



**TENDER FOR ADVERTISEMENT RIGHTS OF AD SLOTS ON 24 EXISTING & RUNNING
VARIABLE MESSAGING DISPLAY (VMD) LEDs OF SMART CITY AHANMEDABAD
DEVELOPMENT LIMITED (SCADL), AHMEDABAD**

August, 2021

SMART CITY AHMEDABAD DEVELOPMENT LIMITED

Command Control Centre, Paldi

Ahmedabad 380007

Phone No. – (079) 265587890

Disclaimer

SMART CITY AHMEDABAD DEVELOPMENT LIMITED (SCADL) (hereinafter called the “Authority”) has prepared this document solely to assist prospective bidders in making their decision of whether or not to bid. While Authority has taken due care in the preparation of information contained herein and believes it to be accurate, neither Authority or any of its authorities or agencies nor any of their respective officers, employees, agents or advisors gives any warranty or makes any representations, express or implied, as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

This information is not intended to be exhaustive and interested parties are required to make their own inquiries that it may require in order to submit this bid. The information is provided on the basis that it is non-binding on Authority, any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

Authority reserves the right not to proceed with the bidding process at any stage without assigning any reasons thereof, or to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the tender further with any party submitting a bid.

No reimbursement of cost of any type will be paid to persons or entities submitting a Bid.

Tender Notice

**TENDER FOR ADVERTISEMENT RIGHTS OF AD SLOTS ON 24 EXISTING & RUNNING
VARIABLE MESSAGING DISPLAY (VMD) LEDs OF SMART CITY AHANMEDABAD
DEVELOPMENT LIMITED (SCADL), AHMEDABAD**

SCADL seeks duly interested qualified Advertising Agencies for grant of Advertisement Rights for 3 years for Variable Messaging Display (VMD) LEDs installed and operating in Ahmedabad city. Interested Parties may download tender document from A.M.C. website www.advisionamc.com from 19/08/2021 to 08/09/2021 and submit it online as specified by 18:00 hrs, Date: 19.08.2021.

General Manager – (Admin)- SCADL

On line e-Tender cum e-auction Notice Detail

Sr. No.	Detail	Information
1	Authority	Smart City Ahmedabad Development Limited (SCADL)
2	Online eTender cum e-Auction No.	AMCADVSC2021V067-090 (24 VMD LEDs)
3	Name of Work	Advertisement Rights Allotment of Variable Messaging Display (VMD) LEDs installed in Ahmedabad
4	Period of License	3 Years
5	Upset Price for Annual License Fees	As per the Table 1.0
6	Yearly License Fees Payment of Auction Winning Value	First Year – 60% (of Winning Value) Second Year – 100% (of Winning Value) Third Year – 140% (of Winning Value) Example Snapshot at the end of Table 1.0
7	License Fee Payment Cycle	Quarterly Advance
8	Earnest Money Deposit	As per the Table 1.0
9	Minimum Incremental Value in the multiple of (Offer Price and Real Time Bidding Instances)	Rs.10,000 (Rupees Tend Thousand)
10	Pre-bid Queries	Bidders are required to send their pre-bid queries to email at contact@advisionamc.com in PDF format on or before 27/08/2021 by 4.00 PM.
11	Last date and time for one-time Registration of Bidders	06/09/2021 18:00 HRS
12	Start & End date of online e-Tender cum e-Auction offer submission. (For Online Submission Financial Bid with EMD)	Start Date: 01/09/2021 10:00 HRS End Date: 08/09/2021 18:00 HRS
13	Time limit and contact details to receive information of e-tender cum e-auction process and other Tender information	Up to 07/09/2021 16:00 hrs. Vendor can contact for free training of e-tender cum e-auction process and other information related to tender details: Contact No.: +91-79-22144414 contact@advisionamc.com
14	Financial Bid opening and e-auction Date and Time.	As per the Table 1.0

Table 1.0

No	Tender No.	Location	Upset Price (Annual)	EMD	RTB Date	RTB Start Time	RTB End Date
1	AMCADVSC2021V067	Nehru Nagar Circle BRTS Towards Shivranjani	15,00,000	1,50,000	13/09/21	11:00 AM	11:20 AM
2	AMCADVSC2021V068	ISRO BRTS Stop, Satellite	10,50,000	1,05,000	13/09/21	12:00 PM	12:20 PM
3	AMCADVSC2021V069	Behind BOB ATM BRTS of Iscon Cross Roads, SG Highway	14,25,000	1,42,500	13/09/21	1:00 PM	1:20 PM
4	AMCADVSC2021V070	Vastrapur Lake Gate, Near Alpha One Mall	11,00,000	1,10,000	13/09/21	3:00 PM	3:20 PM
5	AMCADVSC2021V071	BRTS Nearby by Iscon Temple, Off SG Highway	7,75,000	77,500	13/09/21	4:00 PM	4:20 PM
6	AMCADVSC2021V072	ISCON to SP Ring Road Ambli Gam AMTS Stop Side 494	8,50,000	85,000	13/09/21	5:00 PM	5:20 PM
7	AMCADVSC2021V073	Nearby Hitachi Battery(B/H existing advertise board)	24,25,000	2,42,500	14/09/21	11:00 AM	11:20 AM
8	AMCADVSC2021V074	ONGC to Gandhinagar way on Vishant Circle Open Plot No,3, Board 496	7,75,000	77,500	14/09/21	12:00 PM	12:20 PM
9	AMCADVSC2021V075	Kagdapith Police Station 495	5,75,000	57,500	14/09/21	1:00 PM	1:20 PM
10	AMCADVSC2021V076	Outside South Zone AMC office	8,50,000	85,000	14/09/21	3:00 PM	3:20 PM
11	AMCADVSC2021V077	Pushpakunj Cross Road on Island	10,75,000	1,07,500	14/09/21	4:00 PM	4:20 PM
12	AMCADVSC2021V078	Kankaria Football Ground, Samarpan hall	9,25,000	92,500	14/09/21	5:00 PM	5:20 PM
13	AMCADVSC2021V079	Sardar Bridge -02 Event Centre elevated cross2)	6,75,000	67,500	15/09/21	11:00 AM	11:20 AM
14	AMCADVSC2021V080	Sardar Bridge -01 (Event Centre elevated cross 1)	6,75,000	67,500	15/09/21	12:00 PM	12:20 PM
15	AMCADVSC2021V081	Riverfront Flower Garden Cross road	7,00,000	70,000	15/09/21	1:00 PM	1:20 PM
16	AMCADVSC2021V082	River Front Park (Amul Parlour) Display/ 1 - Road Side VMD	7,00,000	70,000	15/09/21	3:00 PM	3:20 PM

No	Tender No.	Location	Upset Price (Annual)	EMD	RTB Date	RTB Start Time	RTB End Date
17	AMCADVSC2021V083	River Front Park (Amul Parlour) Display/ 2- Middle VMD	7,00,000	70,000	15/09/21	4:00 PM	4:20 PM
18	AMCADVSC2021V084	River Front Park (Amul Parlour) Display/ 3 - River Side VMD	7,00,000	70,000	15/09/21	5:00 PM	5:20 PM
19	AMCADVSC2021V085	Nearby railway Bridge(Opp. Riverfront)	7,00,000	70,000	16/09/21	11:00 AM	11:20 AM
20	AMCADVSC2021V086	Near by Riverfront Footpath(End of Riverfront)/ Dafnala	6,00,000	60,000	16/09/21	12:00 PM	12:20 PM
21	AMCADVSC2021V087	Kakariya Gate 03	6,15,000	61,500	16/09/21	1:00 PM	1:20 PM
22	AMCADVSC2021V088	Kakariya Gate 01	6,15,000	61,500	16/09/21	3:00 PM	3:20 PM
23	AMCADVSC2021V089	Kid City , Kakaria, Nr. Naginawadi Gate / No 7	6,15,000	61,500	16/09/21	4:00 PM	4:20 PM
24	AMCADVSC2021V090	Kakariya Gate 04	6,15,000	61,500	16/09/21	5:00 PM	5:20 PM

Example Snapshot of License Fees Payment of Winning any individual auction:

If the Winning Auction Value (H1) is Rs.10,00,000 (Rupees Ten Lakh) yearly, then Bidder has to pay License Fees as per the below table for the 3 years of license period:

Year	First Year	Second Year	Third Year
Payable % of Auction Winning Value	60%	100%	140%
License Fees Amount Payable yearly Excluding GST	Rs.6,00,000	Rs.10,00,000	Rs.14,00,000

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1 PREAMBLE

SMART CITY AHMEDABAD DEVELOPMENT LIMITED (SCADL) (hereinafter called the Authority) invites price bids from interested bidders for granting rights for total twenty-four individual licenses i.e. AMCADVSC2021V067-090 – Advertisement Rights of ad slots of Variable Messaging Display (VMD) LEDs installed at Ahmedabad city.

Authority shall not be responsible for any costs or expenses incurred by the Bidders in connection with the preparation and delivery of bids, including costs and expenses related to visits to the sites. Authority reserves the rights to cancel, terminate, change or modify this procurement process and/or requirements of bidding stated in the Tender, without assigning any reason or providing any notice and without accepting any liability for the same.

The bid evaluation process is detailed in instruction to bidders in tender. Only those companies/ firms/ agencies who are registered as approved bidders at Advision website shall be qualified for the online eAuction.

2 DEFINITIONS

“Ad Slot” shall mean advertisement slot of 10 second visual display to be played on digital screen.

“Authority” means SMART CITY AHMEDABAD DEVELOPMENT LIMITED (SCADL)

“Bid” or **“Detailed Bid”** or **“Tender”** shall mean the detailed bid submitted by the bidders in response to this tender including clarifications and/ or amendments, if any.

“EMD” shall mean the security furnished by the bidders, as part of the Detailed Bid submission.

“Due Date” shall mean the last date for submission of bids by the bidders as mentioned in the Bid Summary.

“Firm” shall mean a single legal entity, which is a registered body, Government agency or statutory body.

“Letter of Allotment” or **“LOA”** shall mean the letter issued by Authority to the Successful Bidder awarding the advertisement rights in conformity with the terms and conditions set forth in the tender.

“License” shall mean the grant of permission for providing advertisement rights to the Successful Bidder as per the terms and conditions mentioned herein.

“Licensee” shall mean any registered firm whose tender has been accepted by the Authority and shall include the any firm, its legal representatives, successors, executors, and permitted assignees.

“License Agreement” or **“Contract”** shall mean the Agreement to be signed between Authority and Successful Bidder upon the acceptance of the bid of the preferred bidder by the Authority. The tender conditions contained herein shall be a part of the Agreement.

“Operations Date” shall mean the License Agreement date or the date of starting of the operations by the Successful Bidder as a Licensee, whichever is earlier. On this day, all the electrification and display installation work shall be deemed to be complete and shall signify the beginning of the License Period.

“Security Deposit” shall mean the Bank Guarantee of stipulated amount furnished by a Successful Bidder on its selection as a Licensee.

“SCADL” shall mean SMART CITY AHMEDABAD DEVELOPMENT LIMITED, Also an entity incorporated as a company under The Companies Act, 1956 for the purpose of planning, establishment, implementation, management, supervision and control of the smart city projects in Ahmedabad city and its authorized successors and assigns at all times.

“Successful Bidder” shall mean the qualified bidder whose Price Bid has been accepted by the Authority for granting of License for Advertisement Rights on LEDs.

“Taxes and Duties” shall mean all taxes, duties, fees etc. payable as per applicable laws in India in connection with the procurement, development, installation, operation, maintenance and management of the scope of work envisaged.

“Total Bid Value” means the value of the Successful Bidder as accepted by the Authority for Advertisement Rights on LEDs.

“VMD” means Variable Messaging Display digital boards displaying various information in digital format on LED screen.

3 INTERPRETATION

In the interpretation of this tender, unless the context otherwise requires:

- The singular of any defined term includes the plural and vice versa, and any word or expression defined in the singular has the corresponding meaning used in the plural and vice versa;
- A reference to any gender includes the other gender;
- Unless otherwise stated, a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital is a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital of this Tender.
- A reference to any agreement is a reference to that agreement and all annexes, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof;
- The terms "include" and "including" shall be deemed to be followed by the words "without limitation", whether or not so followed;
- Any reference to a person shall include such person's successors and permitted assignees;
- A reference to a "writing" or "written" includes printing, typing, lithography and other means of reproducing words in a visible form;
- Any date or period set forth in this Tender shall be such date or period as may be extended pursuant to the terms of this Tender ;
- A reference to "month" shall mean a calendar month, and a reference to "day" shall mean a calendar day, unless otherwise specified.
- The terms "hereof", "herein", "hereto", "hereunder" or similar expressions used in this Tender mean and refer to this Tender and not to any particular Article,
- The terms "Article", "Clause", "Paragraph" and "Schedule" mean and refer to the Article, Clause, Paragraph and Schedule of this Tender so specified;
- In case of inconsistency between the terms mentioned in the Bid Summary and detailed description, the terms of the Bid Summary shall prevail.

4 BID SUMMARY

Sr. No.	Key Information	Details
1.	Tender for	Selection of a qualified Licensee/s for grant of 24 individual Licenses for Advertisement Rights of ad slots on Variable Messaging Display (VMD) LEDs installed at Ahmedabad City by SMART CITY AHMEDABAD DEVELOPMENT LIMITED: <ul style="list-style-type: none"> AMCADVSC2021V067-090
2.	Advertisement sites	VMD LED Screens: Ad Rights for Ad Slots available on cluster of VMD LED Screens at specified locations. There are total 24 monopole LED Screens across Ahmedabad City. Bidder is required to quote License Fees for the individual license. From Real Time Bidding Highest bidder shall emerge winner to grant the license for the winning individual licenses.
3.	License Period	License period shall be of 3 years commencing from the Allotment Period mentioned in the Letter of Allotment (LoA).
4.	License Fee	Payment of Licensee Fees for to be paid on Quarterly Advance within 15 days of grant of Letter of Allotment (LoA) and start of the new quarter and as per the Financial Year Demand adjustment in last quarter of the Financial Year in first year. License Fees are strictly non- refundable in all cases. Delay in payment of License Fees from due date mentioned in Invoice Copy / Demand Ledger shall attract 18% yearly interest as Late Payment Charges. Further, the License Fees Quoted shall be exclusive of GST. Such GST shall be payable in addition to the License Fees. The bidder will have to take this aspect into account while quoting for the License. Bidder has to make payment of License Fees online.
5.	Qualification Criteria	Bidder should be pre-registered on Advision AMC website; https://advisionamc.com
6.	Tender Submission Format	As mentioned in General Terms for eAuctioning and eTendering
7.	Tender Evaluation	a) Only registered bidders can participate in Real Time Bidding b) Offer Price is mandatory prior to eAuction c) EMD amount to be paid online
8.	EMD / EMD	EMD is to be paid @ 10% of Upset Value mentioned. It is to be paid as mentioned in General Terms for eAuctioning and eTendering.

9.	Pre-bid meeting	Bidders are required to send their queries for the pre-bid meeting to the Authority through email at contact@advisionamc.com in PDF format on or before 27.08.2021 by 4.00 PM.
10.	Electricity, Broadband & Connectivity and Maintenance Charges of VMD LEDs	VMD LEDs are exclusively owned and operated by SCADL, so variable charges of Internet Connectivity and Maintenance to be borne by SCADL. Electricity Charges to be borne by the successful bidder.
11.	Slots Management & Broadcasting SOP & Use of the CMS	Post Allotment, bidder shall be provided VMD LED Slot Management Dashboard login, where bidder can change the creative/Ad Slot contents. All creative/content to be uploaded online. Content shall be distributed from online platform and shall be displayed on various VMD LED Screens and as requested by bidder. SCADL shall provide details of publication of content to bidders within their dashboard. SCADL reserves right to use minimum 10% of Ad Slot time on any given time. VMD LEDs shall run for minimum 18 hours a day. Considering audience views probability, few may be allowed to operate for more hours. Bid Winner will have to pay Rs.25,000 refundable security deposit (which shall be returned at the end of the license period) for the access of the Content Management System. The CMS shall help successful bidder to add/remove/modify content in real-time* (subject to internet access in real-time)
12.	Taxes	Amount quoted by the Licensee in the Price Bid shall be final and payable. No deductions on account of any taxes, cesses, charges, etc. shall be permitted. Further, the License Fees Quoted shall be exclusive of GST, but the GST at applicable rates shall be required to be reimbursed by the Licensee at the time of payment of license fees against invoice. Such GST shall be payable in addition to and over and above the License Fees fixed.
13.	Due Date of bids	As mentioned in the eTender Notice. The submission will be online as mentioned in General Terms for eAuctioning and eTendering.
14.	Security Deposit	After winning the e-Auction(s), bidder(s) shall have to pay quarterly license of bid value (25% of winning bid value) and 25% performance security deposit within 15 days of the auction results against license. Payments should be made online.
15.	Signing of Agreement	Agreement shall be signed between Authority and Successful Bidder in the format given in Annexure 6 at a date as directed by Authority. Authority has the discretion to add certain additional conditions as it may deem fit for the performance of this License.

LIST OF DOCUMENTS REQUIRED FOR ONE TIME REGISTRATION:

- A. GSTIN REGISTRATION COPY (IF NOT THEN SELF-DECLARATION ON LETTER-HEAD)
- B. PROFESSIONAL TAX COPY / MSME REGISTRATION / RECOGNISED STARTUP / SHOP-ACT LICENSE
- C. ANTI-BLACKLIST CERTIFICATE (SELF ATTESTED)
- D. LAST YEAR ITR COPY OF THE BIDDER
- C. ESTABLISHMENT TYPE DOCUMENTS AS PER THE FOLLOWING TABLE:

SOLE PROPRIETORSHIP	HUF	PARTNERSHIP	COMPANY	SOCIETY	CO- OP. SOCIETY	TRUST
1. Self Attested Copy of PAN Card		1. Certified Copy of Partnership Deed	1. Memorandum & Articles of Association	1. Certificate of registration issued by Registrar of Societies	1. Certificate of registration issued by Registrar of Co-operative Societies	1. Certified copy of the Trust Deed
		2. Documents to be signed by a Partner, on the basis of a resolution signed by all the other partners.	2. Certificate of Incorporation	2. Memorandum of Association and By- Laws.	2. Bye- Laws	2. Documents to be signed by a Trustee on the basis of a resolution signed by all the other Trustees.
		3. Self Attested Copy of PAN Card of Partnership Firm	3. Form 32 for all Directors	3. Documents to be signed by a Chairman/ President, Authority given on the basis of resolution of the Managing Committee	3. Documents to be signed by a Chairman/ President, Authority given on the basis of resolution of the Board of Directors	3. Self Attested Copy of PAN Card of Trust
			4. Documents to be signed by a Director on the basis of a resolution of the Board of Director		4. Self Attested Copy of PAN Card of Society	
			5. Self Attested Copy of PAN Card of Company			
			6. Board Resolution letter			

5 General Terms for eAuctioning and eTendering:

1. Online Registration at www.advisionamc.com is mandatory to participate in E-Tender cum eAuction.
2. While registering for the eAuctioning providing Mobile Number and Email ID are mandatory as all the communication shall be made to Registered Mobile Number and Registered Email ID (as username) in the form of SMS' and Emails. In case E-Tenderer will be responsible to change or update the communication Email or Mobile Number details to Advision well in advance.
3. E-Tender cum eAuctioning system is driven by set time limits for each stages and it must be followed strictly to participate in Real Time Bidding.
4. Bidder has to update payment in eWallet first so that EMD can be paid through eWallet balance. Earnest Money Deposit (EMD) have to be paid in stipulated time period to avail the participation rights to Real Time Bidding in E Wallet. From E Wallet E-Tenderer can Use the Fund for EMD. Late payments shall not grant access to the eAuctioning. Following are the payment options to update payment in E Wallet at www.advisionamc.com website. Receipts of Balance Update in eWallets through Credit/Debit Cards, Net Banking or NEFT/RTGS shall be mailed to the Email ID of the E-Tenderer. E Challan can be downloaded for Bank Transfers through NEFT/RTGS from preferred banks. Once payment received Receipt will be sent to Email ID of the E-Tenderer.
5. Financial Offers must be updated to the Advision AMC website in stipulated time period set for the E-Tender cum eAuction.
6. E-Tenderer will be disqualified if he/she fails to pay the EMD Wallet Amount and use the wallet balance for EMD payment. Such e-Tenders shall not be considered to provide rights to Real Time Bidding.
7. Online Valid E-Tenderers can participate in Real Time Bidding (eAuction)
8. Real Time Bidding (eAuction) will be finished until no bidding instance in last 5 minutes of closure time of the e-Auction end time. Bidding Initiation, Bid Crossing and Increment related information shall be provided during the time of Real Time Bidding though Email and SMS. Bidder has to enter the bid value in the multiple of minimum Increment Value or higher. Real Time Bidding will be extended by 5 minutes if Bidding Instances occur in last 5 minutes of the Bidding Expire Time. Bidding will be declared completed with no Bidding Instance in last 5 minutes of the Bid Expiration Time. Page refresh prior to bidding is recommended. Authority's decision shall be final if any query will be arise of last minute bidding.
9. During the Real Time Bidding, Bidder identity will be encrypted and will not be displayed, only bidder himself/herself can see the Highest Bidding Value in his/her login dashboard.
10. Real Time Bidding (eAuction) Highest Value approval would be processed by Departmental Authorities for the sanctioning of the E-Tender.
11. Highest Bidder has to produce the required Documents for further process of granting the License.
12. With instance of No Real Time Bidding Participation, the Highest Offered Price will be considered Winner of the E-Tender cum eAuction process.
13. Highest bidder shall have to pay security deposit amount (if applicable) within 15 days of eAuction result. If Highest Bidder fails to pay security deposit within 15 days of auction

results or withdraws from accepting license, he will be declared disqualified and debarred/blacklisted. In such case H2 shall be given chance to match H1 offer to grant license. The EMD of the disqualified bidder will be forfeited.

14. SCADL Chairman have the final authorization for any queries or issues raised of the E-Tender cum eAuctioning.
15. Advision AMC is not responsible for any Mobile Network relation issues due to which SMS of Email do not delivered because of the mobile or Internet services. Bidder has to ensure seamless access to internet for participation in eAuctioning. Prior to bidding instance page refreshment is recommended & last minute biding is not advisable.
16. Incomplete information uploaded by the tenderer will cause him to disqualify for eAuctioning.
17. In the instance of "Single Offer", CEO / Chairman of SCADL's decision will be final.
18. Subject to Ahmedabad Jurisdiction.
19. SCADL reserves right for to cancel the whole procedure and in any dispute Chairman SCADL's decision will be final and binding.
20. Advision AMC is available in following business hours for helping Bidders for providing Induction Training for the usage of the eAuctioning System and related information:

ADVISION AMC
TF, 302, 303 & 304, SHYAMJI KRISHNA VARMA COMMERCIAL COMPLEX,
OPPOSITE NEW CLOTH MARKET, RAIPUR, AHMEDABAD, GUJARAT. 380 001
CONTACT: +91 79 22 14 44 14
EMAIL: CONTACT@ADVISIONAMC.COM

6 INSTRUCTION TO BIDDERS

6.1 About the License

Authority has decided to allot License rights of cluster of Advertisement slots on VMD LED Screens installed at various locations in Ahmedabad city. License Period shall commence from the Operations Date mentioned in the LoA.

LICENSE:

SR	Media UPIN No.	Location	W(M)	H(M)	LED Type
1	AMCSCLED20210002	Nehru Circle BRTS Towards Shivranjani	7.68	2.95	P10
2	AMCSCLED20210040	ISRO BRTS Stop	7.68	2.95	P8
3	AMCSCLED20210025	Behind BOB ATM BRTS of Iscon	7.68	2.95	P10
4	AMCSCLED20210001	Vastrapur Lake Gate	7.68	2.95	P10
5	AMCSCLED20210004	BRTS Nearby by Iscon Temple	7.68	2.95	P10
6	AMCSCLED20210041	ISCON to SP Ring Road Ambli Gam AMTS Stop Side 494	7.68	2.95	P8
7	AMCSCLED20210019	Nearby Hitachi Battery(B/H existing advertise board)	7.68	2.95	P10
8	AMCSCLED20210039	ONGC to Gandhinagar way on Vishant Circle Open Plot No,3, Board 496	7.68	2.95	P8
9	AMCSCLED20210036	Kagdapith Police Station 495	7.68	2.95	P8
10	AMCSCLED20210024	Outside South Zone AMC office	7.68	2.95	P8
11	AMCSCLED20210022	Pushpakunj Cross Road on Island	7.68	2.95	P8
12	AMCSCLED20210021	Kankaria Football Ground, Samarpan hall	7.68	2.95	P10
13	AMCSCLED20210007	Sardar Bridge -02 Event Centre elevated cross2)	7.68	2.95	P10
14	AMCSCLED20210008	Sardar Bridge -01 (Event Centre elevated cross 1)	7.68	2.95	P10
15	AMCSCLED20210009	Riverfront Flower Garden Cross road	7.68	2.95	P10
16	AMCSCLED20210013	River Front Park (Amul Parlour) Display/ 1 - Road Side VMD	7.68	2.95	P10
17	AMCSCLED20210014	River Front Park (Amul Parlour) Display/ 2- Middle VMD	7.68	2.95	P10
18	AMCSCLED20210015	River Front Park (Amul Parlour) Display/ 3 - River Side VMD	7.68	2.95	P10
19	AMCSCLED20210016	Nearby railway Bridge(Opp. Riverfront)	7.68	2.95	P10
20	AMCSCLED20210017	Near by Riverfront Footpath(End of Riverfront)/ Dafnala	7.68	2.95	P10
21	AMCSCLED20210026	Kakariya Gate 01	7.68	2.95	P10
22	AMCSCLED20210029	Kid City , Kakaria, Nr. Naginawadi Gate / No 7	7.68	2.95	P10
23	AMCSCLED20210030	Kakariya Gate 04	7.68	2.95	P10
24	AMCSCLED20210031	Kakariya Gate 03	7.68	2.95	P10

Due Diligence

Bidder shall specify the amount of License Fees that it proposes to pay to Authority for the above Ad License. Payment of License Fees shall have to be made upfront i.e. in advance for the entire license period. If the Successful Bidder does not pay the amount of License fees within the time period specified, then Authority may cancel the LOA at its sole discretion and award the License to the next best bidder.

The License shall come into force only if following conditions have been satisfied:

- 1) Security Deposit has been paid.
- 2) Agreement between Authority and Licensee incorporating all the terms of this tender and documenting the grant of License has been executed within the time stated by the Authority.
- 3) Quarterly License Fee for the License Period has been paid upfront within 15 days of LOA.

6.2 Due Diligence

Bidder is expected to examine all instructions, forms, terms and specifications in the tender. The Bid should be precise, complete and in the prescribed format as per the requirement(s) of the tender. Failure to furnish all information required by the tender or submission of a Bid not responsive to the tender in every respect will be at the Bidder's risk and may result in rejection of the Bid.

6.3 Cost of Bidding

Bidder shall bear all costs associated with the preparation and submission of its Bid and Authority will in no case be held responsible or be liable for these costs, regardless of the conduct or outcome of the Bidding Process.

6.4 Clarification to tender document/ Pre-bid Queries

In the event that any Bidder requires any clarification on the tender document, such Bidders are expected to send their queries to Authority before the pre-bid queries end date in the specified format as mentioned in Bid Summary of the tender document.

Nothing in this section shall be taken to mean or read as compelling or requiring Authority to respond to any questions or to provide any clarification to a query. Authority reserves the right to not respond to questions it perceives as non-relevant which may be raised by a Bidder or not to provide clarifications if Authority in its sole discretion considers that no reply is necessary. No extension of due date for submission of bids will be granted on the basis or grounds that Authority has not responded to any question or provided any clarification to a query.

6.5 Amendment of Tender Document

At any time before the due date for submission of bids, Authority may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender

document by amendment. Any amendments/ modifications to the tender document, which may become necessary for any reason, shall be through the issue of addendum(s) to the tender which shall set forth the said amendments/ modifications thereto. The addendum any shall be downloadable from the website www.advisionamc.com If required, in order to allow prospective bidders reasonable time in which to take the Addendum(s) into account in preparing their respective Bids, Authority reserves the right to extend the due date for the submission of bids. However no request from the prospective Bidder(s), shall be binding on Authority for the same.

6.6 Language of Bid

Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and Authority shall be written in English language only.

6.7 Bid Currencies

All prices quoted in the Bid and all amounts payable shall be in Indian National Rupee(s) (INR) only.

6.8 Last Date of Submission of Offer Price

The Offer Price must be updated online latest by the due date of submission of Bids specified in Bid Summary section.

6.9 Extension in Date of Submission of Offer Price

If the need so arises, Authority may, in its sole discretion, extend the due date for offer price submission by amending the tender documents in this behalf. In such event, all rights and obligations of Authority and Bidders previously subject to the earlier deadline will thereafter be subject to the deadline as extended.

6.10 Documents Constituting Tender

The Tender documents comprise the following and are to be read together:

- i) This tender document, and
- ii) Other documents constituting the tender and acceptance thereof and shall deem to include any amendments, modifications to the tender document or its constituent document.

6.11 Tender Submission Format

The Bidders are required to submit the bid as mentioned in the General Terms for eTendering and eAuctioning.

6.12 Rejection of Bid

- a) A Bid is likely to be rejected without any further correspondence, as nonresponsive, if:-
 - i. If Bidder is engaged in Fraudulent and Corrupt practices or provides false or misleading information in the tender with an intention perceived to be fraudulent
 - ii. If Bidder is under a declaration of ineligibility for corrupt and fraudulent practices or blacklisted or its contract is terminated on grounds of performance default by any entity owned or undertaken by the Government of India, any State Government, Local Self Government body or

any public sector undertaking, autonomous body, authority by whatever name called under the Central, the State Government or local self-Government body.

- b) Failure of any one (or more) of the conditions set forth herein above shall result in rejection of Bid.
- c) In addition to the foregoing, in the event a Bidder makes an effort to influence Authority in its decisions on Bid evaluation, bid comparison or selection of the Successful Bidder, it may result in rejection of such Bidder's Bid.

6.13 Contacting of Authority

Unless specifically requested by Authority for a clarification, no Bidder shall contact the Authority on any matter relating to its Bid, from the time of the Qualification Bid opening to the time the License Agreement is executed with the Successful Bidder/s.

6.14 Acceptance of Tender

Authority shall accept a tender which will be the best suited in terms Price Bid of all bidders. The decision of the Authority shall be final and binding. The Authority also reserves the rights without any kind of liability.

6.15 Fraudulent or corrupt Practices by the Bidder

Authority will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. Authority will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by Smart City Ahmedabad Development Limited if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contract, or during execution.

- i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
- ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

6.16 EMD

Bid submitted in response to the tender document shall be accompanied by a EMD as specified in Bid Summary of this tender document.

- 1) EMD furnished by the successful bidder shall be adjusted to the payment of License Fees.
- 2) Bids not accompanied with requisite EMD shall be summarily rejected.
- 3) The EMD shall be returned to the bidder –
 - i. Whose bids have not been accepted by the Authority.

- ii. EMD shall be returned to all the bidders who lost the auction in real time bidding.

EMD shall have to be forfeited by the bidder in the following situations:

- 1) In the event of bidder demanding transfer of advertisement rights before acceptance of offer or after acceptance of offer.
- 2) In case of revision and/ or modification of terms of bid or withdrawal of bid during the validity period.
- 3) If the Security Deposit is not deposited within stipulated time period.
- 4) If the Agreement is not executed at the time stated by the Authority, even though Security Deposit has been paid. (In this case, both EMD and Security Deposit will be forfeited and LOA will be cancelled).
- 5) In the event that the bidder, after the issue of communication of acceptance of his bid by the Authority, fails/ refuses to execute work as herein, the bidder shall be deemed to have abandoned the work/ License and such an act shall amount to and be construed as the bidder calculated and willful breach of contract, the cost and consequences of which shall be to the sole account of the bidder and in such an event the Authority shall have full right to claim damages thereof in addition to the forfeiture of the EMD deposited in terms of this bid documents.
- 6) In case of fraudulent or corrupt practices.

6.17 Security Deposit

- 1) The Licensee shall, for due and punctual performance of its obligations during the License Period, deliver to the Authority from a Nationalized Bank, an unconditional and irrevocable Bank Guarantee in the format given in Annexure 3 of this tender document. (No Co-operative Banks Allowed for providing Bank Guarantee)
- 2) The amount of Security Deposit, validity, payment and other specifications shall be as per Bid Summary of this document.
- 3) Security Deposit shall not bear any interest and Licensee shall not have any claim on the interest on Security Deposit.
- 4) Provided that if the License is terminated due to any Event of Default other than the Licensee's Event of Default, the Security Deposit, shall, subject to the Authority's right to receive amounts, if any, due from the Licensee under this Agreement, be duly discharged and released to the Licensee.
- 5) Security Deposit shall be returned to the Licensee after it vacates all the advertisement space/ display installations at the end of the License Period or in case of early termination of contract.

Encashment Notice

The Authority shall be entitled to encash the Security Deposit fully or partially as the case may be, through a notice of 30 days (“Encashment Notice”) under the following circumstances:

- i) Non Payment of any dues by the Licensee to the Authority as required to be paid under this contract including License Fees and Damages as provided.
- ii) An Event of Default not being remedied by the Licensee despite Notice as provided in this tender document.
- iii) Non removal of advertisements/ Failure to vacate the advertisement within the time given for the same by the Authority.

Fresh Security Deposit

In the event of the encashment of the Security Deposit by the Authority pursuant to Encashment Notice issued, the Licensee shall within 10 (ten) days of the Encashment Notice, furnish Fresh Security Deposit to the Authority, failing which the Authority shall be entitled to terminate the Contract considering it as an Event of Default on part of the Licensee.

Security Deposit shall be forfeited in following situations:

- 1) If the Licensee is found guilty of not following any of tender terms and conditions and does not remedy the breach within the time given by the Authority.
- 2) If the Licensee fails to pay any damages, if any, applied on him for breach of performance obligations or scope of work.
- 3) If the License Agreement is terminated in event of Licensee’s Default.
- 4) If the Licensee wants to terminate the contract.

6.18 No Consortium

No joint venture or consortium is permitted to bid. Bids have to be by single registered entities only. Bid by Consortium shall be outright rejected.

7 GENERAL TENDER CONDITIONS

7.1 Letter of Allotment & Agreement

As the first step for the award of tender, Authority will issue the preferred Bidder a Letter of Allotment. This letter will refer to the proposal and confirm its acceptance. The parties agree to enter into an agreement in due course which shall consist of the tender terms and conditions as mutually agreed between the two parties. Authority reserves the right to incorporate such terms and conditions in the Agreement in addition to those in this tender, which is deemed to be necessary by it and which do not

materially affect the cost and revenues of the Licensee. The Agreement will constitute a contract shall between the Authority and the Licensee under the Indian Contracts Act, 1872.

7.2 Payment and Consideration

- 1) Bidder is required to quote upfront License fees in the format of Price Bid given in this tender in consideration of Authority granting exclusive advertising rights.
- 2) License Fees shall not be subject to any variation, labor condition and fluctuation in fares, taxes and any condition whatsoever.
- 3) Quarterly Advance License Fees shall be paid in advance, payment not made by due date shall attract one time penalty of 25% on quarterly due amount. If license holder fails to pay the said amount after 15th day of the lapsed due date, the license(s) shall deemed to be cancelled and performance security shall be forfeited. Thereafter H2 Bidder shall be given opportunity to match the price within (within 7 days of such cancellation) or fresh auctioned will be conducted.
- 4) Whenever any claim arises against the Licensee for payment of sum of money out of or under the License, Authority shall be entitled to recover such sums or any other sum then due or which at any time may become due from the Licensee under this or any other Contract from Security Deposit with the Authority. Should this sum be not sufficient to cover the recoverable amount, Licensee shall pay to the Authority on demand the balance remaining due.
- 5) Licensee shall have to bear all expenditure related to the License like those to be incurred for providing staff, daily consumables fulfill all the mandatory and statutory/ requirements, etc.

7.3 Advertisement Rights

- 1) Licensee is granted the rights of display of advertisements slots on VMD LEDs installed at the places designated in Price Bid of this tender. Advertisements have to be incorporated and uploaded as instructed by SCADL
- 2) Ads content should be made with minimum use of white color and with high brightness.
- 3) In case of natural disaster no compensation will be provided. SCADL is committed for minimum 90% uptime and shall not be liable for any rebate in License Fees / compensation to the Licensee for non display of advertisement of any VMD LED Screen allotted to it during the repair time of that element or any other reason. Any uncontrolled event in access of 15 continues days where advertisements are not displayed SCADL reserves right to consider rebate of license fees.
- 4) Irrespective of anything contained in this tender document, Authority has the full right to make the Licensee remove any ad that is not found up to its expectations at any time during the License Period.
- 5) Advertisement rights granted to the Licensee is subject to the following conditions:
 - a) The content of the advertisement shall maintain standards of decency and uphold public morals. Authority shall reserve the right to prohibit any advertisement in which it finds having objectionable content.
 - b) Any objectionable creative published with explicit, politically misleading content, then it must be sole responsibility of the licensee. Any damages driven out of such incident will be licensee's

responsibilities. SCADL shall not be responsible of any consequences and SCADL's decision shall be final and abiding.

- c) Advertising should not adversely impact upon the safety and functioning of a road, walkway, junction, any other public passage, people and/or assets.
- d) Advertising does not obscure or conflict with traffic signals, informational and directional signs or street signs.
- e) All national/ state local level rules and norms in terms of products, themes, content and mode of display would continue to apply.
- f) The colours and visual graphics of the advertisement must never compete with or subdue the identity of SCADL.
- g) No Advertisement or display that is on the negative content hereunder shall be allowed to be displayed irrespective of the time of the day and scale of the advertisement. Such list is mentioned below:
 - (i) Advertisement banned by the Advertisement Council of India or by law.
 - (ii) Advertisements of goods or services which are prohibited by any law or whose advertisements prohibited by any law.
 - (iii) Advertisements of any kind of prohibited drugs, hard drinks (Alcohol) and all kind of tobacco products for smoking.
 - (iv) Advertisements containing pornographic contents and/ or an "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986.
 - (v) Advertisements containing sexual overtone and/ or nudity.
 - (vi) Advertisements glorifying exploitation of women or child.
 - (vii) Advertisements showing violence and cruelty to either human being or any kind of organism.
 - (viii) Advertisements showing racial abuse to any caste or community or propagating ethnic differences.
 - (ix) Advertisements related to Political parties during election code of conduct or any misleading political propaganda.
 - (x) Advertisements related with lottery tickets, sweepstakes entries and slot machines.
 - (xi) Any animated, laser, moving or blinking displays.
 - (xii) Any advertisement not found appropriate by the Authority.

7.4 Surrender of License

If Licensee wants to surrender the License (i.e. terminate the License Agreement) then it will be allowed to do so after giving one months' notice. However, Security Deposit of the Licensee will stand forfeited and unused License Fee for the remaining period will not be refunded. Part surrender of License will not be accepted and termination will be considered for entire License awarded to Licensee. On termination by Authority or surrender of License by the Licensee, all advertisements will be removed within seven

(7) days of issue of acceptance of surrender. This clause applies to any additional advertisement space offered and accepted, if any.

7.5 Change Management Procedure

Any change having technical or commercial implications will have to be mutually agreed upon by both the parties in advance, prior to making the change. In case of situations where the impact is not dependent on one or both parties' agreement, the revised commercials will be effective from the date of impact.

For avoidance of doubt, the parties expressly agree that if structure is removed for reasons beyond control SCADL reserves right to rebate the license fees for impact period.

7.6 Dispute Resolution Procedure

In the event of a dispute or difference of any nature whatsoever between Licensee and Authority during the course of the License, the same shall be attempted to be resolved amicably by the two parties failing which it shall be referred to Chairman SCADL. The decision of the Chairman SCADL shall be final in all matters.

7.7 Event of Default and Termination

7.7.1 Event of Default

Event of Default means the Licensee Event of Default or the Authority Event of Default or both as the context may admit or require.

1. Licensee Event of Default

Any of the following events shall constitute an event of default by the Licensee (each a "Licensee Event of Default") or a Force Majeure Event;

- 1) There is repeated violation of the terms of design and advertisement placement by the licensee and the same is not remedied by the licensee despite reasonable notice
- 2) Any representation made or warranties given/ made by the Licensee under this tender/ License are false or misleading.
- 3) Licensee fails to make payment of License Fee and Security Deposit within 15 days of the Letter of Allotment.
- 4) Security Deposit has been encashed and appropriated by the Authority and the Licensee fails to replenish or provide fresh Security Deposit within the period stipulated by it.
- 5) Licensee has failed to make any payment to Authority within the period specified by the Authority/ as mentioned in this tender.
- 6) Licensee shows negligence of duties under the Contract.
- 7) The transfer, pursuant to law of either (a) the rights and/or obligations of the Licensee under any of the Project Agreements, or (b) all or material part of the Licensee except where such transfer in the reasonable opinion of Authority does not affect the ability of the Licensee to perform, and the Licensee has the financial and technical capability to perform, its material obligations under the Project Agreements.

- 8) A resolution is passed by the shareholders of the Licensee Company for the voluntary winding up of the Licensee Company.
- 9) In case of cartel by bidder it will be treated as mal practice and will be disqualified from any other such Advertisement License Tenders of Ahmedabad Municipal Corporation.
- 10) Any petition for winding up of the Licensee firm/ company is admitted by a court of competent jurisdiction or the Licensee is ordered to be wound up by Court except for the purpose of amalgamation or reconstruction, provided that, as part of such amalgamation or reconstruction, the property, assets and undertaking of the Licensee are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Licensee under the Contract, and provided that:
 - a) the amalgamated or reconstructed entity has the technical capability and operating experience necessary for the performance of its obligations under the Contract.
 - b) the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Licensee and has a credit worthiness at least as good as that of the Licensee as at date of LOA; and
 - c) Each of the Contracts remains in full force and effect.
- 11) Licensee suspends or abandons its operations without the prior consent of Authority, provided that the Licensee shall be deemed not to have suspended/ abandoned operation if such suspension/ abandonment was as a result of Force Majeure Event and is only for the period such Force Majeure is continuing.
- 12) Licensee repudiates the terms of License or otherwise evidences an intention not to be bound by this Tender.
- 13) Licensee is otherwise in Material Breach of the License or commits a default in complying with any other provision including those of this Tender.

7.7.2 Termination due to Event of Default and Termination Payment

a) Termination for Licensee Event of Default

- 1) Without prejudice to any other right or remedy which Authority may have in respect thereof under this Tender, upon the occurrence of a Licensee Event of Default, Authority shall, subject to the provisions of License, be entitled to terminate this License Agreement by issuing a Termination Notice of 30 days to the Licensee, provided that before issuing the Termination Notice, Authority shall by a notice in writing inform the Licensee of its intention to issue the Termination Notice (the "Preliminary Notice"). In case the underlying breach/default is not cured within a period of 7 (seven) days from the date of the Preliminary Notice (Cure Period) Authority shall be entitled, to terminate this License Agreement by issuing the Termination Notice. Provided further, that-
 - i) if the default is not cured within 7 (seven) days of the Preliminary Notice, Authority shall be entitled to encash the Security Deposit with a notice to the Licensee (Encashment Notice),
 - ii) if the default is not cured within 7 (seven) days of the Encashment Notice and a fresh Security Deposit is not furnished within the same period, Authority shall be entitled to issue the Termination Notice.
 - iii) Upon Termination the Authority shall be entitled for any legal remedies for compensation as may be prescribed by law.

7.7.3 Rights of Authority on Termination

Upon Termination of this License Agreement for any reason whatsoever, Authority shall have the power and authority to:

- 1) Retain possession and control of all assets used in advertisements in fully operational condition;
- 2) Appoint another party or Licensee that may carry of the remaining obligations of the Licensee.

7.7.4 Termination Payments

Notwithstanding anything to the contrary contained in this tender document, upon termination of the License, Licensee shall not be entitled for any Termination Payment from the Authority.

7.8 Indemnity

Licensee shall at all times, i.e. during the subsistence of Licensee and at any time thereafter, defend, indemnify and hold Authority harmless from and against all claims (including without limitation claims for breach of contract, death or injury to person or injury to property, or other tort claims), all suits, proceedings, actions, claims, demands, liabilities and damages which the Authority or Authority indemnified persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims including third party claims and expenses (including court costs) arising out of or relating to the breach by Licensee of any covenant representation or warranty or from any act or omission of the Licensee or his agents, employees or sub-Service Providers.

7.9 Force Majeure

Should either Party be prevented from performing any of its responsibilities (as detailed in this tender) by reason caused by an Act of God or any cause beyond its reasonable control including but not limited to work stoppages, fires, riots, terrorist strikes, accidents, explosions, floods, cyclones, storms wars, revolutions, acts of public enemies, blockages, embargos any laws, orders, proclamations, ordinances, demands or requirements for any government or authority or representative of any such government including restrictive trade practices or regulations strikes, shutdowns, labor disputes which are not instigated for the purpose of avoiding obligations herein failures and/or fluctuations in electric power the time for performance shall be extended until the operation or such cause has ceased, provided the party affected gives prompt notice to the other of any such factors or inability to perform, resumes performance as soon as such factors disappear or are circumvented. Under this clause, if either party is excused performance of any obligation for a continuous period of thirty (30) days, the two parties shall by mutual consultation decide about the further implementation of the License, and in event of the non agreement in this regard, the Authority reserves the right to terminate the License. However, the aforementioned reasons do not include lack of personnel and non-performance of third parties hired. Licensee shall not be entitled to any payment form the Authority in case of Force Majeure, including termination of License Agreement due to Force Majeure.

7.10 Independent Contractor

Bidder shall be deemed to be acting as an independent Licensee of Authority and shall not be deemed an agent, legal representative, joint venture or partner of Authority. Neither party is authorized to bind the other to any obligation, affirmation or commitment with respect to any other person or entity.

7.11 No Assignment

Neither party shall assign or transfer all or any of its obligations under this Arrangement including any Statement of Work to any person without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

7.12 Conflict of Interest

Bidder shall furnish an affirmative statement as to the existence of, or potential for conflict of interest on the part of the Bidder or any prospective subcontractor due to prior, current contracts, engagements, or affiliations with Authority. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Bidder to complete the requirements as given in this tender.

7.13 Authority's right to accept any proposal and to reject any proposal

Authority reserves the right to accept or reject any proposal, and to annul the bidding process and reject all proposals at any time prior to award of License, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Authority's action.

7.14 Failure to agree with the terms and conditions

Failure of the successful bidder to agree with the terms and conditions of the tender shall constitute sufficient grounds for the annulment of the award, in which event Authority may award the License to the H2 if he matched H1 value of Bidding or call for new proposals.

7.15 Severability and Waiver

If any provision of this tender, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this tender or the remainder of the provisions in question which shall remain in full force and effect. The relevant parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision. No failure to exercise or enforce and no delay in exercising or enforcing on the part of either party to this tender of any right, remedy or provision of this tender shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision.

7.16 REPRESENTATIONS AND WARRANTIES, DISCLAIMER,

7.16.1 Representations and Warranties of the Licensee

Licensee represents and warrants to Authority that:

- 1) it is duly organized, validly existing and in good standing under the laws of India;
- 2) it has full power and authority to execute, deliver and perform its obligations under this tender and to carry out the transactions contemplated hereby;
- 3) it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this tender;
- 4) it has the financial standing and capacity to undertake the activities as per this License;
- 5) this tender constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- 6) it is subject to civil and commercial laws of India with respect to this and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- 7) the execution, delivery and performance of the contract will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Licensee's Memorandum and Articles of Association or with any Applicable Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- 8) there are no actions, suits, proceedings, or investigations pending or, to the Licensee's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Licensee under this License or which individually or in the aggregate may result in any Material Adverse Effect;
- 9) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may result in any material adverse effect or impairment of the Licensee's ability to perform its obligations and duties under this License;
- 10) it has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other Civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;
- 11) no representation or warranty by the Licensee contained herein or in any other document furnished by it to Authority or to any Government Agency in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and
- 12) no sums, in cash or kind, have been paid or will be paid, by or on behalf of the Licensee, to any person by way of fees, commission or otherwise for securing the License or entering into the Contract or for influencing or attempting to influence any officer or employee of Authority in connection therewith.

7.16.2 Disclaimer

- 1) Without prejudice to any express provision contained in this tender, the Licensee acknowledges that prior to the execution of the License, the Licensee has after a complete and careful examination

made an independent evaluation of the specifications, site and all the information provided by Authority, and has determined to its satisfaction the nature and extent of such difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder.

- 2) Licensee further acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in (1) above and hereby confirms that Authority shall not be liable for the same in any manner whatsoever to the Licensee.

7.16.3 Representations and Warranties of Authority

Authority represents and warrants to the Licensee that:

- 1) Authority has full power and authority to grant the License;
- 2) Authority has taken all necessary action to authorize the execution, delivery and performance of the License;
- 3) This tender constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof.

7.16.4 Governing Law and Jurisdiction

This tender shall be construed and interpreted in accordance with and governed by the laws of India and the Courts at Ahmedabad, India shall have jurisdiction over all matters arising out of or relating to this tender.

7.16.5 Survival

Termination of the License (a) shall not relieve the Licensee or Authority of any obligations hereunder which expressly or by implication survives Termination hereof, and (b) except as otherwise provided in any provision of this tender expressly limiting the liability of either party, shall not relieve either party of any obligations or liabilities for loss or damage to the other party arising out of or caused by acts or omissions of such party prior to the effectiveness of such Termination or arising out of such Termination.

7.16.6 No Partnership

Nothing contained in this tender shall be construed or interpreted as constituting a partnership between the two parties. Neither party shall have any authority to bind the other in any manner whatsoever.

7.17 Miscellaneous

7.17.1 Notices

Unless otherwise stated, notices to be given under this tender including but not limited to a notice of waiver of any term, breach of any term of this tender and notice of termination of this License, shall be in writing and shall be given by hand delivery, recognized courier, mail or facsimile transmission and delivered or transmitted to the parties at their respective addresses set forth below:

If to the Authority:

General Manager (Admin)
SMART CITY AHMEDABAD DEVELOPMENT LIMITED,
Command Control Centre,

Paldi, Ahmedabad
Telephone no. 079 26587890

If to the Licensee:

Telephone no. _____

Fax No. _____

Or such address, facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered:

- 1) In the case of any communication made by letter, when delivered by hand, by recognized courier or by mail (registered, return receipt requested) at the address, and
- 2) In the case of any communication made by facsimile, when transmitted properly addressed to such facsimile number.

7.17.2 Language

All notices required to be given under the License Agreement and all communications, documentation and proceedings which are in any way relevant to the License Agreement shall be in writing in Hindi/Gujarati/English language.

7.17.3 Ownership and Protection of Property

- 1) Authority shall retain the title and ownership of any site allotted by Authority to Licensee for purposes of carrying out Licensee's obligations in relation to this Project. Such title and ownership of Authority of any such site shall not pass to Licensee.
- 2) SCADL shall remain exclusive owner of all the assets and protect the property.

Annexure I: Format of Agreement

Draft Agreement for.....

1. PRELIMINARY

THIS AGREEMENT is entered into on the _____ day of _____, 20_____

BETWEEN

SMART CITY AHMEDABAD DEVELOPMENT LIMITED (the Authority), a company incorporated under the provisions of the Companies Act, 1956, and having its registered office at Ahmedabad Municipal Corporation, Command Control Centre, Paldi, Ahmedabad-380007 (hereinafter referred to as "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part;

AND

_____, company/firm incorporated under the provisions of the Companies Act, 1956 in India and having its registered office at _____ (hereinafter referred to as the "Licensee" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the Other Part.

WHEREAS:

- A. Authority has been entrusted the task of implementing the Smart City projects in phases in the city of Ahmedabad.
- B. Authority has decided to give License of Advertisement Rights of Ad Slots on VMD LEDs installed in Ahmedabad City.
- C. Authority had accordingly invited proposals by its tender document for Selection of a Licensee for grant of advertisement Rights in
- D. After evaluation of the bids received, Authority accepted the bid of the Licensee and issued its Letter of Allotment No. dated (hereinafter called the "LOA") to the above referred Entity, requiring, inter alia, the execution of this Agreement.
- E. Authority has accordingly agreed to enter into this Agreement with the Licensee for the execution

of his rights and responsibilities, subject to and on the terms and conditions set forth in the tender, addendum and this agreement.

NOW THEREFORE in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement and the Tender alongwith Addendum and Corrigendum, if any, the sufficiency and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

2. MEANING OF AGREEMENT

As the first step for the assignment of the License after the evaluation of Tender and determination of the preferred bidder, the Authority had issued the Licensee an LOA as referred above. This letter referred to the proposal and confirmed its acceptance. The parties agreed to enter into this Agreement that consists of the Project Terms and Conditions- as mutually agreed between the parties. This Agreement shall constitute a contract between the Authority and the Licensee under the Indian Contracts Act, 1872. The Agreement shall clearly and expressly constitute the following:

This main body of the Agreement

- a) The Tender issued by the Authority in referred above with name and style of <Name of the Tender, including any amendments, addendums or modifications thereon.
- b) The Letter of Agreement (LOA) referred above.

3. GRANT OF LICENSE

License has been granted for Advertisement Rights for the following:

License Period of 3 years of Advertisement Rights of Ad Slots on VMD LED Screens.

4. LICENSE FEES

License Fees as quoted by the Licensee in its Price Bid and as approved by the Authority is as follows:

Advance payment of each quarter.

5. OPERATIONS DATE

The period of License shall begin from the date

6. MISCELLANEOUS

5.1 Notices

Unless otherwise stated, notices to be given under this Agreement and the Tender including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognized courier, mail or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to **Authority:**

General Manager (Admin)
SMART CITY AHMEDABAD DEVELOPMENT LIMITED.
Command Control Centre,
Paldi, Ahmedabad -380007
Telephone No. 079 26587890
Fax No. _____

If to the **Licensee**:

Telephone No. _____
Fax No. _____

Or such address, facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered:

- A. In the case of any communication made by letter, when delivered by hand, by recognized courier or by mail (registered, return receipt requested) at the address, and
- B. In the case of any communication made by facsimile, when transmitted properly addressed to such facsimile number.

5.2 Language

All notices required to be given under his Agreement and all communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing in Hindi/Gujarati/English language.

5.3 Counterparts

This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall together constitute one and only the Agreement.

IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN. SIGNED SEALED AND DELIVERED:

SIGNED, SEALED AND DELIVERED

For and on behalf of the **Authority** by:

(Signature)

CEO

SMART CITY AHMEDABAD DEVELOPMENT LIMITED. (SCADL)

Command Control Centre,

Paldi, Ahmedabad -380007.

Telephone No. 079 26587890

SIGNED, SEALED AND DELIVERED

For and on behalf of the **Licensee** by:

(Signature)

(Name)

(Designation)

(Address)

Telephone No. _____

Fax No. _____

Annexure II - LED Technical Specifications

Display Boards Type 1 : P10

S/N	Parameter	Specification
1.	LED Type	DIP
2.	Best Viewing Distance(m)	> 10 Meter
3.	Pixel Pitch	10 mm
4.	Pixel Density	10000 Dots/m ²
5.	Brightness	>= 7000 cd/m ² (Adjustable) or better
6.	Refresh Frequency	>= 1000 Hz (Adjustable)
7.	MTBF	> 10,000 Hours
8.	Max Power Consumption	600 Watt/ m2
9.	Average Power Consumption	200 Watt/ m2
10.	Viewing Angle	120° Horizontally & 45°Vertically
11.	Color	More than 16.7 million @ 16 bit Processing depth
12.	Color Temperature	R.G.B brightness 256 level adjustable
13.	IP Rating	IP 65 Front & IP 54 Rear
14.	Life Span	> 100000 Hours (After that 50 % Illumination)
15.	Operating Temperature	0 ° C to 55° C
16.	Operating Humidity	10 % RH to 90% RH
17.	OS Platform	Windows 7/ 10
18.	Communication Interface	RJ45

Display Boards Type 2: P8

S/N	Parameter	Specification
1.	LED Type	SMD
2.	Best Viewing Distance(m)	> 10 Meter
4.	Pixel Density	>15000 Dots/m ²
5.	Brightness	>= 6000 cd/m ² (Adjustable) or better
6.	Refresh Frequency	>= 1000 Hz (Adjustable)
7.	MTBF	> 10,000 Hours
8.	Max Power Consumption	800 Watt/ m2
9.	Average Power Consumption	260 Watt/ m2
10.	Viewing Angle	140° Horizontally & 45°Vertically
11.	Color	>=68 Billion @ 16 bit Processing depth
12.	Color Temperature	R.G.B brightness 256 level adjustable
13.	IP Rating	IP 65 Front & IP 54 Rear
14.	Life Span	> 100000 Hours (After that 50 % Illumination)
15.	Operating Temperature	0 ° C to 55° C
16.	Operating Humidity	10 % RH to 90% RH
17.	OS Platform	Windows 7/ 10
18.	Communication Interface	RJ45

More details of Location including media gallery is available on website.

Annexure III - Bank Guarantee

To:

Smart City Ahmedabad Development Limited
Command Control Centre, Paldi,
Ahmedabad- 380 007

WHEREAS [Name of the Bidder], a firm situated at [Address of the Bidder] (Hereinafter called "the Licensee") has undertaken, in pursuance of License No. _____ to execute "Advertisement Rights of Advertisement Slots on VMD LEDs for the period of 3 years" (Hereinafter called "the License");

AND WHEREAS it has been stipulated by you in the said License that the Licensee shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with Contract; AND WHEREAS we have agreed to give Licensee such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Licensee, up to a total of Rs. _____ [Rupees _____] such sum being payable in the types and proportions of currencies in which the License Fees is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Rs. _____ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from Licensee before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the License or of the Works to be performed there under or of any of the documents which may be made between you and the Licensee shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the date _____

Signature and Name of the guarantor: _____

Name of Bank: _____

Address: _____

Date: _____

¹ An amount is to be inserted by the Guarantor, representing the percentage of the Bid Value as stipulated in the Tender.