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**MCD CORPORATION OF DELHI**  
**(ADVERTISING AND ADVERTISEMENT DEPARTMENT)**

Cost :Rs.1,000/-

Dated 15.11.2011

Tender / Application form for allotment of contract for display of advertisement at the existing structure of unipole of the size 20x8cm at the sites located in Civil Lines / Shahdara-South / Shah-North / City / South / Central / Rohini / West Zones of the MCD.  
Location of unipole \_\_\_\_\_.

I/We hereby tender the rate of monthly licence fee for allotment of contract for display of advertisement through unipole at the above mentioned site:-

**(All the information must be given in CAPITAL LETTERS)**

1. Name of Applicant :
2. Name of Company/Firm :
3. Status in the Company/Firm :
4. Present Address :
5. Permanent Address :
6. Telephone No.: Office \_\_\_\_\_ Residence \_\_\_\_\_
7. In case of company/firm, the name of proprietor(s), Partners or Directors etc., as the case may be, should be given along with parentage, age and residential address(es); both present and permanent, as under :-

Sl. No.	Name of Proprietor/ Partner(s)/Director(s)	Father/Husband's Name	Age	Present Residential Address	Permanent Residential Address

8. Rate of Monthly Licence Fee Rs. \_\_\_\_\_ (in figures)  
(Rupees \_\_\_\_\_) (in words)
9. An amount of Rs. \_\_\_\_\_/- as Earnest Money Deposit / Caution Money is paid herewith by Bank Draft /Pay Order No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ in favour of Commissioner, MCD.
10. Any other information which the tenderer/applicant may like to furnish:-  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SIGNATURE OF TENDERER/APPLICANT**  
(with seal)  
ADDRESS \_\_\_\_\_  
\_\_\_\_\_

I/we have gone through and understood the contents of this tender/application form carefully and the information furnished by me/us is true to the best of my/our knowledge and belief and nothing has been concealed therefrom. 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 through unipole at the allotted site is being made on "As is where is" basis.

**SIGNATURE OF TENDERER/APPLICANT**

Dated:

**N.B.**

- (i) Tender/ application form duly filled in and properly sealed together with Earnest Money / Caution Money should be dropped only in the box specified for the purpose and placed in the office of Commercial Officer (Advertisement), 25<sup>th</sup> Floor, Civic Centre, Minto Road, New Delhi - 110002, on **30.11.2011 upto 11.30 a.m.;**
- (ii) All the documents, as submitted, should be signed by the applicant and the seal affixed (in case of company/firm);
- (iii) The allotment will be made on **"as is where is"** basis;
- (iv) Tenderers/Applicants are advised, in their own interest, to visit and see the sites of unipoles themselves. No representation on any account whatsoever, shall be entertained, in this regard;
- (v) Separate tender shall be submitted for each of the sites;
- (vi) The advertisers who have been blacklisted or against whom dues are outstanding, shall not be eligible to participate in the tenders;
- (vii) Earnest Money deposited shall be forfeited and the tenderer shall be de-barred from participating in the next NIT, in case on offer of allotment, the tenderer declines to accept the contract for any reason whatsoever.

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**FOR ALLOTMENT OF CONTRACT FOR DISPLAY OF  
ADVERTISEMENT AT THE EXISTING STRUCTURE OF UNIPOLE**

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<b>Period</b>	1. The terms & conditions will be applicable in respect of illuminated display of advertisement at the existing Unipole structures at the selected sites in the jurisdiction of <b>CIVIL LINES, SHADARA-SOUTH, SHAHDARA-NORTH, SOUTH, CENTRAL &amp; NAJAFGARH ZONES</b> of the MCD area and shall be valid for a period of three years from the date of commencement of the contract, extendable for another two years, subject to satisfactory performance of the contractor and increase in the monthly licence fee by 10% each year for the rest two years. <b>In order to promote use of non-conventional source of energy, the contractor / advertiser MUST use solar panel / system for illumination of advertisements. Accordingly, no remission shall be admissible, on this account.</b>
<b>Mode of allotment</b>	2. The allotment of contract for display of advertisement through Unipole at the sites located in <b>CIVIL LINES, SHAHDARA-SOUTH, SHAHDARA-NORTH, SOUTH / CENTRAL / NAJAFGARH ZONES</b> are contained in the list enclosed as <b><u>ANNEXURE 'I'</u></b> and allotment will be made by inviting tenders on site-to-site basis.
<b>Incubation period</b>	2(a). The initial period of SEVEN DAYS from the date of allotment of the contract, shall be allowed for repair of structure of Unipole, installation of solar energy system and necessary clearances from the concerned authorities, if any, which shall not be extendable under any circumstances. The monthly licence Fee shall be payable by the advertiser from the commencement of <b><u>Eighth day</u></b> of the contract or from the actual date of display of advertisement, whichever is earlier. In this regard, the decision of the department shall be final and binding.
<b>Participation in tender</b>	3(a) The advertisers duly registered with the MCD under any of the categories, holding valid registration on the date of tender, and have cleared all the upto date outstanding dues, shall be eligible to participate in the tender.  3(b) The intending tenderers will be required to submit a copy of these terms & conditions duly signed on each page.  3(c) Incomplete, conditional or tenders without requisite Earnest/Caution Money are liable to be rejected summarily.
<b>Earnest Money / Caution Money</b>	4. The registered advertiser who intends to submit tender shall have to deposit in advance the Earnest Money / Caution Money, as per the NIT, by bank draft/pay order in favour of Commissioner, MCD as Earnest Money / Caution Money along with the tender form. The Earnest Money, if not so deposited, will disentitle the advertiser to participate in the opening of tender for allotment of rights for display of advertisement through Unipole or to submit tender. Tenders without the requisite Earnest Money will be summarily rejected. 75% of the Earnest Money shall be adjusted towards security as provided in clause 7 of the terms & conditions. The balance 25% amount will be retained as Caution Money which will be refunded to the advertiser on a written request after the end of the contractual period. The refund of Caution Money will be subject to clearance of all the pending dues, otherwise the same will be adjusted against the outstanding dues, if any. In case the successful highest bidder declines to accept the offer, for any reason whatsoever, the Earnest Money/Caution Money shall be forfeited and the concerned advertiser black-listed.
<b>Description of sites</b>	5. Advertisement Unipole will be displayed only at the allotted site. The intending tenderer shall inspect the description of the road / site before submitting tenders and may obtain clarification, if any, regarding the location of the area, before offering bid for the same. No objection / grievance / dispute, in this behalf, shall be entertained, subsequent to submission of the tender. No remission in licence fee / ground rent or advertisement tax will be given on the ground that display of Unipole is objected to by any authority, without any valid reason.
<b>Number of sites</b>	6. During the period of contract, if necessitated for carrying out repairs, maintenance, laying of power lines, widening of road / pavements or for any other purpose, the site of unipole has to be removed in public interest or for any other reason, alternate site shall be allotted to the contractor in lieu of the site, with the consent of the advertiser. If the site is not made available to the advertiser for a particular period of time, because of road-widening or any other executive directions of the government / department, the advertiser will be given remission in the ground rent / licence fee on pro-rata basis for the relevant period. In this regard, Commissioner or any other officer duly authorised for the purpose, may cancel any site or create any additional site and his decision shall be final and binding on the contractor.
<b>Security</b>	7. Every successful advertiser shall furnish by separate bank drafts / pay orders one month's advance licence fee / ground rent and an amount equivalent to three months licence fee / ground rent as security <b><u>within seven days</u></b> of acceptance of tender, which shall be refunded only after the successful performance of the contract and after settlement of all dues / accounts with the department. The security money will not carry any interest.
<b>Allotment</b>	8. The levy and recovery of licence fee / ground rent will start automatically from the effective date as notified in these terms and conditions or at the time of allotment of the contract. In case the previous contractor fails to remove the display from the allotted site, if any, after the expiry of the contract period or any unauthorised advertisement is displayed at the allotted site, the new contractor or the MCD shall have the right to cause such display to be removed for which the previous contractor or the unauthorised displayer, as the case may be, shall have no right to claim any damages. No extension of time for removal of advertisement displayed on Unipole shall be given after expiry of the contract period, under any circumstances whatsoever and it will be his duty to remove the advertisement so displayed on the Unipole latest by the forenoon of the day following the date on which the contract expires.
<b>Deposit of Licence Fee and Advertisement Tax</b>	9. The advertising contractor shall deposit licence fee / ground rent in advance in cash or by bank draft by the 10 <sup>th</sup> of every month. The advertisement tax for each year of contract shall be payable in advance in cash or by bank draft within one month of the commencement of the contract. Advertisement tax for the whole year as provided in the DMC Act becomes payable in respect of Unipole even if these have been displayed for less than a year. Similarly advertiser shall be liable to pay advertisement tax on each and every separate display of advertisement. If contract of Unipole is taken by another advertiser, after

to be displayed without payment of advance advertisement tax, the  
by the MCD at the cost and responsibility of the advertiser. All  
ould be made in the Office of Commercial Officer, Advertisement  
entre, Minto Road, New Delhi-110002 against proper receipt.

- Non-payment of Licence Fee** 10. If the payment is not made in the manner stipulated in clause No.9 above, the late fee/interest at the flat rate of 2% per month is liable to be charged from the advertiser on the unpaid amount even if the delay is for a part of the month. In case the payments on account of licence fee/ground rent or advertisement tax and late fee/interest, if any, are not received by the 10<sup>th</sup> of the succeeding month, the contract is liable to be terminated, security forfeited and the Commissioner, MCD or any other officer authorized by him, may get the Unipole removed and advertiser shall not be entitled to any rebate or compensation in this regard. The authorities will have the sole discretion to allot the Unipole / contract to any other advertiser. However, the Commissioner, MCD or any other officer authorized by him in this behalf may on consideration of a representation made by the previous allottee can restore the advertisement Unipole / structures to the contractor, on payment of the composition fees as may be decided by the Commissioner or any other officer authorized by him, provided that the request for the restoration is made within 10 days of the rescinding of contract. The decision of the Commissioner or any other officer authorized by him in this behalf to release or not to release any advertisement Unipole / structures removed by the department after rescinding/termination of the contract and to charge in the form of composition fee/removal charges/storage charges such amount as may be prescribed for the purpose, shall be final. Any dues in this regard will be recoverable as arrears of tax.
- Acceptance Tender** 11. The offer made by the registered advertiser shall be subject to acceptance by the Commissioner or any other officer authorized by him. Any offer may be rejected or permission granted for display of Unipole withdrawn at any time without assigning any reason therefor. The offer once accepted, shall be final.
- Surrender Notice** 12. The advertiser to whom the contract for display of Unipole has been awarded may surrender the allotment by giving three months notice in writing provided:-
- i. that the contract has been in force for at least six months i.e. no surrender notice is permissible during the first six months of the contract period. Similarly, no surrender is permissible during the last six months of the contract period.
  - ii. that the surrender notice shall not be valid unless up to date dues including notice period are paid up on the date of receipt of such surrender notice.
  - iii. that in case the allottee wants to withdraw the surrender notice, he/she may do so by giving a request in writing provided the request has been received before the re-tender of the said Unipoles and upto date dues including interest, if any, towards the same are deposited.
  - iv. that the advertiser /contractor who surrenders the contract or whose contract is rescinded by the MCD for any reason whatsoever, shall not be eligible to participate in the process of re-tendering for allotment of the contract for remaining period, in respect of the said zone.
- Allotment becoming void/recovery /payment** 13. In case it is found that the advertiser is contravening the provisions of Section 144 of the DMC Act and Bye-laws made thereunder (as amended upto date), the allotment shall become void. The Commissioner, MCD or any other officer authorized by him shall have the right to recover the licence fee/ground rent, late fee etc. as arrears of tax.
- Responsibility of Unipoles sites** 14. The MCD shall not be responsible for damage or theft of the Unipole, frames, structures fixed at the site by the advertiser or for any temporary obstruction caused to the advertisement including pasting of posters etc by any person/political party on the Unipole. It shall be primary responsibility of the allottee to safeguard and protect their Unipole.
- Non Transfer of advertisement rights** 15. The advertiser in whose name the display right is allotted shall not transfer the same to any other advertiser/advertising agency without prior approval of the Commissioner, MCD or any other officer authorized by him in this behalf in writing.
- Possession of allotted site** 16. The Unipole shall be displayed only at the allotted sites and position as may be determined by the Commissioner, MCD or any other officer authorized by him.
- Design of display** 17. Each Unipole shall be of standard size of 20 feet X 08 feet (horizontally) and shall contain advertisement on one side only. Display of the size 20x8q can be permitted on reverse side of the unipole, with the prior written approval of the Commissioner or any other officer duly authorised for the purpose, subject to feasibility of site, availability of space and proportionate increase in the licence fee / ground rent. The bottom of the advertisement Unipole shall be at a height of 7 feet above from the surface of the ground and shall be in proper alignment.
- The advertisement Unipole shall be strictly in accordance with the specific provisions as laid down in the DMC Act (Tax on advertisement other than advertisement published in newspapers) Bye-laws, 1996 (as amended upto date) (hereinafter referred to as "amended bye-laws, 1996") and terms & conditions of allotment.
- Maintenance of site/Unipole** 18. The Unipole shall be structurally sound and maintained in good and properly secured condition. The advertisement shall, at all times, be erected, fixed and retained in all respect to the satisfaction and in accordance with the requirement prescribed by the Commissioner or his authorized officer. However, on completion of the contract period or its pre-determination for any reason whatsoever, including surrender by the advertiser, the structure of the unipole, shall become the property of the MCD.
- Electricity Connection for Illuminated display** 19. The advertiser shall obtain electricity connection from the respective Discoms for illuminated display at the allotted site in his own name or install solar energy system, for which MCD shall provide him necessary No Objection Certificate, on his specific request. In this regard, all charges / dues shall be payable by the advertiser directly to the concerned electricity company. No generator set shall be allowed for this purpose.



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responsible for any injury or damage caused to or suffered by any person relating to the display of the Unipole and the consequential claim or other person who will also indemnify and safeguard the MCD in respect of any such claim or claims.

**Statement of Accounts**

21. The advertiser shall maintain proper record of the advertisements displayed by him in respect of each Unipole and produce the same on demand before the Commissioner or any other officer authorized by him in this behalf. The advertiser shall also submit true monthly statement showing the number of Unipole displayed during the preceding month, at the time of payment of licence fee/ground rent and advertisement tax.

**Matter of Advtt.**

22. The advertiser before installing any advertisement Unipole shall submit to Commercial Officer, Advertisement Department, MCD a copy of the matter of advertisement to be displayed and no advertisement shall be allowed if it is indecent/ obscene or otherwise offensive to good taste or against public sentiments or in contravention of the bye-laws, 1996, as amended upto date. The decision of the Commissioner or any other officer authorized by him in this respect shall be final.

**Precautions**

23. The advertiser shall display the Unipole at the selected sites in a proper manner taking all precautions against electrocution and Corporation shall not be responsible for any negligence, injury or casualty resulting from the installation, removal or upkeep of the Unipole.

**Shifting and removal**

24. The Commissioner or any other officer authorized by him shall have the right to have the Unipole shifted or removed without assigning any reason for which no rebate shall be claimed. The Commissioner or any other officer authorized by him may at sole discretion introduce or allow any other media of advertisement even during the period of this contract.

**Loss to MCD**

25. The advertiser shall be bound to indemnify and reimburse the Corporation for all claims, demands, loss, charges, cost and expenses which it may have to incur or which accrue on account of infringement of any of these conditions by the advertiser.

**Breach of conditions**

26. In case of breach of any condition, as referred to above, or in the case of contravention of any of the provisions contained in the DMC Act or the Bye-laws framed thereunder or in case any fee, charge, tax or any other amount is not paid or for any other reason, the allotment shall be deemed to be terminated/cancelled and/or revoked. The Commissioner or any other officer authorized by him shall cause the Unipole to be removed without any compensation whatsoever, beside forfeiting the security deposits and recovering the loss caused to MCD. The Unipole may be allotted to any other advertiser at the risk and cost of the defaulting advertiser, who may also be black listed.

**Agreement**

27. The successful contractor shall execute an agreement prescribed by the Advertisement Department on a non-judicial stamp paper of Rs.50/- accepting the terms & conditions of allotment immediately when called upon before allotment letter is issued to him. Failure to do so within prescribed period, would result in forfeiture of the security amount and taking up further action including re-tender of the contract at the cost and risk of the defaulting contractor.

**Jurisdiction**

28. All disputes shall be subject to the jurisdiction of the courts of Delhi only.

**Bye-laws**

29. In addition to the above terms & conditions, all provisions of the bye-laws, 1996 (as amended upto date) shall be applicable and binding on the advertiser for their strict compliance.

**Remission**

30. The advertiser shall not be eligible to claim any remission on account of authorized /unauthorized advertisements on any road or for any other pretext. No such claim shall be admitted on any account whatsoever.

**Forfeiture of Earnest Money**

31. Once the bid has been accepted and an offer of allotment made asking the bidder to deposit the ground rent/licence fee as well as the prescribed security amount within a specified period, failure/default on the part of the bidder to deposit the requisite amount within the stipulated period will result into forfeiture of the earnest money without any further notice to the concerned bidder / tenderer.

**Service tax**

32. Service tax shall be payable by the advertiser / contractor directly to the concerned authority at the rates, as may be prescribed, from time to time.

**DECLARATION**

33. I/We declare that I/We have read and understood the above terms and conditions for the allotment of display rights relating to advertisement through Unipole at the allotted sites in the areas of allotted Zone of MCD and in token of acceptance of the same, have initialed each page. I/We undertake to abide by the said terms and conditions. I/We are major on the date of making this declaration. I/We further undertake that I/we are bound to clear the outstanding dues, if any, during the contract period.

Signature of the Advertiser/his/her attorney and Seal

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Encl : List of sites.**



( thousands only) as Earnest Money /Caution Money is paid  
No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on  
\_\_\_\_\_ in favour of Commissioner, MCD.

10. Any other information which the tenderer/applicant may like to furnish:-

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**SIGNATURE OF TENDERER/APPLICANT**

(with seal)

ADDRESS \_\_\_\_\_  
\_\_\_\_\_.

**DECLARATION:-**

**I/We have gone through and understood the contents of this tender/application form carefully and the information furnished by me/us is true to the best of my/our knowledge and belief and nothing has been concealed therefrom. 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 work of maintenance & upkeep of Subway(s) in question against right to display advertisement, as per design provided with the Tender Form, in the area under reference, being made on "As is where is" basis.**

**SIGNATURE OF TENDERER/APPLICANT**

Dated:

**N.B.**

- (i) Tender/application form duly filled in and properly sealed together with Earnest Money /Caution Money should be dropped only in the box specified for the purpose and placed in the office of Commercial Officer (Advertisement), 25<sup>th</sup> Floor, Civic Centre, Minto Road, New Delhi - 110002, on **30.11.2011 upto 11.30 a.m.** and the tenders will be opened by the Tender Committee **on the same day at 12.00 Noon** in the presence of the tenderers, if any.
- (ii) All the documents, as submitted, should be signed by the applicant and the seal affixed (in case of company/ firm);
- (iii) The allotment will be made on **"as is where is"** basis;
- (iv) Tenderers / applicants are advised, in their own interest, to visit and see the Subways themselves, before submitting their tenders. No representation on any account whatsoever, shall be entertained at any subsequent stage, in this regard;
- (v) One sealed envelope shall contain tender for one subway only;
- (vi) Conditional tenders shall not be acceptable and shall be summarily rejected;
- (vii) The advertisers who have been blacklisted or against dues are outstanding, shall not be eligible to participate in the tenders;
- (viii) Earnest Money deposited of those successful tenderers who do not accept allotment of the contract, on offer by the department, shall be forfeited and they shall be debarred from participation in the further tenders, as may be floated by the department.

**NS FOR AWARD OF WORK OF UPKEEP /**  
**3-WAYS AGAINST ADVERTISEMENT RIGHTS**

with the Advertisement Department of the MCD are entitled to

2. The contractor shall be required to maintain sub-ways including the civil and electrical work, at his own cost, to the entire satisfaction of the Commissioner, MCD or any other officer duly authorized by him.
3. The contractor shall be entitled to use the vacant shops for commercial purpose, if any existing in the Subway, with prior clearance / licence from the concerned agency.
4. The contractor will further ensure that the sub-way remains properly lit for which he will have to install flood lights at the entry/ exit points including the passage under-ground and the stair-cases. The non-conventional energy system shall have to be installed by the contractor at his own cost in time. **In order to promote use of non-conventional source of energy, the contractor / advertiser MUST use solar panel / system for illumination of advertisements. Accordingly, no remission in licence fee / Tax shall be admissible, on this account.**
5. The contractor shall not cause any damage to the structure raised by the MCD while erecting advertisement boards. If any damage is caused, it shall be repaired forthwith by the contractor himself.
6. The repairs of the sub-ways shall be of a high quality and wherever required, tiles of the superior quality shall be fixed. Similarly, in the case of flooring also, he will also ensure that the pedestrian subways remain clean for 24 hours and that there is no water-logging/ other unhygienic condition. The contractor will further ensure that no stray dogs/ animals enter into the subway. Similarly, the contractor will ensure that no allotted subway is used by the people for sleeping on the floor and no anti-social activities like gambling, drinking and other abusive activities, commercial shops etc. take place.
7. The entry and exit points shall be properly maintained to ensure that they are not slippery and that no steps of the staircase are allowed to remain in damaged condition.
8. The contractor will ensure that complete facilities for proper upkeep, maintenance, lightening and sanitation are provided in the subway/ the guide-maps are constructed at the selected sites, complete in all respects, within a period of 02 months from the date of award of the contract, in his favour. He will be allowed to display advertisement, as per the enclosed approved design, only after completion of the aforesaid work to the satisfaction of any officer authorized by the Commissioner who will issue a Certificate of Completion of work along with the inventory of the items /fixtures & fittings provided by the contractor. However, he shall have to pay licence fee, as offered by him, from the date of contract.
9. Advertisement will be permitted on the railings on central verge of a stretch of 50 yards of the way leading to the sub-way on either sides;
10. Advertisement inside the sub-way will not only be permitted but encouraged, but it will be back-lit advertisement.
11. A back-lit wrap around will be permitted around the Head House, in case of covered sub-ways with a maximum height matching the height of the structure, with one front surface announcing the sub-way upto a maximum of 4.5 mtrs. from the ground.
12. In case of open sub-ways, wrap around will not exceed the height of the parapet with the announcement panel going upto the height of 4.5 mtrs. from the ground.
13. In residential areas, the external wrap around shall be lit only towards the traffic and entry and exit side.
14. The ratio of 70 : 20 : 10 for advertisement, social message and MCD logo will be maintained.
15. The work will be awarded, subject to modifications in the specifications and compliance of guidelines, as may be formulated from time to time.
16. The contractor will not be allowed display of any advertisement which is abusive, in nature, and which violates the code of conduct. He will also not allow display of any religious advertisement which may cause any resentment among the people, in any way. The advertisements displayed shall not violate any of the provisions of the DMC Act, Advertisement Bye-laws framed thereunder and the relevant directions / judgments/ orders issued by any court of law.



shall be provided by the contractor by posting at least, two who shall be polite and courteous to the people using the activities within or around the subway.

18. If any damage or loss or injury is caused to any vehicle, individual, group or otherwise, it shall be the responsibility of the contractor to bear payment of compensation, if need arises.
19. The contractor will deposit the licence fee in advance by the 10<sup>th</sup> of the same month. All payments should be made only by way of Bank Draft/Pay Order in favour of Commissioner, MCD against proper receipt. Failure to make full payment of monthly licence fee, shall make the licensee/contractor liable to pay late fee/ interest @ 2% per month on the unpaid amount, even if the delay is for part of a month. If the licensee fails to make payment by the 10<sup>th</sup> of the succeeding month with interest, the contract shall be deemed to have been automatically terminated, security/earnest money forfeited, and the licensee shall be liable to pay to the Corporation damage charges @ double the monthly licence fee for the period of unauthorized occupation. MCD has the right to get the site vacated by all means, as it deems fit.
20. The contract shall be valid for a period of **three years** and no further extension will be considered. After expiry of the contract period, the contractor shall hand over peaceful possession of the site to the Commissioner, MCD or any person authorized by him. At the time of handing over possession to the MCD, it will be ensured that the subway is in proper condition and that no damage will be caused by removing the fixtures and fittings except the advertisement boards, as the internal lighting and other fixtures installed by the contractor, shall become the property of the MCD, after termination of the contract.
21. The contractor will not display any other advertisement board or pamphlet or banners inside and outside the subway other than the permitted.
22. The contractor will allow the concerned zonal Works Department, Engineers or any officers authorized by the Commissioner, MCD to inspect the subway from time to time and to ask for the clearance of the electricity dues by the contractor and the contractor, in such an eventuality, shall have to produce copies of the receipt to the satisfaction of the inspecting officer. He will not allow any shops, hawkers or vendors to squat in and around the subway. Similarly, he will also not allow the hawkers/ vendors to enter into the subway for their commercial activities.
23. The contractor shall maintain proper books of accounts of the advertisements displayed from time to time submit details of the same at the time of making payment of Advertisement Tax and will produce the relevant books of accounts, as and when specifically required by the department.
24. The contractor shall be liable to deposit security amount equivalent to 03 months' licence fee. The security deposited by the contractor shall not be allowed to be adjusted in any circumstances. Further, the security deposit shall not fetch any interest and the same shall be returned without any interest, at the successful completion of the contract.
25. In case of violations of any of the above terms & conditions, the contract shall be deemed to be cancelled and the MCD shall be at liberty to resume possession of the subway without any notice to the contractor for breach of the terms & conditions of allotment and the contractor shall have no right to remove any of the fixtures/ fittings/ other items provided by him in and around the subway.
26. The contractor may surrender the contract by giving three months' notice in writing provided:-
  - (i) The contract has been in force for at least four months i.e. no surrender notice is permissible during the initial four months of the contract period;
  - (ii) The surrender notice shall not be valid unless upto date dues including those for the notice period, are paid up on the date of receipt of such surrender notice.
  - (iii) In case the contractor wants to withdraw the surrender notice and he may do so by giving a request in writing, provided the request has been received before the re-tender of the contract and upto date dues, including interest, if any, towards the same have been duly deposited.
27. That in case of surrender of the contract at any pre-mature stage or pre-determination / termination of the same for any reason whatsoever, the contractor shall have no right to remove any of the fittings / fixtures / other items provided by him in and around the Sub-way and the same shall become the property of the MCD.
28. Service Tax shall be payable by the advertiser / contractor directly to the concerned authority at the rates, as may be prescribed, from time to time.
29. All the matters arising out of the contract will be within the jurisdiction of the Delhi courts only.

dispute arising out of this contract, the same shall be referred to the arbitrator or any officer nominated by him, in this behalf. There shall be no objection to the arbitrator or such an officer so nominated by the Commissioner, even though the said officer is an employee of the MCD or might have dealt with the matter earlier or expressed his opinion thereon. In case the arbitrator to whom the matter is originally referred, is transferred or vacates his office or is unable to act for any reason whatsoever, the Commissioner, MCD shall be competent to appoint another person as arbitrator who shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. The decision of the Arbitrator appointed by the Commissioner, shall be final and binding on the parties. The limitation for filing the claim for arbitration is **90 days** from the expiry of the contract period and in case no claim is filed within this period, it shall be presumed that there is no claim.

- (b) Subject to above, the provisions of the Arbitration Act, 1940 or any statutory modifications or enactment thereof and the rules made thereunder and for the time being in force, shall apply to the arbitration proceedings under this clause.
  - (c) The party invoking the arbitration clause shall specify the disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each of such disputes/claims.
  - (d) The arbitrator may, from time to time, without the consent of the parties, enlarge the time for making and publishing the Award.
31. The contract will also be governed by the guidelines contained in the advertisement policy approved by the Hon<sup>ble</sup> Supreme Court of India and any other order, direction, or guideline, as may be issued by the Hon<sup>ble</sup> apex court or Commissioner, MCD, in due course of time.

Signatures of the Contractor

Signatures of the  
Authorized by Commissioner, MCD