

Municipal Corporation Bathinda

For floating tenders of the advertisement sites following terms and conditions are proposed.

A. 21 uni poles Size 12'x8'

- Model town Ph.1 Near PNB 1
- Model town Near TV Tower 1
- Redio Colony Model Town 1
- Amrik Singh road Near Udang Cinema 1
- Sharma Mishthan Bhindar 1
- Kamla Nehru Colony 1
- Gode Wala Chowk 100'road 1
- Bibi Wala Road Near DAV College 4
- Jindal Hospital Power House road 1
- Bibi wala Chowk 1
- Liberty Chowk 2
- Bhati Road 1
- 100'road Near Easy day 1
- Akash Institute 100'road 1
- Cloth Market 1
- Cloth Market above public Toilet 1 (structure)
- Dhobi Bazar 1

B. 4 Uni poles Size 18'x8

- Mall Road 1
- Bibi Wala Road 1
- Power House Road 1
- Model Town 1

C. Built up garbage collection centre as detailed below:-

- GT Road Main Chawla Chicken = 1
- Near shahid Jarnail singh Chowk = 1

D. Back lit tower opp. Fire Brigade 1

1. The contract period Shall be for 3 years.
2. All the advertisement sites will be handed over to the contractor on commencement of contract as are existing at site and the contractor shall have to repair/establish the sites at its own cost and no payment of such repairs/establishment shall be made by the Municipal Corporation to the contractor for repair etc. 15 days grace period from the date of work order shall be given to establish the site and no charges shall be taken for this period.
3. The contractor shall maintain the sites in good condition during the contract period and shall hand over the sites in good condition to Municipal Corporation on the completion/termination of contract.
4. License fee shall be payable in advance in quarterly installments within 5 days from due date of installment. In case installment is not paid within one month, interest at the rate of 18% shall be charged from due date. In case of delay of more than one month from the due date, the contract shall be terminated without giving any further opportunity and security deposit of the contractor shall be forfeited.
5. There shall be an increase in license fee at the rate of 10% every year in cummulation.
6. The contractor shall be bound to Obey any directions whatever issued by state Government, any court or MC. Bathinda regarding the structures and no compensation shall be given
7. All electric connections required for sites shall be taken by the contractor on its own name at its own expenditure. Municipal Corporation shall give NOC to the Contractor for

taking connection from PSPCL. Contractor shall be responsible to pay all bills/dues of PSPCL and shall take an NOC from PSPCL regarding no dues after the completion/ termination of the contract. Security of the contract shall be released only after submission of NOC from PSPCL subject to fulfillment of other terms and conditions.

8. The contractor shall be bound to obey the Punjab Outdoor Advertisement Policy 2012 and Municipal Corporation Bathinda Advertisement Bylaws.
9. The contractor shall be bound to obey any orders/instructions issued by State/Central Government concerned with advertisement or contracts from time to time and bear any financial obligation in this regard.
10. The contractor shall be bound to obey any orders/instructions pronounced by any court of law regarding advertisement or contracts from time to time and bear any financial obligation in this regard.
11. The Contractor shall be responsible to bear any loss to life or property. He shall get the labour involved in this work as per rules and regulations.
12. The contractor shall be bound to obey instructions issued by Municipal Corporation from time to time.
13. No advertisement encouraging use of Alcoholic or Tobacco products, depicting obscenity, or causing communal disharmony shall be displayed on the structures. Other prohibited advertisements are as followings:-
 - a. Nudity
 - b. Racial advertisement or advertisement propagating caste, community or ethnic differences,
 - c. Advertisement promoting drugs, alcohol, cigarette or tobacco items.
 - d. Advertisement propagating exploitation of women or child.
 - e. Advertisement having sexual overtones.
 - f. Advertisement depicting cruelty to animals.
 - g. Advertisement depicting any nation or institution in poor light
 - h. Advertisement casting aspersion on any brand or person.
 - i. Advertisement banned by the Advertisement council of India or by law,
 - J. Advertisement glorifying violence.
 - k. Destructive devices and explosives depicting items.
 - l. Any psychedelic, laser or moving displays,
 - m. Advertisement of Weapons and related items (such as firearms, firearm part and magazines, ammunition etc)
 - n. Advertisement, which may be defamatory, trade libellous, unlawfully threatening or unlawfully harassing.
 - o. Advertisement which may be obscene or contain pornography or contain an indecent representation of women within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986.
 - p. Advertisement linked directly or indirectly to or include description or items, goods or services that are prohibited under any applicable law for the time being in force , including but not limited to the Drugs and Cosmetics Act, 1940, the Drugs and Magic Remedies(Objectionable Advertisement) Act, 1954, the Indian Penal Code 1860,
 - q. Any other items considered inappropriate by the municipal corporation.
14. The Contractor shall handover all the sites in good condition to Municipal Corporation at the end/termination of contract. If any site is not in good condition Municipal Corporation shall inform the contractor to get it repaired/replaced as required within 7 days of the information. After which Municipal Corporation shall have the right to get the required repairs /replacement without giving any further notice and the expenditure incurred on it shall be deducted from the security of the contractor. The contractor shall keep all the advertisement sites well maintained during contract period and the same as above will also apply during contract period.
15. Any dispute shall be settled amicably and if any dispute not settled, Secretary Local Government Department will be the sole arbitrator. All matters shall fall in jurisdiction of Bathinda Courts.

16. The contractor quoting maximum rate shall be awarded the contract. No conditional tender will be accepted and will be out rightly rejected.
17. The contractors shall deposit earnest money in Municipal Corporation Bathinda EMD of E-tendering account no. 0187145000450 HDFC Bank at the time of e-tendering. He shall have option to deposit earnest money in the shape of Demand Draft/DAC by depositing it in the office of Municipal Corporation before the expiry of last time of e- tendering. Tender without earnest money deposited shall be rejected.
18. The earnest money of the successful contractor shall be converted into security deposit and shall be refunded after successful completion of contract period. No interest shall be payable on this security.
19. The successful contractor will have to execute an agreement with MCB on a no-judicial stamp paper.
20. The contractor cannot sublet contract to any other person or firm.
21. The contractor will be fully responsible for any mishap during the contract period and shall be responsible to bear any loss to life and property at his own cost. The contractor shall be bound to abide by labour laws as existing from time to time.
22. Commissioner MCB has the right to reject or accept any or all tenders without assigning any reason.
23. Commissioner, MCB will have the power to initiate any legal remedies against the contractor in case of any default.
24. In case of any dispute, commissioner of MCB will be sole arbitrator.

**Joint Commissioner
Municipal Corporation
Bathinda**

**Commissioner
Municipal Corporation
Bathinda**