

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

NOTICE INVITING TENDER

Delhi Transport Corporation, (GNCT of Delhi) invites sealed Tenders in 'Two-Bid' system i.e. Part-I - 'Techno- Commercial Bid' and Part-II 'Price-Bid' for **CWG- 2010 Zone** from the advertisers for display of advertisement rights on the 135 newly constructed / under construction Modern stainless steel Bus Queue Shelter as per detail given hereunder.

Sr. No	Description	Approximate Number of BQs	Reserve Price (p.m./BQS)	Earnest Money (E.M.D.) (Rs.)	Opening of Tecno – commercial Bids.
1.	Display of advertisement rights on 135 Modern stainless steel Bus Queue Shelters. (CWG, 2010 Zone)	135	Rs. 75,000.00 p.m./BQS	40 Lakhs	24.08.2010 at 1500Hrs

- (ii) The Complete Tender documents can be purchased by the interested firm(s)/advertisers from Delhi Transport Corporation, Room No. 207, Tender Cell, I.P.Estate, New Delhi – 110 002 on payment of Rs. 10,000/- by DD(in favour of CMD, DTC) or Cash only. The Tender Document can also be downloaded from our Website <http://dtc.nic.in> and cost of tender of Rs. 10,000/- through DD/Cash shall be deposited by the bidder to Tender Cell / Cashier prior to opening of techno commercial bids.

(iii) Important Dates:

- A. Tender Commencement Date : 05.08.2010
B. Last Date for Purchase of Tender : 23.08.2010
C. Tender closing date : 24.08.2010 at 1200 hrs.
D. Tender opening date : 24.08.2010 at 1500 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 011-43508643 / 28844206.

CHIEF GENERAL MANAGER (PUBLICITY)
DELHI TRANSPORT CORPORATION

DELHI TRANSPORT CORPORATION
(GOVT. OF N.C.T. OF DELHI)
PUBLICITY DEPARTMENT
SCINDIA HOUSE : NEW DELHI-110001

TENDER FOR DISPLAY OF ADVERTISEMENT
RIGHTS ON 135 NEWLY CONSTRUCTED
MODERN STAINLESS STEEL BUS QUEUE
SHELTERS.

COST OF TENDER = Rs. 10,000/-.

TEL. NO. : 011-43508643
011-28844206

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DELHI TRANSPORT CORPORATION
(GOVT. OF N.C.T. OF DELHI)
ROOM NO. 207, TENDER CELL
I.P. ESTATE : N..D.-2

NON TRANSFERABLE

THE COST OF TENDER FORM = Rs. 10000/=
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
ADVERTISEMENT RIGHTS
ON 135 MODERN STAINLESS
STEEL BQSs.

DUE ON 24.08.2010
CLOSING TIME 12.00 Hrs

SIR,

I/WE HEREBY SUBMIT OUR TENDER FOR ADVERTISEMENT ON 135 MODERN STAINLESS STEEL BQSs (CWG, 2010 ZONE). THE RATES QUOTED ARE AS PER FORMAT DESIGNED BY DTC AT ANNEXURE -'C'.

I/WE HEREBY AGREED TO ALL THE TERMS & CONDITIONS STIPULATED BY DTC AND WILL KEEP OUR OFFER OPEN FOR 120 DAYS FROM THE DAY OF OPENING OF THE TECHNO COMMERCIAL BID.

EARNEST MONEY OF Rs 40,00,000/- (RUPEES FOURTY LAKHS ONLY) 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. THIS FORM SHOULD BE DULY FILLED, SIGNED WITH OFFICIAL SEAL BY THE BIDDER.

DELHI TRANSPORT CORPORATION
GOVT. OF N.C.T. DELHI
I.P.ESTATE, NEW DELHI – 110 002.
T.No.43508643, 43508645

GENERAL TERMS & CONDITIONS OF TENDER

1. **SCOPE OF WORK :**

Delhi Transport Corporation, GNCT of Delhi invites sealed Tenders in 'Two-Bid' system i. e. Part-I - 'Techno- Commercial Bid' and Part-II 'Price-Bid' from the advertisers for display of advertisement rights on the 135 newly constructed / under construction Modern stainless steel Bus Queue Shelters in the **CWG- 2010 Zone** as per list **at Annexure 'A'**. The figure of 135 BQSs is approx. figure; this is subject to change in numbers/sites (locations). As on date only **75 Modern stainless steel Bus Queue Shelters** are ready for display of Advertisements. The remaining shelters shall be constructed in phased manner and expected to be **completed by August, 2010**. However, the license fee p.m./BQS shall be charged only for the BQSs which are handed over to the Successful Bidder in writing by the DTC.

2. **SUBMISSION OF TENDER / BIDDING PROCESS :**

Duly filled and signed Tenders should be addressed to Chairman-cum-Managing Director, Delhi Transport Corporation and submitted in Room No.207, Tender Cell, I.P.Estate, New Delhi – 110 002 in sealed cover duly super scribed with (1) Tender for advertising rights for 135 Modern stainless steel BQS. **This main outer envelope should contain two separate and sealed envelopes inside – Techno-commercial Bid and Price Bid respectively, also super scribed accordingly.** Tender should reach on or before due date i.e on 24.08.2010 by 1200Hrs.

3. The Techno Commercial Bid shall be opened on 24.08.2010 at 1500 hrs. at Room No.207. Bidders may attend the Tender opening proceedings, if they desire so. The "Price Bid" envelopes shall be opened separately for which the date shall be informed to the Techno-commercially qualified short listed bidders later on.
4. Tender Forms should be clearly filed in ink or duly typed giving full address of the tenderers. The rates should be quoted in figures as well as in words without any cutting and overwriting. The Overwriting or alterations will disqualify the tender unless they are legibly attested by the tenderer. The rate should be kept valid for 120 days from the date of opening of the Techno Commercial Bids. If the Bidder withdraws his offer before the said date, the earnest money will be forfeited in full. The decision of the Corporation to this effect shall be final and binding on the tenderer(s).
5. The prospective bidders are required to **inspect the newly constructed modern stainless steel BQSs at the sites (Wherever Completed) mentioned in Annexure 'A'**. And only after inspection, they may quote the rates. 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 in written or verbal will be entertained with regard to acceptance /rejection of the tender. Any attempt on the part of the tenderer to influence any official/officer of this Organization will disqualify the tender. The BQSs shall be made available on **"as is where is basis"**. The prospective bidders should satisfy themselves as to the suitability of the available BQSs for purposes of display of advertisement and the Corporation shall not be liable in the event the successful bidder is unable to display advertisement on any BQS.

6. ELIGIBILITY CRITERIA-

The prospective bidders shall be considered as eligible bidder if the bidder fulfills and submits the following with the tender form.

- A) The firm should have minimum three years experience in the advertising business.
- B) Minimum Annual Average turnover of the bidder for the last three years should not be less than the Rs. 20 Crs. per annum. This should be certified by the qualified Chartered Accountant. For this purpose, turnover of the individual firm shall be considered and no joint Venture or the Consortium's turnover shall be considered.
- C) The Bidder / tenderer will have to submit a NO DUES CERTIFICATE from the the accounts department of DTC.
- D) The tenderer / contractor shall have to furnish an undertaking that he shall comply with the MCD outdoor policy regarding display of advertisements.
- E) Copies of registration certificate of the firm/company, Memorandum and Articles of Association in case of firms registered under the Companies Act.
- F) List of immovable properties of the firm with addresses

7. CONTENTS OF BIDS :

a. The Contents of Techno Commercial Bid :

This envelope shall contain:-

- (i) Firms "Techno-commercial" offer vis- a-vis DTC's tender terms and conditions.
- (ii) Tender Form as purchased from DTC Tender Cell, duly filled & signed as per the instructions given thereon.
- (iii) EMD of Rs. 40 Lakhs in the form of Demand Draft / Pay Order Only. No other mode of payment will be acceptable.
- (iv) No Dues Certificate from Accounts Department of DTC **as per Annexure 'B'**
- (v) The documents in support of minimum Annual turnover of Rs. 20 Crs. Of individual firm / proprietor.
- (vi) The document in support of three years experience in the advertising business.

b. The Contents of Price Bid

This envelope should contain only:

Bidders "Price – bid" only in INR in the format **as per Annexure 'C'** .

8. DISQUALIFICATION

Even though the Bidder meets the pre-qualifying criteria, they could be disqualified if they have:

- a. Submitted the tender document after 1200 Hrs on the date mentioned in advertisement.
- b. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements.
- c. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures are found at any stage.

- d. Submitted the tender document which is not accompanied by the required documents or is non-responsive.
- e. Failed to provide any clarifications related thereto.
- f. Where the bidder has already submitted the tender document and is a member of Entity which has already submitted the tender document or vice versa.
- g. If any member of an Entity is replaced or withdraws, except without prior written permission of DTC at any stage.
- h. The entrepreneur is not allowed to sub-lease the space to any other.
- i. violates any other condition mentioned herein before/herein after.
- j. If any such information which would have entitled DTC to reject or disqualify the Bidder, becomes known after the bidder has been pre-qualified, DTC reserves the right to cancel the pre-qualification of the bidder at any later stage, without assigning any reason thereof.
- k. Where the applicant is a Joint Venture/Partnership firm or an entity of similar nature, DTC may disqualify the entire entity for any of the reasons set out above, even if it applies in respect of only one member of the Entity.

Bidders who canvass or attempt to influence the pre/post – qualification or selection process shall necessarily be disqualified from the process at any stage.

9. PERIOD OF CONTRACT :

The period of contract for display of advertisements by the H-1 bidder shall be for two years. The contract shall be awarded only after deposit of performance security/balance performance security within 10 ten days from the date of issue of offer letter.

Further, in view of the ensuing Common Wealth Games to be held in October 2010, the DTC may withdraw the advertising rights temporarily for a period to be specified at the appropriate time with a notice of 03 days for displaying the Common Wealth Games related advertisement and in such situation the contract period of two years shall be deemed to have been completed only after adding the period of such temporarily withdrawal as stated above.

10. EARNEST MONEY DEPOSIT (EMD)

The tenderers are required to deposit earnest money of Rs.40 Lakhs (Forty lakhs Only) by means of Demand Draft/Pay Order only (no other mode of payment shall be accepted) drawn on any nationalised bank payable at Delhi, in favour of the **CMD, DTC**. Tenders not accompanied by earnest money are liable for summary rejection. The earnest money of successful bidder shall be converted into security deposit and only remaining balance security deposit shall have to be deposited by the successful bidder in shape of DD/PO only on or before the date mentioned in the offer letter. The EMD of unsuccessful tenderer(s) shall be refunded only after award of contract to the successful bidder. No interest will be paid on the EMD/Security deposit. The Corporation reserves its right to make recovery of claims, if any, from the EMD deposited against this tender.

Earnest money shall be liable to be forfeited by the Chairman-cum-Managing Director or any other official authorised by the CMD on the following grounds.

- a) If the quotations are withdrawn by the tenderer(s) before opening the tender or within 120 days of the opening of the tender.
- b) If the tenderer(s) fails to deposit the security deposit within the time as per Clause – 12 of this tender document.

11. **OFFER VALIDITY**

The tenderer(s) will keep their quotations / offer valid for a period of 120 days from the date of opening of the Techno-Commercial Bid.

12. **SECURITY DEPOSIT**

(a) The successful bidder is required to deposit **performance security equivalent to 10% of the annual quoted license fee** by the bidder in the form of Demand Draft/Pay order drawn on any Scheduled Bank, payable at Delhi, in favour of CMD – DTC, within 10 days from the date of offer letter issued by the DTC. Only after deposit of required performance security amount with DTC (Publicity Department, Scindia House), the contract shall be awarded. Failing which the contract shall not be awarded to the bidder and amount of EMD shall be forfeited.

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

(c) The security amount will remain freezed during the entire contract period of two years and will be released only after successful completion of the contract as per the terms & conditions. The number of BQSs may increase or decrease slightly. However, security amount deposited at the time of award of contract shall remain same during the currency of contract and there shall be no change in the Security Amount in case of reduction/enhancement in number of BQSs. 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 shall 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. Further, under any circumstances, the security deposit amount shall not be adjusted and reduced against missing BQSs.

(d) The amount of security deposit shall be forfeited if the bidder abandons or fails to perform the contract at any time during the contract period of two years. Further, if it is observed at any time during the period of contract that the party has submitted fake/bogus documents in tender to gain the contract then the contract shall be terminated and performance security shall also be forfeited.

(e) The amount of the security deposit shall be forfeited if the Bidder/Contractor fails to perform the contract at any time and in such other events as are elsewhere provided in the contract.

13. **PAYMENT OF LICENSE FEE**

- a) The DTC shall issue quarterly license fee bills, in advance, for the all 135 allotted BQSs or the BQSs which are physically in existence on the day of issue of bill. The quarterly bills shall be issued by DM, IPD who will be the managing depot for this **CWG, 2010 Zone** during entire contract period of two years. The contractor has to pay the entire amount of quarterly license fee as well as applicable Service Tax within 07 days from the date of bill raised by DM, IPD/DTC. The payment of quarterly license fee shall be accepted only in form of demand draft/pay order in favour of CMD - DTC. **The quarterly License Fee and Total Service Tax for the first quarter shall be deposited in the form of DD/PO deposited at Publicity Section, Scindia House, New Delhi by the successful bidder immediately on receipt of offer letter and before award of contract.**
- b) In addition to advance quarterly license fee, the contractor has to deposit the entire service tax as per applicable rate in the form of DD/PO in favour of CMD-DTC. The contractor has to pay advance quarterly license fee payment positively by 07th of each quarter/month (within 07 days from the date of issue of bill). Failing which, the penalty at the rate of 24 % per annum shall be imposed on the delayed payment and delayed days subject to maximum one month with the Chairman-cum-Managing Director or any officer authorised by him. For the purpose of calculation of the late fee, year will be taken as 365 days.
- c) In case the payment of quarterly license fee alongwith penalty @ 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 quarterly license 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) **From the IInd quarter onward,** contractor shall deposit the DD/POs of advance quarterly license fee with the DM, IPD within the stipulated period. The DD of service tax shall be in favour of CMD-DTC only.
- e) **License fee shall be enhanced @ 10% (of the quoted license fee by the bidder per month) in the IInd year.**
- f) 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. In case of any missing of BQS, the contractor shall make a request to the Depot Manager(s) managing the contract latest by 20th of every month and Depot Manager shall get the same verified/surveyed/checked by 25th in the presence of contractor or his representative and shall raise bill based on physical existence of BQSs. If no request is received from the contractor to the concerned D.M./Unit within the stipulated period i.e. upto 20th day of every calendar month, the request will not be considered at a later stage. **In case of any missing BQS observed during joint survey, the rebate to the extent of missing BQSS shall be given in the bill of subsequent quarter.** In other words, billing shall be made on the physical existence of BQSs. Further, except for any adjustment for any missing BQS in the manner as mentioned above, no claim for rebate shall be entertained on any ground whatsoever including on the ground of size, available space for advertisement, defect in BQS, etc.
- g) Penalty/late fee on the outstanding license fee is to be charged @ 24% only for the days, the payment deposited/received late instead of entire month.

MAINTENANCE OF BQSs DURING CONTRACT PERIOD***14.1 Minimum Maintenance to be ensure by the Successful Bidder::***

- a. All BQSs and the surrounding areas are to be kept cleaned at all times. The litter bins should not be overflowing at any time and disposal of garbage to be arranged to as required.
- b. The advertisement panels to be kept clean from dust, stains etc, at all times. It is to be ensured that posters etc. are not posted on any of the panels and on structural part of Bus Q Shelters. It is to be ensured that Wet Cleaning of BQSs (Incl. Roof Top) by every week and Polishing of Stainless Steel Structure by every month.
- c. No leakage from roof to be permitted.
- d. Proper drainage is maintained and no accumulation of water, liquid etc. is allowed at any time.
- e. The lighting arrangement at the Bus Q Shelters should be functional at all times. Electrical safety is to be ensured for users as well as concessionaire's staff.
- f. All structural members, seating arrangements and advertisement panels are to be inspected and maintained in good condition as per the maintenance manual.
- g. Broken floor tiles are to be replaced within 2 days of such event. For this purpose it is advised that the concessionaire maintains a minimum inventory of similar tiles at his store.
- h. The staff provided should be literate and courteous toward the users and assist handicapped and old age users.
- i. The flower plants and shrubs, if any, are to be maintained and watered regularly and the wastes to be disposed off.
- j. Security of all assets to be ensured at all Bus Q Shelters.
- k. The advertisements on panels to be changed during off peak periods – preferably during night hours.
- l. The advertisements are not permitted on the roof Tops.

14.2 Maintenance Check procedure

- I. Within 30 days from the date of signing of the agreement, third party will be appointed by D.T.C. for taking feedback about the standard/quality of the Maintenance / upkeep of all the bus queue shelters being done by the successful bidder during contract period. The third party will be designated as Independent Engineer (I.E.).
- II. The salary / wages/ perks paid to I.E. will be borne by DTC.
- III. I.E. carry out the inspection of BQSs as per the activities set out in various schedules placed at Annexures D (1-6) collectively known as Annexure D.
- IV. The scope of the work and periodicity of various activities is also indicated in respective Annexures 'D'
- V. If any dispute arises with respect to the advice, instruction, direction of the I.E. the same shall be resolved by CMD, DTC or his authorized representative and will be binding on DTC and successful bidder.
- VI. If DTC shall have reason to believe that the I.E. is not discharging its duties in a fair and diligent manner. DTC may terminate the appointment of I.E. and appoint another I.E.
- VII. The staff recommended to be engaged by the contractor for the purpose of the maintenance of the bus queue shelter is Manager and Supervisor level 5Nos, skilled staff 10Nos. & unskilled staff 20 Nos.

VIII. The I.E. shall submit monthly certificate to DTC regarding status on the upkeepment/maintenance of BQSs. In case, of the certificate mentions that the work of the contractor is not satisfactory then the penalty @ 10% on the monthly / quarterly bill amount shall be imposed by DTC which will be applicable for the month /quarter for which the inspection/certificate pertains. The penalty shall be deposited by the successful Bidder in the following month without fail and without any grievance on the said subject. The said penalty has also to be deposited in the form of DD/PO only (in favour of CMD-DTC) by the contractor without any dispute within 10 days from the date of issue of bill. Failing which the penalty @ 24% per annum shall be paid by the contractor for the delayed days.

15. **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 quarterly bills of license fee /as per the applicable rate notified by the Government from time to time.

16. **SPECIFICATIONS OF THE ADVERTISEMENT BOARDS.**

A. **Permitted Size**

The BQSs offered having following display area / sizes

In these BQSs, there is no provision for display of advertisement on roof-top. Further, advertisements on the roof-top are not allowed. The advertisements are to be displayed only on the given specified areas. However, approx. 16.13 Sq. Mtr. Will be the maximum Display Space/Area per BQS for display of an advertisement by the bidder. The description of the same is given as under:

- a) **Two Panel - Having Area of 2.53 Sq. Mtr. Each**
- b) **One Panel - Having Area 8.64 Sq. Mtr. (5.76 x 1.50)**
- c) **One Panel - Having Area 2.43 Sq. Mtr. (1.256 x 1.956)**

The above is only tentative area. The prospective bidder is required to inspect/ visit the sites and see the area and then quote rates. Under any circumstances, no grievance regarding size and available space for advertisement etc. shall be entertained. If any advertiser dispays the adveetrisements on the rooftop on any BQS then the penalty to the extent of double the licence fee shall be imposed. The said penalty shall be without prejudice to DTC's right to take any other action and/or any penalty imposed by MCD.

B. **Oversized advertisement.**

Any oversized advertisement will be levied a fee equal to 50% of the quarterly license fee for each of the BQS carrying oversize advertisement. This fee will be without prejudice to and in addition to any penalty imposed by MCD for violation of maximum advertisement space norms. Display of over-size advertisement will also be liable to action for violation of the terms and conditions of the contract.

17. **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 directly or indirectly

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 Cosmetics Act, 1940, the Drugs And Magic Remedies (Objectionable Advertisements) Act, 1954, the Inunder any applicable law for the time being in force, including but not limited to the Drugs and dian 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.

18. **ELECTRICITY CONNECTION:**

(i) DTC will handover all the newly constructed BQSs as per tender list to the successful bidder duly equipped with Electricity Connection as well as Electircity fitting(including tube lights) in each BQS, but, It will be the responsibility of the contractor to make arrangement to illuminate advertisement boards as per rules and law or instructions issued by Union Govt. or Delhi Govt., DTC or any authority in this regard. The Contractor has to bear the maintenance cost of BQSs including Electricity Bill etc. during the entire contract period. During the currency of the contract, Electricity consumption Bill of each BQS shall be bear by the Contractor. Further, any theft, mishandling of Electricity meter/fitting during the currency of the contract shall also bear the cost of the same.

Further, It will be the responsibility of the Contractor to handover the entire BQSs to DTC on expiry/termination/surrender of contract as the case may be, in good condition and with full Electricity fitting. The proportionate deductions on account of missing Electricity fitting shall be made from the Security Deposit.

(ii) No Advertiser/Tenderer will be allowed to use D.G.Sets for any purpose on the BQS. In case any D.G.Set is found operating on BQS 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) per day 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.

19. 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.

20. 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, 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 BQS allotted to him in the awarded zone.

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

If the contractor shall neglect or fail 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.

22. ACCOUNT OF ADVERTISEMENT DISPLAYED.

The contractor shall maintain proper account of advertisement displayed by him in respect of each advertisement board displayed on the shelters/booths and produce the same on demand before the Chairman-cum-Managing Director or any other officer authorised by him.

23. REMOVAL/DEMOLITION OF SHELTERS.

The Chairman-cum-Managing Director or his authorised representative shall have the right to have the shelters demolished, discontinued, 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 shelters if constructed/allotted in the same zone and if available.

24. **TERMINATION OF CONTRACT ON BREACH.**

A) In case of breach by the contractor of any terms and conditions of the tender or that of agreement, the Chairman-cum-Managing Director or his authorised representative shall have absolute right to terminate the contract without notice to the contractor and cause the advertisements removed at the risk and cost of the contractor and forfeit the license fee for unexpired period and the security deposit. The Corporation reserves its right to forfeit security deposit even before termination of the contract on breach.

B) It is further agreed that the contractor/advertiser shall not commit any breach of the terms and conditions of the agreement and in the unlikely event of any other breach, the Corporation shall give notice calling upon the contractor/advertiser to rectify/remedy the breach, to satisfy the Corporation about there being no breach and satisfy the Corporation within a period of 15 days from the date of notice otherwise the Corporation shall be entitled to terminate the agreement without giving any further notice and in that event the corporation shall be entitled to recover all its dues which can be adjusted from the dues of contractor/advertiser if any found due to him. However, the contractor shall continue to pay the quarterly license fee without any default till the date of termination of contract or for all advertisement removed from BQSs.

C) It is further agreed that the Contractor/advertiser has to handover the BQSs in good and working condition including Electircity Connection and Electric Fittings, in case any damage/loss/mishandling observed, an expenditure occurred thereupon to make it in good condition will be deducted from the Security Deposit.

25. **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 the Bus Queue Shelters after expiry of the contract, the tenderer will have to pay compensation of double the rate of license 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 risk & cost of contractor without any notice. The compensation mentioned above will be over and above the license fee or late fee if any. The contractor shall be liable for any damage to the BQS in any manner whatsoever during the period of the contract or its expiry whether occasioned by installation or removal of the advertisement boards or otherwise. Any amount on this ground may be adjusted from the security deposit and/or any payment due to contractor.

26. **DISPLAY OF ADVERTISEMENT BOARD ON UNALLOTTED BQS/TKBs BY THE CONTRACTOR**

a) During the tenure of the contract if it is found that the advertisement has been displayed on the unallotted BQS/TKBs 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 will be taken against such defaulter under Law and the contract.

b) In case of display of any unauthorized advertisement, in violation of any of the terms & conditions of the tender/contract, the contractor will have to pay double the rate of the license fee and such advertisement board will be removed on the risk & cost of the contractor and penal action will be taken as per the terms & conditions of the contract.

27. **INSOLVENCY OF THE CONTRACTOR**

In the event of contractor and if contractor is a firm, 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 expiration of the original contract.

28. **TRANSFER OF AGENCY NOT PERMITTED.**

The contractor shall not assign or transfer the rights hereby granted to him to any person or persons, firm or company whatsoever or whatsoever in any manner including by way of sub-contract, agency or in any other manner without the prior consent in writing of the Chairman-cum-Managing Director.

29. **ACCEPTANCE/REJECTION OF TENDER.**

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

30. **JURISDICTION OF COURT.**

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

31. **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 ten days from the date of issue of offer letter. An agreement shall be executed only on furnishing of DD/PO of performance Security as per clause of performance security.

32. **SUBMISSION OF STATEMENT**

The contractor will submit a list of shelters on which he displays advertisements every month to the respective unit or as and when desired by the Corporation.

33. **COUNTER OFFER.**

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

34. **DISPUTE SETTLEMENT MECHANISM.**

There shall be a Dispute Settlement Committee, which shall try to settle all disputes at the first stage. The Dispute Settlement Committee shall consist of the senior officers of the Corporation as nominated by the CMD representing inter-alia the Accounts, Finance, Law, Civil Engineering, and Publicity Departments; and the Depots/Units managing the publicity contracts. The authorized representative of the Contractor will be allowed to participate in the Dispute Settlement procedure. If the Committee fails to resolve the issue, the parties will be free to redress it in the Court of Law in accordance with law. The existence of any dispute or reference of the same for redressal in any forum shall not absolve the contractor of its liability to continue make the payment of the license fee as stipulated in the Agreement.

DECLARATION

I/WE declare that I/WE have read the above terms and conditions for advertisement rights on Bus Queue Shelters 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

NAME

ADDRESS _____.

_____.

DATED _____

WITNESS:

1. Name:
Address _____.
Dated _____

2. Name:
Address _____.
Dated _____

List of 135 Modern stainless steel Bus Queue Shelters (CWG 2010 Zone)**Yamuna Sports Complex****(Games village to Gazipur x-ing to Yamuna sports Complex) Athlete Route**

S.No	Name of BQS	WPT
1.	Sanjay Lake Tirlok Puri	Akshar Dham
2.	Sanjay Lake Tirlok Puri	Ghazi Pur
3.	East Vinod Nagar Depot	Akshar Dham
4.	East Vinod Nagar Depot	Ghazi Pur
5.	Gazipur Village	Gazipur
6.	Anand Vihar ISBT	Shahdara
7.	Anand Vihar ISBT	Gazipur
8.	Ram Prastha Xing	Gazipur
9.	Ram Prastha Xing	Shahdara
10.	<i>Ram Prastha Mandir</i>	<i>Gazipur</i>
11.	<i>Ram Prastha Mandir</i>	<i>Shahdara</i>
12.	Shreshta Vihar	Border
13.	Yojana Vihar	Border
14.	Yojana Vihar	Suraj Mal Vihar
15.	Yamuna Velodrum	Border
16.	Yamuna Velodrum	Suraj Mal Vihar
17.	D-Block Suraj Mal Vihar	Border
18.	D-Block Suraj Mal Vihar	Suraj Mal Vihar
19.	<i>Karkardoma Court</i>	<i>Jagat Puri</i>
20.	<i>Karkardoma Court</i>	<i>Suraj Mal Vihar</i>
21.	<i>Suraj Mal Park</i>	<i>Vivek Vihar</i>
22.	ESI Hospital Tank	Karkardoma Court
23.	ESI Hospital Tank	Vivek Vihar
24.	ESI Hospital	Karkardoma Court
25.	ESI Hospital	Vivek Vihar
26.	Vivekanand Mahila Collage	Karkardoma Court
27.	Vivekanand Mahila Collage	Vivek Vihar

I G Stadium**(Games viillage to Akshar Dham Mandir to Delhi Sectt. to IG Stadium) Athelete Route**

28.	Rainy Well	ITO
29.	Rainy Well	Ram Vihar
30.	Akshar Dham Mandir	Noida
31.	Akshar Dham Mandir	Noida
32.	Akshar Dham Mandir	TT Post
33.	Akshar Dham Mandir	TT Post

Dr.Karni Singh Stadium**(Games viillage to Lajpat Nagar x-ing to Modi Mill to Kalka Mandir to M.B.Road to Dr.Karni Singh Stadium) Athelete Route**

34.	Lajpat Nagar X-ing	Modi Mill
35.	Lajpat Nagar X-ing	Modi Mill
36.	Garhi Village	Modi Mill
37.	Garhi Village	Ring Road
38.	East of Kailash-C Block	Ring Road
39.	SNP Depot	Modi Mill
40.	SNP Depot	Ring Road
41.	Kalka Mandir	Modi Mill
42.	Kalka Mandir	Modi Mill

43.	Kalkaji Depot	Lal Kuan
44.	Kalkaji Depot	Modi Mill
45.	Okhla Ph-I	Kalkaji Depot
46.	Okhla Ph-I	Lal Kuan
47.	ESI Hospital	Lal Kuan
48.	ESI Hospital	Kalkaji Depot
49.	M.B.Road	Ambedkar Nagar
50.	M.B.Road	Badar Pur
51.	Kaya Maya Hospital	Ambedkar Nagar
52.	Kaya Maya Hospital	Badar Pur
53.	Tughlakabad	Ambedkar Nagar
54.	Tughlakabad	Badar Pur
55.	Air Force Station	Ambedkar Nagar
56.	Air Force Station	Badar Pur

North Campus Ground

(Games viilage to ISBT to Delhi Vidhan Sabha to Mall Road to North Campus Ground Athelete Route).

57.	I S House	GTB Ngr
58.	I S House	ISBT
59.	I S House	ISBT
60.	Vishwa vidyalaya Metro Station	ISBT
61.	Vishwa Vidyalaya Metro Station	GTB Ngr.
62.	Mall Road	ISBT
63.	Mall Road	GTB Ngr.
64.	Khyber Pass	ISBT
65.	Khyber Pass	GTB Ngr.
66.	Delhi Vidhan Sabha/ Metro Station	ISBT
67.	Delhi Vidhan Sabha/ Metro Station	GTB Ngr.
68.	Metcalf House	ISBT
69.	Metcalf House	GTB Ngr
70.	I P College	ISBT
71.	I P College	Mall Road
72.	Civil Line Metro Station	ISBT
73.	Civil Line Metro Station	Mall Road
74.	Ludlow Castle	Mall Road
75.	Khalsa College	Ring Road
76.	Patel Chest	Ring Road
77.	St. Stephen College	Hindu College opp.
78.	Hindu College	Vijay Nagar
79.	University of Delhi	Ring Road
80.	School of Social Work	Malka Ganj

Mata Sundri Collage

81.	Mata Sundri Collage	---
82.	Mata Sundri Collage	---

Pusta Road (ITO Chungi to Lalita Park to Kailash Nagar)

83.	Lalita Park	Vikas Marg
84.	Lalita Park	Kailash Nagar
85.	Ramesh Park	Vikas Marg
86.	Ramesh Park	Kailash Nagar
87.	Bank Enclave	Vikas Marg
88.	Bank Enclave	Kailash Nagar
89.	Shamshan Ghat Pusta	Kailash Nagar
90.	Gandhi Nagar	Kailash Nagar
91.	Kailash Nagar	Kailash Nagar

Alternate Sites

92.	Geeta Colony	Vikas Marg
93.	Geeta Colony	Kailash Nagar
94.	Andheria More	Andheria More
95.	Vasant Kunj Sec A Pkt. B & C	Mahipal Pur
96.	Vasant Kunj Sec A Pkt. B & C	Andheria More
97.	Vasant Kunj Sec A	Andheria More
98.	Vasant Kunj Sec A	Mahipal Pur
99.	Vasant Kunj Sec D/3-4	Andheria More
100.	Vasant Kunj Sec D/3-4	Mahipal Pur
101.	Vasant Kunj B-1	Andheria More
102.	Vasant Kunj B-1	Mahipal Pur
103.	Kathuria Public School	Andheria More
104.	Kathuria Public School	Mahipal Pur
105.	ISCI Hospital	Andheria More
106.	ISCI Hospital	Mahipal Pur
107.	Vasant Kunj C-8	Andheria More
108.	Vasant Kunj C-8	Mahipal Pur
109.	Vasant Lok	Vasant Vihar
110.	Vasant Vihar F Block	Near Tel. Exchange
111.	Vasant Vihar C Block	Outer Ring Road
112.	NCERT	MMTC
113.	NCERT	MMTC
114.	Dhaura Kaun	Taj Hotel
115.	Dhaura Kaun	Taj Hotel
116.	Dhaura Kaun	Taj Hotel
117.	Dhaura Kaun	Taj Hotel
118.	Dhaura Kaun	Air Port
119.	Dhaura Kaun	Air Port
120.	Dhaura Kaun	Air Port
121.	Dhaura Kaun	Air Port
122.	Subash Park	Lal Quila
123.	Jama Masjid	Lal Quila
124.	Jama Masjid	Subash Park
125.	Lal Quila	Koria Pul
126.	Lal Quila	Koria Pul
127.	Lal Quila	Jama Masjid
128.	Lal Quila	Jama Masjid
129.	Shri Ram College	Ring Road
130.	Shri Ram College	Maurice Nagar
131.	Daulat Ram College	Ring Road
132.	Maurice Nagar-II	Ring Road
133.	Maurice Nagar-II	Roop Nagar
134.	Ramjas College	St. Stephen
135.	Ramjas College	Hindu College

FORMAT FOR 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-----,
-----,
-----,

DELHI TRANSPORT CORPORATION			
PART-II (PRICE BID)			
Firm's Name			
Tender Description: AWARD OF ADVERTISEMENT RIGHTS FOR DISPLAY ON 135 MODERN STAINLESS STEEL BUS QUEUE SHELTERS (CWG 2010 ZONE)			
S.NO	DESCRIPTION	LICENSE FEE PER MONTH PER BQS EXCLUDING SERVICE TAX (AMOUNT SHOULD BE IN FIGURE AS WELL AS IN WORDS)	PRESENTLY APPLICABLE SERVICE TAX *
(A)	(B)	(C)	(D)
1.	Award of Advertisement Rights for display on 135 Modern stainless steel Bus Queue Shelters (CWG 2010 Zone)		

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

SIGNATURE OF THE TENDERER(S)

NAME
FULL ADDRESS
WITH SEAL _____

Daily Cleaning Schedule of Bus – Q-Shelter.

S.No.	Description of job	Mode of cleaning	Method adopted for Cleaning
1	Dry Sweeping of floor	Hard and Soft Brooms	Manual
2	Dusting and Cleaning of steel frame and polycarbonate sheet of lower panel (outer)	Micro dusters / wool Duster Telescopic Wipers / (Dry& Wet Cleaning)	Mobile van/Manual
3	Dusting of Steel fixtures and pillars under bus shelter	Using Micro fiber dusters and wool dusters	Manual
4	Cleaning of garbage from dust bins	Manual hand pick	Manual
5	Washing of pavement and Floor tiles. (On alternate days)	Manual Cleaning	Manual

Weekly Cleaning Schedule of Bus – Q-Shelter

S.No.	Description of job	Mode of cleaning	Method adopted for cleaning
1	Brooming area 5 meters either side of BQS platform (Dry) surrounding area of BQS	Hard and soft Brooms	Manual
2	Roof Top sweeping	Dry sweeping with broom	Manual
3	Roof Top wet cleaning	Wet Mopping	Manual
4	Cleaning of upper poly carbonate sheet panel including side panel (Outer)	Micro duster/wool Duster Telescopic Wipers (Dry & Wet cleaning)	Mobile van/Manual
5	Cleaning of steel frames of upper panel	Dry & Wet Mopping	Mobile van/Manual
6	Cleaning of Roof Bars	Damp cleaning with dusters	Manual
7	Full Cleaning of Steel pillars and steel bars	By hand and Chemical	Mobile van/Manual
8	Kerb stone cleaning	Manual	Mobile van/Manual

ANNEXURE –D3

Monthly Cleaning Schedule of Bus – Q-Shelter

S.No.	Description of job	Mode of cleaning	
1	Full Cleaning of Steel pillers and steel bars	By hand and chemicals	Mobile van / M
2	Overall cleaning with polishing of SS structure if required	Broom Mopping polishing cleaning and dusting	Mobile van / M
3	Kerb stone cleaning	By hand.	Mobile van / M
4	Checking of nuts and bolts of bus shelters		Physical check

Daily electrical Maintenance schedule of Bus – Q-Shelter

S.No.	Description of Work
1	Checking of serviceability of all type lights positioned inside shelters and at advertisement panels.
2	Checking of serviceability of passenger lights and ensuring its service ability daily
3	Replacement of fused tube lights or chokes

Monthly Electrical Maintenance Schedule of Bus – Q-Shelter

S.No.	Description of Work
1	Checking condition of MCB
2	Checking of earthing pits physically
3	Serviceability of Electric meter
4	Checking of proper connectivity of cables from meter to all electrical points

(Earthing pit)

Description of work : Earthing pit will be tested yearly once by earth test meter.

Period of inspection: April to May

Submission of undertaking by GDBQS: 1st week of June every year

Observation if any:

Feedback on observation raised:

Inspected by contractor representative

Inspected by Third Party(I.E)

Inspected by DTC Representative