



SEEPZ SEZ AUTHORITY

E – Tender cum E – Auction for Selection of Advertisement Agency for allotment of space for Rights to display advertisements at SEEPZ, SEZ, Mumbai

(Using CPPP Portal)

Tender Ref. No.: SEEPZM-ADVT/2025-26/PROC
Date of Issue: 09/10/2026

ISSUING AUTHORITY:
Assistant Development Commissioner & Estate Officer,
SEEPZ- SEZ, Mumbai

Postal Address:
SEEPZ SEZ, MIDC Central Road,
Andheri East, Mumbai 400096.

E-Mail: soodershan.shindde@gov.in, ddcseepz-mah@nic.in &
seepz.pmu@gov.in

Helpline No.: 022-28290856
Landlines: 022-28294728/29
(From 9:30 A.M. to 6:00 P.M.)

E – Tender cum E – Auction for Selection of Advertisement Agency for allotment of space for Rights to display advertisements at SEEPZ, SEZ, Mumbai

Key Information at a Glance

SN	Item	Description
1	Tender Ref. No.	SEEPZM-ADVT/2025-26/PROC
2	Tender Title	E – Tender cum E – Auction for Selection of Advertisement Agency for allotment of space for Rights to display advertisements at SEEPZ, SEZ, Mumbai
3	Cost of Bidding Documents	RFP documents can be downloaded from the following websites: https://eprocure.gov.in/epublish/app http://seepz.gov.in/tender.aspx
4	Date of Tender Publishing	09-10-2026
5	Date and time for physical visits of prospective bidders to SEEPZ-SEZ premises are permissible	As per Bidders convenience before bid submission start date
6	Date and time of Pre-bid Meeting	Meeting Platform: WebEx 16-10-2026 at 3:30 PM Meeting Link: https://seepz.webex.com/seepz/j.php?MTID=mfc46a66a9b5c8b616a57f47a552e6b5a Meeting Number: 2516 820 2313 Password: PB@16
7	Tentative date for publishing Responses to Pre-bid Queries and Corrigendum, if any	22-10-2026
8	Last date and time for Submission of Bids	30-10-2026 at 3:00 PM
9	Date and time of opening of Technical Bids	31-10-2026 at 3:30 PM
10	Tentative date for publication of Technical Evaluation upload on CPPP Portal	TBD
11	Tender Contact / Helpline Details	<u>Primary Tender Custodian (PTC):</u> Shri Soodershan Shindde, ADC eProcurement Contact: 022-28294751/25, Email- soodershan.shindde@gov.in , amank.g142101@gov.in <u>Roles of PTC:</u> 1. All preliminary queries/ telephone queries can be addressed to PTC.

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SN	Item	Description
		2. PTC maintains a dedicated call log / e-mail received chronologically for the specific tender. 3. Provides response on email after due internal approval by Competent Authority. 4. Intimates / responds all prospective bidders of timelines including pre-bid, corrigendum etc. 5. Organize / support and facilitate all field / site visits. 6. Responds to queries and clarifications sought after due approval of the reply being furnished by Competent Authority. 7. Supervising the work and timely report to DDC. 8. Supervises Pre-bid meeting arrangements and issue of corrigendum's / clarifications. 9. Overall Supervision of all aspects related to the tender process.
12	Link for accessing training module regarding use of e-procurement portal by bidders may be found at:	https://eprocure.gov.in/cppp/trainin_gdisp
13	Authority to be contacted in case of any clarification / request for entry permission for physical visit	Name: Shri. Soodershan Shindde Designation:- Asst. Development Commissioner Email:- soodershan.shindde@gov.in, amank.g142101@gov.in with CC to ddcseepz-mah@nic.in & seepz.pmu@gov.in Contact: 022-28294751/25
14	Help Desk No. and Email ID (For CPPP Portal)	eProcurement Helpdesk no's (New Delhi) 0120-4200462, 0120-4001002, 0120-4001005

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Disclaimer

The information contained in this e-tender document or provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of SEEPZ Special Economic Zone (SEEPZ), hereafter also referred to as “The Authority”, or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this e-tender and such other terms and conditions subject to which such information is provided.

This e-tender includes statements, which reflect various assumptions and assessments arrived at by SEEPZ Special Economic Zone (SEEPZ) in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This e-tender may not be appropriate for all persons, and it is not possible for SEEPZ Special Economic Zone (SEEPZ), its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this e-tender. The assumptions, assessments, statements, and information contained in this e-tender may not be complete, accurate, adequate, or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements, and information contained in this e-tender and obtain independent advice from appropriate sources.

Information provided in this e-tender to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. SEEPZ Special Economic Zone (SEEPZ) accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

SEEPZ Special Economic Zone (SEEPZ), its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this e-tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the e-tender and any assessment, assumption, statement or information contained therein or deemed to form part of this e-tender or arising in any way with pre-qualification of Bidders for participation in the Bidding Process. SEEPZ Special Economic Zone (SEEPZ) also accepts no liability of any nature, whether resulting from negligence or otherwise howsoever caused, arising from reliance of any Bidder upon the statements contained in this e-tender.

SEEPZ Special Economic Zone (SEEPZ) may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this e-tender.

The issue of this e-tender does not imply that SEEPZ Special Economic Zone (SEEPZ) is bound to select and short-list pre-qualified Applications for Bid Stage or to appoint the selected Bidder or Concessionaire, as the case may be, for the Project, and SEEPZ Special Economic Zone (SEEPZ) reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Application including, but not limited to, preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by SEEPZ Special Economic Zone (SEEPZ), or any other costs incurred in connection with or relating to its

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Application. All such costs and expenses will remain with the Bidder and SEEPZ Special Economic Zone (SEEPZ) shall not be liable in any manner whatsoever for the same or for any other costs or expenses incurred by a Bidder in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.

Section 1 - Notice Inviting Bids (NIB)

Bid Reference No: SEEPZM-ADVT/2025-26/PROC

Date: 09-10-2026

Tender Title: RFP for Selection of Advertisement Agency for allotment of space for Rights to display advertisements at SEEPZ, SEZ, Mumbai

1. The SEEPZ SEZ authority invites E – Tender cum E – Auction for Selection of Advertisement Agency for allotment of space for Rights to display advertisements at SEEPZ, SEZ, Mumbai.
2. The process of Closed Competitive Bidding shall be followed. The bidding process shall be conducted in an online mode on the CPPP portal which is publicly accessible using the following web address: <https://eprocure.gov.in/epublish/app>.
3. Interested bidders must register on CPPP portal and upload their RFP documents/applications within the stipulated time and date i.e. 30-10-2026 till 1500 Hours.
4. Detailed instructions regarding online submission of bids may be seen Annexure I. In case of any issues or queries related to the e-procurement portal, kindly send an email request to soodershan.shindde@gov.in with copy to ddcseepz-mah@nic.in and seepz.pmu@gov.in or contact on 022-28294757 / 51. Bidders are requested to check the system requirements for using the CPPP portal and uploading documents adequately in advance to avoid issues from cropping up at the last minute.
5. The bidder is solely responsible for uploading of documents on the CPPP portal. SEEPZ SEZ Authority shall not be liable for resolving any queries / issues raised on the day of bid submission.
6. Tender shall be opened online on 31-10-2026 at 1530 hours. Bidders can see the tender opening status by logging on to CPPP portal using their registered IDs.
7. The Tender Evaluation Committee reserves the right to accept or reject any or all bids/applications without assigning any reason, at any stage before the award of contract.

Sd/-
Soodershan Shindde
Asst. Development Commissioner
SEEPZ-SEZ Authority

Section 2 - Instructions to Bidders (ITB)

A. General

1. Introduction

- a) This Section provides the relevant information as well as instructions to assist prospective Bidders in preparation and submission of proposals. It also includes the mode and procedure to be adopted by the SEEPZ-SEZ Authority (the Client) for receipt and opening as well as scrutiny and evaluation of proposals and subsequent placement of award of contract.
- b) The Client will select an eligible Company/organization (the Bidder), in accordance with the method of selection specified in the **Bid Data Sheet**.
- c) Before preparing the proposal and submitting the same to the Client, the Bidder should read and examine all the terms & conditions, instructions etc. contained in the RFP. Failure to provide required information or to comply with the instructions incorporated in this RFP may result in rejection of proposals submitted by Bidder.
- d) The successful Bidder will be expected to complete the services by the Intended Completion Date as provided in the **Bid Data Sheet** and communicated in the Contract Agreement.
- e) In case of ambiguity between Data Sheet and Contract Agreement, the later (along with all its amendment or extension of validity thereof) will prevail.

2. Language of Proposals

Proposal submitted by the Bidder and all subsequent correspondences and documents relating to the proposal exchanged between the Bidder and the Client, shall be written in English language.

3. Code of Integrity

The Client and all officers or employees of the Client, whether involved in the procurement process or otherwise, or Bidders and their representatives or employees participating in a procurement process, or other persons involved, directly or indirectly in any way in a procurement process shall maintain an unimpeachable standard of integrity in accordance with the code of integrity prescribed under Rule 175 of GFR 2017.

In case of breach of the code of integrity by a Bidder or a prospective Bidder, the SEEPZ Authority, after giving a reasonable opportunity of being heard, may take appropriate measures including –

- i. exclusion of the Bidder from the procurement process;

- ii. calling off of pre-contract negotiations and forfeiture or encashment of bid security;
- iii. forfeiture or encashment of any other security or bond relating to procurement;
- iv. recovery of payments made by the Procuring Entity along with interest thereon at bank rate;
- v. cancellation of the relevant contract and recovery of compensation for loss incurred by the Procuring Entity;
- vi. debarment of the Bidder from participation in any future procurements of any Procuring Entity for a period of up to three years.

4. Eligibility

Only those bidders who have been duly found eligible and duly shortlisted pursuant to the Request for Expression of Interest (REoI) shall be entitled to participate in and submit proposals under this Request for Proposal (RFP) in accordance with Rule 164 (ii) – Two-Stage Bidding of the GFR.

5. Online Proposal Submission Process

The e-tender is available on e-procurement portal as mentioned in the RFP. The tenders duly filled in should be uploaded and submitted online on or before the end date of submission. More details regarding the online proposal submission process may be found under **Submission and Opening of Proposals** attached to this RFP.

B. Request for Proposals

6. Contents of Request for Proposals

- a) The RFP includes the following Sections, which should be read in conjunction with any amendment issued in accordance with ITB.
 - i. Section 1 – Letter of Invitation
 - ii. Section 2 - Instructions to Bidders (ITB)
 - iii. Section 3 - Data Sheet
 - iv. Section 4 - Evaluation Criteria
 - v. Section 5 - Terms of Reference
 - vi. Section 6 – General Conditions of Contract
 - vii. Section 7 – Special Conditions of Contract

viii. Section 8 – Bidding Forms

ix. Section 9 – Contract forms

x. Section 10 - Appendix

- b) Unless downloaded directly from the SEEPZ-SEZ website or the e-procurement portal as specified in the **Bid Data Sheet**, Client shall not be responsible for the correctness of the RFP, responses to requests for clarification, the minutes of the pre-proposal meeting, if any, or amendment(s) to the RFP in accordance with ITC.
- c) Bidders are expected to examine all instructions, forms, terms, and specifications in the RFP and to furnish with its proposal, all information or documentation as is required by the RFP.

7. Clarification of Request for Proposals

- a) A Bidder requiring any clarification of the RFP shall contact the Client in writing/ email at the Client's mail id specified in the **Bid Data Sheet**.
- b) The Client will respond in writing through email/ e-procurement portal to any request for clarification, provided that such request is received prior to the deadline for submission of proposals within a period specified in the **Bid Data Sheet**. The Client shall also promptly publish brief description of the enquiry but without identifying its source and its response at its website or on the e-procurement portal.
- c) Should the clarification result in changes to the essential elements of the RFP, the Client shall amend the RFP following the procedure given under Pre-Proposal Meeting
 - a) In order to provide response to any doubt regarding RFP, or to clarify issues, a pre-Proposal meeting may be scheduled, as specified in the **Bid Data Sheet**.
 - b) During the pre-proposal queries, the clarification sought by representative of prospective Bidders shall be responded appropriately. In case required, amendment(s) shall be issued, which shall be binding on all prospective Bidders.

C. Preparation of Proposals

8. Documents Comprising Proposal

Envelope 1

- a) Bidders' pre-qualification and technical submission shall comprise the

documents listed under **Error! Reference source not found..**

Envelope 2

- b) The Bidder shall use the financial proposal template uploaded along with this RFP for preparation of their financial proposal. The Bidder shall enter the remuneration along with applicable taxes in Indian Rupees only. Submission of financial quote in any other form including mentioning it in the proposals will call for rejection of the response of the Bidder.

9. Bid Security / EMD

As this is a comprehensive tender, the bidder shall furnish without fail, as part of its bid, a bid security in the form of RTGS/NEFT, in the name of SEEPZ SEZ Authority Funds as mentioned in Section-1(NIT).

There is no exemption or relaxation for MSEs for bid security/EMD and tender document cost. The bid security (EMD) is required to protect the Procuring Entity against the risk of bidder's conduct, which would warrant the forfeiture of bid security (EMD amount) pursue motto.

Bid Security/EMD for the amount of Rs. 5,00,000/- (Rs. Five Lakh only) in the form of RTGS/NEFT raised in the name of **SEEPZ-SEZ Authority Funds** payable before the last date of submission of bids.

The beneficiary details are:

Name of the Beneficiary: SEEPZ SPECIAL ECONOMIC ZONE
AUTHORITY

Bank and Branch Name: Punjab National Bank, SEEPZ branch

Account no.: 1253002100028398

IFSC Code: PUNB0125300

Payable at: Mumbai

The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible and within 30 days of finalization of the tender (agreement and payment of PBG by successful bidder) or expiry of the period of the bid validity period prescribed by the Procuring Entity.

The successful bidder's bid security (EMD) will be discharged upon the bidder's acceptance of the contract on CPPP Portal and furnish the Performance Bank Guarantee.

10. Period of Validity of Proposals

- a) Proposals shall remain valid for a period of 180 days from the deadline of submission of Proposals unless otherwise specified in the **Bid Data Sheet**.

In exceptional circumstances, prior to the expiration of the proposal validity period, the Client may request Bidders to extend the period of validity of their proposals. The request and the responses shall be made in writing. A Bidder may refuse the request without any penal repercussions. A Bidder granting the request shall not be required or permitted to modify its proposal.

11. Format and Signing of Proposals

- a) Documents establishing Bidder's eligibility shall be compiled into a single PDF file. All pages in the document should be serially numbered and an index specifying contents of the proposal should be populated at the beginning of the document.
- b) Authorized signatory of the Bidder shall sign, either physically or digitally, on each page of the Proposal. This signature should be accompanied by Bidder's official seal.

D. Submission and Opening of Proposals

12. Submission of Proposals

- a) Bidders shall submit their pre-qualification documents as well as the technical and financial proposals **through e-procurement portal only**.
- b) Online submission of proposals shall be carried out in accordance with the instructions given under Section 3.2.

13. Deadline for Submission of Proposals

- a) Proposals must be received by the Client online on the e-procurement portal and at the address specified in the **Bid Data Sheet** no later than the date and time specified in the **Bid Data Sheet**.
- b) The date of submission and opening of proposals shall not be extended except when:
 - i. Sufficient number of proposals have not been received within the given time; or
 - ii. The RFP are required to be substantially modified as a result of discussions in pre-proposal meeting or otherwise and the time for preparations of proposals by the prospective Bidders appears to be insufficient for which such extension is required.

- c) In cases where the time and date of submission of proposals is extended, an amendment to the RFP shall be issued in accordance with ITC 8.

14. Late Proposals

The e-procurement portal does not permit late submission of proposals.

15. Opening of Proposals

- a) The pre-qualification and technical qualification documents shall be opened online on the date and time stipulated in the **Bid Data Sheet**.
- b) After due evaluation of the pre-qualification and Technical Qualification information, the Client shall inform the Bidders for meeting regarding the date of financial proposal opening.

E. Evaluation and Comparison of Proposals

16. Confidentiality

- a) Information relating to the evaluation of proposals and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the procurement process until the same is published officially on the e-procurement portal.
- b) Any effort by a Bidder to influence the Client in the evaluation or contract award decisions may result in the rejection of its proposal.

17. Immaterial Non-conformities

- a) The proposal evaluation committee may ask for compliances to the non-conformities and may waive non-conformities in the proposal that do not constitute a material deviation, reservation or omission and deem the proposal to be responsive;
- b) The committee may request the Bidder to submit necessary additional information or documents within a reasonable period of time. Failure of the Bidder to comply with the request within the given time shall result in the rejection of its proposal;

18. Determination of Responsiveness

- a) The committee constituted by the Client shall determine the responsiveness of a proposal to the RFP based on the contents of the proposal submitted by the Bidder;

- b) A Proposal shall be deemed to be substantially responsive if it meets the requirements of the RFP without any material deviation, reservation, or omission and is unconditional
- c) The committee shall examine the technical aspects of the proposal in particular to confirm that all requirements of RFP has been met without any material deviation, reservation or omission;
- d) Proposals that are not responsive or contain any material deviation shall be rejected. Proposals declared as non-responsive shall be excluded from any further evaluation. Decision of the committee in this regard is final and binding.

19. Evaluation of Proposals

Evaluation of Proposals shall be done as per criteria mentioned in Section 4.3

20. Right to Accept Any Proposal and to Reject Any or All Proposals

The Client reserves the right to accept or reject any/ all proposals, and to cancel/ annul the procurement process at any time prior to contract award, without thereby incurring any liability to the Bidders for which the Client shall keep record of clear and logical reasons properly for any such action/ recall of procurement process. In case of cancellation/annulment, all proposals submitted and specifically, proposal securities, shall be returned to the Bidders.

F. E-Auction process

21. Auction process for the bidders

- 1. After completion of Technical Evaluation, all technically qualified bidders (as per clause 21.8 of Section 2 F) whose Financial Bids have been opened shall be eligible to participate in an online e-auction conducted through the Central Public Procurement Portal (CPPP) or any other platform as notified by the Employer.
- 2. Financial Evaluation shall comprise the opening of the Financial Bid (BOQ) followed by an online e-auction. The bidders shall quote the Lumpsum Annual License Fee payable to SEEPZ expressed in INR of approved advertisement area. The highest Lumpsum rate amongst the quoted License Fee received (Total of both Part A (Internal areas) & Part B (Outdoor areas)) in the Financial Bid shall be considered as the Initial Auction Rate (IAR) and shall form the base rate for the e-auction, total of both Part A (Internal

areas) & Part B (Outdoor areas). Upon conclusion of the e-auction, the bidder quoting the highest Lumpsum final rate (total of both Part A (Internal areas) & Part B (Outdoor areas)) shall be ranked as H1 and shall be considered for award of the Advertisement Rights Contract, subject to compliance with the tender conditions and approval of the Competent Authority.

3. The e-auction shall be conducted on an incremental bidding basis, wherein bidders shall quote rates higher than the **Initial Auction Rate**.
4. The minimum bid increment shall be ₹10,000 (Rupees Ten Thousand only) or multiples thereof. The maximum sealing percentage is 10%.
5. Only one bid at a time shall be permitted per bidder during the live e-auction, and bidders may revise their bids upward any number of times within the auction duration.
6. The date, time, duration, and detailed auction instructions shall be intimated separately to eligible bidders through the e-procurement portal/email.
7. The Employer shall not be responsible for any technical failure, internet issue, or system-related problem at the bidder's end during the e-auction.
8. Notwithstanding anything contained elsewhere in this RFP, the conduct of e-Auction under this tender shall be governed by the following provisions:
 - a) The e-Auction shall be conducted only if a minimum of three (3) eligible bidders qualify for participation in the e-Auction stage.
 - b) Where the number of eligible bidders is Three (3) to Six (6), Only the Highest three (3) eligible bidders shall be invited to participate in the e-Auction.**
 - c) This methodology is adopted in line with the General Financial Rules (GFR) and the Manual for Procurement of Non-Consultancy services, Government of India, to ensure effective competition, transparency, and meaningful price discovery while avoiding non-serious participation.

The decision of the Procuring Authority regarding eligibility, shortlisting, and conduct of e-Auction shall be final and binding on all bidders.

G. Award of Contract

22. Award Criteria

The contract shall be awarded through an e-auction process. The bidders shall quote the Lumpsum rate for License Fee payable to SEEPZ expressed in INR of approved advertisement area (Total of both Part A (Internal areas) & Part B (Outdoor areas)).

The H1 amongst these quoted rates (Total of both Part A (Internal areas) & Part B (Outdoor areas)), shall form the Initial Auction Rate (IAR) and base rate for the e-auction. Eligible bidders shall participate in the e-auction and may improve upon their quoted rates. The bidder quoting the highest Lumpsum final

rate in the e-auction for total of Part A (Internal areas) & Part B (Outdoor areas) shall be declared the Successful Bidder(s) and shall be awarded the contract, subject to compliance with all tender requirements.

23. Notification of Award

- a) Prior to the expiration of the period of proposal validity, the Client shall notify the successful Bidder, in writing, that its proposal has been accepted. The notification letter (Letter of Acceptance) shall specify the accepted contract price. The expected date of award of contract is as stipulated under **Bid Data Sheet**.
- b) Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

24. Other Statutory Requirements

Successful Bidder shall be required to fulfill insurance and other statutory requirements including submission of signed undertakings assuring compliance with the various standards stipulated in the conditions of contract. Failure of the successful Bidder to submit the same shall constitute sufficient grounds for the annulment of the award and selection of next successful Bidder will be followed as prescribed in Clause F.1 (**Award Criteria**).

25. Signing of Contract

Promptly within fifteen days of receiving the Letter of Acceptance, the successful Bidder shall submit the Performance Security (amount as per **Bid Data Sheet**) followed by signed Contract Agreement in a stamp paper of requisite value no later than fifteen days of receipt of the letter.

26. Order of Precedence

Whenever there is a conflict, the order of precedence would be:

- 1. Data Sheet
- 2. ITB and Terms of Reference
- 3. Draft Contract Agreement.

27. Reserve of exclusive rights

The Employer reserves the exclusive right to invite, undertake, and conduct additional tendering rounds for any future advertisement locations/sites, as

may be required from time to time

H. Revenue sharing with BMC at applicable sites

Successful Bidder must abide by the Clause 4.10 of BMC Policy 2025 for applicable sites which states “Revenue Sharing between MMRDA/MSRDC Ltd./ all other Government / Semi-Government agencies and BMC shall be 70:30 in addition of the corresponding Advertisement fees payable as per the schedule of fees.”

Section 3 - Bid Data Sheet

1. Bid Data Sheet

ITB Para Reference	Particulars
ITB 1 b)	Client: SEEPZ-SEZ Authority, Andheri (E), Mumbai 400096 Procurement process: Closed tender - two envelope Envelope 1 - Pre-qualification and technical qualification Envelope 2 - Financial proposal Method of Selection: Tender cum e-Auction
ITB 1 d)	Completion Date: As per Terms of Reference
ITB 4 b)	Eligibility Conditions: As per Evaluation Criteria.
ITB 6 b)	E-procurement Portal: As per Key Information
ITB 7 a)	Client's address: Office of the Development Commissioner, SEEPZ SEZ, MIDC Central Road, Andheri East, Mumbai – 400096 Client's email address: a) soodershan.shindde@gov.in, with copy to ddcseepz-mah@nic.in and seepz.pmu@gov.in
ITB 7 b)	The Bidders may submit their requests for clarification no later than 7 days prior to deadline for submission of proposals.
ITB 8 a)	NA
ITB 9 a)	Tender Fee: Rs. 1,000 Bid Security (EMD): Rs. 5,00,000 (Rupees Five Lakh only)

ITB Para Reference	Particulars
ITB 10 a)	Validity of proposals from deadline of submission: As per ITB
ITB 13 a)	Date and time of proposal submission: As per Key Information
ITB 15 a)	Date and time of opening of pre-qualification documents: As per Key Information
ITB 24	Performance Security: The amount of performance security to be submitted by successful bidder, in the form of a bank guarantee or a fixed deposit in favour of Pay & Accounts Officer, SEEPZ SEZ Authority, and shall be 5% of the Contract value

2. Annexure I – Instructions for Online Bid Submission

Bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

A. Registration

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by

any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

B. Searching for Tender Documents

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

C. Preparation of Bids

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can

use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

D. Submission of Bids

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
4. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. **Bidders are required to download the BoQ file, open it and complete the colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BoQ file is found to be modified by the bidder, the bid will be rejected.**
7. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
8. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any

bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
10. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
11. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

E. Assistance to Bidders

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

Bidders may avail the free training on the use of e-procurement system as per the schedule published at the following link: <https://eprocure.gov.in/cppp/trainingdisp>. In case of any further queries, please contact Shri Soodershan Shindde at +91-9823422899 during office hours i.e. between 10 AM till 6 PM on weekdays.

Section 4 - Evaluation Process

a) Bid Opening Procedure

Bids shall be opened and evaluated through a two-envelope system as follows:

- a) The Technical Bids of all Bidders shall be opened first to assess responsiveness and preliminary eligibility under Section 2.
- b) The Financial Bids of all responsive Bidders shall then be opened next.

All bid openings shall be conducted electronically through the CPPP Portal and shall be accessible to authorized representatives of the Bidders, if present.

b) Responsiveness Check and Preliminary Scrutiny

Each Technical Bid shall be examined to determine whether it:

- a) Is complete, properly formatted, and digitally signed;
- b) Includes all documents specified in Section 8;
- c) Is accompanied by the required EMD;
- d) Contains no material omissions, conditions, or deviations; and
- e) Does not attract disqualification under the provisions of Integrity Pact.

Only responsive Bids shall be considered for detailed technical evaluation.

c) Evaluation of Technical Bids

The Authority shall evaluate the Technical Bids and assess the following Eligibility Criteria:

Sr.	Criteria	Documents Required
1	Must be a valid legal entity registered with appropriate government authority in the form of a firm / company / LLP and must be in existence for at least 5 years (i.e. since FY2021-22).	Self-Attested copy of Certificate of Incorporation / Partnership Deed / Proprietorship Registration / Trade License / MSME registration certificate.
2	The company should have PAN No. & GST Registration.	Self-Attested copies of PAN No. & GST Registration

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Sr.	Criteria	Documents Required
3	The Applicant must have at least three years' experience (ending month of March prior to the application opening) of providing similar services to Central/State Government/ PSUs/ Nationalized Banks/ Reputed Organizations. Services rendered with list of such Central/ State/ PSUs/ Nationalized Banks with duration of service shall be furnished.	Self-Attested copies of Work orders, completion certificates, or client testimonials from the last 3 years
4	Experience in completion of similar works (or at least 80% completed in case of ongoing projects) during the last 10 years, meeting one of the following: • 1 project ≥ ₹ 8 Cr, or • 2 projects ≥ ₹ 5 Cr each, or • 3 projects ≥ ₹ 4 Cr each. OR Experience in completion of similar works during the last 3 years, meeting one of the following: • 1 project ≥ 20,000 sft, or • 2 projects ≥ 12,500 sft each, or • 3 projects ≥ 10,000 sft each.	Self-attested copies of the following documents issued by Central/ State Government Departments, Statutory Bodies, PSUs, Autonomous Bodies, or Government-owned Corporations: • Work Orders/ Agreements • Completion Certificates (for completed projects); and • Progress Certificates / Client Certificates/ CA Certificates clearly indicating that at least 80% of the contract value has been executed (for ongoing projects)
5	i. Gross average financial turnover of the Applicant from the advertisement business during the last three years should not less than Rs. 30 Cr. ii. Applicant should have net worth of at least Rs. 15 Cr during each of the past 3 financial years.	Audited financial statements (Balance Sheet and P&L) and ITRs for last 3 financial years. CA certificate clearly specifying the volume of turnover from services of similar nature and positive net worth during each of the past 3 FYs. Documentary evidence such as a certificate from a scheduled commercial bank or a CA.
6	No blacklisting by any government agency.	Self-declaration on company letterhead stating non-blacklisting status.

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Sr.	Criteria	Documents Required
7	Indemnity Bond	Affidavit for Indemnity Bond on Rs. 500/- non-judicial stamp paper duly signed and notarized.
8	Integrity Pact	Affidavit for the Integrity Pact on ₹500/- stamp paper as per provided format.

Note:

1. **Similar Works** - Projects which involved executing and managing similar advertising campaigns in India to Central Government or its department / State Government or its department / Semi Govt./ Municipal Corporations / Municipal Councils / Urban Local Body (ULB)/ UT/ PSU/Private.
2. All documents certified by CA must bear a valid UDIN (Unique Document Identification Number). The details mentioned in the certificate and the corresponding UDIN must match and be verifiable. *Failure to comply shall render the documents non-compliant.*
3. No MSME exemption is allowed.

d) Opening and Evaluation of Financial Proposal

The financial quote for **Error! Reference source not found.** to be mentioned in the financial proposal (in MS Excel format, replicated in Financial Proposal Format) should be stated in Indian Rupees only and deemed as final and shall be exclusive of taxes (as mentioned in TOR).

Financial Evaluation shall comprise the opening of the Financial Bid (BOQ) followed by an online e-auction. The bidders shall quote the Lumpsum Annual License Fee payable to SEEPZ expressed in INR of approved advertisement area. The highest rate amongst the quoted License Fee (Total of both Part A (Internal areas) & Part B (Outdoor areas)) received in the Financial Bid shall be considered as the Initial Auction Rate (IAR) and shall form the base rate for the e-auction. Upon conclusion of the e-auction, the bidder quoting the highest final rate shall be ranked as H1 and shall be considered for award of the Advertisement Rights Contract, subject to compliance with the tender conditions and approval of the Competent Authority. Bidders shall carefully read the conditions relating to the Financial Bid and e-auction process specified in Section 3 Data sheet, “Annexure I – Instructions for Online Bid Submission”.

The **lump-sum amount quoted by the Bidder** shall, for the purpose of allocation by the Authority, be apportioned in the ratio of **30:70 towards Internal Areas and External Areas, respectively**. The **70% portion attributable to the External Areas** shall be subject to **revenue sharing between the Authority and BMC in the ratio of 70:30, i.e., 70% to the Authority and 30% to BMC**. No revenue sharing shall be applicable on the Internal Areas.

Section 5 - Terms of Reference (TOR)

1. Introduction

SEEPZ Special Economic Zone (SEZ), located in Mumbai, is one of India's premier export hubs, housing a diverse range of units engaged in manufacturing, services, and trade. As part of its ongoing efforts to enhance visibility, promote internal stakeholders, and optimize the use of available infrastructure, the SEEPZ SEZ Authority intends to hire a professional advertising agency to install and manage digital hoardings across the zone.

The primary objective of this initiative is:

1. To provide a dynamic platform for SEEPZ unit holders and companies to showcase their products, services, and achievements through digital advertisements.
2. To monetize SEEPZ's land and built-up spaces by offering designated areas on a rental basis for non-digital/ digital display infrastructure, thereby generating non-tax revenue for the Authority.

These digital hoardings will be strategically placed both within the SEZ premises (for internal stakeholders and visitors) and at external-facing locations (for public visibility and outreach). The selected agency will be responsible for the end-to-end execution of this initiative, including installation, operation, content management, and maintenance of the digital infrastructure.

This initiative aligns with SEEPZ's broader vision of modernizing its communication ecosystem, promoting its unit holders, and leveraging technology to create sustainable revenue streams.

2. Scope of Work

The selected agency shall be responsible for the Design, Build, Finance, Install, Operate digital/ non-digital hoardings/ screens at strategic internal and external locations within SEEPZ premises. The detail scope is as below:

a) Permitted Types of Advertisement Boards

- i) The following types of advertisement hoardings (both digital and non-digital), except wall paintings on boundary walls, are permitted to be installed within the premises of SEEPZ:
 - (i) Uni-pole hoardings
 - (ii) Bi-pole hoardings
 - (iii) V-shaped hoardings
 - (iv) Back-to-back hoardings

- (v) Backlit hoardings
- (vi) L-shaped hoardings
- (vii) Glow sign boards
- (viii) Show frames
- (ix) LCD / LED display or projected displays
- (x) Any other acceptable or newly approved type of advertisement display

Note: The Licensee shall comply with the latest outdoor advertisement guidelines issued by the Municipal Corporation of Greater Mumbai (BMC) i.e “**POLICY GUIDELINES FOR DISPLAY OF OUTDOOR ADVERTISEMENTS 2025**”, as amended from time to time, and with all other applicable statutory requirements

b) Number, Type, Size and Location of Advertisement Boards

- (i) The advertisement hoarding can be put up as per number, type and size of boards and at the locations as suggested by the applicant.
- (ii) The hoardings can be put up in accordance with the terms & conditions contained in the RFP document.
- (iii) The size and site of advertisements can be changed on administrative grounds by the approval of the Authority.
- (iv) As per BMC guidelines for OOH display, following sizes are permitted- 10'×10', 10'×15', 10'×20', 20'×10', 20'×20', 20'×30', 20'×40', 30'×10', 30'×20', 30'×30', 30'×40', 40'×20', 40'×30' and 40'×40' in vertical × horizontal manner.

c) Display Parameters

- (i) For the purpose of this RFP, unless a contrary intention appears from the subject or context, the term display of advertisements will consist of size and site.
- (ii) SEEPZ reserves the right to alter the location and size of the said advertisement, if necessary, after mutual agreement.
- (iii) The Licensee shall not use the said location for any purpose other than the display of advertisement.

d) Minimum Area and Locations for Display

- (i) The licensee shall, as part of its proposal and during the subsistence of the Agreement, identify, propose, and develop advertisement display areas and locations within the SEEPZ premises, including internal and/or external locations, strictly subject to feasibility, statutory compliance, and written approval of Authority from time to time.
- (ii) The aggregate display area and specific locations to be developed and maintained under the license shall be as finalized and approved by SEEPZ based on the proposal submitted by the Applicant and such subsequent modifications as may be approved during the license period.
- (iii) The Licensee hereby commits to utilize, operate, and maintain the approved display areas in accordance with the terms of this Agreement

and shall ensure continuous usage of such approved areas for the purpose of display of advertisements, except where restrictions are imposed by SEEPZ or statutory authorities.

- (iv) Failure to install, utilize, or maintain the approved display areas and locations, or unauthorized deviation therefrom, shall constitute a breach of the terms of this license, without prejudice to SEEPZ's rights to levy penalties, revise allocations, withdraw approvals, or terminate the Agreement in accordance with its terms and applicable law.
- (v) SEEPZ reserves the right to revise, relocate, reduce, or withdraw any approved display area in the interest of administration or public safety.

e) Reservation of slot by the Authority

- (i) The Authority reserves the right to utilize 5 minutes per hour on digital displays. The remaining 55 minutes per hour shall be available to the Licensee exclusively for commercial advertising.

3. Other Terms and Conditions

f) Compliance with Taxes, Rates and Applicable Laws

- (i) The Licensee shall pay all rates, cess, taxes and assessments, whatever payable or hereafter becomes payable, to the Government, Municipality or any other agency in respect of the said display of advertisements and shall abide by the rule/ law of the land in force relating to display of advertisements such as Licensee Approval from BMC, Traffic Police, Fire Fighting and Electrical Approval etc.
- (ii) The Licensee shall obtain No Objection Certificate from Joint Commissioner of Police (Traffic) for illuminated or digital hoardings. In absence of an NOC from Jt. Commissioner of Police (Traffic), advertisement permit will not be granted / renewed for illumination.

g) Validity of License Period

- (i) The license, unless extended or cancelled as per the provisions hereinafter contained, shall remain in force for a **period of Ten Years (10) years**, commencing from the date of commencement (as mentioned in sub-clause 3.S)and **extendable by Five (5) years**, upon satisfactory services certified by the Authority.

h) Restrictions on Usage and Transfer

- (i) The Licensee shall not assign, transfer, mortgage or sublet the privilege conferred under this agreement and shall use the allotted location strictly for display of advertisements only.

i) Electricity and Utility Arrangements

- (i) The Licensee shall take separate electric supply connections for lighting of the advertisement boards from the Authority's utility service provider and shall directly pay the applicable charges to such service provider on a regular basis. The obligation of abiding by all applicable rules, guidelines, laws and amendments issued from time to time by the

Government, the Authority and/or the utility service provider shall be borne and complied with by the Licensee only.

- (ii) However, the Authority shall facilitate the Licensee in sourcing power from its utility service provider.
- (iii) At the time of vacating the allotted location, the Licensee shall submit a No Dues Certificate from the concerned electric agencies for release of the security deposit.

j) Statutory Approvals and Clearances

- (i) The Licensee shall arrange and obtain all necessary clearances and formalities from Municipal Corporation or all other concerned statutory authorities, bear all charges and costs for display of advertisements.

k) Safety during construction and operation

- (i) The Licensee shall be solely responsible for safety and shall comply with all applicable laws and safety requirements. It shall ensure the safety of workers, visitors, pedestrians, vehicular traffic, and the general public by providing adequate barricading, signage, lighting, traffic diversions, safe pedestrian access, personal protective equipment, first-aid facilities etc. The Site shall be maintained free from unnecessary obstructions and hazardous conditions, entirely at the Licensee's risk and cost.
- (ii) During the license period, the Licensee shall ensure that the hoardings and associated structures remain safe and free from hazards to pedestrians, traffic, and the general public, and shall promptly rectify any unsafe condition.
- (iii) Nevertheless, compliance with these requirements shall not relieve the Licensee from liability for any accident, injury, loss, or damage arising from unsafe conditions or non-compliance.

l) Land, Structures and Installation Works

- (i) Land for advertisements will be provided by SEEPZ on an "As is where is basis."
- (ii) Civil, electrical, and allied works shall be carried out by the Licensee at his own cost.
- (iii) No structure of any kind whatsoever shall be erected without prior written permission of the Estate Officer, SEEPZ SEZ, Mumbai, or any officer authorized by him. Due consideration shall be given to examine the existing and proposed underground utilities, positioning of Trees, and placement and angle of the hoardings.
- (iv) The plan of the structure shall be subject to approval, and no construction shall begin without such approval in writing.
- (v) Any structure erected shall be treated as a temporary structure.

m) Access, Supervision & Compliance

- (i) The Licensee shall allow SEEPZ officials free access at all times to the advertisement area.

- (ii) The Licensee shall, whenever requested by SEEPZ, forthwith pull down or replace any structure which SEEPZ considers to be improperly situated.
- (iii) The Licensee shall be governed by the rules, regulations, advertisement policy and instructions of SEEPZ, whether presently in force or issued hereafter, governing the said activities.
- (iv) The Licensee shall pay all taxes levied by any local body or civil authority in relation to the licensed activity.

n) Performance and Determination of Rights

- (i) SEEPZ reserves the right to determine the contract forthwith in the event of unsatisfactory performance by the Licensee.
- (ii) SEEPZ shall have the right to cancel the License at any time by giving Thirty (30) days' prior written notice to the Licensee. Upon such cancellation, the Licensee shall, at its own cost, vacate the land and remove all materials, installations, and structures belonging to it, pay dues if any and restore the land to its original condition.
- (iii) Failure to vacate within the stipulated period shall render the Licensee **liable to pay penalty** for the period of unauthorized occupation, without prejudice to other rights of SEEPZ.
- (iv) In case the Licensee fails to restore the land to its original condition, SEEPZ may do so at the risk and cost of the Licensee, and such expenses shall be recoverable from the security deposit and/or any other monies due.
- (v) SEEPZ reserves a limited, non-exclusive, non-transferable right and permission to install, operate, maintain, and remove the equipment/facilities specified under this tender at the designated locations within the SEEPZ premises, subject to the terms and conditions of this tender. The rights shall not confer any exclusive privilege upon the Bidder, and SEEPZ reserves the unrestricted right to permit, authorize, or engage any other party to install, operate, maintain, or provide similar equipment, facilities, or services within SEEPZ at any time during the term of this Agreement.

o) Handing Over upon Expiry

- (i) After expiry of the licensed period, if not further extended, the Licensee shall immediately vacate the premises and hand over possession to SEEPZ at its own cost, removing all materials, installations, and structures belonging to it, pay dues if any and restore the land to its original condition within 90 days from the date of expiry.
- (ii) Failure to vacate within the stipulated period shall render the Licensee **liable to pay penalty** for the period of unauthorized occupation, without prejudice to other rights of SEEPZ.

p) Term, Termination & Consequences

- (i) Either party may terminate the agreement by giving three months' prior written notice.

- (ii) Notwithstanding anything contained hereinabove, SEEPZ shall have the right to terminate this Agreement at any time, without assigning any reason and without prior notice, in the event of any breach of the terms and conditions of this Agreement by the Licensee for administrative necessity or public interest.
- (iii) Termination shall not affect any existing rights, claims, or indemnities of SEEPZ arising prior to termination.
- (iv) Upon earlier determination, the Licensee shall immediately remove its belongings and hand over the land to SEEPZ in original condition without objection.
- (v) Failure to vacate within the stipulated period shall render the Licensee **liable to pay penalty** for the period of unauthorized occupation, without prejudice to other rights of SEEPZ.
- (vi) SEEPZ shall not be responsible for any loss or damage caused to the Licensee arising out of termination for any reason whatsoever.

q) Notices & Jurisdiction

- (i) Any notice to the Licensee shall be deemed served if delivered personally or sent by registered post to the Licensee's last known address.
- (ii) Any notice by the Licensee to SEEPZ shall be deemed served if delivered at the SEEPZ SEZ Office or sent by registered post.
- (iii) The courts at Mumbai shall have exclusive jurisdiction over all disputes arising out of or in connection with this agreement.

r) Risk, Liability & Indemnity

- (i) The Licensee shall comply with all applicable Labour Laws and rules thereunder and shall indemnify SEEPZ against any loss or damage arising from violation of the same.
- (ii) The Licensee shall be solely and fully responsible for the safety, stability, operation, maintenance and integrity of all advertisement structures, foundations, electrical installations, display devices and allied infrastructure installed or used by the Licensee under this Agreement.
- (iii) The Licensee shall indemnify, defend and hold harmless the Licensor, its officers, employees and representatives from and against any and all claims, demands, actions, losses, damages, liabilities, penalties, costs and expenses (including legal fees) arising out of or in connection with:
 - a) any bodily injury, personal injury or death of any person;
 - b) any loss of or damage to property of any third party or the Licensor; or
 - c) any accident, structural failure, collapse, fire, electrical fault or safety incident,to the extent caused by or attributable to the installation, existence, operation, maintenance, repair, alteration or removal of the advertisement structures or due to any negligent act, omission, breach, or non-compliance by the Licensee, its employees or agents.
- (iv) The Licensee shall comply at all times with all applicable laws, building

codes, safety regulations and municipal permissions and shall maintain adequate third-party liability insurance for the duration of the License as per **“POLICY GUIDELINES FOR DISPLAY OF OUTDOOR ADVERTISEMENTS 2025”**.

s) Commencement

The date of commencement of the contract shall be either:

- a. 120 days from issuance of the Letter of Acceptance, or
- b. The actual date of display of advertisements by the Licensee, whichever is earlier.

Billing of Accepted License fee shall begun from the date of commencement.

t) Applicant’s Responsibility

- (i) Planning, design, construction, installation, and completion of all necessary structures in accordance with approved drawings, specifications, and applicable safety and quality standards.
- (ii) Obtaining all required structural and other statutory approvals from competent authorities, including submission of documents and payment of all applicable statutory fees, charges, and levies. The Hoarding Structure Stability Guidelines (H.S.S.G.), RO-2022, established to ensure the stability of hoarding structures, mandate standardized design, audit, inspection and certification procedures. As per IS 875-2015 Part III, structures in the region must withstand wind speeds up to 44 m/s (158.4 km/h). This is mandatory for issuing stability certificates for new hoardings.
- (iii) Ensuring the safety, structural stability, and proper maintenance of all structures throughout the license period, including timely inspection, repair, and compliance with applicable safety standards.
- (iv) Sourcing, coordinating, and managing advertisement content for display, ensuring compliance with applicable laws, guidelines, and content standards.
- (v) Timely payment of the applicable license fee to the concerned authority, strictly in accordance with the terms and conditions of the tender/license agreement.

The Annual License Fee is subject to 5% yearly increment during the license period.

The payments to be made in favour of SEEPZ shall attract an increment of 5% every year (i.e after every year, the bid amount shall increase by 5% in all the payments) of the previous amounts.

For example:

Year 1 = 100

Year 2 = 100 x 1.05

Year 3 = (100 x 1.05) x 1.05

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Year 4 = (100 x 1.05 x 1.05) x 1.05

(vi) Keeping the land area debris/ hindrance free and maintaining beautification of the respective land area.

(vii) The licensee shall abide by any amendments or modifications made by SEEPZ or any other statutory authority to its Advertisement/ Commercial Publicity Policy. Guidelines, Norms or Regulations from time to time.

u) Penalty

The below penalty clauses apply in case of breaches to the terms of contract:

Category	Penalty	Further Consequence, if any
Delay in payment	The Licence Fee shall be paid quarterly in advance within 15 days from the start of each quarter. If the Licence Fee remains unpaid or is paid late for 3 consecutive months, the Services may be suspended upon written instructions from the Authority. Notwithstanding the above, the Agreement may be valid upon payment of a penalty at the rate of 1.5% per month on the outstanding Licence Fee, for a period of up to 6 months from the date of such default or late payment.	Default or late payment for more than 6 months – notice to termination of agreement.
SEEPZ's reservation of slot not complied	The Licensee shall maintain and submit a system generated monthly display log. Any deviation from SEEPZ's proposed reservation plan for a particular month shall be treated as a single instance of default. For each such instance, SEEPZ shall impose a penalty of 0.5% of the applicable quarterly Licence Fee. The aggregate penalty in a year levied under this category shall be limited to 5% of the applicable quarterly Licence Fee.	-

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Failure to vacate the land within the stipulated period after Expiry/ Termination	• Removal of structures at risk & cost of licensee • Recovery of such costs from Security Deposit/ Performance Security • Treating continued occupation as unauthorized use	-
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Section 6 - General Conditions of Contract (GCC)

1. General Provisions	
1.1 Definitions	Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings: a) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer; b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract, as named in SCC; c) “Accepted Rate” (alternatively termed as Contract value in this tender) means the Annual License Fee (in INR) offered by the successful bidder duly accepted by the client; d) “Employer” (alternatively termed as Authority in this tender) means the party who employs the Service Provider as specified in SCC; e) “GCC” means these General Conditions of Contract; f) “License fee” means Fee payable to SEEPZ expressed in Lumpsum rate quoted in INR of approved advertisement area. g) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them; h) “Personnel” means persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof; i) “Service Provider” (alternatively termed as Agency in this tender) is a person or corporate body whose Bid to provide the Services has been accepted by the Employer as specified in SCC; j) “Service Provider’s Bid” means the completed Bidding Document submitted by the Service Provider to the Employer; k) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented; l) “Services” means the Advertisement Rights work to be performed by the Service Provider pursuant to this Contract, as described in Section 5 – Terms of Reference;

1.2 Applicable Law	The Contract shall be interpreted in accordance with the laws of the Union of India.
1.3 Language	This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
1.4 Notices	Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC . The term “in writing” means communicated in written form with proof of receipt. A notice shall be effective from the date of delivery or on the notice’s effective date, whichever is later. In case of electronic mode of communication, a notice shall be effective from the time of sending of the electronic communication.
1.5 Location	The Services shall be performed at the client’s location as Specified in the SCC .
1.6 Authorized Representatives	Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials specified in the SCC .
1.7 Taxes and Duties	The Service Provider and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is exclusive to the Accepted Rate.
1.8 Code of Integrity	The Employer, the Service Provider and their representatives shall strictly adhere to the code of integrity as stipulated under GFR 175.
2. Commencement, Completion, Modification, and Termination of Contract	
2.1 Effectiveness of Contract	This Contract shall come into effect on the date the Contract signed by both parties or such other later date as may be stated in the SCC .
2.2 Commencement of Services	

E – Tender cum E – Auction for Selection of Advertisement Agency for allotment of space for Rights to display advertisements at SEEPZ, SEZ, Mumbai

Program	Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
Starting Date	The Service Provider shall start carrying out the Services as per Section 5.3 “Commencement” or at such other date as may be specified in the SCC .
2.3 Intended Completion Date	Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is specified in the SCC . If the Service Provider does not complete the activities by the Intended
	Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.
2.4 Modification	Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Accepted Rate, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
2.5 Force Majeure	

2.6.2 By the Service Provider	d. if the Service Provider, in the judgment of the Employer has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract. The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in below paragraphs of this Sub-Clause 2.6.2: a. if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
3. Obligations of the Service Provider	
3.1 General	The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with third parties.
3.2 Conflict of Interests	The Service Provider shall hold the Employer's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests. The Service Provider agrees that, during the term of this Contract and after its termination, the Service Provider and any entity affiliated with the Service Provider shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.
3.3 Confidentiality	The Service Provider, and the Personnel of either of them shall not, either during the term or within

	two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.
3.4 Insurance to be Taken Out by the Service Provider	The Service Provider (a) shall take out and maintain, own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be specified in the SCC ; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.
3.5 Service Provider's Actions Requiring Employer's Prior Approval	The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions: a. changing the Program of activities; and b. any other action that may be specified in the SCC.
3.6 Reporting Obligations	The Service Provider shall submit to the Employer the reports and documents as specified in the SCC .
3.7 Documents Prepared by the Service Provider to Be the Property of the Employer	All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub- Clause 3.6 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC .
3.8 Liquidated Damages	

3.8.1 Payments of Liquidated Damages	The Service Provider shall pay liquidated damages to the Employer at the rate per week stated in the SCC for each week or part thereof that is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC . The Employer may deduct liquidated damages from the advance deposited with the Employer. Payment of liquidated damages shall not affect the Service Provider's liabilities.
3.8.2 Lack of performance penalty	If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as specified in the SCC .
3.9 Performance Security	The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of Acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a bank guarantee.
3.10 Adherence to laws, regulations and statutory requirements	The Service Provider shall carry out all its services in accordance with all the applicable laws, regulations, environmental guidelines and statutory requirements that are legally in force. Additionally, the Service Provider shall comply with the statutes enlisted in the SCC .
4. Service Provider's Personnel	

4.1 Removal and/or Replacement of Personnel	Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications. If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer. The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.
5. Obligations of the Employer	
5.1 Assistance and Exemptions	The Employer shall use its best efforts to provide the Service Provider such assistance and exemptions as specified in the SCC.
5.2 Change in the Applicable Law	If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clause 6.2.
5.3 Exclusive right	The Employer reserves the exclusive right to invite, undertake, and conduct additional tendering rounds for any future advertisement locations/sites, as may be required from time to time

6. Payments	
6.1 Accepted Rate	The Accepted Rate for the purpose of this Contract shall be the final rate discovered through the e-auction process, which shall be binding on the Service Provider for the entire contract period subject to annual escalation.
6.2 Terms and Conditions of Payment	Payments shall be made by the Service Provider according to the payment schedule stated in the SCC.
6.3 Accounting for defects	The principle and modalities of Inspection of the Services by the Employer shall be as indicated in the activity schedule. The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. In case the Service Provider fails to rectify the defects, lack of performance penalty as specified under clause 5.1.21 shall be applicable.
7. Settlement of Disputes	
7.1 Amicable Settlement	The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
7.2 Dispute Settlement	Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication / arbitration in accordance with the provisions specified in the SCC.
8. Extension of the duration of contract	
	This contract may be extended, prior to its expiry, for a mutually agreeable period not exceeding 6 months, provided that a fresh procurement activity is initiated before the expiry of the original contract.
9. Indemnity	

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	The Service Provider shall, at all times, indemnify and keep indemnified the Employer against all claims/damages for any violation of any statutory / licensing requirements / pollution control norms while providing our services under the Contract. The Service Provider shall indemnify the Employer in full for any failure in performance on account of default or non-fulfillment of its obligations. In such case, all the costs and expenses incurred by the Employer are recoverable from the Service Provider.
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Section 7 - Special Conditions of Contract (SCC)

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b)	The contract name is “ <i>Selection of Advertisement Agency for allotment of space for Rights to display advertisements at SEEPZ, SEZ, Mumbai</i> ”
1.1(d)	The Employer is <i>SEEPZ SEZ Authority, Andheri, Mumbai</i>
1.1(h)	The Licensee/ Service provider is __
1.4	The addresses are: Employer: SEEPZ SEZ Authority, SEEPZ SEZ, MIDC Central Road, Andheri East, Mumbai 400096 Attention: Assistant Development Commissioner, SEEPZ SEZ Authority E-mail: soodershan.shindde@gov.in, ddcseepz-mah@nic.in, seepz.pmu@gov.in Licensee: Attention: Facsimile: E-mail:
1.6	The Authorized Representatives are: For the Employer: For the Licensee: <i>[name, title]</i> _____
2.1	No change to the GCC clause

2.2.2	The date of commencement of the contract shall be either: a. 120 days from issuance of the Letter of Acceptance, or b. The actual date of display of advertisements by the Licensee, whichever is earlier.
3.2.2	The Employer reserves the right to determine on a case-by-case basis whether the service should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 3.2
3.4	Comprehensive Coverage: Ensure that all digital boards and hoardings are insured against damage, theft, and other liabilities. This insurance should cover the cost of repairs or replacements in case of any unforeseen incidents. Liability Insurance: Maintain liability insurance to cover any potential damages or injuries that may occur during the installation or maintenance of advertisements. and other Insurance obligations issued by the Municipal Corporation of Greater Mumbai (BMC) i.e “POLICY GUIDELINES FOR DISPLAY OF OUTDOOR ADVERTISEMENTS 2025”
3.5 b.	The Service Provider shall follow the protocol stipulated in the activity schedule regarding entering-exiting Employer’s premises and for carrying out any work.
3.7	There are no specific restrictions.
3.8.1	The rate of liquidated damages leviable is 0.5% of the value of the unexecuted or delayed milestone/services for each week or part-week of delay. The total amount of liquidated damages shall not exceed 10% of the contract value, beyond which the Employer may exercise its right to terminate the contract.
3.8.2	During the execution of the specified services if the Service Provider causes any nuisance or damage to any asset or resource on the Employer’s premises, the cost of making good such damages shall be recovered from the Service Provider.
3.10	The Licensee shall comply with the latest outdoor advertisement guidelines issued by the Municipal Corporation of Greater Mumbai (BMC) i.e “POLICY GUIDELINES FOR DISPLAY OF OUTDOOR ADVERTISEMENTS 2025”, as amended from time to time, and with

	all other applicable statutory requirements
5.1	The Employer shall provide necessary assistance in providing gate-passes for smooth entry of the Service Provider's vehicles and employees.
6.1	The accepted rate is: the "License fee in INR" payable by the Service provider to SEEPZ SEZ Authority, as quoted in the BOQ and confirmed in the Letter of Acceptance. This rate shall: - Be exclusive of all applicable duties, levies, and statutory charges (except GST, which is exempt for SEEPZ). - have a 5% increase over the previous year's license fee - Be used for all quarterly payments and final reconciliation. - No escalation, revision, or claim for additional cost shall be entertained during the contract period.
6.2	- The Accepted Annual License Fee, being the final highest Lumpsum rate discovered through the e-auction and accepted by SEEPZ, shall constitute the annual consideration payable by the successful bidder to SEEPZ for the grant of Advertisement Rights over the approved advertisement area. - The successful bidder shall pay the Annual License Fee in four equal quarterly installments, in accordance with the terms and conditions of the Contract Agreement. Any applicable taxes, duties, levies, or statutory charges shall be payable separately by the bidder, as prescribed by the relevant authorities. - In the event that SEEPZ approves any additional advertisement area during the contract period beyond the approved advertisement area covered under the tender, the corresponding License Fee for such additional area shall be determined and recovered in accordance with the provisions of the tender and Contract Agreement. - Upon completion of the contract period, the total License Fee payable shall be reconciled based on the Accepted Annual License Fee and any approved additions or modifications to the advertisement area during the contract tenure, in accordance with the terms of the Contract Agreement.
7.2	Disputes shall be resolved by way of arbitration as stipulated under the Arbitration and Conciliation Act, 1996 as amended till date.

Section 8 - Bidding Forms

Form 1 - Application Letter

(On Bidder's Letterhead)

To,
The Office of Development Commissioner,
SEEPZ-SEZ Authority,
MIDC Central Road,
Andheri East, Mumbai - 400096.

Subject: Submission of proposal for Selection of Advertisement Agency for allotment of space for Rights to display advertisements at SEEPZ, SEZ, Mumbai.

Dear Sir/Madam,

We, the undersigned, hereby express our interest in participating in the above-mentioned tender and submit our bid in response to the Request for Proposal issued by SEEPZ-SEZ Authority.

We confirm that:

1. We have read and understood the terms and conditions of the RFP and agree to abide by them.
2. We meet the eligibility criteria and have submitted all required documents as per the checklist.
3. We undertake that all information provided in our bid is true and correct to the best of our knowledge.
4. We agree to comply with all applicable laws, SEZ regulations, and guidelines issued by the Authority.
5. We further confirm that our bid shall remain valid for a period of 180 days from the last date of submission, as specified in the RFP.
6. We understand that SEEPZ-SEZ Authority reserves the right to accept or reject any bid without assigning any reason.
7. We understand that SEEPZ-SEZ hereby grants to the Bidder a limited, non-exclusive, non-transferable right and permission to install, operate, maintain, and remove the equipment/facilities specified under this Agreement at the designated locations within the SEEPZ-SEZ premises, subject to the terms and conditions of this Agreement. The rights granted herein shall not confer any exclusive privilege upon the Bidder, and SEEPZ-SEZ reserves the unrestricted right to permit, authorize, or engage any other party to install, operate, maintain, or provide similar equipment, facilities, or services within SEEPZ-SEZ at any time during the term of this Agreement.
8. We look forward to the opportunity to work with SEEPZ-SEZ and contribute to its digital advertising initiative.

Thanking you,

Yours faithfully,

(Signature)

Name:

Designation:

Company Name:

Date:

Form 2 - Checklist of documents comprising RFP

SN	Document	Included (Y/N)	Page No.	Remarks
1.	Application Letter as per the form provided (Form 1)			
2.	Bidder Information Form as per Form provided (Form 3)			
3.	Documents establishing Bidders' eligibility in accordance with BDS (ITB Section 3, 2-D)			
4.	Documents establishing Bidders' qualification in accordance with Forms given in Section 8: Bidding Forms			
5.	Applicant Participation Information			
6.	Integrity Pact (resubmission of same what had been submitted during REoI is allowed)			
7.	Affidavit of Indemnity (resubmission of same what had been submitted during REoI is allowed)			
8.	Undertaking for Non-Blacklisting			
9.	Power of Attorney for Authorized Representative (resubmission of same what had been submitted during REoI is allowed)			
10.	Undertaking To Be Given by the Bidder (resubmission of same what had been submitted during REoI is allowed)			
11.	Details of Hoardings, Location, Area, Size (as per Form 14)			

Form 3 - Bidder Information Form

Date:

Bid Ref. No.:

Bidder's Name:	
Bidder's legal entity status:	Firm / LLP / Pvt. Ltd. Company / Ltd. Company
Bidder's year of incorporation/ registration:	
Bidder's complete registered address:	
Bidder's PAN:	
Bidder's GSTIN:	
Information regarding bidder's authorized representative:	Name: Designation: Address: Email:
Name(s) of promoter(s) and members of the board of directors.	
Bidder's bank account details for EMD refund: (Enclose Cancelled Cheque as proof)	Account Name: Account Number: Bank Name: Branch Name: IFSC Code:

Form 4 - Bidder's Evaluation Documents

Sr. #	Criteria	Documents Required	Documents submitted (Yes/ No)	Page No.
1.	Must be a valid legal entity registered with appropriate government authority in the form of a firm / company / LLP and must be in existence for at least 5 years (i.e. since FY2021-22).	Self-Attested copy of Certificate of Incorporation / Partnership Deed / Proprietorship Registration / Trade License / MSME registration certificate.		
2.	The company should have PAN No. & GST Registration.	Self-Attested copies of PAN No. & GST Registration		
3.	The Applicant must have at least three years' experience (ending month of March prior to the application opening) of providing similar services to Central/State Government/ PSUs/ Nationalized Banks/ Reputed	Self-Attested copies of Work orders, completion certificates, or client testimonials from the last 3 years		

	Organizations. Services rendered with list of such Central/ State/ PSUs/ Nationalized Banks with duration of service shall be furnished.			
4.	Experience in completion of similar works (or at least 80% completed in case of ongoing projects) during the last 10 years, meeting one of the following: • 1 project $\geq$ ₹ 8 Cr, or • 2 projects $\geq$ ₹ 5 Cr each, or • 3 projects $\geq$ ₹ 4 Cr each. OR Experience in completion of similar works during the last 3 years, meeting one of the following:	Self-attested copies of the following documents issued by Central/ State Government Departments, Statutory Bodies, PSUs, Autonomous Bodies, or Government-owned Corporations: • Work Orders/ Agreements • Completion Certificates (for completed projects); and • Progress Certificates / Client Certificates/ CA Certificates clearly indicating that at least 80% of the contract value has been executed (for ongoing projects)		

	• 1 project $\geq$ 20,000 sft, or • 2 projects $\geq$ 12,500 sft each, or • 3 projects $\geq$ 10,000 sft each.			
5.	i. Gross average financial turnover of the Applicant from the advertisement business during the last three years should not less than Rs. 30 Cr. ii. Applicant should have net worth of at least Rs. 15 Cr during each of the past 3 financial years.	Audited financial statements (Balance Sheet and P&L) and ITRs for last 3 financial years. CA certificate clearly specifying the volume of turnover from services of similar nature and positive net worth during each of the past 3 FYs. Documentary evidence such as a certificate from a scheduled commercial bank or a CA.		
6.	No blacklisting by any government agency.	Self-declaration on company letterhead stating non-blacklisting status.		
7.	Indemnity Bond	Affidavit for Indemnity Bond on Rs. 500/- non-judicial stamp paper duly signed and notarized.		
8.	Integrity Pact	Affidavit for the Integrity Pact on ₹500/- stamp paper as per provided format.		

Form 5 - Technical Capacity of the Applicant

Details of similar Project Development Experiences during last 5 years preceding Bid Due Date

S. No	Name of Project	Land Area	Years of Operations (In case projects are operational)	Project Cost (ongoing/completed)	Date of Start	Date of Completion (if completed)	Description about the Project (including sector)
1							
2							
3							

Bidder may add more projects

Note:

- The format must be certified by a Chartered Accountant on their letterhead with stamp and seal.
- Bidders are expected to provide details of eligible projects in this appendix. SEEPZ SEZ Authority may seek necessary justifications or additional documents to corroborate the information provided, if deemed incomplete.
- Bidders must submit self-attested copies of work orders, completion certificates, or client testimonials in support of the listed projects.

Form 6 - Applicant Participation Information

S. No	Description	Pre-Bid Meeting Participated (Yes/No)	Site Visit Conducted (Yes/No)	Comments/ Observations as per Site-Visit Conducted
1	E – Tender cum E – Auction for Selection of Advertisement Agency for allotment of space for Rights to display advertisements at SEEPZ, SEZ, Mumbai			

Form 7 - Proforma of Integrity Pact

(This document shall be executed on Rs. 500/- non judicial stamp paper and shall be submitted along with the RFP Application as per the date and time given in this RFP)

This integrity Pact is made at on this.....day of 2026.

Between

SEEPZ SEZ Authority (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors and assigns)

And

{Name and address of the Bidder}, (hereinafter referred to as “The Bidder(s)” and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns.)

Preamble

Whereas, the Authority has floated the RFP {NIT No. _____ dated _____} (herein after Referred to as “RFP/Tender/Bid Documents”) and intend to allot /award, under laid down organizational procedure, the work titled **{Name & details of work}**. And Whereas the Authority values full compliance with all relevant laws of the space allotment, land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s).

In order to achieve these goals, the Authority will authorize officer(s)/committee who will monitor the tender process and the execution of the contract for compliance with the principles mentioned in the RFP and applicable for tendering process.

Article-1: Commitments of the Authority

(1) The Authority commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

- a) No employee of the Authority, personally or through family members, will in connection with the Tender, demand, take a promise for or accept, for self, or third person, any material of immaterial benefit which he/ she is not legally entitled to.
- b) The Authority will, during the Tender process treat all Bidder(s) with equity and reason. The Authority will in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an

- advantage in relation to the tender process.
- c) The Authority will exclude all known prejudiced persons from the process, whose conduct in the past has been of biased nature.
- (2) If the Authority obtains information on the conduct of any of its employees which is criminal offence under the IPC/ PC Act or any other Statutory Acts or if there be a substantive suspicion in this regard, the Authority will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/ Regulations.

Article – 2: Commitments of the Bidder(s)

The Bidder(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) commits themselves to observe the following principles during his participation in the tender process and during the contract execution.

- a) The Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of the Authority' employees involved in the tender processor the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process.
- b) The Bidder(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, submission or non-submission or bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c) The Bidder(s) will not commit any offence under the relevant IPC/PC Act and other Statutory Acts; further the Bidder(s) will not use improperly, for purposes of completion or personal gain, or pass on to others, any information o document provided by the Authority as part of the business relationship, regarding plans technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principle, if any.
- e) The Bidder(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the bid.
- f) The Bidder(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

The Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Article - 3 Disqualification from tender process.

- 1) If the Bidder(s), before or during tender process has committed a transgression through a violation of any provision of Article-2, above or in any other form such as to put his reliability or credibility in question, the Authority is entitled to disqualify the Bidder(s) from the tender

process.

Article – 4: Compensation for Damages.

- 1) If the Authority has disqualified the Bidder(s) from the tender process prior to the allotment/award according to Article-3, the Authority is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 2) If the Authority has terminated the contract according to Article – 3, or if the Authority is entitled to terminate the agreement according to Article-3, the Authority shall be entitled to recover liquidated damages or the amount equivalent to Security Deposit.

Article – 5: Previous Transgressions

- 1) The Bidder declares that no previous transgression has occurred in the last three years with any other Company in any country conforming to the anticorruption approach or with any other Public Sector Enterprises in India or any Government Department in India that could justify his exclusion from the tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as mentioned under Article-3 above and as per the procedure mentioned in “Guidelines on banning of business dealings”.

Article – 6: Equal treatment of all Bidders

- 1) The Bidder(s) undertake(s) to demand a commitment in conformity with this Integrity Pact.
- 2) The Authority will enter into agreements with identical conditions as this one with Bidders.
- 3) The Authority will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Article – 7: Criminal charges against violating Bidder(s)

If the Authority obtains knowledge of conduct of a Bidder, or of an employee or a representative or an associate of Bidder, which constitute corruption, or if the Authority has substantive suspicion in this regard, the Authority will inform the same to the Chief Vigilance Officer.

Article – 8 External Independent Monitor

- 1) The Authority appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders as confidential. He/ she reports to the

Authority at SEEPZ SEZ.

- 3) The Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Authority including that provided by the Bidder. The Bidder will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation.
- 4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) with confidentiality. The Monitor has also signed declarations on 'Non- Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Competent Authority at SEEPZ SEZ and recuse himself / herself from that case.
- 5) The Authority will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Authority and the Bidder. The parties offer to the Monitor the option to participate in such meetings.
- 6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the Authority and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 7) The Monitor will submit a written report to the Competent Authority at SEEPZ SEZ within 8 to 10 weeks from the date of reference or intimation to him by the Authority and, should the occasion arise, submit proposals for correcting problematic situations.
- 8) If the Monitor has reported to the Authority at SEEPZ SEZ, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Competent Authority at SEEPZ SEZ has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 9) The word 'Monitor' would include both singular and plural.

Article – 9 Pact Duration

This Pact begins when both parties have legally signed it. It expires for the successful Bidder(s) 12 months after the last payment under the Agreement and for all other Bidders 6 months after the issuance of LOA to the successful bidder.

If any claim is made/ lodged during his time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the Authority at SEEPZ SEZ.

Article - 10 Other Provisions.

- (1) This pact is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Authority, i.e. Mumbai.
- (2) Changes and supplements as well as termination notices need to be made

in writing.

- (3) If the Bidder is a partnership, this pact must be signed by all partners.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty/ Guarantee, etc shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Authority)

(For & On behalf of the Bidder)

(Office Seal)

(Office Seal)

Place:

Date

Witness 1: (Name & Address)

Witness 2: (Name & Address):

Date: ./_____/2026

Form 8 - Format for Power of Attorney to Authorized Signatory

Power Of Attorney

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the firm/ company who is issuing the Power of Attorney).

We, M/s. _____ (name of the firm/ company with address of the registered office) hereby constitute, appoint and authorize Mr./Ms. _____ (Name and residential address) who is presently with us and holding the position of _____ and whose signature is given below as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our bid for the _____ (name of tender), including signing and submission of application/ tender /proposal, participating in the meetings, responding to queries, submission of information/ documents and generally to represent us in all the dealings with SEEPZ SEZ, in connection with the this tender until culmination of the process of bidding, till the Contract Agreement is entered into with SEEPZ SEZ and thereafter till the expiry of the Contract Agreement. 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.

Dated this the _____ day of _____ 20__

(Signature and name of authorized signatory being given Power of Attorney)

(Signature and name in block letters of Proprietor / All the partners of the firm / Authorized Signatory for the Company) (Strike out whichever is not applicable)

Seal of the Proprietorship firm / Partnership firm/ Company

Witness 1:

Name:

Address:

Occupation:

Witness 2:

Name:

Address:

Occupation:

Notes:

- Signatory has to be the one employed by the Lead Member.
- 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 executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- **Power of Attorney is to be attested by Notary.**

Form 9 - Format for Indemnity Bond

(Affidavit of Indemnity (Indemnity Bond) on a Rs.500 non-judicial stamp paper duly signed and notarized)

“We hereby agree to undertake that we shall, at all times, indemnify and keep indemnified the Employer i.e. SEEPZ SEZ Authority against all Claims/ damages for any violation of any statutory / licensing requirements / building control norms while providing our services under the Contract. We shall indemnify the Client in full for any failure in performance on account of default or non-fulfillment of our obligations. We understand that, in such case, all the costs and expenses incurred by the employer are recoverable from us.”

Form 10 - Format for Undertaking for Non-Blacklisting

(Affidavit on a Rs.500 non-judicial stamp paper duly signed and notarized)

I/We, the undersigned, do hereby declare that our firm/company, [**Name of the Bidder**], has not been blacklisted, debarred, or declared ineligible for corrupt or fraudulent practices by any Central/State Government Department, Public Sector Undertaking, Autonomous Body, or any other Government Authority in India or abroad as on the date of submission of this Expression of Interest. We further declare that no criminal case is pending against the firm or its directors/partners and that all information provided in this tender is true and correct to the best of our knowledge and belief.

Form 11 - Undertaking by the Applicant

(On The Letterhead of Applicant).

UNDERTAKING

I/We, M/s _____, hereby undertake and confirm that:

1. We have thoroughly reviewed the RFP document and agree to abide by all terms and conditions mentioned therein, including any corrigendum/addendum issued by SEEPZ-SEZ Authority.
2. All information and documents submitted as part of our RFP are true, complete, and correct to the best of our knowledge and belief.
3. We understand that SEEPZ-SEZ Authority reserves the right to reject our application or terminate the contract if any information is found to be false or misleading.
4. We shall present original documents for verification when requested.
5. We accept that any breach of the above conditions may lead to disqualification, termination, or debarment from future tenders.
6. We understand that SEEPZ hereby grants to the Bidder a limited, non-exclusive, non-transferable right and permission to install, operate, maintain, and remove the equipment/facilities specified under this Agreement at the designated locations within the SEEPZ premises, subject to the terms and conditions of this Agreement. The rights granted herein shall not confer any exclusive privilege upon the Bidder, and SEEPZ reserves the unrestricted right to permit, authorize, or engage any other party to install, operate, maintain, or provide similar equipment, facilities, or services within SEEPZ at any time during the term of this Agreement.

Authorized Signatory:

Name:

Designation:

Company Name:

Seal & Signature:

Date:

Place:

Form 12 – Financial Proposal

The below mentioned are the schedule of summary price proposed for Selection of Advertisement Agency for allotment of space for Rights to display advertisements at SEEPZ, SEZ, Mumbai.

Sr. No.	Advertisement Media	Lumpsum License fee for a year of the Contract Period	
		(Rupees in figures)	(Rupees in words)
1	Display within the SEZ premises (for Part A- internal stakeholders and visitors) + Part B- at external-facing locations, for public visibility and outreach)		

NOTE:

1. The Bidders must quote for 6,000 SqFt display area for the Internal locations.
2. The Bidder shall quote Item-wise rate for Annual License Fee for advertisement rights covering both Part A - internal display locations within the SEZ premises (for stakeholders and visitors) and Part B- external-facing display locations (for public visibility and outreach). The H1 amongst these quoted rates, (total for both Part A (Internal areas) & Part B (Outdoor areas)), shall form the Initial Auction Rate (IAR) and base rate for the e-auction. Eligible bidders shall participate in the e-auction and may improve upon their quoted rates. The bidder quoting the highest item-wise final rate in the e-auction for total of Part A (Internal areas) & Part B (Outdoor areas) shall be declared the Successful Bidder and shall be awarded the contract, subject to compliance with all tender requirements.
3. The lump-sum amount quoted by the Bidder shall, for the purpose of allocation by the Authority, be apportioned in the ratio of 30:70 towards Internal Areas and External Areas, respectively. The 70% portion attributable to the External Areas shall be subject to revenue sharing between the Bidder and BMC in the ratio of 70:30, i.e., 70% to the Authority and 30% to BMC. No revenue sharing shall be applicable on the Internal Areas.
4. The Bidder shall use this financial proposal template for preparation of their financial proposal and submit it as Envelope-2. The Bidder shall enter the remuneration in Indian Rupees only. Submission of financial quote in any other form including mentioning it in the proposals will call for rejection of the response of the Bidder.
5. The Applicant may **add additional rows** in Part B in the table, wherever required, to provide complete and accurate information.
6. In the event that, during the Contract Period or during the process of obtaining approvals from BMC or any other concerned authority, any of the identified locations are not permitted/approved due to site-specific, on-ground, statutory, technical, or other constraints, the Authority may, at its sole discretion, permit suitable modification/deletion of such locations. In such case, the prevailing License Fee shall be revised proportionately based on the number/extent of locations so permitted by the Authority.

Form 13 - Agreement for Rights of Advertisements

(To be executed at the time of Award of Contract)

This agreement made at on _____ [*insert date*] day of _____ [*insert month*] 2026

Between SEEPZ SEZ, Mumbai through Deputy Development Commissioner, hereinafter referred to as the SEEPZ Authority (which expression shall include the successors and assignors) on the one part and M/s. _____ hereinafter referred as to licensee (Which expression shall include its successors and assignors) on the other part.

Now it is hereby agreed by the parties here to as follows:

1. That in consideration of payment of _____ (here enter license fee for first year), for display area of _____ SqFt, SEEPZ will provide the rights of displaying advertisements at SEEPZ, SEZ to M/s-----of which the entire amount will be paid in advance before the commencement of license & for subsequent year the license fee will have a 5% increase over the previous year's license fee. The payment will be made quarterly in advance.
2. SEEPZ hereby permit the said licensee to display advertisements at SEEPZ, SEZ, for the monetary transaction on the terms and conditions hereinafter contained and subject to the rules and regulation in force of concerned Municipal Corporation etc. and rules/guidelines, laws and amendments issued from time to time.
3. SEEPZ hereby grants to the Bidder a limited, non-exclusive, non-transferable right and permission to install, operate, maintain, and remove the equipment/facilities specified under this Agreement at the designated locations within the SEEPZ premises, subject to the terms and conditions of this Agreement. The rights granted herein shall not confer any exclusive privilege upon the Bidder, and SEEPZ reserves the unrestricted right to permit, authorize, or engage any other party to install, operate, maintain, or provide similar equipment, facilities, or services within SEEPZ at any time during the term of this Agreement.
4. The advertisement boards would be put up in accordance with the number, type & size of boards and at the locations as mentioned in 'Form 14' of this document. If there is any confusion in this regard, it will be clarified by the **SEEPZ, SEZ, Mumbai-96**

5. SCOPE OF ADVERTISEMENTS

- i. Install digital hoardings/screens at strategic internal and external locations.
- ii. Should also assess and recommend the feasibility of deploying digital and non-digital

advertisement modes within SEEPZ-SEZ premises. Based on this assessment, and wherever deemed necessary, the agency shall install and manage non-digital advertisement boards (excluding wall paintings on boundary walls), including but not limited to:

- a) Hoardings
 - b) Unipoles
 - c) Glow Sign Boards
 - d) Show Frame Boards
 - e) LCD Projected Boards
 - f) Any other acceptable new idea (to be specified and approved by SEEPZ Authority)
- iii. Manage content display (ads of SEEPZ unit holders, public messages, etc.).
 - iv. Monetize ad space through transparent and competitive mechanisms.
 - v. Maintain and operate the digital infrastructure.
 - vi. Ensure compliance with SEEPZ norms, environmental and safety standards.

The advertisement boards can be put up as per number, type and size of boards and at the locations as mentioned at Form '14' to this document. The boards can be put up in accordance with the terms & conditions contained in this document. The size & site of advertisements can slightly be changed on administrative ground.

- 6. For the purpose of this agreement, unless a contrary intention appears from the subject or context the term display of advertisements will consist of size & site as per Form '14'. SEEPZ reserves the right to alter the location and size of the said advertisement, if necessary without assigning any reason and no compensation will be granted to the licensee on this account. The licensee shall not use the said location for any purpose other than the display of advertisement.
- 7. The licensee shall, therefore, pay all rates/ cesses/ taxes and assessments whatever payable or hereafter becomes payable to the Govt. or Municipality in respect of the said display of advertisement and shall abide by the rule/law of land, in force, relating to display of advertisements.
- 8. That the license unless extended/cancelled in terms of the provision hereinafter contained shall remain in force for a period of Ten years commencing from (Date of commencement) to (Date, after Ten years), which can be extended for another five years upon satisfactory services certified by the Authority.
- 9. That the licensee shall not assign, transfer, mortgage, sublet the privilege conferred under this agreement.

10. The Licensee will take separate Electric supply connections for lighting of the advertisement boards etc. from the concerned agencies and will directly pay their charges to the concerned agencies on regular basis accordingly. At the time of vacating the allotted location, the licensee shall have to submit the "No Dues Certificate" from concerned Electric agencies to release the security deposit.
11. If the information furnished by the tenderer is found to be incorrect, the contract, if awarded is liable to be terminated without notice and Earnest Money and/or Security Deposit is liable to be forfeited.
12. SEEPZ will review the functioning/performance of the Licensee periodically and may intimate contract based on non-performance and non-fulfilment/ breach of obligations agreed by the Tenderer after providing a fair opportunity to be heard. In case, SEEPZ is not satisfied with the reply of the Company and/or the company does not rectify any breach within the time given by SEEPZ then SEEPZ may cancel the contract.
13. The Licensee will in no case sub-contract and/or transfer the whole or part of the contract to any other person or firm.
14. The company shall make good any damage caused to the premises normal wear and tear being excepted. The decision of the SEEPZ SEZ, Mumbai on the question whether any damage is caused to the premises and what amount of compensation would make good such damaged shall be final and binding on the parties hereto.
15. The premises will normally be allotted to the tenderer who offers the highest rates of License Fee in e-auction. However, the SEEPZ reserves the right to reject the highest offer or all the offers without assigning any reason.
16. The allotment of site will be cancelled immediately, if the Licensee found to be associated with any misdeeds, antisocial, antinational or undesirable activity inside or nearby the allotted site.
17. In the case of dispute regarding unsatisfactory services by the Licensee, decision of SEEPZ will be final and binding.
18. Expenditure on display of advertisements etc. shall be borne by the company. The company shall be responsible for any damage of buildings from fire, establish, structure for hoardings etc. and decision of SEEPZ SEZ, Mumbai in this regard will be final.
19. The licensee shall arrange/ obtain all necessary clearances/ formalities from Municipal Corporation or all other concerned statutory authorities to display advertisements.
20. Initially, the offered price by the successful Tenderer shall be for type and area of advertisements mentioned in scope or advertisement mentioned at Form '14' only. However, during the contract period if the successful Tenderer requires any additional

area, if available and SEEPZ permits, then the current Licensee Fee will be revised/enhanced in the same proportion.

21. In the event that, during the Contract Period or during the process of obtaining approvals from BMC or any other concerned authority, any of the identified locations are not permitted/approved due to site-specific, on-ground, statutory, technical, or other constraints, the Authority may, at its sole discretion, permit suitable modification/deletion of such locations. In such case, the prevailing License Fee shall be revised proportionately based on the number/extent of locations so permitted by the Authority.
22. That the land & walls for display of advertisements will be provided by SEEPZ to licensee on "As is where is basis" on which the civil & electrical work etc. will be done by the licensee. No structure of any kind whatsoever shall be erected by the licensee without the permission in writing of the Estate Officer, SEEPZ SEZ, Mumbai or any other officer duly authorized by him. The plan of the structure shall also be subject to the approval of the said officer and no construction shall be started without such approval in writing. Any structure erected by the licensee shall be treated as temporary structure.
23. That the licensee shall allow the SEEPZ officials free access at all time, to the said area of advertisement and shall whenever so requested by the SEEPZ forthwith pull down or replace any structure which the SEEPZ shall consider to be improperly situated.
24. SEEPZ also reserves the right to determine the contract forthwith in the event of unsatisfactory performance of the licensee.
25. That the licensee shall be governed by the rules, regulations, advertisement policy and instructions of SEEPZ which are in force or which may hereafter come in force governing the said activities. The licensee further undertakes to pay all the taxes levied by local body or civil body.
26. That licensee had deposited Rs. _____ (5% of contract value as amount of Security Deposit) by way of Bank Guarantee vide No. _____ dated _____ drawn on _____ Bank as security deposit as per the terms and condition of this license. No interest shall be payable on the security deposit by the SEEPZ.
27. SEEPZ shall be entitled to recover any money due from the licensee under this agreement or otherwise from the said security deposit that licensee shall on demand forthwith make good the deficiency so as to keep the security deposit at the fixed amount. The security deposit will be refunded on satisfactory completion of the contract period after taking into consideration that all SEEPZ's dues are cleared.
28. SEEPZ reserve the right to cancel this license at any time on giving 30 days notice in

writing of its intension to do so and the licensee shall on expiry of the period of notice to vacate the land, remove all material and structure, if any belonging to the licensee. If Any structure is not required to be dismantled by the SEEPZ, the SEEPZ shall pay the compensation for the same which will be determined by the SEEPZ through its any officer, whose decision shall be final and binding. In case the licensee fails to restore the land to its original state as required by the SEEPZ, the SEEPZ, may do so at the risk and cost of the licensee and the expenses so incurred shall be recoverable from the security deposit and/ or any other money that is due to the licensee for the SEEPZ.

29. If on the expiry of the license, the licensee continues to use the land, he shall be liable to pay the charges to SEEPZ as determined by the Regional Manager and the licensee shall be entitled to remove its belongings only when he has paid all the charges due to SEEPZ.
30. After expiry of the licensed period, the licensee should immediately vacate the SEEPZ premises and hand over the possession to the SEEPZ or apply for renewal of the license within 90 days from the date of expiry of license. In the failure on the part of licensee either to vacate the premises on the expiry of the licensed period or failure to apply for renewal of the license within 90 days of the expiry of the license, SEEPZ shall be entitled to recover without prejudice to other right of the SEEPZ under this agreement or the law for the time being in force, the license fee at the rate of double the normal license fee already agreed to if the license for such period the plot remains in the possession of the licensee.
31. Any notice to be served on the licensee shall be deemed to be sufficiently served if delivered at or sent by the registered post addressed to the licensee at his/their last known place. Any notice to be served by the licensee on the SEEPZ shall be deemed to be sufficiently served if delivered at SEEPZ SEZ Office or sent by the registered post.
32. SEEPZ is not responsible for any loss of cash, any loss of installation, any loss of any equipment due to whatsoever reason maybe.
33. SEEPZ reserves the right for deduction of SEEPZ due from Licensee's security amount on the following grounds:
 - (i) Any amount imposed by SEEPZ as fine under the penalty clause.
 - (ii) Any amount which SEEPZ becomes liable to the Govt./ Third party on the behalf of any default of the Licensee or any servant/agent.
 - (iii) Any payment/ fine made under the order/judgment of any court/forum or law enforcing agency or any person working on his behalf.
34. The Honourable court of Mumbai have jurisdiction to decide any dispute arising out of or in respect of the contract.

35. That this agreement shall remain in force for a period of Ten years unless determined under any provision hereinafter.

- i) Provided that it shall be always lawful for the SEEPZ to terminate the agreement at any time without assigning any reason and without being liable for loss or damage which the licensee may suffer by means of such termination by giving the licensee one month prior notice in writing of its intention to terminate the license.
- ii) Provided that the termination of the licensee under this clause or any other clause herein shall not be deemed to prejudice or affect any claim or any right to indemnify which the SEEPZ has against this license in respect of breach of any condition of any of the agreement of matter pending in any court or before other agency authorized by law against the act of licensee, here in prior to the termination of the said agreement.
- iii) The arrangement can be terminated by either party by giving 3 months advance notice OR charges in lieu thereof. However, in case breach of provision/ conditions of this agreement by the tenderer, SEEPZ can immediately terminate this arrangement without resorting to 3 months' notice.

36. In the event of earlier determination before the expiry of license, the licensee shall forthwith remove his belonging and will hand over the land to SEEPZ in the original condition without any object or opposition.

37. The Licensee shall comply with all the provision of Labour Laws and Rules made thereunder and the Licensee also indemnify the SEEPZ for any loss and damages suffered due to violation of above provisions.

38. The date of commencement of the contract will be either (a) 120 days from the date of giving the letter for right to display advertisements or (b) from the actual date of displaying the advertisements by the licensee, whichever is earlier.

39. The SEEPZ shall not be responsible for any loss of damage caused to the Licensee to total discontinuance of this scheme under the agreement for any reasons whatsoever.

40. **OTHER TERMS & CONDITIONS**

- i) **Advertisements with approval of Estate Officer:** All the advertisements would be displayed with the approval of the SEEPZ, SEZ AUTHORITY, Mumbai in accordance with the sites/ type allotted to the Licensee company/firm. Any advertisement found objectionable would not be allowed.
- ii) **Advertisements not allowed:** No advertisements relating to Intoxicants, liquor, cigarettes, Tender is, tobacco products, lottery, Political advertisement etc. Would

be allowed. If any advertisements are disallowed by the law of the land or by court orders or if any advertisements are banned by the Govt./Department in public interest, such advertisements would also not be allowed.

- iii) **Quality of Advertisement Boards:** The advertisement boards should be of very high quality and colours. These should be prepared by pasting vinyl sheets on rust proof sheets.
- iv) **Replacement of spoiled boards:** Any advertisement boards which get spoiled after some time will have to be placed within a week of the notice given by the SEEPZ, Mumbai, failing which the SEEPZ, SEZ AUTHORITY will have the right to remove the spoiled company/firm.
- v) **Fixing & display of advertisement boards:** The responsibility for fixing and display of advertisement boards would be that of the Licensee Company/ firm which will be done by them with the written approval of the Estate Officer indicating the period of display, site of display as well as type and size of each advertisement.
- vi) **No compensation for less number of advertisements:** If the Licensee company/firm is unable to put up advertisements on some or all of the sites allotted to them, they will not be entitled to claim any compensation, whatsoever, on this account.
- vii) The personnel of Licensee shall obtain permission of SEEPZ, SEZ, MUMBAI for entry into the premises and shall ensure compliance of SEEPZ guidelines/Instructions. The Licensee shall indemnify the Corporation for any damage/ losses to SEEPZ property and non-compliance of any statutory /SEEPZ/ Govt. requirements. Non-indemnify the Corporation may lead to forfeit the S/D amount by the SEEPZ Authority, beside other mode of recovery for realization of any amount due to Authority.

41. **DISPUTE/ARBITRATION:**

All disputes and differences arising out of or in any way touching or concerning this agreement whatsoever (except as to any matter the decision of which is expressly provided for in the contract) shall be referred to the sole arbitration of any person appointed by the SEEPZ SEZ, MUMBAI. It will be no objection to any such appointment that the person appointed is an employee of the Corporation that he had to deal with the matter to which the contract relates and that in the course of his duties as such employee of the Authority, he had expressed views on all or any of the matters in dispute or difference. The award of such arbitrator shall be final and binding on the parties to this contract. It is a terms of

this contract that in the event of such Arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the SEEPZ, SEZ at the time of such transfer, vacation of office or unable to act shall appoint another person to act as arbitrator in accordance with the terms of this contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a terms of this contract that no person other than a person appointed by the SEEPZ, SEZ, MUMBAI as aforesaid should act as Arbitrator and if for any reason that is not possible the matter is not to be referred to Arbitration at all. The arbitrator shall give reasons for award.

Provided further that any demand for arbitration in respect of any claim (s) of the Licensee(s) under the contract shall be in writing and made within one year of the date of termination or completion (expiry of the period) of the contract and where this provision is not complied with, the claim(s) of the Licensee shall be deemed to have been waived and absolutely barred and the Authority shall released of liabilities under the contract.

The Venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The work under the contract shall if reasonably possible continue during the arbitration proceedings and no payment due or payable to Licensee shall be withheld on account of such proceedings.

The costs of arbitration shall be borne by the parties as per the decision of the arbitrator.

The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing of the date of the first hearing.

The arbitrator shall give separate award in respect of each dispute or difference referred to him.

Subject as aforesaid the Arbitration and Conciliation Act, 1996 shall apply to the Arbitration proceedings under this clause.

The Licensee is required to sign and submit all the pages of this tender documents under their official stamp.

Signed for and on behalf of SEEPZ

Witness:

SEEPZ, SEZ

Signed for and on behalf of Licensee by

Shri

(Authorized Signatory)

Witness:

Form 14 - Details of Hoardings, Location, Area, Size

The brief details of the Proposal are as follows:

Sr. No.	Location of Display	Type of Hoarding	Location Description	Location pin	Display Area (sqft) (approx. for Internal locations)
Part A - Internal/ Indoor*					
1.	Internal		NA	NA	
2.	Internal		NA	NA	
3.	Internal		NA	NA	
4.	Internal		NA	NA	
5.	Internal		NA	NA	
	Total Internal*		NA	NA	
Part B - Outdoor / External facing					
1.	Outdoor		Near Neysa jewels*	19.129314, 72.879989	
2.	Outdoor		Near KGK Creations, SEEPZ ++	19.129393, 72.879220	
3.	Outdoor		Pt 1: Back side of SEEPZ ++ Tower I & II, near Gate 3	19.129554, 72.878615	
4.	Outdoor		Pt 1: Back side of SEEPZ ++ Tower I & II, near Gate 3	<u>19.129612, 72.877936</u>	
5.	Outdoor		Near Gate 3 – Left Side	19.129871, 72.877285	
6.	Outdoor		MIDC- JLVR central road junction	19.129842, 72.876619	
7.	Outdoor		MIDC Road	19.129269, 72.876225	
8.	Outdoor		MIDC Road	19.128360, 72.875609	
9.	Outdoor		MIDC Road	<u>19.127882, 72.875240</u>	
10.	Outdoor		Near SDF 1	19.126854, 72.874491	
11.	Outdoor		Near SDF 6, MIDC road	<u>19.124289, 72.872512</u>	
12.	Outdoor		MIDC central road traffic signal near SDF 6	19.123236, 72.871910	
13.	Outdoor		Near Gate 2	19.122202, 72.872974	
14.	Outdoor		Behind Creations (Turning)	<u>19.120613, 72.877115</u>	
15.	Outdoor		Quarters -D1 bungalow backside facing MIDC road	19.128681, 72.875390	
16.	Outdoor		Inside Quarters	<u>19.129283,</u>	

			facing MIDC road	<u>72.875862</u>	
17.	Outdoor		Quarters – A1 corner*	<u>19.129981,</u> <u>72.876339</u>	
18.	Outdoor		A2 Quarters*	<u>19.130395,</u> <u>72.875685</u>	
19.	Outdoor		Inside Quarters facing MIDC road*	<u>19.128095,</u> <u>72.874935</u>	
	Total Outdoor				
	Grand Total (Part A & B)				

***The Bidders must quote for 6,000 SqFt display area for the Internal locations**

Note:

- 1) The type of Hoarding shall be Digital or Non-digital etc, and Location of Display is Outdoor/ external (facing DP roads) or Indoor/ Internal (facing in-campus arterial roads).
- 2) The type of hoarding shall fall under the categories specified in TOR Clause 5.2.a(i).
- 3) The Applicant shall submit the proposal based on observations and understanding derived from the site visit.
- 4) The Applicant may **add additional rows** in the table, wherever required, to provide complete and accurate information.

Section 9 - Contract Forms

1. Letter of Acceptance

{On Employer's Letterhead}

Date:

To

[Name of the Bidder]

[Address of the Bidder]

[City, State, PIN Code]

[Contact Details of the Bidder]

Subject: Letter of acceptance of your bid against tender ref. no.:

This is to notify you that your Bid dated *[insert date of bid submitted by the bidder]* for the execution of services titled "*Selection of Advertisement Agency for allotment of space for Rights to display advertisements at SEEPZ, SEZ, Mumbai*" against Bid Invitation Ref. No. *[insert Bid Ref. No.]* is hereby accepted by the SEEPZ SEZ Authority for the Accepted Rates of Rs. *[insert amount in numbers and words]*, as evaluated in accordance with the Instructions to Bidders.

You are requested to furnish the Performance Security amounting to 5% of contract value in the form of a bank guarantee or a fixed deposit in favour of Pay & Accounts Officer, SEEPZ SEZ Authority within 15 days. In case the bidder chooses to submit a bank guarantee, the format for Performance Bank Guarantee given below shall be used.

Authorized Signature:

Name and Designation of Signatory:

Name of Employer:

2. Form of Contract

This CONTRACT (hereinafter called the “Contract”) is made the [day] day of the month of [month], [year], between, on the one hand, [name of Employer] (hereinafter called the “Employer”) and, on the other hand, [name of Service Provider (*a Single Entity*)] (hereinafter called the “Service Provider”).

WHEREAS

- a. the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- b. the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract with an offer to pay License Fee at the rate of [insert accepted rate];

NOW THEREFORE the parties hereto hereby agree as follows:

The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

- a. the Letter of Acceptance;
- b. the Service Provider’s Bid
- c. the Special Conditions of Contract;
- d. the General Conditions of Contract;

The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:

- a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
- b) the Service Provider shall make payments to the Employer in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of [name of Employer]
[Authorized Representative]

For and on behalf of [name of Service Provider]
[Authorized Representative]

3. Performance Bank Guarantee Format

{The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated}

Beneficiary: SEEPZ SEZ Authority, Andheri (E), Mumbai 400096

Date: *[Insert date of issue]*

Performance Guarantee No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Service Provider]* (hereinafter called "the Applicant") has been selected as a successful bidder as communicated in the Employer's Letter of Acceptance (LoA) dated *[insert date]*, for the Non-Consulting Services of ***Selection of Advertisement Agency for allotment of space for Rights to display advertisements at SEEPZ, SEZ, Mumbai*** (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount 5% of Contract Value, such sum being payable upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the *[insert date]*, and any demand for payment under it must be received by us at this office indicated above on or before that date.

[signature(s)]

[Official Seal]

Section 10 - Appendix

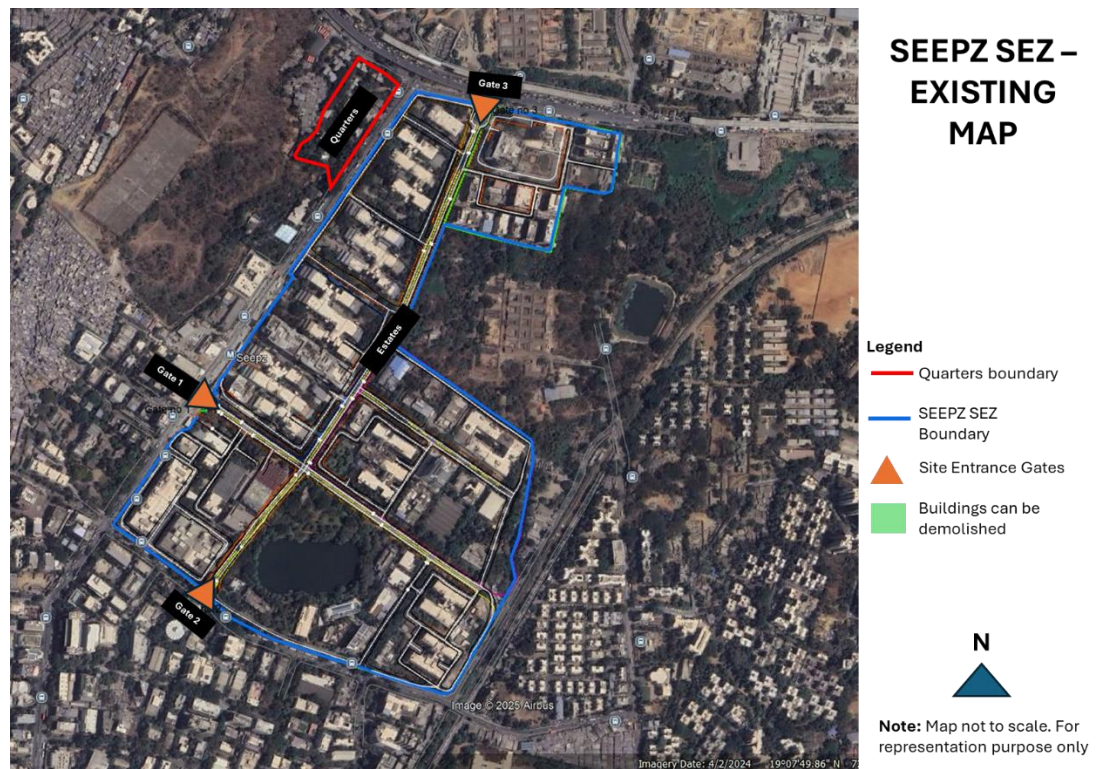
I. Tentative Existing & projected pedestrian footfall data inside the estate

Table 3-3 Gate-wise Pedestrian Entry Data

Particulars	Date	Maximum hourly Pedestrian Traffic Volume in numbers			
		Gate 1	Gate 2	Gate 3	Total
Monday	14-04-25	5458	1259	6296	13,013
Tuesday	15-04-25	6508	624	6941	14,073
Wednesday	16-04-25	6267	877	6360	13,504
Thursday	17-04-25	5346	1999	6534	13,879
Friday	18-04-25	6570	1074	6519	14,163
Saturday	19-04-25	5126	1013	4846	10,985
Sunday	20-04-25	2149	42	0	2,191
Maximum hourly Traffic (in 7 days)		6,570	1,999	6,941	15,510
Maximum hourly Traffic (forecasted for 2055)		16,425	4,998	17,353	38,775

Source: SEEPZ Authority

II. Existing Map



III. Proposed Quarter layout



IV. Proposed skywalk

