

**STATE INFRASTRUCTURE & INDUSTRIAL DEVELOPMENT
CORPORATION OF UTTARAKHAND LIMITED**

invites

Request for Proposal (RFP)

for

**Selection of Agency to grant rights for displaying Outdoor
Advertisement in Integrated Industrial Estate (IIE),
Haridwar, Uttarakhand**

Volume I: Request for Proposal

NIT No. 166/SIIDCUL/2024

Disclaimer

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Licensee, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Bidding Process.

NOTICE INVITING TENDER (NIT)

Request for Proposal for “Selection of Agency to grant rights for displaying Outdoor Advertisement in Integrated Industrial Estate (IIE), Haridwar, Uttarakhand”

1. Managing Director, SIIDCUL invites tenders from interested Bidders for the project of “Selection of Agency to grant rights for displaying Outdoor Advertisement in Integrated Industrial Estate (IIE), Haridwar, Uttarakhand”.
2. The bid documents shall be published online on the e-Government Procurement System (e-GPS) portal <http://www.uktenders.gov.in> on the date and time as mentioned in the Schedule of bidding process (Key Dates).
3. All interested Bidders must be registered on the e-GPS portal <https://www.uktenders.gov.in>. The registration on the portal is free of cost.
4. The bid validity period shall be 180 days after the bid submission deadline date.
5. Bids shall be submitted online (e-tender) on the e-GPS portal <https://www.uktenders.gov.in>.
6. **Bid Submission procedures:**
 - a) Bidders must be registered on the e-GPS portal <https://www.uktenders.gov.in>.
 - b) In order to be able to use the e-GPS, a Bidder needs to set up their machine (computer). The Bidder has to install some utilities (free software) as per the instructions given in Help Manual for ‘Machine (Computer) Setup’ which is available for download on the e-GPS portal.
 - c) Bids submitted must be signed electronically with a Digital Signature Certificate to establish the identity of the Bidder bidding online. These Digital Signature Certificates are issued by approved certifying authorities, authorized by the Controller of Certifying Authorities, Government of India. More information on how to obtain a DSC and its use is available under the link “Information About DSC” on the e-GPS portal <https://www.uktenders.gov.in>.
 - d) Downloading of Bidding Documents is free of charge.
 - e) Submission of Bids online: Bidders have to submit and sign their encrypted Bids (by their user Public-Key) online using their digital signature certificate within the date and time as stated in the Schedule of bidding process (Key Dates). The electronic Bids of only the Bidders who have submitted their Bid within the stipulated time, as per the Schedule of bidding process (Key Dates), will be accepted by the system.

7. Schedule of bidding process / Key Dates:

S. No.	Event Description	Time and Date
1	Date of publication of NIT	09.11.2024
2	Date of downloading RFP document	11.11.2024
3	Last date for seeking clarification, if any	Up to 10:00 on 18.11.2024
4	Pre-Bid meeting	At 11:00 on 18.11.2024
5	Last date and time for submission of proposals in e-Procurement platform (Bid Due Date)	Up to 14:00 on 10.12.2024
6	Time and date for opening of Technical Proposals	at 15:00 on 10.12.2024
7	Time and date for opening of Financial Proposals	To be intimated later

Venue for Opening of Technical & Financial Proposal:

State Infrastructure & Industrial Development Corporation of Uttarakhand Limited (SIIDCUL), 29, IIE (IT PARK), Sahastradhara Road, Dehradun - 248001, Uttarakhand (India)

8. The Bids must be accompanied by a Bid Security in accordance with the Data Sheet for this RFP. Bids will be opened on the stated date and time in the presence of Bidders' representatives who choose to attend.
9. Bidders may obtain further information from the website <https://www.uktenders.gov.in>.

TABLE OF CONTENTS

DEFINITIONS.....	7
1. PROPOSAL DATA SHEET	9
2. INTRODUCTION.....	12
2.1 BACKGROUND.....	12
2.2 PROJECT SITE AND IDENTIFIED LOCATIONS	12
2.3 CONTOUR OF THE PROJECT	13
2.4 MORATORIUM PERIOD.....	14
2.5 SCOPE OF WORK	15
2.6 GUIDELINES FOR INSTALLATION OF UNIPOLES.....	16
2.7 ROAD SAFETY CRITERIA	17
2.8 ADVERTISEMENT NOT PERMITTED.....	18
2.9 CONTROL OF THE PHYSICAL CHARACTERISTICS OF ADVERTISING DEVICES.....	18
2.10 OTHER TERMS AND CONDITIONS.....	18
2.11 ENCASHMENT AND APPROPRIATION OF SECURITY DEPOSIT	20
3. BID DOCUMENTS	21
3.1 BIDDING DOCUMENTS.....	21
3.2 BRIEF DESCRIPTION OF BIDDING PROCESS	21
3.3 SCHEDULE OF BIDDING PROCESS	23
4. INSTRUCTIONS TO BIDDERS.....	24
4.1 GENERAL TERMS OF BIDDING	24
4.2 CONFLICT OF INTEREST	24
4.3 ELIGIBILITY AND QUALIFICATION REQUIREMENT OF BIDDER.....	26
4.4 CHANGE IN OWNERSHIP	27
4.5 COST OF BIDDING.....	27
4.6 BID SECURITY/ EARNEST MONEY DEPOSIT (EMD).....	27
4.7 SITE VISIT AND VERIFICATION OF INFORMATION	28
4.8 ACKNOWLEDGEMENT.....	28
4.9 RIGHT TO ACCEPT AND TO REJECT ANY OR ALL BIDS	29
4.10 CLARIFICATIONS	30
4.11 PRE-BID MEETING.....	30
4.12 AMENDMENT OF THE RFP	30
5. PREPARATION AND SUBMISSION OF BIDS	32
5.1 LANGUAGE	32
5.2 FORMAT AND SIGNING OF BID	32
5.3 SEALING AND MARKING OF BIDS.....	32
5.4 SUBMISSION OF E-BID/ PROPOSAL.....	33
5.5 DEADLINE FOR SUBMISSION.....	33
5.6 LATE SUBMISSION	34
5.7 MODIFICATION/ SUBSTITUTION/ WITHDRAWAL OF PROPOSALS.....	34
5.8 PROPOSAL OPENING AND EVALUATION.....	34
5.9 EVALUATION OF BIDS	34
5.10 CONTACTS DURING BID EVALUATION	36
5.11 AWARD AND SIGNING OF LICENSE AGREEMENT	36
5.12 PAYMENT TO BE MADE BY THE SELECTED BIDDER	37
5.13 FRAUD AND CORRUPTION	37

5.14 CONFIDENTIALITY	38
5.15 CORRESPONDENCE WITH THE BIDDER	39
5.16 OTHER CONDITIONS.....	39
6. FORMATS FOR SUBMISSION	40
FORM 1 - LETTER COMPRISING THE BID	40
FORM 2 - BIDDER'S INFORMATION.....	43
FORM 3 - FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF BID	44
FORM 4 - FINANCIAL CAPACITY OF THE BIDDER	46
FORM 5 - TECHNICAL CAPACITY OF THE BIDDER	47
FORM 6 - AFFIDAVIT	48
FORM 7 - FINANCIAL BID.....	49
FORM 8 - DECLARATION: CURRENT AND PAST PROCEEDINGS, LITIGATION, ARBITRATION, ACTIONS, CLAIMS, INVESTIGATIONS AND DISPUTES.....	50
FORM 9 - FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT	51
7. ANNEXURE.....	53
7.1 ANNEXURE 1: LOCATION OF IDENTIFIED SPOTS FOR INSTALLING UNIPOLES IN IIE HARIDWAR.....	53
7.2 ANNEXURE 2: LIST OF RESTRICTED/ NEGATIVE ADVERTISEMENT	55

DEFINITIONS

- **Request for Proposal (RFP)** shall mean this document inviting the submission of bids for “Selection of Agency to grant rights for displaying Outdoor Advertisement in Integrated Industrial Estate (IIE), Haridwar, Uttarakhand”.
- **Associates** shall have the meaning as referred in Clause 4.2.1 of this document.
- **Advertising Device** shall mean any object or device that is intended to attract public attention to a product, service, event, or facility. This can include Flags, Banners, Pennants, Lights, Signs, Placards, Posters, Billboards, Unipoles etc.
- **Bank** shall mean any Nationalized Bank and any Indian Scheduled Commercial Bank as notified by Reserve Bank of India.
- **Bid/ Proposal** shall have the meaning as referred in Clause 3.2.1 and submitted by the Bidders in response to this RFP Document.
- **Bidder/ Applicant** shall mean the eligible business enterprise(s)/ entities that has submitted Bid/ Proposal in response to this RFP Document.
- **Bid Due Date/ Proposal Due Date (PDD)** shall mean last date of Proposal submission in e-procurement platform as per Clause 3.1.1 or extended thereafter through corrigendum.
- **Bid Validity Period** shall mean the period stipulated in Clause 3.2.6 of this document, for which the Proposal submitted is valid.
- **Competent Authority** shall mean the authority that has legal capacity or power to perform any designated function.
- **Earnest Money Deposit/ Bid Security** shall have the meaning as referred in Data Sheet and Clause 4.6 of this document.
- **Financial Bid/ Proposal** shall have the meaning as referred in Clause 3.2.4 and 5.3.2 of this document.
- **Good Industry Practice** shall mean practices, methods, techniques and standards as changed from time to time that are generally accepted for use in the infrastructure, construction and real estate industry or any other good industry practice which is relevant to the said Project.
- **Government** means the Government of India or the Government of Uttarakhand, as the case may be.
- **Licensee** means the Selected Bidder, who has executed the License Agreement with the Licensor pursuant to bidding process for “Selection of Agency to grant rights for displaying Outdoor Advertisement in Integrated Industrial Estate (IIE), Haridwar, Uttarakhand” under and in accordance with the provisions of the Bidding Documents.
- **Licensor/ Authority** shall mean the State Infrastructure & Industrial Development Corporation of Uttarakhand Limited (SIIDCUL).
- **License Agreement/ Agreement** shall mean the agreement to be entered into between the Licensee and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.
- **License** shall mean the grant of permission for providing advertisement rights to the Selected Bidder as per the terms and conditions mentioned herein.
- **Responsiveness/ Responsive Proposals** mean those Proposals which meets the requirements of qualification and eligibility criteria as per the Technical Proposal.

- **Selection Process/ Proposal Process** shall mean various activities taken up by the Authority leading up to the selection of the Selected Bidder.
- **Selected Bidder** means the Bidder who has been selected by the Licensor, pursuant to the Bidding Process for award of License.
- **SIIDCUL** means State Infrastructure & Industrial Development Corporation of Uttarakhand Limited.
- **Tax** means and includes all taxes, fees, cesses, levies that may be payable by the Licensee under the Applicable Law to the Government or any of its agencies.
- **Technical Bid** shall have the meaning as referred in Clause 3.2.4 and 5.3.2 of this RFP document.

THE WORDS AND EXPRESSIONS BEGINNING WITH CAPITAL LETTERS AND DEFINED IN THIS DOCUMENT SHALL, UNLESS REPUGNANT TO THE CONTEXT, HAVE THE MEANING ASCRIBED THERETO HEREIN.

1. PROPOSAL DATA SHEET

S. No.	Head	Details
1.	Project Name	Selection of Agency to grant rights for displaying Outdoor Advertisement in Integrated Industrial Estate (IIE), Haridwar, Uttarakhand
2.	Location of Project Site	Within IIE Haridwar, District Haridwar, Uttarakhand
3.	Number of identified locations for installation of Unipoles	10 (refer Annexure 1 for more details)
4.	License Period	2 (two) years after the end of Moratorium Period of 45 days. In case of satisfactory performance, the License Period can be further renewed for next 1 (one) year at the sole discretion of the Authority.
5.	Mortarium Period	45 days from date of signing of License Agreement.
6.	Joint Venture/ Consortium	Not allowed
7.	Selection Process (Refer Clause 3.2 for details)	Step 1 – Assessment of Technical Capacity and Financial Capacity to determine Technically Qualified Bidders. Step 2 – Financial Proposals of only Technically Qualified Bidders shall be opened to select the Successful Bidder.
8.	Bid Parameter	Highest License Fee/ sq. ft. of Display Area/ annum (To be paid by the Selected Bidder to the Authority) The Bidders shall quote price for Single Side Display. If Display sides are increased, then same quoted price in multiplication of sides will be applicable.
9.	Minimum Upset Price of License Fee	INR 225/ sq. ft. of Display Area/ annum The Bidders should quote more than the Minimum Upset Price of License Fee in their Financial Proposal. Any Financial Proposal lower than the Minimum Upset Price of License Fee shall be summarily rejected.
10.	Availability of bid document	Downloadable from the e-Government Procurement System (e-GPS) portal http://www.uktenders.gov.in .
11.	Document Fee	Non-refundable/ non-adjustable fee of INR 1,000 (One Thousand only) plus applicable GST @18% to be paid online before the last date and time for submission of proposals in e-Procurement platform. Non-payment of Document Fee within prescribed time shall lead to rejection of the proposal. The Bidders will have to pay Document Fee by way of online transfer only i.e., through Real Time Gross Settlement (RTGS) or National Electronic Funds Transfer (NEFT) to the account set out below. Attach Document Fee payment proof along with Technical Bid.
12.	Earnest Money Deposit (EMD)/ Bid Security	Refundable amount of INR 27,000 (Twenty-Seven Thousand only) The Bidders will have to provide EMD by way of online

		<p>transfer through RTGS/ NEFT to the account set out below before the last date and time for submission of proposals in e-Procurement platform. In case of non-payment within this time and/ or of lesser value, the proposal shall be summarily rejected.</p> <table border="1"> <tr> <td>Beneficiary Name</td> <td>SIIDCUL</td> </tr> <tr> <td>Bank's name</td> <td>Indian Overseas Bank</td> </tr> <tr> <td>Account Number</td> <td>042902000002450</td> </tr> <tr> <td>Branch and Address</td> <td>Tagore Villa, Chakrata Road, Dehradun</td> </tr> <tr> <td>IFSC Code</td> <td>IOBA0000429</td> </tr> </table> <p>Attach EMD payment proof along with Technical Bid.</p> <p>The proposal shall be summarily rejected if it is not accompanied by the Earnest Money Deposit (EMD).</p>	Beneficiary Name	SIIDCUL	Bank's name	Indian Overseas Bank	Account Number	042902000002450	Branch and Address	Tagore Villa, Chakrata Road, Dehradun	IFSC Code	IOBA0000429
Beneficiary Name	SIIDCUL											
Bank's name	Indian Overseas Bank											
Account Number	042902000002450											
Branch and Address	Tagore Villa, Chakrata Road, Dehradun											
IFSC Code	IOBA0000429											
13.	Security Deposit	<p>The Selected Bidder shall furnish a Security Deposit of INR 45,000 (Forty-Five Thousand only) before signing of the License Agreement, by way of an irrevocable, unconditional and non-transferable Bank Guarantee or FDR issued by a scheduled commercial bank in India and having its branch in Dehradun in favour of MD, SIIDCUL with validity of 3 (three) months beyond the License period.</p> <p>No interest shall be paid on the same by the Authority. The Security Deposit shall be encashed at the sole discretion of the Authority towards any liquidated damages/ other charges that may be payable by the Selected Bidder to the Authority and/ or against termination eventualities attributed to the Selected Bidder, under the terms of the License Agreement.</p> <p>The Security Deposit shall be in the format mentioned in Form 8 of RFP.</p>										
14.	Validity of Bids	180 days from Bid Due Date										
15.	Queries and Pre-Bid	<p>Any queries or request for additional information concerning this RFP shall be submitted in writing or by e-mail to:</p> <p>Managing Director State Infrastructure & Industrial Development Corporation of Uttarakhand Limited (SIIDCUL) 29, IIE (IT PARK), Sahastradhara Road, Dehradun - 248001, Uttarakhand (India) Phone No.: 0135-2708100, 2608092 e-mail: md@siidcul.com, yspundir29@gmail.com</p> <p>The subject of communication shall clearly bear the following identification/ title:</p> <p>“Queries/ Clarification: RFP for Selection of Agency to grant rights for displaying Outdoor Advertisement in Integrated Industrial Estate (IIE), Haridwar, Uttarakhand”</p> <p>Prospective Bidders are advised to visit the site for</p>										

Selection of Agency to grant rights for displaying Outdoor Advertisement in Integrated Industrial Estate (IIE), Haridwar, Uttarakhand

		inspection / better understanding before submitting their proposals.
16.	Location of Pre-Bid meeting	State Infrastructure & Industrial Development Corporation of Uttarakhand Limited (SIIDCUL) 29, IIE (IT PARK), Sahastradhara Road, Dehradun - 248001, Uttarakhand (India)
17.	Draft License Agreement	<p>The Bidding Documents include the draft License Agreement for the Project. The aforesaid documents and any addenda issued subsequent to this RFP Document, or modified RFP documents but before the Bid Due Date, will be deemed to form part of the Bidding Documents.</p> <p>Bidders are required to submit the signed copy of RFP and draft License Agreement along with addendum/ corrigendum, if any issued with the technical proposal/ Bid through online mode.</p>

2. INTRODUCTION

2.1 Background

2.1.1 State Infrastructure & Industrial Development Corporation of Uttarakhand Limited (SIIDCUL), a Government of Uttarakhand Enterprise, was incorporated as a Limited Company in the year 2002. It was established primarily with an objective of providing overall industrial development by developing necessary industrial infrastructure in the state of Uttarakhand directly or through special purpose vehicles, investments assisted companies etc.

2.1.2 SIIDCUL has developed following Integrated Industrial Estate in Uttarakhand state:

S. No.	Integrated Industrial Estate (IIE)	Total Area (in acres)
1	Pantnagar	3236.63
2	Haridwar	2038.00
3	Sitarganj (Phase II)	1869.51
4	Kotdwar (Sigaddi Growth Center)	127.99
5	Dehradun (IT Park)	98.38
6	Selaqui (Pharma City)	207.12
7	Kashipur (Escort Farm)	310.96

2.1.3 In order to commercially utilize the advertisement potential within IIE and to provide better infrastructure/ services within industrial estates, SIIDCUL (hereinafter referred to as the “**Authority**”) invites bids (the “**Bids**”) from eligible bidders for the project “Selection of Agency to grant rights for displaying Outdoor Advertisement in Integrated Industrial Estate, Haridwar, Uttarakhand” (the “**Project**”). Project shall be awarded, through a competitive and transparent bidding process.

2.1.4 This document is a Request for Proposal (“**RFP**”) for entities (the “**Bidder**”) that are interested and eligible to partner with the Authority. Through this RFP, the Authority would evaluate and select an entity (“**Selected Bidder/ Licensee**”) to whom rights will be granted for displaying Outdoor Advertisement in Integrated Industrial Estate (IIE), Haridwar, Uttarakhand.

2.2 Project Site and identified locations

2.2.1 The identified locations for displaying outdoor advertisements are located in IIE Haridwar (District Haridwar, Uttarakhand) as specified in Annexure 1 of this RFP.

2.2.2 IIE Haridwar is the second largest Integrated Industrial Estate owned by SIIDCUL and covers an area of about 2,038 acres. Presently, more than 700 active industrial units are operating from IIE Haridwar. It has brand presence of Hero Group, ITC, Hindustan Unilever, Mahindra, Havells etc.

2.2.3 IIE Haridwar benefits from excellent road and rail connectivity. The main approach is the SIIDCUL Bypass Road, a 60-meter four lane wide road that connects IIE Haridwar to NH 334. The nearest railway station to IIE is Jawalapur Railway Station (about 6 km) and Haridwar Junction (about 10 km). The nearest airport is Jolly Grant Airport, located 52 km from IIE Haridwar.

2.2.4 In addition to external connectivity, SIIDCUL has provided all necessary physical infrastructure within IIE Haridwar including internal motorable roads, electricity, streetlights, water supply, Common Effluent Treatment Plant (CETP), truck parking and more.

- 2.2.5 IIE Haridwar witnesses thousands of daily visitors as its major roads also serves as routes to Roshnabad and the District Court. The main arterial roads offer high visibility to through traffic, making it ideal location for establishing a strong advertising presence.

Regional Setting of IIE Haridwar

IIE Haridwar and surrounding

2.3 Contour of the Project

- 2.3.1 The identified location for outdoor advertisement will be handed over to the Selected Bidder on “as is where is” basis for the License Period.
- 2.3.2 Selected Bidder (the “**Licensee**”) shall be responsible for design, financing, erection, operation (advertisement etc) and maintenance of Unipoles at identified locations within IIE Haridwar under and in accordance with the provisions of the RFP and License Agreement for a period of 02 (two) Years (the “**License Period**”) which may further be renewed for next 1 (one) year at the sole discretion of the Authority. The License Agreement to be entered into

between the Successful Bidder and the Authority shall be in the form provided by the Authority as part of the Bidding Documents pursuant hereto (the “**License Agreement**”).

- 2.3.3 The License period shall commence after 45 days of Moratorium Period, from the date of signing of the License Agreement.
- 2.3.4 Technically qualified Bidder offering highest “**License Fee/ sq. ft. of Display Area/ annum**” to the Authority in its financial proposal, more than the Minimum Upset Price of License Fee/ sq. ft. of Display Area/ annum as indicated in the Proposal Data Sheet, shall be declared as the Selected Bidder.

2.4 Moratorium Period

2.4.1 The Moratorium Period will be 45 days from the date of signing of License Agreement. No License Fee will be charged during the Moratorium Period. Following activities shall be undertaken by the Selected Bidder during the Moratorium Period:

- (i) Finalisation of exact on-ground location for installation of Unipoles through a joint site visit of Authority officials and representatives of Selected Bidder.

If case of any encumbrance on proposed site location, in terms of minimum lateral and longitudinal distance or any other encumbrance which hinders or affects the construction/ installation of Unipole, the Authority reserves the right to relocate/ shift the location in nearest vicinity of the proposed Unipole location.

- (ii) Aesthetical and structural designing of Unipoles.
- (iii) Application and provisioning of utilities (electrical connection etc) at identified locations.
- (iv) Erection of Unipoles.
- (v) Any other activity required to make the Unipoles commercially operational.

2.4.2 The Selected Bidder shall submit the following documents to the Authority before undertaking commercial operations of installed Unipoles:

- (i) An Affidavit to the Authority certifying that all terms and conditions stated in the Bidding Documents and License Agreement have been adhered to.
- (ii) Certificate from a certified practicing Structural Engineer certifying structural stability of all installed Unipoles and adherence to all prescribed criteria for Unipole as per bidding documents.
- (iii) Submission of all risks Insurance Policy valid (renewal) for entire License Period.

2.4.3 The Authority, at its discretion, may check through its technical staff all the erected Unipoles, undertake measurement of Unipoles/ display area and other activities as deemed fit and in case discrepancies are observed, the Authority will issue Objection Certificate to the Selected Bidder and the Selected Bidder should rectify the same within the prescribed time limit. In case of non-adherence, the Authority reserves the right to terminate the Agreement apart from levying penalty as deemed fit.

2.4.4 **No commercial utilisation of Unipoles will be permitted during the Moratorium Period.**

2.4.5 It may be noted that it is the sole responsibility of the Successful Bidder to undertake all the above activities and submit the affidavit along with certificate within the prescribed Moratorium Period. The Authority shall not extend the prescribed Moratorium Period and License Period and License Fee will be charged immediately after the completion of Moratorium Period. However, under exceptional circumstances and on the written request from the Selected Bidder, MD SIIDCUL reserves the right to extend the Moratorium Period.

2.5 Scope of Work

The Selected Bidder shall:

- (a) Be solely responsible for Design, Finance, Construct, Install, Operate, Maintain etc and commercially utilize the Unipoles for advertising purpose on identified locations.
- (b) Get the Unipoles designs certified by an experienced and practicing structural engineer which shall be submitted to the Authority before the start of work at the site i.e. prior to installation of Unipoles.
- (c) A copy of the electrical inspector's test certificate from Government of Uttarakhand shall be provided to the relevant department.
- (d) During installation, must ensure that:
 - (i) There is safe distance from overhead electrical cable.
 - (ii) There are no underground water pipelines, OFC Cable, Electrical Cable, Gas line etc. The Selected Bidder must get the identified locations surveyed prior to excavation at its own cost and expense, so that no utility of the Authority gets damaged.
 - (iii) There should not be any visual blockage to any building/ traffic.
 - (iv) There is no interference/ blockage of the road traffic.
- (e) Bear the cost of utility shifting, if any required during the erection, installation work of Unipoles.
- (f) Undertake all necessary activities to make the Unipoles commercially operational within the Moratorium Period. The locations for installation of Unipoles cannot be altered, modified, or changed without the explicit written permission of the Authority.
- (g) Be responsible for timely submission of Affidavit along with certificate from a certified practicing Structural Engineer and all risks Insurance Policy before undertaking commercial operations of installed Unipoles.
- (h) Be responsible for obtaining all requisite utility connections (electricity etc) for Unipoles at its own cost.
 - (i) Install separate electricity meter for Unipoles and ensure timely payment of utility bills (electricity bills etc) on its own for all installed Unipoles during the entire License Period.
 - (j) Procure, maintain and keep valid all risks Insurance Policy for the Unipoles to cover public liability during the entire License Period.
- (k) Ensure that advertisement of products banned by the government like alcohol, tobacco, cigarette etc along with obscene advertisements and advertisements contained in the negative list shall not be displayed on the Unipoles during the License Period. Further, the Selected Bidder shall be fully responsible for type and kind of advertisement displayed on the Unipoles.
- (l) Be fully responsible for the operation and maintenance of installed Unipoles including timely painting at its own cost, ensuring that it is in accordance with the provisions of License Agreement/ Bidding documents and best industry practices and standards.
- (m) Ensure that whenever any of the Unipole is damaged due to any reason whatsoever, the same shall be repaired as soon as possible. No License Fee rebate whatsoever shall be granted by the Authority.

- (n) Take all precautions to avoid any accidents during installation/ upgradation/ repair/ maintenance/ operation of the Unipoles, electrical fittings and fixtures. If any accident or casualty occurs, the Selected Bidder shall be directly responsible for the damages or any other consequences, whatsoever and Authority shall be kept free of all such liabilities. Proper arrangement shall be made by the Selected Bidder to avoid any hindrance to the traffic during installation/ upgradation, repair, maintenance and operation of the Unipoles. Diversion of traffic, if required, shall be arranged by the Selected Bidder as per traffic police requirements at his own cost.
- (o) Ensure Unipole are structurally sound and maintained in good and properly secured condition. Submit the structure stability certificate of all the installed Unipoles every year to the Authority.
- (p) Ensure that during the entire term of Agreement, the Unipoles structure should be kept clean, well painted and rust/ corrosion free.
- (q) Be responsible for any damage to the road, street, footpath, tiles, curb stones, utilities, central verge or any other ancillary structures, during installation/ up-gradation/ repair/ maintenance/ operation of the Unipoles, including supporting structures, which shall be made good by the Selected Bidder, as per existing specifications, at its own cost.
- (r) Ensure all statutory compliances like Labor License, Professional Tax registration, Coverage of all applicable employees under EPF/ ESI/ PF act etc relating to the project are adhered to. Also, ensure timely payment of EPF, ESI, gratuity, insurance, Mediclaim etc. of the manpower employed/ deployed for the project.
- (s) Be responsible for the removal of installed equipment and structures of the Unipoles within the Grace Period of 15 (fifteen) days upon the expiration/ early termination of License Agreement. However, no advertisements will be allowed to be displayed during this Grace Period.
- (t) Duly comply with orders/ directives from courts and other competent authorities. SIIDCUL reserves the rights to direct the Selected Bidder to comply with the directives issued by the SIIDCUL management in lieu of the SIIDCUL Outdoor Advertisement policy and amendments approved by MD, SIIDCUL from time to time.

2.6 Guidelines for Installation of Unipoles

- (a) Advertisement hoarding on Unipole shall be of size 6.0 meter x 3.0 meter. However, the size of Unipole's advertisement panel can be changed subject to a valid reason and with written permission of MD, SIIDCUL.
- (b) All Unipole's advertisement panel base (bottom side) should be at least 2.5 meters above the ground level.
- (c) Unipole's will display advertisement on single side. However, with written permission from Authority, the Successful Bidder may display advertisement on both sides as per the viability of the site and on payment of prorated License Fee.
- (d) Unipoles structures including the foundation, shall be designed and checked for extreme wind conditions, earthquake, soil bearing etc. and shall comply with relevant Indian structural designs standards, codes of practice and the policy guidelines. The designs shall be certified by an experienced and practicing structural engineer and shall be submitted to the Authority before the start of work at the site.
- (e) Electrical connections at Unipole shall be in accordance with the relevant Indian Standards. All power supply (SMPS) shall be BIS approved and waterproof tested for

- minimum IP-67 grade. The electrical work shall be performed by A class registered licensed electrical contractor/ worker in accordance with the relevant Electricity Regulation and the Wiring Rules and the relevant electricity supplier's requirements.
- (f) The Unipoles structure must have a non-reflective finish to prevent glare and should be well maintained at all times. It shall be painted in colours that are consistent with and enhance the surrounding area.
 - (g) Materials used on all Unipole should be non-polluting and fire resistant.
 - (h) Unipole in any form shall not obstruct any pedestrian movement (vertically and laterally), fire escape door or window openings.
 - (i) While installing the Unipole or during the License Period, the Licensee shall not cause any damage to any street furniture/ street pavement/ utilities etc. in any manner whatsoever.
 - (j) Road furniture such as official signs boards and delineator guideposts shall not be used as the supporting structures of Unipole. The name of the Licensee should be placed in a conspicuous position on the device.
 - (k) The electrical connections and components in all Unipoles shall be in accordance with relevant Indian Standards and designed to ensure there is no safety or traffic risk. A copy of the electrical contractor's test certificate shall be provided to the Authority and relevant department.
 - (l) No generator running on the diesel/ petrol/ kerosene or any biofuel, causing noise, air or water pollution would be allowed for providing power for illumination of any Unipole.
 - (m) Unipoles must not block, obstruct any traffic signage, navigation signage, way finder, facility signage, foot path, cycle track, bus stop or any other public utility spots. In case, any location given in this RFP is found to violate above condition, same shall be replaced with other suitable/ available location at the discretion of the Authority.

2.7 Road Safety Criteria

The permission criteria for installation of Unipoles are intended to ensure that a high level of safety for road users is maintained and traffic efficiency is assured. Any Unipole may be considered a traffic hazard:

- (a) If it interferes with road safety or traffic efficiency
- (b) If it interferes with effectiveness of a traffic control device (e.g. traffic light, stop or give way sign)
- (c) Distracts a driver at a critical time (ex. marking a decision at an intersection)
- (d) Obscures a driver's view of a road hazard (e.g. at corners or bend in road)
- (e) Gives instruction to traffic to stop, halt, or other (give way or merge)
- (f) Imitates a traffic control device
- (g) Is a dangerous obstruction to road or other infrastructure traffic pedestrians, cyclists or other road users
- (h) Is in an area where there are several devices and cumulative effect of those device may be potentially hazardous

- (i) If situated at locations where the demand on driver's concentration due to road conditions are high such as at major intersection, merging and diverging lanes and the Expressway.

The traffic hazard potential of any Unipole varies depending on its size, location, luminance and background. The hazard generally diminishes the further the device is away from the road.

2.8 Advertisement not permitted

- (a) No advertisement device shall be attached in any ways to trees or shrubs.
- (b) Video screen shall not be permitted.
- (c) Moving, rotating or variable message advertising devices shall not be permitted.
- (d) No overhead gantries shall be erected for advertising.
- (e) No posters shall be stuck on any walls or any other surface.
- (f) No banners shall be hung along the road medians.

2.9 Control of the physical characteristics of advertising devices

- (a) Advertising Devices shall not use shapes that could potentially result in an Advertising Devices being mistaken for an official traffic signal.
- (b) The Code of Practice of Road Sign IRC: 67-2001, by Indian Congress prescribes the basic design parameters of official traffic signs and includes standard legend/ background colour combinations.
- (c) Advertising shall not contain flashing red, blue or amber point light sources which when viewed from the road, could give the appearance of an emergency service or other special purpose vehicle warning lights.
- (d) All lightning associated with Advertising Device shall be directed solely on the Advertising Devices and its immediate surrounds.
- (e) External illumination sources shall be shielded to ensure that external 'spot' light sources are not directed at approaching motorist.
- (f) Illumination of Advertising Devices to be concealed or be integral part of it.
- (g) Upward pointing light of device shall not be allowed, any external lighting is to be downward pointing and focused directly on the sign to prevent any escape of light beyond the sign.
- (h) Any light source shall be shielded so that glare does not extend beyond the Advertising Device.
- (i) Non-static luminance Advertising Devices (flashing lights) is not permitted.
- (j) Moving, rotating or variable messages Advertising Devices is not permitted.

2.10 Other Terms and Conditions

- (a) The Authority reserves the right to increase or decrease the number of Unipoles during the License Period.
- (b) The Authority reserves the right to alter the specified locations for Unipoles due to onsite physical constraint/ any other reason.

- (c) Unipoles should be installed in such a way that no accident/ mishap occurs, yet if an accident/ mishap occurs then the Selected Bidder shall be responsible for the same.
- (d) The Selected Bidder/ Licensee should not transfer, assign, sub-license or dispose of the advertisement right granted to the Licensee or the installed Unipoles to any other sponsor or advertiser or third party.
- (e) The Selected Bidder shall not use the project site for any purpose other than the purposes of installation of Unipoles.
- (f) The equipment and advertisement panel boards shall, at all times, be erected, fixed and retained in all respect to the satisfaction and in accordance with the requirement prescribed by the Authority or their authorised representatives.
- (g) The Selected Bidder must comply with the list of restricted advertisements provided in Annexure 2 along with orders/ directives issued by various courts/ other competent authorities for advertisements. If the Selected Bidder is found displaying any restricted advertisement, a fine of INR 25,000 per advertisement per Unipole per day shall be imposed by the Authority. This will be in addition to any penalty levied by any of the concerned department for violation of rules. In the case of significant deficiencies in working causing adverse effect on the Project or on the reputation of the Authority, other penal action including termination of License and debaring for a specified period may also be initiated by the Authority.
- (h) The Selected Bidder shall refrain from advertising in any other locations within the IIE other than the identified/ allotted locations as per License Agreement. If the Authority becomes aware that the Selected Bidder has placed unauthorized advertisements without permission, the Authority reserves the right to terminate the Agreement and blacklist the Selected Bidder from participating in future tenders apart from levying penalty as deemed fit.
- (i) If in future, need arises to shift/ remove any installed Unipole due to traffic/ beautification work/ other reasons, then the Selected Bidder must shift/ remove the concerned Unipole within 3 days of written notice at its own cost and no compensation will be paid by the Authority on this account.
- (j) In the event of such shifting/ removal, the Selected Bidder may be permitted at the discretion of Authority to erect/ install the Unipoles on the alternative site, if available.
- (k) Security of all Unipoles is the responsibility of the Selected Bidder.
- (l) The Selected Bidder shall make all required arrangements of safety and security equipment's for workers employed/ deployed for advertisement related work on Unipoles at its own cost.
- (m) The Selected Bidder shall be responsible for any injury or damage caused to or suffered by any person or property arising out of or relating to the Unipoles and the consequential claim or claims shall be borne by the Selected Bidder who will also indemnify and safeguard the Authority in respect of any such claim or claims.
- (n) The Selected Bidder shall be solely responsible for removing any unauthorized posters, banners or advertisement kiosks placed on installed Unipoles. The Selected Bidder may also independently pursue legal action against such unauthorized advertisements.
- (o) The Authority shall not be liable to compensate the Selected Bidder for any damage to installed Unipoles or other infrastructure if such damage occurs due to public works or transportation activities carried out by any government department or by the Authority itself.

- (p) If the Unipoles gets damaged because of natural calamity/ riots/ fire/ accident etc or asked to be removed for any legal dispute, Authority under no circumstances will reimburse the Successful Bidder for such damage or removal.
- (q) The Selected Bidder shall adhere to the development control/ guidelines of State Industrial Development Authority (SIDA), SIIDCUL Outdoor Advertisement policy and all applicable guidelines including Indian Road Congress Guidelines/ National Highway Authority of India (NHA) regulations and any other regulations issued by any other Statutory Authorities applicable within the jurisdiction of IIEs SIIDCUL.

2.11 Encashment and appropriation of Security Deposit

The Authority shall have the right to invoke and appropriate the proceeds of the Security Deposit, in whole or in part, without notice to the Selected Bidder in the event of breach of terms and conditions stated in Bidding Documents/ License Agreement or for recovery of any damages/ penalties etc. Upon such encashment and appropriation of the Security Deposit, the Authority shall grant such time in its sole discretion to the Selected Bidder to replenish the said Security Deposit.

3. BID DOCUMENTS

3.1 Bidding Documents

3.1.1 The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents provided by the Authority pursuant to this RFP (collectively the "**Bidding Documents**"), as modified, altered, amended and clarified from time to time by the Authority, and all Bids shall be prepared and submitted in accordance with such terms on or before the Bid Due Date specified in NIT ("**Bid Due Date**").

3.1.2 This RFP comprises the Disclaimer set forth hereinabove and will additionally include any Addendum/ Corrigendum issued in accordance with Clause 4.10.

3.1.3 The Bidding Documents include:

- 1) Volume I: Request for Proposal
- 2) Volume II: Draft License Agreement

Subject to the provisions of Clause 3.1.2, the aforesaid documents and any Addenda issued subsequent to this RFP Document, but before the Bid Due Date, will be deemed to form part of the Bidding Documents.

3.1.4 The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of work/ services and obligations of the Bidder set forth in the Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the License to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by Authority.

3.1.5 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the License Agreement shall have overriding effect.

3.1.6 The Bidding Documents including this RFP and all attached documents are and shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of their 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 Authority will not return any Bid or any information provided along therewith.

3.1.7 The RFP is non-transferable.

3.1.8 The Financial Proposal (the "**Financial Bid**") should be submitted separately (as per Form 6) along with the Bid as per the provisions of Clause 5.2 to 5.4.

3.1.9 Any award of License pursuant to this RFP shall be subject to the terms of Bidding Documents.

3.2 Brief Description of Bidding Process

3.2.1 The Authority has adopted a **Single Stage Two Envelop** process (collectively referred to as the "**Bidding Process**") for selection of Bidder. Interested Bidders can submit their Bid/ Proposal (the "**Bids/ Proposal**") in accordance with the provisions of this RFP. Bids will be evaluated in two steps, Online bidding process consisting of submission of Technical Bid and a Financial Bid (both terms are defined hereafter) (the "**Bidding Process**") for selection of

the Bidder for award of the Project. The Bidding Documents in its entirety will be available for download from the website <https://www.uktenders.gov.in> ("e-Procurement Portal") from the date mentioned in the NIT.

To participate in the Bidding Process, the Bidder should complete all stages of registration, download the Bidding Documents from the e-Procurement Portal and final bid submission through the e-Procurement Portal. Bids which are submitted on the e-Procurement Portal alone will be accepted by the Authority. Bidders are advised to download the bidding document prior to the pre-bid meeting in order for bidders to have a good understanding of the scope of work under this contract for discussion and clarification at the pre-bid meeting. The Bidders are also advised to upload the Bid adequately before the specified time on the Bid Due Date to avoid any technical issues or malfunction in the network caused by heavy internet traffic on the Bid Due Date. The Authority shall not be responsible for any failure, malfunction or breakdown of the e-Procurement Portal during the Bidding Process, or for any sort of delay or difficulties faced during submission of the Bid on the e-Procurement Portal. Bidders are required to obtain digital signature to upload the Technical and Financial bid. The detailed procedure is stipulated in Clause 5.4.

The Bidder shall pay to the Authority a non-refundable fee as specified in Datasheet, as the cost of downloading the Bidding Documents ("**Document Fee**"). The payment shall be made in the account details specified in Data Sheet.

Further, a scanned attested copy of the receipt of payment of the Document Fees shall be uploaded by the Bidder along with its Technical Bid on the e-Procurement Portal.

- 3.2.2 The Bidder shall submit the Bid for the Project as specified in Section 6 – Formats for Submission.
- 3.2.3 Bidders are required to submit Technical Bid and Financial Bid as described in Clause 5 to be submitted as per the prescribed formats in this RFP, sufficient for consideration.
- 3.2.4 The Financial Proposal (the "**Financial Bid**") should be submitted separately for the Project per the provisions of Clause 5.2 to 5.4 and shall not be part of the Technical Bid and shall be submitted online only. Eligibility and qualification of the Bidder will be first examined based on the details submitted ("**Technical Bid**") with respect to eligibility and qualifications criteria prescribed in this RFP. The Financial Bid submitted online ("**Financial Bid**") of only those Bidders whose Technical Bids are substantially responsive to eligibility and qualifications requirements as per this RFP shall be opened.
- 3.2.5 The Request for Proposal (RFP) document for the selection of Bidder can be downloaded from e-procurement website <https://www.uktenders.gov.in>. Authority reserves full right to change the terms and conditions in the RFP and scope herein and/ or terminate the RFP process at any stage without assigning any reasons and without any prior notice and no claim of any nature from anyone in this regard shall be entertained.
- 3.2.6 Interested Bidders are being called upon to submit their Bid in accordance with the terms specified in this Bidding Document. The Bid shall be valid for a period of not less than 180 days from the Bid Due Date as specified in Data Sheet for submission of Bids (the "**Bid Validity Period**"). The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.
- 3.2.7 A Bidder is required to deposit, along with its Bid, a Bid Security as indicated in Data Sheet (the "**Bid Security**"), refundable not later than 180 days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Security Deposit under the License Agreement. The Bidder has to provide the Bid Security in the form as specified in the Data Sheet. The validity period of the Bid Security shall be 180 days from

the Bid Due Date and may be extended as may mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected, if it is not accompanied by the Bid Security. It is hereby instructed that the Bidders are to submit a scanned copy of the Bid Security along with the soft copy submission of the Technical Bid on the e-Procurement Portal.

- 3.2.8 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 3.2.9 The Selected Bidder shall be the Bidder who quotes the highest “**License Fee/ sq. ft. of Display Area/ annum**”, payable to the Authority in lieu of rights for displaying Outdoor Advertisement in Integrated Industrial Estate (IIE), Haridwar, Uttarakhand, more than the Minimum Upset Price of Annual License Fee as indicated in the Proposal Data Sheet.

3.3 Schedule of Bidding process

Please refer to the Notice Inviting Tender (NIT) attached in the RFP.

4. INSTRUCTIONS TO BIDDERS

4.1 General Terms of Bidding

- 4.1.1 Detailed description of the project and other requirements are specified in this RFP. In case a Bidder possesses the requisite experience and capabilities required for undertaking the project, it may participate in the Selection Process individually (the "**Sole Firm**") in response to this invitation. **No consortium/ joint venture/ association is allowed to participate under this RFP.** The term Bidder/ Applicant (the "**Bidder/ Applicant**") means the Sole Firm. The way the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- 4.1.2 Bidders are advised that the selection of Bidder or Licensee shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.
- 4.1.3 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the Bid Due Date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- 4.1.4 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft License Agreement shall have an overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the License Agreement.

4.2 Conflict of Interest

- 4.2.1 A Bidder shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security or Security Deposit, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:
- i. the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of not more than 25% (twenty five percent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate is not more than 25% (twenty five percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act 2013. For the purposes of this Clause 4.2.1 (i), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such

controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (b) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- ii. a constituent of such Bidder is also a constituent of another Bidder; or
- iii. such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- iv. such Bidder has the same legal representative for purposes of this proposal as any other Bidder; or
- v. such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other’s information about, or to influence the Bid of either or each other; or
- vi. such Bidder, or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

For purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law. For avoidance of doubt, the experience of Associate shall not be considered.

- 4.2.2 A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the License Agreement. In the event any such adviser is engaged by the Selected Bidder or Licensee, as the case may be, after issue of the LOA or execution of the License Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the License Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Security Deposit, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the License Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Licensee for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFP for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 2 (two) years from the date of signing of Agreement for the Project.

- 4.2.3 Provided that, in case the Authority seeks information/ clarification from a Bidder related to occurrence/ non-occurrence of Conflict of Interest and the Bidders fails to provide such information within a reasonable time, the Authority shall disqualify the Bidders and encash the Bid Security and further debar it from participation in any future procurement process for a minimum period of 1 (one) year.

4.3 Eligibility and qualification requirement of Bidder

- 4.3.1 The interested Bidders are required to satisfy all the following criteria as Minimum Eligibility Criteria to qualify for the opening of the Financial Bids being submitted:

(a) Technical Capacity: For demonstrating technical capacity and experience (the “**Technical Capacity**”), the Bidders shall fulfil the following:

1. The Bidders participating in the selection process may either be:
 - Company registered under Company’s Act 1956/ 2013, or;
 - Limited Liability Partnership registered under The Limited Liability Partnership Act, 2008 or partnership firm registered as per Indian Partnership Act 1932, or;
 - Sole Proprietorship.

Documentary Evidence:

- *Proof of incorporation/ registration must be enclosed with Technical Proposal.*
 - *Submit the certificate of incorporation, Memorandum of Association (MoA) and Articles of Association (AoA), in case the Bidder is a Company.*
 - *A certified copy of the partnership deed and current address of all the partners of the firm, in case the Bidder is a partnership firm.*
2. The Bidders must have a valid PAN, GST and Income-tax return filing documents in India (*copy of registration and return filing must be enclosed with Technical Proposal*).
 3. (i) The Bidder should have experience of Outdoor Advertisement related work with any Government/ Semi-Government/ Government undertaking agency during the last 5 (five) years from the date of publishing of this RFP.
 3. (ii) The Bidder should have experience of managing Outdoor Advertisement work for at least 10 Unipoles or 100 pole kiosks for 1 (one) complete year during the last 5 (five) years from the date of publishing of this RFP.

Documentary Evidence: *Provide documentary evidence from the client like copy of work order/ Letter of award/ copy of agreement signed/ completion certificate issued by the employer/ Authority and other relevant documents to substantiate fulfilment of required Technical Capacity.*

(b) Financial Capacity: For demonstrating financial capacity (the “**Financial Capacity**”), the Bidder should fulfil the following:

1. **Average Annual Turnover:** The Bidder should have an Average Annual Turnover of not less than INR 5,00,000.0 (INR Five Lakhs only) during the past 3 (three) financial years (i.e., FY 2021-22, FY 2022-23, FY 2023-24) from its Advertisement related business.
2. **Net Worth:** The Bidder should have a Positive Net Worth as on 31st March 2024.

Documentary Evidence: The Bidder shall enclose with its Proposal, certificate(s) from its Statutory Auditors with valid UDIN stating its Annual Turnover and Net Worth. The Bidder shall also submit audited annual reports i.e. ITR, Balance Sheet, P&L etc. for last 3 Financial Years (FY 23-24, FY22-23 and FY21-22) duly certified by its Statutory Auditor with valid UDIN. In the event that the Bidder does not have a Statutory Auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Bidder.

Those Bidders who qualify the above-mentioned qualification criteria would only be eligible for opening of the Financial Proposals.

4.4 Change in Ownership

- 4.4.1 By submitting the Bid, the Bidder shall be deemed to have acknowledged the terms and conditions mentioned in this RFP and Bidding Documents.
- 4.4.2 By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of the bidding entity, the Bidder shall inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LoA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Agreement but prior to completion of 1 (one) year of the License Period, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed to be a breach thereof, and the Agreement shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Bidder. In such an event, notwithstanding anything to the contrary contained in the Agreement, the Authority shall forfeit, invoke and appropriate the Bid Security or Security Deposit without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 4.4.3 A Bidder should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder.

4.5 Cost of Bidding

- 4.5.1 The Bidder shall be responsible for all of the costs associated with the preparation and submission of the Bid and Bidder's participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

4.6 Bid Security/ Earnest Money Deposit (EMD)

- 4.6.1 The Bidder shall deposit a Bid Security/ EMD equivalent of amount as mentioned in the Data Sheet in accordance with the provisions of this RFP. The Authority shall not be liable to pay any interest on the Bid Security so made and the same shall be interest free.
- 4.6.2 The Bid Security shall be paid through online transfer via RTGS/ NEFT.
- 4.6.3 Any Bid not accompanied by an acceptable Bid Security, shall be rejected by the Authority as non-responsive.
- 4.6.4 The Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when

the Bidding process is cancelled by the Authority, and in any case within 180 (one hundred and eighty) days from the Bid Due Date.

- 4.6.5 The Bid Security of the Selected Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Security Deposit in accordance with the provisions thereof.
- 4.6.6 The Bid Security will be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under this RFP, or otherwise:
- a) if the Bidder withdraws the Bid after its submission during the period of Bid validity or extended Bid validity;
 - b) in the case of a Selected Bidder, if the Bidder fails within the specified time limit to:
 - (i) accept the LoA; and/or
 - (ii) furnish the required Security Deposit; and/or
 - (iii) sign the Agreement.
 - c) If the Applicant is found to have a Conflict of Interest as specified in Clause 4.2.
 - d) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause (iv) of this RFP

4.7 Site visit and verification of information

- 4.7.1 Bidders are encouraged to submit their respective Proposals after visiting the office of the Authority and ascertaining for themselves the availability of documents and other data with the Authority, making an on-the-spot assessment of the specified locations for Outdoor Advertisement and the conditions prevailing thereof, the surroundings, market assessment and all other parameters and issues related to the project including applicable Laws and regulations, and any other matter considered relevant by them.
- 4.7.2 Prospective Bidders may visit the project site on their own and review the available data with the Authority at any time prior to PDD. For this purpose, they will provide at least 2 (two) days' notice to the Authority.

4.8 Acknowledgement

- 4.8.1 It shall be deemed that by submitting a Bid, the Bidder has:
- a) made a complete and careful examination of the Bidding Documents;
 - b) received all relevant information requested from the Authority;
 - c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 4.7 above;
 - d) satisfied itself about all matters, things and information including matters referred to in Clause 4.7 hereinabove necessary and required for submitting an informed Bid, execution of the project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
 - e) made a complete and careful examination of various aspect relating to the project including but not limited to:
 - i. specified locations for Unipoles;

- ii. visibility for Unipoles and open spaces around the specified locations;
 - iii. the condition of the access road and availability of utilities in the vicinity;
 - iv. conditions affecting traffic and transportation;
 - v. Clearances obtained by the Authority, if any required; and
 - vi. all other matters that might affect the Bidder's performance under the terms of this RFP document.
- f) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 4.7.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Agreement by the Bidder;
- g) acknowledged that it does not have a Conflict of Interest; and
- h) agreed to be bound by the undertakings provided by it under and in terms hereof.
- 4.8.2 The Authority shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

4.9 Right to accept and to reject any or all Bids

- 4.9.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 4.9.2 The Authority reserves the right to reject any Bid and appropriate the Bid Security if:
- a) at any time, a material misrepresentation is made or uncovered, or
 - b) the Bidder does not provide, within the time specified by the Authority, supplemental information sought by the Authority, and
 - c) Such misrepresentation/ improper response shall lead to the disqualification of the Bidder.
- 4.9.3 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, including the License thereby granted by the Authority, that one or more of the prequalification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Licensee either by issue of the LoA or entering into of the Agreement, and if the Bidder has already been issued the LoA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder or Licensee, as the case may be. In such an event, the Authority shall forfeit, invoke and appropriate the Bid Security or Security Deposit without prejudice to any other right or remedy that may be available to the Authority.

4.9.4 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents. Failure of the Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

4.10 Clarifications

4.10.1 Bidders requiring any clarification on the RFP/ Bidding Documents may send their queries to the Authority in writing by speed post/ courier or by e-mail so as to reach before the Pre-Bid meeting date and time mentioned in the Schedule of Bidding Process (Key Dates).

4.10.2 The Authority shall endeavour to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Bid Due Date. The Authority will post the reply to all such queries on the Official Website without identifying the source of queries.

4.10.3 The Authority reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause 4.10 shall be construed as obliging the Authority to respond to any query or to provide any clarification and under such conditions the provision under RFP/ Bidding Documents shall prevail.

4.11 Pre-Bid Meeting

4.11.1 Pre-Bid meeting will be held on the date, time and place indicated in the NIT (Schedule of bidding process/ Key Dates) of this document. Attendance of the Bidders at the Pre-Bid meeting is not mandatory, but it is highly recommended to attend for understanding the provisions of RFP and Selection Process. Interested Bidders are requested to submit the queries/ suggestions/ comments as per following format through MS Word file:

Page No.	Clause No.	Content of RFP requiring clarification	Queries/ Suggestions/ Comments

4.11.2 During the course of Pre-Bid meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process. The Authority will upload the Reply to Queries/ Addendum/ Corrigendum, if any, on e-procurement portal <https://www.uktenders.gov.in> and/ or departmental website i.e. <https://siidcul.com>. Bidders are advised to regularly check the e-procurement portal and/ or departmental website and the Authority will not be responsible for any ignorance of the Bidder in this regard.

4.12 Amendment of the RFP

4.12.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Bidder, modify the RFP/ Bidding document by the issuance of Addendum/ Corrigendum and posting it on the Official Website <https://www.uktenders.gov.in> and/ or departmental website i.e. <https://siidcul.com>.

4.12.2 The revised RFP/ Bidding document with such Addendum/ Corrigendum will be binding on all Bidders.

- 4.12.3 In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

5. PREPARATION AND SUBMISSION OF BIDS

5.1 Language

5.1.1 The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

5.2 Format and Signing of Bid

5.2.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects.

5.2.2 The Bidders shall prepare electronic copies of the technical and financial e-bid/ Proposals separately.

5.2.3 The Bid shall be typed in indelible ink and signed by the Authorised signatory of the Bidder who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid. The Bid shall contain page numbers.

5.2.4 The Bid must be properly signed by the authorised signatory (the “**Authorised Signatory**”) as detailed below:

- a) by the proprietor, in case of a proprietary firm; or
- b) by a partner, in case of a partnership firm and/ or a limited liability partnership; or
- c) by a duly authorised person holding the Power of Attorney, in case of a Limited Company.

A copy of the Power of Attorney certified by a notary public in the form specified in Form 3 shall accompany the Bid.

5.3 Sealing and Marking of Bids

5.3.1 The bid comprising eligibility documents and financial proposal have to be submitted online as per Clause 5.4.

5.3.2 Bidder’s proposal shall consist of following documents as mentioned below:

Online submission	Technical Proposal (Eligibility Documents) RFP Title: “Selection of Agency to grant rights for displaying Outdoor Advertisement in Integrated Industrial Estate (IIE), Haridwar, Uttarakhand” Name of Bidder: Enclosures: Forms specified in Section 6 (Formats for submission), all required documents as per RFP and signed Draft License Agreement acknowledging acceptance by the Bidder for the conditions mentioned in Draft License Agreement and copy of RFP document along with Amendment/s, Corrigendum/s to RFP, if any.
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Online submission	Financial Proposal RFP Title: "Selection of Agency to grant rights for displaying Outdoor Advertisement in Integrated Industrial Estate (IIE), Haridwar, Uttarakhand" Name of Bidder: Enclosures: As per BOQ format (online excel) provided in the portal for this RFP.
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5.4 Submission of e-bid/ Proposal

- 5.4.1 The proposal documents shall be published online on the e-Government Procurement System (e-GPS) portal i.e. <http://www.uktenders.gov.in> and will be available from the date and time as mentioned in the Schedule of bidding process (Key Dates).
- 5.4.2 All the interested Bidders are required to register on e-GPS portal i.e. <http://www.uktenders.gov.in> which is free of cost.
- 5.4.3 The Bidder is also required to obtain Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities (CA). Digital Signature is mandatory to participate in the e-tendering. More information on how to obtain a DSC and also its use is available under the link "Information about DSC" on the e-GPS portal. Bidders already possessing the digital signature issued from authorized CAs can use the same in these tenders.
- 5.4.4 Proposals shall be submitted online on the same e-GPS portal i.e. <http://www.uktenders.gov.in> after signing them electronically using a Digital Signature Certificate (DSC) within the stipulated time as mentioned in Schedule of bidding process (Key Dates) and as listed in Clause 5.3. The electronic bidding system would not allow any late submission of proposals.
- 5.4.5 Proposals will be opened in the office of the Authority by the designated Tender Opening Committee in the presence of intending Bidders or their authorized representatives on the date and time as mentioned in Schedule of bidding process (Key Dates). If the office happens to be closed on the date of opening of the Proposals as specified, the proposals will be opened on the next working day at the same time.
- 5.4.6 The proposals shall remain valid for a period not less than 180 days from deadline date of proposal submission.
- 5.4.7 Bidders are advised to visit the project site before quoting their rates. Once the proposals are accepted, no claim whatsoever will be acceptable.
- 5.4.8 A Pre-Bid meeting to clarify the issues regarding the tender is proposed to be held in the Office of Authority on date & time as stipulated in Schedule of bidding process (Key Dates).
- 5.4.9 Other Terms and Conditions of bidding contained in proposal documents can be seen on the e-GPS portal i.e. <http://www.uktenders.gov.in> or in the Office of the Authority.
- 5.4.10 Authority shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the Bidders of any proposal updates, the Authority shall not be liable for any information not received by the Bidder. It is the Bidder's responsibility to verify the website for the latest information related to this RFP.

5.5 Deadline for submission

- 5.5.1 E-bid/ Proposal (technical and financial) must be submitted by the Bidder at e-procurement website <http://www.uktenders.gov.in> no later than the date and time specified in the Schedule of bidding process (Key Dates). Authority may, at its discretion, extend this

deadline for submission of Proposal by amending the RFP document, in which case all rights and obligations of Authority and Bidders previously subject to the deadline will thereafter be subject to the deadline, as extended.

5.6 Late submission

5.6.1 The server time indicated in the bid management window on the e-procurement website <http://www.uktenders.gov.in> will be the time by which the e-bid/ Proposal submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-bid/ Proposal submission date and time is over, the Bidder cannot submit their e-bid/ Proposal. Bidder has to start the bid submission well in advance so that the submission process passes off smoothly. The Bidder will only be held responsible if its e-bid/ Proposal is not submitted in time due to any of their problems/ faults, for whatsoever reason, during the e-bid/ Proposal submission process.

5.7 Modification/ substitution/ withdrawal of Proposals

5.7.1 The Bidder may modify, substitute or withdraw its Proposal after submission prior to Bid Due Date. No Proposal shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

5.7.2 Any alteration/ modification in the Proposal or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

5.8 Proposal opening and evaluation

5.8.1 The proposals would be evaluated by a Bid Evaluation Committee constituted by the Authority. To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

5.8.2 If a Bidder does not provide clarifications sought under Clause 5.8.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

5.8.3 The Authority shall endeavor to open the Technical Proposals on the date, time and place as specified in the NIT (Schedule of bidding process/ Key Dates) and in the presence of the Bidders who choose to attend.

5.9 Evaluation of Bids

5.9.1 The proposals shall be evaluated according to eligibility criteria and financial proposal of eligible Bidder/s. A two-stage procedure will be adopted in evaluating the proposal.

5.9.2 In the first stage – Test of Responsiveness will be examined as to whether:

- (i) The Bid is accompanied by proof/ receipt of payment of Document Fee and Bid Security payment;

- (ii) The documents are properly signed by the authorized signatories and the proposal contains Power of Attorney as per the prescribed format in RFP;
- (iii) The Bid is received on or before the PDD including any extension thereof;
- (iv) It contains all the information (complete in all respects) as requested in the RFP;
- (v) It does not contain any condition or qualification; and
- (vi) The Bid is received in the form specified in RFP.

In case answers to any of the above items is 'No', the bid shall be declared as non-responsive and shall not be evaluated further.

Technical Evaluation of the Bids

During this stage, Authority shall determine whether each Bid is in compliance with the requirements of the RFP. A Bid shall be considered to be in compliance with the requirement of the RFP only if:

- (i) The Bidder satisfies the Eligibility Criteria, as set forth in Clause 4.3 for both Technical Capacity and Financial Capacity.
- (ii) The proposal contains all Eligibility documents with required enclosures as per Clause 4.3 and Clause 5.3.

5.9.3 Eligibility documents for meeting the Technical Capacity and Enclosure of Bids should not include the Financial Proposal. **In case the Financial Proposal is included in Technical Proposal (eligibility documents), the proposals of such Bidder shall be declared non-responsive and shall stand cancelled.**

5.9.4 In the second stage, Financial Bids of the Bidders who qualifies the Technical evaluation shall be opened. The Financial Bid shall be opened in the presence of the representatives of the qualified Bidders, who choose to attend. Technically qualified Bidders will be informed regarding, venue, date and time of the Financial Bid opening.

- a) The Financial Proposal should contain the Financial Bid for the Project. For avoidance of doubt, the Bidder shall quote the **"License Fee/ sq. ft. of Display Area/ annum"** payable to the Authority, more than the Minimum Upset Price of License Fee as indicated in the Proposal Data Sheet.
- b) In the case that the Authority receives only one Bid for the Project, it is at the discretion of the Authority to accept or reject it.

5.9.5 The "License Fee/ sq. ft. of Display Area/ annum" payable by the Bidder to the Authority, more than the Minimum Upset Price as indicated in the Proposal Data Sheet, shall constitute the sole criteria for evaluation of Financial Bids. The Project shall be awarded to the Bidder quoting the highest "License Fee/ sq. ft. of Display Area/ annum" payable to the Authority (H1 Bidder) subject to the approval of the Authority and the following conditions:

- (i) Authority reserves the rights to accept or reject any or all the bids.
- (ii) Bidders are allowed to submit only one proposal for this RFP.
- (iii) Bidder with highest financial quote (License Fee/ sq. ft. of Display Area/ annum), more than the Minimum Upset Price as indicated in the Proposal Data Sheet, shall be identified as Selected Bidder subject to the approval of Authority.
- (iv) No request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of proposal already submitted by the Bidder.

- 5.9.6 In the event that the H1 Bidder withdraws or is not selected for any reason in the first instance (the “first round of bidding”), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid H1 Bidder (the “second round of bidding”). If in the second round of bidding, only one Bidder matches the H1 Bidder, it shall be the Selected Bidder. If two or more Bidders match the said H1 Bidder in the second round of bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the second and third highest Bidders in the first round of bidding offer to match the said H1 Bidder in the second round of bidding, the said second Highest Bidder shall be the Selected Bidder.
- 5.9.7 In the event that no Bidder offers to match the H1 Bidder in the second round of bidding as specified in Clause 5.9.6, the Authority may, in its discretion, invite fresh Bids (the “third round of bidding”) from all Bidders except the Highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are higher than the Bid of the second highest Bidder in the first round of bidding.
- 5.9.8 In the event that, the assessed Financial Bid of two or more Bidders is the same (the “**Tie Bid**”), the Authority shall identify Selected Bidder as Bidder with the highest Net Worth as specified in Clause 4.3.1.

5.10 Contacts during Bid Evaluation

- 5.10.1 Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of LoA/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

5.11 Award and Signing of License Agreement

- 5.11.1 Post evaluation of bids and selection of the Selected Bidder, the Authority shall notify the Selected Bidder through Letter of Award (LoA). The Selected Bidder shall, within 7 (seven) days of the receipt of LoA, confirm their acceptance. In the event the acceptance of the LoA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, cancel the LoA at the sole discretion of the Authority.
- 5.11.2 The Selected Bidder shall submit the required Security Deposit and execute the License Agreement within 15 (fifteen) working days from the date of issuance of LoA or as prescribed by the Authority. The Agreement shall be signed only after receipt of Security Deposit by the Authority. Failure of the Selected Bidder to submit Security Deposit and execute the License Agreement within the specified period shall clear enough grounds for the Authority for the annulment of the LoA issued and forfeiture of the Bid Security.
- 5.11.3 The Selected Bidder/ Licensee shall bear all the cost (stamp duties etc) required for the execution of License Agreement in pursuance of this Bid.
- 5.11.4 The Licensee shall indemnify Authority/ Licensor from all claims that may arise from the statutory authorities in connection with the License Agreement.

5.11.5 Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- suspend and/ or cancel the Bidding/ Selection/ License Process and to amend and/ or supplement the Bidding/ Selection/ License Process or modify the dates or other terms and conditions relating thereto; consult with any Bidder in order to receive clarification or further information.
- Retain any information and/ or evidence submitted to Authority by, on behalf of, and/ or in relation to any Bidder; and/ or 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.

5.12 Payment to be made by the Selected Bidder

5.12.1 License Fee

- (i) The Licensee shall pay the quoted License Fee/ sq. ft. of Display Area/ annum plus applicable GST, throughout the License Period, which shall be escalated at the rate of 10% after completion of License Period i.e. 2 (two) years.
- (ii) The quoted License Fee shall be paid on annual basis, throughout the License period.
- (iii) For the first year, the first annual instalment shall be paid on or before the date of signing of License Agreement. Subsequent annual instalments shall be paid in advance for all successive years before completion of each year of License Period.
- (iv) In case, License Fee is not paid within the due dates every year, the same shall carry interest @18% from the due date till such License Fee is received by the Licensor. At the discretion of the Licensor, such amount in default, can be recovered from the Licensee Security Deposit.
- (v) In the event that the Authority increases the number/ size/ display sides etc of Unipoles which leads to increase in advertisement display area, then the corresponding License Fee shall be charged accordingly and shall be paid in advance prior to the issuance of advertisement rights for such additional area. However, the License period shall not be extended in any such case.

5.13 Fraud and Corruption

5.13.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LoA and during the subsistence of the License Agreement. Notwithstanding anything to the contrary contained herein, or in the LoA or the License Agreement, the Authority shall reject a Proposal, withdraw the LoA, or terminate the License Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Licensee, as the case may be, if it determines that the Bidder or Licensee, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Bidding Process. In such an event, the Authority shall forfeit and appropriate the Bid Security or Security Deposit, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

5.13.2 Without prejudice to the rights of the Authority under Clause 5.13.1 and the rights and remedies which the Authority may have under the LoA or the License Agreement, if a Bidder or Licensee, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LoA or the execution of the License Agreement, such Bidder or Licensee shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Licensee, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

5.13.3 For the purpose of this RFP, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LoA or has dealt with matters concerning the License Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LoA or after the execution of the License Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the License Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
- b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5.14 Confidentiality

5.14.1 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 the Authority in relation to or matters arising out of or concerning the Bidding Process.

5.14.2 The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority 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 the Authority.

5.15 Correspondence with the Bidder

5.15.1 The Authority shall not entertain any correspondence from any Bidder in relation to acceptance or rejection of any Bid.

5.16 Other Conditions

5.16.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the local Courts at Haridwar/ Dehradun and Uttarakhand High Court at Nainital shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

5.16.2 The Authority, 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 the Authority 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.

5.16.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, 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 herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

5.16.4 MD, SIIDCUL reserves the right to amend, modify, substitute, delete, alter etc. any of the provisions of RFP/ Agreement, before, during, and after Agreement signing in the public/ administrative/ work interest.

6. FORMATS FOR SUBMISSION

Form 1 - Letter Comprising the Bid

(On Bidder's letter head)

Dated:

To,

The Managing Director
State Infrastructure & Industrial Development Corporation of Uttarakhand Limited (SIIDCUL)
29, IIE (IT PARK), Sahastradhara Road,
Dehradun - 248001, Uttarakhand (India)

Subject: RFP for Selection of Agency to grant rights for displaying Outdoor Advertisement in Integrated Industrial Estate (IIE), Haridwar, Uttarakhand

Dear Sir,

1. With reference to your RFP document dated _____, I/ we, having examined the Bidding Documents and understood their contents, hereby submit my/ our Bid for the stated subject project.
2. The Bid is unconditional and unqualified.
3. All information provided in the Bid and the documents accompanying such bid is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
4. This statement is made for the express purpose of qualifying as a Bidder for the aforesaid proposal.
5. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
6. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
7. We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
8. I/ We declare that:
 - I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority;
 - I/ We do not have any conflict of interest in accordance with the Clauses of the RFP document;
 - 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 defined in Clause (iv) of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

- I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause (iv) of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
9. I/ We understand that the Authority may cancel the Bidding Process at any time and that the Authority is neither bound to accept any Bid that they may receive nor to select the Bidder, without incurring any liability to the Bidders.
 10. I/ We believe that we satisfy the eligibility and qualification requirement (Technical and Financial capacity) and meet the requirements as specified in the RFP document and are/ is qualified to submit a Bid in accordance with the RFP document.
 11. I/ We declare that we are/is not submitting a Bid with any other Bidder.
 12. I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
 13. I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or any of our members.
 14. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Principal or any of our Directors/ Partners.
 15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
 16. I/ We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
 17. In the event of my/ our firm being declared as the Selected Bidder, I/We agree to enter into an Agreement in accordance with the draft that has been provided to me/ us. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
 18. I/ We have studied all the Bidding Documents carefully and also surveyed the Project Site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Project.
 19. The Financial Bid has been quoted by me/ us after taking into consideration all the terms and conditions stated in the RFP, our own estimates of costs/ revenue and after a careful assessment of the Project and all the conditions that may affect the Bid.
 20. I/ We offer an Earnest Money Deposit (EMD)/ Bid Security of amount as stated in Proposal Data Sheet, to the Authority in accordance with the RFP Document.
 21. 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 Project is not awarded to me/ us or our Bid is not opened.
 22. I/ We agree to keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.

23. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

In witness thereof, I/ we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

(Signature of the authorised signatory)

(Name and designation of the Authorised signatory)

Name and seal of Bidder Firm

Form 2 - Bidder's Information

(On Bidder's letter head)

S. No.	Particulars	Details
1.	Basic Information of Bidder	
a)	Name of the Entity	
b)	Legal Status	
c)	Country of incorporation	
d)	Date of incorporation and/ or commencement of business	
e)	Address of the corporate headquarters and its branch office(s), if any, in India	
f)	Ownership of the Entity (List of stakeholders/ members who own 10% or more stocks & their interest in the company	1) 2) 3)
g)	List of current proprietor/ partners/ directors etc	
f)	Other key management personnel	
2.	Brief description of the Entity including details of its main lines of business	
3.	Details of individual (s) who will serve as the point of contact/ communication within the Entity: (a) Name (b) Designation (c) Address (d) Telephone Number (e) E-Mail Address	
4	GST registration details	
5	PAN	

Note:

Attach copy of Certificate of Incorporation, Memorandum of Association (MoA), Articles of Association (AoA), Partnership Deed, GST Certificate, PAN etc.

Yours faithfully,

(Signature of the authorised signatory)

(Name and designation of the Authorised signatory)

Name and seal of Bidder Firm

Form 3 - Format for Power of Attorney for signing of Bid

*The Power of Attorney has to be executed on non-judicial Stamp paper of Rs. 100/- and duly
notarised*

Power of Attorney

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. /Ms _____ (Name), son/ daughter/ wife of _____ and presently residing at _____, who is presently employed with our firm and holding the position of _____, as our true and lawful attorney (hereinafter referred to as the "**Attorney**") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the project of "**RFP for Selection of Agency to grant rights for displaying Outdoor Advertisement in Integrated Industrial Estate (IIE), Haridwar, Uttarakhand**" proposed by SIIDCUL (the "**Authority**") including but not limited to signing and submission of all Bids and other documents and writings, participate in Bidders' and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into of the Agreement with the Authority.

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

IN WITNESS WHEREOF WE, _____, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 20____.

For _____

(Signature)

Witnesses:

(Name, Title and Address)

- 1.
- 2.

Accepted [Notarised]

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.*

Form 4 - Financial Capacity of the Bidder

(Refer Clause 4.3.1 (b) of the RFP)
(To be Statutory Auditor/ CA certified)

(In INR Lakhs)

Financial Year	2021-22	2022-23	2023-24	Average
Annual Turnover [§]				
Net Worth (as on 31 st March 2024)				

Certificate from the Statutory Auditor/ Chartered Accountant

We, in our capacity as the Statutory Auditor/ Chartered Accountant for (name of Bidder) certify that above details are correct.

Date: (Signature, name and designation of the authorised signatory)
UDIN: Name and seal of the audit firm:

[§] Annual Turnover should be from Advertisement related Business.

^{§§} In case the Bidder does not have a statutory auditor, it shall provide the certificate from its Chartered Accountant that ordinarily audits the annual accounts of the Bidder.

Note:

1. The Bidder should provide the Financial Capacity based on its own financial statements. Financial Capacity of the Bidder's parent agency/ firm or its subsidiary or any associate agency/ firm will not be considered for computation of the Financial Capacity of the Bidder.
2. Attach Copy of Audited Financial Statements i.e. ITR, Balance Sheet, P&L etc for last 3 (three) Financial years (FY23-24, FY22-23 and FY21-22) certified by its Statutory Auditor with valid UDIN.
3. Details of Calculation of Net Worth along with Auditors Certificate have to be enclosed.
4. "Net Worth" shall be calculated as below:
 - Net worth (the "Net Worth") shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.

Form 5 - Technical Capacity of the Bidder

(Refer Clause 4.3.1 (a) of the RFP)

(On Bidder's letter head)

- 3 (i)** The Bidder should have experience of Outdoor Advertisement related work with any Government/ Semi-Government/ Government undertaking agency during the last 5 (five) years from the date of publishing of this RFP.

S. No.	Project Name and detail	Name of Client	Activities Performed	Project Duration (To - From)
1				
2				
3				

AND

- 3 (ii)** The Bidder should have experience of managing Outdoor Advertisement work for at least 10 Unipoles or 100 pole kiosks for 1 (one) complete year during the last 5 (five) years from the date of publishing of this RFP.

S. No.	Project Name and detail	Name of Client	No. of Unipoles/ Pole Kiosks	Activities Performed	Project Duration (From – To)
1					
2					
3					

Yours faithfully,

(Signature of the authorised signatory)

(Name and designation of the Authorised signatory)

Name and seal of Bidder Firm

Note:

1. The Bidder should provide details of only those assignments that have been undertaken by it under its own name.
2. Provide documentary evidence from the client like copy of work order/ Letter of award/ copy of agreement signed/ completion certificate issued by the employer/ Authority and other relevant documents to substantiate fulfilment of required Technical Capacity.
3. The experience shall not be considered for evaluation if such requisite support documents are not provided with the Proposal.
4. The Authority reserves the right to ask for further documentary proof to substantiate Technical Capacity.

Form 6 - Affidavit

(On not less than Rs. 100/- stamp paper, notarized)

I / We, who is/ are Authorized to sign and submit the proposal against your tender [title and reference number of the Request for proposal] do hereby undertake as follows:

- i. all the statements, documents, testimonials, certificates, etc., uploaded are genuine and the contents thereof are true,
- ii. any of our employee, personnel, representatives, sub-consultants, service providers, sub-service providers and/ or their employees will not directly or indirectly, engage in any activity that may intervene, interfere and/ or influence the procurement process at any stage,
- iii. indemnify and compensate the Authority from any penalties and costs that may be incurred due to lapse/s on our part including incorrect/ misrepresented/ forged documents or statements,
- iv. our firm/ company, M/s. and our Principal M/s. are not blacklisted by any ministry/ department/ undertaking of Government of India, any State government and/ or any Union territory administration in India in the last 5 years.

If we are found contravening this undertaking even after award of contract in our favour or anyone else, we accept disciplinary action by the Authority including rejection of our proposal, annulment of contract and blacklisting.

Authorized signatory for the Bidder

Signed: _____
Name: _____
Designation: _____
Date: _____

(Notarized)

(Name, Title and Address of the Attorney)

Accepted

.....

(Signature)

Witnesses:

1.
2.

Duly Authorized to sign this Authorization on behalf of: [insert complete name of Bidder]

Form 7 - Financial Bid

Indicative - To be Submitted Online Only (Not to be submitted with Technical Proposal)

(To be filled and submitted in the online excel downloaded from the e-portal)

Dated:

To,

The Managing Director

State Infrastructure & Industrial Development Corporation of Uttarakhand Limited (SIIDCUL)

29, IIE (IT PARK), Sahastradhara Road,

Dehradun - 248001, Uttarakhand (India)

Subject: RFP for Selection of Agency to grant rights for displaying Outdoor Advertisement in Integrated Industrial Estate (IIE), Haridwar, Uttarakhand

Sir/ Madam

Being duly authorised to represent and act on behalf of _____ (name of the Bidder) and having reviewed and fully understood all the requirements of Bid submission provided vide the RFP document dated pertaining to **RFP for Selection of Agency to grant rights for displaying Outdoor Advertisement in Integrated Industrial Estate (IIE), Haridwar, Uttarakhand**, we hereby provide our financial bid, which is more than the Minimum Upset Price of License Fee as indicated in the Proposal Data Sheet.

License Fee/ sq. ft. of Display Area/ annum in figure (INR) excluding GST and applicable taxes	(Rates to be filled online only)
License Fee/ sq. ft. of Display Area/ annum in words (INR) excluding GST and applicable taxes	(Rates to be filled online only)

1. We are ready to enter into an Agreement with the Authority in the event of being the Selected Bidder.
2. We agree to furnish Security Deposit as Bank Guarantee/ FDR in favour of the Authority as indicated in the RFP document.
3. GST and any other Applicable taxes shall be payable by us separately.
4. Until a formal Agreement is prepared and executed between us, this Bid, together with your LoA, shall constitute a binding contract between us.
5. We understand that you are not bound to accept the Highest or any Bid that you may receive.

Yours faithfully,

(Signature of the authorised signatory)

(Name and designation of the Authorised signatory)

Name and seal of Bidder Firm

**Form 8 - Declaration: Current and Past Proceedings, Litigation, Arbitration, Actions,
Claims, Investigations and Disputes**

(On Bidder's letter head)

(Date and Reference)

To,

The Managing Director
State Infrastructure & Industrial Development Corporation of Uttarakhand Limited (SIIDCUL)
29, IIE (IT PARK), Sahastradhara Road,
Dehradun - 248001, Uttarakhand (India)

Sir/ Madam,

We hereby declare that our firm, our associate/ group firm has:

- No proceedings, litigation, arbitration, actions, claims, investigations, and disputes in the last five years
- OR
- Current and past proceedings, litigation, arbitration, actions, claims, investigations, and disputes in the last five years are as below:

Year	Matter in dispute	Contract Identification	Value of Award (Actual or Potential) against Bidder
		Contract identification: [indicate complete contract title, number, and any other identification] Name of institution: Address of institution: Reason(s) for non-performance: [indicate main reason(s)]	Insert amount

We further affirm that the above litigation history shall not impact our ability to deliver the project of "Selection of Agency to grant rights for displaying Outdoor Advertisement in Integrated Industrial Estate (IIE), Haridwar, Uttarakhand". Further, the Authority shall have the right to reasonably interpret as to how the result/ impact of above litigations may impact or have the potential to impact the financial or operational condition of the Bidder in a manner that may adversely affect the Bidder's ability to satisfy any of its obligations under the contract/ RFP.

Note: Bidders shall provide evidence of their continued qualification to perform the Services (including any changes in their litigation history) in a manner satisfactory to the Authority during the performance of the contract/ RFP.

Yours faithfully,

(Signature of the authorised signatory)
(Name and designation of the Authorised signatory)
Name and seal of Bidder Firm

Form 9 - Format of Bank Guarantee for Security Deposit

(as per Bank's format)

To

The Managing Director
State Infrastructure & Industrial Development Corporation of Uttarakhand Limited (SIIDCUL)
29, IIE (IT PARK), Sahastradhara Road,
Dehradun - 248001, Uttarakhand (India)

In consideration of State Infrastructure & Industrial Development Corporation of Uttarakhand Limited (SIIDCUL) (hereinafter referred as the "**Authority**", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) awarding to, having its office at (hereinafter referred as the "**Licensee**" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority's Agreement no. dated, (hereinafter referred to as the "**Agreement**") the project of "**Selection of Agency to grant rights for displaying Outdoor Advertisement in Integrated Industrial Estate (IIE), Haridwar, Uttarakhand**", and the Licensee having agreed to furnish a Bank Guarantee amounting to Rs..... (Rupees) to the Authority for performance of the said Agreement.

1. We, (hereinafter referred to as the "**Bank**") at the request of the Licensee do hereby undertake to pay to the Authority an amount not exceeding Rs. (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Licensee of any of the terms or conditions contained in the said Agreement.
2. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/ claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Licensee of any of the terms or conditions contained in the said Agreement or by reason of the Licensee's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees).
3. We, (indicate the name of Bank) undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Licensee in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Licensee shall have no claim against us for making such payment.
4. We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be required for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said

Agreement have been fully and properly carried out by the said Licensee and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before [..... (indicate the date as per RFP)], we shall be discharged from all liability under this Guarantee thereafter.

5. We, (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Licensee from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Licensee and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Licensee or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Licensee or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.
6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Licensee.
7. We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.
8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. (Rupees) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [..... (indicate the date as per RFP)].

Dated, the day of 20

For

(Name of Bank)

(Signature, name and designation of the authorised signatory)

Seal of the Bank:

NOTES:

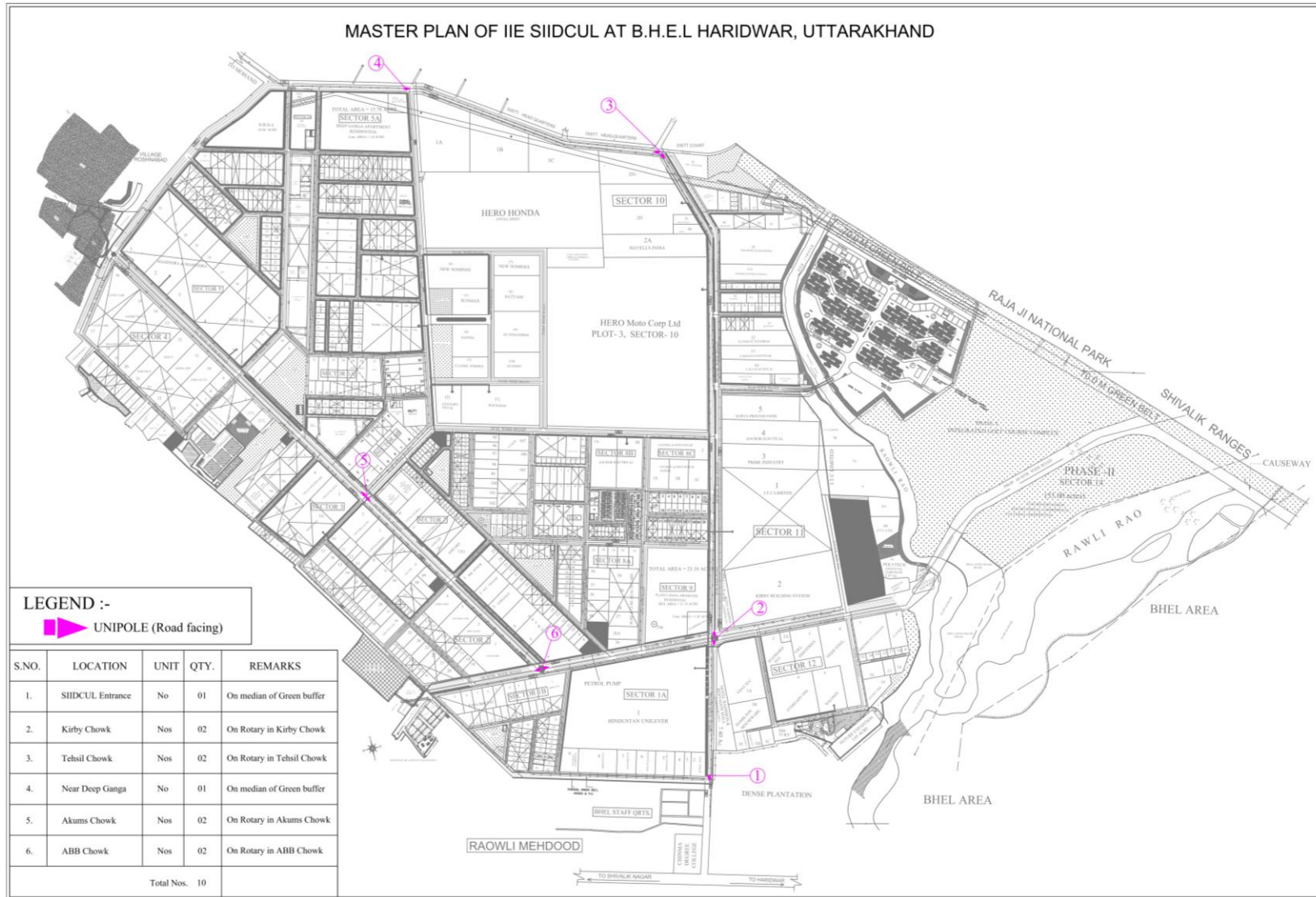
- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

7. ANNEXURE

7.1 Annexure 1: Location of identified spots for installing Unipoles in IIE Haridwar

S. No.	Location	Units	Description
1	SIIDCUL Entrance (Opposite Radison Hotel)	1	On Green Belt
2	Kirby Chowk	2	On Round Circle
3	Tehsil Chowk	2	On Round Circle
4	Akums Chowk	2	On Round Circle
5	ABB Chowk	2	On Round Circle
6	Near Dee Ganga Green Belt	1	On Green Belt
	Total	10	

Map of identified spots in IIE Haridwar



Note: The above presented map is for reference purpose only. The Bidders should visit and understand the location of identified spots by themselves.

7.2 Annexure 2: List of Restricted/ Negative Advertisement

- Nudity
- Racial advertisements or advertisements propagating caste, community or ethnic difference.
- Advertisements having sexual overtone
- Advertisement propagating exploitation of women or child
- Advertisements depicting cruelty to animals
- Advertisements depicting any nation or institution in poor light
- Advertisements casting aspersion of any brand or person
- Advertisements banned by Advertisements Council of India or by law
- Advertisements glorifying Violence
- Destructive devices and explosive depicting items
- Lottery tickets, sweepstakes entries and slot machines related advertisement
- Any psychedelic, lazar or moving display
- Advertisements of weapons and related items
- Advertisements which make obscene or contain pornography or contain an "Incident representation of women within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986
- Advertisements depicting 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 Court 1860
- Advertisements for products such as alcohol, cigarettes, tobacco, and other items restricted by state or central government regulations.
- Any other item considered inappropriate by the Authority.

**STATE INFRASTRUCTURE & INDUSTRIAL DEVELOPMENT
CORPORATION OF UTTARAKHAND LIMITED**



सर्वेषां विकासाय

**Selection of Agency to grant rights for displaying Outdoor
Advertisement in Integrated Industrial Estate (IIE), Haridwar,
Uttarakhand**

Volume II: Draft Licence Agreement

BETWEEN

**STATE INFRASTRUCTURE & INDUSTRIAL DEVELOPMENT
CORPORATION OF UTTARAKHAND LIMITED**

["Authority / Licensor"]

AND

(Name of the Licensee

["Licensee"]

{This Contract will be suitably modified as per changes that may be required / relevant
based on Proposal finally accepted and pre-contract negotiation}

TABLE OF CONTENTS

1. DRAFT LICENSE AGREEMENT	4
2. DEFINITIONS AND INTERPRETATION	6
2.1 DEFINITIONS.....	6
2.2 PRINCIPLES OF INTERPRETATION.....	7
2.3 MEASUREMENT AND ARITHMETIC CONVERSIONS.....	9
2.4 PRIORITY OF AGREEMENTS AND ERRORS/DISCREPANCIES.....	9
3. GRANT OF LICENSE.....	10
3.2 MORATORIUM PERIOD	10
3.3 LICENSE COMMENCEMENT AND TENURE	11
3.4 LICENSE FEE.....	11
3.5 SECURITY DEPOSIT	12
3.6 APPROPRIATION OF SECURITY DEPOSIT	13
3.7 TAXES AND OTHER STATUTORY DUES	13
4. INSTALLATION, OPERATION, MAINTENANCE AND MANAGEMENT OF UNIPOLES	15
4.1 SCOPE OF WORK	15
4.2 MISCELLANEOUS CONDITIONS	16
5. RIGHTS AND OBLIGATIONS.....	17
5.1 LICENSEE'S OBLIGATIONS	17
5.2 LETTING/ RENTING/ SUBLICENSING	18
5.3 UTILITIES.....	18
5.4 FIRE SAFETY REGULATIONS AND REQUIREMENTS	18
6. INDEMNITY AND INSURANCE	20
7. FORCE MAJEURE	22
8. BREACHES/ SURRENDER/ TERMINATION OF LICENSE AGREEMENT.....	23
8.1 SURRENDER OF LICENSE AGREEMENT.....	23
8.2 BREACH OF LICENSE AGREEMENT/ LICENSEE'S EVENTS OF DEFAULT.....	23
8.3 TERMINATION OF LICENSE AGREEMENT BY LICENSOR	25
8.4 TERMINATION FOR FORCE MAJEURE	25
8.5 OTHER CONDITIONS.....	25
9. DISPUTE RESOLUTION	27
9.1 AMICABLE SETTLEMENT	27
9.2 DISPUTE RESOLUTION.....	27
9.3 CONCILIATION.....	27
9.4 COURT PROCEEDING.....	27
10. REPRESENTATIONS AND WARRANTIES	28
10.1 THE LICENSEE REPRESENTS AND WARRANTS TO LICENSOR THAT	28
10.2 OBLIGATION TO NOTIFY CHANGE.....	29

Selection of Agency to grant rights for displaying Outdoor Advertisement in Integrated Industrial Estate (IIE), Haridwar, Uttarakhand

10.3	LICENSOR COVENANTS	29
11.	MISCELLANEOUS.....	30
12.	APPENDICES	33
	APPENDIX I: FORMAT FOR INTIMATION FOR DEPOSITION OF PAYMENTS VIA RTGS/NEFT/DD ETC	33
	APPENDIX II: HANDING OVER NOTE	34
	APPENDIX III: TAKING OVER NOTE.....	35

1. DRAFT LICENSE AGREEMENT

Agreement No. _____ of Year 20____

This Agreement is entered into at Dehradun, Uttarakhand on this day of 20..... (“**Execution Date**”) by and between:

State Infrastructure & Industrial Development Corporation of Uttarakhand Ltd. (SIIDCUL) having its registered office at 29, IIE (IT PARK), Sahastradhara Road, Dehradun - 248001, Uttarakhand (India) represented by its Managing Director (hereinafter referred to as "**Authority/ Licensor**"), which expression shall, unless the context otherwise requires, includes its administrators, successors and assigns) of the **First Party**;

AND

_____ {Description of the Selected Bidder} and having its registered office at _____ (hereinafter referred to as "**Licensee**" which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the **Second Party**.

Licensor and Licensee are hereinafter referred to individually as "**Party**", and jointly as "**Parties**".

WHEREAS

- a) The Licensor had invited Bid for “Selection of Agency to grant rights for displaying Outdoor Advertisement in Integrated Industrial Estate (IIE), Haridwar, Uttarakhand” from the interested parties.
- b) Based on the Bid Applications received from Bidders, Selected Bidder M/s _____ (Name of Licensee/ Selected Bidder) has been selected for grant of rights for displaying Outdoor Advertisement in Integrated Industrial Estate (IIE), Haridwar, Uttarakhand at _____ identified locations (hereinafter referred to as the "**Project Site**" or "**specified/ identified locations**") on "**as is where is basis**" for a period of **2 (two)** years, starting after the end of Moratorium Period of 45 (forty-five) days commencing from the date of signing the License Agreement, on the payment of License Fee amounting to INR _____ (in words Rupees _____ only) for _____ year which shall be escalated at the rate of 10% after completion of initial License Period i.e. 2 (two) years, excluding applicable GST thereon as applicable to be paid by Licensee.
- c) The Licensor has agreed to provide to the Licensee the grant of rights for displaying Outdoor Advertisement in Integrated Industrial Estate (IIE), Haridwar, Uttarakhand (on identified locations) on payment of License Fee and other charges to Licensor on the terms and conditions hereunder contained in this License Agreement.
- d) The Licensee shall Design, Finance, Construct, Install, Operate, Maintain etc and commercially utilize the Unipoles for advertising purpose on identified locations in Integrated Industrial Estate (IIE), Haridwar as specified in this Agreement at its own cost.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- A. The following documents shall be deemed to form part of and be read and construed as part of this agreement in order of their priority, namely:
 - i. License Agreement no. _____ dated _____
 - ii. Letter of Award no. _____ dated _____

Selection of Agency to grant rights for displaying Outdoor Advertisement in Integrated Industrial Estate (IIE), Haridwar, Uttarakhand

- iii. The written clarifications and addenda issued.
- iv. Request For Proposal (RFP) and Draft License Agreement forming part of the Bidding Process.

The Licensee hereby covenants as follows: -

- i. The Licensee hereby assumes the responsibility for the Project i.e., granting rights for displaying Outdoor Advertisement at specified location of the Licensor in Integrated Industrial Estate (IIE), Haridwar, Uttarakhand. The Licensee shall be responsible for Design, Finance, Construct, Install, Operate, Maintain etc and commercially utilize the Unipoles as specified in this Agreement at its own cost.
- ii. The Licensee irrevocably agrees to make all payments including License Fee and other charges as per this Agreement as and when due, without delay or demur, without waiting for any formal advice from the Licensor in this regard.
- iii. The Licensee confirms having examined the number and identified locations for displaying Outdoor advertisement on Unipoles being offered by the Licensor in detail and fully understands and comprehends the technical/ financial/ functional requirements of the Project. The Licensee also confirms full satisfaction as to the business viability of Outdoor advertisement at specified locations in IIE Haridwar, Uttarakhand and hereby voluntarily and unequivocally agrees not to seek any claims, damages, compensation or any other consideration, whatsoever on this account. Licensee also confirms having made independent assessment of present and future market potential and no future claim whatsoever regarding change in market circumstances etc shall be used by it as an alibi or excuse for non-payment of License Fee and other amounts due to Licensee under this License Agreement.

B. That the Licensor and Licensee represent and warrant that they are empowered, authorized and able to make this Agreement.

In Witness whereof the parties hereto have caused this agreement to be signed in their respective hands as of the day and year first before written.

...../...../20....

...../...../20....

(.....)

(.....)

**Authorized Signatory
FOR AND ON BEHALF OF
LICENSOR**

**Authorized Signatory
FOR AND ON BEHALF OF
LICENSEE**

In Witness whereof the LICENSEE and the LICENSOR have set their hands hereunto on the day, month and year first written above in the presence of the following witnesses:

(.....)

(.....)

LICENSOR

LICENSEE

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

The key definitions for the purpose of this scheme document are as follows:

“Agreement” means the License Agreement to be executed between the Licensor and the Licensee (Selected Bidder) in the format approved by the Licensor and includes any amendments, appendix hereto made in accordance with the provisions hereof; the terms contained in the Request for Proposal as amended and clarified by Authority till the submission of the bid by the interested parties; the LOA; the related agreements, inter-alia, including Bank Guarantee, undertaking and other instruments furnished by the Licensee and the memorandums signed between the Licensor and the Licensee from time to time in terms of this Agreement and other matters, manner and method for implementation of the Project.

“Applicable Laws” means all laws, brought into force and effect by Govt. of India, State Governments, local bodies and statutory agencies and rules/ regulations/ notifications issued by them from time to time. It also includes judgments, decrees, injunctions, writs and orders of any court or any judicial Authority applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effected during the subsistence of this Agreement.

“Applicable Permits” means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Law, in connection with the Project during the subsistence of this Agreement.

“As is where is basis” means the Licensee shall be Licensing the specific locations for displaying Outdoor Advertisement in Integrated Industrial Estate (IIE), Haridwar on ‘as is where is Basis’ and the Licensee shall not make any additions or alterations to the specified locations without the prior permission of the Licensor in writing and when permitted by the Licensor the said additions and alterations shall be carried out by the Licensee at their own cost.

“Bid/ Proposal” means the documents in their entirety comprised in the RFP, including all clarifications, addenda and revisions issued by the Authority to the Bidders and the Bid/ Proposal submitted by the Bidders in response to the Notice Inviting Tender in accordance with the provisions thereof.

“Bidder” shall mean the eligible business enterprise(s)/ entities that has submitted Bid/ Proposal in response to the RFP Document.

“Bid Security” means the irrevocable and unconditional Bank Guarantee submitted by the Bidder along with its Bid to the Authority.

“Damages” shall mean any claim of Licensor against the Licensee for breach of this Agreement, including but not limited to losses, dues, arrears etc. against which the Licensor shall be entitled to claim and adjust the Security Deposit.

“Encumbrances” mean any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project Site.

“INR”, “Rs.” or “Rupees” refers to the lawful currency of the Republic of India.

“**Licensor/ Authority**” means State Infrastructure & Industrial Development Corporation of Uttarakhand Limited (SIIDCUL).

“**Licensee**” means the Selected Bidder, who has executed the License Agreement with the Licensor pursuant to bidding process for “Selection of Agency for Displaying Outdoor Advertisement in Industrial Integrated Estate (IIE), Haridwar, Uttarakhand” under and in accordance with the provisions of the Bidding Documents.

“**License**” shall mean the grant of permission for providing advertisement rights to the Selected Bidder, based on the terms and conditions mentioned herein.

“**License Fee**” means the amount payable by the Licensee to the Licensor as per the terms and conditions of this License Agreement along with any kind of Central or State Taxes, local levies, statutory dues, etc that may be payable by the Licensee as per the prevalent law.

“**License Period**” means the period beginning after the end of defined Moratorium Period (commencing from the date of signing the License Agreement) and ending on the Termination Date by efflux of time or sooner determination in accordance with the terms of this Agreement.

“**License Termination**” means termination of this Agreement by efflux of time or sooner determination in accordance with the provisions of this Agreement.

“**License Termination Date**” means the end of the License Period or date of sooner termination of the License Period in accordance with the terms of this Agreement whichever is earlier.

“**Material Adverse Effect**” shall mean circumstances which may or do (i) render any right vested in a Party by the terms of this Agreement ineffective, or (ii) adversely affects or restricts or frustrates the ability of any Party to observe and perform in a timely manner its obligations under this Agreement or the legality, validity, binding nature or enforceability of the same.

“**Security Deposit**” means the interest free Security Deposit furnished by Licensee to the Licensor as per terms and conditions of bid documents as security against default in any timely payment of consideration, other dues to the Licensor and fulfilment of other obligations as per this Agreement.

“**Selected Bidder**” means the Licensee who has been selected by the Licensor, pursuant to the Bidding Process for award of License.

“**Tax**” means and includes all applicable taxes, duties, fees, cesses, levies that may be payable by the Licensee under the Applicable Law to the Government or any of its agencies but does not include income tax payable by the Party concerned.

The capitalised terms not specifically defined in this Agreement shall have the meaning as ascribed to them in the RFP.

2.2 Principles of Interpretation

In this Agreement, unless the context otherwise requires:

- a) references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into here under;
- b) words referring to a “**person**” shall be construed as a reference to any individual, firm, company, corporation, society, trust, or any association;

- c) the table of contents, headings or sub-headings in this Agreement are for the convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- d) the words “**include**” and “**including**” are to be construed without limitation and shall be deemed to be followed by “**without limitation**” or “**but not limited to**” whether or not they are followed by such phrases;
- e) any reference to any period of time shall mean a reference to that according to the Indian Standard Time;
- f) any reference to a day shall mean a reference to a calendar day;
- g) any reference to a month shall mean a reference to a calendar month as per the Gregorian calendar;
- h) references to a “**business day**” shall be construed as a reference to a day (other than a Sunday) on which banks in Dehradun are generally open for business;
- i) any reference to any period commencing “**from**” a specified day or date and “**till**” or “**until**” a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;
- j) the words importing singular shall include plural and vice versa;
- k) references to any gender shall include the other and the neutral gender;
- l) “**lakh**” means a hundred thousand (100,000) and “**crore**” means ten million (10,000,000);
- m) references to the “**winding-up**”, “**insolvency**”, or “**reorganisation**” of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganisation, dissolution, arrangement, protection or relief of debtors;
- n) save and except as otherwise provided in this Agreement, any reference, at any time, to any agreement, deed, instrument, licence or document of any description shall be construed as reference to that agreement, deed, instrument, licence or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this sub-clause shall not operate so as to increase liabilities or obligations of the Licensor hereunder or pursuant hereto in any manner whatsoever;
- o) any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effective only if it is in writing under the hand of a duly authorised representative of such Party, as the case may be, in this behalf and not otherwise;
- p) the Schedules and Recitals to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
- q) time shall be of essence in the performance of the Parties’ respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.

2.3 Measurement and Arithmetic Conversions

All measurements and calculations shall be in the metric system and the calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.

2.4 Priority of Agreements and Errors/Discrepancies

This Agreement, and all other Agreements and documents forming part of this Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof shall, in the event of any conflict between them, be in the following order:

- (a) this Agreement
 - (b) Letter of Award
 - (c) Written clarifications and addenda issued
 - (d) RFP Document and Draft License Agreement forming part of the Bidding Process
 - (e) all other agreements and documents forming part hereof;
- i.e., the agreement at (a) above shall prevail over the agreements and documents at (b), (c), (d) and (e) above.

In case of ambiguities or discrepancies within this Agreement, the following shall apply:

- (a) between two or more Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;
- (b) between the Clauses of this agreement and the Schedules, the Clauses shall prevail and between Schedules and Annexes, the Schedules shall prevail; between the written description on the Drawings and the Specifications and Standards, the latter shall prevail;
- (c) between the dimension scaled from the Drawing and its specific written dimension, the latter shall prevail; and between any value written in numerals and that in words, the latter shall prevail.

3. GRANT OF LICENSE

3.1.1 In consideration of the License Fee, and covenants and warranties on the part of the Licensee herein, the Licensor in accordance with the terms and conditions set forth herein, hereby, grants to the Licensee permissive possession of the identified locations for installation of Unipoles which is described and delineated in Annexure 1 of the RFP hereto on an "as is where basis", to hold and use the said Project Sites solely for the purposes of the Project, and for no purposes whatsoever. The aforesaid permissive possession and the right to use the Project Site shall mean and be strictly limited to License rights.

3.1.2 The identified locations shall be handed over for installation of Unipoles and displaying Outdoor Advertisement activities. The Licensor's representative and Licensee's representative within 7 (seven) days of execution of this Agreement, on a mutually agreed date and time undertake the handover process of the identified locations for installation of Unipoles, by way of inter alia drawing a joint memorandum ("Memorandum") which may contain among other things the exact on-ground locations.

3.1.3 The Licensee shall procure and maintain requisite insurance for the Project as per License Agreement at its own cost. Further, the Licensee shall provide a copy of such requisite insurance to the Authority before undertaking commercial operations of installed Unipoles.

3.2 Moratorium Period

3.2.1 The Moratorium Period will be 45 days from the date of signing of License Agreement. No License Fee will be charged during the Moratorium Period. Following activities shall be undertaken by the Licensee during the Moratorium Period:

i. Finalisation of exact on-ground location for installation of Unipoles through a joint site visit of Authority officials and representatives of Licensee.

If case of any encumbrance on proposed site location, in terms of minimum lateral and longitudinal distance or any other encumbrance which hinders or affects the construction/ installation of Unipole, the Authority reserves the right to relocate/ shift the location in nearest vicinity of the proposed Unipole location.

ii. Aesthetical and structural designing of Unipoles.

iii. Application and provisioning of utilities (electrical connection etc) at identified locations.

iv. Erection of Unipoles.

v. Any other activity required to make the Unipoles commercially operational.

3.2.2 The Licensee shall submit the following documents to the Authority before undertaking commercial operations of installed Unipoles:

i. An Affidavit to the Authority certifying that all terms and conditions stated in the Bidding Documents and License Agreement have been adhered to.

ii. Certificate from a certified practicing Structural Engineer certifying structural stability of all installed Unipoles and adherence to all prescribed criteria for Unipole as per bidding documents.

iii. Submission of all risks Insurance Policy valid (renewal) for entire License Period.

- 3.2.3 The Authority, at its discretion, may check through its technical staff all the erected Unipoles, undertake measurement of Unipoles/ display area and other activities as deemed fit and in case discrepancies are observed, the Authority will issue Objection Certificate to the Licensee and the Licensee should rectify the same within the prescribed time limit. In case of non-adherence, the Authority reserves the right to terminate the Agreement apart from levying penalty as deemed fit.
- 3.2.4 No commercial utilisation of Unipoles will be permitted during the Moratorium Period.
- 3.2.5 It may be noted that it is the sole responsibility of the Licensee to undertake all the above activities and submit the affidavit along with certificate within the prescribed Moratorium Period. The Authority shall not extend the prescribed Moratorium Period and License Period and License Fee will be charged immediately after the completion of Moratorium Period. However, under exceptional circumstances and on the written request from the Licensee, MD SIIDCUL reserves the right to extend the Moratorium Period.

3.3 License Commencement and Tenure

- i. License Rights for displaying Outdoor Advertisement shall be for a period of 2 (two) years, unless otherwise terminated by Licensor or surrendered by the Licensee at an earlier date.
- ii. The License Period of 2 (two) years shall commence after the end of Moratorium Period of 45 days from the date of signing of the License Agreement.
- iii. In case of satisfactory performance, the License Period can be further renewed for next 1 (one) year at the sole discretion of the Authority.
- iv. After completion of the License Period from the commencement of License term, and in case of non-renewal of License Period by the Authority, the Licensee shall not reserve any rights to the Licensed Project Sites. The Licensor shall have right to initiate the fresh Bidding Process for the Project.

3.4 License Fee

- i. The License fee of INR _____ (INR _____ only) plus GST and applicable taxes ("**License Fee**") as applicable shall be paid on annual basis in advance to Licensor as per payment terms and as shown in the Letter of Award issued to _____ vide letter no. _____ dated _____ duly accepted by the Licensee. The Licensee shall make payment of advance annual License Fee to Licensor by e-mode i.e., RTGS/ NEFT & DD and intimate the Licensor as per format in Appendix I.
- ii. For the first year, the first annual instalment shall be paid on or before the date of signing of License Agreement. Subsequent annual instalments shall be paid in advance for all successive years before completion of each year of License Period.
- iii. The License Fee shall be escalated at the rate of 10% after completion of License Period i.e. 2 (two) years.
- iv. The Licensee agrees voluntarily and unequivocally to make all payments to the Licensor as may be due before the due date, without waiting for any formal advice from the Licensor.
- v. In the event that the Authority increases the number/ size/ display sides etc of Unipoles which leads to increase in advertisement display area, then the corresponding License

Fee shall be charged accordingly and shall be paid in advance prior to the issuance of advertisement rights for such additional area. However, the License period shall not be extended in any such case.

- vi. **Delay in payment of License Fee:** In case of failure to deposit the License Fee by the due date every year, an interest of 18% (eighteen percent) per annum shall be levied on the amount of License Fee outstanding after the due date. The Interest shall continue to accrue on a monthly compounding basis till all the payable amount of License Fee are finally squared up. Such interest shall be charged on the outstanding dues for the actual day(s) of delay in the payment.
- vii. **Non-payment of License Fee:** Non-payment of License Fee and other dues within the prescribed date shall constitute a Material Breach of Contract and the Licensee's Event of Default under this Agreement and shall entitle the Licensor to terminate the License Agreement as per the provisions stipulated in Clause 8 of this License Agreement. In case the payment is not made by the due date, a 15 days' notice to cure the Licensee's Event of Default shall be issued.
 - a) In the event of the Licensee failing to cure the Default, the Licensor shall be entitled to terminate the License Agreement after issuing a 30 days' termination notice and shall be free to forfeit Security Deposit after adjustment of all dues payable by the Licensee whatsoever and take such other action available to it under this Agreement and as per the Applicable Laws. The utilities being provided to the Licensee may be disconnected after 15 days of termination notice if the Licensee fails to deposit the outstanding dues.
 - b) The Licensee shall vacate the Project Site by taking away all his inventory/ goods and hand over vacant Project Site to the Licensor or its authorized representative, on or before the 30 days period from date of issue of termination notice otherwise the Licensor shall take over the possession of the Project Site and all the belongings/ inventory/ machinery/ equipment/ installations/ fittings etc. shall be evacuated and vested in the Licensor at Zero/ Nil value. Further Licensor shall be free to dispose of these goods by any procedure as deemed fit. The Licensee hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation, or any other consideration thereafter in future.
 - c) A certificate/ taking over note from Licensor or its authorized representative in proof of Licensee having vacated the Project Site shall be required to be submitted by the Licensee. Any claim of vacation/ non-vacation without the endorsement of the Licensor or its authorized representative shall not be entertained.

3.5 Security Deposit

- i. The Selected Bidder/ Licensee shall submit a Security Deposit prior to signing of the Agreement in the form of an irrevocable, unconditional and non-transferable Bank Guarantee of FDR issued by a scheduled commercial bank in India having its branch in Dehradun. The Security Deposit of **INR 45,000 (INR Forty-Five Thousand only)** shall be valid up to 3 (three) months beyond the License Period or for any other such extended period as may be required by the Licensor ("**Security Deposit**"). Until such time the Security Deposit is provided by the Licensee pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Security Deposit pursuant hereto, the Licensor shall release the Bid Security to the Licensee. No interest shall be payable by the Licensor against the Security Deposit. The Selected Bidder/ Licensee shall keep the Security Deposit, valid at all times during the

stipulated period and renew it 30 (thirty) days prior to the expiry of its validity, as applicable.

- ii. The Selected Bidder/ Licensee shall sign the License Agreement within 15 (fifteen) working days from the date of issuance of LoA or as prescribed by the Authority/ Licensor, failing which the Security Deposit shall be forfeited.

3.6 Appropriation of Security Deposit

- i. The Security Deposit shall be encashed at the sole discretion of the Licensor towards any Penalty/ Liquidated Damages that may be payable by the Licensee to the Licensor and/ or against termination eventualities attributed to the Licensee, under the terms of this Agreement.
- ii. The Licensor shall be entitled to forfeit the Security Deposit in the event of the Licensee committing breach of any of the terms of this Agreement.
- iii. The Licensee shall be required to maintain the Security Deposit for the above amount at all times during the periods stipulated above.
- iv. Upon occurrence of Licensee Default, the Licensor shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to invoke, encash and appropriate the relevant amounts from the Security Deposit as Penalty/ Damages for such Licensee Default. Upon such invocation, encashment and appropriation from the Security Deposit, the Licensee shall, within 15 (fifteen) days thereof, replenish the Security Deposit, in case of partial appropriation, to its original level before such encashment or appropriation of and in case of appropriation of entire Security Deposit to provide a fresh Security Deposit and the Licensee shall, within the time so granted replenish or furnish to a fresh Security Deposit as aforesaid, failing which the Licensor shall be entitled to terminate the Agreement.
- v. In case of death of Licensee, legal heir/ nominee/ successor shall be responsible for the Licensed Project Site.
- vi. Licensor reserves the right for deduction of Licensor's dues from Security Deposit at any stage of Agreement i.e., completion/ termination/ surrender, against:
 - (a) Any physical damages caused by Licensee, or its contractor/ sub-contractors/ staff and labour employed/ engaged by them to the property of the Licensor.
 - (b) Any amount imposed as a penalty and adjustment for all losses/ damages suffered by Licensor for irregularities committed by the Licensee.
 - (c) Any amount which Licensor becomes liable to the Government/ Third party due to any default of the Licensee or any of his employee/ agent.
 - (d) Any payment/ fine made under the order/ judgment of any court/ consumer forum or law enforcing agency or any person working on their behalf.
 - (e) Any other outstanding payment due to Licensor as per License Agreement.

3.7 Taxes and other Statutory Dues

- i. Payment of all the stamp duties, registration charges and any other legal documentation charges, if any for the purposes of this License Agreement shall be borne by the Licensee.

- ii. The property tax applicable, if any, on the offered Project Site of Licensor shall be borne by the Licensee.
- iii. GST and other taxes, as applicable on the operations/ services from time to time, shall be borne by the Licensee.
- iv. All other statutory taxes, statutory dues, local levies, as applicable shall be charged extra and shall have to be remitted along with the License Fee or as directed by the Authority for onward remittance to the Government by the Licensor.
- v. The Licensee shall indemnify the Licensor from any claims that may arise from the statutory authorities in connection with this License.
- vi. The Licensee shall pay all the charges for the electricity/ water/ other utilities consumed in respect of the Project/ Project Site directly to the authorities concerned.

4. INSTALLATION, OPERATION, MAINTENANCE AND MANAGEMENT OF UNIPOLES

4.1 Scope of Work

The Licensee shall:

- (a) Be solely responsible for Design, Finance, Construct, Install, Operate, Maintain etc and commercially utilize the Unipoles for advertising purpose on identified locations.
- (b) Get the Unipoles designs certified by an experienced and practicing structural engineer which shall be submitted to the Authority before the start of work at the site i.e. prior to installation of Unipoles.
- (c) A copy of the electrical inspector's test certificate from Government of Uttarakhand shall be provided to the relevant department.
- (d) During installation, must ensure that:
 - (i) There is safe distance from overhead electrical cable.
 - (ii) There are no underground water pipelines, OFC Cable, Electrical Cable, Gas line etc. The Licensee must get the identified locations surveyed prior to excavation at its own cost and expense, so that no utility of the Authority gets damaged.
 - (iii) There should not be any visual blockage to any building/ traffic.
 - (iv) There is no interference/ blockage of the road traffic.
- (e) Bear the cost of utility shifting, if any required during the erection, installation work of Unipoles.
- (f) Undertake all necessary activities to make the Unipoles commercially operational within the Moratorium Period. The locations for installation of Unipoles cannot be altered, modified, or changed without the explicit written permission of the Authority.
- (g) Be responsible for timely submission of Affidavit along with certificate from a certified practicing Structural Engineer and all risks Insurance Policy before undertaking commercial operations of installed Unipoles.
- (h) Be responsible for obtaining all requisite utility connections (electricity etc) for Unipoles at its own cost.
 - (i) Install separate electricity meter for Unipoles and ensure timely payment of utility bills (electricity bills etc) on its own for all installed Unipoles during the entire License Period.
 - (j) Procure, maintain and keep valid all risks Insurance Policy for the Unipoles to cover public liability during the entire License Period.
- (k) Ensure that advertisement of products banned by the government like alcohol, tobacco, cigarette etc along with obscene advertisements and advertisements contained in the negative list shall not be displayed on the Unipoles during the License Period. Further, the Licensee shall be fully responsible for type and kind of advertisement displayed on the Unipoles.
- (l) Be fully responsible for the operation and maintenance of installed Unipoles including timely painting at its own cost, ensuring that it is in accordance with the provisions of License Agreement/ Bidding documents and best industry practices and standards.
- (m) Ensure that whenever any of the Unipole is damaged due to any reason whatsoever, the same shall be repaired as soon as possible. No License Fee rebate whatsoever shall be granted by the Authority.

- (n) Take all precautions to avoid any accidents during installation/ upgradation/ repair/ maintenance/ operation of the Unipoles, electrical fittings and fixtures. If any accident or casualty occurs, the Licensee shall be directly responsible for the damages or any other consequences, whatsoever and Authority shall be kept free of all such liabilities. Proper arrangement shall be made by the Licensee to avoid any hindrance to the traffic during installation/ upgradation, repair, maintenance and operation of the Unipoles. Diversion of traffic, if required, shall be arranged by the Licensee as per traffic police requirements at his own cost.
- (o) Ensure Unipole are structurally sound and maintained in good and properly secured condition. Submit the structure stability certificate of all the installed Unipoles every year to the Authority.
- (p) Ensure that during the entire term of Agreement, the Unipoles structure should be kept clean, well painted and rust/ corrosion free.
- (q) Be responsible for any damage to the road, street, footpath, tiles, curb stones, utilities, central verge or any other ancillary structures, during installation/ up-gradation/ repair/ maintenance/ operation of the Unipoles, including supporting structures, which shall be made good by the Licensee, as per existing specifications, at its own cost.
- (r) Ensure all statutory compliances like Labor License, Professional Tax registration, Coverage of all applicable employees under EPF/ ESI/ PF act etc relating to the project are adhered to. Also, ensure timely payment of EPF, ESI, gratuity, insurance, Mediclaim etc. of the manpower employed/ deployed for the project.
- (s) Be responsible for the removal of installed equipment and structures of the Unipoles within the Grace Period of 15 (fifteen) days upon the expiration/ early termination of License Agreement. However, no advertisements will be allowed to be displayed during this Grace Period.
- (t) Duly comply with orders/ directives from courts and other competent authorities. SIIDCUL reserves the rights to direct the Licensee to comply with the directives issued by the SIIDCUL management in lieu of the SIIDCUL Outdoor Advertisement policy and amendments approved by MD, SIIDCUL from time to time.

4.2 Miscellaneous conditions

The Licensee must adhere to all other terms and conditions as stated in the RFP/ bidding documents including but not limited to:

- Guidelines for Installation of Unipoles
- Road Safety Criteria
- Advertisement not permitted
- Control of the physical characteristics of advertising devices
- Other Terms and Conditions

5. RIGHTS AND OBLIGATIONS

5.1 Licensee's Obligations

- a) The Licensee's Responsibilities and Duties shall include the following, in addition to and without prejudice to other obligations under this Agreement.
 - i. Subject to and on the terms and conditions of this License Agreement, the Licensee shall, at its own cost and expense, undertake the Design, Finance, Construct, Install, Operate, Maintain etc and commercially utilize the Unipoles for advertising purpose on identified locations.
 - ii. The Licensee shall comply with all Applicable Laws and Applicable Permits (including renewals as required) in the performance of its obligations under this License Agreement
 - iii. The Licensee shall obtain due permits, necessary approvals, clearances, and sanctions from the competent authorities for intended commercial activities or additional infrastructure facilities, as and when they may be required, from relevant Government Instrumentalities with such particulars and details as may be required for obtaining Applicable Permits.
 - iv. Operate and maintain the Project and Project Site in conformity with this Agreement and applicable bylaws/ rules & regulations.
 - v. To duly maintain the Project Site free and clear of all liens, claims, and encumbrances and shall not anytime create any charge, lien, claims, encumbrance or security interest over all or any part of Project Site or License rights of the Licensee or under this Agreement in favour of any third party.
 - vi. Not to permit any person, claiming through or under the Licensee, to create or place any encumbrance or security interest over all or any part of the Project Site or on any rights of the Licensee therein or under this Agreement.
 - vii. To keep the Project Site free from all unnecessary obstruction during execution of works and store the equipment or surplus materials, dispose of such equipment or surplus materials in a manner that causes least inconvenience.
 - viii. At all times, to afford access to the Project Site to the authorised representatives of Licensor, other persons duly authorised by any Government Agency having jurisdiction over the Project Site, to inspect the Project Site and to investigate any matter within their authority.
 - ix. To undertake advertisement management with computerized inventory control system, the computer-generated inventory report detailing all transactions taking place at the specific period. The Licensor may seek such inventory details/ reports from the Licensee and Licensee agrees to provide the same within the prescribed time, as and when desired by the Licensor.
 - x. To comply with the divestment requirements and hand over the Project Site to Licensor upon Termination of the Agreement.
 - xi. The Licensee shall not, except expressly provided in this Agreement, let, mortgage, assign or otherwise part with the possession of the demised Project Site and created Project Assets or any part thereof.

- xii. The Licensee shall take all reasonable precautions for the prevention of accidents on or about the Project Site and provide all reasonable assistance and emergency medical aid to accident victims.
 - xiii. At the end of the License Period/ early termination, the Licensee has to remove all his installed physical assets/ Unipoles. In case of any deficiency or delay noticed at the time of such removal, Authority will get it removed at the risk and cost of the Licensee. Security Deposit of Licensee will be released only after successful removal of all physical assets.
- b) The Licensee shall be solely and primarily responsible to Licensor for observance of all the provisions of this License Agreement on behalf of the Licensee, its employees/ representatives/ agents and any person acting under or for and on behalf of the Licensee, as fully as if they were the acts or defaults of the Licensee, its agents or employees.
 - c) The Licensee shall comply with all rules and regulations notified by Licensor from time to time.
 - d) No tenancy/ sub-tenancy is being created by Licensor in favour of Licensee under or in pursuance of this Agreement and it is distinctly & clearly understood, agreed and declared by/ between the parties hereto that:
 - i. The Licensee shall not have or claim any interest in the said Project Site as a tenant/ sub-tenant or otherwise.
 - ii. The rights, which Licensee shall have in relation to the said Project Site are only those set out in this Agreement.
 - iii. The relationship between Licensor and Licensee under and/or in pursuance of this Agreement is as between Principal and Principal. Consequently, neither party shall be entitled to represent the other and/ or make any commitment on behalf of and/ or with traders or any other party. Furthermore, no relationship in the nature of Partnership or Association of persons is hereby being created or intended to be created between Licensor on the one hand and Licensee on the other hand in connection with and/ or relating business to be operated by Licensee at the said Project Site.

5.2 Letting/ Renting/ Sublicensing

Letting/ Renting/ Sublicensing of any kind of Project Site and Project Assets by the Licensee will not be allowed through any device or arrangement, whatsoever.

5.3 Utilities

The Licensee shall pay all the charges for the utility's services (electricity etc) consumed in respect of the Project directly to the authorities concerned. Additional works, if required, shall be carried out with prior approval of Licensor/ concerned authority and all costs associated shall be borne solely by the Licensee.

5.4 Fire Safety Regulations and Requirements

- 5.4.1 The Licensee shall obtain the requisite approvals from the office of the Chief Fire Officer of Fire & Emergency Services/ or other designated officers of concerned authorities, for the purposes of the Project.

- 5.4.2 The Licensee shall ensure to comply with fire safety requirements and shall install all required fire equipment and fire protection systems at the Project Site, check regularly and service at least once annually or more frequently as required under law by trained persons of an approved organization, authorized by the relevant authorities and a label certifying that the equipment and/ or system is checked shall be attached to the same.

6. INDEMNITY AND INSURANCE

- 6.1.1 The Licensee hereby undertakes to indemnify the Licensor against all losses and claims in respect of death or injury to any person or loss or damage to any property which may arise out of or in consequence of the execution and completion of works/ services and remedying defects therein and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- 6.1.2 The Licensee hereby undertakes that the Licensor shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of Licensee or any of their contractors/ sub-contractors. The Licensee shall indemnify and keep indemnified the Licensor against all such damages and compensation, all claim proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto.
- 6.1.3 The Licensee shall comply with all the provisions of Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act - 1976 including any subsequent amendment thereof and the rules made there under. Licensee shall indemnify the Licensor for any loss and damages suffered due to violation of its provisions.
- 6.1.4 The Licensee hereby indemnifies the Licensor against any loss, damage or liabilities arising as a result of any act of omission or commission on part of Licensee or on part of its personnel or in respect of non-observance of any statutory requirements or legal dues of any nature.
- 6.1.5 The Licensee hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the Project Site. Licensee hereby indemnifies the Licensor against any liability arising in connection with the employment of its personnel in the Project Site.
- 6.1.6 The Licensee shall indemnify the Licensor from any claims that may arise from the statutory authorities against any statutory taxes, statutory dues, local levies, etc. in connection with this License Agreement.
- 6.1.7 The Licensee shall indemnify the Licensor from any damage charges to be incurred if the Project Site has not been handed over to the Licensor in same condition as required under this Agreement.
- 6.1.8 The Licensee shall indemnify the Licensor from any serious accident caused due to negligence of the Licensee, resulting in injury/ death to its employees, contractors, Licensor employees, public at large or loss to property of the Licensor.
- 6.1.9 The Licensee shall be liable for and shall indemnify, protect, defend and hold harmless the Licensor, officers of the Licensor, employees and agents from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgments arising out of the failure of the Licensee to discharge its obligations under this Agreement and to comply with the provisions of Applicable Laws and Applicable Permits.
- 6.1.10 The Licensee shall indemnify and keep indemnified the Licensor for any losses/ penalties levied by any judicial/ statutory authorities/ courts.
- 6.1.11 **Insurance Cover:** The Licensee shall, during the License Period, procure and maintain Insurance Cover including but not limited to the following:

- (a) all risks Insurance Policy;
- (b) comprehensive third-party liability insurance including injury to or death of personnel of the Licensor or others;
- (c) the Licensee's general liability arising out of the License;
- (d) liability to third parties for goods or property damage;
- (e) workmen's compensation insurance;
- (f) Such insurances as may be necessary for mitigating the risks that may devolve on the Authority as a consequence of any act or omission of the Licensee during the License Period; and
- (g) any other insurance that may be necessary to protect the Licensee and its employees, including all Force Majeure Events that are insurable at commercially reasonable premiums and not otherwise covered in items (a) to (f) above.

6.1.12 **Insurance and Waiver of Liability:** The Licensee shall bear the cost, throughout the term of the License, for a comprehensive all risk Insurance Policy and general liability insurance covering injury to or death of any person(s) while working in premises of the Licensor, including death or injury caused by the sole negligence of the Licensee or the Licensee's failure to perform its obligations under the agreement. Upon the Licensor's request, the Licensee shall submit to the Licensor, suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e. avoiding the insurance cover, the Licensee agrees and undertakes to indemnify and hold the Licensor harmless against any and all liabilities, losses, damages, claims, expenses suffered by the Licensor as a result of such default by the Licensee.

6.1.13 The Licensee has conducted due diligence of the identified Locations within IIE Haridwar and hereby confirms that the demised premises are fit for the intended purposes. In this regard, the Licensee further acknowledges that it shall have no recourse against the Licensor if at a later date it is found that the identified locations are found deficient in any manner.

7. FORCE MAJEURE

7.1.1 Neither the Licensor nor Licensee shall be liable to each other for any inability to fulfill their commitments and obligations hereunder occasioned in whole or in part by Force Majeure events. Any of the following events resulting in Material Adverse Effect, shall constitute Force Majeure events and in such cases the decision of the Licensor shall be final:

- (a) Earthquake, Flood, Inundation, Landslide, Pandemic.
- (b) Storm, Tempest, Hurricane, Cyclone, Lighting, Thunder or other extreme atmospheric disturbances.
- (c) Fire caused by reasons not attributable to the Licensor.
- (d) Acts of terrorism.
- (e) War, hostilities (whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war.
- (f) Strikes or boycotts, other than those involving the Licensee, its contractors, or their employees, agents etc, and
- (g) Any other similar things beyond the control of the party, except court order/ court judgment.

7.1.2 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

7.1.3 At any time after the date of signing of Agreement, if any Force Majeure event occurs, the Moratorium Period and/ or overall License Period, as the case may be, shall be extended by a period equal in length to the duration for which such Force Majeure event subsists.

7.1.4 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions not later than 14 (fourteen) days.
- (c) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

7.1.5 Consultation

Not later than 14 (fourteen) days after the Licensee has, as the result of an event of Force Majeure, become unable to perform a material portion of the Works, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

7.1.6 If any Force Majeure event continues for a period of 3 (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 15 (fifteen) days to the other party and Security Deposit shall be refunded by the Licensor to the Licensee after adjusting outstanding dues, if any.

8. BREACHES/ SURRENDER/ TERMINATION OF LICENSE AGREEMENT

This Agreement shall terminate by efflux of time on the expiry of the License Period

8.1 Surrender of License Agreement

8.1.1 The Licensee cannot terminate or Exit from the License Agreement before completion of initial 1 (one) year of License period. In case of breach of this commitment by the Licensee, complete advance License Fee and Security Deposit deposited by the Licensee shall be forfeited.

8.1.2 The Licensee shall have option to surrender the License Agreement hereby created, provided that;

- (a) The Licensee successfully completes initial 1 (one) year of License period;
- (b) The Licensor receives a 3 (three) month advance notice before completion of initial 1 (one) year of License period, in writing, from Licensee for its intention to surrender the License Agreement;
- (c) There is no pending dues/ arrear with the Licensee on the date of issue of surrender notice;
- (d) Licensee continues to pay all dues as per schedule to the Licensor till the date of premature closure of License Agreement; and
- (e) Licensee hand over, vacant and peaceful possession of Project Site to the Licensor, free from all encumbrances and free of cost within Grace Period from the closure of License Agreement.

If the Licensee satisfies the above said conditions of the surrender of License Agreement, no advance License Fee shall not be refunded to the Licensee. However, the Licensor shall refund Security Deposit after recovery/ adjustment of any amount/s due to Licensee and following the provisions of Clause 8.5 of this Agreement. Balance outstanding dues, if are more than Security Deposit, shall also be recovered from the Licensee before Licensee is permitted to remove their establishment(s) or else Licensor will seize their property treating as "Zero" or "Nil" value.

8.1.3 In case of breach of License Agreement or the Licensee abandons the Project Site or if the Licensee is desirous of terminating the License without serving any intimation/ notice period or shorter intimation/ notice period than 3 (three) months, the Agreement shall have deemed to be terminated on completion of such improper intimation period. In such cases, complete advance License Fee and Security Deposit paid by the Licensee shall be forfeited. Balance outstanding dues, if are more than Security Deposit, shall be also recoverable from the Licensee before Licensee is permitted to remove their establishment(s) or else Licensor will seize their property treating as "Zero" or "Nil" value. Licensor shall be free to dispose of the said property/ goods in whatsoever manner it deems fit. Licensee shall have no claim for compensation of consideration/ damages in this regard.

8.2 Breach of License Agreement/ Licensee's Events of Default

8.2.1 Each of the following events or circumstance, to the extent not caused by a default of the Licensor or Force Majeure, shall be considered for the purposes of this Agreement as Material Breach of the License Agreement by Licensee resulting in Licensee's Events of Default which, if not remedied within the Cure Period of 30 (thirty) days, upon receipt of

written notice from Licensor, shall provide Licensor the right to terminate this Agreement in accordance with Clause 8.3 and 8.5.

- (a) If the Licensee has failed to perform or discharge any of its obligations in accordance with the provisions of License Agreement, unless such event has occurred because of a Force Majeure Event, or due to reasons solely attributable to the Licensor without any contributory factor of the Licensee.
- (b) If the Licensee fails to pay the License Fee, penalty or damage specified herein/ in RFP or any other dues to be paid by the Licensee to the Licensor by the stipulated date.
- (c) If the Licensee undertake or permit any Change in Ownership, except with the prior approval of the Licensor.
- (d) If the Licensee makes any change in ownership of License by sale, merger or acquisition and the new entity does not or cannot duly comply with terms of this License.
- (e) The Licensee does not maintain the required Security Deposit or comprehensive all risk Insurance Policy valid for entire License Period as provided in this Agreement.
- (f) If the Licensee during pendency of the License Agreement becomes insolvent or is put under receivership by a competent Court.
- (g) If the Licensee is in persistent non-compliance of the written instructions of officials authorized by the Licensor or any other competent Authority.
- (h) If the Licensee or any of its representatives cause an incident or accident that results in injury or death to employees/ contractors/ Licensor employees/ public at large or loss to property of the Licensor.
- (i) If the Licensee is in violation of any of the other clauses of this License Agreement and after 3 (three) written notices (unless otherwise specifically mentioned therein) from the Licensor fails to cure the Default to the satisfaction of the Licensor.
- (j) If any representation made or warranties given by the Licensee under this Agreement is found to be false or misleading.
- (k) If the Licensee is engaging, or knowingly has allowed any of its employees, agents, or contractors to engage, in any activity prohibited by law or which constitutes a breach of or an offence under any law, in the course of any activity undertaken pursuant to this Agreement.
- (l) If the Licensee has created any encumbrance, charges or lien in favour of any person or agency, over the Project Site or Project Assets, save and except as otherwise expressly permitted under this Agreement.
- (m) If a resolution for voluntary winding up has been passed by the owners/ shareholders of the Licensee.
- (n) If any petition for winding up of the Licensee has been admitted and liquidator or provisional liquidator has been appointed or the Licensee has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of the Licensor, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the License under this Agreement.
- (o) If the Licensee has abandoned or manifests intention to abandon the operation of the Project Site for more than 30 (thirty) days without the prior written consent of the Licensor or their appointed representatives.

- (p) If the Licensee is found to be violating the list of Restricted/ Negative Advertisement.
- (q) If the Licensee is in material breach of any of its obligations under this Agreement.
- (r) If the Licensee repudiates this Agreement or otherwise takes any action or evidences or conveys an intention not to be bound by this Agreement.

8.3 Termination of License Agreement by Licensor

8.3.1 Without prejudice to any other rights or remedies which the Licensor may have under the Agreement, upon occurrence of Licensee's Event of Default or for any reason whatsoever at the discretion of the Licensor, the Agreement may be terminated by issuing a termination notice ("**Termination Notice**") to the Licensee; provided that before issuing the Termination Notice, the Licensor shall by a notice inform the Licensee of its intention to issue the Termination Notice and grant 15 (fifteen) days to the Licensee to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

8.3.2 **On operational ground or any other Administrative Exigencies:** The Licensor reserve the rights to terminate the License Agreement by giving 2 (two) month advance notice in such exigency. The License agreement shall stand terminated and the Licensee shall be refunded the Licensee Fee on prorata basis and the Security Deposit shall be refunded after adjusting outstanding dues, if any. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard. Licensee shall remove his assets from Licensor's premises within the Grace Period from issue of termination letter, failing which these assets shall become property of Licensor. Licensor shall be free to use/ dispose-off these assets in whatever manner as deemed fit. The Licensee shall have no claim, compensation or consideration on any account of these assets.

8.4 Termination for Force Majeure

This License Agreement may be terminated for Force Majeure events as mentioned in Article 7 of this Agreement.

8.5 Other Conditions

- i. After termination/ surrender/ expiry of License period or due to Force Majeure events, Licensee shall forthwith vacate the Project Site and remove its assets/ equipment as well as its employees/ personnel from the said Project Site without causing any damage to the Project Site and assets of the Licensor.
- ii. Upon Termination on account of a Licensee Default, the Licensee hereby acknowledges that no Termination payment shall be due or payable by the Licensor. In addition to this, Licensor shall forfeit the Security Deposit and advance License Fee paid by Licensee. Moreover, the Licensee shall be liable to pay all dues outstanding to the Licensor including property tax, utility bills (electricity, water etc.) and any other charges under this Agreement without prejudice to rights and remedies applicable under the law.
- iii. Upon Termination on expiry of the License Period by efflux of time, no Termination Payment shall be due and payable to the Licensee.
- iv. Termination of this Agreement shall not release either Party from its obligation to pay any sums then owing to the other party nor from the obligation to perform or discharge any liability that had been incurred prior thereto.

- v. After completion of tenure of the License Period/ pre-mature termination/ surrender, the Licensee voluntarily agrees to remove all his assets/ equipment installed by Licensee at the Project Site within the Grace Period from the date of issue of Termination Notice of License Agreement, failing which, it shall become the sole property of Licensor at zero/ nil value and Licensor shall be free to do as it deems fit with the same. The Licensee agrees voluntarily and un-equivocally not to seek any claim, damages, compensation or any other consideration whatsoever on this account.
- vi. All third-party agreements entered by the Licensee, if any, shall stand terminated on expiry of Agreement between Licensor and Licensee.
- vii. **Rights of Licensor on Termination:** Licensor shall not have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Licensee in connection with this project.

9. DISPUTE RESOLUTION

9.1 Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

9.2 Dispute resolution

9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “**Dispute**”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.

9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

9.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon Managing Director of State Infrastructure and Industrial Development Corporation of Uttarakhand Ltd. (SIIDCUL) or an individual authorized by them and the proprietor (sole proprietor in case of a proprietary firm)/ Partner (in case of a partnership firm and/ or a limited liability partnership)/ Director or authorised representative of Company authorised by Board of Company (in case of a Limited Company) for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to Court proceedings in accordance with the provisions of Clause 9.4.

9.4 Court proceeding

Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally referred to local Courts at Haridwar/ Dehradun and Uttarakhand High Court at Nainital which shall have exclusive jurisdiction over all disputes.

10. REPRESENTATIONS AND WARRANTIES

10.1 The Licensee represents and warrants to Licensor that

- (a) It is duly organized, validly existing and in good standing under the laws of India;
- (b) It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the works/ services contemplated hereby;
- (c) It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;
- (d) It has the technical and financial standing and capacity to assume the rights for displaying Outdoor Advertisement and fulfilment of scope of work and other obligations as described in the License Agreement and Bidding documents;
- (e) This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (f) The execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Licensee Memorandum and Articles of Association or any Applicable Law or any covenant, agreement, understanding, decree or order to which the Licensee is a party or by which Licensee or any of its properties or assets are bound or affected;
- (g) There are no actions, suits, proceedings or investigations pending or to the Licensee's knowledge threatened against the Licensee at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may constitute the Licensee Event of Default or which individually or in the aggregate may result in Material Adverse Effect;
- (h) It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any government authority which may result in Material Adverse Effect;
- (i) It has complied with all applicable law and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;
- (j) No representation or warranty by the Licensee contained herein or in any other document furnished by the Licensee to Licensor or to any government authority in relation to Applicable Laws and Permits contains or shall contain any untrue statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading;
- (k) The Licensee also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that Licensor shall not be liable for the same in any manner whatsoever to the Licensee;
- (l) The Licensee shall make its own arrangements in engagement of its staff and labour and shall at no point represent to or claim that the staff, labour is being recruited for and on behalf of Licensor. The Licensee shall at all times comply and represent to the staff and labour employed/ engaged by them the requirement for complying with Applicable Laws and Applicable Permits, particularly in relation to safety and environmental regulations.

10.2 Obligation to notify change

In the event that any of the representations or warranties made/ given by the Licensee ceases to be true or stands changed, it shall promptly notify Licensor of the same.

10.3 Licensor covenants

- (a) Licensor covenants and represents that it has good and marketable title to the said Project Site, free and clear of all liens, claims, mortgages or deeds of trust affecting the Licensee's possession and use of the Project Site or the rights granted to the Licensee hereunder.
- (b) Licensor covenants and represents that it has full and complete authority to enter into the License Agreement under all terms, conditions and provisions set forth in the Agreement, and so long as the Licensee keeps and substantially performs each and every term, provision and condition contained in the Agreement, the Licensee shall peacefully and quietly enjoy the Project Site without hindrance or disturbance by Licensor or by any other person(s) claiming by, through or under or in trust for Licensor.
- (c) On paying License Fee and other charges, the Licensee hereby reserves and observing & performing the several covenants and stipulations on its part and the conditions herein contained, shall peacefully hold and enjoy the Project Site throughout the said term without any interruptions by the Licensor or by any person claiming by, through, under or in trust for Licensor.
- (d) The Licensor shall provide, if required, for seeking any permission from any Government Agency, necessary documents pertaining to Licensor property

11. MISCELLANEOUS

- 11.1.1 It is expressly agreed that mining, geological or archaeological rights do not form part of the License granted to the Licensee under this Agreement and the Licensee hereby acknowledges that it shall not have any mining rights or interest in the underlying minerals, fossils, antiquities, structures or other remnants or things either of particular geological or archaeological interest and that such rights, interest and property on or under the Site shall vest in and belong to the Authority or the concerned Government Instrumentality. The Licensee shall take all reasonable precautions to prevent its workmen or any other person from removing or damaging such interest or property and shall inform the Authority forthwith of the discovery thereof and comply with such instructions as the concerned Government Instrumentality may reasonably give for the removal of such property. For the avoidance of doubt, it is agreed that any reasonable expenses incurred by the Licensee hereunder shall be reimbursed by the Licensor. It is also agreed that the Government shall procure that the instructions hereunder are issued by the concerned Government Instrumentality within a reasonable period.
- 11.1.2 The Licensee shall comply with the laws of land including all applicable rules/ guidelines relating to the project. The Licensor shall not be held liable for any change/ modification in these laws which adversely affect this Agreement. Licensee shall have no right/ claim in this regard, whatsoever the reason may be.
- 11.1.3 The Licensee shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions, contributions to worker's compensations funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions in respect of such personnel employed/ deployed by the Licensee and these personnel shall at no point of time be construed to be employees of Licensor and the Licensee shall be solely responsible for compliance with all labour laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen's compensation Act, Minimum Wages Act, Payment of Wages Act, Apprentices Act, Contract Labour (regulation and abolition) Act, Workmen Compensation Act, Child Labour Act and other Labour Welfare Act in respect of its personnel. The Licensee shall indemnify Licensor from any claims that may arise in connection with above.
- 11.1.4 **Existing utilities and roads:** Notwithstanding anything to the contrary contained herein, the Licensee shall ensure that the respective entities owning the existing roads, right of way or utilities on, under or above the Site are enabled by it to keep such utilities in continuous satisfactory use, if necessary, by providing suitable temporary or permanent diversions with the authority of the controlling body of that road, right of way or utility.
- 11.1.5 **Governing law and jurisdiction:** This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the local Courts at Haridwar/ Dehradun and Uttarakhand High Court at Nainital shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.
- 11.1.6 **Employees conduct:** The Licensee 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. The personnel deployed shall be decent, courteous and without any adverse or criminal background. In this connection, Licensee shall be required to furnish declaration to Licensor with respect to all his personnel deployed. All the Licensee's personnel shall be required to possess ID card while working in the Licensor's Project Site as per prevailing procedure. Access inside other premises of the

Licensor's property shall not be allowed without prior approval from authorized personals of Licensor.

- 11.1.7 **Misuse:** The Licensee shall use the Licensed Project Site under the Agreement only for the work/ services for Allowable Usage provided therein as permissible under this Agreement and shall not use the same for any other purposes.

In case, the Licensee carries on any business or uses the said Project Site for any other purposes other than Allowable Usage, the License shall be deemed to have been misused and Licensor shall immediately terminate the said Agreement. All liabilities for misuser charges and misuser proceedings, if so initiated, shall be that of the Licensee only. The Licensee shall indemnify and keep indemnified Licensor for any losses/ penalties on this account levied by any judicial/ statutory authorities/ courts.

11.1.8 Notices

Licensor and Licensee voluntarily and unequivocally agrees:

- (a) That any notice to be served upon the Licensor shall be sufficiently served to the correct communication address.
- (b) That any notice which may be required to be served upon the Licensee shall be served and given if delivery by Registered Post/ Speed Post/ Courier at the Address given in this License Agreement or delivered in person to the authorized representative of Licensee.
- (c) That any notice or correspondence under the terms of this License shall be in writing by Registered Post/ Speed Post/ Courier or delivered personally. All activities including day to day management, billing, cancellation/ termination/ surrender etc. shall be carried out from the office of the Licensor or by Licensor's duly authorized representative.
- (d) No instruction/ notice of any party if not communicated in writing, shall be entertained by the other party.

11.1.9 Waiver

- (a) Waiver by either Party of any default by other Party in the observance and performance of any provision of or obligations of or under this Agreement:
 - (i) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;
 - (ii) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and
 - (iii) shall not affect the validity or enforceability of this Agreement in any manner.
- (b) Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation there under nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

11.1.10 Entire Agreement

This Agreement and together with the other contract documents and the Schedules/ Appendices constitute complete and exclusive statement of the terms of this Agreement between the Parties on the subject hereof and no amendment or modification hereto shall

be valid and effective unless expressly previously approved in writing by the Licensor and executed by the person expressly authorised by a resolution of Licensor in this behalf.

11.1.11 Severability

If for any reason whatsoever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner.

11.1.12 Counterparts

This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement

12. Appendices

Appendix I: Format for intimation for deposition of payments Via RTGS/NEFT/DD etc

1. Name and address of Licensee/ Party/ Company _____
2. Project Details _____
3. Invoice No. and Date (If applicable) _____
4. Period of Invoice _____
5. Head/ item wise details of payment to be submitted as described in the invoice

Item No.	Description/ Head details	Period	Amount

Gross amount to be deposit:

Less statutory deductions such as TDS:

Net amount to be deposit:

6. TDS registration No. of Licensee _____
7. GST registration No. of Licensee _____

Note: Licensor's authorized bank name and account No. to which payments to be made

Name and designation of authorized representative of Licensee/ Party/ Company

All Licensee's Parties/ Companies are directed to give complete compliance to this and ensure to deposit the details at least seven days before of due date of making payments.

To be filled by Licensor's Appointed Officials

The aforesaid details are checked and verified by Licensor's Appointed Officials and is approved/ disapproved for submission through RTGS/NEFT/DD/Banker's Cheque, with following observations:

1. _____
2. _____
3. _____

Licensee is hereby directed to submit confirmation of deposition of payment before due date.

Dated: ____/____/_____

Signature of Authorized Representative of Licensor

Appendix II: Handing Over Note

Date: __/__/20__

The identified locations for undertaking the project of “Granting rights for displaying Outdoor Advertisement in Integrated Industrial Estate (IIE), Haridwar, Uttarakhand” is handed over to the Licensee, through Shri _____ of M/s _____ office at _____ on _____ (date) at _____ (time), in the presence of authorized representative of Licensor.

List of identified locations for installation of Unipoles is reviewed and acknowledged by both the parties and is attached along with this note.

Licensee hereby acknowledge the receipt and assumes all responsibility of the above-described the specified location at IIE Haridwar from the date and time stated above.

Authorized Representative of Licensee

Authorized Representative of Licensor

Appendix III: Taking Over Note

Date: __/__/20__

Vacant possession of locations handed over for undertaking the project of "Granting rights for displaying Outdoor Advertisement in Integrated Industrial Estate (IIE), Haridwar, Uttarakhand" has been taken over on _____ (Date) _____ (Time) from the Licensee through Sh./Smt./M/s _____ in the presence of authorized representative of Licensor.

List of handed over locations for installation of Unipoles is reviewed and acknowledged by both the parties and is attached along with this note.

Licensee hereby acknowledge that there is no due pending with the Licensor of his/ her representatives and acknowledges that the Licensee would hence forth have no rights whatsoever on the above-mentioned premises.

Authorized Representative of Licensee

Authorized Representative of Licensor