

**EAST DELHI MUNICIPAL CORPORATION**  
(ADVERTISEMENT DEPARTMENT)

1<sup>ST</sup> Floor, Udyog Sadan,  
419, Patparganj Indl. Area,  
Delhi-110092.

No. CO(Advtt)/EDMC/2013/D-162

Dated: 30.04.2013

**NOTICE INVITING TENDERS**

All registered advertiser,

Sealed tenders are invited from the advertising agencies registered with the advertisement department of erstwhile MCD/SDMC/NDMC/EDMC under any categories, holding valid Registration on the date of tender, for allotment of the contracts for display of advertisement on **18 Foot Over Bridges(FOB)** at the sites located within the jurisdiction of East Delhi Municipal corporation, as per the approved terms & conditions. Tender document comprising of tender form, terms & conditions and list of sites can be obtained from the office of Commercial Officer, Advertisement Department, 1<sup>st</sup> floor, Udyog sadan 419, Patpatganj. Indl. Area, Delhi-110092, on a written request, on all working days during **09.05.2013 to 17.05.2013** upto 1.00 p.m. on payment of a non refundable amount of Rs.1000/- (Rupees One Thousand only) each, by Demand Draft drawn on any Nationalized/ Scheduled Bank in favour of Commissioner, EDMC, payable at Delhi. The tender document, can also be seen on the internet at [www.mcdonline.gov.in](http://www.mcdonline.gov.in) > News & Events The same can be downloaded, printed and submitted to EDMC on the date of tender along with the requisite fee of Rs.1000/- as mentioned above. No tender document shall be sent by post. **Separate tender form be filled for each of the FOB.**

**The MRP and EMD for each FOB will be Rs.40,000/- and Rs.10,000/- respectively.**

The tender will be received and opened in the office of the Commercial officer (Advertisement) at the above mentioned address, as per schedule given below, in the presence of the tenderers.

Period for <b>sale</b> of tender forms	09.05.2013 to 17.05.2013 Upto 1.00 p.m.
Last date & time for <b>submission</b> of tenders	17.05.2013 up to 1.00 p.m.
Date & time for <b>opening</b> of tenders	<b>On 17.05.2013</b> at 2.00 p.m.

Sd/-  
(Vinit Gautam)  
Commercial Officer

**EAST DELHI MUNICIPAL CORPORATION  
(ADVERTISEMENT DEPARTMENT)**

**Cost : Rs.1000/-**

NIT No.\_\_\_\_\_ / FOB/2013-14

Dated : 30.04.2013

**Tender / Application form for award of display of advertisement rights on Foot Over Bridge (FOB) on “as is where is” basis.**

I/We hereby offer the rate of monthly licence fee for award of display of advertisement rights on Foot Over Bridge (FOB) located at \_\_\_\_\_ in EDMC jurisdiction as per list at **Annexure-‘I’** for a contract period of **two years**, against advertisement rights, extendable by another year with mutual consent of both the parties, subject to satisfactory performance by the contractor and on the enhanced licence fee by 10% for the extended period, on the prescribed terms & conditions, as per the following details:-

**(All the information must be given in CAPITAL LETTERS)**

1. Name of Applicant:
2. Name of Company/Firm:
3. Status in the Company/Firm:
4. Present Address:
5. Permanent Address:
6. Telephone No. Office: Residence:
7. In case of company/firm, the name of proprietor(s), Partners or Directors etc., as the case may be, should be given along with parentage, age and residential address(es); both present and permanent, as under :-

Sl. No	Name of Proprietor/ Partner(s)/Director(s)	Father/Husband’s Name	Age	Present Residential Address	Permanent Residential Address

8. Rate of Monthly Licence Fee offered:-

Description of site	Minimum Reserve Price	Offer of Monthly Licence Fee (in rupees) (please indicate both in words & figures)
FOB Sl. No. _____  (as per <b>Annexure- ‘I’</b> given	As prescribed in NIT	

in NIT)		
---------	--	--

-2-

9. An amount of Rs. \_\_\_\_\_ (as per enclosed list) as Earnest Money is paid herewith by Bank Draft /Pay Order No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ Bank in favour of Commissioner, EDMC.
10. Any other information which the tenderer /applicant may like to furnish:-  
\_\_\_\_\_

**SIGNATURE OF TENDERER / APPLICANT**

(with seal)

ADDRESS \_\_\_\_\_  
\_\_\_\_\_.

**DECLARATION:-**

I/We have gone through and understood the contents of this tender/ application form carefully and the information furnished by me/ us is true to the best of my/our knowledge and belief and nothing has been concealed there-from. I/We have also read and understood carefully the terms & conditions of allotment annexed herewith which I/We shall abide by. I/We agree to the allotment of award of display of advertisement rights on FOB sites \_\_\_\_\_ located in the jurisdiction of EDMC as per **Annexure- 'I'**, for a period of two years, extendable by another one year on mutual consent of both the parties, subject to satisfactory performance by the contractor and on the enhanced licence fee by 10% for the extended period.

**SIGNATURE OF TENDERER/APPLICANT**

Encl: As above.

Dated: \_\_\_\_\_.

**N.B.**

- (i) Tender/application form duly filled in and properly sealed together with Earnest Money should be dropped only in the box specified for the purpose and placed in the office of Commercial Officer (Advertisement), 1<sup>st</sup> Floor, Udyog Sadan, 419, Patparganj Industrial Area, Delhi - 110092, on **09.05.2013 upto 1.00 p.m.** and the tenders will be opened by the Tender Committee on the same day at **2.00 p.m.**, in the presence of the tenderers, if any.
- (ii) All the documents, as submitted, should be signed by the applicant, duly authorised, and the seal affixed (in case of company/ firm);
- (iii) Authorization/Board Resolution in favour of applicant/ tenderer alongwith a copy of partnership deed/Memo of Article of Association etc., as the case may be, should also be submitted with the tender form;
- (iv) The allotment will be made on "**as is where is**" basis;
- (v) Tenderes/ applicants are advised, in their own interest, to visit and see the sites themselves before submitting their tenders. No representation on any account whatsoever, shall be entertained, in this regard.
- (vi) Conditional tenders shall not be acceptable and shall be summarily rejected.
- (vii) Black-listed/ debarred/ defaulting advertisers/ agencies/ firms / companies / applicants, by any govt./semi/govt./central govt./autonomous govt. body, shall not be allowed to receive tenders directly or indirectly. An undertaking to this effect shall be enclosed with the tender form.

- (viii) **Rates should be mentioned in lump sum per month in multiples of hundreds only.**

\*\*\*\*\*

**TERMS & CONDITIONS FOR AWARD OF DISPLAY OF ADVERTISEMENT RIGHTS  
ON EXISTING 18 FOOT OVER BRIDGES(FOB)**

<b>Eligibility</b>	<p>1. Only the advertising agencies duly registered with the erstwhile MCD or EDMC/SDMC/NDMC under any of the categories, holding valid Registration on the date of submission of tender or valid registration till any month of Year'2012-13 shall be eligible to participate in the tenders for allotment of contracts for display of advertisement on 18 Foot Over Bridges(FOB) in the jurisdiction of the EDMC, a list of which is contained in <b><u>Annexure 'I'</u></b>.</p> <p>1.1. Wherever any stay order has been passed by any court of law in respect of any of FOB or the previous contract is continuing or has been extended by the EDMC, in favour of the previous contractor, possession of such FOBs shall be handed over to the prospective contractor, subject to vacation of stay by the court of competent jurisdiction or expiry of the contract period / extended contract period.</p> <p>1.2 The intending tenderer shall inspect the description of the FOB, before submitting tenders and may obtain clarification, if any, before submission of the tender. No objection/grievance/dispute in this behalf shall be entertained, subsequent to submission of the tender. No remission in licence fee/ground rent or advertisement tax will be given, in this regard.</p>
<b>Title of land</b>	<p>2. The EDMC is and shall continue to be the absolute owner of the FOB including the land underneath.</p>
<b>Description of work</b>	<p>3. The contractor shall display advertisement on the FOB as contained in Annexure 'I', which shall be allotted on 'as is where is' basis.</p> <p>3.1 The contractor shall be exclusively responsible to obtain necessary electricity, connections from the respective authorities in his / her own name and for timely clearance of all the dues in respect of the same for the contract period. On the part of the EDMC, only a 'No Objection Certificate' shall be issued, on a specific request, to enable the contractor to obtain electricity connection in his / her name or in the name of his / her firm. No generator set shall be permissible for providing electricity at the 18 FOB sites .</p> <p>3.2. The contractor shall display advertisement on the allotted FOB, during the concession period and, thereafter, hand over to the EDMC the FOB with entire installations /display boards etc. in free of charge.</p>
<b>Incubation period</b>	<p>4. The initial period of <b>two weeks from the date of allotment letter</b>, for display of advertisement and obtaining electricity connection from the concerned authorities which shall not be extendable, under any circumstances. The monthly licence fee shall be payable by the contractor from the day next to the date of expiry of the incubation period.</p>
<b>Display of advertisement</b>	<p>5. The contractor shall have the right to display advertisement at the FOB during the contract period. The advertisement area is to be created <b>on the walls only on two sides of the structures</b>,. The advertisement shall be concealed within the walls and shall be back-lit only. The displays at the FOB shall, in no case, exceed the limit of Outdoor advertisement policy 2007 as approved by the Hon'ble Supreme Court..</p>
<b>Period of Concession</b>	<p>6. The contract period shall be for a period of <b>two years, extendable by another year</b>, with mutual consent of both the parties, subject to satisfactory performance by the contractor and on the enhanced licence fee by 10% for the extended period. After expiry of the contract period, either on account of completion of the concession period or pre-termination of the contract on any account</p>

whatsoever, the contractor shall hand over possession of the FOB with complete structures to the Commissioner, EDMC or any other person authorized by him.

At the time of handing over possession to the EDMC, it shall be ensured that the FOB is/are in proper condition and that no damage is caused by display of advertisement boards.

- 2-

**Monthly  
Licence Fee**

7. The successful tenderer / contractor shall be liable to pay monthly licence fee in the form of bank draft / pay order at the rates offered by him / her and approved by the department, in addition to the advance Advertisement Tax for each and every display, as leviable under Section 142 of the DMC Act. Monthly license fee shall be payable by the contractor till handing over vacant and peaceful possession of the FOB, after complying with necessary terms & conditions of contract

7.1 The monthly license fee shall be payable by the contractor from the day next to the date of expiry of the respective incubation period or from the date advertisement found displayed as the case may be, whichever is earlier.

**Maintenance  
of Accounts**

8. The contractor shall maintain proper books of accounts of the advertisements displayed from time to time, submit details of the same at the time of making payment of Advertisement Tax and produce the relevant books of accounts, as and when specifically required by the Advertisement Department of the EDMC.

**Penalty on late  
payments**

9. The contractor shall deposit the monthly license fee in advance by the 10<sup>th</sup> of every calendar month. All payments shall be deposited by way of Bank Draft / Pay Order in favour of **Commissioner, EDMC** against proper receipts. Failure to make full payment of monthly license fee, shall make the contractor liable to pay **late fee / interest @ 2% per month** on the unpaid amount, even if the delay is for part of a month. If the contractor fails to make payment by the 10<sup>th</sup> of the succeeding month with interest, the contract shall be liable to be terminated, security / earnest money forfeited, after providing due opportunity of hearing to the contractor and possession of the site including complete structure of the FOB shall be taken over by the EDMC. Monthly license fee shall be payable by the contractor from the date of commencement of the contract.

**EMD/  
Performance  
Security**

10. Each tenderer shall have to deposit in advance **Rs.10000/-** by bank draft / pay order in favour of Commissioner, EDMC as **EMD** along with the tender form. The **EMD**, if not so deposited, will disentitle the advertiser from submitting the tender or participating in the opening of tender. Tenders without **EMD** will be summarily rejected. **EMD** will be converted into performance security after allotment of work. **Performance Security** shall be retained by the department till completion of the contract period. The **Performance Security** shall be refundable to the contractor after deducting any expenditure incurred towards damage caused by the tenderer, if any etc. on expiry of six months from the date of completion of concession period. This security will not carry any interest.

**Security  
deposit**

11. The contractor shall be liable to deposit security amount **equivalent to three months' licence fee** at the rates approved by the EDMC, at the time of allotment of contract, only in the form of bank draft / pay order drawn in favour of Commissioner, EDMC, on any of the nationalized / scheduled banks. The security amount deposited by the contractor shall be adjustable against the monthly licence fee for the last three months of the contract, subject to clearance of all past dues and satisfactory performance of the contract by the contractor. The security deposit shall not carry any interest in any circumstances.

**Surrender**

12. The contractor may surrender the contract by giving **three months' notice** in writing, provided:-  
(i) The contract has been in force for at least Six months i.e. no surrender notice is permissible during the initial four months of the contract period;  
(ii) The surrender notice shall not be valid unless upto date dues, including those for the notice period, are paid up on the date of such surrender notice;  
(iii) In case the contractor wants to withdraw the surrender notice, he/ she may do so by giving a

request in writing, provided the request has been received, before commencement of the process for re-tender of the contract and upto date dues including interest, if any, towards the same have been duly deposited in the department.

-3-

<b>Structure/ material to become the property of EDMC</b>	13. In case of surrender of the contract at any pre-mature stage or pre-determination / termination of the same for any reason whatsoever, the contractor shall have no right to remove the installations from the FOB or any of the material or items, and the same shall become the property of the EDMC.
<b>Space for EDMC logo or social messages</b>	14. In addition to the space provided to the contractor for display of commercial advertisement, a space not exceeding 10% of the outer surface area of the each FOBs, shall be used for display of the compulsory message ' <b>EDMC FOR BETTER DELHI</b> ' or social messages and EDMC logo, as may be provided to him, from time to time.  14.1. The contractor shall not exceed the prescribed portion of the FOBs for display of advertisement and shall ensure that no colour matching that of the traffic signals i.e. Red, Orange and Green, is used for display of advertisement.  14.2. The contractor shall not display any advertisement related to liquor, cigarette, tobacco or tobacco products or any advertisement which is abusive/ obscene / vulgar / negative, in nature, or which violates the code of conduct, in any manner whatsoever, and ensure that public decency is maintained. He shall also not allow display of any religious advertisement which may cause any resentment among the public, in any way whatsoever. The advertisement displayed shall not violate any of the provisions of the DMC Act, Advertisement Bye-laws framed there under, Outdoor Advertisement Policy and the relevant directions / judgments / orders of the courts of law.
<b>Ownership of installations during concession period.</b>	15. During the concession period, the ownership of the installations of display boards as may be provided by the contractor shall rest with the contractor for recovery of its investments and reasonable profit, at its targeted rate of return through advertisement for the sponsored clients on the display boards provided on the FOBs.
<b>Responsibility of the contractor.</b>	16. Any theft, damage, breakage of the structures/display boards, electrical fittings / fixtures, by the contractor on FOBs, shall be the responsibility of the contractor and the repairs etc. shall be done by the contractor, during the concession period, at its own cost.
<b>Modifications/ guidelines</b>	17. The allotment of work is subject to modifications in the specifications and compliance of guidelines, as may be prescribed, from time to time.
<b>Termination of contract</b>	18. The EDMC reserves the right to terminate the contract for breach of any of the terms & conditions of allotment, after providing due opportunity of hearing, to the contractor.
<b>Guarantee</b>	19. The contractor shall have to guarantee against closer of the project/work, due to his fault or due to bankruptcy or for any other reasons not on the part of the department and in such an event, no compensation shall be payable to the contractor and the department shall be entitled to take over charge of the project in whatever stage it is, without any payment being made whatsoever and to get the project completed in whatever manner it deems fit. Consequently performance security and three months security will be forfeited and the firm will be black listed.
<b>Damages</b>	20. Any damage to the foot-path, tiles, curb-stones, central verge or any other ancillary structures, during display of advertisement on the FOBs, including supporting structures, shall be the sole responsibility of the contractor, which shall be made good by the contractor, as per existing specifications, at its own cost.

**Precautions**

21. The contractor shall take all precautions to avoid any accidents during display of advertisement on the FOB. If any accident occurs during display of advertisement on the FOB the contractor shall

- 4 -

be directly responsible for the damages or any other consequences, whatsoever and EDMC shall be kept harmless.

21.1 Proper arrangement shall be made by the contractor to avoid any hindrance to the traffic during display of advertisement on the FOB. Diversion of traffic, if required, shall be arranged by the contractor as per traffic police requirements at his own cost.

**Service Tax**

22. Service Tax shall be payable by the contractor directly to the concerned authority, at the rates, as may be applicable, from time to time.

**Competent Authority**

23. For the purpose of this contract, Commissioner, EDMC, or any other officer, authorized by him, shall be the competent authority and his / her decision shall be final and binding on the parties to the contract.

23.1. Commissioner, EDMC, shall have the right to cancel the allotment of the contract at any time, without assigning any reason whatsoever to the contractor.

**Jurisdiction of courts**

24. All the matters arising out of the contract shall be within the jurisdiction of the Delhi Courts only.

**Arbitration**

25. (a) In the event of any controversy or dispute arising out of this contract, the same shall be referred to the sole arbitration of the Commissioner or any officer nominated by him, in this behalf. There shall be no bar on reference of dispute to the arbitrator or such an officer so nominated by the Commissioner, even though the said officer is an employee of the EDMC or might have dealt with the matter earlier or expressed his opinion thereon. In case the arbitrator to whom the matter is originally referred, is transferred or vacates his office or is unable to act for any reason whatsoever, the Commissioner, EDMC shall be competent to appoint another person as arbitrator who shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. The decision of the Arbitrator appointed by the Commissioner, shall be final and binding on the parties. The limitation for filing the claim for arbitration is **90 days** from the expiry of the contract period and in case no claim is filed within this period, it shall be presumed that there is no claim/dispute.

(b) Subject to above, the provisions of the Arbitration Act, 1940 or any statutory modifications or enactment thereof and the rules made there under and for the time being in force, shall apply to the arbitration proceedings under this clause.

(c) The party invoking the arbitration clause shall specify the disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each of such disputes/ claims.

(d) In case the arbitration clause is invoked by the contractor, he will be required to deposit 50% of the dues being claimed by him, subject to final decision in the arbitration proceedings.

(e) The arbitrator may, from time to time, without the consent of the parties, enlarge the time for making and publishing the Award.

Signatures of the Contractor  
Officer

Signatures of the  
Authorized by Commissioner,  
EDMC

Annexure-I

**List of 18 Foot Over Bridges(FOB) for advertisement**

S. No.	Location/Site	Zone	MRP	EMD
			@Rs40000/- for each FOB site	Rs.10000/- for each FOB site
(1)	(2)	(3)	(4)	(5)
1.	Near toll tax Ghazipur NH-24 (W. 200ft.)	Sh(S)		
2.	Near Vinod Nagar NH-24 (W. 200 ft.)	Sh(S)		
3.	Near Ghazipur DDA Market (W. 200 ft.)	Sh(S)		
4.	Mayur vihar Phase-I (W. 50 ft.)	Sh(S)		
5.	Mayur vihar Phase-I (W. 200 ft.)	Sh(S)		
6.	Ramesh Park Laxmi Nagar Pusta (W. 200 ft.)	Sh(S)		
7.	Bank Enclave Pusta Road (W. 200 ft.)	Sh(S)		
8.	Gandhi Nagar Pusta (W. 200 ft.)	Sh(S)		
9.	Near Hasanpur Depot (W. 200 ft.)	Sh(S)		
10.	Near Anand Vihar ISBT (W. 200 ft.)	Sh(S)		
11.	Seemapuri Bordar (W. 200 ft.)	Sh(S)		
12.	Seemapuri Bordar (W. 200 ft.)	Sh(S)		
13.	Yamuna Bank (W. 200 ft.)	Sh(S)		
14.	Krishna Nagar East (W. 200 ft.)	Sh(S)		
15.	Arjun Nagar (W. 200 ft.)	Sh(S)		
16.	Yamuna Vihar (W. 200 ft.)	Sh(S)		
17.	Loni Road (W. 200 ft.)	Sh(S)		
18.	Welcome Colony (w.200 ft.)	Sh(S)		



