



SOUTH DELHI MUNICIPAL CORPORATION
OFFICE OF THE DEPUTY COMMISSIONER (ADVTT.)
Dr. Shyama Prasad Mukherjee Civic Centre (25TH Floor),
Jawaharlal Nehru Marg, New Delhi-110002, Ph. No. 011-2322-7505

TERMS & CONDITIONS OF TENDER & LICENSE AGREEMENT FOR ALLOTMENT OF SDMC
AUTHORIZED ADVERTISEMENT SITES ON MONTHLY LICENSE FEE FEES BASIS.

TENDER NOTICE

No: ADVT/2012-13/03/873

Dated: 11.10.2013

TENDER FOR AWARD OF WORK OF ADVERTISEMENT RIGHTS OF EXISTING TOILET BLOCKS.

Date of issue of Tender	12.10.2013 , Hours onwards
Pre Bid Meeting	21.10.2013,1400 Hours at 25 th Floor, Conference Hall, Civic Centre, New Delhi- 110002
Date of issue of Corrigendum/Addendum	23.10.2013
Last Date Of Submission of Tender Documents	28.10.2013 , Till 1500 Hours
Date & Time of opening of Qualification bid	29.10.2013, At 1100 Hours
Date & Time of Opening of Financial Bid	30.10.2013, At 13.30 Hours

Advertisers registered with South-DMC may only submit their tender documents along with requisite Earnest Money and other documents as mentioned in the prescribed tender Document, which can be obtained/ downloaded through SDMC's website www.mcdonline.gov.in , for which the requisite Fee of Rs 1,000/- (Rupees One Thousand Only) shall be deposited by way of demand draft/pay order payable at Delhi drawn in favour of Commissioner , SDMC along with submission of the application.

Any tender document without the tender fee shall be summarily rejected.

Sd/-
Admin. Officer (Advtt.)

BIDDING CRITERIA AND ESSENTIAL PRE-REQUISITES OF TOILET BLOCK

1. Eligibility criteria for participation:

Only registered advertiser with South Delhi Municipal Corporation shall be eligible to participate in the tenders for allotment of contracts for up-gradation, repair, maintenance and operation of the toilet blocks of the SDMC.

2. Site Details:

Details of advertisement Sites put to tender in this NIT and their Minimum Reserve Price is specified in ['ANNEXURE – 1'](#)

3. Documents to be submitted with tender form:

a) Qualification Bid:

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

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

b) Financial Bid :

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

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

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

Note :

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

4. BID – Roles and Responsibilities:

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

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

(b) Terms & Conditions and Important Instructions:

The other terms & conditions and important instructions for management of advertisement sites are as specified in '[ANNEXURE- 5](#)'

(c) Responsibility of bidder:

- 1) The bidder shall be given the advertising site on 'as is where is' & it shall be responsibility of the bidder to inspect the advertisement site obtain necessary clarification, if any, to his satisfaction before offering to bid for the same. The bidder shall acquaint himself of all the local conditions and the advertisement site's condition.
- 2) The bidder should bid the amount by considering its entire revenue potential. SDMC will not be responsible for any decline in the revenue at the advertisement site for any reason whatsoever. Any claim for remission on the basis of harm to business interest on extraneous / unforeseen conditions / reasons whatsoever shall be summarily rejected by the SDMC without any kind of response to the licensee & the licensee shall not be entitled to make any claim / remission on that account.
- 3) The bidder must conduct survey of the existing processes and make independent evaluation of the scope of work. No bidder can hold the SDMC responsible for non understanding of the scope of work. Bidders are free to visit the said advertisement site to understand the field operations and current revenue administration. The process is fully in public domain and no separate information shall be given to any bidder by the SDMC on this account.

5. Bid Submission Instructions:

a) Submission Procedure:

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

- Tender form should be clearly filled in ink/duly typed giving full name and address of the party and in English Language only. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English.
- Any interlineations, erasures, over-writing, alterations, additions, etc. will disqualify the Tender.
- That the document (all pages) must be signed by an authorized signatory of the bidder.
- The Bidder is expected to carefully examine all the instructions, guidelines, terms and conditions and formats of the tender in his own interest. Failure to furnish all the necessary information as required or submission of a proposal not substantially responsive to all the requirements of the tender shall be at Bidder's own risk and may be liable for rejection.
- No bidder is allowed to modify, substitute, or withdraw the Proposal after its submission.
- Bidders shall submit their Proposals at the given address on or before the last date and time for receipt of proposals mentioned in the tender documents.

b) Rejection of Bids:

SDMC reserves the right to reject any/all bids without assigning any reason thereof and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision. The SDMC may at its sole discretion and at any time during the evaluation of Proposal, disqualify any Bidder on any of the following grounds:

- If he has made misleading or false representations in the tender document submitted by him in the tender.
- If he has any pending dues with erstwhile MCD (now pertaining to SDMC) or SDMC.
- Any bidder who has been blacklisted by SDMC/erstwhile MCD due to any reason.
- Any bidder who is found to have any interest in the disqualified/blacklisted agency /person /company.
- Tries to influence the tender process through direct contact with any official involved in the tender process or through manipulative news reports against any competing bidder / complaints against competing bidders from known or unknown sources.
- Submitted a proposal that is not accompanied by required documentation or is non-responsive. In the absence of any document as required, the concerned party shall be considered as not eligible and in that eventuality their tender shall not be considered.
- Failed to provide clarifications related thereto, when sought.
- Any delay in receipt of tender documents through post / courier shall render the tender invalid. Telegraphic / fax/ e-mail tender etc shall be summarily rejected.
- Information relating to the examination, clarification and comparison of the Proposals shall not be disclosed to any bidder or any other persons not officially concerned with such process until the selection process is over.
- The Qualification Bid proposal should not include any financial bid information. A Qualification Bid proposal containing any financial bid information shall be summarily rejected.

- Any superfluous document(s) not related to the mandatory criteria in company profile shall not be taken into account no weightage shall be given and shall result in summary rejection of bids. All participating bidders are clearly instructed to attach documents which are relevant to the scope of work / mandatory criteria as specified in the tender document and not any other work.
- Any bidder found indulging in malicious campaign or disinformation campaign or personal character assassination / vilification against any official of the SDMC or any other bidders either directly or through third parties, at any time after publication of the NIT, shall be liable for rejection of bids and other legal actions as per law. Such bidders may also be blacklisted by the Municipal Corporation.

6. Pre Bid Meeting:

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

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

7. Acceptance of Tender/Bid:

- (a) The validity of the offer given by the advertiser shall be for 180 days and the same cannot be withdrawn by the bidder before the expiry of validity period, otherwise EMD shall be forfeited and the bidder shall be blacklisted for future tenders, besides other action(s) being taken against him.
- (b) The offer/bid made by the bidder shall be subject to acceptance by the competent authority, SDMC or any other officer authorized / designated by the competent authority. Earnest money in respect of unsuccessful bidder will be refunded / returned without any interest, unless the same is forfeited for some other reasons.
- (c) Advertisement license may be given to the highest bidder (at the discretion of the competent authority), even if there is valid single bidder. But, no bid quoting MLF less than the minimum Reserve MLF will be accepted.
- (d) In case, there are two successful highest bidders, with matching bids the H-1 will be decided by lucky draw system under the supervision of competent authority of the SDMC in the presence of both the bidders. During such a draw either the bidder or his authorized representative along with authorization certificate shall be allowed to contest in the draw and decision of authorized representative in this regard shall be binding on the party/bidder.

8. Opening of Tender :

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

9. Allotment Letter:

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

10. Agreement:

The 'advertiser/agency' shall be liable to enter into an agreement with SDMC prior to issuance of allotment letter. The agreement is to be executed on a non-judicial stamp paper of Rs. 100/- duly attested by 1st Class Magistrate or Notary which is to be purchased and provided by the said bidder within 7 days of issue of the offer letter, failing which the earnest money shall be forfeited along with levy of penal action as per penalty clause and offer so issued can be cancelled at the prerogative of SDMC. Agreement format shall be provided by the department along with offer letter and the agreement shall be subject to the provisions contained in Act/Rules/ Regulations /Bye-laws, as in force from time to time. The decision of the competent authority in SDMC shall be final and binding on any issue arising out of the Agreement. Any supplementary agreement shall be entered on need or circumstantial basis subject to the requirements of SDMC. Stamp duty, if levied by Government on such contracts, the same shall be required to be registered at nominated registrar's office and amount of stamp duty is to be paid by the contractors

11. Premature closure of contract:

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

12. SUCCESSOR BODY:

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

13. EXCLUSIVITY:

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

14. Force Majeure:

- a) The bidders shall not be responsible for failure or delay in performing their obligations under pressure(s) due to force majeure, which shall include but not be limited to war (invasion, armed conflict or act of foreign enemy, blockade, revolution, riots, insurrection, civil commotion, act of terrorism, or sabotage), Act of God, epidemic, cyber terrorism / cyber criminals, lightning, earthquake, cyclone, whirlwind, flood, tempest, storm, drought, lack of water or other unusual or extreme adverse weather or environmental conditions, action of the elements, meteorites, fire or explosion, strike, restrictions put by the Government or any Court Of Law / threats from anti national elements / political protests against the project or extortion from anti social elements, theft, loot or any other situation not envisaged at the time of formulation of this project / tender.

- b) If the circumstances leading to force majeure occur, the affected party shall give a notice thereof to the other party. The notice shall include full particulars of the nature of Force Majeure event, the effect it is likely to have on the Affected Party's performance of its obligations and the measures which the Affected Party is taking, or proposes to take, to alleviate the impact of the Force Majeure Event and restore the performance of its obligations. The obligations of the Affected Party shall be suspended to the extent they are affected by the Force Majeure.
- c) That Security Deposit/Performance guarantee shall not be invoked in case of force majeure situations.

15. Termination of Contract:

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

16. Disputes:

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

17. Interpretation:

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

18. Undertaking/Affidavit:

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

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Details of Advertisement Sites put to Tender

TYPE OF MEDIA: TOILET BLOCKS

S.No.	Location of Toilet Block	Zone	Proposed MLF
1.	Lala Lajpat Rai Marg, Nehru Place Crossing, opp. Canara Bank	Central	Rs 2,00,000/-
2.	DDA Market, Nehru Place	Central	Rs 1,70,000/-
3.	Site no. 9, Ashram Chowk	Central	Rs 2,50,000/-
4.	Kalkaji Mandir	Central	Rs 1,50,000/-
5.	Near Batra Glitiz Cinema, New Friends Colony	Central	Rs 1,25,000/-
6.	Appu Ghar	Central	Rs 2,40,000/-
7.	Panchsheel Club, opp. Flyover	South	Rs 2,10,000/-
8.	Site no. 1, Aurobindo Marg	South	Rs 2,50,000/-
9.	Qutab Minar, New Delhi	South	Rs 3,00,000/-
10.	Vasant Vihar, near Priya Cinema	South	Rs 1,25,000/-
11.	MMTC, near Petrol Pump, Aurobindo Marg	South	Rs 1,75,800/-
12.	Kisaan Haat, Andheria More Near Taxi Stand	South	Rs 2,50,000/-
13.	Near Dhalao, Tagore Garden, Opp.Metro	West	Rs 75,000/-

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“BID APPLICATION FORMAT: ON COMPANY LETTERHEAD”

Date: _____

To,

The Commissioner, SDMC
Dr. Shyama Prasad Mukherjee Civic Centre
New Delhi-110002

SUB: TENDER FOR ALLOTMENT OF CONTRACT FOR DISPLAY AT AUTHORISED ADVERTISEMENT SITES UNDER THE JURISDICTION OF SDMC

Sir,

1. I/We, the undersigned, have carefully examined the referred tender and offer to participate in the same, in full conformity with the said tender along with all the terms and conditions.
2. I/We agree to abide by this Proposal as per tender terms and conditions, and our offer is valid for a period of 180 days from the date fixed for submission of Proposals as stipulated in the tender and it shall remain binding upon us and may be accepted by SDMC at any time before the expiration of that period.
3. I/We understand SDMC is not bound to accept any proposal it receives and not to give reason for rejection of any proposal and that you will not defray any expenses incurred by us in bidding.
4. I/We have enclosed towards EMD a Demand Draft/Pay Order no./Bankers cheque/Bank Guarantee no. Dated drawn on for Rs..... with this letter.
5. I/We have enclosed towards Tender fee a demand draft/pay order Number Dated drawn onfor Rs1000/- with this letter.

Name and 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/licensee. At the time of the tender this undertaking shall be signed by the bidder and submitted along with the prescribed tender form as proof of acceptance of all terms & conditions of licensee agreement in the event of the bidder being successful in the process.

DECLARATION/UNDERTAKING:

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

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

FORMAT FOR FINANCIAL BID

ON COMPANY LETTERHEAD

To,

The Commissioner,
South-DMC,
New Delhi-110002

SUBJECT: FINANCIAL BID - TENDER FOR ALLOTMENT OF AUTHORISED ADVERTISEMENT SITES UNDER THE JURISDICTION OF SDMC

Dear Sir,

With reference to the invitation to Bid in NIT No. Dated for the above-mentioned tender, we hereby offer our rates as per the scope of work mentioned in the bid documents. We understand that the Competent Authority is not bound to accept the highest offer and reserves the right to reject any or all offers without assigning any reason. The financial rates are detailed as under:

S. NO. OF SITE IN ANNEXURE 1	LOCATION/NAME OF ADVERTISEMENT SITE WITH UNIQUE CODE ID	MONTHLY LICENSE FEE QUOTED (In Figures)	MONTHLY LICENSE FEE QUOTED (in words & figures)

We understand that SDMC shall not accept those Bids, which are not in conformity to the prescribed terms and conditions.

Thanking you,

Signature of Authorized Signatory with Seal:

Date: _____

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

(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 am a registered advertiser with SDMC and my registration number is.....
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 SDMC 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 tender 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 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 tender 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 tender 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 non compliance.
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 site/termination of contract of the site, I/we shall be debarred to participate in the future tender process for this site 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 fulfill 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 _____, 2013 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)

SOUTH DELHI MUNICIPAL CORPORATION
OFFICE OF THE DEPUTY COMMISSIONER (ADVTT.)
Dr. Shyama Prasad Mukherjee Civic Centre (25TH Floor),
Jawaharlal Nehru Marg, New Delhi-110002, Ph. No. 011-2322-7505

TERMS & CONDITIONS FOR AWARD OF WORK OF ADVERTISEMENT RIGHTS OF EXISTING TOILET BLOCKS

Clause no.	Terms	Description
1	Eligibility	Only the advertising agencies duly registered with the SDMC under any of the categories, holding valid Registration on the date of submission of tender, shall be eligible to participate in the tenders for allotment of contracts for advertisement rights (only) of the toilet blocks of SDMC, a list of which is contained in <u>Annexure '1'</u> .
2	Title	SDMC is and shall continue to be the absolute owner of the Toilet Blocks including the land underneath.
3	Mandatory obligation of Advertiser	<p>The contract shall be governed by the guidelines contained in the Outdoor Advertisement Policy, 2007 approved by Hon'ble Supreme Court of India, provisions of DMC Act (amended to date), 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.</p> <p>The intending tenderer shall inspect the description of the Toilet Block(s), before submitting tenders and may obtain clarification, if any, before submission of the tender. No objection/grievance/dispute in this behalf shall be entertained, subsequent to submission of the tender. Also no remission in license fees/ground rent or advertisement tax will be given, in this regard.</p> <p>The advertiser shall be bound to get his registration renewed every year till the time he is in contract with SDMC.</p> <p>In the event of surrender/completion/termination of contract etc the advertiser shall be bound to handover the possession of the Toilet Block to the department.</p> <p>The advertiser shall always maintain the exterior of the walls in good structural conditions and even at the time of handing of the possession it shall be incumbent upon the advertiser to hand over the same in good structural condition to the department. The rights of the advertiser shall be confined to maintenance of the exterior walls in good structural conditions and no addition/alteration of any nature shall be permitted to the advertiser.</p>
4	Description of work	<p>The contractor shall display the advertisements at the toilet blocks contained in <u>Annexure '1'</u>, which shall be allotted on 'as is where is' basis as approved by the department. There will be no liability of operation and maintenance of toilet block upon the advertiser and contract for the same will be given to a separate party.</p> <p>In order to promote use of non-conventional source of energy, the contractor / advertiser is encouraged to use solar panel / system for illumination of advertisements. However, no remission in license fee / Tax shall be admissible, on this account.</p>
5	Incubation period	<p>The initial period permitted shall be of 15 days from the date of issue of allotment letter, shall be allowed for setting up the display at toilet block, including obtaining electrical connection from the concerned authorities, installation of non-conventional source of energy connection and other fittings and fixtures, as may be required. The Incubation period shall not to extendable, under any circumstances. The monthly licence fee shall be payable by the contractor from the day next to the date of expiry of the incubation period.</p>
6	Possession of allotted	<p>The site shall be handed over to the H-1 contractor on "as is where basis is".</p> <p>Wherever any stay order has been passed by any court of law in respect of any Toilet</p>

	site	Block or the previous contract is continuing or has been extended by the MCD/SDMC, in favour of the previous contractor, possession of such Toilet Block shall be handed over to the prospective contractor, subject to vacation of stay by the court of competent jurisdiction or expiry of the contract period / extended contract period.
7	Display of advertisement at site	The contractor shall have the right to display advertisement at the toilet block during the contract period. The advertisement area is to be created exclusively on the walls only on three sides of the structures, by leaving margins/border of 2½ ft on top and 1½ ft on either sides or bottom. The display shall be strictly confined on the exterior walls and shall consist of a border cladding of aluminium composite panel and will be a backlit display. The advertisement shall be displayed only at the allotted sites and position as may be determined by the Commissioner, SDMC or any other officer authorized by him.
8	Maintenance of site	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.
9	Liaison with agency authorized by SDMC for e-advtt. solution	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	Period of Concession	The contract period shall be for a period of three years and 10% enhancement in MLF for each year, with no further extension. 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/site 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 there is no damage caused to the structure by removing the fixtures and fittings.
11	Allotment	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. In case the previous contractor fails to remove the display from the allotted site, if any, after the expiry of the contract period or any unauthorized advertisement is displayed at the allotted site, the new contractor or the SDMC shall have the right to cause such display to be removed for which the previous contractor or the unauthorized displayer, as the case may be, shall have no right to claim any damages. 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 previous contractor to remove the advertisement so displayed on the site latest by forenoon of the day following the date of which the contract expires.
12	Monthly License Fee	The successful tenderer / contractor shall be liable to pay monthly license fee in the form of bank draft / pay order at the rates offered by him / her and approved by the department, in addition to the advance Advertisement Tax for each and every display, as leviable under Section 142 of the DMC Act. Monthly license fee shall be payable by the contractor till handing over vacant and peaceful possession of the toilet block(s), after complying with necessary terms & conditions of contract. The monthly license fee shall be payable by the contractor from the day next to the date of expiry of the respective incubation period.
13	Deposit of License Fee and Advtt. Tax	The advertising contractor shall deposit license fees of three months in advance through demand draft/pay order with a condition to deposit advance MLF for the subsequent quarter, in the last month of the previous quarter i.e after depositing advance MLF for the first quarter (Jan-March) the advertiser shall be liable to

		<p>deposit advance MLF for the next quarter (April-June) latest by 31st of March and consequent upon his failure to deposit MLF on time, the advertiser/firm will be liable to deposit prevalent 2% interest on account of late payment, for respective month(s) . Monthly license fees shall be payable by the contractor from the date of commencement of contract. 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. 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.</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-tender, 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, 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 Deputy Commissioner, Advertisement Department, SDMC, 25th Floor, Civic Centre, Minto Road, New Delhi-110002, against proper receipt.</p>
14	Non-payment of License Fee:	<p>If the payment is not made in the manner stipulated above ie. if payment of MLF of the succeeding quarter is not made by the last day of the preceding quarter, the advertiser shall be liable to deposit MLF with 2% interest within first 30 days of the succeeding quarter, failing which the contract shall be deemed to have been terminated & security forfeited. The Commissioner, SDMC or any other officer authorized by him in this regard, may also get the advertisement display/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.</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/structure(s), subject to deposition of a composition fees of 5% of the annual value of contract along with license fee and interest penalty 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.</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/structure(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>
15	Maintenance of Accounts	<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 Quarterly Status Report (detailed in Annexure 8) of the advertisements displayed along with deposition of Quarterly Monthly License Fees in hardcopy, duly signed, to the office of Dy Commissioner (Advtt.) and simultaneously upload the same on the portal of SDMC.</p> <p>Non filing of Quarterly Status Report shall be treated as Major Violation and shall invite penal proceedings, as applicable for such violation.</p>

16	Earnest Money	<p>Minimum Reserve Price (MRP) for each of the advertisement site as per their location and revenue potential etc. will be mentioned in the NIT. The bidder shall have to deposit Earnest money deposit equivalent to 1.5 times of MRP in form of Bank Draft/Pay Order/Bankers Cheque/Bank Guarantee for each site, separately, with tender form. Earnest money if deposited by Bank Gaurantee should be for a minimum period of <u>180</u> days. Tenders submitted without the earnest money will be rejected, summarily.</p> <p>The MRP of each site is specified at '<u>ANNEXURE-1</u>'</p> <p>The earnest money of unsuccessful bidders shall be refunded on 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> <ul style="list-style-type: none"> • If the bidder does not accept the offer of allotment within 7 days (seven days) of issue of offer letter or if the bidder withdraws the proposal during the validity period specified in tender. • If the bidder does not respond to request for clarification of its proposal, • If the bidder fails to provide required information during the evaluation process, • If the bidder resorts to malpractices with an ulterior motive to effect the chances of rival bidders which includes cartelization/sudden complaints/malicious newspaper reporting about competing bidders post the phase when the tender has been published. • If he has made misleading or false representations in the tender document submitted by him in the tender.
17	Security deposit	<p>A Bank Draft/Pay Order/Bankers Cheque/Bank Guarantee in favour of Commissioner, SDMC by a Scheduled/ Nationalized bank for an amount equivalent to the 3 (Three) times of the Monthly Licensee Fee (MLF) of the advertisement site (as quoted by the advertiser /bidder), has to be made before the advertisement site is handed over to successful highest bidder. However, in the event of deposition of security deposit by way of Bank Guarantee the period of the same shall be for the entire contract period plus 3 months i.e. for 39 months.</p> <p>The security deposit will not be adjusted against M.L.F of the current 'site/contract' but the same will be either adjusted against the dues liability of other sites of the same advertiser, with SDMC or will be refunded to the bidder after successful completion of contract period, without any interest upon it however, subject to deductions/ forfeiture which may be applicable on account of non performance, as the case may be. The decision of the competent authority, in this regard shall be final and binding upon all.</p>
18	Performance Security	<p>The contractor shall deposit Performance Security @ Rs. 50,000/- (Rupees fifty thousand only) per toilet block. The Performance Security Deposit shall be either refunded or adjusted as the case may after deducting any expenditure incurred by the department on account of any damage caused to the structure/walls of toilet blocks but not before completion of three months of contract. This security will not carry any interest.</p> <p>SDMC reserves the right to forfeit this Performance /Maintenance security in case of termination / cancellation of contract (except for force majeure conditions) for any malpractice/adverse findings /outstanding dues in regard to the Advertiser.</p>
19	Surrender	<p>In the case of surrender of the advertisement contract, the advertiser shall have to give at least 90 days prior notice, but not before the lapse of 9 months of start of the contract, so as to enable SDMC to examine the notice and to take decision and to make alternative arrangement for running the advertisement site to safeguard the municipal revenue.</p> <p>In case of surrender of the site, the amount deposited towards 'Performance Guarantee/Security deposit' shall not be adjusted against the license fee of the</p>

		<p>remaining months and shall be forfeited, refunded or adjusted, as the case may be, after the determination of the contract. Forfeiture of security deposit (in case of surrenders) will be done only under exceptional circumstances i.e only when some malpractice is noticed or the intention of the advertiser is found adverse and the decision of the competent authority shall be final and binding upon all.</p> <p>The advertiser, who has surrendered a site, shall not be eligible to participate in the tender process of the same site again at least for two consecutive years. To this effect an undertaking shall be given by the advertiser, at the time of surrender.</p> <p>If any advertiser surrenders advertisement sites under SDMC on three different occasions within a period of 1 year, he shall be debarred from participating in future NITs of SDMC for a period of 3 years.</p> <p>In the event of determination of license/surrender, SDMC reserves the right to ask the advertiser to run and maintain the advertisement site on the terms & conditions of the agreement or as modified temporarily for a specific period as specified by SDMC and in such an event the advertiser shall be bound to run the said advertisement site as and when asked and in such an event the advertiser will be bound by the terms and conditions of the respective NIT, Agreement executed thereupon, provision of DMC Act & Registration guidelines.</p> <p>The surrender notice shall not be treated as 'valid/accepted/approved' unless up-to-date clearances of dues including the dues for the notice period are paid on the date of receipt of such notice.</p> <p>The surrender once applied will be treated as irrevocable. Surrender will be treated as effective from the date of decision allowing the same, issued under the signatures of competent authority. Mere application for the same & removal of the advertising media will not entitle the advertiser to claim remission for the period.</p>
20	Structure with material to become the property of SDMC	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 installations / fitting and fixtures of the toilet blocks or any of the material or items, provided by him / her and the same shall become the property of SDMC.
21	Space for SDMC logo or social messages	<p>In addition to the space provided to the contractor for display of commercial advertisement, a space not exceeding 10% of the outer surface area of the toilet blocks, shall be used for display of the message '<u>SDMC TOILET FOR PUBLIC USE</u>'. SDMC Logo and any social compulsory messages, as may be provided to him, from time to time.</p> <p>The advertiser shall display SDMC Logo, Site number, Name of the advertiser, Site license number & validity period of the contract, on a board measuring size '2 feet X 1.5 feet' of metal, 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 by the same. 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> <p>The contractor shall not exceed the prescribed portion of the toilet blocks for display of advertisement and shall ensure that no colour matching that of the traffic signals i.e. Red, Orange and Green, is used for display of advertisement.</p> <p>The contractor shall not display any advertisement related to liquor, cigarette, tobacco or tobacco products or any advertisement which is abusive/ obscene / vulgar / negative, in nature, or which violates the code of conduct, in any manner whatsoever, and ensure that public decency is maintained. He shall also not allow display of any religious advertisement which may cause any resentment among the public, in any way whatsoever. The advertisement displayed shall not violate any of the provisions of the DMC Act, Advertisement Bye-laws framed there under and the relevant directions / judgments / orders of the courts of law.</p> <p>The advertiser before installing any advertisement site shall submit to Commercial Officer, Advertisement Department, SDMC a copy of the matter of advertisement to</p>

		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, SDMC or any other officer authorized by him in this respect shall be final.
22	Ownership of installations during concession period	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 toilet blocks.
23	Responsibility of the contractor	<p>Any theft, damage, breakage of the structures, electrical or other 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 Corporation 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 site shall submit to Commercial Officer, Advertisement Department, SDMC 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, SDMC or any other officer authorized by him in this respect shall be final and binding upon all.</p>
24	Loss to SDMC	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.
25	Modifications/ guidelines	<p>The allotment of work is subject to modifications in the specifications and compliance of guidelines, as may be prescribed, from time to time.</p> <p>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.</p>
26	Removal of Site	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 in MLF (for such period only) which shall be allowed with due approval of competent authority and decision of the competent authority shall be final and binding upon all.
27	Penal Action	<p>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.</p> <p>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</p>

		shall be at liberty to resume possession of the 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 toilet block.
28	Termination of contract	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.
29	Breach of Agreement, terms & conditions and restoration of contract	The SDMC shall have the right to terminate the 'license/contract' and forfeit the security amount if the 'licensee/advertiser/agency' commits breach of any of the terms and conditions of the tender/guidelines/agreement, provisions contained in the DMC Act or the Bye-laws framed there under 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/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. In case, the advertiser/agency wishes to get the contract restored, the competent authority, SDMC may at his sole discretion; restore/review the contract for the remaining period, subject to the 'licensee/advertiser/agency' paying a sum equal to 5% of the total bid amount as restoration charges along with license fee for the intervening period.
30	Non Transfer of advtt. rights	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.
31	Blacklisting & cancellation of registration	The advertiser/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.
32	Guarantee	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, whatsoever.
33	Damages	Any damage to the foot-path, tiles, curb-stones, central verge or any other ancillary structures, during up-gradation / repair / maintenance / operation of the displays at toilet blocks, including supporting structures, shall be sole responsibility of the contractor, which shall be made good by the contractor, as per existing specifications, at its own cost.
34	Precautions	The contractor shall take all precautions to avoid any accidents during up-gradation / repair / maintenance / operation of the toilet blocks, electrical / sanitary fittings and fixtures. If any accident occurs during up-gradation / repair / maintenance / operation of the toilet blocks / fittings and 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 up-gradation, repair, maintenance and operation of the toilet blocks. Diversion of traffic, if required, shall be arranged by the contractor as per traffic police requirements at his own cost.
35	Remission	No remission shall be allowed in general on account of any reason. However, in exceptional circumstances involving natural calamity/national/state causes which may occur beyond control of any person, SDMC may consider the request on case to case basis on facts and circumstances subject to verification/confirmation by the concerned department. This shall be in extraordinary circumstances. The decision of competent authority in this regard shall be final and binding.

		The intending tenderer shall inspect the description of the Toilet block, before submitting tenders and may obtain clarification, if any, before submission of the tender. No objection/grievance/dispute in this behalf shall be entertained, subsequent to submission of the tender. Also no remission in license fees/ground rent or advertisement tax will be given, in this regard.
36	Compliance of specifications	The work shall be executed, as per CPWD norms and BIS standards / MCD/SDMC specifications / circulars.
37	Third party monitoring	SDMC reserves its right to appoint / engage a third party (may be a reputed NGO / Institute) for the monitoring of the toilet blocks. In that case, the expenses will be borne equally by the contractor and the SDMC i.e. 50% each.
38	Service Tax & other taxes	Service Tax & other taxes, if applicable and all other taxes shall be payable by the contractor directly to the concerned authorities, at the rates, as may be applicable, from time to time.
39	Competent Authority	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. Commissioner, SDMC, shall have the right to cancel the allotment of the contract at any time, without assigning any reason whatsoever to the contractor.
40	Jurisdiction of courts	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.

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

Signature of the advertiser/firm with seal

-sd-

Annexure 6

Basic Information about Bidder & advertisement Site for which the Bid has been Submitted

1.	NAME OF THE ORGANISATION / INDIVIDUAL/APPLICANT	
2.	REGISTRATION NO.	
3.	CORRESPONDENCE ADDRESS	
4.	CONTACT MOBILE NUMBER AND EMAIL ID	
5.	NAME OF PERSON(S) TO BE CONTACTED FOR CLARIFICATION	
6.	NAME OF THE ADVERTISEMENT SITE FOR WHICH THE BID HAS BEEN SUBMITTED	
7.	ADVERTISEMENT SITE NUMBER (As given in Annexure 1)	

Certified that the information given above is correct to the best of my knowledge

SIGNATURE OF AUTHORIZED SIGNATORY WITH SEAL

DATE: _____

NOTE : PLEASE SUBMIT SEPARATE FINANCIAL BID FOR EACH SITE.

Details of payments to be deposited

SN	Nature of Payment	Amount	Mode of Payment
1.	Earnest Money Deposit (At the time of submission of bid)	Equivalent to 1.5 times of Monthly Reserve Price	Demand Draft / Bankers Cheque/ Pay order/ Bank Guarantee with a validity of 180 days
2	Security Deposit/Performance Guarantee (To be deposited by H-1 bidder at the time of acceptance of offer letter issued by the department)	Equivalent to 3 times of bid amount quoted by the H-1 bidder	Demand Draft / Bankers Cheque/ Pay order/ Bank Guarantee with a validity of 39 months
3	Advance Monthly License Fee (To be deposited along with Security Deposit/Performance Guarantee). MLF for the succeeding quarter shall be payable by the last date of the preceding quarter.	Equivalent to 3 times of bid amount	Demand Draft / Bankers Cheque/ Pay order

FORMAT FOR SELF DECLARATION REPORT

(TO BE SUBMITTED QUARTERLY)

I, the registered advertiser _____ bearing registration number _____ operating the contract of site _____

at a monthly license fees of Rs _____ hereby submit following declarations:

1. I have displayed my advertisements in compliance of the Outdoor Advertisement Policy, 2007 of Hon'ble Supreme Court of India.
2. I have not deviated my Unipole from my original place of allotment.
3. I have also complied to all the terms of condition of 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 quarter is as under:
 - a) _____
 - b) _____

Signature