



SOUTH DELHI MUNICIPAL CORPORATION

OFFICE OF THE DEPUTY COMMISSIONER (ADVT.)

Dr. Shyama Prasad Mukherjee Civic Centre (25th Floor),

Jawahar Lal 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 BASIS.

No: ADVT/2012-13/05/1096

TENDER NOTICE

Dated: 19/11/2013

Sealed tenders are invited from the advertising agencies registered with the advertisement department of South Delhi Municipal Corporation (under any category), holding a valid registration certificate on the date of tender, for award of work of display of advertisements on Toilet Blocks against advertisement rights at sites within the jurisdiction of South-DMC, as per approved terms and conditions.

Tender document comprising of tender form, terms and conditions and list of sites can be downloaded from Municipal Website at www.mcdonline.gov.in > News and Events. Tender form/documents can be submitted in the prescribed 'formats/annexures' along with requisite Earnest Money (mode as detailed in tender form) and Tender fees (Rs 1,000/- by demand draft/pay order only) payable at Delhi, drawn in favor of Commissioner, SDMC. The tenders will be received and opened in the office of Commercial Officer (Advtt.) at the above mentioned address, as per following schedule:

Date of issue of Tender	19.11.2013 , onwards
Pre Bid Meeting	22.11.2013 at 11.00 Hours at 25 th Floor, Conference Hall, Civic Centre, New Delhi-110002
Date of issue of Corrigendum/Addendum	26.11.2013
Date of Placement of Tender Box at 09 th Floor & 25 th Floor for submission of bids	27.11.2013, 11.00 AM onwards
Last Date Of Submission of Tender Documents	04.12.2013 , Till 12.00 Hours
Date & Time of opening of Qualification bid	04.12.2013, At 14.30 Hours
Date & Time of Opening of Financial Bid	05.12.2013 , At 11.00 Hours

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

Sd/-
Admin. Officer (Advtt.)

SP

Sunil Tabsecm
CO (Advtt.) / SDMC

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 advertisement contracts of the toilet blocks of 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 to 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'.*

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Smriti Tareen
CO (Advt.) / SDMC

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.

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Samir Taheran
CO (Admin) / SDMC

- 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 M.I.F 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.

-sd-



PP
Sunil Tahreem
CO (Advt.) / SDMC

Details of Advertisement Sites put to Tender

TYPE OF MEDIA: TOILET BLOCKS

S.No.	Location of Toilet Block	Zone	Proposed MLF
1.	Site no. 9, Ashram Chowk	Central	Rs 2,50,000/-
2.	Appu Ghar	Central	Rs 2,40,000/-
3.	M-Block Market, Greater Kailash-I	Central	Rs 1,00,000/-
4.	Near Sahi Hospital, Jangpura	Central	Rs 1,20,000/-
5.	Near Lady Sri Ram College Building	Central	Rs 1,75,000/-
6.	Panchsheel Club, opp. Flyover	South	Rs 2,10,000/-
7.	Site no. 1, Aurobindo Marg	South	Rs 2,50,000/-
8.	MMTC, near Petrol Pump, Aurobindo Marg	South	Rs 1,75,800/-
9.	Near Dhalao, Tagore Garden, Opp.Metro	West	Rs 75,000/-

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Samir Talwar
CO (Admin) / SOMC

"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 on for 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)

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 Sumit Tabreem
 CO (Advt.) / SDMC

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: _____

Small Text
CO (Admin) / SDMC

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.

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.)**

**Deponent
(Name & Sign)**

PF
Smart Telecom
CO (Admin) / SDMC
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Annexure-5

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

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

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 Annexure '1'. SDMC is and shall continue to be the absolute owner of the Toilet Blocks including the land underneath.
2	Title	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.
3	Mandatory obligation of Advertiser	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. The advertiser shall be bound to get his registration renewed every year till the time he 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 Toilet Block to the department. 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.
4	Description of work	The contractor shall display the advertisements at the toilet blocks contained in Annexure '1', 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. 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.
5	Incubation period	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 be 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.
6	Possession of allotted	The site shall be handed over to the H-1 contractor on "as is where basis is". Wherever any stay order has been passed by any court of law in respect of any Toilet

	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-advt. 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



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