

“Allotment of Exclusive Outdoor Advertisement rights for the display of advertisements at the existing Variable Message Sign Boards (88Nos) installed at various strategic locations PAN city in Kanpur under Smart City Mission including Operation for 01 year”.



BID DOCUMENT

e- TENDER FOR:

“Allotment of Exclusive Outdoor Advertisement rights for the display of advertisements at the existing LED Screens (88Nos) already installed at various strategic locations PAN city in Kanpur under Smart City Mission including Operation for 01 year”.

**KANPUR SMART CITY LIMITED
3RD FLOOR, KANPUR NAGAR NIGAM MUKHYALAY
MOTIJEEL – KANPUR
PIN - 208002
Ph: +91-0512-2541258, 2546194
Email: ksclkanpur@gmail.com**

**KANPUR SMART CITY LIMITED – 3RD FLOOR, KANPUR NAGAR NIGAM
MUKHYALAY, MOTIJEEL, KANPUR -208002**

“Allotment of Exclusive Outdoor Advertisement rights for the display of advertisements at the existing Variable Message Sign Boards (88Nos) installed at various strategic locations PAN city in Kanpur under Smart City Mission including Operation for 01 year”.

IMPORTANT INFORMATION

Sr. No.	Name of work	Allotment of Exclusive Outdoor Advertisement rights for the display of advertisements at the existing LED Screens (88Nos) already installed at various strategic locations PAN city in Kanpur under Smart City Mission including Operation for 01 year
1.	Mode of submission of bids	Open tender
2.	Validity	The bids submitted shall remain valid for a period of 180 days from the date of Opening the technical bid.
3.	Tender Fee & Earnest Money Deposit (EMD) (In INR) through demand draft/ Banker’s cheque drawn in favour of “Chief Executive Officer, Kanpur Smart City Limited” on any scheduled commercial bank payable at Kanpur to be enclosed with the technical bid.	Cost of Tender Document: Rs. 5000/- (Rs. Five Thousand only) Earnest Money Deposit (EMD) – Rs. 200000/-. (Rs. Two Lakhs only)
4.	Date of publication of Tender on website	17/03/2020 at 05.00 PM
5.	Last date of submission of pre-bid queries	25/03/2020 till 05.30 PM at ksclkanpur@gmail.com
6.	Date of Pre Bid Meeting	28/03/2020 at 02.00 PM
7.	Date of Start of Submission of Bids	07/04/2020 from 10.00 AM
8.	Last Date/Time for submission of bids	07/04/2020 till 04.00 PM
9.	Last date/Timing for Submission of Tender Fee and EMD	07/04/2020 till 04.00 PM
10.	Date of Bid Opening (Technical Bid)	07/04/2020 till 05.00 PM
11.	Date/Time for opening of financial bid	To be informed Later
12.	Mode of Selection	Quality and Cost Based Selection (QCBS)
13.	Bid Submission address	Bid should be submitted online at etender.up.nic.in & Hard copy shall be sent to KANPUR SMART CITY LIMITED – 3RD FLOOR, KANPUR NAGAR NIGAM MUKHYALAY, MOTIJHEEL, KANPUR - 208002

Further details can be seen on website etender.up.nic.in

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KANPUR SMART CITY LIMITED – 3RD FLOOR, KANPUR NAGAR NIGAM
MUKHYALAY, MOTIJHEEL, KANPUR -208002

1) INTRODUCTION:

i. Kanpur Smart City Limited (KSCL) is best known for carrying out diverse development works to the citizens of Kanpur under Smart City Mission. We always attempt to provide best and smart infrastructural projects/services to our people of Kanpur. Kanpur Smart City Limited (KSCL) is one which hold 7th Rank nationwide among all 100 Smart Cities in India. Kanpur Smart City Limited (KSCL) is one which hold 1st Rank state wide among all 10 Smart Cities in U.P.

ii. With a view to augment its revenue, KSCL has decided to monetize the advertisement space on existing LED Screens (88Nos), installed at various strategic locations in Kanpur City under Smart City Mission.

iii. KSCL invites bids from the interested parties for allotment of exclusive outdoor advertisement rights for display of the advertisements at the existing LED Screens (88Nos), already installed at various strategic locations in Kanpur City under Smart City Mission.

iv. The advertising space on LED Screens (88Nos) owing to its strategic location give bidders unique opportunity for promoting the brands value.

v. Based on fulfilment of eligibility criteria as laid down in this tender document, successful bidder will be selected through open tendering process for the exclusive outdoor advertisement rights of display of the advertisements at the existing LED Screens (88Nos) as per the provisions of Kanpur Smart City Limited’s outdoor advertisement policy or any other prevailing applicable policy, statutes, codes, applicable laws etc as applicable from time to time.

vi. Information document covering the purpose of the contract, details of space available etc. may be downloaded from the website etender.up.nic.in.

vii. No capital expenditure has to be done by successful bidder as KSCL has already installed the whole structure.

2) OBJECTIVES OF CONTRACT FOR OUTDOOR ADVERTISEMENT RIGHTS:

i. To augment revenue of KSCL by commercial use of advertising space on its LED Screens (88Nos) installed at various strategic locations in Kanpur City under Smart City Mission through outdoor advertisement operation.

ii. Provide value to the clients/corporate who will advertise on LED Screens (88Nos) installed at various strategic locations in Kanpur City under Smart City Mission.

iii. To promote LED Screens (88Nos) as most sought after location for outdoor advertisement and gateway for public awareness campaigns like tourism, cultural beauty, Swacch Bharat and water conservation etc.

3) SCOPE OF CONTRACT FOR OUTDOOR ADVERTISEMENT RIGHTS:

i. The selected Bidder shall have exclusive rights to *manage, operate, maintain, market and sell* advertising space on LED Screens (88Nos) installed at various strategic locations in Kanpur City under Smart City Mission subject to the site details specified in the tender document as per details attached at Annexure-1 on “as is and **where is**” basis giving full compliance to technical parameters of Kanpur Smart City Limited’s Outdoor Advertising Policy or any other prevailing applicable policy, statutes, codes, applicable laws etc as applicable from time to time.

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ii. The advertising rights for the LED Screens (88Nos) shall vest with the successful bidder. Any person who wishes to advertise on these LED Screens (88Nos) will deal directly with the selected bidder and will have no dealing with the KSCL or make any claim on the Kanpur Smart City Limited for omission or commission etc of the successful bidder.

iii. No capital expenditure has to be done by successful bidder as KSCL has already installed the whole structure (LED Screens).

iv. Successful bidder shall be responsible for the following activities:-

a) Obtain all approvals, permits, etc. from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, etc. at its own cost for commercial use of LED Screens. Comply with all statutory requirements in connection with contract/user Agreement.

b) Operate, manage and maintain the entire advertisement plans.

• Preparation of advertising plan for each LED Screens along with relevant details like type of advertisement planned etc.

[KSCL shall consider the plan with respect to *aesthetics, operational feasibility, and safety and security* concerns. The advertisement media may include visual display by electronic media (without audio), or any other innovative advertisement media, etc and shall be displayed one side only. If the agency is desirous of revising/ modifying already in place. advertisement anytime during the contract period, the bidder shall submit revised advertisement plan for approval of KSCL.

• Execute the entire advertisement plans through own staff and operate and manage selling & marketing of the advertising space • Maintain all the display in proper and neat and clean condition and in safe & sound manner for the full currency of the contract.

c) Ensure regular and timely payments of all amounts due to Kanpur Smart City Limited (KSCL) and discharge all obligations as per contract/user Agreement.

d) Payment of all statutory taxes, local levies, statutory dues, etc as and when due, to KSCL /Electricity companies and other regulatory bodies. GST on advertisement shall be payable as applicable by the successful bidder. The bidder shall submit documentary evidence of the taxes submit.

e) Promote LED Screens as reputed destination brands for advertising and design of themes depicting social messages, Uttar Pradesh culture and its natural beauty and Kanpur tourism for display at the advertising space as per the tender conditions along with commercial advertisements too.

f) Successful bidder shall display social messages on LED SCREENSs as approved by KSCL at least 360 hrs (Time slots as decided by KSCL) in a year without any cost to KSCL.

4) ELIGIBILITY CRITERIA:-

i. The bidder shall be a Company registered under the Companies Act, 1956/2013 or a Partnership registered under the Indian Partnership Act, 1932 for the last five years, and inter-alia should be in the business of outdoor advertising in India and should have at least Annual gross turnover of Rs. 4 crore/- (Rupees Four Crore Only) during last financial year viz. 2018-19 from advertisement sector(s). [In this connection bidders are required to submit the audited balance sheet and profit and loss Account certified by a Chartered Accountant.]

ii. Net worth: Net worth of Tenderer during last audited financial year should be greater than or equal to 3 crore.

iii. The bidder should not have been blacklisted or debarred from participating in tendering by the Central Government/State Government/other Govt. Bodies or under a declaration of ineligibility for corrupt or fraudulent practices.

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(Undertaking to be given on company's letter head bearing company seal and duly signed by Authorized representative)

iv. consortium of max 3 numbers allowed to participate in the Bid. Lead member should have minimum 51% stake in the consortium.

v. **Bids by a Consortium:** Bids submitted by a consortium shall comply with the following requirements.

a) The bid shall include a letter signed by all the members of the consortium who are bidding jointly for this work. (A notarized copy of the duly executed Consortium Agreement, entered into between the consortiums partners shall be submitted in the technical bid as per **Annexure-IV**).

b) The contract shall be signed between the lead member and KSCL or as decided by KSCL.

c) All payment transactions shall be done exclusively by the lead member of the consortium or as that agreed between the KSCL and the consortium members at the time of the award of the work.

d) The lead member shall be authorized to incur liabilities and receive instructions for and on behalf of members of the consortium, and shall be responsible for delivery of all provisions of the contract.

e) Although lead member shall be responsible for the entire execution of the Contract yet other members of such entity shall also be jointly and severally liable for the performance of user agreement.

f) A firm may be a member in only one consortium and cannot be member of other consortium bidding against this.

g) The Lead Member of the JV/Consortium shall maintain a minimum percentage share of 51% of the aggregate shareholding of the JV/Consortium during full tenure of contract/user Agreement. [Note: Any change in percentage stake of JV/Consortium members without prior written approval of KSCL shall be treated as Material Breach of Contract and Bidder's Event of Default entitling KSCL to encase Performance Bank Guarantee and or to terminate the contract/user Agreement after 30 days notice]

h) Bidders need to submit supporting documentary evidence in support of eligibility criteria. KSCL has the right to verify/cross verification of authenticity of the said documents whenever felt necessary.

5) INSTRUCTIONS TO BIDDERS:

i. Cost of tender document: Interested bidders may obtain the document from “*Kanpur Smart City Limited*”, on payment of Rs. **5000/- (Rupees Five Thousand only)** (Non refundable).

The payment may be made by way of a crossed demand draft/ Banker's cheque from any scheduled bank, payable at Kanpur drawn in favour of “Chief Executive officer, Kanpur Smart City Ltd from **etender.up.nic.in**.

(Please note: Banker's cheques should be accompanied with technical bids only)

ii. **Survey of advertisement space:** Bidders should carry out extensive survey of the sites of LED Screens installed in different sites in Kanpur City area and analysis of advertisement space at their own cost, **before submitting their respective Bids for award of the contract/ User Agreement. KSCL shall provide necessary permission and assistance to the prospective Bidders in this regard. No claim whatsoever consequent on any misunderstanding or otherwise shall be accepted by KSCL. Before submitting the tender, the bidders are advised to ascertain from Kanpur Nagar Nigam/statutory bodies and satisfy himself about the issue of grant of permission for display of advertisement on LED Screens at different sites in Kanpur City. KSCL shall in no way be responsible for any delay or refusal of grant of approval by statutory Agencies.**

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iii. **Pre-bid Meeting:** A pre-bid meeting will be held at Kanpur Smart City Limited Office, Motijheel on the date mentioned in the table titled “Important Information” to clarify concerns of prospective bidders in respect of scope of Outdoor advertisement rights and any other clauses of the document. Any change in the date of the pre-bid meeting will be notified on **website etender.up.nic.in** and will also be intimated to all prospective bidders who will have purchased documents. Bidders willing to participate in the pre-bid meeting must send their full contact details and queries in writing or through email at least five days before the date of the pre-bid meeting. However, KSCL reserves the right not to answer any particular query or to answer in the way it deems appropriate.

iv. **Late tenders:** Late tenders received after due date and time of submission of bid shall be out rightly rejected. The completed Bids shall be accepted only up to the date and time as specified in NIT. The Bidders shall furnish the information strictly as per the formats given in the tender documents without any ambiguity. The KSCL shall not be held responsible if the failure of any Bidder to provide the information in the prescribed formats results in a lack of clarity in the interpretation and consequent disqualification of its Bid.

v. **Verification and Disqualification:** KSCL reserves the right to verify all statements, information and documents submitted by the Bidder in response to the or the Bidding Documents and the Bidder shall, when so required by KSCL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by KSCL shall not relieve the Bidder of its obligations or liabilities hereunder nor shall it affect any rights of KSCL there under.

vi. No tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the bidders on the Letter of tender or any extension thereof. Withdrawal of tender during the specified period shall result in forfeiture of tender security.

vii. Applicants will not be considered if they make any false or misleading representations in statements/ attachments. If any submission is found false or misleading even at later stage (i.e. after the award of tender) then also, KSCL may annul the award. Further, the applicant may be blacklisted for participation in any future Tender of KSCL. In such a case KSCL shall forfeit the EMD (if any) and Security Deposit (if any) held with KSCL.

viii. No alternations shall be made in any of the tender documents supplied/ downloaded from the website. Bidder by submission of this tender shall be deemed to have accepted the terms and conditions contained in the tender document.

ix. No Bidder shall submit more than one bid for this tender.

x. The Bidders shall submit along with the Application a bid security of Rs. 2,00,000/- (Rupees Two lakhs Only) through Structured Financial Messaging System only (SFMS) and all Annexure in the prescribed format to the below account in the favour of “Chief Executive officer, Kanpur Smart City Ltd”

Smart City Mission Account	
Account Number	0294001100000854
IFSC	PUNB0072700
Branch Address	Punjab National Bank, Swaroop Nagar, Kanpur-208002
Account Name as per bank Passbook	M/s Kanpur Smart City Limited Grant Fund A/c

xi. All documents submitted with the tender shall be in the English Language.

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xii. The documents including this and all attached documents, provided by KSCL shall remain or become the properties of KSCL and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and KSCL shall not return to the Bidders any Bid, document or any information provided along therewith.

xiii. KSCL reserves the right to accept or reject any or all proposals without assigning any reasons. No bidders shall have any cause of action or claim against the KSCL for rejection of his proposal.

xiv. This tender document is not an agreement and is not an offer or invitation by KSCL to any party. The terms for advertisement rights of advertising space shall be as set out in separate agreement executed between KSCL and the successful Bidder.

xv. The bidders may obtain further information/ clarification, if any, in respect of the tender documents from the office of Kanpur Smart City Limited, Motijheel – Kanpur.

6) COMPLETENESS OF RESPONSE:

i. Bidders are advised to study all instructions, forms, terms, requirements and other information in the tender documents carefully. Submission of bid will be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.

ii. The response to this tender shall be full and complete in all respects. Failure to furnish all information required by the tender documents or submission of a proposal not substantially responsive to the tender documents in every respect will be at the Bidder's risk and may result in rejection of its proposal.

iii. The Bidders shall be responsible for the costs associated with the preparation of their bids, survey of site etc and their participation in the bidding process. KSCL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

iv. All communications/documents submitted with the bid including a copy of this tender and the bid documents will be signed on each page by the authorized representative of the bidder. The signature on each page of the copy the tender document means that the bidder complies with all paras of the tender. Non compliance, if any, should be clearly mentioned and highlighted.

v. The Tender shall be filled in, signed with all particulars complete and submitted by the one duly authorized to do so. The bidder shall satisfy the KSCL that he is competent and authorized to submit the tender and/or to enter into a legally binding contract with the KSCL by furnishing documentary evidence in that respect.

vi. Amendment to the tender document:

a) At any time, prior to the bid due date, KSCL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender document by the issuance of addendum/ corrigendum.

b) The amendments shall be notified on the KSCL's official etender.up.nic.in and these amendments will be binding on all bidders.

c) In order to provide the prospective bidders a reasonable time to take the amendment into account in preparing their bids, KSCL may, at its discretion, extend the deadline for the submission of bids suitably.

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vii. EARNEST MONEY DEPOSIT (EMD):

a) Bidders shall submit, along with their Bids, EMD of Rs. 2,00,000/- (Rupees Two lakhs Only)

in the form of a Demand Draft/ Banker’s cheque on any Scheduled /Commercial Bank, in favour of “Chief Executive officer, Kanpur Smart City ltd” payable at Kanpur. EMD in any other form shall not be entertained. The EMD shall be denominated in Indian Rupees only. No interest will be payable to the Bidder on the amount of the EMD. Tenders without earnest money deposit or in any other form shall be summarily rejected.

b) The earnest money of the successful bidder will be adjusted against the Performance Bank Guarantee. However, earnest money of successful bidder who fails to honour the offer made to the Directorate as per tender submitted by him shall be forfeited.

c) The EMD of unsuccessful bidders would be returned to them at the earliest after expiry of the final bid validity and latest within one month of the signing of the contract with successful bidder.

d) Validity period of the EMD is six months or till the completion of finalization of successful bidder.

e) The EMD may be forfeited:

If a Bidder withdraws his bid or decreases his quoted prices during the period of bid validity or its extended period, if any;

OR

If the successful bidder fails to submit the Performance Bank Guarantee or sign the contract within specified time or found involved in any fraudulent or unethical practices.

f) No EMD exemption:

No bidder is exempted from submitting the EMD for this tender.

viii. Available Bid Capacity

Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity (combined bid capacity in case of consortium) is more than the total bid value. The available bid capacity will be calculated as under: (Not mandatory for works up to Rs 10 Lakhs)

$$\text{Assessed Available Bid capacity} = (A*N*2 - B)$$

Where

A = Maximum value of Advertisement related works executed in any one year during the last five years (updated to 2019-20 price level) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which bids are invited.

B = Value, at 2019-20 price level, of existing commitments and on-going works to be completed during the period of completion of the works for which bids are invited.

Note:

i) The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer in charge, not below the rank of an Executive Engineer or equivalent.

ii) Updating factors for updating work value of Advertisement works or similar Project executed during last five years:

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Year before	Multiplying Factor
One	1.1
Two	1.21
Three	1.33
Four	1.46
Five	1.61

iii) The Sole Bidder or the prime bidder (in case of consortium) must be registered under any State's/UT's Commercial Tax Act / GST or Central Tax Act which must be quoted in the bid. The bidder must have paid all applicable State's/UT's Commercial Tax Act / GST or Central Tax Act till year 2018-2019. Self-attested documentary proof is to be submitted. If not applicable submit affidavit in Rupees 100/- Non-judicial stamp paper. The bidder should have valid ESIC registration Certificate. A certified copy must be submitted. If not applicable submit affidavit in Rupees 100/- Non-judicial stamp paper.

The bidder should be registered with the Commissioner, Provident Fund and should submit copy of the registration along with the Technical bid. In case the bidder has less than 20 persons in his employment, he shall submit an affidavit to this effect in lieu of such registration.

xi. SUBMISSION OF BIDS:

a) The bids shall be unconditional, firm and valid for at least 180 calendar days from the date of submission of the bid.

[Note: Any bidder withdrawing or amending his tender within this period shall have to forfeit his earnest money to KSCL].

b) The bidders shall submit their bids in the sealed parts namely, “**Technical bid**”, marked as such along with the bidder's name, strictly in the format given in this document.

The hardcopy of the technical proposal should be in a single sealed envelope, clearly marked as “Technical Proposal from <<Bidder Name>>”.

c) The financial bid should be submitted online only.

d) The above envelope should be submitted in a separate sealed envelope clearly marked as "Tender for allotment of Exclusive outdoor advertisement rights for display of advertisements and Operation at the existing LED Screens (88Nos) installed at various strategic locations in Kanpur City under Smart City Mission”.

- The bidder must give its name and address on the envelope.
- Each page of the Bid document shall be serially numbered and also total number of pages shall be indicated on each page. E.g. 1/8, 2/8, 3/8.....etc.
- All pages of the Bid documents along with supporting documents shall be signed by the authorized person.

e) Any proposal received by KSCL after the last date and time of submission of bids shall be rejected.

f) The bids submitted by telex/telegram/ fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter. KSCL shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject shall be entertained. Only complete bid document, received on application due date prior to schedule time shall be taken as valid. Applications received without due bid security amount and tender cost shall be summarily rejected.

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g) For interpretation of any clause of this tender, the decision of KSCL would be final and binding on the bidder.

x. Last date & place of submission of Bids:

a) Bids complete in all respects may be submitted to the “*Kanpur Smart City Limited, 3rd Floor, Kanpur Nagar Nigam Mukhyalay, Motijheel Kanpur*” latest by last date of submission given in the table titled as “Important **Information**” of this tender document. Bids received after due date & time shall not be considered. Bids submitted through post or through Courier Service must reach on or before the due date and time. Any transit delay will be at the risk of the bidder.

b) The completed bids shall be accepted only up to the date and time as specified in NIT. The bidders shall furnish the information strictly as per the formats given in the tender documents without any ambiguity. The KSCL shall not be held responsible if the failure of any Bidder to provide the information in the prescribed formats results in a lack of clarity in the interpretation and consequent disqualification of its Bid. The Bidder has to submit the Cost of Bid Document and Bid Security (EMD) in Original on or before due date and time of submission of Bid, failing which Bid shall be summarily rejected.

xi. Opening of BIDs:

a. The technical bid of all bidders shall be opened by the opening committee on the specified date as mentioned in NIT, in the presence of the authorized representatives of the bidder who choose to be present. If such nominated date for opening of tender is subsequently declared as a Public Holiday by KSCL, the next official working day shall be deemed as the date of opening of Technical Bids.

b. Technical bids of those bidders who have not submitted tender security shall not be opened. Tender which is accompanied by an unacceptable or fraudulent tender Security shall be considered as non – compliant and rejected.

c. The Tender of any bidder who has not complied with one or more of the foregoing instructions may not be considered. The details will be read out for the information of representative of bidder, present at the time of opening of Tender. On opening of the Tender online, it will be checked if they contain Technical & Financial Bids.

d. The bidders representatives who will attend the bid opening shall sign the attendance sheet. [Letter of authorization shall be submitted by the bidders before they are allowed to participate in bid opening]. A maximum of two representatives for any bidder shall be permitted to attend the bid opening.

e. The online financial bids will be opened on a subsequent date after evaluation of technical bids. Financial bids of only those bidders whose submissions are found substantially responsive and technically compliant will be opened. The time of opening of financial bids shall be informed separately to only the bidders who have qualified during Technical evaluation stages and bidder(s) can be present to witness opening of Financial Bids.

f. KSCL shall open the bids on the due date of bid submission, at the place & time specified in this document and in the presence of the Bidders who choose to attend.

7) CLARIFICATION OF BIDS:

To assist in the examination, evaluation and comparison of bids, KSCL, may at its discretion ask any bidder for any clarification of its bid. The request for the clarification by KSCL and the responses to be submitted by bidders shall be in writing or through email. However, no unsolicited post bid clarification at the initiative of the bidder shall be entertained.

8) BID DOCUMENTS FOR EVALUATION PROCESS:

A. Documents required for technical Bid:

“Allotment of Exclusive Outdoor Advertisement rights for the display of advertisements at the existing Variable Message Sign Boards (88Nos) installed at various strategic locations PAN city in Kanpur under Smart City Mission including Operation for 01 year”.

- i. Copy of incorporation/registration of company under company’s act 1956/2013.
- ii. PAN together with copy of trade license, registration of GST etc.
- iii. Copy of the duly audited balance sheet & profit & loss a/c. for the last financial years.
- iv. Copy of registration of company under the Indian Partnership Act, 1932 (In case of Consortium)
- v. Undertaking by bidder on company’s letter head bearing company seal for not Blacklisted or debarred by Govt./PSU from participating in tendering process.
- vi. Demand Draft for Rs2,00,000/- (Rupees Two lakhs Only) towards EMD in favour of “Chief Executive officer, Kanpur Smart City ltd” payable on Kanpur.
- vii. Demand Draft for Rs 5000/- towards the cost of tender document in favour of “Chief Executive officer, Kanpur Smart City ltd ” payable on Kanpur. (applicable in case of downloaded tender document).
- viii. All communications/documents submitted with the bid including a copy of this tender and the bid documents duly signed on each page by the authorized representative of the bidder. Power of Attorney to the person authorized for signing the bid for his tender [Note: 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 when it is so required the same should be under common seal affixed in accordance with the required procedure. It should be on non-judicial stamp paper of Rs.100/- at least duly notarized with supported by copy of Board of Resolution passed for this purpose only in case of company.]
- ix. Consortium agreement or MoU (in case of consortium)
- x. Undertaking for responsibility by Consortium (Annexure-V)
- xi. All relevant documents required as evidence of meeting technical evaluation criteria and other criteria mentioned anywhere in tender document.
- xii. The bidder is free to submit any additional information which may be relevant for evaluation of the tender.

B. Documents required for Financial bid:

- i. The financial bid should be furnished in the format at **Annexure VI**, clearly indicating the financial offer in both figures and words, in Indian Rupees. In the event of any difference between figures and words, the amount indicated in words shall be taken into account. ii. The bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. KSCL shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

9) EVALUATION PROCEDURE:

Selection of the bidder(s) will be based on technical and financial evaluation of the bid. The evaluation will be in two stages i.e. technical and financial.

i. Overview of evaluation procedure:

The evaluation of technical bids shall be undertaken by a committee of the officers duly constituted for this purpose. The technical evaluation would be based on the following:

- a) The assessment of bidders meeting the eligibility criteria.
- b) The assessment of the capability of bidder to carry out desired scope of contract for outdoor advertisement rights in accordance to terms and conditions for Exclusive outdoor advertisement rights on existing structures of LED Screens installed in Kanpur City as assessed on the basis of carrying out past works in preceding five years.

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Technical Evaluation of Bids:

- In the first stage, the Technical Proposal will be evaluated on the basis of documents submitted in support of Applicant’s experience, financial strength, performance, Work Plan etc.
- The scoring criteria to be used for evaluation shall be as follows:

Sr. No.	Attributes	Evaluation	Maximum Marks	Remarks
a)	Minimum Eligibility Criteria		100Marks	
	1) Average Annual Turnover from advertisement sector(s) 2) Net Worth	i) 60% marks for minimum eligibility criteria ii) 100% marks for twice the minimum eligibility criteria or more. in between (i) & (ii) on pro-rata basis	40 Marks 40 Marks	As per Clause 1.5
	Organizational Presence (No.of cities organisation has worked in last 5 years)	2-3 cities- 10 Marks 4-5 Cities- 15 Marks > 5 cities- 20 Marks	Relevant documents to be attached	20 Marks

ii. Financial bids of only those bidders will be opened whose bids have been technically found suitable.

iii. KSCL shall open financial Bids of all bidders who have submitted substantially responsive technical tenders, in the presence of bidder’s representatives who choose to attend at the address, date and time informed / specified by KSCL. The financial bids of the bidders shall be opened one at a time, reading out: the name of the bidders and any other details as KSCL may consider appropriate.

iv. The financial bids of the bidders shall be opened one by one, by reading out: the name of the Bidders and whether there is a modification; the Tender Price(s), including any discounts and any other details as KSCL may consider appropriate. Only Financial Bids discounts read out and recorded during the opening of Price Tenders shall be considered for evaluation. No Tender shall be rejected at the opening of Price Tenders. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record.

v. Offers received with Annual Charges per year lesser than RESERVE Annual Charges per year (in Rs.) Two Crore are liable to be rejected.

Criteria for Financial Evaluation is as under –

Sr. No.	Criteria	Max Marks	Evaluation
(1)	Revenue Share (Rs.) beyond annual charges (per month)	20	Bidder quoting the highest Revenue Share (%) beyond annual charges (Quarterly) shall get full marks. All other bidders marks shall get prorated based on the highest quote obtained.
(2)	Minimum Annual Charges per year (in Rs.)	80	Bidder quoting the highest Annual Charges per year (in Rs.) shall get full. All other bidders marks shall get pro rata based on the highest quote obtained.
	TOTAL	100	

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vi. KSCL will determine whether the financial proposals are complete, unqualified and unconditional. The cost indicated in financial proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the firm. The highest Financial Proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follow:

$$S_F = 100 \times F / F_M$$

(F= Amount of Financial Proposal)

Revenue Assurance Mechanism:

a) Successful bidder will provide Quarterly proof of Revenue earned in format decided by KSCL. The Concessionaire shall provide Audited Financial Statements to KSCL along with a certificate to the effect that it has not entered into any transaction, in whatsoever form, with the Agents/Clients other than those that fall in the category of an Arms Length Transaction. Should there be any evidence of a related party transaction between the Concessionaire and its Agent/Client, which is not at arm’s length, at any point of time during the Agreement Period; KSCL reserves the right to treat it as material breach on the part of Concessionaire.

b) The Concessionaire shall pay all duties and taxes in consequence of its obligations under this Agreement, including customs duties, and the Revenue Share shall not be adjusted for such costs.

c) Concessionaire shall open a separate Bank Account with a Scheduled Commercial Bank for this project. All receipts of this project shall be deposited in that account only. A copy of that account shall be provided by Concessionaire to KSCL on a monthly basis. All proceeds to go into this account.

d) Revenue Share – Revenue share is defined as the profit/ revenue earned after payment of Reserve Annual Charges as mentioned in the Financial Form (Annexure No. 6)

d) Payment of Revenue share will commence after payment of annual charge (equally divided into 4 instalments quarterly)

Combined and final evaluation:

Proposal will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = S_T \times T_W + S_F \times F_W$$

Where S is the combined score, and TW and FW are weights assigned to Technical Proposal and financial proposal that shall be 0.20 and 0.80 respectively.

Overall Score:

S. No.	Bidder	Technical Score (20% Weight age)	Financial Score (80% Weight age)	Overall Score
1.				
2.				
3.				
4.				

The selected applicant shall be the first ranked Applicant (having the highest combined score).The second ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws, or fails to comply with the specified requirements.

vii) After selection, “Letter of acceptance” will be sent in duplicate to the successful Tenderer, who will return one copy to the Employer duly acknowledged and signed by the authorized signatory, within

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one week of receipt of the same by him. No correspondence will be entertained by the Employer from the unsuccessful Tenderers.

viii) Schedule of Various Stages: The Selected Bidder shall follow the following timelines:

Stage of Activity	Time Period
Submission of Performance bank guarantee through structured financial messaging system to KSCL by Bidder	Within one week of issuance of Letter of Intent (LOI) and prior to the entering of agreement between KSCL and contractor.
User Agreement Period	01 years from commencement of Agreement
Signing of User Agreement.	Within 7 days of issue of Intent.
Payment of Advance User Fee for 1st Quarter to KSCL by Bidder.	Minimum 7 (Seven) days before commencement date of User fee
Advance Annual charges to be paid to KSCL.	Payment of 50% of the Annual Charge amount as quoted in Financial Form (Annexure 6) within 15 days of issuance of Letter of Intent (LOI). Remaining 50% of the payment within six months from the date of LOI.
Payment of Revenue share by bidder	Quarterly

ix) The selected Bidder is required to submit performance bank guarantee Within one week of entering of agreement between bidder and contractor. Any request of successful Bidders for seeking any clarification/approval/document from KSCL shall be considered only after submission of requisite Performance bank guarantee. In case, the bidder fails to submit required amount of Performance bank guarantee within one week of entering of agreement between bidder and contractor, penal surcharge payable to KSCL shall be as follows:

Days from issuance of LOI	Rate of penal surcharge
Up to 30 days	NIL
31st to 45th day	@ 3% flat on PBG Amount

x). After 45 days of issuance of LOI, if Bidder fails to comply with LOI conditions and does not deposit requisite PBG, the LOI may stand cancelled and Earnest Money submitted may be forfeited in favor of “KSCL”. No further request for extension in submitting of PBG shall be considered. The bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration whatsoever on this account.

xi) Selected Bidder shall sign the User Agreement within 7 days of submitting initial amount of Performance Guarantee. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the User Agreement.

xii) Notwithstanding anything contained in this Tender Document, KSCL reserves the right to accept or reject any Bid offer and to annul the Bidding Process and reject all Bid offers, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reason therefore.

xiii). In the event of discrepancy in the rates written in words and the figures, rates quoted in words will be considered.

xiv). The bidder’s” representatives who are present shall be requested to sign the attendance sheet.

10) PERFORMANCE BANK GUARANTEE:

- i. Successful bidder shall deposit Performance Bank Guarantee to KSCL.
- ii. The Performance Bank Guarantee shall be accepted in the form :

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a. Bank Draft in favour of “Chief Executive Officer, Kanpur Smart City Limited” payable at Kanpur from a Scheduled Commercial Bank based in India, OR

b. Fixed Deposit Receipt of a Scheduled Commercial Bank / Post Office based in India duly pledged in favour of Chief Executive Officer, Kanpur Smart City Limited

c. Irrevocable Bank Guarantee in the prescribed format (Annexure-7) issued by the State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks, acceptable to KSCL, with branches located in Kanpur and the payment of BG to be made by its Kanpur Branch only. The Bank Guarantee shall be valid for contract/agreement period plus six months.

iii. In case of a joint venture, the Performance Bank Guarantee shall be submitted in the name of the JV. However, splitting of the Performance Bank Guarantee (while ensuring the PBG.

Security is in the name of JV) and its submission by different members of the JV for an amount proportionate to their participation ratio) is also acceptable.

iv. Performance Bank Guarantee shall be refunded after the completion of full term of the agreement period from commencement date of contract/user agreement. Performance Bank Guarantee will be forfeited after termination of agreement on account of Material Breach of Contract, bidder’s Event of Default non-payment of dues by due date. In such cases, KSCL reserves the right to recover balance outstanding amount, after adjusting the dues from forfeited PBG and advance user fee, if any. However, no part of the forfeited PBG Deposit shall be refunded in any circumstances.

v. KSCL reserves the right for deduction of KSCL dues from bidder’s PBG for: -

a. Any amount imposed as a fine by KSCL for irregularities committed by the successful bidder.

b. Any amount which KSCL becomes liable to the Government/Third party due to any default of the bidder or any of his director/ employees/ representatives/ servant/ agent, etc.

c. Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person duly empowered in his behalf.

d. Any outstanding payment/ claims of KSCL remained due after completion of relevant actions as per agreement.

vi. Once the amount under above clause is debited, the bidder shall replenish the Performance Bank Guarantee to the extent the amount is debited within 15 days period, failing which, it shall be treated as bidder Event of Default.

vii. If the bidder surrenders the agreement granted to it before the expiry of the term of agreement, then the security deposit and all amounts lying with KSCL shall be forfeited.

viii. If the bidder violates the terms and conditions set out by Kanpur Smart City Limited, PBG will be forfeited and decision of KSCL will be final

ix. The Performance Bank Guarantee will be 10% of the Reserve Annual Charge as mentioned in Financial Bid (Annexure – 6).

x. The PBG shall be accepted through Structured Financial Messaging System only (SFMS) and all Annexure in the prescribed format to the below account in the favour of “Chief Executive officer, Kanpur Smart City ltd”

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Smart City Mission Account	
Account Number	0294001100000854
IFSC	PUNB0072700
Branch Address	Punjab National Bank, Swaroop Nagar, Kanpur-208002
Account Name as per bank Passbook	M/s Kanpur Smart City Limited Grant Fund A/c

11) TENURE OF USER/ADVERTISEMENT RIGHTS AGREEMENT:

i. Agreement shall come in effect from the day from the handing over of the advertisement spaces, whichever is later to the agency for a period of 1 (One) year starting from the commencement date of user agreement.

ii. KSCL shall have the right to examine/review the user agreement to evaluate the performance of the bidder at the end of each year of the AGREEMENT. KSCL reserves the right to cancel the agreement for the remaining period if the performance is found unsatisfactory forfeiting the Performance Bank Guarantee in its favour.

iii. Partial surrender of contract/user agreement shall not be allowed.

12) PAYMENT TERMS AND CONDITIONS:

i. Agreement shall come in effect from the day from the handing over of the advertisement spaces, whichever is later and user fee shall be charged from the date of commencement of agreement till the termination/ completion of agreement.

ii. Payment of 50% of the Annual Charge amount as quoted in Financial Form (Annexure 6) within 15 days of issuance of Letter of Intent (LOI). Remaining sublet of the payment within six months from the date of LOI.

iii. Further instalment of revenue share as per contract, will have to be paid every three months, 15 days after of the amount becoming due.

Concessionaire shall open a separate Bank Account with a Scheduled Commercial Bank for this project. All receipts of this project shall be deposited in that account only. A copy of that account statement shall be provided by Concessionaire to KSCL on a monthly basis. All transactions/earnings shall be deposited into this account, in case not followed will be treated as violation of Agreement.

iv. The bidder will be required to pay the **annual revenue share** to the KSCL in **04 instalments**. The user fee quoted by the bidder to be paid to KSCL shall be exclusive of amount to be paid to or any other statutory body, all payments towards taxes, advertisement taxes, duties, royalties, any additional revenue to be shared with statutory bodies, or any other expenditure etc. to be incurred by him / them in future due to enactment of any new laws by the State /Central Govt.

v. The Annual user fee is for advertisement space on specified LED Screens only. No advertising is permitted on the pole.

vi. The bidder voluntarily and unequivocally agrees to make all payments due, on the due date irrespective of whether the bills have been raised or not by KSCL. In case payment is not made by due date, a 15 day's notice to cure the bidder's Event of Default shall be issued. In the event of bidder failing to cure the Default, KSCL shall be entitled to terminate the agreement with 30 days notice and shall be

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free to forfeit Performance Bank Guarantee and take such other action available to it under this Agreement and as per Law.

vii. **For late payments by the bidder, interest at the rate of 2% per month will be charged.**

viii. Non-payment of user fees and other dues:

Non-payment of user Fee and other dues within the prescribed date shall constitute Material Breach of Contract and bidder Event of Default under this Agreement and shall entitle KSCL to terminate the user Agreement as per provisions of the tender. Interest shall continue to accrue on compounding on monthly rolling basis until the user Fee and other dues are finally paid. Such interest shall be charged for the actual delay in number of days, if the payment of user Fee and other dues are not made by the due date with arrears, if any.

ix. In no case, payments shall be allowed to remain outstanding for a period of more than 60 days. If any stage, the dues remain outstanding for the period of more than 60 days, the contract/user agreement will stand automatically terminated without giving any notice to the bidder and Performance Bank Guarantee shall stand forfeited.

13) PENALTY CLAUSE:

Bidder will be penalized up to **Rs.25,000/-** per offence on the following offense:

i. Late payment of KSCL dues up to 10 days.

ii. Not following the instructions of the KSCL Administration regarding Advertisement within 10 days of it being brought to the notice of the bidder.

iii. Any staff of bidder found in drunken condition/indulging in bad conduct or found creating nuisance in KSCL premises

iv. Dishonour of drafts given by bidder.

v. Improper maintenance & defacement of the KSCL Property.

vi. Non submission of quarterly statement of approved plan and actual utilized area of advertisement.

vii. Regular joint inspection will be conducted by KSCL officials and bidder. Discrepancy noticed or instructions issued by KSCL shall be rectified / complied by the bidder within a period of 7 days, failing which KSCL reserves the right to impose fine up to Rs.25,000/-per instance of violation per week. Deliberate or wilful noncompliance of KSCL"s written instructions for a period of 90 days shall constitute Material breach and bidder Event of Default, which shall entitle KSCL to en-cash Performance Guarantee in part or full and or terminate the user Agreement after giving 90 days notice to the bidder.

viii. Such termination of the contract/user Agreement and forfeiture of the Performance Bank Guarantee by KSCL shall be without prejudice to any other damages, rights or remedies applicable under law in its favour.

14) GENERAL TERMS AND CONDITIONS:

A. TAXES AND OTHER STATUTORY DUES:

i. All other statutory taxes, statutory dues, local levies, Goods & Services Tax (GST), etc. as applicable shall be charged extra and shall be remitted along with the user Fee for onward remittance to the Government. The bidder indemnifies KSCL from any claims that may arise from the statutory authorities in connection with this agreement.

ii. Payment of stamp duty for execution of user Agreement, Registration Charges and any other related Legal Documentation charges/incidental charges in pursuance of this tender will be borne by bidder.

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iii. All Taxes & sharing of revenue KSCL and cost on account of maintenance and display of advertisement of LED Screens shall be borne solely by the bidder.

B. BIDDER EVENTS OF DEFAULT AND TERMINATION OF AGREEMENT:

Following shall be considered Material Breach of the Contract by bidder resulting in bidder's Events of Default:-

i. If the successful bidder fails to pay user Fee or other amounts due to KSCL. Even non-payment of one month user Fee will be considered an Event of Default.

ii. If the bidder is found guilty of persistently breaching negative list of advertising and “Factors Governing Advertising Selection”. as given below;

- The bidder shall take into account the following aspects while selecting advertisements on the LED Screens and abide by all the instruction of the authorized KSCL representative on the same

- The advertisement is not prohibited from carrying information or graphic or other items relating to alcohol and tobacco products.

- The advertisement will have no objectionable and indecent portrays of people, products or any terms.

- The use of KSCL name, logo or title without prior written permission is strictly prohibited. No co-branding with the KSCL is allowed, without prior permission.

- No Surrogate advertisements are permitted unless application for placement of the same is accompanied by "no objection certificate" from the Ministry of Information and Broadcasting.

- Advertisements pertaining to achievements by different Governments, their Departments, Ministries, Government Undertakings, other Authorities or Political Parties shall be permitted. However, no advertisement of any political party, person violating “Model Code of Conduct” shall be allowed during the period whereby "Model Code of Conduct" has been enforced by Election Commission. It should be ensured that all political parties and candidates get equitable opportunities to have access to such advertisements space for election related advertisement during the election period and such space should not be dominated/monopolized by any particular party (ies) or candidate(s). Fair and equal opportunity has to be given to all parties/ candidates.

- Any type of audio advertisement including that from Digital Media shall not be allowed.

iii. If at any time during the subsistence of the contract/user Agreement, there is nonconformity to the contract/user Agreement or any time during the contract/user Agreement, the bidder indicates its unwillingness to abide by any clause of this contract/user Agreement or repudiates the Agreement.

iv. If the bidder is in persistent non-compliance of the written instructions of a KSCL officials.

v. If bidder is in violation of any of the other Clauses of this tender or user agreement and after written notice from KSCL fails to cure the Default to the satisfaction of KSCL.

vi. If the user or any of its representatives cause an incident or accident that results in injury or

death of any body or loss to KSCL property. If any of the above Material Breach and bidder Events of Default happens, then: KSCL, after giving due notice to the Bidder to Cure the Default, shall be entitled to terminate the user Agreement. For the avoidance of Doubt, it is clarified that the Cure Period available to the bidder shall be as decided by KSCL. In all other cases of bidder's Event of Default where specific notice period is not provided, KSCL shall issue a Notice to bidder to cure the Default within 15 days. If the bidder fails to cure the Default within 15 days, KSCL after giving a final 15 days notice shall be entitled to terminate the user Agreement.

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vii. TERMINATION OF USER AGREEMENT:

a) Partial surrender of contract/user agreement shall not be allowed to the bidder.

viii. CANCELLATION OF CONTRACT IN FULL OR PART:

If the KSCL cancels / terminates the contract in full or in part on account of

a. Force Majeure

b. Any other cause, which in the absolute discretion of the authority mentioned in contract, is beyond control of the KSCL In the event of any one or more of the above courses being adopted by the KSCL, the bidder, shall have no claim for any compensation or any losses sustained by him by reason of his having purchased or procured any material or entered into any agreements or made any advances on account of or with a view to the execution of the work for the performance of the bidder.

KSCL reserve the rights to terminate the contract/user Agreement by giving one month advance notice in such exigency. The contract/user agreement will stand terminated and the Performance Bank Guarantee will be refunded after adjusting outstanding dues, if any. The Bidder voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard. The Bidder shall remove all the infrastructure (if any) installed by him, etc. from KSCL premises within 30 days of issue of termination letter, failing which KSCL shall be free to use/dispose-off these items in whatever manner as deemed fit and Bidder shall have no claim, compensation or consideration on any account on these media, fixtures etc. In addition, an amount equivalent of 45 days of user fees, as applicable in last quarter before such Termination / Completion / Surrender, shall be charged from the bidder.

In the event of the bidder failing to pay KSCL the user fees or any other charges which the bidder may be required to pay, KSCL will have the right to terminate the contract/user agreement after giving a Show Cause Notice of 30 days and discontinue/ confiscate the advertisement displayed by the bidder and without prejudice to any of its rights shall also forfeit the agency's security deposit.

C. ELECTRIC POWER SUPPLY:

i. Successful bidder will obtain own electric connection directly from Electricity company/Distribution company/Agency for the display of advertisements on the LED Screens allotted under this agreement.

ii. The agency shall bear the amount of all the bills/costs for the electricity that may be consumed due to the operation of the advertisement panels /space allotted under this agreement.

iii. Agency shall follow the I.E. Rules, Acts for safety of equipment, public & Staff.

iv. Agency shall use energy efficient equipment.

v. All fittings including electrical cabling, calibration and installation of Pre-Paid Energy Meters, etc. are to be installed after obtaining approval from KSCL.

vi. The Agency shall operate and maintain existing DG sets on as in where basis to provide alternate power source to the LED Screens.

vii. To promote conservation of electricity, it will be appreciated if the illumination at all outdoor advertising space draw from power from alternate renewable resources like solar power.

The agency shall install the same at its own cost.

OR

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- (i) Successful bidder will pay the cost of electricity per wattage consumption to Kanpur Municipal Corporation on Monthly basis in case of deriving electricity from Street Light Poles
 - (ii) Successful bidder will submit the copies of bills paid to Kanpur Municipal Corporation on Monthly basis to KSCL on regular basis.
 - (iii) 88 LED screens consumes 2550 wattage per day.
 - (iv) Successful Bidder will pay the Electricity charges to Kanpur Municipal Corporation as per the Rates of per wattage consumption decided by KESCO from time to time.

D. FORCE MAJEURE:

Neither KSCL nor Bidder shall be liable for any inability to fulfil their commitments and obligations hereunder occasioned in whole or in part by Force Majeure. Any of the following events resulting in material adverse effect, shall constitute force majeure events:

- i. Earthquake, Flood, Inundation, Landslide.
- ii. Storm, Tempest, Hurricane, Cyclone, Lighting, Thunder or other extreme atmospheric disturbances.
- iii. Fire caused by reasons not attributable to the Bidder.
- iv. Acts of terrorism.
- iv. War, hostilities (Whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war.
- v. Strikes or boycotts, other than those involving the Bidder, its contractors, or their employees, agents etc., and
- vi. The user fee for the portion affected due to Force Majeure shall be exempted for the affected period on prorata basis if the period of Force Majeure persists for more than 7 days.
- vii. However, the agency shall obtain insurance policy to cover the entire infrastructure setup of the LED Screens etc
- viii. Such Force Majeure occurrence shall be notified to the other party within 15 days of such occurrence. If such Force Majeure continues for a period of three months, the party notifying the Force Majeure condition may be entitled to, though not being obliged, to terminate this agreement by giving a notice of one week to the other party and Performance Bank Guarantee shall be refunded by KSCL to the Bidder after adjusting outstanding dues, if any.

E. VACATION OF ADVERTISEMENT SPACE:

- i. The successful bidder shall deliver to the KSCL the peaceful vacant physical possession of the contracted/awarded advertisement space (as per annexure-1) with the advertisement panels i.e. the LED Screens, including the electrical installations etc. at the end of the contract/user Agreement or on termination of the said contract/user Agreement in good working and usable condition. If the contracted/awarded advertisement space along with the LED Screens including electrical installation etc. are not handed over in good condition, the KSCL shall reserve the right to seek damages and shall be liable to recover costs and expenses to repair/ renovate the said panels / site.
- ii. If the successful bidder fails to vacate the contracted/awarded LED Screens within a grace period of 30 days from the date of termination of the contract/user agreement, the contracted agency shall be deemed to be an unauthorized/illegal occupant of the said site under the provisions of Public Premises (Eviction of Unauthorized Occupants) Act, 1971 and amendments thereof. The Bidder will also be liable to pay a penalty @ Rs.50 (Fifty) per Sq. Ft. of entire advertisement space per day for the entire period of such occupation along with the applicable annual user fees. KSCL shall also be entitled to forfeit the and Performance Bank Guarantee of the contract/bidder for such unauthorized and illegal occupation of the said site.

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iii. A certificate from the authorized representative of KSCL in proof of agency having vacated the site will be required to be submitted by the Bidder. Any claim of vacation / non vacation without the endorsement of Station Officers/authorized KSCL representative shall not be entertained.

iv. Bidder shall remove all the media, fixtures etc. from KSCL premises within 30 days of issue of termination letter, failing which these media, fixtures etc. shall become property of KSCL.

F. APPROVAL OF ADVERTISEMENT PLAN:

i. Successful bidder shall submit advertising plan for advertisement space on existing LED Screens (as per annexure-1) indicating type of media and its format etc with adherence to full compliance to technical Parameters of Outdoor Advertising Policy or any other prevailing applicable policy, statutes, codes, applicable laws etc as applicable from time to time, for approval of KSCL. However, bidder will be solely responsible for the compliance of applicable laws and adherence to the submitted & approved plan. All the advertising sites proposed by the Bidder in the plan shall be subject to approval by KSCL.

ii. In this regard, a committee comprising of KSCL officials shall be formed for granting approval. The committee shall communicate its decision in writing within maximum 02 (two) working days from the date of submission of proposals by Bidder to KSCL for display of advertisements. If KSCL does not send any communication within 02 (two) working days of its receipt, the proposal for approval of advertisement plan at that particular station shall be considered deemed to be approved by KSCL.

iii. If the plan does not conform to the requirement as mentioned above, KSCL may reject the proposals, duly specifying the reason(s) thereof. Successful bidder shall resubmit their plan / proposal after such modification and conforming to the requirement of KSCL for approval. Successful bidder shall display advertisements only at the space approved in the above plan.

iv. If any approval is required to be taken from any local authority for display of the advertisement, the same is the sole responsibility of the successful bidder. KSCL may assist in submission of application on written request from the Bidder.

v. If the contracted agency is desirous of revising already approved advertisement plan at any particular LED Screen, the agency shall submit revised advertisement plan for approval of KSCL.

vi. Successful bidder shall submit details along with contact Nos. of his authorized representative(s) which shall visit **the** KSCL premises(s) for insertion of advertisement in the LED screens. The visit is limited to 02 (two) times in a week only.

vii. Inspection of advertisement space will be done jointly by successful bidder and KSCL officers, failing which inspection done by KSCL official(s) shall be final and binding to the Bidder. If during inspection, the advertisement displayed on LED Screens Board is found different from approved advertisement plan at any site; it shall be treated as unauthorized occupancy. The user fee of such unauthorized occupancy shall be charged at double the rate of that rate structure from the first day of that quarter or from the date of previous inspection in which the space was found as per approved plan, whichever is later and shall be charged till a vacation certificate of that unauthorized occupancy from the authorized representative is submitted to KSCL. The Bidder shall submit/show to the KSCL the plan/text/design of all the commercial Publicity material /advertisements in this regard and shall be liable under the all applicable laws of the land. Bidder is liable to abide by the various laws of State and Statutory Laws relating to advertisement/display of items including those of the Kanpur Nagar Nigam.

viii. The successful bidder will send the authorised person

G. INDEMNIFICATION:

i. All other statutory taxes, statutory dues, local levies, as applicable shall be remitted to the Government by the bidder in addition to the remittance of quoted user Fee to the KSCL. The successful bidder shall

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indemnify KSCL from any claims that may arise from the statutory authorities in connection with this user Agreement.

ii. The successful bidder shall be solely responsible to pay all the statutory payments/dues, taxes and duties, royalties, revenue etc to statutory bodies and KSCL shall not in any manner, be responsible for payment of such dues. The successful bidder shall also indemnify KSCL against payment of all such dues to statutory bodies and imposition of any penalty due to non-payment of any such dues or any other account whatsoever.

iii. Successful bidder will provide all the data, material etc required for advertisement operation and shall be solely responsible for display of Digital media on existing LED Screens at his own cost. Any damages/liability in this regard will be borne solely and wholly by the agency. The successful bidder shall indemnify and keep indemnified KSCL against any loss /damage to any person/ property from any legal suit/claim filed on this account by any third party. The successful bidder will at all times abide by all safety procedures and rules as may be stipulated by local bodies/ KSCL from time to time.

iv. The successful bidder shall fully indemnify KSCL against any actions, claim related to design/patent / trademark etc., and shall be solely responsible for payment of royalties etc. which may be payable for any item included in the contract.

v. The successful bidder shall indemnify and keep indemnified the KSCL against all losses and claims for injuries or damage to any persons or any property whatsoever which may arise out of or in consequence of the construction and maintenance of works and against all claims, demands proceedings, damages costs, charges and expenses whatsoever in respect of or in relation thereto.

vi. The successful bidder agrees and undertakes to indemnify and keep indemnified KSCL harmless against any and all liabilities, Losses, damages, claims, expenses suffered by the KSCL as a result of any breach committed by him on this account.

vii. The advertising rights for the above mentioned awarded site shall vest with the bidder. Any person who wishes to advertise on the LED Screens at the above mentioned site will deal directly with the bidder and will have no dealing with the KSCL or make any claim on the KSCL for omission or commission etc of the Bidder. The bidder shall indemnify and keep indemnified the KSCL from any such claims or actions.

viii. In such case the party shall indemnify KSCL on of penalty/ any other charges due to KESCO/ local electricity supply body and KSCL shall not in any manner be responsible for payment of such dues/ penalty etc.

H. REGULATION OF UTILIZATION OF ADVERTISEMENT SPACE:

i. Successful bidder shall be at liberty to choose the media introduce any format, its design, and type and carry out innovation and creativity to add value for maximization of revenues, subject to the scope of advertisement space specified in the tender document. Agency may utilize state of art technology prevalent anywhere globally after approval from KSCL.

ii Use of the Pole or any space other than Annexure-1 for advertisements is strictly prohibited will lead to cancellation of the user agreement and Performance Bank Guarantee in favour of the KSCL shall stand forfeited. The bidder shall not to seek any claim, compensation, damages or any other consideration on this account.

iii. The existing LED Screens in Annexure - 1 are the sole property of KSCL installations will also become the sole property of KSCL after the termination of the contract naturally or prematurely. The agency voluntarily agrees not to seek any claim, damages, compensation or any other consideration whatsoever on this account.

iv. It shall be the sole responsibility of the bidder to obtain all the permissions/approvals from KSCL/statutory bodies and to comply with directions of Honourable Supreme Court in this regard and

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should confirm to the relevant provisions of the Outdoor Advertisement Policy and the same shall be modified by the bidder as and when amended by KSCL/local body. The successful bidder shall be solely responsible for following/ obeying all the parameters/laws/ bye-laws/ acts/ rules implemented by KSCL /local body and the directions of the Honourable Supreme Court in this regard.

v. The successful bidder shall maintain a proper record of advertisement being displayed, no. of LED Screens and display area in use and submit a report on weekly basis.

vi. The successful bidder shall comply with the laws of land including Pollution Control Board and Uttar Pradesh Fire Service guidelines, regulating the advertisements/displays. KSCL which adversely affects this tender and the bidder voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever on this account.

vii. The Bidder is prohibited from displaying any advertisement containing the following nature of contents or as amended by statutory bodies or Supreme Court Guidelines from time to time viz. Nudity, Racial advertisements or advertisements propagating caste, community or ethnic differences, Advertisement promoting drugs, alcohol, cigarette or tobacco items, Advertisements propagating exploitation of women or child, Advertisement having sexual overtone, Advertisement depicting cruelty to animals, Advertisement depicting any nation or institution in poor light, Advertisement casting aspersion of any brand or person, Advertisement banned by the Advertisement Council of India or by law, Advertisement glorifying violence, Destructive devices and explosives depicting items, Lottery tickets, sweepstakes entries and slot machines related advertisements, Any psychedelic, laser or moving displays, Advertisement of Weapons and related items (such as firearms, firearm parts and magazines, ammunition etc.), Advertisements which may be defamatory, trade libellous, unlawfully threatening or unlawfully harassing, Advertisements which may be obscene or contain pornography or contain an "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act,1986, Advertisement linked directly or indirectly to or include description of items, goods or services that are prohibited under any applicable law for the time being in force, including but not limited to the Drugs and Cosmetics Act, 1940, the Drugs And Magic Remedies (Objectionable Advertisements) Act, 1954, the Indian Penal Code, 1860; or Political advertisements or Any other items considered inappropriate by the municipal bodies.

viii. The bidder shall be solely responsible for contents of the publicity material put on display and KSCL shall be indemnified by the bidder from penalty imposed by any local/ statutory body due to violation of any guideline/ statute in this regard.

ix. The bidder shall also strictly abide by safety guidelines as may be issued by local bodies/KSCL from time to time.

x. The bidder will ensure that he should not permit any nuisance at the site or should not do anything which shall cause unnecessary disturbance or inconvenience to the nearby public generally.

xi. The bidder shall be responsible for obtaining all mandatory approvals from any local/municipal authority for displaying the advertisement. The bidder will be solely responsible obtaining the required permission(s) from statutory local bodies. In case any fine is imposed on KSCL due to not obtaining of such approvals the same will be recovered from security deposit of the bidder and the bidder shall recoup/ make good the security deposit to that extent within 15 days of such debit by Directorate.

NOTE: BEFORE SUBMITTING THE TENDER, THE TENDERER IS ADVISED TO ASCERTAIN FROM STATUTORY BODY AND SATISFY HIMSELF ABOUT THE ISSUE OF GRANT OF PERMISSION FOR DISPLAY OF ADVERTISEMENT ON LED SCREENSs. KSCL SHALL IN NO WAY BE RESPONSIBLE FOR ANY DELAY OR REFUSAL OF GRANT OF APPROVAL BY STATUTORY AUTHORITIES.

“Allotment of Exclusive Outdoor Advertisement rights for the display of advertisements at the existing Variable Message Sign Boards (88Nos) installed at various strategic locations PAN city in Kanpur under Smart City Mission including Operation for 01 year”.

I. STATEMENT OF ACCOUNTS: The bidder shall maintain proper record of the advertisements displayed by him in respect of each LED Screens and produce the same on demand before the KSCL or any other officer authorized by him in this behalf.

Contracted agency shall submit the quarterly statement to KSCL to utilize for advertisement at each LED Screens for each advertisement plan. If the actual advertisement displayed at any LED Screen is found to be different from the approved advertisement plan, the user fee shall be charged for actual advertisement displayed at double the rate for whole month.

J. MINIMUM MATERIAL SPECIFICATIONS:

i. Bidder shall use advertisement conforming to international standards of high quality.

ii. Advertisement space on existing LED Screens will be provided to Bidder on “*as is where is basis*” for the purpose of advertisement complying Outdoor Advertising Policy as applicable.

iii. Successful bidder shall ensure that entire advertisement space (LED SCREENSs) are fully engaged by proper advertisement media or any other proper creative to improve the ambience of the location/site. If commercial advertisement is not available for any LED SCREENS, the same should be utilized to display a message as decided by KSCL. At no stage, any installed LED SCREENSs shall be left unattended/Barren.

K. THE CONTRACT /AGREEMENT IS NOT TRANSFERABLE.

i. The contract /agreement is not transferable, however, The Bidder can sublet his rights under this user Agreement to any third party with the prior written permission of the KSCL. The bidder shall be obliged to carry out its obligations under the user Agreement entirely at its own risk and cost.

ii. In case of sublet, the authorised person to visit the KSCL premises to insert the advertisement as mentioned by the successful bidder during the time of agreement will not change under any circumstances.

15) GENERAL OBLIGATIONS OF SUCCESSFUL BIDDER:

i. Successful Bidder shall keep and maintain the LED SCREENSs in neat, clean condition and in safe & sound manner during all the time of agreement tenure. Any defective material should be replaced immediately within 7 working days with new proper material after due certification from reputed agency. In case of any incident / injury caused by advertisement media due to error / omission attributable on the part of Bidder, the Bidder shall be responsible for all compensation.

ii. Successful bidder shall ensure that all persons employed behave in an orderly and disciplined manner and that the said employees are prohibited from carrying on any unlawful, unfair activities or demonstrations in KSCL premises. All the agency’s personnel shall be required to possess ID card while working in KSCL’s premises as per prevailing procedure.

iii. The advertisement rights will be granted to the successful bidder on exclusivity basis. KSCL shall not engage any third party for commercial advertisement on advertisement space of these earmarked LED SCREENSs during the currency of user agreement period.

iv. Successful bidder shall comply with the laws of land including Uttar Pradesh Pollution Control Board guidelines regarding advertisement/display. KSCL will not be held liable for any change/modification in the laws that adversely affect the contract agreement. Successful bidder shall have no right / claim in this regard, whatsoever the reason may be.

v. Successful bidder will not ask for any claim or seek any compensation from KSCL if advertisement at any advertisement space inside any premises is not permitted due to court order/local laws/civil authorities.

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vi. Successful bidder hereby indemnifies KSCL against any loss, damage or liabilities arising as a result of any act of omission or commission on part of Bidder or on part of its personnel or in respect of non-observance of any statutory requirements or legal dues of any nature.

vii. Successful bidder undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. Agency shall indemnify KSCL against any liability arising in connection with the employment of its personnel in the said premises by Bidder. Bidder hereby undertakes to carry out full compliance with KSCL/govt’s policies regulations prevalent at that time.

16) KSCL’S RIGHTS IN RESPECT OF CONTRACT/USER AGREEMENT

i. KSCL shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to or the Bidding Process, including any error or mistake therein or in any information or data given by KSCL.

ii. KSCL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

a. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;

b. consult with any Bidder in order to receive clarification or further information;

c. retain any information and/ or evidence submitted to KSCL by, on behalf of, and/ or in relation to any Bidder; and/ or

d. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

iii. For repeated violation of instructions, breach of contract agreement, KSCL has the right to cancel the contract by giving Show Cause Notice at the risk and cost of the successful bidder including forfeiture of all amounts, Performance Bank Guarantee included in favour of Chief Executive Officer, Kanpur Smart City Limited. In case of any activity which can be deemed criminal, KSCL reserves the right to cancel the contract and forfeit all submissions including the Performance Bank Guarantee in its favour with or without any notice.

iv. KSCL reserves its right to withdraw any site listed in Annexure 1, However, KSCL shall exercise the option of withdrawal of advertisement site sparingly and after due consultation with the agency. The successful bidder hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. The successful bidder shall vacate the premises of such stations within a period of 30 days from such intimation.

v. The KSCL reserves the right to accept or reject any tender. Authority for acceptance of the tender will rest solely with the KSCL, which does not bind itself to accept any tender and not to assign any reason for rejecting the same. KSCL reserves the right for deduction of the amount from Performance Bank Guarantee which becomes liable to be paid on the following grounds:

a. Any amount which KSCL becomes liable to pay to the Government /Third party on behalf of any default of the successful bidder or any of his/her/their servant/agent/employees or staff.

b. Any payment/fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.

c. Once the amount under this clause is debited, the successful bidder shall recoup the security deposit to the extent the amount is debited within 15 DAYS of such debit by KSCL failing which it will be treated as breach of contract agreement and may lead to termination of agreement with forfeiture of all amounts including Performance Bank Guarantee in favour of KSCL.

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17) CONFIDENTIALITY:

Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising KSCL in relation to, or matters arising out of, or concerning the Bidding Process. KSCL shall treat all information, submitted as part of Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. KSCL may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or KSCL or as may be required by law or in connection with any legal process.

18) DISPUTE REDRESSAL SYSTEM:

i. In case of any dispute, the decision of Kanpur Smart City Limited will be final.

19) MISCELLANEOUS:

i. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Kanpur shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process. During the bidding process no dispute of any type would be entertained. Even in such cases where KSCL asks for additional information from any bidder, the same cannot be adduced as a reason for citing any dispute. All disputes between the selected bidder and KSCL shall be settled as per the Dispute Resolution procedure elaborated in the Draft user Agreement *after signing the USER Agreement*. The courts at Kanpur shall have the sole & exclusive jurisdiction to try all the cases arising out of this user agreement.

ii. It shall be deemed that by submitting the Bid, the Bidder agrees and releases KSCL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

iii. The user Agreement is to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this bid, in the event of any conflict between them, the priority shall be in the following order:

a) User Agreement

b) Document; i.e. the User Agreement above shall prevail over tender document. iv. In case of any correction/addition/alteration/omission in the tender document observed at any stage, the bid shall be treated as non-responsive and shall be rejected.

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ANNEXURE 1

DETAILS OF ADVERTISING SPACE OFFERED FOR EXCLUSIVE OUTDOOR ADVERTISEMENT RIGHTS

Sr. No.	Location	Panel	Size (In meters)	Quantity (No.)	Advertisement Space/Area (Sq.m.)
1.	Kanlyanpur to Bithoor Road	LED SCREENS	1.5M X 3.0M	1.0	4.50
2.	IIT Gate Tiraha	LED SCREENS	1.5M X 3.0M	1.0	4.50
3.	Zareeb Chawki	LED SCREENS	1.5M X 3.0M	1.0	4.50
4.	Gurdev Palace Crossing	LED SCREENS	1.5M X 3.0M	1.0	4.50
5.	Taat Mill Chauraha	LED SCREENS	1.5M X 3.0M	1.0	4.50
6.	GOI Chauraha	LED SCREENS	1.5M X 3.0M	1.0	4.50
7.	Deputy Padaav Chauraha	LED SCREENS	1.5M X 3.0M	1.0	4.50
8.	Indian Oil Petrol Pump, G.T. Road	LED SCREENS	1.5M X 3.0M	1.0	4.50
9.	Meghdoot Tiraha	LED SCREENS	1.5M X 3.0M	1.0	4.50
10.	Sangeet Talkies Tiraha	LED SCREENS	1.5M X 3.0M	1.0	4.50
11.	MG College Chauraha	LED SCREENS	1.5M X 3.0M	1.0	4.50
12.	Chakeri Station Road	LED SCREENS	1.5M X 3.0M	1.0	4.50
13.	Hallet Hospital Gate Tiraha	LED SCREENS	1.5M X 3.0M	1.0	4.50
14.	Singhpur Mod	LED SCREENS	1.5M X 3.0M	1.0	4.50
15.	Moolganj Chauraha	LED SCREENS	1.5M X 3.0M	1.0	4.50
16.	Phoolbagh Chauraha	LED SCREENS	1.5M X 3.0M	1.0	4.50
17.	Afeem Kothi Chauraha	LED SCREENS	1.5M X 3.0M	1.0	4.50
18.	Company Bagh Chauraha	LED SCREENS	1.5M X 3.0M	1.0	4.50
19.	Narona Chauraha	LED SCREENS	1.5M X 3.0M	1.0	4.50
20.	Ghantaghar Junction	LED SCREENS	1.5M X 3.0M	1.0	4.50
21.	Panki Power House	LED SCREENS	1.5M X 3.0M	1.0	4.50
22.	Kalyanpur Crossing 1	LED SCREENS	1.5M X 3.0M	1.0	4.50
23.	Fazalganj Chauraha	LED SCREENS	1.5M X 3.0M	1.0	4.50
24.	Pared Chauraha	LED SCREENS	1.5M X 3.0M	1.0	4.50
25.	Green Park Chauraha	LED SCREENS	1.5M X 3.0M	1.0	4.50

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26.	Mariyampur Chauraha	LED SCREENS	1.5M X 3.0M	1.0	4.50
27.	Rocket Tiraha	LED SCREENS	1.5M X 3.0M	1.0	4.50
28.	Sarsaiya Ghat	LED SCREENS	1.5M X 3.0M	1.0	4.50
29.	DAV College	LED SCREENS	1.5M X 3.0M	1.0	4.50
30.	Baagahi Chowk Tiraha	LED SCREENS	1.5M X 3.0M	1.0	4.50
31.	Kidwai Nagar Chauraha	LED SCREENS	1.5M X 3.0M	1.0	4.50
32.	Bakar Ganj Chauraha	LED SCREENS	1.5M X 3.0M	1.0	4.50
33.	BDA Chauraha	LED SCREENS	1.5M X 3.0M	1.0	4.50
34.	Keshav Nagar Chauraha	LED SCREENS	1.5M X 3.0M	1.0	4.50
35.	Gaushala Second	LED SCREENS	1.5M X 3.0M	1.0	4.50
36.	Vijay Nagar Chauraha	LED SCREENS	1.5M X 3.0M	1.0	4.50
37.	Bithoor Tiraha	LED SCREENS	1.5M X 3.0M	1.0	4.50
38.	Military Camp Chauraha	LED SCREENS	1.5M X 3.0M	1.0	4.50
39.	Bara Devi Chauraha	LED SCREENS	1.5M X 3.0M	1.0	4.50
40.	Jajmau Bridge	LED SCREENS	1.5M X 3.0M	1.0	4.50
41.	Jhari Baba Mod	LED SCREENS	1.5M X 3.0M	1.0	4.50
42.	Jhansi Kanpur Highway	LED SCREENS	1.5M X 3.0M	1.0	4.50
43.	Mainawati Marg	LED SCREENS	1.5M X 3.0M	1.0	4.50
44.	Harsh Nagar Tiraha	LED SCREENS	1.5M X 3.0M	1.0	4.50
45.	Rave 3 Mall Chauraha	LED SCREENS	1.5M X 3.0M	1.0	4.50
46.	Kanpur Ganga Bridge	LED SCREENS	1.5M X 3.0M	1.0	4.50
47.	Arya Nagar Chauraha	LED SCREENS	1.5M X 3.0M	1.0	4.50
48.	Bharat Petroleum, G.T. Road	LED SCREENS	1.5M X 3.0M	1.0	4.50
49.	Rawatpur Tiraha	LED SCREENS	1.5M X 3.0M	1.0	4.50
50.	Gutaiya Crossing Tiraha	LED SCREENS	1.5M X 3.0M	1.0	4.50
51.	Bhaironghat Chauraha	LED SCREENS	1.5M X 3.0M	1.0	4.50
52.	Rambagh Chauraha	LED SCREENS	1.5M X 3.0M	1.0	4.50
53.	New Shivli Road	LED SCREENS	1.5M X 3.0M	1.0	4.50
54.	Gumti No. 5 Chauraha	LED SCREENS	1.5M X 3.0M	1.0	4.50
55.	Coca Cola Chauraha	LED SCREENS	1.5M X 3.0M	1.0	4.50
56.	Swaroop Nagar Chauraha	LED SCREENS	1.5M X 3.0M	1.0	4.50

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57.	Panchakki Crossing	LED SCREENS	1.5M X 3.0M	1.0	4.50
58.	Bakar Mandi Dhal Chauraha	LED SCREENS	1.5M X 3.0M	1.0	4.50
59.	Colonel Ganj Tiraha	LED SCREENS	1.5M X 3.0M	1.0	4.50
60.	Rooma G.T. Road	LED SCREENS	1.5M X 3.0M	1.0	4.50
61.	Rama Devi Chauraha	LED SCREENS	1.5M X 3.0M	1.0	4.50
62.	LML Chauraha	LED SCREENS	1.5M X 3.0M	1.0	4.50
63.	Sanigawan Road	LED SCREENS	1.5M X 3.0M	1.0	4.50
64.	Jagaipurwa Chowk, Lal Banglow Road	LED SCREENS	1.5M X 3.0M	1.0	4.50
65.	Bada (Barra) Chauraha	LED SCREENS	1.5M X 3.0M	1.0	4.50
66.	PAC Mod Chauraha	LED SCREENS	1.5M X 3.0M	1.0	4.50
67.	Harjender Nagar Chauraha	LED SCREENS	1.5M X 3.0M	1.0	4.50
68.	Anoop Telecom Chowk, Sungawan Road/Anna Chauraha	LED SCREENS	1.5M X 3.0M	1.0	4.50
69.	Steel Plant Tiraha	LED SCREENS	1.5M X 3.0M	1.0	4.50
70.	Koyla Nagar Chowki	LED SCREENS	1.5M X 3.0M	1.0	4.50
71.	Ramgopal Chauraha	LED SCREENS	1.5M X 3.0M	1.0	4.50
72.	Shyam Nagar Chauraha	LED SCREENS	1.5M X 3.0M	1.0	4.50
73.	Shastri Chowk Chauraha	LED SCREENS	1.5M X 3.0M	1.0	4.50
74.	Yadav Market, Barra Chauraha	LED SCREENS	1.5M X 3.0M	1.0	4.50
75.	Deep Talkies Tiraha	LED SCREENS	1.5M X 3.0M	1.0	4.50
76.	Sachan Guset House Chauraha	LED SCREENS	1.5M X 3.0M	1.0	4.50
77.	Noubasta Chauraha	LED SCREENS	1.5M X 3.0M	1.0	4.50
78.	Charlees Tiraha (Charlad Chauraha Location)	LED SCREENS	1.5M X 3.0M	1.0	4.50
79.	Yashoda Nagar Chauraha	LED SCREENS	1.5M X 3.0M	1.0	4.50
80.	Bank Of Baroda Chauraha	LED SCREENS	1.5M X 3.0M	1.0	4.50
81.	Jarauli Phase 2	LED SCREENS	1.5M X 3.0M	1.0	4.50
82.	Jarauli Phase 1 Arra Road	LED SCREENS	1.5M X 3.0M	1.0	4.50

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83.	Motijheel Chauraha	LED SCREENS	1.5M X 3.0M	1.0	4.50
84.	Bhatiya	LED SCREENS	1.5M X 3.0M	1.0	4.50
85.	Maharshi Dayananad Vihar (President House)	LED SCREENS	1.5M X 3.0M	1.0	4.50
86.	Ram Gopal 2	LED SCREENS	1.5M X 3.0M	1.0	4.50
87.	Taal Mill Chauraha 2	LED SCREENS	1.5M X 3.0M	1.0	4.50
88.	2, Purani Chungi, Tagore Town	LED SCREENS	1.5M X 3.0M	1.0	4.50
TOTAL AREA					396.00

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ANNEXURE 2

BID FORM

(To be submitted on company's letter head)

No:

Dated:

To,
The Chief Executive Officer,
Kanpur Smart City Limited,
3rd Floor, Nagar Nigam Mukhyalay
Motijheel – Kanpur

Sub: Bid for “Allotment of Exclusive Outdoor Advertisement rights for the display of advertisements at the existing LED Screens (88Nos) installed at various strategic locations PAN city in Kanpur under Smart City Mission including Operation for 01 year”

Sir,

With reference to above subject, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid allotment of contract for Outdoor Advertisement rights for the display of advertisements at the existing LED Screens (88Nos) installed at various strategic locations PAN city in Kanpur under Smart City Mission including Operation for 01 year on user Fee basis from KSCL. The Bid is unconditional and unqualified.

1. I/ We acknowledge that KSCL shall be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the successful bidder for the aforesaid subject, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.

2. I/ We shall make available to KSCL any additional information it may find necessary or require to supplement or authenticate the Bid.

3. I/ We acknowledge the right of KSCL to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

4. I/ We declare that:

a) I/ We have examined and have no reservations to the Bidding Documents, including Addendum/ Corrigendum, if any, issued by KSCL; and

b) I/ We do not have any conflict of interest in accordance with provisions of the document; and

c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as stipulated in the document, in respect of any Bid or request for proposal issued by or any agreement entered into with KSCL; and

d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the tender, no person acting for us or on our behalf has engaged or shall engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

e) The undertakings given by me/us along with the Application in response to the for the above subject were true and correct as on the date of making the Application and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.

5. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the above subject, without incurring any liability to the Bidders, in accordance with provisions of the tender document.

“Allotment of Exclusive Outdoor Advertisement rights for the display of advertisements at the existing Variable Message Sign Boards (88Nos) installed at various strategic locations PAN city in Kanpur under Smart City Mission including Operation for 01 year”.

6. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by KSCL in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned subject contract/user Agreement and the terms and implementation thereof.

7. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a contract/user Agreement in accordance with all the terms and conditions of this tender and agree to abide by the same.

8. I/ We have studied all the Bidding Documents carefully and also surveyed the LED Screens (as mentioned in Annexure-1). We understand that except to the extent as expressly set-forth in the contract/user Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by KSCL or in respect of any matter arising out of or relating to the Bidding Process including the award of contract/user Agreement.

9. I/ We offer due Bid Security (EMD) of Rs 200000.00/- (Two Lakhs Rupees only) to KSCL in accordance with the Document. If I/We fail to keep the tender open as aforesaid or make any modifications in the terms and conditions of the tender which are not acceptable to the KSCL, I/We agree that the Directorate shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Should this tender be accepted,

I /We agree to abide by & fulfil all the terms conditions of aforesaid tender document. Earnest Money will be refunded to us without any interest thereof if our tender is not accepted.

10.I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the contract/user rights as mentioned in above subject are not awarded to me/us or our Bid is not opened or rejected.

11.I/We further undertake that after the expiry of the contract period or pre-mature termination of the contract as per clause of General Terms & Conditions of Contract. We shall have no lien or any rights whatsoever on the said LED Screens allotted by the KSCL.

12.The financial offer has been quoted by me/us after taking into consideration all the terms and conditions stated in the tender document, addenda /corrigenda, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project. I/We are satisfied with the locations of the advertisement areas and fully understand & comprehend the technical requirements. I/We are also fully satisfied as to the business viability of licensing the advertisement panels and shall not claim any compensation, dues or any other consideration whatsoever on this account.

13.I/We agree and undertake to be jointly and severally liable for all the obligations of the contract/Bidder under the contract/user Agreement for the contract/agreement period in accordance with the Agreement.

14.I/we agree that the cost of **Stamp Duty** for execution of user Agreement, **Registration Charges** and any other related Legal Documentation charges/incidental charges in pursuance of this tender will be borne by us.

15.I/We agree that all Taxes if any shall be solely borne by us. All Taxes as applicable from time to time shall also be paid by us.

16.I/We agree that the advertising panels i.e. LED Screen installed as installed by KSCL shall remain property of KSCL during contract period and after expiry of contract period or premature termination of contract agreement. The agency shall not make any claim/ compensation on this account including electrical works, cabling, fittings/fixtures meters etc. which shall become the property of the KSCL after the expiry/termination of the contract agreement.

17.I/we agree not to seek any claim or compensation from KSCL if certain advertisements are not permitted due to local laws/civil authorities. The maintenance of all advertisement inserts will be borne by us.

18.I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the tender document.

19.I/We hereby submit bid documents duly signed on each page as token of unconditional acceptance of all terms and conditions set out herewith. In witness thereof, I/we submit this Bid under and in accordance with the terms of the tender document.

Yours

“Allotment of Exclusive Outdoor Advertisement rights for the display of advertisements at the existing Variable Message Sign Boards (88Nos) installed at various strategic locations PAN city in Kanpur under Smart City Mission including Operation for 01 year”.

**(Signature, name and designation of the
Authorised signatory) Name and seal of
Bidder/Lead Member**

**Date:
Place:**

“Allotment of Exclusive Outdoor Advertisement rights for the display of advertisements at the existing Variable Message Sign Boards (88Nos) installed at various strategic locations PAN city in Kanpur under Smart City Mission including Operation for 01 year”.

ANNEXURE 3

GENERAL INFORMATION OF THE BIDDER

1. Name of Bidder:

2. Complete postal address (with Telephone/FAX Nos./E-Mail)

i. Corporate Office:

ii. Addresses of all branch offices in India:

3. In case of Consortium/JV the information above shall be provided for all the members of the consortium.

4. Other information regarding role of each member:

Sr. No.	Name of Member	Proportion of Equity to be held in the Consortium	Role
1.			
2.			
3.			
4.			

* Specify whether Lead Member/ Ordinary Member Signed

5. Details of the contact person who shall serve as point of communication with KSCL within company:

- a. Name :
- b. Designation :
- c. Address :
- d. Telephone Number :
- e. E-Mail Address :

6. Please indicate details and strength of bidder Co. in respect of following:
 Total value of revenue from advertisement businesses conducted in the last three (3) Years :

(The above details shall be given year wise along with the name of clients in the form of self Certification along with the details as applicable]

- 7. Complete profile of company:
- 8. Advertisement plan for LED Screens:

**(Name of the Authorized Signatory) For
 and on behalf of (Name of the Bidder)
 Designation**

Place:

Date:

“Allotment of Exclusive Outdoor Advertisement rights for the display of advertisements at the existing Variable Message Sign Boards (88Nos) installed at various strategic locations PAN city in Kanpur under Smart City Mission including Operation for 01 year”.

ANNEXURE 4

CONSORTIUM AGREEMENT/MEMORANDUM OF UNDERSTANDING

This Consortium Agreement/Memorandum of Agreement is executed at Kanpur on this day of , 2020.

BETWEEN

Mr.....R/o.....OR M/s
....., a Company incorporated under the Companies Act, 1956/2013 and having its Registered Office at acting through its

duly authorized by a resolution of the Board of Directors dated(hereinafter referred to as the “LEAD MEMBER” which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the ONE Part;

AND

Mr.....R/o.....OR M/s
....., a Company incorporated under the Companies Act, 1956/2013 and having its Registered Office at and acting through its, duly authorized by a resolution of the Board of Directors dated(hereinafter referred to as the (“Participant member”) which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the

OTHER/SECOND PART AND

Mr..... R/o..... OR
M/s....., a Company incorporated under the Companies Act, 1956/2013 and having its Registered Office atand acting through its, duly authorized by a resolution of the Board of Directors dated.....

(hereinafter referred to as the (“Participant member”) which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the THIRD PART]

WHEREAS Kanpur Smart City Limited (hereinafter referred to as “KSCL”) has invited Bids for the “Outdoor Advertisement rights for the display of advertisements at the existing LED Screens (88Nos) installed at various strategic locations PAN city in Kanpur under Smart City Mission including Operation for 01 year” in terms of the Bid documents issued for the said purpose and the eligibility conditions required that the Bidders bidding for the same should meet the conditions stipulated by KSCL for participating in the bid by the Consortium for which the Bid has been floated by KSCL.

AND WHEREAS in terms of the bid documents all the parties jointly satisfy the eligibility criteria laid down for a bidder for participating in the bid process by forming a Consortium between them.

AND WHEREAS all the parties hereto have discussed and agreed to form a Consortium for participating in the aforesaid bid and have decided to reduce the agreed terms to writing.

NOW THIS CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT HEREBY

WITNESSES:

1. That in the premises contained herein the Lead Member and the Participant Member having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in the Bid process for “Outdoor Advertisement rights for the display of advertisements at the existing LED Screens (88Nos) installed at various strategic locations PAN city in Kanpur under Smart City Mission including Operation for 01 year” in terms of the Bid invited by KSCL.
2. That all the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by KSCL for awarding the Bid to the Consortium so that the Consortium may take up the aforesaid contract/agreement, in case the Consortium turns out to be the successful bidder in the bid being invited by KSCL for the said purpose.
3. That all the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfils the prequalification/

“Allotment of Exclusive Outdoor Advertisement rights for the display of advertisements at the existing Variable Message Sign Boards (88Nos) installed at various strategic locations PAN city in Kanpur under Smart City Mission including Operation for 01 year”.

eligibility criteria stipulated for a bidder, to participate in the bid for the said Bid process for selection of highest responsive bidder.

4. That the Consortium have agreed to nominate any one of , and as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with the Government and for submitting the bid as well as doing all other acts and things necessary for submission of bid documents such as Bid Application Form etc., Mandatory Information, Financial Bid. etc. and such other documents as may be necessary for this purpose.

5. That the share holding of the members of the Consortium for this specified purpose shall be as follows:

i. The Lead Member shall haveper cent (..... %) of share holding with reference to the Consortium for this specified user agreement.

ii. The Participant Member shall have (..... %) of share holding with reference to the Consortium for this specified user agreement.

6. That in case to meet the requirements of bid documents or any other stipulations of KSCL, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.

7. That it is clarified by and between the members of the Consortium that execution to this Consortium Agreement/Memorandum of Agreement by the members of the Consortium does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Consortium shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the specified project.

8. That the Members of the Consortium undertake to specify their respective roles and responsibilities for the purposes of implementation of this Consortium Agreement and the said project if awarded to the Consortium in the Memorandum to meet the requirements and stipulations of KSCL.

IN FAITH AND TESTIMONY WHEREOF THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN.

1. (.....)
Authorized Signatory For
(Name of company)

2. (.....)
Authorized Signatory
For (Name of company)

3. (.....)
Authorized Signatory For
(Name of company)

Enclosure: Board resolution of each of the Consortium Members authorizing:

- (i) Execution of the Consortium Agreement, and**
- (ii) Appointing the authorized signatory for such purpose.**

“Allotment of Exclusive Outdoor Advertisement rights for the display of advertisements at the existing Variable Message Sign Boards (88Nos) installed at various strategic locations PAN city in Kanpur under Smart City Mission including Operation for 01 year”.

ANNEXURE 5

**UNDERTAKING FOR RESPONSIBILITY
(On Rs. 100/- stamp paper duly notarized)**

.....as a lead member of the consortium of companies; namely
.....(Complete name with address) jointly & severely
undertake the responsibility in regards to the user agreement with KSCL in respect of awarding of
.....:-

1) That, we Solely undertake that(Name of the Company/
consortium member) shall conduct all transactions/ correspondences and any other activity in
connection with contract/User agreement peretaining to “Outdoor Advertisement rights for the display
of advertisements at the existing LED Screens (88Nos) installed at various strategic locations PAN city in
Kanpur under Smart City Mission including Operation for 01 year” with KSCL.

2) That, all consortium members are jointly or severely responsible for all commitments / liabilities/
dues etc to KSCL.

3) That, we further confirm that, the stake holding of lead member.....
(Name of the company/ consortium member) shall always remain more than 51% and we, all consortium
members, insure that there shall be no change in the stake holding of all parties during the period of User
agreement.

4) We also confirm that our consortium was made on Dt....., for seeking contract/user
agreement for “Outdoor Advertisement rights for the display of advertisements at the existing LED
Screens (88Nos) installed at various strategic locations PAN city in Kanpur under Smart City Mission
including Operation for 01 year” at Kanpur as per outdoor advertisement policy, and in support of which
a copy of our Board Resolution is attached with this Undertaking.

(Authorized/ CEO of all consortium members to sign on undertaking with witness signatures)

1.

2.

Witness:

1.

2.

“Allotment of Exclusive Outdoor Advertisement rights for the display of advertisements at the existing Variable Message Sign Boards (88Nos) installed at various strategic locations PAN city in Kanpur under Smart City Mission including Operation for 01 year”.

ANNEXURE 6

**FINANCIAL BID FORM
(To be submitted online only)**

No.

Date:

**To,
The Chief Executive Officer,
Kanpur Smart City Limited,
3rd Floor, Nagar Nigam Mukhyalay
Motijheel – Kanpur**

Sir,

With reference to the tender No.datedfor “Outdoor Advertisement rights for the display of advertisements at the existing LED Screens (88Nos) installed at various strategic locations PAN city in Kanpur under Smart City Mission including Operation for 01 year” at Kanpur, we have carefully studied scope and objectives of contract/user agreement for outdoor advertisement rights and based on these, I/ We hereby submit our Financial Bid for the captioned Bid. If the contract/agreement is awarded to me/us, I/ we agree to make the following payments to KSCL as per terms and conditions set forth in the tender Document.

I/ We hereby submit the Financial Bid for the captioned bid and quote the rate of user fees for displaying commercial advertisements as per the Schedule(s) as given below.

Sr. No.	Description	Display Size (each)	Qty. (No.)	Annual Charges per year (in Rs.)		Revenue Share (Rs.) beyond User charges (per month)	
				In Figures	In words	In percentage	In words
1.	LED Screens	1.5M X 3.0M	88	To be quoted by bidder	To be quoted by bidder	To be quoted by bidder	To be quoted by bidder
Reserve Annual Charges per year (in Rs. Two Crores (See Note No. 1 below))			88 No.				

Note:

- Offers received with Annual Charges per year lesser than RESERVE Annual Charges per year (in Rs. Two Crores are liable to be rejected.
- All the columns of price bid format should be filled. Incomplete financial bids will be considered Non-responsive and shall be rejected.

“Allotment of Exclusive Outdoor Advertisement rights for the display of advertisements at the existing Variable Message Sign Boards (88Nos) installed at various strategic locations PAN city in Kanpur under Smart City Mission including Operation for 01 year”.

3. Final ranking will be on the basis of combined evaluation of technical & financial evaluation as per the tender document. Financial evaluation will be in accordance with the tender document with Total Minimum Annual Charges per year having maximum marks of 80 & Revenue sharing having maximum marks of 20.

4. Total Reserve Annual Charges per year quoted by the bidder above is Considering the minimum advertising area for LED Screens as per Annexure-1 even if all the advertising spaces are not utilized.

5) Reserve Annual Charges per year quoted above is exclusive of all statutory taxes, dues, local levies, service tax, etc. which shall be charged extra and shall be remitted along with the user fee for onward remittance to the government. Municipal Taxes, if any, shall be solely borne by bidder.

Affirmation:

a) I / we affirm that the total price given above represents the Net Price to be paid to KSCL by us on account of outdoor advertisement rights of LED Screens, if allotted to us, for advertisement operations as per terms and conditions of tender and in accordance with the scope of work and price and is exclusive of all expenses and incidentals etc. In particular, the price is also exclusive of taxes to be paid to Local Bodies/State & Central Govt. or any other regulating agency or GST etc I/We undertake to make the payments to KSCL as /per terms and conditions of the Bid document and shall bear all the cost of running advertisement operations including electricity expenses, cost of approval/permission from regulatory bodies for advertisement business, complete operation and maintenance of advertisement space, taxes payable to regulatory bodies for running outdoor advertisement business, consultancy fee, or any other expenses becoming due for advertisement operations etc and no claim will be made on account of any expenses to be incurred during the validity of the work order.

b) This offer is being made by me/ us after taking into consideration all the terms and conditions stated in the Bid document, and after careful assessment of the Space of 396.00 sq. m. as per Annexure -1 offered, all risks and contingencies and all other conditions that may affect the financial Bid.

c) The other utility charges like electricity, statutory dues/ taxes, local levies, etc. as applicable from time to time will be paid as extra charges by us to the concerned agencies directly without any delay or failure and proof of deposit of such taxes will be made available to KSCL, if required for any audit purpose.

Authorized signatory

(Name of the bidder):

Designation:

Place:

Date:

“Allotment of Exclusive Outdoor Advertisement rights for the display of advertisements at the existing Variable Message Sign Boards (88Nos) installed at various strategic locations PAN city in Kanpur under Smart City Mission including Operation for 01 year”.

ANNEXURE 7

FORMAT FOR PERFORMANCE BANK GUARANTEE

(The Bank Guarantee shall either be from State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks with branches located in Kanpur only on non-judicial stamp paper of appropriate value) BANK GUARANTEE NO..... dated..... This Deed of Guarantee executed at.....

Registered office at(hereinafter referred to as “the Guarantor”) which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns;

In favour of The Chief Executive Officer (hereinafter called “.....”), having its office at 3rd Floor, Kanpur Nagar Nigam Mukhyalay, Motijheel, Kanpur – 208001 which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns;

To: [Name of Employer]

[Address of Employer]

WHEREAS _____

[Name and Address of Contractor]

(Hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. Dated _____ to execute _____

[Name of Contract and brief description of Works]

(Hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, upto a total of _____

[Amount of Guarantee]1 _____ [in words]

such sums being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sums or sums within the limit of _____ [Amount of Guarantee]1 as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor 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 (i.e.) 90 days from the date of expiry of the Licence.

WHEREAS: -

1. KSCL, with a view to augment its income through non-operating revenue, had earlier invited tender for “LED Screens (88Nos) installed at various strategic locations PAN city in Kanpur under Smart City Mission including Operation for 01 year” in Kanpur.
2. The Bidder shall manage, operate, maintain, market and sell the advertisement space on earmarked LED Screens as specified in this agreement at its own cost. Details of the advertisement space on LED Screens have been approved by KSCL for letting out advertisement rights (as per Annexure-1) for outdoor advertisement purpose.

“Allotment of Exclusive Outdoor Advertisement rights for the display of advertisements at the existing Variable Message Sign Boards (88Nos) installed at various strategic locations PAN city in Kanpur under Smart City Mission including Operation for 01 year”.

3. KSCL has agreed to provide to the Bidder the advertising space (as per annexure 1) on “as is where is basis”, on the terms and conditions hereunder contained in this otherwise terminated/surrendered earlier or extended further User Agreement.
4. This user agreement is for a period of (.....) years from the commencement date and may be extended for more year on the basis of work performance.
5. The tender offer submitted by M/s..... having their registered office athas been accepted by KSCL vide LOA No..... Dated.
6. As per the terms of the above mentioned LOA, the Bidder has exclusive rights to display advertisements media on the LED Screens (as per annexure-1) installed in Kanpur City, as per Outdoor Advertisement Policy, handed over/approved to the Bidder for the duration of the user agreement.
7. The Bidder is also required to make payments of User Fees & other dues as per contractual obligations and applicable taxes to KSCL.
8. The Bidder shall also: -
 - i. bear and pay all expenses, costs and charges incurred in the fulfilment of all its obligations under the user Agreement; and
 - ii. not assign or create any lien or encumbrance on the User hereby granted or on the whole or any part of the Project Facility nor transfer, lease/ User or part possession therewith save and except as expressly permitted by the User Agreement.
10. The Bidder is required to furnish an unconditional irrevocable Bank Guarantee for an amount of Rs..... (Rupeesonly) i.e. equivalent to six months of User fee as per provisions of the User Agreement, as security for the performance and fulfilment of all its responsibilities and obligations as per the **USER Agreement**. The Bidder has requested the Guarantor to issue the said Bank Guarantee in favour of
11. Now, therefore at the request of the Bidder, the Guarantor has agreed to execute this Guarantee in favour of for the due payment of Rs.....(Rupees..... only)
- 12 . Validity period for Security Deposit/Bank Guarantee will be 03months beyond the stipulated time of licence i.e. 15months.
by (Name of Bank) having its Head.

NOW, THEREFORE, THIS BANK GUARANTEE WITNESS AS FOLLOWS: -

- a) The Guarantor, as primary obligor shall, without demur, reservation, contest, recourse or protest and/or without reference to Bidder, pay to KSCL an amount not exceeding Rs..... (Rupees..... only), on the same working day of receipt of a written demand from KSCL, calling upon the Guarantor to pay the said amount and stating that the Bank Guarantee provided by the Bidder has been forfeited.
- b) The Guarantor agrees that KSCL shall be the sole judge to decide as to whether the Bidder has defaulted in the performance of its obligations as per the user Agreement, and the decision of KSCL in this regard shall be final and binding on the Guarantor, notwithstanding any differences in this regard between KSCL and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
- c) Any such demand made on the Guarantor by KSCL shall be conclusive, absolute, final and binding on the Guarantor, and the amount due and payable by the Guarantor under this Guarantee will be honoured by the Guarantor, simply on demand, without demur, reservation, contest, protest, recourse whatsoever and without need for ascribing any reason to the demand. The liability of the Guarantor under this guarantee is absolute and unequivocal. The above payment shall be made without any reference to the Bidder or any other person.
- d) This Guarantee shall be irrevocable, valid and remain in full force till the 90days beyond of the user agreement Period and the Bidder, and shall continue to be enforceable till all amounts under this Guarantee are paid. The said Guarantee shall be released by KSCL after the expiry of the user agreement Period subject to fulfilment of all handover requirements by the Bidder, to the satisfaction of KSCL and further subject to adjustment for all damages suffered by KSCL.

“Allotment of Exclusive Outdoor Advertisement rights for the display of advertisements at the existing Variable Message Sign Boards (88Nos) installed at various strategic locations PAN city in Kanpur under Smart City Mission including Operation for 01 year”.

- e) This Guarantee is unconditional and irrevocable till such time KSCL discharges this guarantee by issuing a letter to the Guarantor in this behalf.
- f) The Guarantor undertakes to pay the amount mentioned herein as principal debtor and not a surety and it shall not be necessary for KSCL to proceed against the Bidder before proceeding against the Guarantor, notwithstanding the fact that KSCL may have obtained or obtains from the Bidder, any other security which at the time when proceedings are taken against the Guarantor hereunder, is outstanding and unrealized.
- g) The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the user Agreement or other documents or by extension of time of performance of any obligations granted to the Bidder or postponement / non- exercise / delayed exercise of any of its rights by KSCL against the Bidder or any indulgence shown by KSCL to the Bidder, and, the Guarantor shall not be relieved from its obligations under this Bank Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise or omission on the part of KSCL or any indulgence by KSCL to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving the guarantor.
- h) The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder/the Guarantor or any absorption, merger or amalgamation of the Bidder / the Guarantor with any other person.
- i) The Bank agrees that KSCL at its option shall be entitled to enforce this guarantee during its currency against the bank as a Principal Debtor in the first instance without proceeding against the Bidder and notwithstanding any security or other guarantee that KSCL may have in relation to Bidder’s liabilities.
- j) The guarantee hereinbefore contained shall not be affected by any change in the constitution of the Bank or of the Bidder.
- k) The expressions “Bank” and “Bidder” hereinbefore used shall include their respective successors and assigns.
- l) The Courts at Kanpur shall have exclusive jurisdiction to adjudicate on any or all matter arising under this Guarantee.
- m) The Guarantor declares that it has power to issue this Guarantee and discharge the obligations contemplated herein and the undersigned is duly authorized to execute this Guarantee.
- n) This guarantee shall come into effect forthwith and shall remain in force upto
or the extended period if any and shall not be revoked by the Guarantor at any time without KSCL’s prior consent in writing. This Guarantee is valid for a period of Months from the date of signing.
[The initial period for which this Guarantee will be valid must be for at least three months longer than the anticipated expiry date of USER Agreement.]

IN WITNESS WHEREOF THE GUARANTOR HAS EXECUTED THIS GUARANTEE ON THE DAY, MONTH AND YEAR FIRST ABOVE MENTIONED THROUGH ITS DULY AUTHORISED REPRESENTATIVE.

For and on behalf of theBank.

Signature of authorized Bank official Name:

Designation: I.D.

No.:.....

Stamp/Seal of the Bank:

Signed, Sealed and Delivered for and on behalf of the Bank by the above named

In the presence of:

Witness-1

Signature

Name Address

Witness-2

Signature

Name

Address

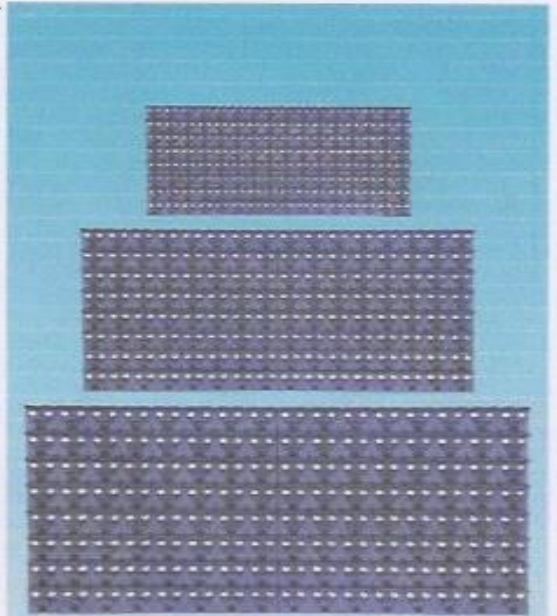
“Allotment of Exclusive Outdoor Advertisement rights for the display of advertisements at the existing Variable Message Sign Boards (88Nos) installed at various strategic locations PAN city in Kanpur under Smart City Mission including Operation for 01 year”.

ANNEXURE 8

SPECIFICATIONS OF LED SCREENS

SPECIFICATIONS:

Sr. No.	P12	PARAMETERS
1	LED Type	SMD with optical lens
2	Pixel Pitch	12 mm
3	Pixel Density	10,000 Dots/m ²
4	Pixel Configuration	1R 1G 1B per pixel
5	Module Dimension (h*w)	96 * 192 mm
6	Module Resolution (h*w)	104 * 240 pixel
7	Viewing Angle	B6+
8	Best Viewing Distance	12m+
9	MTBF	> 10000 Hrs.
10	Maintenance	Rear/ Front Access
11	Life Span	> 100000 Hrs. (After that 50% illumination)
12	Protection Level	IP65 Front
13	Brightness	≥ 11000 Nits (Adjustable manually or automatic through light sensors)
14	Color Depth	14 bit processing depth
15	Color Temperature	R.G.B brightness 256 level adjustable
16	Refresh Rate	≥ 1000 Hz (Adjustable manually through PC Software. Normally it is preset at factory)
17	Contrast Ratio	R3
18	Power Supply	230 V AC + 15%, 50 Hz
19	Beam Width	B6+
20	Luminance	L3
21	Operating Temperature	-15°C ~ 60°C
22	Storage Temperature	-15°C ~ 60°C
23	Operation Humidity	Up to 95% Rh
24	Display Capacity	Text, Image, Graphics
25	Driving Method	1/4 Scan
26	Power Consumption	Max. 410 W/m ² ; Avg. 137 W/m ²
27	Communication Interface	RM45/TCP/IP/FC Port/RS485
28	Pixel Failure detection	yes
29	Self test diagnostic	Yes
30	Certificate	EN12966
31	EMC	Complaint to EN50293



FORMAT FOR DISPLAY

IMAGE	VIDEO
Format – .jpeg	Format - .avi

“Allotment of Exclusive Outdoor Advertisement rights for the display of advertisements at the existing Variable Message Sign Boards (88Nos) installed at various strategic locations PAN city in Kanpur under Smart City Mission including Operation for 01 year”.

Dimension 240 x 105	Dimension 240 x 104
Bit depth 24	Bit rate 240

Agreement Form

This agreement made the _____ day of _____ 2020, between [name and address of Employer] (Hereinafter called “the Employer”) of the one part and [name and address of Contractor] (Hereinafter called “the Contractor”) of the other part.

Whereas the Employer is desirous that the Contractor execute the [name and identification number of Contract] (Hereinafter called “the Works”) and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.

2. In consideration of the payments to be made to the Employer by the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.

3. The Contractor hereby covenants to pay the Employer in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

4. The annual charge amount to be paid to the Employer is agreed to be Rs. _____ per year.

5. The profit sharing should be in the ratio of ____% to the Employer and ____% to the Contractor.

6. The Contractor will share the details of the revenue generations quarterly.

7. The final approval of the advertisement will be provided by Nodal Officer-Kanpur Smart City Limited before going live.

4. The following documents shall be deemed to form and be read and construed as part of this

Agreement, viz.:

- i) Letter of acceptance;
- ii) Notice to proceed with the works;

“Allotment of Exclusive Outdoor Advertisement rights for the display of advertisements at the existing Variable Message Sign Boards (88Nos) installed at various strategic locations PAN city in Kanpur under Smart City Mission including Operation for 01 year”.

iii) Contractor's Bid;

iv) Contract Data;

v) Conditions of contract (including Special Conditions of Contract);

vi) Specifications;

vii) Any other document listed in the Contract Data as forming part of the contract. In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____

was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said in the presence of: _____

Binding Signature of Employer _____

Binding Signature of Contractor _____

