

**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 11 CLUSTERS OF UNIPOLE SITES IN CENTRAL ZONE, 02 CLUSTERS OF SOUTH ZONE AND 01 CLUSTER OF WEST ZONE ON MONTHLY LICENSE FEE BASIS UNDER THE JURISDICTION OF, SDMC

TENDER NOTICE

No: CO/Tender/SZ/Advtt./SDMC/2016/NIT/D- | 0 |

Dated: 25/04/2016

Bids are invited on behalf of Commissioner, SDMC from eligible bidders for allotment of advertisement rights through 11 Clusters of Unipoles sites in Central Zone, 02 Clusters of Unipole sites in South Zone and 01 Cluster of Unipole sites in West Zone for display of advertisement 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 to another period of two years subject to satisfactory performance of the firm and as decided by the Commissioner SDMC. **The bidder can bid for 1 or more or all clusters as per his financial capabilities as mentioned in clause 3 of tender document.** The Advertisement cluster/s shall be awarded to the successful H-'1' bidder/bidders for display of advertisement through Unipoles of approved design at designated sites as mentioned in **Annexure "1"** 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 Deposit and requisite tender fee for each cluster/clusters and other documents as mentioned in the tender document.

The tender documents may be downloaded through SDMC's website www.mcdonline.gov.in, and payment of 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. of 80 pages from page 1 to 80. 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	26.04.16, onwards
Pre Bid Meeting	03.05.16, 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	13.05.16, 11.00 AM onwards
Last Date Of Submission of Tender Documents	17.05.2016, Till 15.00 Hours
Date & Time of opening of Technical bid	17.05.2016, 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)

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 cluster/clusters of Central Zone, South Zone and West Zone under the jurisdiction of SDMC as mentioned in **Annexure '1'**. The firm shall get itself registered with the Advertisement Department SDMC in appropriate category (if not registered already) within ten working days after issuance of offer letter to the firm. **The bidder/s shall bid for any or all of the clusters as per his Minimum Annual Average Financial Turnover and net worth as mentioned under Clause '3' of tender document.**

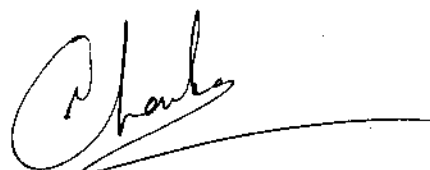
2. Site Details:

Detail of all advertisement sites through clusters (i.e. 11 Clusters of Central Zone, 02 Clusters of South Zone and 01 Cluster of West Zone) including location, latitude & longitude, Monthly MRP (**Minimum Reserve Price**) and **EMD** of each cluster within the jurisdiction of SDMC are specified in '**Annexure '1'**'.

Important Note:-

- A.** All the bidders are advised to visit all these locations and make assessments of revenue potential of these clusters before bidding. No claim shall be entertained after bid submission regarding feasibility of site/s in terms of single side display or double side display or any other claims. The details of all advertisement sites on '**as is where is**' basis are mentioned in **Annexure "1"**.
- B.** The H-1 bidder (successful bidder of each cluster) shall erect/install structures for display of advertisement only on the earmarked sites by SDMC (As per locations mentioned in respective clusters in **Annexure '1'**). However location of individual unipole site may be altered by the bidder during incubation period in the same cluster having equivalent monthly MRP after getting approval from the Advertisement Department SDMC, due to below mentioned reasons. However no request for extension of incubation period shall be entertained in this regard.

Only following reasons may be considered by the Advertisement Department SDMC for change of site/s:



- (i)** Any underground services/ any other similar hindrance below the ground level duly confirmed by Advertisement Department of SDMC, which obstructs the construction of foundation for installation of Unipoles.
- (ii)** Sudden change in status of site and site found in contravention with the OAP 2007 or the policy in force at that time due to new development/ improvement of road parameters such as widening of road, construction/improvement of footpath, construction of rotary, installation of traffic regulatory signs/lights and improvement of other road features etc.
- (iii)** In case, the site becomes not feasible due to start of construction activity of road/Metro/ railway and which seriously affect the prospect of display of advertisement.

C. Following are the necessary conditions to be followed at the time of submitting request for change in site due to above mentioned reasons:

- (i)** The changed location must be strictly as per provisions of OAP 2007 or the policy in force at that time. The advertiser must give an affidavit in this regard. However, the decision of the commissioner SDMC shall be final and binding in this regard.
 - (ii)** The Changed location of advertisement sites if any, the same must be submitted to the advertisement Department of SDMC before the completion of incubation period for the reason mentioned in above para B. (i) only. For reasons mentioned above in Para B. (ii) and Para B. (iii), the advertiser is allowed to submit request for change in site during entire period of contract. However in no case, the department shall consider any request for fees remission for such altered sites due to above mentioned reasons. In case the contractor/ successful bidder refuse to accept alternate site and request for fee remission for that particular site/sites, the department shall not allow any fee remission in MLF and the contractor is liable to deposit the same MLF as awarded. However, the fees remission shall be considered only in the exceptional case when alternative site shall not be available on same cluster with equivalent MRP. The fees remission shall be restricted to the average MRP of a unipole site of that particular cluster of South Zone keeping in view the single side display or double side display. The copy of average MRP of cluster of South Zone (which will be awarded to the H-1) shall be supplied to H-1 bidder (successful bidder) on his request after issue of offer letter to H-1 bidder (successful bidder).
 - (iii)** Any violation of OAP 2007 or the policy in force at that time shall invite immediate cancellation of the contract with forfeiture of security deposit/Performance Bank Guarantee including Advance MLF without any prior notice.
- D.** The department shall not be responsible, in case the advertiser failed to install/ erect the unipole at designated sites within incubation period and no relaxation in the MLF shall be granted in these circumstances.
- E.** There will be 10% increase on awarded MLF from commencement of 3rd year of contract and also 10% increase on awarded MLF every year during the extended period, if extended by the Commissioner SDMC.



- F.** The successful bidder shall incur all expenses related to construction of foundation for Unipole, installation, erection, fabrication, electrical installation of the media and structural design of Unipole and also for shifting of Unipoles etc.
- G.** On completion of the contract period or its pre-determination for any reason whatsoever, including surrender by the advertiser, the structure of the pole/device shall become the property of South DMC. The advertiser shall hand over all the unipole structures to the department in good condition.

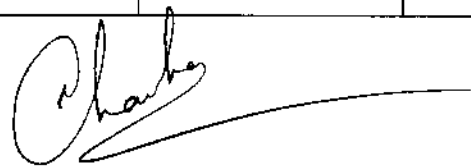
3. Eligibility Criteria

- a.** The bidder should be in Advertisement business at least for one year. The date of determination would be the last date of submission of bid. 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. **The net worth of the bidder during last financial year should be minimum 25% of the annual MRP (Minimum Reserve Price) of the cluster/clusters for which the bid is submitted by the bidder.** The minimum net worth and MRP for each cluster are calculated as mentioned below in the table. The net worth of the company should be duly certified by a Chartered Accountant. The last financial year net worth shall be considered i.e. net worth as on 31.03.2015.
- e.** The Minimum annual average financial turnover of the bidder during the last three financial years must be as follows:

Cluster Wise Minimum Annual Average financial turnover of 11 clusters of Unipole sites (existing/newly identified) in Central Zone, 02 Clusters of Unipoles sites in South Zone and 01 Cluster of Unipole sites in West Zone of SDMC are mentioned below:-

TABLE - 1 (02 Clusters of South Zone)

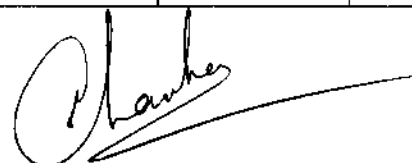
S.No	Cluster Number	Road/Stretch	No. of Sites	Total MRP (Rs)	Minimum Average Annual financial turnover(Rs)	Minimum Net Worth(Rs) as on 31.03.2015
1.	CLUSTER -4	ArunaAsaf Ali Road and MehrauliMahipalpurRaod	6	10,50,278	1,26,00,000/-	31,50,000



2.	CLUSTER - 10	Road leading to Vasant Vihar/PVR Cinema	3	8,12,580	98,00,000/-	24,50,000
----	--------------	---	---	----------	-------------	-----------

TABLE-2 (11 CLUSTERS OF CENTRAL ZONE)

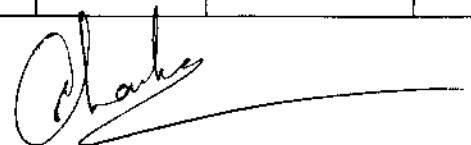
S.No	Cluster Number	Road/Stretch	No. of Sites	Total MRP (Rs)	EMD (Rs)	Minimum Average Annual financial turnover(Rs)	Minimum Net Worth(Rs) as on 31.03.2015
1.	Cluster-1	ASHRAM CHOWK TO BADARPUR BORDER (MATHURA ROAD) AND INCLUDING OKHLA ESTATE	09	12,93,732/-	14,00,000/-	1,56,00,000/-	39,00,000/-
2.	Cluster-2	BADARPUR BORDER TO ASHRAM CHOWK (MATHURA ROAD)	06	8,23,284/-	8,90,000/-	99,00,000/-	24,75,000/-
3.	Cluster-3	CAPTAIN GAUR MARG (FTC-RING ROAD TO OUTER RING ROAD OUTER RING ROAD TO RING ROAD)	05	8,62,488/-	9,35,000/-	1,03,50,000/-	25,87,500/-
4.	Cluster-4	AIIMS TO DND GANTRY	09	47,85,061/-	51,68,000/-	5,74,20,800/-	1,43,55,200/-
5.	Cluster-5	DND GANTRY TO AIIMS	08	39,08,466/-	42,21,500/-	4,70,02,000/-	1,17,50,500/-
6.	Cluster-6	DND TO RAJGHAT (INCLUDING VIKAS MARG)	09	14,70,150/-	15,90,000/-	1,76,50,000/-	44,12,500/-
7.	Cluster-7	RAJGHAT TO DND AND INCLUDING STRETCH RING ROAD TO AKSHAR DHAM & CWG VILLAGE BUS STOP TO RING ROAD	08	12,74,130/-	13,80,000/-	1,53,00,000/-	38,25,000/-
8.	Cluster-8	MB ROAD (FTC-BADARPUR TO MEHRAULI & MEHRAULI TO BADARPUR)	05	7,44,876/-	8,04,500/-	90,00,000/-	22,50,000/-
9.	Cluster-9	SHREE MAA ANANDMAI MARG (FTC-KALAKA JI RED LIGHT TO M.B. ROAD & M.B. ROAD TO KALKAJI RED LIGHT) AND BHISAM PITAMAH MARG	05	8,03,682/-	8,70,000/-	96,45,000/-	24,11,250/-



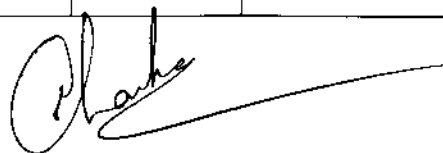
10.	Cluster-10	DELHI GATE TO MATKA PEER RED LIGHT AND BHARO MANDIR	09	14,11,344/-	15,25,000/-	1,69,50,000/-	42,37,500/-
11.	Cluster-11	OUTER RING ROAD (FTC-JAMIA TO SAVITRI CINEMA AND SAVITRI CINEMA TO JAMIA)	08	35,52,726/-	38,40,000/-	4,27,00,000/-	1,06,75,000/-
TOTAL			81	2,09,29,939/-	2,26,24,000/-	2,51,51,7800/-	6,28,79,450/-
TOTAL MRP OF CENTRAL ZONE FOR 81 UNIPOLE SITES IS Rs. TWO CRORE NINE LAC TWENTY NINE THOUSAND NINE HUNDRED THIRTY NINE ONLY.							

TABLE-3 (01 CLUSTER OF WEST ZONE)

S. No	Cluster Number	Location/Landmark	Total MRP (Rs)	EMD (Rs.)	Minimum Average Annual financial turnover(Rs)	Minimum Net Worth(Rs) as on 31.03.2015
1.	Cluster - 01	In front of Shop No. 52, DDU Market, Rajouri Garden, Opp. Metro Pillar No. 425, Najafgarh Road, FTC Raja Garden to Uttam Nagar	Rs. 25,90,959/-	Rs. 28,00,000/-	Rs.3,11,00,000/-	Rs. 77,75,000/-
2.		In front of Metro Pillar No. 587, Najafgarh Road, FTC Raja Garden to Uttam Nagar				
3.		Adjoining the Metro Pillar No. 600, in front of newly constructed shopping mall, Najafgarh Road, FTC Raja Garden to Uttam Nagar				
4.		Inside the green belt, New Krishna Park Opp. Metro Pillar no. 599, Najafgarh Road, FTC Uttam Nagar to Raja Garden				
5.		In front of Flat no. 463, Vikas Kunj Society, Najafgarh Road, FTC Uttam Nagar to Raja Garden				
6.		In front of M/s Elcon Enterprises, near JanakPuri (East) Metro Station, Najafgarh Road, FTC Uttam Nagar to Raja Garden				
7.		Opp. Metro Pillar no. 347 with Electic pole no. SL1303-24, Basai Darapur, Najafgarh Road, FTC Raja Garden to Moti Nagar				
8.		Near Indian Oil Petrol Pump, West Gate Mall, FTC Raja				

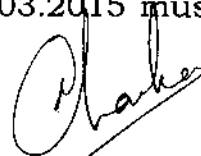


		Garden Chowk to Punjabi Bagh			
9.		Road towards Registrar Office near Metro Pillar No. 137, Ring Road, FTC Raja Garden Chowk to Punjabi Bagh			
10.		Adjacent to Najafgarh Drain opposite ESI Hospital, FTC Raja Garden to Punjabi Bagh			
11.		Adjoining to Najafgarh drain, near Mahatma Gandhi Camp, Ring Road, FTC Raja Garden Chowk to Punjabi Bagh (10 mtrs from the edge of drain)			
12.		Between Metro Pillar No. 104 & 103, Ring Road, FTC Raja Garden to Punjabi Bagh			
13.		Between Metro Pillar No. 101 & 100, Ring Road, FTC Raja Garden to Punjabi Bagh			
14.		Adjoining Metro Pillar no. 98, Ring Road, FTC Raja Garden Chowk to Punjabi Bagh			
15.		Between Metro Pillar No. 82 & 83, Punjabi Bagh Traffic Park, Ring Road, FTC Raja Garden to Punjabi Bagh			
16.		Metro Pillar no. 71, road between Traffic Training Park & Janamastmi Park under Metro Pillar, FTC Raja Garden to Punjabi Bagh			
17.		Opp. Presidium School/Park, Ring Road, FTC Punjabi Bagh to Raja Garden			
18.		In front of Electric pole no. HT1303-49, ESI boundary wall, FTC from Punjabi Bagh to Raja Garden			
19.		In front of Property no. A-1/4, JanakPuri, Pankha Road, FTC Uttam Nagar to SagarPur			
20.		In front of Property no. RZ-1, (Honda Showroom), DabriExtn. Pankha Road, at corner of transformer, FTC Sagarpur to Uttam Nagar			
21.		In front of of Property no. RZ-17 (Armaan Motors), at corner of underground drain cleaning ramp, FTC Sagarpur to Uttam Nagar			
22.		Opp. A-1A, Old DDA Flats, PaschimPuri adjoining to storm water drain, Club Road, FTC			



23.	Road no. 29 to Ring Road, Corner of lane adjoining to plot no. 50, Punjabi Bagh, Club Road, FTC Road no. 29 to Ring Road			
24.	Rohtak Road In front of corner of gate of Police Station Punjabi Bagh, Opp Metro Pillar-No. 123 FTC Punjabi Bagh to PeerahGarhi Rohtak Road.			
25.	Opp. main gate of the Office of Commandant Tamilnadu Spl. Police Tihar Jail, Jail road inside the parking FTC Tilak Nagar to Delhi Cantt.			
26.	Opp. Gurudwara Sri Guru Singh Sabha, C-Block Vikas Puri, at the corner inside the park			
27.	Janak Puri, B-Block B-Block Janakpuri shopping Centre in front of HDFC Bank in parking side FTC Maharaja Suraj Mal Institute of technology to Ganesh Nagar			
28.	In front of M/s Subhlaxmi marbles adjoining to Metro pillar no.189 FTC Mayapuri Chowk to Raja garden			
29.	In front of P. No. D-5 B, Rajouri Garden M/s Charbhujia Marble Co. adjoining to Metro Pillar no. 185, FTC Mayapuri Chowk to Raja garden			
30.	In front of M/s T&T Motors adjoining to Metro Pillar no. 177 FTC Mayapuri Chowk to Raja garden			
31.	Parking Central Market Punjabi Bagh, Near Pahwa Institute Corner, Beside Park, FTC- Main Road.			

Note:-1. If the bidder is applying for all the clusters i.e. 11 clusters of Central Zone, 02 clusters of South Zone and 01 cluster of West Zone, then the minimum annual average turnover of the bidder during the last three financial year must be Rs. 30,50,17,800/-or more and the average minimum net worth during the last three financial years must be Rs. 7,62,54,450/-or more. In case ,bidder is applying for more than one cluster then minimum annual average financial turnover shall be summation of minimum annual average financial turnover for applied clusters i.e. if bidder has applied for cluster 1 and 2 of Central Zone, then his minimum annual average financial turnover shall be Rs. 2,55,00,000/- (Rs. 1,56,00,000 + Rs. 99,00,000) or above and the minimum net worth on 31.03.2015 must be summation of



minimum net worth of applied clusters. i.e. if bidder has applied for cluster 1 and 2 of Central Zone, then his minimum net worth as on 31.03.2015 shall be Rs. 63,75,000/- (Rs. 39,00,000 + Rs. 24,75,000) or more.

Note:-2. The Department shall consider the bids of bidders for Cluster/Clusters having different MRP upto his financial capacity and upto his minimum net worth in the order of preference as mentioned by the bidder in **Annexure 7** and once the bidders financial capacity exhaust, the Department shall not consider the remaining cluster/s, if applied by the bidder beyond his Minimum Average Annual financial turnover and net worth as on 31.03.2016.

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 2012-13 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 2012-13 onwards)
 - (iii) Complete copy of income Tax Returns, showing the bank account number of the bidder for the preceding three financial years; (FY 2012-13 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 and 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.

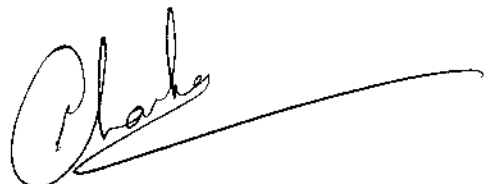
4. Documents to be submitted with tender form:

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 on designated sites in South Zone 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, and payment of requisite tender Fee of Rs. 40,000/- (Rupees Forty Thousands 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.
- 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) Requisite Earnest Money of each cluster separately in the form of Bank Draft/Demand Draft/Bankers Cheque in favour of Commissioner, SDMC shall be deposited along-with submission of the bid, as mentioned in **Annexure-1**'.
- h) Document in favour of eligibility criteria mentioned at para No. 3 shall be the part of technical bid.
- i) The bidder/s shall mention his order of preference of clusters in **annexure '7'** which shall be considered for order of opening of his financial bid/s for cluster/s.
- j) Terms and conditions as per '**Annexure-9**' 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) Accepted design of Unipoles as per '**Annexure-10**'. However, in case the bidder is willing to submit his design of Unipole strictly as per the size mentioned in OAP 2007, the same may be submitted along-with the bid. The department shall reserve the right regarding the acceptance of new design of unipole submitted by any bidder. The decision of the department shall be final in this regard.
- l) The bidder should also submit the duly filled and signed Performa of eligibility criteria as per the annexed Performa at **annexure-11**'.
- m) The bidder should submit an affidavit on non judicial stamp paper of Rs. 100/- duly notarized as per the clause 3 sub clause (f) of tender document as per the Performa annexed at **annexure-12**'.
- n) 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-13**'.

Note:- It is important to mention here that, the department shall not consider the cost of Unipole of any unique design submitted by the bidder and H-1 bidder(successful bidder for each cluster) shall be strictly decided on the basis of the highest quoted amount irrespective of cost of the unique design of Unipole.



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 cluster shall be quoted separately as per Format given at '**ANNEXURE-8**'.

Note 1 :-In case the bid /bids are made for selected site/Sites and not for the designated cluster/clusters of unipole sites of Central Zone, South Zone and West Zone, as mentioned in the tender document, the same shall be summarily rejected.

Note 2:- The tentative bidders are advised to submit the quoted rates for each cluster in a separate sealed cover. In case, the bidder quote rates in a single format for more than one cluster, the Department shall consider the bids of bidders for Cluster/Clusters having different MRP upto his financial capacity and upto his minimum net worth in the order of preference as mentioned by the bidder in **Annexure 7** and once the bidders financial capacity exhaust, the Department shall not consider the remaining cluster/s, if applied by the bidder beyond his Minimum Average Annual financial turnover and average net worth

- 2) **The financial bid of each cluster shall be kept in separate sealed cover super scribing the " Financial bid for cluster No.____"** and in case the bidder is bidding for more than 1 cluster, than all sealed cover envelope for each cluster shall be kept in a separate sealed cover envelope carrying all the sealed cover financial bid for each cluster super scribing '**Part II - Financial Bid - "Tender for allotment of advertisement rights through designated cluster/clusters of unipole sites in Central Zone/South Zone/west 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/clusters of unipole sites in Central Zone/South Zone/West 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. The bidder may apply for one or more cluster/clusters or all clusters of unipole sites for advertisement rights in the Central Zone, South Zone and West Zone under the jurisdiction of SDMC.

Note: The bidder must not mention his financial quote for the cluster/s except in the **Annexure 8** separately for each cluster, otherwise bid shall be summarily rejected.

5. Pre-Bid Meeting

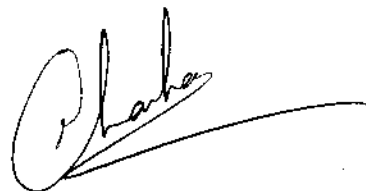
- 1) SDMC shall hold a pre-bid meeting with the prospective bidders on date & time and at Address of the Venue mentioned in the NIT.
- 2) The Bidders will have to ensure that their queries for Pre-Bid meeting should reach at the address mentioned in the NIT by post, or e-mail on or before Date & time 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 in order of preference as submitted by bidder in **Annexure 7**.
- (ii) Bidders shall be ranked H-1, H-2, H-3 etc. in decreasing order of their financial offers for respective clusters. The selection will be on the basis of the highest monthly License fee (H-1) quoted by the bidder for the advertisement cluster/clusters of unipole sites of Central Zone, South Zone and West Zone 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 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 for each cluster (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 for each cluster. The decision of SDMC in this regard shall be binding and final on the all the party/bidders.

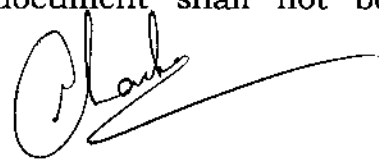
12. Conflict of Interest

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 of each cluster may be called for negotiations (if any) at the sole discretion of SDMC. The Quoted/negotiated rate of the bidder below the MRP of cluster/clusters of designated unipole sites of Central Zone, South Zone and West Zone under the jurisdiction of SDMC 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 cluster/clusters 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 of each cluster shall be subject to acceptance by the Commissioner, SDMC or any other officer/authority, authorized by him and accordingly the department shall issue offer letter to the H-1 bidder for each cluster. 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, 3 months 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 appropriate category in the advertisement department, SDMC (in case, the firm is not already registered in SDMC in appropriate class) as specified in offer letter, within **Ten working days** of issue of the offer letter. Only in exceptional circumstances, the department may consider the request of the advertiser/H-1 bidder for increase in number 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 of each cluster), 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 Twelve 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 of each cluster) 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 and as per the requirement of Tender Conditions. 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 of each cluster separately after execution of agreement by the successful bidder of each cluster with the SDMC. Even if all the clusters are awarded to one successful H1 bidder then also there would be separate allotment letters for each cluster.

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 deposit as mentioned in the clause No. 4 (g) in form of Bank Draft/Pay Order/Bankers Cheque for each cluster/clusters of unipole sites of Central Zone, South Zone and West Zone, the EMD (Earnest Money Deposit) for each cluster/clusters shall be of amount as mentioned in **Annexure - '1'**, along with the bid. Bid submitted without the earnest money deposit shall be summarily rejected. The earnest money deposit of unsuccessful bidders found not qualified on technical ground shall be refunded on written request of the bidder and the earnest money of remaining unsuccessful bidders, who are technically qualified shall be refunded on written request of bidder after award of work.

However, the Earnest Money Deposit 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 ten 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 cluster/clusters (**as quoted by the advertiser /bidder or as negotiated**), has to be deposited within ten working days after issue of offer letter to successful highest bidder for each cluster separately. 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 in 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 of each cluster (successful bidder) or as negotiated**) shall be payable by the H-1 bidder (successful bidder of each cluster) within Ten 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 for each cluster separately. 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 inspect the advertisement cluster/clusters of the zones 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/clusters of the zone.
- (ii) The bidder should bid the amount by considering entire potential of each cluster and South DMC will not be responsible for any decline in the potential of revenue of cluster of unipole sites 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 35 of **Annexure 9** of tender document and **Clause 2** of main tender document. The fees remission shall be restricted to the average minimum MRP of the cluster/clusters/site of the cluster of that particular cluster keeping in view the single side display or double side display and not the average/proportionate, awarded MLF of the cluster/clusters/site of the cluster/clusters. The copy of average minimum MRP of cluster/clusters shall be supplied to H-1 bidder of each cluster (successful bidder of each cluster) on his/their request after issue of offer letter to H-1 bidder of each cluster (successful bidder). 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 cluster or part thereof without display of advertisement as per approval/ order of the competent authority, South DMC or when majority of the cluster area 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 advertisement cluster/clusters for designated site as mentioned in **Annexure "1"** and make independent evaluation of the scope of work. No bidder/bidders 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**.

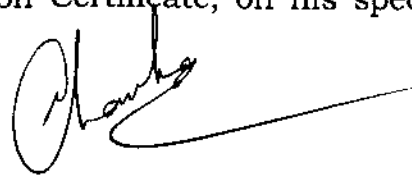


20. Incubation Period :

The Incubation period permitted shall be of **30 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 installation of unipole(s) including installation of non-conventional/ conventional source of energy connection and electrical fittings and fixtures, as may be required for making the unipole(s) fit for display. 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 cluster/clusters or any site is permissible. The contractor shall manage these advertisement cluster/clusters 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) **Maintenance of site:** The unipoles shall be structurally sound and maintained in properly secured condition. The advertisement site (Unipole) shall, at all time, erected, fixed and retained in all respect to the satisfaction and in accordance with the requirement prescribed by the Commissioner or his authorized officer. On completion of the contract period or its pre-determination for any reason whatsoever, including surrender by the advertiser, the structure of the pole/device shall become the property of South DMC. The advertiser shall hand over all the unipole structures to the department in good condition.
- (c) **Design of Display:** Each unipole shall be of standard size of 20'X08' (horizontally). The bottom of advertisement display of unipole shall be at a height of seven feet above the surface of the ground and shall be in proper alignment. 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 or the advertisement policy in force at that time and terms & conditions of allotment.
- (d) **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

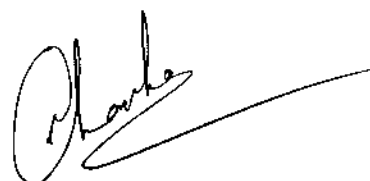


request. In this regard, all charges / dues shall be payable by the advertiser directly to the concerned electricity company. No generator set shall be allowed for this purpose.

- (e) **Statement of Account of Advertisement displayed:** The advertiser shall maintain proper record of the advertisement displayed by him in respect of each advertisement unipole 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 unipole displayed during the preceding months.
- (f) The contractor shall submit the monthly report of Self-declaration as per '**Annexure-6**'.
- (g) **Matter of Advertisement:** The advertiser before installing any advertisement for display on unipole, 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.
- (h) **Mandatory display of certain information :** The advertiser shall display the following information on display on the front side of the advertisement device :
- Cluster Name
 - South DMC Logo
 - Code number
 - Name of the advertiser
 - Single side display/double side display
 - Latitude and longitude
 - Allotment letter date and no.

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.

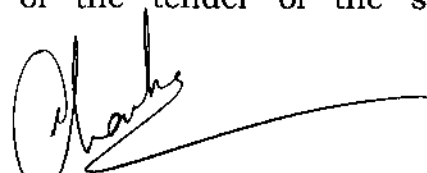
- (i) **Loss to South DMC:** The advertiser shall be bound to indemnify and reimburse South DMC for all claims, demands, loss charges, cost and expenses which it may have to incur or which accrue on account of infringement of any of these conditions by the advertiser.



- (j) **Damage to the public/ private property:** The advertiser shall be responsible for damage caused to public/private property during display of advertisement in cluster/clusters. 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 cluster/site properly.
- (k) **Precautions:** The advertiser shall display the advertisement after installing unipole at the designated locations as mentioned cluster wise in the **Annexure-1**, 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.
- (l) **RESPONSIBILITY OF ADVERTISEMENT SITES/ DEVICES :** The South DMC shall not be responsible for damage or theft of Unipole, 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).
- (m) **Removal of advertisement display:** The contractor/advertiser shall remove the advertisement display, if any, after the expiry of the contract period, 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/ Unipole structure(s), 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 :

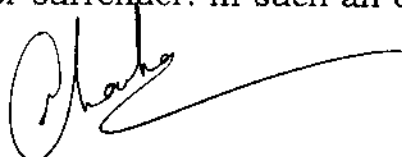
The contractor, if any time, found engaged in any kind of malpractice(s) including default in payment of dues and violating any terms and condition of tender document and agreement shall be liable to be blacklisted and his security amount/ earnest money/ deposit shall be forfeited and registration of 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 cluster 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 of the cluster/s 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 arrangement for running of advertisement cluster/clusters for safeguard of municipal revenue.
- (ii) In the case of surrender of the contract, security deposit shall not be adjusted against the license fee of remaining months and shall be either forfeited or refunded. All submissions, if any made till the date of determination will stand forfeited in favour of the Licensor (South DMC)
- (iii) **Forfeiture of Security Deposits:** In case of termination/ cancellation of the contract except for force majeure the security deposits shall be forfeited.
- (iv) The contractor, who has surrendered advertisement contract, shall not be eligible to participate in the tender process/ auction of the same advertisement contract again for two consecutive terms. To this effect an undertaking shall be given by the contractor.
- (v) To safe guard the interest of SDMC, the SDMC shall re-invite the tender of unipole sites in particular cluster as may be offered for surrender by any contractor or SDMC shall consider any alternative arrangements as decided by Commissioner SDMC and accordingly the date of determination shall be the 90 days from the date of receiving of letter by the department for surrender. In such an event



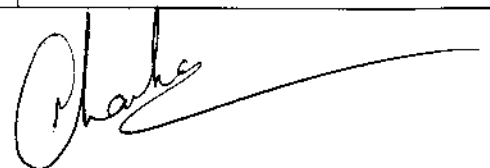
the advertiser shall be bound to run the said advertisement cluster/clusters till the expiry of 90 days from the date of receiving of letter for surrender and to handover possession of the advertisement cluster/clusters of Unipoles to South DMC after expiry of 90 days. Any violation in this regard shall invite penal action including forfeiture of Security Deposit, EMD etc. and the blacklisting of the advertiser/firm.

- (vi) That the surrender notice shall not be valid unless up to date dues including notice period are paid up on the date of submission of such surrender notice.
- (vii) That 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 the re-tender of the said advertisement cluster/clusters and up to date dues including interest, if any, towards the same are deposited 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.

26. SERVICE LEVEL AGREEMENT

That the contractor shall abide by terms & conditions of his agreement and all rules and regulations, orders, instructions that South DMC may from time to time make or adopt or issue for the care, protection and administration of advertisement and if violation in this regard is noticed on the part of contractor the penalties leviable as noted below will be imposed:

S. No.	Minor Violations	Penalty
1.	Non display of mandatory information – Name of the advertiser, Code number, South DMC etc.	Rs. 5000/- per violation / irregularity/per week.
	Advertisement device found obstructing of free movement of pedestrian and vehicular traffic.	
	Unipole if not found erected as per prescribed location.	
	Non filing of quarterly report	
	In case Advertisement found displayed on Neon signs/LED/LCD/Electronic display/without prior approval.	Rs. 25,000/- per violation / irregularity/per day.
S. No.	Major Violations	Penalty
1.	Encroachment / displaying media other than the designated sites, shifting of unipole site away from the designated site in cluster without approval from the Advertisement Department, SDMC.	Rs. 50,000/- per violation / per irregularity/per week.
	If the advertisement sites of the cluster/clusters of the zone or part thereof is sublet.	



	Violation of Bye-laws, OAP, DMC Act, and orders of Court of Law Displaying prohibited media either by him-self or through any of his/ her agent employee.	
2.	Unauthorized display on both side of unipole on the site mentioned as single side display incluster (Annexure-‘1’ of tender document).	@ 2 times of the average MLF of one unipole of that cluster/per display per month.
3.	Display/unipoles exceeding the total number of display/unipole allotted in the cluster	@ 2 times of the average MLF of one unipole of that cluster/per display per month.
4.	Unauthorized display of advertisement through illegal unipole not the part of agreement.	@ 2 times of the average MLF of one unipole of that cluster/per display per month starting from the date of allotment till the removal of unauthorized display of advertisement.
Any other violation will attract a penalty of Rs. 50,000/-/ per violation.		

All activities including day to day inspections will be carried out by any authorized / officer / officials of the Corporation and their decision on fixing penalty shall be final and binding on the contractor.

- (i) The penalty amount will have to be deposited within 5 days of imposition. Beyond the period of 5 days it will attract interest @ 24% per annum.
- (ii) If the advertiser is penalized for committing major violation(s) for more than 3 times, then the contract is liable to be cancelled.
- (iii) Imposition of penalty amount does not take away the right of department to take removal action.

27. Registration with SDMC: - The H-1 bidder/bidders (successful bidder/bidders) selected in the tender process is required to get themselves registered in appropriate category (If not registered earlier) in the panel of SDMC by fulfilling necessary formalities. The H-1 bidder/bidders (successful bidder/bidders) have to fulfill eligibility conditions as laid down in the guidelines for registration as an advertiser in SDMC. The selected H-1 bidder/bidders(successful bidder) in the tender is required to get himself/themselves registered with SDMC as an advertiser by submitting the requisite documents and fulfillment of other necessary formalities **within Ten working days** of issuance of offer letter for the contract. If H-1 bidder (successful bidder) does not provide the necessary documents, fees



etc. or does not fulfill the other requisite formalities as given the guidelines for registration as an advertiser in SDMC, his application shall be summarily rejected and EMD amount will be forfeited.

Those firms which are already registered with SDMC as a registered advertiser need not to be registered again. However, if an advertiser is registered under 'B' or 'C' category and tendering limit falls under 'A' category then the firm has to upgrade themselves to 'A' category by fulfilling the requirement of registration under 'A' category.

The details of payment to be made category wise is given in the table below:-

Category	Tendering Limit	Registration fee (non refundable) one time, in rupees	Security Deposit (Refundable)	Annual Turnover	Bank Gaurantee from Nationalized Schedule Bank	Renewal Fee (Non Refundable & Annual)
1.	2.	3.	4.	5.	6.	7.
A	No Limit	50,000/-	1,00,000/-	Rs. One Crore and Above	15 lakhs	25,000/-
B.	Not More than Rs. 10 lakhs as MRP	25,000/-	50,000/-	More than Rs. 40 lakhs and less than Rs. 1 Crore	06 lakhs	12,500/-
C	Not More than Rs. 5 lakhs as MRP	10,000/-	25,000/-	Less than Rs. 40 lakh	Rs. 2 lakh	5,000/-

It is mandatory for H-1 bidder of each cluster to get himself registered with SDMC as a registered advertiser by fulfilling the eligibility conditions as laid down in the guidelines for registration as an advertiser in SDMC.

Bidders/applicants are advised to check the guidelines/procedure of registration as an advertiser in SDMC before participation in the tender process.

Bidder/applicant/participant applications for tender bid, if found ineligible or not fulfilling the requisite eligibility conditions as laid down in the guidelines for registration as an advertiser in SDMC at any stage shall be summarily rejected. The detail information regarding registration as an advertiser in SDMC is also available on official website of SDMC, by accessing the website www.mcdonline.gov.in - SDMC - ADVERTISEMENT - FORMS & ANNEXURES.

28. **Force Majeure :**

The bidder shall not be responsible for failure or delay in performing their obligations under pressure(s) due to force majeure, which shall include but not be limited to war (invasion, armed conflict or act of foreign enemy, blockade, revolution, riots, insurrection, civil commotion, act of terrorism, or sabotage), Act of God, epidemic, lightning, earthquake, cyclone, whirlwind, flood, tempest, storm, drought, any other situation

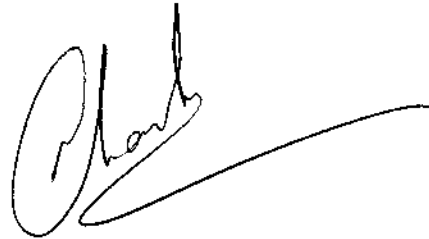
not envisaged at the time of formulation of this project/ tender. If the circumstances leading to force majeure occur, the affected party shall give notice thereof to the other party. The notice shall include full particulars of the nature of the Force Majeure event, the effect is likely to have on the Affected Party's performance of its obligations and the measures which the Affected Party is taking, or proposes to take, to alleviate the impact of the Force Majeure Event and restore the performance of its obligations. The obligations of the Affected Party shall be suspended to the extent they are affected by the Force Majeure and as decided by the Commissioner, SDMC.

29. Interpretation:

For interpretation of any clause in the tender or project functionalities during project execution phase, the interpretation as adopted by the South DMC shall be final and binding.

30. DISPUTES :

All disputes shall be under the jurisdiction of Delhi Courts only.

A handwritten signature in black ink, consisting of a large, stylized initial 'P' followed by a long horizontal stroke extending to the right.

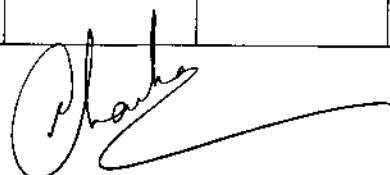
Annexure-'1'

TENDER FOR ALLOTMENT OF ADVERTISEMENT RIGHTS FOR DISPLAY OF ADVERTISEMETN THROUGH DESIGNATED UNIPOLE SITES WITHIN 11 CLUSTERS OF CENTRAL ZONE, 02 CLUSTERS OF SOUTH ZONE AND 01 CLUSTER OF WEST ZONE UNDER THE JURISDICTION OF SDMC.

TABLE-'A'

CLUSTER WISE TOTAL MRP OF 81 UNIPOLE SITES (NEWLY IDENTIFIED/EXISTING) IN CENTRAL ZONE

S.No	Cluster Number	Road/Stretch	No. of Sites	Total MRP (Rs)	EMD (Rs)	Minimum Average Annual financial turnover(Rs)	Minimum Net Worth(Rs)
1.	Cluster-1	ASHRAM CHOWK TO BADARPUR BOARDER (MATHURA ROAD) AND INCLUDING OKHLA ESTATE	09	12,93,732/-	14,00,000/-	1,56,00,000/-	39,00,000/-
2.	Cluster-2	BADARPUR BOARDER TO ASHRAM CHOWK (MATHURA ROAD)	06	8,23,284/-	8,90,000/-	99,00,000/-	24,75,000/-
3.	Cluster-3	CAPTAIN GAUR MARG (FTC-RING ROAD TO OUTER RING ROAD OUTER RING ROAD TO RING ROAD)	05	8,62,488/-	9,35,000/-	1,03,50,000/-	25,87,500/-
4.	Cluster-4	AIIMS TO DND GANTRY	09	47,85,061/-	51,68,000/-	5,74,20,800/-	1,43,55,200/-
5.	Cluster-5	DND GANTRY TO AIIMS	08	39,08,466/-	42,21,500/-	4,70,02,000/-	1,17,50,500/-
6.	Cluster-6	DND TO RAJGHAT (INCLUDING VIKAS MARG)	09	14,70,150/-	15,90,000/-	1,76,50,000/-	44,12,500/-
7.	Cluster-7	RAJGHAT TO DND AND INCLUDING STRETCH RING ROAD TO AKSHAR DHAM & CWG VILLAGE BUS STOP TO RING ROAD	08	12,74,130/-	13,80,000/-	1,53,00,000/-	38,25,000/-
8.	Cluster-8	MB ROAD (FTC-BADARPUR TO MEHRAULI & MEHRAULI TO BADARPUR)	05	7,44,876/-	8,04,500/-	90,00,000/-	22,50,000/-
9.	Cluster-9	SHREE MAA ANANDMAI MARG (FTC-KALAKA JI RED LIGHT TO M.B. ROAD & M.B. ROAD TO KALKAJI	05	8,03,682/-	8,70,000/-	96,45,000/-	24,11,250/-

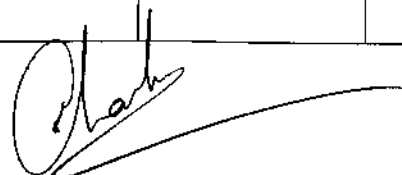


		RED LIGHT) AND BHISAM PITAMAH MARG					
10.	Cluster-10	DELHI GATE TO MATKA PEER RED LIGHT AND BHARO MANDIR	09	14,11,344/-	15,25,000/-	1,69,50,000/-	42,37,500/-
11.	Cluster-11	OUTER RING ROAD (FTC-JAMIA TO SAVITRI CINEMA AND SAVITRI CINEMA TO JAMIA)	08	35,52,726/-	38,40,000/-	4,27,00,000/-	1,06,75,000/-
TOTAL			81	2,09,29,939 /-	2,26,24,000/-	2,51,51,7800 /-	6,28,79,450/-
TOTAL MRP OF CENTRAL ZONE FOR 81 UNIPOLE SITES IS Rs. TWO CRORE NINE LAC TWENTY NINE THOUSAND NINE HUNDRED THIRTY NINE ONLY.							

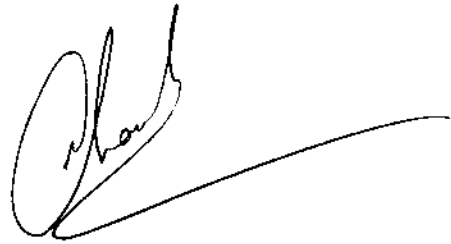


DETAIL OF UNIPOLE SITES WITHIN THE 11 CLUSTERS OF CENTRAL ZONE:-

CLUSTER No. 1, ASHRAM CHOWK TO BADARPUR BORDER (MATHURA ROAD) AND INCLUDING OKHLA ESTATE						
Sl. No.	Unique ID	Nomenclature	Longitude	Latitude	Single display/Double display	MRP
1.	MR-1	Adjacent to boundary wall of Mint casa, at corner of H.P petrol pump, Friends colony, Mathura Road	77° 15.580'E	28° 34.256'N	Single side	Rs.12,93,732/-
2.	MR-2	Before Tree no.64 and opp. Tree No. 813 in front of boundary wall of C.R.R.I staff Quarter (In kachcha portion)	77° 16.362'E	28° 33.201'N	Single side	
3.	MR-3	Opp. Tree No. 409, before tree No. 84 Near gate of CRR I post office (In kachcha portion), Mathura road	77° 16.504'E	28° 33.011'N	Single side	
4.	MR-4	Outside the Footpath Opp. High Mask of PWD No. 2, Adjacent to slip road commencing to sarita vihar and main Flyover near Indian Oil Petrol Pump.	77° 17.077'E	28° 32.226'N	Single side	
5.	MR-5	Opp. Pillar No. 258, Adjacent to DDA Office Sarita Vihar, Before Sarita Vihar Bus Depot.	77° 17.227'E	28° 31.939'N	Single side	
6.	MR-6	Opposite metro pillar no. DP-3B , Sarita vihar, Near timber godown (In kachcha portion)	77° 17.521'E	28° 31.536'N	Single side	
7.	MR-7	At road turning to DMRC residential colony sarita vihar, opp. Metro pillar no. P-299, adjacent to corner of boundary of DMRC residential colony , after footpath	77° 17.615'E	28° 31.368'N	Single side	
STRETCH & FTC- RED LIGHT CROWN PLAZA HOTEL TO KALINDI KUNJ (OKHLA ESTATE)						
8.	MR-8	In front of CNG filling station and DLF tower, Jasola, In kachcha	77° 17.394'E	28° 32.266'N	Double side	



		portion				
9.	MR-9	In front of office of Asst. engineer CRM sub division M-412, PWD Jasola, After Footpath in Kachcha portion.	77° 17.700'E	28° 32.394'N	Single side	
TOTAL SITES-09, MRP-Rs. 12,93,732/- (Rs. TWELVE LACS NINETY THREE THOUSAND SEVEN HUNDRED THIRTY TWO ONLY)						



CLUSTER No. 2, BADARPUR BORDER TO ASHRAM CHOWK (MATHURA ROAD)

Sl. No.	Unique ID	Nomenclature	Longitude	Latitude	Single display/ Double display	MRP
1.	MR-10	Opp. Metro Pillar No. P-334, Mohan Co-operative Industrial Area Opp. Max heal, Insurance Building	77° 17.877'E	28° 34.0715'N	Single side	Rs. 8,23,284/-
2.	MR-11	Adjacent to Pillar No. 330, Opp. All India Institute of Ayurveda, Mohan Co-Operative, Industrial Area.	77° 17.852'E	28° 30.776'N	Single side	
3.	MR-12	Adjacent to Metro Pillar No. P-319, Near Ridhi Ford Showroom, Mohan Co-Operative.	77° 17.774'E	28° 30.967'N	Single side	
4.	MR-13	Opp. Pillar No. 30A & 307, in vacant land, in front of partition wall in between voltas & Air Cell Building	77° 17.662'E	28° 31.220'N	Single side	
5.	MR-14	In front of Metro Pillar No. 292, After Footpath adjoining to drain Mohan Estate	77° 17.532'E	28° 31.484'N	Single side	
6.	MR-15	Adjacent to Metro Pillar No. 225, Opp. Sadan, Near Prop. No. A-3, Sarita Vihar, Mathura Road.	77° 16.838'E	28° 32.516'N	Single side	

TOTAL SITES-06, MRP- Rs. 8,23,284/- (Rs. EIGHT LACS TWENTY THREE THOUSAND TWO HUNDRED EIGHTY FOUR ONLY)

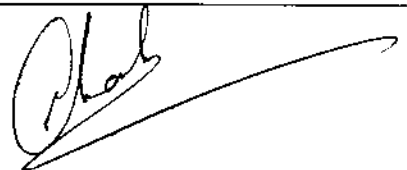


CLUSTER No. 3, CAPTAIN GAUR MARG (FTC-RING ROAD TO OUTER RING ROAD OUTER RING ROAD TO RING ROAD)

Sl. No.	Unique ID	Nomenclature	Longitude	Latitude	Single display/ Double display	MRP
1.	CGM-16	Adjacent to Lajpatnagar x-ing bus stop, after dhalao, 3 mtrs. Outside From carriageway	77°15.022'E	28° 33.861'N	Double side	Rs. 8,62,488/-
2.	CGM-17	Opposite HDFC bank east of kailash A- block ,after footpath & outside railing	77°15.216'E	28° 33.726'N	Single side	
3.	CGM-18	After east of kailash bus stop – "c" block and after footpath outside railing	77°15.525'E	28° 33.720'N	Single side	
4.	CGM-19	Near okhla Sabjimandi Bus stop, Adjacent to Street light PWD electric pole no. 59, 3 mtrs. Outside from carriageway	77°15.780'E	28° 33.513'N	Double side	
5.	CGM-20	Near okhla sabjimandi bus stop after footpath, 3mtrs. Outside from carriageway	77°15.769'E	28° 33.498'N	Double side	
TOTAL SITES-05, MRP RS. 8,62,488/- (Rs. EIGHT LACS SIXTY TWO THOUSAND FOUR HUNDRED EIGHTY EIGHT ONLY)						



CLUSTER No. 4, AIIMS TO DND GANTRY (RING ROAD)						
Sl. No.	Unique ID	Nomenclature	Longitude	Latitude	Single display/ Double display	MRP
1.	RR/CNZ-21	Near south extension bus stop in front of tree no. 811, after footpath	77° 12.987'E	28°34.147'N	Double side	Rs.47,85,061/-
2.	RR/CNZ-22	At the entry footpath of NDSE – Part –I Mkt. adjacent to police booth	77° 13.209'E	28°34.142'N	Single side	
3.	RR/CNZ-23	In front of the corner of Haldiram Bhujiawala, After footpath	77° 13.337'E	28°34.129'N	Double side	
4.	RR/CNZ-24	In front of Akash institute between tower A& B ,after footpath	77° 13.427'E	28°34.119'N	Double side	
5.	RR/CNZ-25	In front corner of the entry gate of E-block Defence colony, adjoining to electric pole after footpath)	77° 13.651'E	28°34.037'N	Double side	
6.	RR/CNZ-26	Opp. Moolchand medicity ,near entry gate of Lajpat Nagar part -3, after footpath	77° 14.174'E	28° 33.929'N	Double side	
7.	RR/CNZ-27	Adjacent to wall of subway ,in front of 57/3 rd , Lajpat Nagar ring road	77° 14.455'E	28°33.905'N	Double side	
8.	RR/CNZ-28	In front of Boundary wall between Plot no. - 70 & 71, Harisons furnishings, after footpath	77° 14.620'E	28° 33.923'N	Double side	
9.	RR/CNZ-29	In front of Indian oil Petrol pump, just in front of electric pole no. 184, after footpath, In kachcha portion	77° 15.198'E	28°34.083'N	Double side	
TOTAL SITES-09, MRP- Rs. 47,85,061/- (Rs. FORTY SEVEN LACS EIGHTY FIVE THOUSAND SIXTY ONE ONLY)						




CLUSTER No. 5, DND GANTRY TO AIIMS (RING ROAD)

Sl. No.	Unique ID	Nomenclature	Longitude	Latitude	Single display/ Double display	MRP
1.	RR/CNZ-30	Opp. DDN entry gate, After damaged Footpath	77° 16.012'E	28° 34.680'N	Double side	Rs.39,08,466/-
2.	RR/CNZ-31	In between Nehru Nagar bus stop and Indian oil petrol pump, after Footpath, In kachcha portion	77° 15.230'E	28° 34.087'N	Double side	
3.	RR/CNZ-32	In front of property no. 31-ring road Lajpat Nagar -IV	77° 14.894'E	28° 33.916'N	Double side	
4.	RR/CNZ-33	In front of road going to Amar colony market, Lajpat Nagar -IV, opp. IBS hospital	77° 14.653'E	28° 33.898'N	Double side	
5.	RR/CNZ-34	Adjacent to nallah, Near property no. -26-A and ring road (Gupta market) bus stop, Lajpat Nagar IV	77° 14.415'E	28° 33.885'N	Double side	
6.	RR/CNZ-35	In front of tree no. 64, After the footpath, opp. Mahajan imagine, Defence Colony	77° 13.664'E	28° 34.004'N	Single side	
7.	RR/CNZ-36	Adjacent to Bus stop South Extn-II, in front of Tata Motors, After Footpath, (Within the grill) NDSE- part -II, opp. Akash	77° 13.388'E	28° 34.097'N	Double side	
8.	RR/CNZ-37	In front of Boundary line in between Bigjos and frontier ,opp. Haldiram bhujjawala	77° 13.336'E	28° 34.103'N	Double side	

TOTAL SITES- 08, MRP- Rs. 39,08,466/- (Rs. THIRTY NINE LACS EIGHT THOUSAND FOUR HUNDRED SIXTY SIX ONLY)



CLUSTER No. 6 DND TO RAJGHAT (INCLUDING VIKAS MARG)						
Sl. No.	Unique ID	Nomenclature	Longitude	Latitude	Single display/ Double display	MRP
1.	RR/CNZ-38	Before Barahpulla flyover of the corner road towards Siddharth extension Pocket B& C, After Footpath(Ring road)	77° 15.848'E	28° 34.960'N	Single side	Rs.14,70,150/-
2.	RR/CNZ-39	Opposite tree no. 904, just before the CNG filling station, Near to Pedestrian light pole, After footpath (In kachcha portion)	77° 15.529'E	28° 35.919'N	Double side	
3.	RR/CNZ-40	Opposite Indian oil petrol pump, Near to pedestrian light pole , third electrical pole from exist point of the CNG station, After footpath (In kachcha portion)	77° 15.577'E	28° 35.144'N	Double side	
4.	RR/CNZ-41	Before tree no. -1521, Near street light pole, After Footpath (In kachcha Portion)	77° 15.445'E	28° 35.530'N	Single side	
5.	RR/CNZ-42	In between street light pole no. 403 & 404 , before, Indarparstha park bus stop, After Footpath	77° 15.299'E	28° 35.975'N	Single side	
VIKAS MARG (FTC-ITO TO LAXMI NAGAR AND LAXMI NAGR TO ITO)						
6.	VM/CNZ-43	After crossing ring road flyover before Delhi sachivalay turn just after road turning to ring road (circular road), in Kachcha portion, After Footpath. (FTC-ITO TO LAXMI NAGAR AND LAXMI NAGR TO ITO)	77° 14.892'E	28° 37.693'N	Double side	
7.	VM/CNZ-44	Opposite Delhi sachivalay bus stop, after railway line, 3 mtrs. From carriageway	77° 15.188'E	28° 37.700'N	Double side	



		in open land. (FTC-ITO TO LAXMI NAGAR AND LAXMI NAGR TO ITO)				
8.	VM/CNZ-45	Just before beginning of Yamuna pusta /Yamuna barrage, before road turning to Yamuna ghat, after footpath in open land. (FTC-ITO TO LAXMI NAGAR AND LAXMI NAGR TO ITO)	77° 15.128'E	28° 37.701'N	Single side	
9.	VM/CNZ-46	After railway bridge and after footpath, in kachcha portion. FTC-LAXMI NAGAR TO ITO	77° 14.128'E	28° 37.680'N	Single side	
TOTAL SITES- 09, MRP- Rs. 14,70,150/- (Rs. FOURTEEN LAC SEVENTY THOUSAND ONE HUNDRED FIFTY ONLY)						



