

EAST DELHI MUNICIPAL CORPORATION
(ADVERTISEMENT DEPARTMENT)

1ST Floor, Udyog Sadan,
419, Patparganj Indl. Area,
Delhi-110092.

No. CO(Advtt)/EDMC/2013/D-405

Dated: 27.05. 2013

Sub : Up-loading of NIT for allotment of contracts for display of advertisement (illuminated/non-illuminated) through kiosks on SEMI HIGH MAST and HIGH MAST light poles existing on EDMC roads (including all PWD roads) against advertisement rights on the EDMC's website.

Please find enclosed herewith a hard copy of NIT documents dated 27.05.2013 in respect of **opening of tenders on 05.06.2013** for display of advertisement on SEMI HIGH MAST and HIGH MAST in the jurisdiction of EDMC, for up loading the same on MCD web site for information of registered advertisers and general public.

(Vinit Gautam)
Commercial Officer(Advtt.)

Encl: As Above

Chief Director (IT)
Dr. SPM Civic Centre,
Minto road
Delhi - 110002

EAST DELHI MUNICIPAL CORPORATION
(Advertisement Department)

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419, Patparganj Indl. Area,
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No.CO (Advtt.)/EDMC/2013/D-404

Dated:- 27.05. 2013

NOTICE INVITING TENDERS

All Registered advertiser,

Sealed tender are invited form the advertising agencies registered with the advertisement department of erstwhile MCD/SDMC/NDMC/EDMC under any categories, holding valid Registration on the date of tender, for allotment of the **contracts for display of advertisement through kiosk on SEMI HIGH MAST and HIGH MAST light poles located on the roads (including all PWD maintained roads) on “as is where is basis” in the jurisdiction of EDMC**, as per the approved terms & Conditions. Tender document comprising of tender form, terms & Conditions can be obtained from the office of Commercial Officer, Advertisement Department , 1st floor, Udyog Sadan, 419, Patparganj. Indl. Area, Delhi-110092, on a written request, on all working days during **27.05.2013 to 05.06.2013 from 9.30 upto 1.00 p.m.** on payment of a non refundable amount of Rs. 1000/- (Rupees one Thousand only) each, by Demand Draft drawn on any Nationalized/ Scheduled Bank in favour of Commissioner, EDMC, payable at Delhi. The tender document, can also be seen on the internet at www.mcdonline.gov.in > News & Events, the same can be downloaded, printed and submitted to EDMC on the date of tender along with the requisite fee of Rs. 1000/-, as mentioned above. No tender document shall be sent by post.

The Minimum Reserve Price of Rs.50,000/- and EMD of Rs.5000/- is fixed for contracts of display of advertisement through kiosk on SEMI HIGH MAST and HIGH MAST light poles.

The tender will be received and opened in the office of the commercial officer (Advertisement) at the above mentioned address, as per schedule given below, in the presence of the tenders.

Period for sale of tender forms	27.05.2013 to 05.06.2013 Upto 1.00 p.m.
Date & Time for submission of tender forms	05.06.2013 upto 1.00 p.m.
Date & Time for opening of tenders	05.06.2013 at 2.00 p.m.

Vinit Gautam
Commercial Officer

EAST DELHI MUNICIPAL CORPORATION
(ADVERTISEMENT DEPARTMENT)

TERMS & CONDITIONS FOR ALLOTMENT OF RIGHTS FOR DISPLAY OF ADVERTISEMENT THROUGH KIOSKS ON SEMI HIGH MAST AND HIGH MAST LIGHT POLES LOCATED ON EDMC MAINTAINED ROAD (INCLUDING PWD MAINTAINED ROADS)

- Period** 1. The terms & conditions will be applicable in respect of display of advertisement (illuminated or non-illuminated) through kiosks on SEMI HIGH MAST and HIGH MAST light poles existing on EDMC roads (including PWD maintained roads) falling in EDMC area of respective municipal zones and shall be valid **for the period of 02 years extendable for one year.**
- Mode of allotment** 2. The allotment of contract for display of advertisement kiosks will be made by inviting tenders for the period under reference. The contractor shall be at liberty to display illuminated or non-illuminated advertisements. In case of illuminated advertisement, it will be his responsibility to obtain electricity connection in his name from the concerned discom, complete all requirements therefor and pay all dues for the same directly. EDMC shall only issue a No Objection Certificate for the purpose, on his specific written request.
- Participation in Tender** 3(a) All the advertisers who are holding valid registration in the erstwhile MCD, before trifurcation in any month in 2012 or North DMC/South DMC/East DMC, under any of the categories and have cleared all the upto date outstanding dues, shall be eligible to participate in the tender.
3(b) Incomplete, conditional or tenders without requisite Earnest/Caution Money are liable to be rejected summarily.
- Earnest/ Caution Money** 4. The registered advertiser who intends to submit tender shall have to deposit in advance **Rs.5000/-** by bank draft/pay order in favour of Commissioner, EDMC as Earnest Money/ Caution Money along with the tender form. The Earnest Money/ Caution Money, if not so deposited, will disentitle the advertiser to participate in the opening of tender for allotment of rights for display of advertisement kiosks or to submit tender. Tenders without Earnest Money/ Caution Money will be summarily rejected. **The Earnest Money will be retained as Caution Money** which shall be refunded to the advertiser on a written request after the end of the contractual period. The refund of caution money will be subject to clearance of all the pending dues otherwise the same will be adjusted against the outstanding dues, if any.
- Description of sites** 5. Advertisement kiosks will be displayed on the SEMI HIGH MAST and HIGH MAST light poles existing on all **EDMC roads (including PWD maintained roads) falling in EDMC area** of respective zone. The intending tenderer shall inspect the description of the roads/SEMI HIGH MAST and HIGH MAST light poles before submitting tenders and may obtain clarification, if any, regarding the location of any area, before offering bid for the same. No objection/grievance/dispute in this behalf shall be entertained, subsequent to submission of the tender. No remission in licence fee/ground rent or advertisement tax will be given on the ground that display of kiosks is objected to by any authority.

- Number of SEMI HIGH MAST and HIGH MAST light poles** 6. During the period of allotment, the number of SEMI HIGH MAST and HIGH MAST light poles existing on any EDMC road or PWD maintained road in the EDMC area of any of the zones, may increase or decrease and for such increase/decrease of the poles, the allottee /advertiser shall not have any right to claim any compensation/remission on account of such increase or decrease in the number of kiosks. Any SEMI HIGH MAST and HIGH MAST light pole(s) is/are liable to be removed without any notice to the advertiser, if necessitated, for carrying out repairs, maintenance, shifting of poles, laying of power lines, widening of road(s)/ pavements or for any other purpose.
- Security Money** 7. Every successful advertiser shall furnish by bank draft/pay order one month's licence fee/ ground rent and an amount **equivalent to three months' licence fee/ground rent as security** within 2 days of acceptance of tender, which shall be refunded only after the successful performance of the contract and after settlement of all dues/accounts with the department. The security money will not carry any interest.
- Allotment** 8. The levy and recovery of licence fee/ ground rent will start automatically from the effective date as notified in these terms and conditions or at the time of tender. Allotment letter will be issued by the department in due course of time. In case the previous contractor fails to remove any kiosks after the expiry of the contract period the new contractor shall have the right to cause such kiosks to be removed for which the previous contractor shall have no right to claim any damages. No extension of time for removal of kiosks shall be given after expiry of the contract period under any circumstances whatsoever and it will be his duty to remove all kiosks from the SEMI HIGH MAST and HIGH MAST light poles latest by the forenoon of the day following the date on which the contract expires.
- Deposit of Licence Fee and Advtt. Tax** 9. The advertising contractor shall deposit licence fee/ground rent in advance in the form of bank draft / pay order **by the 10th of every month**. The advertisement tax for each year of contract shall be payable in advance in cash or by bank draft/ pay order within one month of the commencement of the contract. Advertisement tax for the whole year as provided in the DMC Act becomes payable in respect of kiosks even if these have been displayed for less than a year. Similarly advertiser shall be liable to pay advertisement tax on each and every separate display of advertisement. If contract of kiosks is taken by another advertiser, after re-tender, advertisement tax for the whole year becomes payable by the new contractor. If any advertisement on kiosks is found to be displayed without payment of advance advertisement tax, the same shall be liable to be removed by the EDMC at the cost and responsibility of the advertiser. All correspondence and payments should be made in the Office of Commercial Officer, Advertisement Department, EDMC, 1st Floor Udyog Sadan, 419 Patparganj Indl. Area, Delhi-92 against proper receipt.
- Penalty on late payment of Licence Fee** 10. If the payment is not made in the manner stipulated in clause No.9 above, **the late fee/ penal interest** at the flat rate of **2% per month** is liable to be charged from the advertiser on the unpaid amount even if the delay is for a part of the month. In case the payments on account of licence fee/ground rent or advertisement tax and late fee/interest, if any, are not received by the 10th of the succeeding month, the contract is liable to be terminated, security forfeited and the Commissioner, EDMC or any other officer authorized by him, may get the kiosks removed and advertiser shall not be entitled to any rebate or compensation in this regard. The authorities will have the sole discretion to allot the kiosks/contract to any other advertiser. However, the Commissioner, EDMC or any other officer authorized by him in this behalf may on consideration of a representation made by the previous allottee can restore the kiosks to the contractor, on payment of the composition fees as may be decided by the

Commissioner or any other officer authorized by him, provided that the request for the restoration is made within 10 days of the rescinding of contract. The decision of the Commissioner or any other officer authorized by him in this behalf to release or not to release any kiosks removed from the SEMI HIGH MAST and HIGH MAST light poles by the department after rescinding/termination of the contract and to charge in the form of composition fee/removal charges/storage charges such amount as may be prescribed for the purpose, shall be final. Any dues in this regard will be recoverable as arrears of tax.

**Acceptance
of Tender**

11. The offer/bid made by the registered advertiser shall be subject to acceptance by the Commissioner or any other officer authorized by him. Any offer may be rejected or permission granted for display of kiosks withdrawn at any time without assigning any reason therefor. The offer/ bid once accepted, shall be final.

**Surrender
Notice**

12. The advertiser to whom the contract for display of kiosks has been awarded may surrender the allotment by giving **three months notice** in writing provided:-

- (a) that the contract has been in force for at least six months i.e. no surrender notice is permissible during the first six months of the contract period. Similarly, no surrender is permissible during the last six months of the contract period.
- (b) that the surrender notice shall not be valid unless up to date dues including notice period are paid up on the date of receipt of such surrender notice.
- (c) that in case the allottee wants to withdraw the surrender notice, he/she may do so by giving a request in writing provided the request has been received before the re-tender of the said kiosks and up to date dues including interest, if any, towards the same are deposited.
- (d) that the advertiser /contractor who surrenders the contract or whose contract is rescinded by the EDMC for any reason whatsoever, shall not be eligible to participate in the process of re-tendering for allotment of the contract for remaining period, in respect of the said zone.

**Allotment
becoming
void/recovery/
payment**

13. In case it is found that the advertiser is contravening the provisions of Section 144 of the DMC Act and Bye-laws made thereunder (as amended up to date), the allotment shall become void. The Commissioner, EDMC or any other officer authorized by him shall have the right to recover the licence fee/ground rent, late fee etc. as arrears of tax.

**Responsibility
of kiosk sites**

14. The EDMC shall not be responsible for damage or theft of the kiosks, 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 kiosks. It shall be primary responsibility of the allottees to safeguard and protect their kiosks.

**Non transfer
of advertise-
ment rights**

15. The advertiser 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, EDMC or any other officer authorized by him in this behalf in writing.

**Possession
of allotted
site**

16. The kiosks shall be displayed only at the allotted site and position as may be determined by the Commissioner, EDMC or any other officer authorized by him.

Design of display

17. The kiosks shall be of standard size of **50" X 30"** and may contain advertisement on both sides. The kiosks shall be displayed at the **height of 3 meters** from the surface of the ground and shall be in proper alignment. **Only one such aesthetic panel/board containing double side advertisement** will be allowed to be displayed on each pole.

The advertisement kiosks shall be strictly in accordance with the specific provisions as laid down in the DMC Act (Tax on advertisement other than advertisement published in newspapers) Bye-laws, 1996 (as amended up to date) (hereinafter referred to as "amended bye-laws, 1996").

Maintenance of site/kiosks

18. The kiosks shall be in good condition and properly secured. The advertisement shall, at all times, be erected, fixed and retained in all respect to the satisfaction and in accordance with the requirement prescribed by the Commissioner or his authorized officer.

Maintenance of site/kiosks

19. The advertiser shall keep the advertisement in a good condition and **no neon sign shall be allowed** to be displayed.

Responsibility of the Advertiser

20. 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 kiosks and the consequential claim or claims shall be borne by the advertiser who will also indemnify and safeguard the EDMC in respect of any such claim or claims.

Statement of Accounts

21. The advertiser shall maintain proper record of the advertisements displayed by him in respect of each kiosk and produce the same on demand before the Commissioner or any other officer authorized by him in this behalf. The advertiser shall also submit true monthly statement showing the number of kiosks displayed during the preceding month, at the time of payment of licence fee/ground rent and advertisement tax.

Matter of Advtt.

22. The advertiser before installing any advertisement kiosk shall submit to Commercial Officer, Advertisement Department, EDMC a copy of the matter of advertisement to be displayed and no advertisement shall be allowed if it is indecent/obscene or otherwise offensive to good taste or against public sentiments or in contravention of the bye-laws, 1996, as amended up to date. The decision of the Commissioner or any other officer authorized by him in this respect shall be final.

Precautions

23. The advertiser shall display the kiosks on the SEMI HIGH MAST and HIGH MAST light poles 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 kiosks.

Shifting and removal

24. The Commissioner or any other officer authorized by him shall have the right to have the kiosks shifted or removed without assigning any reason for which no rebate shall be claimed. The Commissioner or any other officer authorized by him may at sole discretion introduce or allow any other media of advertisement even during the period of this contract.

Loss to EDMC

25. The advertiser shall be bound to indemnify and reimburse the Corporation 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.

Breach of conditions

26. In case of breach of any condition, as referred to above, or in the case of contravention of any of the provisions contained in the DMC Act or the Bye-laws framed thereunder or in case any fee, charge, tax or any other amount is not paid or for any other reason, the allotment shall be deemed to be terminated/cancelled and/or revoked. The Commissioner or any other officer authorized by him shall cause the kiosks to be removed without any compensation whatsoever, beside forfeiting the security deposits and recovering the loss caused to EDMC. The kiosks may be allotted to any other advertiser at the risk and cost of the defaulting advertiser, who may also be black listed.

Agreement

27. The successful contractor shall execute an agreement prescribed by the Advertisement Department on **a non-judicial stamp paper not less than of Rs.100/-** accepting the terms & conditions of allotment immediately when called upon before allotment letter is issued to him. Failure to do so within prescribed period, would result in forfeiture of the security amount and taking up further action including re-tender of the contract at the cost and risk of the defaulting contractor.

Arbitration

28.(A) Any controversy or dispute arising out of the permission granted to the advertiser, for display of advertisement through kiosks on SEMI HIGH MAST and HIGH MAST light poles in the EDMC area shall be referred to the sole arbitration of the Commissioner, EDMC or any other officer nominated by him in this behalf either by himself or on party's request. There shall be no bar to the reference of dispute to the arbitrator or such officer as nominated by the Commissioner even if the said officer might have dealt with the matter earlier and expressed his opinion thereon. In case the arbitrator to whom the matter is originally referred is transferred or vacates his office or is unable to act for any reason, the Commissioner, EDMC shall be competent to appoint another person to act as an arbitrator, who shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. No person other than the one nominated by the Commissioner, EDMC shall act as arbitrator. The decision of the Commissioner or the arbitrator nominated by him, shall be final and binding on the party(ies). The limitation for filing claims for arbitration is 90 days from the expiry of the contract period and in case no claim is filed within this period, it shall be presumed that there is no claim/dispute.

(B) Subject to above, the provisions of the Arbitration Act in force, or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force, shall apply to the arbitration proceedings under this clause.

(C) The party invoking the arbitration clause shall specify the dispute or disputes, to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each dispute.

(D) The arbitrator may from time to time, without the consent of the party, enlarge the time for making and publishing the award.

Jurisdiction

29. All disputes shall be subject to the jurisdiction of the courts of Delhi only.

Bye-laws

30. In addition to the above terms & conditions, all provisions of the bye-laws, 1996 (as amended upto date) shall be applicable and binding on the advertiser for their strict compliance.

Remission

31. The allotment shall be made only for displaying advertisements on SEMI HIGH MAST and HIGH MAST light poles existing on EDMC roads including all PWD maintained roads falling in EDMC area of the respective zone. The advertiser shall not be eligible to claim any remission on account of authorized /unauthorized advertisements on any road or for any other pretext. No such claim shall be admitted on any account whatsoever.

**Forfeiture
of Earnest/
Caution
Money**

32. Once the bid has been accepted and an offer of allotment made asking the bidder to deposit the ground rent/ licence fee as well as the prescribed security amount within a specified period, failure/default on the part of the bidder to deposit the requisite amount within the stipulated period will result into forfeiture of the earnest /Caution money without any further notice to the concerned bidder/tenderer.

**Compliance
of approved
policy**

33. The contract will be governed by the guidelines contained in the advertisement policy approved by the Hon'ble Supreme Court of India and any other order, direction, or guideline, as may be issued by the Hon'ble apex court or Commissioner, EDMC, in due course of time.

Service Tax

34. Service Tax shall be payable by the advertiser / contractor directly to the concerned authority at the rates, as may be prescribed, from time to time.

Declaration

35. The following declaration will be submitted by the advertiser before participation in the auction or tender. No one shall be eligible to participate in tender without furnishing the said 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 through kiosks on SEMI HIGH MAST and HIGH MAST light poles existing on EDMC maintained roads(including PWD maintained roads) only in the EDMC area of respective zone 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.

Signature of the Advertiser/his/her attorney and Seal

Address _____,

_____.