

**SOUTH DELHI MUNICIPAL CORPORATION
OFFICE OF THE DEPUTY COMMISSIONER (Advtt.)**

Dr. Shyama Prasad Mukherjee Civic Centre (25thFloor),
Jawaharlal Nehru Marg, New Delhi-110002, Ph. No. 011-2322-7212

**OPEN TENDER FOR ALLOTMENT OF ADVERTISEMENT RIGHTS THROUGH 05
CLUSTERS OF UNIPOLE SITES IN CENTRAL ZONE & SOUTH ZONE ON MONTHLY
LICENSE FEE BASIS UNDER THE JURISDICTION OF, SDMC**

TENDER NOTICE

No: AC/Tender-02/Advtt./SDMC/2017/NIT/D-446

Dated: 19/06/2017

Bids are invited on behalf of Commissioner, SDMC from eligible bidders for allotment of advertisement rights through 05 Clusters of Unipoles sites in Central Zone and South Zone for display of advertisement under the jurisdiction of SDMC on monthly license fee basis in two bid system (Technical and Financial), for a period of **three years** and further extendable to another period of two years subject to satisfactory performance of the firm and as decided by the Commissioner SDMC. **The bidder can bid for 1 or more or all clusters as per his financial capabilities as mentioned in clause 3 of tender document.** The Advertisement cluster/s shall be awarded to the successful H-'1' bidder/bidders for display of advertisement through Unipoles of approved design at designated sites as mentioned in **Annexure "1"** of the tender document.

The eligible bidder may submit their bid containing the tender documents duly signed on each page along with requisite Earnest Money Deposit and requisite tender fee for each cluster/clusters and other documents as mentioned in the tender document.

The tender documents may be downloaded through SDMC's website www.mcdonline.gov.in, and payment of requisite tender Fee of Rs. 40,000/- (Rupees FORTY Thousand Only) for participation in tender, shall be deposited by way of demand draft/pay order payable at Delhi drawn in favour of Commissioner, SDMC along with submission of the bid. This Tender Document contains total no. of 58 pages from page 1 to 58. The tenders will be received and opened in the office of Commercial Officer (Advtt.) at the above mentioned address, as per following schedule:

Date of issue of Tender	19.06.17, onwards
Pre Bid Meeting	27.06.17, at 15.00 Hours at 25th Floor, Conference Hall, Civic Centre, New Delhi- 110002
Date of Placement of Tender Box at 25th Floor for submission of bids	07.07.17, 11.00 AM onwards
Last Date Of Submission of Tender Documents	10.07.2017, Till 15.00 Hours
Date &Time of opening of Technical bid	10.07.2017, At 15.30 Hours

Prospective bidders are advised to regularly scan through SDMC website as corrigendum/amendments/clarification/reply to pre-bid query (if any), will be notified on the official website and no separate advertisement/communication in any other form will be made for this purpose. Any bid not accompanied with the tender fee and EMD shall be summarily rejected.


Assistant Commissioner (Advtt.)

**Asstt. Commissioner
Advertisement Department
SDMC**

ELIGIBILITY CRITERIA AND ESSENTIAL PRE-REQUISITES

1. Criteria for participation:

Sole Proprietorship Firm, Partnership Firm, Registered Society/Registered Co-operative Society, Public Limited Company or a Private Limited Company, against whom no dues are pending either from erstwhile MCD and from SDMC as on date and not been blacklisted by erstwhile MCD and by SDMC/NDMC/EDMC, Central/State Govt. departments, Ministry, Autonomous body, PSUs as on bid submission date, subject to fulfilling the eligibility criteria given in the document elsewhere is eligible to submit bid for allotment of Advertisement rights through designated cluster/clusters of Central Zone, South Zone and West Zone under the jurisdiction of SDMC as mentioned in **Annexure '1'**. The firm shall get itself registered with the Advertisement Department SDMC in appropriate category (if not registered already) within seven working days after issuance of offer letter to the firm. **The bidder/s shall bid for any or all of the clusters/sites as per his Annual Average Financial Turnover and net worth as mentioned under Clause '3' of tender document.**

Note* :- The bidder must be eligible for registration on the last date and time of submission of tender.

2. Site Details:

Detail of all advertisement Clusters including location, latitude & longitude, Monthly MRP (**Minimum Reserve Price**) and **EMD** of each cluster within the jurisdiction of SDMC are specified in **'Annexure '1'**.

Important Note:-

- A. All the bidders are advised to visit all these locations/clusters and make assessments of revenue potential of these clusters before bidding. No claim shall be entertained after bid submission regarding feasibility of site/s in terms of single side display or double side display or any other claims. The details of all advertisement sites are mentioned in **Annexure "1"**.
- B. The H-1 bidder (successful bidder of each cluster) shall erect/install structures of Unipoles for display of advertisement only on the earmarked sites by SDMC (As per locations mentioned in respective clusters in **Annexure '1'**). However location of individual Unipole site may be altered by the bidder during incubation period in the same cluster having equivalent monthly MRP after getting approval from the Advertisement Department SDMC, due to reasons mentioned herein under. However no request for extension of incubation period shall be entertained in this regard. The H-1 bidder will install Unipole sites awarded in the given cluster/individual basis as per the OAP 2007 or its amendment if any, DMC Act and bye laws made there under.

Only following reasons may be considered by the Advertisement Department SDMC for change of unipole site/s:

- (i) Any underground services/ any other similar hindrance below the ground level duly confirmed by Advertisement Department of SDMC, which obstructs the construction of foundation for installation of Unipoles.
- (ii) Sudden change in status of site and site found in contravention with the

OAP 2007 or the policy in force at that time due to new development/ improvement of road parameters such as widening of road, construction/improvement of footpath, construction of rotary, installation of traffic regulatory signs/lights and improvement of other road features etc.

(iii) In case, the site becomes not feasible due to start of construction activity of road/Metro /railway and or any other reason which seriously affect the prospect of display of advertisement.

C. Following are the necessary conditions to be followed at the time of submitting request for change in site due to above mentioned reasons:

(i) The changed location must be strictly as per provisions of OAP 2007 or the policy in force at that time. The advertiser must give an affidavit in this regard. However, the decision of the commissioner SDMC shall be final and binding in this regard.

(ii) The Changed location of advertisement sites if any, the same must be submitted to the advertisement Department of SDMC before the completion of incubation period for the reason mentioned in para B(i) above only. For reasons mentioned above in Para B. (ii) and Para B. (iii), the advertiser is allowed to submit request for change in site during entire period of contract. However in no case, the department shall consider any request for fees remission for such altered sites due to above mentioned reasons. In case the contractor/ successful bidder refuse to accept alternate site and request for fee remission for that particular site/sites, the department shall not allow any fee remission in MLF and the contractor is liable to deposit the same MLF as awarded. However, the fees remission shall be considered only in the exceptional circumstances on case to case basis when alternative site shall not be available on same cluster with equivalent MRP. The fees remission shall be restricted to the average MRP of a unipole site of that particular cluster keeping in view the single side display or double side display. The copy of average MRP of cluster (which will be awarded to the H-1 bidder) shall be supplied to H-1 bidder (successful bidder) on his request after issue of offer letter to H-1 bidder (successful bidder).

(iii) Any violation of OAP 2007 or the policy in force at that time shall invite immediate cancellation of the contract with forfeiture of security deposit/Performance Guarantee including Advance MLF without any prior notice.

D. The department shall not be responsible, in case the advertiser fails to install/ erect the unipole at designated site(s) within incubation period and no relaxation in the MLF shall be granted in these circumstances.

E. There will be 10% increase on awarded MLF from commencement of 3rd year of contract and also 10% increase on awarded MLF every year during the extended period, if extended by the Commissioner SDMC.

F. The successful bidder shall incur all expenses related to construction of foundation for Unipole, installation, erection, fabrication, electrical installation of the media and structural design of Unipole and also for shifting of Unipoles etc.

G. On completion of the contract period or its pre-determination for any reason whatsoever, including surrender by the advertiser, the structure of the pole/device(s) shall become the property of South DMC. The advertiser shall hand over all the Unipole/device structures to the department in good condition.

- H. The Advertising Firm shall be at liberty to change the Fascia Display from single display to double display and vice versa on earmarked Unipole sites within the Cluster but not exceeding the total number of allotted displays within the respective cluster as per the design of unipole as mentioned in Annexure 10 of Tender Document, by submitting prior written information to the department.

3. Eligibility Criteria

- a. The bidder should be in Advertisement business at least for one year. The date of determination would be the last date of submission of bid. The work order/copy of agreement for advertisement work either executed or in progress should be submitted along with the bid.
- b. The current no dues certificate issued by the concerned organization who have issued the work order/award letter to the bidder should also be submitted.
- c. Current No dues certificate issued under the signature of CO/AC, Advertisement Department, SDMC.
- d. The bidder should not have made any losses in the last three financial years. **The net worth of the bidder during last financial year should be minimum 25% of the annual MRP (Minimum Reserve Price) of the cluster/clusters for which the bid is submitted by the bidder.** The minimum net worth and MRP for each cluster are calculated as mentioned below in the table. The net worth of the company should be duly certified by a Chartered Accountant. However, the last financial year net worth shall be considered i.e. net worth as on 31.03.2016.
- e. The Minimum annual average financial turnover of the bidder during the last three financial years must be as follows:

Cluster Wise Minimum Annual Average financial turnover South Zone & Central Zone under the jurisdiction of SDMC are mentioned below:-

S.No	Cluster Number & Name	No. of Sites	MRP (Rs)	EMD (Rs)	Minimum Average Annual financial turnover(Rs)	Minimum Net Worth(Rs)
1.	CLUSTER No. 7, Rajghat to DND (Ring Road) and including stretch Ring Road to Akshar Dham & CWG Village Bus stop to Ring Road (Central Zone)	8	15,39,000/-	16,62,100/-	1,84,68,000/-	46,17,000/-
2.	CLUSTER No. 9, Shree Maa Anandmai Marg (FTC-Kalka Ji Red Light to M.B. Road & M.B. Road to Kalkaji Red light) and Bhisam Pitamah Marg (Central Zone)	5	8,47,305/-	9,15,000/-	1,01,67,660/-	25,41,915/-

3.	CLUSTER No. 10, Delhi Gate to Matka Peer Red light and Bharo Mandir (Central Zone)	9	19,24,605/-	2078500/-	2,30,95,260/-	57,73,815/-
4.	CLUSTER No.2 FTC-Munirka to Vasant Kunj Nelson Mandela Road (South Zone)	6	20,45,075/-	22,08,600/-	2,45,40,900/-	61,35,225/-
5.	CLUSTER No.4, Aruna Asaf Ali Road, Mehrauli Pur Road (South Zone) (After deletion of two Unipole sites due to road widening)	4	8,50,204/-	9,18,200/-	1,02,02,448/-	25,50,612/-
Total Rs.			72,06,189/-	77,82,400/-	8,64,74,268/-	2,16,18,567 /-

Note:-1. If the bidder is applying for all the clusters, then the minimum annual average turnover of the bidder during the last three financial year must be Rs.8,64,74,268/- or more and the average minimum net worth during the last three financial years must be Rs.2,16,18,567/- or more. In case, bidder is applying for more than one cluster then minimum annual average financial turnover shall be summation of minimum annual average financial turnover for applied clusters i.e. if bidder has applied for cluster No. 7 and 9 then his minimum annual average financial turnover shall be Rs.2,86,35,660/- (Rs.1,84,68,000 + Rs.1,01,67,660) or above and the average minimum net worth during the last three financial years must be summation of average minimum net worth of applied clusters. i.e. if bidder has applied for cluster No. 7 and 9 then his average minimum net worth during the last three financial years shall be Rs.71,58,915/- (Rs.46,17,000 + Rs.25,41,915) or more.

Note:-2. The Department shall consider the bids of bidders for Cluster/Clusters having different MRP upto his financial capacity and upto his minimum net worth in the order of preference as mentioned by the bidder in **Annexure 7** and once the bidders financial capacity exhaust, the Department shall not consider the remaining cluster/s, if applied by the bidder beyond his Minimum Average Annual financial turnover and average net worth.

The financial turnover of the bidder has to be from any legal business activity. The turnover of the bidder shall be ascertained from the following documents which the bidder is required to submit along with his bid:

- Profit & Loss account statement of the bidder for the preceding three financial years showing the annual turnover duly certified by a Chartered Accountant; (FY 2013-14 onwards)
- Audited Balance sheet of the bidder for the preceding three financial years showing the annual turnover duly certified by a Chartered Accountant; (FY 2014-15 onwards)
- Complete copy of income Tax Returns, showing the bank account number of the bidder for the preceding three financial years; (FY 2015-16 onwards)
- Details of bank account (as reflected in the I.T. Returns) with bank statement of the bidder for the last 12 months.

- f. Any bidder or Director/Partner/proprietor of any firm who have been /is associated in any manner with a Firm/Company/Organization, who has not cleared past dues, if any, of SDMC/ erstwhile MCD and has been black-listed by either erstwhile MCD or SDMC / NDMC / EDMC, or any Govt. organization /Ministry /PSUs Autonomous Body shall not be eligible to participate in the tender and such participation will be rejected, summarily.

The bidder need to submit an Affidavit in this regard clearly mentioning that all the directors/partners or proprietor are /is/ were /was not associated to any firm/company/organization in any manner who have not cleared past dues of SDMC/Erstwhile MCD or also not associated in past and present to the firm/company/organization in any manner who has been black-listed by either erstwhile MCD or SDMC / NDMC / EDMC, or any Govt. organization /Ministry /PSUs Autonomous Body.

4. Documents to be submitted with tender form:

Part-I, Technical Bid:

The Bidder shall be required to submit following certificates/undertakings and documents in the technical bid. The Technical bid shall be kept in separate sealed cover super scribing '**Part I -Technical Bid**' - "**Tender for allotment of advertisement rights on designated sites in South Zone under the jurisdiction of SDMC**". This sealed cover shall contain:-

- a) Complete tender document, each page duly signed by the authorized signatory.
- b) Bid Application in Format given at '**Annexure-2**'.
- c) Power of Attorney in the name of the Authorized Signatory in Format given at '**Annexure-3**'.
- d) The tender documents may be downloaded through SDMC's website www.mcdonline.gov.in, and payment of requisite tender Fee of Rs. 40,000/- (Rupees Forty Thousands Only) for participation in tender, shall be deposited by way of demand draft/pay order payable at Delhi drawn in favour of Commissioner, SDMC along with submission of the bid.
- e) No Dues Certificate issued by SDMC under the signature of CO/AC Advertisement, SDMC.
- f) Basic information of bidder as per '**Annexure-4**'.
- g) Requisite Earnest Money of each cluster separately in the form of Bank Draft/Demand Draft/Bankers Cheque in favour of Commissioner, SDMC shall be deposited along-with submission of the bid, as mentioned in '**Annexure-1**'.
- h) Document in favour of eligibility criteria mentioned at para No. 3 shall be the part of technical bid.
- i) The bidder/s shall mention his order of preference of clusters in '**annexure 7**' which shall be considered for order of opening of his financial bid/s for cluster/s.
- j) Terms and conditions as per '**Annexure-9**' duly signed and under the seal of Sole Proprietorship firm, Partnership firm. Registered Society/Registered Co-operative Society, Public Limited Company or a Private Limited Company.
- k) Accepted design of Unipoles as per '**Annexure-10**'. However, in case the bidder is willing to submit his design of Unipole strictly as per the size mentioned in OAP 2007, the same may be submitted along-with the bid. The department shall reserve the right regarding the acceptance of new design of unipole submitted by any bidder. The decision of the department shall be final in this regard.

- l) The bidder should also submit the duly filled and signed Performa of eligibility criteria as per the annexed Performa at **annexure-'11'**.
- m) The bidder should submit an affidavit on non judicial stamp paper of Rs. 100/- duly notarized as per the clause 3 sub clause (f) of tender document as per the Performa annexed at **annexure-'12'**.
- n) The bidder should submit an index duly signed by the authorized signatory showing all the documents attached in the technical bid with their page numbers as per Performa annexed at **annexure-'13'**.

Note:- It is important to mention here that, the department shall not consider the cost of Unipole of any unique design submitted by the bidder and H-1 bidder(successful bidder for each cluster) shall be strictly decided on the basis of the highest quoted amount irrespective of cost of the unique design of Unipole.

Part-II, Financial Bid:

Bidder shall be required to submit the following certificates/undertakings and documents in the financial bid:

- 1) Financial Quote for each cluster shall be quoted separately as per Format given at **'ANNEXURE-8'**.

Note 1 :-In case the bid /bids are made for selected site/Sites and not for the designated cluster/clusters of unipole sites of Central Zone & South Zone, as mentioned in the tender document, the same shall be summarily rejected.

Note 2:- The tentative bidders are advised to submit the quoted rates for each cluster in a separate sealed cover. In case, the bidder quote rates in a single format for more than one cluster, the Department shall consider the bids of bidders for Cluster/Clusters having different MRP upto his financial capacity and upto his minimum net worth in the order of preference as mentioned by the bidder in **Annexure 7** and once the bidders financial capacity exhaust, the Department shall not consider the remaining cluster/s, if applied by the bidder beyond his Minimum Average Annual financial turnover and average net worth

- 2) **The financial bid of each cluster shall be kept in separate sealed cover super scribing the "Financial bid for cluster No.____" and in case the bidder is bidding for more than 1 cluster, than all sealed cover envelope for each cluster shall be kept in a separate sealed cover envelope carrying all the sealed cover financial bid for each cluster super scribing 'Part II - Financial Bid - "Tender for allotment of advertisement rights through designated cluster/clusters of unipole sites in Central Zone/South Zone under the jurisdiction of SDMC"'**.
- 3) The two envelopes as stated above i.e. Part-I and Part-II shall be further sealed and kept in an envelope super-scribing **'Bid - "Tender for allotment of advertisement rights through designated cluster/clusters of unipole sites in Central Zone/South Zone under the jurisdiction of SDMC"**, clearly mentioning the name, address of the agency/contractor submitting the bid. Any tender not accompanied with any of the above mentioned documents/information/certificates/undertakings/earnest money/tender

cost, is liable to be rejected, summarily. However, SDMC reserves the right to call for information/clarifications from the bidder. The bidder may apply for one or more cluster/clusters or all clusters of unipole sites for advertisement rights in the Central Zone & South Zone and West Zone under the jurisdiction of SDMC.

Note: The bidder must not mention his financial quote for the cluster/s except in the **Annexure 8** separately for each cluster, otherwise bid shall be summarily rejected.

5. Pre-Bid Meeting

- 1) SDMC shall hold a pre-bid meeting with the prospective bidders on date & time and at Address of the Venue mentioned in the NIT.
- 2) The Bidders will have to ensure that their queries for Pre-Bid meeting should reach at the address mentioned in the NIT by post, or e-mail on or before Date & time specified in the NIT.

6. Response to Pre-Bid Queries and Issue of Corrigendum

- 1) At any time prior to the last date for receipt of bids, SDMC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the tender document by way of corrigendum.
- 2) Prospective bidders are advised to regularly scan through SDMC website as corrigendum/amendments/clarification/reply to pre-bid query (if any), will be notified on the official website and no separate advertisement/communication in any other form will be made for this purpose.
- 3) Any such corrigendum shall be deemed to be incorporated into this tender document.
- 4) In order to afford prospective Bidders reasonable time in which to take the corrigendum into account in preparing their bids, SDMC may, at its discretion, extend the last date for the receipt of bids.
- 5) For any query from applicant, SDMC reserves the right not to offer clarification on any issue raised in a query. No extension of any dead line will be granted on this account that SDMC has not provided clarifications.

7. Bid Submission Instructions:

- a) The duly filled bid documents should be submitted on or before the due date and time. In case the due date is declared a holiday then due date will be next working day on same time.
- b) Tender form should be clearly filled giving full name and address of the party and in English Language only. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English.
- c) That the bid document, including the documents/certificates/undertakings etc. (all pages) must be signed and paged by the authorized signatory of the bidder.
- d) The Bidder is expected to carefully examine all the instructions, guidelines, terms and conditions and formats of the tender in his own interest. Failure to furnish all the necessary information as required or

submission of a bid not substantially responsive to all the requirements of the tender shall be at Bidder's own risk and may be liable for rejection.

8. Rejection of Bids:

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

- (i) If he has made misleading or false representations in the tender document submitted by him.
- (ii) If he has any pending dues with erstwhile MCD or SDMC.
- (iii) Any bidder who has been blacklisted by MCD or SDMC/NDMC/EDMC or any Govt. organization/Ministry /PSUs/ Autonomous body due to any reason.
- (iv) Any bidder who is found to have any interest in the disqualified/blacklisted agency /person /company for which the decision of the SDMC shall be final and binding on all the parties.
- (v) Tries to influence the tender process through direct contact with any official involved in the tender process or through manipulative news reports against any competing bidder / complaints against competing bidders from known or unknown sources.
- (vi) Absence or omission of any document as required as per the tender documents, the concerned bidder shall be declared as not eligible and in that eventuality their financial bid shall not be considered.
- (vii) Fails to provide clarifications related thereto, when sought by SDMC within reasonable time.
- (viii) Any delay in receipt of tender documents through registered post/Speed post / courier shall render the tender invalid. Telegraphic/fax/e-mail tender etc. shall be summarily rejected. Decision of SDMC in this regard shall be final and binding upon.
- (ix) Information relating to the examination, clarification and comparison of the Proposals shall not be disclosed to any bidder or any other persons not officially concerned with such process until the selection process is over. If any of bidder found indulged in such activity, then the bid of such bidder shall be summarily rejected and other legal actions shall be taken as per law.
- (x) The Technical Bid proposal should not include any financial bid information. A Technical Bid proposal containing any financial bid information shall be summarily rejected.
- (xi) Any superfluous document(s) not related to the mandatory criteria in company profile shall not be taken into account and no weight-age shall be given and shall result in summary rejection of bids. All participating bidders are clearly instructed to attach documents which are relevant to the scope of work / mandatory criteria as specified in the tender document and not any other document.
- (xii) Any bidder found indulging in malicious campaign or disinformation campaign or personal character assassination/vilification against any official of the SDMC or any other bidders either directly or through third parties, at any time after publication of the NIT, shall

- be liable for rejection of bids and other legal actions as per law. Such bidders may also be blacklisted by the Municipal Corporation.
- (xiii) Any interlineations, erasures, over-writing, additions, etc. will disqualify the Tender. Only cutting(s) will be allowed, subjected to signed by the authorized signatory.

9. Opening of Tender :

Tender shall be opened at the date and time specified in the NIT.

10. Bid Evaluation:

a. Technical Bid Evaluation

Responsiveness of bids submitted by all the Bidders shall be first examined with respect to Bid application, earnest money and tender fee, immediately after opening of the bids. Technical bids of all the responsive bids shall be evaluated as per criteria given in Para 3 (Eligibility criteria) above. All the technically qualified bidders shall be intimated by the Advertisement department/SDMC for opening of financial bid.

b. Financial Bid Opening/Evaluation:

- (i) Financial bids of the technically qualified bidders shall be opened in order of preference as submitted by bidder in **Annexure 7**.
- (ii) Bidders shall be ranked H-1, H-2, H-3 etc. in decreasing order of their financial offers for respective clusters. The selection will be on the basis of the highest monthly License fee (H-1) quoted by the bidder for the advertisement cluster/clusters of unipole sites of Central Zone, and South Zone as mentioned in the **Annexure '1'** under the jurisdiction of SDMC. However, in the event that two or more Bidders quoting exactly the same bid amount, the H-1 bidder shall be decided either by obtaining spontaneous bids in sealed cover from all the bidder who have quoted the same H1 rate, which of course must be higher than their original quoted MLF or H-1 will be decided by way of a draw amongst the said bidders then and there itself in the presence of representative of bidders and decision of SDMC in this regard shall be binding on the all the party/bidders.
- (iii) If there is a case of any discrepancy in quoted amount in words and figures, then the amount quoted by the bidder in words shall be considered. The decision of SDMC in this regard shall be binding and final on the all the party/bidders.

11. Acceptance of Tender/Bid:

- a. The validity of the offer given by the bidder shall be for 180 days from the date of submission of bid and the same cannot be withdrawn by the bidder before the expiry of validity period, otherwise EMD shall be forfeited and the bidder shall be blacklisted for future tenders for two consecutive years.
- b. The offer/bid made by the bidder shall be subject to acceptance by the competent authority, SDMC or any other officer authorized /designated by the competent authority.
- c. ADVERTISEMENT RIGHT may be given to the highest bidder for each cluster (at the discretion of the competent authority) only after acceptance of offer letter, completion of all the requisite formalities etc, even if there is valid single bidder for each cluster. The decision of SDMC in this regard shall be binding and final on the all the party/bidders.

12. Conflict of Interest

Applicants shall not have a conflict of interest (the "Conflict of Interest") that affects the tender process. Any Applicant found to have a Conflict of Interest will be disqualified. An Applicant may be considered to have a Conflict of Interest that affects the tender Process, if:

- (a) Such Applicant (or any constituent thereof) and any other Applicant (or any constituent thereof) have common controlling shareholders or other ownership interest, direct or indirect shareholding in an Applicant or a constituent thereof in the other Applicant(s) (or any of its constituents); or
- (b) A constituent of such Applicant is also a constituent of another Applicant; or
- (c) Such Applicant receives or has received any direct or indirect subsidy from any other Applicant, or has provided any such subsidy to any other Applicant; or
- (d) Such Applicant has the same authorized representative for purposes of this Proposal as any other Applicant; or
- (e) Such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Proposal of either or each of the other Applicant; or such Applicant has participated as a consultant to SDMC in the preparation of any documents, design or technical specifications of the Project.

13. Negotiations:

H-1 bidder of each cluster may be called for negotiations (if any) at the sole discretion of SDMC. The Quoted/negotiated rate of the bidder below the MRP of cluster/clusters of designated unipole sites of Central Zone and South Zone under the jurisdiction of SDMC as mentioned in the **Annexure-1** of tender document shall not be accepted. In case of failed negotiation, being the quoted/negotiated rate below the MRP, these cluster/clusters will be retendered and H1 bidder who has failed in negotiation will not be allowed in the retendering.

14. Offer letter:

The bid (including negotiations, if any) submitted by the H-1 bidder of each cluster shall be subject to acceptance by the Commissioner, SDMC or any other officer/authority, authorized by him and accordingly the department shall issue offer letter to the H-1 bidder for each cluster. The offer once accepted, shall be final and binding upon the firm. The agency shall be liable to complete all the requisite formalities (including but not limited to deposition of security deposit/performance guarantee, 3 months advance MLF). Undertaking by way of affidavit on a stamp paper of Rs 100/- duly notarized to the effect as per **'Annexure-5'** and the firm must get registered in the appropriate category in the advertisement department, SDMC (in case, the firm is not already registered in SDMC in appropriate class) as specified in offer letter, within **Twelve working days** of issue of the offer letter. Only in exceptional circumstances, the department may consider the request of the advertiser/H-1 bidder for increase in number of days for completion of all the requisite formalities subject to approval by Commissioner SDMC.



Asstt. Commissioner
Advertisement Department
SDMC

15. Agreement:

After successful completion of all the requisite formalities as mentioned in the offer letter, the 'H-1 bidder' (successful bidder of each cluster), shall be liable to enter into an agreement with SDMC prior to issuance of allotment letter and within next **two working days** i.e. fourteen working days after issue of offer letter, failing which the earnest money, Advance MLF, Security deposited shall be forfeited and offer so issued by the SDMC can be cancelled at the prerogative of SDMC. Further the 'H-1 bidder' (successful bidder of each cluster) shall liable to be blacklisted & in such an event the registration shall also be cancelled. The agreement is to be executed on a non-judicial stamp paper of Rs. 100/- duly attested by Notary which is to be purchased and provided by the bidder. Agreement format shall be provided by the department along with offer letter and the agreement shall be subject to the provisions contained in the NIT/Tender documents and Act/Rules/Regulations /Bye-laws, as in force from time to time. The decision of the competent authority in SDMC shall be final and binding on any issue arising out of the Agreement. Any supplementary agreement may be entered on need or circumstantial basis as per the requirements of SDMC and as per the requirement of Tender Conditions. The decision to this effect to be taken by the Commissioner, SDMC shall be final and binding. The bid documents (bid application, technical bid, financial bid and negotiation letter, if any) submitted by the bidder, reply to pre-bid query, if any, addendum, etc. shall form part of the agreement.

The Stamp Duty, if levied by Govt. on such contracts, the same shall be required to be registered at nominated registrar's office and amount of Stamp Duty is to be paid/borne by the Contractor.

16. Allotment letter:

The SDMC shall issue an allotment letter to the successful bidder of each cluster separately within **two working days** after execution of agreement by the successful bidder of each cluster with the SDMC. Even if all the clusters are awarded to one successful H1 bidder then also there would be separate allotment letters for each cluster.

17. Earnest Money Deposit / Security Deposit / Bank Guarantee / Advance Monthly quarterly License Fee

(i) Earnest Money Deposit:

The bidder shall have to deposit Earnest money deposit as mentioned in the clause No. 4 (g) in form of Bank Draft/Pay Order/Bankers Cheque for each cluster/clusters of unipole sites of Central Zone and South Zone, the EMD (Earnest Money Deposit) for each cluster/clusters shall be of amount as mentioned in **Annexure - '1'**, along with the bid. Bid submitted without the earnest money deposit shall be summarily rejected. The earnest money deposit of unsuccessful bidders found not qualified on technical ground shall be refunded on written request of the bidder and the earnest money of remaining unsuccessful bidders, who are technically qualified shall be refunded on written request of bidder after award of work.

However, the Earnest Money Deposit can be forfeited on account of any of the following reasons:

- (a) If the successful bidder (H-1 Bidder) does not accept the offer of allotment within 12 working days (seven days) of issue of **offer letter** or if the bidder withdraws the proposal during the validity period specified in tender.
- (b) If the bidder does not respond to request for clarification of its proposal,
- (c) If the bidder fails to provide required information during the evaluation process,
- (d) If the bidder resorts to malpractices with an ulterior motive to affect the chances of rival bidders which includes cartelization/sudden complaints/malicious newspaper reporting about competing bidders post the phase when the tender has been published.
- (e) If he has made misleading or false representations in the tender document submitted by him in the tender.

(ii) Security Deposit:

A Bank Draft/Pay Order/Bankers Cheque/Bank Guarantee in favour of Commissioner, SDMC by a Scheduled/ Nationalized bank for an amount equivalent to the **3 (Three) times of the Monthly License Fee (MLF)** of the advertisement cluster/clusters (**as quoted by the advertiser /bidder or as negotiated**), has to be deposited with in seven working days after issue of offer letter to successful highest bidder for each cluster separately. However, in the event of deposition of security deposit by way of Bank Guarantee the period of the same shall be for the entire contract period plus 3 months i.e. for 39 months. The EMD may be adjustable in the Security deposit or in advance license fee. The security deposit will not be adjusted against M.L.F of the current contract but the same will be either adjusted against the dues liability of other sites of the same advertiser, with SDMC or will be refunded to the bidder after successful completion of contract period, **without any interest upon it** however, subject to deductions/ forfeiture which may be applicable on account of non-performance, as the case may be. The decision of the competent authority, in this regard shall be final and binding upon all.

(iii) Advance Monthly Quarterly MLF Payment:

Initially the three Month advance license fees (**Three times the MLF as quoted by the H-1 bidder of each cluster(successful bidder) or as negotiated**) shall be payable by the H-1 bidder (successful bidder of each cluster) within seven working days from the issuance of offer letter and the date of commencement of contract/date of start of MLF shall be the immediate next date after completion of incubation period or date of start of display of advertisement whichever is earlier for each cluster separately. The contractor shall deposit license fees of three months in advance through demand draft/pay order for the succeeding quarter, in the last day of the preceding quarter. i.e. after depositing advance MLF for the first quarter (for eg. If date of start of MLF shall be 10 Jan to 09 April, then the advertiser shall be liable to deposit advance MLF for the next quarter (April-July) latest by 09 April. In case the last day of the quarter being a holiday, the working day preceding the holiday(s) shall be treated as last day for deposition of the license fees.


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18. Interest on delay payment:

In case of failure on part of contractor to deposit the three month advance license fee in time i.e.in the last day of the preceding quarter (due date), interest @ 24 % per annum will be levied from the due date of deposit for complete month. In case of delay for even one day, the interest shall be payable for complete entire month. In case license fee is not paid within seven days after the due date, South DMC will be at liberty to take further action including proceeding for cancellation of contract/Black listing of firm/recovery of dues and for forfeiture of security deposit, etc.

19. Responsibility of the tenderer/bidder/applicant before offering bid.

- (i) The bidder shall inspect the advertisement cluster/clusters of the zones as per **Annexure "1"** of tender document and may obtain necessary clarification, if any, regarding the same to his full satisfaction before offering the bid of the same. The bidder shall acquaint himself of all the local conditions and the advertisement cluster/clusters of the zone.
- (ii) The bidder should bid the amount by considering entire potential of each cluster and South DMC will not be responsible for any decline in the potential of revenue of cluster of unipole sites for any reason whatsoever. Any claim for remission on the basis of harm to business interest on extraneous/ unforeseen conditions/ reasons whatsoever shall be summarily rejected by the South DMC without any kind of response to the contractor and the contractor shall not be entitled to make any claim/remission on that account, except the circumstances as mentioned in clause 35 of **Annexure 9** of tender document and **Clause 2** of main tender document. The fees remission shall be restricted to the average minimum MRP of the cluster/clusters/site of the cluster of that particular cluster keeping in view the single side display or double side display and not the average/proportionate, awarded MLF of the cluster/clusters/site of the cluster/clusters. The copy of average minimum MRP of cluster/clusters shall be supplied to H-1 bidder of each cluster (successful bidder of each cluster) on his/their request after issue of offer letter to H-1 bidder of each cluster (successful bidder). No remission will be allowed due to hindrance by any person, group or govt. agency etc.
- (iii) The remission can also be allowed by the competent authority in some other exceptional circumstances involving natural calamity beyond the control of any person, keeping the cluster or part thereof without display of advertisement as per approval/ order of the competent authority, South DMC or when majority of the cluster area is required by some government agency for public purpose. South DMC may consider the request on case to case basis on facts and circumstances subject to verification/ confirmation by the concerned department. The decision of the competent authority i.e., Commissioner, SDMC in this regard shall be final and binding.
- (iv) Each bidder must conduct survey of the advertisement cluster/clusters for designated site as mentioned in **Annexure "1"** and make independent evaluation of the scope of work. No bidder/bidders can hold the South-DMC responsible for not understanding the scope of work. Bidders are free to visit the said advertisement sites as mentioned in **Annexure 1**.



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20. **Incubation Period :**

The Incubation period permitted shall be of **30 days** from the date of issue of allotment letter (excluding the date of issue of Allotment letter) for the clusters & 07 days for individual Unipole sites and the same shall not be extendable. The incubation period is allowed for installation of unipole(s)/repairing if any required, including installation of non-conventional/ conventional source of energy connection and electrical fittings and fixtures, as may be required for making the all sites/devices fit for display. The monthly license fee shall be payable by the contractor from the day next to the date of expiry of the incubation period or from the actual date of display of advertisement whichever is earlier. However, in the incubation period, if in any case the commercial displays started by the contractor, the license fee shall be charged for that particular device(s) through which the commercials displayed only upto the period of expiry of incubation period and thereafter the license fee shall be started from the day after expiry of incubation period of the awarded cluster. However, in exceptional circumstances beyond the control of department and contractor, the incubation period may be extended after examining the genuineness of the case and after taking approval of the Commissioner SDMC. The decision of the Commissioner SDMC shall be final and binding in this regard.

21. **Duties and responsibilities of the Advertiser/ Contractor**

- (a) **Non-Transfer of advertising rights:** No subletting of the advertisement cluster/clusters or any site is permissible. The contractor shall manage these advertisement cluster/clusters by himself/ itself or through his /its employees but shall not be allowed to sublet these advertisement sites to any other person/agency/ firm. If at any point of time it is found that the any site(s) have been sublet the contract shall be liable for cancellation along with forfeiture of Security deposit and blacklisting of firm.
- (b) **Maintenance of site:** The unipoles shall be structurally sound and maintained in properly secured condition. The advertisement site (Unipole) shall, at all time, erected, fixed and retained in all respect to the satisfaction and in accordance with the requirement prescribed by the Commissioner or his authorized officer. On completion of the contract period or its pre-determination for any reason whatsoever, including surrender by the advertiser, the structure of the pole/device shall become the property of South DMC. The advertiser shall hand over all the unipole structures to the department in good condition.
- (c) **Design of Display:** Each unipole shall be of standard size of 20'X08' (horizontally). The bottom of advertisement display of unipole shall be at a height of seven feet above the surface of the ground and shall be in proper alignment. The advertisement display shall be strictly in accordance with the specific provisions as laid down in the DMC Act(Tax on advertisement other than advertisement published in newspaper) Bye-laws, 1996 (as amended up-to-date) (hereinafter referred to as " amended bye-laws, 1996"), Outdoor Advertisement Policy 2007 approved by the Hon'ble Supreme Court or the advertisement policy in force at that time and terms & conditions of allotment.

- (d) **Electricity Connection for Illuminated Display:** The advertiser shall obtain electricity connection for illuminated display at the allotted site in his own name or install solar energy system, for which South DMC shall provide him necessary No Objection Certificate, on his specific request. In this regard, all charges / dues shall be payable by the advertiser directly to the concerned electricity company. No generator set shall be allowed for this purpose.
- (e) **Statement of Account of Advertisement displayed:** The advertiser shall maintain proper record of the advertisement displayed by him in respect of each advertisement unipole as mentioned in **Annexure 1** and produce the same on demand before the Commissioner or any other authorized by him in this behalf. The advertisers shall also submit true monthly statement showing the number of advertisement unipole displayed during the preceding months.
- (f) The contractor shall submit the monthly report of Self-declaration as per '**Annexure-6**'.
- (g) **Matter of Advertisement:** The advertiser before installing any advertisement for display on unipole, a copy of the matter of advertisement to be displayed shall submit to Commercial Officer, Advertisement Department, South DMC and no advertisement shall be allowed if it is indecent/obscene or otherwise offensive to good taste or against public sentiments or in contravention of the bye-laws, 1996, as amended up-to-date and Outdoor Advertisement Policy. The decision of the Commissioner or any other officer authorized by him in this respect shall be final.
- (h) **Mandatory display of certain information :** The advertiser shall display the following information on display on the front side of the advertisement device :
- Cluster Name
 - South DMC Logo
 - Code number
 - Name of the advertiser
 - Single side display/double side display
 - Latitude and longitude
 - Allotment letter date and no.
- South DMC reserves the right to add or delete the contents on the information panel during the currency of the agreement and it shall be binding on the advertiser to follow that. In case any site is found without any information board, it shall be treated as an unauthorized site and penal action including removal of the site shall be taken.
- (i) **Loss to South DMC:** The advertiser shall be bound to indemnify and reimburse South DMC for all claims, demands, loss charges, cost and expenses which it may have to incur or which accrue on account of infringement of any of these conditions by the advertiser.
- (j) **Damage to the public/ private property:** The advertiser shall be responsible for damage caused to public/private property during display of

advertisement in cluster/clusters. South DMC shall not be responsible or liable or made a party to any damages or accidents which may happen at the site. The advertiser shall be liable and responsible for any loss of life and /or physical harm/ any other loss to the public or any other agency including government on account of negligence on the part of Advertiser in maintaining the cluster/site properly.

- (k) **Precautions:** The advertiser shall display the advertisement after installing unipole at the designated locations as mentioned cluster wise in the **Annexure-1**, in a proper manner taking all precautions against electrocution and Corporation shall not be responsible for any negligence, injury or casualty resulting from the installation, removal or upkeep of the advertisement device & display.
- (l) **RESPONSIBILITY OF ADVERTISEMENT SITES/ DEVICES :** The South DMC shall not be responsible for damage or theft of Unipole, frames, structures fixed at the site by the contractor or for any temporary obstruction caused to the advertisement including pasting of posters etc by any person/political party on the advertisement device(s). It shall be primary responsibility of the allottee to safeguard and protect their advertisement site(s)/ device(s).
- (m) **Removal of advertisement display:** The contractor/advertiser shall remove the advertisement display, if any, after the expiry of the contract period, the new contractor or the South DMC shall have the right to cause such display to be removed for which the previous contractor shall have no right to claim any damages. No extension of time for removal of displays shall be given after expiry of the contract period, under any circumstances whatsoever and it will be his duty to remove the advertisement so displayed latest by the forenoon of the day following the date on which the contract expires.

22. Breach of Agreement :

South DMC shall have the right to terminate/determine the license and forfeit the security deposit(s) etc., if the contractor commits breach of any of the terms and conditions of this agreement. In case, the contractor wishes to get the license restored/ renewed, the Commissioner, SDMC or any other officer authorized by him, in this behalf may on consideration of a representation (of the previous contractor) restore the advertisement display/ Unipole structure(s), subject to deposition of a composition fees of 5% the total bid amount as restoration charges along with license fee for the intervening period and penalty with interest etc. for the intervening period& provided that the request for restoration (of contract) is made within 10 days of the rescission of contract by the previous contractor or before the floating date of the tender of the same advertising sites as awarded to the previous contractor whichever is earlier.

23. Blacklisting and cancellation of Registration :

The contractor, if any time, found engaged in any kind of malpractice(s) including default in payment of dues and violating any terms and condition of tender document and agreement shall be liable to be blacklisted and his security amount/ earnest money/ deposit shall be forfeited and registration of advertiser shall be cancelled.



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