

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

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

OPEN TENDER FOR ALLOTMENT OF ADVERTISEMENT RIGHTS IN MARKET AREAS OF SOUTH AND WEST ZONE UNDER THE JURISDICTION OF SDMC.

TENDER NOTICE

No: CO/Advtt/Tender-04/2018-19/ SDMC/NIT/D- 253

Dated: 24/05/2018

Bids are invited on behalf of Commissioner, SDMC from eligible bidders for allotment of advertisement rights through advertisement instruments clusters in the market areas of South and West Zone, under the jurisdiction of SDMC on monthly license fee basis in two bid system (Technical and Financial), for a period of **Five 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 of Flag Signs/MUPI/advertisement instruments in market areas of South and West Zone or all as per his financial capabilities as mentioned in clause 1 & 3 of tender document.** The Advertisement cluster/s, shall be awarded to the successful H-'1' bidder/bidders for display of advertisement through respective Cluster of advertisement instruments in market areas of South and West Zone 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), which is non-refundable, 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 ___ pages. 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	25.05.2018
Pre Bid Meeting	01.06.2018 at 15.00 Hours at 22ND Floor, Conference Hall, Civic Centre, New Delhi-110002
Date of Placement of Tender Box at 25th Floor for submission of bids.	12.06.2018, 11.00 AM onwards
Last Date Of Submission of Tender Documents	15.06.2018, Till 15.00 Hours
Date & Time of opening of Technical bid	15.06.2018, 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, ESSENTIAL PRE-REQUISITES AND TERMS & CONDITIONS

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 Tender document is eligible to submit bid for allotment of Advertisement rights through Flag Signs/MUPI/advertisement instruments clusters in the market areas of South and West Zone, under the jurisdiction of SDMC as mentioned in **Annexure '1'**. The firm shall get itself registered with the Advertisement Department SDMC in appropriate category by submitting the requisite document and fulfillment of other necessary formalities as per registration guidelines (if not registered already) within twelve working days after issuance of offer letter. **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 in the appropriate category on the last date and time of submission of bid for the Tender.

2. Site Details:

Details of all advertisement Clusters with Monthly MRP (**Minimum Reserve Price**) and EMD of each cluster within the jurisdiction of SDMC are specified in **Clause No.3 (e) & Annexure '1'**.

Important Note:-

- A.** All the bidders are advised to visit all the 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 Allottee of the respective Clusters shall be allowed to shift the advertisement structures within the allotted market area as per Outdoor Advertisement Policy, 2017 or Outdoor Advertisement Policy prevailing at that time, within the first 60 days from the allotment (excluding the date of issue of allotment letter). After installation of Flag Signs/MUPI/Advertisement instrument sites within the respective cluster of Market area of South and West Zone, the allottee shall have to submit requisite affidavit (declaring the installation of Flag Signs/MUPI/advertisement instruments as per Outdoor Advertisement Policy 2017 or Outdoor Advertisement Policy prevailing at that time) along-with photographs of Flag Signs/MUPI/advertisement instrument sites. After expiry of initial 60 days, if the firm/allottee requests to the department for shifting of the Flag Signs/MUPI/advertisement instrument site/s, a written intimation shall be submitted by the advertiser in advance, thereafter, the allottee will be allowed to install the Flag Signs/MUPI/advertisement instrument within the allotted market area as per OAP 2017 at his own cost and risk, no remission in Fee shall be allowed to the advertiser in this regard. The H-1 bidder will install Flag Signs/MUPI/advertisement instrument sites awarded in the given cluster as per the OAP 2017 or Outdoor Advertisement Policy prevailing at that time, DMC Act and bye laws made there under.

The following precautions are required to be taken by the advertiser during the period of contract while shifting an advertising instrument within the allotted limit of market area :-

- (i) The change of Flag Signs/MUPI/advertisement site shall not contravene any guideline of OAP 2017, DMC Act, Bye laws made there under and other rules and regulations applicable.
 - (ii) Remission of fee shall not be allowed in any case, however, in case of new development/improvement of market area etc, it shall be the responsibility of advertising firm to shift the Flag Signs/MUPI/advertisement instrument at his own cost and risk, no remission in this regard shall be allowed.
 - (iii) No remission of Fee shall be allowed in general, however, in extreme conditions which are not under the normal control of advertiser, in such cases, the fees remission shall be considered only in the exceptional circumstances on case to case basis by the department, however, the decision of the commissioner SDMC shall be final and binding in this regard.
- 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 2017 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) During the first 60 days of contract period (including incubation period), the allottee of the respective market cluster shall be at liberty to install/erect the Flag Signs/MUPI/advertisement instrument sites as per OAP 2017 or Policy enforce at that time within the limit of the respective Cluster. An intimation with photographs of Flag Signs/MUPI/advertisement instrument sites, affidavit/declaration, is to be submitted by the Allottee of the respective cluster declaring that all the Flag Signs/MUPI/advertisement instrument sites installed/erected by them are as per the provisions/guidelines contained in OAP 2017 or Outdoor Advertisement Policy enforced at that time within 60 days from the date of allotment of contract (excluding the date of issuance of allotment letter) to the department. In case the Flag Signs/MUPI/advertisement instrument sites within the respective market clusters are found violating any of the provisions of OAP 2017 or Advertisement Policy enforce at that time, by the department, imposition of penalty as laid down in this tender document shall be imposed on the allottee/contractor of the respective cluster along-with other consequential actions. Further, it shall be the sole responsibility of the allottee/contractor to safeguard all the aspects associated with the guidelines of Hon'ble Court, Rules-Regulations, terms and conditions of Tender, Public Safety all the time throughout the contract period, any liability arise out from the same shall be the sole responsibility of allottee/contractor. The Changed location of advertisement sites if any, the same must be submitted to the advertisement Department of SDMC before the 60 days period from the date of allotment of contract (excluding date of issue of allotment letter). However, the advertising firm is allowed to submit request for change of sites during entire period of contract, however, no remission of fee will be allowed for the period of change of site. No remission of Fee shall be allowed in general, however, in extreme conditions which are not under the normal control of advertiser, in such cases, the fees remission shall be considered only in the exceptional circumstances on case to case basis by the department, however, the decision of the commissioner SDMC shall be final and binding in this regard.
 - (iii) Any violation of OAP 2017 or the policy in force at that time shall invite penalties which may include immediate cancellation of the contract with forfeiture of security deposit/Performance Guarantee including Advance MLF.
- D.** The department shall not be responsible, in case the advertiser fails to install/ erect the Flag Signs/MUPI/advertisement instrument sites within the respective market areas within the prescribed period and no relaxation in the MLF shall be granted in such circumstances.
- E.** There will be 5 % increase on awarded MLF from commencement of 3rd year of contract and also 5% 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, installation, erection, fabrication, electrical installation of the media and structural design of advertisement instrument and also for shifting 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 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 within the respective Cluster but not exceeding the total number of allotted area within the respective cluster, by submitting prior written information to the department.
- I.** The Flag Signs/MUPI/Advertisement instrument/LED shall be allowed in the market area and inner roads only. In no case, the allotted Flag Signs/MUPI/Advertisement instrument/LED shall be allowed on the main roads.
- J.** The Advertising firm may utilize the market boundary wall, park wall and parking space of market etc, if available for display of advertisement in addition to MUPI/Flag Signs/Advertisement instrument/LED but limited to total allotted display area.
- K.** The Advertising firm shall be allowed to display the allotted advertisement area as per their commercial utilization in any shape or/and size as per OAP 2017. The preferable size for advertisement display through single Flag Signs/MUPI/advertisement instrument is 2 mtr. X 1.5 mtr., however, the Advertising firm shall be allowed to combine up to Four Advertisement instrument into a single advertisement instrument with total display area of 12 sq. mtr. which can be displayed horizontally or vertically as per their requirement but not exceeding total display area of 12 sq.mtr (combining 4 advertisement instrument of size 2 mtr. x 1.5 mtr.). In case the advertisement is displayed through LED, the maximum size of 6 mtr. X 3 mtr., shall be allowed for LED display. The advertising firm shall ensure the adherence of guidelines, terms and conditions of OAP 2017, DMC Act, Bye Laws made there under and registration guidelines, while displaying such advertisement within the allotted market boundaries and inner road connecting the market with the Main Road.
- L.** The advertising firm shall submit a structural stability certificate with respect to Flag Sign/MUPI/Advertising instrument/LED within 70 days from the date of issuance of allotment letter mentioning that the structure/devices installed by them are structurally sound and safe and as per guidelines mentioned in OAP 2017. In case of any mishap/accident to any person/public/property at any time throughout the contract period due to advertisement devices/structures/advertisement instrument installed by the advertisement firm, it shall be the sole responsibility of the respective advertisement firm to compensate claim/damage arising out of any such mishap/accident to any person/public/property, SDMC shall not be responsible in such an event or circumstances.
- M.** The preferable size for advertisement display through single Flag Signs/MUPI/advertisement instrument is 2 mtr. X 1.5 mtr., however, the Advertising firm shall be allowed to combine up to Four Advertisement instrument into a single advertisement instrument. In case the advertisement is displayed through LED, the maximum size of 6 mtr. X 3 mtr., shall be allowed for LED display.
- N.** The Advertising firm shall be allowed to convert all or part of allotted number of Flag Signs/MUPI/advertisement instrument into LED. In case of such conversion, the advertising firm shall make a written request in the department and the permission for conversion of Flag Signs/MUPI/advertisement instrument into LED shall be allowed by the department subject to

payment of twice amount of the applicable MLF and the advertising firm shall have to run such permission for a minimum period of one year from the date of grant of permission of such conversion.

For example :- Suppose, A firm M/s XYZ Ltd. is awarded contract of advertisement rights through advertisement instrument at M-Block market, G.K- 1 at MLF of Rs. 10 lacs per month

for 40 number of advertisement instrument with total display area of 2583 sq. ft. If M/s XYZ ltd. wants to convert 1200 sq. ft display area of advertisement into LED,

Then, the amount to be paid by M/s XYZ Ltd. for 1200 sq. ft LED advertisement will be

Average rate = Rs. 10,00,000 divided by 2583 sq.ft = Rs. 387 per square feet.

Therefore, for 1200 sq. ft LED area the amount to be paid will be = 1200 sq. ft (x) Rs. 387/- per square feet average rate (x) 2 (twice rate for LED) = Rs. 9,28,800/- (For 1200 sq. ft LED advertisement) along with the remaining MLF for 1383 sq. ft of remaining advertisement area, i.e = Rs. 5,35,221/-

The total MLF will be = Rs.9,28,800/- (+) Rs.5,35,221/- = Rs.14,64,021/-.

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 **31.03.2017**.
- 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 Flag Signs/MUPI/advertisement instrument sites in South and West Zone of SDMC are mentioned below:-

TABLE-1 :- UNIPOLE CLUSTERS

South Zone

S. No	Location of the sites	*Total Display area	MRP	EMD (Earnest Money Deposit)	Average Annual Financial Turnover	Net Worth
-------	-----------------------	---------------------	-----	-----------------------------	-----------------------------------	-----------

Commercial Officer
Advertisement Department / SDMC
22nd Floor, Civic Centre, Minto Road,
New Delhi - 110022

1.	At SDA Market surrounding, Opp. IIT Gate, South Zone	452 sq. ft.	89,496/-	1,61,093/-	10,73,952/-	2,68,488/-
2.	At Kamal Cinema Market Surrounding, Safdarjung Enclave (South Zone)	452 sq. ft.	1,19,328/-	2,14,790/-	14,31,936/-	3,57,984/-
3.	At Green Park Market (South Zone)	967 sq. ft.	3,84,866/-	6,92,759/-	46,18,392/-	11,54,598/-
4.	At B-6 Safdarjung Enclave market surrounding (South Zone)	452 sq. ft.	1,21,136/-	2,18,045/-	14,53,632/-	3,63,408/-
5.	At PVR Anupam market (South Zone)	452 sq. ft.	2,03,852/-	3,66,934/-	24,46,224/-	6,11,556/-
6.	At M Block Mkt, Greater Kailash - II	1938 sq. ft.	7,50,006/-	13,50,011/-	90,00,072/-	22,50,018/-
7.	Outside DDA Park Hauz Khas and Hauz Khas Village market, New Delhi	646 sq. ft.	2,50,002/-	4,50,004/-	30,00,024/-	7,50,006/-

8.	M Block Mkt, Greater Kailash - I	2583 sq. ft.	10,95,192/-	19,71,346/-	1,31,42,304/-	32,85,576/-
9.	N - Block Market, Greater Kailash-1	967 sq. ft.	3,74,229/-	6,73,612/-	44,90,748/-	11,22,687/-
10.	Kailash Market Colony	967 sq. ft.	3,74,229/-	6,73,612/-	44,90,748/-	11,22,687/-
11.	Vasant Lok Market near PVR Priya, Vasant Vihar	967 sq. ft.	3,74,229/-	6,73,612/-	44,90,748/-	11,22,687/-

West Zone

S. No	Location of the sites	*Total Display area	MRP	EMD (Earnest Money Deposit)	Average Annual Financial Turnover	Net Worth
1.	12 Advertisement devices at Parking lot at B.K Dutta Market, Rajouri Garden on Najafgarh Road, 10 Advertisement devices at Parking lot at B.K Dutta Market Shiv Mandir Marg, 40 Advertisement devices at parking lot Main marg of Rajouri Garden Market Rajouri Garden	1600 sq. ft.	4,82,400/-	8,68,320/-	57,88,800/-	14,47,200/-

*Note:- The preferable size for advertisement display through single Flag Signs/MUPI/advertisement instrument is 2 mtr. X 1.5 mtr., however, the Advertising firm shall be allowed to combine up to Four Advertisement instrument into a single advertisement instrument with total display area of 12 sq. mtr. which can be displayed horizontally or vertically as per their requirement but not exceeding total display area of 12 sq.mtr (combining 4 advertisement instrument of size 2 mtr. x 1.5 mtr.). In case the advertisement is displayed through LED, the maximum size of 6 mtr. X 3 mtr., shall be allowed for LED display.

Note:-2. If the bidder is applying for all the clusters of markets, then the minimum annual average financial turnover of the bidder during the last three financial year must be equal to or more than the total Average Annual Financial Turnover of such Clusters and the average minimum net worth as on 31.03.2017 must be more than the total amount as specified against such clusters. 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.

Note:-3. The Department shall consider the bids of bidders for Cluster/Clusters having different MRP up to 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 31.03.2017.

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 **2014-15** 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 **2014-15** 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 through Flag Signs/MUPI/advertisement instrument in market areas of South and West 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 specifications of Flag Signs/MUPI/advertisement instrument as per '**Annexure-10**'.
- 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 Flag Signs/MUPI/advertisement instrument 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 Flag Signs/MUPI/advertisement instrument.

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 Sites and not for the designated cluster/clusters of South and West 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 in a separate sealed cover. In case, the bidder quotes rates in a single format for more than one cluster, the Department shall consider the bids of bidders for Cluster/Clusters having different MRP up to his financial capacity and upto his minimum net worth in the order of preference as mentioned by the bidder in **Annexure 7** and once the bidders financial capacity exhaust, the Department shall not consider the remaining cluster/s, if applied by the bidder beyond his Minimum Average Annual financial turnover and average net worth.

- 2) **The financial bid of each cluster shall be kept in separate sealed cover super scribing the "Financial bid for cluster No.____& Name_____"** and in case the bidder is bidding for more than 1 cluster, then all sealed cover envelope for each cluster shall be kept in a separate sealed cover envelope carrying all the sealed cover financial bid for each cluster super scribing '**Part II - Financial Bid - "Tender for allotment of advertisement rights through Flag Signs/MUPI/advertisement instrument in market areas of South and West 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 Flag Signs/MUPI/advertisement instrument in market areas of South and West Zone under the jurisdiction of SDMC"**', clearly mentioning the name, address of the agency/contractor submitting the bid. Any tender not accompanied with any of the above mentioned documents/information/certificates/undertakings/earnest money/tender cost, is liable to be rejected, summarily. However, SDMC reserves the right to call for information/clarifications from the bidder. The bidder may apply for one or more cluster/clusters or all clusters for advertisement rights in the South and West Zone under the jurisdiction of SDMC.

Note:

1. The bidder must mention his financial quote for the cluster/s as per **Annexure 8** separately for each cluster, otherwise bid shall be summarily rejected.

5. Pre-Bid Meeting

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

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

- 1) At any time prior to the last date for receipt of bids, SDMC may, for any reason, whether 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 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 this Tender Document.

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 of South and West 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 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 market areas of South and West 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. 3 (e) in form of Bank Draft/Pay Order/Bankers Cheque for each cluster/clusters/individual site(s) of **South and West Zone**, the EMD (Earnest Money Deposit) for each cluster/clusters shall be of amount as mentioned in **Annexure - '1'**, along with the bid. Bid submitted without the earnest money deposit shall be summarily rejected. The earnest money deposit of unsuccessful bidders found not qualified on technical ground shall be refunded on written request of the bidder and the earnest money of remaining unsuccessful bidders, who are technically qualified shall be refunded on written request of bidder after award of work 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:



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

- (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 submitted through Bank Guarantee will be refunded only after successful completion of contract. However, in case the Security Deposit is submitted through Demand Draft/Pay Order/Bankers Cheque, the same shall be refunded or adjusted as per the request of advertiser, in case a request is made in the department for adjustment of Security Deposit by the Advertiser/Contractor, the same shall be adjusted against the dues liability of other cluster/sites of the same advertiser, within SDMC or will be refunded to the bidder after successful completion of contract period 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.

The Security Deposit/Earnest Money/any deposit including MLF deposited by the Contractor/Licensee will not carry any interest in any case or circumstances whatsoever.

(iii) **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 market areas of South and West Zone 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 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 30 of **Annexure 9** of tender document and **Clause 2** of main tender document. The fees remission shall be restricted to the proportionate average MLF of the effected site within the respective cluster/clusters keeping in view the display area of that effected particular Flag Signs/MUPI/advertisement instrument site/sites of the respective cluster. In case of remission sought for Flag Signs/MUPI/advertisement instrument site/sites allotted within the respective Cluster(s) due to reasons specified in the relevant clause, then the remission will be restricted to the proportionate MLF of the respective site(s). 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 Flag Signs/MUPI/advertisement instrument of cluster/clusters 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 of Flag

Signs/MUPI/advertisement instrument site (excluding the date of issue of Allotment letter) and the same shall not be extendable. The incubation period is allowed for installation of Flag Signs/MUPI/advertisement instrument site, including installation of non-conventional/conventional source of energy connection and electrical fittings and fixtures, as may be required for making all Flag Signs/MUPI/advertisement instrument 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/clusters. 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 Flag Signs/MUPI/advertisement instrument sites to any other person/agency/ firm. If at any point of time it is found that the any Flag Signs/MUPI/advertisement instrument 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 Flag Signs/MUPI/advertisement instrument site within the Cluster, shall be structurally sound and maintained in properly secured condition. The Flag Signs/MUPI/advertisement instrument site 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 device shall become the property of South DMC. The advertiser shall hand over all the device/structures to the department in good condition on maturity/pre-determination/cancellation of the contract.
- (c) **Design of Display of Advertisement instrument :** The dimension for each Flag Signs/MUPI/advertisement instrument structure shall be as per 2017. The length and width for Flag Signs/MUPI/advertising instrument display can be interchanged/alterd as per suitability but not exceeding the total area (length x width). The bottom of advertisement display of Flag Signs/MUPI/advertisement instrument shall be at a height of 2.5 mtr. Minimum and maximum shall not exceed ____ mtr. 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 2017, registration/renewal guidelines or the advertisement policy in force at that time and terms & conditions of allotment.

The preferable size for advertisement display through single advertisement instrument is 2 mtr. X 1.5 mtr., however, the Advertising firm shall be allowed to combine up to Four Advertisement instrument into a single advertisement instrument. In case the advertisement is displayed through LED, the maximum size of 6 mtr. X 3 mtr., shall be allowed for LED display. The Advertising firm shall be allowed to convert all or part of allotted number of advertisement instrument into LED. In case of such conversion, the advertising firm shall make a written

request in the department and the permission for conversion of advertisement instrument into LED shall be allowed by the department subject to payment of twice amount of the applicable MLF and the advertising firm shall have to run such permission for a minimum period of one year from the date of grant of permission of such conversion.

For example :- Suppose, A firm M/s XYZ ltd. is awarded contract of advertisement rights through advertisement instrument at M-Block market, G.K- 1 at MLF of Rs. 10 lacs per month for 40 number of advertisement instrument with total display area of 2583 sq. ft. If M/s XYZ ltd. wants to convert 1200 sq. ft display area of advertisement into LED,

Then, the amount to be paid by M/s XYZ ltd. for 1200 sq. ft LED advertisement will be

Average rate = Rs. 10,00,000 divided by 2583 sq.ft = Rs. 387 per square feet.

Therefore, for 1200 sq. ft LED area the amount to be paid will be = 1200 sq. ft (x) Rs. 387/- per square feet average rate (x) 2 (twice rate for LED) = Rs. 9,28,800/- (For 1200 sq. ft LED advertisement) along with the remaining MLF for 1383 sq. ft of remaining advertisement area, i.e = Rs. 5,35,221/-

The total MLF will be = Rs.9,28,800/- (+) Rs.5,35,221/- = Rs.14,64,021/-.

- (d) **Electricity Connection for Illuminated Display:** The advertiser shall obtain electricity connection for illuminated display at the allotted site in his own name or install solar energy system, for which South DMC shall provide him necessary No Objection Certificate, on his specific request. In this regard, all charges / dues shall be payable by the advertiser directly to the concerned electricity company. No generator set shall be allowed for this purpose.
- (e) **Statement of Account of Advertisement displayed:** The advertiser shall maintain proper record of the advertisement displayed by him in respect of each advertisement 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.
- (f) The contractor shall submit the monthly report of Self-declaration as per '**Annexure-6**'.
- (g) **Matter of Advertisement:** The advertiser before installing any advertisement for display on device shall submit to 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.
- (h) **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/Individual Site 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.
- (i) **Loss to South DMC:** The advertiser shall be bound to indemnify and reimburse South DMC for all claims, demands, loss charges, cost and expenses which it may have to incur or which accrue on account of infringement of any of these conditions by the advertiser.
- (j) **Damage to the public/ private property:** The advertiser shall be responsible for damage caused to public/private property during display of advertisement in cluster/clusters. South DMC shall not be responsible or liable or made a party to any damages or accidents which may happen at the site. The advertiser shall be liable and responsible for any loss of life and /or physical harm/ any other loss to the public or any other agency including government on account of negligence on the part of Advertiser in maintaining the cluster/site properly.
- (k) **Precautions:** The advertiser shall display the advertisement after installing devices (i.e. Flag Signs/MUPI/advertisement instruments) within the allotted market area as mentioned in the **Annexure-1**, in a proper manner taking all precautions against electrocution and Corporation shall not be responsible for any negligence, injury or casualty resulting from the installation, removal or upkeep of the advertisement device & display.
- (l) **RESPONSIBILITY OF ADVERTISEMENT SITES/ DEVICES :** The South DMC shall not be responsible for damage or theft of 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 Flag Signs/MUPI/advertisement device(s). It shall be primary responsibility of the allottee to safeguard and protect their advertisement site(s)/ device(s).
- (m) **Removal of advertisement display:** The contractor/advertiser shall remove the advertisement display, if any 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/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/clusters/individual unipole sites/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 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. All payment, if any made till the date of determination will be adjusted in favour of the Licensor (South DMC) against the outstanding dues. The security deposit will be refunded only in case the same is deposited through Bank Guarantee after acceptance of surrender by SDMC and clearance of all outstanding dues of the contract. In case the Security Deposit is deposited through Bank Draft/Bankers Cheque/Demand Draft, the same shall be adjustable on particular written request of the Advertiser/Contractor against the dues/Monthly License Fee of other contracts of Cluster/Site of the same advertiser in SDMC.
- (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 cluster/s 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. In the event of determination of the license/contract due to acceptance of surrender of the contract, the South-DMC may request to the licensee/contractor to run and maintain advertisement cluster/clusters till the period South-DMC requires.
- (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 the 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

