

DELHI TRANSPORT CORPORATION
(GOVT. OF N.C.T. OF DELHI)
TENDER CELL
I.P.ESTATE NEW DELHI-110002

NON TRANSFERABLE

THE PRICE OF THIS TENDER FORM IS Rs. 500/=

TENDER FORM NO. _____

SEAL OF OFFICE.

SIGNATURE OF THE
ISSUING OFFICER.

NAME OF THE PARTY IN WHOSE FAVOUR _____
TENDER FORM HAS BEEN ISSUED. _____

THE CHAIRMAN-CUM-MANAGING DIRECTOR,
DELHI TRANSPORT CORPORATION,
IP ESTATE, NEW DELHI - 110002.

**Tender for Award of Advertising Rights for display of
Advertisement Board on Unipoles in DTC Depots and Terminals**
DUE ON 4.12.2009
CLOSING TIME 12.00 Hrs

DEAR SIR,

I/WE HERE BY SUBMIT OUR TENDER FOR THE DISCRPTIONS AS GIVEN IN THE
TENDER AND NIT. THE RATES ARE QUOTED AS PER YOUR RELEVANT FORMAT AT
ANNRXURE 'Y'.

I/WE HERE BY AGREE TO ALL THE TERMS & CONDITIONS STIPULATED BY DTC AND
WILL KEEP OUR OFFER OPEN FOR 180 DAYS FROM THE OPENING OF THE TENDER.

EARNEST MONEY OF Rs. _____ HAS BEEN DEPOSITED THROUGH DEMAND
DRAFT/PAY ORDER NO. _____ DATED _____ DRAWN ON _____

YOURS FAITHFULLY,

SIGNATURE OF THE TENDERER

NAME IN BLOCK LETTERS _____

FULL ADDRESS WITH SEAL _____

1. SIGNATURE OF WITNESS _____

(WITH NAME & FULL ADDRESS) _____

2. SIGNATURE OF WITNESS _____

(WITH NAME & FULL ADDRESS) _____

PLEASE NOTE

1. OFFER SHOULD CONFORM TO ALL THE DTC TERMS & CONDITIONS AS ENCLOSED
HEREWITH AND NO COUNTER TERMS & CONDITIONS WILL BE ACCEPTABLE.
RATES QUOTED SHOULD BE GENERALLY ACCORDING TO THE ENCLOSED FORMAT
(ANNEXURE 'Y').
2. FOR EMD, PLEASE SEE S.NO. 9 OF SPECIFIC TENDER TERMS & CONDITIONS.
3. PLEASE ALSO REFERTO ENCLOSED DOCUMENTS LIKE ANNEXURE "A", RATE
FORMAT i.e. ANNEXURE "Y", NDC, GUIDELINES FOR TENDERERS, PRE-
QUALIFICATION DETAILS, SCOPE OF WORK AND SPECIFIC TERMS AND
CONDITTONS OF THE TENDER ETC.

**NOTE: - THIS FORM DULY FILLED, SIGNED AND CERTIFIED SHOULD BE
SEALED INSIDE THE TECHNO COMMERCIAL BID ENVELOPE.**

DELHI TRANSPORT CORPORATION
(GOVT. OF N.C.T. OF DELHI)
SCINDIA HOUSE : NEW DELHI-110001
Phone : 28844206 Fax : 28844206
Email:dtc@bol.net.in

NOTICE INVITING TENDER

Sealed tenders as per 'Two-Bid' system i.e. Part-I - 'Techno- Commercial Bid' and Part-II 'Price-Bid' are invited from the advertisers only for the following work.

Sr. No	Description	Name of the Bus Depot and Terminal	Nos. of Unipoles in each Depot or Terminal	Consolidated Reserve Price for all the Unipoles per month)	Earnest Money (E.M.D.) (Rs.)	Due Date
1.	Award of Advertisement Right for Display of advertisement Boards on Unipoles in Bus Depots and Terminals	1 Subash Place Depot 2.Wazir Pur Depot 3. Maya Puri Depot 4. Rohini-III Depot 5. Sri Niwas Puri Depot 6. East Vinod Nagar Depot 7. Uttam Nagar Terminal 8. Nehru Place Terminal 9. Ambedkar Nagar Terminal 10.Punjabi bagh Terminal	Max 4 Unipoles in each Depot/Terminal	12 lakhs	10.00 lacs	4.12.09

Notes : (i) Tender Document can be purchased from Room No. 207, Tender Cell, DTC HQs, I.P.Estate, New Delhi 110002 by paying Rs. 500/= per tender set by cash or Demand Draft/Pay Order. Tender Documents can also be downloaded from our Website <http://dtc.nic.in> .

- (ii) Complete tenders along with E.M.D. will be received by Tender Cell, till 12.00 Hrs. on due date and opened on the same date at 15.00 Hrs. in the presence of desirous tenderers.
- (iii) D.T.C. reserves the right to reject any of the tenders without assigning any reason thereof.
- (iv) While depositing documents downloaded from our Website, tender cost will also be payable.
- (v) **Important Dates:**
- | | |
|---|-----------------------|
| A. Tender Commencement Date : | 5.11.09 |
| B. Pre-bid Conference: | 13.11.09 |
| C. Last date for submitting the request for participation in Pre-Bid Conference | 12.11.09 |
| D. Last date for request of Tender set: (alongwith DD/Cash of Rs.500/- towards cost of tender form) | 3 .12.09 |
| E. Tender closing date (due date) : | 4.12/2009, 12.00 hrs. |
| F. Tender opening date : | 4.12/2009 15.00 hrs. |

For more details of tender notice log on to website www.dtc.nic.in. Please feel free to contact Tender Cell for any further queries/assistance at 011-23370236.

SENIOR MANAGER (PUBLICITY)
DELHI TRANSPORT CORPORATION

DELHI TRANSPORT CORPORATION
GOVT. OF N.C.T. DELHI
I.P.ESTATE, NEW DELHI – 110 002.
GENERAL TERMS & CONDITIONS OF TENDER

1. Tenders should be addressed to Chairman-cum-Managing Director, Delhi Transport Corporation, Room No.207, Tender Cell, I.P.Estate, New Delhi – 110 002 in sealed cover duly super scribed with (1) **Tender for Award of Advertising Rights for display of Advertisement Board on Unipoles in DTC Depots and Terminals. Tender due on-----**. This main outer envelope should contain two separate and sealed envelopes – of Techno-commercial Bid and Price Bid respectively, also superscribed accordingly.
2. Tenders should be signed by the tenderer/s himself/themselves.
3. Tenders should reach the Dy.Manager, Tender Cell, Delhi Transport Corporation , 2nd Floor, Room No.207,I.P.Estate, New Delhi – 110002 in sealed superscribed cover marked as **‘Tender for Award of advertising rights for display of Advertisement Board on Unipoles in DTC Depots and Terminals** on or before due date by 1200 hrs. Tenders shall be opened on the same date at 1500 hrs. Tenderers may attend the opening of the tender, if they so desire. The main outer envelope containing the other two bid envelopes shall be opened along with the envelope of “Techno – Commercial Bid” only. The “Price Bid” envelopes of Techno-commercially qualified short listed tenderers only shall be opened at a later date which shall be intimated separately to all concerned.
4. Tender Forms should be clearly filed in ink or duly typed giving full address of the tenderers. Tender/s would quote in figures as well as in words the rates or amount tendered by him/them. Overwriting or alterations will disqualify the tender unless they are legibly attested by the tenderer/s himself. The tender rates etc. should be kept valid for 180 days from the date of opening of the tender and if withdrawn before that date, the earnest money will be forfeited in full. The decision of the Corporation in this respect will be final and binding on the tenderer/s.
5. The tenderers must deposit and earnest money of Rs.10 lakhs (ten lakhs) by means of Demand Draft/Pay Order (and not by any other mode of payment) drawn on any scheduled bank payable at Delhi, in favour of the Chairman-cum-Managing Director, Delhi Transport Corporation, I.P.Estate, New Delhi – 110002. Tenders not accompanied by earnest money are liable for summary rejection. The earnest money of successful tenderer will be adjusted towards first month licence fee after award of the contract as per the terms and conditions. In case of unsuccessful tender/s earnest money will be refunded after 180 days of the date of opening of the tender or immediately after the finalization of the tender, whichever is earlier. No interest will be paid on the earnest /security money deposit to successful/unsuccessful tenderers. Previous earnest money lying with DTC against some other tender will be adjusted against this tender, only if the same is clearly payable as per DTC and no claims/recoveries be due , etc. The Corporation reserves its right to make recovery of claims, if any, from any of the EMD(s) deposited against various tenders.
6. The tenderers submitting tenders will be considered to have accepted all the terms and conditions and no counter terms and conditions will be accepted. No enquiries written or verbal will be entertained with regard to acceptance /rejection of the tender.
7. Any attempt on the part of the tender/s to influence any official of this Organization will disqualify the tender.
8. The Corporation reserves its right to accept or reject any tender/s without assigning any reason thereof.

SENIOR MANAGER (PUBLICITY)
DELHI TRANSPORT CORPORATION

Important instructions/guidelines for tenders.

1. Bids shall be submitted to the Chairman-cum-Managing Director, Delhi Transport Corporation, Room No.207, Tender Cell, I.P.Estate, New Delhi – 110 002 in a sealed cover duly superscribed.
 2. The tenderers shall submit their offer as per "two bid" system i.e. separate sealed envelopes each for "Techno-commercial Bid" and "Price Bid", both enclosed in a sealed outer envelope.
 - (a) First envelope should be superscribed as:
Part-1 – "Techno-commercial bid".
Tender for Award of advertising rights for display of Advertisement Boards on Unipoles in DTC Depots and Terminals.
Tender Due on -----
This envelope should contain:-
 - (i) Firms "Techno-commercial" offer vis- a-vis DTC's tender terms and conditions.
 - (ii) Tender Form as purchased from DTC Tender Cell or downloaded from website, duly filled up as per the instructions given thereon.
 - (iii) All supporting documents required to be submitted along with the tender.
 - (iv) Earnest money deposit by way of Demand Draft or Cash only (Cash receipt issued by DTC to be enclosed). No other mode of payment will be acceptable.
 - (v) No Dues Certificate (NDC) from Accounts Department of DTC.
 - b) 2nd envelope should be superscribed as :-
Part II-"Price Bid"
Tender for Award of advertising rights for display of Advertisement Boards on Unipoles in DTC Depots and Terminals.
Tender due on -----.
This envelope should contain only :
Tenderer's "Price – bid" in the format as per annexure 'Y' given with the Tender Set.
 - c) Both the above envelopes should further be sealed in a separate outer Envelope superscribed as :-
Tender for Award of advertising rights for display of Advertisement Boards on Unipoles in DTC Depots and Terminals.
Tender due on -----.
 - d) All the three envelopes should be addressed to DTC and bear the sender Firm's name and address either in print or in rubber seal, etc. for ready identification.
 - 3) Tenderers have to abide by all the terms and conditions given by DTC in general and in particular in respect of payment terms.
 - 4) Techno-commercial bids accompanied with cheques for EMD shall be out rightly rejected.
 - 5) Similarly, "Techno-commercial bids" not accompanied with the tender form or without tender cost (in case downloaded from our website) shall also be rejected out rightly.
 - 6) Late tenders shall not be opened at all and therefore, the offers of such tenders shall be totally out of consideration zone.
 - 7) Tenderers must agree to all terms and conditions of DTC. Offers with counter terms and conditions are liable for summarily rejection.
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FORMAT FOR NO DUES CERTIFICATE (NDC)

Delhi Transport Corporation
Accounts Department
I.P.Estate, New Delhi.

No.

Date:-

Subject:- No Dues Certificate(NDC)

This is certified that as per record maintained by Accounts Department, DTC –

- 1) No dues are recoverable from M/s-----
-----as on date.
- 2) An amount of Rs.------(in words Rs.-----
-----)
are recoverable from M/s-----
-----as on date.

(Strike out whichever is not applicable)

Signature & Seal of Issuing Authority

To

M/s-----,

-----,

-----,

PART-1 (TECHNO- COMMERCIAL BID)

To,

THE CHAIRMAN-CUM-MANAGING DIRECTOR,
DELHI TRANSPORT CORPORATION
I.P. ESTATE : NEW DELHI-110 002,

Sub : PRE-QUALIFICATION DETAILS FOR AWARD OF ADVERTISEMENT RIGHTS
FOR DISPLAY OF ADVERTISEMENT BOARDS ON UNIPOLES IN DTC BUS
DEPOTS AND TERMINALS

Tender Due On

We hereby furnish the required details of pre-qualification as under

1	NAME AND ADDRESS OF THE TENDERER	
a	Name of the firm	
	Office Address	
	Telephone and Fax Number	
b	Works Address :	
	Telephone and Fax Number	
c	Name of Authorised Signatory	
	Phone/Mobile Phone No.	
d	Name of contact person	
	Phone/Mobile Phone No.	
2.	EMD DETAILS	
a	Demand Draft/Banker Cheque No.	
b	Demand Draft/Banker Cheque No.	
c	Amount Rs.	
d	Name of the Bank	
e	Remarks	
3	PREQUALIFICATION INFORMATION	
a	Whether DTC Tender Terms and Conditions accepted (Fill ‘Yes’ or ‘No’)	
b	Tender Validity 180 days accepted (Fill ‘Yes or ‘No’)	
c	Proof of average annual minimum turnover of Rs 3 (three) crore for last three years from Outdoor Advertisement on Unipoles submitted or not (Name the document given as proof)	
d	Three years experience certificate in Outdoor advertising and three year Income-Tax return submitted or not	
4	DOCUMENTS SUBMITTED ALONG EMD FOR PRE-QUALIFICATION	
	We have submitted the following documents alongwith EMD for Pre-Qualification (Fill ‘Yes’ or ‘No’)	
a	Demand Draft/Bankers Cheque (towards EMD)	
b	Whether NDC submitted or not	
c	The list of founder Partners/Directors and existing Partners/Directors, their experiences along with company profile, residential and office addresses, their share in the business, Registration Certificate,/Memorandum of Articles of Association in case of firm registered under Company Act submitted or not	
d	Whether Reference of the Bankers along with the bankers report on the financial standing of the company submitted or not	
e	Copies of profit and loss account and balance sheet for preceding three years submitted or not	
f	Sales Tax No./Service Tax/VAT No. issued by concerned authority submitted or not	
g	Whether the set of tender terms and conditions down-loaded from website duly signed on each page along with declaration form submitted or not	

5.	E.M.D and supporting Documents in originals are hereby sent through regular post/handed over personally in your office so as to reach on or before 4.12.09, at 12.00 Hrs. so as to confirm the pre-qualification.	
6	We aware of the fact that, non submission of Tender documents (EMD and other supporting documents) in original on or before 4.12.09, at 12.00 Hrs. will lead to disqualification of my offer.	
7	We undertake to abide by the all directions contained in the MCD Outdoor advertising Policy regarding display of advertisement.	

SIGNATURE OF THE TENDERER(S)

NAME

FULL ADDRESS

WITH SEAL _____.

_____.

_____.

DATED _____.

DELHI TRANSPORT CORPORATION				
PART-II (PRICE BID)				
Firm's Name				
Tender Description: Award of Advertisement Rights for Display of advertisement Boards on Unipoles in Bus Depot and Terminals				
FORMAT FOR OBTAINING UNIFORM RATES AGAINST OPEN TENDER				
S.NO	DESCRIPTION	LICENSE FEE FOR ALL THE UNIPOLES PER MONTH FOR FIRST YEAR EXCLUDING SERVICE TAX	PRESENTLY APPLICABLE SERVICE TAX *	TOTAL
(A)	(B)	(C)	(D)	(E)
1.	Award of Advertisement Right for Display of advertisement Boards on Unipoles in Bus Depots And Terminals			

* To be as per actual applicable from time to time.

SIGNATURE OF THE TENDERER(S)

NAME
FULL ADDRESS
WITH SEAL _____.

_____.

_____.

DATED _____.

DELHI TRANSPORT CORPORATION
(GOVERNMENT OF N.C.T. OF DELHI)
PUBLICITY DEPARTMENT: SCINDIA HOUSE
NEW DELHI – 110 001

**Specific terms and conditions of Tender for Award of Advertisement Rights for
Display of Advertisement Boards on Unipoles in DTC Bus Depots and Terminals
(Under Two bid system)**

1. **Extent of Tender.**

i) The Tender is for appointment of agents (hereinafter called Contractor) for displaying of advertisements boards by installing the Unipoles at their own cost at DTC Bus Depots and Terminals as given in the NIT. Unipoles available for advertisement through this tender are those which will be constructed by tenderer(s) on its own, not by DTC. The maximum number of Unipoles which can be installed in each Depot/Terminal will be four.

(ii) The tenderers are advised to do their due diligence and fully satisfy themselves regarding each site and location where the Unipoles can be installed by them before submitting their bid. The Unipoles so installed shall be along the boundary wall of the depot/terminal facing vehicular traffic and in no case disturb the normal movement of DTC buses inside the premises. After normal completion of the contract or in the event of pre-mature surrender of the contract or termination of contract on any breach of terms and conditions of the contract by the DTC, the Unipoles so installed/ constructed by the tenderer will be the property of DTC and the contractor shall not have any right on these Unipoles.

(iii) **Period of Award:** It may be noted that display of advertisements on these DTC Unipoles to be constructed/installed by the successful bidder shall be for a period of two year.

However, the Corporation may at its discretion extend the contract for another one year subject to an annual 10% increase in license fee and the contractor otherwise found suitable for extension. In case the contractor is desirous of extension after normal expiry of the contract, he shall make a written request in this regard at least two months prior to the date of expiry of the contract. However, the contractor shall have no right whatsoever for extension beyond the normal two year period of contract.

(iv) The allotment of the DTC properties as given in NIT for installing the Unipoles for the purpose of advertisement to the agent shall be on '**As Is Where Is**' basis, and no objections on any ground such as suitability of the site for advertisement purpose etc. shall be entertained after submission of bids by the tenderer(s).

PRE-BID MEETING:

- i) A pre-bid meeting shall be held at 11.00 hrs on 13.11.09 in Conference Hall, at DTC HQs, I.P.Estate, New Delhi 110002 for any clarifications and replies to the queries raised by prospective Bidders. The prospective bidders should on their own cost attend the said meeting on the date and time as given above.
- ii) The queries, if any, from the prospective bidders in writing should reach latest by 12.00 hrs on 12.11.09. Any verbal suggestion/proposal for variations/deviations/additions to the tender document made during the Pre-Bid meeting should also be given in writing latest by 12.00 hrs on next working day of the pre-bid meeting.
- iii) Pursuant to the Pre Bid Meeting, the terms and conditions of the tender document will be freezed on 23.11.09, with or without amendments thereto as applicable through issuance of an Addendum(s) containing the clarifications including the gist of the relevant questions raised at

the Pre Bid Meeting and the responses of the Corporation thereon. The Addendum to the tender document shall be conveyed to all the prospective bidders by Registered Post/Speed Post/E-Mail and shall also be displayed on the DTC Website immediately on the freezing of tender document.

- iv) Non-attendance at the Pre-Bid Meeting will not be a cause for disqualification of a Bidder. However, the terms and conditions of the Addendum(s) will be legally binding on all the Bidders irrespective of their attendance at the Pre-Bid Meeting. DTC may, at its sole discretion, extend the Deadline for Submission of Bids. The request for participation in the Pre-Bid meeting shall be submitted on or before 12.00hrs on 12.11.09 failing which the admission in the Pre-Bid meeting can not be ensured.

2. **SUBMISSION OF TENDER:**

Sealed quotation preferably type written, should be submitted. The tenderers will quote their rates for illuminated boards on Unipoles. It will however be optional for the tenderers to display non-illuminated boards subject to observing other specifications. The license fee will however remain same in both the cases. One-third remission in license fee will be admissible for use of non-conventional source of energy, in terms of the Outdoor Advertisement Policy of the MCD.

The sale/receipt and opening of tender shall be as per the programme printed in the tender form/NIT. The tender will be opened in the presence of the tenderers or their accredited representatives who may wish to be present at the time of opening of the tender. Tenders received late and without earnest money shall not be entertained. However, decision of the Chairman-cum-Managing Director, DTC or his authorized representative will be final and binding in this regard.

Quotations should be in figures as well as in words. All corrections made in the Tender must be attested by the tenderer himself. However, any correction/overwriting/cutting in the quoted rate in the financial bid will make the bid liable to cancellation.

The Corporation reserves the right to accept or reject any tender or to modify any Term or Terms without giving any reason thereof to the tenderer(s).

3. **PRE-QUALIFICATION CRITERIA:**

A). Average Annual Turnover for the last three years of the tenderer from Outdoor Advertising on Unipoles should be minimum Rs 3(three) crore and **he should have an experience of at least three years in the business of outdoor advertising.**

B). The tenderer(s) shall have to furnish the following information and documents in support of proof along with the tender, failing which the Corporation will have the right to reject the tender forthwith.

- i) The list of founder Partners/ Directors and existing partners/Directors, their experiences along with company profile, residential and office addresses, their share in the business, Registration Certificate/Memorandum and Articles of Association in case of firms registered under Company Act.
- ii) Particulars of the tenderers experience at least for three years in business of outdoor advertising supported by documentary evidence.
- iii) Reference of the Bankers regarding sound financial health and dealing of the tenderer.
- iv) Copies of Profit & Loss Account and Audited Balance Sheet for the preceding three years.
- v) Income Tax Returns for the last three years.

- vi) Any other information, which the tenderer(s) may wish to give, must be typewritten on the tenderer(s), letter heads and all such accompaniments must bear the full signatures of the tenderer(s).
- vii) No Dues Certificate (N.D.C.) from Accounts Department of D.T.C.
- viii) Sale Tax No./Service Tax/VAT No. issued by concerned authority.

The contract will be governed by the guidelines/directions contained in the advertisement policy approved by the Hon'ble Supreme Court of India for the City of Delhi on 12.10.2007 in writ Petition (Civil) No.13029/1985 – Titled 'Shri M.C. Mehta V/S U.O.I. etc.' The tenderer shall furnish an undertaking that he shall comply with the MCD Outdoor Advertisement Policy regarding display of advertisements.

NOTE: Letter Heads and all such accompaniments must bear the full signatures of the tenderer(s).

4. **DISQUALIFICATION**

Even though a Tenderer(s) may appear to meet the pre-qualifying criteria, they may be disqualified if the Tenderer(s):

- a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements;
- b) Has Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures, etc.
- c) Is black listed / barred by GOI/Delhi Govt agency /Central PSU/ as on date of submission of the bids.
- d) Submitted the TENDER, which is not accompanied by the required documentation.
- e) Failed to provide clarifications related thereto
- f) Such firm or any member of such firm has already submitted the TENDER or is a member of a firm which has already submitted the TENDER.
- g) Any member of the Tenderer(s) firm is replaced or withdraws, except with prior written permission of DTC.
- h) Has history of litigation and / or dispute on similar project(s) with DTC.
- i) Has been awarded similar works in the past by DTC and has failed to perform as per stipulation of agreement(s) therein and in this regard the decision of DTC shall be final.

If any such information which would have entitled DTC to reject or disqualify the tenderer(s) becomes known after the tenderer(s) has been qualified, DTC reserves the right to cancel the qualification of the Tenderer(s) at any later stage

5) Electricity connection:

- (i) It will be the responsibility of the contractor to make arrangement to illuminate advertisement boards on Unipoles as per rules and law or instruction issued by Union Govt. or Delhi Govt., DTC or any authority in this regard. The contractor will be given "NO OBJECTION" for taking necessary electricity connection for illumination of the Boards. It will be the contractor's responsibility to take the electric connection from the relevant electricity supply company. No rebate on monthly license fee will be granted on account of any delay in sanction of electric connection by the electricity company to the contractor
- (ii) No Advertiser/Tenderer will be allowed to use D.G.Sets for any purpose on the Unipoles. In case any D.G.Set is found operating on Unipoles directly or indirectly, the same will be seized by the DTC & the Chairman-cum-Managing Director of DTC or his authorised representative will have the right to impose penalty maximum up to Rs.5000/- (Rupees five thousand only) or to terminate the contract without giving any notice. This action will be in addition to and without prejudice to the rights and actions taken by any government agency under provision of law for unauthorized use of D.G. Set.

6) Compliance to Rules, Regulations, Instructions and statutory provisions: It will be the responsibility of the contractor to ensure that all instructions/provisions issued time to time by DTC, MCD, Electricity Company, Central Pollution Control Board, Delhi Pollution Control Committee, PWD, CPWD, NHAI, or any other agency of the Union Govt. or Delhi Govt., or any other authority are strictly adhered to. Any violation of any lawful provision will be treated as a violation of the terms and conditions of contract and action will be taken against the contractor as per provision of the contract.

7. **COMMENCEMENT AND PERIOD OF CONTRACT.**

The contract for the display of advertisement will be for a period of **two year** as specified in Clause (1) (iii) of this tender document. The contract will commence from the date on signing the written agreement with the Corporation.

8. **TAXES**

The advertisement Tax or any other Tax/Taxes/levy payable to any authority under law for the period of currency of the contract will have to be borne by the contractor and a monthly certificate of having paid the taxes to the government agencies concerned will be furnished by the contractor, along with details of the payments made. However, Service Tax would be paid by the contractor to DTC on monthly bills of license fee at the applicable rate notified by the Government from time to time.

9. **EARNEST MONEY**

- i) The **Techno-commercial bid** of the tender must be accompanied by Earnest money deposit of **Rs.10 lakhs (ten lakhs)** in the form of Demand Draft/Pay Order only, payable at any schedule Bank of Delhi in favour of D.T.C. Any Tender unaccompanied by the Earnest Money shall be summarily rejected. No interest will be paid on the Earnest Money by the Corporation.
- ii) Earnest money shall be liable to be forfeited by the Chairman-cum-Managing Director or any other official authorized by the CMD on the following grounds.
 - a) If the quotations are withdrawn by the tenderer(s) before opening the tender or within 180 days of the opening of the tender.
 - b) If the tenderer(s) fails to deposit the security deposit within the time as per Clause – **11 (a)** of this tender document.
- iii) The Earnest Money deposited by the unsuccessful tenderer(s) will be refunded as soon as possible after the tender is opened and contract(s) awarded. **And the EMD amount of the successful tenderer shall be adjusted against the first month of licence fee automatically.**

10. **OFFER VALIDITY**

The tenderer(s) will keep their quotations valid for a period of 6 months from the date of opening of the tender.

11. **SECURITY DEPOSIT**

- (a) Within seven days of acceptance of tender, the successful tenderer(s) shall have to furnish security deposit equal to three-month licence fee of all the Unipoles in all the depots and terminals in the form of Demand Draft/Pay order drawn on any Scheduled Bank, payable at Delhi. The acceptance is prospective and subject only to realization of security deposit and maintenance of the same at required/stipulated levels at all times during the currency and operation of the contract. Any default in this regards, (apart from penal interest) would also additionally during the subsistence of the contract be a ground for immediate annulment/revocation/ termination.

(b) The formal acceptance of the tender/final contract will be issued by the CMD, DTC or any officer authorized by him to do so after the said 7 days period if the security deposit is duly made by the successful bidder within that period.

(c) It is clearly understood by the parties that the contract is terminable in nature. However, the Corporation has right to extend the contract for a period of one year beyond the period envisaged in Clause (1) (iii) of this tender document on the same terms and conditions subject to adequate security deposit by the tenderer and 10% increase in the licence fee on annual basis. Further, even if extended or renewed (as the case may be) it will only be subject to clearance of all previous dues and outstanding as claimed by the Corporation. In this regards, the matter or amount being in dispute shall not be a ground to retain payment of amount claimed by DTC. The contractor shall have no right whatsoever for extension beyond the normal two year period of contract.

(d) No interest will be payable to the tenderer on the Security deposited with the Corporation.

(e) The security amount will remain frozen during the entire contract period and will be released only after successful completion of the contract as per the terms & conditions. All the compensation/claim or other dues/liabilities payable by the contractor under the terms or by virtue of this contract/or any other contracts may be deducted by the Corporation from the security deposit or from any other sum which may be due or may become due to the contractor/advertiser from the Corporation/MCD on any account whatsoever. In the event of security deposit falling short by reasons of any such deduction, the Advertiser shall within 10 days of the receipt of intimation to that effect, deposit an amount by way of cash or draft, to make good the short fall in security deposit.

(f) The contractor/advertiser will have the right to claim the return of the security deposit only after successful performance of the contract to the satisfaction of the Chairman-cum-Managing Director or his authorized representative and after all account with Corporation have been settled and not otherwise.

12. **PAYMENT OF LICENCE FEE**

- a) The contractor shall pay monthly licence fee in advance by pay order or demand draft to the Unit officer managing the contract. The due date of payment will be the seven days after the date of agreement for first month only and one month cycles thereafter. The contractor will be allowed a grace period of seven days for making payment. The first monthly installment of licence fee shall become payable within 7 days of issuance of formal acceptance of the contract. In case the advertiser fails to deposit the license fee and other dues as above, the amount of shortfall will be recovered from security deposit and contract will be terminated.
- (ii) The contractor will however, be allowed one month time from the date of allotment for making the necessary arrangements for installation of Unipoles in the sites given in the NIT and for obtaining advertisement business. During this period no license fee will be payable, irrespective of whether any advertisement is displayed or not. However, from the second month onward from the date of allotment, full monthly license fee will be payable, irrespective of whether Unipoles have been installed or not and any advertisement is displayed or not. For example, if the contract is allotted on 1st June 2009, then no license fee will be charged upto 30th June 2009, and full monthly license fee will be charged w.e.f. 1st July 2009.
- (iii)The due date for payment of the monthly license fee is one month later from the date of the allotment for first month, and one-month cycles there-from for subsequent months. For example, if the contract is allotted on 1st June 2009, then 1st July 2009 shall be the due date for payment of advance license fee for

the first month and the 1st day of each subsequent calendar month (1st August, 1st September, and so on) will be the due payment date for subsequent months of the contract.

- b) Permission may be granted to the Contractor on his written request, at the option of the Chairman-cum-Managing Director or any officer authorised by him, to deposit licence fee latest up to 15 days from the due date, along with late fee @ 24% per annum (calculated as simple interest) on the unpaid amount from due date till the date of payment. For the purpose of calculation of the late fee, year will be taken as 365 days.
- c) In case the payment of monthly licence fee along with late fee @ 24% as stated above is not received within the stipulated period, Chairman-cum-Managing Director shall be at liberty to terminate the contract without giving Notice and the amount equivalent to monthly licence fee plus interest plus penalty if any will be recovered from the security deposit and the rest of the amount of security deposit will be forfeited.
- d) The monthly license fee will be increased by 10% of the quoted amount for the second year of the contract and further 10% in third year if the contract is extended by the corporation.
- (e) Repair and maintenance: The contractor shall have to maintain the Unipoles in good and presentable condition during the entire period of contract. If the contractor fails to maintain the Unipoles in good and presentable condition, it will be treated as breach of terms and conditions of the contract and will be liable for necessary action including termination of the contract without any notice to the advertiser.
- f) The contractor shall not act as an agent of the Corporation nor would be Competent to collect any payment in that capacity from his client.
- g) The advertiser/contractor will have to deposit the whole amount as raised in the bills in the first instance without making any deduction on his own.
- h) Penalty/late fee on the outstanding licence fee is to be charged @ 24% only for the days, the payment deposited/received late instead of entire month.

13. SPECIFICATIONS OF THE ADVERTISEMENT BOARDS.

A. Permitted Size

The length and breadth of the advertisement boards to be fixed on the Unipoles shall not exceed the actual length and breadth of the Unipole. The board to be displayed will be of the actual length and size of the Unipoles and no overhang will be allowed.

The maximum size of the advertisement space permitted on Unipoles as per the MCD policy is 20 ft x10ft. The height of the Unipoles to be constructed by the contractor should also confer to MCD policy on the subject.

B. Oversize advertisement

Any oversize advertisement will not be permitted at any cost/ or under any circumstances. Display of over-size advertisement will be liable to action for violation of the terms and conditions of the contract.

14. OBJECTIONABLE ADVERTISEMENT

(i) The advertisement shall not contain any thing that contravene the Advertising Industry's Code of Ethics, (refer List of Negative Advertisements) or that otherwise causes a traffic hazard.

(ii) List of negative advertisements (As contained in the Outdoor Advertising Policy of MCD):

Nudity

Racial advertisements or advertisements propagating caste, community or ethnic differences

Advertisement of drugs, alcohol, cigarette or tobacco items

Advertisements propagating exploitation of women or child

Advertisement having sexual overtone

Advertisement depicting cruelty to animals

Advertisement depicting any Nation or Institution in poor light

Advertisement casting aspersion of any brand or person

Advertisement banned by the Advertisement Council of India or by law

Advertisement glorifying violence

Destructive devices and explosives depicting items

Lottery tickets, sweepstakes entries and slot machines related advertisements

Any psychedelic, laser or moving displays

Advertisement of Weapons and related items (such as firearms, firearm parts and magazines, ammunition etc.)

Advertisements which may be defamatory, trade libelous, unlawfully threatening or unlawfully harassing

Advertisements which may be obscene or contain pornography or contain an "indecent representation of women"

within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986

Advertisement linked directly or indirectly to or include description of items, goods or services that are prohibited under any applicable law for the time being in force, including but not limited to the Drugs and Cosmetics Act, 1940, the Drugs And Magic Remedies (Objectionable Advertisements) Act, 1954, the Indian Penal Code, 1860; or

Any other items considered inappropriate by the Committee.

(iii) During the period of contract, if on any grounds any advertisement(s) is/are objected to by any competent authority then the Chairman-cum-Managing Director, Delhi Transport Corporation or his authorised representative shall have the right to remove such advertisement(s) at the cost of contractor and the DTC shall not be liable to pay any refund/damage or claim thereon. The contractor, will however, be permitted to display any other advertisement in lieu thereof. No claim for damages etc. will be maintainable on that account.

15. CONTRACTOR'S RESPONSIBILITY FOR PUBLIC LIABILITY AND AGAINST ALL CLAIMS, ACT LOSSES ETC.

The contractor shall indemnify the Delhi Transport Corporation against all claims, actions, demands, losses, charges and cost of expenses which the Corporation has to incur or which may occur on account of infringement of any of these conditions by the contractor or on any other account whatsoever.

The Contractor shall obtain a public liability policy of insurance in respect of all Unipoles allotted to him in the awarded zone.

16. THE CHAIRMAN-CUM-MANAGING DIRECTOR'S AUTHORITY TO RECOVER THE COST IN CASE OF ANY DEFAULT.

If the contractor neglects or fails to do anything which he is required to do under the provisions of the contract, the Chairman-cum-Managing Director or any other authorized person may serve a notice on the contractor asking him to do the things agreed upon as aforesaid and on their neglect or failure to do as directed, cause the same to be done and recover the cost thereof from the contractor/tenderer(s) without prejudice to any other rights, the Corporation may have on account of such default.

17. **ACCOUNT OF ADVERTISEMENT DISPLAYED.**

The contractor shall maintain necessary details of advertisement displayed by him in respect of each Unipoles and produce the same on demand before the Chairman-cum-Managing Director or any other officer authorized by him.

18. **REMOVAL/DEMOLITION OF UNIPOLES.**

The Chairman-cum-Managing Director or his authorised representative shall have the right to have the Unipoles demolished, shifted or removed at any time during the period of contract without notice to the contractor for any reason whatsoever. In the event of such removal or shifting, the contractor may be permitted at the discretion of Chairman-cum-Managing Director to display the advertisement on the alternative site allotted to him for construction of Unipoles by the DTC. The shifting cost if any, in such event shall be reimbursed by the DTC to the contractor as per the CPWD approved rates.

19. **PAYMENT OF INCREASED UNIPOLES.**

The Corporation at its discretion may allow the contractor to install more Unipoles at any site(s) allotted to him after receipt of written request from the contractor. After receipt of written permission to install additional/increased Unipoles from the Corporation, the tenderer shall have to pay for the number of increased newly constructed Unipoles on the same rate/license fee as is being paid in respect of other Unipoles per month. Billing will be made on actual number of Unipoles.

20. **TERMINATION OF CONTRACT ON BREACH.**

Both parties can terminate the contract by giving three month notice. In case the advertiser cause breach of any of the term and condition, the contract will be/can be terminated by the D.T.C. without assigning any reason therefore and the security and the license fee for unexpired period will be forfeited and the advertisements shall be removed at the risk and cost of the contractor.

It is further agreed and understood that in case the contractor intends to have the contract terminated by giving 3 months notice, the Contractor/Advertiser shall not commit any default regarding the payment of monthly licence fee of the terms and conditions of the payment. In case he does so, the termination will be effected immediately at the cost of the advertiser and all the advertisements shall be removed at the cost of the advertiser/contractor.

21. **REMOVAL OF ADVERTISEMENT BOARDS ON EXPIRY OF CONTRACT BY THE CONTRACTOR**

It will be the responsibility of the contractor to remove all advertising boards on or before the date of expiry of the contract. If any advertisement board will be found displayed on any Unipole after expiry of the contract, the tenderer will have to pay compensation of double the rate of licence fee per day per advertisement up to the date the advertisement are actually removed. On failure on the part of the contractor in removing the advertisement as mentioned above, the Chairman-cum-Managing Director or his authorised representative shall have the right and power to remove such advertisement at the cost & risk of contractor without any notice. The compensation mentioned above will be over and above the licence fee or late fee if any.

22. **DISPLAY OF ADVERTISEMENT BOARD ON UNAUTHORISED ADDED UNIPOLES BY THE CONTRACTOR**

During the tenure of the contract if it is found that the advertisement has been displayed on unauthorized added Unipoles by the Contractor then he will have to pay double the

rates of the license fee from the commencement of the contract and advertisement board will also be removed. This will also amount to breach of terms & conditions of the contract and penal and punitive action including termination of the contract will be taken against such contractor and such advertisement board will be removed on the risk & cost of the contractor.

23. **INSOLVENCY OF THE CONTRACTOR**

In the event of contractor being a firm, and if any partner of the contractor firm, is adjudged insolvent or bankrupt or makes an assignment for the benefit of his creditors, the Chairman-cum-Managing Director, Delhi Transport Corporation or his authorised representative will have a right to give 10 days notice to the Contractor of its decision to terminate the contract and the contract shall stand terminated with the same force and effect as if such date was the date for expiry of the original contract.

24. **TERMINATION OF CONTRACT.**

- i) The contract can be terminated without assigning any reason by way of three months' notice from either side. However, the firm who surrenders the contract may not be allowed to participate in the tender for next 6 months. **The security deposited by the party shall be forfeited and no claim shall be entertained.**
- ii) The contractor will have to remove the advertisement on or before the date of termination of the contract failing which provision of Clause-21 of the terms and conditions of tender shall apply.

In the event of premature termination of the contract by the tenderer, without notice of three months as provided above, the Chairman-cum-Managing Director, Delhi Transport Corporation or his authorised representative shall have right not only to forfeit the security amount referred in Clause-11 (a), but also to claim from tenderer an amount equal to the license fee(LF) payable by the tender for the unexpired notice period.

25. **LIST OF THE UNIPOLES.**

The contractor shall furnish a list of Unipoles to the Chairman-cum-Managing Director or any other officer authorised by him which are sanctioned for display of advertisements soon after the signing of the contract **No complaint regarding feasibility of installation of Unipoles will be entertained after filing of the tender bids.**

26. **TRANSFER OF AGENCY NOT PERMITTED.**

The contractor shall not assign or transfer the right hereby granted to him to any other person or persons, firm or company whosoever or whatsoever without the prior consent in writing of the Chairman-cum-Managing Director.

27. **ACCEPTANCE/REJECTION OF TENDER.**

The Chairman-cum-Managing Director reserves the right to accept or reject any tender without assigning any reason.

28. **DISQUALIFICATION OF TENDERER:**

Non-compliance/deviation from the above referred terms and conditions/procedure relating to award of contract shall disqualify the tenderer.

29. **IDENTICAL RATES.**

In case more than one tenderers have quoted the identical rates, the Chairman-cum-Managing Director, DTC will have the discretion to assign the contract to any of the tenderers or negotiate with the tenderers under these circumstances.

30. **COUNTER OFFER.**

No counter request/offer will be acceptable to the Corporation once the tender process is initiated.

31. **DISPUTE SETTLEMENT.**

There shall be a Dispute Settlement Committee, which shall try to settle all disputes at the first stage. The contractor can not move the court of law without first referring the matter to the Dispute Settlement Committee for its resolution. The Dispute Settlement Committee shall consist of the senior officers of the Corporation as nominated by the CMD representing inter-alia the Finance and Accounts, Law, Publicity, and the Depots/Units managing the publicity contracts. The authorized representative of the Contractor will be allowed to participate in the Dispute Settlement procedure. Any dispute raised by the contractor shall be considered by the Dispute Settlement Committee only if, the contractor has cleared up to date outstanding dues till the raising of dispute(s).

Also during the proceedings of the Dispute Settlement Committee, the contractor shall not hold back the payments which shall fall due as per the agreement and would continue to pay till the finalization of the dispute(s) by the Dispute Settlement Committee. The final adjustment will be made as per the recommendation of the Dispute Settlement Committee with the approval of the CMD. If this Committee fails to resolve the issue, the parties will be free for redressal through the Court of Law in accordance with law.

32. **JURISDICTION OF COURT.**

The courts located in Delhi only shall have Jurisdiction to try and decide the matter/dispute between the parties.

33. **WRITTEN AGREEMENT.**

The successful tenderer will have to enter into an agreement with the Corporation for the proper fulfillment of the contract on lines similar to terms of the tender or as modified or added by Chairman-cum-Managing Director, DTC. Such tenderer shall have to furnish two non-judicial stamp paper Rs.100/- each within three days on receipt of intimation of acceptance of the tender and agreement shall be executed only on furnishing of Security as stated above and after completion of all other formalities as per requirement of the Corporation.

DECLARATION

I/WE declare that I/WE have read the above terms and conditions for advertisement rights for display of Advertisement Boards on Unipoles in DTC Depots and Terminals and the rates quoted by me/us to which I/WE have subscribed my/our signatures. I/WE undertake to abide by the said terms and conditions and the rate quoted by me/us. I/We am/are major on the date of making this declaration.

SIGNATURE OF THE TENDERER(S)

NAME
FULL ADDRESS
WITH SEAL _____.

_____.
_____.
DATED _____.

WITNESES:

1. Name:
Address _____.
Dated _____

2. Name:
Address _____.
Dated _____