

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

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

**OPEN TENDER FOR ALLOTMENT OF ADVERTISEMENT RIGHTS THROUGH
TOILET BLOCK/SUBWAY SITES ON MONTHLY LICENSE FEE BASIS UNDER
THE JURISDICTION OF SDMC**

TENDER NOTICE

No: CO/Tender-16/Advtt./2017/NIT/D-1529

Dated: 19/12/2017

Bids are invited on behalf of Commissioner, SDMC from eligible bidders for allotment of advertisement rights through designated Existing and New Toilet Block sites & Subways under the jurisdiction of SDMC on monthly license fee basis in two bid system (Technical and Financial), for a period of three years and further extendable up to two years subject to satisfactory performance of the firm and as decided by the Commissioner SDMC. The Advertisement rights through Toilet Block/Subway sites shall be awarded to the successful H-'1' bidder for display of advertisement at designated toilet block sites and Subway 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 evaluation criteria of technical and financial bid are mentioned in clause 10 of 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. 51 of pages from page 1 to 51. 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	09.12.2017, onwards
Pre Bid Meeting	21.12.2017, at 15.00 Hours at 25th Floor, Conference Hall, Civic Centre, New Delhi-110002
Date of Placement of Tender Box at 25th Floor for submission of bids	04.01.2018, 11.00 AM onwards
Last Date Of Submission of Tender Documents	05.01.2018, Till 15.00 Hours
Date & Time of opening of Technical bid	05.01.2018, 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 Tender Document elsewhere is eligible to submit bid for allotment of Advertisement rights through designated Toilet Block and Subway sites as mentioned in **annexure- 'I'** 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 bid for the Tender.

2. Site Details:

Detail of all advertisement sites (Toilet Block sites and Subways) including locations as specified in '**Annexure 1**' under the jurisdiction of SDMC.

Important Note:-

- A.** 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 sites 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, 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) There will be 10% increase on awarded MLF from the 3rd year of the contract and also during the time of extended period i.e. 4th & 5th year, if extended by the Commissioner SDMC.

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:-

South Zone

Sl. No.	Location of the Toilet Block	Size for Advertisement	Total Display Area	MRP	EMD (INR)	Minimum Average Annual financial turnover(INR)	Minimum Net Worth(INR)
1.	At corner of Sonia Gandhi Camp, Sector-7, R.K. Puram, Tamil Sangam Marg	(1) 28.5'x7' (one side) = 199.5 sq.ft (2) 2'x7' (two side) = 14 Sq. ft	213 Sq. ft	Rs. 31,311/-	Rs. 33,816/-	Rs. 3,75,732/-	Rs. 93,933/-
2.	At corner of Sonia Gandhi Camp, Sector-7, R.K. Puram, Tamil Sangam Marg	(1) 28'x8' (one side) = 224 Sq. ft (2) 2'x8' (two side) = 16 Sq. ft	240 Sq. ft	Rs. 35,280/-	Rs. 38,102/-	Rs. 4,23,360/-	Rs. 1,05,840/-
3.	At Near Metro Pillar No. P-87 & near Dhaula Kuan Metro Station	(1) 13.5'x8' (one side) = 108 Sq. ft (2) 2.4'x8' (two side) = 19.2 Sq. ft	127 Sq. ft	Rs. 26,270/-	Rs. 28,371/-	Rs. 3,15,240/-	Rs. 78,810/-
4.	Opp. Dhaula Kuan Metro Station & near footover bridge, Dhaula kuan	(1) 14'x7' (one side) = 98 Sq. ft (2) 2'x7' (two side) = 14 Sq. ft	112 Sq. ft	Rs. 16,464/-	Rs. 17,781/-	Rs. 1,97,568/-	Rs. 49,392/-
5.	Near Police Post Subroto Park & Opp. H.P. Petrol Pump, Dhaula Kuan	(1) 13.3'x7' (one side) = 93.1 Sq. ft (2) 2.4'x7' (two side) = 16.8 Sq. ft	110 Sq. ft	Rs. 23,100/-	Rs. 24,948/-	Rs. 2,77,200/-	Rs. 69,300/-
6.	Opp. Hyatt Hotel, Swami Vivekanand Marg, T-point of Ring	(1) 13'x7.5' (one side) = 97.5 Sq. ft (2) 3'x7.5' (two	120 Sq. ft	Rs. 25,200/-	Rs. 27,216/-	Rs. 3,02,400/-	Rs. 75,600/-

	Road	side) = 22.5 Sq. ft					
7.	Near Kashmiri Market, R.K. Puram, Sector-1, Swami Vivekanand Marg	(1) 13.6'x7.5' (one side) = 102 Sq. ft (2) 3'x7.5' (two side) = 22.5 Sq. ft	124 Sq. ft	Rs. 18,228/-	Rs. 19,686/-	Rs. 2,18,736/-	Rs. 54,684/-
8.	Adjoining SDMC Malaria Office, R.K. Puram, Sector-1, Swami Vivekanand Marg	(1) 13.5'x7' (one side) = 94.5 Sq. ft (2) 2.4'x7' (two side) = 16.8 Sq. ft	111 Sq. ft	Rs. 16,317/-	Rs. 17,622/-	Rs. 1,95,804/-	Rs. 48,951/-
9.	Opp. Metro Pillar No.P-12, Andheria More, M.G. Road, FTC Aya Nagar Border to Lado Sarai	(1) 17'x7' (one side) = 119 Sq. ft (2) 3.1'x7' (two side) = 21.7 Sq. ft	141 Sq. ft	Rs. 42,300/-	Rs. 45,684/-	Rs. 5,07,600/-	Rs. 1,26,900/-
10.	Opp. PWD Electric Pole No. P-13/PP-1, Anuvert Marg, Road going to Qutab	(1) 13.5'x7' (one side)	95 Sq. ft	Rs. 13,965/-	Rs. 15,082/-	Rs. 1,67,580/-	Rs. 41,895/-
11.	At entrance of Metro Enclave, Pushp Vihar, Press Enclave Road	(1) 12.9'x7.5' (one side) (2) 2.3'x7.5' (two side)	114 Sq. ft	Rs. 16,758/-	Rs. 18,099/-	Rs. 2,01,096/-	Rs. 50,274/-
12.	Near Sheikh Sarai Authority, BRT Corridor	15'x7'	105 Sq. ft	Rs. 15,435/-	Rs. 16,670/-	Rs. 1,85,220/-	Rs. 46,305/-
13.	Near G-Block Saket RWA Gate entry gate & Dhalao, M.B. Road, FTC Mehrauli to Badar Pur	11.3'x6'	68 Sq. ft	Rs. 9,996/-	Rs. 10,796/-	Rs. 1,19,952/-	Rs. 29,988/-
14.	Opp. PWD Electric Pole No. 25, Katwaria Sarai, Sahid Jeet Singh Marg	15'x8'	120 Sq. ft	Rs. 17,640/-	Rs. 19,051/-	Rs. 2,11,680/-	Rs. 52,920/-

Central Zone

Sl. No.	Location of the Toilet Block	Size for Advertisement	Total Display Area	MRP	EMD (INR)	Minimum Average Annual financial turnover(INR)	Minimum Net Worth(INR)
1	Toilet Block at Mathura Road, near Nizamuddin PS	7' x 13'6"	95 Sq. ft	Rs. 28,500/-	Rs. 30,780/-	Rs. 3,42,000/-	Rs. 85,500/-
2	Toilet block along side park near Police booth, Nizamuddin Basti.	7' x 20'6"	144 Sq. ft	Rs. 43,200/-	Rs. 46,656/-	Rs. 5,18,400/-	Rs. 1,29,600/-
3	Toilet Block near Erozi Cinema Complex, Jangpura	7' x 13'6"	95 Sq. ft	Rs. 13,965/-	Rs. 15,082/-	Rs. 1,67,580/-	Rs. 41,895/-
4	Toilet Block at Defence Colony, near existing Toilet Block	7' x 13'6"	95 Sq. ft	Rs. 19,950/-	Rs. 21,546/-	Rs. 2,39,400/-	Rs. 59,850/-

5	Toilet Block on Firoz Gandhi Marg, near bus stand in Lajpat Nagar III	6'6"x37' (front); two side slots of 6'6"x6'6" each.	288 Sq. ft	Rs. 86,400/-	Rs. 93,312/-	Rs. 10,36,800/-	Rs. 2,59,200/-
6	Toilet block at Ramesh Market, Garhi	7'x13'6"	95 Sq. ft	Rs. 19,950/-	Rs. 21,546/-	Rs. 2,39,400/-	Rs. 59,850/-
7	Toilet block at Central Market, DDA Flats, Kalkaji	13'x7'	91 Sq. ft	Rs. 19,110/-	Rs. 20,639/-	Rs. 2,29,320/-	Rs. 57,330/-
8	Toilet block in front of Shivalik Apartments, adj. Rajesh Pilot Park	7'x13'6"	95 Sq. ft	Rs. 19,950/-	Rs. 21,546/-	Rs. 2,39,400/-	Rs. 59,850/-
9	Toilet Complex near 490 bus stand, DDA flats, Kalkaji	7'x13'6"	95 Sq. ft	Rs. 13,965/-	Rs. 15,082/-	Rs. 1,67,580/-	Rs. 41,895/-
10	Behild Dhalao on Veer Savarkar Marg, Lajpat Nagar	7'x13'6"	95 Sq. ft	Rs. 15,200/-	Rs. 16,416/-	Rs. 1,82,400/-	Rs. 45,600/-
11	Near Modi Tower, Nehru Place Dist Centre.	7'x13'6"	95 Sq. ft	Rs. 13,965/-	Rs. 15,082/-	Rs. 1,67,580/-	Rs. 41,895/-

West Zone

Sl. No.	Location of the Toilet Block	Display size	Total Display Area	Total MRP proposed	EMD (INR)	Minimum Average Annual financial turnover(INR)	Minimum Net Worth(INR)
1	Club Road Near Bikaner Sweets, West Punjabi Bagh	14'x7' (Single Display) = 98 Sq. ft	98 Sq. ft	Rs.19,894/-	Rs. 21,485/-	Rs. 2,38,728/-	Rs. 59,682/-
2	Under Tilak Nagar Flyover, Shivaji Market	14'x7' (Single Display) = 98 Sq. ft	98 Sq. ft	Rs.19,894/-	Rs. 21,485/-	Rs. 2,38,728/-	Rs. 59,682/-
3	Najafgarh Road Near Police Station, Tilak Nagar	14'x7' (Single Display) = 98 Sq. ft	98 Sq. ft	Rs.19,894/-	Rs. 21,485/-	Rs. 2,38,728/-	Rs. 59,682/-
4	Ladies Toilet Block, District Centre, Janak Puri	20'x7' (Single Display) = 140 Sq. ft	140 Sq. ft	Rs.19,880/-	Rs. 21,470/-	Rs. 2,38,560/-	Rs. 59,640/-
5	Jail Road, Opposite Om Sweets	14'x7' (Single Display) = 98 Sq. ft	98 Sq. ft	Rs.19,894/-	Rs. 21,485/-	Rs. 2,38,728/-	Rs. 59,682/-
6	Opposite Gate No.3, Tihar Jail, Jail Road	20'x10' (Single Display) = 200 Sq. ft	200 Sq. ft	Rs.28,400/-	Rs. 30,672/-	Rs. 3,40,800/-	Rs. 85,200/-

Najafgarh Zone

Sl. No.	Location of the Toilet Block	Display size	Total Display Area	Total MRP proposed	EMD (INR)	Minimum Average Annual financial turnover(INR)	Minimum Net Worth(INR)
1	Public Health Centre, Najafgarh	10'x4' (Single Display)	40 Sq. ft	Rs.3,960/-	Rs. 4,277/-	Rs. 47,520/-	Rs. 11,880/-
2	Old Gurgaon Rd., Kapashera	14'x7' (Single Display)	98 Sq. ft	Rs.9,702/-	Rs. 10,478/-	Rs.1,16,424/-	Rs. 29,106/-
3	After HP petrol pump, Yash	14'x7' (Single Display)	98 Sq. ft	Rs.9,702/-	Rs. 10,478/-	Rs.1,16,424/-	Rs. 29,106/-

	Filling Stations, Dhansa Turn opp. MCD office, Najafgarh						
4	Nr. Barat Ghar, Dabri	20'x7' (Single Display)	140 Sq. ft	Rs.13,860/-	Rs. 14,969/-	Rs.1,66,320/-	Rs. 41,580/-

Existing Toilet Block and Subway Sites.

S.No	Location of Site	Utility Name/Zone	Display size/ Total Display Area	MRP	EMD (INR)	Minimum Average Annual financial turnover(INR)	Minimum Net Worth(INR)
1.	Site No.9, Ashram Chowk	Toilet Block/CNZ	Display - 01, (6'.7"x20')	Rs. 1,62,000/-	Rs. 1,74,960/-	Rs. 19,44,000/-	Rs. 4,86,000/-
2.	Site No. 1, Lala Lajpat Rai Market, Opp. Canara Bank, Nehru Place, New Delhi	Toilet Block/CNZ	Display - 03, (17'x 6'.7", 21'.5" x 6'.7" & 17'.4"x 6'.7")	Rs. 1,80,000/-	Rs. 1,94,400/-	Rs. 21,60,000/-	Rs. 5,40,000/-
3.	DDA Market, Nehru Place, New Delhi	Toilet Block/CNZ	Display - 01, (6'.8" x 39')	Rs. 1,37,700/-	Rs. 1,48,716/-	Rs. 16,52,400/-	Rs. 4,13,100/-
4.	At Panchshil Club, Opp. Flyover	Toilet Block/SZ	Display - 03, (19'10" x 7', 7'x 26'.4" & 15' x 7")	Rs. 1,89,000/-	Rs. 2,04,120/-	Rs. 22,68,000/-	Rs. 5,67,000/-
5.	Site No. 1, Aurobindo Marg, at Aurobindo Market	Toilet Block/SZ	Display - 02, (21' x 6'10", 41'6"x6'.10")	Rs. 1,62,000/-	Rs. 1,74,960/-	Rs. 19,44,000/-	Rs. 4,86,000/-
6.	Near Dhalao, Tagore Garden, Opp. Metro	Toilet Block/WZ	Display - 03, (8' x 7', 22' x 7' & 8'.7)	Rs. 48,600/-	Rs. 52,488/-	Rs. 6,29,856/-	Rs. 1,57,464/-
7.	Near Sahi Hospital, GK-I, New Delhi	Toilet Block/SZ	Display - 03 (8'X16', 8'X16', 8'X16')	Rs. 1,26,978/-	Rs. 1,37,136/-	Rs. 15,23,736/-	Rs. 3,80,934/-
8.	ITI Arab ki Sarai, Nizamuddin	Subway/CNZ	960 sq.ft	Rs. 3,18,330/-	Rs. 3,43,796/-	Rs. 38,19,960/-	Rs. 9,54,990/-
9.	CGO Complex	Subway/CNZ	627 sq.ft	Rs. 5,84,820/-	Rs. 6,31,606/-	Rs. 70,17,840/-	Rs. 17,54,460/-
10.	Ganesh Nagar, Najafgarh Road	Subway/WZ	785 sq.ft	Rs. 80,820/-	Rs. 87,286/-	Rs. 9,69,840/-	Rs. 2,42,460/-
11.	Near Batra Glitz Cinema, New Friends Colony, New Delhi, Central Zone (Last MLF Rs. 1,73,153/-	Toilet Block/CNZ	Display - 03 (8'X10', 8'X40', 8'X16')	Rs. 1,90,468/-	Rs. 2,05,705/-	Rs. 22,85,616/-	Rs. 5,71,404/-

Note:-1. A prospective bidder can apply for one or more or all Toilet Block and Subway sites as per his financial capability subject to fulfilment of Criteria of Minimum Average Annual Financial Turnover and Minimum Net Worth mentioned against each site above.

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)

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

	Filling Stations, Dhansa Turn opp. MCD office, Najafgarh						
4	Nr. Barat Ghar, Dabri	20'x7' (Single Display)	140 Sq. ft	Rs.13,860/-	Rs. 14,969/-	Rs.1,66,320/-	Rs. 41,580/-

Existing Toilet Block and Subway Sites.

S.No	Location of Site	Utility Name/Zone	Display size/ Total Display Area	MRP	EMD (INR)	Minimum Average Annual financial turnover(INR)	Minimum Net Worth(INR)
1.	Site No.9, Ashram Chowk	Toilet Block/CNZ	Display - 01, (6'7"x20')	Rs. 1,62,000/-	Rs. 1,74,960/-	Rs. 19,44,000/-	Rs. 4,86,000/-
2.	Site No. 1, Lala Lajpat Rai Market, Opp. Canara Bank, Nehru Place, New Delhi	Toilet Block/CNZ	Display - 03, (17'x 6'7", 21'5" x 6'7" & 17'4"x 6'7")	Rs. 1,80,000/-	Rs. 1,94,400/-	Rs. 21,60,000/-	Rs. 5,40,000/-
3.	DDA Market, Nehru Place, New Delhi	Toilet Block/CNZ	Display - 01, (6'8" x 39')	Rs. 1,37,700/-	Rs. 1,48,716/-	Rs. 16,52,400/-	Rs. 4,13,100/-
4.	At Panchshil Club, Opp. Flyover	Toilet Block/SZ	Display - 03, (19'10" x 7', 7'x 26'4" & 15' x 7")	Rs. 1,89,000/-	Rs. 2,04,120/-	Rs. 22,68,000/-	Rs. 5,67,000/-
5.	Site No. 1, Aurobindo Marg, at Aurobindo Market	Toilet Block/SZ	Display - 02, (21' x 6'10", 41'6"x6'10")	Rs. 1,62,000/-	Rs. 1,74,960/-	Rs. 19,44,000/-	Rs. 4,86,000/-
6.	Near Dhalao, Tagore Garden, Opp. Metro	Toilet Block/WZ	Display - 03, (8' x 7', 22' x 7' & 8'7')	Rs. 48,600/-	Rs. 52,488/-	Rs. 6,29,856/-	Rs. 1,57,464/-
7.	N-Block Market, G.K-I, New Delhi	Toilet Block/SZ		Rs. 1,09,009/-	Rs. 1,17,730/-	Rs. 13,18,800/-	Rs. 3,29,700/-
8.	Near Sahi Hospital, GK-I, New Delhi	Toilet Block/SZ		Rs. 1,26,978/-	Rs. 1,37,136/-	Rs. 15,23,736/-	Rs. 3,80,934/-
9.	ITI Arab ki Sarai, Nizamuddin	Subway/CNZ	960 sq.ft	Rs. 3,18,330/-	Rs. 3,43,796/-	Rs. 38,19,960/-	Rs. 9,54,990/-
10.	CGO Complex	Subway/CNZ	627 sq.ft	Rs. 5,84,820/-	Rs. 6,31,606/-	Rs. 70,17,840/-	Rs. 17,54,460/-
11.	Ganesh Nagar, Najafgarh Road	Subway/WZ	785 sq.ft	Rs. 80,820/-	Rs. 87,286/-	Rs. 9,69,840/-	Rs. 2,42,460/-
12.	Near Batra Glitz Cinema, New Friends Colony, New Delhi, Central Zone (Last MLF Rs. 1,73,153/-	Toilet Block/CNZ		Rs. 1,90,468/-	Rs. 2,05,705/-	Rs. 22,85,616/-	Rs. 5,71,404/-

Note:-1. A prospective bidder can apply for one or more or all Toilet Block and Subway sites as per his financial capability subject to fulfilment of Criteria of Minimum Average Annual Financial Turnover and Minimum Net Worth mentioned against each site above.

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 2013-14 onwards)
 - (iii) Complete copy of income Tax Returns, showing the bank account number of the bidder for the preceding three financial years; (FY 2013-14 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.

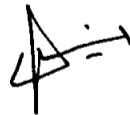
The bidder need to submit an Affidavit in this regard clearly mentioning that all the directors/partners or proprietor are /is/ were /was not associated to any firm/company/organization in any manner who have not cleared past dues of SDMC/Erstwhile MCD or also not associated in past and present to the 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 new and existing toilet block sites/subways under the jurisdiction of SDMC**". This sealed cover shall contain:-

- a) Complete tender document, each page duly signed by the authorized signatory.
- b) Bid Application in Format given at '**Annexure-2**'.
- c) Power of Attorney in the name of the Authorized Signatory in Format given at '**Annexure-3**'.
- d) 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 favor of Commissioner, SDMC along with submission of the bid.
- e) No Dues Certificate issued by SDMC under the signature of CO/AC Advertisement, SDMC.
- f) Basic information of bidder as per '**Annexure-4**'.



- g) The bidder/s shall mention his order of preference of site/sites in **annexure '7'** which shall be considered for order of opening of his financial bid/s for site/sites.
- h) Requisite Earnest Money (Mentioned in Annexure-'1') in the form of Bank Draft/Demand Draft/Bankers Cheque in favour of Commissioner, SDMC.
- i) Document in favour of eligibility criteria mentioned at para No. 3 shall be the part of technical bid.
- j) 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.
- k) The bidder should also submit the duly filled and signed Performa of eligibility criteria as per the annexed Performa at **annexure-'10'**.
- l) Affidavit on non-judicial stamp paper of Rs. 100/- as per clause 3 sub clause (f), as mentioned at **annexure-'11'**.
- m) 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-'12'**.

Part-II, Financial Bid:

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

- 1) Financial Quote for the advertisement sites as mentioned in Annexure '1' in the Format given at **'ANNEXURE-'8'**. **The bidder can select any site (i.e. Toilet Block/Subway) from the designated site or all designated sites indicating quote price for each toilet block/Subways for advertisement rights.**
- 2) The financial bid shall be kept in separate sealed cover super scribing **'Part II - Financial Bid - "Tender for allotment of advertisement rights through designated toilet block sites/Subways as mentioned in the annexure-'1' 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 toilet block sites/Subways 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. Any bidder may apply for a single toilet block site/Subway (As mentioned in annexure-1) or more as per his financial capability.

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 Toilet Block 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 H-1 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 shall 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

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/Subway 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 H-1 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, as mentioned in Annexure -'7', 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 **seven 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 nine 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.



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

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 of 1.5 times of the MRP of the selected designated toilet block site/site(s) 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 7 working days (seven 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 seven 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 39 months. The EMD may be adjustable in the Security deposit or 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 seven 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 on "as is where is" basis. The bidder shall inspect the advertisement sites of the zone 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 zone.
- (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/Subway/Wall Wrap 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 or govt. agency 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 zone 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 15 days from the date of issue of allotment letter (excluding the date of issue of Allotment letter) & the same shall not be extendable. 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, as may be required. The monthly licence fee shall be payable by the contractor 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.

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/Subway/Wall Wrap shall be of standard size as prescribed/already constructed in shape by the department. 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 2007 approved by the Hon’ble Supreme Court and terms & conditions of allotment.
- (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/subway/wall wrap 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 monthly report of Self-declaration as per ‘**Annexure-6**’.
- (f) **Matter of Advertisement :** The advertiser before installing any advertisement for display through toilet block/subway, 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.

South DMC reserves the right to add or delete the contents on the information panel during the currency of the agreement and it shall be binding on the advertiser to follow that. In case any site is found without any information board, it shall be treated as an unauthorized site and penal action including removal of the site shall be taken.

- (h) **Loss to South DMC:** The advertiser shall be bound to indemnify and reimburse South DMC for all claims, demands, loss charges, cost and expenses which it may have to incur or which accrue on account of infringement of any of these conditions by the advertiser.
- (i) **Damage to the public/ private property:** The advertiser shall be responsible for damage caused to public/private property during display of advertisement. South DMC 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/ 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.
- (j) **Precautions:** The advertiser shall display the advertisement after installing display at the designated sites in a proper manner taking all precautions against electrocution and Corporation shall not be responsible for any negligence, injury or casualty resulting from the installation, removal or upkeep of the advertisement device & display.
- (k) **RESPONSIBILITY OF ADVERTISEMENT SITES/ DEVICES :** The South DMC shall not be responsible for damage or theft of frames, structures fixed at the site by the contractor or for any temporary obstruction caused to the advertisement including pasting of posters etc by any person/political party on the advertisement device(s). It shall be primary responsibility of the allottee to safeguard and protect their advertisement site(s)/ device(s).
- (l) **Removal of advertisement display:** The contractor/advertiser shall remove the advertisement display, if any, after the expiry of the contract period or if any unauthorized advertisement is displayed at the site, the new contractor or the South DMC shall have the right to cause such display to be removed for which the previous contractor shall have no right to claim any damages. No extension of time for removal of displays 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 latest by the forenoon of the day following the date on which the contract expires.

22. Breach of Agreement :

South DMC shall have the right to terminate/determine the license and forfeit the security deposit(s) etc., if the contractor commits breach of any of the terms and conditions of this agreement. In case, the contractor wishes to get the license restored/ renewed, the Commissioner, SDMC or any other officer authorized by him, in this behalf may on consideration of a representation (of the previous contractor) restore the advertisement display(s) through toilet block/subway, subject to deposition of a composition fees of 5% the total bid amount as restoration charges along with license fee for the intervening period and penalty with interest etc. for the intervening period & provided that the request for restoration (of contract) is made within 10 days of the rescission of contract by the previous contractor or before the floating date of the tender of the same advertising sites as awarded to the previous contractor whichever is earlier.

23. Blacklisting and cancellation of Registration :

The contractor, if any time, found engaged in any kind of malpractice(s) including default in payment of dues and violating any terms and condition of tender document and the allottee shall be liable to be blacklisted and his security amount/ earnest money/ deposit shall be forfeited and registration of advertiser shall be cancelled.

24. Compliance of any change/revision in policy/ modification in terms and conditions of allotment :

In case of implementation of any new comprehensive advertisement policy or any direction by Court of Law or advertisement device(s) or part thereof being required by the Government/ Corporation, South DMC retains the right to cancel the license agreement of advertisement contracts by giving one months' notice in writing and the contractor will not be allowed any extension on any ground whatsoever. Any loss of revenue to the contractor on above conditions shall not be borne by South DMC.

25. SURRENDER

- (i) In the case of surrender of the advertisement contract, the contractor shall have to give at least 90 days' notice, but not before the lapse of 9 months of the start of the contract, so as to enable the South DMC to examine the notice and to take decision and to make alternative

