MUNICIPAL COUNCIL BHADURGARH

Terms & Conditions of Agreement

1- The contract will be valid from **..... to ..... (One Year)**. The contract will be extendable to 3 year. The decision to this effect shall be taken by the Secretary Municipal Council Bahadurgarh on completion of the annual contract period. The contract amount will be enhanced **@10%** every year, in case extension is given beyond the annual contract period.
2- Displaying advertisement on the area except specified for the same is totally restricted.
3- Site may be inspected by Secretary/E.O. or any Emplyee authorized by Municipal Council Bahadurgarh.
4- The agency shall be responsible for maintenance & repair of Unipoles/Hoardings.
5- The agency will bear the cost of electricity bills and connections.
6- All the terms and conditions imposed by the Municipal Council Bahadurgarh will be mandatory to the agency, if dissatisfactory performance found then contract may be terminated by issuing show cause notice.
7- The agreement shall be for a period of one year extandable upto three years.
8- Tender is not transferble. No subletting shall be allowed.
9- Agency shall have to avoid by all acts rules and instructions passed by the Govt. and the Municipal council Bahadurgarh and as amended from time to time, includingthe Haryana municipalities Outdoor Advertising Policy-2010.
10- The tenderer shall have to furnish an affidavit on Non-Judicial stamp Paper of Rs.10/- duly attested by Notary public indicating that He/She/they have not been debarrd/Blacklisted by any other civic body, Government of India or State Govt.
11- The **GST** or any other tax as payable will be paid by the contractor/agency.
12- The firm will quote offer for one year. After every year in case extension is given, 10% increase in previous bid would be added automatically as per policy of Haryana Govt. (Max 3 Year)
13- The bid amount shall be paid in four equal installmensts (quarterly) payable in advance every quarter.
14- If the agency does not deposit the installment with 7 days of due date then 12% interest will be charged, if the party does not pay the amount within 15 days of due date with interest the contract will be cancelled and security/Earnest Money deposited by the contractor will be forfeited.
15- The earnest money deposited by the contractor shall be kept as security which shall be refundable on satisfactory completion of the contract.
16- The total No. of unipoles/Hoardings is 48 (Fourty Eight). The contractor can install only 38 unipoles/Hoardings. List is as under:-

List of Locations of Unipoles/Hoardings etc.:-

Sr. No	Locations for installation of Hoardings	**No. of Hoardings / Unipole**	Type Unipole/ Hoarding Single/Doyuble/ Sided	Approved Maximum Size (Feet)	Remarks
1	Water Works Road	4	Hoarding	20' x 10'	Water Works Boundary Wall Parllel to Road,Jhajjar Road
2	Gou Gora Park	2	Hoarding	20' x 10'	At Gou Gora Park
3	Near Mela ground Badli Road	2	One Sided Unipole	20' x 10'	In Parking area of Stadium, Parallel to Road
4	Near WAQF Board	1	Hoarding	20' x 10'	Main Jhajjar
5	Sector-2 Road	2	Hoarding	20' x 10'	50mtr Inside From Intersection Sector 2 Road
6	Near Sabji Mandi	2	Hoarding	20' x 10'	
7	Jhajjar Road near Canal	1	Hoarding	20' x 10'	Water Works Boundary Wall, Parllel to Road, Jhajjar Road
8	Near I.T.I. Kacha Beri Road.	1	Hoarding	20' x 10'	I.T.I. Boundary Wall, Parllel to Road
9	Near Ram Gas Agency Road.	1	Unipole	20' x 10'	Main Jhajjar Road
10	Near Sector-2 Chowk	3	Unipole	20' x 10'	In Park
11	Sector-6 Road near Sankhol	1	Hoarding	20' x 10'	In the Parking, Sector 6 Road Park
12	Saink Nagar Main Road	3	Hoarding	20' x 10'	
13	Near Civil Hospital	2	Hoarding	20' x 10'	Inside 50 mtr.NH-10, Parllel to Road
14	Near Barahi Phatak	1	Hoarding	20' x 10'	Near Barahi Phatak
15	**Pram Nagar Chowk in W. No. 27**	2	Hoarding	20' x 10'	50 mtr. Inside From W.No. 27, Chowk
16	Railway Road Near West Juan Drain	1	Unipole (Double Sided)	20' x 10'	Near Toilet Block
17	In Anaj Mandi in W.No. 19	3	Hoarding	20' x 10'	In Anaj Mandi, Near (P.U.)
18	Sector-9 Bypass in W.No. 12	1	Unipole (Double Sided)	20' x 10'	150 mtr inside from Intersection towards bypass at the end of ROW
19	Balor Road in Bhagat Singh Park.	2	Hoarding	20' x 10'	Balor Road In Bhagat Singh Park
20	Nahra Nahri Road near	2	Hoarding	20' x 10'	100 mtr. Starting of ROB In Front of Mittal Hospital, H.N.G.

	starting				Factory Boundary Wall,
21	Barhi Road Chowk to Buster Wala Road.	1	Hoarding	20’ x 10’	Parallel to Road
22	Near Of Bharat Gas Agency	1	Hoarding	20’ x 10’	Near Agriculture Land Wall, Parallel to Road
23	Sector 6, Middle Culvert Road Touching NH	2	Single Side	10' x 20'	50m Inside the Junction near Parking areas of Park Facing Road
24	Sector 6 Main Market Parking Area	2	Single Side	10' x 20'	
25	Sector 9 First Road/Nazafgarh Road Intersection	1	Single Side	10' x 20'	50m Inside the Main Junction
26	Near SDM Residence along Sector 2/6 Road	1	Single Side	10' x 20'	
27	Near Mela Ground/New Stadium Parking	2	Double Side	10' x 20'	Inside the Parking Areas on Both Sides of Stadium Road
28	Mini Secretariat	1	Double Side	10' x 20'	
29	Main Sainipura Road and Near Choughan Mata Mandir	1	Single Side	10'x 15'	2.5m Ground Clearance from Bottom Edge of Advertiseme nt Board, Parallel to Wall

17- The contracter will inform the Municipal Council Bahadurgarh before installation of unipoles/Hoardings. Contractor will also take written permission from Municipal Council Bahadurgarh about the exact locations of unipoles/Hoardings at site before installation.

18- Advertisement rights given shall be terminable at three months notice. In event of default of terms it shall be terminable forthwith.

19- The Deputy Commissioner Jhajjar will be the sole arbitrator for any dispute between the parties.

20- The service tax or any other tax as payable will be paid by the agency.

21- Hoardings/advertisements/Unipoles for pubicity of achievements, social welfare schemes/messages and various other development policies put up by Government departments /boards/Councils shall be excluded from the Purview of the contract. In addition to this, the licensee shall reserve 15% of the total advertising space for the said Government advertisements/ publicity. No fees/revenue shall be payable to the licensee for these Government advertisements.

22- For putting of advertisement on private land or buildings, the agency shall obtain written permission from the land owner or the person legally authorized to accord such permission.

23- For putting of advertisement on lands/ property belonging to other departments (Revenue/PWD (B&R)/HSIIDC/HUDA/ Irrigation/Transport etc.) the concurrence of the concerned department shall be required. The advertisement Contract excludes all BOT Schemes, Contracts awarded by various departments like Transport for Bus shelters etc, areas maintained by HUDA/ HSIIDC and advertisement rights given to organizations in lieu of maintence of civic amenities.

24- If any advertisement is erected executed, fixed or retained on any land or building unauthorized and in contravention of provision of the Act and the byelaws framed there under, such advertisenents or hoardings shall be removed by the Municipal Council Bahadurgarh without any notice whatsoever and expenses regarding removal of such unauthorized advertisement or hoardings shall be recovered from the Contractor.

25- **Control of the physical characteristics of adertising devices shall be as follows:**

Advertising devices shall not use shapes that could potentially result in an advertising device being mistaken for an official traffic sing.

The code of practice for road signs IRC: 62-2001 by Indian roads congress prescribes the basic design parameters of official traffic signs and includes standard legend/background color combinations.

Advertising shall not contain flashing red, bleu or amber point light sources which, when viewed from the road, could give the appeance of an emergency service or other special purpose vehicle warning lights.

All lighting associated with the advertising device shall be directed solely on the advertising device and its immediate surrounds.

External illumination sources shall be shielded to ensure that external 'spot' light sources are not directed at appoaching motorists.

Illumination of advertising device is to be concealed or be integral part of it.

Upward pointing light of the deice shall not be allowed, any external lighting is to be downward pointing and focused directly on the sign to prevent or minimize the escape of light beyont sign.

Any light source shall be shielded so that glare does not extend beyond the advertising device.

The average maintained luminance shall be reduced of 0.5 candela or all togehtet shut after 2300 hours (11 pm) and sunrise by automatic timing devbices.

Non static illuminated advertising devices (flashing lights) are not permitted within the boundaries of Municipal road

Moving, rotaiting or Wariable message Advertising Devices are not permitted within the boundaries of roads controlled by municipalities as these cause a statistically significant distractive influence on motorist,s response times to extermal stimuli.

This permission criterion is not intended to apply to variable message displays used by road authorities for traffic management or for displaying other corpotate information. Variable message displays located at bus stope or similar places where are directed at, and intended for, pedestrians (not motorists) are excluded.

26- OUTDOOR HOARDING AND THEIR CONTENT CRITERIA

Municipal Council Bahadurgarh may take action to modify or remove any advertising device that contravene the advertising industry's code of ethics, (refer list of negarive adertisements) or that otherwise causes a traffic hazard.

list of negative advertisements:-

(a) Nudity.
(b) Racial advertisements or advertisements propagating caste, community or ethnic differences.
(c) Advertisement promoting durgs, alcohol, cigarette or tobacco items.
(d) Advertisements propagating exploitation of women or child.
(e) Advertisements having sexual overtone.
(f) Advertisemests depicting cruelty to animals.
(g) Advertisemests depicting any nation or institution in poor light.
(h) Advertisemests casting aspersion of any brand or person.
(i) Advertisemests banned by the advertisement council of India or by law.
(j) Advertisemests glorifying violence.
(k) Destructive devices and explosives depicting items.
(l) Lottery tickets, Sweepstakes entries and slot machines related advertisements any psychedelic, laser or moving displays.
(m) Advertisement of weapons and related item (such as firearms, firearm parts and magazines, ammunition etc.)
(n) Advertisements which may be defamatory, trade libelous, unlawfully threatening or unlawfully harassing.
(o) Advertisements which may be obscene or contain pornography or contain an indecent representaion of women (Prohibition) Act 1986.
(p) Advertisements linked directly or indirectly to or include description of 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 Advertisements) Act, 1954 the Indian penal code, 1860 or any other items considered inappropriate by the municipal council.

Text elements on an advertising device face should be easily discernible to traveling motorists. This will minimize driver distraction additionally. Asign shall be quickly and easily interpreted so as to convey the required advertising nessage to the viewer and reduce the perioc of distraction.

The content or graphic layout exhibited on advertising device panel shall avoid hard to read and overlay intricate type faces and have letters styles that are appriopriate. Under no circumstances should device contain information in texet sizes, which should necessitate the driver or passenger in a moving vehicle to stop, read and/or note down, which is detrimental to the smooth flow of traffic and distracting for the driver.

All signs shall be so designed as to maintain a proportion where, as a general rule, lettrs should not appear to occupy more then 20% of the sign area, unless otherwise permitted by the Municipal council.

27- Outdoor advertising and structure criteria:-

Advertising device structres including the foundations, for categories1 and 2 devices, shall be designed and checked for extreme wind conditions, earthqukkes, Soil bearing capacity etc and shall comply with relevant Indian structural design stamdards, Codes of practice the policy guidelines. The designs shall be certified by an exeperienced and practicing structural engineer and shall be well maintained at all times. it shall be prainted in colirs that are consistent with, and enhance the surrounding area and will be compliant with the criteria for colors laid out earlier in this policy. Official road furniture sure such as official signs and delineator guide posts shall not be used as the supporting structure of an advertising device.

The name of the advertising device license holder should be placed in a conspicuous position on the device.

28- Outdoor advertising devices and electrical connection:-

The electrical connectionse and components in all advertising devices shall be with accordande with relevent Indian standards and designed to ensure there is no safety or traffic risk. A copy of the electrical contractor's test certificate shall be provided to the Municipal Council.

No generator running on diesel/petrol/kerosene or any bio fuel, causing noise, air or water pollution would be allowed for providing power for illumination of any outdoor advertising device.

29- Legal Action:-

The unauthorized advertisement will be removed immediately, at the cost of the advertiser & agreement will be terminated. Security money will be forfeited on violation of contract.

30- Arbitration:-

Any controversy or dispute arising out of the permission granted to the advertiser, for display of advertisement in the Municipal area shall be referred to sole arbitration of the Municipal Council Bahadurgarh or any other officer nominated by him in this behalf either by himself or on party's request. There shall be no bar to the reference of dispute to the arbitator or such officer as nominated by The Deputy commissioner Jhajjar. Even if the said officer night have dealt with the matter is originally referred is transferred or vacates his office of is unable to act for nay reason, the Deputy Commissioner shall be competent to appoint another person to act as an arbitrator, who shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

No person other then the one nominated by the Deputy Commissioner Jhajjar shall act as arbitrator. The decision of the Deputy Commissioner or the arbitrator nominated by him shall be final and binding on the party. The limitaion for filling claims for arbitration is 90 days from the expiry of the contract period and in case on claim is filed within this period: it shall be presumed that there is no claim/ dispute.

31- Public Redressal:-

Any controversy or dispute arising out of fixing /display of any advertisig device between the licensee and a public person shall be referred to the sole arbitration of the Municipal Council Bahadurgarh and whose decision shall be final.

32- Indemnity:-

A licensee/sign owner /applicant (licensee) shall be required to indemnify the Municipal Council for the designated advertising device and activities located within the boundaries of municipal Council. The licensee shall indemnify the Municipal and expenses which may be brought against, or made upon the municipal Council which arise as a result of the installation of an advertising device. the licensee shall keep the Municipal Council indemmified against all actich proceedings, claims, demands, cost losses damages and expenses which may be brought against, or made upon the Municipal Council which night arise from the existence of such Advertising Device. The advertiser shall always be responsible for any injury or damage caused to or suffered by any person or property arising out of or relating to the display of devic/ advertisement and the consequential claim shall be borne by the advertiser who will also indemnity and safeguard the Municipal council in respect of any such claim or claims.

33- Insurance:-

The Licensee shall provide evidence of public liability insurance for the pubilc liability policy of insurance will be of following amount:-

(a) Death- Rs. 2.00 Lacs
(b) Injury- Rs. 50,000/- or actual cost of treatment whichever is less.
(c) Damage to property- Rs. 2.00 lacs or actual cost of repair whichever is less.

During the terms and at its sole cost and expense the licensee shall obtain and keep (in full force and effect in the joint nemes ot the licensee and the Municipal Council) a public libility insurance insurance policy for their respective nights, interests and liabilities to third parties in respect of accidental death of, or accidental bodily injury to, persons: or accident damage to property.

The public liability policy of insurance shall include a clause in which the insurer agrees to waive all rights of subrogation or action that it may have or acquire against all or any of the persons comprising the insured. The licensee shall produce evidence to the satifaction of the Municipal Council of the insurance affected and maintained by the licensee for the insurance affected and maintained by the licensee for the purposes of the second paragraph above within 7 days receiving a written request to do so from the Municipal council.

34. Agency shall have to abide by all acts, rules and instructions passed by the Govt. and the Municipal Council Bahadurgarh and as amended from time to time including the Haryana Municipalities Outdoor Advertising Policy-2010.

35. Agency will Provide Bank Guarntee After Sanctioned/Work order in Municipal Council with in seven Days.

36. The Contractor/Agency will responsible to remove all unauthorized/ illegal Advertisement in M.C. Bahadurgarh Limits.

--SD--

President
Municipal Council Bahadurgah.

--SD--

Executive Officer
Municipal Council Bahadurgarh.

Signature Not Verified
Digitally signed by OM DUTT
Date: 2019.11.28 13:06:16 IST
Location: Haryana HRSAM