

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

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

**OPEN TENDER FOR ALLOTMENT OF ADVERTISEMENT RIGHTS THROUGH  
CLUSTER OF TOILET BLOCKS ON MONTHLY LICENSE FEE BASIS UNDER THE  
JURISDICTION OF SDMC**

**TENDER NOTICE**

No: CO/Tender-09/Advtt./2017/NIT/D-1099

Dated: 22/09/2017

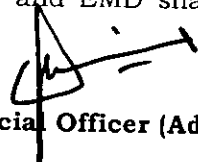
Bids are invited on behalf of Commissioner, SDMC from eligible bidders for allotment of advertisement rights through designated Cluster containing Toilet Blocks sites (**Cluster will be awarded with maintenance & operation**) under the jurisdiction of SDMC on monthly license fee basis in two bid system (Technical and Financial), for a period of **Seven Years**. The Advertisement rights through Cluster containing Toilet Blocks shall be awarded to the successful H-'1' bidder for display of advertisement at designated toilet block sites as mentioned in **Annexure "1"** of tender document. The eligibility criteria to participate in the bid are mentioned in clause 1 & 3 of the tender document. The Advertisement cluster of Toilet Block shall be awarded to the successful H-'1' bidder for display of advertisement through Toilet Blocks within the Cluster as mentioned in the tender document..

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

The tender documents may be downloaded through SDMC's website [www.mcdonline.gov.in](http://www.mcdonline.gov.in). The 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.37 of pages from page 1 to 37. The tenders will be received and opened in the office of Commercial Officer (Advtt.) at the above mentioned address, as per following schedule:

<b>Date of issue of Tender</b>	<b>19.09.2017, onwards</b>
<b>Pre Bid Meeting</b>	<b>27.09.2017, at 15.00 Hours at 25<sup>th</sup> Floor, Conference Hall, Civic Centre, New Delhi- 110002</b>
<b>Date of Placement of Tender Box at 25<sup>th</sup> Floor for submission of bids</b>	<b>09.10.2017, 11.00 AM onwards</b>
<b>Last Date Of Submission of Tender Documents</b>	<b>11.10.2017, Till 15.00 Hours</b>
<b>Date &amp; Time of opening of Technical bid</b>	<b>11.10.2017, At 15.30 Hours</b>

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 and from SDMC as on date and not been blacklisted by erstwhile MCD and by SDMC/NDMC/EDMC, Central/State Govt. departments, Ministry , Autonomous body ,PSUs as on bid submission date**, subject to fulfilling the eligibility criteria given in the document elsewhere is eligible to submit bid for allotment of Advertisement rights through designated Toilet Block sites & Subways as mentioned in annexure- 1' under the jurisdiction of SDMC. **The firm has to get itself registered with the Advertisement Department SDMC (if not registered already) within twelve working days after issuance of offer letter to the firm.**

**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 sites (Toilet Block) including location is specified in **Annexure-'1'** under the jurisdiction of SDMC.

#### **Important Note:-**

#### **A. Scope of Work :-**

1. The Cluster of Toilet Blocks will be allotted for advertisement rights with maintenance and operation of the Toilet Blocks.
2. Each of Toilet Block within the Cluster will be maintained throughout the contract period from 7 AM to 9 PM daily without any charge from the Public in general.
3. The Allottee/Advertiser shall be responsible for maintenance of proper hygienic conditions inside the Toilet and for keeping of all necessary facilities in the Toilet Block such as maintaining availability of Soap, Water, Electricity, Sanitary Napkins Dustbin and Sweeper etc..
4. The Advertiser/Allottee shall be required to run the toilet blocks all the times in good condition and in case of non-operation of the Toilet Block a board in this regard will be displayed with showing the time require to make the Toilet operational. Further, in case of non-operation of the Toilet Block, the Allottee will not be allowed to display the commercials upto the repairing of such Toilet Block.
5. The Allottee/Advertiser will engage the operators/staff as required for efficient operation and maintenance of the Toilet Blocks at his own cost and expenses. All the staff engaged for the Operation and Maintenance of Toilet Blocks shall always wear similar uniform.
6. The Allottee/Advertiser will be responsible to give quarterly feedback received from the public in general with respect to the cleanliness and facilities provided in the Toilet Blocks.

**B.** All the bidders are advised to visit all these locations and make assessments of revenue potential of these Toilet Block sites before bidding. No claim shall be entertained after bid submission regarding feasibility of site in or any other claims. The details of all advertisement on Toilet Blocks are on 'as is where is' basis as mentioned in **Annexure "1"**.

- (i) Any violation of OAP 2007 or the policy in force at that time shall invite penal actions and in case the Department observed repeated offence of violation of OAP 2007 or the policy, in that case the Department will initiate the process of cancellation of the contract with forfeiture of security deposit/Performance Bank Guarantee including Advance MLF and other actions without any prior notice.
- (ii) The contract will be awarded for a period of seven years.
- (iii) There will be 5% increase on awarded MLF from the commencement of 3<sup>rd</sup> year, every year upto the 7<sup>th</sup> year.

**3. Eligibility Criteria**

- a. The bidder should be in Advertisement business at least for the last one year. 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. Their net worth should be minimum 25% of the MRP of all the Toilet block sites/Subway under the jurisdiction of SDMC, as mentioned in the tender document. The last financial year (i.e. 31.03.2016) net worth of the company shall be considered for evaluating of technical bids, which should be duly certified by a Chartered Accountant.
- e. The Minimum annual average financial turnover of the bidder during the last three financial years must be as follows:

**Site Wise Minimum Annual Average financial turnover is mentioned below:-**

Sl. No.	Cluster Name	MRP (INR) (per month)	EMD (INR)	Minimum Average Annual financial turnover(INR)	Minimum Net Worth(INR)
1.	Cluster No.16, Existing Toilet Blocks at stretch from Ashram Chowk to Badarpur Border and from Badarpur Bordered Ashram Chowk, Mathura Road	Rs.7,22,730/-	Rs.12,50,000/-	Rs.86,72,760/-	Rs.21,68,190/-

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

(NH-2), Central Zone				
Total	Rs.7,22,730/-	Rs.12,50,000/-	Rs.86,72,760/-	Rs.21,68,190/-

Note:-1. The Department shall consider the bids of bidders for Cluster having different MRP upto as per his/her financial capacity and upto his/her minimum net.

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 2014-15 onwards)
  - (iii) Complete copy of income Tax Returns, showing the bank account number of the bidder for the preceding three financial years; (FY 2015-16 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 or has been black-listed by either erstwhile MCD or SDMC / NDMC / EDMC, or any Govt. organization /Ministry /PSUs Autonomous Body shall not be eligible to participate in the tender and such participation will be rejected, summarily.

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

#### 4. Documents to be submitted with tender form:

##### Part-I, Technical Bid:

The Bidder shall be required to submit following certificates/undertakings and documents in the technical bid. The Technical bid shall be kept in separate sealed cover super scribing '**Part I -Technical Bid**' - "**Tender for allotment of advertisement rights through designated Cluster No.16 of Existing Toilet Blocks at stretch from Ashram Chowk to Badarpur Border and from Badarpur Border Ashram Chowk, Mathura Road (NH-2), Central Zone under the jurisdiction of SDMC**". This sealed cover shall contain:-

- a) Bid Application in Format given at '**Annexure-2**'.
- b) Power of Attorney in the name of the Authorized Signatory in Format given at '**Annexure-3**'.

- c) The tender documents may be downloaded through SDMC's website [www.mcdonline.gov.in](http://www.mcdonline.gov.in). The 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.
- d) No Dues Certificate issued by SDMC under the signature of CO/AC Advertisement, SDMC.
- e) Basic information of bidder as per '**Annexure-4**'.
- f) Requisite Earnest Money (Mentioned as mentioned above) in the form of Bank Draft/Demand Draft/Bankers Cheque in favour of Commissioner, SDMC.
- g) Document in favour of eligibility criteria mentioned at para No. 3 shall be the part of technical bid.
- h) Complete tender document 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.
- i) The bidder should also submit the duly filled and signed Performa of eligibility criteria as per the annexed Performa at '**Annexure - 9**'.
- j) Affidavit on non-judicial stamp paper of Rs. 100/- as per clause 3 sub clause (f), as mentioned at '**Annexure - 5**'.
- k) 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 - 11**'.

**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 site shall be quoted separately as per Format given at '**Annexure - 7**'.

**Note 1:-** The tentative bidders are advised to submit the quoted rates for each site as mentioned in "Annexure 1" in a separate sealed cover.

- 2) **The financial bid of Cluster shall be kept in separate sealed cover super scribing the "Financial bid for Cluster at Serial No.\_\_\_\_(Name of Cluster)" i.e. 'Part II - Financial Bid - "Tender for allotment of advertisement rights through designated Cluster No.16 of Existing Toilet Blocks at stretch from Ashram Chowk to Badarpur Border and from Badarpur Bordered Ashram Chowk, Mathura Road (NH-2), Central 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 No.16 of Existing Toilet Blocks at stretch from Ashram Chowk to Badarpur Border and from Badarpur Bordered Ashram Chowk, Mathura Road (NH-2), Central 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.

## **5. Pre-Bid Meeting**

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

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

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

## **7. Bid Submission Instructions:**

- a) The duly filled bid documents should be submitted on or before the due date and time. In case the due date is declared a holiday then due date will be next working day on same time.
- b) Tender form should be clearly filled giving full name and address of the party and in English Language only. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English.
- c) That the bid document, including the documents/certificates/undertakings etc. (all pages) must be signed and paged by the authorized signatory of the bidder.
- d) The Bidder is expected to carefully examine all the instructions, guidelines, terms and conditions and formats of the tender in his own interest. Failure to furnish all the necessary information as required or submission of a bid not substantially responsive to all the requirements of the tender shall be at Bidder's own risk and may be liable for rejection.

## **8. Rejection of Bids:**

SDMC reserves the right to reject any/all bids without assigning any reason thereof and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for

such decision. The SDMC may at its sole discretion and at any time during the evaluation of Proposal, disqualify any Bidder on any of the following grounds:

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

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

**9. Opening of Tender :**

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

**10. Bid Evaluation:**

**a. Technical Bid Evaluation**

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

**b. Financial Bid Opening/Evaluation:**

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

**11. Acceptance of Tender/Bid:**

- a. The validity of the offer given by the bidder shall be for 180 days from the date of submission of bid and the same cannot be withdrawn by the bidder before the expiry of validity period, otherwise EMD shall be forfeited and the bidder may 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 (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. The decision of SDMC in this regard shall be binding and final on the all the party/bidders

**12. Conflict of Interest**

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



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

**13. Negotiations:**

H-1 bidder may be called for negotiations (if any) at the sole discretion of SDMC. The Quoted/negotiated rate of the bidder below the MRP of any for the designated toilet block sites 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 sites 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 shall be subject to acceptance by the Commissioner, SDMC or any other officer/authority authorized under DMC Act and accordingly the department shall issue offer letter to the H-1 bidder. 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, 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 advertisement department, SDMC in case, the firm is not already registered in SDMC) 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 for increase in no. 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), shall be liable to enter into an agreement with SDMC prior to issuance of allotment letter and within next **two working days** i.e. within 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) 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. 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 after execution of agreement/completion of all formalities of offer letter by the successful bidder with the SDMC.

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

**(i) Earnest Money Deposit:**

The bidder shall have to deposit Earnest money as mentioned in the tender document against the designated Cluster in the form of Bank Draft/Pay Order/Bankers Cheque for all sites, along with the bid. Bid submitted without the earnest money shall be summarily rejected. The earnest money deposited by the successful bidder shall be adjusted in advance license fee. The earnest money of unsuccessful bidders found not qualified on technical ground shall be refunded on written request of the bidder after opening of financial bid and the earnest money of remaining unsuccessful bidders shall be refunded on written request of bidder after award of work. However, the Earnest Money 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 request for clarification of its proposal,
- (c) If the bidder fails to provide required information during the evaluation process,
- (d) If the bidder resorts to malpractices with an ulterior motive to affect the chances of rival bidders which includes cartelization/sudden complaints/malicious newspaper reporting about competing bidders post the phase when the tender has been published.
- (e) If he has made misleading or false representations in the tender document submitted by him in the tender.

(ii) **Security Deposit:**

A Bank Draft/Pay Order/Bankers Cheque/Bank Guarantee in favour of Commissioner, SDMC by a Scheduled/Nationalized bank for an amount equivalent to the **3 (Three) times of the Monthly License Fee (MLF)** of the advertisement site (**as quoted by the advertiser /bidder or as negotiated**), has to be deposited with in twelve working days after issue of offer 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 87 months. The EMD may be adjustable in the Security deposit or in the advance license fee. The security deposit will not be adjusted against M.L.F of the current contract but the same will be either adjusted against the dues liability of other sites of the same advertiser, with SDMC or will be refunded to the bidder after successful completion of contract period, **without any interest upon it** however, subject to deductions/ forfeiture which may be applicable on account of non-performance, as the case may be. The decision of the competent authority, in this regard shall be final and binding upon all.

(iii) **Advance Monthly Quarterly MLF Payment:**

Initially the three Month advance license fees (**Three times the MLF as quoted by the H-1 bidder (successful bidder) or as negotiated**) shall be payable by the H-1 bidder (successful bidder) 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. 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 entire month. In case license fee is not paid within seven days after the due date, South DMC will be at liberty to take further action including proceeding for cancellation of contract/Black listing of firm/recovery of dues and for forfeiture of security deposit, etc.


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

- (i) The bidder shall be given the advertisement sites in the Cluster on "as is where is" basis. The bidder shall inspect the advertisement sites (each Toilet Block) of Cluster as per annexure "1" of tender document and may obtain necessary clarification, if any, regarding the same to his full

- satisfaction before offering the bid of the same. The bidder shall acquaint himself of all the local conditions and the advertisement Cluster.
- (ii) The bidder should bid the amount by considering its entire potential and South DMC will not be responsible for any decline in the potential of revenue at the advertisement site/site(s) 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 34 of Annexure 9 of tender document. The fees remission shall be restricted to the quoted price of site/sites of that particular toilet block site keeping in view that in the case, the site become not feasible due to start of construction activity of road/Metro/railway and any another such activity which seriously affect the prospect of display of advertisement. No remission will be allowed due to hindrance by any person, group etc.
- (iii) The remission can also be allowed by the competent authority in some other exceptional circumstances involving natural calamity beyond the control of any person, keeping the Cluster or part thereof without display of advertisement as per approval/ order of the competent authority, South DMC or when the site/site(s) 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 designated site as mentioned in **Annexure "1"** and make independent evaluation of the scope of work. No bidder 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 60 days from the date of issue of allotment letter (excluding the date of issue of Allotment letter) & the same shall not be extendable. The incubation period is allowed for setting up for display(s) including installation of non-conventional source of energy connection and electrical fittings and fixtures etc., as may be required. The date of start of monthly license fee shall be 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.

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

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

- (a) **Non- Transfer of advertising rights:** No subletting of the advertisement sites is permissible. The contractor shall manage these advertisement sites by himself/ itself or through his /its employees but shall not be allowed to sublet these advertisement sites to any other person/agency/ firm. If at any point of time it is found that the any site(s) have been sublet the contract shall be liable for cancellation along with forfeiture of Security deposit and blacklisting of firm.
- (b) **Design of Display:** Each Toilet Block shall be of standard size as prescribed/already constructed in shape. The advertisement display shall be strictly in accordance with the specific provisions as laid down in the DMC Act (Tax on advertisement other than advertisement published in newspaper) Bye-laws, 1996 (as amended up-to-date) (hereinafter referred to as "amended bye-laws, 1996"), Outdoor Advertisement Policy 2007 approved by the Hon'ble Supreme Court and terms & conditions of allotment or any other policy in force.
- (c) **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.
- (d) **Statement of Account of Advertisement displayed:** The advertiser shall maintain proper record of the advertisement displayed by him in respect of each advertisement made through toilet block as mentioned in Annexure '1' and produce the same on demand before the Commissioner or any other authorized by him in this behalf. The advertisers shall also submit true monthly statement showing the number of advertisement displayed during the preceding months.
- (e) The contractor shall submit the quarterly report of Self-declaration as per '**Annexure-6**'.
- (f) **Matter of Advertisement :** The advertiser before installing any advertisement for display through toilet blocks, a copy of the matter of advertisement to be displayed shall submit to Commercial Officer, Advertisement Department, South DMC and no advertisement shall be allowed if it is indecent/obscene or otherwise offensive to good taste or against public sentiments or in contravention of the bye-laws, 1996, as amended up-to-date and Outdoor Advertisement Policy. The decision of the Commissioner or any other officer authorized by him in this respect shall be final.
- (g) **Mandatory display of certain information :** The advertiser shall display the following information on display on the front side of the advertisement device :
- South DMC Logo

- Name of the advertiser
- Allotment letter date and no.
- Period of permission.

South DMC reserves the right to add or delete the contents on the information panel during the currency of the agreement and it shall be binding on the advertiser to follow that. In case any site is found without any information board, it shall be treated as an unauthorized site and penal action including removal of the site shall be taken.

- (h) **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.
- (i) **Damage to the public/ private property:** The advertiser shall be responsible for damage caused to public/private property during display of advertisement/maintenance of Toilets. 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 site properly.
- (j) **Precautions:** The advertiser shall display the advertisement after installing display at the designated sites 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.
- (k) **RESPONSIBILITY OF ADVERTISEMENT SITES/ DEVICES :** The South DMC shall not be responsible for damage or theft of 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).
- (l) **Removal of advertisement display:** The contractor/advertiser shall remove the advertisement display, if any, after the expiry of the contract period or if any unauthorized advertisement is displayed at the site, 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(s) through Cluster of toilet block, 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 the allottee 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 device(s) (i.e. Cluster of Toilet Block) 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 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 sites for safeguard of 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 advertisement contract again for two consecutive terms. To this effect an undertaking shall be given by the contractor.
- (v) In the event of determination of the license, the South DMC reserves the right to ask the advertiser to run and maintain the advertisement Cluster of

Toilet Block on the terms & conditions of the agreement or as modified temporarily for a specific period as decided by South DMC and in such an event the advertiser shall be bound to run the said advertisement Cluster as mentioned in the annexure-'1' of the tender document till the period South DMC requires and to handover possession of all the advertisement sites (Toilet Block) to South DMC as and when asked. 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 the final decision in this regard shall be taken by the Commissioner, SDMC or by any of other Officer authorized by the Commissioner, SDMC.
- (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 and up to date dues including interest, if any, towards the same are deposited.

**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.	Violations	Penalty
1.	Non Display of Mandatory information i.e. Name of Advertising Firm, Duration of Contract, SDMC Logo, Allotment Letter No. etc.	Rs. 5,000/- per violation per week from the date of issue of the notice by the Department upto the date of rectification of violation.
2.	Violation of norms as given in OAP 2007 or the Policy Enforce at that time.	Rs. 5,000/- per violation / irregularity per week from the date of issue of the notice by the Department upto the date of rectification of violation.
3.	Display of Advertisement Beyond the permitted size on the device.	Double the amount of MLF for the excess size of display for the entire period of violation.
4.	Display of Advertisement through LED/Neon Signs on the permitted Advertisement devices of Street Furniture without the prior approval of Department.	Double amount of MLF for the device/s on which irregularity is found by the department.
5.	Public Toilets found locked or not in running condition without prior intimation to the department.	Rs. 20,000/- per violation for initial 15 days. If the irregularity is not removed within one month then the contract shall be liable for cancellation and security deposit or other deposit shall liable to be forfeited by the department. In case of non-operational of the Public



		Toilet the contractor will not advertise the commercials upto the period of making the Public Toilet operational.
6.	Public Toilets without availability of Soaps, Sanitary Napkins etc. Unhygienic conditions inside the Public Toilet.	Rs. 5,000/- per violation per week from the date of issue of the notice by the Department upto the providing of such facilities in the Public Toilet.
7.	Public Toilets without availability of Water and Electricity.	Rs. 10,000/- per violation per week from the date of issue of the notice by the Department upto the providing of such facilities in the Public Toilet..
9.	Damaged Toilets.	Rs. 5,000/- per violation per month from the date of issue of the notice by the Department upto the repair of damaged Toilets.

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 (successful bidder) selected in the tender process is required to get them registered (If not registered earlier) in the panel of SDMC by fulfilling necessary formalities. The H-1 bidder (successful bidder) has to fulfill eligibility conditions as laid down in the guidelines for registration as an advertiser in SDMC. The selected H-1 bidder (successful bidder) in the tender is required to get himself 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 in 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/B' category then the firm has to upgrade themselves to 'A/B' category by fulfilling the requirement of registration under 'A' category.

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 Guarantee 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 (successful bidder) 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](http://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  
Civil Centre, Noida Road  
Noida, Uttar Pradesh

**OPEN TENDER FOR ALLOTMENT OF ADVERTISEMENT RIGHTS THROUGH TOILET BLOCK SITES/SUBWAYS (SUBWAYS ARE INCLUDED WITH MAINTENCE AND UP-KEEP) ON MONTHLY LICENSE FEE BASIS UNDER THE JURISDICTION OF SDMC.**

Sl. No.	Location of the Toilet Blocks	Size of display with total display area	MRP (INR)	Display Area for public Messages (in Sq. Ft.)
1.	Near New Friends Colony Market, Mathura Road, Central Zone.	7'.3"x31' 7'.3"x10' Total Display Area 299.30 Sq. ft.	Rs.7,22,730/ -	NA
2.	Near Sukhdev Vihar Bus Depot, Mathura Road, Central Zone	7'x20' 7'x20' Total Display Area 280.00 Sq. ft.		NA
3.	Near Apollo Hospital, Mathura Road, Central Zone	7'x42.5" Total Display Area 297.50 Sq. ft.		7' x 22'.5"
4.	Near Sarita Vihar Bus Stand, Opp. Rohan Motor, Mathura Road, Central Zone	7'x19' 7'x15' Total Display Area 238.00 Sq. ft.		NA
5.	Sarita Vihar Near Distt. Park, Opp. Metro Pillar no. 66, Mathura Road, Central Zone	7'x28' 7'x23'.9" Total Display Area 363.30 Sq. ft.		NA
6.	Mohan Co-operative Estate, Opp. Haldiram, Mathura Road, Central Zone	7'x29' 7'x20' Total Display Area 343.00 Sq. ft.		NA
7.	Okhla Tank, Opp. Hanuman Mandir, Mathura Road, Central Zone	7'x28' 7'x28' Total Display Area 392.00 Sq. ft.		NA
8.	Friends Colony West, Mathura Road, Central Zone	7x28' Total Display Area 196.00 Sq. ft.		7'x14'
		Total Display area for commercial advertisement = 2409.1 Sq. Ft.	Rs.7,22,730/ -	

**(Rs. Seven Lac Twenty Two Thousand Seven Hundred Thirty Only)**

**"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 through designated Cluster No.16 of Existing Toilet Blocks at stretch from Ashram Chowk to Badarpur Border and from Badarpur Bordered Ashram Chowk, Mathura Road (NH-2), Central 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.

**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*

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

*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.*

**Seen and accepted.  
Name & Signature of the Authorized Signatory  
(With Office Rubber Stamp)**

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

**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  
\_\_\_\_\_  
(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  
Civic Centre, New Road  
New Delhi


**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	

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  
20th 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.

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