

TENDER

**Name of Work: E-TENDER FOR ALLOTMENT OF ADVERTISEMENT
RIGHTS FOR DISPLAY OF ADVERTISEMENT
THROUGH UNIPOLE IN DTC DEPOTS/TERMINAL.**



Delhi Transport Corporation

**DELHI TRANSPORT CORPORATION
(GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI)
Dy. Chief General Manager (Publicity / Marketing),
Delhi Transport Corporation, Scindia House,
New Delhi-110001.**

INTRODUCTION

DTC has uploaded the following Bid documents on the <https://govtprocurement.delhi.gov.in>.

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Your offer complete in all respects as per enclosed documents must be uploaded on <https://govtprocurement.delhi.gov.in> latest by ____26/06/2025_15:00 hrs. and should be addressed to:

The e-Tender I D No. is 2025_DTC_273406_1

To,

The Dy. Chief General Manager (Publicity / Marketing),
Delhi Transport Corporation
Scindia House,
New Delhi-110001.

The tender shall be opened at ____26/06/2025_15:30 hrs. . 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

Disclaimer

This Tender for “E-TENDER FOR ALLOTMENT OF ADVERTISEMENT RIGHTS FOR DISPLAY OF ADVERTISEMENT THROUGH UNIPOLE IN DTC DEPOTS/TERMINAL” contains brief information about the scope of work and selection process for the AGENCY. The purpose of the Document is to provide the Bidders with information to assist the formulation of their bidding documents.

While all efforts have been made to ensure the accuracy of information contained in this Tender Document, this Document does not purport to contain all the information required by the Bidders. The Bidder should conduct their own independent assessment, investigations & analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their bid application. Delhi Transport Corporation or any of its employees or advisors shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the Tender Document.

Delhi Transport Corporation reserves the right to change any or all conditions/ information set in this Tender Document by way of revision, deletion, updating or annulment through issuance of appropriate Addendum/corrigendum as Delhi Transport Corporation may deem fit without assigning any reason thereof.

Delhi Transport Corporation reserves the right to accept or reject any or all applications without giving any reasons thereof. Delhi Transport Corporation will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the bid applications to be submitted in terms of this Tender Document.

SECTION-I
TENDER SCHEDULE

Tender No: DTC/Pub./2025/74

Dated: 04/06/2025

1	Name of the Bid	E-TENDER FOR ALLOTMENT OF ADVERTISEMENT RIGHTS FOR DISPLAY OF ADVERTISEMENT THROUGH UNIPOLE IN DTC DEPOTS/TERMINAL
2	Tender Document	Can be Downloaded from website http://govtprocurement.delhi.gov.in
3	Method of selection	Highest Bid(H1) (in INR)
4	Earnest Money Deposit (EMD)	For Each site mentioned in the Tender.
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), Delhi Transport Corporation, Scindia House, New Delhi-110001 E-mail- dtc_publicity@yahoo.com
7	Bid Validity Period	120 days
8	Bid Language	English
9	Bid Currency	INR
10	Schedule of Bidding Process	
	Task	Key Dates
	Uploading of Tender document	04.06.2025
	Bid start Date	04.06.2025 from 1800 hrs
	Pre bid meeting & Location	13.06.2025 at 1400 Hrs Conference Hall, DTC, HQ, IP Estate Delhi Transport Corporation, New Delhi-110 002
	Last date of reply of queries, if any, of pre bid	16.06.2025
	Bid end Date & Time	26.06.2025 from 1500 hrs
	Opening of Technical Bids	26.06.2025 from 1530 hrs
	Opening of Financial Bids	To be communicated later
11	Performance Bank Guarantee / Performance Security	3% of the value of the contract value order.
12	Consortium	Not Allowed

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

SECTION-II

1 GENERAL INSTRUCTIONS TO BIDDERS:

- 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 offer or invitation by the DTC to any party other than the bidders how 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 required.
- 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 DTC 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 DTC 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 DTC. The DTC 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 supersedes 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.
 - 1.8.2.6 The bidder should visit all the sites for feasibility of Unipole both in terms of Location, Installation and Marketability.

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:
 - a) Criteria for participation- Sole Proprietorship Firm, Partnership Firm, Public Limited Company or a Private Limited Company and has not been blacklisted either by DTC, MCD or Central/State Govt. departments, Ministry, Autonomous body. PSUs as on bid submission date, subject to fulfilling the eligibility criteria given in the E-Tender documents eligible to submit bid for allotment of Advertisement rights through designated Individual Unipole sites under the jurisdiction of DTC as mentioned in Annexure-1. The firm shall get itself registered with the Advertisement Department of MCD in appropriate category by submitting the requisite document and fulfilment of other necessary formalities as per registration guidelines(if not registered already) within ten working days after issuance of offer letter. The bidder/s shall bid for any or all of the sites as per his Annual Average Financial Turnover and net worth as mentioned in E-Tender document.
 Note: The Bidder must be eligible for registration in the appropriate category on the last date and time of submission of bid for the E-Tender.
 - b) MCD Registration Certificate in appropriate category.
 - c) The applicant should not be blacklisted by DTC, MCD, Central/State Government departments, Ministry, Autonomous body, PSUs etc.
 - d) The bidder(s) shall bid along with Earnest Money Deposit (EMD) of the site he/she is submitting bid.
 - e) The bidder should not have made any losses in last three financial years. The net worth of the bidder during last financial year should be minimum of 25% of annual MRP (Minimum Reserve Price) of the Depot/Terminal Site for which the bid is submitted by the bidder. The minimum net worth and MRP for each

site are as under in the table. The net worth shall be considered i.e. net worth as on 31.03.2024. The minimum annual average financial turnover of the bidder for each site during the last three financial years must be as follows:

S.No.	Depot/Terminal Site	Minimum Reserve Price Per Month (Per Unipole Single Side Display, Size 18 Square meter).	EMD	Minimum Avg. Annual financial turnover	Minimum Net worth
1	Vasant Vihar Depot	396000	712800	4752000	1188000
2	Mehrauli Terminal	234000	421200	2808000	702000
3	Hauz Khas Terminal	396000	712800	4752000	1188000
4	Lado Sarai Terminal	234000	421200	2808000	702000
5	Ambedkar Nagar Depot	108000	194400	1296000	324000
6	Kalkaji Depot	344000	619200	4127998	1031999
7	Tekhand Depot	92277	166099	1107324	276831
8	Sukhdev Vihar Depot	93857	168943	1126284	281571
9	Nehru Place Terminal	344000	619200	4127998	1031999
10	Ambedkar Stadium	131039	235870	1572469	393117
11	Punjabi Bagh Terminal	109200	196559	1310396	327599
12	Mangla Puri Terminal	148451	267213	1781417	445354
13	Ghuman Hera Depot	24000	43200	288000	72000
14	Dwaraka Sector-8 Depot	87416	157349	1048992	262248
15	Dwaraka Sector-2 Depot	148451	267213	1781417	445354
16	Keshav Pur Depot	94821	170678	1137852	284463
17	Hari Nagar Depot-I	92016	165629	1104192	276048
18	Hari Nagar Depot-II	92016	165629	1104192	276048
19	Raj Ghat Depot-I	131039	235870	1572469	393117
20	Raj Ghat Depot-II	131039	235870	1572469	393117
21	Rohini Depot-I	48400	87120	580800	145200
22	Rohini Depot-II	48400	87120	580800	145200
23	Rohini Depot-III	48400	87120	580800	145200
24	Rohini Depot-IV	48400	87120	580800	145200

25	Nangloi Depot	42400	76320	508800	127200
26	Narela Depot	24000	43200	288000	72000
27	Kanjhawala Depot	24000	43200	288000	72000
28	Bawana Depot	24000	43200	288000	72000
29	Peera Garhi Depot	36534	65761	438408	109602
30	Naraina Depot	74286	133715	891432	222858
31	Sultan Puri Terminal	32000	57600	384000	96000
32	Rohini Sector-22 Terminal	48400	87120	580800	145200
33	Mangol Puri Terminal	42400	76320	508800	127200
34	Dilshad Garden Depot	40080	72144	480960	120240
35	Vishwas Nagar Terminal	56000	100800	672000	168000
36	Nand Nagar Depot	40000	72000	480000	120000
37	Shahdara Terminal	44000	79200	528000	132000
38	Yamuna Vihar Depot	24000	43200	288000	72000
39	Suraj Mal Vihar Terminal	32800	59040	393600	98400
40	Seema Puri Depot	40080	72144	480960	120240

Note-1 If the bidder is applying for all the Sites, then the minimum annual average turnover of the bidder during the last three financial year must be equal to or more than the total Average Annual Financial Turnover of such Sites and the average minimum net worth as on 31.03.2024 must be more than the total amount as specified against such sites. In case, bidder is applying for more than one site, then minimum annual average financial turnover shall be summation of minimum annual average financial turnover for applied site/sites.

Note -2 – The Department shall consider the bids for bidders for each site/sites having different MRP up to his financial capacity and upto his minimum net worth in the order of preference as mentioned by the bidder and once the bidders financial capacity exhaust, the Department shall not consider the remaining sites, if applied by the bidder beyond his Financial Capability i.e. Minimum Average Annual financial turnover and net worth as on 31.03.2024.

Note- 3-The financial turnover of the bidder has to be from any legal business activity. The turnover of the bidder shall be ascertained from the following documents which the bidder is required to submit along with his bid Profit & Loss account statement of the bidder for the preceding three financial years showing the annual turnover duly certified by a Chartered Accountant (FY 2021-2022 onwards)

- a) Audited Balance sheet of the bidder for the preceding three financial years showing the annual turnover duly certified by a registered Chartered Accountant, (FY 2021-2022 onwards)
- b) The net worth shall as on 31.03.2024 duly certified by a registered Chartered Accountant.
- c) Complete copy of income Tax Returns, showing the bank account number of the bidder for the preceding three financial years; (FY 2021-2022 onwards)
- d) Details of bank account (as reflected in the I.T. Returns) with bank statement of the bidder for the last 12 months.

Note-4- Any bidder or Director/Partner/proprietor of any firm who have been is associated in any manner with a Firm/Company/Organization, who has not cleared past dues, if any, of DTC or any Govt. organization/Ministry/PSUs Autonomous Body shall not be eligible to participate in the E-Tender and such participation will be rejected, summarily.

The bidders shall work out their financial capability based on above criteria and submit along with E-Tender Documents. However, the decision of DTC on the Manner and amount of calculation of the financial capability of the bidder shall be final and binding on all the parties.

A bidder may submit his bids for as many sites as he wishes to bid. However, the number of sites allotted shall be limited to his Financial Capability.

The bidder need to submit an Affidavit in this regard clearly mentioning that all the directors/partners or proprietor are /is/ were was not associated to any firm/company/organization in any manner who have not cleared past dues of DTC or any Govt. organization/Ministry/PSUs Autonomous Body also not associated in past and present to the firm/company/organization in any manner who has been black-listed by either by DTC or any Govt. organization/Ministry/PSUs Autonomous Body

- 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.
- 2.3 Successful Bidder will not sublet the same to the third party for marketing or operational part.
- 2.4 Details of all advertisement sites with Monthly MRP (Minimum Reserve Price), EMD are specified in the Tender.
- 2.5 The allotment of the DTC sites as given in Tender for installing the Unipoles for the purpose of advertisement to the bidder(s) shall be on 'As is Where is' basis, and no objections on any ground such as suitability of the site for advertisement purpose etc shall be entertained after submission of bids by the bidder(s).
- 2.6 The bidder(s) shall submit the integrity pact on a non – judicial stamp paper of Rs. 100/- duly signed by the person(s) signing the bid.
- 2.7 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.

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 **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.
- 4.2 In exceptional circumstances, the DTC may request in writing to 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 The Earnest money(EMD) as mentioned above for each site shall be in the form of Fixed Deposit Receipt of a scheduled bank/Bankers Cheque of a scheduled

bank/Demand Draft of a scheduled bank issued in favor of MD, DTC HQ. I.P. Estate New Delhi. Xerox copy of the above is to be scanned and uploaded along with the tender and the original Receipt of cash deposit / fixed deposit receipt of a scheduled bank/Bankers Cheque of a scheduled bank/ demand draft of a scheduled bank shall be deposited (in sealed envelope with name of work and due date written on the envelope) in the Tender Cell, Room No. 207, HQ. Delhi Transport Corporation I.P. Estate, New Delhi up to 15.00 hours on due date. Failure to furnish the original Receipt of cash deposit / fixed deposit/ receipt of a scheduled bank/ demand draft of a scheduled bank will entail rejection of bid and black listing. The EMD of each site is as under:-

S.No.	Depot/Temrinal Site	EMD
1	Vasant Vihar Depot	712800
2	Mehrauli Terminal	421200
3	Hauz Khas Terminal	712800
4	Lado Sarai Terminal	421200
5	Ambedkar Nagar Depot	194400
6	Kalkaji Depot	619200
7	Tekhand Depot	166099
8	Sukhdev Vihar Depot	168943
9	Nehru Place Terminal	619200
10	Ambedkar Stadium	235870
11	Punjabi Bagh Terminal	196559
12	Mangla Puri Terminal	267213
13	Ghuman Hera Depot	43200
14	Dwaraka Sector-8 Depot	157349
15	Dwaraka Sector-2 Depot	267213
16	Keshav Pur Depot	170678
17	Hari Nagar Depot-I	165629
18	Hari Nagar Depot-II	165629
19	Raj Ghat Depot-I	235870
20	Raj Ghat Depot-II	235870
21	Rohini Depot-I	87120
22	Rohini Depot-II	87120

23	Rohini Depot-III	87120
24	Rohini Depot-IV	87120
25	Nangloi Depot	76320
26	Narela Depot	43200
27	Kanjhawala Depot	43200
28	Bawana Depot	43200
29	Peera Garhi Depot	65761
30	Naraina Depot	133715
31	Sultan Puri Terminal	57600
32	Rohini Sector-22 Terminal	87120
33	Mangol Puri Terminal	76320
34	Dilshad Garden Depot	72144
35	Vishwas Nagar Terminal	100800
36	Nand Nagar Depot	72000
37	Shahdara Terminal	79200
38	Yamuna Vihar Depot	43200
39	Suraj Mal Vihar Terminal	59040
40	Seema Puri Depot	72144

- 5.1.1 Unsuccessful Bidder's EMD will be returned within 30 days after conclusion or discharge of the tender.
- 5.1.2 No interest will be paid to the bidder on the Earnest Money Deposit.
- 5.1.3 The Successful Bidder's Bid EMD will be refunded once the successful Bidder deposits the Performance Bank Guarantee, to be submitted by the Bidder upon signing the agreement.
- 5.1.4 The bidder must write the tender ID no. for which the EMD is being given on the back side of the Financial Instrument.
- 5.2 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.
- 5.3 The EMD of the unsuccessful Bidder will be returned within 30 days of issue of Letter of Award to the successful Bidder. On the request of successful Bidder, the EMD may

be converted in performance guarantee till the completion of the contract. If the EMD is less, then performance guarantee amount then balance amount has to be deposited by the bidder.

- 5.4 However, EMD of the Bidder shall be forfeited under following circumstances:-
 - 5.4.1 If, a Bidder withdraws his Bid during the period of validity specified in this tender or
 - 5.4.2 Does not accept the correction of errors or
 - 5.4.3 Modifies its bid price during the period of bid validity specified in the tender or
 - 5.4.4 In the case of a successful Bidder, fails to sign the contract after issuance of Letter of Intent by the DTC.
 - 5.4.5 Violation of Terms and Condition mentioned in the Tender Document.

6 UNCONDITIONAL BIDS:

- 6.1 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 in to with all its contents. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.

7 AMENDMENT TO BID DOCUMENTS:

- 7.1 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.
- 7.2 The amendments shall be posted on the website and these amendments will be binding on all Bidders.
- 7.3 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.

8 **CONFLICT OF INTEREST:**

- 8.1 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.
- 8.2 For purposes of this tender, the conflict of interest would be reflected as under:
- 8.2.1 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.

9 **PREPARATION OF BIDS:**

- 9.1.1 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.
- 9.1.2 The currency for the purpose of the Proposal shall be the Indian Rupees (INR).
- 9.2 **Documents comprising the Bid:** The Bid prepared by the Bidder shall comprise the following components:
- 9.2.1 Cover Letter along with all the supporting documents as specified.

S. No.	COMPONENT
1	Bid Application as per Tender
2	Company Registration Document in support of eligibility criteria
3	MCD Registration Certificate in appropriate category
4	Authorization to sign tender document
5	Non-blacklisting undertaking
6	No Dues pending undertaking
7.	a) Audited Balance sheet of the bidder for the preceding three financial years showing the annual turnover duly certified by a registered Chartered Accountant, (FY 2021-2022 onwards) b) The net worth as on 31.03.2024 duly certified by a registered Chartered Accountant. c) Complete copy of income Tax Returns, showing the bank account number of the bidder for the preceding three financial years; (FY 2021-2022 onwards) d) Details of bank account (as reflected in the I.T. Returns) with bank statement of the bidder for the last 12 months.
8	Integrity Pact as per Tender
<u>9.</u>	Proof of requisite earnest money deposit (EMD) of each site/sites as per tender
<u>10</u>	Complete E-Tender document, each page duly signed by the authorized signatory.
<u>11</u>	All other remaining documents mandatory as per tender

- 9.2.2 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.
- 9.2.3 **Pre-bid Meeting , Responses to Pre-Bid Queries & Issue of Corrigendum**
- 9.2.4 DTC shall hold a pre-bid meeting with the prospective bidders on date & time and at Address of the Venue mentioned on the E-Tender document or any video conferencing mode.
- 9.2.5 Any prospective bidder may, in writing seek clarifications from the Dy.CGM (Publicity), DTC, HQ, IP Estate Delhi Transport Corporation, New Delhi-110002, E-mail: dtc_publicity@yahoo.com. The preferred mode of delivering written questions to the aforementioned contact person would be through email. The email should be sent to dtc_publicity@yahoo.in. In no event will the Delhi Transport Corporation be responsible for ensuring that bidders' inquiries have been received by Delhi Transport Corporation.
- 9.2.6 Delhi Transport Corporation will endeavor to provide a full, complete and timely response to all questions. However, Delhi Transport Corporation makes no representation or warranty as to the completeness or accuracy of response. Delhi Transport Corporation also does not undertake to answer all the queries that have been posed by the bidders.
- 9.2.7 At any time prior to the last date for receipt of bids, DTC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the E-Tender document by way of corrigendum. The Corrigendum (if any) & clarifications to the queries from all bidders will be uploaded on the website mentioned on E-Tender document only.
- 9.2.8 Any such corrigendum shall be deemed to be incorporated into this E-Tender document.
- 9.2.9 In order to afford prospective Bidders reasonable time in which to take the corrigendum into account in preparing their bids, DTC may, at its discretion, extend the last date for the receipt of bids.
- 10 **FORMAT AND SIGNING OF BID:**
- 10.1 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.
- 10.2 Any interlineations, erasures, over-writing, alterations, additions, etc. will disqualify the tender.
- 10.3 All the pages of the proposal must be properly sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- 10.4 That the document (all pages) must be signed by an authorized signatory of the Bidder.
- 10.5 The Bid submitted shall be sealed properly.
- 11 **MARKING OF BIDS:**
- 11.1 The complete proposal should be submitted in two parts as follows:
- 11.1.1 **Technical Bid - TENDER FOR SELECTION OF ANY AGENCY FOR ADVERTISEMENTS ON UNIPOLAR OF DTC DEPOTS/TERMINALS.** The

Bidder should upload scanned copy of the Technical Bid along with Proof of payment EMD only on <https://govtprocurement.delhi.gov.in>. Proof of EMD(in original) is to be deposited at the address mentioned in tender document. Quoted Prices shall not be mentioned anywhere in the Technical Bid. In case of difference, information uploaded online shall be treated as final. No hard copy should be submitted.

11.1.2 Financial Bid- TENDER FOR SELECTION OF ANY AGENCY FOR ADVERTISEMENTS ON UNIPOLES OF DTC DEPOTS/TERMINALS. This shall have the Commercial/Financial offer in format as elaborated in the Tender and scanned copy should be uploaded only on <https://govtprocurement.delhi.gov.in>. No hard copy should be submitted. Bidder shall be required to upload financial bid for each site separate Financial Quote is required in the Format given in the Tender. The Financial bid for every site shall be in format, as provided in the Tender shall be uploaded on website.

12 Venue of Tender opening: Bid will be opened 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.

12.1 Late Bids:

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

13 MODIFICATION AND WITHDRAWAL OF BIDS:

13.1 No Bid can be Modified/Withdrawn after the deadline for submission of the Bid.

14 REJECTION OF ANY OR ALL BIDS/ANNULMENT OF TENDER PROCESS:

14.1 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).

14.2 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:

14.2.1 The Bids will be rejected at opening stage if it is not accompanied by EMD.

14.2.2 If the eligibility / mandatory criteria condition is not met and/or documents prescribed to establish the eligibility are not enclosed.

14.2.3 Failed to provide clarifications related thereto, when sought;

14.2.4 The Bids will be recorded/ returned unopened if covers are not properly sealed.

14.2.5 Any conditional Bid, other than what has been specified in the tender.

14.2.6 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.

14.2.7 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 FRAUD AND CORRUPT PRACTICE:

- 15.1 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.
- 15.2 In such an event, the DTC shall,
 - 15.2.1 Forfeit and appropriate the Bid Security or Performance Security.
 - 15.2.2 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.
- 15.3 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;
- 15.4 “Fraudulent Practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- 15.5 “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.
- 15.6 The Bidder is required to comply with terms of INTEGRITY PACT as per Tender.

16 BID OPENING BY DTC:

- 16.1 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.
- 16.2 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).
- 16.3 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.
- 16.4 A maximum of two representatives for any Bidder shall be authorized and permitted to attend the Bid opening.

17 CONTACTING THE DTC:

- 17.1 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.
- 17.2 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.
- 17.3 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.

18 CLARIFICATION ON SUBMITTED BIDS:

- 18.1 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.
- 18.2 However, no post Bid clarifications at the initiative of the Bidder shall be entertained.

19 TENDER EVALUATION CRITERIA:

- 19.1.1 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, if required.
- 19.2 Evaluation of bid shall be done through two stages as under:
- 19.2.1 **Stage I - Technical Bid Evaluation** - Evaluators of technical bid shall not have access to the financial proposal until the technical evaluation is concluded by DTC. Responsiveness of bids submitted by all the Bidders shall at first be examined with respect to bid application, earnest money etc., immediately after opening of the bids. Technical bids of all the responsive bidders shall be evaluated as per criteria given in the tender above. All the technically qualified bidders intimated by DTC for opening of financial bid on e-procurement portal. While participation in the E-Tender, a particular bidder shall be allowed to participate for the Site with aggregate of quoted MLF equal to or less than his "Financial Capacity", meaning thereby that once the sum total of his quoted MLF for the site(s) exceeds his "Financial Capacity", he will not be eligible/allowed to participate in E-Tender for remaining Site(s).
- 19.2.2 **Stage II - Financial Bid Evaluation** – In Stage II, the Financial Bids of all the Bidders who pass the Technical Evaluation will be opened on E-Procurement portal. **The financial bid has to be submitted online only. No hard copies of financial bid shall be accepted.**
- 19.2.3 **Stage III** – From the technically qualified Bidders, the Bidder quoting the **HIGHEST MONTHLY LICENSING FEES(H1)** for each Sites per month shall be awarded the contract.
- 19.2.4 In case if there is two or more H-1 bidders found same quoted MLF in a particular site, the below process will be followed: -
“New financial bids from these H-1 bidders(which would be obviously more than the Quoted MLF) will be called. Their financial bids will be opened and H-1 bidder will be decided. The decision of MD,DTC will be final and binding to all”

20 NOTIFICATION OF AWARD:

- 20.1 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.
- 20.2 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.
- 20.3 Within a maximum of 7 days from the date of issue of the LOA, the selected Bidder shall accept the LOA (Letter of Acceptance) and deposit performance guarantee.
- 21 **AGREEMENT:**
- 21.1 Within 15 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 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.
- 21.2 Draft Agreement shall include all the terms & condition of bid document and may have other conditions also.
- 21.3 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 Performance Bank Guarantee of the Bidder who failed to execute the agreement.
- 21.4 The Successful Bidder shall purchase Stamp Paper of Rs 100/- 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.
- 22 **LEGAL JURISDICTION:**
- 22.1 The agreement shall be subject to exclusive jurisdiction of courts at Delhi only.
- 23 **ISSUE OF AWARD LETTER:**
- On acceptance of the tender by the competent authority the letter of award will be issued by Officer in-charge on behalf of the MD, DTC making it clear in the letter of award that the contractor will have to execute separate agreements for the work with the concerned officers of the respective discipline within 07 working days of issue of the letter of award.
- 24 **PERFORMANCE GUARANTEE:**

- 24.1 The successful bidder shall deposit a Performance Bank Guarantee (Security deposit) equivalent to 3% of the total value of contract 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 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.
- 24.2 The Performance Bank Guarantee shall be submitted within 07 days of dispatch of Letter of Acceptance.
- 24.3 The Performance Guarantee (Security deposit) shall be released after all dues paid to DTC by the bidder at the time of end of the contract period.
- 24.4 The Performance Guarantee (Security deposit) shall be forfeited in the event of violation of any Tender/Agreement term(s).
- 24.5 The Performance Guarantee/EMD/any deposit including MLF deposited by the bidder(s) will not carry any interest in any case or circumstances whatsoever.
- 25 **WORK TO BE DONE BY THE SELECTED BIDDER DURING INCUBATION PERIOD**
 - 25.1 The successful bidder gets the gestation period of 30 days, the commencement of gestation period for a particular Unipole shall be date from when site possession shall be given to the successful bidder for enabling it start construction at site. The bidder may be given site possession for Unipole construction commencement in different DTC depots in a phased manner and hence the operations commencement dates shall be different and has no correlation with the date of issue of work order.
 - 25.2 During gestation period, the successful bidder has to pay revenues on pro-rata basis for the Unipoles sites on which advertisement has been displayed.
 - 25.3 The gestation period is allowed for installation of Unipole(s) including installation of nonconventional/conventional source of energy connection and electrical fittings and fixtures, as may be required for making the Unipole(s) fit for display.
 - 25.4 DTC shall ensure that the site allocated at these locations has good display potential and is free from hindrances like underground services which obstruct the construction of foundation for installation of Unipoles. They shall also be free from any hindrance/feasibility on account of construction activity by any Government agency.
- 26 **TERM AND TENURE:**
 - 26.1 The successful bidder shall be given the exclusive rights to operate the site for a period of 5 years. The same may be further extended for another 5 years on year to year basis on mutually agreed terms & conditions.
 - 26.2 The bidder can undertake premature surrender by giving DTC an advance notice for 3 months, in that case the performance security shall be forfeited by DTC. No Other penalty shall be levied for premature surrender.
- 27 **FORCE MAJEURE:**
 - 27.1 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, 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).
- 27.2 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.
- 27.3 That no penalty shall be levied on the Bidder in case of force majeure event.
- 27.4 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.
- 27.5 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.
- 27.6 **For the purposes of this Contract, “Force Majeure” shall not include:**
- 27.6.1 Any event which is caused by the negligence or intentional action of a Party.
- 27.6.2 Insufficiency of funds or inability to make any payment.
- 27.7 **Measures to be taken:**
- 27.7.1 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.
- 27.7.2 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.
- 27.7.3 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.
- 27.7.4 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:
- 27.7.4.1 Demobilize; or
- 27.7.4.2 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.
- 27.7.4.3 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 of DTC deliberations.
- 28 **NOTICES:**
- 28.1 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.

29 DISPUTE REDRESSAL MECHANISM:

- 29.1 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.
- 29.1.1 At the first instance, the matter should be resolved between the Bidder and DTC.
- 29.1.2 If the same is not resolved as per para 29.1.1 within 15 days, then the matter has to be taken into coordination committee of DTC for resolving the same within 15 days.
- 29.1.3 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 29.1.1 and para 29.1.2, 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 01 member 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.
- 29.1.4 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.
- 29.1.5 **Place of Arbitration** - The place of arbitration shall be Delhi.
- 29.1.6 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.
- 29.1.7 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.
- 29.1.8 **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.

30 PAYMENTS TO DTC BY THE SUCCESSFUL BIDDER:

- 30.1 **Fixed Monthly License Fees:** The bidder shall pay a fixed Monthly License Fees per unipole to DTC in Advance. The bidder can quote any sum equal to or higher than Minimum Reserve Price (MRP) for each site as indicated in the bid. Bidders quoting bid amount lower in totality and the Minimum Reserved Price per site fixed as under, the same shall be summarily rejected.
- 30.2 **Payment Schedule:**
- 30.2.1 No payment is to be made to DTC during gestation period. However, in case the actual display is commenced at any site prior to the end of the gestation period, the billing cycle shall commence from that date which may be earlier than the expiry of gestation period.
- 30.2.2 DTC shall raise bills on monthly basis for advance payment **For Example-** for display in month of April; the bill shall be given in April. The bidder shall have to make payment within 7 days of date of issue of bill of DTC.

- 30.2.3 In the first month of operation, this shall be aid in proportion to the duration left in that particular month and then followed by monthly payments.
- 30.2.4 That the date of operationalization (commencement of payment date) for a particular unipoles site may be different dates and hence the first payment of the site may be done site wise. Even within a particular DTC depot, multiple unipoles may be erected in a phased manner and hence payment to DTC shall commence at different date as per the date of the unipoles becoming operational,
- 30.2.5 **Penalty for Delay in Payments:** Any delay in monthly payments on 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 3 months shall lead to termination of the contract.
- 30.2.6 **GST:** GST, as applicable, shall be payable by the successful bidder over and above the due payments to DTC. If any other direct or indirect taxes applicable in future, the same shall be borne by the successful bidder.
- 30.2.7 **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.
- 30.2.8 **MLF Enhancement:** From the date when the first installment becomes effective, the annual increase in fixed monthly License Fees (MLF) per unipole shall be 5 % on compounding basis.
- 30.2.9 **Payment of Advertisement Tax To MCD:**
DTC shall ensure 50% revenue sharing with MCDs in Delhi as per OAP. The rent payable per month shall be split of equal amount in favour of DTC and respective MCD. DTC shall deposit one DD in its own account and other DD shall be submitted by DTC to the respective MCDs, if any liability, other than 50% revenue sharing with MCDs in Delhi as per OAP- 2017, is created on account of advertisement tax, and other the same shall be borne by the successful bidder over and above the revenues payable to DTC. In addition to the 50% revenue share of monthly licence fee of DTC, GST Amount on both shares (DTC + MCD) shall be payable by the successful bidder in the DD of DTC.
- 30.3.10 **Deductions for Force Majeure:** The successful bidder may be exempt for payments of monthly license fees to DTC in case of force majeure.

31 **Penalty:**

31.1 The successful bidder shall abide by terms and conditions of his agreement and all rules and regulations, orders, instructions that DTC, Municipal Corporation, any Government/Government agency or court of law may from time to time make or adopt or issue for the care, protection and administration of advertisement and if violation in this regard is noticed on the part of successful bidder, the penalties leviabale as noted below will be imposed:

S. No.	Types of Violation	Penalty
1	Advertisement device found obstructing of free movement of pedestrian and vehicular traffic	Rs.5000/- per violation /per irregularity/ fortnightly
	Unipole if not found erected as per prescribed location	
	Non up-keeping of aesthetic view	
2	Violation of Bye-laws, OAP, DMC Act and instructions/provisions issued from time to time by DTC or any other Government agency/ court	Rs. 50,000/- per violation/ irregularity/ per week from the date of issuance such

	of law	notice and upto removal of such violation.
	Displaying prohibited media either by himself or through any of his/her agent employee	
	Encroachment/displaying media other than the designated sites, shifting of unipole away from the designated site without approval from DTC	
3	In case the successful bidder exceeds the number of allotted unipole/display without approval from DTC	@ 2 times of the average MLF of the display of that unipole site per display per month
4	Display of unipole exceeding the total area of allotted for display on unipole	
5	Unauthorized display of advertisement through illegal unipole not the part of agreement	
Any other violation will attract a penalty of Rs. 50,000 /- per violation.		

32 **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:

32.1.1 DTC may, at any time, terminate the contract by giving 30 calendar days written notice to the Bidder without assigning any reason, without any compensation to the Bidder, whatsoever if:

32.1.1.1 The Bidder becomes unwilling, bankrupt or otherwise insolvent.

32.1.1.2 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.

32.1.1.3 The Bidder fails to deposit applicable dues for 3 Months except for Force Majeure reasons.

32.2 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 period to rectify the same. Failure to rectify the same shall result in termination of the contract.

32.3 The contract shall not be terminated for failure to discharge responsibilities due to force majeure situations or failure by DTC to meet conditions precedent.

32.4 **Consequences of Termination:**

32.4.1 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.

32.4.2 Such party shall inherit the project with all liabilities incurred by the previous successful Bidder whose contract has been cancelled.

33 **PREMATURE SURRENDER:**

33.1.1 The successful bidder at any time during validity of the contract can surrender the project (post mandatory lock in period of 3 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 expiry of notice period.
- 33.1.2 Upon premature surrender, the operator (successful bidder) shall have to remove all advertisement at its own cost.
- 34 **CONFIDENTIALITY:**
- 34.1 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.
- 34.2 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.
- 35 **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.
- 36 Breach of Agreement- DTC shall have the right to terminate/determine the license and forfeit the security deposit(s) etc. if the contractor commits breach of any of the terms and conditions of this agreement. In case, the contractor wishes to get the license restored/ renewed, MD DTC or any other officer authorized by him, in this behalf may on consideration of a representation (of the previous contractor) restore the advertisement display/ Unipole structure(s)/devices, subject to deposition of a composition fees of 5% the total bid amount as restoration charges along with license fee for the intervening period and penalty with interest etc. for the intervening period provided that the request for restoration (of contract) is made within 10 days of the rescission of contract by the previous contractor or before the floating date of the E Tender of the same advertising sites as awarded to the previous contractor whichever is earlier.

SECTION – III

BACKGROUND, SCOPE AND GENERAL TERMS & CONDITION

36.1 As a part of a revenue enhancement plan, DTC intends to call tender for advertisement rights on the sites as mention in the bid documents and the specifications of the unipoles are as under:

36.1.1.1 Design of Display of Unipole. The dimension for each unipole structure shall be as per specific conditions Category 1 of OAP 2017. The bottom of advertisement display of unipole shall be at a height of 2.5 mtr. above the surface of the ground and shall be in proper alignment. The maximum Height of top of unipole structure from the ground level shall not exceed 10 mtr. The advertisement display shall be strictly in accordance with the specific provisions as laid down in the DMC Act(Tax advertisement other than advertisement published in newspaper) Bye- laws, 1996 (as amended up-to-date) (hereinafter referred to as "amended bye laws, 1996), Outdoor Advertisement Policy 2017 or the advertisement policy in force at that time and terms conditions of allotment. Compliance of Para 7.1 of the Outdoor Advertisement Policy, 2017 as under:

S.No.	Type	General Description	Description				
				Length	Width	Max Height	Minimum Ground Clearance
1	Category-I	Large format Outdoor Advertising Device	For road width less than 100 feet roadway	6M	3M	15M from ground	2.5 Meter
			For road width more than 100 feet roadway	10M	5M	15M from ground	2.5 Meter

36.2 The total number of DTC Bus Depots and Bus Terminals as given below are available for display of advertisement by way of unipole. The successful bidder will be allowed to display advertisement on one side of the single unipole.

S.No.	Depot/Temrinal Site	Minimum Reserve Price Per Month (Per Unipole Single Side Display, Size 18 Square meter).
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1	Vasant Vihar Depot	396000
2	Mehrauli Terminal	234000
3	Hauz Khas Terminal	396000
4	Lado Sarai Terminal	234000
5	Ambedkar Nagar Depot	108000
6	Kalkaji Depot	344000
7	Tekhand Depot	92277
8	Sukhdev Vihar Depot	93857
9	Nehru Place Terminal	344000
10	Ambedkar Stadium	131039
11	Punjabi Bagh Terminal	109200
12	Mangla Puri Terminal	148451
13	Ghuman Hera Depot	24000
14	Dwaraka Sector-8 Depot	87416
15	Dwaraka Sector-2 Depot	148451
16	Keshav Pur Depot	94821
17	Hari Nagar Depot-I	92016
18	Hari Nagar Depot-II	92016
19	Raj Ghat Depot-I	131039
20	Raj Ghat Depot-II	131039
21	Rohini Depot-I	48400
22	Rohini Depot-II	48400
23	Rohini Depot-III	48400
24	Rohini Depot-IV	48400
25	Nangloi Depot	42400
26	Narela Depot	24000
27	Kanjhawala Depot	24000
28	Bawana Depot	24000
29	Peera Garhi Depot	36534
30	Naraina Depot	74286
31	Sultan Puri Terminal	32000
32	Rohini Sector-22 Terminal	48400
33	Mangol Puri Terminal	42400
34	Dilshad Garden Depot	40080

35	Vishwas Nagar Terminal	56000
36	Nand Nagar Depot	40000
37	Shahdara Terminal	44000
38	Yamuna Vihar Depot	24000
39	Suraj Mal Vihar Terminal	32800
40	Seema Puri Depot	40080

Important Notes

It is further added that the successful bidder will have to furnish a certificate from a qualified structural Engineer in regard to the quality/strength adequacy of the material used for construction and fabrication of the unipoles. The successful bidder will also ensure that the unipoles installed by him in the Depots/Terminals are strong enough to with-stand the natural wind pressure/storms etc. In any case, the successful bidder shall be solely responsible for any mishappening occurring due to the falling of unipoles/the advertisement displayed on the same on account of its structural weakness/improper fabrication etc. The unipoles must confer with the guidelines of OAP, 2017(Amended from time to time).

- 36.3 DTC at its discretion may allow installing more unipoles at any site(s) allotted in this tender on same rates and terms and conditions at a later date in accordance with the specifications mentioned Delhi OAP, 2017. Decision on this matter shall be the sole prerogative of Managing Director, DTC..
- 36.4 The bidder shall inspect the advertisement sites as per tender and may obtain necessary clarification, if any, regarding the same to his full satisfaction before offering the bid of the same. The bidder shall acquaint himself of all the local conditions and the advertisement potential of the sites before offering the bid of the same.
- 36.5 Each bidder must conduct survey of the advertisement site for designated site as mentioned in the Tender and make independent evaluation of the scope of work. No bidder/bidders can hold DTC responsible for not understanding the scope of work. Bidders are free to visit the said advertisement sites.
- 36.6 The bidder should bid the amount by considering entire potential of each site and DTC will not be responsible for any decline in the potential of revenue of sites for any reason whatsoever. Any claim for remission on the basis of harm to business interest on extraneous/ unforeseen conditions/ reasons whatsoever shall be summarily rejected by DTC without any kind of response to the contractor and the contractor shall not be entitled to make any claim/remission on that account, except the circumstances as mentioned in the E-Tender document. The fees remission shall be restricted to the average MLF of the site keeping in view the single side display or double side display. No remission will be allowed due to hindrance by any person, group etc. The genuineness of the remissions shall be examined by DTC on case to case basis. Remission if any after examining the genuineness of the case by DTC can be granted after taking specific approval from the MD DTC on case to case basis.
- 36.7 The remission can also be allowed by the competent authority in some other exceptional circumstances involving natural calamity beyond the control of any person. DTC may consider the request on verification/confirmation by case to case basis on facts and circumstances subject to verification from the concerned department. The decision of the competent authority i.e. MD DTC in this regard shall be final and binding.
- 36.8 Matter of Advertisement: No advertisement shall be allowed if it is indecent/obscene or otherwise offensive to good taste or against public sentiments or in contravention of the bye-laws, 1996, as amended up-to-date and Outdoor Advertisement Policy. The decision DTC or any other officer authorized by him in this respect shall be final. 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.
- 36.8.1 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.
- 36.8.2 List of negative advertisements (as contained in the Outdoor Advertising Policy of MCD/Amended from time to time):
- 36.8.2.1 Nudity
- 36.8.2.2 Racial advertisements or advertisements propagating caste, community or
- 36.8.2.3 ethnic differences
- 36.8.2.4 Advertisement of drugs, alcohol, cigarette or tobacco items

- 36.8.2.5 Advertisements propagating exploitation of women or child
 - 36.8.2.6 Advertisement having sexual overtone
 - 36.8.2.7 Advertisement depicting cruelty to animals
 - 36.8.2.8 Advertisement depicting any Nation or Institution in poor light
 - 36.8.2.9 Advertisement casting aspersion of any brand or person
 - 36.8.2.10 Advertisement banned by the Advertisement Council of India or by law
 - 36.8.2.11 Advertisement glorifying violence
 - 36.8.2.12 Destructive devices and explosives depicting items
 - 36.8.2.13 Lottery tickets, sweepstakes entries and slot machines related advertisements
 - 36.8.2.14 Any psychedelic, laser or moving displays
 - 36.8.2.15 Advertisement of weapons and related items (such as firearms, firearm parts
 - 36.8.2.16 and magazines, ammunition etc.)
 - 36.8.2.16.1.1 Advertisements which may be defamatory, trade libellous, unlawfully threatening or unlawfully harassing
 - 36.8.2.17 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
 - 36.8.2.18 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; or
 - 36.8.2.19 Any other items considered inappropriate by the Coordination Committee of DTC.
 - 36.8.2.20 Notwithstanding anything contained herein, advertisements of political parties will not be permitted on the buses.
 - 36.8.2.21 Surrogate advertisements may be permitted only if certificate of approval is submitted by the licensee from the Competent Authority.
 - 36.8.2.22 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 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.
- 36.8.3 **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. The advertiser shall be bound to indemnify and reimburse DTC for all claims, demands, loss charges, beat and expenses which it may have to incur or which accrue on account of infringement of any of the conditions mentioned in the tender by the advertiser.
- 36.8.3.1 The successful bidder shall obtain a Public Liability Policy of insurance in respect of advertisements displayed in DTC Depots/Terminals.

- 36.8.3.2 The successful bidder shall keep the **Nodal Officer of DTC** informed about the type of advertisements displayed on monthly basis.
- 36.9 The bidder shall comply all directions of the Competent Authority as per the provisions/guidelines/specifications of the outdoor Advertisement Policy 2017 for Delhi, relevant provisions of DMC Act, Advertisement Bye Laws framed under any Act 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.
- 36.10 The bidder shall exercise due diligence in installation of these Unipoles/Advertisements. If any damage is caused to DTC due to installation, DTC shall get the same rectified at the cost of the bidder.
- 36.11 The bidder shall remove the advertisements from Unipoles / allied infrastructure after expiration of the duration. If the same is not complied within 7 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.
- 36.12 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.
- 36.13 Compliance of any change/revision in policy/ modification in terms and conditions of allotment- In case of implementation of any new comprehensive advertisement policy thereof direction by Court of Law or advertisement Site/Sites/Flag-Sign or part thereof being required by the Government, DTC retains the right to cancel the license agreement of advertisement contracts by giving one months' notice in writing and the contractor will not be allowed any extension on any ground whatsoever. Any loss of revenue to the contractor on above conditions shall not be borne by DTC.
- 37 **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 of DTC.
- 37.1 **Roles and Responsibility of the Bidder:** The successful Bidder has to provide as under:
- 37.1.1 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. Bidder 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.
- 37.1.2 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.

- 37.1.3 The selected Bidder is free to coordinate with any stakeholder to expedite project execution.
- 37.1.4 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**.
- 37.1.5 All the bidders are advised to visit the locations where the unipoles will be erected before bidding. The unipoles so installed shall be along the boundary wall of the depot/terminals facing vehicular traffic and in no case disturb the normal movement of DTC buses inside the premises. In case the location of unipole(s) is not accepted by DTC, the same shall have to be reinstalled at other location(s) as prescribed by DTC. After normal completion of the contract or in the event of pre – mature surrender of the contract or termination of contract on any breach of terms and conditions of the contract by the DTC, the unipoles so installed/constructed by the bidder shall be the property of DTC and the contractor shall not have any right in any manner on these unipoles.
- 37.1.6 The bidder shall maintain necessary details of advertisements displayed by him in respect of each Unipole and produce the same on demand before the MD, DTC or any officer authorized by him.
- 37.1.7 The successful bidder shall obtain electricity connection for illuminated display at the allotted site at his own cost or install solar energy system, for which DTC shall provide him No Objection Certificate (NOC) on his specific request. In this regard, all charges/dues shall be payable by the bidder directly to the concerned electricity company. No generator set shall be allowed for this purpose. In this regard, all charges / dues shall be payable by the advertiser directly to the concerned electricity company. No generator set shall be allowed for this purpose.
- 37.1.8 Statement of Account of Advertisement displayed: The advertiser shall maintain proper record of the advertisement displayed by him in respect of each advertisement device and produce the same on demand before the M.D. DTC or any other officer authorized by him in this behalf/on his behalf. The advertisers shall also submit true monthly statement showing the number of advertisement displayed during the preceding months. The contractor shall submit the quarterly report of Self- declaration as per 'Annexure-6'.
- 37.1.9 Mandatory display of certain information- The advertiser shall display the following information on display on the front side of the advertisement device, according to the device
- Site Name-
 - Logo-
 - Name of the advertiser-
 - Single side display/double aide display
 - Size of display
 - Number of display
 - Latitude and longitude
 - Allotment letter date and no.
- 37.1.10 In addition the bidder shall be:-
- 37.1.10.1 Responsible and liable for any damages caused to public/private property by the contractor while discharging its scope of services and DTC shall not be responsible or liable or made a party to any loss of life and/or physical harm/any

- other loss or damage to the public or any other agency including government on account of negligence on the part of bidder in maintaining the site properly;
- 37.1.10.2 Ensure that the advertisements displayed are not indecent/obscene or otherwise offensive or against public sentiments or in contravention of the applicable laws including the MCD bye laws, as may be amended from time to time.
- 37.1.10.3 Ensure that the unipole sites shall be structurally sound and maintained in properly secured condition. The advertisement site (Unipole) shall, at all time, erected, fixed and retained in all respect to the satisfaction and in accordance with the structural requirement of the unipole.
- 37.1.10.4 Non-Transfer of advertising rights, no subletting of the advertisement Site/Sites or any site is permissible. The contractor shall manage these advertisement Site/Sites by himself/ itself or through his /its employees but shall not be allowed to sublet these advertisement sites to any other person/agency/firm. If at any point of time it is found that the any site(s) have been sublet the contract shall be liable for cancellation along with forfeiture of Security deposit, performance guarantee and blacklisting of firm.
- 37.1.10.5 Maintenance of site: The Unipole within the DTC sites shall be structurally sound and maintained in properly secured condition. The advertisement site (Unipole/Flag-Signs) shall, at all time, erected, fixed and retained in all respect to the satisfaction and in accordance with the requirement prescribed by MCD and as per OAP 2017(Amended from Time to Time). On completion of the contract period or its pre-determination for any reason whatsoever, including surrender by the advertiser, the structure of the pole/device shall become the property of DTC. The advertiser shall hand over all the unipole structures to DTC in good condition.
- 37.1.10.6 Precautions. The advertiser shall display the advertisement after installing devices (Unipole) at the designated location, in a proper manner taking all precautions against electrocution and DTC shall not be responsible for any negligence, injury or casualty resulting from the installation, removal or upkeep of the advertisement device & display.
- 37.1.10.7 Responsibility of Advertisement Sites/ Devices- DTC shall not be responsible for damage or then of devices, frames, structures fixed at the site by the contractor or for any temporary obstruction caused to the advertisement including pasting of posters etc. by any person/political party on the advertisement device(s). It shall be primary responsibility of the allottee to safeguard and protect their advertisement site(s)/device(s).
- 37.2 **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:
- 37.2.1 Fulfilling obligations as defined in conditions precedent clause and other clauses of the tender documents.
- 37.2.2 At the end of the contract or after expiration period, the MD, DTC shall authorize an officer of DTC under whose supervision, the advertisements shall be removed by the contractor at their own cost.

ANNEXURE - 1
**E-TENDER FOR ALLOTMENT OF ADVERTISEMENT RIGHTS FOR DISPLAY OF
 ADVERTISEMENT THROUGH UNIPOLE IN DTC DEPOTS/TERMINAL**

DETAILS OF SITES

S.No.	Depot/Temrinal Site	Minimum Reserve Price Per Month (Per Unipole Single Side Display, Size 18 Square meter).	EMD	Minimum Avg. Annual financial turnover	Minimum Net worth
1	Vasant Vihar Depot	396000	712800	4752000	1188000
2	Mehrauli Terminal	234000	421200	2808000	702000
3	Hauz Khas Terminal	396000	712800	4752000	1188000
4	Lado Sarai Terminal	234000	421200	2808000	702000
5	Ambedkar Nagar Depot	108000	194400	1296000	324000
6	Kalkaji Depot	344000	619200	4127998	1031999
7	Tekhand Depot	92277	166099	1107324	276831
8	Sukhdev Vihar Depot	93857	168943	1126284	281571
9	Nehru Place Terminal	344000	619200	4127998	1031999
10	Ambedkar Stadium	131039	235870	1572469	393117
11	Punjabi Bagh Terminal	109200	196559	1310396	327599
12	Mangla Puri Terminal	148451	267213	1781417	445354
13	Ghuman Hera Depot	24000	43200	288000	72000
14	Dwaraka Sector-8 Depot	87416	157349	1048992	262248
15	Dwaraka Sector-2 Depot	148451	267213	1781417	445354
16	Keshav Pur Depot	94821	170678	1137852	284463
17	Hari Nagar Depot-I	92016	165629	1104192	276048
18	Hari Nagar Depot-II	92016	165629	1104192	276048
19	Raj Ghat Depot-I	131039	235870	1572469	393117
20	Raj Ghat Depot-II	131039	235870	1572469	393117
21	Rohini Depot-I	48400	87120	580800	145200
22	Rohini Depot-II	48400	87120	580800	145200
23	Rohini Depot-III	48400	87120	580800	145200
24	Rohini Depot-IV	48400	87120	580800	145200

25	Nangloi Depot	42400	76320	508800	127200
26	Narela Depot	24000	43200	288000	72000
27	Kanjhawala Depot	24000	43200	288000	72000
28	Bawana Depot	24000	43200	288000	72000
29	Peera Garhi Depot	36534	65761	438408	109602
30	Naraina Depot	74286	133715	891432	222858
31	Sultan Puri Terminal	32000	57600	384000	96000
32	Rohini Sector-22 Terminal	48400	87120	580800	145200
33	Mangol Puri Terminal	42400	76320	508800	127200
34	Dilshad Garden Depot	40080	72144	480960	120240
35	Vishwas Nagar Terminal	56000	100800	672000	168000
36	Nand Nagar Depot	40000	72000	480000	120000
37	Shahdara Terminal	44000	79200	528000	132000
38	Yamuna Vihar Depot	24000	43200	288000	72000
39	Suraj Mal Vihar Terminal	32800	59040	393600	98400
40	Seema Puri Depot	40080	72144	480960	120240

TECHNICAL BID COVER LETTER (ON THE LETTER HEAD OF THE BIDDER)

Date: _____

To,

**The Managing Director,
Delhi Transport Corporation,
DTC Headquarters, I P Estate,
New Delhi – 110002**

**SUB: E-TENDER FOR ALLOTMENT OF ADVERTISEMENT RIGHTS FOR DISPLAY OF
ADVERTISEMENT THROUGH UNIPOLE IN DTC DEPOTS/TERMINAL**

Sir,

1. I/We, the undersigned, have carefully examined the referred E-Tender and offer to participate in the same, in full conformity with the said E-Tender along with all the terms and conditions.
2. I/We agree to abide by this Proposal as per E-Tender terms and conditions, and our offer is valid for a period of 120 days from the date fixed for submission of Proposals as stipulated in the E-Tender and it shall remain binding upon us and may be accepted by DTC at any time before the expiration of that period.
3. I/We understand DTC is not bound to accept any proposal it receives and not to give reason for rejection of any proposal and that you will not defray any expenses incurred by us in bidding.
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.
9. I/We have paid EMD vide challan No..... Dated drawn on For Rs.....(Copy enclosed).
10. I/We applied for Site No./No.(s)_____ of _____ Depot(s)/Terminal(s) Site under the jurisdiction of DTC.

**Name & Signature
Designation**

NB: DTC reserves the right to make any change in the document anytime for which the decision of the MD, DTC shall be final and binding on the bidder/contractor. At the time of the E-Tender this undertaking shall be signed by the bidder and submitted along with the prescribed E-Tender form as proof of acceptance of all terms & conditions of contractor agreement in the event of the bidder being successful in the process.

DECLARATION/UNDERTAKING:

I/we have gone through and understood the contents of this E-Tender document carefully. The information furnished by me/us is true & to the best of my/our knowledge and nothing has been concealed there from. I/We have also read and understood carefully the terms & conditions of allotment annexed herewith which I/we shall abide by I/We agree to the allotment of contract for display of advertisement at the allotted site is being made on "as is where is" basis and accept all the terms and condition of the E-Tender and shall be bound by the conditions given in the document.

**Seen and accepted,
Name & Signature of the Authorized Signatory
(With Office Rubber Stamp)**

Format for Power of Attorney for Signing of Proposal

(On a Rs. 100 stamp paper duly attested by Notary public)

POWER OF ATTORNEY

Know all men by these presents, We (name and address of the registered office) do hereby constitute appoint and authorize Mr./Ms. (name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for Allotment of Advertisement contract under the jurisdiction of DTC for submission to Delhi Transport Corporation, (hereinafter referred to as DTC) for consideration of DTC including signing and submission of all documents and providing information/responses in all matters in connection with our Proposal for the Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be demand to have been done by us.

Dated this the _____ Day of

For _____

(Name and designation of the person
(s) Signing on behalf of the Bidder)

Accepted

_____ Signature)
(Name, Title and Address of the Attorney)
Date:

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
2. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
3. In case the Proposal is signed by an authorized Director, a certified copy of the appropriate resolution/document conveying such enclosed in lieu of the Power of Attorney.

**SUB: E-TENDER FOR ALLOTMENT OF ADVERTISEMENT RIGHTS FOR DISPLAY OF
ADVERTISEMENT THROUGH UNIPOLE IN DTC DEPOTS/TERMINAL**

Basic Information about Bidder

1.	NAME OF THE ORGANISATION /INDIVIDUAL/APPLICANT	
2.	REGISTRATION NO. (if any)	
3.	CORRESPONDENCE ADDRESS	
4.	CONTACT MOBILE NUMBER AND EMAIL ID	
5.	NAME OF PERSON(S) TO BE CONTACTED FOR CLARIFICATION	
6.	RESIDENTIAL ADDRESS OF THE BIDDER	
7.	DETAIL OF PAN CARD WITH COPY	
8.	DETAIL OF ALL BANK ACCOUNTS OF THE BIDDER	

DETAILS OF STAKEHOLDER'S IN BUSINESS

S.No.	Name / Fathers Name	Designation	Age	Address	Landline / Mobile Number

Certified that the information given above is correct to the best of my knowledge.

SIGNATURE OF AUTHORIZED SIGNATORY WITH SEAL

DATE: _____

ON THE LETTER HEAD OF THE BIDDER

Ref:
Date:

To,
The Managing Director,
Delhi Transport Corporation,
DTC Headquarters, I P Estate,
New Delhi – 110002

SUB: AUTHORIZATION TO SIGN TENDER DOCUMENTS

**REF:- E-TENDER FOR ALLOTMENT OF ADVERTISEMENT RIGHTS FOR DISPLAY
OF ADVERTISEMENT THROUGH UNIPOLE IN DTC DEPOTS/TERMINAL**

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 LETTER HEAD OF THE BIDDER

To,
The Managing Director,
Delhi Transport Corporation,
DTC Headquarters, IP Estate,
New Delhi – 110002

SUB:- SELF DECLARATION OF NOT BEEN BLACKLISTED

**REF:- E-TENDER FOR ALLOTMENT OF ADVERTISEMENT RIGHTS FOR DISPLAY
OF ADVERTISEMENT THROUGH UNIPOLE IN DTC DEPOTS/TERMINAL**

Sir,

We confirm that our company has never been blacklisted in any manner whatsoever by DTC, MCD or any Department/Ministry or Government of the State/UT or Central Government in India on any ground.

(Signature of the Authorized Signatory of the Bidding Organization)

Name :
Designation :
Seal :

FORMAT FOR AFFIDAVIT (To be submitted by all bidders)

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

I, _____ S/o _____ resident of _____, authorized signatory of _____, do hereby solemnly affirm that I have already conducted survey of the DTC Depot/Terminal Site _____ and made independent evaluation of potential of site and DTC will not be responsible for any financial losses on account of the operation and current revenue administration. I/we have inspected the said sites under offer and are ready to take the site on ‘as is where is basis’ and have acquainted us with all the marketability potential, advertisement potential, local conditions and site conditions at the said site.

Name & Signature

Deponent

VERIFICATION:

Verified at Delhi on this _____ day of _____, 2024 that the contents of the above affidavit are true to the best of my knowledge and belief. No part of it is false and nothing has been concealed therein.

Name & Signature

Deponent

**SUB: E-TENDER FOR ALLOTMENT OF ADVERTISEMENT RIGHTS FOR DISPLAY OF
ADVERTISEMENT THROUGH UNIPOLE IN DTC DEPOTS/TERMINAL**

The Order of Preference and Details of EMD for respective Depot/Terminal Site applied for

SN	Name & Number of the Respective Site/s applied for	Amount of earnest Money Deposit for each Site/s	Details of Payment
	The order of preference for Depot/Terminal Site	As mentioned in E-Tender document for respective Depot/Terminal Site	Demand Draft, Bankers Cheque or Pay order no. Date and Name of Bank
1			
2			
3			
4			
5			
6			
7			
8			

Example: The order of preference may be written in following format:

S No. & Name of Depot/Terminal Site _____(Name of the Depot/Terminal Site).

Name & Signature of Authorized Signatory with Seal:

Date:_____

SUB: E-TENDER FOR ALLOTMENT OF ADVERTISEMENT RIGHTS FOR DISPLAY OF ADVERTISEMENT THROUGH UNIPOLE IN DTC DEPOTS/TERMINAL.

PERFORMA FOR ELIGIBILITY CRITERIA

NAME OF BIDDER:

S. No.	COMPONENT	DOCUMENTS ATTACHED AT PAGE No
1	Bid Application as per Tender	
2	Company Registration Document in support of eligibility criteria	
3	MCD Registration Certificate in appropriate category	
4	Authorization to sign tender document	
5	Non-blacklisting undertaking	
6	No Dues pending undertaking	
7.	The financial turnover of the bidder has to be from any legal business activity. The turnover of the bidder shall be ascertained from the following documents which the bidder is required to submit along with his bid: a) Audited Balance sheet of the bidder for the preceding three financial years showing the annual turnover duly certified by a registered Chartered Accountant, (FY 2021-2022 onwards) b) The net worth as on 31.03.2024 duly certified by a registered Chartered Accountant. c) Complete copy of income Tax Returns, showing the bank account number of the bidder for the preceding three financial years; (FY 2021-2022 onwards) d) Details of bank account (as reflected in the I.T. Returns) with bank statement of the bidder for the last 12 months. Net Worth as on 31.03.2024 _____ Turnover of the FY 2021-2022 Rs. _____. Turnover of the FY 2022-2023 Rs. _____. Turnover of the FY 2023-2024 Rs. _____.	

	Average Turnover for FY-2021-22 to FY 2023-24	
8	Integrity Pact as per Tender	
<u>9.</u>	Proof of requisite earnest money deposit (EMD) of each site/sites as per tender	
<u>10</u>	Complete E-Tender document, each page duly signed by the authorized signatory.	
<u>11</u>	All other remaining documents mandatory as per tender	

Signature of the advertiser/firm with seal

Affidavit

I/We undertake that all the directors/partners of proprietor are/is/were/was not associated to any firm/company/organization in any manner who have not cleared past dues of DTC or MCD and also not associated in past and present to the firm/company/organization in any manner who has been black- listed by either by DTC or MCD or erstwhile SDMC/ NDMC / EDMC, or any Govt. organization/Ministry/PSUs Autonomous Body.

That I/We, also undertake that all the facts and documents submitted by me/us are genuine. In case any of the documents and/or information furnished is found to be false or is objected to by any of the persons concerned, the DTC will be at liberty to cancel the registration, forfeiture of EMD, Security Deposit and Advance MLF along with cancellation of the contract and blacklisting of the firm.

Deponent

(Name & Sign)

VERIFICATION:

Verified at Delhi on this _____ day of _____, 2024 that the contents of the above affidavit are true to the best of my knowledge and belief. No part of it is false and nothing has been concealed therein.

Deponent

(Name & Sign)

(To be submitted by the bidder(s) on a non-judicial stamp paper of Rs. 100/-)

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)

That DTC has appointed Sh. Gogineni Venkata Krishna Rau, R/o Villa 116 , The Retreat , Tharabanahalli , Chikkajala post , Bangalore-562157. (Email:gvkrishnarau@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; Mobile No – 8894700170, 9718038843) as Independent External Monitors for this pact.

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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 Bidder/
Contractor)
(Office Seal)

Place.....

Date.....

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

FORMAT FOR FINANCIAL BID
(ON COMPANY LETTERHEAD)

**NOTE: PL UPLOAD SEPARATE FINANCIAL BID FOR EACH DEPOT/TERMINAL SITE
APPLIED FOR AS PER THE FORMAT PROVIDED ON WEBSITE.**

To,
The Managing Director,
Delhi Transport Corporation,
DTC Headquarters, I P Estate,
New Delhi – 110002

**SUBJECT: FINANCIAL BID OPEN E-TENDER FOR ALLOTMENT OF ADVERTISEMENT RIGHTS
FOR DISPLAY OF ADVERTISEMENT THROUGH UNIPOLE IN DTC DEPOTS/TERMINAL**

Dear Sir,

With reference to the invitation to Bid in NIT No. Dated for the above-mentioned E-Tender. This is to state that I/we have inspected the Depot/Terminal Site applied for being bid by me/us and we are aware of the physical position of site/sites and we hereby offer our rates as per the scope of work mentioned in the bid documents. We understand that the Competent Authority is not bound to accept the highest offer and reserves the right to reject any or all offers without assigning any reason. The financial rates are detailed as under

DTC DEPOTS/TERMINAL	MONTHLY LICENSE FEE QUOTED in RS (In Figures)	MONTHLY LICENSE FEE QUOTED in Rs. (in words)

We understand that DTC shall not accept those Bids, which are not in conformity to the prescribed terms and conditions.

Any tax in the aforesaid project such as service tax, GST/TCS etc. if applicable at present or on account of any future law/direction of the Govt. of India/State Government/Statutory Authority shall be payable by us beyond the monthly license fee being quoted by us.

Thanking you.

Signature & Name of Authorized Signatory with Seal:

Date: _____

(To be executed on a non-judicial stamp paper of Rs. 100/- and duly notarized)

INDEMNITY BOND

(by successful bidder of each site)

This Indemnity Bond is executed on this _____ day of _____ by Shri _____ s/o Shri _____ resident of _____ in favour of Managing Director, Delhi Transport Corporation, D.T.C Headquarters, IP ESTATE, NEW DELHI- 110002

2. The executants is the Proprietor/Partner/Director/authorized signatory of M/s _____ situated at _____ and had submitted a bid for SELECTION OF AGENCY FOR ADVERTISEMENTS ON UNIPOLES OF DTC DEPOTS/TERMINALS site under the jurisdiction of DTC.

3. DTC vide its offer letter No. _____ dated _____ has given me an offer to operate ADVERTISEMENTS ON UNIPOLES [Depot/Terminal site name on a monthly license fee of Rs. _____].

4. The executants undertakes to indemnify the Delhi Transport Corporation from any injury, loss or damage caused to or suffered by any person or property, arising out of or relating to operation of site and the consequential claim or claims shall be borne by the executants who hereby indemnifies and safeguards the DTC in respect of any of such claim or claims.

EXECUTANT