

**SOUTH DELHI MUNICIPAL CORPORATION**

**(OFFICE OF THE DEPUTY COMMISSIONER (ADVERTISEMENT DEPARTMENT)**

**Dr. Shyama Prasad Mukherjee Civic Centre (25TH Floor),**

**Jawaharlal Nehru Marg, New Delhi-110002, Ph. No. 011-2322-7510**

**GUIDELINES FOR REGISTRATION/RENEWAL OF ADVERTISER(S) IN ADVERTISEMENT DEPARTMENT OF SOUTH DELHI MUNICIPAL CORPORATION (REVISED)**

**1. Title**

These instructions be called “The guidelines for Registration/Renewal of Advertiser(s) in Advertisement Department of South Delhi Municipal Corporation” (SDMC) and shall come into force with immediate effect.

**2. Competent Authority**

For the purpose of registration of Advertisers, Commissioner, South Delhi Municipal Corporation or any other officer duly authorized by him shall be the competent Authority.

**3. Applicability**

**A.** Any individual, Sole Proprietorship Firm, Partnership Firm, Registered Society/Registered Co-operative Society, Public Limited Company or a Private Limited Company, with registered office/branch office situated in Delhi/NCR, is entitled to get registered as an Advertiser in Advertisement Department of SDMC under these instructions, provided the eligibility criteria and other conditions are satisfied. The registered Advertiser shall have to abide by all the conditions made herein and as amended from time to time, during the currency of their registration.

**B.** Competent authority may, without assigning any reason, debar from registration renewal or blacklist any person as detailed from (1) to (6) below:-

1. Proprietor of a firm who happens to be a dismissed employee of SDMC/EDMC/NDMC/ erstwhile MCD,
2. Advertiser who has been blacklisted/removed from the approved list of Advertisers by SDMC/EDMC/NDMC/erstwhile MCD,
3. Who is having business banned/suspended by SDMC/EDMC/NDMC/erstwhile MCD in the past, or by any other government agency/department or DAVP
4. Who is convicted by a Court of Law,
5. Who has been declared insolvent,
6. Who is a defaulter in making payments/is having outstanding dues of SDMC/EDMC/ NDMC/erstwhile MCD.

**C.** No officer/employee of the SDMC/EDMC/NDMC/erstwhile MCD shall be allowed to do business with the South Delhi Municipal Corporation either as an Advertiser or his employee or having any interest with the empanelled Advertiser, before expiry of two years, of his retirement.

**D.** The Advertiser, or any of the directors of an advertising firm (already registered with SDMC as some other entity) or its employees shall not be permitted to have more than one registration.

**E.** A partner of a firm or a director of a company registered as an Advertiser cannot be a partner/director in any other firm/company registered with the South Delhi Municipal Corporation for this purpose.

**4. Scope**

The registration of an Advertiser in Advertisement Department of South Delhi Municipal Corporation shall entitle him to participate in tender process of Advertisement sites of SDMC only, in accordance with the category under which he/the firm is registered, after conforming to the conditions laid down in each individual Notice Inviting Tender. Mere registration with Advertisement department of SDMC under the policy shall not entitle the Advertiser for allotment of the contract.

**5. Registration procedure**

**A.** The Advertiser is required to submit the Application together with Affidavit and Indemnity Bond in the prescribed proforma to the Competent Authority, complete with all documents as per **Annexure-I** in the office of Advertisement Department, South Delhi Municipal Corporation.

**B.** The application form will be available in Advertisement Department, SDMC, which can be obtained on making a payment (Cash/Banker’s Cheque/DD) of Rs.1,000/- or as may be determined by the Commissioner, South Delhi Municipal Corporation, from time to time. The application form can also be obtained through South Delhi Municipal Corporation website [www.mcdonline.gov.in](http://www.mcdonline.gov.in) for which the requisite fee (Rs.1000/-) shall be deposited by way of Demand Draft/Pay Order drawn in favour of Commissioner, South Delhi Municipal Corporation along with submission of the application.

**C. The applications for registration & renewal will be accepted throughout the year and the registration shall be valid upto the end of that particular financial year i. e. 31st March irrespective of the month in which registration is applied for and granted.**

**D. Applications for renewal of registration will be accepted during the period 1st Mar. and 31st March.**

**E**. Advertisers who have already been registered in SDMC or have applied for registration/ renewal of registration in compliance to pre-modified guidelines may also reconsider their registrations/applications for registration under appropriate category.

**F. *Incomplete application is liable to be rejected summarily without assigning any reason thereof.***

**6. Registration No.**

Every Registered Advertiser will be given a unique Registration Number which must be quoted in every correspondence with the SDMC in future. No correspondence shall be entertained without a Registration Number and signature of authorized person available with the department.

**7. Period of Registration**

1. The registration shall be valid upto the end of the financial year i. e. upto 31st March.

**B.** The registration shall be open to review in case of any violations of provisions as contained in the DMC Act or w. r. t. (i) the running contracts, any of the terms & conditions of registration or NIT, noticed during the period by the competent authority and shall be liable to termination, suspension or any other such action at anytime, if considered necessary, by the Competent Authority.

**C.** The Registered Advertiser shall be governed by the provisions of existing policy applicable at a particular point of time or amended from time to time during the period of registration by SDMC.

**8. Eligibility Criteria**

**A.** The applicant firm shall have its registered office, at Delhi/New Delhi/NCR and in case of firm/company having registered office in any other State/Union Territory; it must have its branch office at Delhi/New Delhi/NCR.

**B.** The applicant firm shall have no outstanding dues of SDMC/EDMC/NDMC/erstwhile MCD or i. r. o. any other government agency on any account whatsoever. An undertaking to this effect shall be given by the advertiser at the time of filing of application.

**C.** The applicant firm should never have been blacklisted in the past by the SDMC/EDMC/ NDMC/erstwhile MCD or any other govt. agency/department. An undertaking to this effect shall be given by the advertiser at the time of filing of application which shall be subject to verification as to the veracity/authenticity of the claim.

**D.** The applicant firm should not be a “Benami” one.

**E.** The applicant shall have to satisfy the minimum eligibility criteria as specified in **Table-I,** before being considered for registration under any of the categories.

**F.** The financial soundness shall be adjudged on the basis of the documents as indicated under serial no. 6 of **Annexure-I**.

G. **Newly formed entities/Start-ups (proprietorship/partnership firms/Pvt. Ltd and Public Ltd. companies who do not fulfill the requisite criteria as regards financial status but seeking to do business with SDMC may also apply for registration provided they submit Bank Guarantee and Security Deposit to the tune of double the stipulated amount. Also, for the first 3 (three) years, they are required to submit a certificate declaring therein that they have not defaulted w. r. t. any of the contracts awarded to them either in terms of payment of licence fees or in terms of violation(s) of OAP 2007.**

**H. Further, the tendering/contract limit shall be as indicated in Table –I against each category.**

**9. Registration Fee/Security Deposit**

At the time of application, the applicant shall have to pay a registration fee (non-refundable) as well as Security Deposit (refundable) prescribed for the category for which registration is being sought, by Demand Draft/Pay Order only drawn in favour of the Commissioner, South Delhi Municipal Corporation. Fee for various categories is prescribed in **Annexure -I.**

**10. Change in Constitution**

The registration shall not be transferable in any manner and any change in the constitution of the firm/company, on any account whatsoever, shall be intimated to South Delhi Municipal Corporation within one month of any such change which shall be subject to final approval of the competent authority.

**11. Change in address**

While applying for registration, the applicant should mention address of his registered offices/ Head office & Branch Office, if different. The Advertiser shall intimate the change, if any, in any of the above addresses, in advance or maximum within one week of such change, subject to compliance of the relevant instructions. Failure to do so may result in cancellation of his registration.

**12. Renewal of Registration**

**A.** The registration shall be renewable on year to year basis;

**B.** The application for renewal would be considered once a year (The application for renewal will have to be filed in the Advertisement Department of South Delhi Municipal Corporation or through Internet on [*www.mcdonline.gov.in*](http://www.mcdonline.gov.in)in the prescribed form before the expiry of the registration during the period when the renewal process is opened (1st March to 31st March). However, application for renewal can also be filed during the period 1st April to 30th April on payment of late fee equivalent to double the renewal fees of the applicable category. In case of failure to apply for renewal within the stipulated period i.e. upto 30th of April, the registration shall stand automatically cancelled and the registered advertiser shall have to apply for a fresh registration.

**C.** The renewal shall be considered on merit and past record/performance/compliance of the Advertiser and only after verification of documents and physical re-verification of his office address(es).

**D.** The renewal shall be allowed only after satisfaction of the competent authority.

**E**. Upon failure of the advertiser/firm to secure renewal, the advertiser/firm will be liable to pay double the normal MLF as regards running contracts, if any.

**13. Change of Category**

**A.** If anybody wishes to get category changed with Advertisement Department of SDMC as Advertiser, he/they/the firm may do so by submitting an application for change of category which shall be considered subject to fulfillment of requisite criteria & submission of requisite documents. In this regard, applications must be submitted in the Advertisement Department of South Delhi Municipal Corporation. After decision of the Competent Authority on the applications, the eligible registered advertisers would be informed so as to make them eligible to participate in the programmes/tenders for the subsequent period.

**B.** The application for change of category shall be submitted along with all the documents, as required for the first registration, subject to adjustment in registration fee & security deposit.

**14. Revision of the Instructions**

The Competent Authority may modify, add, delete and/or change any of the above instructions at its sole discretion as and when deemed appropriate & the same shall be binding on all the registered Advertisers.

**15. Power to Relax**

The Competent Authority may relax any of the requirement(s) of these instructions in the exigencies of work in public interest after reasons recorded in this behalf.

**16. Attestation of documents**

Copies of all the documents to be submitted shall be self-attested by the applicant as well as by notary public. However, in case of Proprietorship concern, the documents shall be attested by a Gazetted Officer or Magistrate.

**17. Penal Action**

**A.** The Advertiser shall have to abide by all the relevant provisions of the DMC Act, Bye-laws framed there under, orders/directions of the Courts of law, Instructions for Registration/Renewal, the terms & conditions of the contract and also the Notice Inviting Tenders, as may be applicable. The Competent Authority shall have the right to debar an Advertiser, suspend business with him for any period or cancel his registration and/or black-list him, after issue of show cause notice. The decision of the Competent Authority shall be final and binding to all.

**B.** The Advertiser shall be bound by the registration contract for the entire period of respective NIT or till the time competent authority allows specific performance, even if he fails to get his registration renewed on time. Under the above situation the Advertiser shall be liable to pay twice the amount of MLF for the period during which he performs contract without getting his registration renewed. No further participation in any other tendering processes shall be entertained till the time the registration has been renewed.

|  |  |
| --- | --- |
| **VIOLATIONS\*** | **PENALTY** |
| **1) First violation** | 10% of amount of Annual License fees of site. |
| **2) Second violation** | 15% of amount of Annual License fees of site. |
| **3) Third violation** | 20% of amount of Annual License fees of site. |
| **4) Fourth Violation** | 25% of amount of Annual License fees of site. |
| **5) Fifth violation** | Cancellation of NOC of respective site. Forfeiture of security of site & other deposits if any, with SDMC for the site. |

**Violation in this regard means:**

**I.** Any of the violation of guidelines of Registration/Renewal.

**II.** Any of the violation of terms and conditions of NIT/NOC.

**III.** Any of the violation of contract agreement/affidavit & other declarations made by the advertiser.

**IV.** Any violation/deviation from the guidelines for the purpose of display of advertisement.

**V.** Non compliance or defiance of the directions/orders of the competent authority.

**VI.** Violation of provisions of DMC Act & Delhi Municipal Corporation (Tax on advertisement other than the advertisement published in the newspapers) Byelaws, 1996 framed under the DMC Act, 1957 as amended from time to time.

**VII.** Any other violation which the competent authority may decide from time to time.

**C.** SDMC shall reserve the right to carry out day to day inspections by any official of the Corporation or any other person/agency authorized in this regard and on the basis of inspection report submitted to the competent authority the decision of competent authority on fixing and levying penalty shall be final and binding on the Advertiser.

**D. Blacklisting and cancellation of registration:** The Advertiser, if found on five occasions involved in any kind of malpractices/violations of site including default in payment of license fee shall be liable for cancellation of the site and for repetition of violation by the same advertiser at other site(s), the advertiser shall be blacklisted with the approval of the competent authority. The decision of the Competent Authority shall be final and binding to all. In case of above his security amount/earnest money deposit shall be forfeited and registration of Advertiser shall be cancelled.

**18. Important Instruction:**

**A. The Advertiser shall be responsible for damage caused to the public/property during display of Advertisement.**

**I.** SDMC shall not be responsible or liable or made a party to any damages or accidents which may happen at the site.

**II.** The Advertiser shall be liable and responsible for any loss of life and/or physical harm/ any other loss to the public or any other agency including Government on account of negligence on the part of Advertiser in maintaining the site properly.

**B. The Advertiser to intimate change of address:** The Advertiser shall keep Advertisement Department of SDMC informed of change in his address, change in constitution of the firm/company, etc. The intimation of change of address shall be given to the Advertisement Department for necessary amendments in the registration certificate. Otherwise a communication sent at the address given to the SDMC shall be deemed to have been received by the Advertiser.

**C. No subletting of advertisement rights:** No subletting or its assign of the advertising site is permissible. The Advertiser shall manage the Advertisement site by himself/itself or through his/its employees but shall not be allowed to sublet the Advertising site to any other person/ agency/firm. In case of violation/breach of the Advertising agreement, the license shall be liable to be cancelled. If at any point of time it is found that there is a reason to believe that the Advertising site has been sub-let the license shall be liable for cancellation with the approval of competent authority.

**D. Compliance of any change/revision in the policy/rates of fee**

**I.** Notwithstanding anything contained in this contract, SDMC reserves the right to revise the rates of advertising license fee at any time. In case of revision of rates of Advertising license fee during the currency of the present contract, the monthly license fee will be payable by the Advertiser with proportionate increase, depending upon the percentage of increase/decrease in the rates of Advertising license fee, from the date of implementation of such revised rates of Advertising license fee.

**II.** Any change in the Advertising policy by SDMC during the period of license, will be applicable to the present contract and binding on all, including the Advertiser. Non-compliance of the same for any reason whatsoever, will lead to imposition of penalty applicable from time to time.

**III.** In case of implementation of any new comprehensive Advertising policy for Delhi, SDMC retains the right to cancel the license agreement of Advertising contracts by giving one month’s notice in writing and the Advertiser will not be allowed any extension on any ground under any condition whatsoever.

**IV.** No remission shall be allowed on any account. However, in exceptional circumstances involving natural calamity which may occur beyond control of any person, keeping Advertising site closed with the approval of competent authority, SDMC may consider the request on each fact and circumstances. The decision of competent authority in this regard shall be final and binding.

**19. Surrender:**

A. In the case of surrender of the Advertising contract, the Advertiser shall have to give at least 90 days notice, so as to enable SDMC to examine the notice and to take decision for safeguard of municipal revenue.

B. In the case of surrender of advertising contract, Security deposit amount shall not be adjusted against the license fee of remaining months and shall either be forfeited or refunded as per rules. The decision of competent authority shall be final and binding.

C. The Advertiser, who has surrendered a site, shall not be eligible to participate in the tender process of the same site again at least for two consecutive years. To this effect an undertaking shall be given by the advertiser by way of affidavit.

**20. Repeal and Saving**:-

All previous instructions regarding registration/renewal of Advertisers in Advertisement department of SDMC before coming into force of these guidelines shall be treated as repealed.

**21. Jurisdiction of Courts**

There shall be no arbitration and any dispute will be subject to the jurisdiction of the Delhi courts only.

**TABLE -I – REGISTRATION CLASSIFICATION CRITERIA**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Category** | **Tendering**  **limit** | **Registration**  **fee (non-**  **refundable)**  **One time** | **Security**  **Deposit**  **(refundable)** | **Annual**  **Turnover\*\*** | **Bank**  **Guarantee**  **from a**  **Nationalized/**  **scheduled**  **commercial**  **bank** | **Renewal Fee (non-refundable)** |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| **A** | No limit | Rs.50,000/- | Rs.1,00,000/- | Rs. One crore & above | Rs.15 lakhs | Rs.25,000/- |
| **B** | Not more than Rs.10 lakhs as MRP\* | Rs.25,000/- | Rs.50,000/- | More than Rs.40 lakhs & less than  Rs. One crore | Rs.6.0 lakhs | Rs.12,500/- |
| **C** | Not more than Rs. 5 lakhs as MRP\* | Rs.10,000/- | Rs.25,000/- | Till Rs.40 lakhs. | Rs.2.0 lakhs | Rs.5000/- |

*\*The MRP (Minimum Reserve Price) shall mean the minimum Monthly License Fee (MLF) prescribed for a tender and the bidder shall quote the rates not less than such MRP.*

*\*\*Annual turnover means the amount reflected in latest audited Profit & Loss A/c./Balance Sheet (as reflected in the ITR for the relevant period).*

***NOTE:-*** *The amounts shown in the Table are subject to revision by the Competent Authority.*

**\*\*\*Newly formed entities/Start-ups (proprietorship/partnership firms/Pvt. Ltd and Public Ltd. companies) who do not fulfill the requisite criteria as regards financial status indicated in Table –I above but seeking to do business with SDMC may also apply for registration provided they submit Bank Guarantee and Security Deposit to the tune of double the stipulated amount. Also, for the first 3 (three) years, they are required to submit a certificate declaring therein that they have not defaulted w. r. t. any of the contracts awarded to them either by SDMC or any other government entity, in terms of payment of licence fees or in terms of violations.**

**Further, the tendering/contract limit shall be as indicated in Table –I against each category.**

**ANNEXURE- IV**

**AFFIDAVIT**

**(To be executed on a non-judicial stamp paper of Rs.10/- and duly attested by Notary Public)**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ S/o. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, R/o. \_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ do hereby solemnly affirm and declare as under:-

**1.** That I am (status/Designation) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in M/s (name of the company/ firm with full office address) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**2.** That I want to get my firm - M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ registered/enrolled with the South Delhi Municipal Corporation (SDMC).

**3.** That I have applied for the same to Dy. Commissioner/Addl. Dy. Commissioner (Advertisement Department)/SDMC , 25th Floor, Civic Centre, JL Nehru Marg, Delhi-110002, vide my application dated \_\_\_\_\_\_\_\_\_\_ for which I am fully authorized vide authority letter dated \_\_\_\_\_\_\_\_.

**4.** That neither I nor any Proprietor/Partner/Director of M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_ has been directly or indirectly associated in any manner with any other such Company/Agency/Firm which has any dues payable to SDMC/NDMC/EDMC/erstwhile MCD. That if at any stage it is found that any dues are outstanding I shall be liable to clear the same within stipulated time.

**5.** That the applicant firm/company has never been penalized/blacklisted by the SDMC/NDMC/ EDMC/erstwhile MCD in the past.

**6.** That the applicant firm/company shall abide by all rules, regulations, instructions and terms & conditions issued/framed by the SDMC in this regard, from time to time.

**7.** That the applicant firm/company shall pay all the taxes/fees and other dues to the SDMC in this respect regularly.

**8.** That I/my proprietor/partner(s)/Director(s) is/are not a proprietor/partners/Directors in any other company/firm registered with SDMC as an advertisement contractor.

**9.** That there is no change in constitution of the establishment as per information given in the application form.

**10.** That I/we certify that no dues are pending or no court case is pending against me/us or any of my/our associated companies/firms/dependant family members related to any advertisement site in SDMC/erstwhile MCD and in case of any adverse findings at any stage the allotment of advertisement site shall stand automatically cancelled without any notice.

**11.** That the registration is not a Benami or in the name of any blacklisted/barred person/firm/ company/associated firms or companies or family members of such persons. If at any stage the same is brought into the notice of SDMC the registration shall be cancelled and all security deposit shall stand forfeited.

**12.** That the email id ………………………………….. is my valid email ID for all communications to SDMC and all correspondence sent by SDMC to this email ID shall be considered to have been received by me/us. That the ID Proof/Photo of the person signing the document is attached with this affidavit and duly notarized.

**13.** That post registration if we are selected through the bid process, we shall provide a Current Bank A/c. from which all payments shall be made to SDMC be it license fees or any security deposit. That in case of any default in payments we shall be liable for action under the Negotiable Instruments Act.

**14.** That my/our PAN/TAN Number is ………………………………………………………………………….…

**15.** That I/we shall furnish a bank guarantee of the amount that SDMC directs us to submit.

**16.** That I/we shall not hold SDMC responsible for decline of the potential of revenue from the Advertisement site due to any reason whatsoever and shall not claim any reduction/remission in payable license fees payable to SDMC under any condition except where the area for authorized display/advertisement is reduced/advertisement is suspended for a particular period by SDMC due to any unforeseen reason or due to force majeure conditions.

**17.** That I/we understand that SDMC reserve the right to put advertisements either directly by itself or through any authorized agency at the advertisement sites.

**18.** That payment of license fees for the said advertisement site does not create any lien on the said site for us. That we shall be assigned the place for advertisement purpose only and does not create any tenancy rights for us. That I/we understand that the land/structure at the said site shall always be the property of SDMC and I/we shall not claim any right/title/interest or any nature of easement in relation to or respect thereof.

**19.** That we give the free right to SDMC to forfeit the bank guarantee in case any declaration given by us in the registration form is found to be false or misleading.

**20.** That in case our contract is terminated by SDMC at any time before the scheduled time, SDMC reserves the right to grant rights to operate the advertisement site to the next qualified bidder for the remaining period of the contract without the need for re-tendering. That the decision of SDMC in this regard shall be final and binding on all participating bidders.

**21.** That I/we shall report any encroachments in the advertisement site to the Nodal Officer at Advertisement department immediately.

**22.** That I/we shall put all illuminations/signage/display boards as directed by SDMC at the time of issue of work order. That the same shall be complied within 30 days of commencement of the work at the said site. That a penalty as prescribed by SDMC shall be levied on me/us for non compliance.

**23.** That I/we shall comply with directions of SDMC/Delhi Police/Delhi Traffic Police in respect of safety and security of public at large.

**24.** That I/we shall state that in case any damage is done to wall/boundary of any public property/ utility due to advertisement I/we shall get the same repaired at our own cost.

**25.** That I/we understand that SDMC reserves the right to take over the possession of the said site for a limited period for any public purpose at any given time.

**26.** That I/we shall extend full cooperation for any civil work by SDMC or any Government agency related to water/sewer/telecom/repair etc. at the said site.

**27.** That I/we shall hand over the possession of the said site peacefully to SDMC at the time of completion of the said contract or at the time of termination of the contract by SDMC.

**28.** That I/we shall intimate to SDMC in case address of the establishment changes within 30 days of such change taking place.

**29.** That I/we understand that officials of SDMC have the right to inspect the said premises at any time and I/we shall extend full cooperation in this regard.

**30.** That I/we shall manage the said site through our staff and shall not outsource the work to any third party.

**31.** That I/we shall abide by the advertisement policy as approved by SDMC from time to time.

**32.** That in case of cancellation/expiry of contract or surrender of site before expiry of contract I/we have to continue operations till the alternative arrangement are done or the decision of the competent authority shall be binding upon me/my firm.

**33.** That I/we shall undertake all statutory tax compliances as may be in vogue from time to time. That our tax liabilities limited to the share of revenues that accrues to me/us.

**34.** That I also undertake that all the facts and documents submitted by me are genuine and also signed by the genuine person(s). In case any of the documents and/or information furnished is found false or is objected to by any of the persons concerned, the SDMC will be at liberty to cancel the registration.

**Deponent**

**VERIFICATION :**

Verified at Delhi on this \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 201\_\_ that the contents of the above affidavit are true to the best of my knowledge and belief. No part of it is false and nothing has been concealed.

**Deponent**

**INDEMNITY BOND**

This Indemnity Bond is executed on this \_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_ by Shri\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, S/o Shri \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ resident of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in favour of Commissioner, SDMC, Civic Centre, JL Nehru Marg, New Delhi - 110002.

That the Executant is the Proprietor/Partner/Director of M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_ situated at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and has applied to the SDMC for registration as Registered Advertiser.

That the Executant undertakes to indemnify the South Delhi Municipal Corporation from any injury, loss or damage caused to or suffered by any person or property, arising out of or relating to advertisement business and the consequential claim or claims shall be borne by the Executant who hereby indemnifies and safeguards the SDMC in respect of any of such claim or claims.

**EXECUTANT**

**NAME & ADDRESS OF WITNESSES:**

**1)**

**2)**

**Table -2 – Documents to be submitted**

|  |  |
| --- | --- |
| **S. No.** | **Name of document(s)** |
| 1 | 1. In case of sole proprietorship, an Affidavit executed before a First Class Magistrate that the applicant is the sole proprietor of the firm; 2. In case of a partnership firm, copy of registered Partnership Deed; 3. In case of private/public limited company, submit copy of Memorandum & Articles of Association. 4. In case of society, submit registration with Registrar of Societies. |
| 2 | Fee Payable (Col. 3 & 4 of Table –I)   1. Registration/Renewal Fee (non-refundable) 2. Security Deposit (refundable) 3. Tatkal Registration Fees (non-refundable (N/A) 4. Cost of Application Form (non-refundable) |
| 3 | Photographs   1. Two recent passport size photographs of the applicant/authorized signatory, one of which to be affixed on the space provided for the purpose; 2. Two self-signed recent passport size photographs of each of the partners/ directors of the applicant firm/company |
| 4 | Proof of occupation of the office premises:-   1. In case of ownership, Conveyance Deed or any other document of legal ownership of the firm/ company; 2. In case of tenancy, Rent/Lease Agreement with latest Rent Receipt along with Copy of Pan No. of landlord or the Lessor as the case may be. |
| 5 | Proof of residence: Copy of any of the documents of each of the proprietor/partners/directors of the applicant firm/company:-   1. Voter ID Card/Aadhar Card 2. Passport or 3. Driving Licence |
| 6 | Proof of financial soundness:   1. Income Tax Permanent Account No. (PAN) Card or proof of submitting application for PAN Card of the proprietor/partners/ directors and also of the company/firm; 2. Audited Financial Statement of the firm/ company for the preceding three years showing the annual turnover not less than the amount, as prescribed in respect of the relevant category in Col. 5 of the Table-1, duly certified by Chartered Accountant’ 3. Audited P & L A/c. and Balance Sheet of the firm/company for the preceding three years showing the annual turnover not less than the amount as prescribed in respect of the relevant category in Col. 5 of Table -1, duly certified by the Chartered Accountant; 4. Income Tax Returns of the firm/company for the preceding three years; 5. Details of bank account (as reflected in the ITRs) with bank statement of the firm/ company/individual for the last 6 months; 6. A Bank Guarantee valid for a period not less than one year, in favour of Commissioner, SDMC as shown in Col. 6 of Table -1, to be renewed on year-to-year basis, at the time of annual renewal of Registration. |
| 7 | Proof of authorization in case of company/partnership firm, a Resolution duly passed by the Board of Directors/Partners thereby authorizing the signatory to sign and submit the application for registration/renewal and other documents, required for the purpose. |
| 8 | Affidavit on stamp paper of Rs.10/- (ten only) duly notarized |
| 9 | Indemnity Bond on stamp paper of Rs.100/- (one hundred only) duly notarized. |