

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

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

**OPEN TENDER FOR ALLOTMENT OF ADVERTISEMENT RIGHTS THROUGH
DESIGNATED CLUSTERS/INDIVIDUAL UNIPOLE SITES UNDER THE JURISDICTION
OF SDMC.**

TENDER NOTICE

No: CO/Tender-06/Advtt./SDMC/2017/NIT/D- **643**

Dated: 27/07/2017

Bids are invited on behalf of Commissioner, SDMC from eligible bidders for allotment of advertisement rights through clusters containing existing Toilet Blocks (**Toilet Block shall be awarded with maintenance**), Individual Unipole sites in Central Zone, South Zone and allotment of advertisement rights through unipole clusters in Najafgarh Zone, South Zone and Central Zone 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 or Individual Unipole sites or all 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 Unipole site Clusters, Toilet Block Clusters & individual Unipole locations 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 53 pages from page 1 to 53. 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	27.07.2017
Pre Bid Meeting	02.08.2017 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	16.08.2017, 11.00 AM onwards
Last Date Of Submission of Tender Documents	18.08.2017, Till 15.00 Hours
Date & Time of opening of Technical bid	18.08.2017, 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.


**Commercial Officer (Advtt.)
Commercial Officer**

**Advertisement Department / SDMC
22nd Floor, Civic Centre, Minto Road
New Delhi-110002**

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 or from SDMC as on date and has not been blacklisted either by erstwhile MCD or 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 Clusters of Unipole site, Clusters of Existing Toilet Blocks (Toilet Blocks shall be awarded with maintenance) and individual Unipole sites in Central Zone, South Zone & NGZ 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 twelve 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/individual sites 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. Further, it is to mention here that the Toilet Block locations already exist and shall not be shifted from their existing locations. 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.

Note :- The limit for alteration of individual unipole site (i.e. Unipole site which are not falling in any cluster) shall be within 100 mtrs from the allotted site or as may be decided by the Advertisement Department, the request of alteration of unipole site shall be entertained only in case of reasons mentioned above in point (i) to (iii) of Clause 2 (B). Alteration of any individual unipole site shall not be considered in the limit of any Cluster, in any manner, whatsoever, the decision of Advertisement Department shall be final and binding on the advertising firm/company/bidder/Allottee of the contract.

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/Performance report 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/individual sites are calculated as mentioned below in the tables. The net worth of the company should be duly certified by a Chartered Accountant. 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/individual site Wise Minimum Annual Average financial turnover of clusters containing Unipole sites (newly identified), existing toilet blocks and individual Unipole sites in Central Zone, South Zone and Najafgarh Zone of SDMC are mentioned below:-

TABLE-1 :-

CLUSTER NO. 4 (Part-2), EXISTING TOILET BLOCK AT STRETCH "KHANPUR RED DEPOT LIGHT TO ITO CROSSING AND ITO CROSSING TO KHANPUR DEPOT RED LIGHT

S. No.	Site/Location & Zone	Type of Media	No. of displays	MRP (INR)	EMD (INR)	Net Worth (INR)	Minimum Average Financial Turnover
1.	PushpVihar, SZ	Toilet Block	2	4,69,878/-	5,07,468/-	14,09,634/-	56,38,536/-
2.	Ambedkar Nagar, SZ	Toilet Block	2				
3.	Siri Fort Crossing, SZ	Toilet Block	2				
4.	Chirag Delhi Crossing, SZ	Toilet Block	1				
TOTAL Rs.				4,69,878/-	5,07,468/-	14,09,634/-	56,38,536/-

TABLE-2 :- (OLD CLUSTERS OF UNIPOLE SITES IN SOUTH ZONE, CENTRAL ZONE AND NAJAFGARH ZONE)

CLUSTER No. 8, CENTRAL ZONE

SL. No.	ROAD/STRETCH	No. OF SITES	TOTAL MRP (INR)	EMD (INR)	MINIMUM NET WORTH (INR)	MINIMUM AVERAGE ANNUAL FINANCIAL TURNOVER (INR)
1.	MB ROAD (FTC-BADARPUR TO MEHRAULI & MEHRAULI TO BADARPUR)	05	5,15,863/-	5,57,100/-	15,47,589/-	61,90,356/-

CLUSTER No. 11, SOUTH ZONE

SL. No.	ROAD/STRETCH	No. OF SITES	TOTAL MRP (INR)	EMD (INR)	MINIMUM NET WORTH (INR)	MINIMUM AVERAGE ANNUAL FINANCIAL TURNOVER (INR)
1.	NELSON MANDELA ROAD FTC VASANT KUNJ TO MUNIRKA	02	7,72,086/-	8,33,850/-	23,16,258/-	92,65,032/-

TABLE-3 :- INDIVIDUAL UNIPOLE SITES OF CENTRAL ZONE & SOUTH ZONE UNDER THE JURISDICTION OF SDMC.

SL. NO.	UNIP OLE ID	LOCATION OF UNIPOLE	NAME OF ZONE	MRP (INR)	EMD (INR)	MINIMUM NET WORTH	MINIMUM AVERAGE ANNUAL FINANCIAL TURNOVER (INR)
1.	CN-20	Nizamuddin Nala, FTC From Rajdoot Hotel.	CENTRAL ZONE	1,65,010/-	1,78,200/-	4,95,030/-	19,80,120/-
2.	W-20	Near Electric Transmission Lineto Uttam Nagar Chowk	West Zone	76,070/-	82,150/-	2,28,210/-	9,12,840/-
3.	W-28	Near BQS Tihar Jail FTC Hari Nagar Depot.	West Zone	1,08,672/-	1,17,350/-	3,26,016/-	13,04,064/-
TOTAL Rs.				3,49,752/-	3,77,700/-	10,49,256/-	41,97,024/-

Note:-1. If the bidder is applying for all the clusters including individual sites, then the minimum annual average turnover of the bidder during the last three financial year must be Rs. 2,52,90,948/-or more and the average minimum net worth during the last three financial years must be Rs.63,22,737/- or more. In case, bidder is applying for more than one cluster or individual sites then minimum annual average financial turnover shall be summation of minimum annual average financial turnover for applied clusters/individual sites i.e. if bidder has applied for cluster 4 and 8 as mentioned in

table 1 & 2, then his minimum annual average financial turnover shall be Rs.1,18,28,892/- (Rs.56,38,536 + Rs.61,90,356) or above and the minimum net worth on 31.03.2016 must be summation of minimum net worth of applied clusters. i.e. if bidder has applied for cluster 3 and 6 as mentioned in table 1 & 2, then his minimum net worth as on 31.03.2016 shall be Rs.29,57,223/- (Rs.14,09,634 + Rs.15,47,589) or more.

Note:-2. The Department shall consider the bids of bidders for Cluster/Clusters/individual site/s 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 net worth as on 31.03.2016.

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:

- (i) 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)
- (ii) Audited Balance sheet of the bidder for the preceding three financial years showing the annual turnover duly certified by a Chartered Accountant; (FY **2013-14** onwards)
- (iii) Complete copy of income Tax Returns, showing the bank account number of the bidder for the preceding three financial years; (FY **2013-14** onwards)
- (iv) 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 superscribing '**Part I -Technical Bid**' - "**Tender for allotment of advertisement rights of designated cluster/s/individual site/s in South Zone/Central Zone/Najafgarh 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 above.
 - 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 Unipole as per '**Annexure-10**'. However, in case the bidder is willing to submit his design of Unipole Signs strictly as per the size mentioned in the annexure, 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 Central Zone/South Zone/Najafgarh Zone, as mentioned in the tender document, the same shall be summarily rejected (i.e. applicable only for clusters).

Note 2:- The tentative bidders are advised to submit the quoted rates for each cluster/individual site in a separate sealed cover. In case, the bidder quotes rates in a single format for more than one cluster/more than one individual Unipole site, the Department shall consider the bids of bidders for Cluster/Clusters/individual site(s) 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/individual site/s, if applied

by the bidder beyond his Minimum Average Annual financial turnover and average net worth

- 2) **The financial bid of each cluster/individual site shall be kept in separate sealed cover superscribing the "Financial bid for cluster/individual site No.____ & Name_____"** and in case the bidder is bidding for more than 1 cluster/more than one individual sites, then all sealed cover envelope for each cluster/individual Unipole site shall be kept in a separate sealed cover envelope carrying all the sealed cover financial bid for each cluster/individual site superscribing **'Part II - Financial Bid - "Tender for allotment of advertisement rights through designated cluster/clusters/individual Unipole site(s) of Central Zone/South Zone/Najafgarh 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/individual site(s) of Central Zone/South Zone/Najafgarh 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/individual site(s) or all clusters including individual unipole sites sites/Existing Toilet Block for advertisement rights in the Central Zone, South Zone and Najafgarh Zone under the jurisdiction of SDMC.

Note:

1. 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.
2. The Existing Toilet Block shall be awarded with maintenance & operations during the contract period.

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 on its own volition 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 visit 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 up 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) The bid document, including the documents/certificates/ undertakings etc. (all pages) must be signed and paged/page numbered 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 there to within reasonable time, when sought by SDMC.
- (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, subject to such cutting(s) are duly 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 at first be examined with respect to Bid application, earnest money and tender fee, immediately after opening of the bids. Technical bids of all the responsive bidders 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 through designated sites of Central Zone, South Zone and Najafgarh 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 bidders 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 authorised representatives of bidders/bidding firm and decision of SDMC in this regard shall be binding on the all the 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

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Commercial Officer

Advertisement Department / SDMC
Third Floor, Civic Centre, Mint Road

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 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 having 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 sites of Central Zone, South Zone and Najafgarh 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.

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 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/Performance Guarantee

(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/individual site(s) of Central Zone, South Zone and Najagarh Zone, the EMD (Earnest Money Deposit) for each cluster/clusters/individual sites 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 or as the competent authority may deemed fit in this regard.

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 twelve working 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 the clarification sought by the Department in respect of the 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, 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 within twelve 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) Performance Guarantee :

A Bank Draft/Pay Order/Bankers Cheque/Bank Guarantee in favour of Commissioner, SDMC by a Scheduled/ Nationalized bank for an amount Rs. 50,000/- per toilet block in the cluster shall be deposited by the H-1 bidder within Twelve Working Days from issuance of Offer Letter. The performance guarantee shall be refunded only after successful completion of contract period. However, the same shall be forfeited in case of any default/breach of terms & conditions of contract.

(iv) Advance Monthly Quarterly MLF Payment:

Initially the three Month advance license fees (**Three times the MLF as quoted by the H-1 bidder for each cluster(successful bidder) or as negotiated**) shall be payable by the H-1 bidder (successful bidder of each cluster) within Twelve 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.

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 month i.e. @ 2% per 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 under the prevalent laws & DMC-Act 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 potential of the cluster/clusters of the zone before offering the bid of the same.
- (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 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 etc. The genuineness of the remissions shall be examined by the department on case to case basis. Remission if any after examining the genuineness of the case by the department can be granted after taking specific approval from the Commissioner SDMC on case to case basis.
- (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**.

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 of Toilet Block 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, performance guarantee and blacklisting of firm.
- (b) **Maintenance of site:** The unipoles/Toilet Block shall be structurally sound and maintained in properly secured condition. The advertisement site (Unipole/ Toilet Block) 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) The Existing Toilet Block sites shall be awarded with advertisement rights against maintenance :

The Existing Toilet Block sites shall be awarded with advertisement rights along-with operation and maintenance of Toilet Block besides payment of Monthly License Fees by H-1 bidder :

1. The contractor shall ensure the service of water supply, sewerage, drainage, electricity, in each toilet block during the complete contract.
2. Operate and maintain the toilet block during the contract period for public use in conformity of the agreement.
3. The contractor shall appoint suitable staff for cleaning of toilet block for keeping proper hygienic conditions in Toilet Blocks and the contractor shall also ensure proper availabilities of dustbin, fittings and fixtures, electricity & lighting, water taps, tissue papers, soap, toilet freshener etc. in the toilet block.

4. Deal with the electricity supply company for obtaining electric connection, making regular bill payment, operational requirements etc.
 5. The toilet block shall be opened from 6 AM to 11 PM for public use at free of cost.
 6. The advertisement shall be displayed only on the exterior wall of the toilet block as mentioned in annexure-1.
- (d) **Design of Display of Unipole:** 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 or the advertisement policy in force at that time and terms & conditions of allotment.
- (e) **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.
- (f) **Statement of Account of Advertisement displayed:** The advertiser shall maintain proper record of the advertisement displayed by him in respect of each advertisement device as mentioned in **Annexure 1** and produce the same on demand before the Commissioner or any other authorized by him in this behalf/on his behalf. The advertisers shall also submit true monthly statement showing the number of advertisement displayed during the preceding months.
- (g) The contractor shall submit the monthly report of Self-declaration as per '**Annexure-6**'.
- (h) **Matter of Advertisement:** The advertiser before installing any advertisement for display on device shall submit to Asstt. Commissioner/Commercial Officer, Advertisement Department, South DMC, a copy of the matter of advertisement to be displayed, 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.
- (i) **Mandatory display of certain information :** The advertiser shall display the following information on display on the front side of the advertisement device, according to the device :
- Cluster Name
 - South DMC Logo
 - Code number
 - Name of the advertiser
 - Single side display/double side display
 - Size of display
 - Number of display
 - Latitude and longitude
 - Allotment letter date and no.

- (j) **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.
- (k) **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.
- (l) **Precautions:** The advertiser shall display the advertisement after installing devices (i.e. 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.
- (m) **RESPONSIBILITY OF ADVERTISEMENT SITES/ DEVICES :** The South DMC shall not be responsible for damage or theft of devices, 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).
- (n) **Removal of advertisement display:** The contractor/advertiser shall remove the advertisement display, if any found, 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)/devices, 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.

24. Compliance of any change/revision in policy/ modification in terms and conditions of allotment :

In case of implementation of any new comprehensive advertisement policy or any direction by Court of Law or advertisement cluster or part thereof being required by the Government/ Corporation, South DMC retains the right to cancel the license agreement of advertisement contracts by giving one months' notice in writing and the contractor will not be allowed any extension on any ground whatsoever. Any loss of revenue to the contractor on above conditions shall not be borne by South DMC.

25. SURRENDER

- (i) In the case of surrender of the advertisement contract of the cluster/s the contractor shall have to give at least 90 days' notice, but not before the lapse of 9 months of the start of the contract, so as to enable the South DMC to examine the notice and to take decision and to make alternative arrangement for running of advertisement cluster/clusters for safeguarding municipal revenue.
- (ii) In the case of surrender of the contract, security deposit shall not be adjusted against the license fee of remaining months and shall be either forfeited or refunded. All submissions, if any made till the date of determination will stand forfeited in favour of the Licensor (South DMC)
- (iii) **Forfeiture of Security Deposits:** In case of termination/ cancellation of the contract except for force majeure the security deposits shall be forfeited.
- (iv) The contractor, who has surrendered advertisement contract, shall not be eligible to participate in the tender process/ auction of the same advertisement contract again for two consecutive terms. To this effect an undertaking shall be given by the contractor.
- (v) To safe guard the interest of SDMC, the SDMC shall re-invite the tender of unipole sites in particular cluster as may be offered for surrender by any contractor or SDMC shall consider any alternative arrangements as decided by Commissioner SDMC and accordingly the date of determination shall be the 90 days from the date of receiving of letter by the department for surrender. In such an event the advertiser shall be bound to run the said advertisement cluster/clusters till the expiry of 90 days from the date of receiving of letter for surrender and to handover possession of the advertisement cluster/clusters of devices to South DMC after expiry of 90 days. Any violation in this regard shall invite penal action including forfeiture of Security Deposit, EMD etc. and the blacklisting of the advertiser/firm.
- (vi) That the surrender notice shall not be valid unless up to date dues including notice period are paid up on the date of submission of such surrender notice. However, commissioner SDMC may take decision as deemed fit to safe guard Municipal revenue at that phase.
- (vii) That 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 the re-tender of the said advertisement cluster/clusters and up to date dues including interest, if any, towards the same are deposited 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.

26. SERVICE LEVEL AGREEMENT:

That the contractor shall abide by terms & conditions of his agreement and all rules and regulations, orders, instructions that South DMC may from time to time make or adopt or issue for the care, protection and administration of advertisement and

if violation in this regard is noticed on the part of contractor the penalties leviable as noted below will be imposed:

S. No.	Minor Violations	Penalty
1.	Non display of mandatory information – Name of the advertiser, Code number, South DMC etc. Advertisement device found obstructing of free movement of pedestrian and vehicular traffic. Unipole if not found erected as per prescribed location. Non filing of monthly report. Non up keeping of cleanliness and hygienic condition in the toilet block.	Rs. 5000/- per violation / Irregularity.
	In case Advertisement found displayed on Neon signs/LED/LCD/Electronic display/without prior approval.	Rs. 25,000/- per violation / irregularity/per day.
S. No.	Major Violations	Penalty
1.	Encroachment / displaying media other than the designated sites, shifting of unipole away from the designated site in cluster without approval from the Advertisement Department, SDMC. If the advertisement sites of the cluster/clusters of the zone or part thereof is sublet. Violation of Bye-laws, OAP, DMC Act, and orders of Court of Law Displaying prohibited media either by him-self or through any of his/ her agent employee.	Rs. 50,000/- per violation / per irregularity/per week.
2.	Display on both side of unipole-on the site mentioned as single side display in cluster (Annexure-1 ' of tender document) without prior approval of Advertisement Department.	@ 2 times of the average MLF of one unipole of that cluster/per display per month.
3.	Display of unipoles/ Toilet Blocks exceeding the total area of allotted display on unipole/ Toilet Block in the cluster.	@ 2 times of the average MLF of one similar device of that cluster/per display per month.
4.	Unauthorized display of advertisement through illegal unipole/ Toilet Block not the part of agreement within the allotted cluster.	@ 2 times of the average MLF of one similar device of that cluster/per display per month starting from the date of allotment till the removal of unauthorized display of advertisement.
Any other violation will attract a penalty of Rs. 50,000/- per violation.		

All activities including day to day inspections will be carried out by any authorized officer / officials of the Corporation and their decision on fixing penalty shall be final and binding on the contractor.

- (i) The penalty amount will have to be deposited within 5 days of imposition, beyond the period of 5 days it will attract interest @ 24% per annum.
- (ii) If the advertiser is penalized for committing major violation(s) for more than 3 times, then the contract is liable to be cancelled.

- (iii) Imposition of penalty amount does not take away the right of department to take removal action.

27. Registration with SDMC: - The H-1 bidder/bidders (successful bidder/bidders) selected in the tender process is required to get themselves registered in appropriate category (If not registered earlier) in the panel of SDMC by fulfilling necessary formalities. The H-1 bidder/bidders (successful bidder/bidders) have to fulfill eligibility conditions as laid down in the guidelines for registration as an advertiser in SDMC. The selected H-1 bidder/bidders (successful bidder) in the tender is required to get himself/themselves registered with SDMC as an advertiser by submitting the requisite documents and fulfillment of other necessary formalities **within Twelve working days** of issuance of offer letter for the contract. If H-1 bidder (successful bidder) does not provide the necessary documents, fees etc. or does not fulfill the other requisite formalities as given the guidelines for registration as an advertiser in SDMC, his application shall be summarily rejected and EMD amount will be forfeited.

Those firms which are already registered with SDMC as a registered advertiser need not to be registered again. However, if an advertiser is registered under 'B' or 'C' category and tendering limit falls under 'A' category then the firm has to upgrade themselves to 'A' category by fulfilling the requirement of registration under 'A' category.

Note* :- The bidder must be eligible for registration on the date of opening of tender.

The details of payment to be made category wise is given in the table below:-

Category	Tendering Limit	Registration fee (non refundable) one time, in rupees	Security Deposit (Refundable)	Annual Turnover	Bank Gaurantee from Nationalized Schedule Bank	Renewal Fee (Non Refundable & Annual)
1.	2.	3.	4.	5.	6.	7.
A	No Limit	50,000/-	1,00,000/-	Rs. One Crore and Above	15 lakhs	25,000/-
B.	Not More than Rs. 10 lakhs as MRP	25,000/-	50,000/-	More than Rs. 40 lakhs and less than Rs. 1 Crore	06 lakhs	12,500/-
C	Not More than Rs. 5 lakhs as MRP	10,000/-	25,000/-	Less than Rs. 40 lakh	Rs. 2 lakh	5,000/-

It is mandatory for H-1 bidder of each cluster to get himself registered with SDMC as a registered advertiser by fulfilling the eligibility conditions as laid down in the guidelines for registration as an advertiser in SDMC.

Bidders/applicants are advised to check the guidelines/procedure of registration as an advertiser in SDMC before participation in the tender process.

Bidder/applicant/participant applications for tender bid, if found ineligible or not fulfilling the requisite eligibility conditions as laid down in the guidelines for registration as an advertiser in SDMC at any stage shall be summarily

rejected. The detail information regarding registration as an advertiser in SDMC is also available on official website of SDMC, by accessing the website www.mcdonline.gov.in – SDMC – ADVERTISEMENT - FORMS & ANNEXURES.

28. Force Majeure :

The bidder shall not be responsible for failure or delay in performing their obligations under pressure(s) due to force majeure, which shall include but not be limited to war (invasion, armed conflict or act of foreign enemy, blockade, revolution, riots, insurrection, civil commotion, act of terrorism, or sabotage), Act of God, epidemic, lightning, earthquake, cyclone, whirlwind, flood, tempest, storm, drought, any other situation not envisaged at the time of formulation of this project/ tender. If the circumstances leading to force majeure occur, the affected party shall give notice thereof to the other party. The notice shall include full particulars of the nature of the Force Majeure event, the effect is likely to have on the Affected Party's performance of its obligations and the measures which the Affected Party is taking, or proposes to take, to alleviate the impact of the Force Majeure Event and restore the performance of its obligations. The obligations of the Affected Party shall be suspended to the extent they are affected by the Force Majeure and as decided by the Commissioner, SDMC.

29. Interpretation:

For interpretation of any clause in the tender or project functionalities during project execution phase, the interpretation as adopted by the South DMC shall be final and binding.

30. DISPUTES:

All disputes shall be under the jurisdiction of Delhi Courts only.


Commercial Officer
Advertisement Department, SDMC
20th Floor, Civic Centre, Metro Road
New Eminent Area

Annexure-'1'**TENDER FOR ALLOTMENT OF ADVERTISEMENT RIGHTS FOR DISPLAY OF ADVERTISEMETN THROUGH CLUSTERS OF DESIGNATED UNIPOLE SITES, EXISTING TOILET BLOCK CLUSTERS AND INDIVIDUAL UNIPOLE SITES IN CENTRAL ZONE, SOUTH ZONE AND NAJAFGARH ZONE UNDER THE JURISDICTION OF SDMC.****TABLE-'A'****CLUSTER NO. 4 (PART-2), EXISTING TOILET BLOCK AT STRETCH "KHANPUR RED DEPOT LIGHT TO ITO CROSSING AND ITO CROSSING TO KHANPUR DEPOT RED LIGHT**

S. No.	Site/Location & Zone	Type of Media	No. of displays	Size/Area (in sq. ft.) and rate per sq. ft.
1.	Pushp Vihar, SZ	Toilet Block	2	(i) 8*22=176 Sq.ft. (ii) 8*9=72 Sq.ft. Total = 248 Sq. ft.
2.	Ambedkar Nagar, SZ	Toilet Block	2	(i) 8*22=176 Sq.ft. (ii) 8*18=144 Sq.ft. Total = 320 Sq.ft.
3.	Siri Fort Crossing, SZ	Toilet Block	2	(i) 8*22=176 Sq.ft. (ii) 8*9=72 Sq.ft. Total = 232 Sq.ft.
4.	Chirag Delhi Crossing, SZ	Toilet Block	2	(i) 8*14=112 Sq.ft (ii) 8*9 = 72 Sq. ft. * Total = 112 Sq.ft
MRP Rs.4,94,608/- (Rs. FOUR LAKH NINETY FOUR THOUSAND SIX HUNDRED EIGHT ONLY)				

***NOTE :- ONE DISPLAY OF TOILET BLOCK AT CHIRAG DELHI CROSSING, SZ, MEASURING SIZE 8' X 9' IS NOT FEASIBALE AT THIS STAGE DUE TO METRO CONSTRUCTION WORK. HOWEVER, FEE FOR THIS DISPLAY SHALL BE CHARGED FROM THE H-1 BIDDER AFTER COMPLETION OF METRO CONSTRUCTION WORK ON WRITTEN REQUEST OF ADVERTISEMENT FIRM. THE ADVERTISEMENT FIRM SHALL BE LIABLE TO PAY LICENSE IN PROPOTIONATE TO THE AVERAGE QUOTED MLF/IN ACCORDANCE WITH THE SIZE OF DISPLAY.**



 Commandant Officer
 Advertisement Department, SDMC
 2nd Floor, Civil Centre, Metro Road
 New Delhi-110012

TABLE-'B'

CLUSTER No. 8, MB ROAD (FTC-BADARPUR TO MEHRAULI & MEHRAULI TO BADARPUR), CENTRAL ZONE						
Sl. No.	Unique ID	Nomenclature	Longitude	Latitude	Single display/ Double display	MRP
1.	MBR/CN Z-55	Near Dhalao no. 157/198/CNZ Prahladpur village (FTC-Badarpur to Mehrauli)	77° 17.746'E	28° 29.927'N	Double side	Rs.5,43,014/-
2.	MBR/CN Z-56	Opposite tree no. 942, After MB road Bus stop. (FTC-Badarpur to Mehrauli)	77° 16.529'E	28° 30.353'N	single side	
3.	MBR/CN Z-57	Opposite PWD Light poll no F.P 8/27, in kachcha portion Tuglkabad MB Road. (FTC-Badarpur to Mehrauli)	77° 16.036'E	28° 30.507'N	single side	
4.	MBR/CN Z-58	Opposite tree no-1655, and in front of boundary wall after gate of DDA Park Tuglkabad, After Footpath, (in kachcha portion), FTC- Mehrauli to Badarpur	77° 16.012'E	28° 30.532'N	Single side	
5.	MBR/CN Z-59	Opposite Kaya Maya bus stop after Footpath, in kachcha portion. FTC- Mehrauli to Badarpur	77° 16.153'E	28° 30.495'N	Single side	

Important note :- The Maximum number of displays within the cluster shall not exceed the allotted number of displays.


 Commercial Officer
 Advertisement Department : SDMC
 22nd Floor, Civic Centre, Minic Road
 New Delhi-110002

CLUSTER No. 11, NELSON MANDELA ROAD FTC-VASANT KUNJ TO MUNIRKA					
S.No.	Unique ID	Nomenclature	Longitude	Latitude	Single Display/Double Display
1.	NMR-16	OPP. PWD ELECTRIC POLE No.40, NEAR BUS STAND, NELSON MANDELA MARG, FTC- VASANT KUNJ TO MUNIRKA	N- 28°33.120	E- 077°09.095	SINGLE DISPLAY
2.	NMR-17	OPP. PWD ELECTRIC POLE No.34, NELSON MANDELA ROAD, FTC VASANT KUNJ TO MUNIRKA	N- 28°32.768	E- 077°09.612	SINGLE DISPLAY

Important note :- The Maximum number of displays within the cluster shall not exceed the allotted number of displays.



Commercial Officer
Advertisement Department - SDMC
22nd Floor, Civic Centre, Mintc Road
New Delhi-110002

TABLE-'C'

INDIVIDUAL UNIPOLE SITES OF CENTRAL ZONE & SOUTH ZONE UNDER THE JURISDICTION OF SDMC.

SL. NO.	UNIPOLE ID	LOCATION OF UNIPOLE	LATITUDE & LONGITUDE	SINGLE SIDE DISPLAY/ DOUBLE SIDE DISPLAY	NAME OF ZONE	MRP (INR)
1.	CN-20	Nizamuddin Nala, FTC From Rajdoot Hotel.	N- 28°34.924' E-077°15.105'	SINGLE SIDE DISPLAY	CENTRAL ZONE	1,73,695/-
2.	W-20	Near Electric Transmission Lineto Uttam Nagar Chowk	N- 28°37.24.30' E- 077°04.05.40'	SINGLE SIDE DISPLAY	West Zone	76,070/-
3.	W-28	Near BQS Tihar Jail FTC Hari Nagar Depot.	N- 28°37.09.54' E- 077°06.16.52'	DOUBLE SIDE DISPLAY	West Zone	1,08,672/-



Commercial Officer
Advertisement Department, SDMC
22nd Floor, Civic Centre, Minto Road
New Delhi-110002

"BID APPLICATION FORMAT: ON COMPANY LETTERHEAD"

Date: _____

To,

The Commercial Officer,
Advertisement Department SDMC
Dr. Shyama Prasad Mukherjee Civic Centre
New Delhi-110002

SUB: TENDER FOR ALLOTMENT OF ADVERTISEMENT RIGHTS FOR DISPLAY OF ADVERTISEMETN THROUGH DESIGNATED CLUSTER(S) OF EXISTING TOILET BLOCKS, UNIPOLE LOCATIONS AND INDIVIDUAL UNIPOLE SITES IN CENTRAL ZONE SOUTH ZONE AND NAJAFGARH ZONE UNDER THE JURISDICTION OF SDMC.

Sir,

1. I/We, the undersigned, have carefully examined the referred tender and offer to participate in the same, in full conformity with the said tender along with all the terms and conditions.
2. I/We agree to abide by this Proposal as per tender terms and conditions, and our offer is valid for a period of 180 days from the date fixed for submission of Proposals as stipulated in the tender and it shall remain binding upon us and may be accepted by SDMC at any time before the expiration of that period.
3. I/We understand SDMC is not bound to accept any proposal it receives and not to give reason for rejection of any proposal and that you will not defray any expenses incurred by us in bidding.
4. I/We have enclosed towards EMD a Demand Draft/Pay Order no./Bankers cheque /Bank Guarantee no. Dated drawn on for Rs..... with this letter.
5. I/We have enclosed towards Tender fee a **demand draft/pay order** Number Dated drawn on for Rs 40,000/- with this letter.
6. I/We..... applied for Cluster No./No.(s)..... of South Zone under the jurisdiction of SDMC.

**Name & Signature
Designation**

NB: SDMC reserves the right to make any change in the document anytime for which the decision of the Commissioner SDMC shall be final and binding on the bidder/contractor. At the time of the tender this undertaking shall be signed by the bidder and submitted along with the prescribed tender form as proof of acceptance of all terms & conditions of contractor agreement in the event of the bidder being successful in the process.

DECLARATION/UNDERTAKING:

I/we have gone through and understood the contents of this tender document carefully. The information furnished by me/us is true & to the best of my/our knowledge 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 contract for display of advertisement at the allotted site is being made on "as is where is" basis and accept all the terms and condition of the tender and shall be bound by the conditions given in the document.



Commercial Officer

Advertisement Department SDMC
Dr. Shyama Prasad Mukherjee Civic Centre

Page 26 of 53

Seen and accepted.

**Name & Signature of the Authorized Signatory
(With Office Rubber Stamp)**

**ANNEXURE-'3'
Format for Power of Attorney for Signing of Proposal**

(On a Rs. 100 stamp paper duly attested by Notary public)

POWER OF ATTORNEY

Know all men by these presents, We
.....(name and address of the
registered office) do hereby constitute appoint and authorize Mr /
Ms.....(name and residential address) who is
presently employed with us and holding the position of
.....as our attorney, to do in our name and on our
behalf, all such acts, deeds and things necessary in connection with or incidental to our
bid for Allotment of Advertisement contract under the jurisdiction of SDMC for
submission to South Delhi Municipal Corporation, (hereinafter referred to as SDMC) for
consideration of SDMC including signing and submission of all documents and providing
information/ responses in all matters in connection with our Proposal for the Project.

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 and shall always be demand to have been done by us.

Dated this the _____ Day of
_____ For

(Name and designation of the person (s)
Signing on behalf of the Bidder)

Accepted

_____ Signature)

(Name, Title and Address of the Attorney)

Date:.....

Notes:

1. 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 executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
2. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
3. In case the Proposal is signed by an authorized Director, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.


Commercial Officer
Advertisement Department, SDMC
2nd Floor, Civic Centre, Minic Road
New Delhi-110002

SUB: TENDER FOR ALLOTMENT OF ADVERTISEMENT RIGHTS FOR DISPLAY OF ADVERTISEMETN THROUGH DESIGNATED CLUSTER(S) OF EXISTING TOILET BLOCKS, UNIPOLE LOCATIONS AND INDIVIDUAL UNIPOLE SITES IN CENTRAL ZONE, SOUTH ZONE AND NAJAFGARH ZONE UNDER THE JURISDICTION OF SDMC.

Basic Information about Bidder

1.	NAME OF THE ORGANISATION / INDIVIDUAL/APPLICANT	
2.	REGISTRATION NO. (if any)	
3.	CORRESPONDENCE ADDRESS	
4.	CONTACT MOBILE NUMBER AND EMAIL ID	
5.	NAME OF PERSON(S) TO BE CONTACTED FOR CLARIFICATION .	
6.	RESIDENTIAL ADDRESS OF THE BIDDER	
7.	DETAIL OF PAN CARD WITH COPY	
8.	DETAIL OF ALL BANK ACCOUNTS OF THE BIDDER	

Certified that the information given above is correct to the best of my knowledge

SIGNATURE OF AUTHORIZED SIGNATORY WITH SEAL

DATE: _____


 Commercial Officer
 Advertisement Department : SDMC
 2nd Floor, Civic Centre, Minty Road
 New Delhi-110002

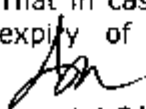
FORMAT FOR AFFIDAVIT (To be submitted by H-1 bidders (successful bidder))

(To be executed on a non-judicial stamp paper of Rs.100/- and duly attested by Notary Public)

I, _____ s/o _____ resident of _____ do hereby solemnly affirm and declare as under:-

1. That neither I nor any proprietor/partner/director of M/s _____ has been directly or indirectly associated in any manner with any other such Company/Agency/Firm which has any dues payable to SDMC/erstwhile MCD. That if at any stage it is found that any dues are outstanding I shall be liable to clear the same within stipulated time.
2. That I/ we am/ are registered advertiser with SDMC/ shall register with SDMC as an advertiser.
3. That the applicant firm/company has never been penalized/ blacklisted by the SDMC/ erstwhile MCD in the past.
4. That the applicant firm/company shall abide by the terms and conditions of NIT/Guidelines for registration of advertiser in SDMC 'framed/approved' by the SDMC in this regard of advertisers, from time to time and shall make no representation whatsoever in this regard.
5. That the applicant firm/company shall pay all the taxes/fees and other dues to the SDMC.
6. That I/we certify that no dues are pending against me/us or any of my/our associated companies / firms / dependant family members related to any advertisement site in SDMC/ erstwhile MCD and in case of any adverse findings at any stage the allotment of advertisement site(s) shall stand automatically cancelled without any notice.
7. That the said bid is not a Benami bid on behalf of any blacklisted / barred person / firm/ company / associated firms or companies or family members of such persons. If at any stage this comes to the notice of SDMC the offer letter shall be cancelled and all security deposit shall stand forfeited.
8. That I/we shall abide by all rules, regulations, and instructions, issued by SDMC from time to time.
9. That the email id..... is our valid email ID for all communications to SDMC and all correspondence sent by SDMC to this email ID shall be considered to have been received by us.
10. That once we are selected through the bid process, we shall provide a Current Bank A/c from which all payments shall be made to SDMC be It license fees or any security deposit. That in case of any default in payments we are liable for action under NI Act.
11. That my/our PAN Number is
12. That I/we shall furnish a performance guarantee/security deposit in form of Demand Draft/Pay order/Bankers Cheque/Bankers Guarantee of the amount that SDMC directs us to submit.
13. That the ID Proof / Photo of the person signing the document is attached with this affidavit and duly attested.
14. That I/we have inspected the said sites under offer and are ready to take the site on 'as is where is basis' and have acquainted us with all the local conditions and advertisement site conditions at the said site.

15. That I/we shall not hold SDMC responsible for decline in the potential of revenue from the said site due to any reason whatsoever and shall not claim any reduction/remission in monthly license fees payable to SDMC under any condition.
16. That payment of monthly license fees for the said advertisement cluster/clusters does not create any lien on the said cluster/clusters for us. That we have been assigned the place for advertisement purpose only and it does not create any tenancy rights for us. That I/we understand that the land at the said cluster/clusters shall always be the property of SDMC/Government authorities and I/we shall not claim any right / title / interest or any nature of easement in relation to or respect thereof.
17. That we give the free and unhindered right to SDMC to forfeit the Performance Guarantee/Security Deposits/other deposits in case any declaration given by us in the tender is found to be incorrect or misleading.
18. That I/we understand that in case our contract is cancelled (by SDMC) at any stage before the scheduled period, SDMC has the right to grant rights to operate the advertisement site temporarily to any other existing contractor, at the same M.L.F. as H-1, till the finalization of fresh tender which shall be done at the earliest possible instance. That the decision of SDMC in this regard shall be final and binding on all participating bidders.
19. That I/we shall put all illuminations/signage/display boards as directed by SDMC at the time of issue of work order. That the same shall be complied within prescribed time from the date of issue of allotment letter. That a penalty as prescribed by SDMC shall be levied on me/us for noncompliance.
20. That we shall pay license fee rates as approved by SDMC from time to time.
21. That I/we shall acquire an insurance policy for the said site and renew the same on annual basis for the period of the contract. That the said insurance policy should specifically cover any liability arising out of fire / damage / any legal matter arising out of display of advertisement. That I/we shall completely indemnify SDMC on any liability arising on this count.
22. That I/we shall comply with directions of Delhi Police in respect of safety and security of public at large.
23. That I/we understand that in case any damage is done to any property/government assets etc due to our site, I/we shall get the same repaired at our own cost.
24. That I/we shall handover the possession of the said site for a limited period as desired by SDMC for any purpose at any time.
25. That I/we undertake that in case of surrender of advertisement cluster(s)/termination of contract of the cluster(s), I/we shall be debarred to participate in the future tender process for same cluster(s) at least two consequent years.
26. That I/we shall extend full cooperation for any civil work by SDMC or any Government agency related to water / sewer /telecom / repair etc. at the said site.
27. That I/we shall hand over the possession of the said cluster(s) peacefully to SDMC at the time of completion of the said contract or at the time of termination of the contract by SDMC.
28. That I/we shall intimate SDMC in case the address of the establishment changes within 7 days of such change taking place.
29. That I/we understand that officials of advertisement department of SDMC have the right to inspect the said site at any time and I / we shall extend full cooperation in this regard.
30. That I/we shall manage the said cluster(s) our self and shall not outsource the work to any third party.
31. That I/we shall abide by the advertisement policy as approved by SDMC from time to time.
32. That in case of cancellation/expiry of contract or surrender of cluster(s) before expiry of contract I/we have to continue operations till the alternative


Commercial Officer

Advertisement Department, U SDMC

11, Connaught Place, New Delhi - 110028

arrangement are done and the decision of the competent authority shall be binding upon me/my firm.

33. That I/we shall undertake to fulfill all statutory tax compliances as may be in vogue from time to time.
34. That I also undertake that all the facts and documents submitted by me are genuine. In case any of the documents and/or information furnished is found to be false or is objected to by any of the persons concerned, the SDMC will be at liberty to cancel the registration, forfeit the security deposit and advance MLF, if any, along with cancellation of the contract and blacklisting of the firm.

**Deponent
(Name & Sign.)**

VERIFICATION :

Verified at Delhi on this _____ day of _____, 2016 that the contents of the above affidavit are true to the best of my knowledge and belief. No part of it is false and nothing has been concealed therein.



Commercial Officer
Advertisement Department / SDMC
22nd Floor, Civic Centre, Minto Road
New Delhi-110002

**Deponent
(Name & Sign.)**

FORMAT FOR SELF DECLARATION REPORT (TO BE SUBMITTED MONTHLY)

I, _____ the _____ registered _____ advertiser
_____ bearing
registration number _____ operating the contract of
site _____
_____ at a
monthly _____ license _____ fees _____ of _____ Rs
_____ hereby submit

following declarations:

1. I have displayed my advertisements in compliance of the Outdoor Advertisement Policy, 2007 of Hon'ble Supreme Court of India.
2. I have not deviated my Unipoles from my original place of allotment.
3. I have also complied with the DMC Act and terms and condition of NIT.
4. My registration and Bank Guarantee submitted is not pending for want of renewal.
5. I have in total _____ advertisement sites/clusters operational with SDMC and have cleared my outstanding liability towards all.
6. The detail of the advertisements displayed in the last month is as under:
 - a) _____
 - b) _____



Commercial Officer
Advertisement Department / SDMC
22nd Floor, Civic Centre, Minto Road
New Delhi-110002

Name and Signature

SUB: TENDER FOR ALLOTMENT OF ADVERTISEMENT RIGHTS FOR DISPLAY OF ADVERTISEMETN THROUGH DESIGNATED CLUSTER(S) OF EXISTING TOILET BLOCKS, UNIPOLE LOCATIONS AND INDIVIDUAL UNIPOLE SITES IN CENTRAL ZONE, SOUTH ZONE AND NAJAFGARH ZONE UNDER THE JURISDICTION OF SDMC.

The Order of Preference and Details of EMD for respective cluster/s applied for

SN	Name & Number of the Respective Cluster/Individual Unipole site applied for	Amount of Earnest Money Deposit for each cluster/Individual Unipole site	Detail of Payment
	The order of preference for cluster/clusters/Individual site(s) applied	As mentioned in Clause No. 3 of tender document for respective cluster/s of selected zone/zones	Demand Draft, Bankers Cheque or Pay order no, Date and Name of Bank
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			

Example:- The order of preference may be written in following format :-

Cluster/Individual Unipole site No. & Name of Cluster/Individual Unipole site _____ (Name of the Zone).

Name & Signature of Authorized Signatory with Seal: Date: _____



FORMAT FOR FINANCIAL BID FOR CLUSTER

To,

The Commissioner,
South-DMC,
New Delhi-110002

SUB: TENDER FOR ALLOTMENT OF ADVERTISEMENT RIGHTS FOR DISPLAY OF ADVERTISEMETN THROUGH DESIGNATED CLUSTER(S) OF EXISTING TOILET BLOCKS, UNIPOLE LOCATIONS AND INDIVIDUAL UNIPOLE SITES IN CENTRAL ZONE, SOUTH ZONE AND NAJAFGARH ZONE UNDER THE JURISDICTION OF SDMC.

Dear Sir,

With reference to the invitation to Bid in NIT No. Dated for the above-mentioned tender for cluster/Individual Unipole site no. _____ & name of cluster/Individual Unipole site _____ (as mentioned in Annexure -1), we hereby offer our rates as per the scope of work mentioned in the bid document. We understand that the Competent Authority is not bound to accept the highest offer and reserves the right to reject any or all offers without assigning any reason. The financial rates are detailed as under:

CLUSTER/INDIVIDUAL UNIPOLE SITE No. & NAME APPLIED FOR	MONTHLY LICENSE QUOTED FOR CLUSTER/INDIVIDUAL UNIPOLE SITE FIGURES)	FEE FOR (IN	MONTHLY LICENSE QUOTED FOR CLUSTER/INDIVIDUAL UNIPOLE SITE (IN WORDS)
TO BE MENTIONED AS PER ANNEXURE-'1'			

I/We understand that SDMC shall not accept those Bids, which are not in conformity to the prescribed terms and conditions. I/we understand that financial bid/s shall be opened as per the order of preference mentioned by me/us in Annexure 7 attached with technical bid.

Thanking you,

Name & Signature of Authorized Signatory with Seal: Date: _____


Commercial Officer
Advertisement Department / SDMC
1st Floor, Civic Centre, Kirti Road
New Delhi-110002

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

Dr. Shyama Prasad Mukherjee Civic Centre (25TH Floor),
Jawaharlal Nehru Marg, New Delhi-110002, Ph. No. 011-2322-7505

SUB: TENDER FOR ALLOTMENT OF ADVERTISEMENT RIGHTS FOR DISPLAY OF ADVERTISEMETN THROUGH DESIGNATED CLUSTER(S) OF EXISTING TOILET BLOCKS, UNIPOLE LOCATIONS AND INDIVIDUAL UNIPOLE SITES IN CENTRAL ZONE, SOUTH ZONE AND NAJAFGARH ZONE UNDER THE JURISDICTION OF SDMC.

Clause no.	Terms	Description
1	Eligibility	<p>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 or from SDMC as on date and has not been blacklisted either by erstwhile MCD or 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 Clusters of Unipole sites, Clusters of Existing Toilet Blocks, (Toilet Blocks shall be awarded with maintenance) and Individual Unipole sites in Central Zone, South Zone and Najafgarh 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 twelve working days after issuance of offer letter to the firm. The bidder/s shall bid for any or all of the clusters as per his Annual Average Financial Turnover and net worth as mentioned under Clause '3' of tender document.</p> <p>Note* :- The bidder must be eligible for registration on the last date and time of submission of tender.</p>
2	Title	After installation of Unipoles by the H-1 bidders of each cluster/Individual Unipole site(s) (successful bidder of each cluster/Individual site), SDMC shall be the absolute owner of the Unipole(s).
3	Mandatory obligation of Advertiser	<p>The contract shall be governed by the guidelines contained in the Outdoor Advertisement Policy, 2007 approved by Hon'ble Supreme Court of India or prevailing outdoor Advertisement policy, provisions of DMC Act (amended to date), by laws, terms and conditions of NIT, Agreement, guidelines of registration/renewal, any other law for the time being in force and any other order, direction or guideline as may be issued by the Hon'ble court or Commissioner, SDMC from time to time.</p> <p>The intending tenderer shall inspect the description of the cluster/clusters of all sites, 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. Also no remission in license fees/ground rent or advertisement tax will be given, in this regard. The advertiser shall be bound to get his registration renewed every year till the completion of contract with SDMC.</p>

		In the event of surrender/completion/termination of contract etc. the advertiser shall be bound to handover the possession of the Unipoles/ Toilet Blocks to the department.
4	Description of work	<p>The successful bidder/bidders/contractor of each cluster shall install, repair, maintain and operate the unipole (s) & existing Toilet Blocks at designated sites mentioned in Annexure '1', as per the designs and specifications contained in Annexure '10' (except Toilet Blocks) or as the design and specification submitted by the bidder and accepted by the Department having same dimension as mentioned in Annexure '10', the designated sites shall be allotted on 'as is where is' basis.</p> <p>The structure of the unipoles shall be installed, up-graded, repaired by providing the required masonry work, providing/replacing all the necessary electrical fittings/fixtures, as may be required from time to time and the same shall be maintained and operated at all the times during the contract period, in perfect condition, as per the prescribed/approved design and specifications, by the advertiser.</p> <p>The contractor shall provide and maintain the entire installation of civil structures, electrical fittings and fixtures, at his own cost. The contractor shall obtain electricity connection from the respective Discoms for illuminated display at the allotted site in his own name or install solar energy system, for which SDMC 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.</p> <p>In order to promote use of non-conventional source of energy, the contractor / advertiser is encouraged to use solar panel / system for illumination of advertisements. However, no remission in license fee / Tax shall be admissible, on this account.</p> <p>Non-maintenance of structure and non-installations up-to technically sound levels by the contractor may result into termination of the contract and taking over possession of the unipoles (with installations) by the department.</p> <p>In case of any mishap due to the structure/ Unipole, the advertiser shall be sole responsible and all the expenses shall be borne by the contractor regarding compensation to the effected person/ property owner/ vehicle owner, re-installation of Unipole and the SDMC shall not entertain any claim in this regard including fees remission etc.</p>
5	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 of Toilet Block 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

		<p>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.</p>
6	Display of advertisement at site	<p>Each Unipole shall be of standard size of 20 feet X 08 feet (horizontally) and shall contain advertisements with two side (back to back) display or single side display as per the location of site. However, the department shall not entertain any type of claim from the advertiser, in case the site is not found suitable for both side display and no fees remission shall be allowed in this regard. The complete details with diagram specifications are enclosed in Annexure '10'.</p> <p>The advertiser shall display SDMC Logo, Site number, Name of the advertiser, Site license number & validity period of the contract, Single side display/double side display, Latitude and longitude and Allotment letter date and number on a board of measuring size '2 feet X 1.5 feet' on front side. SDMC 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 abide. In case any site is found without an information board it shall be treated as an unauthorized site and penal action including removal of the site/cancellation of contract shall be taken.</p>
7	Possession of allotted site	<p>The possession of allotted Unipole sites shall be taken by the H-1 bidder himself on "as is where is basis" through the allotment letter after signing the agreement by the H-1 bidder (successful bidder of cluster) with the SDMC (i.e. only in case of existing unipoles. However, the possession of existing toilet blocks shall be handed over on "as is where is basis" to H-1 bidders. The H1 bidder of cluster/shall construct structures for advertisement only on the earmarked sites/position under the clusters as per annexure -1. However locations of individual advertisement device may be altered by the bidder in the same cluster having equivalent MRP after getting approval from the competent authority, due to following reasons:</p> <p><u>Important Note:-</u></p> <p>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".</p> <p>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. Further, it is to mention here that the Toilet Block locations already exist and shall not be shifted</p>

from their existing locations. The H-1 bidder will install Unipple 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-1bidder) 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.

		<p><i>Note :- The limit for alteration of individual unipole site (i.e. Unipole site which are not falling in any cluster) shall be within 100 mtrs from the allotted site or as may be decided by the Advertisement Department, the request of alteration of unipole site shall be entertained only in case of reasons mentioned above in point (i) to (iii) of Clause 2 (B). Alteration of any individual unipole site shall not be considered in the limit of any Cluster, in any manner, whatsoever, the decision of Advertisement Department shall be final and binding on the advertising firm/company/bidder/Allottee of the contract.</i></p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
8	Maintenance of site	The advertisement site shall be structurally sound and maintained in good and properly secured condition. The advertisement shall, at all-time be erected, fixed and retained in all respect to the satisfaction and in accordance with the requirement prescribed by the Commissioner, SDMC 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 site, shall become the property of the SDMC.
9	Liaison with agency authorized by SDMC for e-advt. solution	In future SDMC may implement for better management of advertisement sites an e-advertisement solution incorporating RFID in all the advertisement sites of SDMC. In this regard the Advertiser will be bound to implement and incorporate the RFID based e-advertisement solution on his site being displayed under the jurisdiction of SDMC.
10	Period of Concession	The contract period shall be for a period of three years and further extendable for another two years subject to satisfactory performance of the firm and as decided by the Commissioner SDMC and 10% enhancement in awarded MLF from 3 rd year and also 10% increase on awarded MLF every year during the extended period, if extended by

		the Commissioner SDMC. After expiry of the contract period, either on account of completion of the concession period or pre-termination of the contract on any account whatsoever, the contractor shall hand over possession of the unipole(s)/ Toilet Blocks with complete structures, fittings and fixtures to the Commissioner, SDMC or any other person authorized by him. At the time of handing over of possession to the SDMC, it shall be ensured that the unipoles(s)/ Toilet Blocks is/are in proper condition and that no damage is caused by removing the fixtures and fittings, except the advertisement boards.
11	Allotment	The SDMC shall issue an allotment letter to the successful bidder/s of each cluster separately after execution of agreement by the successful bidder with the SDMC. Even if all the 10 clusters is awarded to one successful H1 bidder then also there would be 10 allotment letters i.e. one for each cluster.
12	Quarterly License Fee	The successful tenderer / contractor shall be liable to pay quarterly license fee in the form of bank draft / pay order at the rates offered by him and in the manner approved by the department and as mentioned in the tender document, in addition to the advance Advertisement Tax for each and every display, as liveable under Section 142 of the DMC Act. Quarterly license fee shall be payable by the contractor till handing over of vacant and peaceful possession of the Unipoles/Toilet Blocks after complying with necessary terms & conditions of contract. The Quarterly license fee shall be payable by the contractor from the day next to the date of expiry of the respective incubation period or actual date of display of advertisement whichever is earlier.
13.	Deposit of License Fee and Advertisement Tax	Initially the three Month advance license fees (Three times the MLF as quoted for the cluster/clusters by the advertiser /bidder) shall be payable by the contractor within 12 working days from the issuance of offer letter and the 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. Thereafter the advertising contractor shall deposit license fees of three months in advance through demand draft/pay order with a condition to deposit advance MLF for the succeeding quarter, in the last month of the preceding quarter. i.e. after depositing advance MLF for the first quarter (for eg. Jan-March) the advertiser shall be liable to deposit advance MLF for the next quarter (April-June) latest by 31st of March. In case the last day of the month being a holiday, the working day preceding the holiday(s) shall be treated as last day for deposition of the license fees. The interest on account of late depositing of MLF shall be calculated for 'full/complete' month even if the delay is for one day. The advertisement tax for each year of contract shall be payable in advance by demand draft within one month of the commencement of the contract. Advertisement tax for the whole year as provided in the DMC Act becomes payable in respect of the site even if these have been displayed for less than a year. Similarly advertiser shall be liable to pay advertisement tax on each and every separate display of advertisement. If the advertiser fails to get his registration renewed on time he shall be liable to pay twice the amount of MLF for the period during which he performs contract without getting his registration renewed. If contract of site is taken by another advertiser, after re-tender, advertisement tax for the whole year becomes payable by the new contractor. If any advertisement on the advertisement site is found to

		be displayed without payment of advance advertisement tax, the same shall be liable to be removed by the SDMC at the risk and cost of the advertiser. All correspondence and payments should be made in the Office of CO, Advertisement Department, SDMC, 25th Floor, Civic Centre, Minto Road, New Delhi-110002, against proper receipt.
14.	Other Taxes etc.	The liability of all applicable taxes; cess and fee or which may be made applicable due to change in Law or whatever reason shall vest with the advertiser.
15	Non-payment of License Fee:	<p>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, EMD etc.</p> <p>The Commissioner, SDMC or any other officer authorized by him in this regard, may also get the advertisement display/ Unipole structure(s) removed and advertiser shall not be entitled to any rebate or compensation in this regard. In such an event the authorities will also have the sole discretion to allot the advertisement site/contract to any other advertiser after recalling the tender. However, 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.</p> <p>The decision of the Commissioner or any other officer authorized by him, after rescission/termination of the contract, in regard to release or not to release advertisement display/Unipole structure(s) and to charge composition fee/removal charges/storage charges or any other amount as may be prescribed for the purpose, shall be final and binding upon all. Any dues in this regard will be recoverable as arrears of tax.</p>
16.	Maintenance of Accounts	<p>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 SDMC.</p> <p>The advertiser will also be liable to submit Self declaration / Monthly Status Report (detailed in Annexure-'6') of the advertisements displayed duly signed, to the office of CO (Advtt.), SDMC and simultaneously upload the same on the portal of SDMC.</p> <p>Non filing of Quarterly Status report shall be treated as Major Violation and shall invite penal proceedings, as applicable for such violation.</p>
17.	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, the EMD (Earnest Money Deposit)

		<p>for each cluster/clusters shall be of amount as mentioned in Annexure - '1'/Tender Document, 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.</p> <p>However, the Earnest Money Deposit can be forfeited on account of any of the following reasons:</p> <ol style="list-style-type: none"> a) If the successful bidder (H-1 Bidder) does not accept the offer of allotment within 12 working days (12 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.
18.	Security deposit and performance guarantee	<p>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 that cluster (as quoted by the advertiser /bidder or as negotiated), has to be made before the issue of allotment letter to successful highest bidder. 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 'site/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.</p> <p><u>Performance Guarantee (Only applicable to clusters containing Toilet Blocks) :</u></p> <p>A Bank Draft/Pay Order/Bankers Cheque/Bank Guarantee in favour of Commissioner, SDMC by a Scheduled/ Nationalized bank for an amount Rs. 50,000/- per toilet block in the cluster shall be deposited by the H-1 bidder within Twelve Working Days from issuance of Offer Letter. The performance guarantee shall be refunded only after successful completion of contract period. However, the same shall be forfeited in case of any default/breach of terms & conditions of contract.</p>

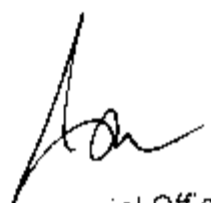
19.	Surrender	<p>In the case of surrender of the advertisement contract, the contractor shall have to give at least 90 days' notice, but not before the lapse of 9 months of the start of the contract, so as to enable the South DMC to examine the notice and to take decision and to make alternative arrangement for running of advertisement zone for safeguard of municipal revenue. In the case of surrender of the contract, security deposit shall not be adjusted against the license fee of remaining months and shall be either forfeited or refunded. All submissions, if any made till the date of determination will stand forfeited in favour of the Licensor (South DMC)</p> <p>Forfeiture of Security Deposits: In case of termination/cancellation of the contract except for force majeure the security deposits shall be forfeited.</p> <p>The contractor, who has surrendered advertisement contract, shall not be eligible to participate in the tender process/ auction of the advertisement contract again for two consecutive terms. To this effect an undertaking shall be given by the contractor.</p> <p>To safe guard the interest of SDMC, the SDMC shall re-Invite the tender of unipole sites in particular cluster as may be offered for surrender by any contractor or SDMC shall consider any alternative arrangements as decided by Commissioner SDMC and accordingly the date of determination shall be the 90 days from the date of receiving of letter by the department for surrender. In such an event the advertiser shall be bound to run the said advertisement cluster/clusters till the expiry of 90 days from the date of receiving of letter for surrender and to handover possession of the advertisement cluster/clusters of Unipoles to South DMC after expiry of 90 days. Any violation in this regard shall invite penal action including forfeiture of Security Deposit, EMD etc. and the blacklisting of the advertiser/firm. That the surrender notice shall not be valid unless up to date dues including notice period are paid up on the date of submission of such surrender notice.</p> <p>That 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 the re-tender of the said advertisement zone and up to date dues including interest, if any, towards the same are deposited.</p> <p>The advertiser, who has surrendered a site, shall not be eligible to participate in the tender process of the same site again at least for two consecutive tenders. To this effect an undertaking shall be given by the advertiser, at the time of surrender.</p> <p>The surrender once applied will be treated as irrevocable. Surrender will be treated as effective from the date of decision allowing the same, issued under the signatures of competent authority. Mere application for the same & removal of the advertising media will not entitle the advertiser to claim remission for the period.</p>
20.	Extension of contract.	<p>The contract of each cluster will be awarded to the successful H-1 bidder, initially for 3 years only, extendable for 2 years, subject to satisfactory performance of contract. However, the contractor may apply for the extension of contract, 3 months prior to completion of three year contract period. Any application made during the last 3</p>

		months of contract, will not be entertained by the department. The application for extension of contract does not entitles any right of extension of contract, the commissioner SDMC or any authorized officer by him shall be at liberty to grant or reject request for extension of contract.
21.	Structure to become the property of SDMC	In case of first/new Unipole the installation of structure shall be responsibility of the advertiser, however, in the event of determination of contract the structure of Unipole shall always be property of SDMC.
22.	Ownership of installations during concession period	During the concession period, the ownership of the installations, fittings and fixtures, as may be provided by the contractor (excluding the structure of the unipoles/ Toilet Blocks) 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 unipoles/ Toilet Blocks.
23.	Responsibility of the contractor	<p>Any theft, damage, breakage of the structures, electrical fittings / fixtures, erected/ provided by the contractor, shall be the responsibility of the contractor and the repairs / replacement shall be done by the contractor, during the concession period, at its own cost. The SDMC shall not be responsible for damage or theft of the frames, structures fixed at the site by the advertiser or for any temporary obstruction caused to the advertisement including pasting of posters etc. by any person/political party on the advertisement site. It shall be primary responsibility of the allottee to safeguard and protect their site(s).</p> <p>The advertiser shall always be responsible for any injury or damage caused to or suffered by any person or property arising out of or relating to the display of the advertisement and the consequential claim or claims shall be borne by the advertiser who will also indemnify and safeguard the SDMC in respect of any such claim or claims.</p> <p>The advertiser shall display the advertisement site at the selected sites in a proper manner taking all precautions against electrocution and SDMC shall not be responsible for any negligence, injury or casualty resulting from the installation, removal or upkeep of the advertisement site.</p> <p>The advertiser before installing any advertisement Unipole shall submit a copy of the matter of advertisement to be displayed, to the Commercial Officer, Advertisement Department, SDMC and no advertisement shall be allowed if it is indecent/obscene or otherwise offensive to good taste or against public sentiments or likely to disrupt public peace in contravention of the bye-laws, 1996, as amended up-to-date. The decision of the Commissioner, SDMC or any other officer authorized by him this respect shall be final and binding upon all.</p> <p>(a) The Existing Toilet Block sites shall be awarded with advertisement rights along-with operation and maintenance of Toilet Block besides payment Monthly License Fees by H-1 bidder:</p> <p>Following shall be the responsibilities/obligations of contractor after award of work of Toilet Blocks within the designated cluster/s :</p> <p>1. The contractor shall ensure the service of water supply,</p>

		<p>sewerage, drainage, electricity, in each toilet block during the complete contract.</p> <ol style="list-style-type: none"> Operate and maintain the toilet block during the contract period for public use in conformity of the agreement. The contractor shall appoint suitable staff for cleaning of toilet block for keeping proper hygienic conditions in Toilet Blocks and the contractor shall also ensure proper availabilities of dustbin, fittings and fixtures, electricity & lighting, water taps, tissue papers, soap, toilet freshener etc. in the toilet block. Deal with the electricity supply company for obtaining electric connection, making regular bill payment, operational requirements etc. The toilet block shall be opened from 6 AM to 11 PM for public use at free of cost. The advertisement shall be displayed only on the exterior wall of the toilet block as mentioned in annexure-1.
24.	Loss to SDMC	The advertiser shall be bound to indemnify and reimburse the SDMC 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.
25.	Modifications/ guidelines	<p>The allotment of work is subject to modifications in the specifications and compliance of guidelines, as may be prescribed, from time to time.</p> <p>The Commissioner or any other officer authorized by him may at his sole discretion in its near vicinity introduce or allow any other media of advertisement even during the period of contract.</p>
26.	Removal/ Shifting of Site	The Commissioner or any other officer authorized by him shall have the right to have the advertisement site removed (in larger public interest) without assigning any reason however, in such an event the contractor/advertiser shall be allotted an alternate site on the same cluster of equivalent MRP after obtaining permission of Commissioner, SDMC or any authorized officer as nominated by Commissioner, SDMC or the contractor shall be entitled for remission in MLF with due approval of competent authority. In such circumstances, the department shall consider full fee remission for that particular cluster or number of sites as per proportionate value of MLF calculated for such each site/sites considering single side display or double side display. For arriving at the value of MLF of each site, the consolidated MLF in proportion with the MRP should be calculated. The copy of MRP of cluster/clusters shall be supplied to H-1 bidder (successful bidder) on his request after issue of offer letter to H-1 bidder (successful bidder). However, SDMC reserves the right to not allot any alternate site to the advertiser/contractor and in such an event the contract shall stand cancelled and no remission on account of the same shall be applicable. The decision of competent authority shall be final and binding upon all.
27.	Penal Action	<p>All the penal provisions of DMC Act, Bye-laws framed there under, orders/directions of the Courts of law, Instructions for Registration/Renewal shall be applicable upon the advertiser during the performance of contract period. The Competent Authority shall have the right to debar the Advertiser, suspend business with him for any period or cancel his registration and/or black-list him, after issue of show cause notice. The decision of the Competent Authority shall be final and binding to all.</p> <p>In case of violations of any of the terms and conditions of the contract, the contract shall be deemed to have been</p>

		cancelled/terminated and the SDMC shall be at liberty to resume possession of Cluster(s) without any notice to the contractor for breach of the terms and conditions of allotment and the contractor shall have no right to remove any fixture/fittings/other items provided by him in the cluster(s).
28.	Termination of contract	The SDMC 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.
29.	Breach of Agreement, terms & conditions and restoration of contract	The SDMC shall have the right to terminate the contract/license and forfeit security amount if the Contractor commits breach of any of the terms and conditions of the tender/guidelines/agreement, provisions contained in the DMC Act or the Bye-laws framed there under, directions contained in Outdoor Advertisement Policy, 2007 or in case any fee, charge, tax or any other amount is not paid or for any other reason, the allotment shall be deemed as terminated/cancelled/revoked. The Commissioner or any other officer authorized by him shall get the advertisement site removed without any compensation whatsoever, besides forfeiting the security deposit(s) and recovering the losses caused to SDMC. The advertisement site may be allotted to any other advertiser at the risk and cost of the defaulting advertiser, who may also be black-listed. The decision of competent authority shall be final and binding upon all.
30.	Non Transfer of advtt. rights	The advertiser/agency in whose name the display right is allotted shall not transfer the same to any other advertiser/advertising agency without prior approval of the Commissioner, SDMC or any other officer authorized by him in this behalf, in writing.
31.	Blacklisting & cancellation of registration	The contractor, if any time, found engaged in any kind of malpractices including default in payment of license fee regularly shall be liable to be blacklisted & in such an event his security amount/Performance guarantee/advance MLF and other deposits will be forfeited and registration shall also be cancelled.
32.	Guarantee	The contractor shall have to guarantee against closure of the project, 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 to the advertiser, in this regard, whatsoever.
33.	Damages	Any damage to the foot-path, tiles, Kerb-stones, centre verge or any other ancillary structures, during installation/erection/up-gradation / repair / maintenance / operation of the unipoles, 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.
34.	Precautions	The contractor shall take all precautions to avoid any accidents during installation/erection/ up-gradation / repair / maintenance / operation of the unipoles/ Toilet Blocks and electrical fixtures. If any accident occurs during installation/erection/ up-gradation / repair / maintenance / operation of the unipoles and electrical fixtures, the Contractor shall be directly responsible for the damages or any other consequences, whatsoever and SDMC shall be kept free of liabilities. Proper arrangement shall be made by the Contractor to avoid any hindrance to the traffic during installation/erection/up-gradation, repair, maintenance and operation of the unipoles. Diversion of traffic, if required, shall be arranged by the contractor as per traffic police requirements at his own cost.

35.	Remission	<p>The remission shall be allowed in exceptional circumstances as mentioned in clause 2 of tender document and also in the case involving natural calamity/national/state causes which may occur beyond control of any person. SDMC may consider the request on case to case basis on facts and circumstances subject to verification/confirmation by the concerned department. This shall be in extraordinary circumstances. The decision of Commissioner SDMC in this regard shall be final and binding upon all. The fees remission in these circumstances except as mentioned in clause 2 shall be on the basis of prevailing MLF of the Site/Sites of Cluster/Clusters. No remission will be allowed due to hindrance by any person, group etc.</p> <p>Unipoles shall be tendered as a two side (back to back) display or single side display and no remission on account of any reason/ground will be entertained, due to inability to display on both sides of unipoles at the sites designated for both side displays in Annexure -1 of tender document. The bidder shall inspect the description of the Sites, before submitting his bid and accordingly submit their bids. No objection/grievance/dispute in this behalf shall be entertained, subsequent to submission of the tender and after allotment of contract. Also no remission in license fees and advertisement tax will be given, in this regard.</p> <p>The genuineness of the remissions shall be examined by the department on case to case basis. Remission if any after examining the genuineness of the case by the department can be granted after taking specific approval from the Commissioner SDMC on case to case basis.</p>
36.	Eligibility for additional Site/Sites in Cluster/Clusters	<p>Successful Allottee/Allottees of respective cluster/clusters containing Unipole/Toilet Block sites in Central, Najafgarh Zone & South Zone under the jurisdiction of SDMC, are eligible to make an application for additional site/sites in their awarded cluster/s strictly as per OAP 2007 in the first 2 years of contract period. The additional site/s in a particular cluster is limited upto 25% of total awarded sites within that particular cluster. The MLF of additional site shall be 25% more than the average awarded rate/MLF of unipole site in the respective cluster. The Commissioner SDMC may accept or reject such proposals. The decision of commissioner shall be final and binding to all. In case the Commissioner SDMC allots the additional site/s to the contractor, the contractor shall complete all the formalities including deposit of Security Deposit equivalent to one month MLF of additional site/s, three month MLF advance for additional site/s. A supplementary agreement shall be executed in between contractor and SDMC in this regard. Remaining terms and condition shall be the same as mention in tender document.</p>


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