

**TENDER DOCUMENT
FOR
EMPANELMENT OF
OUTDOOR ADVERTISING AGENCIES
FOR DOORDARSHAN**

Issued by Doordarshan, Corporate Office,
Doordarshan Bhawan, Copernicus Marg,
New Delhi -110 001
Phone No. 011-23382187
www.ddindia.gov.in

(Total number of pages are 31 including this cover page)

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SECTION - I
NOTICE INVITING TENDER
Doordarshan Bhawan, Copernicus Marg,
New Delhi -110 001

Office of Issue : Doordarshan Bhawan, Copernicus Marg,
New Delhi -110 001
Tender No. : 26/15/2010 PRU
Tender Document available from : 30 July 2010 from 11:30am - 4:30pm (Working
Days)
Due Date & Time of
Tender Opening Date, Time & Venue : 10 August 2010, 11.30 AM
Conference Room 5th Floor, Doordarshan Bhawan, New Delhi

On behalf of the DG:DD, Doordarshan, Tenders are invited for Empanelment of Outdoor Media Agencies for Outdoor Advertising functions of DD for a period of one year.

1. The Agency must have an average turn over of Rs. 50 Crore for last 3-Financial years.
 2. The Agency must have a net worth of Rs. 50 Crore or above.
 3. The Agency must have own offices in more than 12-cities in the country. Offices in Mumbai, Delhi, Kolkata, Chennai, Bangalore and Hyderabad is a must.
 4. The Agency must have the experience of handling the OOH campaign of a TV Entertainment Channel during the last financial year.
 5. The Agency must have the experience of executing minimum 03, campaigns in more than 50-cities during the last financial year.
3. The BID security will be Rs 5,00,000 (Five lakhs only) and to be submitted in the form of a Bank Guarantee. Intending bidders may obtain a copy of the Tender document containing the terms and conditions along with the relevant specifications from the office of Sr.**Director (PR Unit), Doordarshan, Doordarshan Bhawan, Copernicus Marg, New Delhi -110 001.** Intending bidders may download the document from Doordarshan official website **namely www.ddindia.gov.in** **The bidder is not supposed to change any clause in the Tender document downloaded from the website. The printed version of Tender Document available along with the amendments (if any) issued by DD will be applicable to all the bidders.**

PR Cell
Doordarshan

SECTION II

INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. DEFINITIONS

- (a) **“Client”** means Doordarshan (DD), Office, Doordarshan Bhawan, Copernicus Marg, New Delhi -110 001.
- (b) **“The Bidder”** means the Company which participates in the EOI and submits its bid.
- (c) **“DD”** means Doordarshan
- (d) **“The Agency”** means the company rendering Outdoor Advertising services under the contract.
- (e) **“The Services”** means all activities related to conduct & performance of contractual obligations under the contract.
- (f) **“The Letter of intent”** indicates the intention of DD to enter in to an agreement with the company rendering Outdoor services.
- (g) **“The Work Order/ Release Order”** means the order placed by DD on the Agency signed by DD including all attachments and appendices thereto and all documents incorporated by reference therein. The Work Order/ Release Order shall be deemed as “Contract” appearing in the document.
- (h) **“The Contract Price”** means the price payable to the Agency under the Work Order/ Release Order for the full proper and satisfactory performance of its contractual obligations.
- (i) **“Acceptance”** is a process of accepting satisfactory services by DD rendered by the “Agency”.

2. ELIGIBILITY CONDITIONS

2 The bidder shall not have been barred by any government agency. The bidder has to give an undertaking, duly signed by authorized signatory, to this effect. If the undertaking is found to be false at later date after the empanelment, the said empanelment is liable for termination with immediate effect without any notice.

Media Planning

- i. Media Buying and Release of OOH Advertisements including but not limited to hoardings, digital signage's, shop boards and shop panels, wall paintings in various cities across the country. Names of the cities are indicated in Annexure A.
- ii. Third party photographs certifying that the plans have been executed. A declaration to this effect must be submitted.

3. COST OF BIDDING

The bidder shall bear all the costs associated with the preparation and submission of the EOI. DD will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. BID DOCUMENTS

4. TENDER DOCUMENTS

4.1 The services required to be rendered, bidding procedures and the contract terms and conditions are prescribed in the Tender document. The documents include:

- | | | | |
|-----|--|---|--------------|
| (a) | Notice Inviting Tender | - | Section I |
| (b) | Instructions to the Bidders | - | Section II |
| (c) | General Conditions of Contract | - | Section III |
| (d) | Special Conditions of the Contract | - | Section IV |
| (e) | Scope of the Work | - | Section V |
| (f) | Bid Form | - | Section VI |
| (g) | Bid Security Form | - | Section VII |
| (h) | Performance Security Guarantee Bond | - | Section VIII |
| (i) | Letter of Authorization for Attending the Bid Opening | - | Section IX |
| (j) | Form I : Particulars of the Outdoor Advertising Agency | - | Section X |
| (k) | Form II: Qualifying Requirement | - | Section XI |
| (l) | Integrity Pact | - | Section XII |

4.2 The Bidder is expected to examine all the instructions, forms, terms and specifications as stipulated in the Tender Documents. Failure to furnish all the information required as per the Tender Documents or submission of the Tender not substantially responsive to the Tender Documents in every respect will be at the bidder's risk and shall result in rejection of the Tender.

5. AMENDMENT TO THE TENDER DOCUMENTS

5.1 At any time, prior to the date of submission of Tender, DD may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Tender documents through amendments.

5.2 The amendments shall be notified on the DD website and these amendments will be binding on them.

5.3 In order to accord the prospective bidders a reasonable time to take the amendment into account in preparing their Tenders, DD may, at its discretion, extend the deadline for the submission of Tenders suitably.

C. PREPARATION OF TENDERS

6. DOCUMENTS COMPRISING THE BID

The bid prepared by the bidder shall comprise the following components:

- a. Documentary evidences in accordance with clause 2 of Section-II, that the bidder is eligible to bid and is qualified to execute the contract if the bid is accepted.
- b. Bid Security furnished in accordance with clause 12 of Section-II
- c. A bid form completed in accordance with clause 8 of Section-II
- d. A clause by clause compliance as per clause 9(x) of Section-II

7. BID FORM

The bidder shall complete the bid form furnished in the Tender Documents, indicating the details of services and descriptions thereof as per **Section VI**.

8. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

The bidder shall furnish as part of the Tender documents establishing the bidders eligibility, the following documents or whichever is required as per terms and conditions of Tender documents.

- (i) Service Tax Registration.
- (ii) Copy of PAN registration certificate.
- (iii) Particulars for empanelment of Outdoor Media Agency – Performa enclosed at Section X as Form-I.
- (iv) Qualifying requirements for empanelment of Outdoor Media Agency Performa enclosed Section XI as Form-II.
- (v) The bidder shall furnish a clause-by-clause compliance to the requirements and commercial conditions demonstrating responsiveness to the terms and conditions of the Tender document. In case of deviations, a statement of deviations and exceptions to the provisions of the contract and commercial conditions shall be given by the bidder. A bid without clause-by-clause compliance of terms and conditions shall not be considered.
- (vi) An undertaking to the effect that bidder shall use only authorized products / material for the activities like posters, photographs, exhibitions, Web/ CD based production etc. or any other services as desired by DD and shall indemnify DD for any claim of third party or losses or damages including litigation, if any, that may arise due to violation of IPRs by use of such products/ materials for DD PR activities.
- (vii) A Corporate brochure of the Agency.
- (viii) Any other document as required as per Clause 2 & 6 of Section-II and any other clause of the bid document.
- (ix) The bidder agencies should provide documents in support of their experience in the best planning for hoardings, bus shelters, highways, railway and airport hoardings, digital signage's, retail and mall signage's, shop boards and panels, bus panels, rural wall paintings etc and execution of the same.
- (x) The bidder shall furnish the Annual Report and/or a certified be chartered accounted from the bankers as an evidence that, he has financial capabilities to perform the contract.

9. SCOPE OF WORK

- 9.1 DD proposes to create a panel of Outdoor/Out of Home (OOH) agencies for OOH Media Creative and display services for DD zones on Pan India basis for outdoor publicity through following OOH media modes: -
- (i) Hoardings/Wall Paintings/Banners (Flex/Vinyl)/Glow Signage/Neon Signage etc.
 - (ii) Kiosks
 - (iii) Bus panels
 - (iv) Bus Queue Shelters/Bus Stand Hoardings
 - (v) Metro Rail Panel/Display Board/Pillar Kiosks
 - (vi) Airport Advertising
 - (vii) Unipoles/Subways side wall panels
 - (viii) Malls Branding etc.
- 9.2 To have a full fledged media service for implementation of DD's OOH media strategy, this shall include planning, negotiation & buying, execution, monitoring, reporting and accounting teams.
- 9.3 To focus on new media opportunities and innovative options and recommend suitable ideas on a continuous basis to DD, delivering maximum efficiencies.
- 9.4 To plan media based on best analytical media planning tools which exist from time to time with the agency and which maps one to one with the DD media strategies. The Agency will give access to such tools on a case-to-case basis to give better understanding on the planning process to DD.
- 9.5 To negotiate rates, if required, for agreed locations/sites and resolve any other issues arising from time to time with the media for exhibiting OOH advertisements.
- 9.6 To submit the estimates as per plan and get it approved by DD which will form the plan for the month and get the estimates approved from DD.
- 9.7 Agency will execute the "plan" as per the approved estimates from DD as per schedule of Municipal/Local Authorities for the site to be shared by DD, from time to time.
- 9.8 Agency will monitor the display for quality and quantity, quality to be defined and agreed by the approved agency using available tools. Access should be given to DD to handle the monitoring system.
- 9.10 DD may appoint a monitoring agency and the report by such agency shall be final.

10. BID SECURITY

- 10.1 Pursuant to clause 7 of Section-II, the bidder shall furnish, as part of his bid, a bid security for an amount of Rs 5 Lakhs
- 10.2 The bid security is required to protect DD against the risk of bidder's conduct, which would warrant the security's forfeiture, pursuant to para 10.7 of Section-II.

- 10.3 The bid security shall be in the form of a Bank Guarantee, issued by a scheduled bank in favor of PBBICI: DD valid for the entire term of the contract.
- 10.4 A bid not secured in accordance with clause 10.1 & 10.3 of Section-II shall be rejected by DD as non-responsive at the bid opening stage and returned to the bidder unopened.
- 10.5 The bid security of the unsuccessful bidder will be discharged/returned as promptly as possible but not later than 40 days after the expiry of the period of the bid validity prescribed by DD pursuant to clause 11 of Section-II.
- 10.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the letter of intent in accordance with clause 19.3 of Section-II and furnishing the performance security and signing of the contract in accordance with clause 23 of Section II.
- 10.7 The bid security may be forfeited:
- (a) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form or
 - (b) In the case of successful bidder, if the bidder fails :
 - (i) To sign the contract in accordance with clause 22 of Section-II. or
 - (ii) To furnish performance security in accordance with clause 23 of Section-II.
 - (c) In both the above cases (10.7(a) & 10.7(b), the bidder will be banned and will not be eligible to participate in the Tender for same item for three years from the date of issue of the letter of intent. The bidder will not approach the court against the decision of DD in this regard.

11. PERIOD OF VALIDITY OF BIDS

- i) Bid shall remain valid for 45 days from the date of opening of bids prescribed by DD. A bid valid for a shorter period shall be rejected by DD as non-responsive.
- ii) In exceptional circumstances, DD may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided as per Clause 10 shall also be suitably extended. The bidder may refuse the request without forfeiting his bid security. A bidder accepting the request and granting extension will not be permitted to put any condition and/or modify his bid.

12. FORMAT AND SIGNING OF BIDS

- 12.1 The Bid shall be typed or printed and all the pages numbered consecutively and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the original bid, except for un-amended printed literatures, shall be signed by the person or persons signing the bid. The bids submitted shall be sealed properly.
- 12.2 The bid shall contain no erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid.

D. SUBMISSION OF BIDS

13. SEALING AND MARKING OF BIDS

Tenders shall be submitted in double sealed covers superscribed 'Tenders for Empanelment of Outdoor Advertising agencies". The bids should be submitted in two covers. Tender Covers for Financial bid and Technical bid should be clearly superscribed with "Tender for Financial bid" or "Tender for Technical bid" as the case may be. Both the covers should be sealed separately by the personal seal of the bidder. Both sealed covers should be kept in a third sealed covers superscribing "Tender for Emplacement of Outdoors Advertising Agencies for Doordarshan". Only bidders qualified in the Technical Bid will be considered for Financial Evaluation.

Technical Bid: The first cover shall contain documents establishing bidder's eligibility with EMD. This is to evaluate the competence of the bidder in carrying out works as per the specifications given.

Financial Bid: The second cover shall contain the Financial bid. The rate to be specified shall be inclusive of material, multi-colour printing, mounting, installation & removal charges, fortnightly/monthly rental and all taxes, levies, etc. The bid is to be submitted as per Annexure A and A- 1 failing which the bid submitted will not be considered for evaluation.

13.1 The name and address of the bidder should be mentioned on each envelope.

14. LAST DATE & PLACE OF SUBMISSION OF BIDS

14.1 Tender complete in all respects may be submitted to the Sr. Director PR Unit latest by 9th August 2010 by 4pm, Room No:321/322, Doordarshan, Doordarshan Bhawan, Copernicus Marg, New Delhi -110 001.2010 EOI received after due date & time shall not be entertained. Bid submitted through Post or through Courier Service must reach on or before the due date and time. Any transit delay will be at the risk of the bidder.

14.2 DD shall at its discretion, extend this deadline for submission of bids by amending the Tender documents, in accordance with clause 6 of Section-II, in which case all rights and obligations of DD and bidder previously subject to the deadline will thereafter be subjected to the deadline as extended.

15. LATE BIDS

Any bid received by DD after the deadline for submission of bids prescribed by DD pursuant to Clause 14 of Section-II, **shall be rejected and returned unopened to the bidder.**

16. MODIFICATION AND WITHDRAWAL OF BIDS

16.1 Subject to clause 18, no bid shall be modified/withdrawn subsequent to the deadline for submission of bids.

E. BID OPENING AND EVALUATION

17. OPENING OF BIDS BY DD

17.1 DD shall open the bids in the presence of the bidders or their authorized representatives who choose to attend on the due date. The bidder's representatives who are present shall sign in an attendance register. Letter of authorization to this effect shall be submitted by the bidders before they are allowed to participate in bid opening. (A Format is given at Section IX).

- 17.2 A maximum of two representatives for any bidder shall be permitted to attend the bid opening.
- 17.3 The bidder's names, modifications, bid withdrawals and such other details, as considered appropriate by DD, will be announced at the time of opening of bids.
- 17.4 If the date fixed for opening of bids is declared a holiday by DD, the revised date of opening will be the next working day.

18. CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids, DD may, at its discretion ask any bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.

19. EMPANELMENT

- 19.1 DD shall consider empanelment of Outdoor Media Agencies for services and evaluate as the most suitable from those eligible bidders whose offers have been found technically and financially acceptable and evaluated as the most suitable by DD.
- 19.2 Award of work shall be considered on the basis of requirement as assessed by DD at a later date. Mere empanelment does not confer automatic rights to any Agency to secure the work/job.
- 19.3 The selected agency/agencies' shall have to enter into an agreement with DD.

20. PROCEDURE FOR THE AWARD OF WORKS AND PAYMENT TERMS

- 20.1 Payouts will be based on the availability of display in quantity and quality, quality to be defined and agreed between with DD and Agency during the effective display period.
- 20.2 Agency shall submit the detailed invoices along with credit/debit notes in addition to following documents in support of such invoices:
 - a. Photographs (with dates) of sites on the day of Installation or 1st week of the month. In case of a campaign changeover, the agency would be required to submit an additional photograph at the time of installation.
 - b. Copy of the Release Order
 - c. To provide monitoring reports along with digital photos with a date stamp on a CD for cities, to be agreed mutually between DD and Agency, monthly.
- 20.3 The agency shall provide DD with activity progress report as per mutually agreed time frame with the issue resolution report during fresh campaigns.
- 20.4 The agency shall provide timely reports, any new idea for outdoor advertisements etc. and shall take appropriate approvals from DD from time to time before execution of any activity.
- 20.5 All vinyl's have to be installed at the site within the stipulated time in the Release Order. or as mutually agreed between DD and the Agency. In case the delay is due to DD, proper information is to be provided.

21. DD'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

DD reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and thereby without incurring any liability to the affected bidder or bidders on the grounds of DD's action.

22. ISSUE OF LETTER OF INTENT

- 22.1 The issue of a letter of intent shall constitute the intention of DD to enter into a contract with the bidder for empanelment.
- 22.2 The bidder shall within 7 days of issue of the letter of intent, give his acceptance along with performance security in conformity with Section-VIII provided with the Tender document.

23. SIGNING OF AGREEMENT

- 23.1 Signing of agreement shall constitute the contract for empanelment of the successful bidder.
- 23.2 Upon the furnishing of performance security by the successful bidder, pursuant to clause 4 Section III, DD shall discharge the bid security as per clause 10 of Section II.

SECTION III

GENERAL CONDITIONS OF CONTRACT

1. APPLICATION

The general conditions shall apply in the contracts made by DD for engaging the services to be rendered by the Empanelled Outdoor Media/Advertising Agency.

2. STANDARDS

The Empanelled Outdoor Advertising Agency shall abide by all relevant rules & regulations of the government as issued from time to time. The agency shall be responsible for adhering to norms of Advertising Standards Council of India (ASCI).

3. INTELLECTUAL PROPERTY RIGHTS

All rights for reproduction, editing and future use for the creative layouts accepted for release and/or released by DD shall be with DD unless otherwise stated explicitly & agreed by DD at the time of accepting the layout. The Agency shall use only authorized products/ materials or have all rights of such Products/materials used for all advertisement like Posters, Photographs, CD based production etc. or any other services. The Agency shall indemnify DD against any third party claims of infringement of patent, copyright, trademark, industrial design or intellectual property rights arising from use of any design/model/photograph etc., if any, under the scope of contract.

4. PERFORMANCE SECURITY

- 4.1 Selected agency to whom letter of intent is issued in terms of clause 22 of Section II shall have to furnish a performance bank guarantee for 10% of accepted bid value within 7 days after the receipt of the Letter of Intent.
- 4.2 Performance security shall be submitted in the form of a Bank Guarantee issued by any scheduled bank. The proforma for the Bank Guarantee is available at Section VIII of the Bid document.
- 4.3 Performance security will be discharged by DD after completion of Agency's obligation under the contract.
- 4.4 If the Agency fails or neglects any of the bid obligations under the contract, it shall be lawful for DD to forfeit either whole or any part of performance security furnished by the bidder as penalty for such failure.
- 4.5 The proceeds of performance security shall be payable to DD as compensation for any loss resulting from Agency's failure to complete its obligation under the contract.
- 4.6 The performance security bond will be discharged by DD after completion of Agency's obligations under the contract and shall be extended suitably in event of extension of period of contract or till all obligations under the contract have been satisfied.

5. INSPECTION AND TESTS

- 5.1 DD or its representative shall have right to inspect the services rendered by Outdoor Advertising Agency.
- 5.2 Should any inspection, points out the need for improvement or the alteration necessary to improve, it shall be incorporated by the agency free of cost to DD.
- 5.3 Nothing in clause 5 of Section-III shall in any way release the Agency from any warranty or other obligations under this contract.

- 5.4 If any service or any part thereof before it is taken over is found un-satisfactory or fails to fulfill the requirements of the contract, DD shall give the Agency notice setting forth details of such shortcomings or failure and the Agency shall make or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding seven days of the initial report. These replacements shall be made by the Agency free of all charges. Should it fail to do so within this time, DD reserves the discretion to reject and replace at the cost of the Agency the whole or any portion of service as the case may be, which is un-satisfactory or fails to fulfill the requirements of the contract. The cost of any such replacement made by DD shall be deducted from the amount payable to the Agency.

6. DELIVERY AND DOCUMENTS

- 6.1 Delivery of Agency services shall be made by the Agency in accordance with the terms specified by DD in its schedule of requirements and special conditions of contracts/ work orders, and the services shall remain at the risk of the Agency. The deliverables shall be made over to the DD or the agency as given in the RO.
- 6.2 The Rendering of services shall commence immediately after the placement of Work Order/ Release Order on selected Outdoor Advertising Agency.

7. PAYMENT TERMS

- 7.1 Payment shall be admissible as per the clause 20 of Section-II.
 - (a) No advance payment shall be made.
 - (b) Payments, if any, shall be made subject to deductions of Tax at Source (TDS) and

other duties/levies, if any.

7.2 Third Party work compensation

The agency shall be fully responsible for all claims made by any third party and shall also be responsible for all expenses incurred by DD in any litigation initiated by the third party.

7.3 Approval of the Estimates by the Client:

The Agency shall implement the work assigned to it by DD on receiving written approval of its estimate submitted to DD.

8. CHANGES IN WORK/RELEASE ORDER/CONTRACT

- 8.1 DD may, at any time, by a written order given to a Agency, make changes within the general scope of the contract related to terms & references, enlarging the scope, analysis or specifications.
- 8.2 If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any proposal by the Agency for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.

9. SUBCONTRACTS

The Agency shall notify DD in writing of all collaborations made, if any, with other firms registered in India by submitting terms and conditions and MOU made with the said firms in the original bid on or before due date of submitting the EOI document. Such notification in his original bid or later shall not relieve the Agency from any liability or obligation under the contract. The Bidders and their Partners/Collaborators shall be jointly or separately liable for due performance of obligations under the contract/work order.

10. DELAYS IN THE AGENCY'S PERFORMANCE

- 10.1 Delivery of service and performance of the services shall be made by the Agency in accordance with the time schedule specified by DD in its Work Order/ Release Order. It also covers Saturdays/Sundays and other holidays where DD may require services. In case the work is not completed in the stipulated delivery period, as indicated in the Work Order, DD reserves the right either to short close /cancel this purchase order and/or recover liquidated damage charges. The cancellation/short closing of the order shall be at the risk and responsibility of the Agency and DD reserves the right to get the work done at the risk and cost of the defaulting agency.
- 10.2 Delay by the Agency in the performance of its delivery obligations shall render the Agency liable to any or all of the following sanctions:
- a) Forfeiture of its performance security,
 - b) Imposition of liquidated damages,
 - c) Termination of the contract for default.
- 10.3 If at any time during the performance of the contract, the Agency should encounter condition impending timely rendering the services and performance of service, the Agency shall promptly notify to DD in writing the fact of the delay, its likely duration and its cause (s). As soon as practicable after receipt of the Agency's notice, DD shall evaluate the situation and may at its discretion extend the period for performance of the

contract.

- 10.4 If the services are not completed in the extended delivery period, the Release Order shall be short closed and the performance security shall be forfeited.
- 10.5 Quarterly review of performance of agency will be done and if the performance is not up to the mark or if there is any breach of Agreement then empanelment is liable to be terminated. The decision of DD in this regard shall be final and binding.

11 LIQUIDATED DAMAGES

- 11.1 The performance of service within prescribed time as stipulated in the contract/work order/release order, as the case may be, shall be deemed to be the essence of the contract and must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, execution is delayed and the reports made over after the expiry of the contracted delivery period, without prior concurrence of DD and be accepted by the consignee, such execution will not deprive DD of his right to recover liquidated damage under clause 11.2 below.
- 11.2 Should the agency fail to deliver the services as contained in the contract/work order/Release Order, as the case may be, within the period prescribed therein, DD without prejudice to other rights/remedies available to the DD a sum equivalent to 0.5% of the value of the delayed services and/or undelivered material/services for each week of delay or part thereof for a period upto 10(Ten) weeks and thereafter @ 0.7% of the value of the delayed services and /or undelivered material/services for each week of delay or part thereof for another 10 (Ten) weeks of delay. The total value of the liquidated damages shall be limited to a maximum of 12% (twelve percent) i.e. LD shall be levied upto 20 weeks only.
- 11.3 The LD as per the above clause shall be recovered for each failure of providing the agreed services under contract/work order/release order and same shall be set-off /adjusted against the running bills besides any other action/remedies of DD including termination of the contract.

12. FORCE MAJEURE

- 12.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or act of terror or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of DD as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.
- 12.2 Provided, also that if the contract is terminated under this clause, DD shall be at liberty to take over from the Agency at a price to be fixed by DD, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores required for the provision of services which may be in possession of the Agency at

the time of such termination or such portion thereof as DD may deem fit, except such materials, bought out components and stores as the Agency may with the concurrence of DD elect to retain.

13. TERMINATION FOR DEFAULT

- 13.1 DD may, without prejudice to any other remedy for breach of contract, by written one month notice of default, sent to the Agency, terminate the contract in whole or in part,
- a) If the Agency fails to deliver satisfactorily any or all of the goods & services within the time period (s) specified in the contract, or any extension thereof granted by DD pursuant to clause 10 of Section-III. **or**
 - b) If the Agency fails to perform any other obligation(s) under the Contract; **or**
 - c) If the Agency, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as DD may authorize in writing) after receipt of the default notice from DD
- 13.2 In the event DD terminates the contract in whole or in part pursuant to para 14 of Section III, DD may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the Agency shall be liable to DD for any excess cost for such similar goods. However, the Agency shall continue the performance of the contract to the extent not terminated.

14. TERMINATION FOR INSOLVENCY

DD may at any time terminate the Contract by giving written notice to the Agency, without compensation to the Agency, if the Agency becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to DD.

15. ARBITRATION

- 15.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the DG: DD.
- 15.2 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- 15.3 The venue of the arbitration proceeding shall be the office of the DG:DD, New Delhi or such other places as the arbitrator may decide.

16. SET OFF

Any sum of money due and payable to the Agency (including security deposit refundable to him) under this contract may be appropriated by DD or any other person or persons contracting through DD and set off the same against any claim of DD or such other person or persons for payment of a sum of money arising out of this contract or under any other contract made by the Agency with DD or such other person or persons contracting through DD

17. The Agency shall fully indemnify, defend and hold DD harmless from and against all claims, liabilities, losses or damages, recoveries, proceedings, damages actions, judgments, costs, charges and expenses which may be made or brought or commenced against DD or which DD may or may have to bear, pay or suffer, directly or indirectly in connection with any breach of

terms and conditions of this contract by the Agency or its agents, employees or any matters arising upon or by virtues of this contract.

SECTION IV

SPECIAL CONDITIONS OF THE CONTRACT

1. The special conditions of the contract shall supplement the `Instructions to the Bidders' as contained in Section II & "General Conditions of the Contract" as contained in Section III and wherever there is a conflict, the provisions herein shall prevail over those in Section II and Section III.
1. (a) The bank guarantee for bid security as prescribed in clauses 10.1 & 10.3, Section II of the bid documents shall be submitted along with the bids in a separate cover. The bank guarantee so submitted shall be as per format given in Section-VII on prescribed judicial paper with stamps of proper value and should contain full address of the issuing branch of the bank with its Telephone number and FAX number.

(b) In case where the documents of bid security are not submitted in the manner prescribed under clause 2(a) above, cover containing the commercial, technical and financial offers SHALL BE REJECTED AND RETURNED TO THE BIDDER UNOPENED.
2. DD reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with DD .
3. DD reserves the right to ban a bidder for a suitable period for future business dealing with DD in case he fails to i) honor his bid or ii) fails to comply with the terms & condition of Agreement / contract.
4. DD reserves the right to counter offer price(s) against the price(s) quoted by any bidder.
5. The Selected bidder shall ensure secrecy of Advertising related brief, other data which is shared, its findings & recommendations etc.
6. The selected bidder/ agency shall ensure proper typograph and lay out for each advertisement so that minimum space will be spent as far as possible.
7. That in case DD desires that the advertisement or other services to be published/ broadcasted/ telecasted in many other regional languages, free translation of advertisement text from English to Hindi and / or any of the regional languages shall be done by the Agency.
9. It shall be obligatory on the part of bidder to share the sources of secondary data, the database of primary data DD interviews/questionnaires etc. and any other item, which is not proprietary of the bidder.
10. DD will not be liable for any financial/ legal liability
 - i) From any establishment/organisation/Company or any other person through whom the advertisement or other material/ services are realized by DD through the Agency
 - ii) From any person, model, authority from whom the Agency procured and lodged the materials like photograph, CD, Posters etc. in advertisement or other services as desired by DD.

In such eventuality the Agency will be personally liable for same including litigation cost at any subsequent stage, any dispute arises or legal action is taken by printer/ newspapers/ models/ or any kind of third party against DD for non-payment of the bills, dues, damages, loss etc.

11. The bidder has to arrange demonstration of the services to be supplied at his own cost.

14. PERIOD OF EMPANELMENT

14. The empanelment of the selected Agency/Agencies shall be valid initially for a period of one year which can be extended for next year depending on satisfactory performance.

SECTION V
SCOPE OF WORK

As per Section-II, Clause 11

The following will be the scope of work for the Empanelled Outdoor Advertising Agencies:

-

- 1.1 DD proposes to create a panel of Outdoor/Out of Home (OOH) agencies for OOH Media Creative and display services for DD Circles/Field units on pan India basis for outdoor publicity through following OOH media modes: -
 - (i) Hoardings/Wall Paintings/Banners (Flex/Vinyl)/Glow Signage/Neon Signage etc.
 - (ii) Computerized Animation Display Systems/LCD Screens
 - (iii) Kiosks
 - (iv) Bus panels
 - (v) Bus Queue Shelters/Bus Stand Hoardings
 - (vi) Train/Coach panels/Railway Station/Hoarding/Station Outdoor Media
 - (vii) State/National Highways/Roads Hoardings
 - (viii) Metro Rail Panel/Display Board/Pillar Kiosks
 - (ix) Airport Advertising
 - (x) Unipoles/Subways side wall panels
 - (xi) Auto Rickshaw/Sineages/Gantry/Mobile Van panels
 - (xii) Digital Signage
 - (xiii) Point of sale display
 - (xiv) Glow sign boards/Shop Boards for DD franchisees/Dealers/Retailers etc.
 - (xv) Malls Branding etc.
- 1.2 To have a full fledged media service for implementation of DD's OOH media strategy, this shall include planning, negotiation & buying, execution, monitoring, reporting and accounting teams.
- 1.3 To focus on new media opportunities and innovative options and recommend suitable ideas on a continuous basis to DD, delivering maximum efficiencies.
- 1.4 To plan media based on best analytical media planning tools which exist from time to time with the agency and which map's one to one with the DD media strategies. The Agency will give access to such tools on a case-to-case basis to give better understanding on the planning process to DD.
- 1.5 To negotiate rates for agreed locations/site and resolve any other issues arising from time to time with the media for exhibiting OOH advertisements.
- 1.6 To submit the estimates as per plan and get it approved by DD which will form the plan for the month and get the estimates approved from DD.
- 1.7 Agency will execute the "plan" as per the approved estimates from DD as per schedule of Municipal/Local Authorities for the site to be shared by DD, from time to time.

- 1.8 Agency will monitor the display for quantity and quality, quality to be defined and agreed by the approved agency using available tools. Access should be given to DD to handle the monitoring system.

SECTION VI BID Form

Date:

To

Manager (PR)
Doordarshan ,
Doordarshan Bhawan,
Copernicus Marg
New Delhi – 110 001.

Dear Sir,

1. Having examined the conditions of contract and specifications including agenda, we undersigned, offer to provide as per Clause 11, Section II in conformity with the said services to be rendered, as per conditions of contract and specifications.
2. We undertake, if our Bid is accepted, to commence deliveries within schedule time frame and to complete delivery of all the services specified in the contract within as per schedule calculated from the date of issue of your purchase order/RO.
3. If our Bid is accepted, we will obtain the performance guarantee of a Scheduled Bank for an amount of 10% accepted bid price within seven days.
4. We agree to abide by this Bid for a period of 365 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
6. We understand that you are not bound to accept the lowest or any bid, you may receive.
7. We have submitted required bid security Rs. 5 Lakhs/ as per Clause 12.1,Section II of Tender document.

Dated this day of 2010

Name and Signature -----

In the capacity of -----

Duly authorized to sign the bid for and on behalf of

witness

Address

Signature

SECTION VII

BID SECURITY FORM

(As per clause 12 of Section II)

Whereas (hereinafter called “the Bidder”) has submitted its bid dated.....for the Empanelment of Outdoor Advertising Agency for DD Corporate office, New Delhi vide EOI dated.....KNOW ALL MEN by these presents that We of having our registered office at(hereinafter called “the Bank”) are bound unto DOORDARSHAN (hereinafter called “DD”) in the sum of Rs5 Lakhs for which payment will and truly to be made of the said DD, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid Form or
2. If the Bidder, having been notified of the acceptance of his bid by DD during the period of bid validity.

- (a) **Fails or refuses to execute the Contract, if required; or**
- (b) **Fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidder; or**
- (c) **Fails to honor the bid.**

We undertake to pay to DD up to the above amount upon receipt of its first written demand, without DD having to substantiate its demand, provided that in its demand, DD will note that the amount claimed by it is due to it owing to the occurrence of one or combination of above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified in clause 10 of Section II of the Tender Document upto and including Forth-five (45) days after the Period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank Authority.
Name

Signed in Capacity of

Name & Signature of witness

Full address of Branch

Address of witness

Tel No. of Branch

Fax No. of Branch

SECTION VIII

PERFORMANCE SECURITY GUARANTEE BOND

In consideration of Doordarshan having agreed to exempt _____ (hereinafter called "the said Agency (s)" from the demand under the terms and conditions of Tender Document and an agreement No _____ dated _____ made between _____ and _____ for _____ for the supply of _____ (hereinafter called "the said agreement"), of security deposit for the due fulfillment by the said Agency (s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee for _____ we, (name of the bank) _____ (hereinafter refer to as "the bank") at the request of _____ (Agencies) do hereby undertake to pay to DD an amount not exceeding _____ due to breach of any terms & condition of said agreement by the agency or by reason of the agency's failure to perform the agreement or loss or damage caused to or suffered or would be caused to or suffered by the DD by reason of any breach by the said Agency(s) of any of the terms or conditions contained in the said Agreement.

2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from DD stating that the amount claimed is due by reason of breach of any terms & conditions of the said agreement by the agency or by loss or damage caused to or would be caused to or suffered by DD by reason of breach by the said Agency(s)' of any of the terms or conditions contained in the said Agreement or by reason of the Agency(s)' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of DD in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding _____.

3. We undertake to pay to DD any money so demanded notwithstanding any dispute or disputes raised by the Agency(s) in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Agency(s) shall have no claim against us for making such payment.

4. We (name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of DD under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till DD certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said Agency(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of THREE YEARS from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

5. We (name of the bank) _____ further agree with DD that DD shall have the fullest liberty without our consent and without affecting in any manner our obligations there under to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Agency(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by DD against the said Agency(s) and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Agency(s) or for any forbearance, act or omission on the part of DD or any indulgence by DD to the said Agency(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Agency(s).

7. We (name of the bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of DD in writing.

Dated the _____ day of _____
for _____
(indicate the name of bank)

SECTION IX

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach Manager (PR) before time of bid opening)

Sr. Director (PR),
PR Unit
Doordarshan Bhawan
Copernicus Marg
New Delhi – 110 001.

Subject: Authorization for attending bid opening on _____ (date) in the EOI no ----- datedfor Empanelment of Outdoor Advertising Agencies.

Following persons are hereby authorized to attend the bid opening for the EOI mentioned above on behalf of _____ (Bidder) in order of preference given below.

| Order of Preference | Name | Specimen Signatures |
|--------------------------|------|---------------------|
| I | | |
| II | | |
| Alternate Representative | | |

**Signatures of the bidder
Or
of the Authorized Signatory**

Documents on behalf of the bidder.

(Maximum of two representatives for any bidder shall be authorized and permitted to attend the Bid Opening.)

SECTION X

FORM-I

PARTICULARS FOR EMPANELMENT OF OUTDOOR MEDIA AGENCIES

(to be submitted by Outdoor Advertising Agencies on their letter heads)

- (i) Name of the Outdoor Advertising Agency
- (ii) Address of Office in Delhi
 - Tel. Nos.
 - Mobile Nos.
 - Fax No.
 - E – mail
- (iii) Full address of the head office/other offices
 - Tel. Nos.
 - Mobile Nos.
 - Fax No.
 - E – mail
- (iv) Name of the contact person at DD (with designation)
 - Tel. Nos.
 - Mobile Nos.
 - Fax No.
 - E-mail
- (v) Year of Establishment
Legal status of agencies (Proprietor/Partnership/Private Ltd./Public Ltd.)
- (vi) Whether serving DOORDARSHAN recently or has served in the past, if so, please attach a copy of appointment of empanelment and other suitable proof such as copies of work orders at various times.
- (vii) Name of Managing Director, Directors, top management and the officials proposed for handling DD account (separate sheet may be enclosed with Bio-data and other details).
- (viii) List of clients presently serving (public sectors/private sectors).
- (ix) List of media sector companies serviced in past 3 years.
(Attach copies of Award Letters)
- (xi) Details of awards in Outdoor media / visuals from the reputed organization. (attach copies of certificates).
- (xii) BG for Bid Security :
- (xiii) **Dedicated teams of Professionals for DD:**
Name, designation, qualification, telephone numbers and experience of each professional should be indicated. In case any professional is not fully and exclusively assigned to the DD account, then the percentage of time in a year that he/she shall be devoting to DD account should be clearly mentioned along with existing office infrastructure.
- (xiv) The Outdoor agency should have office to support various departments like client servicing, creative (for all media including print, radio, TV, Internet, outdoor and sales promotion articles), account planning, research, production coordination, media planning and monitoring. Kindly give details.
- (xvi) The Agency should have all relevant departments including those for media planning, research, database, buying, releasing & Monitoring. Kindly give details.

- (xvii) Furnish experience with documentary proof regarding experience in Outdoor Advertising agency.
- (xviii) Furnish experience with documentary proof regarding experience in media field with details of Clients serviced, campaigns handled, awards, exhibitions organized, best advertisement (creative).
- (xix) Furnish experience with documentary proof regarding Experience of media planning, media buying, and release of advertisement through different media (for media house).
- (xx) Agencies will be required to submit their two best strategies and creative work and Media House with documentary proof for other clients with the Bid. In this they should present their whole plan of action starting from brief given to them to results achieved from that media campaign.
- (xxi) Existing office infrastructure including client-servicing staff

I/we hereby certify that all the particulars given above are correct and true to the best of my/our knowledge.

Signature _____

Full Name _____

Designation _____

Address _____

(Authorized Representative)

Note:

1. If needed, the agency can use separate sheets for explaining the above points.
2. DD reserves the rights to verify the facts given by the agency, with the authorities, if so required.

SECTION XI

FORM-II

QUALIFYING REQUIREMENTS FOR EMPANELMENT OF OUTDOOR MEDIA AGENCIES

(To be submitted by Outdoor Advertising Agencies on their letter heads)

The bidders must be a registered Indian company under "The Company Act 1956" Turnover of minimum Rs. 50.00 crore (Rupees Fifty Crore) per year in last three years as per audited P&L statement of Account. (Attach Xerox attested Copy)

| <u>Financial Year</u> | <u>Rs. in crore</u> |
|------------------------------|----------------------------|
| (I) 2006-2007 | _____ |
| (II) 2007-2008 | _____ |
| (III) 2008-2009 | _____ |

1. Details of Full-fledged office in Delhi and others cities.
2. Service tax Regn. No., filing challan (Attach photocopy).
3. Copy of certificate of incorporation/registration
4. Audited Balance Sheets, P&L Statement and Income Statement filed for the last three financial years.
5. PAN of the agency.
6. I/we certify that none of my/our (partners/ directors) relative(s) as defined in EOI document is/are employed in DD as per details given in EOI document. In case at any stage, it is found that the information given by me/us is false/incorrect, DD shall have the absolute right to take any action as deemed fit/ without any prior intimation to me/us.

Signature_____

Full Name_____

Designation_____

Address_____

(Authorized Representative)

SECTION XII INTEGRITY PACT

Between

DOORDARHAN hereinafter referred to as “The Principal”

and

.....hereinafter referred to as “The Bidder/Agency”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for -----
----- . The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Agency/s.

In order to achieve these goals, the Principal will appoint an Independent External Monitor 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 him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
- (b) The Principal will, during the tender process treat all Bidder(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 relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/Agencies

- (1) The Bidder(s)/Agencies commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - (a) The Bidder(s)/Agencies 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 immaterial 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)/Agencies will not enter with other Bidder(s) into 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 cartelisation in the bidding process.
 - (c) The Bidder(s)/Agencies will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder(s)/Agencies will not use improperly, for purposes 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)/Agencies will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Agencies 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)/Agencies, before contract award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Agencies from the tender process or take action as per the defined procedure.

Section 4 – Compensation for Damages

- (i) 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.
- (ii) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Agency the amount equivalent to Security Deposit / Performance Bank Guarantee in addition to any other penalties/ recoveries as per terms and conditions of the tender.

Section 5 – Previous transgression

(i) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the Anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(ii) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the defined procedure.

Section 6 – Equal treatment of all Bidders/Agencies/Subcontractor

- (i) The principal will enter into agreements with identical conditions as this one with all Bidders/Agencies.
- (ii) The Bidder(s)/Agencies undertake(s) to demand from all subcontractor a commitment in conformity with this Integrity Pact.
- (iii) 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)/Agencies/ Subcontractor (s)

If the Principal obtains knowledge of conduct of a Bidder, Agency or Subcontractor, or of an employee or a representative or an associate of a Bidder, Agency or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Corporate Vigilance Office.

Section 8 – External Independent Monitor/Monitors

1. Principal appoints competent and credible Independent External Monitor for this Pact. 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 functions neutrally and independently. He reports to the DG:DD.
3. The Bidder(s)/Agencies accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Agency. The Agency will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractor. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Agencies/ Subcontractor (s) with confidentiality.
4. 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 Agency. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he 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.

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal 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.
7. If the Monitor has reported to the CMD of the DD, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the DD has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Corporate Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. 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 Agency 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

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 CMD, DD.

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. The arbitration clause provided in the tender document / contract shall not be applicable for any issue /dispute arising under Integrity Pact.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Agency 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 remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal

s

Place.....

Date

For the Bidder/Agency

Witness 1 :

Witness 2 :

SCHEDULE OF OFFER**A. CLASSIFICATION OF CITIES: (from outdoor perspective)**

The following areas shall be covered as per the chart given below

| Class | Cities | | | |
|--------------|---------------|--------------|----------------|------------|
| A - 1 | Mumbai | Delhi/NCR | | |
| A | Kolkata | Chennai | Bangalore | Hyderabad |
| B - 1 | Pune | Ahmedabad | Jaipur | |
| B - 2 | Lucknow | Kanpur | Chandigarh | Ludhiana |
| | Jalandhar | Nagpur | Surat | Vadodara |
| | Indore | Vijaywada | Vishakhapatnam | Coimbatore |
| | Kochi | | | |
| Others | Guwahati | Bhubaneshwar | Bhopal | Goa |
| | Trivandrum | Patna | Ranchi | Srinagar |

| Class | Cities | | | |
|--------------|---------------|-----------|-----------|-----------|
| A - 1 | Mumbai | Delhi/NCR | | |
| A | Kolkata | Chennai | Bangalore | Hyderabad |

Work in the above cities

- | | |
|--|--------|
| 1. Hoardings | no. 08 |
| 2. Kiosks | no. 10 |
| 3. Bus panels | no. 50 |
| 4. Bus Shelter | no. 20 |
| 5. Air port | no. 01 |
| 6. Metro Rail Panels (Delhi, Kolkata) | no. 50 |
| 7. Malls | no. 04 |
| 8. Unipole | no. 40 |

| Class | Cities | | | |
|--------------|---------------|--------------|----------------|------------|
| B - 1 | Pune | Ahmedabad | Jaipur | |
| B - 2 | Lucknow | Kanpur | Chandigarh | Ludhiana |
| | Jalandhar | Nagpur | Surat | Vadodara |
| | Indore | Vijaywada | Vishakhapatnam | Coimbatore |
| | Kochi | | | |
| Others | Guwahati | Bhubaneshwar | Bhopal | Goa |
| | Trivandrum | Patna | Ranchi | Srinagar |

Work in the above cities

- | | |
|--|--------|
| 1. Hoardings | no. 04 |
| 2. Kiosks | no. 05 |
| 3. Bus panels | no. 20 |
| 4. Bus Shelter | no. 10 |
| 5. Air port | no. 01 |
| 6. Metro Rail Panels (Delhi, Kolkata) | no. |
| 7. Malls | no. 02 |
| 8. Unipole | no. 20 |

The Agency shall Quote there rates for the above mentioned works City /area wise **as per square feet** including all taxes and expenses. Evaluation will be done on rate per hoardings basis. With details of :

1. Location
2. Property type
3. Size
4. Tariff
5. Availability

As per chart at annexure A I

Performa media details sheet

| Property type | Location | Size | Tariff | Availability |
|----------------------|-----------------|-------------|---------------|---------------------|
| | | | | |
| | | | | |
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