

Draft RFP – “Engagement of Agency for Installation of Digital & Non-Digital Media Devices at various location in Bhopal” for Bhopal Smart City Development Corporation Ltd. (BSCDCL), Bhopal.

April 26

NIT No: 320

**Office
Address**

**Bhopal Smart City
Development Corporation
Ltd.**

Zone 14 Bhopal Smart City Development Corporation Ltd. BHEL Govind
pura Bhopal (MP)- 462023

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COMPETITIVE BIDDING FOR RFP – ENGAGEMENT OF AGENCY FOR INSTALLATION OF DIGITAL & Non-Digital MEDIA DEVICES AT VARIOUS LOCATION IN BHOPAL FOR BHOPAL SMART CITY DEVELOPMENT CORPORATION LTD. (BSCDCL)

KEY DATES

Period of Availability of Bidding Document on Website	As per tender details available on www.mptenders.gov.in
Time and Date of Pre – Bid Conference / Meeting	
Last Date and Time for Online Receipt of Bids	
Place of Pre – bid Conference / meeting	Bhopal Smart City Development Corporation Ltd. Zone 14 Bhopal Smart City Development Corporation Ltd. BHEL Govind pura Bhopal (MP)- 462023
Officer Inviting Bids	Bhopal Smart City Development Corporation Ltd. Zone 14 Bhopal Smart City Development Corporation Ltd. BHEL Govind pura Bhopal (MP)- 462023

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1. Disclaimer

This Request for Proposal (RFP) Document (or “E-Tender” or “E-Bid”) for “**Engagement of Agency for Installation of Digital Media Devices at various location in Bhopal” for Bhopal Smart City Development Corporation Ltd. (BSCDCL)** contains brief information about the scope of work and selection process for the Bidder (‘the Licensee’ or “the Tenderer” or “the Applicant”). The purpose of the Document is to provide the Bidders with information to assist the formulation of their Bidding Documents.

While all efforts have been made to ensure the accuracy of information contained in this RFP Document, this Document does not purport to contain all the information required by the Bidders. The Bidders should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their Bid/s. Bhopal Smart City Development Corporation Ltd. (BSCDCL) or any of its employees or advisors shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the RFP Document.

BSCDCL reserves the right to change any or all conditions/information set in this RFP Document by way of revision, deletion, updating or annulment through issuance of appropriate addendum/corrigendum as BSCDCL may deem fit without assigning any reason thereof.

BSCDCL reserves the right to accept or reject any or all Bids without giving any reasons thereof. BSCDCL will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the Bid/s to be submitted in terms of this RFP Document.

2. Important Dates and Fact Sheet

Notice Inviting Tender

S. No.	Key Information	Details
1	Name of the Bid	“Engagement of Agency for Installation of Digital & non Digital Media Devices at various location in Bhopal” for Bhopal Smart City Development Corporation Ltd. (BSCDCL)
2	Grantor	Bhopal Smart City Development Corporation Ltd. (BSCDCL)
3	Authorization Period	3Years. Additionally, the Authorization Period can be further extended for mutually agreed period (upto 5 years) on the same terms and conditions.
4	Method of Selection	Cost Based Selection The selection of Successful Bidder will be done on H1 basis. The bidder who quotes the HIGHEST PREMIUM ON MINIMUM RESERVED PRICE (MRP) per Annum per Digital Media Device will be considered as Successful Bidder.
5	Bid Processing Fees	Rs. 15,000 Rupees Fifteen thousand Only) + GST @18% (in a form specified in the RFP document.
6	Earnest Money Deposit (EMD)	Rs. 5,00,000/- (Rupees Five lakh Only) in a form specified in the RFP document.
7	Bid System	Two Bid System (Technical and Financial)
8	Minimum Reserved Price (MRP)	The Minimum Reserved Price of Annual Offset Price as per Annum per Digital and Non Digital Media Device (exclusive of all taxes)
9	Availability of RFP	Download from website https://mptenders.gov.in
10	RFP Date	As per tender details available on www.mptenders.gov.in
11	RFP No.	NIT – 320
12	Publish Date	30.04.2026, 18:00 PM
13	Bid Opening Date	29.05.2026, 15:00 PM
14	Bid Submission Start Date	30.04.2026, 18:00 PM
15	Document Download / Sale Start Date	30.04.2026, 18:00 PM
16	Document Download / Sale End Date	28.05.2026, 18:00 PM
17	Bid Submission End Date	28.05.2026, 18:00 PM
18	Pre-Tender Meeting & Venue	07.05.2026, 12:00 PM
19	Operational Performance Security (by selected bidders)	An irrevocable and unconditional Bank Guarantee from a Nationalized/ Scheduled Bank payable at BSCDCL for an amount equivalent to the 6 (Six) times of the Monthly Authorization Fee (MAF) per Digital Media Device (as quoted by the bidder). The Operation Performance Security shall be submitted by the Bidder on achieving the operations of the project and prior to signing the Authorization Agreement with BSCDCL.

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S. No.	Key Information	Details
		However, in the event of deposition of security deposit by way of Bank Guarantee the period of the same shall be for the entire contract period plus 9 months.
20	Pre-condition of Signing of Agreement (Only Successful Bidder on receipt of LOA)	From Signing of Authorization agreement within 30 days from the issue of LOI. The following are the pre-conditions for signing of Authorization Agreement a. Submission of Operational Performance Security
21	Moratorium Period	Moratorium Period will be Three (3) months from the award of work.
22	For any enquiries and clarifications, please contact:	Chief Executive Officer (CEO), Bhopal Smart City Development Corporation Ltd. Email: Nitin.Dave@mpurban.gov.in
23	Bid Validity	Bid must remain valid up to 180 (One Hundred Eighty) days from the actual date of submission of the Bid.
24	Project Location	(As Per Annexure-1)
25	Mandatory bidding Condition	As per provision of Madhya Pradesh Outdoor Advertisement Media Rules- 2017, the bidder has to register on Bhopal Municipal Corporation (BMC) Outdoor Media Management system on www.bmconline.gov.in by paying the applicable fees.
26	Development Controls/ Guidelines	Madhya Pradesh Outdoor Advertisement Media Rules - 2017 and all applicable guidelines including Indian Road Congress Guidelines/National Highway Authority of India (NHAI) regulations and any other regulations issued by any other Statutory Authorities applicable within the jurisdiction of Bhopal Municipal Corporation.
27	Technical Specifications	Madhya Pradesh Outdoor Advertisement Media Rules – 2017. Generally, as per applicable BIS Codes and Ministry of Road Transport and Highways (MORTH) regulations, Indian Road Congress Code (IRCC) and any other applicable Indian Standards or its equivalent. Few details provided in followed sections of this RFP document.
28	Minimum Development Obligations (MDOs)	The Digital Media Device shall be installed and operationalized by the Bidder within Three (3) months from the agreement date/Date of Clear Site Handover from BSCDCL in accordance with the RFP stipulations. Operate and Maintain the Project facilities as per the ISO-9001:2008 Standards or equivalent.

3. Glossary

Terms	Meaning
BSCDCL	Bhopal Smart City Development Corporation Ltd.
BMC	Bhopal Municipal Corporation
CCA	Controller of Certifying Authorities
CEO	Chief Executive Officer
DSC	Digital Signature Certificate
EMD	Earnest Money Deposit
FY	Financial Year
Gol	Government of India
GoMP	Government of Madhya Pradesh
LOA	Letter of Acceptance
MD	Managing Director
MDO	Minimum Development Obligation
MAF	Monthly Authorization Fees
MRP	Minimum Reserved Price
O&M	Operations and Maintenance
PKI	Public Key Infrastructure
SLA	Service Level Agreement
SOW	Scope of Work
SSL	Secure Socket Layer
TIA	Tender Inviting Authority
CGR	Collector Guideline Rate

4. RFP Format

Request for Proposal for Engagement of Agency for Installation of Digital Media Devices at various location in Bhopal for Bhopal Smart City Development Corporation Ltd. (BSCDCL). The selection of Agency shall be done on **H1 basis**. The bidder who quotes the **HIGHEST PREMIUM ON MINIMUM RESERVED PRICE (MRP) per Annum per Digital Media Device** will be considered as Successful Bidder. Only those Bidders qualified in Pre-Qualification Criteria would be considered for evaluation of Financial Bid.

5. Definitions

“**Agreement**” or “**Authorization Agreement**” shall mean the Authorization Agreement entered among the Bhopal Smart City Development Corporation Ltd. (BSCDCL) & Successful Bidder/Successful Bidder.

“**Annual Authorization Fess**” shall mean the amount quoted by the successful bidder more than the Minimum Reserved Price.

“**BSCDCL**” shall mean Bhopal Smart City Development Corporation Ltd. (BSCDCL)

“**Bid or Detailed Bid or Proposal**” shall mean each Bid (one per project) submitted by the Bidder for any or all of the projects, in response to this RFP including clarifications and/or amendments to RFP, if any.

“**Bidder**” shall mean an Entity / Individual who participate in Bidding

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“**Bid Security**” shall mean the security furnished by the Bidder in the form of Online Payment, as stipulated in the RFP document.

“**Bid Evaluation Committee**” shall mean the committee constituted by the Bhopal Smart City Development Corporation Ltd. for evaluating the Bids.

“**Monthly Authorizations Fees**” shall mean the Annual Authorization Fees divided by twelve

“**Minimum Reserved Price**” shall mean the Minimum Price from which the Bidder will take reference and quote financial proposal. The bidder who will quote Highest Premium on Minimum Reserved Price (MRP) per Annum will be known as H1 bidder.

“**Compliance Date**” shall be as defined in the Draft Authorization Agreement.

“**Commercial Operation Date**” or “**COD**” means the date upon which the Successful Bidder commences commercial operations of the Project i.e. Assignment of Advertising Rights.

“**Contract Period**” or “**Authorization Period**” shall mean number of year’s license period starting from the date of “Signing of the Authorization Agreement” for project implementation.

“**Project Location**” is an individual space assigned by Bhopal Smart City Development Corporation Ltd. for installation of Digital Media Devices.

“**Commercial Bid**” shall have the meaning as set forth in the RFP document.

“**Firm**” shall mean a single legal entity, which is a Registered Body.

“**Due Date**” shall mean the last date for submission/receipt of the Bid, as mentioned in the RFP document.

“**Grantor**” shall mean Bhopal Smart City Development Corporation Ltd. (BSCDCL)

“**Letter of Acceptance**” or “**LOA**” means the letter issued by Bhopal Smart City Development Corporation Ltd. (BSCDCL) to the Successful Bidder to install Digital Media Devices in conformity with the terms and conditions set forth in the RFP.

“**Minimum Development Obligations**” or “**Essential Facilities**” shall mean the Minimum Development Requirements to be met by the Preferred Bidder/Successful Bidder in implementation of each of the Digital Media Devices the details of the Minimum Development Obligations are given in the RFP.

“**Prohibited Area**” means any portion or area and streets where installation of Digital Media Devices is not permitted.

“**Operations Period**” means the period commencing from COD and ending on the expiry or prior termination of this Agreement Period;

“**Project**” means, Built, Install, Operate & Maintain the setup for Digital advertisement on at designated spaces in Bhopal and subject to the provisions of this RFP and Agreement, (i) financing, construction at the site, implementation, completion, commissioning, management, operation and maintenance of the Project, execution of the works and all activities incidental thereto, such as engineering, testing, installation, commissioning and insurance etc., by the Successful Bidder during the Authorization Period; and (ii) the transfer of the Project/Project Facilities by the Successful

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Bidder to Grantor or its nominated agency at the end of the Authorization Period by efflux of time or prior termination.

“**Project Agreement**” shall mean Authorization Agreement and any other legal documents as mutually agreed to between the Bhopal Smart City Development Corporation Ltd. (BSCDCL) and the Preferred Bidder, necessary for implementing the Project.

“**Project Moratorium Period**” shall mean the total period in which the construction of the project (as per the designs) and submitted to Grantor or its nominated agency.

“**Request for Proposal or RFP**” shall mean this document.

“**Successful Bidder**” shall mean the selected Preferred Bidder selected and nominated by the “Bhopal Smart City Development Corporation Ltd.” to implement the Project on the terms and conditions stipulated in the Authorization Agreement. “Pre-qualification Criteria” or “Criteria” shall mean the criteria stipulated in the RFP, which is required to be complied by the Bidder based on his Technical Bid to become eligible for opening and evaluation of his Commercial Bid.

“Digital Media Devices” means space for advertising in the form of an advertisement panel and where such panel is mounted on pole or constructed/installed with its foundation on ground.

Any other term(s) not defined herein above but defined elsewhere in this RFP shall have the meaning(s) ascribed to such term(s) therein and shall be deemed to have been included in this Section.

6. Registration on Outdoor Media Management System[WWW.BMCOMMS.COM]

- 1) To participate in this tender bidder, must register themselves with BSCDCL online on Outdoor Media Management System using online process on << stated in fact sheet >> as per the provision of Madhya Pradesh Outdoor Advertisement Media Rules – 2017.
- 2) This registration is compulsory for all the bidders who want to participate in bidding of Digital Media Device.
- 3) Registration shall be valid for a period of three (3) years.
- 4) The registering entity shall pay the Registration Fee online only on Outdoor Media Management System using online process on << stated in fact sheet >> as per the provision of Madhya Pradesh Outdoor Advertisement Media Rules - 2017 i.e., Rs.10,000/- (Ten Thousand Only).
- 5) BSCDCL shall upon receiving application for registration, reject or accept the same.
- 6) The Agency(s) who have outstanding dues of BSCDCL/BMC or has been blacklisted by BSCDCL/BMC, are not eligible to register on Outdoor Media Management System of BMC.
- 7) The bidder who is a defaulter or blacklisted by BSCDCL before the date of opening of techno commercial Bid are not eligible to register on Outdoor Media Management System of BMC.
- 8) The firm/agency/individual who have not paid the licensee fee or have outstanding dues to BMC/BSCDCL of previously allotted/installed outdoor advertisement space/ structure or who is a defaulter or blacklisted by BMC/BSCDCL, is by merely registering on Outdoor Media Management System of BMC, shall not make them eligible to participate in any tendering process of BSCDCL and they will not make any application for Digital Media Device

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installation on private property also, if they make any Digital Media Device application on private property the application concerned shall be rejected without further notice to such applicant.

Agency Registration Fee:

S. No.	Description	Amount (Rs.)
1	Agency Registration Fees	15,000/- +18% GST

7. Instructions to Bidder

7.1 General Instructions

- Bidders are required to carefully read the contents of this document including Technical Capabilities.
- The bidders have to submit their pre-qualification information online only on www.mptenders.gov.in and upload the relevant documents from as per key dates. Earnest Money Deposit (EMD) must be made online on www.mptenders.gov.in. to avail the participation rights in Bidding.
- Tender form can be purchased online only from e-portal www.mptenders.gov.in by making online payment. The last date of purchase of tender is mentioned in online portal.
- The bidder qualified in pre-qualification criteria will only participate in bidding subject to the online payment of EMD.
- The Pre-Qualification Data should be filled and the Pre-Qualification envelope and the documents which are to be uploaded by the Bidders should be submitted online as per time schedule (key Dates). Earnest Money Deposit (EMD) must be made online on www.mptenders.gov.in. to avail the participation rights in Bidding.
- The Bidders shall have to submit their bids online only on www.mptenders.gov.in and upload the relevant documents from as per time schedule (Key Dates).
- The Bidders, who purchased the online tender form, may only attend the pre bid meeting.
- Bidders must complete the tender form and provide all the other documents/information in sufficient detail. The completed tender application form and other documents must be prepared and submitted in original and must be marked. Submittals from bidders will be evaluated based on their experience and their technical, administrative and financial capability to perform the contract. Poor past performance record such as abandoning of works; blacklisting by any government organization or agency; nonpayment of license fee to Bhopal Smart City Development Corporation Ltd. (BSCDCL)/ Bhopal Municipal Corporation (BMC); not properly completing contracts; litigation history, financial failure, etc., may lead to rejection.
- All documents must be in English language and each page of the Tender Application Form must be duly completed. Each page of the tender document must be signed, numbered & stamped as a token of acceptance of the terms & conditions of the contract. Any unsigned and unstamped document will not be considered.
- Bidders should clearly note the last date and time of submittal of the tender applications. No late or delayed applications will be accepted. Bidders are reminded that no supplementary material would be entertained by Bhopal Smart City Development Corporation Ltd. (BSCDCL). However, Bhopal Smart City Development Corporation Ltd. (BSCDCL) may, if

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necessary, at its sole discretion ask for any clarification regarding the submitted tender and/or other documents.

- Bidders and/or successful bidder who are/is found to have made any misleading or false representations in the tender including any statements, attachments, document, Performa's & Annexure submitted as proof of the requirements, shall be disqualified.
- The successful bidder shall have to ensure the following documents to be submitted to BSCDCL to avoid cancellation of contract.
- Payment of Security Deposit / Performance Security (Equal to 6 times of Monthly Authorization Fees).
- Payment of any other dues as may be indicated in the letter of acceptance.
- Submission of affidavits on stamp papers (non-Judicial).
- Submission of all risks Insurance Policy valid (renewal) for entire Authorization Period.

7.2 Instructions for Online Bid submission

- Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the Bidders on the e-Procurement/e-tender portal are prerequisites for bidding.
- Bidder should register for the enrollment in the e-Procurement site using the “Online Bidder Enrollment” option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide only valid and true information including valid email id. All the correspondence shall be made directly with the Bidders through email id as registered.
- Bidder(s) need to login to the site through their user ID/ password chosen during enrollment/registration
- The Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any other Certifying Authority recognized by Controller of Certifying Authorities (CCA) India on eToken/SmartCard, should be registered
- The registered DSC only should be used by the Bidder in the transactions and should ensure safety of the same
- Bidder may go through the tenders published on the site and download the tender documents/schedules for the tenders
- After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as required, otherwise the bid shall be considered rejected
- Any clarifications may be sought online through the tender site, through the contact details or during pre-bid meetings if any. Bidder should consider the corrigendum if any is published before submitting the bids online.
- Bidder may log in to the site through the secured login by the user id/ password chosen during enrolment/registration and then by submitting the password of the e-Token/Smart Card to access DSC
- Bidders may select the tender which they are interested in by using the search option and then move it to the ‘my tenders’ folder.
- From my tender folder, the Bidder may select the tender to view all the details uploaded there
- It shall be deemed that the bidder has read and understood all the terms and conditions before submitting the offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the incomplete bid shall stand rejected.

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- Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender document/schedule and ordinarily it shall be in [PDF/xls/rar/jpg/dwf] formats. If there is more than one document, all may be clubbed together and provided in the requested format. Bidders Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded online for the tenders should be less than [2 MB]. If any document is more than [2MB], it can be reduced through zip/rar and the same, if permitted, may be uploaded. The total available size for uploading the documents will be as per the size limited by e-procurement portal.
- Bidder should submit the Bid Document Fee/ Bid Security/EMD as specified in the tender.
- While submitting the bids online, the Bidder shall read the terms and conditions and may accept the same to proceed further to submit the bid packets.
- The Bidder has to select the payment option as online to pay the Bid Document Fee/ Bid Security/EMD as applicable and enter details of the instruments.
- The Bidder has to digitally sign and upload the required bid documents one by one as indicated. Very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that the Bidder has read, understood and agreed with all clauses of the Bid Document including General conditions of contract without any exception.
- The Bidder has to upload the relevant files required as indicated in the cover content on online portal only.
- The rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price-bid/BOQ template shall not be modified / replaced by the Bidder; else the bid submitted is liable to be rejected for the tender.
- The Bidders are advised to submit the bids through an online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission due date and time (as per Server System Clock). The TIA shall not be held responsible for any delay, or the difficulties faced during the submission of bids online by the Bidders.
- After the bid submission, the acknowledgement number indicated by the system should be printed by the Bidder and kept as a record of evidence for online submission of bids for the particular tender.
- The time settings fixed in the server side and displayed at the top of the tender site, shall remain valid for all actions of requesting, bid submission, bid opening etc., in the e-Tender system. The Bidder should follow such time during bid submission.
- All the data being entered by the Bidder would be encrypted using Public Key Infrastructure (PKI) encryption techniques to ensure the secrecy of the data. The data entered is not retrievable by unauthorized persons during the bid submission and until the time of bid opening by any person
- Any Bid Document that is uploaded on the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded Bid Documents become readable only after the tender opening by authorized bid openers.
- The confidentiality of the bids is maintained with the use of Secure Socket Layer (SSL) 128-bit encryption technology. Data storage encryption of sensitive fields is done.
- The Bidder should logout of the tendering system using the normal logout option available at the top right-hand corner and not by selecting the (X) exit option in the browser.

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- For any queries regarding e-Tendering process, the Bidders may contact at address as provided in the Bid Document. For any further queries, the Bidders are advised to send an email to Nitin.Dave@mpurban.gov.in.

7.3 General

- While every effort has been made to provide comprehensive and accurate background information, requirements and envisaged solution(s) specifications, Bidders must form their own conclusions about the solution(s) needed to meet the Authority’s requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- All information supplied by Bidders as part of their bids in response to this RFP, may be treated as contractually binding on the Bidders, on successful award of the project by the Authority on the basis of this RFP.
- No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of Authority. Any notification of preferred bidder status by Authority shall not give rise to any enforceable rights by the Bidder. Authority may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of Authority.
- Bids shall be received by the Authority on the e-Procurement portal <https://mptenders.gov.in> before the time and date specified in the schedule of the tender notice. In the event of the specified date for the submission of tender being declared a public holiday by the Government of respective state, the offers will be received up to the appointed time on the next working day. The Authority may, at its discretion, extend this deadline for submission of offers by issuing corrigendum and uploading the same on e-Procurement portal.
- Telex, cable, or facsimile offers will be rejected

7.4 Eligible Bidders

Bidding entity

- The Bidder may be a **SINGLE ENTITY** (i.e., Sole Bidder) to fulfil the deliverables as per the scope of the Bid.
- A Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified.
- Consortium/Joint venture is not allowed in tender bidding process.

7.5 Complaint Bids / Completeness of Response

- Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- Failure to comply with the requirements of this paragraph may render the bid non-Compliant and the Bid may be rejected.
- Bidders must:
 - Include all documentation specified in this RFP, in the bid.
 - Follow the format of this RFP while developing the bid and respond to each element in the order as set out in this RFP.
 - Comply with all requirements as set out within this RFP.

7.6 Bidder to Inform

The Bidder shall be deemed to have carefully examined the Terms & conditions, Scope, Service Levels, Specifications of this RFP. If bidder has any doubts/clarifications as to the meaning of any portion of the conditions or the specifications he/she shall, before the last date for Submission of Pre-Bid Queries, set forth the particulars thereof and submit them to Authority in writing in order that such doubt may be removed, or clarifications are provided.

- Each Digital Media Device shall be of standard size as defined in Annexe-1 and may contain advertisement as per the viability of the site as defined in Annexe-1.
- The Bidder shall get proposed Digital Media Device fabricated and installed, strictly as per specifications, process, size and standards mentioned in this RFP.
- The Bidder shall construct Digital Media Device only on the earmarked sites by BSCDCL, meeting minimum site requirements as mentioned in this RFP. Any violation shall result in immediate cancellation of the contract without any prior notice. BSCDCL has marked all the proposed installation locations on map, Bidder must obtain these maps from the office of BSCDCL before commencing the installation work.
- The Bidder has to incur all expenses: The Bidder shall incur all expenses related to installation, erection, Electrical Installation of Digital Media Device and Structural design of Digital Media Device shall be certified by Structural Engineer and shall be submitted by Bidder to BSCDCL. Under No circumstances BSCDCL shall bear any charges related to the installation and erection and maintenance of equipment's at Digital Media Device. The Bidder shall get the structural plans approved by Government Institute like NITs or State Government institutes or by any registered Structure Engineer at his own cost.
- To promote green energy, all Digital Media Devices shall be lit using LED based system mandatorily. No generator running on diesel/petrol/kerosene, or any biofuel would be allowed for providing power for illumination. Electrical connections at Digital Media Device shall be in accordance with the relevant Indian Standards. All power supply (SMPS) shall be BIS approved and waterproof tested for minimum IP-67 grade.
- The electrical installation work shall be performed by A class registered licensed electrical contractor/ worker in accordance with the relevant Electricity Regulation and, the Wiring Rules and the relevant electricity supplier's requirements.
- While installing the Digital Media Device or during the authorization period, the Bidder shall not cause any damage to any street furniture/pavement of the street, in any manner whatsoever.
- Bidder will be responsible for any structural inadequacy, or any damage or casualty happens through Digital Media Device. The Bidder has to every year submit the structure soundness certificate of all the Digital Media Device in the BSCDCL office.
- The supporting structure shall have a non-reflective finish to prevent glare.
- The Digital Media Device equipment's and structures shall be well maintained in such a manner that are consistent with, and enhance, the surrounding area.
- The Bidder shall be responsible for any injury or damage caused to or suffered by any person or property arising out of or relating to the Digital Media Device and the consequential claim or claims shall be borne by the Bidder who will also indemnify and safeguard BSCDCL in respect of any such claim or claims. The Bidder of the Digital Media Device shall be liable to buy insurance against public liability

7.7 Bid Preparation Costs

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The Bidder shall be responsible for all the costs associated with the preparation of its Proposal and its participation in the bidding process, including all types of due diligence in the process. BSCDCL will not in any way be responsible or liable for such costs, regardless of the conduct or outcome of bidding.

7.8 Due Diligence

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

7.9 Pre-bid Meeting and Clarifications

Bid Queries

Any clarification regarding the RFP document and any other item related to this project can be submitted to Authority as per the submission mode and timelines mentioned in the Fact Sheet. The pre-bid queries should be submitted in excel sheet format, along with name and details of the organization submitting the queries.

Authority shall not be responsible for ensuring that the bidders’ queries have been received by them. Any requests for clarifications post the indicated date and time shall not be entertained by Authority. Bidders must submit their queries as per the format mentioned below. Date, Time, and Venue for the Pre-Bid Meeting:

- Pre-Bid conference will be held on as per details mentioned in Bidding Sheet
- Mode for Pre-Bid conference: Online
- The queries should necessarily be submitted in the following format:

Bidder shall submit all pre-bid queries in excel in the following format.

Request for Clarification			
Name and Address of the Organization submitting request		Name and Position of Person submitting request	Contact Details of the Organization / Authorized Representative
			Tel: Mobile: Fax: Email:
Sr. No	RFP Document Reference (Volume, Section No., Page No.)	Content of the RFP requiring clarification	Clarification Sought

Note: Bidder shall share the excel sheet of the pre-bid queries via mail to the valid email as provided in this document on or before the specified pre-bid meeting date end of day. Queries received after the pre-bid date shall not be entertained by the authority.

Response to pre-bid queries and issue of Corrigendum

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Authority will organize a pre-bid conference and will respond to any request for clarification or modification of the bidding documents. Authority shall formally respond to the pre-bid queries after the pre-bid conference. No further clarifications shall be entertained after the date and time of submission of queries.

Authority shall endeavor to provide timely response to all queries. However, Authority makes no representation or warranty as to the completeness or accuracy of any response made in good faith. Authority does not undertake to answer all the queries that have been proposed by the bidders.

Any modifications of the RFP Documents, which may become necessary as a result of the Pre-Bid Conference, shall be made by Authority exclusively through a corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP. However, in case of any such amendment, the bid submission date may be extended at the discretion of Authority.

Any corrigendum/notification issued by Authority, subsequent to issue of RFP, shall only be available / hosted on the website URL mentioned in the fact sheet. Any such corrigendum shall be deemed to be incorporated into this RFP.

7.10 Bid Processing Fees

RFP can be downloaded from the website URL mentioned in the fact sheet.

Document Fee of Indian Rupees 10,000/- + GST @18% shall be paid in the form of NEFT/RTGS/Net Banking on procurement portal (www.mptenders.gov.in). The document fee is non-refundable. Without the payment of document fee, the bids will be taken as incomplete and non-responsive, shall not be considered for further evaluation and subject to termination from evaluation process.

7.11 Bid Security/ Earnest Money Deposit

Bid Security/ EMD of Indian Rupees 5% OFFSET Price shall be in the form of NEFT/RTGS/Net Banking on procurement portal (www.mptenders.gov.in) only. No exemption for submitting the EMD will be given to any bidder for submitting Bid Security in any other form will not be entertained.

- For Unsuccessful bidders: The bid security of all unsuccessful bidders would be refunded without interest by Authority upon finalization of the bid in all respects by the successful bidder.
- For Successful bidders: The bid security, for the amount mentioned above, of the successful bidder would be returned without interest upon submission of Performance Bank Guarantee by the successful bidder and signoff of the contract.

In case a bid is submitted without the bid security then the Authority reserves the right to reject the bid without providing opportunity for any further correspondence to the bidder concerned.

The EMD may be forfeited in any of the following circumstances:

- A Bidder withdraws their bid or decreases their quoted prices during the period of bid validity or its extended period, if any; or
- In the case of a Successful Bidder, if the Bidder fails to sign the Contract or to furnish Operational Performance Security within specified time
- During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- During the bid process, if any information is found wrong / manipulated /fraudulent information in the bid.

7.12 Bid Validity Period

- a. The Proposal shall remain valid for a period not less than One Eighty (180) days from the date of opening of financial bid (Offer Validity Period). BSCDCL reserves the right to reject any Proposal that does not meet this requirement. Validity of proposal shall be extended for a specified additional period at the request of BSCDCL.
- b. A bidder agreeing to the request will not be allowed to modify the proposal but would be required to extend the validity of its EMD for the period of extension.

7.13 Contents of Bid

The content of the Bid or Document Set given below should be in separate envelopes sealed in one large envelope.

Document Set	Name of Document	Content
One	RFP Document fee & Bid Security/Earnest Money Deposit (EMD)	Bid Cover 1 (Submission Online Only)
Two	Pre-Qualification	Qualification Cover 2 (Submission Online Only)
Three	Commercial Bid	Submission Online Only

- Please note that any form of Prices should NOT be indicated in the Pre-Qualification Documents.
- All the pages of the bid must be sequentially numbered and signed and seal by the Authorized Signatory of the Bidding entity. The bid documents must contain in the beginning of the document, a list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- The original bid shall be prepared in indelible ink, and it shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder itself. Any such corrections must be initiated by the person (or persons) who sign(s) the bids.
- All pages of the bid shall be initiated and stamped by the person (or persons) who sign the bid.
- Failure to submit the bid before the submission deadline specified in the Fact Sheet would cause a bid to be rejected.
- Authority will not accept delivery of bids by fax or email or other than the prescribe mode mentioned in the RFP.

7.14 Bid Formats

Bid Cover 1 and 2

Section	Section Heading	Details
1.	Tender Document Fees	To be submitted with the valid amount and format as provided in the RFP by Bidder

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Section	Section Heading	Details
2.	Earnest Money Deposit (Bid Security)	To be submitted with the valid amount and format as provided in the RFP by Bidder
3.	Pre-Qualification Checklist	As per format provided in Annexure in Section 14
4.	Pre-Qualification Bid Covering Letter	As per format provided in Annexure in Section 14
5.	Particulars of Bidder (Sole Bidder)	As per format provided in Annexure in Section 14
6.	Power of Attorney for Signing of Bid	As per format provided in Annexure in Section 14
7.	Certification of Registration	Certificate of Incorporation /Registration
8.	Bidder’s Entity Documents	1) PAN Card 2) GST Certificate 3) Copy of Valid Certification for Establishment
9.	Project Experience & Citation	As per format provided in Annexure in Section 14 along with Details of Experience (Separate for each submitted experience)
10.	Undertaking for non-blacklisting clause	Undertaking by the authorized signatory as per format as per format provided in Annexure in Section 14

Commercial Bid Format (Submitted Online Only)

The Bidder must submit the Commercial Bid is the formats specified in Section 14.

Section	Section Heading	Details
1.	Price Bid Cover Letter	As per Format Provided in Section 14
2	Total Price Summary	As per format provided in Section 14

7.15 Language

The bid should be prepared and submitted by the bidders in English language only. If any submitted supporting documents are in any language other than English, translation of the same in English language is to be provided (duly attested) by the Bidders. For purposes of interpretation of the documents, the English translation shall govern. Such translated documents shall be notarized and in case of any incorrectness of the translation, the bidder will be penalized.

7.16 Authentication of Bids

An authorized representative (or representatives) of the Bidder shall initial all page of the Pre-Qualification and Commercial Bids. Bid should be accompanied by an authorization in the name of the Signatory (or signatories) of the Bid.

7.17 Amendment of Request for Proposal

At any time prior to the due date for submission of bid, Authority may, for any reason, whether at its own initiative or in response to a clarification requested by Prospective bidder(s), modify the RFP document by amendments. Such amendments shall be uploaded on the BSCDCL website, through corrigendum and shall form an integral part of the RFP document. The relevant clauses of the RFP document shall be treated as amended accordingly.

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It shall be the responsibility of the prospective bidder(s) to check the Authority's website from time to time for any amendment in the RFP document. In case of failure to get the amendments, if any, Authority shall not be responsible.

In order to allow prospective bidders a reasonable time to take the amendment into account in preparing their bids, the Authority, at its discretion, may extend the deadline for submission of bids. Such extensions shall be uploaded on the website of the Authority.

7.18 Bid Price

Commercial Bid shall be as per the format provided in Section 14. Bidders shall give the required details of all applicable taxes, duties, other levies and charges etc. in respect of direct transaction between Authority and the Bidder.

Bidders shall quote for the entire scope of contract on a "overall responsibility" basis such that the total bid price covers Bidder's all obligations mentioned in or to be reasonably inferred from the bidding documents in respect of providing the product/services.

Prices quoted by the Bidder shall remain firm during the entire contract period and not subject to variation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and rejected.

7.19 Late Bids

Late submission will not be entertained and will not be permitted by the BSCDCL.

The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.

Authorities shall not be responsible for delay in submission of any submission related or website related issues and date of submission cannot be extended for such reasons. Authority reserves the right to modify and amend any of the above stipulated conditions/criterion.

7.20 Right to terminate the process

Authority may terminate the RFP process at any time and without assigning any reason. Authority makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by the Authority.

7.21 Non-confirming Bids

A bid may be construed as a non-confirming bids and ineligible for consideration:

- If it does not comply with the requirements of this RFP
- If a bid does not follow the format requested in this RFP or does not appear to address the requirements of the solution.

7.22 Right to Acceptance / Rejection of all or any bids by BSCDCL

- Notwithstanding anything contained in this RFP, BSCDCL reserves the right to accept or reject any or all Proposal and to annul the Selection Process and reject any or all Proposals, at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons, therefore.
- Besides other conditions and terms highlighted in the Tender Document, bids may be rejected under following circumstances:

General Rejection criteria

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- Conditional Bids.
- If the information provided by the Bidder is found to be incorrect/misleading/ fraudulent at any stage/time during the Tendering Process.
- Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions.
- Bids received after the prescribed time & date for receipt of bids.
- Bids without signature of person(s) duly authorized on required pages of the bid.
- Bids without power of attorney/board resolution or its certified true copy.
- If all the information required in the tender is not provided.
- Tender/Bid is not signed by the bidder
- RFP fee and/or bid security is not provided or submitted
- The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
- Any other reason with the discretion of authority.

Pre-Qualification Rejection Criteria (The Authority reserves the right to reject any Bid and forfeit Bid Security if.

- At any time, a material misrepresentation in terms of misleading or false representation is made or uncovered, or
- Bidder is blacklisted/barred as per the RFP.
- In case of fraudulent Bid and the Bidder found to be involved in fraudulent and corrupt practice.
- In case the Bidder has Conflict of Interest as per RFP
- A Bidder tries to influence Authority in its decisions on Evaluation process/Selection process.
- While evaluating the Bid, if it comes to Authority's knowledge expressly or implied, that some Bidders may have compounded in any manner whatsoever or otherwise joined to form an alliance resulting in distorting competitive price discovery or delaying the processing of proposal.
- Record of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the Bidder, consistent history of litigation awarded against the applicant or financial failure due to bankruptcy.
- A bidder who submits or participates in more than one Bid under this RFP.
- Such misrepresentation/improper response/blacklisting/record of poor performance shall lead to the disqualification of the Bidder. If such disqualification/rejection occur after the Bids have been opened and the Preferred Bidder gets disqualified/ rejected, then the Authority reserves the right to:
 - Invite the remaining Bidders to submit their Bids or
 - take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
- Bidders not complying with the Eligibility Criteria given in this Tender
- Revelation of Prices in any form or by any reason before opening the Commercial Bid.
- Failure to furnish all information required by the Tender Document or submission of a Bid not substantially responsive to the Tender Document in every respect.

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- Bidders not quoting for the complete scope of work as indicated in the Tender Documents, addendum/corrigendum (if any) and any subsequent information given to the Bidder.
- Bidders not complying with the Technical and General Terms and conditions as stated in the Tender Documents.
- The Bidder not confirming unconditional acceptance of full responsibility of providing services in accordance with the scope of work and Service Level Agreements of this Tender.

Commercial Rejection Criteria

- Incomplete price Bid as stipulated format in the RFP.
- Price Bids that do not conform to the Tender's price bid format.
- Total price quoted by the Bidder does not include all statutory taxes and levies applicable.
- In case bidder found non-compliant on the applicable laws or conditions or clauses as per the RFP on price bid calculation.
- If there is an arithmetic discrepancy in the commercial Bid calculations the Technical Committee shall rectify the same. If the Bidder does not accept the correction of the errors, its Bid may be rejected.
- Misrepresentation/improper response by the Bidder may lead to the disqualification. If such disqualification/ rejection occurs after the Proposals have been opened and the lowest price Bidder gets disqualified/rejected, then BSCDCL reserves the right to consider the second lowest Bidder or take any other measure as may be deemed fit in the sole discretion of BSCDCL, including annulment of the Selection Process.

7.23 Confidentiality

All the material/information shared with the Bidder during this bidding process as well as the subsequent resulting engagement following this process with the successful bidder, shall be treated as confidential and should not be disclosed in any manner to any unauthorized person under any circumstances. The employees of the successful bidder who are proposed to be deployed on the project need to furnish a Non-Disclosure Agreement (NDA).

7.24 Conflict of Interest

A bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, Authority shall forfeit the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to Authority for, inter alia, the time, cost and effort of Authority including consideration of such Bidder's Bid, without prejudice to any other right or remedy that may be available to Authority hereunder or otherwise.

Authority requires that the bidder provides solutions which always hold Authority's interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidder shall not accept or engage in any assignment that would conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of Authority.

A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

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The Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof;

- For the purpose of this Clause indirect shareholding held through one or more intermediate persons shall be computed as follows: (a) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (b) subject always to sub-clause (a) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (b) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
 - A constituent of such Bidder is also a constituent of another Bidder; or
 - such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its member or any Associate thereof; or
 - such Bidder has the same legal representative for purposes of this RFP as any other Bidder; or,
 - such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each-others’ information about, or to influence the RFP of either or each other; or
 - such Bidder, or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design, or technical specifications of the project.
- A Bidder shall be liable for disqualification if any legal, financial, or technical advisor of the Authority in relation to the Bid is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such advisor was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP Withdrawal, Substitution and Modifications of Bid
 - A Bidder may withdraw its Bid or re-submit its Bid (Pre-Qualification or financial) before the deadline mentioned in the fact sheet.
 - Bids withdrawn shall not be opened and processed further.

7.25 Site visit and verification of information

- a. While preparing the Bid, the Bidder shall consider the information provided in this RFP in totality and is expected to carefully examine the contents of all the documents provided. Failure to comply with the requirements of the RFP will be at the Bidder’s own risk and may lead to disqualification of the bid as being nonresponsive.

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- b. The technical details given in Sections of this RFP are based on the site status and assumptions of BSCDCL. However, the Bidders shall be wholly responsible for all the details of their Bids, the physical and site conditions, etc. In essence, after the Bid is submitted, the Bidder shall be the ‘owner’ of all the data, which forms the basis of the Bid and shall have no claims whatsoever on BSCDCL or its agencies or its Advisors regarding the accuracy of the data or designs, information, etc. furnished in the RFP.
- c. It would be deemed that prior to the submission of the Proposal, the Bidder has:
 - i. Made a complete and careful examination of requirements and other information set forth in this RFP document.
 - ii. Examined all the relevant information as it has received from BSCDCL in respect of the project.
- d. Made a complete and careful examination to determine the difficulties and matters incidental to the performance of its obligations under the Authorization Agreement, including but not limited to
 - i. The Project Site(s)
 - ii. Availability of suitable materials and technology for construction and operation.
 - iii. All other matters that might affect its performance under the Authorization Agreement
- e. Bidders shall carry out any surveys, investigations etc. at their own cost and risk.
- f. Bidders are encouraged to submit their respective Proposals after visiting the earmarked locations and ascertaining for themselves with the site conditions, traffic, location, surroundings, climate, access to the sites, availability of information with the BSCDCL. Applicable Laws and regulations or any other matter considered relevant by them.

7.26 Project site

- a. BSCDCL hereby undertakes to handover to the Successful Bidder, physical possession of the Project Site as per Annexure-1 for the purpose of implementing the Project but subject to the rights of BSCDCL.
- b. The project shall commence from the signing of the date of Authorization Agreement and the handing over of sites shall be linked to agreed erection/ installation schedule submitted by the successful bidder in the office of BSCDCL.
- c. BSCDCL confirms that upon the Project Site being handed over pursuant to the preceding para, the successful bidder shall have the right to enter upon, occupy and use the Project Site and to make at successful bidder costs, charges and expenses such development and improvements in the Project Site as may be necessary or appropriate to implement the Project and to provide the Project Facility subject to and in accordance with the provisions of this RFP.
- d. Under no circumstances, the successful bidder shall not use the project site for any purpose other than the purposes of installation of Digital Media Devices.
- e. BSCDCL has marked and plotted each location on map, the successful bidder has to obtain these maps from BSCDCL office before commencing the Digital Media Devices construction/installation work.
- f. If successful bidder found any encumbrance on proposed site location, in terms of minimum lateral and longitudinal distance or any other encumbrance which hinders or affects the successful bidder in construction/installation of Digital Media Devices, in that case successful

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bidder will make a written request to CEO, BSCDCL to relocate or shift the location in nearest vicinity of the proposed Digital Media Devices location.

7.27 Local conditions

- a. Each Bidder is expected to become fully acquainted with the local conditions and factors, which may affect the performance of the contract and /or the cost.
- b. The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the contract after issue of Letter of Award as described in the bidding document. The BSCDCL shall not entertain any request for clarification from the Bidder regarding such local conditions.
- c. It is the Bidder's responsibility that such factors have been properly investigated and considered before submitting the proposal. No claim, what-so-ever, including that for financial adjustment to the contract awarded under the bidding document will be entertained by the BSCDCL. Neither any change in the time schedule of the contract nor any financial adjustments arising there-of shall be permitted by the BSCDCL on account of failure of the Bidder to know the local laws/conditions.

7.28 Assignment of advertisement rights

The successful bidder will Commence the operation only after obtaining written order from BSCDCL, the assignment of advertising rights will be provided by BSCDCL only when successful bidder fulfils the below mentioned conditions:

- a. The assignment of advertising rights will be given on each Digital Media Device basis, the successful bidder must complete the each Digital Media Device in totality and apply in writing for advertising rights in the office of BSCDCL along with the below mentioned required compliance documents as per the provisions of Madhya Pradesh Outdoor Advertisement Media Rules 2017.
 - i. The successful bidder has to submit the Structural certification of each Digital Media Device.
 - ii. The successful bidder has to submit the insurance certificate of each Digital Media Devices.
 - iii. The successful bidder has to submit the Operation Performance Bank guarantee equal to the six time of Monthly Authorization Fee.
- b. The construction/installation of Digital Media Devices in totality as per the construction standards laid down in Minimum Development Obligations (MDOs)

8. Award of Contract

8.1 Notification of Award

Authority will notify the Successful Bidder via letter/fax/email of its intent of accepting the bid. Within 7 days of receipt of the Letter of Intent (LOI) issued by the Authority, the Successful Bidder shall be required to sign the LOI and return the same to the address specified above as a token of acceptance of the LOI.

8.2 Operational Performance Security

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- a) The Successful Bidder shall have to submit the Operational Performance Security deposit in form of a Bank Guarantee/Demand Draft/Fixed Deposit in favor of CEO, Bhopal Smart City Development Corporation Ltd. (BSCDCL) by a Scheduled/Nationalized bank for an amount equivalent to the 6 (Six) times of the Monthly Authorization Fee (MAF) (as offered by the bidder), has to be submit at the time of receiving the Advertisement Rights from BSCDCL. However, in the event of deposition of performance security shall be valid throughout the contract period.
- b) EMD of successful bidder will be released/refunded only after submission of the Operational Performance Security. The Performance Security deposit in form of Fixed Deposit/Bank Guarantee/Demand Draft/NEFT.
- c) In case, the Successful Bidder fails to submit Operational Performance Security within the time stipulated, the Bhopal Smart City Development Corporation Ltd. (BSCDCL) at its discretion may cancel the Letter of Award (LoA) issued to the Successful Bidder without giving any notice and may invoke the EMD of such Successful Bidder.
- d) No interest will be payable to the tenderer on the Performance Security deposited with the Bhopal Smart City Development Corporation Ltd. (BSCDCL).
- e) The Performance Security will remain freeze during the entire contract period, and it will not be released to Successful Bidder.
- f) The amount of Performance Security as Security deposit shall be forfeited if the Successful Bidder abandons or fails to perform the contract at any time during the Authorization Period. Further, if it is observed at any time during the Authorization period the party has submitted fake/bogus documents in tender to gain the contract then the contract shall be terminated, and performance security shall also be forfeited.
- g) The amount of the performance security as security deposit shall be forfeited if the Successful Bidder fails to perform the contract at any time and in such other events as are elsewhere provided in the contract.

8.3 Release of Operational Performance Security

The Operational Performance Security will be released only after meeting all the following conditions:

- a) After successful implementation of this project;
- b) Successful managing, operation and maintenance of all the services under this agreement;
- c) Payment of all the penalties throughout implementation, operation and maintenance period;
- d) Payment of all Authorization fees as per agreement along with penalties, if any;
- e) At the end of the Authorization period, Performance Bank Guarantee of Successful Bidder will be released after successful handing over of Digital Media Devices, assets and services, including all hardware in working conditions. If any deficiency noticed at the time of handing over the Successful Bidder has to get rectified/replaced the same at his own cost within 15 days otherwise Bhopal Smart City Development Corporation Ltd. (BSCDCL) will get it rectified at the risk and cost of the Successful Bidder.
- f) On production of clearance for all applicable dues, if any.

8.4 Signing of agreement

- a) After Bhopal Smart City Development Corporation Ltd. (BSCDCL) issues Letter of Award (LoA) to the Successful Bidder, the Successful Bidder shall execute the Authorization Agreement with the Bhopal Smart City Development Corporation Ltd. (BSCDCL) within a period of one month from the date of issue of the Letter of Award (LoA) subject to the condition that the Operational

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Performance Security has been deposited by the Preferred Applicant within the prescribed period.

- b) Failure of the Preferred Applicant to furnish the Operational Performance Security or execute the Agreement within the prescribed time shall cause the EMD of the Preferred Applicant to be liquidated. The Preferred Applicant will be liable to indemnify Bhopal Smart City Development Corporation Ltd. (BSCDCL) for any additional cost or expense, incurred on account of failure of the Preferred Applicant to execute the Authorization Agreement.
- c) Notwithstanding anything to the contrary mentioned above, Bhopal Smart City Development Corporation Ltd. (BSCDCL) at its sole discretion shall have the right to extend the timelines for execution of Authorization Agreement on the request of the Preferred Applicant, provided the same is bona-fide.

8.5 Concessions permissible under statutes

Bidder, while quoting against this RFP, must take cognizance of all concessions permissible, if any, under the statutes and ensure the same is passed on to the Authority, failing which it will have to bear extra cost. In case Bidder does not avail concessional rates of levies like customs duty, excise duty, sales tax, etc., the authority will not take responsibility towards this. However, the Authority may provide necessary assistance, wherever possible, in this regard.

8.6 Taxes

- a) The Successful Bidder shall be responsible for all the income tax, statutory taxes, statutory dues, local levies, Service tax, etc., to be paid to Government/Statutory bodies/Authorities, etc., for the services rendered by it. There will be no tax liability upon the Bhopal Smart City Development Corporation Ltd. (BSCDCL) whatsoever on any account.
- b) The Successful Bidder indemnifies Bhopal Smart City Development Corporation Ltd. (BSCDCL) from any claims that may arise from the statutory authorities in connection with this License.
- c) The Successful Bidder should ensure enforcement of Applicable Laws including Labour Laws, Minimum Wages Laws, etc., and at no point of time should the Bhopal Smart City Development Corporation Ltd. (BSCDCL) be drawn into litigation on these counts.

8.7 Records and Information

For the purposes of audit in accordance with this Schedule, the Selected Bidder shall maintain true and accurate records in connection with the provision of the services and shall handover all the relevant records and documents upon the termination or expiry of this Agreement.

8.8 Fraud and corrupt practices

Authority requires that Bidder must observe the highest standards of ethics during the entire process of RFP evaluation and during execution of the contract. In pursuance of this policy, Authority defines, for the purpose of this provision, the terms set forth as follows:

- i. **"Corrupt practice"** means the offering, giving, receiving, or soliciting of anything of value to influence the action of the Authority in contract executions.
- ii. **"Fraudulent practice"** means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to the Authority, and includes collusive practice among Bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive the Authority of the benefits of free and open competition.

- iii. **"Unfair trade practices"** means supply of services different from what is ordered on or change in the Scope of Work which is given by the Authority in the RFP.
- iv. **"Coercive Practices"** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of a contract.

Authority shall reject the Bid proposal for award of contract, if it determines that the Bidder recommended for award, has been found to have been engaged in corrupt, fraudulent, or unfair trade practices. Once the contract is signed and if it is noticed that the Successful Bidder has indulged into the Corrupt / Fraudulent / Unfair / Coercive practices, it will be a sufficient ground for the Authority for termination of the contract and initiate blacklisting of the Successful Bidder.

9. Selection Process of Bidder

9.1 Opening of Bids

The Bids shall be opened by Authority online on E-procurement portal.

Bidders who meet the pre-qualifications/eligibility requirements would be considered as technically qualified. The Technical Proposals of the Pre-Qualified bidders shall only be considered qualified and move to the next stage for Financial Bid and shall be eligible to participate in bidding on www.mptenders.gov.in.

9.2 Preliminary Examination of Bids

Authority shall examine the bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting any criteria specified in the RFP, shall be rejected by Authority, and shall not be included for further consideration.

Initial Bid scrutiny shall be held, and bids will be treated as non-responsive, if bids are:

- Not submitted in format as specified in the RFP document
- Received without the Letter of Authorization (Power of Attorney)
- Found with suppression of details
- With incomplete information, subjective, conditional offers and partial offers submitted
- Submitted without the documents requested
- Non-compliant to any of the clauses mentioned in the RFP
- With lesser validity period
- EMD not submitted/lesser EMD validity period
- If the Bidder gives wrong information in the Bid.
- Canvassing in any form in connection with the Bid.
- Bids submitted after due date and time.
- Bids submitted by Print out/Telex/Telegram/Fax/e-mail.
- Erasure and/or over writing is/are Not permissible
- Bids not signed by authorized signatory

9.3 Clarification on Bids

At any stage during the bid evaluation, Authority may, at its discretion, ask the Bidder for any clarification(s) of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.

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The Authority may waive any minor infirmity, nonconformity or irregularity in a bid that does not constitute a material deviation, and that does not prejudice or affect the relative position of any Bidder, provided it conforms to all the terms, conditions of the bidding documents without any material deviations, objections, conditionality, or reservations. A material deviation, objection, conditionality, or reservation is one (i) that affects in any substantial way the scope, quality, or performance of the Agreement; (ii) that limits in any substantial way, inconsistent with the bidding documents, Authority’s rights or the selected Bidder’s obligations under the Agreement; or (iii) whose rectification would unfairly affect the competitive position of other Bidders who are presenting responsive bids.

9.4 Evaluation Process

Authority shall constitute a Tender Evaluation Committee (TEC) to evaluate the responses of the Bidders. The Tender Evaluation Committee shall evaluate the responses to the RFP and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence by Bidders may lead to rejection of their bids.

The decision of the Tender Evaluation Committee in the evaluation of bids shall be final. No correspondence will be entertained outside the process of evaluation with the Committee. The Tender Evaluation Committee may ask for meetings or presentations with the Bidders to seek clarifications or confirmations on their bids.

The Tender Evaluation Committee reserves the right to reject any or all bids. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

The steps for evaluation are as follows:

STAGE 1: PRE-QUALIFICATION

PRE-QUALIFICATION

- Authority shall validate the “RFP Document fee & Bid Security/Earnest Money Deposit (EMD)” as stated in the RFP document.
- Further to the above assessment, Authority shall evaluate the compliance of the Pre-Qualification Criteria and its responses submitted by the bidding entity along with the supporting documents. All the compliance pertaining to the Pre-Qualification Criteria its supporting documents are mandatory complied by the bidding entity.
- If bidder failed to meet any of the compliance of the Pre-Qualification Criteria its supporting documents, then it shall be considered as a disqualified.
- Bidders will be informed of their qualification/disqualification based on the Pre-Qualification criteria through email/phone/notification through procurement portal.
- Only bidder(s) who successfully complied all mandatory Pre-Qualification Criteria its supporting documents shall be considered for the evaluation of Commercial Evaluation.

Stage 2: Price / Commercial Evaluation

- The Price bids of the qualified Bidders of Pre-Qualification stage shall be opened on the notified date and time and reviewed to determine whether the Price bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Authority’s discretion.

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- Price Bids that are not as per the format provided in the RFP shall be liable for rejection.
- All the prices are to be entered in Indian Rupees (INR) only.
- Prices indicated in the schedules shall be inclusive of all duties, taxes and exclusive of the Good and Service Tax (GST).
- BSCDCL also intends to utilize various rates obtained through this tender for requirements across various departments. Bidders are requested to factor this potential demand and give the best & responsive rates to BSCDCL.

Successful bidder evaluation

- a) The bidder who quotes the **HIGHEST PREMIUM ON MINIMUM RESERVED PRICE (MRP) per Annum per Digital Media Device** will be considered as Successful Bidder.

9.5 Pre-Qualification Criteria

The Bidder must possess the requisite experience, strength, and capabilities in providing services necessary to meet the requirements as described in the RFP document. Keeping in view the complexity and volume of the work involved, following criteria are prescribed as the eligibility criteria for the bidder interested in undertaking the project. The bidder must also possess technical know-how and financial ability that would be required to successfully provide Installation, Operation and Maintenance services sought by the Authority for the entire agreement duration. The bids must be complete in all respects and should cover the entire scope of work as stipulated in the bid document. This invitation to bid is open to all Bidders who qualify the eligibility criteria as given below:

Sr.No	Category	Eligibility Criteria	Supporting Document Evidence to be submitted by the Bidder
1.	Incorporation of firm, legal entity for	<p>The Bidder should be:</p> <ul style="list-style-type: none"> • A company incorporated in India under the Companies Act, 1956 / 2013 and subsequent amendments thereto. • Registered with PAN and GST Authorities in India. • Firm/Partnership Firm/Company incorporated in India and duly registered under the respective laws and operating for at least last three years. • Copies of registration certificate of the firm/company, Memorandum and Articles of Association in case of firms registered under the Companies Act. <p>Note: Consortium Joint venture is not allowed in tender bidding process.</p>	<ul style="list-style-type: none"> • Tender Document Fees as specified in RFP the document • Bid Security/ Earnest Money Deposit as specified in the RFP document • Copy of Certificate of Incorporation • Copy of PAN • Copy of Registration Certificates with the GST Authorities • Power of Attorney for Signing of Bid
2.	Financial Strength	<p>The Bidder should have an Average Annual Turnover of minimum INR 1 cr from in last 3 audited financial years FY 2023-24, FY 24-25 FY 25 -26.</p>	<ul style="list-style-type: none"> • Audited financial statements for last three financial years as stipulate in the RFP.

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Sr.No	Category	Eligibility Criteria	Supporting Document Evidence to be submitted by the Bidder
			<ul style="list-style-type: none"> • Certificate from the Chartered Accountant on turnover details from the over the last three (3) audited financial years as per Annexure of the Section-14.
3.	Net worth	The Bidder should have positive net worth in each of last 3 audited financial years FY 2023-24, FY 24-25 FY 25 -26.	<ul style="list-style-type: none"> • Certificate from the Chartered Accountant on net worth, as per Annexure of the Section-14.
5.	Bidder's Experience in Implementation of the Outdoor Advertisement Projects	Furnish an undertaking that he/she should be in the business of running or managing outdoor advertisement or Experience of PPP (BOT) project where revenue realization is through outdoor advertisement at least for two (02) year. The bidder should have a registered number of: GST, VAT Sales Tax where his business is located	<ul style="list-style-type: none"> • Project Citation signed and stamp by Authorized signatory as per Annexure of Section-14. • Work order/ Contract clearly highlighting the scope of work and Contract Value. • Completion Certificate
6.	Bidder's Undertakings for Not-Blacklisting	The Bidder should not have been blacklisted by any Central or State Government Agencies/Urban Local Bodies/Smart Cities in India as on the bid submission date.	Self-declaration by the Bidder duly notarized and signed by the authorized signatory on Non – judicial stamp paper of INR 300/- as per Annexure of the Section-14.
7.	Bidder's Declarations	<p>The bidder should have undertaken the following certificate as per format.</p> <ul style="list-style-type: none"> • Furnish an undertaking that he/she shall comply with the Bhopal Outdoor Media Municipal Corporation Act, regarding installation of LED Digital Media Devices and display of outdoor advertisements. • Anti-Collusion Certificate 	Self-Declaration and Undertaking of the bidding entity on the Non – judicial stamp paper of INR 300/- as per the as per Annexures of the Section-14.

Note:

- The cited projects should have been discharged directly to the Bidding entity by the client through explicit contracts thereof in the name of Bidder (Subcontracting projects or project awarded by the private firms to the bidders are not considered for evaluation)

9.6 General Clause related to Sole Bidder/OEM from a Country which shares a Land Border with India

- Any bidder/OEM from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)).
- "Bidder from a country which shares a land border with India" means:
 - An entity incorporated, established or registered in such a country; or
 - A subsidiary of an entity incorporated, established or registered in such a country; or
 - An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - An entity whose beneficial owner is situated in such a country; or An Indian (or other) agent of such an entity; or
 - A natural person who is a citizen of such a country; or
- The beneficial owner for the purpose of above will be as under:
 - In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
 - Explanation—
 - "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company.
 - "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
 - In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
 - In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
 - Where no natural person is identified under i or ii or iii above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
 - In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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- An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority (Registration committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT))

10. Scope of Work

10.1 Scope of Work

The Successful Bidder will install, maintain, and operate and advertise on Digital Media Devices. Technical specifications for specific components are described.

- a) Bhopal Smart City Development Corporation Ltd. (BSCDCL) has earmarked the locations for installation/erection of Digital Media Devices; all the locations are mapped on GPS.
- b) Further using the identified locations, Advertisement on Digital Media Devices has been created for bidding. Under no circumstances Digital Media Device installation locations shall be altered or modified or changed.
- c) Successful Bidders shall be responsible for Installation, construction of Digital Media Devices on at specified location identified by Bhopal Smart City Development Corporation Ltd. (BSCDCL). The maximum time period for completion of the Erection/Installation of all Digital Media Devices shall be 03 (Three) months as Moratorium Period.
- d) Bhopal Smart City Development Corporation Ltd. (BSCDCL) shall award the rights to the Bidder whose quote is highest for Digital Media Device over and above the Minimum Reserved Price to Install, Construct and Advertise as per the tender.
- e) Advertisement rights on all Digital Media Devices, shall be given to successful bidders i.e. “The Successful Bidder” by Bhopal Smart City Development Corporation Ltd. (BSCDCL) only after the successful completion of the Installation, construction work of Digital Media Devices in totality & Submission of Operational Performance Security.
- f) The license fee shall be charged after the completion of Moratorium Period and Moratorium Period will be of Three (03) months from the date of award of work. Bhopal Smart City Development Corporation Ltd. (BSCDCL) will hand over the identified locations for installation/erection of Digital Media Devices to the Successful Bidder. Successful Bidder will be allowed for commercial advertisement on Digital Media Devices only after successful completion of Installation / Erection of Digital Media Devices, the Bhopal Smart City Development Corporation Ltd. (BSCDCL) will start charging the license fee immediately after completion of moratorium period of Three (03) months from the date of Work Order or from the commercial operation by the bidder whichever is earlier.
- g) In addition to the license fee, the Successful Bidder shall deposit bank guarantee as a performance security of an amount equivalent to the six time the Monthly Authorization fee payable to the Bhopal Smart City Development Corporation Ltd. (BSCDCL) in advance at the time of receiving Advertisement Rights from BSCDCL.
- h) The Successful Bidder shall also be fully responsible for Maintenance of all Digital Media Devices. Maintenance of all Digital Media Devices will be done as per the standards stipulated in Minimum Development Obligation’s (MDOs).
- i) Electricity connection & paying of electricity bills of all Digital Media Devices will be the responsibility of Successful Bidder/agency.
- j) The successful bidder shall be liable to buy insurance against public liability.

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- k) For the entire contract period essential services are to be provided by the Successful Bidder.
- l) The Successful Bidder has to transfer all the Digital Media Devices to Bhopal Smart City Development Corporation Ltd. (BSCDCL) in sound condition at the end of Authorization Period.
- m) The Successful Bidder can install/erect all the Digital Media Devices mentioned under this RFP document for a period of Three (3) Years as per following detail.

10.2 Authorization Period

- a) Authorization period shall be for Three (3) years as per following detail.
- b) Signing of Authorization Agreement within 30 days from the date of issue of Letter of Award (LoA).
- c) Period of Construction and Installation of Digital Media Devices (Moratorium Period) will be Three (03) months from the date of signing of agreement.
- d) The Authorization Period of contract for Digital Media Devices shall be for Five (5) Years commencing after completion of Moratorium Period.
- e) The time period for erection/installation, construction of the entire Digital Media Devices (Moratorium Period) Three (03) months & extension of time may be given to the Successful Bidder in view of valid reasons.
- f) Extension of time period for the erection/installation, construction of Digital Media Devices may be given by the Successful Bidder for reasons beyond the control of Successful Bidder. The reason for granting the extension for the construction period shall be delay in the handing over of the site to the Successful Bidder and delay in the start of the work due to the impediment of the underground/overhead utility shifting (if any), however all utility shifting will be the responsibility of the Successful Bidder and no payment will be given for the shifting.
- g) Further, in view of the ensuing any important event of national or state pride in which government publicity is sought/desired or required, the successful bidder shall provide 3 hours duration per month for such advertisement without any cost.

10.3 Annual Authorization Fess

- a) The Minimum Reserved Price mentioned in Fact Sheet (exclusive of all taxes).
- b) The Applicant who has the highest quoted price offer above the Minimum Reserved Price payable to the Bhopal Smart City Development Corporation Ltd. (BSCDCL) for the Project ("H1 Applicant") shall be the best preferred Successful Bidder.
- c) The Successful Bidder shall pay an amount equal to 6 times the Monthly Authorization Fess quoted by the bidder to Bhopal Smart City Development Corporation Ltd. (BSCDCL) in advance on half yearly basis (exclusive of all taxes) throughout the Authorization period.
- d) This quote shall be escalated at rate of 5% per annum from second year onwards on compounded basis. The Annual Authorization Fee shall be taken after end of moratorium period.

10.4 Extension Period

The Authorization Period will be extended for another Two (2) years based on the performance of the Successful Bidder and solely at the discretion of CEO, Bhopal Smart City Development Corporation Ltd. (BSCDCL), subject to;

- a) Timely payment of Authorization fee;
- b) Adherence of Minimum Development obligations;
- c) Annual structural audit compliance of Digital Media Devices.

10.5 Project Insurance

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The Successful Bidder shall get comprehensive insurance from reputed insurance company for the project duration for all supplies (hardware/software/Services) supplied under this RFP. If any component under the project damages or vandalized during the contract period, the same shall be procured & reinstated by the Successful Bidder through the claim of the insurance policy of the project.

10.6 Project handover and Exit management

The Successful Bidder shall provide BSCDCL the following information/data Two (2) months before the expiry of the Contract Period.

- All other information (including but not limited to documents, records, and agreements) relating to the products & services related to the project to enable BSCDCL.

The Successful Bidder shall provide access to copies of all information held or controlled by them which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services.

10.7 Roles & Responsibility of BSCDCL and Successful Bidder

A. BHOPAL SMART CITY DEVELOPMENT CORPORATION LTD. (BSCDCL) agrees to observe, comply and perform the following:

- a) The Successful Bidder shall erect/install Digital Media Devices only on the earmarked sites provided by Bhopal Smart City Development Corporation Ltd. (BSCDCL). Any violation shall result in immediate cancellation of the contract without any prior notice.
- b) The Successful Bidder has to incur all expenses: The Successful Bidder shall incur all expenses related to installation, erection, Civil Construction, Electrical Installation of the Digital Media Devices and Structural design of Digital Media Devices, designed & certified by NIT/State Government College/any reputed structural engineer, shall be submitted by Successful Bidder to Bhopal Smart City Development Corporation Ltd. (BSCDCL). Under No circumstances Bhopal Smart City Development Corporation Ltd. (BSCDCL) shall bear any charges related to the installation and erection and maintenance of the Digital Media Devices.
- c) The advertisement rights will be assigned only when Digital Media Devices will be completely installed in totality and submission of Operational Performance security with written request for assignment of advertising rights for each Digital Media Device has been made in the office of Bhopal Smart City Development Corporation Ltd. (BSCDCL) along with the required compliance documents as per the provision of Madhya Pradesh Outdoor Advertisement Media Rules 2017.
- d) BSCDCL shall appoint one or more officers of suitable seniority in rank and tenure to act as the point of contact for the Successful Bidder within BSCDCL and who would assist in the implementation of the Project and for enabling the resolution of any issues that may arise in the implementation of the Project;
- e) At the end of the Authorization period, all rights given to the Successful Bidder shall be terminated automatically.
- f) Bhopal Smart City Development Corporation Ltd. (BSCDCL) shall provide single window clearance, where Bhopal Smart City Development Corporation Ltd. (BSCDCL) has full control and jurisdiction, to the Successful Bidder for the purpose of this RFP document.

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- g)** BSCDCL shall conduct regular inspections as per the power conferred by the provisions of Madhya Pradesh Outdoor Advertisement Media Rules, 2017 and the provisions of Madhya Pradesh Municipal Corporation Act, 1956, at any time during the Term of the Agreement for the project.

B. SUCCESSFUL BIDDER

The Successful Bidder role, responsibilities relating to the Project are provided herein below:

- a)** The Successful Bidder shall undertake the work "Engagement of Agency for Construction of Digital Media Devices on Built Operate & Transfer Basis (BOT) And Award of Advertisement Rights", as per indicative list attached in Annexure - 1 and adhere to requirements for the implementation of the Project as provided in Authorization Agreement.
- b)** Operate, maintain and manage all Digital Media Devices as covered in this RFP document throughout the Authorization Period.
- c)** The bidder shall inspect the site which will be given on 'as is where is 'basis and may obtain necessary clarification, if any, regarding the same to his full satisfaction before offering the bid for the same. The bidder shall acquaint him of all the local conditions and sites condition.
- d)** The Successful Bidder will be responsible for all civil and installation work related to erection/installation of Digital Media Devices and infrastructure requirements related to any work under this RFP document.
- e)** Watch and ward of the assets/services created in this project. The Successful Bidder has to replace the material(s) / equipment(s) /device(s) in case of any theft or loss due to any other reasons, which affects the services/assets under this project.
- f)** Erect suitable structures at its own cost for installation of Digital Media Devices. These structures/ Digital Media Devices shall be aesthetically designed and structurally stable and as per specifications. The Successful Bidder shall also indemnify Bhopal Smart City Development Corporation Ltd. (BSCDCL) for any damage due to such structures.
- g)** The Successful Bidder shall get the advertisement rights of the Digital Media Devices, for the purposes of advertisement on Digital Media Devices, only after the completion of the erection /installation of all in totality and submission of Operation Performance Security at the time of receiving advertisement rights from BSCDCL.
- h)** The bidder should bid the amount by considering its entire revenue potential. Bhopal Smart City Development Corporation Ltd. (BSCDCL) will not be responsible for any decline in the revenue at the advertisement site for any reason whatsoever. Any claim for remission on the basis of harm to business interest on extraneous/unforeseen conditions/reasons whatsoever shall be summarily rejected by the Bhopal Smart City Development Corporation Ltd. (BSCDCL) without any kind of response to the Successful Bidder & the Successful Bidder shall not be entitled to make any claim/remission on that account.

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- i) The Successful Bidder undertakes to comply with Madhya Pradesh Outdoor Advertisement Media Rules, 2017 and any other Applicable Laws in relation to the implementation of the Project and, at all times during the Term of the Authorization Agreement.
- j) The Successful Bidder shall ensure that all Taxes and Duties are paid in a timely manner and there are no arrears with regard to the Project.
- k) The Successful Bidder shall establish a local office separately for the project in Bhopal and appoint one or more officers of suitable seniority in rank and tenure for the project to act as a Nodal officer & point of contact for Bhopal Smart City Development Corporation Ltd. (BSCDCL) within the Successful Bidder organization and who would assist in the implementation of the Project and for enabling the resolution of any issues that may arise in the implementation of the Project. It is clarified that information of such officer(s) shall be communicated in writing by the Successful Bidder to Bhopal Smart City Development Corporation Ltd. (BSCDCL) within 15 (fifteen) working days from the Appointed Date.
- l) The Successful Bidder shall provide full assistance and cooperation at its own cost to Bhopal Smart City Development Corporation Ltd. (BSCDCL) to get all the necessary Applicable Clearances during the Term of this Agreement or any even after the Termination or expiration of the Term of this Authorization Agreement. Additionally:
 - i) during the term of this Authorization Agreement, the Project shall at all times, subject to and in accordance with the terms hereof, be known and designated, as "BSCDCL's Digital Media Devices or by such other name, as from time to time may be determined by Bhopal Smart City Development Corporation Ltd. (BSCDCL) in its sole discretion (hereinafter referred to as the "Brand") and the Successful Bidder shall ensure that the Digital Media Devices always use and display the Brand in the manner prescribed by Bhopal Smart City Development Corporation Ltd. (BSCDCL);
 - ii) the Successful Bidder hereby warrants, covenants and undertakes that at no time, during the term of the Agreement, or post the expiry/termination of this Authorization Agreement, for whatever reason, the Successful Bidder shall make or be entitled to make any claim to the trade name or the Brand and alike or any part of the name or names under which BSCDCL is carrying on the business nor shall the Successful Bidder use a part of the style of its business any name(s), the Brand or logo(s), designs, manuals, technical know-how, or sign(s), which is or which are deceptively or confusingly similar to the Brand;
 - iii) nothing in this project will ever be construed as giving the Successful Bidder any right, title or interest in whatsoever in or to the Brand or giving the Successful Bidder or others permission to use the same or any colorable imitation thereof in any manner, except in accordance with and during the subsistence of this Agreement or with the prior written approval of the CEO of BSCDCL. The Successful Bidder will not use the Brand, as part of its corporate or other formal business name, except as may result as a consequence of the Successful Bidder as per this Agreement. The Successful Bidder will not register or attempt to register the Brand in any state, nation or political subdivision thereof. The use by the Successful Bidder of the Brand outside the scope of this Agreement, without BSCDCL's prior written consent, will be an infringement and/or passing off of BSCDCL's right, title and interest in and to the Brand, and the Successful Bidder expressly covenants that during the term of this Agreement, and

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after the expiration or termination thereof, the Successful Bidder will not, directly or indirectly, commit an act of infringement or passing off or contest or aid in contesting the validity or ownership of the Brand, or take any other action in derogation thereof; and

- iv) The Successful Bidder shall be responsible for the advertising, promotion and marketing of the Project including publicity material, poster, brochure, leaflet, press release, hoarding and any other promotional material. The Successful Bidder shall also be solely responsible for all cost, monetary or other, related to any advertisement, publicity material, poster, brochure, leaflet, press release and stationery item, including production, designing and releasing costs. All advertising and promotion and any other marketing activity conducted by the Successful Bidder in any manner or medium shall conform to such standards and requirements as are specified and approved in writing in advance by BSCDCL.
- v) The Successful Bidder undertakes to provide at its own cost any and all equipment, consumable, machine or material that is required for providing advertisement on Digital Media Devices.
- vi) The Successful Bidder shall be solely and exclusively responsible for all such employees, workmen, personnel and staff employed for the purposes of implementing the Project.
- vii) The Successful Bidder shall be responsible for damage caused to the public/property during display of Advertisement: BSCDCL shall not be responsible or liable or made a party to any damages or accidents which may happen at the site. The Successful Bidder shall be liable and responsible for any loss of life and/or physical harm/any other loss to the public or any other Successful Bidder including Government on account of negligence on the part of Successful Bidder in maintaining the Digital Media Devices properly.
- (m) All physical assets created under this RFP, will become the property of Bhopal Smart City Development Corporation Ltd. (BSCDCL) at the end of Authorization Period or at termination of the Authorization, whichever is earlier, and the Successful Bidder will not have any legal right on these assets.
- (n) At the end of the Authorization Period, the Successful Bidder has to hand over all physical assets belonging to Bhopal Smart City Development Corporation Ltd. (BSCDCL) in proper condition. In case of any deficiency noticed at the time of such handing over, the Successful Bidder has to get it rectified at his own cost within 15 days of such handing-over, otherwise, Bhopal Smart City Development Corporation Ltd. (BSCDCL) will get it rectified at the risk and cost of the Successful Bidder. Performance Security of Successful Bidder will be released only after successful handing over of all physical assets in working condition to Bhopal Smart City Development Corporation Ltd. (BSCDCL).
- (o) Any damage to other services arising due to installation or execution or repair or maintenance work by the Successful Bidder shall have to be rectified by the Successful Bidder within 72 hours of such damage, failing which Bhopal Smart City Development Corporation Ltd. (BSCDCL) will issue a notice to Successful Bidder asking for justification. Successful Bidder will be required to respond to such notice within 3 working days. In case it is found out that the current issue at hand is out of control of Successful Bidder, then problem will be solved jointly by Bhopal Smart City Development Corporation Ltd. (BSCDCL) and Successful Bidder based

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on their agreement. Else, Successful Bidder will be required to do the needful within 72 hours of the decision made by Bhopal Smart City Development Corporation Ltd. (BSCDCL).

- (p) The location of Digital Media Devices given under this RFP document is based on preliminary survey. Area and location may change while preparing detailed design and execution of this project.
- (q) The Successful Bidder shall pay Authorization Fee to Bhopal Smart City Development Corporation Ltd. (BSCDCL).
- (r) Successful Bidder to deposit BG/FDR/DD as a refundable security deposit with the Bhopal Smart City Development Corporation Ltd. (BSCDCL) as per the provisions of this RFP, which will be released within nine months from the date of end of Authorization Period, only upon successful completion of the work and settlement of all dues (unless the said amount is forfeited for any breach of contract) and that the said Security Deposit shall not carry any interest.
- (s) The Successful Bidder shall take metered electricity for Digital Media Devices. The entire electricity charges shall be borne by Successful Bidder only.
- (t) Ensure that all the Digital Media Devices will be erected/install in the defined earmarked location only, in case of any encumbrance on proposed Digital Media Devices installation location, the Successful Bidder may request in writing to relocate the proposed Digital Media Devices installation location by citing the type and nature of encumbrance on proposed Digital Media Devices location, the Bhopal Smart City Development Corporation Ltd. (BSCDCL) may review the cited reason and only on the verification may or may not provide the new Digital Media Devices installation location in nearest vicinity of the proposed location.

11. Project Schedule, Payment Milestone & Deliverables

11.1 Project Delivery Schedule & Deliverables

Project Schedule			
Sr	Activity	Responsible Party	Timeline
1	Issuance of LOI	BSCDCL	T1
2	Acceptance of LOI by Successful Bidder	Successful Bidder	T1+ 7 Days
3	Execution of Contract with BSCDCL BG +Contract + Payment	Successful Bidder	T1+ 30 Days
4	Submission of Performance Bank Guarantee	Successful Bidder	T1+ 90 Days
5	Commissioning of the Digital Media Devices and End of Moratorium Period	Successful Bidder	T1+ 90 Days
6	Submission of the Yearly License fee at the time of contract	Successful Bidder	T1+ 90 Days
7	Start of Commercial Operation	Successful Bidder	T1+ 91 Days

11.2 Payment terms:

- a) All payments will be made in Indian Rupees.

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- b) The Successful Bidder has to pay the Authorization Fee in advance on half-yearly basis. In addition to advance Half-yearly Authorization fee, the Successful Bidder should also deposit the applicable GST along with Half-yearly Authorization Fees.
- c) The Successful Bidder shall pay all duties and taxes in consequence of its obligations under the Authorization Agreement, and the Half-yearly Authorization fee shall not be adjusted for such costs. Any changes in GST shall be added on prorated basis on the applicable tariff for all categories rounded off to the nearest rupee.
- d) In addition to the Half-Yearly Authorization Fee, the Successful Bidder shall deposit Bank Guarantee as Operational Performance Security of an amount equivalent to the Half-Yearly Authorization Fee payable to the Bhopal Smart City Development Corporation Ltd. (BSCDCL) as per provision of the Authorization Agreement in advance valid for entire Authorization Period.
- e) Service Level Agreement (SLA) on Payment to BSCDCL

Criteria	Measurement	Penalty
Baseline	Payment within 7 th day of start of Year	0%
Lower Performance	Payment delayed from 7 th day up to 10 th day at start of Half Year	5% of yearly Authorization Fee
Breach	Payment delayed for more than 10 th day at start of Half Year	18% of yearly Authorization Fee
Termination	Payment delayed by 15 th days at start of Half Year	BSCDCL may Terminate the Contract and Forfeit the Performance Bank Guarantee

- f) In case the payment of Half-Yearly Authorization Fee along with penalty as stated above is not received within one month of delay CEO, Bhopal Smart City Development Corporation Ltd. (BSCDCL) shall be at liberty to terminate the contract without giving Notice and the amount equivalent to remaining Authorization Fee plus interest plus penalty if any will be recovered from the security deposit and the rest of the amount of security deposit will be forfeited.
- e) The Annual Authorization Fee shall be escalated at rate of 10% per annum from second year onwards on compounded basis. The Annual Authorization Fee shall be taken after end of moratorium period.
- g) If Successful Bidder found any encumbrance on proposed location as per the list of location given in the RFP, in that case Successful Bidder will make a written request to CEO, Bhopal Smart City Development Corporation Ltd. (BSCDCL) along with the technical report stating the nature of encumbrance as per the provisions of Madhya Pradesh Outdoor Advertisement Media Rules – 2017, to relocate that location in nearest vicinity of the said location or removal of that location.
- h) Further to the written request received from Successful Bidder, CEO, Bhopal Smart City Development Corporation Ltd. (BSCDCL) shall validate the case as per the provisions of Madhya Pradesh Outdoor Advertisement Media Rules – 2017.

12. Development, Operation and Technical Specifications

12.1 Development Control brief

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The responsibility of the Bidder shall include all activities that are required to be undertaken, in order to confirm with the Minimum Development Obligations, Use Allocation provided in this section of RFP. The Digital Media Devices would need to be planned, designed and constructed in accordance with the shared Technical & Architectural Specifications, Standards, and Design Guidelines and ‘Maintenance & Performance Standards’ provided in this section of RFP and as highlighted in table below.

All the applicable Development Controls and Regulations for development of Digital Media Devices in the proposed locations shall be as per the shared specifications.

S. No.	Description of Parameters	Applicable Standards	Remarks
1	Development Controls and regulations	Madhya Pradesh Outdoor Advertisement Media Rules-2017, Indian Road Congress (IRC), National Highway Authority of India (NHAI) regulations and National Building Code (NBC) guidelines.	Any other applicable regulations/stipulations, of any other statutory authorities applicable in Bhopal Municipal Corporation jurisdictions.
2	Spatial planning and architectural design guidelines	Urban & Regional Development Plans Formulation & Implementation guidelines (URDPFI) and Time Saver Standards. Specifications, guidelines stipulated in this section of RFP	Any other applicable regulations/stipulations, of any other statutory authorities.
3	Alternative/nonconventional materials/ technologies, sustainable buildings, energy conservation, etc.	Environmental Building Guidelines’ of MCS and Indian Green Building Council (IGBC)	Any other applicable regulations/stipulations of any other statutory authorities.
4	All Pavements and Signage	Indian Road Congress (IRC) & Ministry of Road Transport and Highways (MORTH) specifications.	Any other applicable regulations/stipulations, of any other statutory authorities.
5	Project construction including structures, utilities, infrastructure facilities, etc.	National Building Code of India-2016 (NBC) regulations, CPWD guidelines and as per Bureau of Indian Standards (BIS).	Any other applicable regulations/stipulations, of any other statutory authorities.
6	Performance Standards	ISO 9001: 2008	Any other applicable regulations/stipulations, of any other statutory authorities.

The Successful Bidder may consider employing solar energy to meet part of the power requirements of the project facilities like lighting in the equipment’s and messaging boards, etc.

12.2 Structural specifications

Digital Media Devices : Each Digital Media Devices shall be of below mentioned Material Specification and designs.

The Digital Media Devices advertisement panel can be single side based on the Digital Media Devices site. The sizes of advertisement panel of each Digital Media Devices is defined in Annexure-1. However, size of advertisement panel in the Digital Media Devices can be changed subject to a valid reason and with a written permission from CEO, BSCDCL.

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The specifications of the display on pole shall include:

The Technical Specifications contained herein shall be read in conjunction with the other Bidding Documents as specified. The Specifications and Standards as defined in the Authorization Agreement cover the Technical Specifications and Guidelines for various components of Digital Media Devices.

The following specifications and standards cover only some of the minimum requirements for the development of project facilities. The Successful Bidder shall construct, operate, maintain and manage the proposed project facilities strictly conforming to the relevant Indian standards, Bureau of Indian Standards (BIS), the best industry practices, and internationally acceptable norms for street furniture. Whether the requirements are explicitly stated or not in the RFP documents, the Successful Bidder must note that BSCDCL envisages a world-class facility in all respects and expects international quality and standards from the selected Successful Bidder, as the binding contractual obligation.

1. The successful bidder shall get, Digital Media Devices structure certified from Government Institute of like NITs or State Government institutes or from certified structural engineer.
2. This certification confers compliance of the design with relevant Indian Structural Design Standards, Codes of practice and conditions of Madhya Pradesh Outdoor Advertisement Media Rules-2017. The foundations shall be designed and checked for extreme wind conditions, earthquake, soil bearing capacity, etc.
3. The Certifying institute shall be accountable in case of any structural disability and safety of the Digital Media Devices. It is the responsibility of the successful bidder to conduct the annual audit of the Digital Media Devices structure from Government Institute of like NITs or State Government institutes or certified structural engineer and report should be submitted to BSCDCL.
4. The supporting structure shall have a non-reflective finish to prevent glare.
5. The Outdoor Media Device structure shall be well maintained. It shall be painted in colors that are consistent with and enhance the aesthetics of surrounding area keeping the road safety measures in accordance with safety measure.
6. Official road furniture such as official signs and delineator guideposts shall not be used as the supporting structure of a Digital Media Devices and shall not be disturbed without prior approval of the concerned authority.
7. The name of the Digital Media Devices license holder/license number/media device identification number/license period, etc., shall be placed in a conspicuous position on the Digital Media Devices.
8. Material: MS structure of proposed Digital Media Devices signage shall be fabricated using Indian Standard MS hollow sections (for Sign face back frame), fabricated cold rolled enclosed beams (for main signpost) and HR plates only using submerged arc welding, All base plates, joint plates shall be supported with CNC embedded bracing plates. Entire structure shall be coated with two component isocyanate-free inorganic-organic acrylic polysiloxane paint (Non-PU, Non-Epoxy) and Super nano composite polymeric transparent overcoat, to achieve superior hydrophobic, Anti-graffiti, Anti rust properties. All Nut-Bolts shall be Hot Dip Galvanized High strength friction grade further confirming to IS 3757.
9. All Signposts shall be mounted over minimum 30 mm thick base plates (Supported with 16 mm thick embedded bracing plates) over M25 foundation bolts. RCC footing/pedestal shall be casted

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using M25 RMC mix. Minimum steel reinforcement shall be 8% by volume using ISI marked TMT bars (Zink primer coated).

10. Motorized vibrator must be used while RMC pouring.
11. Honeycombed casting will not be allowed.
12. All sign-face must be aesthetically appealing. There should be all round framing using minimum 5" wide Aluminum extruded 'Clip-On' framing with built in mechanically actuated flex tensioning system. All sign-face/Display area shall have cladding of 4 mm thick (0.45 mm thick Skin on both sides) Aluminum composite panel (Bright White coloured).
13. While installing the Digital Media Devices or during the authorization period, the Successful Bidder shall not cause any damage to any street furniture/pavement of the street, in any manner whatsoever.
14. Significance can only be tilted up-to such an angle where, Minimum clearance from extreme edge of road/footpath to closest point of Display Significance is not less than One (1) Mtrs.
15. The Digital Media Devices shall be structurally sound and maintained in good and properly secured condition. A Certified Structural Engineer/NIT/State government collage practicing in the field of structural engineering shall certify the structures prior to issuance of permission for commercial operation in terms of:- Wind load bearing of structure and its foundations for 250 Km/h.
16. Confirmation of specification of fabricated structure & its foundations as mentioned in RFP.
17. The structure should be dimensioned to withstand local wind gusts according to regulations.
18. Successful Bidder will be responsible for any structural inadequacy, or any damage or casualty happens through Digital Media Devices. The Successful Bidder has to every year submit the structure soundness certificate of all the Digital Media Devices in the office of CEO, BSCDCL.
19. All materials should be non-flammable.
20. All sharp corners should be eliminated.
21. The Digital Media Devices components and structures shall be well maintained in such a manner that are consistent with, and enhance, the surrounding area.
22. If any utility shifting is required for the erection, installation work of Digital Media Devices is required then the same shall be the responsibility of the Successful Bidder.
23. Whenever any of the Digital Media Devices is damaged due to any reason whatsoever, the same shall be repaired within 5 working days.
24. The design of the Digital Media Devices should be high strength, sturdy and durable and should resist wind speed at 250 km/h. These should be of anti-rust, anticorrosion surface. The surface should prevent wind abrasion and sustain high temperature.
25. The Structural Engineer shall be accountable in case of any structural disability of the Digital Media Devices. Successful Bidder by engaging Certified structural engineer should do the annual audit of the Digital Media Devices and report should be submitted to BSCDCL.
26. A qualified third-party engineer shall check and verify above mentioned specifications and conditions at site. The Successful Bidder shall be given permission for commercial operation based upon such report.
27. All Digital Media Devices shall be installed at various strategic locations of the city. They must not block, obstruct any traffic signage, navigation signage, way finder, facility signage, foot path, cycle track, bus stop or any other public utility spots. In case, any location given in this document is found to violate above condition, same shall be replaced with other suitable/available location.
28. During installation, The successful bidder must ensure that:-

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- i. There is safe distance from overhead electrical cable, same should be approved by state electrical safety department in writing.
- ii. There is no underground water pipelines, OFC Cable, Electrical Cable, Gas line, etc. He must get it surveyed prior to excavation.
- iii. There will not be any visual blockage to any residential/commercial building.

12.3 Display Area specification

The successful bidder is expected to provide new generation large format Digital Media Devices supporting High-Definition Graphics, Animation, Full Motion Video Format, Text Format and Audio System.

Advertising messaging can be electronically broadcast from a central office, with advertising messages changing as often as required throughout the broadcast period. No paper or vinyl surface are provided. These locations have been approved for Digital Media Devices only of primary importance, the new large format Digital Media Devices structures must be of high quality, made using proven durable material, incorporating flexible designs, functionality, accessibility, safety, universal design principle, modularity, environmentally sustainable features and ease of maintenance feature.

Digital Media Devices by LED density

Pixel pitch ranging from 1.5 to 2.0 mm

Size of LED Advertisement display- 20' X 10'

The display size and structure is expected to range in the traditional, spectacular billboard range or based on the availability of space on project location. Structural Engineer expertise and maintenance management are paramount requirements and OMD & Traffic Rules Applicable.

BSCDCL at will, at any point of time till Contract agreement, may change size of LED Display panel as per their requirement. Successful Bidder may also change the size of Display Panel subject to prior approval from BSCDCL.As per OMD & Traffic Rules.

12.4 Shifting/Removal/Demolition of Digital Media Devices

- a. The CEO, BSCDCL or his authorized representative shall have the right to have the Digital Media Devices demolished, discontinued, shifted or removed at any time during the Authorization Period without any prior notice to the Successful Bidder for any reason whatsoever.
- b. In the event of such removal or shifting, the Successful Bidder may be permitted at the discretion of CEO, BSCDCL to display the advertisement on the alternative site if constructed/allotted and if available.
- c. The locations may be changed/relocated for the reasons beyond the control of BSCDCL. The Bidders must themselves verify sites and other details as needed for bidding.
- d. The Successful Bidder shall re-commission the Digital Media Devices or the affected part thereof on receiving the instructions from BSCDCL in this regard.
- e. In such a case the cost of relocation of any/all the Digital Media Devices shall be borne by the Successful Bidder as per the instructions from BSCDCL and the Digital Media Devices shall be relocated & recommissioned within 15 days.

12.5 Removal of advertisement on expiry of contract by the successful bidder

- a. It will be the responsibility of the Successful Bidder to remove all advertising on or before the date of expiry of the contract. If any advertisement will be found displayed on the Digital Media Devices after expiry of the Authorization Period, the Successful Bidder will have to pay compensation of double the rate of Authorization Fee per day per advertisement up to the date the advertisement is actually removed.
- b. On failure on the part of the Successful Bidder in removing the advertisement as mentioned above, the CEO, BSCDCL or his authorized representative shall have the right and power to remove such advertisement at the risk & cost of Successful Bidder without any notice.
- c. The compensation mentioned above will be over and above the license fee or late fee if any. The Successful Bidder shall be liable for any damage to the Digital Media Devices in any manner whatsoever during the Authorization Period or its expiry whether occasioned by installation or removal of the advertisement or otherwise.
- d. Any amount on this ground may be adjusted from the security deposit and/or any payment due to Successful Bidder.

12.6 Site development related specifications

All the project components/facilities shall be as per the design approved by BSCDCL and shall not obstruct the pedestrian access using footpaths, skywalks (FOBs), Navigation Devices, etc. Recommended practices for road signs as per IRC 67:2001 and for pedestrian facilities as per IRC 103:1988 shall be followed

12.7 Civil and Structural Specifications (Digital Media Devices)

- a. The basic structure shall be made of Structural Steel and designed for all Dead and Live loads (500 kg/sq.m), Wind Pressures (in accordance with IS: 875, Part-3 of 1987) and seismic forces (seismic zone II standards in accordance with IS: 1893-2002), etc., and shall be in accordance with the latest Indian Standard Codes.
- b. Steel structures shall be designed in accordance with the provisions of IS 800:1984. Structural steel shall conform to IS 2062:2006. Tubular sections shall conform to IS-4923. Structural joints shall conform to IS 4000:1992.
- c. All materials to be used for the construction shall conform to the specifications and standards laid down in Part V of National Building Code on building material and Part VII of National Building Code on construction practices and safety, latest edition as prevalent at the time of execution of work.
- d. RCC components shall be designed as per IS 456: 2000 and other relevant codes.
- e. Successful Bidder are advised to carry out their own investigations related to soil condition, strata, bearing capacity and other characteristics of the project locations.

12.8 Lighting (Digital Media Devices)

Lighting shall be designed to provide adequate vision, comfort and safety. It shall be designed to provide uniform lighting of minimum throughout the facility with no dark patches or pockets and shall conform to IS 7537(Part 0/Sec 0): 1974 of BIS.

12.9 Other standards

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The Successful Bidder shall take such measures and exercise to protect the site during the course of the works as directed by and to the entire satisfaction of BSCDCL.

- a. The Successful Bidder shall submit a program supported with Bar Chart for construction of Digital Media Devices in a phased manner so as to cause least inconvenience to the public. The construction and erection work shall be carried out during night hours/restricted hours keeping in view the safety of pedestrians/traffic. The Successful Bidder should give their complete program for different stages of execution including planning, designing, fabrication and erection, etc.
- b. During the construction period, the Successful Bidder shall make suitable arrangements to coordinate with the BSCDCL, Officer-In-Charge and provide all necessary information so as to allow the BSCDCL, Officer In Charge to monitor the progress and quality of construction in line with the role of the BSCDCL.
- c. The Successful Bidder shall provide all equipment and materials necessary to provide the Services.
- d. The installed facility and equipment shall be inspected, checked and tested to verify that it is correct, complies with specification and has been installed in accordance with design drawings and as per defined technical specifications.
- e. The following checks shall be carried out before acceptance of various units and equipment:
 - i. Dimensions of all the civil structures as per the approved drawings
 - ii. Pipes and related accessories installed as per the approved drawings
 - iii. Alignment of equipment as per the approved drawings
 - iv. All the electrical works to be tested for routine and type tests
 - v. Installation of cables, earthing works as per relevant IS or international codes
- f. The commercial space (as approved by BSCDCL) provided to the Successful Bidder shall be used strictly for the purpose for which it is allotted.
- g. Wherever any references to any Indian Standard Specifications and/or IRC codes/Policy occur in the documents relating to this contract, the same shall be inclusive of all amendments issued there to or revision thereof if any, up to the date of receipt of tender.
- h. The work shall be executed with highest degree of efficiency and all safety aspects shall be adopted as per international practices as directed by BSCDCL, Officer-In-Charge.

12.10 Maintenance and Performance Standards

The Successful Bidder shall maintain all the Digital Media Devices in good and usable condition throughout the Authorization Period or any extension thereof through regular and preventive maintenance of the Digital Media Devices. The Successful Bidder shall operate, maintain, and manage the Digital Media Devices strictly conforming to the relevant Indian standards, the best industry practices, and internationally acceptable norms.

During the period of operation, the Successful Bidder shall maintain all the Digital Media Devices in accordance with performance standards and maintenance requirements, as mentioned below:

- a. Perform maintenance on a routine and periodic basis.
- b. Provide functional facilities that
 - i. Meet the requirements of Digital Media Devices;
 - ii. Ensure the safety of the pedestrian and road users; and
 - iii. Maintain a clean and hygienic environment at Project locations.

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- c. Identify potential problems early within the context of the planned maintenance system so that corrective action may be planned and completed in a timely manner.
- d. Establish a maintenance list for planned operation and maintenance. Follow an orderly program so that maximum operational efficiency is attained.
- e. Maintain regular and systematic records of all maintenance and operations activity at the Facilities.
- f. The Successful Bidder shall perform routine and periodic maintenance activities for the project infrastructure viz, civil, mechanical and electrical works and equipment, services, facilities.
- g. Maintenance of all the electrical-mechanical equipment's, machineries shall be as per 'Original Equipment Manufacturers' (OEM) standards.

12.11 Manual for Maintenance Works

- a. The Successful Bidder shall in consultation with BSCDCL, Officer In-Charge evolve an Operation and Maintenance Manual.
- b. The Operation and Maintenance Manual shall include all the activities required for regular and periodic maintenance of the Digital Media Devices during the Operations Period, so that all Digital Media Devices maintained in a manner that at all times it complies with the specifications and standards and at the time of divestment of rights and interests by the Successful Bidder in terms of the Authorization Agreement in sound, durable and functional condition.

12.12 Maintenance of Digital Media Devices and Removal of Unauthorized Advertisements

- 1. Subject to provisions of Madhya Pradesh Outdoor Advertisement Media Rules-2017:
 - a. The Successful Bidder is responsible for maintaining the Digital Media Devices and the surrounding area so that it does not become unsightly or deteriorate to such a degree that it is in conflict with any provision of Madhya Pradesh Outdoor Advertisement Media Rules-2017. Successful Bidder shall also be responsible for structural safety of the Digital Media Devices and in case of any accident the owner shall be held liable for any mishap.
 - b. Successful Bidder contemplated in paragraph (a), must carry out at least once in three (3) months inspection of a Digital Media Devices with a view to satisfying himself/herself that it has been properly maintained and forthwith carry out any necessary maintenance resultant upon such inspection. At the end of the year, the Successful Bidder shall submit such inspection reports to the BSCDCL.
- 2. The Successful Bidder shall ensure that a metallic plate (minimum size of 1' X 1') or IT enabled device with the embossed logo of the BSCDCL providing details of the Digital Media Devices, are displayed and maintained in good condition at all times.
- 3. If in the opinion of the BSCDCL, any Digital Media Devices is in a dangerous or unsafe condition or has been allowed to fall into a state of disrepair or is in conflict with any requirement of Madhya Pradesh Outdoor Advertisement Media Rules-2017, BSCDCL shall serve a notice on the Successful Bidder to remove /maintain the Digital Media Devices, within a period so specified and Successful Bidder shall be required to comply thereof within stipulated time.

Request for Proposal for "Engagement of Agency for Installation of Digital & non Digital Media Devices at various location in Bhopal" for Bhopal Smart City Development Corporation. (BSCDCL)

4. If the Digital Media Devices or advertisement is unauthorized or the BSCDCL is of the opinion that a Digital Media Devices constitutes an imminent danger to any person or Property, BSCDCL shall without serving a notice in terms of Rule 17(2) of Madhya Pradesh Outdoor Advertisement Media Rules-2017, or if such a notice has been served but not complied within the period specified therein, remove / maintain the Digital Media Devices.
5. The cost incurred for the removal and storage of a Digital Media Devices, and any other costs incurred by the BSCDCL as contemplated in Rule 17(3) of Madhya Pradesh Outdoor Advertisement Media Rules-2017, shall be recovered from the Successful Bidder. The BSCDCL shall remove the Digital Media Devices at the risk and cost of the Successful Bidder.
6. If a Digital Media Devices has been removed in terms of Rule 17(4) of Madhya Pradesh Outdoor Advertisement Media Rules-2017, BSCDCL shall promptly in writing give a notice of such removal to the Successful Bidder.
7. Any Digital Media Devices, which has been removed and/or stored in terms of these Rules, shall be released to its Successful Bidder subject to payment of prescribed fee/charges as determined by the BSCDCL within a period of maximum three (3) months. After a period of three (3) months the BSCDCL shall be free to auction or dispose the said Digital Media Devices by transparent process and proceeds received shall be treated as BSCDCL fund.
8. The BSCDCL shall remove an unauthorized outdoor advertisement promptly and the BSCDCL shall immediately dispose of such advertisement/structures on, as-is-where-is basis. The BSCDCL shall prepare and implement adequate process for such removal and disposal, from time to time.

12.13 Inspections

BSCDCL or its authorized representative will inspect any Digital Media Devices for the purpose of implementation and enforcement of Madhya Pradesh Outdoor Advertisement Media Rules-2017. BSCDCL may authorize any official of BSCDCL to carry-out such inspection.

12.14 Traffic hazard potential dependencies

1. The traffic hazard potential of an Outdoor Media Device depends on its:
 - a. Site Location: Digital Media Devices location from the road, which is measured in terms of lateral and longitudinal displacements from the edge of the road. The hazards generally diminish further the device is away from the road.
 - b. Size of the Digital Media Devices,
 - c. Luminance level of the Digital Media Devices, and
 - d. Background and other such related issues.
2. Digital Media Devices may be considered a traffic hazard-
 - a. If it interferes with road safety or traffic efficiency.
 - b. If it interferes with the effectiveness of a traffic control device (e.g., traffic light, stop or give way sign).
 - c. Obscures a driver's view of a road hazard (e.g., at corners or bends in the road).
 - d. Imitates a traffic control device.
 - e. Is a dangerous obstruction to road or other infrastructure, traffic, pedestrians, cyclists or other road users.
 - f. Obscure any existing and legally erected Navigation Devices or Outdoor Media Device;

Request for Proposal for "Engagement of Agency for Installation of Digital & non Digital Media Devices at various location in Bhopal" for Bhopal Smart City Development Corporation. (BSCDCL)

- g. If it is in the declared dangerous (partly or fully) or has been issued with the notice under the Madhya Pradesh Municipal Corporation Act, 1956 or Madhya Pradesh Municipalities Act, 1961;
- h. If it violates the building by-laws of Municipal Corporation;
- i. If it is against the public interest;

12.15 Site selection criteria

Lateral Placement -

1. Digital Media Devices shall not be permitted on traffic islands.
2. Where carriageways diverge so much that oncoming traffic is not visible because of topography or dense vegetation.
3. Digital Media Devices should not be permitted:
 - a. in medians
 - b. on traffic junctions where carriageway diverge
 - c. on footpaths
 - d. where footpath doesn't exist- Digital Media Devices shall not be permitted within 3 meters of existing carriageway.
 - e. where footpath exist- Digital Media Devices shall not be permitted within 3 meters from the edge of the footpath.
 - f. on roads where service road/lane exists, the Digital Media Devices shall not be permitted within 3 m from the edge of the service road/lane.

Longitudinal Placement (Driver Distraction Control) -

The minimum distance between two Digital Media Devices s on the same side of the road shall not be less than 50 meters.

12.16 Development criteria

1. Apart from accommodating vehicular and pedestrian traffic, road reserves are corridors for utility services such as power, telecommunications, gas, storm water, water supply and sewerage. The Agency/Advertiser or the licensee is responsible to co-ordinate, inform and communicate to BSCDCL and relevant authorities before any excavation or fabrication on site work is to be undertaken. Any liability, delay or accident that happens, is complete responsibility of the Owner/Agency.
2. Successful Bidder is solely responsible for ensuring that during erection, maintenance, alteration and operation of an Digital Media Devices, the device does not conflict with services or other things within the road reserve.
3. BSCDCL may ask the Successful Bidder to either replace or altogether remove any Digital Media Devices to facilitate the work undertaken by utility services such as power, telecommunications, gas, storm water, water supply and sewerage, or for road widening.
 - a. No Digital Media Devices shall be attached in any way to trees or shrubs.
 - b. No trade and business sign, messages, posters or printed material of any nature shall be attached/pasted onto any supporting column, pillar or post.
 - c. Digital Media Devices in any form shall not obstruct any pedestrian movement (vertically and laterally), fire escape door or window openings.

Request for Proposal for “Engagement of Agency for Installation of Digital & non Digital Media Devices at various location in Bhopal” for Bhopal Smart City Development Corporation. (BSCDCL)

- d. No Digital Media Devices shall be in any form or manner interferes with openings required for light and ventilation as prescribed in prevalent Building Bye Laws.
- e. Under no circumstances shall Digital Media Devices be located to obstruct or alter the frontal silhouette of any transparent/translucent surfaces/openings.
- f. Materials used on all Digital Media Devices should be non-polluting and fire resistant.
- g. The cabling and conduit should be concealed from view of the Digital Media Devices and any supporting structure from all angles, including visibility from the street level and nearby higher buildings and against the skyline.
- h. No Digital Media Devices under any circumstances shall be supported from, hung or placed on other signs. Each Digital Media Devices should be self-supporting or fixed securely with the architectural structure.
- i. Digital Media Devices should be non-reflective such that they do not flash or glare at drivers on the streets.
- j. Apart from accommodating vehicular and pedestrian traffic, road reserves are corridors for utility services such as power, telecommunications, gas, storm water, water supply and sewerage. The location of these services is known by other agencies with their own legislative right to install these services within the road reserve.
- k. The BSCDCL does not have the accurate location of all underground services. The Successful Bidder is responsible to co-ordinate, inform and communicate to relevant authorities before any excavation or fabrication on site work is to be undertaken. Any liability, delay or accident that happens, is complete responsibility of the Successful Bidder.
- l. Successful Bidder is solely responsible for ensuring that during erection, maintenance, alteration and operation of Digital Media Devices, the Digital Media Devices do not conflict with services or other things within the road reserve.
- m. The BSCDCL may ask the Bidder to either replace or altogether remove any Digital Media Devices to facilitate the work undertaken by utility services such as power, telecommunications, gas, storm water, water supply and sewerage, or for road widening.

12.17 Physical characteristics

The application of control on physical characteristics is intended to minimize the level of driver distraction. Control of the physical characteristics of Digital Media Devices shall relate to the:

- a. Size and shape
- b. Color
- c. Illumination
- d. Outdoor Media Device Content
- e. Legibility
- f. Structure
- g. Electrical Connection

(a) Size and Shape -

Digital Media Devices shall not use shapes that could potentially result in a Digital Media Devices being mistaken for the effectiveness of official traffic signs or Navigation Device.

(b) Color -

Request for Proposal for "Engagement of Agency for Installation of Digital & non Digital Media Devices at various location in Bhopal" for Bhopal Smart City Development Corporation. (BSCDCL)

Digital Media Devices shall not use color combinations that could potentially result in and being mistaken for an official traffic sign or Navigation Device.

(c) Illumination -

- a. Digital Media Devices shall not contain flashing red, blue or amber point light sources which, when viewed from the road, could give the appearance of an emergency service or other special purpose vehicle warning lights.
- b. All lighting associated with the Digital Media Devices shall be directed solely on the Digital Media Devices and its immediate surrounds.
- c. External illumination sources shall be shielded to ensure that external 'spot' light sources are not directed at approaching motorists.
- d. Illumination of Digital Media Devices is to be concealed or be integral part of it.
- e. Up-lighting/upward pointing of the Digital Media Devices shall not be allowed, any external lighting is to be downward pointing and focused directly on the Digital Media Devices to prevent or minimize the escape of light beyond Digital Media Devices.
- f. Any light source shall be shielded so that glare does not extend beyond the Digital Media Devices.
- g. Non-static illuminated Digital Media Devices (with flashing lights) are not permitted.

(d) Digital Media Devices Content -

BSCDCL will generally rely upon self-regulatory controls within the Advertising industry to enforce minimum Advertising standards. Notwithstanding this approach, BSCDCL may take action to modify or remove any Digital Media Devices that contravene the Advertising Industry's Code of Ethics, (refer List of Negative Advertisements provided in Schedule II of Madhya Pradesh Outdoor Advertisement Media Rules-2017) or that otherwise causes a traffic hazard.

(e) Legibility -

1. The text elements on a Digital Media Devices face should be easily discernible to traveling motorists. This will minimize driver distraction.
2. The content or graphic layout exhibited on Digital Media Devices panel shall avoid hard-to-read and overlay intricate typefaces and have letters styles that are appropriate and is not detrimental to the smooth flow of traffic and distracting to the driver.
3. All Digital Media Devices shall be so designed as to maintain a proportion where, as a general rule, letters should not appear to occupy more than 20% of the Digital Media Devices area, unless otherwise permitted by the BSCDCL.

(g) Electrical Connection-

1. BSCDCL will hand over the Digital Media Devices site(s) as per the RFP to the successful bidder.
2. It will be the responsibility of the Successful Bidder to install/erect and make arrangement for Electricity connection to Digital Media Devices as per rules and law or instructions issued by Union Govt. or M.P. Govt. or Municipal Corporation Bhopal or any authority in this regard.
3. The Successful Bidder has to bear all the Maintenance cost of Digital Media Devices including Electricity Bill, etc., during the entire contract period.

Request for Proposal for "Engagement of Agency for Installation of Digital & non Digital Media Devices at various location in Bhopal" for Bhopal Smart City Development Corporation. (BSCDCL)

4. During the contract period, Electricity consumption Bill of Digital Media Devices for lighting of add panel shall be borne by the Successful Bidder.
5. Electrical connections to Digital Media Devices shall accord with relevant Indian Standards.
6. Electrical connections to Digital Media Devices shall be designed to ensure there is no safety or traffic risk.
7. Electrical connections to Digital Media Devices shall be designed to be safe in the event of accidental knock down.
8. As constructed, certification shall be supplied immediately following installation and connection.
9. The successful Bidder is the power consumer and shall make application for power connection and shall obtain electricity connection from the respective distribution company/agency for illuminated display at each site in his own name.
10. Any charges for power connection and supply shall be incurred directly by the successful Bidder.
11. The electrical installation work shall be performed by a licensed electrical worker in accordance with the relevant Electricity Regulation and the Wiring Rules and as per the relevant electricity suppliers.
12. Adequate insulation and protection equipment and procedures shall be in place to protect maintenance and service personnel working on either the Digital Media Devices or the road lighting circuit. For earthing, a separate earth electrode shall be used, and active and neutral conductors shall be used only for supply from the supply point.
13. Further, any theft, mishandling of electricity meter/fitting during the period of the contract, the licensee shall also bear the cost of the same. Further, it will be the responsibility of the Successful Bidder to handover all the Digital Media Devices to BSCDCL on expiry/termination/surrender of contract or as the case may be, in good condition and with full Electricity fitting. The proportionate deductions on account of missing Electricity fitting shall be made from the Performance Security Deposit.
14. Successful Bidder will not be allowed to use Diesel Generator Sets for any purpose on the Digital Media Devices. In case any D.G. Sets is found operating, directly or indirectly, the same will be seized by the CEO, BSCDCL or his authorized representative will have the right to impose penalty maximum up to Rs.5000/-(Rupees five thousand only) per day or to terminate the contract without giving any notice. This action will be in addition to and without prejudice to the rights and actions taken by any government, Successful Bidder under provision of law for unauthorized use of D.G. Set.

12.18 Prohibited areas

No Digital Media Devices shall be allowed in the following areas:

1. In front or / inside the compound of/on the walls of any-
 - a. Building of archaeological, architectural, aesthetically, historical or heritage importance;
 - b. Statues, minarets or pillars of heritage importance;
 - c. Educational institutions;
 - d. Traffic Islands;

2. BSCDCL in consultation with Municipal Authority have the power to add the specific area in Prohibited List of Area for Digital Media Devices.

12.19 List of negative advertisement

The advertisement consisting of/exhibiting any one or more of the following shall be deemed to be negative advertisement for the purpose of Madhya Pradesh Outdoor Media Rules - 2017.

- a. Nudity
- b. Racial or communal or propagating caste community or ethnic difference;
- c. Promoting drugs, alcohol, cigarette or tobacco items;
- d. Propagating exploitation of women or child;
- e. Sexual overtones;
- f. Depicting cruelty to animals;
- g. Depicting anti national activities;
- h. Casting aspersion on any brand or person;
- i. Advertisement banned by any law;
- j. Glorifying violence;
- k. destructive devices and depicting items;
- l. weapons and related items (such as firearms, firearm parts, magazines and ammunition etc);
- m. which may be defamatory, trade libelous unlawfully threatening or unlawfully harassing;
- n. which may be obscene or contain pornography or contain “incident representation of women” within the meaning of the Incident Representation of the Women (Prohibition) Act, 1986;
- o. linked directly or indirectly to or include description of items, goods or services that are prohibited under any applicable law for the time being in force, including but not limited to the Drugs and Cosmetics Act 1940, the Drug & Magic Remedies (Objectionable Advertisement) Act, 1954, the Indian Penal Court 1860; and Any other items considered inappropriate by the competent authority

Request for Proposal for “Engagement of Agency for Installation of Digital & non Digital Media Devices at various location in Bhopal” for Bhopal Smart City Development Corporation. (BSCDCL)

13.1 Annexure-1: Pre-Qualification Checklist

Section #	Section Heading	Details
1.	Tender Document Fees	To be submitted with the valid amount and format as provided in the RFP by Bidder
2.	Earnest Money Deposit (Bid Security)	To be submitted with the valid amount and format as provided in the RFP by Bidder
3.	Pre-Qualification Checklist	As per format provided in Annexure in Section 14
4.	Pre-Qualification Bid Covering Letter	As per format provided in Annexure in Section 14
5.	Bidder’s Details	As per format provided in Annexure in Section 14
6.	Power of Attorney for Signing of Bid	As per format provided in Annexure in Section 14
7.	Certification of Registration	Certificate of Incorporation /Registration
8.	Bidder’s Entity Document	4) PAN Card 5) GST Certificate 6) Copy of Valid Certification for Establishment
9.	Project Experience & Citation	As per format provided in Annexure in Section 14 along with Details of Experience (Separate for each submitted experience)
10.	Undertaking for non-blacklisting clause	Undertaking by the authorized signatory as per format as per format provided in Annexure in Section 14

13.2 Annexure-2: Bid Cover Letter

(To be submitted on the letterhead of the Bidder)

To,

Chief Executive Officer,

Bhopal Smart City Development Corporation Ltd.,

Zone 14 Bhopal Smart City Development Corporation Ltd.

BHEL Govind pura Bhopal (MP)- 462023

Subject: *Request for Proposal for “Engagement of Agency for Installation of Digital Media Devices at various location in Bhopal” for Bhopal Smart City Development Corporation Ltd. (BSCDCL)*

Ref: RFP No :<No> Dated<DD/MM/YYYY>

Respected Sir/ Madam,

1. We are submitting this Bid (Proposal) on our own.
2. Having visited the site and examined the RFP Documents, for the execution of the Authorization Agreement for the captioned Project, we the undersigned offer to finance, construct, operate & maintain the whole of the said ‘Project’ for the Authorization Period in conformity with the RFP.
3. This Bid and your written acceptance of it shall form part of the Project Agreements to be signed between the Successful Bidder and the Bhopal Smart City Development Corporation Ltd. (BSCDCL). If a Bidder is nominated as Preferred/Successful Bidder, we understand that it is on the basis of the technical, financial & organizational capabilities and experience of the Bidder taken together. We understand that the bases for our qualification will be the complete Bid documents submitted along with this letter, and that any circumstance affecting our continued eligibility as per RFP, or any circumstance which would lead or have led to our disqualification, shall result in our disqualification under this Bidding process.
4. We agree that
 - a) if we fail to meet the Minimum Development Obligations and/or technical specifications and/or the Performance Standards according to the conditions/stipulations of the RFP/Authorization Agreement,
 - OR
 - b) If we fail to offer provide required facilities to Bhopal Smart City Development Corporation Ltd. (BSCDCL) or its Authorized Representative for carrying out the inspection of works, operations and performance, then Bhopal Smart City Development Corporation Ltd. (BSCDCL) or its representative shall be at liberty to take action in accordance with the RFP/Authorization Agreement.
5. We undertake, if our Bid is accepted, we will complete the Project, commence operations and maintain the project facilities as per the RFP/Authorization Agreement.

Request for Proposal for "Engagement of Agency for Installation of Digital & non Digital Media Devices at various location in Bhopal" for Bhopal Smart City Development Corporation. (BSCDCL)

6. We agree to abide by this Bid for a period of 180 (One Eighty) days from this bid submission Due Date fixed and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
7. In the event of our Bid being accepted, we agree to enter into a formal Authorization Agreement with Bhopal Smart City Development Corporation Ltd. (BSCDCL) as per the RFP.
8. If our Bid is accepted, we agree for the following:
 - a. To furnish an unconditional and irrevocable Bank Guarantee (as mentioned in RFP) towards performance security within 30 days of LoA and as pre-condition for signing of Authorization Agreement as per the RFP.
9. We agree that if we fail to fulfil any of the conditions mentioned at above, Bhopal Smart City Development Corporation Ltd. (BSCDCL) should have the right to forfeit the Bid Security being furnished by us along with this Bid.
10. Notwithstanding any qualifications of conditions, whether implied or otherwise, contained in our Proposal, we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects', and we agree to the terms as under.
 - a) Minimum Development Obligations as indicated in the RFP;
 - b) Development Controls of Bhopal Smart City Development Corporation Ltd. (BSCDCL) or any other statutory authorities etc.
 - c) The Technical specifications, the performance standards etc. as stipulated in the RFP;
 - d) Any other regulation as applicable.
11. We understand that Bhopal Smart City Development Corporation Ltd. (BSCDCL) is not bound to accept any or all Bids it may receive.
12. We declare that we have disclosed all material information, facts and circumstances, which would be relevant to and have a bearing on the evaluation of our Bid and selection as Successful Bidder.
13. We do, also, certify that all the statements made and/or any information provided in our proposal is true and correct and complete in all aspects.
14. We declare that in the event that Bhopal Smart City Development Corporation Ltd. (BSCDCL) discovers anything contrary to our above declarations, it is empowered to disqualify us and our Bid from further participation in the Bid evaluation process and forfeit our Bid Security.

Dated this _____ day of _____ 2023

_____ (Signature)

_____ (Name of the person)

_____ (In the capacity of)

Request for Proposal for "Engagement of Agency for Installation of Digital & non Digital Media Devices at various location in Bhopal" for Bhopal Smart City Development Corporation. (BSCDCL)

(Name of firm) _____ Company Seal _____

13.3 Annexure-3: Bidder's Details

(To be submitted on the letterhead of the Bidder)

#	Description	Details of Bidder
1.	Name of the company	
2.	Registered Office address	
3.	Phone No. and Fax No.	
4.	Corporate Headquarters Address	
5.	Phone No. and Fax No.	
6.	Website Address	
7.	Details of Company's Registration (Please enclose copy of the company registration document)	
8.	Name of Registration Authority	
9.	Registration Number and Year of Registration	
10.	GST registration No. (as applicable)	
11.	Permanent Account Number (PAN)	
12.	Primary Contract Details Name, Email and Contact Details	
13.	Secondary Contract Details Name, Email and Contact Details	

13.4 Annexure-4: Project Undertaking

(To be submitted on the letterhead of the Bidder)

Date ----

**To,
Chief Executive Officer,
Bhopal Smart City Development Corporation Ltd.,
Zone 14 Bhopal Smart City Development Corporation Ltd.
BHEL Govind pura Bhopal (MP)- 462023**

Subject: *Request for Proposal for “Engagement of Agency for Installation of Digital Media Devices at various location in Bhopal” for Bhopal Smart City Development Corporation Ltd. (BSCDCL)*

We have read and understood the Request for Proposal (RFP) document in respect of the captioned project provided to us by Bhopal Smart City Development Corporation Ltd. (BSCDCL).

We hereby agree and undertake as under:

- a. Notwithstanding any qualifications of conditions, whether implied or otherwise, contained in our Proposal, we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects.
- b. We are not barred by BSCDCL/ BMC, Govt. of India/ Govt. of Madhya Pradesh/ UT/ PSUs/ SPV or any of their agencies from participating in similar projects.

Dated this..... Day of 2023

Name of the Bidder

Signature of the Authorized Person

Name of the Authorized Person

13.5 Annexure-5: Power of Attorney for signing the Bid

(On INR 300.00 Non judicial Stamp Paper and duly notarized)

KNOW ALL MEN BY THESE PRESENTS,

We _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (name), _____ son/daughter/wife of _____ and presently residing at _____, who is presently employed with us and holding the position of _____, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for qualification and submission of our bid for the Project proposed by the _____ (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in pre-applications and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF _____.

For _____

(Signature, name, designation and address)

Witnesses:

1.

2.

Accepted

(Signature, Name, Title and Address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and

Request for Proposal for “Engagement of Agency for Installation of Digital & non Digital Media Devices at various location in Bhopal” for Bhopal Smart City Development Corporation. (BSCDCL)

when it is so required, the same should be under common seal affixed in accordance with the required procedure.

- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders’ resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- In case the bid is signed by an authorized Director / Partner or Proprietor of the Bidder, a certified copy of the appropriate board resolution / document conveying such authorization to Authority may be enclosed in lieu of the Power of Attorney.
- For documents executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

13.6 Annexure-6: Turnover and Net worth Certification

[On letterhead of Chartered Accountant (CA) on with sign and seal no.]

Date:

To,

Chief Executive Officer,

Bhopal Smart City Development Corporation Ltd.,

Zone 14 Bhopal Smart City Development Corporation Ltd.

BHEL Govind pura Bhopal (MP)- 462023

Subject: Request for Proposal for "Engagement of Agency for Installation of Digital Media Devices at various location in Bhopal" for Bhopal Smart City Development Corporation Ltd. (BSCDCL)

Sir/Madam,

We hereby certify that Turnover and Net Worth of M/S _____ (name of the bidder) as per below details.

Financial Turnover:

Name of the Bidder			
Financial Capability	Overall turnover (in INR Crores)	FY 2023-24	
		FY 2024-25	
		FY 2025-26	
		Average	

Net Worth:

Name of the Bidder			
Financial Capability	Overall Net Worth (in INR crores)	FY 2023-24	
		FY 2024-25	
		FY 2025-26	

(Signature of CA)

Name of CA:

Name of CA Firm:

Seal

13.7 Annexure-7: Project Citation

[To be submitted separate for individual project with all details.]

#	Particular	Description	Document Reference
1.	Client Name, Contact Address, and Phone number		
2.	Project Name and Brief Description		
3.	Activities performed by the bidder for the project		
4.	Project Duration		
5.	Project Start and End Date		
6.	Project Current Status (Completed / In-progress)		
7.	Total Contract Value including extensions / Change Requests if any		
8.	Total Project Cost (Implementation cost)		
9.	Signed Copy of Work Order		
10.	Signed Copy of Client Certificate (if any)		

For _____

(Signature, name, designation and address)

Request for Proposal for “Engagement of Agency for Installation of Digital & non Digital Media Devices at various location in Bhopal” for Bhopal Smart City Development Corporation. (BSCDCL)

13.8 Annexure-8: Declaration of Non-Blacklisting

(On INR 300.00 Non judicial Stamp Paper and duly notarized by bidder)

Date

To,

Chief Executive Officer,

Bhopal Smart City Development Corporation Ltd.,

Zone 14 Bhopal Smart City Development Corporation Ltd.

BHEL Govind pura Bhopal (MP)- 462023

Subject: *Request for Proposal for “Engagement of Agency for Installation of Digital Media Devices at various location in Bhopal” for Bhopal Smart City Development Corporation Ltd. (BSCDCL)*

RFP No :<No> Dated<DD/MM/YYYY>

Dear Sir,

We confirm that our company or firm, _____, is currently not blacklisted in any manner whatsoever by any Central / State Government/Union Territories/PSUs/Smart City SPVs/Semi Government Bodies in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

(Signature of the Authorized Signatory of Bidding Entity)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

13.9 Annexure-9: Anti-Collusion Certificate

[Certificate should be provided by Bidder]

Anti-Collusion Certificate

We hereby certify and confirm that in the preparation and submission of our Bid for *Request for Proposal for “Engagement of Agency for Installation of Digital Media Devices at various location in Bhopal” for Bhopal Smart City Development Corporation Ltd. (BSCDCL) for period of 3 years* against the RFP No :<No> Dated <DD/MM/YYYY> issued by Authority, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing, which is or could be regarded as anti-competitive. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or organization in connection with the bid.

(Signature of the Authorized Signatory of Bidding Entity)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

13.10 Annexure-10: Format for Operational Performance Security

[On Appropriate Stamp Paper]

Ref:

Date

Bank Guarantee No.

< Name>

<Designation>

<Address><Phone Nos.><Fax Nos.><Email id>

Whereas <<name of the supplier and address>> (hereinafter called “the Successful Bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> *Request for Proposal for “Engagement of Agency for Installation of Digital Media Devices at various location in Bhopal” for Bhopal Smart City Development Corporation Ltd. (BSCDCL)* for period of 5 years to <Date>

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract.

And whereas we, <Name of Bank> a banking company incorporated and having its head/registered office at <Address of Registered Office> and having one of its offices at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs.<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Successful Bidder 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 <<Insert Date>>)

Notwithstanding anything contained herein:

- i. Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).
- ii. This bank guarantee shall be valid up to <Insert Expiry Date>)
- iii. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under

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this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

Date:

Place:

Signature:

Witness: Printed name:

(Bank's common seal)

13.11 Annexure-11: Commercial Bid Cover Letter

[To be submitted on the Letter head of Bidder and part of Commercial Bid online only]

To,

Chief Executive Officer,

Bhopal Smart City Development Corporation Ltd.,

Zone 14 Bhopal Smart City Development Corporation Ltd.

BHEL Govind pura Bhopal (MP)- 462023

Subject: Request for Proposal for “Engagement of Agency for Installation of Digital Media Devices at various location in Bhopal” for Bhopal Smart City Development Corporation Ltd. (BSCDCL)

Ref: Tender No :<No> Dated<DD/MM/YYYY>

Dear Sir,

We, the undersigned Bidder, having read and examined in detail all the RFP Documents in respect of Request for Proposal for “Engagement of Agency for Installation of Digital Media Devices at various location in Bhopal” for Bhopal Smart City Development Corporation Ltd. (BSCDCL) for a period of 5 years do here by propose to provide services as specified in the RFP Documents number Tender No :<No> Dated<DD/MM/YYYY> as per below terms and conditions:

1. PRICE AND VALIDITY

- All the prices mentioned by us in this Price Bid are in accordance with the terms as specified in the RFP Documents. All the prices and other terms and conditions of this RFP are valid for a period of 5 years from the date of LOA
- We hereby confirm that our prices include all taxes, charges, levies etc. to be payable to various govt./non-govt./local authorities and excluding of the GST.
- We understand and agree that the finalization/selection of the Bidder is solely based on the H1 (Minimum Annual Authorization fees + Premium), subject to fulfilment of eligibility criteria.

2. UNIT RATES

- We also understand and agree that the unit rates of various components in the Price Bid also should be quoted, without which the bid is liable to be rejected by the Bid Evaluation Committee. The decision of the committee shall be final and binding on all in this regard.

S. No.	Description	Amount (in INR)
1	Annual License Fee payable to CEO, Bhopal Smart City Development Corporation Ltd. (BSCDCL)	INR _____ *(In Figures) (Rupees _____ Only) (in words)

*Exclusive of taxes

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We agree that the above agreed Annual License Fee of INR _____ (Rupees _____ Only) shall be payable by us in accordance with the terms and conditions of this RFP document.

The Annual License Fee shall be escalated at rate of 5% per annum from second year onwards on compounded basis.

3. OPERATION PERFORMANCE SECURITY

- We hereby declare that in case the contract is awarded to us, we shall submit the contract Operational Performance Security in the form prescribed in the RFP.

We hereby declare that our RFP is made in good faith, without collusion or fraud and the information contained in the RFP is true and correct to the best of our knowledge and belief.

We understand that our response to the RFP is binding on us and that you are not bound to accept an RFP you receive.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Name

Designation

Seal.

Date:

Place:

Business Address:

13.12 Annexure-12: Service Level Agreement

Purpose of SLA

Purpose of this SLA is to clearly define the levels of service to be provided by successful bidder to BSCDCL for the duration of this contract.

Duration of SLA

This SLA will be valid for the entire period of operations & maintenance duration of the contract.

That the Successful Bidder shall abide by terms & conditions of this agreement and all rules and regulations, orders, instructions that BSCDCL may from time to time make or adopt or issue for the care, protection and administration of advertisement and if violation in this regard is noticed on the part of contractor the penalties leviable as noted below will be imposed:

Sr. No.	Type of Violation	Penalty
1	Violation in size, type, location, payment etc. of authorized Outdoor Media Device by registered entity.	1. In case of first violation related to any Outdoor Media Device, the penalty shall be Rs.5/ per Sqft / per day or equal to applicable Authorization fee as prescribed in Schedule-IV of Madhya Pradesh Outdoor Advertisement Media Rules-2017, whichever is more from the date of violation and subject to condition that the said violation is removed or corrected within 15 days. 2. In case of second/continuing violation beyond 15 days, the Outdoor Media Device shall be debarred from display of advertisements for a minimum period of one year and bank guarantee shall be forfeited along with forceful removal of Outdoor Media Device.
2	Unauthorized /illegal Media installed	Rs.10/- per square feet of Outdoor Media Device per day or double the applicable Authorization fee as per relevant typology as prescribed in Schedule-IV of Madhya Pradesh Outdoor Advertisement Media Rules-2017, whichever is more to be charged for a minimum period of 30 days or for the period of actual display, whichever is higher and along with forceful removal of structure.

The penalty imposed shall be deposited by the Authorize within seven days of receipt of the notice as issued by the Bhopal Smart City Development Corporation Ltd. (BSCDCL); failure to do so shall attract an interest of @ 12% per annum calculated on the number of days beyond the seventh day till the receipt of payment by the Bhopal Smart City Development Corporation Ltd. (BSCDCL).

In case more than three separate independent instances of violation of Outdoor Media Device's in terms of Madhya Pradesh Outdoor Advertisement Media Rules-2017 occur with the same Authorize, this shall lead to blacklisting of the Owner/Agency including its Directors/Members for a period of three years. Due to aforesaid blacklisting of the Owner/Agency and Directors/Members, other OMD/s with the same Owner/Agency shall automatically become unauthorized. Application as a new case can be made after the period of blacklisting as per these Rules.

13. Draft Contract Agreement

14.1 Definition of Terms

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) **“Applicable Law”** means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time.
- b) **“Contract”** means the Contract signed by the Parties, to which these General & Special Conditions of Contract.
- c) **“Authority”** refers to BSCDCL.
- d) **“Effective Date”** means the date on which this Contract comes into force.
- e) **“Contract Price”** means the price to be paid for the performance of the Services.
- f) **“Government”** means Government of Madhya Pradesh
- g) **“Successful Bidder”** means Implementing Successful Bidder
- h) **“Intellectual Property Rights”** means all rights pertaining to patent, trademarks, copyrights, trade secrets, service marks, logos, brands, trade names, internet domain names, formulae, designs, software (COTS or Bespoke applications), Source Code, know-how, processes, techniques, methods, technical data, databases, database and application server licenses, proprietary information, utility models, rights in know-how and other intellectual property rights, whether existing as of the Effective Date or arising thereafter, and all of the goodwill associated with the use of, and symbolized by, any of the foregoing, all rights of indemnification with respect to any of the foregoing, the right to prosecute and sue for past, present and future infringements, dilutions, violations or misappropriations with respect to any of the foregoing, all rights corresponding to any of the foregoing throughout the world, and all proceeds of any the foregoing, including licenses, royalties and proceeds of suit, and any right to any of the foregoing granted under any License.
- i) **“Local currency”** means Indian National Rupees.
- j) **“Party”** means the Authority or the Successful Bidder, and Parties means both.
- k) **“Personnel”** means persons hired by the Successful Bidder as employees and assigned to the performance of the Services or any part thereof.
- l) **“Services”** means the work to be performed by the Bidder pursuant to this Contract as described in RFP – Request for Proposal document.
- m) **“Authority”** means the Bhopal Smart City Development Corporation Ltd.. The project shall be executed in Bhopal and shall be owned by Bhopal Smart City Development Corporation Ltd..
- n) **“Bidder”** shall mean organization/ entity submitting the proposal in response to this RFP.
- o) **“Performance Security”** or **“Performance Bank Guarantee”** shall mean the Bank Guarantee furnished by a successful Bidder as per terms and conditions of this tender.

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- p) **“Taxes and Duties”** shall mean all taxes, duties, fees, cess etc. payable as per applicable laws in India in connection with the discharge of responsibilities as per the scope of work envisaged.

14.2 Interpretation

In this Contract unless a contrary intention is evident:

- a) the clause headings are for convenient reference only and do not form part of this Contract.
- b) unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses.
- c) the word “include” or “including” shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases.
- d) unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time.
- e) a word in the singular includes the plural and a word in the plural includes the singular.
- f) a word importing a gender includes any other gender.
- g) a reference to a person includes a partnership and a body corporate.
- h) a reference to legislation includes legislation repealing, replacing or amending that legislation.
- i) Where a word or phrase is given a particular meaning, it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.
- j) Wherever Date & Period are specified in RFP Document for completing some formalities/ tasks/ documentations etc., the commencement of the period prescribed for the said completion shall be reckoned from the date of dispatch of the communication by Authority, even if mentioned otherwise anywhere else
- k) In the event of an inconsistency between the terms of this Contract and the RFP and the Bid, the terms hereof shall prevail

14.3 Conditions Precedent

- a) The payment obligations of the Authority under this Contract shall not come into force and effect till the fulfillment of the following conditions precedent by Successful Bidder.
- b) Furnishing by Successful Bidder, an unconditional and irrevocable Performance Bank Guarantee (PBG) (as per RFP) and acceptable to the Authority which would remain valid until such time as stipulated by the Authority in the RFP document.
- c) Obtaining of all statutory Approvals and Permits required for the performance of the Services under the Contract; This may include Approvals/clearances, wherever applicable, that may be required for execution of the Contract e.g., clearances from Government authorities for importing equipment, exemption of tax/duties/levies, work permits/clearances for Bidder/Bidder’s team, etc.

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- d) The Authority reserves the right to waive the conditions specified in ('c) above in writing and no such waiver shall affect or impair any right, power or remedy that the Authority may otherwise have.
- e) Furnishing by Successful Bidder, the notarized copies of any/all contract(s) duly executed by Successful Bidder at the time of signing of the Contract in relation to the Project. Failure to do so within stipulated time of signing of Contract would attract penalty as defined in this RFP.
- f) Furnishing of such other documents by Successful Bidder as the Authority may specify/demand
- g) In case there is a contradiction between the sections, the below hierarchy of sections in order of precedence:
 - a. Pre-bid clarification and Corrigendum if any
 - b. RFP
- h) In the event that any of the conditions set forth in clauses above. hereinabove are not fulfilled within 1 (one) month from the date of the Contract, or such later date as may be mutually agreed upon by the Parties, the Authority may terminate the Contract and upon such termination, Successful Bidder shall have no right to claim any damages from the Authority on such account.

14.4 Obligations of the Authority

- i. The Authority shall, at its own cost and expense undertake, comply with and perform all its obligations set out in this Agreement or arising hereunder.
- ii. The Authority agrees to provide support to the Successful Bidder and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and the Applicable Laws, the following:
 - a) upon written request from the Successful Bidder, and subject to the Successful Bidder complying with Applicable Laws, provide reasonable support and assistance to the Successful Bidder in procuring the Applicable Permits required from any Government Instrumentality for implementation and operation for display of advertisement;
 - b) not do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of this Agreement;
 - c) support, cooperate with and facilitate the Successful Bidder in the implementation and operation of the Project in accordance with the provisions of this Agreement and Applicable Laws; and
- iii. The authority shall enable access to Successful Bidder at all the locations where Digital Media Devices needs to be installed on the day of signing of agreement, free from Encumbrances, in accordance with this Agreement
- iv. The authority shall provide Right to Advertisement to the Successful Bidder, once the Successful Bidder has successfully erected/ installed work of all Digital Media Devices.
- v. The Authority shall assist and provide all reasonable support to the Successful Bidder in obtaining Applicable Permits;

14.5 Obligations of the Successful Bidder

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The Successful Bidder shall at its own cost and expense observe, undertake, comply with and perform, in addition to and not in derogation of its obligations elsewhere set out in this Agreement, the following:

- i. The Successful Bidder at the time of signing of Agreement shall submit the Performance Bank Guarantee of amount equal to Six (06) times the Monthly Authorization Fees.
- ii. The Successful Bidder shall incur all expenses related to installation, erection, necessary Civil Construction, Electrical Installation/Power Supply of the Digital Media Devices including Structural design of Digital Media Devices duly certified by Structural Engineer, the certified structural design & drawing submitted by Successful Bidder shall be further verified by Independent Engineer and shall be submitted to BSCDCL.
- iii. The Successful Bidder shall complete the erection and installation work of Digital Media Devices within the Moratorium period provided in this agreement. After completion of the Moratorium Period successful Bidder has to pay the Authorization Fess irrespective of Commercial operations for display of advertisement and the day shall be assumed as first day of Authorization Period.
- iv. The Successful Bidder shall take metered electricity for Digital Media Devices. The entire electricity charges shall be borne by Successful Bidder only.
- v. The Successful Bidder shall submit in advance Half-Yearly Premium to the Authority in accordance with this Agreement;
- vi. The Successful Bidder shall pay the statutory levies, taxes and duties connected with and/or arising out of display of advertisements including Advertisement Tax;
- vii. The Successful Bidder shall ensure that the creative / advertising material content and form complies with the prevailing norms, codes and other statutory requirements as may be applicable from time to time. The Successful Bidder shall screen the contents of the advertisements to be displayed and ensure that they are not indecent/obscene or otherwise offensive to good taste or against public sentiments or in contravention of the Applicable Laws;
- viii. The Successful Bidder shall be responsible for damage caused to the public/property during display of Advertisement: BSCDCL shall not be responsible or liable or made a party to any damages or accidents which may happen at the site. The Successful Bidder shall be liable or responsible for any loss of life and / or physical harm/any other loss to the public or any other including Government on account of negligence on the part of Successful Bidder in maintaining the properly.
- ix. Obtain, maintain and enforce on and from the Effective Date all insurance in accordance with the provisions of this Agreement, and Good Industry Practice.
- x. The Successful Bidder undertakes to comply with Madhya Pradesh Outdoor Advertisement Media Rules, 2017 and its latest amendment from time to time and any other Applicable Laws in relation to the implementation of the Project and, at all times during the Term of the Authorization Agreement.
- xi. At the end of the Authorization Period, the Successful Bidder has to hand over all physical assets to Bhopal Smart City Development Corporation Ltd. (BSCDCL) in sound condition. In case of any deficiency noticed at the time of such handing over, the Successful Bidder has to

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get it rectified at his own cost within 15 days of such handing-over, otherwise, Bhopal Smart City Development Corporation Ltd. (BSCDCL) will get it rectified at the risk and cost of the Successful Bidder. Performance Security of Successful Bidder will be released only after successful handing over of all physical assets in working condition to Bhopal Smart City Development Corporation Ltd. (BSCDCL).

- xii. The Successful Bidder shall not make any addition, replacement or amendments to any of the Financing Agreements without the prior written consent of the Authority if such addition, replacement or amendment has, or may have, the effect of imposing or increasing any financial liability or obligation on the Authority, and in the event that any replacement or amendment is made without such consent, the Successful Bidder shall not enforce such replacement or amendment nor permit enforcement thereof against the Authority. For the avoidance of doubt, the Authority acknowledges and agrees that it shall not unreasonably withhold its consent for restructuring or rescheduling of the debt of the Successful Bidder.
- xiii. Notwithstanding anything to the contrary contained in this Agreement, the Successful Bidder shall not sub-license/sub-lease/sublet, assign or in any manner create an Encumbrance on any Project Asset without prior written approval of the Authority, which approval the Authority may, in its discretion, deny if such sub-license, sub-lease and assignment or Encumbrance has or may have a material adverse effect on the rights and obligations of the Authority under this Agreement or Applicable Laws; provided that the provisions of this Clause shall not apply where the Successful Bidder grants a sub-license/ sub lease for a cumulative period, including any renewals thereof, not exceeding 11 (eleven) months. For the avoidance of doubt, it is agreed that if the Authority does not deny the approval required within a period of 60 (sixty) days from the date of receiving a notice along with full particulars and documents from the Successful Bidder, the approval shall be deemed to have been granted to the extent such sub-license, assignment or Encumbrance, as the case may be, is in accordance with the provisions of this Agreement. Provided that The Successful Bidder is not authorized and shall not assign, transfer or sublet or part with or create any Encumbrances on the whole or any part of the Project Site.

14.6 Law Governing the Contract

- a) This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- b) Irrespective of the place of payment under the contract, contract shall be deemed to have been made in from as per the delivery of the scope where the 'Letter of Award' of the Bid has been issued and where the contract is to be performed.
- c) Jurisdiction of Courts. - The Courts of Bhopal, Madhya Pradesh, the place from where the 'Letter of Award' of the Bid has been issued.
- d) Compliance with provisions of Contract Labour (Regulation and Abolition) Act, 1970.
- e) The Contractor shall:
 - a. Obtain a valid license under the aforesaid Act as modified from time to time before commencement of the contract and continue to have a valid License until completion of contract. Any failure to fulfil this requirement resulting in non-execution of the contract shall attract penal provisions of the contract.

- b. Pay to labour employed by it directly or through his authorized network/ Successful Bidder the wages as per provisions of the aforesaid Act and Rules wherever applicable. The Contractor shall notwithstanding provisions of contract to the contrary, cause to be paid wages to labour indirectly engaged on the contract including any engaged by his authorized network/ Successful Bidder in connection with said contract, as if the labour had been immediately employed by him.
- c. Comply with or cause to be complied with provisions of aforesaid Act and Rules wherever applicable in respect of all labour directly or indirectly employed in the contract for performance of the Contractor's part of contract, Contractor.
- f) In every case in which, by virtue of provisions of aforesaid Act or Rules, Authority is obliged to pay any amount of wages to a workman employed by the Contractor or his authorized network/ Successful Bidder in execution of the contract or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure on account of contingent liability of the Authority due to the Contractor's failure to fulfil his statutory obligations under the aforesaid Act or the Rules, Authority shall recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the Authority, It shall be at liberty to recover such amount or part thereof by deducting it from the amount of Performance Guarantee Bond and/or from any sum due by the Authority to the Contractor whether under the contract or otherwise.

14.7 Notice

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to any authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, electronic mail, telex or facsimile to such Party at the address specified in the contract.

14.8 Signing of Contract

The signing of an agreement will amount to the award of the contract and the bidder will initiate the execution of work as specified in the contract / agreement.

14.9 Contract Term & Extension of Contract

The Authority shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing to **Successful Bidder**, at least 3 (three) months before the expiration of the Term hereof, whether it shall grant **Successful Bidder** an extension of the Term. The decision to grant or refuse the extension shall be at the Authority's discretion and such extension of the contract, if any, shall be as per terms agreed mutually between the Authority and **Successful Bidder**.

14.10 Force Majeure

The Successful Bidder or Authority, as the case may be, shall be entitled to initially suspend the performance of its respective obligations under the Agreement to the extent that the Successful Bidder or Authority, as the case may be, is unable to render such performance due to a Force Majeure Event.

In the Agreement, no event or circumstance and/or no combination of events and circumstances shall be treated as a Force Majeure Event unless it satisfies all the following conditions

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- materially and adversely affects the performance of an obligation.
- are beyond the reasonable control of the affected Party.
- such Party could not have prevented or reasonably overcome with the exercise of Good Industry Practice or reasonable skill and care.
- do not result from the negligence or misconduct of such Party or the failure of such Party to perform its obligations hereunder; and
- which, by itself or consequently, has an effect described
 - **“Force Majeure Event”** includes the following events and/ or circumstances to the extent that they or their consequences satisfy the requirements set forth.
 - war (whether declared or undeclared), invasion, armed conflict, or act of foreign enemy in each case involving or directly affecting the Project Land.
 - revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage in each case within the Project Land or near vicinity.
 - nuclear explosion, radioactive or chemical contamination or ionizing radiation directly affecting the Project Land and/or the Assets, unless the source or cause of the explosion, contamination, radiation, or hazardous thing is brought to or near the Project Land by the Developer or any Affiliate of the Developer or any Sub-Contractor of the Developer or any of their respective employees, servants, or agents.
 - strikes, working to rule, go-slows and/or lockouts which are in each case widespread, nationwide, or political and affects the Project Land.
 - any effect of the natural elements, including lightning, fire, earthquake, unprecedented rains, tidal wave, flood, storm, cyclone, typhoon, or tornado, within the Project Land or near vicinity.
 - explosion (other than a nuclear explosion or an explosion resulting from an act of war) within the Project Land or near vicinity.
 - epidemic or plague within the Project Land or near vicinity; and
 - any event or circumstances of a nature analogous to any events set forth

It is clarified that non-availability of any plant, equipment, materials, or financial resources for any reason whatsoever shall not be deemed to be an event of Force Majeure.

Force Majeure shall not include any events caused due to acts/omissions of Successful Bidder resulting in a breach/contravention of any of the terms of the Agreement and/or Successful Bidder’s Bid. It shall also not include any default on the part of Successful Bidder due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Agreement.

In such an event, the affected Party shall inform the other Party in writing within 5 (five) days of the occurrence of such event. Any failure or lapse on the part of Successful Bidder in performing any obligation as is necessary and proper, to negate the damage due to projected Force Majeure Events or to mitigate the damage that may be caused due to the above-mentioned events or the

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failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute Force Majeure, as set out above.

In case of a Force Majeure Event, all Parties shall endeavour to agree on an alternate mode of performance in order to ensure the continuity of the Service/ Works and implementation of the obligations of a Party under the Agreement and to minimize any adverse consequences of Force Majeure.

If at any time, during the Term, the performance in whole or in part by either Party of any obligation under the Agreement is prevented or delayed by reason of any Force Majeure Event, and notice of the happening of any such event is given by the affected Party to the other Party, neither Party shall by reason of such event, be entitled to terminate the Agreement nor shall either Party have any claim for damages against the other in respect of such non-performance or delay in performance and the Project (or the parts so affected) due to such Force Majeure Event and the Agreement shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the Authority as to whether the Project have been so resumed or not shall be final and conclusive.

14.11 Settlement of Dispute and Arbitration

If any dispute or difference or claims of any kind arises between the Parties in connection with erection/installation, construction, interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of the Authorization Agreement for the "Engagement of Agency for Installation of Digital Media Devices at various location in Bhopal" for Bhopal Smart City Development Corporation Ltd. (BSCDCL) On Built Operate & Transfer Basis (BOT) And Award Of Advertisement Rights" or the rights, duties or liabilities of any Party under the Authorization Agreement, whether before or after the termination of the Authorization Agreement, then the Parties shall meet together promptly, at the request of any Party, in an effort to resolve such dispute, difference or claim by discussion between them.

There shall be a Dispute Settlement Committee, in terms of the Section 403 of the Madhya Pradesh Municipal Corporation Act, 1956, which shall try to settle all disputes at the first stage. CEO, Bhopal Smart City Development Corporation Ltd. (BSCDCL) shall chair the Dispute Settlement Committee. The authorized representative of the Successful Bidder will be allowed to participate in the Dispute Settlement procedure.

If the Committee fails to resolve the issue within 30 (thirty) days of reference for amicable settlement, the parties will be free to redress it in the front of the Directorate, Urban Development & Administration, Government of Madhya Pradesh, whose decision in this regard shall be final and binding on both the Parties. The existence of any dispute or reference of the same for redressal in any forum shall not absolve the Successful Bidder of its liability to continue make the payment of the license fee as stipulated in the Authorisation Agreement.

14.12 Amicable Resolution

- a. Save where expressly stated otherwise in this Contract, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Contract between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably by the Parties and failing such resolution of the same, in accordance with the procedure set forth in sub-clause (b) below.

- b. Either Party may require the Dispute to be referred to Managing Director (MD) - BSCDCL, for amicable settlement. Upon such reference, both the Parties and the Managing Director (MD) -BSCDCL "Authority" or his/her nominee (who can be an employee of Authority dealing with the Contract or otherwise) shall meet at the earliest mutual convenience and in any event within 15 (fifteen) days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably resolved within 15 (fifteen) days of such meeting, either Party may refer the Dispute to arbitration in accordance with the provisions given below.

14.13 Place of Arbitration

The place of arbitration shall be Bhopal, Madhya Pradesh

14.14 Language

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and rulings shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

14.15 Procedure

The procedure to be followed in the arbitration by the Sole Arbitrator shall be in accordance with the Arbitration & Conciliation Act, 1996 and as may be decided by the Sole Arbitrator.

14.16 Enforcement of Award

Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto hereby waive, to the extent permitted by law, any rights to appeal or to review of such award by any Court or Tribunal. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceedings or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any Court having jurisdiction thereof.

14.17 Fees and Expenses

The fees and expenses of the Sole Arbitrator and all other expenses of the arbitration shall be initially borne and paid by the respective Parties equally subject to determination by the Sole Arbitrator. The Sole Arbitrator may provide in the arbitral award for the reimbursement to the prevailing party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the said Party.

14.18 Performance during Arbitration

Pending the submission of and/ or decision on a dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under this Contract without prejudice to a final adjustment in accordance with such award

14.19 Secrecy

Any information obtained during the execution of the contract by the Contractor, his servants or agents or any person so employed, as to any matter whatsoever, which would or might be directly or indirectly, of use to any enemy of India, must be treated secret and shall not at any time be communicated to any person.

Any breach of the aforesaid conditions shall entitle Authority to cancel the contract and to purchase or authorize purchase of the requires services at the risk and cost of the Contractor in accordance with above clause thereof as applicable

14.20 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by either parties or such other later date as may be stated in any correspondence of the authority.

14.21 Independent Engineer

Appointment of Independent Engineer

The Authority shall appoint an Independent Engineer under this Agreement (the "Independent Engineer"), at the cost which shall be shared equally between the Authority and Successful Bidder.

Duties and functions

- a) The Independent Engineer shall discharge its duties and functions substantially in accordance with the terms of reference set forth in Schedule-Q.
- b) The Independent Engineer shall submit regular periodic reports (at least once every month) to the Authority in respect of its duties and functions set forth in Schedule-Q.

Assistance to the Independent Engineer

The Independent Engineer shall be assisted by its technical staff from time to time.

Termination of appointment

- a) The Authority shall endeavour that Independent Engineer as appointed shall provide its services from the date of its appointment and continue for 3 (three) months unless extended by the Authority. The Authority may, in its discretion, appoint another Independent Engineer in any unavoidable circumstances.
- b) If the Successful has reason to believe that the Independent Engineer is not discharging its duties and functions in a fair, efficient and diligent manner, it may make a written representation to the Authority and seek termination of the appointment of the Independent Engineer. Upon receipt of such representation, the Authority shall hold a tripartite meeting with the Successful Bidder and Independent Engineer for an amicable resolution of the Dispute, and if any difference or disagreement between the Authority and the Successful Bidder remains unresolved, the Dispute shall be settled in accordance with the Dispute Resolution Procedure. In the event that the change of Independent Engineer is considered appropriate, the Authority shall appoint forthwith another Independent Engineer.

Authorized signatories

The Independent Engineer shall designate and notify to the Authority and the Successful Bidder one/two representatives to sign for and on behalf of the Independent Engineer, and any communication or document required to be signed by the Independent Engineer shall be valid and effective only if signed by any of the designated persons; provided that the Independent Engineer may, by notice in writing, substitute any of the designated representatives by any other person.

14.22 Commencement of Services

The Successful Bidder shall begin carrying out the Services within seven (7) days after the date the Contract becomes effective.

14.23 Modification

Authority, without prejudice, can make amendments, and/ or modifications in Contract in writing in mutual agreement with the Contractor and the record of any such change shall be duly appended to the main contract document forthwith and be read as part of the Contract.

14.24 Scope of Work

Scope of the work shall be as defined in thereto of the tender.

14.25 Service Level Agreement

- a. Unless specified by the Authority to the contrary, Successful Bidder shall deliver the goods, perform the services and carry out the scope of work in accordance with the terms of this Contract, Scope of Work and the Service Specifications as laid down under Service Level Agreements of the RFP.
- b. If the Contract, scheduled requirements, service specification includes more than one document, then unless the Authority specifies to the contrary, the later in time shall prevail over a document of earlier date to the extent of any inconsistency.
- c. The Authority reserves the right to amend any of the terms and conditions in relation to the Contract/Service Specifications and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the Scope of Work.

14.26 Intellectual Property Rights

- a. Except for any ownership rights in any intellectual property that have been expressly granted to the Successful Bidder under the Contract, the Authority shall exclusively retain all rights, title and interest in and to any third-party licensed technology, including all worldwide technology and Intellectual Property Rights which has been used for the Project.
- b. Preservation of notice: Successful Bidder shall not remove, efface or obscure any copyright notices or other proprietary notices or legends from any licensed technology or materials provided under the Contract, and shall reproduce all such notices and legends when incorporating licensed technology or materials into any integrated products.
- c. All component / system / data under the Intellectual Property and related solutions and fixes provided pursuant to this Agreement shall be licensed according to the terms of the license agreement packaged with or otherwise applicable to such products. Such licenses shall be brought on behalf of and in the name of the Authority or mentioning the Authority as the end user of such licenses.
- d. Successful Bidder must ensure that while using any software, hardware, processes, data, document, deliverables or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person/Company.
- e. Authority shall exclusively own and have a right in perpetuity to use all Intellectual Property Rights which have been executed during this Contract, including but not limited to all processes, products, specifications, reports and other documents which have been newly created and developed by Successful Bidder solely during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this

- Contract. Successful Bidder undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to the Authority, execute all such agreements/documents and obtain all permits and approvals that may be necessary in regard to the Intellectual Property Rights of the Authority.
- f. If Authority desires, Successful Bidder shall be obliged to ensure that all approvals, registrations, licenses, permits and rights etc. which are inter-alia necessary for use of the goods supplied/installed by SI, the same shall be acquired in the name of the Authority, prior to termination of this Contract and which may be assigned by the Authority to Successful Bidder for the purpose of execution of any of its obligations under the terms of the Bid, Tender or this Contract. However, subsequent to the term of this Contract, such approvals, registrations, licenses, permits and rights etc. shall endure to the exclusive benefit of the Authority.
 - g. Pre-existing work: All intellectual property rights existing prior to the Effective Date of this Agreement shall belong to the Party that owned such rights immediately prior to the Effective Date. Subject to the foregoing, the Authority will also have rights to use and copy all intellectual property rights, process, specifications, reports and other document, drawings, manuals etc. provided or used by the Successful Bidder and its members / subcontractors as part of the Services under this Contract for the purpose of this Contract on non-exclusive, non-transferable, perpetual, royalty-free license to use basis.
 - h. Successful Bidder shall not copy, reproduce, translate, adapt, vary, modify, disassemble, decompile or reverse engineer or otherwise deal with or cause to reduce the value of the Materials except as expressly authorized by Authority in writing.

14.27 Counter Offer

No counter request/offer will be acceptable to the Bhopal Smart City Development Corporation Ltd. (BSCDCL) once the tender process is initiated.

14.28 Dispute Settlement Mechanism

- i. If any dispute or difference or claims of any kind arises between the Parties in connection with erection/installation, construction, interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of the Authorization Agreement for the ““Engagement of Agency for Installation of Digital Media Devices at various location in Bhopal” for Bhopal Smart City Development Corporation Ltd. (BSCDCL) On Built Operate & Transfer Basis (BOT) And Award Of Advertisement Rights” or the rights, duties or liabilities of any Party under the Authorization Agreement, whether before or after the termination of the Authorization Agreement, then the Parties shall meet together promptly, at the request of any Party, in an effort to resolve such dispute, difference or claim by discussion between them.
- j. There shall be a Dispute Settlement Committee, in terms of the Section 403 of the Madhya Pradesh Municipal Corporation Act, 1956, which shall try to settle all disputes at the first stage. CEO, Bhopal Smart City Development Corporation Ltd. (BSCDCL) shall chair the Dispute Settlement Committee. The authorized representative of the Successful Bidder will be allowed to participate in the Dispute Settlement procedure.
- k. If the Committee fails to resolve the issue within 30 (thirty) days of reference for amicable settlement, the parties will be free to redress it in the front of the Directorate, Urban Development & Administration, Government of Madhya Pradesh, whose decision in this regard shall be final and binding on both the Parties. The existence of any dispute

or reference of the same for redressal in any forum shall not absolve the Successful Bidder of its liability to continue make the payment of the license fee as stipulated in the Authorization Agreement.

14.29 Limitation of Liability

- a. The liability of the Successful Bidder (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables, Goods, Services covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the Total Contract Value.
- b. The liability of the Authority (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement shall be limited to the amount of fees remaining to be paid to the Successful Bidder under this Agreement.
- c. In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses nor for any third-party claims, even if it has been advised of their possible existence.
- d. Notwithstanding anything contained in the foregoing, the liability cap for the Successful Bidder given under this Clause shall not be applicable to the indemnification obligations set out in this Agreement and any damages suffered by the Authority due to gross negligence and willful misconduct of the Successful Bidder or subcontractor.
- e. Allocation of liability: The allocations of liability in this clause represent the agreed and bargained-for understanding of the parties and compensation for the Services/Deliverables reflects such allocations.

14.30 Termination

Without prejudice to any other rights or remedies which the non-defaulting Party may have under the Agreement or under the Applicable Laws, upon the occurrence of either an Event of Default Successful Bidder or Authority, the defaulting Party shall be liable for the breach caused and consequences thereof and the non-defaulting Party shall have the right to issue a Notice of Intention to Terminate. Upon the issuance of a Notice of Intention to Terminate, the defaulting Party shall have the right to rectify or cure the breach within the Cure Period. If the breach is not rectified by the defaulting Party within the Cure Period, the non-defaulting Party shall have the right to terminate the Agreement by issuance of a Termination Notice. On Successful Bidder being a defaulting party may be blacklisted from future assignments at the discretion of Authority.

14.31 Termination by Authority

- a. The Bhopal Smart City Development Corporation Ltd. (BSCDCL) may, by not less than 90 (ninety) day's written notice of termination to the Bidder, such notice to be given after the occurrence of any of the events specified in this Clause, terminate this Agreement if:
 - i) the Bidder fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clauses of this RFP here in above, within 90 (ninety) days of receipt of such notice of suspension or within such further period as the Bhopal Smart City Development Corporation Ltd. (BSCDCL) may have subsequently granted in writing;

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- ii) the Bidder becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
 - iii) the Bidder fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clauses of this RFP hereof;
 - iv) the Bidder submits to the Bhopal Smart City Development Corporation Ltd. (BSCDCL) a statement which has a material effect on the rights, obligations or interests of the Bhopal Smart City Development Corporation Ltd. (BSCDCL) and which the Bidder knows to be false;
 - v) any document, information, data or statement submitted by the Bidder in its Proposals, based on which the Bidder was considered eligible or successful, is found to be false, incorrect or misleading;
 - vi) as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
 - vii) the Bhopal Smart City Development Corporation Ltd. (BSCDCL), in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.
- b. In case of breach by the Successful Bidder of any terms and conditions of the RFP or that of agreement, the CEO, Bhopal Smart City Development Corporation Ltd. (BSCDCL) or his authorized representative shall have absolute right to terminate the contract without notice to the Successful Bidder and cause the advertisements removed at the risk and cost of the Successful Bidder and forfeit the Authorization Fee for unexpired period and the security deposit. The Bhopal Smart City Development Corporation Ltd. (BSCDCL) reserves its right to forfeit security deposit even before termination of the contract on breach.
- c. It is further agreed that the Successful Bidder shall not commit any breach of the terms and conditions of the agreement and in the unlikely event of any other breach, the Bhopal Smart City Development Corporation Ltd. (BSCDCL) shall give notice calling upon the Successful Bidder to rectify/remedy the breach, to satisfy the Bhopal Smart City Development Corporation Ltd. (BSCDCL) about there being no breach and satisfy the Bhopal Smart City Development Corporation Ltd. (BSCDCL) within a period of 30 days from the date of notice otherwise the Bhopal Smart City Development Corporation Ltd. (BSCDCL) shall be entitled to terminate the agreement without giving any further notice and in that event the Bhopal Smart City Development Corporation Ltd. (BSCDCL) shall be entitled to recover all its dues which can be adjusted from the dues of Successful Bidder if any found due to him.
- d. It is further agreed that the Successful Bidder has to handover the Digital Media Devices in good condition including Electricity Connection. Electric Fittings. In case of any damage/loss/mishandling observed, expenditure occurred there upon to make it in good condition would be deducted from the Security Deposit.

14.32 Termination by Successful Bidder

The Bidder may, by not less than 90 (ninety) days 'written notice to the Bhopal Smart City Development Corporation Ltd. (BSCDCL), such notice to be given after the occurrence of any of the events specified in this Clause, terminate this Agreement if:

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- a. the Bhopal Smart City Development Corporation Ltd. (BSCDCL) fails to pay any money due to the Bidder pursuant to this Agreement and not subject to dispute pursuant to Clauses of this RFP hereof within 45 (forty-five) days after receiving written notice from the Bidder that such payment is overdue;
- b. the Bhopal Smart City Development Corporation Ltd. (BSCDCL) is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty-five) days (or such longer period as the Bidder may have subsequently granted in writing) following the receipt by the Bhopal Smart City Development Corporation Ltd. (BSCDCL) of the Bidder's notice specifying such breach;
- c. as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- d. the Bhopal Smart City Development Corporation Ltd. (BSCDCL) fails to comply with any final decision reached as a result of arbitration pursuant to Clauses of this RFP hereof.

OTHER TERMS AND CONDITIONS

Both Parties agreed to follow all terms and conditions specified in RFP document and subsequent Addendum and answers to Prebid queries and LOA, except specified in this Agreement.

NOTICES

Unless otherwise stated, notices to be given under this Agreement and the RFP 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:

<>

IF TO CONTRACTOR:

<Communication Address of Contractor>

Fax No.: _____, Phone number _____.

Email: _____

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:

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

In the case of any communication made by facsimile, when transmitted properly addressed to such facsimile number.

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.

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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 Authority by:

(Signature)

<>a

SIGNED, SEALED AND DELIVERED

For and on behalf of Contractor by: