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EAST DELHI MUNICIPAL CORPORATION
(Advertisement Department)

1st floor, Udyog Sadan,
419, Patparganj Industrial Area
Delhi – 110092

No.CO(Advt.)/EDMC/2016/D-328

Dated: 19.09.2016

NOTICE INVITING TENDERS

To

All registered advertisers of EDMC.

Dear Sir / Madam,

Sealed tenders / Bids are invited from the advertising agencies registered with the Advertisement Department of EDMC only under any of the categories, holding valid Registration on the date of tender, for allotment of the contracts for display of advertisement through **32 unipole sites & 06 Cluster unipoles** of the size 20'x8' at the sites located within the jurisdiction of East Delhi Municipal Corporation (on site-to-site basis), in **Two Bid system (Technical Bid & Financial Bid), for a period of 02 years**, which may be extended further one year, as per the approved terms & conditions. Tender document comprising of tender form, terms & conditions and list of sites can be obtained from the office of Commercial Officer, Advertisement Department, EDMC, 1st floor, Udyog Sadan, 419, Patparganj Industrial Area, Delhi -10092, on a written request, on all working days during **19.09.2016 to 30.09.2016 from 10.00 a.m. to 1.00 p.m.**, on payment of a non-refundable amount of Rs.1,000/- (Rupees one thousand only) each, by Demand Draft drawn on any Nationalized / Scheduled Bank in favour of "Commissioner, East Delhi Municipal Corporation", payable at Delhi. The tender document can also be seen on the internet at www.mcdonline.gov.in. The same can be downloaded, printed and submitted to EDMC on the date of submission of tender along with the requisite fee of Rs.1,000/-, as mentioned above. No tender document shall be sent by post. **Separate tender form be filed for each Unipole site / cluster unipole.**

The Technical Bid be submitted in Envelop-1, subscribing on it "Technical Bid- for site Sl. No." and Financial Bid be submitted in Envelop-2, subscribing on it "Financial Bid- for site Sl. No.". Duly sealed Envelops 1 (Technical Bid) and Envelop 2 (Financial Bid) be submitted in another envelop subscribing on it "Tender / Bid for site Sl.No.....". The requisite EMD to be submitted with "Technical Bid".

The tenders will be received and opened in the Meeting Hall / Conference Hall, at the above mentioned address, as per the schedule given below, in the presence of the tenderers.

Period for sale of tender forms	19.09.2016 to 08.2016 10.00 a.m. to 1.00 p.m.
Date & time for submission of Bids/Tenders	30.09.2016 upto 01.00 p.m.
Opening of Technical Bids/ Tenders.	30.09.2016 at 02.00 p.m.
Opening of Financial Bids/ Tenders.	30.09.2016 after declaration of Technically Qualified Bids/ Tenders.

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Commercial Officer (Advertisement)
Commercial Officer
(Advt.) EDMC

EAST DELHI MUNICIPAL CORPORATION
(ADVERTISEMENT DEPARTMENT)

ANNEXURE 'III'

Cost :Rs.1,000/-

NIT No. ___ /2016

Dated : ___ 09 2016

FINANCIAL BID

Tender / Application form for allotment of contract for display of advertisement through unipole / cluster unipoles of the size 20'x8' at the site located in the jurisdiction of East Delhi Municipal Corporation initially for a period of 2 Years which may be extended further one year.

I / we hereby offer the rate of monthly license fee for allotment of unipole / cluster unipole at _____ for a contract, initially for a period of 2 years, which may be extended further one year against advertisement rights, on the prescribed terms and conditions, as per the following details :

(All the information must be given in CAPITAL LETTERS)

1. Name of Applicant : _____
2. Name of Company/Firm : _____
3. Status in the Company/Firm : _____
4. Present Address : _____
5. Permanent Address : _____
6. Telephone No. – Office : _____

7. In case of company/firm, the name of proprietor(s), Partners or Directors etc., as the case may be, should be given along with parentage, age and residential address(es); both present and permanent, as under :-

S.N.	Name of Proprietor/ Partner(s)/Director(s)	Father/Husband's Name	Age	Present Residential Address	Permanent residential Address

8. Rate of Monthly Licence Fee (MLF) Rs. _____ (in figures)
(Rupees _____) (in words).


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9. Any other information which the tenderer / bidder may like to furnish:-

M/L

SIGNATURE OF TENDERER/BIDDER

(with seal)

ADDRESS _____

DECLARATION:-

I/We have gone through and understood the contents of this tender/application form carefully and the information furnished by me/us is true to the best of my/our knowledge and belief and nothing has been concealed therefrom. 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 through unipole at the allotted site is being made on "as is where is" basis.

SIGNATURE OF TENDERER / BIDDER

N.B.

- (i) Tender / application form duly filled in, signed by the applicant & seal affixed (in case of company/firm); and properly sealed should be dropped in the box specified for the purpose, placed in the office of Commercial Officer (Advertisement), EDMC, 1st floor, Udyog Sadan, 419, Patparganj Industrial Area, Delhi - 110092, on **09.2016 upto 01.00 p.m.;**
- (ii) The allotment will be made on "as is where is" basis;
- (iii) Tenderers / Applicants are advised, in their own interest, to visit sites themselves. No representation on any account whatsoever, shall be entertained, in this regard;


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EAST DELHI MUNICIPAL CORPORATION
(ADVERTISEMENT DEPARTMENT)

ANNEXURE 'II'

Dated : __, 09, 2016

TECHNICAL BID

Tender / Application for allotment of Unipole site at

Sir,

With reference to your NIT for inviting tenders / bids for various unipole sites, I/We offer my/our Technical Bid for the above mentioned unipole site. I/We have carefully read and understand the terms and conditions given in the tender document and submit following as under:

1. **No Dues Certificate** from Advt. Dept. of EDMC, SDMC & NDMC;

OR

an **undertaking** by way of affidavit (original) on a non judicial stamp paper of 10/- (Rupees Ten Only) duly notarized to this effect that:

(a) That I/We declare that all dues, in respect of the previous contracts allotted to us or any of our associated / sister companies / firms dependent family members, stand cleared up to date and **no amount on account whatsoever is due.**

(b) I / We have not been **blacklisted** by any government organization / local bodies.

(c) That I have been registered with **Service Tax Department** and having number I/We will pay applicable service tax other taxes directly to Service Tax Department/relevant department on regular basis and also follow all government rules issued time to time.

2. An amount of Rs. _____ (Rupees _____ only) as **Earnest Money Deposit (EMD)** for particular site, as per the NIT Annexure-1, in the form of Demand Draft / Bank Draft / Pay Order No. _____ dated _____ drawn on _____ in favour of Commissioner, EDMC.

3. A **Demand Draft of Rs.1,000/-** (Rupees One Thousand Only) in favour of Commissioner, EDMC towards **Tender Application Form Fee** or Photocopy of receipt of G-8, if purchased from department.

4. A copy of the **terms & conditions** duly signed by the bidder on each page.

Date: 09, 2016

Signature of the tenderer/Bidder
Name & seal of firm/company


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**TERMS & CONDITIONS FOR ALLOTMENT OF RIGHTS FOR
DISPLAY OF ADVERTISEMENT THROUGH UNIPOLES**

Period

1. The terms & conditions will be applicable in respect of illuminated display of advertisement through Unipole at the selected site/cluster in the jurisdiction of EDMC and shall be valid for initially a period of 2 Years, which may be extended further one year from the date of allotment, with mutual consent of both the parties, subject to satisfactory performance by the contractor and on the enhanced license fee by 10% for the extended period. In order to promote use of non-conventional source of energy, the contractor / advertiser MUST use solar panel / system for illumination of advertisements. Accordingly, no remission shall be admissible, on this account.

**Mode of
allotment**

2. The allotment of contract for display of advertisement through Unipole at the sites located in the jurisdiction of EDMC are contained in the list enclosed as ANNEXURE 'I' and allotment will be made by inviting tenders on site-to-site basis. While installing the structure or during the contract period, the advertiser / allottee shall not cause any damage to any street furniture / pavement of the street, in any manner whatsoever, and shall strictly abide by the guidelines contained in the Outdoor Advertisement Policy, 2007, as approved by the Hon'ble Supreme Court.

**Incubation
period**

3. The initial period of fifteen days from the date of allotment of the contract, shall be allowed for installation of structure of Unipole, installation of solar energy system and necessary clearances from the concerned authorities, if any, which shall not be extendable under any circumstances. The monthly licence Fee shall be payable by the advertiser from the commencement of 16th day of the allotment of the contract or from the actual date of display of advertisement, whichever is earlier. In this regard, the decision of the department shall be final and binding.

**Participation
in tender**

4. The bidder should submit the following documents with the **Technical Bid (as per ANNEXURE 'II') & Financial Bid (as per ANNEXURE 'III')**. The bid will be disqualified if any documents given below not enclosed:

Technical Bid:

1. **No Dues Certificate** from Advt. Dept. of EDMC, SDMC & NDMC OR an **undertaking** by way of affidavit (original) on a non-judicial stamp paper of 10/- (Rupees Ten Only) duly notarized to this effect that:
 - (a) That I/We declare that all dues in respect of the previous contracts allotted to him/her or any of their associated/sister companies/firm dependent family members, stand cleared up to date and no amount on account whatsoever is due.
 - (b) I / We have not been **blacklisted** by any government organization / local bodies.
 - (c) That I have been registered with **Service Tax Department** and having number I will pay applicable service tax other taxes directly to Service Tax Department/relevant department on regular basis and also follow all government rules issued time to time.
 2. An amount of Rs. _____ Rupees _____ (only) as Earnest Money Deposit (EMD) for particular site, as per the NIT Annexure-I, in the form of Demand Draft / Bank Draft / Pay Order No. _____ dated _____ drawn on _____ in favour of Commissioner, EDMC.
 3. A **Demand Draft of Rs.1,000/-** (Rupees One Thousand Only) in favour of Commissioner, EDMC towards **Tender Application Form Fee** or Photocopy of receipt of G-8, if purchased from department.
 4. A copy of the terms & conditions duly signed by the bidder on each page.
- Financial Bid:**
Tenderer / bidder should quote bid /MLF as per the **Financial Bid Form (Annexure-III)**.

MLC

The Tenderer/Bidder should submit the **Technical Bid & Financial Bids** in two separate sealed / taped envelope and both these envelopes should be put in one envelope, duly sealed, should bear name & address of the bidders and clearly subscribe the unipole site/Cluster & Sl. No. This envelope should be addressed to CO (Advt.) EDMC (HQ), Udyog Sadan, 419, First Floor, Patparganj Indl. Area, Delhi-110092.

Earnest
Money /
Performance
Security

5. The registered advertiser who intends to submit tender/bid shall have to deposit **EMD as per the NIT, in the form of Demand draft in the favour of "Commissioner, EDMC" along with their tender form.** EMD, if not so deposited, will disentitle the advertiser to participate in the opening of tender for allotment of rights for display of advertisement through Unipole. The tenders without the requisite EMD will be summarily rejected. Earnest Money shall be adjusted against Performance Security. If the EMD submitted by the advertiser is more than the required Performance Security, then the advertiser may deposit fresh Performance Security in lieu EMD. Performance Security will be refunded to the advertiser on a written request after the end of the contractual period. The refund of Performance Security will be subject to clearance of all the pending dues, otherwise the same will be adjusted against the outstanding dues, if any. In case the successful highest bidder declines to accept the offer, for any reason whatsoever, the EMD shall be forfeited.

Description
of sites

6. Advertisement Unipole will be displayed only at the allotted site. The intending tenderer shall inspect the description of the road / site before submitting tenders and may obtain clarification, if any, regarding the location of the area, before offering bid for the same. No objection / grievance / dispute, in this behalf, shall be entertained, subsequent to submission of the tender. No remission in licence fee / ground rent or advertisement tax will be given on the ground that display of Unipole is objected to by any authority.

Number of
sites

7. During the period of allotment, if necessitated, for carrying out repairs, maintenance, laying of power lines, widening of road / pavements or for any other purpose, the site of unipole has to be removed in public interest or for any other reason, alternate site **shall not** be allotted to the contractor in lieu of the site. In this case the advertiser for a particular period of time, because of road-widening or any other executive directions of the government / department, will be given remission in the ground rent / licence fee on pro-rata basis for the relevant period. In this regard, Commissioner or any other officer duly authorised for the purpose, may cancel any site or create any additional site and his decision shall be final and binding on the contractor.

Advance
MLF

8. Every successful advertiser shall furnish by separate bank drafts / pay orders one month's advance license fee within seven days of acceptance of tender.

Allotment

9. (a) The levy and recovery of licence fee / ground rent will start automatically from the effective date as notified in these terms and conditions or at the time of allotment of the contract. In case the previous contractor fails to remove the Unipole from the allotted site, if any, after the expiry of the contract period or any unauthorised advertisement through Unipole(s) is displayed at the allotted site, the new contractor or the EDMC shall have the right to cause such Unipole to be removed for which the previous contractor or the unauthorised displayer, as the case may be, shall have no right to claim any damages. No extension of time for removal of advertisement displayed on Unipole shall be given after expiry of the contract period, under any circumstances whatsoever and it will be his duty to remove the advertisement so displayed on the Unipole latest by the forenoon of the day following the date on which the contract expires.

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(b) Penalty - In case contractor fails to remove the advertisement within the stipulated time period, then he will have to pay penalty as decided / imposed by the competent authority.

**Deposit of
Licence
Fee and
Advertis-
ment Tax**

10. The advertising contractor shall deposit license fee / ground rent in advance in cash or by bank draft by the 10th of every month. The advertisement tax for each year of contract shall be payable in advance in cash or by bank draft within fifteen days of the commencement of the contract. Advertisement tax for the whole year as provided in the DMC Act becomes payable in respect of Unipole even if these have been displayed for less than a year. Similarly advertiser shall be liable to pay advertisement tax on each and every separate display of advertisement. If contract of Unipole is taken by another advertiser, after re-tender, advertisement tax for the whole year becomes payable by the new contractor. If any advertisement on Unipole is found to be displayed without payment of advance advertisement tax, the same shall be liable to be removed by the EDMC at the cost and responsibility of the advertiser. All correspondence and payments should be made in the Office of Assistant Commissioner Advertisement Department EDMC, Udyog Sadan, 419, Patparganj Industrial Area Delhi -110092, against proper receipt.

**Non-payment
Of
License Fee**

11. If the payment is not made in the manner stipulated in clause No.10 above, the late fee/interest at the flat rate of 2% per month is liable to be charged from the advertiser on the unpaid amount even if the delay is for a part of the month. If the advertiser does not deposit the MLF continuously for two months **the contract is liable to be terminated**, security forfeited and the Commissioner, EDMC or any other officer authorized by him, may get the Unipole removed and advertiser shall not be entitled to any rebate or compensation in this regard. The authorities will have the sole discretion to allot the Unipole / contract to any other advertiser. However, the Commissioner, EDMC or any other officer authorized by him in this behalf may on consideration of a representation made by the previous allotted can restore the advertisement Unipole / structures to the contractor, on payment of the **composition fees**, equivalent to one month MLF of the subjected site or as may be decided by the Commissioner or any other officer authorized by him, provided that the request for the restoration is made within 10 days of the rescinding of contract. The decision of the Commissioner or any other officer authorized by him in this behalf to release or not to release any advertisement Unipole / structures removed by the department after rescinding/termination of the contract and to charge in the form of composition fee/removal charges/storage charges such amount as may be prescribed for the purpose, shall be final. Any dues in this regard will be recoverable as arrears of tax.

**Acceptance
of Tender**

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

**Surrender
Notice**

13. The advertiser to whom the contract for display of Unipole has been awarded may surrender the allotment by giving one month's notice in writing provided:-
i. that the contract has been in force for at least three months i.e. no surrender notice is permissible during the first three months of the contract period. Similarly, no surrender is permissible during the last three months of the contract period.
ii. that the surrender notice shall not be valid unless up to date dues including notice period are paid up on the date of receipt of such surrender notice.
iii. that in case the allottee wants to withdraw the surrender notice, he/she may do so by giving a request in writing provided the request has been received before the re-tender of the said Unipoles and up to date dues including interest, if any, towards the same are deposited.


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iv. that the advertiser /contractor who surrenders the contract or whose contract is rescinded by the EDMC for any reason whatsoever, shall not be eligible to participate in the process of re-tendering for allotment of the contract for remaining period, in respect of the said Site.

Allotment becoming void/recovery /payment

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

Responsibility of Unipole sites

15. The EDMC shall not be responsible for damage or theft of the Unipole, 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 Unipole. It shall be primary responsibility of the allottee to safeguard and protect their Unipole.

Non Transfer of advertisement rights

16. The advertiser in whose name the display right is allotted shall not transfer the same to any other advertiser/advertising agency.

Possession of allotted site

17. The Unipole shall be displayed only at the allotted sites and position as may be determined by the Commissioner, EDMC or any other officer authorized by him. Advertiser must display a small board on the unipole with complete detail of permission/size otherwise penalty of Rs.200/- per day will be imposed.

Design of display

18. Each Unipole shall be of standard size of 20 feet X 08 feet (horizontally) and shall contain advertisement on one side only. Display of the size 20'x8' can be permitted on reverse side of the unipole, with the prior written approval of the Commissioner or any other officer duly authorised for the purpose, subject to feasibility of site, availability of space and proportionate increase in the licence fee / ground rent. The bottom of the advertisement Unipole shall be at a height of 7 feet above from the surface of the ground and shall be in proper alignment and should not be hazardous to pedestrians.

The advertisement Unipole shall be strictly in accordance with the specific provisions as laid down in the DMC Act (Tax on advertisement other than advertisement published in newspapers) Bye-laws, 1996 (as amended upto date) (hereinafter referred to as "amended bye-laws, 1996"). Outdoor advertisement policy approved by the Hon'ble supreme Court and terms & conditions of allotment.

Maintenance of site/Unipole

19. The Unipole shall be structurally sound and maintained in good and properly secured condition. The advertisement shall, at all times, be erected, fixed and retained in all respect to the satisfaction and in accordance with the requirement of the contract period or its pre-determination for any reason whatsoever, including surrender by the advertiser, the structure of the unipole, shall become the property of the EDMC.

Responsibility of the Advertiser

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

Statement of Accounts

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


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