



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

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

**TENDER FOR AWARD OF WORK OF REPAIR/MAINTENANCE AND OPERATION OF EXISTING
UNIPOLES (WITH BACK TO BACK DISPLAY) AGAINST ADVERTISEMENT RIGHTS.**

TENDER NOTICE

No: ADVT/2014-15/13/ 1542

Dated: 15-12-2014

Sealed tenders are invited from the advertising agencies registered with the advertisement department of South Delhi Municipal Corporation (under any category), holding a valid registration certificate on the date of tender, for award of work of repair, maintenance and operation of existing Unipoles (with back to back/two side display) against advertisement rights at sites within the jurisdiction of South-DMC, as per approved terms and conditions.

Tender document comprising of tender form, terms and conditions and list of sites can be downloaded from Municipal Website at www.mcdonline.gov.in > e-tendering. Tender form/documents can be submitted in the prescribed 'formats/annexures' along with requisite Earnest Money (mode as detailed in tender form) and Tender fees (Rs 1,000/- by demand draft/pay order only) payable at Delhi, drawn in favor of Commissioner, SDMC. 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	15.12.2014, onwards
Pre Bid Meeting	22.12.2014, at 11.00 Hours at 25th Floor, Conference Hall, Civic Centre, New Delhi-110002
Date of issue of Corrigendum/Addendum	26.12.2014
Date of Placement of Tender Box at 6th Floor, 09th Floor & 25th Floor for submission of bids	29.12.2014, 11.00 AM onwards
Last Date Of Submission of Tender Documents	30.12.2014, Till 12.00 Hours
Date & Time of opening of Qualification bid	31.12.2014, At 11.30 Hours
Date & Time of Opening of Financial Bid	31.12.2014, At 14.00 Hours

Application of tenders with incomplete documents & without tender fee shall be summarily rejected.


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

Sd/-
Admin. Officer (Advtt.)

BIDDING CRITERIA AND ESSENTIAL PRE-REQUISITES OF UNIPOLES WITH TWO SIDE (BACK TO BACK) DISPLAY

1. Eligibility criteria for participation:

Only registered advertiser with South Delhi Municipal Corporation shall be eligible to participate in the tenders for allotment of contracts for unipoles with two side (Back to Back) display of the SDMC.

2. Site Details:

Details of advertisement Sites put to tender in this NIT and their Minimum Reserve Price is specified in 'ANNEXURE - 1'.

3. Documents to be submitted with tender form:

a) Qualification Bid:

Bidder shall be required to submit the following certificates/undertakings and documents.

- 1) Bid Application in Format given at 'ANNEXURE-2'.
- 2) Copy (self attested) of Certificate of Registration with SDMC.
- 3) No Dues Certificate issued under the signatures of Commercial Officer (Advt. Department)
- 4) Earnest Money Deposit (EMD). (Details given in 'Annexure 5' of terms and conditions.)
- 5) Basic information about Bidder and advertisement site for which the Bid has been submitted in format given at 'Annexure 6'.
- 6) Tender Fee (non refundable) of Rs 1,000/- (Rupees One Thousand Only) by way of demand draft/pay order payable at Delhi drawn in favour of Commissioner, SDMC, separately for each site which is bid for.
- 7) Qualification bid should be submitted in the format required for Qualification Bid & should be kept in separate sealed cover super scribing 'Part I - Qualification bid - "Tender for allotment of authorized advertisement sites under the jurisdiction of SDMC"'.

b) Financial Bid :

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

- 1) Financial Quote for the advertisement Site in the Format given at 'ANNEXURE-3'
- 2) **Financial bid to be submitted in format required for financial bid & should be kept in separate sealed cover super scribing 'Part II - Financial Bid - "Tender for allotment of authorized advertisement sites under the jurisdiction of SDMC"'.**

Any tender not accompanied with any of the above mentioned documents/information/certificates/undertakings, is liable to be rejected, summarily. Separate tender should be submitted for each site. Any advertiser, who has not cleared past dues, if any, of SDMC or has been black-listed by either erstwhile MCD or SDMC, shall not be eligible participate in the tender and such participation will be rejected, summarily.

Note :

- a) **If an 'advertiser/agency' is bidding for more than one site of the NIT, single qualification bid will be acceptable however, separate financial bid(s) & separate tender fees shall be submitted for each individual site.**
- b) **Only H-1 bidders shall submit an undertaking by way of affidavit on a stamp paper of Rs 100/- duly notarized to the effect as per 'Annexure 4'.**

4. BID - Roles and Responsibilities:

(a) **Supporting infrastructure to be provided to the selected bidder by SDMC:**

- 1) **Liaison with agency authorized by SDMC for e- advertisement solution:** In future SDMC may authorize any agency for implementation of IT based e-advertisement solution incorporating RFID in all the advertisement sites of SDMC. In this regard the advertiser shall assist/cooperate SDMC in organizing discussions/technical information with this agency to enable the SDMC to implement the e- advertisement solution.
- 2) **The Advertiser shall be responsible for damage caused to the public/property during display of Advertisement:** SDMC 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/ theft of Unipole/ 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.
- 3) **The Advertiser to intimate change of address/constitution/e-mail ID etc. :** The Advertiser shall keep Advertisement Department of SDMC informed of change in his address, change in e-mail ID, change in constitution etc. The intimation of change of address. E-mail-ID & constitution shall be given to the Advertisement Department for necessary amendments in the registration certificate & other records. Otherwise a communication sent at the address given to the SDMC shall be deemed to have been received by the Advertiser.
- 4) **No subletting of advertisement rights:** No subletting of the advertising site is permissible. The Advertiser shall manage the Advertisement site by himself/itself or through his/its employees but shall not be allowed to sublet the Advertising site to any other person/agency/firm. If at any point of time it is found that the Advertising site has been sub-let the license, as well as current contract shall be liable for cancellation with the approval of competent authority.

(b) **Terms & Conditions and Important Instructions:**

The other terms & conditions and important instructions for management of advertisement sites are as specified in 'ANNEXURE- 5'.

(c) **Responsibility of bidder:**

- 1) The bidder shall be given the advertising site on 'as is where is' & it shall be responsibility of the bidder to **inspect the advertisement site** obtain necessary clarification, if any, to his satisfaction before offering to bid for the same. The bidder shall acquaint himself of all the local conditions and the advertisement site's condition.
- 2) The bidder should bid the amount by considering its entire revenue potential. SDMC will not be responsible for any decline in the revenue at the advertisement site 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 SDMC without any kind of response to the licensee & the licensee shall not be entitled to make any claim / remission on that account.
- 3) The bidder must conduct survey of the existing processes and make independent evaluation of the scope of work. No bidder can hold the SDMC responsible for non understanding of the scope of work. Bidders are free to visit the said advertisement site to understand the field operations and current revenue administration. The process is fully in public domain and no separate information shall be given to any bidder by the SDMC on this account.
- 4) The bidder shall install Unipole(s) at his own cost and expense in case of new installations and no remission on this account shall be given by SDMC. The Unipole shall become the property of SDMC consequent upon determination/completion of the contract period.

5. Bid Submission Instructions:

a) Submission Procedure:

The duly filled tender should either be submitted in tender box or sent by registered post (which shall be valid only if received on or before the due date). In case on due date if any holiday is declared then due date will be next working day on same time and venue.

- Tender form should be clearly filled in ink/duly typed 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.
- Any interlineations, erasures, over-writing, alterations, additions, etc. will disqualify the Tender.
- That the document (all pages) must be signed by an authorized signatory of the bidder.
- 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 proposal not substantially responsive to all the requirements of the tender shall be at Bidder's own risk and may be liable for rejection.
- No bidder is allowed to modify, substitute, or withdraw the Proposal after its submission.
- Bidders shall submit their Proposals at the given address on or before the last date and time for receipt of proposals mentioned in the tender documents.

b) 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:

- If he has made misleading or false representations in the tender document submitted by him in the tender.
- If he has any pending dues with erstwhile MCD (now pertaining to SDMC) or SDMC.
- Any bidder who has been blacklisted by SDMC/erstwhile MCD due to any reason.
- Any bidder who is found to have any interest in the disqualified/blacklisted agency /person /company.
- 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.
- Submitted a proposal that is not accompanied by required documentation or is non-responsive. In the absence of any document as required, the concerned party shall be considered as not eligible and in that eventuality their tender shall not be considered.
- Failed to provide clarifications related thereto, when sought.
- Any delay in receipt of tender documents through post / courier shall render the tender invalid. Telegraphic / fax/ e-mail tender etc shall be summarily rejected.
- 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.
- The Qualification Bid proposal should not include any financial bid information. A Qualification Bid proposal containing any financial bid information shall be summarily rejected.

- Any superfluous document(s) not related to the mandatory criteria in company profile shall not be taken into account no weightage 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 work.
- 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.

6. Pre Bid Meeting:

The SDMC may convene a pre-bid meeting to address any Tender related queries. However, it be clear that the SDMC shall entertain only those questions which have been submitted in writing on the letter head of participating bidders/registered advertisers duly received in advertisement department of SDMC, at least 2 working days in advance, to the pre bid meeting. No questions other than that submitted in writing shall be entertained.

Each bidder must mention his registration number while submitting queries for the pre-bid meeting. Amendments necessitated, if any, as a result of the pre-bid meeting or otherwise shall be made available to participating bidders through email only. It shall be the responsibility of the bidders to fine tune their proposals incorporating the amendments so communicated through the email. The SDMC shall not be responsible for any oversight or negligence on part of the bidders on the amendments to the terms and conditions of the tender document and notified through the email. That the SDMC shall not be responsible for communicating the same through phone or post.

7. Acceptance of Tender/Bid:

- (a) The validity of the offer given by the advertiser shall be for **180 days** 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, besides other action(s) being taken against him.
- (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. Earnest money in respect of unsuccessful bidder will be refunded / returned without any interest, unless the same is forfeited for some other reasons.
- (c) Advertisement license may be given to the highest bidder (at the discretion of the competent authority), even if there is valid single bidder. But, no bid quoting MLF less than the minimum Reserve MLF will be accepted.
- (d) In case, there are two successful highest bidders, with matching bids the H-1 will be decided by lucky draw system under the supervision of competent authority of the SDMC in the presence of both the bidders. During such a draw either the bidder or his authorized representative along with authorization certificate shall be allowed to contest in the draw and decision of authorized representative in this regard shall be binding on the party/bidder.

8. Opening of Tender :

Tender shall be opened in the presence of intending bidders/their representatives, who may like to be present at that time. In case Tender opening date is declared as HOLIDAY, the Tender shall be received and opened on next working day at the same time specified in the NIT (Notice Inviting Tender).

9. Allotment Letter:

The offer made by the registered 'advertiser/agency' shall be subject to acceptance by the Commissioner, SDMC or any other officer authorized by him. The offer once accepted, shall be final and binding upon the advertiser/agency. The agency shall be liable to complete all the requisite formalities, as specified in offer letter, within seven days of issue of the same and thereafter a formal allotment letter shall be issued to the H-1 advertiser/agency. Any offer/permission granted by the competent authority 'may/can' be withdrawn, any time without assigning any reason thereof.

10. Agreement:

The 'advertiser/agency' shall be liable to enter into an agreement with SDMC prior to issuance of allotment letter. The agreement is to be executed on a non-judicial stamp paper of Rs. 100/- duly attested by 1st Class Magistrate or Notary which is to be purchased and provided by the said bidder within 7 days of issue of the offer letter, failing which the earnest money shall be forfeited along with levy of penal action as per penalty clause and offer so issued can be cancelled at the prerogative of SDMC. Agreement format shall be provided by the department along with offer letter and the agreement shall be subject to the provisions contained in 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 shall be entered on need or circumstantial basis subject to the requirements of SDMC. Stamp duty, **if levied by Government 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 by the contractors.**

11. Premature closure of contract:

In case of implementation of any new comprehensive advertisement policy for Delhi or any direction by Court of law or advertisement site being required by Government / Corporation, SDMC retains the right to cancel the license agreement of advertisement contracts by giving one month's notice in writing and the advertiser will not be allowed any extension on any ground whatsoever. Any loss of revenue to the advertiser on above conditions shall not be borne by SDMC.

12. SUCCESSOR BODY:

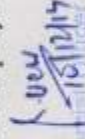
In case, if there is a change in the constitution of the implementing agency, its successor body shall be bound by the agreement during its tenure.

13. EXCLUSIVITY:

The successful bidder shall have exclusive right for the implementation of the said project for the time period as defined above.

14. Force Majeure:

- a) The bidders 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, cyber terrorism / cyber criminals, lightning, earthquake, cyclone, whirlwind, flood, tempest, storm, drought, lack of water or other unusual or extreme adverse weather or environmental conditions, action of the elements, meteorites, fire or explosion, strike, restrictions put by the Government or any Court Of Law / threats from anti national elements / political protests against the project or extortion from anti social elements, theft, loot or any other situation not envisaged at the time of formulation of this project / tender.


16/11/17

Comment Mail Office
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- b) If the circumstances leading to force majeure occur, the affected party shall give a notice thereof to the other party. The notice shall include full particulars of the nature of Force Majeure event, the effect it 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.
- c) That Security Deposit/Performance guarantee shall not be invoked in case of force majeure situations.

15. Termination of Contract:

- a) The SDMC may at any time terminate the Contract by issuing a written notice to the advertiser if it becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company/partnership or winding up of firm/company/partnership.
- b) The contract may also be terminated due to non-performance of selected agency during the period of execution of Contract. In such case the SDMC shall intimate the selected bidder in writing about all the issues where the performance is below the required level or is not satisfactory and the selected bidder shall be given a time of 15 days to rectify the same. Failure to rectify the same shall result in termination of the contract. In the event of non performance of the contract a part/full of the 'Performance Guarantee/Security Deposit' 'may/can' also be deducted by SDMC and decision of the competent authority shall be binding upon the advertiser/agency.
- c) The contract shall not be terminated for failure to discharge responsibilities due to force majeure situations.
- d) That no consequential damages shall be payable by SDMC upon termination of the contract.

16. Disputes:

All legal matters shall be subject to Delhi jurisdiction, only.

17. Interpretation:

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

18. Undertaking/Affidavit:

The H-1 bidder will have to submit an Affidavit declaring therein that the statements made by him and all the facts stated in connection with the tender and documents submitted in this behalf are true and correct to the best of his knowledge and nothing has been concealed there from.


Commissioner
Advertisement Department / SDMC
22nd Floor, CMC Centre, Connaught Road
New Delhi-110002

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Annexure-1

Details of Advertisement Sites put to Tender

TYPE OF MEDIA: UNIPOLE WITH TWO SIDE (BACK TO BACK) DISPLAY

S No	Pole Unique No.	Zone	Cate - gory	Present Location of the site	Size	Latitude	Longitude	Pro-posed MLF of two side display (Rs)
1.	S-61	South	C	Parking Green Park Market	20'x 8'	28°33'3937	77°12'1440	1,65,000/-
2.	W-31	West	C	Near Girls Govt. Secondary School, opp. community Centre D-Block, Janakpuri	20'x 8'	28°36,6421	77°06'4640	64,000/-
3.	W-23	West	C	Near Janak Petrol Pump, Janak Puri Desu Colony FTC Dabri Chowk	20'x 8'	28°36,6218	77°05'6886	55,000/-
4.	W-27	West	C	Opp Tihar Haat Jail Road, Products, FTC Nangal Rai	20'x 8'	28°37,1979	77°06'2498	75,000/-
5.	W-34	West	C	Inside Park Gurudwara Guru Singh Sabha, C-Block Vikas Puri FTC Outer Ring Road	20'x 8'	28°38'3252	77°04'4224	60,000/-
6.	CN-52	Central	C	Parking Appu Ghar	20'x 8'	28°37'4046	77°14'4486	1,50,000/-
7.	CN-5	Central	C	At parking Defense Colony, A Block Market, near Gumbad	20' X 8'	28°34'4443	77°13'8473	2,00,000/-
8.	CN-49	Central	C	BahadurShah Zafar Marg, Outside Masjid, Abdul Nabi FTC, Delhi Gate to ITO	20' X 8'	28°37'7219	77°14'4900	1,50,000/-
9	W-40	West	C	Parking Agarsen Hospital, opp. Metro Pillar no. 116, FTC Ring road	20'x 8'	28°40'4510	77°07'9545	80,000/-
10.	W-41	West	C	Parking Agarsen Hospital, opp. Metro Pillar no.123, near Police Station Punjabi Bagh, FTC Ring Road	20'x 8'	28°40'4728	77°07'9545	80,000/-
11	CN-50	Central	C	Parking Shahidi Park BahadurZafar Zafar Marg	20'x 8'	28°38'1039	77°14'4731	2,00,000/-

(Signature)
 Commr. FTC Officer

12	W-7	West	C	Opp. Metro Pillar no., 431, FTC Raja Garden	20'x8'	28°38'9960	77°06'8960	70,000/-
13	S-74	South	C	Near Sun City Mall, Mehrauli Mahipalpur Road	20'x8'	28°31'4036	77°09'4088	2,00,000/-
14	CN-27	Central	C	Unipole at the end of Moolchand Flyover, Defence Colony, Near Footpath	20'x8'	28°34'3126	77°14'2030	2,50,000/-
15	CN-30	Central	C	NBCC, Near Petrol Pump	20'x8'	28°35'1385	77°14'4483	2,50,000/-
16	---	Njfg rh	C	Nanak Heri	20,x8'	28-33-3858	76-59-1879	5,000/
17	S-75	South	C	Open land, JB Tito Marg, Inside Nala, Near IBP Petrol Pump, Pancheel Park	20,x8'	28-32.8745	077°13.7283	1,80,000/-
18	S-52	South	C	On Road Turning to Mehrauli, Andheria More, New Delhi	20,x8'	28°30.5510	077°10.6498	2,20,000/-
19	S-54	South	C	On Ahinsa Sithal Near Gantry, MG Road	20,x8'	28°31.3425	077°11.8418	1,80,000/-
20	S-26	South	C	Parking at Vasant Vihar	20,x8'	28°33.5107	077°09.7714	1,75,000/-
21	S-27	South	C	Parking at vasant Vihar	20,x8'	28°33.4788	077°09.7819	1,75,000/-
22	S-31	South	C	Parking at Vasant Vihar	20,x8'	28°33.2835	077°09.8794	1,75,000/-
23	CN-48	Central	C	Ambedkar Terminal	20,x8'	28°37.8623	077°14.4717	1,45,000/-


 Commercial Officer
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