



**SOUTH DELHI MUNICIPAL CORPORATION  
ADVERTISEMENT DEPARTMENT**

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

**OPEN E-TENDER FOR ALLOTMENT OF ADVERTISEMENT RIGHTS  
THROUGH TOILET BLOCK/SUBWAY SITES WITH OPERATION &  
MAINTENANCE ON MONTHLY LICENSE FEE BASIS UNDER THE  
JURISDICTION OF SDMC**

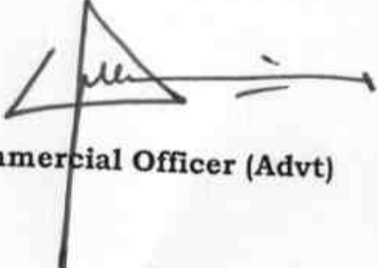
**E-TENDER NOTICE**

No: CO/Advtt/E-Tender -06/2020-21/SDMC/NIT/D-412 - Dated: 14/10/2020

Bids are invited on behalf of Commissioner, SDMC from eligible bidders for allotment of advertisement rights with operation & maintenance of Toilet Blocks/Subways under the jurisdiction of SDMC on monthly license fee basis in two bid system (Technical and Financial), for a period of three years and further extendable up to two years subject to satisfactory performance of the firm and as decided by the Commissioner SDMC. The Advertisement rights through Toilet Block/Subway sites shall be awarded to the successful H-'1' bidder for display of advertisement at designated locations as mentioned in **Annexure "1"** of E-Tender document. The eligibility criteria to participate in the bid are mentioned in clause 1 & 3 of the document. The evaluation criteria of technical and financial bid are mentioned in clause 10 of the document.

The eligible bidder may submit their bid containing total 48 pages, the documents duly signed on each page along with requisite Earnest Money, fee and other documents as mentioned in the document.

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 fee and EMD shall be summarily rejected.

  
Commercial Officer (Advt)

Commercial Officer  
Advertisement Department / SDMC  
25th Floor, Civic Centre, Minto Road  
New Delhi-110002

**SCHEDULE/ DATA SHEET FOR E-TENDER FOR REGULAR ALLOTMENT OF ADVERTISEMENT RIGHTS WITH OPERATION & MAINTENANCE THROUGH CLUSTERS OF TOILET BLOCK/SUBWAY SITES/INDIVIDUAL SITES FALLING UNDER THE JURISDICTION OF SOUTH DELHI MUNICIPAL CORPORATION ON PAYMENT OF ADVANCE MONTHLY LICENSE FEE BASIS.**

Particulars	Details
Project Name	OPEN E-TENDER FOR ALLOTMENT OF ADVERTISEMENT RIGHTS THROUGH CLUSTER/S TOILET BLOCKS/INDIVIDUAL TOILET BLOCKS FALLING UNDER THE JURISDICTION OF SOUTH DELHI MUNICIPAL CORPORATION ON PAYMENT OF ADVANCE MONTHLY LICENSE FEE BASIS
Nodal Agency	South Delhi Municipal Corporation (SDMC)
Last date of issuance / sale of E-Tender document	05/11/2020 Upto 16:00 Hrs. on website <a href="http://www.E-Tenderwizard.com/SOUTHDMCEE-TENDER">www.E-Tenderwizard.com/SOUTHDMCEE-TENDER</a> or on SDMC's website <a href="http://www.mcdonline.gov.in">www.mcdonline.gov.in</a>
Cost of E-Tender Document	Rs. 5000/- for each Cluster/ Site.
Pre-Bid Conference	At 15:00 Hrs on 22/10/2020
Venue of Pre-bid Conference	SDMC Conference room, 23 <sup>rd</sup> floor, Dr. SPM Civic Centre, JLN Marg, New Delhi-110002
Nodal Officer for Submission of Queries	Commercial Officer (Advertisement Dept.) 25 <sup>th</sup> floor, Dr. SPM Civic Centre, JLN Marg, New Delhi-110002. Phone: 011-23227511 e-mail ID: <a href="mailto:coadvtt.sdmc@gmail.com">coadvtt.sdmc@gmail.com</a> <a href="mailto:macadvtt.sdmc@gmail.com">macadvtt.sdmc@gmail.com</a>
Corrigendum, if any will be placed on website	<a href="http://www.mcdonline.gov.in">www.mcdonline.gov.in</a> and on <a href="http://www.E-Tenderwizard.com/SOUTHDMCEE-TENDER">www.E-Tenderwizard.com/SOUTHDMCEE-TENDER</a>
Last date and time for Bid Submission	Up to 16:00 Hrs on 05/11/2020 on website <a href="http://www.E-Tenderwizard.com/SOUTHDMCEE-TENDER">www.E-Tenderwizard.com/SOUTHDMCEE-TENDER</a>
Address for submission of Technical Bids	On website <a href="http://www.E-Tenderwizard.com/SOUTHDMCEE-TENDER">www.E-Tenderwizard.com/SOUTHDMCEE-TENDER</a>  A set of requisite technical bid documents to be submitted to Commercial Officer (Advertisement Dept.) on or before 05.11.2020 25 <sup>th</sup> floor, Dr. SPM Civic Centre, JLN Marg, New Delhi-110002.
Address for opening Technical bids	Commercial Officer (Advertisement Dept.) 25 <sup>th</sup> floor, Dr. SPM Civic Centre, JLN Marg, New Delhi-110002.
Address for opening of financial bids	Commercial Officer (Advertisement Dept.) 25 <sup>th</sup> floor, Dr. SPM Civic Centre, JLN Marg, New Delhi-110002.  Date of opening of financial bid will be notified later on website <a href="http://www.mcdonline.gov.in">www.mcdonline.gov.in</a> and on <a href="http://www.E-Tenderwizard.com/SOUTHDMCEE-TENDER">www.E-Tenderwizard.com/SOUTHDMCEE-TENDER</a>
EMD Amount	As per details/manner given in <b>Clause 3 (Eligibility Criteria)</b>
EMD Manner	

Complete offer document is available on E-Tender website of SOUTH DMC [www.wizard.com/SOUTHDMC](http://www.wizard.com/SOUTHDMC) or [www.mcdonline.gov.in](http://www.mcdonline.gov.in)

**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 and from SDMC as on date and who have 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 with operation & maintenance through designated Toilet Block sites as mentioned in **annexure- 'I'** under the jurisdiction of SDMC. **The firm has to get itself registered in the appropriate category with the Advertisement Department SDMC by submitting the requisite document and fulfilment of other necessary formalities as per registration guidelines (if not registered already) within Ten working days after issuance of offer letter to the firm.**

**Note :- The Bidder must be eligible for registration in the appropriate category on the last date and time of submission of bid for the .**

**2. Site Details:**

Detail of Toilet Block Cluster and individual Toilet Block site including locations as specified in **'Annexure 1'** under the jurisdiction of SDMC.

**Important Note:-**

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

**(i)** Any violation of OAP 2017 or the policy in force at that time shall invite penalty and in case the Department observed repeated offence of violation of OAP 2017, 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 without any prior notice.

**(ii)** There will be 10% increase on awarded MLF from the 3<sup>rd</sup> year of the contract and also during the time of extended period i.e. 4<sup>th</sup> & 5<sup>th</sup> year, if extended by the Commissioner SDMC.

**(iii)** The Maximum height of advertisement can be displayed up to the parapet wall Toilet Blocks sites, the same shall not violate any guidelines/terms of Outdoor Advertisement Policy, 2017.

**3. Eligibility Criteria**

**a.** The participating bidder(s) shall submit an undertaking with regard to "No Dues" on their letter head.

- b. 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 under the jurisdiction of SDMC, as mentioned in the document. The last financial year (i.e. 31.03.2019) net worth of the company shall be considered for evaluating of technical bids, which should be duly certified by a Chartered Accountant.
- c. The Total display area as specified in Annexure - 1 of Document for each Toilet Block can be displayed through single display. However, the same shall not violate any guidelines/terms of Outdoor Advertisement Policy, 2017.
- d. The Minimum annual average financial turnover of the bidder during the last three financial years must be as follows:

**Cluster of Toilet Block/ Individual Toilet Block Sites with operation and maintenance, Cluster wise, MRP, EMD, Minimum Net Worth and Minimum Annual Average financial turnover is mentioned below:-**

Sl. No.	NAME OF CLUSTER/INDIVIDUAL TOILET BLOCK	No. OF TOILET BLOCKS	MRP (INR)	EMD (INR)	Minimum Average Annual financial turnover (INR)	Minimum Net Worth (INR)
1.	Cluster No.3 (Part-1) existing Toilet Blocks at Stretch "Khanpur Red Light Depot to ITO Crossing and ITO Crossing to Khanpur Depot. Red Light, Central Zone	04	4,30,433/-	4,64,868/-	51,65,197/-	12,91,299/-
2.	Cluster No.4(B), Toilet Block sites at Siri Fort Crossing and Chirag Delhi Crossing South Zone	02	1,44,628/-	1,56,198/-	17,35,538/-	4,33,885/-
3.	DDA Market, Nehru Place, New Delhi, CNZ	01 (Display - 01, (6'.8" x 39')	36,893/-	39,844/-	4,42,714/-	1,10,678/-
4.	Near Sahi Hospital, New Delhi, CNZ	01 (Display - 03, (8' x 16', 8' x 16' & 8' x 16')	67,343/-	72,730/-	8,08,110/-	2,02,028/-
5.	Mathura Road Bhairon Marg, New Delhi, CNZ	01 (50'x6.6' Total Display	2,23,732/-	2,41,630/-	26,84,783/-	6,71,196/-

		Area = 330 sq.ft)				
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**Note:-1.** A prospective bidder can apply for one or more or all Toilet Block sites as per his financial capability subject to fulfilment of Criteria of Minimum Average Annual Financial Turnover and Minimum Net Worth (As on 31.03.2019) mentioned against each site above.

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 2016-17 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 2016-17 onwards)
  - (iii) Complete copy of income Tax Returns, showing the bank account number of the bidder for the preceding three financial years; (FY 2016-17 onwards)
  - (iv) Details of bank account (as reflected in the I.T. Returns) with bank statement of the bidder for the last 12 months.
- e. 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 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 form:**

**Part-I, Technical Bid:**

The Bidder shall be required to upload/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**' - "**for allotment of advertisement rights through designated new and existing toilet block sites under the jurisdiction of SDMC**". This sealed cover shall contain:-

- a) Complete 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**'.

  
Commercial Officer  
Advertisement Department / SDMC  
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- d) The E-Tender documents may be downloaded through SDMC's website [www.mcdonline.gov.in](http://www.mcdonline.gov.in), and payment of requisite E-Tender Fee of Rs.5,000/- (Rupees Five Thousands Only) per Cluster/Site applied for participation in the E-Tender, shall be deposited through NEFT/RTGS/e-payment as per link provided on the website. The self attested (duly stamped) scanned copy of UTR Number along-with challan of the transaction shall be submitted with the bid document.
- 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) The bidder/s shall mention his order of preference of site/sites in **Annexure '7'** which shall be considered for order of opening of his financial bid/s for site/sites.
- h) Requisite Earnest Money of each Cluster/Individual site shall be deposited through NEFT/RTGS/e-payment as per link provided on the website. The self attested (duly stamped) scanned copy of UTR Number along-with challan of the transaction shall be submitted with the bid document, as mentioned above.
- i) Complete document (i.e. from page 1 to 48) 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.
- j) The bidder should also submit the duly filled and signed Performa of eligibility criteria as per the annexed Performa at **Annexure-'9'**.
- k) Affidavit on non-judicial stamp paper of Rs.100/- as per clause 3 sub clause (f), as mentioned at **Annexure-'10'**.
- l) 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-'12'**.

**Part-II, Financial Bid:**

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

- a. For each Cluster, separate Financial Quote is required in the Format given at '**ANNEXURE-11**'.
- b. Financial bid for every Cluster shall be in format as provided on website & shall be uploaded on website for each Cluster/Site.
- c. Any contractor who has been/is associated in any manner with a Firm/Company/Organization, who has not cleared past dues, if any, of SDMC or has been black-listed by either erstwhile MCD or SDMC/NDMC/EDMC, shall not be eligible to participate in the E-Tender and such participation will be rejected, summarily.

**Note 1:-** In case the bid /bids are made for selected site/Sites out of the cluster and not for the designated cluster/clusters of Central Zone/South Zone/West Zone/Najafgarh Zone, as mentioned in the E-Tender document, the same shall be summarily rejected (i.e. applicable only for clusters).

**Note 2:-** The tentative bidders are advised to submit the quoted rates for each cluster/individual site in separately through E-Tender after technical evaluation. In case, the bidder quotes rates in a single format for more than one cluster/more than one individual site, the Department shall consider the bids of bidders for Cluster/Clusters/individual site(s) having different MRP

upto his financial capacity and upto his minimum net worth in the order of preference as mentioned by the bidder in **Annexure 7** and once the bidders financial capacity exhaust, the Department shall not consider the remaining cluster/s/individual site/s, if applied by the bidder beyond his Minimum Average Annual financial turnover and average net worth

#### **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 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 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 bidders may follow the instructions as per the website [www.wizard.com/South DMC](http://www.wizard.com/South DMC)
- b) 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.
- c) 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.
- d) That the bid document, including the documents/certificates/undertakings etc. (all pages) must be signed and paged by the authorized signatory of the bidder.
- e) The Bidder is expected to carefully examine all the instructions, guidelines, terms and conditions and formats of the 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 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 process through direct contact with any official involved in the 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 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 with supporting documents related there to within reasonable time, when sought by SDMC while technical scrutiny.
- (viii) Any delay in receipt of documents through registered post/Speed post / courier shall render the invalid. Telegraphic / fax/ e-mail 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 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 bidder. Only cutting(s) will be allowed, subjected to signed by the authorized signatory.

**9. Opening of E-Tender :**

- a. E-Tender shall be opened at the date and time specified in the **Data Sheet/** website [www.E-Tenderwizard.com/SOUTHDMCEE-TENDER](http://www.E-Tenderwizard.com/SOUTHDMCEE-TENDER). In case E-Tender opening date is declared HOLIDAY, E-Tender shall be received and opened on next working day at the same time specified in the **Data Sheet**.
- b. **E-Tender processing charges :** One time E-Tender processing charges @ 0.95% of the awarded value of one month for one time only, as per the final bid shall payable by the successful bidder(s) (H-1 bidder) of the respective cluster (s) within the 3 days after issuance of allotment.

**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 E-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) & Clause-4 above. All the technically qualified bidders shall be intimated by the Advertisement department/SDMC for opening of financial bid.

**b. Qualification for E-Tendering :**

- (i) While participation in the E-Tender, a particular bidder shall be allowed to participate the Cluster (s)/Individual site(s) with aggregate of quoted MLF equal to or less than his "Financial Capacity", meaning thereby that once the sum total of his quoted MLF for the Cluster(s)/Individual site(s) exceeds his "Financial Capability", he will not be eligible/allowed to participate in E-Tender of remaining Cluster(s)/Site(s).
- (ii) The selection will be on the basis of the highest monthly License fee (H-1) quoted by the bidder for the advertisement cluster/clusters/individual sites for designated sites as mentioned in the **Annexure '1'** under the jurisdiction of SDMC.

**11. Acceptance of /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 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 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 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

**13. 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, as mentioned in Annexure -'7', 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 **Ten 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.

In case of non fulfillment of formalities of offer letter given to H-1 bidder within the prescribed time, EMD shall be forfeited and the firm may be debarred from participating in upcoming tenders of Advertisement Department, SDMC for two consecutive tenders. However, the decision of Commissioner, SDMC or any other officer authorised by him in this regard shall be final and binding.

**14. 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 twelve 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/ 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 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.*

**15. 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.

**16. Earnest Money Deposit / Security Deposit / Bank Guarantee / Advance Bi-Monthly License Fee**

**(i) Earnest Money Deposit:**

- (a) The bidder shall have to deposit Earnest money deposit as mentioned in the clause No. 3 (e) shall be deposited through NEFT/RTGS/e-payment as per link provided on the website. The self attested (duly stamped) scanned copy of UTR Number along-with challan of the transaction shall be submitted with the bid document, as mentioned above for each cluster/clusters/individual site(s), the EMD (Earnest Money Deposit) for each cluster/clusters/individual sites shall be of amount as mentioned in **Clause-3**, along with the bid. Bid submitted without the earnest money deposit shall be summarily rejected. The earnest money deposit of unsuccessful bidders shall be refunded on written request of the bidder or as the competent authority may deem fit in this regard.
- (b) If the successful bidder (H-1 Bidder) does not accept the offer of allotment within **10 working days (Ten days)** of issue of **offer letter** or if the bidder withdraws the proposal during the validity period specified in e-tender.
- (c) If the bidder does not respond to request for clarification of its proposal,
- (d) If the bidder fails to provide required information during the evaluation process,
- (e) 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 has been published.
- (f) If he has made misleading or false representations in the document submitted by him in the e-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 **2 (Two) times of the Monthly License Fee (MLF)** of the advertisement Site/cluster/clusters, has to be deposited within twelve working days after issue of offer letter to successful highest bidder for each cluster/site 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 or on acceptance of surrender. However, in case the security deposit is submitted through **BG/demand draft/pay order/bankers cheque**, the same shall be refundable or adjustable as per the request of advertiser against the dues liability of the other cluster/sites of the same advertiser, within SDMC or will be refunded to the allottee after successful completion of contract period subject to deductions/forfeiture/**adjustment** 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/EMD/ any deposit including MLF deposited by the contractor/Licensee will not carry any interest in any case or circumstances whatsoever.

**Performance Security Deposit :** The allottee shall also deposit performance security of Rs.50,000/- for each Toilet Block. In case a request is made in the department for adjustment of performance security deposit by the advertiser/contractor, the same shall be adjusted against the dues liability of the other cluster/sites of the same advertiser, within SDMC or will be refunded to the allottee 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.

(iii) **Advance Bi-Monthly License Fee Payment:**

Initially Two Months advance license fees (**MLF as quoted by the H-1 bidder for each cluster (successful bidder)**) shall be payable by the H-1 bidder (successful bidder of each cluster/individual site) within **Ten 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 two months in advance through demand draft/pay order for the succeeding two months, in the last day of the preceding quarter. i.e. after depositing advance MLF for the first bi-months ( for eg. If date of start of MLF shall be 10 Jan to 09 March, then the advertiser shall be liable to deposit

advance MLF for the next bi-months (March-April) latest by 09 March. 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.

**17. Interest on delay payment:**

In case of failure on part of contractor to deposit the two months advance license fee in time i.e. in the last day of the preceding bi-months (due date), interest @ 24 % per annum will be levied from the due date of deposit for complete bi-months. 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 after issuance of Show Cause Notice.

**18. Responsibility of the bidder/applicant before offering bid.**

- (i) The bidder shall be given the advertisement sites on "as is where is" basis. The bidder shall inspect the advertisement sites of the zone as per annexure "1" of 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 zone.
- (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 35 of Annexure 9 of 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 or govt. agency etc.
- (iii) The remission can also be allowed by the competent authority in some other exceptional circumstances involving natural calamity beyond the control of any person, keeping the zone 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"**.

19. **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) & the same shall not be extendable. The incubation period is allowed for setting up for display(s) including installation of conventional/non-conventional source of energy connection and electrical fittings and fixtures, as may be required. 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 Toilet Block(s). 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.

20. **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 Cluster of Toilet Block/Individual Toilet Block shall be of standard size as prescribed/already constructed in shape by the department. 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.
- (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 Cluster of Toilet Block/Individual Toilet Block/wall wrap as mentioned in Annexure '1' and produce the same on demand before the Commissioner or any other authorized officer by him in this behalf. The advertisers shall also submit true quarterly 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** : 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 regard 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. 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) **Maintenance and Operation of Toilet Block :**

- i. The allottee shall be responsible for operation and maintenance of Toilet Blocks from 6 AM to 10 PM.
- ii. The allottee shall depute suitable male & female staff for operation and maintenance of the Toilet Block/Toilet Blocks.
- iii. The allottee shall ensure the proper hygiene in the Toilet Block and its surroundings.
- iv. The allottee shall provide uniform to each staff of the Toilet Block.
- v. The allottee shall obtain the electricity meter from the concerned organization at its own cost and also pay electricity consumption charges to the concerned organization.
- vi. The allottee shall ensure proper water availability within the Toilet Block for daily uses.
- vii. The allottee shall ensure availability of soap, tissue papers etc. with the Toilet Block.
- viii. The allottee shall ensure proper lighting within the Toilet Block.

(m) **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.

21. **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/individual 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 of the same advertising sites as awarded to the previous contractor whichever is earlier.

22. **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 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.



23. **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) 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.

24. **Surrender**

- (i) In the case of surrender of the advertisement contract of the Toilet Block site, the contractor shall have to give at least 90 days' notice, but not before the lapse of 03 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 Toilet Block Cluster/Individual Toilet Block site 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 deposits (i.e. Demand Draft, Bank Guarantee, Bankers Cheque etc.), 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 after acceptance of surrender by SDMC and clearance of all outstanding dues of the contract.
- (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 cluster of Toilet Block/Individual Toilet Block contract, shall not be eligible to participate in the process/ E-Tender 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 of Cluster of Toilet Block/Individual Toilet Block as applied 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 90 days from the date of receiving of surrender letter in the department from the respective contractor. In such an event the advertiser shall be bound to run the said cluster of Toilet Block/Individual Toilet Block advertisement site till the expiry of 90 days from the date of receiving of letter for surrender and to handover possession of the Toilet Block advertisement sites of 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 Toilet Block site 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- of the said advertisement cluster and upto date dues including interest, if any, towards the same are deposited.

**25. 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 2017 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 Panel without the prior approval of Department.	Double amount of MLF for the device/s on which irregularity is found by the department.
5.	Toilet Block/Subway found locked without prior intimation to the department. (Any violation of clause no.22 of annexure-'9')	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 Toilet Block the contractor will not advertise the commercials upto the period of making the Toilet Block operational.
6.	Toilet Block/Subway without proper maintenance or having unhygienic conditions inside or effective free movement of public or dirty inside.	Rs.5,000/- per violation per week from the date of issue of the notice by the Department upto the date of removal of such irregularity in the Toilet Block.
7.	Toilet Block/Subway without availability of Electricity or without being manned.	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 Toilet Block.
		<p><b>Important Note :-</b> In case electricity supply is effected by genuine reasons, the same shall be intimated in the department by the contractor in writing and a notice board outside the Toilet Block has to be installed</p>

		by the contractor in this regard, the contractor has to correct deficiency within seven days from the date of intimation to the department failing which the penalty applicable will be imposed accordingly.
8.	Damage Toilet Block or damaged walls, damaged floor of the Toilet Block.	Rs.15,000/- per violation per month from the date of issue of the notice by the Department upto the repair of such damage.
9.	Non Filing of quarterly report as per Annexure-6	Rs. 5,000/- per violation per month from the next date of the end of that quarter.

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.

**26. Registration with SDMC:** - The H-1 bidder (successful bidder) selected in the 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 is required to get himself registered with SDMC as an advertiser by submitting the requisite documents and fulfillment of other necessary formalities **within Ten 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 bidding 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	Bidding 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/-	Rs. 40 lakhs and above but 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/-

\*The MRP (Minimum Reserve Price) shall mean the minimum Monthly License Fee (MLF) prescribed for a and the bidder shall quote the rates not less than such MRP.

\*\*Annual turnover means the amount reflected in latest audited Profit & Loss A/c./Balance Sheet (as reflected in the ITR for the relevant period).

**NOTE:-** The amounts shown in the Table are subject to revision by the Competent Authority.

\*\*\*Newly formed entities/Start-ups (proprietorship/partnership firms/Pvt. Ltd and Public Ltd. companies) who do not fulfill the requisite criteria as regards financial status indicated as above but seeking to do business with SDMC may also apply for registration provided they submit Bank Guarantee and Security Deposit to the tune of double the stipulated amount. Also, for the first 3 (three) years, they are required to submit a certificate declaring therein that they have not defaulted w. r. t. any of the contracts awarded to them either by SDMC or any other government entity, in terms of payment of license fees or in terms of violations.

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 process.

Bidder/applicant/participant applications for 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.

## 27. **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/ . 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.

**28. Interpretation:**

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

**29. DISPUTES :**

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



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

**OPEN E-TENDER FOR ALLOTMENT OF ADVERTISEMENT RIGHTS THROUGH TOILET BLOCK/SUBWAY SITES WITH OPERATION & MAINTENANCE ON MONTHLY LICENSE FEE BASIS UNDER THE JURISDICTION OF SDMC**

**CLUSTER NO.3 (PART-I) : existing Toilet Blocks at Stretch "Khanpur Red Light Depot to ITO Crossing and ITO Crossing to Khanpur Depot. Red Light, Central Zone**

SL. No	Nomenclature	Number of displays /Total area (sq. ft)	MRP (INR)
1.	Sheikh Sarai, SZ	03 no. of displays with measurement (8'x24'=192 sqft, 8'x12'=56 sqft. and 8'x7' = 56 sq. ft. Total =344 sqft	Rs.4,30,433/-
2.	Andrews Ganj (Near Central School), CNZ	02 no. of displays with measurement (8'x22'=176 sqft, and 8'x7' = 56 sq. ft. Total =232 sqft	
3.	Near Defence Colony Subway, CNZ	02 no. of displays with measurement (8'x17'=136 sqft, and 8'x14' = 112 sq. ft. Total =248 sqft	
4.	Moolchand Metro Station, CNZ	02 no. of displays with measurement (8'x24'=192 sqft, and 8'x16' = 128 sq. ft. Total =320 sqft	
<b>(Rs. Four Lac Thirty Thousand Four Hundred Thirty Three Only)</b>			

  
Commercial Officer  
Advertisement Department / SDMC  
25th Floor, Civic Centre, Minto Road  
New Delhi-110002

**Cluster No.4 (B) : Toilet Block Sies at Siri Fort Crossing and Chirag Delhi Crossing, South Zone.**

SL. No	Nomenclature	Number of displays / Total area (sq. ft)	MRP (INR)
1.	Siri Fort Crossing, South Zone	02 no. Of displays with total display area of 248 sq. ft.	Rs.1,44,628/-
2.	Chirag Delhi Crossing, South Zone	01 display of size 112 sq.ft.	
( Rs. One Lac Forty Four Thousand Six Hundred Twenty Eight Only)			

**EXISTING INDIVIDUAL TOILET BLOCKS :**

S. No.	Location of Site	Display size/ Total Display Area	MRP
1.	DDA Market, Nehru Place, New Delhi, CNZ	Display - 01, (6'.8" x 39')	Rs.36,893/-
2.	Near Sahi Hospital, GK-I, New Delhi, SZ	Display - 03, (8' x 16', 8' x 16' & 8' x 16')	Rs.67,343/-

S.No.	Name of Public Toilet	Description of Media with no. & size and proposed MRP (INR)
1.	Mathura Road Bhairon Marg, New Delhi, Central Zone	50'x6.6' Total Display Area = 330 sq.ft Rs.2,23,732/-

  
 Commercial Officer  
 Advertisement Department / SDMC  
 25th Floor, Civic Centre, Minto Road  
 New Delhi-110002

**"BID APPLICATION FORMAT: ON COMPANY LETTERHEAD"**

To,

Date: \_\_\_\_\_

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

**SUB: OPEN FOR ALLOTMENT OF ADVERTISEMENT RIGHTS WITH OPERATION AND MAINTENANCE THROUGH CLUSTER OF TOILET BLOCK SITES/INDIVIDUAL TOILET BLOCK SITES ON MONTHLY LICENSE FEE BASIS UNDER THE JURISDICTION OF SDMC.**

Sir,

1. I/We, the undersigned, have carefully examined the referred and offer to participate in the same, in full conformity with the said along with all the terms and conditions.
2. I/We agree to abide by this Proposal as per 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 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 paid EMD through online/NEFT Number ..... Dated ..... drawn on ..... for Rs. .... (Copy Enclosed).
5. I/We have submitted E-Tender fee through online/NEFT Number ..... Dated ..... drawn on ..... for Rs.5,000/- (Copy enclosed).

**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 this undertaking shall be signed by the bidder and submitted along with the prescribed 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 document carefully. The information furnished by me/us is true & to the best of my/our knowledge and nothing has been concealed there from. I/We have also read and understood carefully the terms & conditions of allotment annexed herewith which I/we shall abide by. I/We agree to the allotment of contract for display of advertisement at the allotted site is being made on "as is where is" basis and accept all the terms and condition of the and shall be bound by the conditions given in the document.*

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

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Commercial Officer  
Advertisement Department / SDMC  
25th 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

\_\_\_\_\_  
(Signature)  
(Name, Title and Address of the Attorney)  
Date:.....

**Notes:**

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
2. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour 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  
25th Floor, Civil Centre, Minto Road  
New Delhi-110002


**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  
 25th Floor, Civic Centre, Minto Road  
 New Delhi - 110002

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

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

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

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

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


29. That I/we understand that officials of advertisement department of SDMC have the right to inspect the said site at any time and I / we shall extend full cooperation in this regard.
30. That I/we shall manage the said site our self and shall not outsource the work to any third party.
31. That I/we shall abide by the advertisement policy as approved by SDMC from time to time.
32. That in case of cancellation/expiry of contract or surrender of site before expiry of contract I/we have to continue operations till the alternative arrangement are done and the decision of the competent authority shall be binding upon me/my firm.
33. That I/we shall undertake to fulfil all statutory tax compliances as may be in vogue from time to time.
34. That I also undertake that all the facts and documents submitted by me are genuine. In case any of the documents and/or information furnished is found to be false or is objected to by any of the persons concerned, the SDMC will be at liberty to cancel the registration.

**Deponent  
(Name & Sign.)**

**VERIFICATION :**

Verified at Delhi on this \_\_\_\_\_ day of \_\_\_\_\_, 2020 that the contents of the above affidavit are true to the best of my knowledge and belief. No part of it is false and nothing has been concealed therein.

**Deponent  
(Name & Sign)**

  
Commercial Officer  
Advertisement Department / SDMC  
25th Floor, Civic Centre, Minto Road  
New Delhi-110002

**FORMAT FOR SELF DECLARATION REPORT (TO BE SUBMITTED QUATERLY)**

I, \_\_\_\_\_ the \_\_\_\_\_ registered \_\_\_\_\_ advertiser  
number \_\_\_\_\_ bearing registration  
site \_\_\_\_\_ operating the contract of  
\_\_\_\_\_ at a monthly license fees of Rs  
\_\_\_\_\_ hereby submit following  
declarations:

1. I have displayed my advertisements in compliance of the Outdoor Advertisement Policy, 2017 of Hon'ble Supreme Court of India.
2. I have not deviated any of my display from my original place of allotment.
3. I have also complied with the DMC Act and terms and condition of NIT.
4. My registration and Bank Guarantee submitted is not pending for want of renewal.
5. I have in total \_\_\_\_\_ advertisement sites operational with SDMC and have cleared my outstanding liability towards all.
6. The detail of the advertisements displayed in the last month is as under:
  - a) \_\_\_\_\_
  - b) \_\_\_\_\_

Name and Signature

  
Commercial Officer  
Advertisement Department / SDMC  
25th Floor, Civic Centre, Minto Road  
New Delhi-110002

**OPEN E-TENDER FOR ALLOTMENT OF ADVERTISEMENT RIGHTS THROUGH TOILET BLOCK/SUBWAY SITES WITH OPERATION & MAINTENANCE ON MONTHLY LICENSE FEE BASIS UNDER THE JURISDICTION OF SDMC**

**Details of order of preference and EMD for respective site/s to be deposited**

SN	Name of the Respective site/s & zone applied for	Amount of Earnest Money Deposit for each site	Detail of Payment
	<b>The order of preference</b>	As mentioned in Annexure 1 of document for respective site/s	UTR Number along-with challan no. of transactions of EMD & E-Tender Fee.
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Name and Signature

  
Commercial Officer  
Advertisement Department / SDMC  
25th Floor, Civic Centre, Minto Road  
New Delhi-110002

**SOUTH DELHI MUNICIPAL CORPORATION  
ADVERTISEMENT DEPARTMENT**

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

**OPEN E-TENDER FOR ALLOTMENT OF ADVERTISEMENT RIGHTS THROUGH  
TOILET BLOCK/SUBWAY SITES WITH OPERATION & MAINTENANCE ON  
MONTHLY LICENSE FEE BASIS UNDER THE JURISDICTION OF SDMC**

**GENERAL TERMS AND CONDITIONS**

Clause no.	Terms	Description
1	<b>Eligibility</b>	Sole Proprietorship Firm, Partnership Firm, Registered Society/Registered Co-operative Society, Public Limited Company or a Private Limited Company, <b>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</b> , 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 as mentioned in annexure- 'T' under the jurisdiction of SDMC. <b>The firm has to get registered itself with the Advertisement Department SDMC (if not registered already) within Ten working days after issuance of offer letter to the firm.</b>
2	<b>Title</b>	SDMC is and shall continue to be the absolute owner of the Toilet Block(s) including the land underneath.
3	<b>Mandatory obligation of Advertiser</b>	The contract shall be governed by the guidelines contained in the Outdoor Advertisement Policy, 2017 approved by Hon'ble Supreme Court of India or prevailing outdoor Advertisement policy, provisions of DMC Act (amended to date), by laws, terms and conditions of NIT, Agreement, guidelines of registration/renewal, any other law for the time being in force and any other order, direction or guideline as may be issued by the Hon'ble court or Commissioner, SDMC from time to time. The intending bidder shall inspect the description of the Toilet Block(s) sites, before submitting and may obtain clarification, if any, before submission of the . No objection/grievance/dispute in this behalf shall be entertained. Also no remission in license fees/ground rent or advertisement tax will be given, in this regard. The advertiser shall be bound to get his registration renewed every year till the time his is in contract with SDMC. In the event of surrender/completion/termination of contract etc. the advertiser shall be bound to handover the possession of the Cluster of Toilet Block/Individual Toilet Block to the department.



4	<b>Description of work</b>	The successful bidder/contractor shall display the advertiser at the designated toilet block site as mentioned in Sub Clause 'e' of Clause No. 3 titled " <b>Eligibility Criteria</b> " and Annexure-'1' of the terms and conditions of Document, which shall be allotted on "as is where is" basis as approved by the department. It shall be the duty of Contractor/Advertiser for operation and maintenance of Toilet Block sites throughout the contract period.
5	<b>Incubation period</b>	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) & 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, as may be required. The bi-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.
6	<b>Display of advertisement at site</b>	<p>The contractor shall have the right to display advertisement at existing designated toilet block(s) during the contract period. The advertisement area is to be created exclusively on the prescribed shape/walls only by leaving margin of/border of 2½ ft on top and 1½ ft on bottom. The display shall be strictly confined on the exterior wall and shall consist of a border cladding of aluminium composite panel and will be a backlit display. The display should not be displayed beyond the prescribed size.</p> <p>The contractor shall have the right to display advertisement at new designated Toilet Block Sites within the Aluminium Border and size as mentioned at each of such new Toilet Block Sites.</p> <p>The advertiser shall display SDMC Logo, Site number, Name of the advertiser, Site license number &amp; validity period of the contract, Single side display and Allotment letter date and number on a board of measuring size '2 feet X 1.5 feet' on front side. SDMC reserves the right to add or delete the contents on the information panel during the currency of the agreement and it shall be binding on the advertiser to abide. In case any site is found without an information board it shall be treated as an unauthorized site and penal action including removal of the site/cancellation of contract shall be taken.</p>
7	<b>Possession of allotted site</b>	The possession of allotted sites shall be handed over to the H-1 bidder (successful bidder) on "as is where is basis" through the allotment letter after signing the agreement by the H-1 bidder (successful bidder) with the SDMC.
8	<b>Maintenance of site</b>	The advertisement site shall be structurally sound and maintained in good and properly secured condition. The advertisement shall, at all-time be erected, fixed and retained in all respect to the satisfaction and in accordance with the requirement prescribed by the Commissioner, SDMC or his authorized officer. On completion of the contract period or its pre-determination for any reason whatsoever, including

		surrender by the advertiser, the structure of the site, shall become the property of SDMC.
9	<b>Liaison with agency authorized by SDMC for e-advtt. solution</b>	In future SDMC may implement for better management of advertisement sites an e-advertisement solution incorporating RFID in all the advertisement sites of SDMC. In this regard the Advertiser will be bound to implement and incorporate the RFID based e-advertisement solution on his site being displayed under the jurisdiction of SDMC.
10	<b>Period of Concession</b>	The contract period shall be for a period of <b>three years</b> and further extendable for another period of two years subject to satisfactory performance of the firm and as decided by the Commissioner SDMC. There will be 10% increase on awarded MLF from the 3 <sup>rd</sup> year of the contract and also during the time of extended period i.e. 4 <sup>th</sup> & 5 <sup>th</sup> year, if extended by the Commissioner SDMC. After expiry of the contract period, either on account of completion of the concession period or pre-termination of the contract on any account whatsoever, the contractor shall hand over possession of the Toilet Block(s) with complete structures, fittings and fixtures to the Commissioner, SDMC or any other person authorized by him. At the time of handing over of possession to the SDMC, it shall be ensured that the Toilet Block(s) is/are in proper condition and that no damage is caused by removing the fixtures and fittings, except the advertisement boards.
11	<b>Allotment</b>	The levy and recovery of license fee will start automatically from the effective date as notified in these terms and conditions or at the time of allotment of the contract. No extension of time for removal of advertisement displayed on the site shall be given after expiry of the contract period under any circumstances, whatsoever and it will be duty of the contractor to remove the advertisement so displayed on the site latest by forenoon of the day following the date on which the contract expires.
12	<b>Bi-Monthly License Fee</b>	The successful tenderer/contractor shall be liable to pay bi-monthly license fee in the form of bank draft / pay order at the rates offered by him and in the manner approved by the department and as mentioned in the E-Tender document as liveable under Section 142 of the DMC Act and OAP 2017. Bi-monthly license fee shall be payable by the <u>contractor</u> till handing over of vacant and peaceful possession of the Toilet Block, after complying with necessary terms & conditions of contract. The bi-monthly license fee shall be payable by the contractor from the day next to the date of expiry of the incubation period or actual date of display of advertisement whichever is earlier.
13	<b>Deposit of License Fee and Advertisement Tax</b>	Initially the Two Months Advance License fees ( <b>Two times the MLF as quoted by the advertiser /bidder</b> ) shall be payable by the contractor within Ten 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. Thereafter the advertising contractor shall deposit license fees of two months in advance through demand

		<p>draft/pay order with a condition to deposit advance MLF for the succeeding quarter, in the last month of the preceding quarter. i.e. after depositing advance MLF for the first quarter ( for eg. Jan-March) the advertiser shall be liable to deposit advance MLF for the next quarter (April-June) latest by 31st of March. In case the last day of the month being a holiday, the working day preceding the holiday(s) shall be treated as last day for deposition of the license fees. The interest on account of late depositing of MLF shall be calculated for 'full/complete' month even if the delay is for one day.</p> <p>The advertisement tax for each year of contract shall be payable in advance by demand draft within one month of the commencement of the contract to the concerned Department. Advertisement tax for the whole year as provided in the DMC Act becomes payable in respect of the site even if these have been displayed for less than a year. Similarly advertiser shall be liable to pay advertisement tax on each and every separate display of advertisement to the concerned Department.</p> <p>If the advertiser fails to get his registration renewed on time he shall be liable to pay twice the amount of MLF for the period during which he performs contract without getting his registration renewed.</p> <p>If contract of site is taken by another advertiser, after re-, advertisement tax for the whole year becomes payable by the new contractor. If any advertisement on the advertisement site is found to be displayed without payment of advance advertisement tax to the concerned Department, the same shall be liable to be removed by the SDMC at the risk and cost of the advertiser. All correspondence and payments should be made in the Office of CO, Advertisement Department, SDMC, 25th Floor, Civic Centre, Minto Road, New Delhi-110002, against proper receipt.</p>
14.	<b>Other Taxes etc.</b>	The liability of all applicable taxes, cess and fee or which may be made applicable due to change in Law or whatever reason shall vest with the advertiser.
15	<b>Non-payment of License Fee:</b>	<p>In case of failure on part of contractor to deposit the two months 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 by following the provisions laid down in the DMC-Act and for forfeiture of security deposit, EMD etc.</p> <p>The Commissioner, SDMC or any other officer authorized by him in this regard, may also get the advertisement display/ Toilet Block structure(s) removed and advertiser shall not be entitled to any rebate or compensation in this regard. In such an event the authorities will also have the sole discretion to allot the advertisement site/contract to any other advertiser after recalling the tender.</p>

		<p>However, the Commissioner, SDMC or any other officer authorized by him, in this behalf may on consideration of a representation (of the previous contractor) restore the advertisement display through Cluster of Toilet Block/Individual 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 &amp; 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 of the same advertising sites as awarded to the previous contractor whichever is earlier.</p> <p>The decision of the Commissioner or any other officer authorized by him, after rescission/termination of the contract, in regard to release or not to release advertisement display (s) and to charge composition fee/removal charges/storage charges or any other amount as may be prescribed for the purpose, shall be final and binding upon all. Any dues in this regard will be recoverable as arrears of tax.</p>
16	<b>Maintenance of Accounts</b>	<p>The contractor shall maintain proper books of accounts of the advertisements displayed from time to time submit details of the same at the time of making payment of Advertisement Tax and produce the relevant books of accounts, as and when specifically required by the Advertisement Department of the SDMC.</p> <p>The advertiser will also be liable to submit Self declaration / Quarterly Status Report (detailed in <b>Annexure-6'</b>) of the advertisements displayed duly signed, to the office of CO (Advtt.), SDMC and simultaneously upload the same on the portal of SDMC.</p> <p>Non filing of Quarterly Status report shall be treated as Violation and shall invite penal proceedings, as applicable for such violation.</p>
17	<b>Earnest Money</b>	<p>The bidder shall have to deposit Earnest as mentioned in annexure-'1' against the site/site(s) in form of Bank Draft/Pay Order/Bankers Cheque for all sites, along with the bid. s submitted without the earnest money will be rejected, summarily.</p> <p>The earnest money of unsuccessful bidders shall <del>be refunded on</del> written request of the bidder within 10 days from concluding the NIT.</p> <p>The Earnest Money shall be forfeited on account of any of the following reasons:</p> <ol style="list-style-type: none"> <li>If the bidder does not accept the offer of allotment within 10 working days (Ten working days) of issue of <b>offer letter</b> or if the bidder withdraws the proposal during the validity period specified in .</li> <li>If the bidder does not respond to request for clarification of its proposal,</li> <li>If the bidder fails to provide required information during the evaluation process,</li> <li>If the bidder resorts to malpractices with an ulterior motive to affect the chances of rival bidders which includes cartelization/sudden complaints/malicious newspaper</li> </ol>

		<p>reporting about competing bidders post the phase when the has been published.</p> <p>e. If he has made misleading or false representations in the document submitted by him in the e-tender.</p>
18	<b>Extension of contract.</b>	<p>The contract will be awarded to the successful Contractor, initially for 3 years only, extendable for 2 years, subject to satisfactory performance of contract. However, the contractor may apply for the extension of contract, 3 months prior to completion of three years of contract period. Any application made during the last 3 months of contract, will not be entertained by the department. The application for extension of contract does not entitles any right of extension of contract, the commissioner SDMC or any authorized officer by him shall be at liberty to grant or reject request for extension of contract.</p>
19	<b>Structure to become the property of SDMC</b>	<p>In case of surrender of the contract at any pre-mature stage or pre-determination/termination of the same for any reason whatsoever, the contractor shall have no right to remove the installation/fitting and fixtures of the Cluster of Toilet Block/Individual Toilet Block or any of the material or item, provided by him/her and the same shall become the property of SDMC.</p>
20	<b>Ownership of installations during concession period</b>	<p>During the concession period, the ownership of the installations, fittings and fixtures, as may be provided by the contractor (excluding the structure of the Toilet Block) shall rest with the contractor for recovery of its investments and reasonable profit, at its targeted rate of return through advertisement for the sponsored clients on the display boards provided on the Cluster of Toilet Block/Individual Toilet Block.</p>
21	<b>Responsibility of the contractor</b>	<p>Any theft, damage, breakage of the structures, electrical fittings / fixtures, erected/ provided by the contractor, shall be the responsibility of the contractor and the repairs / replacement shall be done by the contractor, during the concession period, at its own cost. The SDMC shall not be responsible for damage or theft of the frames, structures fixed at the site by the advertiser or for any temporary obstruction caused to the advertisement including pasting of posters etc. by any person/political party on the advertisement site. It shall be primary responsibility of the allottee to safeguard and protect their site(s).</p> <p>The advertiser shall always be responsible for any injury or damage caused to or suffered by any person or property arising out of or relating to the display of the advertisement and the consequential claim or claims shall be borne by the advertiser who will also indemnify and safeguard the SDMC in respect of any such claim or claims.</p> <p>The advertiser shall display the advertisement site at the selected sites in a proper manner taking all precautions against electrocution and SDMC shall not be responsible for any negligence, injury or casualty resulting from the installation, removal or upkeep of the advertisement site.</p> <p>The advertiser before installing any advertisement display shall submit a copy of the matter of advertisement to be displayed, to the Commercial Officer, Advertisement Department, SDMC and no advertisement shall be allowed if it is indecent/obscene or</p>

		otherwise offensive to good taste or against public sentiments or likely to disrupt public peace in contravention of the bye-laws, 1996, as amended up-to-date. The decision of the Commissioner, SDMC or any other officer authorized by him this respect shall be final and binding upon all.
22.	<b>Maintenance of Subway</b>	<p>The advertisement site shall be structurally sound and maintained in good and properly secured condition. The advertisement shall, at all-time be erected, fixed and retained in all respect to the satisfaction and in accordance with the requirement prescribed by the Commissioner, SDMC or his authorized officer. On completion of the contract period or its pre-determination for any reason whatsoever, including surrender by the advertiser, the structure of the site, shall become the property of the SDMC. The bidder has to maintain &amp; up-keep the subway.</p> <p>Following are the responsibilities of the bidder in respect of subways :-</p> <ol style="list-style-type: none"> <li>1. The contractor shall be required to maintain subway including the civil and electrical work, at his own cost, to the entire satisfaction of the Commissioner, SDMC or any other officer duly authorized by him/her.</li> <li>2. The contractor will further ensure that the subway remains properly lit for which he will have to install flood lights at the entry/exit point including the passage underground and the stair-cases. The electric connection shall have to be obtained by the contractor in his own name and he will be responsible for clearance of all the dues, in time. A certificate to the effect of having cleared the electricity dues shall be produced by him with the concerned Engineering Division of the Municipal zone, after every three months. On the part of the SDMC, only a 'No Objection Certificate' will be issued to enable the contractor to obtain electric connection in his name or in the name of his firm.</li> <li>3. The contractor shall not cause any damage to the structure raised by the SDMC while erecting advertisement boards. If any damage is caused, it shall be repaired forthwith by the contractor himself.</li> <li>4. The repairs of the sub-ways shall be of a high quality and wherever required, tiles of the superior quality shall be fixed. Similarly, in the case of flooring also, he will also ensure that the pedestrian subways remain clear for 24hours and that there is no water-logging/other unhygienic condition. The contractor will further ensure that no stray dogs/animals enter into the subway. Similarly, the contractor will ensure that no allotted subway is used by the people for sleeping on the floor and no anti-social activities like gambling, drinking and other abusive activities, commercial shops etc. take place.</li> <li>5. The entry and exit points shall be property maintained to ensure that they are not slippery and that no steps of the</li> </ol>

		<p>staircase are allowed to remain in damaged condition.</p> <ol style="list-style-type: none"> <li>6. The contractor will ensure that complete facilities for proper upkeep, maintenance, lightening and sanitation are provided in the subway/the guide-maps are constructed at the selected sites, complete in all respects, within a period of 02 months from the date of award of the contract, in his favour . He will be allowed to display advertisement, as per the enclosed approved design, only after completion of the aforesaid work to the Satisfaction of any officer authorized by the Commissioner who will issue a Certificate of Completion of work along with the inventory of the items/ fixtures &amp; fittings provided by the contractor. However, he shall have to pay licence fee, as offered by him, from the date of contract.</li> <li>7. Advertisement inside the sub-way will not only be permitted but encouraged, but it will be back-lit advertisement.</li> <li>8. A back-lit wrap around will be permitted around the Head House, in case of covered sub-ways with a maximum height matching the height of the structure, with one front surface announcing the sub-ways upto a maximum of 4.5 mtrs. From the ground.</li> <li>9. In case of open sub-ways, wrap around will not exceed the height of the parapet with the announcement panel going upto the height of 4.5 mtrs. From the ground.</li> <li>10. In residential areas, the external wrap around shall be lit only towards the traffic and entry and exit side.</li> <li>11. Round- the -clock security arrangement shall be provided by the contractor by posting at least, two Security Guards with proper uniforms who shall be polite and courteous to the people using the subways, but will not allow any unlawful activities within or around the subway.</li> <li>12. If any damage or loss or injury is caused to any vehicle, individual, group or otherwise, if shall be the responsibility of the contractor to bear payment of compensation, if need arises.</li> <li>13. The contractor will not display any other advertisement board or pamphlet or banners inside and outside the subway other than the permitted.</li> <li>14. The contractor will allow the concerned zonal works Department, Engineers or any officers authorized by the Commissioner, South-DMC to inspect the subway from time to time and to ask for the clearance of the electricity dues by the contractor and the contractor, in such an eventuality, shall have to produce copies of the receipt to the satisfaction of the inspecting officer. He will not allow any shops, hawkers to squat in and around the subway. Similarly, he will also not allow the hawkers/vendors to enter into the subway for their commercial activities.</li> <li>15. In case of violations of any of the above terms &amp; conditions, the contract shall be deemed to be cancelled and the South-DMC shall be at liberty to resume possession of the subway without any notice to the</li> </ol>
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**Commercial Officer**  
 Advertisement Department / SDCM  
 25th Floor, Civic Centre, Minto Road  
 New Delhi-110002

		contractor for breach of the terms & conditions of allotment and the contractor shall have no right to remove any of the fixtures/fittings/other items provided by him in and around the subway.
23	<b>Loss to SDMC</b>	The advertiser shall be bound to indemnify and reimburse the SDMC for all claims, demands, loss, charges, cost and expenses which it may have to incur or which accrue on account of infringement of any of these conditions by the advertiser.
24	<b>Modifications / guidelines</b>	The allotment of work is subject to modifications in the specifications and compliance of guidelines, as may be prescribed, from time to time. The Commissioner or any other officer authorized by him may at his sole discretion in its near vicinity introduce or allow any other media of advertisement even during the period of contract.
25	<b>Removal</b>	The Commissioner or any other officer authorized by him shall have the right to have the advertisement site removed (in larger public interest) without assigning any reason however, in such an event the contractor/advertiser shall be entitled for remission of MLF (In proportionate) only for such period, which shall be allowed by the Commissioner SDMC or any authorized officer so nominated by Commissioner, SDMC. In such circumstances, the department shall consider full fee remission for that particular site or number of sites. However, SDMC reserves the right to not allot any alternate site to the advertiser/contractor and in such an event the contract shall stand cancelled and no remission on account of the same shall be applicable. The decision of competent authority shall be final and binding upon all.
26	<b>Penal Action</b>	All the penal provisions of DMC Act, Bye-laws framed there under, orders/directions of the Courts of law, Instructions for Registration/Renewal shall be applicable upon the advertiser during the performance of contract period. The Competent Authority shall have the right to debar the Advertiser, suspend business with him for any period or cancel his registration and/or black-list him, after issue of show cause notice. The decision of the Competent Authority shall be final and binding to all. In case of violations of any of the terms and conditions of the contract, the contract shall be deemed to have been cancelled/terminated and the SDMC shall be at liberty to resume possession of Cluster of Toilet Block/Individual Toilet Block without any notice to the contractor for breach of the terms and conditions of allotment and the contractor shall have no right to remove any fixture/fittings/other items provided by him in and around the Cluster of Toilet Block/Individual Toilet Block.
27	<b>Termination of contract</b>	The SDMC reserves the right to terminate the contract for breach of any of the terms & conditions of allotment, after providing due opportunity of hearing, to the contractor.
28	<b>Breach of Agreement, terms &amp;</b>	The SDMC shall have the right to terminate the contract/license and forfeit security amount if the Contractor commits breach of any of the terms and conditions of the /guidelines/agreement,



	<b>conditions and restoration of contract</b>	provisions contained in the DMC Act or the Bye-laws framed there under, directions contained in Outdoor Advertisement Policy, 2017 or in case any fee, charge, tax or any other amount is not paid or for any other reason, the allotment shall be deemed as terminated/cancelled/revoked. The Commissioner or any other officer authorized by him shall get the advertisement site removed without any compensation whatsoever, besides forfeiting the security deposit(s) and recovering the losses caused to SDMC. The advertisement site may be allotted to any other advertiser at the risk and cost of the defaulting advertiser, who may also be black listed. The decision of competent authority shall be final and binding upon all.
29	<b>Non Transfer of advtt. Rights</b>	The advertiser/agency in whose name the display right is allotted shall not transfer the same to any other advertiser/advertising agency without prior approval of the Commissioner, SDMC or any other officer authorized by him in this behalf, in writing.
30	<b>Blacklisting &amp; cancellation of registration</b>	The contractor, if any time, found engaged in any kind of malpractices including default in payment of license fee regularly shall be liable to be blacklisted & in such an event his security amount/Performance guarantee/advance MLF and other deposits will be forfeited and registration shall also be cancelled.
31	<b>Guarantee</b>	The contractor shall have to guarantee against closure of the project, due to his fault or due to bankruptcy or for any other reasons not on the part of the department and in such an event, no compensation shall be payable to the contractor and the department shall be entitled to take over charge of the project in whatever stage it is, without any payment being made to the advertiser, in this regard, whatsoever.
32	<b>Damages</b>	Any damage to the foot-path, tiles, curb-stones, central verge or any other ancillary structures, during installation/erection/up-gradation / repair / maintenance of display area of the Cluster of Toilet Block/Individual Toilet Block, including supporting structures, shall be the sole responsibility of the contractor, which shall be made good by the contractor, as per existing specifications, at its own cost.
33	<b>Precautions</b>	The contractor shall take all precautions to avoid any accidents during installation/erection/ up-gradation / repair / maintenance of display of advertisement through Cluster of Toilet Block/Individual Toilet Block and electrical fixtures. If any accident occurs during installation/erection/ up-gradation / repair / maintenance of display of advertisement through the Cluster of Toilet Block/Individual Toilet Block and electrical fixtures, the Contractor shall be directly responsible for the damages or any other consequences, whatsoever and SDMC shall be kept free of liabilities.  Proper arrangement shall be made by the Contractor to avoid any hindrance to the traffic during installation/erection/up-gradation, repair, and maintenance of display of advertisement through Cluster of Toilet Block/Individual Toilet Block. Diversion of traffic, if required, shall be arranged by the

		contractor as per traffic police requirements at his own cost.
34	<b>Remission</b>	<p>No remission shall be allowed in general on account of any reason.</p> <p>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 zone or part thereof without display of advertisement as per approval/ order of the competent authority, South DMC or when single 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. No remission will be allowed due to hindrance by any person, group or govt. agency etc.</p> <p>The fees remission shall be restricted to the quoted price of a toilet block 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.</p> <p>The bidder shall inspect the description of the Sites, before submitting his bid and accordingly submit their bids. No objection /grievance /dispute in this behalf shall be entertained, subsequent to submission of the and after allotment of contract. Also no remission in license fees and advertisement tax will be given, in this regard.</p>
35	<b>Compliance of specifications</b>	The work of setting up display of Cluster of Toilet Block/Individual Toilet Block shall be executed, as per CPWD norms and BIS standards / MCD/SDMC specifications / circulars.
36	<b>Service Tax &amp; other taxes</b>	Service Tax & other taxes, if applicable or enforced during the contract period shall be payable by the contractor/ successful bidder directly to the concerned authorities, at the rates, as may be applicable, from time to time.
37	<b>Competent Authority</b>	For the purpose of this contract, Commissioner, SDMC, or any other officer, authorized by him, shall be the competent authority and his / her decision shall be final and binding on the parties to the contract.
38	<b>Jurisdiction of courts</b>	All the matters arising out of the contract shall be within the jurisdiction of the Delhi Courts only.

**DECLARATION**

*I/We declare that I/We have read and understood the above terms and conditions for the allotment of display rights relating to advertisement sites in the areas of allotted Zone of SDMC and in token of acceptance of the same, have initialed each page. I/We undertake to abide by the said terms and conditions. I/We are major on the date of making this declaration. I/We further undertake that I/we are bound to clear the outstanding dues, if any, during the contract period.*

-sd-

Signature of the Officer authorized on  
Behalf of Commissioner (SDMC)

Signature of the advertiser/firm with seal



Commercial Officer  
Advertisement Department / SDMC  
25th Floor, Civic Centre, Minto Road  
New Delhi-110002

