



**DELHI TRANSPORT CORPORATION**  
**I.P. ESTATE, NEW DELHI-110002**

Tender No: DTC/PUB/2025/116

Dated: 08.08.2025

**SUB: TENDER FOR SELECTION OF AN AGENCY FOR ADVERTISEMENT BY  
WAY OF BUS BODY WRAPS IN DTC ELECTRIC- BUSES**

Dear Sir,

DTC has uploaded the following Bid documents on the <https://govtprocurement.delhi.gov.in.> to be used for submission of the Bid.

| S. No. | TITLE                                                              | SECTION No. | PAGE No. |
|--------|--------------------------------------------------------------------|-------------|----------|
| I.     | Notice Inviting Tender                                             | Section I   | 2        |
| II.    | General Instructions to Bidder                                     | Section II  | 3-17     |
| III.   | Scope of Work                                                      | Section III | 18-22    |
| IV.    | Formats of Documents & Other Specifications Related to This Tender | Section IV  | 23-35    |

Your offer complete in all respects as per enclosed documents must be uploaded on <https://govtprocurement.delhi.gov.in.> latest by 15.00 Hrs. of 22/08/2025 and should be addressed to:

**The e-Tender I D No. is**

To,  
The Dy. Chief General Manager (Publicity / Marketing),  
Delhi Transport Corporation

The tender shall be opened at 15:30 Hrs. on 22/08/2025. The representatives of the Bidders who wish to be present during Bid opening may kindly make it convenient to attend the same.

Thanking you,

Yours faithfully,

The Dy. Chief General Manager (Publicity / Marketing),  
Delhi Transport Corporation

## TENDER SCHEDULE

Tender No: DTC/Pub./2025/116

Dated: 08/08/2025

|    |                                                                |                                                                                                                                                          |
|----|----------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1  | Name of the Bid                                                | <b>TENDER FOR SELECTION OF AN AGENCY FOR ADVERTISEMENT BY WAY OF BUS BODY WRAPS IN DTC ELECTRIC- BUSES</b>                                               |
| 2  | Tender Document                                                | Can be Downloaded from website<br><a href="http://govtprocurement.delhi.gov.in">http://govtprocurement.delhi.gov.in</a>                                  |
| 3  | Method of selection                                            | Highest Bid(H1) (in INR)                                                                                                                                 |
| 4  | Earnest Money Deposit (EMD)                                    | <b>78,81,120</b>                                                                                                                                         |
| 5  | Financial Bid to be submitted together with Technical Bid      | Yes                                                                                                                                                      |
| 6  | Name of the official for addressing queries and clarifications | Dy. Chief General Manager (Publicity / Marketing),<br>Delhi Transport Corporation, Scindia House,<br>New Delhi-110001<br>E-mail- dtc_publicity@yahoo.com |
| 7  | Bid Validity Period                                            | 120 days                                                                                                                                                 |
| 8  | Bid Language                                                   | English                                                                                                                                                  |
| 9  | Bid Currency                                                   | INR                                                                                                                                                      |
| 10 | <b>Schedule of Bidding Process</b>                             |                                                                                                                                                          |
|    | <b>Task</b>                                                    | <b>Key Dates</b>                                                                                                                                         |
|    | Uploading of Tender document                                   | 08.08.2025                                                                                                                                               |
|    | Bid start Date                                                 | <b>09.08.2025 from 0900 hrs</b>                                                                                                                          |
|    | Pre bid meeting & Location                                     | <b>13.08.2025 at 1100 hrs.</b><br>Conference Hall,<br>DTC, HQ, IP Estate<br>Delhi Transport Corporation,<br>New Delhi-110 002                            |
|    | Last date of reply of queries, if any, of pre bid              | 19.08.2025                                                                                                                                               |
|    | Bid end Date & Time                                            | 22.08.2025 <b>from 1500 hrs</b>                                                                                                                          |
|    | Opening of Technical Bids                                      | 22.08.2025 <b>from 1530 hrs</b>                                                                                                                          |
|    | Opening of Financial Bids                                      | <b>To be communicated later</b>                                                                                                                          |
| 11 | Performance Bank Guarantee / Performance Security              | 06 months MLF payable to DTC                                                                                                                             |
| 12 | Consortium                                                     | <b>Allowed</b>                                                                                                                                           |

**DTC reserves the right to change the above dates at its discretion.**

## Section-II

### 1 GENERAL:

- 1.1 The Bidder is expected to carefully examine all the instructions, guidelines, terms and conditions and formats of the tender. Failure to furnish all the necessary information as required or submission of a proposal not substantially responsive to all the requirements of the tender shall be at Bidder's own risk and may be liable for rejection.
- 1.2 Furthermore, this tender confers neither the right nor an expectation on any company to participate in the proposed Project. DTC reserves the right to reject any or all the applications (Bids) received or stop the process of tender at any stage, at its sole discretion, without assigning any reason.
- 1.3 This tender does not constitute any form of commitment on part of DTC. This tender Document is not an agreement and is not an offer or invitation by the DTC to any party other than the Bidders who are qualified to submit the Proposal (Bidders). The purpose of this Tender Document is to provide the Bidder with information to assist the formulation of their proposals. This Tender Document does not purport to contain all the information each Bidder may require.
- 1.4 This Tender Document may not be appropriate for all persons, and it is not possible for the DTC to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender Document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this tender Document and where necessary obtain independent advice from appropriate sources. The DTC makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the tender Document. It must be noted that while all the information and data regarding this project, to the best of the DTC's knowledge, accurate within the considerations of scoping the proposed contract, has been provided in this document and DTC holds no responsibility for the accuracy of this information and it is the responsibility of the Bidders to check the validity of data included in this document. Each Bidder must make independent evaluation of the scope of work. No Bidder can hold the Competent Authority responsible for non-understanding of the scope of work. The process is fully in public domain and no separate information shall be given to any Bidder by the Competent Authority on this account.
- 1.5 The prospective Bidders are advised to acquaint themselves and are presumed to be fully aware of the local conditions of DTC in general. No dispute regarding the local and surrounding conditions, geographical or political shall be entertained by the Competent Authority. The Competent Authority shall only endeavor to make the conditions as congenial and favorable for carrying out the Project as possible within its power and day to day affairs shall be managed by the selected Bidder at their own cost and risk.
- 1.6 The DTC may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender Document.
- 1.7 This tender document supercedes and replaces any previous public documentation and communications and the Bidders should place no reliance on such communications.
- 1.8 Bidder's Responsibility – The following is the sole responsibility of the Bidder:
  - 1.8.1 The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of Tender Document will be at the Bidder's own risk.
  - 1.8.2 It would be deemed that prior to the submission of Proposal, the Bidder has:
    - 1.8.2.1 Made a detailed examination of the terms and conditions of the tender documents;

- 1.8.2.2 Received all related information as DTC deems fit to provide;
- 1.8.2.3 Satisfied itself about all matters, things and information including matters hereinabove necessary and required for submitting the proposal and execution of the project in accordance with the Bid documents and performance of all its obligations there under;
- 1.8.2.4 All other matters that might affect the Bidder's performance under the terms of this Tender Document;
- 1.8.2.5 DTC shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.
- 1.8.3. Any damage caused to any part of the bus during the execution of the work shall be repaired and restored by the contractor at his own expense, to the satisfaction of the competent authority.

## 2 **ELIGIBILITY CONDITIONS FOR BIDDERS:**

- 2.1 The following criterion shall be met by the Bidders who intend to participate in this tender and only those Bidders who qualify the following conditions, need put in the proposal:
  - 2.1.1 **General Eligibility:** This tender is limited to single entity or consortium wherein the single entity or all members of a consortium have to be a Public Sector Undertaking of either a State Government or Central Government. The term Public Sector Undertaking or Enterprise refers to a Government Company. "Government Company" is defined under Section 2 (45) of the Companies Act, 2013 as any company in which not less than fifty-one per cent (51%) of the paid-up share capital is held by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments / Union Territories.
- 2.2 The Bidders have to be registered under the same name and submit only one registration documents be it ROC Registration Certificate/PAN Card or GST Number or any other registration document issued by Government Authority and they have to give an undertaking on letterhead that the shareholding of Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments / Union Territories is more than 51%.
- 2.3 Non-fulfillment of the above said criteria shall result in rejection of technical Bids. Any rejected offer shall not be eligible for execution of project as defined in this tender.

## 2.4 **Consortium Details:**

- 2.4.1 The consortium can consist of maximum of three members representing lead bidder as a Public Sector Undertaking as per para 2.1.1 above.
- 2.4.2 A consortium undertaking (as per the format given in the tender documents) has to be attached with the tender documents. If any member of the Consortium quits the consortium during the project implementation phase, the remaining members may induct a new member (from the eligible category) under intimation to the Competent Authority for the duration of the project. If however, the Lead Member quits the consortium then the Contract would be cancelled and the Performance Guarantee would be forfeited.

## 3 **COST OF BIDDING:**

- 3.1 The Bidder shall be responsible for all the costs associated with the preparation of its Proposal and its participation in the Bidding process. DTC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of Bidding. DTC shall have no liability in any manner in this regard if it decides to terminate the tender for any reason whatsoever.

4 **PERIOD OF VALIDITY OF BIDS:**

- 4.1 The Proposal shall indicate that it would remain valid for a period not less than 120 days from the Proposal Due Date. A Bid valid for a shorter period shall be rejected by the DTC as non-responsive.
- 4.2 In exceptional circumstances, the DTC may request in writing the Bidder's unqualified/unequivocal consent for extension(s) to the period of Bid validity.
- 4.2.1 A Bidder may refuse the request without forfeiting its Bid Security.
- 4.2.2 A Bidder agreeing to the request will not be allowed to modify its Proposal but would be required to extend the validity of its Tender Deposit for the period of extension.

5 **EMD:**

- 5.1 Any Bid not having separate technical bid and financial bid shall not be opened by the DTC.
- 5.2 The Cover Letter of each Bid must be two separate financial instruments in favour of “**Delhi Transport Corporation**” as under:
- 5.2.1 **EMD Fees** – The Earnest Money Deposit (EMD) may be submitted as per clause 37.3 either in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial Bank, or Bank Guarantee from a Commercial Bank, drawn in favour of *Delhi Transport Corporation, I.P. Estate, New Delhi*; or through **online transfer** to the following account:

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>Account Name</b>   | Delhi Transport Corporation              |
| <b>Bank Name</b>      | Canara Bank                              |
| <b>Branch</b>         | DTC Depot, IP Estate, New Delhi – 110002 |
| <b>Account Number</b> | 110094786998                             |
| <b>IFSC Code</b>      | CNRB0019126                              |

- 5.2.2 In the case of online transfer, bidders are required to **submit the proof of transaction (such as the Transaction Reference Number or Payment Confirmation Slip)** in hard copy to the office of the tendering authority for verification. Non-submission of transaction details may lead to rejection of the bid.
- 5.3 Both these instruments shall be valid for a period of 120 days from the date of issuance of this document and extended if so required.
- 5.4 The EMD of the unsuccessful Bidder will be returned within 30 days of issue of Letter of Award to the successful Bidder. The successful Bidder's EMD may be converted in performance guarantee till the ending of the contract. If the EMD is less than performance guarantee amount then balance amount has to be deposited by the bidder.
- 5.5 However, EMD of the Bidder shall be forfeited:
- 5.5.1 If, a Bidder withdraws his Bid during the period of validity specified in this tender or
- 5.5.2 In the case of a successful Bidder, if the Bidder fails to sign the contract after issuance of Letter of Intent by the DTC.

6 **UNCONDITIONAL BIDS:**

- 6.1 Bidders may note that DTC will not entertain any deviations to the Tender Document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and the Bidders would be deemed to have accepted the terms and conditions of the Tender Document into with all its contents. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.

7 **CLARIFICATION OF BID DOCUMENTS:**

- 7.1 Pre-bid meeting shall be held in conference room of DTC HQ on 13.08.2025 at 1100Hrs
- 7.2 A prospective Bidder, requiring any clarification on the Bid Documents shall notify the DTC in writing on the letterhead at the mailing address indicated in the invitation of Bid latest by 1700 Hrs. on 14/08/2025 or by email. The format of submission should be as under:

| S. No. | RFP Document Reference(s)<br>(Section & Page Number(s)) | Content of RFP requiring Clarification(s) | Points of clarification |
|--------|---------------------------------------------------------|-------------------------------------------|-------------------------|
|        |                                                         |                                           |                         |
|        |                                                         |                                           |                         |

- 7.3 DTC shall give replies only to those questions raised which were submitted by interested Bidders in writing.
- 7.4 All correspondence/ enquiries should be submitted to the following in writing by post/courier/e-mail:

To,

The Deputy CGM (Pub/Mkt.),  
Delhi Transport Corporation,  
DTC Headquarters,  
I P Estate,  
New Delhi-110002

- 7.5 Replies to the pre bid questions shall be published on the website <https://govtprocurement.delhi.gov.in> and interested Bidders must keep track of the same.
- 7.6 The DTC will endeavor to provide timely response to all queries. However, DTC makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does DTC undertake to answer all the queries that have been posed by the Bidders.
- 7.7 DTC may amend the Tender Document based on inputs provided by Bidders that may be considered acceptable in its sole discretion and such changes shall be notified to the Bidders who have participated in the pre-Bid meeting through email only and/or update on the <https://govtprocurement.delhi.gov.in> by issuing Addendum.
- 7.8 No interpretation, revision or other communication from DTC regarding this solicitation is valid unless in writing and is signed by the Competent Authority of DTC.
- 7.9 Any clarification issued by DTC in response to query raised by prospective Bidders shall form an integral part of Bid documents and it may amount to an amendment of relevant clauses of the Bid documents. DTC reserves the right for rejection of Bids if the Bids are submitted without taking into account these amendments/clarifications. Further Bidder will be fully responsible for downloading of the tender document and amendments for their completeness.
- 7.10 Any extension in bid submission date shall be fully within the domain of DTC and it may or may not grant extension in submission dates in response to pre bid queries.

8 **AMENDMENT TO BID DOCUMENTS:**

- 8.1 At any time, prior to the date of submission of Bids, DTC may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify/alter any terms & conditions of the Bid documents by amendments and they are uniformly applied to all.
- 8.2 The amendments shall be posted on the web-site and these amendments will be binding on all Bidders.
- 8.3 In order to give prospective Bidders reasonable time to take the amendments into account while preparing their Bids or for any other reason, the DTC may, at its discretion, extend the last date / time for the submission of Bids suitably.

9 **CONFLICT OF INTEREST:**

- 9.1 The Vendor shall disclose to DTC in writing, all actual and potential conflicts of interest that exist, arise or may arise in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.
- 9.2 For purposes of this tender, the conflict of interest would be reflected as under:
- 9.2.1 That any of the employees/consultants of DTC involved in tender making / evaluation plans joins the Bidder or its subsidiary within a period of three years from the date of award of Contract.

10 **PREPARATION OF BIDS:**

- 10.1.1 The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and the DTC shall be written in English language.
- 10.1.2 The currency for the purpose of the Proposal shall be the Indian Rupees (INR).
- 10.2 **Documents comprising the Bid:** The Bid prepared by the Bidder shall comprise the following components:

10.2.1 Cover Letter (**APPENDIX -I**) along with all the supporting documents as specified.

| S. No. | COMPONENT                                                                                                                                                                                                                                                                                                                      | LOCATION |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 1      | Any one Company Registration Document in support of eligibility criteria along with an undertaking on letterhead that the shareholding of Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments / Union Territories is more than 51%. | Flag 1   |
| 2      | Consortium Undertaking, if any <b>as per APPENDIX -II</b>                                                                                                                                                                                                                                                                      | Flag 2   |
| 3      | Authorization to sign tender document <b>as per APPENDIX -III</b>                                                                                                                                                                                                                                                              | Flag 3   |
| 4      | Non-blacklisting undertaking <b>as per APPENDIX -IV</b>                                                                                                                                                                                                                                                                        | Flag 4   |

10.2.2 Proof of EMD Fees.

10.2.3 It is made clear that non-submission of documents will be treated as non-availability of documents and the offer submitted by the Bidder would be treated as non-responsive.

11 **FORMAT AND SIGNING OF BID:**

- 11.1 Tender form should be clearly filled in ink/duly typed giving full name and address of the party and in English Language only. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English.
- 11.2 Any interlineations, erasures, over-writing, alterations, additions, etc. will disqualify the tender unless such interlineations, erasures, over-writing, alterations, additions, etc. are legibly attested and signed by the party.

- 11.3 All the pages of the proposal must be properly binded, sequentially numbered and must contain the list of contents with page numbers. If the Proposal consists of more than one volume, Bidder must clearly number the volumes. Any deficiency in the documentation may result in the rejection of the Bid. Loose Bid or improperly binded Bid will be rejected.
- 11.4 An index of various documents and page no., where it is available, shall be given.
- 11.5 That the document (all pages) must be signed by an authorized signatory of the Bidder/ consortium.
- 11.6 The Bid submitted shall be sealed properly.

## 12 **SEALING AND MARKING OF BIDS:**

- 12.1 The complete proposal should be submitted in two parts as follows:
  - 12.1.1 **Technical Bid -TENDER FOR SELECTION OF AN AGENCY FOR ADVERTISEMENT BY WAY OF BUS BODY WRAPS IN DTC E-BUSES.** The Bidder should upload scanned copy of the Technical Bid along with Proof of payment of EMD. Hard copy of the uploaded Technical Bid along with original proof of EMD is to deposited at the address as given in 12.2. Prices should not be mentioned anywhere in the Technical Bid. In case of difference, information uploaded online shall be held final.
  - 12.1.2 **Financial Bid-TENDER FOR SELECTION OF AN AGENCY FOR ADVERTISEMENT BY WAY OF BUS BODY WRAPS IN DTC E-BUSES.** This shall have the Commercial/Financial offer in format as elaborated in **APPENDIX- V** and scanned copy should be uploaded only on <https://govtprocurement.delhi.gov.in>. No hard copy should be submitted.
- 12.2 Bidders shall submit their proposals online on [https://govtprocurement. delhi.gov.in](https://govtprocurement.delhi.gov.in), and by hand at the following office address on or before the last date and time for receipt of proposals mentioned in the tender documents. The envelope shall be addressed to:
 

To  
The Deputy CGM (Pub/Mkt.),  
Delhi Transport Corporation,  
DTC Headquarters, IP Estate,  
New Delhi – 110002
- 12.3 The footer on the envelopes mentioned above should have mentioned – Submitted By: “Name, Address of the Bidder”
- 12.4 If the envelope is not sealed and marked as instructed above, the Proposal may be deemed to non-responsive and would be liable for rejection. DTC assumes no responsibility for the misplacement or premature opening of such Proposal submitted.
- 12.5 The tender offer shall indicate the name and address of the Bidders to enable the Bidder to return the Bid unopened in case it is declared ‘late’ or rejected.
- 12.6 Any material deviation/variation in the terms and conditions in the Bids submitted by the Bidders will make their Bid liable for rejection.

## 13 **DEADLINE FOR SUBMISSION OF BIDS AND BID OPENING VENUE:**

- 13.1 Bids must be received by the DTC at the specified address not later than the time schedule mentioned in the tender documents.
- 13.2 Any Bids delivered/received later than that or delivered at any other address shall by summarily reject.
- 13.3 The DTC may, at its discretion, extend this deadline for the submission of Bids by



amending the Bid Documents in accordance with case all rights and obligations of the DTC and Bidders subject to the previous deadline will thereafter be subject to the deadline as extended.

- 13.4 **Venue of Tender opening:** Bid will be opened at **Delhi Transport Corporation, Headquarter, I.P. Estate, New Delhi on e-procurement portal of Govt. of NCT of Delhi on the date** as indicated in the Bid documents in presence of Bidders or their representatives who wish to attend the Bid opening.

13.5 **Late Bids:**

- 13.5.1 Any Bid received by DTC after the prescribed time for submission of the Bid may be rejected and returned unopened to the Bidder.

14 **MODIFICATION AND WITHDRAWAL OF BIDS:**

- 14.1 The Bidder may modify or withdraw his Bid after submission if written notice of the modification or withdrawal is received by the DTC prior to the deadline prescribed for submission of Bids. In this case, a withdrawal notice must be sent through a letter duly signed by the authorized representative of the Bidder before the deadline for submission of Bids.
- 14.2 No Bid can be withdrawn in the interval between the deadline for submission of the Bid and the expiry of period of Bid validity specified by the Bidder on the Bid form.

15 **REJECTION OF ANY OR ALL BIDS/ANNULMENT OF TENDER PROCESS:**

- 15.1 DTC reserves the right to reject any/all responses to tender without assigning any reason thereof and without incurring any liability to the affected Bidder(s).
- 15.2 While all the conditions specified in the Bid documents are critical and are to be complied, special attention of Bidder is invited to the following clauses of the Bid documents and DTC may at its sole discretion and at any time during the evaluation of Proposal, disqualify any Bidder, if the Bidder has:
- 15.2.1 The proposal is not submitted in the printed format.
- 15.2.2 The Bids will be rejected at opening stage if it is not accompanied by EMD .
- 15.2.3 If the eligibility / mandatory criteria condition is not met and/or documents prescribed to establish the eligibility are not enclosed.
- 15.2.4 Failed to provide clarifications related thereto, when sought;
- 15.2.5 The Bids will be recorded/ returned unopened if covers are not properly sealed.
- 15.2.6 Any conditional Bid, other than what has been specified in the tender.
- 15.2.7 Any Bidder found indulging in malicious campaign or disinformation campaign against any official of the DTC or any other Bidders either directly or through third parties, at any time during the post tender publishing date, shall be liable for rejection of Bids and other legal actions as per law. Such Bidders may also be blacklisted by the DTC.
- 15.2.8 During the tender process, sudden appearance of complaints/media reports against any Official / Participating Bidders shall result in rejection of Bid if any entity or any person or outside associate of a Bidder is prima facie found to be involved in such activities to hamper prospects of other competing Bidders.

15.3 **DTC's right to accept any Bid and to reject any or all Bids:**

- 15.3.1 The DTC reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of contract without assigning any reasons whatsoever and without thereby incurring any liability to the affected Bidder or Bidders on the grounds of the DTC's action.

16 **FRAUD AND CORRUPT PRACTICE:**

- 16.1 The Bidders shall observe the highest standard of ethics during the Selection Process.

Notwithstanding anything to the contrary contained in this tender, the DTC shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has engaged in corrupt practice, fraudulent practice, coercive practice (collectively the “Prohibited Practices”) in the Selection Process.

- 16.2 In such an event, the DTC shall,
  - 16.2.1 Forfeit and appropriate the Bid Security or Performance Security.
  - 16.2.2 Debar it from participation in any tender issued by the DTC during a period of 2 years from the date such Bidder, is found by the DTC to have engaged or indulged in such practice.
- 16.3 Corrupt Practice – It implies offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process. For avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any Official/Consultant of the DTC who is or has been associated in any manner, directly or indirectly with the Selection Process or has dealt with matters concerning the Agreement;
- 16.4 “Fraudulent Practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- 16.5 “Coercive or property to influence any person’s participation or action in the Selection Process; practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons.
- 16.6 The Bidder is required to comply with terms of INTEGRITY PACT as per format in **Appendix-VII.**

**17 BID OPENING BY DTC:**

- 17.1 The date fixed for opening of Bids, if subsequently declared as holiday by the DTC, the Bids will be opened on next working day, time and venue remaining unaltered.
- 17.2 The DTC will open the tender offers, in the presence of authorized Bidder’s representatives who choose to attend, at the date and time specified in NIT (Notice Inviting Tender).
- 17.3 Authority letter to this effect shall be submitted by the Bidder/representative before they are allowed to participate in Bid opening and the representatives who choose to be present shall be required to sign and record their attendance.
- 17.4 A maximum of two representatives for any Bidder shall be authorized and permitted to attend the Bid opening.
- 17.5 The Bidder’s name, modifications, Bid withdrawal and the presence or absence of the requisite such other details as the DTC, at its discretion, may consider appropriate will be announced and recorded at the time of Bid opening.

**18 CONTACTING THE DTC:**

- 18.1 Information relating to the examination, clarification and comparison of the Proposals shall not be disclosed to any Bidder or any other persons not officially concerned with such process until the selection process is over. Disclosure to any such persons shall be made in confidence and shall extend only so far as it may be deemed necessary for the purposes of such performance.
- 18.2 Any effort by a Bidder to modify his Bid or influence the DTC, in the DTC’s Bid evaluation, Bid comparison or contract award decisions, may result in the rejection of the Bid.
- 18.3 Subject to DTC calling for clarifications from the Bidders, no Bidder shall try to influence the DTC on any matter relating to its Bid, from the time of the Bid opening till the time, the contract is awarded, or at any other time and in the event of its being so established by DTC, the Bidder’s Bid may be cancelled.

19 **CLARIFICATION ON SUBMITTED BIDS:**

- 19.1 To assist in the examination, evaluation and comparison of Bids, the DTC may, at its discretion ask the Bidder for any clarification(s) of its Bid OR to give their presentation on their offer, to explain their capability to undertake the project and to respond to any question from DTC. The request for clarification and the response shall be in writing and no change in the tender offer shall be sought, offered or permitted.
- 19.2 However, no post Bid clarifications at the initiative of the Bidder shall be entertained.

20 **EVALUATION TO RESPONSIVENESS:**

- 20.1 DTC will constitute a Tender Evaluation Committee to evaluate the responses of the Bidders.
- 20.2 Prior to the detailed evaluation, the DTC will determine the substantial responsiveness of each Bid to the Tender Document. A Proposal shall be considered responsive if it meets the eligibility and mandatory criteria.
- 20.2.1 It is received by the Proposal Due Date.
- 20.2.2 It is signed, sealed, and marked as stipulated in the tender documents.
- 20.2.3 It contains the information and documents as requested in the Tender document.
- 20.2.4 There are no inconsistencies between the Proposal and the supporting documents.
- 20.3 The DTC appointed Evaluation Committee reserves the right to reject any or all proposals based on any deviations. The decision of the Evaluation Committee in the evaluation of responses to the tender shall be final.

21 **TENDER EVALUATION CRITERIA:**

- 21.1.1 Bidder may have to give a presentation on their eligibility, experience, approach, strategy and methodology for implementation of the target project before a designated committee as per date and time communicated to them.
- 21.2 Evaluation of Proposals shall be done through two stages as under:
- 21.2.1 **Stage I - Technical Proposal Evaluation** - Evaluators of technical proposal shall not have access to the financial proposal until the technical evaluation is concluded by the tender committee of DTC. The Bidder offers shall be subjected to evaluation as under and all Bidders who meet all the criteria as under shall qualify for participation in the financial Bid evaluation process:

| S. No. | Criteria                                                                                                                                                                                                                                                                                                                       | Sub Criteria                          | Evaluation System |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|-------------------|
| 1      | Any one Company Registration Document in support of eligibility criteria along with an undertaking on letterhead that the shareholding of Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments / Union Territories is more than 51%. | Attach relevant documentary proof     | Yes / No          |
| 2      | Consortium Undertaking, if applicable                                                                                                                                                                                                                                                                                          | As per the format in Tender Documents | Yes / No          |
| 3      | Authorization to sign tender document                                                                                                                                                                                                                                                                                          | As per the format in Tender Documents | Yes / No          |
| 4      | Non-blacklisting Undertaking                                                                                                                                                                                                                                                                                                   | As per the format in                  | Yes / No          |

|  |  |                  |  |
|--|--|------------------|--|
|  |  | Tender Documents |  |
|--|--|------------------|--|

21.2.2 **Stage II - Financial Proposal Evaluation** – In Stage II, the Financial Proposals of all the Bidders who pass the Technical Evaluation will be opened in the presence of the Bidders’ representatives who choose to attend. The financial Bid format is given at **APPENDIX V. The financial bid has to be submitted online only. No hard copies of financial bid shall be accepted.**

21.2.3 **Stage III** – From the technically qualified Bidders, the Bidder quoting highest fixed rental per bus per month shall be awarded the contract.

21.2.3.1 In case more than one bidder has offered the same rates then the CMD/MD, DTC has the right to split the work between the bidders offering identical rates and the decision of CMD/MD, DTC shall be final in such case.

## 22 **NOTIFICATION OF AWARD:**

22.1 The issue of Letter of Acceptance (LOA) shall constitute the intention of DTC to enter an agreement with the Bidder to execute the project as defined in the tender document.

22.2 The LOA would be duly signed by the Competent Officer of DTC and sent to the selected Bidder through speed post as well as through email. The selected Bidder is also eligible to collect a copy of the same by sending a duly authorized representative.

22.3 Within a maximum of 7 days from the date of issue of the LOA, the selected Bidder shall acknowledge the receipt of LOA (Letter of Acceptance).

## 23 **AGREEMENT:**

23.1 Within 30 days of receipt of the LOA (Letter of Acceptance) as mentioned above, an agreement would be executed simultaneously to ensure successful working of the system between the DTC and the Bidder/consortium selected to implement the system that would also define the terms and conditions for completion of the project in a time-bound manner. In the event that any provision of the agreement is rendered invalid or unenforceable by any law or regulation or declared null and void by any Court of Competent Jurisdiction, that shall be reformed, if possible to conform to law and if reformation is not possible, that part of the Agreement shall be amended/deleted, the remainder of the provisions of the agreement shall remain in full force and effect. That this contract and the agreement shall endure irrespective of change of constitution of the implementing agency or any amendment to the act/rule/regulations/bye laws hereafter made and shall have an arbitration clause in the agreement. That the tender document and outcomes of all negotiations with the selected Bidder shall form a part of the agreement.

23.2 Draft Agreement shall include all the terms & condition of bid document and may have other conditions also.

23.3 Failure of the successful Bidder to execute the agreement shall constitute sufficient grounds for the annulment of the award, in which event DTC may award the contract to the next best value Bidder or call for new proposals from the interested Bidders. In such a case, the DTC shall invoke the PBG of the Bidder who failed to execute the agreement.

23.4 The Successful Bidder shall purchase Stamp Paper of Rs 500/- for execution of Contract Agreement as per the format in the tender documents and submit the same in two copies duly stamped and executed within 15 days of the date of dispatch of LOA. DTC will return one copy duly signed and sealed as a token of acceptance of the Contract Agreement.

## 24 **LEGAL JURISDICTION:**

- 24.1 The agreement shall be subject to exclusive jurisdiction of courts at Delhi only.
- 25 **ISSUE OF WORK ORDER:**
- 25.1 Work order shall be issued simultaneously along with execution of Agreement.
- 26 **PERFORMANCE GUARANTEE:**
- 26.1 The successful bidder shall deposit a Performance Bank Guarantee equivalent to 6 Months License Fees payable to DTC which shall be valid for the duration of the contract. It shall be submitted in the form of a DD, Banker's cheque, FDR and Bank Guarantee from any Bank Licensed by RBI. If it is in the form of FDR and Bank Guarantee, the instrument should be valid for the entire contract period plus six months beyond the completion of contract period.
- 26.2 The Performance Bank Guarantee shall be submitted within 30 days of issue of Letter of Intent.
- 26.3 The Performance Bank Guarantee shall be released after all dues paid to DTC by the bidder at the time of end of the contract period.
- 27 **WORK TO BE DONE BY THE SELECTED BIDDER DURING GESTATION PERIOD**
- 27.1 The successful bidder shall get a gestation period of 120 days from the date of agreement and thereafter, he has to pay revenues to DTC for all buses.
- 27.2 During gestation period, the successful bidder has to pay revenues on pro-rata basis for the buses on which advertisement has been displayed.
- 28 **TERM AND TENURE:**
- 28.1 The successful bidder shall be given the exclusive rights to operate project for a period of 5 years. The same may be further extended for another 5 years on mutually agreed terms & conditions.
- 28.2 The successful bidder shall have exclusive rights for the project for all current and future fleet strength of DTC E-buses for the duration of the contract.
- 29 **FORCE MAJEURE:**
- 29.1 If at any time, during the continuance of this contract, the performance in whole or in part by either party or any obligations under this contract gets affected by an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances shall be prevented or delayed by reason of war, or hostility, acts of the public enemy, civil commotion, riots, civil disorder, sabotage, fires, earthquake/storm/flood or other extreme adverse weather conditions, explosions, epidemics, pandemics (including lack of advertisement business due to economic slowdown on account of pandemics), quarantine restrictions, strikes, power blackout due to grid collapse, lockouts, confiscation or any other action by Government Agencies, Administrative Order, Court Order, Bankruptcy, espionage, cyber hacking, other industrial action, political unrest, civil unrest, or act of God (Hereinafter referred to as Force Majeure Events).
- 29.1.1 The affected Party shall provide to the other Party a notice of happenings, within 21 days from the date of occurrence thereof and in such event neither party shall by reason of such event be entitled to terminate this and performance shall be resumed as soon as practicable after such event may come to an end or cease to exist.
- 29.1.2 That no penalty shall be levied on the Bidder in case of force majeure event.

29.1.3 That if the performance in whole or part of any obligation under this contract is prevented or delayed because of any such event for a period exceeding 90 days, DTC at its option may terminate the contract.

29.1.4 Provided also that if the contract is terminated under this clause, the DTC shall be at liberty to take over from the Bidder at a price to be fixed by the DTC, which shall be final, all undamaged and acceptable materials, assets, services in possession of the selected Bidder at the time of such termination of such portions thereof as the DTC may deem fit, if mutually agreeable between the Parties.

29.2 **For the purposes of this Contract, “Force Majeure” shall not include:**

29.2.1 Any event which is caused by the negligence or intentional action of a Party,

29.2.2 Insufficiency of funds or inability to make any payment required hereunder

29.3 **Measures to be taken:**

29.3.1 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

29.3.2 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than 21 days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

29.3.3 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

29.3.4 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder, upon instructions by DTC, shall either:

29.3.4.1 Demobilize; or

29.3.4.2 Continue with the Services to the extent possible, in which case they shall continue to be paid proportionately and on pro rata basis, under the terms of this Contract.

29.3.4.3 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled through Coordination Committee deliberations.

30 **NOTICES:**

30.1 Notice or other communications given or required to be given under the contract shall be in writing by Speed Post and shall be e-mail scanned copy hand-delivery with acknowledgement thereof. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by email scanned copy /Speed Post as per the data available on India Post website.

31 **DISPUTE REDRESSAL MECHANISM:**

31.1 All the disputes, differences, controversies / differences of opinions, breaches and violation (“Dispute”) arising out of, or in relation to this project between parties shall be resolved by mutual discussions / reconciliations in good faith.

31.1.1 At the first instance, the matter should be resolved between the Project Manager of the Bidder and the Nodal Officer of the DTC.

31.1.2 If the same is not resolved as per para 31.1.1 within 15 days, then the matter has to be taken into coordination committee for resolving the same within 15 days.

31.1.3 If the dispute, difference, controversies / differences of opinion, breaches and violation arising from or related to the Agreement is not resolved through processes defined in para 31.1.1 and para 31.1.2, then such questions, disputes or differences (except as to

- the matters, the decision to which is specifically provided under this Agreement) shall be referred to arbitration under the provisions of Arbitration and Conciliation Act 1996 /amendments thereof and the rules made there under or any statutory modifications or re-enactment thereof or any rules made thereof shall be deemed to apply to the arbitration proceeding under this clause.
- 31.1.4 Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.
- 31.1.5 The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- 31.1.6 The “Arbitration Notice” should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.
- 31.1.7 Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.
- 31.1.8 **Place of Arbitration** - The place of arbitration shall be Delhi.
- 31.1.9 **English Language** - The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.
- 31.1.10 **Enforcement of Award** - The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provisions of the Arbitration Act.
- 31.1.11 **Performance During Arbitration** - Pending the submission of and/or decision on a dispute and until the arbitral award is published; the Parties shall continue to perform their respective obligations under this Agreement, without prejudice to a final adjustment in accordance with such award.
- 32 PAYMENTS TO DTC BY THE SUCCESSFUL BIDDER:**
- 32.1 **Fixed Monthly License Fees:** The bidder shall pay a fixed monthly License Fees per bus to DTC. The bidder can quote any sum equal to or higher than Minimum Reserve Price as indicated in the bid. Bidders quoting bid amount less than that shall be summarily rejected.
- 32.2 **Minimum Reserve Price:** The Minimum Reserve Price Per Bus Per Month shall be Rs 5200.
- 32.3 **Payment Schedule:** In the first month of operations, this shall be paid in proportion to the duration left in that particular month and then followed by monthly payments. The payment due for the previous month shall be deposited by the 15<sup>th</sup> of the subsequent month.
- 32.4 **GST:** GST, as applicable, shall be payable by the successful bidder over and above the due payments to DTC.
- 32.5 **Number Of Buses on Which Monthly License Fees Is Payable:**
- 32.5.1 The successful bidder shall make payment only for 95% of the fleet strength (DTC shall notify the fleet strength Depot Wise). As for example if the fleet strength is 100, then the successful bidder shall pay monthly License Fees only for 95 Buses). This is being done to factor downtime of DTC on account of repairs / maintenance / accidents etc.
- 32.5.2 In case due to any reason whatsoever, if DTC withdraws more than 5 % buses of a Depot from operations in a month, then the successful bidder is eligible for rebate in payments (proportion to number of days of downtime) for the additional buses

- withdrawn. The bidder shall intimate such deviations in writing at the end of the month and make payments to DTC after making deductions for such downtime accordingly.
- 32.5.3 The bidder will be granted remission from payment of Monthly License fees due to force majeure.
- 32.6 **Tax Deductions:** That the selected bidder shall deduct TDS and then pay balance to DTC. DTC shall provide the PAN Number against which the selected bidder shall deposit TDS and then provide bank challan for the same.
- 32.7 **Deductions for Force Majeure:** The successful bidder be exempt for payments of monthly license fees to DTC In case of force majeure.
- 32.8 **Penalty:**
- 32.8.1 **Penalty For Delay In Payments:** Any delay in monthly payments (for more than 15 days from the due date) to DTC shall attract a fixed penalty @ 2% per month of the due amount. A fixed penalty of 2% per month shall be levied irrespective of the number of days of delay beyond the due date. Non-payment for a continuous period of 6 months shall lead to termination of the contract.
- 32.8.2 **Penalty For Oversize Advertisements:** Oversized Advertisements shall not be allowed (beyond the permissible spaces as per area permitted by DTC). If the same is detected, DTC shall impose a penalty @ 10% of the Monthly License fees for each of the bus carrying oversize advertisements, Moreover, the oversized advertisement shall be removed to conform to the tender terms and conditions.
- 32.9 **Annual Enhancement:** From the date when the first installment becomes effective, the annual increase in fixed monthly License Fees per bus shall be **10%** on compounding basis.
- 32.10 **Payment Of Advertisement Tax To MCD:**
- 32.10.1 If any tax liability, other than 50% revenue sharing with MCDs in Delhi as per OAP-2017, is created on account of advertisement tax, the same shall be borne by the successful bidder over and above the revenues payable to DTC.
- 33 **TERMINATION:** Any of the following events shall constitute an event of default by the Bidder entitling the Competent Authority to terminate the concessions granted to the Bidder:
- 33.1 DTC may, at any time, terminate the Contract (in whole or in part) by giving 90 calendar days written notice to the Bidder, without any compensation to the Bidder, whatsoever if:
- 33.1.1.1 The Bidder becomes unwilling, bankrupt or otherwise insolvent.
- 33.1.1.2 The Bidder being a company is wound up voluntarily or by the order of a court or a receiver, or manager is appointed on behalf of the debenture/shareholders or circumstances occur entitling the court or debenture/shareholders to appoint a receiver or a manager.
- 33.1.1.3 The Bidder fails to deposit applicable dues for 6 Months except for Force Majeure reasons.
- 33.2 Upon occurrence of any of the defaults, the DTC would follow the procedures of issuing time bound Notice/Show Cause before deciding on termination of the agreement. The decision of the DTC shall be final and binding on the Bidder and give the Bidder a time of 90 days (or extended period) to rectify the same. Failure to rectify the same shall result in termination of the contract.
- 33.3 The contract shall not be terminated for failure to discharge responsibilities due to force majeure situations or failure by DTC to meet conditions precedent.
- 33.4 **Consequences of Termination:**



- 33.4.1 In the event of termination of the Contract due to the reasons specified above, the DTC reserves the right to engage services of some other agency to operate the project on the same terms and conditions for the balance period of the agreement. For this, DTC can take services of other Agencies which were participated in this tender to take charge of operations on as is where is basis.
- 33.4.2 Such party shall inherit the project with all liabilities incurred by the previous successful Bidder whose contract has been cancelled.

**34 PREMATURE SURRENDER:**

- 34.1 The successful bidder at any time during validity of the contract can surrender the project (post mandatory lock in period of 2 years) by giving DTC an advance notice of 3 months. Upon premature surrender, the Performance Guarantee submitted by the bidder shall be forfeited by DTC. That the bidder has to clear all dues till the date of validity of the contract.
- 34.2 Upon premature surrender, the operator (successful bidder) shall have the remove all body wraps at its own cost.

**35 CONFIDENTIALITY:**

- 35.1 Information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidders shall not be disclosed to any person not officially concerned with the process. DTC will treat all information submitted as part of Proposal in confidence and will ensure that all who have access to such material treat it in confidence. DTC will not divulge any such information unless it is ordered to do so by any Government authority that has the power under law to require its disclosure.
- 35.2 Except upon mutual written agreement, or as may be required by law, no party shall in any way or in any form disclose the existence, discussions or negotiation leading to or any matter covered during tender process till the stage of execution of agreement.

- 36 EXCLUSIVITY:** The selected Bidder shall have exclusive rights for execution of the project for the period defined in this agreement except for termination of this contract on account of non-performance of the selected Bidder.

## SECTION – III

### SCOPE OF WORK

#### 37 **PROJECT BACKGROUND& SCOPE OF WORK:**

- 37.1 The Delhi Transport Corporation was incorporated in May 1948 by the Indian Government for local bus services when they found out the incumbent service provider Gwalior and Northern India Transport Company Ltd. was inadequate in serving the purpose. It was then named "Delhi Transport Service". It was again constituted as "Delhi Road Transport Authority" under the Road Transport Corporation Act, 1950. This Authority became an undertaking of Municipal Corporation of Delhi by an Act of Parliament in April, 1958. In 1971, on a recommendation from the Indian government took over the assets and liabilities from the erstwhile Delhi Transport Undertaking (DTU) operated by the Municipal Corporation of Delhi until 2 November 1971. Delhi Transport Corporation (DTC) is now under the administrative control of Government of National Capital Territory, Delhi since 05/10/1996. DTC provides an efficient, economical, reliable and properly coordinated system for the road transport in Union Territory of Delhi and any extended area.
- 37.2 As a part of an overall exercise to enhance revenues for DTC, it intends to grant permission to bus body wraps in the buses. The same has been elaborated in **ANNEXURE VI.**
- 37.3 The total number of 842 AC E -buses of 09 depots are available for display of advertisement on Bus Body Wraps on Exterior portion of buses.

| S.No.       | Name of Depot         | No. of AC buses | Minimum Reserve Price (MRP) per bus per month (In INR) | Earnest Money Deposit (EMD) |
|-------------|-----------------------|-----------------|--------------------------------------------------------|-----------------------------|
|             |                       |                 |                                                        | (In INR)                    |
| 1           | BBM Depot             | 70              | 5200/-                                                 | 78,81,120/-                 |
| 2           | Rohini – 37 (I) Depot | 129             |                                                        |                             |
| 3           | Nand Nagri Depot      | 115             |                                                        |                             |
| 4           | Rajghat – 2 Depot     | 71              |                                                        |                             |
| 5           | Maya Puri Depot       | 110             |                                                        |                             |
| 6           | Narayana Depot        | 110             |                                                        |                             |
| 7           | Mundela Kalan Depot   | 100             |                                                        |                             |
| 8           | Nehru Place Depot     | 62              |                                                        |                             |
| 9           | IP Depot              | 75              |                                                        |                             |
| Total Buses |                       | 842             |                                                        |                             |

### **Important Notes:**

It is important to mention here that the proposal for the permission of advertisement on the right side of the buses is under consideration. It may be considered to grant permission to the successful bidder to display advertisement on right side by charging additional MLF on a pro rata basis for the additional space. In case of refusal by the successful bidder, fresh tender may be called for advertisement rights on right side of the buses.

- 37.4 In future, if the fleet strength is increased the H1 bidder have shall the first right of refusal to put advertisement on the new buses. In case the L1 bidder refuses, then CMD/MD, DTC shall have the right to allocate the advertisement rights on the remaining buses to H 2 / H 3 bidder at H1 rates (rate being paid by the successful bidder). In case H2/H3 bidders refuse the same, then the CMD/MD, DTC has the right to allocate the work to any other party on H1 rates through mutual discussions.
- 37.5 The Bidder has to ensure that the advertisements are not indecent / obscene and otherwise offensive to good taste or against public sentiments or in contravention of the applicable laws including MCD Bye Laws on advertisements 1996 or amendments thereof.
- 37.5.1 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.
- 37.5.2 List of negative advertisements (as contained in the Outdoor Advertising Policy of MCD):
- 37.5.2.1 Nudity
  - 37.5.2.2 Racial advertisements or advertisements propagating caste, community or
  - 37.5.2.3 ethnic differences
  - 37.5.2.4 Advertisement of drugs, alcohol, cigarette or tobacco items
  - 37.5.2.5 Advertisements propagating exploitation of women or child
  - 37.5.2.6 Advertisement having sexual overtone
  - 37.5.2.7 Advertisement depicting cruelty to animals
  - 37.5.2.8 Advertisement depicting any Nation or Institution in poor light
  - 37.5.2.9 Advertisement casting aspersion of any brand or person
  - 37.5.2.10 Advertisement banned by the Advertisement Council of India or by law
  - 37.5.2.11 Advertisement glorifying violence
  - 37.5.2.12 Destructive devices and explosives depicting items
  - 37.5.2.13 Lottery tickets, sweepstakes entries and slot machines related advertisements
  - 37.5.2.14 Any psychedelic, laser or moving displays
  - 37.5.2.15 Advertisement of weapons and related items (such as firearms, firearm parts
  - 37.5.2.16 and magazines, ammunition etc.)
  - 37.5.2.17 Advertisements which may be defamatory, trade libelous, unlawfully threatening or unlawfully harassing
  - 37.5.2.18 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
  - 37.5.2.19 Advertisement linked directly or indirectly to or includes description of items, goods or services that is 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; Other applicable laws or
  - 37.5.2.20 Any other items considered inappropriate by the Coordination Committee.
  - 37.5.2.21 Notwithstanding anything contained herein, advertisements of political parties will not be permitted on the buses.

- 37.5.2.22 Surrogate advertisements may be permitted only if certificate of approval is submitted by the licensee from the Competent Authority.
- 37.5.2.23 During the period of contract, if on any grounds any advertisement(s) is/are objected to by any competent authority or otherwise found to be of objectionable nature, then the CMD/MD, DTC or any person authorized by them shall have the right to pass directions to ensure removal of such advertisement(s) at the cost of the bidder and DTC shall not be liable to pay any refund/damage or claim thereon. The bidder, will however, be permitted to display any other advertisement in lieu thereof. No claim for damages etc. will be maintainable on that account.
- 37.5.3 **Bidder Liability:** Bidder's responsibility for public liability and against all claims, Act of 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.
- 37.5.3.1 The successful bidder shall obtain a Public Liability Policy of insurance in respect of advertisements displayed in DTC E- buses.
- 37.5.3.2 The successful bidder shall keep the Nodal Officer of DTC informed about the type of advertisements displayed on monthly basis.
- 37.6 The bidder shall comply any directions of the Competent Authority per the provisions/guidelines/specifications of the outdoor Advertisement Policy 2017 for Delhi, relevant provisions of DMC Act, Advertisement Bye Laws framed there under and directions of any court of law as may be provided from time to time. In case the advertisement policy is modified / not allowed by any Competent Authority / Court of Law, then the compliance cost shall be borne by the bidder and DTC will not be liable for any compensation for the remaining period of the contract. However, in case of reduction in size of advertisement due to such events, the monthly license fees shall be reduced through mutual discussions between the CMD/MD, DTC and the successful bidder.
- 37.7 The bidder shall exercise due diligence in installation of these bus body wraps. If any damage is caused to the bus due to installation, DTC shall get the same rectified at the cost of the bidder.
- 37.8 The bidder shall remove the advertisements from buses / allied infrastructure after expiration of the duration. If the same is not complied within 30 days of the expiration date of the contract or termination before the due date or in case of premature surrender by the selected bidder, then DTC reserves the right to get the same removed at the cost of the successful bidder.
- 37.9 The bidder shall bear the capital cost of the project as well as all operational and maintenance cost including manpower to manage the same. All costs related to the project must be factored before quoting revenue payable to DTC and applicable advertisement tax.
- 37.10 The successful bidder is allowed to form SPV / joint ventures / associations / consortium in any model whatsoever for project execution with qualified/experience individuals / professionals / agencies or funding agencies /investors as may be required to successfully execute the project without any objection from DTC and without any liability of any kind on DTC. However, DTC will deal only with the successful Bidder and only they shall be responsible for the smooth execution of the Contract Agreement.
- 38 **ROLES AND RESPONSIBILITIES:** The broad roles and responsibilities of different partners will be as follows. In case any activity is not explicitly defined then the same will be settled through mutual discussions / deliberations of the Coordination Committee.

- 38.1 **Roles and Responsibility of the Bidder:** The successful Bidder has to provide as under:
- 38.1.1 That all the capital and operational investments to run the project shall be borne by the successful Bidder and the role of DTC shall be limited to providing all letters of support required to execute the project as per scope of work. They shall deploy and provide such qualified and experienced personnel as may be required to perform the services under the project implementation at its own cost. The Bidder is free to have back-end relationship with other specialized entities/service providers/ technical personnel including SPV (Special Purpose Vehicle) for providing deliverables related to the project.
- 38.1.2 Hold Coordination Committee meetings with the Nodal Officer of the Department and update on progress of the work during the gestation period.
- 38.1.3 Compliance of Statutory Provisions: All taxation and the Governmental Statutory Tax compliances in its domain shall be the liability of the Bidder. The successful bidder shall also be responsible for compliance of provisions of Delhi's Outdoor Advertisement Policy as notified by MCD and its amendments from time to time as well as any rules / regulations on advertisements framed by the Competent Authority.
- 38.1.4 The selected Bidder is free to coordinate with any stakeholder to expedite project execution. The DTC shall provide all help as may be required for such purposes.
- 38.1.5 The selected bidder shall notify the Nodal Officer the persons who shall be involved in Operations & Maintenance work so that such personnel are issued authorization to enter into Depots. All project related works facilitation shall be done by the Nodal Officer.
- 38.1.6 The installation of bus body wraps in buses shall be carried in off duty hours / night shifts and not during duty timings. The bidder shall be allowed sufficient time to install the same within the gestation period.
- 38.1.7 The bidder shall maintain necessary details of advertisements displayed by him in respect of each bus and produce the same on demand before the CMD, DTC or any officer authorized by him.
- 38.1.8 In addition the bidder shall be:
- 38.1.8.1 Responsible and liable for any damages caused to the vehicles by the contractor while discharging its scope of services and any consequential damages arising there from;
- 38.1.8.2 Ensure that the advertisements displayed are not indecent/obscene or otherwise offensive to good taste or against public sentiments or in contravention of the applicable laws including the MCD bye – laws, 1996, as may be amended from time.
- 38.1.8.3 During cleanliness or maintenance of low floor buses, if any of the display/ creative/ advertisement are torn/ removed inadvertently, the contractor shall replace the same at own cost. DTC will not be responsible for the same.
- 38.1.8.4 DTC shall have the right, at any time during the contract period, to requisition up to a maximum of twenty percent (20%) of the total number of buses awarded under this tender for the display of advertisements. Such advertisements shall be charged at the license fee rate on which the tender has been awarded.
- 38.1.8.5 The Successful Bidder shall be bound to comply with any instructions issued by DTC regarding the removal or modification of objectionable content displayed in any advertisement. The Agency shall remove such objectionable content immediately, and in any case within four (4) hours of receiving such instructions from DTC, whether communicated in writing or verbally. The Successful Bidder shall be solely responsible for any consequences, whether penal, legal, financial, or otherwise, arising from the display of objectionable content in advertisements. The Successful Bidder shall indemnify and keep DTC fully indemnified against any losses, damages, penalties, claims, or liabilities arising therefrom.

- 38.2 **Roles and Responsibility of DTC:** DTC shall provide all necessary support for execution of the project during the period of contract. This may include the following:
- 38.2.1 DTC shall provide a conducive organizational atmosphere to the selected Bidder to operate the project.
  - 38.2.2 Fulfilling all obligations as defined in conditions precedent clause and other clauses of the tender documents.
  - 38.2.3 DTC may provide necessary documents required by the successful Bidder to defend in court of law for all third-party actions related to delay in project execution (On account to litigation related to project allotment, delay on account of court orders/delay due to directions of any Government agency, unforeseen circumstances/Force majeure situations) till the project becomes fully operational to sum smoothly.
  - 38.2.4 At the end of the contract or after expiration period, the CMD/MD, DTC shall authorize an officer of DTC under whose supervision, the advertisements shall be removed by the contractor at their own cost.

**SECTION - IV**

**FORMATS OF DOCUMENTS & OTHER SPECIFICATIONS RELATED TO THIS  
TENDER**

| <b>APPENDIX</b>      | <b>SUBJECT</b>                               | <b>PAGE</b>  |
|----------------------|----------------------------------------------|--------------|
| <b>APPENDIX -I</b>   | <b>TECHNICAL BID COVER LETTER</b>            | <b>24</b>    |
| <b>APPENDIX -II</b>  | <b>CONSORTIUM UNDERTAKING</b>                | <b>26</b>    |
| <b>APPENDIX -III</b> | <b>AUTHORIZATION TO SIGN TENDER DOCUMENT</b> | <b>27</b>    |
| <b>APPENDIX -IV</b>  | <b>NON-BLACKLISTING UNDERTAKING</b>          | <b>28</b>    |
| <b>APPENDIX -V</b>   | <b>FINANCIAL BID FORMAT</b>                  | <b>29</b>    |
| <b>APPENDIX VI</b>   | <b>BUS BODY WRAP DESCRIPTION</b>             | <b>30</b>    |
| <b>APPENDIX VII</b>  | <b>INTEGRITY PACT</b>                        | <b>31-35</b> |

**TECHNICAL BID COVER LETTER (ON THE LETTERHEAD OF THE BIDDER/  
LEAD MEMBER OF CONSORTIUM)**

Ref:

Date:

To,  
The CMD/MD,  
Delhi Transport Corporation,  
DTC Headquarters, I P Estate,  
New Delhi – 110002

**SUB: TECHNICAL BID COVER LETTER**

**REF: TENDER FOR SELECTION OF AN AGENCY FOR ADVERTISEMENT BY  
WAY OF BUS BODY WRAPS IN DTC ELECTRIC- BUSES**

Sir,

1. I/We, the undersigned, having carefully examined the referred tender offer to participate in the same, in full conformity with the said tender and all the terms and conditions thereof.
2. I/We agree to abide by this Proposal, consisting of this letter and our tender response Proposal, for a period of 120 days from the date fixed for submission of Bids as stipulated in the tender (including addenda / pre-Bid clarifications to the RFP) and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
3. I/We have enclosed the applicable EMD details of which are in the Information Sheet enclosed with this letter.
4. We agree that if any day during the entire project duration, our act breaches the contract terms and conditions or we express our inability to execute the project, DTC reserves all the rights to terminate the contract and appropriate penalty will be borne on us.
5. I/We agree to execute a contract in the form to be communicated by DTC, incorporating all terms and conditions with such alterations or additions thereto as may be necessary to adapt such contract to the circumstances of the standard and notice of the award within time prescribed after notification of the acceptance of this Bid.
6. Unless and until a formal contract is prepared and executed, this Bid together with your written acceptance thereof shall constitute a binding agreement.
7. We undertake, if our Bid is accepted, to deliver as per scope of work as specified in the tender documents and agreement made thereafter.
8. That the undersigned is hereby authorized to sign all tender documents.

(Signature of the Authorized Signatory of the Bidding Organization)

Name :  
Designation :  
Seal :



### **INFORMATION SHEET**

|               |                                       |  |
|---------------|---------------------------------------|--|
| S No.         | <b>GENERAL INFORMATION</b>            |  |
| <b>PART A</b> |                                       |  |
| 1.            | Name of the Company/Agency/Consortium |  |
| 2.            | Type of Incorporation                 |  |
| 3.            | Address for communication             |  |
| 4.            | Name of Contact Person                |  |
| 5.            | Designation                           |  |
| 6.            | Phone No./ Mobile No                  |  |
| 7.            | Email address                         |  |

### **LIST OF DOCUMENTS ATTACHED**

| S. No. | COMPONENT                                                                                                                                                                                                                                                                                                                      | LOCATION |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 1      | Any one Company Registration Document in support of eligibility criteria along with an undertaking on letterhead that the shareholding of Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments / Union Territories is more than 51%. | Flag 1   |
| 2      | Consortium Undertaking, if applicable                                                                                                                                                                                                                                                                                          | Flag 2   |
| 3      | Authorization to sign tender document                                                                                                                                                                                                                                                                                          | Flag 3   |
| 4      | Non-blacklisting Undertaking                                                                                                                                                                                                                                                                                                   | Flag 4   |
| 5      | Copy of Tender Document duly signed and stamped on all pages with amendments, if any                                                                                                                                                                                                                                           | Flag 5   |

(Signature of the Authorized Signatory of the Bidding Organization)

Name :  
Designation :  
Seal :

**ON THE LETTERHEAD OF THE BIDDER/LEAD MEMBER OF CONSORTIUM**

**TO WHOMSOEVER IT MAY CONCERN**

This is to state that for the purpose of the **TENDER FOR SELECTION OF AN AGENCY FOR ADVERTISEMENT BY WAY OF BUS BODY WRAPS IN DTC E-BUSES**, we have agreed to form a Consortium as under:

| <b>S. No.</b> | <b>Name of Agency</b> | <b>Name of Signing Authority Along With Designation</b> | <b>Role in Consortium</b> |
|---------------|-----------------------|---------------------------------------------------------|---------------------------|
| 1             |                       |                                                         | Lead Bidder               |
| 2             |                       |                                                         | Supporting Bidder         |
| 3             |                       |                                                         | Supporting Bidder         |

Signature Party 1:

Signature Party 2:

Signature Party 3:

NB:

1. DTC leaves it to the Bidders to have separate operational agreement.
2. The Lead Bidder shall be responsible for all compliances to DTC.

**ON THE LETTERHEAD OF THE BIDDER/LEAD MEMBER OF CONSORTIUM**

Ref:  
Date:

To,  
The CMD/MD,  
Delhi Transport Corporation,  
DTC Headquarters, I P Estate,  
New Delhi – 110002

**SUB: AUTHORIZATION TO SIGN TENDER DOCUMENTS**

**REF: TENDER FOR SELECTION OF AN AGENCY FOR ADVERTISEMENT BY  
WAY OF BUS BODY WRAPS IN DTC E- BUSES**

Sir,

This is to state that for the above said tender, we have hereby authorized  
..... working in capacity of ..... with M/s  
.....to execute all documents on our behalf for the above said  
tender.

(Signature of the Authorized Signatory of the Bidding Organization)

Name :  
Designation :  
Seal :

**ON THE LETTERHEAD OF THE BIDDER/LEAD MEMBER OF CONSORTIUM**

Ref:

Dated:

To,  
The CMD/MD,  
Delhi Transport Corporation,  
DTC Headquarters, I P Estate,  
New Delhi – 110002

**SUB: SELF DECLARATION OF NOT BEEN BLACKLISTED**

**REF: TENDER FOR SELECTION OF AN AGENCY FOR ADVERTISEMENT BY  
WAY OF BUS BODY WRAPS IN DTC E- BUSES**

Sir,

We confirm that our company/all members of the consortium have never been blacklisted in any manner whatsoever by any of the State/UT and/or Central Government in India in last three years on any ground.

(Signature of the Authorized Signatory of the Bidding Organization)

Name :  
Designation :  
Seal :

**ON THE LETTERHEAD OF THE BIDDER/LEAD MEMBER OF CONSORTIUM****Ref:.....****Date:.....**

To,  
 The CMD/MD,  
 Delhi Transport Corporation,  
 DTC Headquarters, I P Estate,  
 New Delhi – 110002

**SUB: FINANCIAL BID****REF: TENDER FOR SELECTION OF AN AGENCY FOR ADVERTISEMENT BY WAY OF BUS BODY WRAPS IN DTC E-BUSES****Sir,**

1. We, the undersigned, having carefully examined the referred tender offer to participate in the same, in full conformity with the said tender and all the terms and conditions thereof and are quoting the costs inclusive of all applicable taxes.
2. We understand you are not bound to accept any proposal you receive, not to give reason for rejection of any proposal and that you will not defray any expenses incurred by us in Bidding.
3. We hereby offer our rates as under:

| <b>S. No.</b> | <b>Particulars</b>                            | <b>Amount in<br/>Figures(GST<br/>Extra as<br/>applicable)</b> | <b>Amount in<br/>Words<br/>(GST<br/>Extra as<br/>applicable)</b> |
|---------------|-----------------------------------------------|---------------------------------------------------------------|------------------------------------------------------------------|
| 1.            | <b>Fixed payment Per bus per month to DTC</b> |                                                               |                                                                  |

Thanking you

(Signature of the Authorized Signatory of the Bidding Organization)

Name :

Designation :

Seal :

## APPENDIX VI – BUS WRAP SPECIFICATIONS

The bidder can put advertisement on two sides of a bus (conductor side rear side only). The left side excludes windows, panel over window & below roof, doors, number plate, grill/fins vent hole on left side of the bus. No advertisement shall be allowed over the panel above window.

Similarly, the advertisement on the rear side of the bus excludes does not cover Engine Grill, Engine Flap lock, and registration plate. It also must be noted that Special media/ material must be used for display/creative/advertisement on rear portion of the bus that can withstand heat/ dust coming from rear mounted engine of buses. DTC will not be responsible for any damage caused to display/creative/advertisement, and it will be sole responsibility of contractor to ensure the quality and maintenance of displays/creative installed by him/her.

It is clearly stated that no body wrap shall be allowed on the Driver Side of the bus or front of the bus. The approximate area which can be used for Bus Wrap in DTC buses is elaborated as under:

### 1. TATA Buses

| Type Of Bus     | Left Side Bus             | Rear Side Of Bus          |
|-----------------|---------------------------|---------------------------|
|                 | Approximate area in Sq ft | Approximate area in Sq ft |
| Electric AC Bus | 87 square feet            | 24.5 square feet          |

### 2. JBM Buses

| Type Of Bus     | Left Side Bus             | Rear Side Of Bus          |
|-----------------|---------------------------|---------------------------|
|                 | Approximate area in Sq ft | Approximate area in Sq ft |
| Electric AC Bus | 80.1 square feet          | 8.2 square feet           |

There Bus Wrap shall not be allowed in the front portion or Right Side (Driver Side) of the DTC Buses.

(To be executed on a Non – judicial stamp paper of Rs 100/- and duly attested by Notary Public)

**INTEGRITY PACT**

Between

**Delhi Transport Corporation (DTC)** hereinafter referred to as **“The Principal”**

and

.....hereinafter referred to as **“The Bidder/Contractor”**

**Preamble**

The principal intends to award, under laid down organizational procedures, contract(s) for ..... The principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and / or Contractor(S).

In order to achieve these goals, the principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 – Commitments of the Principal**

- 1) The principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - a. No employee of the principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b. The principal will, during the tender process treat all Bidders(s) with equity and reason. The principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. The principal will exclude from the process all known prejudiced persons.
- 2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the principal will inform the Chief Vigilance Office and in addition can initiate disciplinary actions.

## **Section 2 – Commitments of the Bidder(s)/ Contractor(s)**

- 1 The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
  - a. The bidder(s)/ contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s)/ Contractor(s) will not enter with other Bidders in to any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non – submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/ Contractor(s) of foreign shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign representatives/agents, if any. Further, all the payments made to the Indian agent/representative have to be in Indian Rupee only.
  - e. The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents brokers or any other intermediaries in connection with the award of the contract.
  - f. Bidder(s)/ Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

## **Section 3 – Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of section 2, above or in any other form such as to put their reliability or credibility in question, the principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract for such reason and to debar the Bidder(s)/Contractor(s) from participating in future bidding processes.

## **Section 4 – Compensation of Damages**



1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract Value or the amount equivalent to Performance Bank Guarantee.

#### **Section 5 – Previous transgression**

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti – corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason and he may be considered for debarment for future tender/contract processes.

#### **Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors**

1. In case of Sub – Contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub – Contractor.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### **Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

#### **Section 8 – Independent External Monitor(s)**

1. That DTC has appointed Sh. Gogineni Venkata Krishna Rau, R/o Villa 116 , The Retreat , Tharabanahalli , Chikkajala post , Bangalore-562157. (E-mail: gvkrishtnrau@gmail.com; Mobile No 9880240080) and Sh. Raman Dawan, Lt. Gen. R/o Flat No. 1E-42 , A WHO Township, Gurjinder Vihar , Pocket-5, Sector- Chi 1, Greater Noida , Distt- Gautam Budh Nagar, U.P. 201315 (E-mail: [romidhawan4@yahoo.com](mailto:romidhawan4@yahoo.com); Mobile No – 8894700170, 9718038843) as Independent External Monitors for this pact.
2. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
3. The monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Managing Director, Delhi Transport Corporation.

4. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub – Contractors.
5. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Sub – Contractor(s) with confidentiality. The Monitor has also signed declarations on “Non – Disclosure of Confidential Information” and of “Absence of Conflict of Interest”. In case of any conflict of interest arising at a later date, the IEM shall inform Managing Director, Delhi Transport Corporation (DTC) and recuse himself/herself from that case.
6. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
7. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non – binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
8. The monitor will submit a written report to the Managing Director, DTC within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
9. If the Monitor has reported to the Managing Director, DTC, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Managing Director, DTC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
10. The word “**Monitor**” would include both singular and plural.

#### **Section 9 – Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 06 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Managing Director, DTC.

#### **Section 10 – Other provisions**

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like warranty / Guarantee etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

\_\_\_\_\_  
(For & On behalf of the Principal)

(Office Seal)

Place.....

Date.....

Witness 1:  
(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness 2:  
(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(For & On behalf of Bidder/  
Contractor)

(Office Seal)

Witness 1:  
(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness 2:  
(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_