

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

Dr. Shyama Prasad Mukherjee Civic Centre (25thFloor),
Jawaharlal Nehru Marg, New Delhi-110002, Ph. No. 011-2322-7212

**OPEN TENDER FOR ALLOTMENT OF ADVERTISEMENT RIGHTS THROUGH
CLUSTER OF TOILET BLOCKS ON MONTHLY LICENSE FEE BASIS UNDER THE
JURISDICTION OF SDMC**

TENDER NOTICE

No: CO/Tender-13/Advtt./2017/NIT/D-1343

Dated : 06/11/2017

Bids are invited on behalf of Commissioner, SDMC from eligible bidders for allotment of advertisement rights through designated Cluster containing Toilet Blocks sites (**Cluster will be awarded with maintenance & operation**) under the jurisdiction of SDMC on monthly license fee basis in two bid system (Technical and Financial), for a period of **Seven Years**. The Advertisement rights through Cluster containing Toilet Blocks shall be awarded to the successful H-'1' bidder for display of advertisement at designated toilet block sites as mentioned in **Annexure "1"** of tender document. The eligibility criteria to participate in the bid are mentioned in clause 1 & 3 of the tender document. The Advertisement cluster of Toilet Block shall be awarded to the successful H-'1' bidder for display of advertisement through Toilet Blocks within the Cluster as mentioned in the tender document..

The eligible bidder may submit their bid containing the tender documents duly signed on each page along with requisite Earnest Money and other documents as mentioned in the tender document.

The tender documents may be downloaded through SDMC's website www.mcdonline.gov.in. The requisite tender Fee of Rs.40,000/- (Rupees Forty Thousand Only) for participation in tender shall be deposited by way of demand draft/pay order payable at Delhi drawn in favour of Commissioner, SDMC along with submission of the bid. This Tender Document contains total no. **38** of pages from page 1 to **38**. 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	31.10.2017
Pre Bid Meeting	09.11.2017 at 15.00 Hours at 25 th Floor, Conference Hall, Civic Centre, New Delhi-110002
Date of Placement of Tender Box at 25 th Floor for submission of bids	17.11.2017, 11.00 AM onwards
Last Date Of Submission of Tender Documents	22.11.2017, Till 15.00 Hours
Date & Time of opening of Technical bid	22.11.2017, At 15.30 Hours

Prospective bidders are advised to regularly scan through SDMC website as corrigendum/amendments/clarification/reply to pre-bid query (if any), will be notified on the official website and no separate advertisement/communication in any other form will be made for this purpose. Any bid not accompanied with the tender fee and EMD shall be summarily rejected.


Commercial Officer (Advtt.)

Commercial Officer
Advertisement Department / SDMC
22nd Floor, Civic Centre, Minto Road
New Delhi-110002

ELIGIBILITY CRITERIA AND ESSENTIAL PRE-REQUISITES

1. Criteria for participation:

Sole Proprietorship Firm, Partnership Firm, Registered Society/Registered Co-operative Society, Public Limited Company or a Private Limited Company, **against whom no dues are pending either from erstwhile MCD and from SDMC as on date and not been blacklisted by erstwhile MCD and by SDMC/NDMC/EDMC, Central/State Govt. departments, Ministry , Autonomous body ,PSUs as on bid submission date**, subject to fulfilling the eligibility criteria given in the document elsewhere is eligible to submit bid for allotment of Advertisement rights through designated Toilet Block sites & Subways as mentioned in annexure- '1' under the jurisdiction of SDMC. **The firm has to get itself registered with the Advertisement Department SDMC (if not registered already) within twelve working days after issuance of offer letter to the firm.**

Note* :- The bidder must be eligible for registration on the last date and time of submission of tender.

2. Site Details:

Detail of all advertisement sites (Toilet Block) including location is specified in **Annexure-'1'** under the jurisdiction of SDMC.

Important Note:-

A. Scope of Work :-

1. The Cluster of Toilet Blocks will be allotted for advertisement rights with maintenance and operation of the Toilet Blocks.
2. Each of Toilet Block within the Cluster will be maintained throughout the contract from 7 AM to 9 PM per day without any charge from the Public in general.
3. The Allottee/Advertiser shall be responsible for maintenance of proper hygienic conditions inside the Toilet and for keeping of all necessary facilities in the Toilet Block such as maintaining availability of Soap, Water, Electricity, Sanitary Napkins Dustbin and Sweeper etc..
4. The Advertiser/Allottee shall be required to run the toilet blocks all times in good condition and in case of non-operation of the Toilet Block a board in this regard will be displayed with showing the time require to make the Toilet operational. Further, in case of non-operation of the Toilet Block, the Allottee will not be allowed to display the commercials upto the repairing of such Toilet Block.
5. The Allottee/Advertiser will engage the operators/staff as per the requirement of the Toilet Blocks at his own cost and expenses. The all staff engaged for the Toilet Blocks shall always be in a similar uniform decided by the Allottee/Advertiser.
6. The Allottee/Advertiser will be responsible to give quarterly feedback from the public in general with respect to the cleaning and facilities provided in Toilet Blocks.

B. All the bidders are advised to visit all these locations and make assessments of revenue potential of these sites before bidding. No claim shall be entertained after bid submission regarding feasibility of site in or any other claims. The details of all advertisement Toilet Blocks on 'as is where is' basis as mentioned in **Annexure "1"**.

- (i) Any violation of OAP 2017 or the policy in force at that time shall invite penalty and in case the Department observed repeated offence of violation of OAP 2017 or the policy, in that case the Department will initiate the process of cancellation of the contract with forfeiture of security deposit/Performance Bank Guarantee including Advance MLF without any prior notice.
- (ii) The contract will be awarded for a period of seven years.
- (iii) There will be 5% increase on awarded MLF from the commencement of 3rd year, every year upto the 7th year.

3. Eligibility Criteria

- a. The bidder should be in Advertisement business at least for the last one year. The work order/copy of agreement for advertisement work either executed or in progress should be submitted along with the bid.
- b. The current no dues certificate/performance report issued by the concerned organization who have issued the work order/award letter to the bidder should also be submitted.
- c. Current No dues certificate issued under the signature of CO/AC, Advertisement Department, SDMC.
- d. The bidder should not have made any losses in the last three financial years. Their net worth should be minimum 25% of the MRP of all the Toilet block sites/Subway under the jurisdiction of SDMC, as mentioned in the tender document. The last financial year (i.e. 31.03.2016) net worth of the company shall be considered for evaluating of technical bids, which should be duly certified by a Chartered Accountant.
- e. The Minimum annual average financial turnover of the bidder during the last three financial years must be as follows:

Site Wise Minimum Annual Average financial turnover is mentioned below:-

Sl. No.	Cluster Name	MRP (INR)	EMD (INR)	Minimum Average Annual financial turnover(INR)	Minimum Net Worth(INR)
1.	Cluster No.16, Existing Toilet Blocks at stretch from Ashram Chowk to Badarpur Border and from Badarpur Bordered Ashram Chowk, Mathura Road (NH-2), Central	Rs.6,86,594/-	Rs.7,80,500/-	Rs.86,72,760/-	Rs.21,68,190/-

Commercial Officer

	Zone				
Total		Rs.7,22,730/-	Rs.7,80,500 /-	Rs.86,72,760/-	Rs.21,68,190/-

Note:-1. The Department shall consider the bids of bidders for Cluster having different MRP upto as per his/her financial capacity and upto his/her minimum net.

The financial turnover of the bidder has to be from any legal business activity. The turnover of the bidder shall be ascertained from the following documents which the bidder is required to submit along with his bid:

- (i) Profit & Loss account statement of the bidder for the preceding three financial years showing the annual turnover duly certified by a Chartered Accountant; (FY 2013-14 onwards)
 - (ii) Audited Balance sheet of the bidder for the preceding three financial years showing the annual turnover duly certified by a Chartered Accountant; (FY 2014-15 onwards)
 - (iii) Complete copy of income Tax Returns, showing the bank account number of the bidder for the preceding three financial years; (FY 2015-16 onwards)
 - (iv) Details of bank account (as reflected in the I.T. Returns) with bank statement of the bidder for the last 12 months.
- f. Any bidder or Director/Partner/proprietor of any firm who have been /is associated in any manner with a Firm/Company/Organization, who has not cleared past dues, if any, of SDMC/ erstwhile MCD or has been black-listed by either erstwhile MCD or SDMC / NDMC / EDMC, or any Govt. organization /Ministry /PSUs Autonomous Body shall not be eligible to participate in the tender and such participation will be rejected, summarily.

The bidder need to submit an Affidavit in this regard clearly mentioning that all the directors/partners or proprietor are /is/ were /was not associated to any firm/company/organization in any manner who have not cleared past dues of SDMC/Erstwhile MCD or also not associated in past and present to the firm/company/organization in any manner who has been black-listed by either erstwhile MCD or SDMC / NDMC / EDMC, or any Govt. organization /Ministry /PSUs Autonomous Body.

4. Documents to be submitted with tender form:

Part-I, Technical Bid:

The Bidder shall be required to submit following certificates/undertakings and documents in the technical bid. The Technical bid shall be kept in separate sealed cover super scribing '**Part I -Technical Bid**' - "**Tender for allotment of advertisement rights through designated Cluster No.16 of Existing Toilet Blocks at stretch from Ashram Chowk to Badarpur Border and from Badarpur Bordered Ashram Chowk, Mathura Road (NH-2), Central Zone under the jurisdiction of SDMC**". This sealed cover shall contain:-

- a) Bid Application in Format given at '**Annexure-2**'.
- b) Power of Attorney in the name of the Authorized Signatory in Format given at '**Annexure-3**'.
- c) The tender documents may be downloaded through SDMC's website www.mcdonline.gov.in. The requisite tender Fee of Rs. 40,000/- (Rupees

- Forty Thousand Only) for participation in tender shall be deposited by way of demand draft/pay order payable at Delhi drawn in favour of Commissioner, SDMC along with submission of the bid.
- d) No Dues Certificate issued by SDMC under the signature of CO/AC Advertisement, SDMC.
 - e) Basic information of bidder as per '**Annexure-4**'.
 - f) Requisite Earnest Money (Mentioned as mentioned above) in the form of Bank Draft/Demand Draft/Bankers Cheque in favour of Commissioner, SDMC.
 - g) Document in favour of eligibility criteria mentioned at para No. 3 shall be the part of technical bid.
 - h) Complete tender document duly signed and under the seal of Sole Proprietorship firm, Partnership firm, Registered Society/Registered Co-operative Society, Public Limited Company or a Private Limited Company.
 - i) The bidder should also submit the duly filled and signed Performa of eligibility criteria as per the annexed Performa at **annexure-'9'**.
 - j) Affidavit on non-judicial stamp paper of Rs. 100/- as per clause 3 sub clause (f), as mentioned at **annexure-'10'**.
 - k) The bidder should submit an index duly signed by the authorized signatory showing all the documents attached in the technical bid with their page numbers as per Performa annexed at **annexure-'11'**.

Part-II, Financial Bid:

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

- 1) Financial Quote for each site shall be quoted separately as per Format given at '**ANNEXURE-7**'.

Note 1:- The tentative bidders are advised to submit the quoted rates for each site as mentioned in "Annexure 1" in a separate sealed cover.

- 2) **The financial bid of Cluster shall be kept in separate sealed cover super scribing the "Financial bid for Cluster at Serial No.____(Name of Cluster)" i.e. 'Part II - Financial Bid - "Tender for allotment of advertisement rights through designated Cluster No.16 of Existing Toilet Blocks at stretch from Ashram Chowk to Badarpur Border and from Badarpur Bordered Ashram Chowk, Mathura Road (NH-2), Central Zone under the jurisdiction of SDMC"**.
- 3) The two envelopes as stated above i.e. Part-I and Part-II shall be further sealed and kept in an envelope super-scribing '**Bid - "Tender for allotment of advertisement rights through designated Cluster No.16 of Existing Toilet Blocks at stretch from Ashram Chowk to Badarpur Border and from Badarpur Bordered Ashram Chowk, Mathura Road (NH-2), Central Zone under the jurisdiction of SDMC"**', clearly mentioning the name, address of the agency/contractor submitting the bid. Any tender not accompanied with any of the above mentioned documents/information /certificates / undertakings /earnest money/ tender cost, is liable to be rejected, summarily. However, SDMC reserves the right to call for information/clarifications from the bidder.

5. Pre-Bid Meeting

- 1) SDMC shall hold a pre-bid meeting with the prospective bidders on date & time and at Address of the Venue mentioned in the NIT.
- 2) The Bidders will have to ensure that their queries for Pre-Bid meeting should reach at the address mentioned in the NIT by post, or e-mail on or before Date & time specified in the NIT.

6. Response to Pre-Bid Queries and Issue of Corrigendum

- 1) At any time prior to the last date for receipt of bids, SDMC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the tender document by way of corrigendum.
- 2) Prospective bidders are advised to regularly scan through SDMC website as corrigendum/amendments/clarification/reply to pre-bid query (if any), will be notified on the official website and no separate advertisement/communication in any other form will be made for this purpose.
- 3) Any such corrigendum shall be deemed to be incorporated into this tender document.
- 4) In order to afford prospective Bidders reasonable time in which to take the corrigendum into account in preparing their bids, SDMC may, at its discretion, extend the last date for the receipt of bids.
- 5) For any query from applicant, SDMC reserves the right not to offer clarification on any issue raised in a query. No extension of any dead line will be granted on this account that SDMC has not provided clarifications.

7. Bid Submission Instructions:

- a) The duly filled bid documents should be submitted on or before the due date and time. In case the due date is declared a holiday then due date will be next working day on same time.
- b) Tender form should be clearly filled 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.
- c) That the bid document, including the documents/certificates/undertakings etc. (all pages) must be signed and paged by the authorized signatory of the bidder.
- d) 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 bid not substantially responsive to all the requirements of the tender shall be at Bidder's own risk and may be liable for rejection.

8. 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:

- (i) If he has made misleading or false representations in the tender document submitted by him.
- (ii) If he has any pending dues with erstwhile MCD or SDMC.
- (iii) Any bidder who has been blacklisted by MCD or SDMC/NDMC/EDMC or any Govt. organization/Ministry /PSUs/ Autonomous body due to any reason.
- (iv) Any bidder who is found to have any interest in the disqualified/blacklisted agency /person /company for which the decision of the SDMC shall be final and binding on all the parties.
- (v) 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.
- (vi) Absence or omission of any document as required as per the tender documents, the concerned bidder shall be declared as not eligible and in that eventuality their financial bid shall not be considered.
- (vii) Fails to provide clarifications related thereto, when sought by SDMC within reasonable time.
- (viii) Any delay in receipt of tender documents through registered post/Speed post / courier shall render the tender invalid. Telegraphic / fax/ e-mail tender etc. shall be summarily rejected. Decision of SDMC in this regard shall be final and binding upon.
- (ix) 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. If any of bidder found indulged in such activity, then the bid of such bidder shall be summarily rejected and other legal actions shall be taken as per law.
- (x) The Technical Bid proposal should not include any financial bid information. A Technical Bid proposal containing any financial bid information shall be summarily rejected.
- (xi) Any superfluous document(s) not related to the mandatory criteria in company profile shall not be taken into account and no weight-age 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 document.
- (xii) 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.
- (xiii) Any interlineations, erasures, over-writing, additions, etc. will disqualify the Tender. Only cutting(s) will be allowed, subjected to signed by the authorized signatory.

9. Opening of Tender :

Tender shall be opened at the date and time specified in the NIT.

10. Bid Evaluation:

a. Technical Bid Evaluation

Responsiveness of bids submitted by all the Bidders shall be first examined with respect to Bid application, earnest money and tender fee, immediately after opening of the bids. Technical bids of all the responsive bids shall be evaluated as per criteria given in Para 3 (Eligibility criteria) above. All the technically qualified bidders shall be intimated by the Advertisement department/SDMC for opening of financial bid.

b. Financial Bid Opening/Evaluation:

- (i) Financial bids of the technically qualified bidders shall be opened.
- (ii) Bidders shall be ranked H-1, H-2, H-3 etc. in decreasing order of their financial offers. The selection will be on the basis of the highest monthly License fee quoted by the bidder (H-1) for each site as mentioned in the annexure '1' under the jurisdiction of SDMC. However, in the event that two or more Bidders quoting exactly the same bid amount, the H-1 bidder shall be decided either by obtaining spontaneous bids in sealed cover from all the bidder who have quoted the same H1 rate, which of course must be higher than their original quoted MLF or H-1 will be decided by way of a draw amongst the said bidders then and there itself in the presence of representative of bidders and decision of SDMC in this regard shall be binding on the all the party/bidders.
- (iii) If there is a case of any discrepancy in quoted amount in words and figures, then the amount quoted by the bidder in words shall be considered. The decision of SDMC in this regard shall be binding and final on the all the party/bidders

11. Acceptance of Tender/Bid:

- a. The validity of the offer given by the bidder shall be for 180 days from the date of submission of bid and the same cannot be withdrawn by the bidder before the expiry of validity period, otherwise EMD shall be forfeited and the bidder may be blacklisted for future tenders for two consecutive years.
- 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.
- c. ADVERTISEMENT RIGHT may be given to the highest bidder (at the discretion of the competent authority) only after acceptance of offer letter, completion of all the requisite formalities etc., even if there is valid single bidder. The decision of SDMC in this regard shall be binding and final on the all the party/bidders

12. Conflict of Interest

Applicants shall not have a conflict of interest (the "Conflict of Interest") that affects the tender process. Any Applicant found to have a Conflict of Interest will be disqualified. An Applicant may be considered to have a Conflict of Interest that affects the tender Process, if:

- (a) Such Applicant (or any constituent thereof) and any other Applicant (or any constituent thereof) have common controlling shareholders or other ownership interest, direct or indirect shareholding in an Applicant or a constituent thereof in the other Applicant(s) (or any of its constituents); or

- (b) A constituent of such Applicant is also a constituent of another Applicant; or
- (c) Such Applicant receives or has received any direct or indirect subsidy from any other Applicant, or has provided any such subsidy to any other Applicant; or
- (d) Such Applicant has the same authorized representative for purposes of this Proposal as any other Applicant; or
- (e) Such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Proposal of either or each of the other Applicant; or such Applicant has participated as a consultant to SDMC in the preparation of any documents, design or technical specifications of the Project.

13. Negotiations:

H-1 bidder may be called for negotiations (if any) at the sole discretion of SDMC. The Quoted/negotiated rate of the bidder below the MRP of any for the designated toilet block sites as mentioned in the annexure-'1' of tender document shall not be accepted. In case of failed negotiation, being the quoted/negotiated rate below the MRP, these sites will be retendered and H1 bidder who has failed in negotiation will not be allowed in the retendering.

14. Offer letter:

The bid (including negotiations, if any) submitted by the H-1 bidder shall be subject to acceptance by the Commissioner, SDMC or any other officer/authority authorized under DMC Act and accordingly the department shall issue offer letter to the H-1 bidder. The offer once accepted, shall be final and binding upon the firm. The agency shall be liable to complete all the requisite formalities (including but not limited to deposition of security deposit/performance guarantee, advance MLF, Undertaking by way of affidavit on a stamp paper of Rs 100/- duly notarized to the effect as per '**Annexure-5**' and the firm must get registered in the advertisement department, SDMC in case, the firm is not already registered in SDMC) as specified in offer letter, within **twelve working days** of issue of the offer letter. Only in exceptional circumstances, the department may consider the request of the advertiser for increase in no. of days for completion of all the requisite formalities subject to approval by Commissioner SDMC.

15. Agreement:

After successful completion of all the requisite formalities as mentioned in the offer letter, the 'H-1 bidder' (successful bidder), shall be liable to enter into an agreement with SDMC prior to issuance of allotment letter and within next **two working days** i.e. within fourteen working days after issue of offer letter, failing which the earnest money, Advance MLF, Security deposited shall be forfeited and offer so issued by the SDMC can be cancelled at the prerogative of SDMC. Further the 'H-1 bidder' (successful bidder) shall liable to be blacklisted & in such an event the registration shall also be cancelled. The agreement is to be executed on a non-judicial stamp paper of Rs. 100/- duly attested by Notary which is to be purchased and provided by the bidder. Agreement format shall be provided by the department along with offer letter and the agreement shall be subject to the provisions contained in the NIT/Tender documents and

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 may be entered on need or circumstantial basis as per the requirements of SDMC. The decision to this effect to be taken by the Commissioner, SDMC shall be final and binding. The bid documents (bid application, technical bid, financial bid and negotiation letter, if any) submitted by the bidder, reply to pre-bid query, if any, addendum, etc. shall form part of the agreement.

The Stamp Duty, if levied by Govt. 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/borne by the Contractor.

16. Allotment letter:

The SDMC shall issue an allotment letter to the successful bidder after execution of agreement/completion of all formalities of offer letter by the successful bidder with the SDMC.

17. Earnest Money Deposit / Security Deposit / Bank Guarantee/ Advance Monthly quarterly License Fee

(i) Earnest Money Deposit:

The bidder shall have to deposit Earnest money as mentioned in the tender document against the designated Cluster in the form of Bank Draft/Pay Order/Bankers Cheque for all sites, along with the bid. Bid submitted without the earnest money shall be summarily rejected. The earnest money deposited by the successful bidder shall be adjusted in advance license fee. The earnest money of unsuccessful bidders found not qualified on technical ground shall be refunded on written request of the bidder after opening of financial bid and the earnest money of remaining unsuccessful bidders shall be refunded on written request of bidder after award of work. However, the Earnest Money can be forfeited on account of any of the following reasons:

- (a) If the successful bidder (H-1 Bidder) does not accept the offer of allotment within twelve working days of issue of **offer letter** or if the bidder withdraws the proposal during the validity period specified in tender.
- (b) If the bidder does not respond to request for clarification of its proposal,
- (c) If the bidder fails to provide required information during the evaluation process,
- (d) If the bidder resorts to malpractices with an ulterior motive to affect 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.
- (e) If he has made misleading or false representations in the tender document submitted by him in the tender.

(ii) Security Deposit:

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 License Fee (MLF)** of the advertisement site **(as quoted by the advertiser /bidder or as negotiated),**

has to be deposited with in twelve working days after issue of offer letter 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 87 months. The EMD may be adjustable in the Security deposit or in the advance license fee. The security deposit will not be adjusted against M.L.F of the current 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.

(iii) Advance Monthly Quarterly MLF Payment:

Initially the three Month advance license fees (**Three times the MLF as quoted by the H-1 bidder (successful bidder) or as negotiated**) shall be payable by the H-1 bidder (successful bidder) within twelve working days from the issuance of offer letter and the date of commencement of contract/date of start of MLF shall be the immediate next date after completion of incubation period or date of start of display of advertisement whichever is earlier. The contractor shall deposit license fees of three months in advance through demand draft/pay order for the succeeding quarter, in the last day of the preceding quarter i.e. after depositing advance MLF for the first quarter (for eg. If date of start of MLF shall be 10 Jan to 09 April, then the advertiser shall be liable to deposit advance MLF for the next quarter (April-July) latest by 09 April. In case the last day of the quarter being a holiday, the working day preceding the holiday(s) shall be treated as last day for deposition of the license fees.

18. Interest on delay payment:

In case of failure on part of contractor to deposit the three month advance license fee in time i.e. in the last day of the preceding quarter (due date), interest @ 24 % per annum will be levied from the due date of deposit for complete month. In case of delay for even one day, the interest shall be payable for complete entire month. In case license fee is not paid within seven days after the due date, South DMC will be at liberty to take further action including proceeding for cancellation of contract/Black listing of firm/recovery of dues and for forfeiture of security deposit, etc.

19. Responsibility of the tenderer/bidder/applicant before offering bid.

- (i) The bidder shall be given the advertisement sites in the Cluster on "as is where is" basis. The bidder shall inspect the advertisement sites (each Toilet Block) of Cluster as per annexure "1" of tender document and may obtain necessary clarification, if any, regarding the same to his full satisfaction before offering the bid of the same. The bidder shall acquaint himself of all the local conditions and the advertisement Cluster.
- (ii) The bidder should bid the amount by considering its entire potential and South DMC will not be responsible for any decline in the potential of revenue at the advertisement site/site(s) 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 South DMC without any kind of response to the contractor and the contractor shall not be entitled to make any claim/remission on that account, except the circumstances as mentioned in clause 34 of Annexure 9 of tender document. The fees remission shall be restricted to the quoted price of site/sites of that particular toilet block site keeping in view that in the case, the site become not feasible due to start of construction activity of road/Metro/railway and any another such activity which seriously affect the prospect of display of advertisement. No remission will be allowed due to hindrance by any person, group etc.

- (iii) The remission can also be allowed by the competent authority in some other exceptional circumstances involving natural calamity beyond the control of any person, keeping the Cluster or part thereof without display of advertisement as per approval/ order of the competent authority, South DMC or when the site/site(s) is required by some government agency for public purpose. South DMC may consider the request on case to case basis on facts and circumstances subject to verification/ confirmation by the concerned department. The decision of the competent authority i.e., Commissioner, SDMC in this regard shall be final and binding.
- (iv) Each bidder must conduct survey of the designated site as mentioned in **Annexure "1"** and make independent evaluation of the scope of work. No bidder can hold the South-DMC responsible for not understanding the scope of work. Bidders are free to visit the said advertisement sites as mentioned in **Annexure "1"**.

20. Incubation Period :

The Incubation period permitted shall be of 60 days from the date of issue of allotment letter (excluding the date of issue of Allotment letter) & 90 days for Two Smart Toilets as mentioned at Sr. 1 and 3 in **Annexure -'1'**. The incubation period is allowed for setting up for display(s) including installation of non-conventional source of energy connection and electrical fittings and fixtures etc., as may be required. The date of start of monthly license fee shall be from the day next to the date of expiry of the incubation period or from the actual date of display of advertisement whichever is earlier. However, in the incubation period, if in any case the commercial displays started by the contractor, the license fee shall be charged for that particular device(s) through which the commercials displayed only upto the period of expiry of incubation period and thereafter the license fee shall be started from the day after expiry of incubation period of the awarded cluster. However, in exceptional circumstances beyond the control of department and contractor, the incubation period may be extended after examining the genuineness of the case and after taking approval of the Commissioner SDMC. The decision of the Commissioner SDMC shall be final and binding in this regard.

21. Duties and responsibilities of the Advertiser/ Contractor

- (a) **Non- Transfer of advertising rights:** No subletting of the advertisement sites is permissible. The contractor shall manage these advertisement sites by himself/ itself or through his /its employees but shall not be allowed to sublet these advertisement sites to any other person/agency/ firm. If at any point of time it is found that the any site(s) have been sublet the contract shall be liable for cancellation along with forfeiture of Security deposit and blacklisting of firm.

- (b) **Design of Display:** Each Toilet Block shall be of standard size as prescribed/already constructed in shape. The advertisement display shall be strictly in accordance with the specific provisions as laid down in the DMC Act (Tax on advertisement other than advertisement published in newspaper) Bye-laws, 1996 (as amended up-to-date) (hereinafter referred to as "amended bye-laws, 1996"), Outdoor Advertisement Policy 2017 approved by the Hon'ble Supreme Court and terms & conditions of allotment or any other policy in force.
- For, construction of Two Smart Toilets, the Successful H-1 bidder shall submit architectural and engineering drawing and design for Two Smart Toilets as mentioned in 'Annexure-1', within the stipulated time mentioned in the Offer Letter. The final Design selected by the SDMC will be informed to the successful H-1 bidder before/along with issuance of Allotment Letter.
- (c) **Electricity Connection for Illuminated Display:** The advertiser shall obtain electricity connection for illuminated display at the allotted site in his own name or install solar energy system, for which South DMC shall provide him necessary No Objection Certificate, on his specific request. In this regard, all charges / dues shall be payable by the advertiser directly to the concerned electricity company. No generator set shall be allowed for this purpose.
- (d) **Statement of Account of Advertisement displayed:** The advertiser shall maintain proper record of the advertisement displayed by him in respect of each advertisement made through toilet block as mentioned in Annexure '1' and produce the same on demand before the Commissioner or any other authorized by him in this behalf. The advertisers shall also submit true monthly statement showing the number of advertisement displayed during the preceding months.
- (e) The contractor shall submit the quarterly report of Self-declaration as per '**Annexure-6**'.
- (f) **Matter of Advertisement :** The advertiser before installing any advertisement for display through toilet blocks, a copy of the matter of advertisement to be displayed shall submit to Commercial Officer, Advertisement Department, South DMC 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 and Outdoor Advertisement Policy. The decision of the Commissioner or any other officer authorized by him in this respect shall be final.
- (g) **Mandatory display of certain information :** The advertiser shall display the following information on display on the front side of the advertisement device :
- South DMC Logo
 - Name of the advertiser
 - Allotment letter date and no.
 - Period of permission.


Commercial Officer
Advertisement Department / SDMC
2nd Floor, Civic Centre, Minto Road
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