

EAST DELHI MUNICIPAL CORPORATION
(ADVERTISEMENT DEPARTMENT)

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

No. CO(Advtt)/EDMC/2016/D-451

Dated: 16.11.2016

NOTICE INVITING TENDERS

All registered advertiser of EDMC,

Sealed tenders are invited from the advertising agencies registered with the advertisement department, EDMC under any categories, holding valid Registration on the date of tender, for allotment of the contracts for display of advertisement on **267 Dhallaoss/ Dustbins** at the sites located within the jurisdiction of East Delhi Municipal Corporation, 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, 1st floor, Udyog sadam, 419, Patparganj, Indl. Area, Delhi-110092, on a written request, on all working days during **19.11.2016 to 01.12.2016 from 9.30 a.m. to 4.00 p.m.** on payment of a non refundable amount of Rs.1000/- (Rupees one Thousand only) each, by Demand Draft drawn on any Nationalized/ Scheduled Bank in favour of Commissioner, EDMC, payable at Delhi. The tender document, can also be seen on the internet at www.mcdonline.gov.in > News & Events The same can be downloaded, printed and submitted to EDMC on the date of tender along with the requisite fee of Rs.1000/-, as mentioned above. No tender document shall be sent by post.

The Technical Bid be submitted in Envelop-1, subscribing on 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 MRP for each Dhallaoss/Dustbin site will be 7500/-. The EMD of Rs.2000/- must be submitted with Technical Bid as per the terms & conditions.

The tender will be received in the office of the Commercial officer (Advertisement) at the above mentioned address and opened as per schedule given below:

Period for sale of tender forms	19.11.2016 to 01.12.2016 9.30 a.m. to 4.30 p.m.
Last date & time for submission of tenders	01.12.2016 up to 1.00 p.m.
Date & time for opening of Technical Bid / tender	01.12.2016 at 2.00 p.m.
Date & time for opening of Financial Bid / tender	01.12.2016 after declaration of Technically qualified bids / Tenders..


(Vinit Gautam)
Commercial Officer
(Advtt.) EDMC

EAST DELHI MUNICIPAL CORPORATION
(ADVERTISEMENT DEPARTMENT)

ANNEXURE 'I'

Cost :Rs.1,000/-

NIT No. ___ /2016

FINANCIAL BID

Dated : __.12.2016

Tender / Application form for allotment of contract for display of advertisement on Dhallaos / Dustbins 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 the Dhallaos 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 : _____

Residence:

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) _____ (in words).
(Rupees _____)


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(Advt.) EDMC

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

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 on dhallows 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 **01.12.2016 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;


Commercial Officer
(Advvt.) EDMC

EAST DELHI MUNICIPAL CORPORATION
(ADVERTISEMENT DEPARTMENT)

ANNEXURE 'II'

Dated : 01.12.2016

TECHNICAL BID

Tender / Application for allotment of Dhallo at

Sir,

With reference to your NIT for inviting tenders / bids for various Dhallaos sites, I/We offer my/our Technical Bid for the above mentioned Dhallo 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 Advtt. Deptt. 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:

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.**

2. **The undertaking** by way of affidavit (original) on a non judicial stamp paper of 10/- duly notarized to this effect that:
 - (a) I / We have not been **blacklisted** by any government organization / local bodies.
 - (b) I / We have been registered with **Service Tax Department** and having ST No. 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.
3. An amount of **Rs.2000/-** (Rupees Two thousand 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.
4. 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.
5. A copy of the **terms & conditions** duly signed by the bidder on each page.

Date: **01.12.2016**

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


Commercial Officer
(Advtt.) EDMC

-1-

**TERMS & CONDITIONS FOR AWARD OF WORK OF ADVERTISEMENT RIGHTS ON
267 DHALLOS/DUSTBINS IN THE JURISDICTION OF EDMC**

Eligibility

1. Only the advertising agencies duly registered with the EDMC 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 display of advertisement on 267 Dhallos/Dustbins each in the jurisdiction of the EDMC, a list of which is contained in **Annexure 'III'**. **Separate tender is to be filed for each Dhallo/Dustbin site.**
 - 1.1. Wherever any stay order has been passed by any court of law in respect of any of 267 Dhallos/Dustbins each or the previous contract is continuing or has been extended by the EDMC, in favour of the previous contractor, possession of such urnals 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.
 - 1.2. The intending tenderer shall inspect the description of the 267 Dhallos/Dustbins each, 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. No remission in licence fee/ground rent or advertisement tax will be given, in this regard.
 - 1.3. The bidder should submit the **Technical Bid (as per ANNEXURE 'II') & Financial Bid (as per ANNEXURE 'I')**. The bid will be disqualified if any requisite documents are not submitted. 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 Dhallo site & Sl. No...** This envelope should be addressed to Commercial Officer (Advt.) EDMC (HQ), Udyog Sadan, 419, First Floor, Palparganj Indl. Area, Delhi-110092.

Title of land

2. The EDMC is and shall continue to be the absolute owner of the 267 Dhalloos/Dustbins each including the land underneath.

Description of work

3. The contractor shall display advertisement on the 267 Dhalloos/Dustbins each as contained in Annexure 'I', which shall be allotted on 'as is where is' basis. **Separate tender is to be filed for each Dhalloos/ Dustbin.**
 - 3.1. The contractor shall be exclusively responsible to obtain necessary electricity, connections from the respective authorities in his / her own name and for timely clearance of all the dues in respect of the same for the contract period. On the part of the EDMC, only a 'No Objection Certificate' shall be issued, on a specific request, to enable the contractor to obtain electricity connection in his / her name or in the name of his / her firm. No generator set shall be permissible for providing electricity at the 267 Dhallos/Dustbins.
 - 3.2. The contractor shall display advertisement on the allotted Dhallos/Dustbins, during the concession period and, thereafter, hand over to the EDMC the Dhallos/Dustbins with entire installations /display boards etc. in free of charge.

Incubation period

4. The initial period of **two weeks from the date of allotment letter**, for display of advertisement and obtaining electricity connection from the concerned authorities which 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.

Display of advertisement

5. The contractor shall have the right to display advertisement at the Dhallos/Dustbins during the contract period. The advertisement area is to be created **on the walls only on three sides of the structures**. The advertisement shall be concealed within the walls and shall be back-lit only. The displays on the each Dhallos /Dustbins shall, in no case, exceed the limit of out-door advertisement policy – 2007 as approved by Hon'ble supreme court.

Period of Concession

6. The contract period shall be for a period of **two years, extendable by another year**, with mutual consent of both the parties, subject to satisfactory performance by the contractor and on the enhanced licence fee by 10% for the extended period. 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 Dhallos/Dustbins with complete structures to the Commissioner, EDMC or any other person authorized by him. At the time of handing over possession to the EDMC, it shall be ensured that the Dhallos/Dustbins is/are in proper condition and that no damage is caused by display of advertisement boards.

Monthly Licence Fee

7. The successful tenderer / contractor shall be liable to pay monthly licence 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 Dhallos/Dustbins and every display, as leviable under Section 142 of the DMC Act. Monthly licence fee shall be payable by the contractor till handing over vacant and peaceful possession of the Dhallos/Dustbins, after complying with necessary terms & conditions of contract.
 - 7.1. The monthly licence fee shall be payable by the contractor from the day next to the date of expiry of the respective incubation period or from the date advertisement found displayed as the case may be, whichever is earlier.


**Commercial Officer
(Advt.) EDMC**

Maintenance of Accounts 8. 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 EDMC.

Penalty on late payments 9. The contractor shall deposit the monthly licence fee in advance by the 10th of every calendar month. All payments shall be deposited by way of Bank Draft / Pay Order in favour of **Commissioner, EDMC** against proper receipts. Failure to make full payment of monthly licence fee, shall make the contractor liable to pay **late fee / interest @ 2% per month** on the unpaid amount, even if the delay is for part of a month. If the contractor fails to make payment by the 10th of the succeeding month with interest, the contract shall be liable to be terminated, security / earnest money forfeited, after providing due opportunity of hearing to the contractor and possession of the site including complete structure of the Dhallaos/Dustbins shall be taken over by the EDMC. Monthly license fee shall be payable by the contractor from the date of commencement of the contract.

EMD / 10. The registered advertiser who intends to submit tender must submit an amount of **Rs.2000/-** along with **their Technical Bid/tender form as EMD, 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 on Dhallaos/Dustbins and tenders without the requisite EMD will be summarily rejected. **Earnest Money shall be converted as Performance Security** which 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.

Surrender 11. The contractor may surrender the contract by giving **three months' notice** in writing, provided:-

- (i) The contract has been in force for at least Six months i.e. no surrender notice is permissible during the initial four months of the contract period;
- (ii) The surrender notice shall not be valid unless upto date dues, including those for the notice period, are paid up on the date of such surrender notice;
- (iii) In case the contractor wants to withdraw the surrender notice, he/ she may do so by giving a request in writing, provided the request has been received, before commencement of the process for re-tender of the contract and upto date dues including interest, if any, towards the same have been duly deposited in the department.

Structure with 12. In case of surrender of the contract at any pre-mature stage or pre-determination / termination of material to the same for any reason whatsoever, the contractor shall have no right to remove the installations on or of become the Dhalla/Dustbin allotted or any of the material or items, and the same shall become the property of the property of EDMC.

Space for EDMC logo or social messages 13. 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 Dhallaos/Dustbin, shall be used for display of the compulsory message '**EDMC DHALLO/DUSTBIN**' or social messages and EDMC logo, as may be provided to him, from time to time.

13.1. The contractor shall not exceed the prescribed portion of the Dhallaos/Dustbin 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.

13.2. 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, Outdoor Advertisement Policy and the relevant directions / judgments / orders of the courts of law.

Ownership of 14. During the concession period, the ownership of the installations of display boards as may be installations during concession period. provided by the contractor (excluding the structure of the Dhallaos/Dustbin) 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 Dhalla/Dustbin.


Commercial Officer
(Advt.) EDMC

1572

15. Any theft, damage, breakage of the structures/display boards, electrical fittings / fixtures, by the contractor on Dhallaos/Dustbin, shall be the responsibility of the contractor and the repairs etc. shall be done by the contractor, during the concession period, at its own cost.

16. The allotment of work is subject to modifications in the specifications and compliance of guidelines, as may be prescribed, from time to time.

17. The EDMC 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.

18. The contractor shall have to guarantee against closer of the project/work, 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 and to get the project completed in whatever manner it deems fit. Consequently performance security and three months security will be forfeited and the firm will be black listed.

19. Any damage to the foot-path, tiles, curb-stones, central verge or any other ancillary structures, during display of advertisement on the 267 Dhallaos/Dustbins, including supporting structures, shall be the sole responsibility of the contractor, which shall be made good by the contractor, as per existing specifications, at its own cost.

20. The contractor shall take all precautions to avoid any accidents during display of advertisement on the Dhallaos/Dustbin. If any accident occurs during display of advertisement on the Dhallaos/Dustbin the contractor shall be directly responsible for the damages or any other consequences, whatsoever and EDMC shall be kept harmless.

20.1 Proper arrangement shall be made by the contractor to avoid any hindrance to the traffic during display of advertisement on the Dhallaos/Dustbin. Diversion of traffic, if required, shall be arranged by the contractor as per traffic police requirements at his own cost.

21. Service Tax shall be payable by the contractor directly to the concerned authority, at the rates, as may be applicable, from time to time.

22. For the purpose of this contract, Commissioner, EDMC, 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.

22.1. Commissioner, EDMC, shall have the right to cancel the allotment of the contract at any time, without assigning any reason whatsoever to the contractor.

23. All the matters arising out of the contract shall be within the jurisdiction of the Delhi Courts only.

24. (a) In the event of any controversy or dispute arising out of this contract, the same shall be referred to the sole arbitration of the Commissioner or any officer nominated by him, in this behalf. There shall be no bar on reference of dispute to the arbitrator or such an officer so nominated by the Commissioner, even though the said officer is an employee of the EDMC or might have dealt with the matter earlier or expressed his opinion thereon. In case the arbitrator to whom the matter is originally referred, is transferred or vacates his office or is unable to act for any reason whatsoever, the Commissioner, EDMC shall be competent to appoint another person as arbitrator who shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

The decision of the Arbitrator appointed by the Commissioner shall be final and binding on the parties. The limitation for filing the claim for arbitration is 90 days from the expiry of the contract period and in case no claim is filed within this period, it shall be presumed that there is no claim/dispute.

(b) Subject to above, the provisions of the Arbitration Act, 1940 or any statutory modifications or enactment thereof and the rules made there under and for the time being in force, shall apply to the arbitration proceedings under this clause.

(c) The party invoking the arbitration clause shall specify the disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each of such disputes/ claims.

(d) In case the arbitration clause is invoked by the contractor, he will be required to deposit 50% of the dues being claimed by him, subject to final decision in the arbitration proceedings.

(e) The arbitrator may, from time to time, without the consent of the parties, enlarge the time for making and publishing the Award.

Signatures of the Contractor

Signatures of the Officer
Authorized by Commissioner, EDMC


Commercial Officer
(Advt.) EDMC

List of 267 Dhalaos/Dustbin for advertisement

S.N.	Ward No.	Location/Site	Zone	MRP	EMD
1.	209	Near Super Bazar, M.V. Police Station	Shah(S)	Rs.7500-	Rs.2000-
2.	209	13-block Trilok Puri	Shah(S)	Rs.7500-	Rs.2000-
3.	209	24-block Trilok Puri	Shah(S)	Rs.7500-	Rs.2000-
4.	209	25-block Trilok Puri	Shah(S)	Rs.7500-	Rs.2000-
5.	209	26-block Trilok Puri	Shah(S)	Rs.7500	Rs.2000-
6.	209	Main Road Kotla Village.	Shah(S)	Rs.7500-	Rs.2000-
7.	209	19-Block Trilok Puri (Dustbin)	Shah(S)	Rs.7500-	Rs.2000-
8.	209	21-Block Trilok Puri (Dustbin)	Shah(S)	Rs.7500-	Rs.2000-
9.	210	Block-2, Near Gas Agency	Shah(S)	Rs.7500-	Rs.2000-
10.	210	Block-6, Mother Dairy	Shah(S)	Rs.7500-	Rs.2000-
11.	210	Block-7, DDA Flats	Shah(S)	Rs.7500-	Rs.2000-
12.	210	Block-9, Sanjay Dispensary	Shah(S)	Rs.7500-	Rs.2000-
13.	210	Block-10, Sanjay Dispensary	Shah(S)	Rs.7500-	Rs.2000-
14.	210	Block-12, Sanjay Dispensary	Shah(S)	Rs.7500-	Rs.2000-
15.	210	Block-15, MCD School	Shah(S)	Rs.7500-	Rs.2000-
16.	210	Block-17, Main Road Vasundhara	Shah(S)	Rs.7500-	Rs.2000-
17.	210	Block-18, Main Road Vasundhara	Shah(S)	Rs.7500 -	Rs.2000-
18.	211	28-block, Central Road, Trilok Puri	Shah(S)	Rs.7500 -	Rs.2000-
19.	211	28-block, JI Cluster (Indra Camp)	Shah(S)	Rs.7500-	Rs.2000-
20.	211	29-block, Trilok Puri	Shah(S)	Rs.7500 -	Rs.2000-
21.	211	30/31-block, Central Road, Trilok Puri	Shah(S)	Rs.7500-	Rs.2000-
22.	211	35-block, Trilok Puri	Shah(S)	Rs.7500 -	Rs.2000-
23.	211	Ext. 35-block, Trilok Puri	Shah(S)	Rs.7500-	Rs.2000-
24.	211	32-Block, (Near Ambedkar) Trilok Puri	Shah(S)	Rs.7500 -	Rs.2000-
25.	211	31-block, DDA Janta Flats	Shah(S)	Rs.7500 -	Rs.2000-
26.	211	32/33-block Ambedkar Wireless Road	Shah(S)	Rs.7500 -	Rs.2000-
27.	211	35/36-block, Wireless Road (Dustbin)	Shah(S)	Rs.7500-	Rs.2000-
28.	211	Petrol Pump, Pkt-III, Mayur Vihar-I	Shah(S)	Rs.7500-	Rs.2000-
29.	212	Chilla Chowk, Chilla Village	Shah(S)	Rs.7500-	Rs.2000-
30.	212	ASN School	Shah(S)	Rs.7500-	Rs.2000-
31.	212	Samachar Apptt.	Shah(S)	Rs.7500	Rs.2000-
32.	212	kirti apptt use as store	Shah(S)	Rs.7500-	Rs.2000-
33.	212	Upkar Apptt.	Shah(S)	Rs.7500-	Rs.2000-
34.	213	Block-11, Kalyan Puri	Shah(S)	Rs.7500-	Rs.2000-
35.	213	Block-16, Kalyan Puri	Shah(S)	Rs.7500-	Rs.2000-
36.	213	Block-18, Kalyan Puri	Shah(S)	Rs.7500-	Rs.2000-
37.	213	Block-20, Kalyan Puri	Shah(S)	Rs.7500-	Rs.2000-
38.	213	Block-21, Kalyan Puri	Shah(S)	Rs.7500-	Rs.2000-
39.	213	Block-1, Khichri Pur	Shah(S)	Rs.7500-	Rs.2000-
40.	213	Block-2, Khichri Pur	Shah(S)	Rs.7500-	Rs.2000-
41.	213	Block-3, Khichri Pur	Shah(S)	Rs.7500-	Rs.2000-
42.	213	Block-3, Khichri Pur	Shah(S)	Rs.7500-	Rs.2000-

Commercial Officer
(Advt.) EDMC

