



**RFP for the Advertisement Rights of Ad Slots on Digital
Outdoor Media Boards will be installed on a Design, Build,
Operate and Transfer basis on a Revenue Sharing model**

July, 2024

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

RFP for the Advertisement Rights of Ad Slots on Digital Outdoor Media Boards will be installed on a Design, Build, Operate and Transfer basis on a Revenue Sharing model across Ahmedabad City.

SCADL seeks duly interested qualified Advertising Agencies for granting advertisement rights for Advertisement rights for 75 VMD LEDs, 50 Digital Flagpoles, 4 Skyhigh Vertical Digiboards, 2 Digital Video Walls and 2 Curved Digital Boards. i.e. AMCADVSC2425V069 Advertisement Rights of ad slots of Digital Media Boards to be installed across Ahmedabad city on revenue sharing model. Interested Parties may download tender document from www.advisionamc.com from 24/07/2024 to 12/08/2024 and submit it online as specified by 17:00 hrs, Date: 24.07.2024.

General Manager – (Tech)- 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.	AMCADVSC2425V069
3	Name of Work	RFP for the Advertisement Rights of Ad Slots on Digital Outdoor Media Boards will be installed on a Design, Build, Operate and Transfer basis on a Revenue Sharing model across Ahmedabad City.
4	Period of License	7 Years (3 Years Extendable)
5	Upset Price for Revenue Sharing (RS) %	31% in every quarter
6	License Fee Payment Cycle	Quarterly
7	Earnest Money Deposit (EMD)	Rs.10,00,000 (Rupees Ten Lakh)
8	Minimum Incremental Value in the multiple of	1% (One Percentage)
9	Performance Security	Rs.3,00,00,000 (Rupees Three Crore)
10	Pre-bid Queries	Bidders are required to send their pre-bid queries to email at contact@advisionamc.com and smartcity@ahmedabadcity.gov.in in PDF format on or before 31/07/2024 by 4.00 PM.
11	Last date and time for one-time Registration of Bidders	09/08/2024 18:00 HRS
12	End date of online e-Tender cum e-Auction offer submission. (For Online Submission Financial Bid with EMD)	End Date: 12/08/2024 17:00 HRS
13	Time limit and contact details to receive information of e-tender cum e-auction process and other Tender information	Up to 10/08/2024 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	Real-time Bidding Date and Time.	11:00 AM to 11:20AM 14/08/2024

ADVERTISEMENT LICENSE SNAPSHOT

Key Points:

1. Media Formats: a) Unipole VMD LED-75 Nos., 2) Digital Flagpoles-50 Nos., 3) Sky-high Vertical Digiboards-, 4 Nos, Digital Video Walls – 2 Nos. and 5) Curved Digital Boards – 2 Nos.
2. License Period Start Date: License Fees will be calculated on pro-rata basis based on operationalization of the Digital Board(s)

Key Terms	Description
Revenue Share	<ul style="list-style-type: none">• For the purposes of calculation of Revenue Share, Gross Revenue from sales of Advertisement Slots earned by the Licensee from the Advertising Rights under these tender terms shall be considered
Performance Security	<ul style="list-style-type: none">• Interest Free Performance Security to be furnished for an amount Rs.3,00,00,000 for a validity of 12 months• Performance Security can be furnished in the form of a Demand Draft or Bankers Cheque or Bank Guarantee (BG)• The Licensee shall, 2 weeks prior to the expiry of the Performance Security, extend it by 12 months• The Authority has the right to invoke the Performance Security in case of Event of Default or other such situations as described under various sections in this RFP
Payment Terms	<ul style="list-style-type: none">• License Fee payable quarterly after Revenue Share Invoice is shared.• License Fee shall be calculated as follows -<ul style="list-style-type: none">○ Revenue Share determined basis the actual quarterly revenue realized by the Licensee for the quarter• Invoice shall be raised as per the revenue generated from operational VMDs during the quarter. Invoice shall be generated after 15 Days of the end of the quarter and Licensee has to pay the License Fees within 15 Days of Invoice Generation• Utility charges for electricity and if feasible data to be billed on actuals on a monthly basis payable within the prescribed due date. The rate charged to the Licensee would be at a rate which the electricity distribution company would levy on such a customer.

Table of Contents

1	PREAMBLE.....	8
2	DEFINITIONS.....	9
3	INTERPRETATION.....	11
4	BID SUMMARY.....	12
5	GENERAL TERMS FOR EAUCTIONING AND ETENDERING:	16
6	INSTRUCTION TO BIDDERS	18
6.1	ABOUT THE LICENSE	18
6.2	DUE DILIGENCE	17
6.3	COST OF BIDDING	17
6.4	CLARIFICATION TO TENDER DOCUMENT/ PRE-BID MEETING	17
6.5	AMENDMENT OF BIDDING DOCUMENTS	18
6.6	LANGUAGE OF BID	18
6.7	BID CURRENCIES	18
6.8	LAST DATE OF SUBMISSION OF BID	18
6.9	EXTENSION IN DATE OF SUBMISSION OF BID	19
6.10	DOCUMENTS CONSTITUTING TENDER	19
6.11	TENDER SUBMISSION FORMAT	20
6.12	REJECTION OF BID	20
6.13	CONTACTING OF AUTHORITY	20
6.14	ACCEPTANCE OF TENDER	20
6.15	FRAUDULENT OR CORRUPT PRACTICES BY THE BIDDER	20
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	21
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.	21
6.16	EMD	21
6.17	SECURITY DEPOSIT	22
6.18	NO CONSORTIUM	23
7	GENERAL TENDER CONDITIONS.....	23
7.1	LETTER OF ALLOTMENT & AGREEMENT	23
7.2	PAYMENT AND CONSIDERATION	23



7.3	ADVERTISEMENT RIGHTS	24
7.4	SURRENDER OF LICENSE	26
7.5	CHANGE MANAGEMENT PROCEDURE	26
7.6	DISPUTE RESOLUTION PROCEDURE	26
7.7	EVENT OF DEFAULT AND TERMINATION	26
7.7.1	EVENT OF DEFAULT	26
7.7.2	TERMINATION DUE TO EVENT OF DEFAULT AND TERMINATION PAYMENT	28
7.7.3	RIGHTS OF AUTHORITY ON TERMINATION	30
7.7.4	TERMINATION PAYMENTS	30
7.8	INDEMNITY	28
7.9	FORCE MAJEURE	29
7.10	INDEPENDENT CONTRACTOR	29
7.11	NO ASSIGNMENT	29
7.12	CONFLICT OF INTEREST	30
7.13	AUTHORITY'S RIGHT TO ACCEPT ANY PROPOSAL AND TO REJECT ANY PROPOSAL	30
7.14	FAILURE TO AGREE WITH THE TERMS AND CONDITIONS	30
7.15	SEVERABILITY AND WAIVER	30
7.16	REPRESENTATIONS AND WARRANTIES, DISCLAIMER,	30
7.16.1	REPRESENTATIONS AND WARRANTIES OF THE LICENSEE	30
7.16.2	DISCLAIMER	31
7.16.3	REPRESENTATIONS AND WARRANTIES OF AUTHORITY	32
7.16.4	GOVERNING LAW AND JURISDICTION	32
7.16.5	SURVIVAL	32
7.16.6	NO PARTNERSHIP	32
7.17	MISCELLANEOUS	32
7.17.1	NOTICES	32
7.17.2	LANGUAGE	33
7.17.3	OWNERSHIP AND PROTECTION OF PROPERTY	33

List of Annexures

Annexure I – Format of Agreement

Annexure II – Bank Guarantee Format

Annexure III – CA Certificate

1 PREAMBLE

SMART CITY AHMEDABAD DEVELOPMENT LIMITED (SCADL) (hereinafter called the Authority) invites price bids from interested bidders for granting advertisement rights for Advertisement rights for 75 VMD LEDs, 50 Digital Flagpoles, 4 Skyhigh Vertical Digiboards, 2 Digital Video Walls and 2 Curved Digital Boards. i.e. AMCADVSC2425V069 Advertisement Rights of ad slots of Digital Media Boards to be installed across Ahmedabad city on revenue sharing model.

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 15 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 for grant of Advertisement rights for 75 VMD LEDs, 50 Digital Flagpoles, 4 Skyhigh Vertical Digiboards, 2 Digital Video Walls and 2 Curved Digital Boards.
2.	Advertisement sites	Digital LED Screens: Advertisement Rights for Ad Slots available on cluster of Digital LED Screens at potential locations. Bidder is required to quote revenue share percentage for the license period. From Real Time Bidding Highest bidder shall emerge winner to grant the license for the winning the license. The Advertisement Locations will be mutually finalized from the potential area.
3.	License Period	License period shall be of 7 years commencing from the Allotment Period mentioned in the Letter of Allotment (LoA). Extendable upto three more years with the discretion of SCADL.
4.	License Fee	Payment of Licensee Fees for to be paid on Quarterly as per the Invoices shared after 15 Days of end of the quarter and as per the Financial Year Demand adjustment in 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. Such payments to be made on quarterly basis. 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 and should submit the required documents as mentioned in the tender document.

Sr. No.	Key Information	Details
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 is to be paid as mentioned in General Terms for eAuctioning and eTendering.
9.	Pre-bid meeting Queries	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 31.07.2024 by 4.00 PM.
10.	Electricity, Broadband & Connectivity and Maintenance Charges of Digital Boards	With the installation of VMDs, Operations & Maintenance (O&M) Charges, Electricity Charges & Internet Connectivity Charges to be borne by the Licensee.
11.	Slots Management & Broadcasting SOP & Use of the CMS	Licensee can decide frequency and loop of the Slots. In general practice, 10 Slots of 15 seconds each should run in a loop on a VMDs. Out of which 1 Slot will be reserved for SCADL. Licensee has right to manage the slots and loops as per the business requirement time to 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.	Performance Security	After winning the e-Auction, bidder shall have to submit Rs.3,00,00,000 as performance security deposit within 15 days of the auction results against license.
15.	Signing of Agreement	Agreement shall be signed between Authority and Licensee in the format given in Annexure 6 at a date as directed by

Sr. No.	Key Information	Details
		Authority. Authority has the discretion to add certain additional conditions as it may deem fit for the performance of this License.

Eligibility Criteria:

Only those agencies fulfilling the criteria mentioned in the table below shall be eligible to participate in the real-time bidding. It is imperative that the agencies should upload relevant supporting proof against each of the eligibility criteria in accordance with the format provided under Annexures on <https://advisionamc.com> website:

S.No.	Basic Requirement	Criteria	Supporting Document(s)
EC 1	Legal Entity	The Bidder should be a registered company in India under the Companies Act, 1956 / 2013 or Partnership Act 1932 or LLP Act 2008 and subsequent amendments. The bidder must be in existence for at least 10 years in India by bid submission due date	Copy of Certificate of Incorporation / Registration /Partnership deed
			Copy of PAN Card
			Copy of GST Registration
EC 2	Turn Over	The Bidder shall have average annual turnover from Advertisement Business of not less than Rs 200 crore in any three consecutive financial years (Financial years 2020-21, 2021-22, 2022-23)	CA Certificate
EC 3	Net Worth	The Bidder should have positive Net Worth of over Rs.100 Crore as on 31/03/2023	CA Certificate
EC 4	Experience of DOOH Business	Bidder Should have Experience of managing Digital Out of Home (DOOH) Media Business with Smart City SPV of Urban Local Body (ULB) across India on Revenue Sharing Model: 1 Project of 100 VMDs or more or 2 Projects of 50 VMDs or more	Work Order(s)
EC 5	Revenue Generation	Bidder should have generated an Advertisement revenue of Rs.25 Crore or more from the advertisement on VMDs in 3 Financial Years (2021-22, 2022-23 and 2023-24)	CA Certificate
EC 6	Blacklisting	The Bidder must not be debarred/ blacklisted by any central/state Government body/ PSU in India as on date of submission of Bid.	A self-certified letter signed by the Authorized Signatory of the Bidder as per Annexure 3
EC 7	Certification	The bidder must have ISO 9001 and ISO 27001 certification	Copy of certification

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 or 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 bidding 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 Advertisement Rights for Ad Slots available on cluster of VMD LED Screens at potential locations in Ahmedabad city. License Period shall commence from the Operations Date mentioned in the LoA.

LICENSE: List of the Digital Boards as per the Annexure IV

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 quarterly revenue sharing basis. If the Successful Bidder does not pay amount of License the fees within two successive quarters, 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.

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 Licensee/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) Bids not accompanied with requisite EMD shall be summarily rejected.
- 2) 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 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 License Fees shall be paid within 15 days after sharing the Invoice of Revenue Sharing. If license holder fails to pay the said amount after 15th day of the lapsed due date, 18% annual interest penalty will be levied on daily basis of lapsed period as Late Payment Charges.
- 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 Digital LEDs to be installed at the places designated in Price Bid of this tender. Advertisements have to be incorporated and uploaded as instructed by SCADL. Unipole VMDs and Digital Flagpoles can be installed in the preferred size of width of 8.64 meters and height of 3.84 meters. As per the feasibility, few Unipoles can be installed vertically with 3.84 meters of width and 8.64 meters of height. This size can be increased on the roads with width of more than 60 meters. Sky-high Vertical Digiboards can be installed with size parameters of width of 6 meters and height of 12 meters. Digital Video Walls can be installed in the size parameters of 18 meters of width and 9 meters of height. Curved Digital Boards can be installed in the size parameters of 24 meters of curved width and 6 meters of height. For any other size customization, prior approval will have to be taken before installation.
- 2) Ads content should be made with minimum use of white color and with high brightness.
- 3) In case of natural disaster like pandemic, waiver or extension will be provided as per the authority approvals. Any uncontrolled event in excess of 15 continuous days where advertisements are not displayed due to power cut or any switched-off reason, rebate of license fees will be given.
- 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) In the event of campaign withdrawal due to unavoidable circumstances, the Licensee can submit a revised purchase order for the computation of revised revenue in accordance with the terms stipulated in the revised purchase order.
- 6) SCADL will approve and authorize the Licensee to install VMD Monitoring Camera at Licensee's own cost.
- 7) The Licensee should procure the insurance of all the media assets installed.
- 8) The Licensee has to deploy same set of content publishing hardware which must be compatible with ongoing Content Management System (CMS) platform.
- 9) All new Media Assets shall be covered under existing Content Approval, Content Moderation, PO Approval, Ticket Management Systems and Content Management System.
- 10) The Licensee can erect/install VMDs in various mediums like Unipole LED, Digital Flagpole, Curved LED or Videowall in permissible size and in terms of advertisement guidelines. The Licensee has to submit the design of each medium and after installation of the digital media board, structure stability certificate from AMC approved structure engineer is mandatory to submit to SCADL.
- 11) 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 fully animated, laser, 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 three 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 enforced by SCADL 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. Change of Site Location shall be addressed on events of site removal due to Infrastructure work from the state/central authorities like road widening, Flyover, Metro Project or other road related works of utilities; such decisions shall be made by SCADL and bidder shall be given new location as per the matching profile of VMD. Any excess/less amount of the said location shall be considered on pro-rata basis.

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 Licensee 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,
Commando 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) The Licensee will have to transfer the Ownership of the VMD Assets at the end of License Period.

Annexure I: Format of Agreement

Agreement for Advertisement Rights of Ad Slots on Digital Outdoor Media Boards will be installed on a Design, Build, Operate and Transfer basis on a Revenue Sharing model across Ahmedabad City

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 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 Digital Boards installed in Ahmedabad City.
- C. Authority had accordingly invited bids by its tender document for Selection of a Licensee for grant of advertisement Rights in AMCADVSC2425V069.

- D. After auction results, Authority accepted the bid of the Licensee and issued its Letter of Allotment (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 a 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 as per the Tender AMCADVSC2425V069. 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 Smart City Ahmedabad Development Limited referred above with name and style of "Tender No. AMCADVSC2425V069; Advertisement rights of ad slots on existing & upcoming variable messaging display (VMD) LEDs operational & to be installed by Smart City Ahmedabad development limited (SCADL), Ahmedabad on revenue sharing basis", including any amendments, addendums or modifications thereon. "Ad Slots" can be customized and so the Loops.
- b) The Letter of Agreement (LOA) referred above.

7.18 Advertisement Rights

- 12) Licensee is granted the rights of display of advertisements slots on Digital LEDs to be installed at the places designated in Price Bid of this tender. Advertisements have to be incorporated and uploaded as instructed by SCADL. Unipole VMDs and Digital Flagpoles can be installed in the preferred size of width of 8.64 meters and height of 3.84 meters. As per the feasibility, few Unipoles can be installed vertically with 3.84 meters of width and 8.64 meters of height. This size can be increased on the roads with width of more than 60 meters. Sky-high Vertical Digiboards can be installed with size parameters of width of 6 meters **35**



and height of 12 meters. Digital Video Walls can be installed in the size parameters of 18 meters of width and 9 meters of height. Curved Digital Boards can be installed in the size parameters of 24 meters of curved width and 6 meters of height. For any other size customization, prior approval will have to be taken before installation.

- 13) Ads content should be made with minimum use of white color and with high brightness.
- 14) In case of natural disaster like pandemic, waiver or extension will be provided as per the authority approvals. Any uncontrolled event in excess of 15 continuous days where advertisements are not displayed due to power cut or any switched-off reason, rebate of license fees will be given.
- 15) 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.
- 16) In the event of campaign withdrawal due to unavoidable circumstances, the Licensee can submit a revised purchase order for the computation of revised revenue in accordance with the terms stipulated in the revised purchase order.
- 17) SCADL will approve and authorize the Licensee to install VMD Monitoring Camera at their own cost.
- 18) The Licensee should procure the insurance of all the media assets installed.
- 19) The Licensee has to deploy same set of content publishing hardware which must be compatible with ongoing Content Management System (CMS) platform.
- 20) The Licensee will be assigned Content Approval, Content Moderation, PO Approval and Ticket Management Systems for various functions related to VMD Operations.
- 21) The Licensee can erect/install VMDs in various mediums like Unipole LED, Gantry or Videowall in permissible size and in terms of advertisement guidelines.
- 22) Advertisement rights granted to the Licensee is subject to the following conditions:
 - h) 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.
 - i) 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.
 - j) Advertising should not adversely impact upon the safety and functioning of a road, walkway, junction, any other public passage, people and/or assets.
 - k) Advertising does not obscure or conflict with traffic signals, informational and directional signs or street signs.

- l) All national/ state local level rules and norms in terms of products, themes, content and mode of display would continue to apply.
- m) The colours and visual graphics of the advertisement must never compete with or subdue the identity of SCADL.
- n) 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:
 - (xiii) Advertisement banned by the Advertisement Council of India or by law.
 - (xiv) Advertisements of goods or services which are prohibited by any law or whose advertisements prohibited by any law.
 - (xv) Advertisements of any kind of prohibited drugs, hard drinks (Alcohol) and all kind of tobacco products for smoking.
 - (xvi) Advertisements containing pornographic contents and/ or an "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986.
 - (xvii) Advertisements containing sexual overtone and/ or nudity.
 - (xviii) Advertisements glorifying exploitation of women or child.
 - (xix) Advertisements showing violence and cruelty to either human being or any kind of organism.
 - (xx) Advertisements showing racial abuse to any caste or community or propagating ethnic differences.
 - (xxi) Advertisements related to Political parties during election code of conduct or any misleading political propaganda.
 - (xxii) Advertisements related with lottery tickets, sweepstakes entries and slot machines.
 - (xxiii) Any fully animated, laser, or blinking displays.
 - (xxiv) Any advertisement not found appropriate by the Authority.

7.19 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.

3. LICENSE FEES

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

Quarterly Revenue Sharing payment of each quarter.

4. OPERATIONS DATE

The period of License shall begin from the date __/__/2024

5. 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

If to the **Licensee:**

Telephone 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 this 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.

ADVERTISEMENT LICENSE SNAPSHOT

Key Points:

1. Media Formats: a) Unipole VMD LED-75 Nos., 2) Digital Flagpoles-50 Nos., 3) Sky-high Vertical Digiboards-, 4 Nos, Digital Video Walls – 2 Nos. and 5) Curved Digital Boards – 2 Nos.
2. License Period Start Date: License Fees will be calculated on pro-rata basis based on operationalization of the Digital Board(s)

Key Terms	Description
Revenue Share	<ul style="list-style-type: none">• For the purposes of calculation of Revenue Share, Gross Revenue from sales of Advertisement Slots earned by the Licensee from the Advertising Rights under these tender terms shall be considered
Performance Security	<ul style="list-style-type: none">• Interest Free Performance Security to be furnished for an amount Rs.3,00,000 for a validity of 12 months• Performance Security can be furnished in the form of a Demand Draft or Bankers Cheque or Bank Guarantee (BG)• The Licensee shall, 2 weeks prior to the expiry of the Performance Security, extend it by 12 months• The Authority has the right to invoke the Performance Security in case of Event of Default or other such situations as described under various sections in this RFP
Payment Terms	<ul style="list-style-type: none">• License Fee payable quarterly after Revenue Share Invoice is shared.• License Fee shall be calculated as follows -<ul style="list-style-type: none">○ Revenue Share determined basis the actual quarterly revenue realized by the Licensee for the quarter• Invoice shall be raised as per the revenue generated from operational VMDs during the quarter. Invoice shall be generated after 15 Days of the end of the quarter and Licensee has to pay the License Fees within 15 Days of Invoice Generation• Utility charges for electricity and if feasible data to be billed on actuals on a monthly basis payable within the prescribed due date. The rate charged to the Licensee would be at a rate which the electricity distribution company would levy on such a

customer.

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. _____

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 Digital Boards for the period of 7 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.

Annexure III – CA CERTIFICATE OF

(To be provided on CA Letter Head)

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

This is to certify that M/s_____ having office at _____ has been fulfilling the financial criteria of Minimum revenue of Rs.25 Crore from Advertisement on Digital Screens/LEDs in last 5 years, two work contracts/orders from Central/State/Railways/Airport/Other ULB Authorities on revenue sharing basis with management of of 100 or more VMDs in one Project to 50 each in two projects.