Patna Smart City Limited (PSCL)

NOTICE INVITING TENDER *FOR*

Selection of an Agency for Allotment of Exclusive Outdoor Advertisement Rights on Existing Outdoor Digital LED Screens and Other Identified Assets of Patna Smart City Limited.

(Through e-procurement mode only- www.eproc2bihar.gov.in)

NIT No. – 18/MD/PSCL/2026-27 **Date:-28/8/2026**

1. Patna Smart City Limited (PSCL) invites bids from eligible, experienced Firms/ /Contractors / Agencies / Bidders registered in the appropriate category in any Government Organization/PSUs for execution of works as given below:-

Name of Work	Bid Document (Non-Refundable)	Bid Security (EMD)	Bid Processing Fee
Selection of an Agency for Allotment of Exclusive Outdoor Advertisement Rights on Existing Outdoor Digital LED Screens and Other Identified Assets of Patna Smart City Limited.	Rs. 11,800/-	As per RFP	As per Eproc2 website

2.	Date of Downloading of Bid Document	:	From 03.09.2026 to 26.09.2026 up to 1500 hours. Through website: www.eproc2.bihar.gov.in
3.	Place & Date of pre-bid meeting	:	Date: 12.09.2026, Time 1300 hours; Patna Smart City Limited,4th Floor, ICCC -cum- PSCL Building, SSP Office Campus, Gandhi Maidan, Patna-800001
4.	Last date of Receiving Queries (Online)	:	Date:.12.09.2026, Time 1700 hours (through e-mail)
5.	Last Date and time for uploading of bid.	:	Date: 26.09.2026 up to 1500 hours through website - www.eproc2.bihar.gov.in
6.	Time & Date of opening technical bids	:	Date: 28.09.2026, Time 1000 hours
7.	Time & date of opening financial bids	:	To be communicated later on
8.	Place of opening of Bid	:	Through website: www.eproc2.bihar.gov.in
9.	Periods of bids validity	:	120 Days.
10.	Officer inviting bids	:	Managing Director, PSCL,Patna.

11. For participation in E-tendering proc. the contractor shall have to get themselves registered to get User ID, Password & digital signature. This will enable accessing the website www.eproc2.bihar.gov.in & download/participate in E-tender.

12. The tender documents can be obtained through our website www.eproc2.bihar.gov.in & http://www.smartpatna.co.in.

13. (i) Bid processing fees to be paid through online mode, i.e. Internet payment gateway (Credit/Debit Card), Net Banking, NEFT/RTGS.
    (ii) Bids along with necessary online payments must be submitted through e-procurement portal www.eproc2.bihar.gov.in before the date & time specified in the NIT.
    (iii) The department does not take any responsibility for the delay/Non availabilityof internet connection, Network Traffic/Holidays or any other reasons"

14. Bid document cost should be paid as per www.eproc2.bihar.gov.in

15. Earnest Money should be online through eproc2 as per the time specified on eproc2. All information/corrigendum /, and addendum related to the project shall be published on the websites www.eproc2.bihar.gov.in & http://www.smartpatna.co.in.

16. The authority shall have the right to reject the bid without assigning any reason whatsoever. For any information, contact the Department
Contact No. 0612-2219180 may be used.

17. Estimate amount may vary. So EMD will be deposited as per the technical sheet uploaded on the website www.eproc2.bihar.gov.in

18. For queries & Clarifications, if any, send e-mail to patnasmartcity.pscl@gmail.com/ pscl-bih@gov.in

ज्ञापांकः– 637 /पटना स्मार्ट सिटी लिमिटेड, पटना, दिनांक– 28/08/2026 ई0.

प्रतिलिपिः– निदेशक, सूचना एवं जन–संपर्क विभाग को राष्ट्र/राज्य स्तरीय हिन्दी के समाचार पत्रों, एवं राष्ट्र स्तरीय अंग्रेजी के समाचार पत्रों में प्रकाशित करने हेतु समर्पित।

28/08/26

Managing Director
Patna Smart City Limited

Patna Smart City Limited

REQUEST FOR PROPOSAL (RFP)

for

Selection of an Agency for Allotment of Exclusive Outdoor Advertisement Rights on Existing Outdoor Digital LED Screens and Other Identified Assets of Patna Smart City Limited.

NIT No- Dated:-

PROJECT OFFICE:

PATNA SMART CITY LIMITED

4th Floor ICCC-Cum-PSCL Building,

SSP Office Campus, North of Gandhi Maidan, Patna 800 001, INDIA

email: patnasmartcity.pscl@gmail.com, pscl-bih@gov.in Phone No. +91 0612 2219180

DISCLAIMER

The information contained in this Tender document or subsequently provided to Tenderers, whether in document, verbal or any other form by or on behalf of Patna Smart City Limited by any of its employees or advisors, is provided to Tenderers on the terms and conditions set out in this Tender document and such other terms and conditions subject to which such information is provided.

The purpose of this Tender document is to provide interested parties with information that may be useful to them in eliciting their proposals pursuant to this Tender document. This Tender document may not be appropriate for all people, and it is not possible for Patna Smart City Limited, its employees or advisors, to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender document.

This Tender document includes statements which reflect various assumptions and assessments made by the SPV in relation to the Contract. Such assumptions, assessments and statements do not purport to contain all the information that each Tenderer may require.

The assumptions, assessments, statements and information contained in this Tender document may not be complete, accurate, adequate or correct. Each Tenderer should, therefore, conduct his/her own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender document and obtain independent advice from appropriate sources.

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

Patna Smart City Limited (SPV), its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Tenderer 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 Tender document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender document and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender document or arising in any way in this Tender Stage.

Contents

Letter of Invitation

Executive Summary

Patna Smart City Limited (PSCL) is a Bihar Government undertaking incorporated under the Companies Act, 2013. It oversees planning, appraisal, approval, fund release, implementation, management, operations, monitoring, and evaluation of the Patna Smart City Development projects.

Patna Smart City Limited ("PSCL"), a Special Purpose Vehicle established for implementation of Smart City projects in Patna, invites proposals from eligible, experienced and financially capable agencies for:

"Selection of an Agency for Allotment of Exclusive Outdoor Advertisement Rights on Existing Outdoor Digital LED Screens and Other Identified Assets of Patna Smart City Limited."

The selected agency shall be granted limited commercial rights to display permissible advertisements, sponsorship content, promotional campaigns, and other approved commercial content on the identified assets, subject to the terms of this RFP, applicable advertising policies/by-laws, statutory requirements, and prior approval/control by PSCL.

The primary objective is to generate sustainable revenue from existing Smart City infrastructure while ensuring that the assets continue to serve their intended public information and Smart City functions.

Project Background

Patna Smart City Limited has developed various urban infrastructure and Smart City assets across Patna. As part of its asset monetisation strategy and to generate sustainable revenue for the operation, maintenance, and long-term management of Smart City infrastructure, PSCL proposes to commercially utilise permissible advertising spaces on selected assets.

The initial asset portfolio shall include 27 units Outdoor digital LED screens together with such other PSCL assets/advertising locations as may be specifically identified and handed over during the contract period.

The selected agency shall undertake the professional marketing, management, and commercial exploitation of the available advertisement inventory, while ensuring adherence to applicable standards of content, aesthetics, safety, technology, and statutory compliance.

Managing Director, Patna Smart City Limited, 4th Floor, ICCC-cum-PSCL Building, SSP campus, North Gandhi Maidan, Patna (hereinafter referred to as the "Department"), invites online tender for Request for Proposal for Selection of an Agency for Allotment of Exclusive Outdoor Advertisement Rights on Existing Outdoor Digital LED Screens and Other Identified Assets of Patna Smart City Limited. in conformity with the RFP document in a single stage two envelope system (Envelope 'A': Technical Bid along with Bid Document Fees & Earnest Money Deposit, and Envelope 'B': Financial Bid) from registered and eligible companies, operators, infrastructure management firms, facility management companies, commercial operators or other entities meeting the eligibility criteria prescribed in this RFP document.. More details are provided in the Terms of Reference (ToR) of this RFP.

Name & Address of the Procuring Entity	**PATNA SMART CITY LIMITED** 4th Floor Patna Smart City Building, SSP Office, North of Gandhi Maidan, Patna 800001, (Bihar) INDIA email: pscl-bih@gov.in, patnasmartcity.pscl@gmail.com Phone No. +91 0612 2219180
Subject Matter of Procurement	Selection of an Agency for Allotment of Exclusive Outdoor Advertisement Rights on Existing Outdoor Digital LED Screens and Other Identified Assets of Patna Smart City Limited.
Concession Period	The project duration is for five (05) years.
Bid Procedure	Single-stage: Two-bid open competitive e- tender procedure at https://eproc2.bihar.gov.in

Selection Method	Highest Financial Offer
Eligibility Criteria	As detailed in bid documents
Websites for downloading Bidding Document	https://eproc2.bihar.gov.in
Fees	The RFP document fee: Rs. 11,800/- (Rupees Eleven Thousand Eight Hundred only) Inclusive of GST. The RFP document fee can be paid online.
Bid Security (EMD) and Mode of Payment	**Bid Security (EMD) Amount**: Rs 5,00,000/- (Rupees Five lakh only) (Refundable). **Mode of Payment:** The Earnest Money Deposit (EMD) shall be paid online at the website www.eproc2.bihar.gov.in.
Performance Bank Guarantee (PBG) and Mode of Payment	**Performance Bank Guarantee (PBG) Amount:** 5% of the Contract / Concession in the form of an unconditional and irrevocable Bank Guarantee valid in accordance with the Concession Agreement. A bank guarantee in favour of the **Managing Director, Patna Smart City Ltd, Payable at Patna**, which shall be valid up to 3 months beyond the end of the Contract/Concession period.
Period of online availability of Bidding Documents (Start / End Date)	As per NIT
Pre-bid Meeting	Pre-bid meeting shall be held at PATNA SMART CITY LIMITED as per NIT through hybrid mode 4th Floor Patna Smart City Building, SSP Office, North of Gandhi Maidan, Patna 800001, (Bihar) INDIA email: pscl-bih@gov.in, patnasmartcity.pscl@gmail.com Phone No. +91 0612 2219180 Bidders may send any pre-bid queries/ clarifications in the Tender by email (pscl-bih@gov.in, patnasmartcity.pscl@gmail.com) within six (6) days from the date of publication of this tender.
End Date for Online submission of Bids / Bid due date/Proposal due date (PDD)	Online at https://eproc2.bihar.gov.in End Date: As per NIT
Opening of Conditions of Eligibility: Technical Bid	AS per NIT
Opening of Financial Bid	Will be intimated later to the technically qualified bidders
Bid Validity	120 days from the bid submission deadline

Note:

(1) The Bidders (authorised signatory) shall submit their offer online in electronic formats both for technical proposal and financial bid. The RFP cost and Earnest Money Deposit (EMD) shall be paid online by the date and time mentioned above, as prescribed in the bid document.

(2) Bid should be submitted online only. No hard copy is to be submitted.

(3) **Financial bid must be submitted online only.** Submission of the financial bid in hard copy will lead to rejection of the bid.

(4) Any subsequent addendum/corrigendum shall be published only at the websites https://eproc2.bihar.gov.in and will not be published in newspapers. If there is a holiday on the day bids open, activities assigned for that date shall be carried out on the next working day.

(5) Before electronically submitting the bids, it should be ensured that all the bid documents, including conditions of contract, are digitally signed by the Bidder.

(6) The Department will not be responsible for delay in online submission for any reason. For this, bidders are requested to upload the complete bid well in advance to avoid any incidental system issues, such as slow speeds, website choking due to heavy load, or other unforeseen problems.

(7) All the prospective bidders are encouraged to participate in the pre-bid meeting, and it is advised that the work sites are visited and bid documents are studied thoroughly.

(8) The procuring entity reserves the sole right to cancel the bid process and reject any or all the Bids without assigning any reason.

(9) The procuring entity disclaims any factual / or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein is intended only to help the bidders to prepare a logical bid-proposal.

(10) Conditional bids shall be rejected.

(11) The Bidder shall submit the Bid online form only. Each page of the submission shall be signed by the Authorised Representative of the Applicant in accordance with the terms of this RFP. The Applicant shall be responsible for the accuracy and correctness of the version uploaded by the Authority and shall ensure that no changes are made to the content of the downloaded document.

Designation: Managing Director

Contact No – **+91 0612 2219180**

Email ID: **pscl-bih@gov.in, patnasmartcity.pscl@gmail.com**

PATNA SMART CITY LIMITED
4th Floor Patna Smart City Building,
SSP Office, North of Gandhi Maidan,
Patna 800001, (Bihar) INDIA
email: pscl-bih@gov.in
Phone No. +91 0612 2219180

Part 1: Contents of Bidding

Section I: Instructions to Bidder

1 General

1.1 Definitions

(a) **"Project"** means Allotment of Exclusive Outdoor Advertisement Rights on Existing Outdoor Digital LED Screens and Other Identified Assets of Patna Smart City Limited., in accordance with the Concession Agreement. "Authority" means the Managing Director, Patna Smart City Limited, 4th Floor, ICCC-cum-PSCL Building, SSP campus, North Gandhi Maidan, Patna,

(b) **"Bidder"** shall be any firm, company, corporation, LLP or any association or partnership of two of the above and shall include successors and assigns.

(c) "**Concession Agreement (CA)**" means the Agreement signed by all the parties along with this Agreement, its Recitals, LoA and any amendments made in accordance with the provisions hereof.

(d) "Day" means calendar days.

(e) "GoB" means Government of Bihar

(f) "GoI" means Government of India.

(g) "In writing" means communicated in written form with proof of receipt; this will include email also.

(h) "Letter of Award" means the Award letter issued by the Authority and signed & accepted by the successful bidder along with copy of LOA (Letter of Acceptance), RFP Documents including all Corrigendum/Addendums and Bid of the selected Bidder, signed & executed by Authority and successful Bidder.

(i) "RFP" means Request for Proposal and is the document which provide all the details and information to Bidder to prepare their proposal including all Corrigendum/Addendums.

(j) "Terms of Reference" (TOR) means the document included in the bid document which explains the objectives, Scope of work, activities, tasks to be performed, timeline and deliverables of the Project.

(k) "Concession fee" means the agreed fee which shall be paid to PSCL by the concessionaire

(l) "Gross Advertisement Revenue" shall mean the total amount billed/received/receivable by the selected agency from advertisers, sponsors, media agencies, intermediaries or any other entity from exploitation of the advertisement/commercial rights granted under the Agreement, before deduction of agency expenses, commissions, marketing costs, manpower expenses or any other expenditure, but excluding applicable GST, subject to detailed provisions of the Agreement.
No advertisement revenue may be received outside the approved accounting mechanism.

1.2 Scope of Bid

In support of the Invitation for Bids indicated in the Bid Data Sheet, the Authority has issued this online Bidding Document for **"Selection of an Agency for Allotment of Exclusive Outdoor Advertisement Rights on Existing Outdoor Digital LED Screens and Other Identified Assets of Patna Smart City Limited.**

1.3 Scope of Work and Project Facility

Patna Smart City Limited (PSCL) invites online bids from eligible agencies for **Selection of an Agency for Allotment of Exclusive Outdoor Advertisement Rights on Existing Outdoor Digital LED Screens and Other Identified Assets of Patna Smart City Limited.**

The selected Bidder shall be responsible for:

i. The selected Bidder shall have exclusive rights to manage, operate, maintain, market and sell advertising space on LED Screens (27Nos) installed at various strategic locations in Patna City under Smart City Mission subject to the site details specified in the tender document as per details attached at Annexure –X on "as is and where is" basis giving full compliance to technical parameters of Patna Smart City Limited's Outdoor Advertising Policy or any other prevailing applicable policy, statutes, codes, applicable laws etc as applicable from time to time.

ii. The advertising rights along with the operation and maintenance for the LED Screens (27 Nos) and other identified assets shall vest with the successful bidder. Any person who wishes to advertise on these LED Screens (27 Nos) will deal directly with the selected bidder and will have no dealings with the PSCL or make any claim on the Patna Smart City Limited for omission or commission, etc of the successful bidder.

iii. No major capital expenditure has to be done by the successful bidder as PSCL has already installed the whole structure (LED Screens) and other identified assets.

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

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

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

- Preparation of advertising plan for each LED Screen and other identified assets along with relevant details like type of advertisement planned, etc.

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

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

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

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

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

f) The Successful Bidder shall, at no cost to PSCL, display social messages approved by PSCL on each LED display unit for a minimum of 365 hours annually, during time slots specified by PSCL.

The Detailed scope of work is as set out in the Terms of Reference.

1.4 Duration of Concession Period

The project duration is for five (05) years.

1.5 Contract Fees

1. **Bidders are required to quote the Annual Fixed Rental (in Rs) per year Fee payable for the first year of the concession period and Revenue Share (in Percentage)**

2. **Offers received with Annual Charges per year lesser than RESERVE Annual Charges per year in Rs. 1.20 Crore (One Crore Twenty Lakh) are liable to be rejected.**

3. **The Reserve Annual Charges shall be increased by 5% every year on a compounding basis.**

4. **Two-stage evaluation comprising technical qualification followed by composite financial evaluation based on the Fixed Rental and Revenue Share quoted by technically qualified bidders**

5. **For selection of the Agency, bids will be evaluated using the Highest Financial Offer, wherein the bidder achieving the highest combined financial score as per evaluation criteria clause 7 of this RFP shall be ranked highest and considered for award, subject to meeting all eligibility and qualification requirements.**

6. **The Fixed Rental and Revenue Share payable to PSCL shall be exclusive of GST and other applicable statutory taxes/levies, which shall be payable additionally by the Selected Agency in accordance with applicable law.**

7. **The Combined Charges (Fixed + Revenue Share) payable to PSCL shall be exclusive of all applicable taxes and duties, including but not limited to income tax, professional tax, education cess, GST, and any other statutory levies imposed from time to time. It is further clarified that the applicable taxes/cess shall be charged/paid separately by the Agency, in addition to the Combined Annual Charges payable to PSCL.**

8. **The Combined Charges (Fixed + Revenue Share) payable to PSCL shall also be exclusive of all costs and expenses incurred by the Agency during the concession period, including administrative expenses, compliance-related charges, electricity charges, water charges, other utility charges, property tax, penalties, and any other operational or statutory expenditures. It is further clarified that all administrative and compliance-related charges, electricity, security, water, and other management expenses during the contract period**

shall be borne separately by the Agency.

9. **The selected agency shall establish and maintain a dedicated collection account or escrow account with a scheduled commercial bank for routing all advertisement-related revenues under the concession. All collections from advertisers, sponsors, agencies, or any other third parties in relation to the advertisement inventory shall be deposited into such account, and no advertisement revenue shall be collected or retained outside the designated account.**

   For the purpose of revenue monitoring and reconciliation, the agency shall submit to PSCL, on a monthly basis or at such frequency as may be prescribed by PSCL, the following records:

   - Monthly revenue statements;
   - Advertiser-wise billing and collection details;
   - Copies or details of invoices raised;
   - Amounts received and pending collections;
   - Outstanding receivables and ageing thereof;
   - GST reconciliation and tax payment details;
   - Screen-wise utilisation and occupancy reports; and
   - Bank statements along with reconciliation statements.

   PSCL shall retain full audit, inspection, and verification rights over all records, books of account, invoices, receipts, bank statements, agreements, and supporting documents relating to concession and advertising revenue. The agency shall provide all such information and access as may be required by PSCL or its authorised representatives for audit, inspection, or verification purposes.

10. **Revenue Verification and Audit**

   The Selected Agency shall maintain complete books, advertiser-wise invoices, contracts, receipts and bank records relating to Gross Advertisement Revenue and shall make the same available to PSCL or its authorised auditor for verification.

   Any suppression, diversion, concealment or under-reporting of Gross Advertisement Revenue resulting in short-payment of Revenue Share shall constitute a Material Breach, without prejudice to PSCL's right to recover the differential amount together with applicable interest/penalty and invoke other remedies available under the Agreement

1.6 Eligibility Criteria

1.6.1 General Conditions: To qualify for the bid, the Bidder shall be:

- A Company registered under the Companies Act, 1956 or 2013 or
- A Partnership firm registered under the Partnership Act, 1932 or
- Limited Liability Partnership registered under 'The Limited Liability Partnership Act, 2008
- Proprietorship
- Any society formed under the Societies Registration Act, 1860

1.7 Joint Venture / Consortium:

JV/Consortium is not allowed under this RFP (Bidders using credentials of parents/subsidiary (partially or wholly owned) will not be allowed, and all credentials should be in the name of the entity submitting the bid)

1.8 Conditions of Eligibility of Bidder (Technical and Financial):

1.8.1 The Bidder must carefully read the minimum conditions of Technical and Financial Capacity herein referred to as "Conditions of Eligibility" provided below. Proposals of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation.

1.8.2 **Technical Capacity:** For demonstrating the technical capacity, the Bidder must comply with each of the following conditions in the last 7 (seven) years from the Bid due date:

Sr No	Parameter	Minimum Eligibility Criteria	Marks
1	**Average Annual Turnover (Net)**	Average Annual Turnover in last 3 years FY 2022-23, 2023-24 and 2024-25 (a) >= Rs.20 Cr. to Rs.25 Cr. **- 10 Marks** (b) >Rs. 25 Crore up to Rs.30 Crore **- 15 marks** (c) >Rs. 30 Cr. **- 20 marks**	20
2	**Net Worth**	Bidder shall have a positive Net Worth as on 31/03/2025; The bidder should not have incurred a loss in the last three financial years. Zero to Rs.3 Cr **- 5 Marks** Net worth above ₹3 crore **- 10 marks**	10
3	Relevant Experience of the Bidder:	• The Bidder shall have experience in Monetisation, Management and Operation of Advertisement of public infrastructure/commercial facilities during the last seven years among following categories. - Outdoor Advertising. - Digital Out-Of-Home Advertising. - Digital Media/Display Advertising; - Airport/Railway/Metro/Bus Terminal Advertising; - Municipal Advertisement Concessions; - Smart City Advertising; - Media Asset Monetisation; - Similar Commercial Advertising Operations	
		The Bidder must have undertaken advertisement operations in at least three (3) Projects during the last Seven (7) years. Exactly 3 eligible projects: **10 marks** 4 to 7 eligible projects: **20 marks** 8 or more eligible projects: **30 marks**	30
		The Bidder must have operated advertisements on a minimum of thirty (30) Digital Display Boards, each with a minimum display area of 100 sq. ft. 30-49 Digital Display Boards – 10 Marks 50-99 Digital Display Boards – 20 Marks 100-199 Digital Display Boards – 30 Marks 200 or more Digital Display Boards- 40 Marks	40
TOTAL			**100**

Technically responsive bid = Achieve 70% of the technical score, that is 70 out of maximum possible 100

1.8.3 The Bidder shall enclose all the following documents in support of its technical Capacity:

a) Certificate of establishment/Proof of Company registration document/ MoA or Partnership Deed.

b) Relevant documents such as work orders, agreements, etc. and Completion Certificates/Experience Certificate/Client Certificate for fulfilling project experience required in RFP clause no. 1.8.2 Technical Capacity.

c) In case a particular work where contract has been executed jointly by the Bidder as part of a consortium/ Joint Venture, it should be further supported by Consortium Agreement of the work, which shall clearly state the percentage share of bidder. Project experience shall be considered in proportion to the percentage share of the bidder in that claimed project experience.

d) "Client Certificate /Experience Certificate" of satisfactory services will be required for eligible projects claiming "the Technical Capacity" which are completed. Certificates shall be issued directly by the Client of the position, preferably the Chief Municipal Officer (CMO) / Municipal Commissioner/Executive Engineer of Urban Local Body (ULB)/Chief Executive Officer/Chief Finance Officer, etc.

e) Copy of PAN Card, GSTIN Registration Certificate and any other registration certificates if applicable.

f) The Bidder should have a valid GST registration in India.

g) Undertaking that the bidder has not been debarred / black-listed/suspended/ de-registered in the last 3 years by the Government (Central Government / State Government / Local Government), Semi Government & Government Undertaking, any Multilateral Funding Agency and Urban Local Body in India. Format of the same is enclosed as Annexure VIII of the RFP.

h) Bidder shall have experience in Projects of Central Government / State Government / Local Government / Government Agency/Urban Local Body/ Multilateral Funding Agency/PSU for fulfilling project experience required in RFP clause no. 1.8.2 Technical Capacity. Bidder's Project Experience of working as sub-Concessionaire shall not be considered.

1.8.4 Financial Capacity:

To demonstrate the financial capacity ("Financial Capacity"), the bidder must meet each of the following conditions to establish financial eligibility.

a) Minimum average annual turnover of Rs. 20.0 Cr. in the preceding three financial years, i.e. 2022-23, 2023-24, 2024-25

b) Bidder shall have a positive Net Worth as on 31/03/2025; The bidder should not have incurred a loss in the last three financial years.

1.8.5 The Bidder shall enclose all the following documents in support of its

Financial Capacity:

a) Audited Financial Statement for the Financial Year 2022-23, 2023-24, 2024-25 certified by the Statutory Auditor.

b) Copy of the latest GST and Income Tax Return filed.

c) Certificate from the Statutory Auditor or a company or Partnership firm for Net Worth and Turnover.

1.9 Conflict of Interest

The Authority considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited practice under the Anticorruption Policy. In pursuance of the Anticorruption Policy's requirement that bidders, suppliers, and Concessionaires observe the highest standard of ethics. The Authority will take appropriate actions if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently, all the Bidders found to have a conflict of interest shall be disqualified. A Bidder may be in a conflict of interest with one or more parties in this bidding process if, including but not limited to if:

a) They have controlling shareholders in common; or

b) They receive or have received any direct or indirect subsidy from any of them; or

c) They have the same legal representative for purposes of this Bid; or

d) They have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Authority regarding this bidding process; or

e) A Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same sub-Concessionaire, not otherwise participating as a Bidder, in more than one bid; or

f) A Bidder or any of its affiliates participated as a Concessionaire in the preparation of the design or technical specifications of the goods and services that are the subject of the bid".

1.10 One bid per Bidder

A Bidder is eligible to submit only one Bid ***covering the scope of this bid*** for Selection either individually or as a member of any one Consortium. Bidder shall not be entitled to submit another bid either individually or as a member of any other Consortium, as the case may be.

1.11 Cost of Bidding

The Bidders shall be responsible for all the costs associated with the preparation of their Proposals and their participation in the bidding Process, including subsequent negotiations, visits to the Authority, Project site, etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the bidding Process.

1.12 Due Diligence by Bidder

The Bidders are encouraged to submit their respective Proposals after visiting the Project area and ascertaining for themselves the Project area conditions, location, surroundings, climate, access to the site, and availability of data with the Authority, Applicable Laws and regulations, or any other matter considered relevant by them. For this purpose, the Bidders shall inform the Authority in advance.

1.13 Right to reject any or all Bids

a) Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the tender 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.

b) Without prejudice to the generality of Clause 1.11, the Authority reserves the right to reject any Proposal if: (i) At any time, a material misrepresentation is made or uncovered, or (ii) The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

c) Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification/rejection occurs after the Proposals/Bids have been opened and the highest ranked Bidder gets disqualified/ rejected, then the Authority reserves the right to consider the next best Bidder or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the tender Process.

d) In case the bid is rejected due to reasons given in point (b) and (c), then the EMD submitted by the Bidder will be forfeited.

2 Contents of Bidding Document

2.1 Sections of the Bidding Document

a) The RFP Document consists of Sections indicated below and should be read in conjunction with any Addendum/Corrigendum issued.

Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bid Data Sheet
- Section III. Evaluation and Qualification Criteria

Terms of Reference (ToR)

- Appendices, Contract Forms & Annexures.

b) The Authority is not responsible for the completeness of the Bidding Document and its Addenda if they were not obtained directly from the Authority or our website https://eproc2.bihar.gov.in

c) The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.

2.2 Clarification of Bidding Document

2.2.1 A prospective Bidder requiring any clarification on the RFP Document shall contact the Authority with queries in the format below in writing at the address indicated in the Bid Data Sheet and by email at the email address mentioned in the Bid Data Sheet. The Authority will respond in writing to any request for clarification, provided that such request is received **on or before the date of the pre-bid meeting**. Clarification will be published on the website https://eproc2.bihar.gov.in

Sr.no.	RFP Clause, Clause No., Page no.	Query/Clarification	Remarks, if any

2.3 Amendment of Bidding Document

a) At any time prior to the deadline for submission of the Bid (Bid due date), the Authority may amend the Bidding Document by issuing an Addendum/Corrigendum.

b) Any Addendum/Corrigendum issued shall be part of the Bidding Document and shall be communicated in writing online at https://eproc2.bihar.gov.in.

c) To give prospective Bidders reasonable time in which to take an Addendum/Corrigendum into account in preparing their Bids, the Authority may, at its discretion, extend the deadline for the submission of the Bids.

3 Preparation & Submission of Bids

3.1 Instructions and Procedure for Participation in E-Tendering

3.1.1 All bids submitted as a response to this request for proposal shall be submitted electronically through the e-procurement site https://eproc2.bihar.gov.in**.**

3.1.2 For participation in the e-tendering module of https://eproc2.bihar.gov.in, it is mandatory for prospective bidders to get registered on the website https://eproc2.bihar.gov.in. Therefore, it is advised that all prospective Bidders register by paying the online registration fee at the earliest.

3.1.3 Tender documents can be downloaded from the website https://eproc2.bihar.gov.in; the bid documents of those bidders shall be acceptable who have made online payment for the tender documents fee, as mentioned in the brief RFP, without which bids will not be accepted.

3.1.4 For support related to the e-tendering process, bidders may contact at the following address: "e- Procurement HEP DESK Toll Free Number: 1800 572 6571 Email ID: eproc2support@bihar.gov.in, eProc 2.0 Help Desk Address: mjunction services limited RJ Complex, 2nd Floor, Canara Bank

Campus, Khajpura, Ashiana Road, P.S. - Shastri Nagar, Patna 800 014, Bihar".

3.1.5 Service and gateway charges shall be borne by the Bidder.

3.1.6 As per the directions of the Controller of Certifying Authorities, Ministry of Communication and Information Technology, Government of India, a Class III Digital Certificate shall be required to bid for all tenders solicited electronically. If the Bidder does not have such a certificate, it may be obtained from any of the registering or certification authorities listed at https://eproc2.bihar.gov.in. Kindly note that it may take 3 to 5 business days to issue a digital certificate. The Bidders are advised to plan their time accordingly. The Authority shall bear no responsibility for accepting bids that are delayed due to the non-issuance or delayed issuance of such digital certificate.

3.1.7 Before electronically submitting the bids, it should be ensured that all the bid documents including conditions of contract are digitally signed by the Bidder.

3.1.8 If the Bidder is bidding for the first time for e-tendering, then it is obligatory on the part of the Bidder to fulfil all formalities such as registration, obtaining Digital Signature Certificate, etc. well in advance.

3.2 Key Dates:

The bidders are strictly advised to follow the time schedule (Key dates) of the bid on their side for tasks and responsibilities to participate in the bid, as all the stages of each bid are locked before the start time and date and after the end time and date for the relevant stage of the bid as set by the Department of Preparation and Submission of Bids.

The bidders have to prepare their online bid, encrypt their bid data in the Bid forms and submit the Bid of all the envelopes and documents related to the Bid required to be uploaded as per the time schedule mentioned in the key dates of the notice inviting e-Tenders after signing of the same by the Digital Signature of their authorised representatives.

3.3 Language of Bid

The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Authority, shall be written in the English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

3.4 RFP Document Fees

The RFP Document shall be available for download to eligible bidders immediately after the online release of bids and until the scheduled time and date set in the key dates. The bid document can be downloaded free of cost. However, bidders must pay the bid document fee as specified in the bid data sheet when submitting their online bid. The payment for the bid document shall be made online through Debit/Credit card, Net banking, or as per the instructions provided on the website.

3.5 Earnest Money Deposit (EMD)

a) The Bidder shall furnish as part of its Technical Proposal Earnest Money Deposit of Rs 5,00,000/- (Rupees Five lakh only) (Refundable).

b) The Earnest Money Deposit (EMD) shall be paid online.

c) The Earnest Money Deposit (EMD) of a technically unqualified Bidder will be returned after completion of the Bid evaluation process. Earnest Money Deposit (EMD) of a technically qualified Bidder will be returned once the selected Bidder has furnished the Performance Bank Guarantee.

d) The Earnest Money Deposit (EMD) of the successful Bidder shall be returned as promptly as possible once the successful Bidder has furnished the required Performance Security.

e) Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

f) Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.

g) The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period, and for such losses and damage EMD shall be forfeited by the Authority. No relaxation of any kind on Bid Security shall be given to any Bidder.

i) EMD shall be forfeited by the Authority, in case if a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by the Bidder from time to time; In case the Selected Bidder, having signed the Letter of Award (LOA), commits any breach thereof prior to furnishing the Performance Security.

h) In the case of the Selected Bidder, EMD will be forfeited if it fails within the specified time limit –

- To sign the Letter of Award (LOA) as acceptance and/or
- To furnish the Performance Security within the period prescribed

3.6 Technical Proposal

3.6.1 Bidders shall prepare the technical proposal in the formats specified in the RFP document (**Annexure I to Annexure VI, Annexure VIII, Annexure XI** (the "Technical Proposal").

3.6.2 While preparing the Technical Proposal, the Bidder shall ensure that:

(i) The Bid Document Fees and EMD / Bid Security are provided.
(ii) All Forms are submitted in the prescribed formats and signed by the authorised signatories.
(iii) Power of Attorney is executed as per **Annexure III**.

(iv) The Original Technical Proposal must be submitted online only.

3.6.3 Failure to comply with the requirements spelt out in the above Clause shall make the Proposal liable to be rejected.

3.6.4 The Authority reserves the right to verify all statements, information, and documents submitted by the Bidder in response to the RFP. Any such verification or the lack of such verification by 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.

3.6.5 In case it is found during the evaluation or at any time before signing of the Letter of Award or after its signing and during the period of subsistence thereof, that one or more of the eligibility 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 Concessionaire either by issue of the LOA or signing of the Letter of Award, and if the Selected Bidder has already been issued the LOA or has accepted the Letter of Award, 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 without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire, as the case may be.

3.6.6 In such an event, the Authority shall have the right to forfeit and appropriate the Bid Security or Performance Bank Guarantee (PBG) without prejudice against any other right or remedy that may be available to the Authority.

3.6.7 No reference to Price/Financial Bid should be mentioned anywhere in the Technical Bid. Any Indication of price or financial bid in the technical proposal shall result in the disqualification of the Bidder.

3.7 Financial Bid

3.7.1 The Bidders shall prepare a separate financial bid (Financial Proposal) as per the format given in **Annexure IX,** clearly indicating the **Reserved Fixed Annual Rent for 1 year and Revenue Share in** Percentage (%) of Gross Advertisement Revenue (GAR)**.** In the event of any difference between figures and words, then the amount indicated in words shall prevail.

3.7.2 Bid document submitted without Financial Bid / Conditional Financial Bid will be liable for rejection.

3.7.3 While submitting the Financial Proposal, the Bidder shall ensure the following:

(i) All the costs associated with the Project shall be considered while making the Financial Proposal.

(ii) The Financial Proposal shall consider all expenses and tax liabilities including GST (as applicable). Please note that the remuneration which you earn from the contract will be subject to normal tax liability in India. Kindly contact the relevant tax authorities for further information, if required.

(iii) Costs shall be expressed in the amount in rupees.

(iv) Deduction of tax at source as per applicable laws shall be made.

(v) The Financial Proposal is exclusive of all out-pocket expenses which may be incurred regarding site surveys, sampling, analysis, investigations, travel, accommodation, documentation and communication, during the period of concession. The Financial Bid is exclusive of all taxes, i.e. income tax, professional tax, education cess and GST, etc.

3.8 Format and signing of Bid

3.8.1 The Bidder shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received online through e-tender mode in the specified format and complete in all respects.

3.8.2 The Bidder shall prepare one original set of Technical Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP with Pre-Bid Clarification & Addenda, if any) and clearly marked "**ORIGINAL**".

3.8.3 The Bidder shall submit the Bid online with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialed by the Authorised Representative of the Bidder as per the terms of this RFP. Submission of a hard copy of the bid is optional and may be provided after the online bids are opened. Only bids submitted online will be considered for evaluation. However, legal documents such as a Power of Attorney, a Non-Blacklisting Undertaking, and proof of payment for the Bid document fee must be submitted in original.

3.8.4 The Technical Proposal shall be typed or written in indelible ink and signed by the Authorised Signatory of the Bidder who shall initial each page. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, pre-bid clarifications, addenda, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Bid must be hard-bound with Page Numbers on each page. The Proposals must be properly signed by the authorised representative (the "Authorised Representative") as detailed below:

i) By a Partner, in case of a Partnership firm and/or Designated Partner in case of Limited Liability Partnership, authorised by other partners

ii) By a duly Authorized person holding the Power of Attorney (with supporting charter document, in case of a Limited Company or a Corporation.

3.8.5 Copy of the Power of Attorney and a Consortium Agreement in case of Consortium along with Power of Attorney in non-judicial stamp paper certified under the hands of a Partner or Director of the Bidder/ Members of Consortium and notarised by a notary public in the form as specified in **Annexure III.**

3.8.6 Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and evaluation will be carried out only based on Documents received by the closing time of Proposal Due Date. Unsolicited material, if submitted by the Bidder, will be summarily rejected. The Authority reserves the right to seek clarifications in accordance with the provisions set out in this RFP.

3.9 Online Submission of Bids

3.9.1 The bidders must submit their respective bids online, as per the instructions provided on the website https://eproc2.bihar.gov.in for online submission of bids. The bidders shall submit their Bids, duly completed in all respects, on or before the due date for bid submission, after signing them with the Digital Signature of their authorised representatives. The Bid submitted online by the Bidder shall be in the following parts:

a) Part 1: This shall be known as "Envelope-A- Technical Proposal **and** Bid Document Fees & Earnest Money Deposit" and shall contain the documents as mentioned in this RFP

a) Part 2: **This shall be known as "Envelope** B- **the Financial Proposal" and** shall contain the Offer of the Bidder as mentioned in this RFP.

3.10 Physical Submission of Bids is not permitted.

3.10.1 Submission of the hard copy of the bid is prohibited. Only bids submitted online will be considered for evaluation.

3.10.2 Physical submission of Bids will not be considered and will result in disqualification of the Bidder. It will be submitted online only.

3.11 Late Proposals

3.11.1 The Bidder must positively complete the online e-tendering procedure at https://eproc2.bihar.gov.in. Proposals received by the Authority after the specified time on the Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

3.12 The Authority shall not be responsible in any way for delay/difficulties/inaccessibility of the downloading facility from the website for any reason whatsoever. Bid Validity Period

3.12.1 The bids shall remain valid for a period specified in the Bid Data Sheet from the due date of bidding as prescribed by the Authority. The validity of the bid can be extended for a period as per project requirement and approval from the Authority.

3.13 Proposal Due Date (PDD)

3.13.1 The due date and time of the online bid submission is as mentioned in the Bid data sheet.

3.13.2 The Online Bid should be submitted on or before the due date of bid submission.

3.13.3 The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with the provisions in this RFP uniformly for all Bidders and publish the Addendum on the website of https://eproc2.bihar.gov.in

3.14 Withdrawal, Substitution and Modification of Bids

3.14.1 The Bidders can withdraw and modify their respective online submitted bids till the end of the due date of bid submission. The Bidder will not be able to modify a Bid after the due date of submission of these Bids. The bid for which a withdrawal request has been received by the Authority after the due date of bidding shall be declined. Any change/ modifications/ alteration in the bid by the Bidder shall be liable for rejection, and the Authority reserves the right to forfeit the EMD of the Bidder at its sole discretion.

4 Bid Opening and Evaluation

4.1 Procedure for Bid opening & Evaluation

4.1.1 The Authority-designated officer will open the Bids online on the Proposal Due Date as specified in the Bid Data Sheet. In case the due date for opening the tender falls on a holiday, the due date shall be shifted to the next working day, with no prior intimation.

4.1.2 Envelope 'A' shall be opened first online at the time and date notified and its contents shall be checked. In cases where Envelope 'A' does not contain all requisite documents, such bid shall be treated as non- responsive, and the Envelope "B" of such bid shall not be opened.

4.1.3 In the next step of evaluation, the Envelope ‘B’ shall be opened online at the time and date notified. The Bidder shall have the freedom to witness the opening of Envelope ‘B’ of the Bid.

4.1.4 A detailed Technical Evaluation of the responsive bids shall be carried out as per Section – III Clause 6.

4.1.5 Envelope 'B' (Financial Bid) of bidders who are not qualified in the Technical Bid (Envelope 'A') shall not be opened.

4.1.6 Envelope 'B' (Financial Bid) of the technically qualified bidders shall be opened online at the notified date & time. The Bidder shall have the freedom to witness the opening of Envelope 'B'.

4.1.7 After opening Envelope 'B ', the Financial Bid shall be checked for responsiveness. A Financial Bid shall be responsive if it has been submitted in the manner specified in this RFP. If the Financial Bid of a Bidder is non-responsive, it shall be excluded from the bidding process.

4.1.8 The Authority will not entertain any query or clarification from Bidders who fail to qualify at any stage of the bidding Process.

4.1.9 The Bidders are advised that selection should be entirely at the discretion of the Authority. The Bidders will be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the bidding Process or selection of bidder.

4.1.10 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors, or assigns, but shall be binding against the Bidder if the work is subsequently awarded to it.

4.1.11 The Authority's designated officer will subsequently examine and evaluate the Bids in accordance with the provisions set out in this section.

4.1.12 Proposals shall first be checked for responsiveness with the requirements of the RFP, and only those Proposals which are found to be responsive would be further evaluated for qualification in accordance with the criteria set out in this RFP.

4.1.13 The Technical proposal shall be evaluated next based on the criteria set out in this RFP document. The Financial bids of only those bidders who qualify for the technical qualification shall be opened.

4.1.14 After Financial Evaluation, Tender Evaluation Committee (TEC) will submit report to Tender Committee for Approval. After approval by Tender Committee, further procedure will be carried out.

4.1.15 The Authority has the right to reject or accept any bid if there is a conflict between the Bidder & Tender Committee.

4.2 Clarifications

4.2.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Bidder during the evaluation period. 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) shall be in writing. If a Bidder does not provide clarifications sought within the prescribed 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 required clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority. The Authority may forfeit the bid security if the Bidder does not submit the requested clarification within the specified time.

4.2.2 The Bidders are advised that the evaluation of Proposals will be entirely at the discretion of the Authority. The Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.

4.2.3 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if any Project is subsequently awarded to it under the Bidding Process based on such information.

4.2.4 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any Proposal without assigning any reasons.

5 Award of Project

5.1 Process

5.1.1 Prior to the expiration period of proposal validity, the Client will notify the qualified bidders in writing by registered letter/ email and invite them to negotiate the Letter of Award (LOA) (if required).

5.2 Indemnity

a. The Concessionaire shall indemnify the Authority in respect of any costs or damages howsoever arising out of or related to breach of warranty or representation, Letter of Award (LOA) or statutory duty, or tortious acts or omissions by the Concessionaire or the Concessionaire's Personnel or any claims made against the Authority by third parties in respect thereof.

b. All other statutory taxes, statutory dues, local levies, as applicable, shall be remitted to the Government by the bidder in addition to the remittance of quoted user Fee to the PSCL. The successful bidder shall indemnify PSCL from any claims that may arise from the statutory authorities in connection with this user Agreement.
c. The successful bidder shall be solely responsible for paying all the statutory payments/dues, taxes and duties, royalties, revenue etc to statutory bodies and PSCL shall not be responsible for payment of such dues in any manner. The successful bidder shall also indemnify PSCL against payment of all such dues to statutory bodies and against the imposition of any penalty arising from non-payment of any such dues or any other account whatsoever.
d. Successful bidder will provide all the data, material etc required for advertisement operation and shall be solely responsible for display of Digital media on existing LED Screens at his own cost. Any damages/liability in this regard will be borne solely and wholly by the agency. The successful bidder shall indemnify and keep indemnified PSCL against any loss /damage to any person/ property from any legal suit/claim filed on this account by any third party. The successful bidder will at all times abide by all safety procedures and rules as may be stipulated by local bodies/ PSCL from time to time.
e. The successful bidder shall fully indemnify PSCL against any actions, claims related to design/patent/trademark etc. and shall be solely responsible for payment of royalties etc. which may be payable for any item included in the contract.
f. The successful bidder shall indemnify and keep indemnified the PSCL against all losses and claims for injuries or damage to any persons or any property whatsoever which may arise out of or in consequence of the construction and maintenance of works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.
g. The successful bidder agrees and undertakes to indemnify and keep indemnified PSCL harmless against any and all liabilities, Losses, damages, claims, expenses suffered by the PSCL as a result of any breach committed by him on this account.
h. The advertising rights for the above-mentioned awarded site shall vest with the bidder. Any person who wishes to advertise on the LED Screens at the above-mentioned site will deal directly with the Bidder and will have no dealings with the PSCL or make any claim against the PSCL for omission or commission, etc., of the Bidder. The bidder shall indemnify and keep indemnified the PSCL from any such claims or actions.
i. In such case, the party shall indemnify PSCL on account of penalty/ any other charges due to SBPDCL/ local electricity supply body, and PSCL shall not in any manner be responsible for payment of such dues/ penalty, etc.

5.3 Award of Contract (LOA)

5.3.1 Upon completion of negotiations and submission of the Performance Security by the successful bidder, the Authority shall issue a Letter of Award ("LOA") to the Selected Bidder.

5.3.2 Failure of the successful Bidder to sign/accept the Letter of Award (LOA) shall constitute sufficient grounds for the annulment of the selection within the period specified herein.

5.3.3 PSCL reserves the right, at its sole discretion, to award work to one or more agencies and shall not be obligated to award work to every bidder. The issuance of the LOA shall be governed by the criteria specified in Clause 6 of this RFP. The invitation of proposals under this RFP shall not constitute any commitment or obligation on the part of PSCL to award any work.

5.3.4 Following receipt and acknowledgement of the LOA by the Selected Applicant, the Selected Applicant shall execute the Agreement within fifteen (15) working days. No request for modifications, deviations, or amendments to the Agreement shall be entertained. The Managing Director, PSCL, shall be the competent authority for execution of the Agreement. The Agreement shall be signed on behalf of Patna Smart City Limited by the Managing Director or any officer(s) duly authorised by the Managing Director.

5.4 Performance Security / Performance Bank Guarantee (PBG)

5.4.1 The successful bidder within fifteen (15) days of acceptance of Letter of Award, shall furnish an irrevocable and unconditional **Performance Security** as **Performance Bank Guarantee** (PBG) contract/agreement value equal to 5% of the contract/agreement value of a nationalised or scheduled Bank in India in the form set forth as Annexure – XI.

5.4.2 The PBG shall be valid up to 90 days after the date of completion of the concession Period as per Letter of Award (LOA). The proceeds of the PBG shall be payable to the Authority as compensation for any loss resulting from the Concessionaire's failure to complete its obligations under the Letter of Award (LOA) and Concession Agreement (CA).

5.4.3 The PBG shall be discharged by the Authority and returned to the Concessionaire not before 90 days following the date of completion of the Concessionaire's performance obligations, including any Warranty obligations, under the Letter of Award (LOA) and any Concession Agreement (CA).

5.5 Execution of Letter of Award (LOA)

5.5.1 After submission of Performance Security as aforesaid by the Selected Bidders, they will execute the Letter of Award within the period of 15 days

5.6 Execution of Concession Agreement (CA)

5.6.1 After receiving the Letter of Award (LOA) from Authority, the Authority and the Selected Concessionaire will execute the Concessionaire Agreement (CA) as and when required by Authority. The Concessionaire will not be entitled to seek any deviation in the Concession Agreement.

5.7 Commencement of Project

5.7.1 The Concessionaire shall commence the Project at the Project site within 2 (Two) Weeks of the date of the Concession Agreement (CA) or such other date as may be mutually agreed or mentioned in the Concession Agreement (CA). If the Concessionaire fails to commence the works as specified herein, Authority shall direct the Concessionaire to commence the Works.

On receipt of such communication from Authority, the Concessionaire must commence the work within two weeks from the date of issue of such directions. In case the Concessionaire does not abide by such communication received from the Authority within two weeks' time, it shall constitute enough grounds for forfeiture of the Performance Bank Guarantee (PBG). The Concessionaire must replenish the Performance Bank Guarantee (PBG) and submit the same to the Authority within 15 (fifteen) days from the date of forfeiture and commence the Works at the Project site/ULB.

5.7.2 **Fraud and Corrupt Practices** - The Bidders and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this Invitation to RFP document, the Authority shall reject the RFP without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder 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 selection Process.

5.7.3 For the purposes of Clause above, 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 Contract / Concession Agreement or arising there from, before or after the execution there of, 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 Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the Concession 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, to influence the Bidding Process.

c) ***Coercive practice*** means impairing, 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.

5.8 Insurance

5.8.1 The Selected Agency shall, at its own cost, procure and maintain throughout the Contract Period adequate insurance coverage for all risks arising out of the operation, management, maintenance, commercial use, and advertisement display on the Outdoor Digital LED Screens allotted under this RFP. Such insurance shall include, but not be limited to, Public Liability Insurance, Commercial General Liability Insurance, Property and Asset Insurance, Fire and Electrical Risk Insurance, Workers' Compensation / Employees' Compensation Insurance, Employer's Liability Insurance, Professional Indemnity Insurance, Media / Advertising Liability Insurance, Cyber Liability Insurance, and Motor Vehicle Insurance, as applicable.

5.8.2 Without prejudice to the generality of LoA, the Concessionaire shall maintain, at a minimum, the following insurance policies:

a) **Public Liability Insurance**, covering death, bodily injury or property damage arising out of the operation and maintenance of the Facility.

b) **Third Party Liability Insurance**, covering all liabilities arising from the acts or omissions of the Concessionaire, its employees, agents or subcontractors.

c) **Workmen's Compensation / Employees' Compensation Insurance** and such other insurance as may be required under the Employees' Compensation Act, 1923, the Employees' State Insurance Act, 1948 and other applicable labour laws in respect of all personnel deployed for the Project.

d) **Fire and Special Perils Insurance** covering the Project Facilities and assets handed over by the Authority to the extent of the Concessionaire's responsibility under this Agreement.

e) **Insurance for Plant, Machinery, Equipment, Vehicles and Other Assets** deployed by the Concessionaire for execution of the Project; and

f) Any other insurance as may be required under Applicable Laws, statutory regulations or as reasonably directed by the Authority.

5.8.3 All insurance policies shall be maintained in full force and effect throughout the Concession Period. The Concessionaire shall ensure the timely renewal of such policies to prevent any interruption in coverage.

5.8.4 The Authority, Patna Smart City Limited, Patna Municipal Corporation, and/or any other relevant government authority shall, wherever permissible, be named as additional insureds under the relevant policies. The Selected Agency shall submit certificates of insurance and proof of premium payment before commencement of operations and shall ensure timely renewal of all policies. Failure to maintain valid insurance shall constitute a material breach of the Agreement and may result in suspension, recovery of costs, encashment of security, or termination of the Agreement.

5.8.5 Failure to obtain or maintain the required insurance shall constitute a material breach of the Concession Agreement. Without prejudice to any other rights available under the Authority, the Authority may require the Concessionaire to procure such insurance within a specified period; failing which, the Authority may procure the insurance at the risk and cost of the Concessionaire and recover the expenses from any amounts due or from the Performance Security.

5.8.6 The maintenance of insurance shall not limit or reduce the Selected Agency's liabilities, indemnities, or obligations under the RFP, Agreement, or applicable laws.

Section II – Bid Data Sheet (BDS)

A. Introduction	
1	PATNA SMART CITY LIMITED 4th Floor Patna Smart City Building, SSP Office, North of Gandhi Maidan, Patna 800001, (Bihar) INDIA email: pscl-bih@gov.in, patnasmartcity.pscl@gmail.com Phone No. +91 0612 2219180
2	The name of the bidding is: "Selection of an Agency for Allotment of Exclusive Outdoor Advertisement Rights on Existing Outdoor Digital LED Screens and Other Identified Assets of Patna Smart City Limited."
B. Bidding Document	
3	All correspondence, collection and submission of bidding documents is to be made at: Designation: Managing Director PATNA SMART CITY LIMITED Contact No - +91 0612 2219180 Email ID: pscl-bih@gov.in, patnasmartcity.pscl@gmail.com
C. Preparation of Bids	
4	The language of the Bid is: English Response to the bids in English
5	Only one bid for the subject RFP shall be submitted by each Bidder.
6	Alternative Bids are not permitted.
7	The currency of the Bid shall be Indian rupees.
8	The bid validity period shall be 120 days.
D. Submission and Opening of Bids	
9	Online Bid is to be submitted by one Bidder
10	Joint Venture (JV) /Consortium is Not Allowed.
E. Evaluation, and Comparison of Bids	
11	The Bidders must submit a **financial bid through online mode only.**

Section III: Evaluation Criteria

This Section complements the Instructions to Bidders. It contains the criteria that the Authority may use to evaluate a bid and determine whether a Bidder has the required qualifications. No other criteria shall be used.

6 Technical Evaluation Criteria

Technical Proposal shall be evaluated to check responsiveness based on “Conditions of Eligibility of the Bidder” set out in clause no. 1.8 for Financial and Technical Capacity of the bidder. This is a pass/fail evaluation on the basis of minimum passing marks of 70 out of Maximum possible 100 marks, and no weightage is given at this stage.

7 Evaluation of Financial Bid:

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

Bid documents submitted without a Financial Bid / Conditional Financial Bid will be liable for rejection.

The Financial Bids will be evaluated based on the Combined Annual Charges payable (H1) following the technical evaluation indicated above.

The Financial Bid of the bidder shall comprise the following two components:

(a) Fixed Rental (FR):

The Annual Fixed Rental quoted by the bidder for Contract Year 1 for grant of advertisement and monetisation rights in respect of the 27 Outdoor Digital LED Screen Units and other assets included in the Scope of Work.

(b) Revenue Share (RS):

The percentage of Gross Advertisement Revenue (GAR) quoted by the bidder and payable to PSCL in addition to the Fixed Rental.

Total Consideration = Applicable Fixed Rental + (Gross Advertisement Revenue × Quoted Revenue Share %)

The bidder shall quote both components in the prescribed Financial Bid. Failure to quote either component shall render the Financial Bid non-responsive.

7.1 Commercial Consideration Payable to PSCL

The Selected Agency shall pay to PSCL both the Fixed Rental and the Revenue Share.

Accordingly, the total commercial consideration payable to PSCL shall be:

For avoidance of doubt, the Revenue Share shall be over and above and in addition to the Fixed Rental and shall neither be adjusted against nor subsumed within the Fixed Rental.

7.2 Financial Bid Evaluation Criteria

The Financial Bids of technically qualified and responsive bidders shall be evaluated through a Composite Financial Score based on the following weightages:

Sr. No.	Criteria	Max Marks	Evaluation
(1)	Reserved Annual Fixed Rental Charges per year (in Rs.)	70	A bidder quoting the Reserved Annual Fixed Rental Charges per year (in Rs.) shall receive full weightage. All other bidders' marks shall be pro-rata based on the highest quote obtained.
(2)	Revenue Share (%) beyond annual charges	30	Bidder quoting the highest Revenue Share (%) beyond Reserved Annual Fixed Rental Charges shall get full marks. All other bidders' marks shall be prorated based on the highest quote obtained.
	TOTAL	100	

Financial Parameter	**Weightage**
Fixed Rental (FR)	**70%**
Revenue Share (RS)	**30%**
Total	**100%**

(a) Fixed Rental Score (FRS)

FRS = (Fixed Rental quoted by the Bidder ÷ Highest Fixed Rental quoted amongst responsive bidders) × 100

(b) Revenue Share Score (RSS)

RSS = (Revenue Share % quoted by the Bidder ÷ Highest Revenue Share % quoted amongst responsive bidders) × 100

(c) Combined Financial Score (FS)

$$FS = (FRS \times 0.70) + (RSS \times 0.30)$$

The Financial Score shall be calculated up to two decimal places.

7.3 Selection of H1 Bidder

Illustration of Financial Evaluation as per above criteria:

Bidder's Quote	Details	Bidder 1	Bidder 2	Bidder 3	Bidder 4	Bidder 5	Highest Quote
Reserved Annual Fixed Rental for first contract year in Rupees _Crore	Weightage - 70%	1.5	1.7	1.9	1.8	1.6	1.9
Revenue Share in percentage (%)	Weightage - 30%	40	30	25	30	35	40
Calculation of (a) Fixed Rental Score (FRS)	(a) Fixed Rental Score (FRS) FRS = (Fixed Rental quoted by the Bidder ÷ Highest Fixed Rental quoted amongst responsive bidders) × 100	78.95	89.47	100.00	94.74	84.21	
Calculation of (b) Revenue Share Score (RSS)	(b) Revenue Share Score (RSS) RSS = (Revenue Share % quoted by the Bidder ÷ Highest Revenue Share % quoted amongst responsive bidders) × 100	100	75	62.5	75	87.5	
Calculation of (c) Combined Financial Score (FS)	(c) Combined Financial Score (FS) FS = (FRS × 0.70) + (RSS × 0.30)	85.26	85.13	88.75	88.82	85.20	88.82
Final Ranking		H3	H5	H2	H1	H4	

Note: The figures shown in the above illustration are for illustrative purposes only and are intended to facilitate bidders' understanding

a. The bidder obtaining the highest Combined Financial Score (FS) shall be ranked as the H1 / Highest Ranked Bidder and shall be considered for award of the contract, subject to fulfilment of all requirements of the RFP and approval of the Competent Authority.

b. In the event that two or more bidders obtain the same Combined Financial Score, the bidder quoting the higher Fixed Rental shall be ranked higher. If the Fixed Rental is also identical, the bidder quoting the higher Revenue Share percentage shall be ranked higher.

c. Further, if multiple bidders have quoted the same rates (the "Tie Bids"), then the Bidder with the higher average annual turnover as set out in clause 1.8.4 (a) will be selected. In case the Bidders have the same average annual turnover, the award of the work will be at the sole discretion of the Authority.

d. It is mandatory for the Bidder to bid for the entire facility proposed in this tender in their financial bid.

Part II: Terms of Reference (TOR)

8 Definitions

The words and expressions beginning with capital letters and defined in this RFP shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

a) "**Performance Bank Guarantee**" means the Bank Guarantee to be submitted by the Selected Bidder Authority at the time of signing of Concession Agreement (CA).

b) "**Affected Party**" shall mean the party claiming to be affected by a Force Majeure Event.

c) "**Applicable Laws**" shall mean all laws, brought into force and effect by GOI, the State Government or Local Government including rules, regulations and notifications made thereunder and judgments, decrees, injunctions, writs and orders of any court of record, applicable to this RFP and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this RFP;

d) "**Assignment**" means the work assigned to the Selected bidder through a Concession Agreement (CA).

e) "**Bid**" shall mean the documents in their entirety comprised in the Bid submitted by the {Bidder/Consortium} in response to the Request for Proposals (RFP) in accordance with the provisions thereof.

f) "**Conflict of Interest**" shall have the meaning set forth in Clause 1.9 read with the provisions of the RFP.

g) **"Concessionaire"** means the entity selected by the Authority pursuant to this Tender and with whom the Authority enters into the Concession Agreement for the monetisation, management and operation of the Project in accordance with the terms thereof.

h) **Concession Agreement**" means the Agreement signed by all the parties along with this Agreement, its Recitals, LOA (Letter of Award) and any amendments made in accordance with the provisions hereof.

i) "**Dispute**" shall have the meaning set forth in 10.22 of ToR;

j) "**Effective Date**" means the date of signing of the Concession Agreement (CA).

k) "**Award Date**" means date of signing of Letter of Award (LOA).

l) "**Good Industry Practice**" shall mean the practices, methods, techniques, designs, standards, compliances, skills, diligence, efficiency, reliability and prudence, which are generally and reasonably expected from a reasonably skilled and experienced operator engaged in the same type of undertaking as envisaged under this Agreement and which would be expected to result in the performance of its obligations by the Concessionaire /Concessionaire in accordance with this Agreement, Applicable Laws, and Applicable Approvals, in a reliable, safe, economical, and efficient manner.

m) "**GoB**" means the Government of Bihar.

n) "**Government Agency**" shall mean GoI, GoB, the Authority or any Participating ULBs or any State Government or governmental department, division or sub-division of the Government and includes Commission, Board, Body, Bureau, Agency, Authority, Instrumentality, Court or Other Judicial or Administrative Body, Central, State or Local, having Jurisdiction over Concessionaire, the Site/Project Facilities or any portion thereof, for the performance of all or any of the services or obligations of Concessionaire under or pursuant to this Agreement.

o) "**INR**, **Re**. or **Rs**." means Indian Rupees.

p) "**Member**", in case the "Concessionaire" consists of a joint venture or consortium of more than one entity, means any of these entities, and "Members" means all these entities.

q) "**Municipal Corporation**" means an urban local body established under the relevant Municipal Corporation Act or regulation.

r) "**Party**" means the Authority or the Concessionaire, as the case may be, as mentioned in the RFP and Concession Agreement (CA).

s) "**Performance Bank Guarantee**" means the Bank Guarantee to be submitted by the successful Bidder to the Authority at the time of signing of the Contract / Concession Agreement (CA)

t) "**Personnel"** means professional and support staff provided by the Concessionaire and assigned to perform the service in full or in part thereof.

u) "**Proposal due Date (PDD) / Bid due Date**" shall mean the last date of filing the Bid as notified by the Authority.

v) "**RFP**" means the Request for Proposal document in response to which the Concessionaire's proposal for providing Services was accepted.

w) "**Services**" means the work to be performed by the Concessionaire pursuant to this RFP, as described in the Terms of Reference hereto and Concession Agreement (CA).

x) **"Successful Bidder"** shall mean the party selected by the Authority, through a competitive bidding process as per this RFP.

y) "**Termination**" shall mean early termination of this Agreement pursuant to Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include expiry of this Agreement due to efflux of time in the normal course.

z) "**Termination Date**" shall mean the date specified in the Termination Notice as the date on which Termination occurs/comes into effect.

aa) "**Termination Notice**" shall mean the Notice of Termination by either Party to the other Party, in accordance with the applicable provisions of this Agreement.

bb) **"**Third **Party**" means any person or entity other than the Government, the Authority, the Concessionaire, **and its approved contractors or service providers**, as applicable.

cc) **Gross Advertisement Revenue**" shall mean the total amount billed/received/receivable by the selected agency from advertisers, sponsors, media agencies, intermediaries or any other entity from exploitation of the advertisement/commercial rights granted under the Agreement, before deduction of agency expenses, commissions, marketing costs, manpower expenses or any other expenditure, but excluding applicable GST, subject to detailed provisions of the Agreement.

Total Consideration = Applicable Fixed Rental + (Gross Advertisement Revenue × Quoted Revenue Share %)

No advertisement revenue may be received outside the approved accounting mechanism.

9. Scope of Work

The selected agency shall be responsible for end-to-end monetisation of the advertisement inventory.

The scope shall include:

Advertisement Marketing
The agency shall:
* Identify potential advertisers;
* Undertake marketing and business development;
* Procure advertisements from corporate entities, government departments, PSUs, institutions and other eligible advertisers;
* Develop advertising packages;
* Undertake media planning;
* Manage client relationships;
* Maintain advertisement booking records; and
* Maximise occupancy/utilisation of available advertising inventory.

Permissible Revenue Streams

Subject to PSCL approval and applicable law, monetisation may include:
1. Corporate advertisements;
2. Government campaigns;
3. PSU advertisements;
4. Institutional advertisements;
5. Event advertisements;
6. Sponsorship arrangements;
7. Tourism and destination promotion;
8. Public-event promotion;
9. Campaign-based advertisements;
10. Timeslot advertising;
11. Location-based advertising;
12. Dynamic pricing of premium advertisement slots;
13. Approved naming/branding/sponsorship rights;
14. Integrated advertising packages covering multiple PSCL assets;
15. Other innovative advertisement revenue streams approved by PSCL.

Patna Smart City Limited (PSCL) has installed Outdoor Digital LED Screens at various strategic locations in Patna, and, in addition, there are other assets that can be monetised through advertising policies, generating sustainable revenue streams through the commercial utilisation of existing infrastructure.

Infrastructure Facility:

ASSETS PROPOSED FOR MONETISATION

Outdoor Digital LED Screens
The primary assets covered under the RFP shall comprise:
Total Outdoor Digital LED Screens Units: 27
A detailed location-wise inventory shall be provided in Annexure-X.

Other PSCL Assets:

PSCL may also include advertisement inventory available at or associated with other identified assets, including, where permissible:

* Foot Overbridges – one at Gandhi Maidan Gate No. 1 and second at MLCP Maurya Lok
* 10 IPT stands;
* Commercial/community facilities;
* Public convenience infrastructure;
* Digital screens/display systems;
* Smart City Street furniture;
* Designated commercial spaces;
* Parking infrastructure;
* Other PSCL-owned/managed assets specifically notified by PSCL.

No advertisement right over any additional asset shall automatically vest in the selected agency. Such rights shall arise only upon written inclusion/approval by PSCL and execution of the necessary supplementary arrangement, wherever required.

Existing O&M / AMC Arrangements

Notwithstanding anything contained in this RFP, where the Operation & Maintenance (O&M), Annual Maintenance Contract (AMC), Comprehensive Maintenance Contract (CMC), or any other maintenance/service obligation in respect of any VMD or other asset covered under this RFP is presently being carried out by an existing agency under a valid contract with PSCL, such existing agency shall continue to perform its obligations until the expiry or earlier termination of its existing contract, in accordance with the terms and conditions thereof.

The Selected Agency under this RFP shall not interfere with, obstruct, duplicate, or otherwise adversely affect the rights and obligations of such existing O&M/AMC agency during the subsistence of its contract. The Selected Agency shall extend all necessary cooperation and coordination to the existing agency for carrying out its contractual obligations.

During such period, the Selected Agency shall primarily exercise the advertisement, marketing and monetisation rights granted under this RFP and shall not claim any exclusive O&M/AMC rights over the concerned assets.

Upon expiry or termination of the existing O&M/AMC contract, the responsibility for O&M/AMC of the concerned asset shall be on the selected agency in accordance with the terms of this RFP/Agreement

No claim for compensation, reduction in Fixed Rental, Revenue Share, extension of the Contract Period, or any other financial relief shall be admissible to the Selected Agency merely on account of continuation of an existing O&M/AMC arrangement, provided that the advertisement/monetisation rights granted under this RFP remain available to the Selected Agency.

Potential Revenue Generation Avenues through Advertisements

- **Commercial Brand Advertisements**
- **Corporate Campaigns and Product Launches**
- **Government and Public Awareness Campaigns**

- **Event Promotion and Sponsorship Advertising**
- **Location-Based Advertising**
- **Time-Slot-Based Advertising**
- **Dynamic and Short-Duration Ad Slots**
- **Institutional and Educational Advertisements**
- **Local Business Promotions**
- **Sponsored Public Information Displays**
- **Festival and Seasonal Advertising Packages**
- **Premium Branding Packages**

The above sources are indicative only and have been provided solely to enable prospective Participants to understand the Project's commercial potential. Participants are advised to conduct their own due diligence, site inspections, market assessments, and financial analyses before submitting their bid proposals.

Patna Smart City Limited neither guarantees, warrants, nor assures the realisation of any projected revenue. The selected Bidder shall not be entitled to make any claim for compensation, damages, or relief arising from any discrepancy between the anticipated revenue and the actual revenue generated during the concession period.

GOVERNMENT/PUBLIC INFORMATION RESERVATION:

PSCL shall retain the absolute and unrestricted right to use the Outdoor Digital LED Screens and other display assets, at its sole discretion, for public-purpose communications, including but not limited to government messages, emergency communications, disaster management information, traffic advisories, public-service announcements, Smart City information, municipal information, Government of Bihar campaigns, Government of India campaigns, and any other communication deemed necessary in the public interest.

PSCL may prescribe a specified percentage/time inventory (Refer clause 1.3 f) for such public-purpose communication.

Such reserved inventory shall not confer upon the selected agency any right to claim compensation unless specifically provided in the Agreement.

Emergency/public-safety messages shall have overridden priority over commercial advertisements.

Advertisement Policy and Content Regulation

All advertisements displayed on the Outdoor Digital LED Screens and other display assets shall strictly comply with all applicable policies, guidelines, laws, by-laws, and directions, including but not limited to:

- Applicable Advertisement Policy and Guidelines of Patna Municipal Corporation;

- Applicable municipal advertisement by-laws;
- Directions, instructions, and approvals issued by PSCL;
- Guidelines issued by the Government of Bihar;
- Applicable laws, rules, and regulations of India;
- Directions issued by competent statutory, municipal, regulatory, or judicial authorities; and
- Any amended, revised, or new advertisement policy, guideline, law, or regulation that becomes applicable during the contract period.

The selected agency shall ensure that no advertisement is displayed which:

- Is obscene, offensive, indecent, or objectionable in nature;
- Promotes, encourages, or relates to any illegal activity;
- Adversely affects public morality, decency, or public order;
- Promotes prohibited, restricted, or banned products, services, or activities;
- Contains false, deceptive, misleading, or unverified information;
- Creates or has the potential to create religious, caste-based, communal, ethnic, or social disharmony;
- Infringes or violates any intellectual property rights, including copyright, trademark, design, or brand rights;
- Adversely affects the reputation, image, credibility, or public standing of PSCL, PMC, the Government of Bihar, the Government of India, or any public authority; or
- Is otherwise prohibited under any applicable law, regulation, policy, guideline, court order, or direction of a competent authority.

PSCL shall have the right to direct immediate withdrawal of any advertisement considered objectionable or non-compliant.

Central Advertisement Management System

The selected agency shall establish, operate, and maintain an appropriate Central Advertisement Management System or equivalent advertisement management mechanism, wherever technically feasible, for the effective scheduling, monitoring, reporting, and management of advertisements displayed on the Outdoor Digital LED Screens.

The system shall provide functionalities including, but not limited to:

- Advertisement scheduling;
- Screen-wise content management;
- Proof of display;
- Campaign monitoring;
- Uptime monitoring;
- Advertisement inventory management;
- Advertiser database management;
- Billing information;
- Occupancy/utilisation reports; and
- Revenue dashboard.

PSCL shall be provided dashboard/view access, or such other access as may be prescribed by PSCL, for monitoring, review, and verification of advertisement operations.

10. Service Level Agreement (SLA)

The Selected Agency shall maintain the following minimum service levels:

Performance parameter	Minimum requirement
Screen availability	At least 95% per screen per month
Central management/dashboard availability	At least 99% per month
Fault acknowledgement	Within 30 minutes
Remote diagnosis	Within 2 hours
Minor fault rectification	Within 24 hours
Major fault rectification	Within 48 to 72 hours
Emergency-message activation	Within 15 minutes of receipt
Unauthorised-content removal	Immediate, and not later than 30 minutes
Preventive maintenance compliance	100% as per approved schedule
Monthly O&M report	Within seven days from the end of each month
Electrical and structural safety compliance	100%

For the purpose of calculating availability:

Availability (%) = [(Scheduled Operating Hours − Attributable Downtime) ÷ Scheduled Operating Hours] × 100

Downtime attributable to the following may be excluded, subject to proper records and approval by PSCL:

1. PSCL-directed shutdown
2. Scheduled maintenance approved in advance
3. Grid power failure not attributable to the Selected Agency
4. Force Majeure Event
5. Government or regulatory restrictions
6. Shutdown required for emergency or public safety
7. Failure of equipment under the control of an existing PSCL-appointed O&M or AMC agency
8. Relocation, removal, or suspension of assets directed by PSCL

10.1 Operation and Maintenance of Facilities

The Selected Agency’s Operation and Maintenance obligations shall be limited to the assets, equipment, and components recorded in the jointly signed Asset Handover Register. The Selected Agency shall not be responsible for latent defects, pre-existing damage, expired useful life, design deficiencies, or major capital replacement unless such damage or replacement becomes necessary due to the Selected Agency’s negligence, misuse, unauthorised modification, or failure to carry out the prescribed maintenance.

Operation and Maintenance of Outdoor Digital LED Screens

1. General Responsibility

The Selected Agency shall be responsible for the operation, routine maintenance, preventive maintenance, breakdown maintenance, cleaning, monitoring, security, and upkeep of the Outdoor Digital LED Screens and associated equipment handed over by PSCL throughout the Concession Period.

The Selected Agency shall maintain the LED Screens in safe, clean, serviceable, and commercially operable condition and ensure uninterrupted display of approved commercial advertisements, government communications, emergency messages, and public-service content in accordance with the RFP, Concession Agreement, applicable laws, and directions issued by PSCL.

The Selected Agency shall deploy adequate qualified personnel, tools, testing equipment, consumables, spare parts, vehicles, software, and other resources required for fulfilling its Operation and Maintenance obligations at its own cost.

2. Assets Covered under Operation and Maintenance

The Operation and Maintenance obligations shall cover the following equipment and components, to the extent handed over to the Selected Agency:

1. Outdoor Digital LED display panels and modules

2. LED cabinets and supporting frames
3. Display controllers and receiving cards
4. Media players and content-control devices
5. Video processors and sending cards
6. Power supply units and distribution systems
7. Electrical panels, switches, MCBs, MCCBs, contactors, and isolators
8. Electrical wiring, cables, connectors, and terminations
9. Earthing, lightning protection, and surge-protection systems
10. Uninterruptible Power Supply units, stabilisers, and backup power systems, wherever installed
11. Network equipment, routers, switches, modems, and communication devices
12. Central Advertisement Management System and associated software, wherever applicable
13. Structural frames, supports, poles, enclosures, and weatherproof cabinets
14. Cooling, ventilation, and temperature-control systems installed for the LED Screens
15. CCTV cameras or security devices dedicated to the LED Screens, wherever handed over
16. Associated signage, identification plates, and safety notices
17. Any other accessory or equipment specifically included in the asset handover record

An item-wise asset register, including the make, model, serial number, technical specifications, working condition, warranty status, and location of each asset, shall be prepared and jointly signed by PSCL and the Selected Agency at the time of handover.

3. Operation of LED Screens

The Selected Agency shall:

1. Operate the LED Screens according to the daily operating schedule approved or prescribed by PSCL.
2. Ensure that only advertisements and content approved by PSCL or otherwise permitted under the approved content protocol are displayed.
3. Manage the scheduling and rotation of commercial advertisements, government messages, social-awareness messages, emergency communications, and other approved content.
4. Provide PSCL with authorised access to the advertisement-management platform or dashboard for monitoring content, schedules, screen status, proof of display, and utilisation.
5. Ensure that emergency messages and public-safety communications issued by PSCL receive immediate priority over commercial advertisements.
6. Ensure that the screens operate at brightness levels appropriate to the time of day, surrounding conditions, traffic safety requirements, and applicable environmental or municipal regulations.
7. Ensure that no audio content is played through the LED Screens unless specifically permitted in writing by PSCL and allowed under applicable laws.
8. Maintain accurate screen-wise logs containing:
    - Operating hours
    - Advertisement schedules
    - Government and social-message display hours
    - Screen uptime and downtime
    - Fault details
    - Maintenance activities
    - Advertiser-wise proof of display
    - Emergency-message display records
9. Prevent unauthorised access, tampering, alteration, replacement, or deletion of displayed content.
10. Ensure that commercial advertisements do not interfere with traffic signs, traffic signals, CCTV surveillance, public utilities, or public-safety infrastructure.

4. Preventive Maintenance

The Selected Agency shall prepare and submit a comprehensive Preventive Maintenance Plan within 15 days from the date of handover of the assets.

Preventive maintenance shall be undertaken in accordance with the recommendations of the Original Equipment Manufacturer, applicable technical standards, approved maintenance manuals, and good industry practices.

The preventive maintenance activities shall include, at a minimum:

4. Daily or Remote Monitoring

1. Monitoring the operational status of every screen

2. Checking content playback and scheduling
3. Monitoring brightness and display quality
4. Identifying blank screens, frozen content, distorted images, colour mismatch, or flickering
5. Monitoring connectivity, controller status, and system alarms
6. Maintaining uptime and fault logs

4. Weekly Inspection

1. Visual inspection of the screens and associated equipment
2. Inspection for loose electrical connections or exposed wiring
3. Checking ventilation and cooling arrangements
4. Verifying the functioning of controllers, media players, routers, and communication devices
5. Checking cabinet locks, enclosures, and access points
6. Inspecting the screen surface for dust, dirt, stains, or physical damage

4. Monthly Maintenance

1. Cleaning the LED display surface using an approved cleaning method
2. Cleaning electrical panels, cabinets, filters, and ventilation systems
3. Testing power supplies, distribution panels, and protective devices
4. Checking communication systems and network connectivity
5. Inspection of LED modules, receiving cards, sending cards, power supplies, and video processors
6. Checking illumination, colour uniformity, resolution, and pixel performance
7. Inspection of earthing, lightning protection, and surge-protection systems
8. Inspection of structures, supports, fasteners, foundations, and weatherproofing
9. Updating software, firmware, and security patches, wherever required
10. Submission of a monthly maintenance report to PSCL

4. Quarterly and Annual Maintenance

1. Detailed structural inspection of the display structure and supporting system
2. Thermal scanning of electrical panels and major connections, wherever necessary
3. Testing of earthing resistance and electrical safety systems
4. Testing of insulation resistance and leakage protection
5. Calibration of screen brightness, colour, and display settings
6. Testing of UPS, stabilisers, backup systems, and batteries
7. Inspection of corrosion, water ingress, rust, and weather-related deterioration
8. Verification of software licenses, network security, and user-access controls
9. Replacement of worn-out or defective consumables and minor components
10. Certification of electrical and structural safety by qualified professionals, wherever prescribed by PSCL or applicable laws

Preventive maintenance should, as far as practicable, be undertaken during low-demand or non-commercial operating hours.

5. Breakdown Maintenance and Repairs

The Selected Agency shall attend to all faults, breakdowns, and operational failures promptly after detection or receipt of information from PSCL.

The Selected Agency shall:

1. Establish a 24×7 fault-reporting and escalation mechanism.
2. Maintain a central complaint register and ticketing system for recording all faults and complaints.
3. Acknowledge complaints within the period specified in the SLA.
4. Diagnose and rectify minor faults through remote or on-site support.
5. Repair or replace defective LED modules, power supplies, controllers, cables, connectors, routers, media players, and other associated components.
6. Restore affected screens within the prescribed rectification period.
7. Provide temporary or alternate arrangements where a major component cannot be repaired within the prescribed time.

1. Notify PSCL immediately where a failure creates an electrical, structural, traffic, or public-safety risk.
2. Switch off and secure any unsafe screen or equipment until the defect is rectified.
3. Submit a Root Cause Analysis report for:

- Major breakdowns
- Repeated screen failures
- Downtime exceeding the prescribed SLA

- Electrical or structural incidents
- Cybersecurity or unauthorised-content incidents

All costs associated with diagnosis, labour, transportation, consumables, tools, routine repairs, and replacement of components attributable to normal operation, routine deterioration, or the Selected Agency's acts or omissions shall be borne by the Selected Agency.
The responsibility for major capital replacement due to expiry of the useful life of the original asset should be separately defined in the Concession Agreement.

6. Minimum Service Levels
The Agency shall abide minimum Service Levels as indicated in clause 10 – Service Level Agreement (SLA) above.

7. Cleaning and Housekeeping
The Selected Agency shall keep the LED Screens and associated structures clean and presentable throughout the Concession Period.
The scope shall include:

1. Cleaning the external surface of the LED displays
2. Removal of dust, stains, bird droppings, posters, stickers, and unauthorised material
3. Cleaning of equipment cabinets and ventilation systems
4. Removal of vegetation or obstructions affecting visibility or equipment access, subject to PSCL approval
5. Maintenance of the immediate operating area required for safe access to the screen
6. Removal and lawful disposal of waste generated during maintenance
7. Restoration of the site after completion of maintenance activities

Cleaning material and methods shall not damage LED modules, protective coatings, electrical equipment, structures, or surrounding public property.

8. Spares, Tools, and Consumables
The Selected Agency shall maintain adequate stock of critical spares and consumables to meet the prescribed restoration timelines.
The minimum stock should include, where compatible with the installed system:

- LED modules
- Power supply units
- Receiving cards
- Sending cards
- Video processors
- Controllers and media players
- Network switches and routers
- Communication modems
- Electrical protection devices
- Cooling fans and filters
- Cables, connectors, and termination material
- Fuses, relays, MCBs, MCCBs, and contactors
- Surge-protection devices
- Cabinet locks and weatherproof seals

The Selected Agency shall maintain a spare-parts register containing details of receipt, issue, replacement, defective components, and available balance.
Replacement components shall be new, compatible, and of equivalent or better technical specifications. No material change in design or specifications shall be undertaken without prior written approval from PSCL.

9. Electricity and Utility Management
The Selected Agency shall:

1. Monitor the electricity consumption of each LED Screen, wherever separate metering is available.
2. Pay electricity and communication charges if these obligations are assigned to it under the Concession Agreement.
3. Maintain meter readings, electricity bills, and payment records.
4. Prevent electricity theft, unauthorised connections, overloading, and unsafe wiring.
5. Ensure proper load balancing, earthing, and electrical protection.

6. Promptly report meter defects, supply interruptions, voltage fluctuations, and unsafe utility conditions to PSCL and the relevant service provider.
7. Use energy-efficient operating practices, including brightness scheduling and automatic dimming, wherever technically feasible.

No additional load or electrical equipment shall be connected without the prior written approval of PSCL and the electricity distribution company concerned.

10. Advertisement and Content Management System

The Selected Agency shall implement and maintain a secure Central Advertisement Management System, wherever technically feasible.

The system shall provide:

1. Screen-wise content scheduling
2. Centralised content upload and distribution
3. Proof-of-display records
4. Campaign-wise and advertiser-wise reports
5. Screen uptime and downtime monitoring
6. Advertisement inventory and occupancy tracking
7. Government-message scheduling
8. Emergency-content override
9. User-access controls and audit trails
10. Revenue and billing information
11. Automated alerts for screen or connectivity failure
12. Archival of display records for the prescribed retention period

PSCL shall be provided viewer, monitoring, and audit access to the system without additional cost.

The Selected Agency shall retain content logs and proof-of-display records for at least the duration prescribed in the RFP or, if not prescribed, for a minimum period of three years.

11. Cybersecurity and System Access

The Selected Agency shall establish appropriate technical and administrative safeguards against hacking, unauthorised access, malware, data loss, content manipulation, and misuse of the LED Screens.

The Selected Agency shall:

1. Use secure authentication and role-based access
2. Maintain a register of authorised users
3. Change default passwords before commencement of operations
4. Use secure network connections and encryption, wherever technically feasible
5. Keep software and firmware updated
6. Maintain backups of configurations, schedules, logs, and approved content
7. Record all content uploads, modifications, approvals, and deletions
8. Immediately disable access for personnel who leave the assignment
9. Report any cybersecurity incident to PSCL immediately
10. Restore approved content and normal operations after an incident

No external device, software, or remote-access application shall be connected to the system without appropriate security controls.

12. Safety and Statutory Compliance

The Selected Agency shall be fully responsible for maintaining safe working conditions while operating and maintaining the LED Screens.

It shall:

1. Comply with applicable electrical, structural, fire, labour, traffic, environmental, and occupational-safety requirements.
2. Deploy trained and authorised personnel for electrical and work-at-height activities.
3. Provide appropriate personal protective equipment to maintenance personnel.
4. Use barricading, warning signs, safety cones, and traffic-control measures during maintenance.
5. Obtain required permissions for road occupancy, crane use, shutdowns, and work at height.
6. Ensure that tools, ladders, lifting equipment, and vehicles are inspected and fit for use.
7. Maintain valid insurance for workers, third-party liability, public liability, and damage to PSCL assets.
8. Immediately report accidents, injuries, electrical incidents, structural damage, fire, or damage to

third-party property.

1. Submit an incident report and Root Cause Analysis within the period prescribed by PSCL.

The Selected Agency shall indemnify PSCL against losses, claims, damages, and liabilities arising from unsafe work practices or negligence attributable to the Selected Agency or its personnel.

13. Maintenance Records and Reporting

The Selected Agency shall submit a monthly O&M report containing:

1. Screen-wise operating hours
2. Uptime and downtime data
3. Faults reported and rectified
4. Preventive maintenance completed
5. Breakdown-maintenance activities
6. Components repaired or replaced
7. Pending defects and expected completion dates
8. Electricity and communication status
9. Safety incidents and corrective actions
10. Government and social-message display hours
11. Advertisement utilisation and occupancy
12. Proof-of-display summary
13. Photographs before and after major maintenance
14. Spare-parts consumption and stock position
15. Software and cybersecurity incidents
16. Complaints received and resolved
17. SLA performance and applicable penalties

PSCL or its authorised representative shall have the right to inspect the assets, maintenance records, software logs, spare-parts inventory, and supporting documentation at any time.

14. Existing O&M or AMC Agency

Where any LED Screen or associated equipment is covered under an existing O&M, AMC, CMC, warranty, or OEM support arrangement entered into by PSCL, the existing agency shall continue to perform its obligations until the expiry or termination of that arrangement.

During such period, the Selected Agency shall:

1. Coordinate with the existing O&M or AMC agency
2. Provide access required for maintenance
3. Report faults promptly to PSCL and the existing agency
4. Maintain joint fault and downtime records
5. Avoid unauthorised interference with equipment under warranty or AMC
6. Continue to manage advertisements and content, unless otherwise directed by PSCL

The Selected Agency shall not be penalised for downtime solely attributable to the existing O&M or AMC agency, provided that the Selected Agency reported the fault promptly, extended the necessary cooperation, and maintained supporting records.

Before transferring O&M responsibility to the Selected Agency, PSCL, the existing O&M agency, and the Selected Agency should conduct a joint inspection and record:

- Current condition of each asset
- Existing defects
- Pending repairs
- Spare-parts availability
- Warranty status
- Software and system credentials
- Technical documentation
- Historical uptime and failure records

15. Major Repair and Capital Replacement

The RFP should distinguish between routine maintenance and major capital replacement.

Selected Agency's responsibility

The Selected Agency should bear the cost of:

- Routine preventive maintenance
- Minor repairs

- Consumables
- Damage due to negligence or misuse
- Replacement of minor electrical and electronic components
- Cleaning and calibration
- Software maintenance
- Network and communication devices deployed by it

PSCL's responsibility or joint determination
PSCL may retain responsibility for:

- Replacement of the complete LED Screen
- Replacement required due to expiry of the original asset's useful life
- Major structural reconstruction
- Damage caused by relocation directed by PSCL
- Damage due to Force Majeure
- Latent defects existing before handover
- Major defects attributable to the original design or installation

A joint technical committee or Independent Engineer may determine whether a repair is routine or constitutes capital replacement.

10.2 Transfer of Project Assets upon Expiry of Concession

Upon expiry or termination of the Concession Agreement, the Selected Agency shall hand over the LED Screens and associated assets to PSCL in safe, clean, operational, and properly maintained condition, subject to normal wear and tear.
The Selected Agency shall provide:

1. Updated asset register
2. Maintenance history
3. Fault and repair records
4. Software licenses and credentials belonging to PSCL
5. Configuration backups
6. Technical manuals and drawings
7. Remaining warranties
8. Spare-parts inventory belonging to PSCL
9. Proof-of-display and operational records
10. Outstanding-defect status

Not later than twelve (12) months prior to the expiry of the Concession Period, the Authority shall be entitled to conduct a Handback Inspection, either directly or through an Independent Engineer. If any deficiency, deterioration, or non-compliance is identified, the Concessionaire shall, at its own cost, undertake all necessary repairs, replacements, rehabilitation, or rectification works to ensure that the Project Facilities meet the prescribed Handback Requirements before transfer.

In the event the Concessionaire fails to rectify such deficiencies prior to handover, the Authority shall be entitled to recover the cost of such rectification from the Performance Security, any amounts due to the Concessionaire, or by such other means as permitted under this Agreement.

10.2.1 Restriction on Alterations and Construction

Except for routine operation and maintenance activities expressly permitted under this Agreement, the Concessionaire shall not construct any new facility, nor modify, alter, expand, replace, demolish, or remove any existing infrastructure, asset, or component of the Project Facilities without the prior written approval of the Authority. Any work undertaken without such approval shall be deemed unauthorised, and the Authority may require the Concessionaire to remove, replace, or restore the affected facilities to the Authority's satisfaction at the Concessionaire's sole cost and risk.

ADDITION/DELETION OF ASSETS
PSCL may, based on operational requirements:
* Add advertisement assets;
* Remove assets;
* Suspend an asset;
* Relocate VMDs;
* Modify available advertisement inventory; or
* Reserve assets for public purposes.

Where such variation materially changes the commercial potential of the concession, appropriate adjustment may be considered strictly in accordance with the Agreement and approval of the competent authority.

10.2.2 Ownership and Proprietary Rights

Notwithstanding anything contained in this Agreement, the Concessionaire shall have no ownership interest whatsoever in the Project Facilities. Any improvements, additions, modifications, or assets created, installed, or developed by the Concessionaire in connection with the Project Facilities shall automatically vest in the Authority and shall form part of the Project Facilities without any separate claim, charge, lien, or compensation, except as expressly provided under this Agreement.

10.3 Concession Period / Period of Engagement

The project duration is for five (05) years.

10.4 Payment Schedule and Mode of Payment

a. The Selected Agency shall pay the Annual Concession Fee to the Authority on a quarterly basis. The concession fee for each quarter shall be payable one month before the commencement of that quarter. Any delay in payment of the Concession Fee shall attract penalties as prescribed by the Authority.

The obligation to pay the Concession Fee shall commence upon expiry of the moratorium/Mobilization period of two (2) months. The concession/lease period shall be five (05) years from the date of commencement.

10.5 Resource Deployment:

The Concessionaire shall be responsible for deploying a sufficient workforce, as deemed necessary, to ensure efficient facility management, security, maintenance, surveillance, housekeeping, and the seamless operation of the associated facilities.

10.6 Project Area

PAN City Patna, Bihar.

10.7 Rights and obligations

The mutual rights and obligations of the Authority and the Concessionaire / Concessionaire shall be as set forth in the Concession Agreement, in particular:

a. The Concessionaire / Concessionaire shall carry out the Services in accordance with the provisions of the Agreement; and

b. Concessionaire / Concessionaire shall make payments to the Authority in accordance with the provisions of the Agreement.

10.8 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

10.9 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in the English language.

10.10 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

1. In the case of the Concessionaire, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Concessionaire's Representative set out below to such other person as the Concessionaire may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub- clause below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e- mail to the number as the Concessionaire may from time to time specify by notice to the Authority;

2. In the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below or to such other person as the Authority may from time to time designate by notice to the Concessionaire; provided that if the Concessionaire does not have an office in the same city as the Authority's office, it may send such notice by e-mail and by registered acknowledgement due, air mail or by courier; and

3. Any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

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

10.11 Authority of Member-in-charge

In case the Concessionaire consists of a Joint Venture of more than one entity, the Parties agree that the Lead Member shall act on behalf of the Members in exercising all the Concessionaire's rights and obligations towards the Authority under this Agreement, including without limitation the receiving of instructions and payments from the Authority.

10.12 Authorised Representatives

i) Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority, Authority or the Concessionaire, as the case may be, may be taken or executed by the officials specified in this Clause.

ii) The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

Name: ....Designation: ....

Tel: ....Mobile: ....

Email: ....

iii) The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

Name: ....Designation: ....

Tel: ....Mobile: ....

Email: ....

iv) The Concessionaire may designate one of its employees as Concessionaire 's Representative. Unless otherwise notified, the Concessionaire's Representative shall be:

Name: ....Designation: ....

Tel: ....Mobile: ....

Email: ....

10.13 Taxes and duties

Unless otherwise specified in the Agreement, the Concessionaire shall pay all such taxes, duties, fees and other impositions that may be levied under the Applicable Laws, and the Authority shall perform such duties regarding the deduction of such taxes as may be lawfully imposed on it. GST shall be payable over and above the Agreement Value in accordance with the governing tax laws of India.

10.14 Commencement, Completion and Termination of Concession Agreement

10.14.1 Effectiveness of Concession Agreement

This Concession Agreement shall come into force and effect on the date of this Agreement (the "**Effective Date**").

10.14.2 Commencement of Services for Assignment

The Concessionaire shall commence the Services for Assignment within a period of 15 (Fifteen) days from the Effective Date.

10.14.3 Termination of Agreement for failure to commence Services for Assignment

If the Concessionaire does not commence the Services within the period specified in Clause 10.14.2 above, then Clause No. 10.18 shall be applicable.

10.14.4 Expiry of Agreement

Unless terminated earlier pursuant to Clauses 10.14.3 or 10.17 hereof, or unless extended by the Authority as per project requirement, the expiry of the Agreement shall be a period of 90 (ninety) days after the final delivery to the Authority.

10.15 Entire Agreement

This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Concessionaire arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

10.16 Force Majeure

10.16.1 Definition

a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, epidemic, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub- Concessionaire or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (a) consider at the time of the conclusion of this Agreement, and (b) avoid or overcome in the carrying out of its obligations hereunder.

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

10.16.2 No breach of Agreement

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement as far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

10.16.3 Measures to be taken

1. 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.
2. 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 as soon as possible.
3. The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

10.16.4 Extension of time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action because of Force Majeure.

10.16.5 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Concessionaire shall be entitled to adjust the Costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

10.16.6 Consultation

Not later than 30 (thirty) days after the Concessionaire has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

10.17 Suspension of Agreement

The Authority may, by written notice of suspension to the Concessionaire, suspend all collections by the Concessionaire hereunder if the Concessionaire shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Concessionaire to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Concessionaire of such notice of suspension.

Fees, rent, etc., from the user during the suspension period shall be collected by PSCL or its authorised representatives and released in favour of the Concessionaire upon revocation of the suspension. In other cases, the collected amount shall be forfeited by the PSCL.

The suspension shall be revoked if the Concessionaire remedies the breach/defect within the said 30 days.

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10.18 Termination of Agreement

10.18.1 By the Authority

The Authority may, by not less than 30 (thirty) days' written notice of termination to the Concessionaire, such notice to be given after the occurrence of any of the events specified in this Clause, terminate this Agreement if:

a) The Concessionaire fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 10.17 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing.

b) The Concessionaire becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or takes advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary.

c) The Concessionaire submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Concessionaire knows to be false.

d) Any document, information, data or statement submitted by the Concessionaire in its Proposals, based on which the Concessionaire was considered eligible or successful, is found to be false, incorrect or misleading.

e) As a result of Force Majeure, the Concessionaire is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

f) If Concessionaire is a company, a process of liquidation is started.

g) The Concessionaire has failed to replenish performance Security within the required time if PBG is forfeited for any reason.

h) Concessionaire does not perform work as per scope of work/TOR.

i) Concessionaire Events of Default and Termination of Agreement: The following shall be considered Material Breach of the Contract by the bidder resulting in bidder's Events of Default:

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

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

- The bidder shall consider the following aspects while selecting advertisements on the LED Screens and abide by all the instructions of the authorised PSCL representative on the same
- The advertisement is not prohibited from carrying information or graphics or other items relating to alcohol and tobacco products.
- The advertisement will have no objectionable or indecent portrayals of people, products or any terms.
- The use of PSCL name, logo or title without prior written permission is strictly prohibited. No co- branding with the PSCL is allowed without prior permission.
- No Surrogate advertisements are permitted unless application for placement of the same is accompanied by a "no objection certificate" from the Ministry of Information and Broadcasting.
- Advertisements pertaining to achievements by different Governments, their

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

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

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

iv. If the bidder is in persistent non-compliance of the written instructions of a PSCL official.

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

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

10.18.2 Notice by the Concessionaire in case of breach of agreement by PSCL

The Concessionaire may also highlight the breach of agreement on the part of PSCL and give notice for termination of 30 days, which shall be decided by the MD, PSCL

10.19 Obligations of the Concessionaire

10.19.1 General

10.19.1.1 Standards of Performance

The Concessionaire shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Concessionaire shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority.

10.19.1.2 Terms of Reference

The scope of services to be performed by the Concessionaire is specified in the Terms of Reference (the "**TOR**"). The Concessionaire shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

10.19.1.3 Applicable Laws

The Concessionaire shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure compliance with the Applicable Laws.

10.19.2 Conflict of Interest

10.19.2.1 The Concessionaire shall not have a Conflict of Interest, and any breach hereof shall constitute a breach of the Agreement.

Concessionaire and Affiliates not to be Otherwise Interested in the Project The Concessionaire agrees that, during the term of this Agreement and after its termination, the Concessionaire or any Associate thereof and any entity affiliated with the Concessionaire , as well as any Sub- Concessionaire and any entity affiliated with such Sub- Concessionaire , shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of 2 years from the completion of this assignment or to Concessionaire assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to Concessionaire / advisory services provided to the Authority in continuation of this Concessionaire or to any subsequent Concessionaire / advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Concessionaire shall include a partner in the Concessionaire's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Concessionaire, as the case may be, and any Associate thereof.

10.19.2.2 Prohibition of Conflicting Activities

Neither the Concessionaire nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

I. During the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement.

II. After the termination of this Agreement, such other activities as may be specified in the Agreement; or

III. At any time, such other activities as have been specified in the RFP as Conflict of Interest.

The Concessionaire and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Concessionaire, without being liable in any manner whatsoever to the Concessionaire, if it determines that the Concessionaire has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the

Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, the time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

10.19.2.3 Without prejudice to the rights of the Authority above and the other rights and remedies which the Authority may have under this Agreement, if the Concessionaire is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the engagement Process or before or after the execution of this Agreement, the Concessionaire shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Concessionaire is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

10.19.3 Concessionaire actions requiring the Authority's prior approval

10.19.3.1 The Concessionaire shall obtain the Authority's prior approval in writing before taking any of the following actions:

i. Allowing any other business in the premises that are not listed in TOR.

ii. Any other action that is specified in this Agreement.

10.19.4 Reporting obligations

10.19.4.1 The Concessionaire shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

10.19.5 Equipment and materials furnished by the Authority

10.19.5.1 Equipment and materials made available to the Concessionaire by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Concessionaire shall furnish forthwith to the Authority an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the Authority. While in possession of such equipment and materials, the Concessionaire shall, unless otherwise instructed by the Authority in writing, insure them in an amount equal to their full replacement value.

10.19.6 The Concessionaire's Personnel and Sub-Concessionaire

10.19.6.1 General

The Concessionaire shall provide resources as may be required to carry out the Services in accordance with the RFP requirements.

10.20 Obligations of the Authority

10.20.1 Assistance in clearances etc.

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

i) Provide the Concessionaire, its Sub-Concessionaires and Personnel with work permits and such other documents as may be necessary to enable the Concessionaire, its Sub- Concessionaire or Personnel to perform the Services.

ii) Issue to officials, agents, and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

10.20.2 Change in Applicable Law

If, after the date of this Agreement, there is any change in the Applicable Laws, there shall not be any deviation in the Contract fees.

10.20.3 Payment

Fixed Rental Payment to PMC

- Payable quarterly in advance
- Each quarterly instalment should equal 25% of the applicable Annual Fixed Rental
- Payable 15 days before commencement of the relevant quarter
- First instalment payable before commencement of commercial operations

Revenue Share Payment to PMC

- Payable quarterly in arrears
- Payable within 15 days from the end of each quarter
- Calculated on Gross Advertisement Revenue billed, received, or receivable during the quarter
- Subject to annual audited reconciliation

Annual reconciliation

- Submit audited GAR statement within 60 days from the end of each Contract Year
- Pay any shortfall within 15 days of reconciliation
- Excess payment, if any, may be adjusted against the immediately succeeding payment

Concessionaire shall open a separate Bank Account with a Scheduled Commercial Bank for this project. All receipts of this project shall be deposited in that account only. A copy of that account statement shall be provided by Concessionaire to PSCL on a monthly basis. All transactions/earnings shall be deposited into this account; failure to do so will be treated as a violation of the Agreement.

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

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

vi. The bidder voluntarily and unequivocally agrees to make all payments due on the due date irrespective of whether the bills have been raised or not by PSCL. In case payment is not made by the due date, a 15 days' notice to cure the bidder's Event of Default shall be issued. In the event of the bidder failing to cure the Default, PSCL shall be entitled to terminate the agreement with 30 days' notice and shall be free to forfeit Performance Bank Guarantee and take such other action available to it under this Agreement and as per Law.

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

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

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

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

10.20.4 Currency of payment

All payments shall be made in Indian Rupees.

10.21 Liquidated Damages and Penalties

10.21.1 Performance Security

a) Within fifteen (15) days of receipt of the LOA, the successful Bidder shall sign and return it to the Authority. An irrevocable and unconditional **Performance Security** or **Performance Bank Guarantee (PBG)** from a Bank in the form set forth as Annexure - XI within Fifteen (15) days of the receipt of LOA from the Authority. The successful Bidder shall furnish the Performance Security equal to **5% of total Contract / Concession Value** at the time of signing the Concession Agreement with the Authority. The PBG shall be forfeited as a consequence of termination of agreement and shall be adjusted as against any loss or damage caused to PSCL or its property

10.21.2 Penalty for deficiency in Services

1. There shall be regular review regarding the delivery performance of the concessionaire by the Authority during the contract period. In case it is observed at any stage that the Concessionaire's performance is unsatisfactory, or discrepancies are found in the works carried out by the Concessionaire, the Authority reserves the right to cancel the contract and debar the contractual firm(s) after due opportunity.

Key Performance Indicator (KPI)-Linked Penalties.

1. Advertisement Asset Availability
KPI: Minimum 95% availability of advertising assets/display units.
Penalty:

- Availability below 95%: Deduction of 1% of monthly concession fee for every 1% shortfall.
- Availability below 90%: Additional penalty up to 5% of monthly concession fee.

2. Maintenance and Housekeeping
KPI: All advertisement panels, digital screens, and structures maintained in good condition.
Penalty:

- Minor defects not rectified within 48 hours: ₹1,000 per asset per day.

- Major defects not rectified within 72 hours: ₹10,000 per asset per day.

3. Illumination/Uptime of Digital Displays
KPI: Digital screens operational for at least 95% of scheduled hours.
Penalty:
- Uptime below target: Proportionate deduction plus ₹5,000 per day per display.

4. Compliance with Advertisement Policy
KPI: 100% compliance with statutory regulations, brand guidelines, and prohibited content requirements.
Penalty:
- Unauthorized advertisement: ₹25,000 per instance.
- Immediate removal at concessionaire's cost.

5. Revenue Reporting and Payments
KPI: Timely submission of revenue reports and payment of concession fees.
Penalty:
- Delay in reporting: ₹5,000 per day.
- Delay in payment: Interest at 2% Per Month (@24% p.a). on outstanding amount.

6. Safety Compliance
KPI: Zero safety incidents arising from advertisement infrastructure.
Penalty:
- Non-compliance: ₹25,000 per incident.
- Serious safety breach: Suspension/removal of affected asset.

7. Response Time to Complaints
KPI:
- Complaint acknowledgement within 4 hours.
- Resolution within 24-48 hours.

Penalty:
- Failure to meet SLA: ₹5,000 per complaint per day.

8. Environmental and Visual Standards
KPI: No damaged, faded, torn, or unclean advertisements.
Penalty:
- ₹5,000 per non-compliant display per day.

9. Customer/Auditor Satisfaction
KPI: Minimum 90% compliance score during inspections.
Penalty:
- Score below target: Deduction of 2% of monthly concession fee.

2. Liquidated Damages may be recovered by the Authority through:

a. deduction from any payments due to the Concessionaire.
b. adjustment against the Performance Security/Bank Guarantee; or direct payment by the Concessionaire within fifteen (15) days of demand

10.22 Settlement of Disputes

10.22.1 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.

10.22.2 Dispute resolution

a) 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.

b) 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.

10.22.3 Arbitration

Any Dispute which is not resolved amicably by conciliation shall be finally decided by reference to arbitration by an appointed Arbitral Tribunal. Such arbitration shall be held in accordance with the Rules of Arbitration or such other rules as may be mutually agreed by the Parties and shall be subject to the provisions of the Arbitration and Conciliation Act,1996. The place of such arbitration shall be the capital of the State where the Authority has its headquarters, and the language of arbitration proceedings shall be English.

10.23 Representations and Warranties

10.23.1 Representations and Warranties of the Concessionaire

The Concessionaire represents and warrants to the Authority that:

a) It is duly organised, 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 transactions contemplated hereby.

c) It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorise the execution, delivery and performance of this Agreement.

d) It has financial standing and capacity to undertake the Project.

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 will not conflict with result in the breach of, constitute a default under or accelerate performance required by any of the terms of Concessionaire 's 'Memorandum and Articles of Association' or any of the Applicable Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets are bound or affected;

g) There are no actions, suits, proceedings or investigations pending, or to the Concessionaire's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other Authority, the outcome of which may constitute the Concessionaire 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 Agency which may result in Material Adverse Effect.

i) It has complied with all Applicable Laws and has not been subject to any fines, damages, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect.

j) Without prejudice to any express provision contained in this Agreement, the Concessionaire acknowledges that prior to the execution of this Agreement, the Concessionaire has after a complete and careful examination made an independent evaluation of the required Project Facilities and the information provided by the Authority, and has determined to its satisfaction the nature and extent of risks and hazards as are likely to rise or may be faced by Concessionaire in the course of performance of its obligations hereunder;

k) The Concessionaire 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 the Authority shall not be liable for the same in any manner whatsoever to the Concessionaire.

l) The Concessionaire agrees to indemnify and hold indemnified the Authority against all costs, expenses, damages arising out of:

   i. Operations and maintenance and transfer of the project facilities under this Agreement.

   ii. Compliance with all labour laws and all possible claims and employment-related liabilities of its staff employed in relation to the project.

m) The information furnished in the Bid and as updated on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement.

10.23.2 Representations and warranties of the Authority

The Authority represents and warrants to the Concessionaire that:

a) That it is duly incorporated under the laws of India and has the power to conduct its business as presently conducted and to enter into this Agreement.

b) That it has full power, capacity and the Authority to execute, deliver and perform this Agreement and has taken all necessary sanctions and approvals and followed all the procedures required to authorise the execution, delivery and performance of this Agreement.

c) Nothing in this Agreement conflicts with its constitutional Authority, mandate, or any law or any other agreement, understanding or arrangement or any judgment, decree or order or any statute, rule or regulation applicable to it.

d) All approvals and permissions as are necessary for the execution of this Agreement have been obtained, and all the required procedures for the due execution of this Agreement have been adhered to and further that this

Agreement will be valid, legal and binding against it under the Indian law.

10.23.3 Obligation to Notify Change

In the event that any of the representations or warranties made/ given by a Party cease to be true or stand changed, the Party who had made such representation or given such warranty shall promptly notify the other of the same.

10.24 Miscellaneous

10.24.1 Assignment and Charges

a) The Concessionaire shall not assign in favour of any person this Agreement or the rights, benefits and obligations hereunder save and except with prior consent of both the Authority & Lenders.

b) The Concessionaire shall not create nor permit to subsist any Encumbrance over the Project Facilities except with prior consent in writing of the Authority and Lenders.

c) Restraint set forth in clauses (a) and (b) above shall not apply to:

   i. Liens/ Encumbrances arising by operation of law (or by an Agreement evidencing the same) in the ordinary course of business of Concessionaire

   ii. Pledges/ hypothecation of goods/ stocks, Project Assets Created and revenue as security for Indebtedness, in favour of the Lenders and working capital providers for the Project.

   iii. Assignment of Concessionaire's rights and benefits under this Agreement to or in favour of the Lenders as security for financial assistance provided by them.

10.24.2 Interest and Right of Set Off

a) "Any sum which becomes payable under any of the provisions of this Agreement by one Party to the other Party shall, if the same be not paid within the time allowed for payment thereof, be deemed to be a debt owed by the Party responsible for payment thereof to the Party entitled to receive the same. Such sum shall until payment thereof carry interest at prevailing Bank Rate from the due date for payment hereof until the same is paid to or otherwise realised by the Party entitled to the same. Without prejudice to any other right or remedy that may be available under this Agreement or otherwise under Law, the Party entitled to receive such amount shall also have the right of set off".

b) Provided with the stipulation regarding interest for delayed payments contained in this Clause, neither be deemed nor construed to authorise any delay in payment of any amount due by a party nor be deemed or construed to be a waiver of the underlying breach of payment obligation.

10.24.3 Depreciation and Interest

a) For the purposes of depreciation under the Applicable Laws, the property representing the capital investment towards pre-operational cost made by the Concessionaire in the Project shall be deemed to be acquired and owned by the Concessionaire. For the avoidance of doubt, the Authority shall not in any manner be liable in respect of any claims for depreciation to be made by the Concessionaire under the Applicable Laws.

b) Unless otherwise specified, any interest payable under this Agreement shall accrue on a daily outstanding basis and shall be compounded on the basis of quarterly rests.

10.24.4 Governing Law and Jurisdiction

This Agreement shall be governed by the laws of India. The Courts at Patna shall have jurisdiction over all matters arising out of or relating to this Agreement.

10.24.5 Waiver

Waiver by either party of any default by the other party in the observation and performance of any provision of or obligation under this Agreement:

a) 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.

b) Shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and shall not affect the validity or enforceability of this Agreement in any manner.

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 hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/ breach of any terms, conditions or provisions of this Agreement.

10.24.6 Survival

Termination of this agreement shall not relive the Authority and the Concessionaire of any obligations already incurred hereunder which expressly or by implication survives Termination hereof, and expect as otherwise provided in any provision of this agreement expressly limiting the liability of either party, shall not relieve either party of any obligations or liabilities for loss or damage to the other party arising out of or caused by acts or omissions of such party prior to the effectiveness of such Termination or arising out of such Termination.

10.24.7 Amendments

This Agreement and the Schedules/ Annexure together constitute a complete and exclusive understanding of the terms of the Agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

10.24.8 Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

10.25 Liability of the Concessionaire:

Subject to additional provisions, if there are any set forth in the contract, the Concessionaire's liability under this Contract shall be as provided by the Applicable Law and shall be limited to concession fees due and payable to the Authority.

ANNEXURE I: COVER LETTER

(On Letterhead of the Bidder Firms)

Ref:
Dated:

To,

The Managing Director
Patna Smart City Limited
4th Floor Patna Smart City Building,
SSP Office, North of Gandhi Maidan, Patna 800001, (Bihar) INDIA

Subject: "Selection of an Agency for Allotment of Exclusive Outdoor Advertisement Rights on Existing Outdoor Digital LED Screens and Other Identified Assets of Patna Smart City Limited."

Dear Sir,

With reference to your RFP document No.………. Date ……………., I/we, having examined
Having reviewed the RFP and understood its contents, we hereby submit our proposal.

1. The technical and financial proposals are unconditional.
2. All information provided in the proposal/Bid and in the Appendices is true and correct, and all documents accompanying such proposal are true copies of their respective originals.
3. This statement is made for the express purpose of participation as the Concessionaire for the aforesaid tender.
4. I/ We shall make available to the Authority any additional information it may find necessary or required to supplement or authenticate the proposal.
5. I/ We acknowledge the right of the Authority to reject our proposal/Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last 3 (three) years, we or any of our Associates or Consortium Member have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public Independent nor have had any contract terminated for breach on our part.
7. I/ We declare that:

a. I/ We have examined and have no reservations to the RFP Document, including any Addendum issued by Authority.

b. I/We do not have any conflicts of interest in accordance with the clauses of the RFP document.

c. 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 the RFP document, in respect of any tender issued by or any agreement entered into with Authority or any other public sector enterprise or any government, Central or State.

d. We hereby certify that we have taken steps to ensure that, in conformity with the provisions in the RFP document, 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.

8. We understand that you may cancel the selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Concessionaire, without incurring any liability to the Bidders in accordance with relevant clauses specified in the RFP document.
9. We believe that we satisfy the Conditions of Eligibility and meet the requirements as specified

in the RFP document and are qualified to submit proposals in accordance with the provisions of the RFP document.

10. We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory body which could cast a doubt on our ability to undertake the contract for the Project or which relates to a grave offence that outrages the moral sense of the community.
11. We further certify that regarding 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 by any of our Associates.
12. We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/employees.
13. We undertake that in case due to any change in facts or circumstances during the selection 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.
14. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Concessionaire or in connection with the selection Process itself, in respect of the above-mentioned Project.
15. The Bid Security of Rs.___________________/-(Rupees only) has been submitted, in accordance with the RFP document.
16. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case shall/we have any claim or right of whatsoever nature if the contract for the Project is not awarded to me/us or our proposal is not opened or rejected.
17. We agree to keep this offer valid for 120 days from the proposal Due Date specified in the RFP.
18. A Power of Attorney in favour of the Authorised signatory to sign and submit this Proposal and documents is attached herewith in **Annexure-III**
19. We certify that we shall have no claim, right or title arising out of any documents or information provided to us by Authority or in respect of any matter arising out of or concerning or relating to the selection Process including the award of contract.
20. We,___________________________(Bidder's name), the Financial Proposal as **Annexure IX** for selection of my/our firm as Concessionaire is submitted through online mode only.
21. We agree and undertake to abide by all the terms and conditions of the RFP document.
22. In witness whereof, we submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

(Signature, name and designation of the Authorised signatory)
(Name and stamp of Bidder)

ANNEXURE II: STATEMENT OF LEGAL CAPACITY

(On Letterhead of the Bidder)

Ref:
Dated:

To,
The Managing Director
Patna Smart City Limited
4th Floor Patna Smart City Building,
SSP Office, North of Gandhi Maidan, Patna 800001, (Bihar) INDIA

Subject: "Selection of an Agency for Allotment of Exclusive Outdoor Advertisement Rights on Existing Outdoor Digital LED Screens and Other Identified Assets of Patna Smart City Limited."

Dear Sir,

We hereby confirm that we, the Bidder, comply with the terms and conditions set out in the RFP document.

We have agreed that (*insert individual's name*) will act as our Authorised Representative and has been duly authorised to submit our Proposal. Further, the Authorised signatory is vested with the requisite powers to furnish such proposal/Bid and all other documents, information, or communications, and to authenticate the same.

Yours faithfully,

(Signature, name and designation of the Authorised signatory)

For and on behalf of…..........

ANNEXURE III: POWER OF ATTORNEY

Know all men by these presents, we, **(name of Bidder and address of the registered office)** do hereby constitute, nominate, appoint and authorise Mr./Ms..(name & residential address) who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") 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 Proposal/Bid for [Insert name of work] in response to the RFP floated by The Managing Director, Patna Smart City Limited (the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all Letter of Acceptance (LOA), Letter of Award (LOA), Concession Agreement (CA) and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal/Bid for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority, and, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative 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 Authorized Representative 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, … 2026

For (Signature, name, designation, name of firm and address)

Witnesses:

1.
2.

Notes:

1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s), and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
2. *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 herein on behalf of the Bidder.*
3. *To be executed on a Stamp Paper of Rs. 1000/-, duly notarised.*

ANNEXURE IV: DETAILS OF BIDDERS

Sr. No.	Particulars / Details	Individual Bidder Company Name
1.	Name of the company	
2.	Date of incorporation and /or Commencement of Business	
3.	Brief description of the Bidder's main line of business	
4.	Details of individual (s) who will serve as the point of contact/communication for the Authority with the Bidder:	
a.	Name	
b.	Designation	
c.	Company/Firm	
d.	Address:	
e.	Mobile Number	
f.	Email Address	
g.	Fax Number	
5.	Details of Authorised Signatory of Bidder	
a.	Name	
b.	Designation	
c.	Company/Firm	
d.	Address:	
e.	Mobile Number	
f.	Email Address	
g.	Fax Number	

ANNEXURE-V: FINANCIAL QUALIFICATION OF BIDDER

Sr No	Bidder Name	FY 22-23	FY 23-24	FY 24-25
1.	**Annual Turnover** (In Rs. Crore)			
	Average Annual Turnover of 3 years			
	Profit (+) / Loss (-)			
	Annual Net Worth as on 31/03/2025 (In Rs. Crore)			

(Signature of the Authorised signatory)

Note:

- *The details are to be submitted on the letterhead of the Bidder. A certificate from a statutory auditor/a practicing Chartered Accountant certifying the details submitted should be provided as supporting documents.*
- *The financial year shall mean the period commencing from April 1 of any given year to March 31 of the succeeding year.*
- *The Bidder shall provide the Audited Annual Financial Statements for the corresponding years. In case the annual accounts for the latest financial year are not audited and therefore cannot be made available, the applicant shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the applicant shall provide the audited annual reports for the years preceding the year for which the audited annual report is not being provided.*

ANNEXURE-VI: ELIGIBLE PROJECT EXPERIENCE OF BIDDER

(List only those works, which are similar to the proposed works for which the Qualification Information is submitted)

As per Clause no. -1.8.2 (a)

Name of Applicant/Member of Consortium Claiming the Eligible Project Experience						
No.	**Name of the project and Location**	**Brief Project Description**	**Activities Operated and Maintained**	**Project Award Date**	**Project Completion Date/ expected completion date**	**Project Value (in Rs.)**

(Signature of the Authorised signatory)

Note:-

- The details of each of the works mentioned in the above table must be provided separately in the format of project details sheets.
- Provide attested copies of documents such as work orders/agreements/completion certificates pertaining to required experience mentioned above either as Lead Contractor or subcontractor to a Lead Contractor.
- Each certificate of experience will be duly signed/ confirmed by a representative of the client.

ANNEXURE-VI-A: FORMAT FOR PROJECT DETAILS SHEETS

(Provide Details for Only those Projects listed in Annexure VI, use separate sheet for each project)

Name of Applicant/Member of Consortium (In case of Consortium) Claiming the Project Experience	
1.	Name of Project
2.	Location of Project
3.	Name of the Client
4.	Population of the respective Project
5.	Client's Address & Telephone Number, Fax Number and e-mail ID of contact Person
6.	Project Cost (in INR Cr)
7.	Nature of works and special features relevant to this project. (Details pertinent to the Technical Criteria of this RFP shall be submitted)
8.	Contract role (check one) 1. Individual 2. Consortium/Joint Venture 3. Sub-
9.	a) Project Capacity: b) Your Company's share in the Project (%):
10.	Date of Award
11.	Contract duration (years/months)
12.	Date of Completion
13.	Whether completed in specified duration; if not, reason for delay
14.	Specified requirements
15.	Name and professional qualifications of applicant's Engineer-in-Charge of the work:
16.	Were there any penalties/fines/stop-notice/compensation/liquidated damages imposed? (Yes or no). If yes, give amount and explanation.

(Signature of the
Authorised signatory)

Note

- Provide attested copies of documents such as work orders/agreements and completion certificates pertaining to required experience mentioned above either as Lead or as Consortium member.
- Each certificate of experience will be duly signed/ confirmed by a representative of the client.

ANNEXURE-VII: DRAFT CONCESSION

AGREEMENT FOR [Name of the Project] under the provisions of Letter of Award (LOA) Sr. No……..dated….. for RFP notification..................... dated .... for

Selection of an Agency for Allotment of Exclusive Outdoor Advertisement Rights on Existing Outdoor Digital LED Screens and Other Identified Assets of Patna Smart City Limited."

Between

[Name of the Authority]

And

[Name of the Selected Bidder]

Dated………………….

This Agreement for [insert name of work] (hereinafter called the "**Concession Agreement**") is made on the....... day of the month of 20…

BETWEEN

<Name of Authority>, represented by its **Managing Director, Patna Smart City Limited,** having its principal office at____(hereinafter referred to as the "AUTHORITY", which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the FIRST PART.

AND

[Name of the Selected Bidder], with its registered office at .... and represented by its Director/ Managing Director, (hereinafter referred to as the "**CONCESSIONAIRE**", which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the SECOND PART.

The Authority and the "CONCESSIONAIRE" shall collectively be referred to as the Parties and individually as a 'Party '. WHEREAS

The Authority wish to appoint a "**CONCESSIONAIRE**" for [**Name of the Project**], hereinafter referred to as the "PROJECT"

The Authority had invited Request for Proposal (RFP) from prospective bidders vide RFP notification…………….. dated………………

Pursuant to the terms of the RFP, [Insert name of the Selected Bidder] submitted its technical and financial proposals to implement the Project on (the Bid).

Following a process of evaluation of technical and financial proposals submitted by the bidders (including [Name of the Selected Bidder]), the Authority accepted the Bid on [Date of Bid Acceptance]. The Authority issued the letter of award to [Name of the Selected Bidder] (the LOA).

[Name of the Selected Bidder] accepted the LOA and has agreed to undertake the Contract

[Name of the Selected Bidder] has submitted Performance Guarantee to the Authority on

……………. and executed Letter of Award (LOA),

And based on the Letter of Award (LOA) Sr. No……..dated…..….. for RFP notification…………….. dated……………….., The Authority and Concessionaire now wish to enter into the Concession Agreement (CA) to implement the Project, subject to and on the terms and conditions set out in this Contract/Concession Agreement (CA).

NOW THIS AGREEMENT WITNESSETH as follows:

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

2. The following documents shall be deemed to form and be read and construed as part of this Concession Agreement viz.

i. Letter of Intent (LOI)
ii. Letter of Acceptance by Bidder
iii. Bid Proposal
iv. RFP Document including Terms of Reference, Addendum, Corrigendum.
v. Any other documents listed in the RFP as forming part of the Concession Agreement.

3. **Performance Bank Guarantee-** The Concessionaire is furnishing a Performance Bank Guarantee as a Performance Security equal to 5% of the total contract/Concession value at the time of signing of this Concession Agreement.

4. **Services:** The work to be performed by the Concessionaire under the Concession Agreement (such work being hereinafter called the Services) is more particularly described in the Scope of Work (TOR) set forth as part of the RFP which contains the other terms and conditions with regard to the performance of obligations and entitlements of the Parties.

For more clarity, the major scope of work for this Project is presented below: The scope of work is as mentioned below:

"Selection of an Agency for Allotment of Exclusive Outdoor Advertisement Rights on Existing Outdoor Digital LED Screens and Other Identified Assets of Patna Smart City Limited."

Personnel:

(a) The Services shall be carried out by the Personnel of the Concessionaire and the Concessionaire shall be responsible for the payment of salary and other employee benefits to the Personnel. The Client shall not be responsible for any payment to the Concessionaire's personnel.

(b) The Concessionaire shall, at all times, ensure that there is a Team Leader to supervise and coordinate the operations of the personnel in the field as well as such other personnel as may be required for the satisfactory performance of the Services and the Team Leader shall be responsible for liaison between the Concessionaire and the Authority. The list of Personnel shall be in line with the Letter of Award (LOA) issued by the Authority for the Selection of the Concessionaire.

(c) The Concessionaire shall inform the Authority in writing of the authorised signatory of the Concessionaire who shall sign the reports and invoices from the Concessionaire side.

5. **Commencement/Effective Date:** The Effective Date shall be the date of signing the Concession Agreement.

6. **Maximum payment by the Concessionaire:** The Concessionaire fees payable by the Concessionaire to the Authority are subject to services availed as per the Contract/Concession Agreement and to be paid as per the Deliverable & Payment Schedule as specified in the Letter of Award (LOA).

Note: Contract fee shall be payable as per clause 1.5 of the RFP. Accounts for Payment: All payments under this Contract shall be made to the following account(s) of the Authority

Account Name - Patna Smart City Limited
Name of Bank: -
Branch: -
SWIFT Code: -
IFSC Code: -
MICR Code:
A/c No:
A/c Type - Saving / Current

7. **Partial Invalidity / Severability:** If for whatever reason, any provision of this Agreement is or become invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentally to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Agreement or otherwise.

8. **Relationship between the Parties:** Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever, and this Agreement is entered into on a principal-to-principal basis.

9. **Non-Assignability:** The Agreement is not assignable.

10. **Counterparts and Registration:** This Agreement shall be executed in two counterparts and when executed and delivered shall constitute an original of this Agreement.

11. In consideration of the payments to be made to the Authority by the Concessionaire as hereinafter mentioned, the Concessionaire hereby covenants with the Authority to complete the Scope of Work and remedy any defects therein in conformity in all aspects with the provisions of the Concession Agreement.

12. The Concessionaire hereby covenants to pay the Authority in consideration of completion of the Scope of Work and the remedying of the defects therein Contract fees, or such other sum as may become payable under the provisions of the Concession Agreement at the times and in the manner prescribed by the Concession Agreement.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written. The Common Seal of was hereunto affixed in the presence of:

SIGNED, SEALED AND DELIVERED
For and on behalf of Authority

(Signature)
(Name)
(Designation)
(Address)

For and on behalf of
Concessionaire

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

1.

2.

ANNEXURE-VIII: FORMAT FOR UNDERTAKING FOR NON-BLACKLISTING

(To be executed on Rs 1000/- Stamp Paper)

Date

To,
Managing Director
4th Floor Patna Smart City Building,
SSP Office, North of Gandhi Maidan, Patna 800001, (Bihar) INDIA

I/We hereby agree and undertake that my/ our Firm/ Company nor any of my/our employees is not under any penal action such as debarred / black-listed/ suspended/ de-registered etc. by any Government (Central Government / State Government / Local Self Government), Semi Government & Government Undertaking, any Multilateral Funding Agency and Urban Local Body in the last 3 years in India.

Authorized Signatory
(Name and Full details of the company)

ANNEXURE-IX: FINANCIAL BID

Tender Inviting Authority: Managing Director, Patna Smart City Limited

Name of Work: Selection of an Agency for Allotment of Exclusive Outdoor Advertisement Rights on Existing Outdoor Digital LED Screens and Other Identified Assets of Patna Smart City Limited.

RFP No:

Name of the Bidder/ Bidding Firm / Company:	
PRICE SCHEDULE **(This template must not be modified/replaced by the bidder, and the same should be uploaded after filling the relevant columns; otherwise, the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)**	

Sr. No	**Components**	**Bidder Quoted Offer (in Figures)**	**Bidder Quoted Offer (In Words)**
A	**Reserved Annual Fixed Rental for first contract year in Rupees for Locations as per Annexure X**		
B	**Revenue Share in percentage (%)**		

Note:

1. Financial Bid must be a positive numeric number for each component.
2. Offers received with Annual Charges per year lesser than RESERVE Annual Charges per year in Rs. 1.20 Crore (One Crore Twenty Lakh) are liable to be rejected.
3. All the columns of the price bid format should be filled. Incomplete financial bids will be considered Nonresponsive and rejected.
4. Final ranking will be on the basis of combined financial evaluation as per the tender document. Financial evaluation will be in accordance with the tender document, with Total Minimum Annual Charges per year having a maximum of 70 marks and Revenue sharing having a maximum of 30 marks.
5. Total Reserve Annual Charges per year quoted by the bidder above are considering the minimum advertising area for LED Screens as per Annexure-X, even if all the advertising spaces are not utilised.
6. Reserve Annual Charges per year quoted above are exclusive of all statutory taxes, dues, local levies, service tax, etc., which shall be charged extra and shall be remitted along with the user fee for onward remittance to the government. Municipal Taxes, if any, shall be solely borne by the bidder.
7. Total Financial offer will be considered for financial evaluation purposes.
8. The offered per unit Price figures should be quoted up to the second decimal point only.
9. I/we shall also pay the other utility charges like CAM, electricity, water, other utility expenses, etc. as per the provisions set out in the RFP.
10. Quoted Annual concession fee covers Existing Outdoor Digital LED Screens (27 Nos.) and other identified assets of Patna Smart City Limited as one integrated concession fee
11. I/we undertake that the advertisement rights shall not be utilised for business/trade other than as identified in the RFP.
12. I/We confirm that I/We shall be responsible for making the required safety and security arrangements for the advertisement space and acknowledge that the PSCL shall not be liable for any security- or safety-related matters of the advertisement space.

13. I/we acknowledge and confirm that we have undertaken independent due diligence on all aspects of the property, including, but not limited to, technical and financial viability, legal framework, and operational requirements, and, based on the same, we hereby submit our Proposal in accordance with the terms and conditions of the RFP.
14. I/we confirm that all applicable terms and conditions as specified in the RFP and Concession Agreement shall be adhered to by me/us during the entire Concession Period.
15. I/we understand that allocation of the space will be done on ranking of the bid.
16. I/we undertake to provide all required inputs from our side within the time indicated by the Authority to avoid cancellation of my bid.
17. I/we hereby acknowledge that the Authority reserves all rights to modify, cancel, or make appropriate reservations as per the Authority's discretion in the selection process.
18. The arithmetical errors shall be rectified on the following basis. If there is a discrepancy between words and figures, the amount in words shall prevail.
19. I/we understand that all stamp duties for registration of built-up space required for the execution of the Concession agreement in pursuance of this Bid, shall be borne by Concessionaire.
20. I/We undertake that, if any loss is incurred during the concession Period, to any movable/ immovable properties of the property, the cost of the same will be borne by the Concessionaire. In case the concessionaire does not rectify the damages, the same shall be recovered from the Security deposited by the concessionaire.
21. This offer is being made by me/ us after taking into consideration all the terms and conditions stated in the bid document, and after careful assessment of the space offered, all risks and contingencies and all other conditions that may affect the financial bid.
22. I/we agree to keep my/ our offer valid for 120 days from the due date of submission of this Bid. Authorized signatory

Name & Seal of the Applicant

Name:
Designation:
Company Name: Address:

Note:

Taxes: The quoted Annual Concession fee is exclusive of applicable GST. GST is payable by the agency in addition to the quoted rate.

Escalation:

There will be an annual escalation of 5% on a compounded basis.

The rate quoted by the bidder will be referred to as the annual concession fee. The Bidder shall quote the annual concession fee in financial BOQ format (Financial Form 1), and the annual concession fee should be divided into 4 quarterly instalments (Which should be called the Quarterly Concession Fee hereinafter) and paid to Patna Smart City Limited along with applicable taxes.

Concession Tenure: The concession granted under the concession Agreement shall be valid for 05 (five) years from the date of execution of the concessionaire Agreement.

ANNEXURE X: DETAILS OF ADVERTISING SPACE OFFERED FOR EXCLUSIVE OUTDOOR ADVERTISEMENT RIGHTS

Sl. No.	Location Name	Quantity (No)	Size (in feet)	Advertisement Space/Area (Sqft.)	Latitude	Longitude
1	J P Golamber	1	9.44*6.3	59.5	25.61634	85.14199
2	Kargil Chowk	1	9.44*6.3	59.5	25.61898	85.14823
3	25 No. Check Post (Patel Golamber)	1	9.44*6.3	59.5	25.59425	85.10166
4	Kumhar Toli More (Pahardhi)	1	9.44*6.3	59.5	25.5853	85.19538
5	Ayakar Golumber in front of Income tax Office	1	9.44*6.3	59.5	25.61062	85.13022
6	AIIMS	1	9.44*6.3	59.5	25.56182	85.03749
7	Sati Churaha	1	9.44*6.3	59.5	25.58382	85.22252
8	Santusti Gali More	1	9.44*6.3	59.5	25.61262	85.11905
9	Zoo gate no.1	1	9.44*6.3	59.5	25.60407	85.10322
10	Atalpath Golamber	1	9.44*6.3	59.5	25.65142	85.0969
11	Near commissioner office (DC office cut)	1	9.44*6.3	59.5	25.62059	85.14068
12	Bailey Road Near Rupaspur Start Point of Bridge	1	9.44*6.3	59.5	25.61079	85.05853
13	New Sachiwalaya	1	9.44*6.3	59.5	25.60466	85.11569
14	Kankarbag Main Road near Apollo Hospital	1	9.44*6.3	59.5	25.60004	85.19074
15	Danapur	1	9.44*6.3	59.5	25.58305	85.04354
16	Circular Road T Point(Nehru Path Side)	1	22*10	220	25.60376	85.112067
17	High Court T Section 1 (Toward Nehru Path)	1	16*10	160	25.60951	85.122635
18	High court T Section 2 (Toward Boring Road)	1	16*10	160	25.60959	85.122824
19	Boring Road chouraha	1	16*10	160	25.61269	85.118716
20	Ganga Path 1	1	22*10	220	25.62448	85.136317
21	Ganga Path 2	1	16*10	160	25.62476	85.136294
22	In front of MLCP, Mourlya Lok	1	16*10	160	25.60931	85.1335653
23	Hadtali Mod 1	1	22*10	220	25.60775	85.1176148
24	Hadtali Mod 2	1	22*10	220	25.60716	85.117753
25	Vidhan Sabha	1	16*10	160	25.59918	85.122548
26	Patna Junction Golamber	1	22*10	220	25.60466	85.137084
27	Vaishali Golamber	1	16*10	160	25.60665	85.158798
28	IPT (Intermediate Passenger Terminal) stand	10				
29	Foot overbridge at Gandhi Maidan Gate No. 1	1				
30	Foot overbridge at Budh Marg, MLCP, Maurya Lok	1				

ANNEXURE XI: PERFORMANCE BANK GUARANTEE FORMAT (PBG)

(To be stamped in accordance with Stamp Act, if any, of the country of issuing bank)

To, Date

To,

Managing Director

Patna Smart City Limited

4th Floor Patna Smart City Building,

SSP Office, North of Gandhi Maidan, Patna 800001, (Bihar) INDIA

In consideration of Managing Director Patna Smart City Limited, acting through Patna Smart City Limited (hereinafter referred to as the "Authority", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s …………, having its office at ……………….. (hereinafter referred to as the "Bidder", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority's Letter of Award (**LOA**) no.………………… Dated ...., (hereinafter referred to as the "LOA"), and the bidder having agreed to furnish a Bank Guarantee amounting to Rs.…………… (Rupees) to the Authority for performance of the said LOA.

1. ....We, (hereinafter referred to as the "Bank") at the request of the bidder 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 bidder 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 bidder of any of the terms or conditions contained in the said LOA or by reason of the bidder's failure to perform the said LOA. 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 bidder in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment made by us under this bond shall be a valid discharge of our liability for payment thereunder, and the bidder 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 effective till the end of 90 days after the date of completion Period of Concession as per Letter of Award (LOA) and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said LOA have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said LOA have been fully and properly carried out by the said bidder and accordingly discharges this Guarantee.
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 LoA or to extend time of performance by the said bidder 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 bidder and to forbear or enforce any of the terms and conditions relating to the said LoA and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said bidder or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said bidder 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 bidder(s).

7. ....We, (indicate the name of Bank), lastly undertake not to revoke this Guarantee during its currency except with the previous written consent of the Authority.

8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** (Rupees in words) 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 [***].

Dated, the ………. day of..... 20
For………………………………………………….

(Name of Bank)
(Signature, Name and designation of the authorised signatory) Seal of the Bank:

ANNEXURE XII: BID CHECKLIST

S. No	Item	Checked by Bidder (page No)	Checked by Authority
	ENVELOPE A: (For Hard copy & online submission)		
1.	Receipt of Bid Document Fees		
2.	Receipt of Earnest Money Deposit/Original Bank Guarantee / Demand Draft		
3.	Annexure I: Cover Letter		
4.	Annexure II: Statement of Legal Capacity		
5.	Annexure III: Power of Attorney		
6.	Annexure IV: Details of Bidders		
7.	Annexure XII: Bid Checklist		
8.	Annexure-V: Financial Qualification of Bidder		
9.	Audited Financial Statements for the Financial Year 2022-23, 2023-24, and 2024-25 by Chartered Accountant		
10.	Copy of the latest GST and Income Tax Return filed		
11.	Annexure-VI: Eligible Project Experience of Bidder		
12.	Annexure-VI-A: Format for Project Details Sheets		
13.	Certificate of establishment/Proof of Company registration document/ MoA or Partnership Deed		
14.	Relevant documents such as work orders, agreements, etc. and Completion Certificates/Experience Certificate/Client Certificate for fulfilling project experience.		
15.	"Client Certificate /Experience Certificate" of satisfactory services will be required for eligible projects which are ongoing or completed for claiming "the Technical Capacity". Experience Certificate /Client Certificate shall be directly issued by the Client of a position not less than Chief Municipal Officer (CMO) /Municipal Commissioner/Executive Engineer of Urban Local Body (ULB).		
16.	Copy of PAN Card, GSTIN Registration Certificate and any other registration certificates if applicable		
17.	Annexure VIII Under-Declaration for non-blacklisting		
18.	Annexure-VII: Draft Concession Agreement		
19.	Copy of RFP Documents, Copy of Envelope A.		
	ENVELOPE B: (Online submission only)		
1.	Annexure-IX: Financial Bid		