



VIJAYAWADA MUNICIPAL CORPORATION (VMC)

REQUEST FOR PROPOSAL

FOR

**DEVELOPMENT OF ROAD SIGNAGE AND DISPLAY DEVICE
INFRASTRUCTURE (PACKAGE WISE)**

IN

VIJAYAWADA CITY

ON

**BUILD, OPERATE, MAINTAIN & TRANSFER (BOMT)
BASIS**

Issued by

**Office In-Charge
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DEVELOPMENT OF ROAD SIGNAGE AND DISPLAY DEVICE INFRASTRUCTURE (PACKAGE WISE)
IN VIJAYAWADA CITY ON BOMT BASIS | VMC

VIJAYAWADA MUNICIPAL CORPORATION

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DEVELOPMENT OF ROAD SIGNAGE AND DISPLAY DEVICE INFRASTRUCTURE (PACKAGE WISE)
IN VIJAYAWADA CITY ON BUILD, OPERATE, MAINTAIN & TRANSFER (BOMT) BASIS

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Vijayawada Municipal Corporation
Jawaharlal Nehru Building, Canal Road, Vijayawada – 520001,
Email: engineeringvmc@gmail.com,
Website: <https://www.ourvmc.org/engg/gentenders.asp>

**NOTICE OF ELIGIBILITY CRITERIA FOR SUBMISSION OF BID FOR DEVELOPMENT OF ROAD
SIGNAGE AND DISPLAY DEVICE INFRASTRUCTURE (PACKAGE WISE) IN VIJAYAWADA CITY
ON BOMT BASIS**

Vijayawada Municipal Corporation (VMC), for the purpose of beautification and to maximise revenue generation, desires to undertake the development of State-of-the-art Road Signages, Unipoles, LED Screen, Traffic Signal and Street Light display board (package wise) in Vijayawada city in accordance with the Outdoor Advertising/Display device Policy/Master Plan (in preparation) and hereby invites bids for development of Road Signage, Unipoles, LED Screen, Traffic Signal and Street Light display boards (package wise) in Vijayawada City on a Build, Operate, Maintain and Transfer (BOMT) basis along with display devices rights.

Scope of work: The successful bidder shall be required to *inter alia* supply, manufacture and install the Road Signages (Gantry Sign, Primary way-finding sign, Secondary way-finding sign, Road name sign, Statutory, Mandatory, Prohibited, Facility sign etc), Unipoles, led Screen, Traffic Signal and Street Light display boards in Vijayawada City in accordance with drawing and specifications detailed in the bid document during the concession period and the successful bidder shall transfer such road signage, unipoles, Led screen, traffic signal and street light display boards to Vijayawada Municipal Corporation (VMC) at the end of the concession period.

The successful bidder may hire an expert experienced consultant to study, manufacture, erect and install the road signages, unipoles, Led screen, traffic signal and street light display boards (package wise) in line with the drawings and specifications provided by Vijayawada Municipal Corporation and construct the end road signages, unipoles, Led screen, traffic signal and street light display boards in accordance with the same.

Vijayawada Municipal Corporation (VMC) however, reserves the sole and absolute discretion to add or remove or alter any road signages and/ or media in the city, for any reason whatsoever including for the interest of the development of the city and for the benefit of the public at large and the successful bidder shall undertake to abide by the change as and when informed by VMC.

Eligibility Criteria:

1. The Bidder must be eligible and competent to enter into contract under the Indian Contract Act 1872.
2. The Bidder may be an individual, proprietary concern, partnership firm, limited liability partnership, a consortium or joint venture, a private or public limited company, who has experience in the field of road signages/ street furniture and traffic signals.
3. Bids submitted by a Consortium should comply with the following additional requirements:
 - a. There shall not be more than two (2) members in the Consortium.
 - b. Each member of the Consortium shall provide all the documents that are required to be submitted as per the Bid.

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- c. Bids submitted by a Consortium should provide a clear description of the roles and responsibilities of each of its members.
 - d. A Lead Member shall be nominated by the members of the Consortium/ Joint Venture and each of the members shall execute a Power of Attorney in favour of the Lead Member as per the prescribed format. and
 - e. Each member of the Consortium/ Joint Venture shall enter into a Memorandum of Understanding (MOU), as per the prescribed format for the purpose of submission of the bid and subsequently the proposal, in the event of being short-listed.
4. The Bidder shall not submit more than one technical bid for the Project. The financial bids shall be submitted Package wise in the format provided in this RFP. The Bidder may at its option choose to submit a bid for all or any of the Packages. Any Bidder who has submitted a bid for Project or any Package in his individual capacity or through a body corporate shall not submit another bid by participating as a member of a Consortium/ Joint Venture applying for the Project or any Package.
 5. The Bidder shall not have any dues or legal disputes with Vijayawada Municipal Corporation, if any have to be cleared immediately or an undertaking shall be submitted separately stating that the same.
 6. The Bidder should have experience of at least 3 years in executing projects in the field of road signages/ street furniture and street light display boards with minimum construction of 80 road signages/ street furniture and street light display boards for Package 1, 60 road signages/ street furniture and street light display boards for Package 2 and 100 road signages/ street furniture and street light display boards for Package 3 preferably under the PPP model (BOT, BOLT, BOO, BOOT), in the past 7 years immediately preceding the date of submission of the Bid.
 7. The Bidder should have minimum average annual financial turnover of Rs. 2.50 Crore for Package 1, Rs. 2.40 Crore for Package 2 and Rs. 5.00 Crore for Package 3 respectively during the last 3 financial years immediately preceding the date of submission of the Bid.

Note:

- i. The Bid Document can be obtained in person from the office of Commissioner, Jawaharlal Nehru Building, Canal Road, Vijayawada between 11.00 AM to 05.00 PM on all working days from 12th March'20 to 26th March'2020.
- ii. VMC reserves the right to accept or reject any or all bids within its discretion, which discretion shall be applied as per law of the land.
- iii. For any further clarifications please contact Chief Engineer, VMC Cell No. 9866514161, 9959442216 & 9866514141. The Bid Document is also available for reference on VMC website <https://www.ourvmc.org/engg/gentenders.asp> & vmc.ap.gov.in

Date: 05.03.2020

Place: Vijayawada

Commissioner
Jawaharlal Nehru Building,
Canal Road, Vijayawada – 520001

Disclaimer

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

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

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

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

VMC also accepts no liability of any nature whether resulting from negligence, misrepresentation, or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

VMC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

Invitation for Proposals

DEVELOPMENT OF ROAD SIGNAGE AND DISPLAY DEVICE INFRASTRUCTURE (PACKAGE WISE)
IN VIJAYAWADA CITY ON BOMT BASIS | VMC

Vijayawada Municipal Corporation
Jawaharlal Nehru Building, Canal Road, Vijayawada – 520001
Website : <http://www.ourvmc.org>

1.INTRODUCTION

1.1 Background

- 1.1.1 Vijayawada Municipal Corporation (“**VMC**”) is the special planning authority engaged in the development of Vijayawada city and as part of this endeavour, VMC plans for development of road signages, unipoles, LED screen, traffic signal and street light display boards thereon in the Vijayawada city in line with the specification detailed in the bid document on Build, Operate, Maintain and Transfer (the “**BOMT**”) basis, and has, therefore, decided to carry out the bidding process for selection of a private entity as the Bidder to whom each Package of the Project may be awarded. Brief particulars of the Project are as follows:

The Project shall be a BOMT basis and shall be divided into three Packages. The specifications and details of the Road Signages, Unipoles, LED Screen, Traffic Signal and Street Light display board to be developed by the Bidders is set out in Appendix II - Bill of Quantities and Specification of Road Signages, Unipoles, Led Screen, Traffic Signal and Street Light display board and Appendix III– Detail Drawings of Road Signages, Unipoles, Led Screen, Traffic Signal and Street Light display boards. The Bidder shall be in charge of the operation and maintenance of the Project in the concession period.

Name of the Project

Estimated Project Cost (In Rs. Cr.)

Development of Road Signages and display device infrastructure (package wise) in Vijayawada city BOMT basis

Package 1 – Rs. 7.90 Crore approx.
Package 2 – Rs. 7.78 Crore approx.
Package 3 – Rs. 16.20 Crore approx.

- 1.1.2 The Selected Bidder, who is either a company incorporated under the Companies Act, 1956/ 2013, consortium/ joint venture, partnership firm, limited liability partnership, an individual, a proprietary concern, or any other body corporate incorporated under the laws of India (the “**Concessionaire**”), shall be responsible for manufacturing, building, installing, procuring, operating and maintaining the Project under and in accordance with the provisions of the concession agreement (the “**Concession Agreement**”) to be entered into between the Selected Bidder and VMC in the form provided by VMC as part of the Bidding Documents pursuant hereto. VMC shall select a Bidder per each Package.

- 1.1.4 The estimated cost of each Package of the Project (the “**Estimated Project Cost**”) has been specified in Clause 1.1.1 above. The estimated cost of the BOQ may vary upward or downward by 15% of the quantities mentioned in the RFP document and such upward or downward revision be factored in by the Bidder at the time of submission of the Bids. The actual quantity will be derived post completion of survey which is in progress. The assessment of actual costs, however, will have to be made by the Bidders.
- 1.1.5 The Concession Agreement sets forth the detailed terms and conditions to the Bidder, including the scope of the services and obligations.
- 1.1.6 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner, the scope of services of the Bidder set forth in the Concession Agreement or VMC’s rights to amend, alter, change, supplement or clarify the scope of work, or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by VMC.
- 1.1.7 VMC shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by VMC pursuant to this RFP, as modified, altered, amended and clarified from time to time by VMC (collectively the “**Bidding Documents**”), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Bids (the “**Bid Due Date**”).

1.2 Brief description of Bidding Process

- 1.2.1 VMC has adopted a single stage bidding process (referred to as the “**Bidding Process**”) for selection of the bidder for award of the Project on a Package wise basis (“**Bidders**”). The Bidders shall be required to submit a common Technical Bid for all Packages and separate Financial Bids for each Package. The Technical Bid and the Financial Bids shall be submitted offline in two separate folders (collectively referred to as the “**Bids**”). The FIRST FOLDER shall contain the undertakings and other documents in accordance with the formats provided in Annexures A1 – Annexure A 10 of this RFP and all relevant supporting documents and all other technical proposals/documentation in respect of the Project or the relevant Package that the Bidder wishes to bid for such as the Project Implementation Plan, Construction and Procurement Plan, Quality Assurance Plan, Safety Management Plan, Operations Plans, etc., as listed in the Bid Checklist. (“**Technical Qualification**”). The SECOND FOLDER shall contain the financial bid on a Package wise basis and shall be submitted in the format provided in Annexure [B1](“**Financial Bid**”). The Bidder may at its discretion choose to submit Financial Bids for all or any of the Packages. Each of the Folders will be clearly marked as “Technical Qualification” and “Financial Bid”.

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VMC shall be entitled to disqualify an Applicant in accordance with the guidelines issued by the Government of Andhra Pradesh and/or the Government of India at any stage of the Bidding Process. Applicants must satisfy themselves that they are qualified to bid and that they meet all the criteria set out in the RFP.

- 1.2.2 The Bid shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date.
- 1.2.3 The Bidding Documents include the draft Concession Agreement for the Project which is enclosed. The Bill of Quantities (“**Bill of Quantities**”) prepared by the consultants to VMC setting out the details of the road signages, unipoles, LED screen, traffic signals and street light display boards to be developed, quality thereof, design etc., as provided in Appendix II is also enclosed and will form part of the Bidding Documents. The detail drawing of road signages, unipoles, LED screen, traffic signal and street light display boards are set out in Appendix III. The aforesaid documents and any addendum issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.
- 1.2.4 A Bidder is required to deposit, along with its Bid, an interest free, refundable bid security of Rs 20 lakhs in case of Package 1, Rs. 18 lakhs in case of Package 2 and/or Rs. 42 lakhs in case of Package 3 respectively (the “**Bid Security**”), which shall be refunded not before 180 (one hundred and eighty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security as required under the Concession Agreement. The Bidders shall pay the Bid Security in the form of an irrevocable bank guarantee from any nationalised bank in favour of “Commissioner, Vijayawada Municipal Corporation” and payable at a Scheduled Bank in Vijayawada, Andhra Pradesh. The Bidder should mention the receipt number and the date of payment of Bid Security in the Financial Bid. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. If a bidder would like to participate in more than one package the bid security for each package need to be submitted separately.
- 1.2.5 Bidders are invited to examine the Bidding Documents including the Project documents, Bill of Quantities, Drawings etc., in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for execution.
- 1.2.6 The Bids submitted by the Bidders shall be evaluated by VMC in accordance with the criteria and in the manner detailed in Clause 3 of this RFP.
- 1.2.7 The term “**Highest Bidder**” shall mean the Bidder who has secured the highest Composite Score (defined in Clause 3). Subject to the provisions of Clause 2.16, each Package of the Project will be awarded to the Highest Bidder for such Package of the Project. Generally, the Highest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Clause 3 of this RFP, be invited to match the Bid submitted by the Highest Bidder in case such Highest Bidder withdraws or is not

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selected for any reason. In the event that none of the other Bidders match the Bid of the Highest Bidder, VMC may, in its discretion, either invite fresh Bids from the remaining Bidders or annul the Bidding Process.

- 1.2.8 Any queries or request for additional information concerning this RFP shall be submitted in writing by e-mail so as to reach the officer designated in Clause 2.11.4 by the specified date. The communication shall clearly bear the following identification/ title: Re: Bid for Development of Road Signage, Display Device Infrastructure (package wise) in Vijayawada City of BOMT basis.

1.3 Schedule of Bidding Process

VMC shall endeavour to adhere to the following schedule:

	Event Description	Date
	RFP issue date	05.03.2020 @ 4.00 PM
1.	Last date for receiving queries	18.03.2020 @ 5.00 PM
2.	Pre-Bid Conference	19.03.2020 @ 11.00 AM
3.	VMC response to queries latest by	21.03.2020
4.	Bid Due Date	26.03.2020 @ 3.00 PM
6.	Opening of Bids	26.03.2020 @ 4.30 PM
7.	Letter of Award (LOA) for each Package of the Project	After completion of due procedure
8.	Validity of Bids	180 days from bid due date
9.	Signing of Concession Agreement for each Package of the Project	Within 15 days of award of LOA

1.4 Pre-Bid Conference

The date, time and venue of the Pre-Bid Conference shall be:

Date: 19.03.2020.

Time: 11:00 hrs

Venue: Vijayawada Municipal Corporation, Jawaharlal Nehru Building, Canal Road, Vijayawada

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1. General terms of Bidding

No Bidder shall submit more than one Bid for each Package of the Project. A Bidder bidding individually or as a member of a body corporate or a Consortium/ Joint Venture shall not be entitled to submit another bid either individually or as a member of any other body corporate or Consortium/ Joint Venture, as the case may be.

- 2.1.1 To the extent possible, the Bidding Documents shall be read together in an harmonious manner. Notwithstanding anything to the contrary contained in this RFP, in case of a direct contradiction between the terms of this RFP and the terms of the Concession Agreement, the detailed terms specified in the draft Concession Agreement shall have overriding effect. Provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.
- 2.1.2 The Financial Bid should be furnished Package wise in the format at Annexure B1 or Annexure B2 and/or Annexure B3, clearly indicating the bid amount in both figures and words, in Indian Rupees, and signed by the Bidder's authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 2.1.3 Deleted
- 2.1.4 The Bidder shall deposit a Bid Security of Rs 20,00,000/- (Rupees Twenty Lakhs only) in case of Package 1, Rs. 18,00,000/- (Rupees Eighteen Lakhs only) in case of Package 2 or/and Rs. 42,00,000/- (Rupees Forty-two Lakhs only) in case of Package 3 respectively in accordance with the provisions of this RFP. If a bidder would like to participate in more than one package the bid security for each package need to be submitted separately. The Bidder shall make payment of the Bid Security in the form of an irrevocable bank guarantee issued from any nationalised bank in favour of the 'Commissioner, Vijayawada Municipal Corporation'. The receipt number and the date of the receipt in respect of the payment of Bid Security shall be mentioned in the Financial Bid.
- 2.1.5 The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable after 180 (one hundred and eighty) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till the Selected Bidder has provided a Performance Security.
- 2.1.6 The Bidder should submit a Power of Attorney as per the format at Annexure A3, authorising the signatory of the Bid to commit the Bidder.

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- 2.1.7 In case the Bidder is a Consortium/ Joint Venture, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at Annexure A4.
- 2.1.8 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.9 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.10 The documents including this RFP and all attached documents, provided by VMC are and shall remain or becomes the property of VMC and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.10 shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders. However, it is hereby clarified that VMC will not return to the Bidders any Bid, document or any information provided along therewith.
- 2.1.11 A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, VMC shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by VMC and not by way of penalty for, *inter alia*, the time, cost and effort of VMC, including consideration of such Bidder’s proposal (the “**Damages**”), without prejudice to any other right or remedy that may be available to VMC under the Bidding Documents and/ or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
- (i) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.1.11, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding

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

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

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.1.11, shall include each Member of such Consortium.

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

2.1.12 This RFP is not transferable.

- 2.1.13 The Bidder shall not have any dues or legal disputes with Vijayawada Municipal Corporation, if any have to be cleared immediately or an undertaking shall be submitted separately stating that the same.
- 2.1.14 It is hereby clarified that the Bidders may choose to bid for any individual Package or all the Packages. The Technical Bid shall be common for all Packages. The Financial Bids shall be submitted separately for each Packages in accordance with the formats provided in Annexure B1, Annexure B2 and/or Annexure B3 of this RFP.
- 2.1.15 The successful Bidder must pay concession fee to the Authority in accordance with the terms of the Concession Agreement.
- 2.1.16 VMC reserves the right to erect the same road signages and other element components or other components in all the upcoming tenders and RFP.
- 2.1.17 Any award of execution work pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.2 Change in composition of the Consortium

- 2.2.1 Where the Bidder is a Consortium, change in composition of the Consortium may be permitted by VMC, only where:
- (a) the Lead Member continues to be the Lead Member of the Consortium;
 - (b) the substitute is at least equal, in terms of Technical Capacity or Financial Capacity, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the pre-qualification and short-listing criteria for Applicants; and
 - (c) the new Member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally and is not an Applicant/Member/ Associate of any other Consortium bidding for this Project.
- 2.2.2 Approval for change in the composition of a Consortium shall be at the sole discretion of VMC and must be approved by VMC in writing. The Bidder must submit its application for change in composition of the Consortium no later than 15 (fifteen) days prior to the Bid Due Date.
- 2.2.3 The modified/ reconstituted Consortium shall submit a revised Jt. Bidding Agreement and a Power of Attorney, substantially in the form prescribed Annexure, prior to the Bid Due Date.
- 2.2.4 The option of change in composition of the Consortium which is available under Clause 2.2.1 may be exercised by any Bidder who is either a Consortium or a single entity. In the case of a single entity Bidder adding a Consortium Member, the single entity Bidder shall be the Lead Member of the Consortium. Provided,

however, that no member of such Consortium shall be a Bidder or the member of a Consortium which has been pre-qualified.

2.3 Change in Ownership

- 2.3.1 By submitting the Bid, the Bidder acknowledges that it was pre-qualified and short-listed on the basis of its Technical Capacity and Financial Capacity or of its Consortium Members who shall, until the date of completion of all construction of the Package/ Project, hold equity share capital representing not less than: (i) 26% (twenty six percent) of the subscribed and paid-up equity of the applicant; or (ii) 5% (five percent) of the Total Project Cost for the relevant Package(s) specified in the Concession Agreement, whichever is higher. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such there under.
- 2.3.2 By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of the Bidder or a Consortium Member or an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFP, the Bidder shall be deemed to have knowledge of the same and shall be required to inform VMC forthwith along with all relevant particulars about the same and VMC may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Concession Agreement, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement, and the same shall be liable to be terminated without VMC being liable in any manner whatsoever to the Bidder. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, VMC shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to VMC under the Bidding Documents and/ or the Concession Agreement or otherwise.

2.4 Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. VMC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5 Site visit and verification of information

- 2.5.1 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings,

climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

2.5.2 It shall be deemed that by submitting a Bid, the Bidder has:

- (a) made a complete and careful examination of the Bidding Documents;
- (b) made a complete and careful examination of the Bill of Quantities, detailed Drawings of road signages, unipoles, LED screen, traffic signal and street light display board designs and other technical requirements provided in the Appendices to this RFP;
- (c) received all relevant information requested from VMC;
- (d) accepted the risk of inadequacy, omission or mistake in the information provided in the Bidding Documents or furnished by or on behalf of VMC relating to any of the matters referred to in Clause 2.5.1 above;
- (e) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove that are necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;
- (f) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from VMC, or a ground for termination of the Concession Agreement by the Bidder;
- (g) acknowledged that it does not have a Conflict of Interest; and
- (h) agreed to be bound by the undertakings provided by it under and in terms hereof.

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

2.6 Verification and Disqualification

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

2.6.2 VMC reserves the right to reject any Bid and appropriate the Bid Security if:

- (a) at any time, a misrepresentation by the Bidder is made or uncovered, or

- (b) the Bidder does not provide, within the time specified by VMC, the supplemental information sought by VMC for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified / rejected. If such disqualification / rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified / rejected, then VMC reserves the right to:

- (i) invite the remaining Bidders to submit their Bids in accordance with Clauses 3.3 and 3.4; or
- (ii) take any such measure as may be deemed fit in the sole discretion of VMC, including annulment of the Bidding Process.

- 2.6.3 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution, that one or more of the pre-qualification 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 either by issue of the LOA or entering into of the Concession Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by VMC to the Selected Bidder as the case may be, without VMC being liable in any manner whatsoever to the Selected Bidder. In such an event, VMC shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to VMC under the Bidding Documents and/ or the Concession Agreement or otherwise.

B. DOCUMENTS

2.7 Contents of the RFP

- 2.7.1 This RFP comprises the disclaimer set forth herein above, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9.

Invitation for Bids

- Section 1. Introduction
- Section 2. Instructions to Bidders
- Section 3. Evaluation of Bids
- Section 4. Fraud and Corrupt Practices
- Section 5. Pre-Bid Conference
- Section 6. Miscellaneous

Appendices

- I. Area detail of Road Signages, Unipoles, LED Screen, Traffic Signal and Street light display boards
- II. BOQ of Road Signages, Unipoles, LED Screen, Traffic Signal & Street light display boards
- III. Drawings of Road Signages, Unipoles, LED Screen, Traffic Signal & Street Light display boards
- IV. Draft Concession Agreement
- V. Package wise detail in Vijayawada city

Annexures

Part A - Formats of Technical Bid Submission

- Annexure A 1: Covering letter
- Annexure A 2: General Information about the Bidder
- Annexure A 3: Power of Attorney for signing of Bid
- Annexure A 4: Power of attorney for Lead Member of Consortium/ Joint Venture
- Annexure A 5: Anti-collusion certificate format
- Annexure A 6: Project Undertaking
- Annexure A 7: Affidavit
- Annexure A 8: Qualification Details
- Annexure A 9: Financial Details
- Annexure A 10: Undertaking for Compliance with the Technical Requirement

Project Implementation Plan, Project Construction and Procurement Plan, Quality Assurance Plan, Safety Management Plan, Operations and Management Plan and Handover Plan and such other documents as may be relevant for the purposes of technical evaluation of the Bids.

Format for Checklist of Submissions (Technical Bid)

Part B - Format of Financial Bid Submission

- Annexure B 1: Financial Bid format and Letter

- 2.7.2 The draft Concession Agreement provided by VMC as part of the Bidding Documents shall be deemed to be part of this RFP.

2.8 Clarifications

- 2.8.1 Bidders requiring any clarification on the RFP may notify VMC in writing by e-mail in accordance with Clause 1.2.8. They should send in their queries on or

- before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. VMC shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses will be sent by e-mail. VMC will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.
- 2.8.2 VMC shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, VMC reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring VMC to respond to any question or to provide any clarification.
- 2.8.3 VMC may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by VMC shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by VMC or its employees or representatives shall not in any way or manner be binding on VMC.

2.9 Amendment of RFP

- 2.9.1 At any time prior to the Bid Due Date, VMC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- 2.9.2 Any Addendum issued hereunder will be in writing and shall be sent to all the Bidders.
- 2.9.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, VMC may, in its sole discretion, extend the Bid Due Date.

C. PREPARATION AND SUBMISSION OF BIDS

2.10 Format and Signing of Bid

- 2.10.1 The Bidder shall provide all the information sought under this RFP. VMC will evaluate only those Bids that are received in the required formats and complete in all respects.
- 2.10.2 The Bid shall be typed and self-certified by the authorised signatory of the Bidder. All the Annexures from A1 to A10, other relevant documents supporting the Technical Qualifications of the Bidder such as Project Implementation Plan, Construction Plan, Quality Assurance Plan, Safety Management Plan, Operations and Management Plans, Handover Plan etc., the Financial Bid in the form of Annexure B1, Annexure B2 and/or Annexure B3 shall be submitted on a Package wise basis at VMC office with the Subject Line “Bid for Development of Road Signage and Display Device Infrastructure (package wise) in Vijayawada city on

BOMT basis”. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

2.11 Sealing and Marking of Bids

2.11.1 The Bidder shall submit two separate folders, the FIRST FOLDER shall contain all documents with respect to Technical Qualifications including all Annexures from A1 – A 10, relevant supporting documents in respect of such undertakings, technical plans for the Project such as the Project Implementation Plan, Construction and Procurement Plan, Quality Assurance Plan, Safety Management Plan, Operations and Management Plans, Handover Plan. The Technical Qualifications shall be common for all the Packages. The SECOND FOLDER shall contain Package wise Financial Bids in the format specified at Annexure B1, Annexure B2 and Annexure B3. Each Folder shall be marked clearly with the headings – “TECHNICAL QUALIFICATIONS” or “FINANCIAL BID” as relevant. It is hereby clarified that the Bidder may choose to submit the Financial Bids for any or all of the Packages.

2.11.2 If the folders are not submitted and marked as instructed above, VMC assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

2.11.3 Bids shall be submitted in hard copy in response to this RFP through registered post/ speed post/ courier or hand delivery. Bids submitted by fax, telex, telegram or by email shall not be entertained and shall be rejected.

2.11.4 Bids shall be submitted to the following address:

The Commissioner, Vijayawada Municipal Corporation
Address: Jawaharlal Nehru Buildings, Canal Road, Vijayawada 520001.
email: ajaykumarvmc@gmail.com, pmuvmc@gmail.com

2.11.5 The Official Website of the authority is <http://www.ourvmc.org/engg/gentenders.asp> & vmc.ap.gov.in All details including this RFP document, any Proposal Due Date extensions, clarifications, amendments, corrigendum, etc. in respect of this notification will be uploaded to the website of the Tendering Authority.

2.12 Bid Due Date

2.12.1 Bids should be submitted before 1500 hours IST on the Bid Due Date in the manner and form as detailed in this RFP.

2.12.2 VMC may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.9 uniformly for all Bidders.

2.13 Late Bids

Bids received by VMC after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.14 Evaluation and Opening of the Bid

- 2.14.1 The opening and evaluation of Bid shall be substantially in accordance with the RFP.

2.15 Modifications/ Substitution/ Withdrawal of Bids

- 2.15.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by VMC prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- 2.15.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in hard copy in accordance with Clause 2.11, by hand delivery or through registered post/ speed post/ courier with marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate. Bids submitted by fax, telex, telegram or by email shall not be entertained and shall be rejected.
- 2.15.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by VMC, shall be disregarded.

2.16 Rejection of Bids

- 2.16.1 Notwithstanding anything contained in this RFP, VMC reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that VMC rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 2.16.2 VMC reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.17 Validity of Bids

The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and VMC.

2.18 Confidentiality

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

and/ or VMCor as may be required by law or in connection with any legal process.

2.19 Correspondence with the Bidder

Save and except as provided in this RFP, VMC shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

D. BID SECURITY

2.20 Bid Security

- 2.20.1 The Bidder shall furnish as part of its Bid, a receipt evidencing the payment of Bid Security paid in accordance with Clauses 2.1.4.
- 2.20.2 VMC shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 2.20.3 Any Bid not accompanied by the Bid Security shall be summarily rejected by VMC as non-responsive.
- 2.20.4 Unless otherwise provided for in this RFP, the Bid Security of unsuccessful Bidders will be returned by VMC, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by VMC, and in any case after 180 (one hundred and eighty) days from the Bid Due Date.
- 2.20.5 VMC may, at the Selected Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Concession Agreement.
- 2.20.6 Without prejudice to the other provisions in this RFP, VMC shall be entitled to forfeit and appropriate the Bid Security as Damages *inter alia* in any of the events specified in Clause 2.20.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that VMC will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.20.7 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to VMC under the Bidding Documents and/ or under the Concession Agreement, or otherwise, if
 - (a) a Bidder submits a non-responsive Bid;
 - (b) a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this RFP;
 - (c) a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and VMC;
 - (d) the Selected Bidder fails within the specified time limit -
 - (i) to sign and return the duplicate copy of LOA; or
 - (ii) to sign the Concession Agreement; or
 - (iii) to furnish the Performance Security within the period prescribed therefore in the Concession Agreement.
 - (e) the Selected Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.

3.EVALUATION OF BIDS

3.1 Opening and Evaluation of Bids

- 3.1.1 VMC shall open the Bids at 1630 hours on the Bid Due Date, at VMC Office, Jawaharlal Nehru Building, Canal Road, Vijayawada or at any other place designated by VMC and in the presence of the Bidders who choose to attend.
- 3.1.2 VMC will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.
- 3.1.3 To facilitate evaluation of Bids, VMC may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

3.2 Tests of responsiveness

- 3.2.1 Prior to evaluation of Bids, VMC shall determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered responsive if:
 - (a) the Financial Bid is received as per the format at Annexure B1, Annexure B2 or Annexure B3;
 - (b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.12.2;
 - (c) all Annexures to this RFP have been received in the manner required herein;
 - (d) the Technical Qualifications and Financial Bid have been received in the manner stipulated in Clauses 2.10 and 2.11;
 - (e) it is accompanied by the Bid Security as specified in Clause 2.1.4;
 - (f) it is accompanied by the Power(s) of Attorney as specified in Clauses 2.1.6 or 2.1.7, as the case may be;
 - (f) it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
 - (g) it does not contain any condition or qualification; and
 - (h) it is not non-responsive in terms hereof.
- 3.2.2 VMC reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by VMC in respect of such Bid. Provided, however, that VMC may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

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3.3 Technical Bid Evaluation

- (a) The Technical Qualifications of the Bidders shall be evaluated and awarded marks on the following parameter:

Sl.No	Evaluation Parameter	Evaluation Element	Max Marks	Supporting
	<u>Technical Evaluation:</u>			
A	<u>Project Methodology:</u>			
		Understanding of the objectives for development of road signages, unipoles, LED screen, traffic signal and streetlight display boards in the city: The extent to which the parties approach and work plan respond to the objectives indicated in the RFP	15	Document comprising of project methodology- approach and work plan
B	<u>Relevant Experience</u>			
	Experience of road signages/ street furniture execution work	Quantitative assessment based on the number of road signages/ street furniture and street light display boards	25	Completion certificates from the client; OR Work Order; OR Work Order + Phase Completion Certificate (for on-going projects) from the client
	Execution of road signages/ street furniture, traffic signal and street-light display board	Qualitative assessment based on the past experience of at least 5 years in executing the road signages/ street furniture and signal lights display boards, size of those projects	20	
C	Total Turnover	Minimum average annual turnover of Rs.3crore in case of Package 1, Rs 4.50 crore in case of Package 2 and/or Rs. 7.50 crore in case of Package 3 in the 3 financial years immediately preceding the Bid submission.	20	Certificate from the statutory auditor
D	<u>Procurement/Construction Plan:</u>			
	Procurement/ Construction Plan	The Bidder shall submit Bar chart, Flow chart, etc. to substantiate implementation schedule of 6 months. Implementation Plan to contain all relevant details including:	20	Detailed Procurement and Construction Plan based on the Location Details provided in the RFP Quality Assurance Plan Safety Management Plan
		· Schedule of Activities / Bar Chart		
		· Organization		
		· Phases of implementation and timelines		
		· Procurement planning		
		· Installation planning and timelines		
		· Quality Assurance Plan		
		· Safety management		
		· Traffic & Circulation Plan		
		· Operation and Management Plan		
		· Handover Plan		
	Total Max. Marks (A+B+C+D)		100	

- (b) The relative technical scores of other Bidders for the Project shall be computed as follows:

$$\text{Technical Score' of Bidder for the Project (X)} = 100 \times \frac{\text{Marks secured by the respective bidder}}{\text{Highest Marks secured}}$$

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- (c) The score secured based on evaluation of the Technical Qualifications as above shall be the 'Technical score' of the Bidder for the Project being considered for evaluation.
- (d) Technical Bid submitted by the Bidders shall be common for all Packages.
- (d) The Financial Bids of only such Bidders who have secured 'Technical Score' of 70 marks or above shall be considered for the purpose of award of the Project.

3.4 Evaluation of Financial Bids (30 Marks)

- (a) The Authority will determine whether the Package wise Financial Proposals submitted by the Bidder are complete, unqualified and unconditional. The cost indicated in the Financial Proposal pertaining to each Package shall be deemed as final and reflecting the total cost of such Package. The two parameters submitted by the bidder in the financial bid i.e., (i) revenue share (20 marks) (ii) concession period (10 marks) will be considered in evaluation.
 (Bidder who proposes the **highest** revenue share will be given highest score (i.e., for 20 marks) and other bidders will be given equivalent marks according to the revenue share proposed by them & concession period parameter bidder who propose **lowest** concession period will be given highest score (i.e., for 10 marks) other bidders will be given equivalent marks according to the concession period proposed by them. Sum of the scores will be considered as financial score i.e., for 30 marks.
 Financial Proposal (FM) will be given a financial score (SF) of 100 points. The Financial Scores of other proposal will be computed as follows: $SF = 100 \times FM / F$ (F = amount of Financial Proposal).
- (b) The marks secured as above shall be the 'Financial Score' of the Bidder for such Package(s) of the Project.

3.5 Determination of Composite Score

In this RFP, Composite Score of the Bidders for each Package of the Project shall be worked out as under. The weightage to Technical score should be 70% and Financial score shall be 30%.

Bidder	Technical Score (X)	Financial Score (Y)	Weighted Technical Score (70% of X)	Weighted Financial Score (30% of Y)	Composite Score (F=D+E)
A	B	C	D	E	F
1					
2					

3.6 Selection of Bidder

- 3.6.1 Subject to the provisions of Clause 2.16.1, the Bidder whose Bid is adjudged as responsive in terms of Clause 3.2.1 and who obtains the highest Composite Score for a Package shall ordinarily be declared as the selected Bidder (the “**Selected Bidder**”) for such Package. In the event that VMC rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder for such Package.
- 3.6.2 In the event that two or more Bidders have the same Composite Score (the “**Tie Bidders**”) for a Package, VMC shall choose the Bidder who has a higher Technical Score for such Package and if technical score is also same, the bidder who offered highest revenue share will be selected as the Selected Bidder.
- 3.6.3 In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the “**first round of bidding**”), VMC may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Highest Bidder (the “**second round of bidding**”). If in the second round of bidding, only one Bidder matches the Highest Bidder, it shall be the Selected Bidder for such Package. If two or more Bidders match the said Highest Bidder in the second round of bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder for such Package. For example, if the third and fifth highest Bidders in the first round of bidding offer to match the said Highest Bidder in the second round of bidding, the said third highest Bidder shall be the Selected Bidder.
- 3.6.4 In the event that no Bidder offers to match the Highest Bidder in the second round of bidding as specified in Clause 3.6.3, VMC may, in its discretion, invite fresh Bids (the “**third round of bidding**”) from all Bidders except the Highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are higher than the Bid of the second highest Bidder in the first round of bidding.
- 3.6.5 After selection, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by VMC to the Selected Bidder for each Package and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, VMC may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder for such Package may be considered.

- 3.6.6 After acknowledgement of the LOA as aforesaid by the Selected Bidder execute the Concession Agreement within the period prescribed in Clause 1.3. The selected Bidder shall not be entitled to seek any deviation in the Concession Agreement.

3.7 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time VMC makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, VMC and/ or their employees/ representatives on matters related to the Bids under consideration.

4.FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, VMC may reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, as the case may be, if it determines that the Bidder as the case may be, has directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, VMC shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to VMC under the Bidding Documents and/ or the Concession Agreement, or otherwise.
- 4.2 Without prejudice to the rights of VMC under Clause 4.1 hereinabove and the rights and remedies which VMC may have under the LOA or the Concession Agreement, or otherwise if a Bidder, as the case may be, is found by VMC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by VMC during a period of 2 (two) years from the date such Bidder as the case may be, is found by VMC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Clause 4, 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 VMC 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 Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of VMC, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process).;
 - (b) “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

- (c) “**coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by VMC 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.PRE-BID CONFERENCE

- 5.1 Pre-Bid Conference(s) of the Bidders shall be convened at the designated date, time and place. Only those persons who have purchased the RFP document shall be allowed to participate in the Pre-Bid Conference(s). A maximum of five representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.2 During the course of Pre-Bid Conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of VMC. VMC shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

6. MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which VMC has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 VMC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) issue a LOA for none or all or any of the Packages;
 - (d) retain any information and/ or evidence submitted to VMC by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (e) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases VMC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

Appendices

**DEVELOPMENT OF ROAD SIGNAGE AND DISPLAY DEVICE INFRASTRUCTURE (PACKAGE WISE)
IN VIJAYAWADA CITY ON BOMT BASIS | VMC**

APPENDIX I

Display Devices Area Detail of Road Signage, Unipole, Led Screen, Traffic Signal & Street Light display boards

Display Devices Area Details of Road Signages and Other Elements - Package 1										
Sl.No	Elements	Display device panel dimension (width) in m	Display device panel dimension (length) in m	Display device area on each side approx in Sq.Mt	Display device area in Sq.ft/ each unit	Display device area in Sq.Mtr/ each unit	Total display device area in Sq.Mtr	Quantity of elements	Total display device area in Sq.ft approx.	Total display device area in Sq.M approx.
1	Street Light Display Board	0.91	1.80	1.64	35.31	3.28	As approved by VMC	160	5648.90	524.80
2	Gantry	1.50	3.00	4.50	96.88	9.00	As approved by VMC	6	581.25	54.00
3	Unipole	4.20	3.00	12.60	271.25	25.20	As approved by VMC	11	2983.76	277.20
4	Signage:									
4a	Street/Road Name Signage							82		
4b	Road Name Signage							21		
4c	Secondary Wayfinding Signage							6		
4d	Primary Wayfinding Signage							1		
4e	Identification Signage							28		
4f	Statutory, Mandatory & Facility							25		
5	Led Screen	3.00	4.20	12.60	135.63	12.60	As approved by VMC	3	406.88	37.80
6	Traffic Signal							9		
	Total:							352	9620.78	893.80

Display Devices Area Details of Road Signages and Other Elements - Package 2										
Sl.No	Elements	Display device panel dimension (width) in m	Display device panel dimension (length) in m	Display device area on each side approx in Sq.Mt	Display device area in Sq.ft/ each unit	Display device area in Sq.Mtr/ each unit	Total display device area in Sq.Mtr	Quantity of elements	Total display device area in Sq.ft approx.	Total display device area in Sq.M approx.
1	Street Light Display Board	0.91	1.80	1.64	35.31	3.28	As approved by VMC	358	12639.41	1174.24
2	Gantry	1.50	3.00	4.50	96.88	9.00	As approved by VMC	8	775.00	72.00
3	Unipole	4.20	3.00	12.60	271.25	25.20	As approved by VMC	2	542.50	50.40
4	Signage:									
4a	Street/Road Name Signage							88		
4b	Road Name Signage							19		
4c	Secondary Wayfinding Signage							25		
4d	Primary Wayfinding Signage							3		
4e	Identification Signage							27		
4f	Statutory, Mandatory & Facility							24		
5	Led Screen	3.00	4.20	12.60	135.63	12.60	As approved by VMC	1	135.63	12.60
6	Traffic Signal							10		
	Total:	9.61	12.00	31.34	539.06	50.08		565	14092.54	1309.24

Display Devices Area Details of Road Signages and Other Elements - Package 3										
Sl.No	Elements	Display device panel dimension (width) in m	Display device panel dimension (length) in m	Display device area on each side approx in Sq.Mt	Display device area in Sq.ft/ each unit	Display device area in Sq.Mtr/ each unit	Total display device area in Sq.Mtr	Quantity of elements	Total display device area in Sq.ft approx.	Total display device area in Sq.M approx.
1	Street Light Display Board	0.91	1.80	1.64	35.31	3.28	As approved by VMC	552	19488.71	1810.56
2	Gantry	1.50	3.00	4.50	96.88	9.00	As approved by VMC	10	968.75	90.00
3	Unipole	4.20	3.00	12.60	271.25	25.20	As approved by VMC	12	3255.01	302.40
4	Signage:									
4a	Street/Road Name Signage							123		
4b	Road Name Signage							39		
4c	Secondary Wayfinding Signage							42		
4d	Primary Wayfinding Signage							13		
4e	Identification Signage							19		
4f	Statutory, Mandatory & Facility							27		
5	Led Screen	3.00	4.20	12.60	135.63	12.60	As approved by VMC	4	542.50	50.40
6	Traffic Signal							34		
	Total:	9.61	12.00	31.34	539.06	50.08		875	24254.97	2253.36

(Specifications and Drawings of Road Signages, Unipole, LED Screen, Traffic Signal and Street Light display board items mentioned above shall be as indicated in Appendix-II and Appendix-III)

APPENDIX II

Bill of Quantities of Road Signages, Unipoles, Led Screen, Traffic Signal and Street Light display board is attached

APPENDIX III

Detail Drawings of Road Signage, Unipoles, Led Screen, Traffic Signal and Street Light display board attached

APPENDIX IV

Draft Concession Agreement (attached)

DEVELOPMENT OF ROAD SIGNAGE AND DISPLAY DEVICE INFRASTRUCTURE (PACKAGE WISE)
IN VIJAYAWADA CITY ON BOMT BASIS | VMC

APPENDIX V

Package wise - Roads detail in Vijayawada city

Package-I

Sl.No	Road Name
1	NH9 (VIJAYAWADA- HYDERABAD HIGHWAY From Krishnalanka Police station to Gollapudi))
2	Vidhyadharapuram Main Road(Left side of Bypass Road)
3	RTC Workshop Road(Left side of Bypass Road)
4	Crombay Road/Swathi Theatre Road (Left side of Bypass Road)
5	Bypas Road (from Tunnel to Mile Stone centre)
6	Kabela Road(Right side of Bypass Road)
7	Urmila Nagar Road (Right side of Bypass Road)
8	Jogi Nagar Church Road (Right side of Bypass Road)
9	K.T Road (From Vijaya Dairy Milk Project to Panchamukha Anjaneyaswamy Temple, via Chittinagar)
10	Ganapathi Rao Road (From Panchamuka Anjaneya swamy temple to VRL Transport/ King Plaza Tower)
11	Bapu Rajendra Prasad Road 1(B.R.P Road 1) -(From K L Rao Market to V.R.L Transport, Winchpeta)
12	Bapu Rajendra Prasad Road 1(B.R.P Road 1) -(From Winchpeta to Vijayawada By pass Road(Errakatta))
13	Nehru Road/Station Road (From, Winchpeta to BSNL Exchange Office)
14	Canal Road(From Gosal to Low Bridge)
15	Main Bazar Street (Panchamukha Anjaneya swami temple to Canal Road)
16	Sivalayam Street (Main Bazar Street to BRP Road)
17	Bhavanarayana Street (Main Bazar Street to BRP Road)
18	Pulipatri Vari Street (Main Bazar Street to BRP Road)
19	Janda Chettu Road (Main Bazar Street to BRP Road)
20	Park Road (Main Bazar Street to Nehru/Station Road)
21	Brahmin Street (Panchamukha Anjaneya swami temple to Canal Road)
22	Gulam Mohiddin Street (Brahmin Street Street to BRP Road)
23	R.R. Apparao Street/Amma Hotel Junction (Main Bazar Street to Nehru Road)
24	Fish Market Road
25	Errakatta Raod (From Chittinagar To Meesala Rao Bridge)
26	Etkinsion High school Road, Gollapudi Branch
27	Housing Board Colony Road

DEVELOPMENT OF ROAD SIGNAGE AND DISPLAY DEVICE INFRASTRUCTURE (PACKAGE WISE)
IN VIJAYAWADA CITY ON BOMT BASIS | VMC

Package-II

Sl.No	Road Name
1	Caltex Road/Station Road
2	CK Reddy Road
3	GS Raju Road
4	Vijayawada- Nunna Road (Ajitsingh Nagar Road from Budameru Vanthana/Brige)
5	BRTS Road
6	Raghavendra Theatre Road
7	Bhagathsingh Road
8	Government Hospital Road
9	Eluru Road
10	Sambamurthi Road
11	Devi Nagar to Gunadala Road
12	Vijayawada-Visanna Peta Road
13	Vijayawada-Nuzividu Road
14	Andhra Prabha Colony
15	Bus stand Road/Kalakshetrem Road
16	Nageswar Rao Panthulu Street
17	NRP Road
18	Nandamuri Nagar 100' Road
19	Goopal Rao Road Gandhi Nagar
20	Gnanolive Street
21	Gymkhana Ground Street
22	Andhra Ratna Road
23	Carmel Nagar 120' Road
24	Madhura Nagar Road
25	Sivalayam Street
26	Inner Ring Road (Jakkam Pudi to Pipula Road)
27	Inner Ring Road (Nunna Road to Ramavarappadu Fly over)
28	Atchuta Ramaiah Street
29	Hotel Sripada Road (Eluru Locks to Samba Murthy Road)
30	Tahsildar Office/ Tahsildar Office

DEVELOPMENT OF ROAD SIGNAGE AND DISPLAY DEVICE INFRASTRUCTURE (PACKAGE WISE)
IN VIJAYAWADA CITY ON BOMT BASIS | VMC

Package-III

Sl.No	Road Name
1	Bandar Road/MG Road (From Scrap Park to Benz Circle)
2	Bandar Road/MG Road (From Benz Circle to Autonagar)
3	Tickle Road (DV Manar Road)
4	Sri Natarajan Gujlar Road
5	YV Rao Road
6	PVP Road
7	Veternary Hospital Road
8	Pinnamaneni Poly Clinic Road
9	Loyola College Road
10	Gopal Reddy Road (5 Route)
11	Prakasam Road(5 Route)
12	Pushpa Hotel Road
13	Stadium Five Cross Street
14	Vyemula Devi Street
15	Water Tank Road/Visalandhra Road
16	Dornakal Road
17	Nakkal Road
18	Meusium Road
19	Beasent Road
20	Rajahopla Chary Road/Buckingham Road
21	Ali-Baig Street
22	Dubagunta Vari Street
23	Attha Rattaiah Street
24	Lenin Centre
25	Kothavantena Road/Banka Venkateswarulu Street
26	Kaleswara Rao Road (Rajgopal chari street to Vyemula sarada Devi Street)
27	Yanamala Kuduru Road
28	Donka Road
29	Nirmala convent Road
30	Pantakaluva Road
31	High School Road
32	Krishnaveni Road
33	Autonagar Gate Road 100' Road
34	Gurunanak Colony Road
35	Funtime Road
36	Mahanadu Road
37	Bharathi Nagar, Main Road (Opp. Vinayak Theatre)
38	ITI Road
39	Christurajpuram Road
40	NTR Dental University South Side Road/ ESI Road
41	NH9 Part 2 (From Krishna Lanka Police Station to Benz Circle)
42	Airport Road (From Benz Circle to Ramavarapadu Ring)

DEVELOPMENT OF ROAD SIGNAGE AND DISPLAY DEVICE INFRASTRUCTURE (PACKAGE WISE)
IN VIJAYAWADA CITY ON BOMT BASIS | VMC

PART A

FORMATS FOR TECHNICAL BID SUBMISSION

Annexure	Format for Technical Bid
Annexure A1 to A10	Formats for Technical Bid Submission and Checklist

DEVELOPMENT OF ROAD SIGNAGE AND DISPLAY DEVICE INFRASTRUCTURE (PACKAGE WISE)
IN VIJAYAWADA CITY ON BOMT BASIS | VMC

Annexure-A 1

Format of Covering Letter

Date:

To,

The Commissioner,
Vijayawada Municipal Corporation,
Jawaharlal Nehru Building,
Canal Road, Vijayawada – 520001

Sub: Submission of Bid comprising Technical and Financial Bids for Development of Road
Signage and Display Device Infrastructure (package wise) in Vijayawada city on BOMT basis

Dear Sir,

1. Having examined the RFP Documents for execution of the Concession Agreement for the captioned Project, we the undersigned offer to develop the project sites in Vijayawada City.
2. This Bid and your written acceptance of it shall form part of the Concession Agreement to be signed between Vijayawada Municipal Corporation (VMC) and us. If nominated as Bidder, we understand that it is on the basis of our technical, financial & organizational capabilities and experience asset by you. We understand that the basis for our selection will be the complete Bid documents submitted along with this letter, and that any circumstance affecting our continued eligibility as per RFP, or any circumstance which would lead or have Left to our disqualification, shall result in our disqualification under this bidding process.
3. I/We agree that
 - (a) If we fail to provide required facilities to Vijayawada Municipal Corporation for carrying out development of road signage, unipole, LED screen, traffic signal and streetlight display board execution work
Or
 - (b) If we fail to meet the contractual obligations and/or technical bid and/or the conditions/ stipulations of the RFP document, Vijayawada Municipal Corporation or its' representative shall be at liberty to take action in accordance with the RFP document.
4. I/We agree to abide by this Bid for a period of 180 days from the Bid due date and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
5. I/We undertake, if our bid is accepted, to complete the project, commence operations and manage as per the RFP document and Concession Agreement.
6. In the event of our Bid being accepted, we agree to enter into the formal Concession Agreement with Vijayawada Municipal Corporation incorporating the conditions of the Bid including the draft Concession Agreement there to annexed and written acceptance thereof.

DEVELOPMENT OF ROAD SIGNAGE AND DISPLAY DEVICE INFRASTRUCTURE (PACKAGE WISE)
IN VIJAYAWADA CITY ON BOMT BASIS | VMC

7. We agree, if our Bid is accepted, to submit the Performance Security (Bank Guarantee) which shall be 10% of the Project cost as performance guarantee to VMC as required under the Concession Agreement within 30 days of issue of Letter of Intent (LoI).
9. I/We agree that if we fail to fulfil any of the conditions mentioned in the RFP document, VMChastherighttoforfeittheBidSecuritybeingfurnishedbyusalongwiththisBid.
9. I/We understand that VMC is not bound to accept any or all bids it may receive.
10. I/We declare that we have disclosed all facts and circumstances, which would be relevant to and have a bearing on the evaluation of our bid and selection as Bidder.
11. I/We declare that in the event that VMC discovers anything contrary to our above declarations, it is empowered to forthwith disqualify our Bid for further evaluation process and forfeit our Bid Security.

Dated this _____ day of _____ 2020
(Signature)

(Name of the person)

(In the capacity of)

Company Seal

(Name of firm)

Duly authorized to sign Proposal for and on behalf of (Fill in block capitals)

General Information about the Bidder

1. FirmParticulars

Sl.No.	Particulars
1	Name of Person/ Firm / Company/ Entity:
2	Office Address:
3	Telephone:
4	Fax:
5	E-Mail:
6	Place for Incorporation/Registration/Establishment:
7	Date of Incorporation/Registration/Establishment:
8	Date of Commencement of Business

Note: Certified true copy of Certificate of Incorporation, Partnership Deed, Memorandum & Articles of Association, Certificate of Commencement of Business shall be submitted. Incase of partnership firm or a LLP, certified truecopy of the registration certificate and partnership deed shall be submitted.IncaseofProprietorshipfirmcertifiedcopyofPANcardshallbesubmitted. In case of an individual bidder, copy of his/her Aadhaar card, PAN Card shall be submitted.

- 2.** Attach Brochure / details of body corporate pertaining to Ownership structure, write up on business history and growth, business areas and activities.

3. Details of Contacts forfirm:

Contact Person	Contact Address
Contact A	Address, Telephone, Facsimile, E-mail
Contact B	Address, Telephone, Facsimile, E-mail

4. Details of Authorized Signatory:

Also submit a copy of the Board Resolution authorizing the below mentioned authorized signatory to sign and submit the Bid, Agreements etc.

Name:

Designation:

Address:

Tel/Mobile:

Fax:

E-Mail:

Format

Power of Attorney for signing of Bid
(Refer Clause 2.1.9)

(On a Non-Judicial Stamp Paper of Rs 100 duly attested by notary public)

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

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

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

For.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted

Notarised

(Signature, name, designation and address
of the Attorney)

DEVELOPMENT OF ROAD SIGNAGE AND DISPLAY DEVICE INFRASTRUCTURE (PACKAGE WISE)
IN VIJAYAWADA CITY ON BOMT BASIS | VMC

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

Power of Attorney for Lead Member of Consortium/ Joint Venture

(Refer Clause 2.1.10)

Whereas the (the “Authority”) has invited bids from pre-qualified and short-listed parties for the Project (the “Project”).

Whereas,, and (collectively the “Consortium”) being Members of the Consortium/ Joint Venture are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposals and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium/ Joint Venture to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium/ Joint Venture, all acts, deeds and things as may be necessary in connection with the Consortium/ Joint Venture’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s., having our registered office at, and M/s., having our registered office at, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s having its registered office at, being one of the Members of the Consortium/ Joint Venture, as the Lead Member and true and lawful attorney of the Consortium/ Joint Venture (hereinafter referred to as the “Attorney”) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium/ Joint Venture and any one of us during the bidding process and, in the event the Consortium/ Joint Venture is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium/ Joint Venture, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium/ Joint Venture and generally to represent the Consortium/ Joint Venture in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium/ Joint Venture’s bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2020

DEVELOPMENT OF ROAD SIGNAGE AND DISPLAY DEVICE INFRASTRUCTURE (PACKAGE WISE)
IN VIJAYAWADA CITY ON BOMT BASIS | VMC

For

(Signature, Name & Title)

For

(Signature, Name & Title)

For

(Signature, Name & Title)

(Executants)

(To be executed by all the Members of the Consortium/ Joint Venture)

Witnesses:

- 1.
- 2.

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

Format
Anti-collusion certificate

(On letterhead of the bidder)

We hereby certify and confirm that in the preparation and submission of this Bid, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive, restrictive or monopolistic trade practice.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Bid.

Dated this _____ Day of _____, 2020

Name of the Bidder

Signature of the Authorised Person

Name of the Authorised Person

DEVELOPMENT OF ROAD SIGNAGE AND DISPLAY DEVICE INFRASTRUCTURE (PACKAGE WISE)
IN VIJAYAWADA CITY ON BOMT BASIS | VMC

Annexure-A 6

Format
Project Undertaking
(On letterhead of the bidder)

Date:

Commissioner,
Vijayawada Municipal Corporation,
Jawaharlal Nehru Building,
Canal Road, Vijayawada – 520001

Re: Submission of Bid comprising Technical and Price Bids for “Development of Road Signage and Display Device Infrastructure (package wise) in Vijayawada City on BOMT basis”

I/We have read and understood the RFP Document & Draft Concession Agreement in respect of the captioned Project.

I/We hereby agree and undertake as under:

- (a) Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Bid we here by represent and confirm that our Bid is unconditional in all respects.
- (b) We are not barred by VMC, Government of India, Government of Andhra Pradesh, or any other state government or any of their agencies, departments from participating in similar projects.
- (c) We don't have any dues or legal disputes with Vijayawada Municipal Corporation, if any will be cleared immediately **before the issue of LoA**.

Dated this _____ Day of _____, 2020

Name of the Bidder

Signature of the Authorised Person

Name of the Authorised Person

Format
Affidavit

(Affidavit should be executed on a Non-Judicial stamp paper of Rs100/- or such equivalent document duly attested by Notary Public)

1. I, the undersigned, do hereby certify that all the statements made in the Bid are true and correct
2. The undersigned also hereby certifies that neither our firm M/s..... nor any of its directors/constituent partners have abandoned any work in India and/abroad nor any contract awarded to us for such works have been terminated for reasons attributed to us, during last five years prior to the date of this Bid nor have been barred by any agency of GoI or GoAP from participating in any projects or otherwise.
3. We don't have any dues or legal disputes with Vijayawada Municipal Corporation, if any will be cleared immediately **before the issue of LoA.**
4. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary as requested by VMC to verify this statement or regarding my(our) competence and general reputation
5. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the VMC

Signed by an authorized officer of the firm

Designation of officer

Name of Firm

Date

DEVELOPMENT OF ROAD SIGNAGE AND DISPLAY DEVICE INFRASTRUCTURE (PACKAGE WISE)
IN VIJAYAWADA CITY ON BOMT BASIS | VMC

Annexure-A 8

Qualification Details

Bidder shall submit the supporting docs of relevant experience in the field of road signages, unipoles, Led screen, traffic signal and street light display board execution work in the format as below.

Experience

(Figs in Lakhs)

Sl.No	Project Details along with type of Category of Project	Client Details	No of Road Signages and other elements completed/ ongoing	Date of Allotment	Cost of Project	Completion period	Actual date of work Completion

Note:

Provide a Completion certificate from client as proof of experience.

DEVELOPMENT OF ROAD SIGNAGE AND DISPLAY DEVICE INFRASTRUCTURE (PACKAGE WISE)
IN VIJAYAWADA CITY ON BOMT BASIS | VMC

Annexure-A 9

Financial Details

Bidder shall submit the supporting docs of financial turnover in three consecutive financial years (2016-17, 2017-18 and 2018-19) in the format as below.

Financial Turnover

(Figs in Lakhs)

Name of Individual/ Proprietary concern/Consortium/ JV/Private/Public Ltd Company	Nature of the Business Activities (Construction/ Development/ Display Devices)	Date of Formation/ Establishment/ Incorporation/ Commencement	Annual Turnover	Proven Experience
			2016-17	
			2017-18	
			2018-19	

Note:

CA/ Statutory Auditors certificate along with Audited Financial Statements for the last 3years along with schedules to Balance sheet and P&L account shall be submitted.

Bid Security (EMD) Form
(Format to be used in case bidder is submitting EMD)

File. No:

Project Name:

(To be issued by a bank scheduled in India as having at least one branch in Vijayawada)

Whereas..... (Here in after called “the Bidder”) has submitted its bid dated(Date). For the execution of..... (Here in after called “the Bid”) KNOW ALL MEN by these presents that WE of having our registered office at..... (Here in after called the “Bank”) are bound unto the (hereinafter called “The Commissioner, VMC, VIJAYAWADA”) in the sum of for which payment well and truly to be made to the said VMC itself, its successors and assignees by these presents.

The conditions of this obligation are:

- a. If the bidder withdraws its bid during the period of bid validity or
- b. If the bidder, having been notified of the acceptance of its bid by the VMC during the period of bid validity:

- 1) fails or refuses to execute the contract form if required; or

- 2) fails or refuses to furnish the performance security, in accordance with the bid requirement;

- c. bidder submits fabricated documents We undertake to pay the above amount upon receipt of its first written demand, without the VMC having to substantiate its demand, provided that in its demand the will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee of Rs. -----will remain in force up to..... and any demand in respect thereof should reach the Bank not later than the above date.

Place:

Signature of the Bank Official

Date :

with seal

DEVELOPMENT OF ROAD SIGNAGE AND DISPLAY DEVICE INFRASTRUCTURE (PACKAGE WISE)
IN VIJAYAWADA CITY ON BOMT BASIS | VMC

Annexure A 11

Format for Letter of Undertaking for Compliance with the Technical Requirement

[On the Letterhead of the Bidder]

Date:

To
Commissioner,
Vijayawada Municipal Corporation,
Jawaharlal Nehru Building,
Canal Road, Vijayawada – 520001

Sub: Submission of Bid comprising Technical and Price Bids for “Development of Road Signage and Display Device Infrastructure (package wise) in Vijayawada City on a Build, Operate, Maintain and Transfer (BOMT) basis” – Compliance with the Technical Requirement of RFP.

Dear Sir:

As part of the Bid for Development of Road Signage, Unipole, Led Screen, Traffic Signal and Street Light display board (package wise) in Vijayawada City. We hereby agree to build the Road Signages, Unipoles, LED Screen, Traffic Signal and Street Light display board (package wise) as per the requirements stipulated in the RFP document.

I/We also undertake to meet the statutory requirements of the laws of Local Authority, State Government and that of the Government of India, seek all the statutory licenses from time to time as required to build the Road Signages, Traffic Signal and Street Light display board (package wise) within the time stipulated in the draft Concession Agreement.

We hereby undertake that if the Project is awarded to us, we will meet requirements as specified RFP document and give our compliance for the same.

I/We here by assure you and guarantee that in future, from time to time whenever we are required to undertake or follow any specific guidelines / law, we shall do the needful as required to ensure that the project comply with the legal requirements.

I/We hereby assure you and guarantee that I/we shall transfer Project assets including Road Signages, Traffic Signal and Street Light display board etc., to VMC at the end of the concession period.

Yours faithfully,

(Signature of Authorised
Signatory) (Name, Title, Address,
Date)

DEVELOPMENT OF ROAD SIGNAGE AND DISPLAY DEVICE INFRASTRUCTURE (PACKAGE WISE)
IN VIJAYAWADA CITY ON BOMT BASIS | VMC

Format for Checklist of Submissions (Technical Bid)

Sl.No	Enclosures	Status (Submitted/ Not Submitted)	Comments, if any
1	Signed copy of RFP including Annexures		
2	Covering Letter (A1)		
3	RFP Document fee Rs./- payable to VMC		
4	General Information of the bidder (A2)		
5	Certificate of Incorporation or applicable incorporation document (in case of companies and body corporates)		
6	Memorandum & Articles of Association or applicable constitutional documents (in case of companies and body corporates)		
7	Certificate of commencement of business (where applicable)		
8.	Receipt evidencing payment of Bid Security		
9	Power of attorney for signing of bid (A3)		
10	Board Resolution/Power of attorney in favour of the person executing the Power of attorney for signing of bid		
11	Power of attorney for Lead Member of Consortium/JV (A4)		
12	Anti-collusion certificate (A5)		
13	Project Undertaking (A6)		
14	Affidavit (A7)		
15	Qualification Details (A8)		
16	Financial Details (A9)		
17	Bid Security (EMD) Form (A10)		
18	Audited Financial Statements for the last 5 years		
19	Income tax returns for the last 3 years		
20	Supporting documents like completion certificates /statutory auditor certificate as proof of experience for Technical Qualifications		
21	Format for Compliance with Technical Requirements (A10)		
22	Project Technical documents – (1) Project Methodology and implementation plan, (2) Relevant Experience docs, (3) Construction and Procurement Plan, (4) Quality Assurance Plan, (5) Safety Management Plan, (6) Operationand Maintenance Plan, (7) Handover Plan		
23.	A copy of the Concession Agreement with each page initialled by the authorized signatory authorized to sign the Bid		

DEVELOPMENT OF ROAD SIGNAGE AND DISPLAY DEVICE INFRASTRUCTURE (PACKAGE WISE)
IN VIJAYAWADA CITY ON BOMT BASIS | VMC

PART B

FORMATS FOR FINANCIAL BID SUBMISSION

Annexure	Format for
Annexure B1 to B3	Financial Bid & Letter (Package wise)

Format for Financial Bid and Letter
(Refer Clauses 2.1.5 and 2.14)
[On the Letterhead of the Bidder]

Date:

To,
Commissioner,
Vijayawada Municipal Corporation,
Jawaharlal Nehru Building,
Canal Road, Vijayawada – 520001

Sub: Submission of Financial Bid for “Development of Road Signage and Display Device Infrastructure (Package 1) in Vijayawada City on Build, Operate, Maintain and Transfer (BOMT) basis” under revenue sharing for 10 years

Dear Sir,

With reference to your RFP document dated, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

1. I/ We acknowledge that VMC will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
2. This statement is made for the express purpose of our selection as Concessionaire for the [development, construction, operation and maintenance] of Package 1 of the aforesaid Project.
3. I/ We shall make available to VMC any additional information it may find necessary or required to supplement or authenticate the Bid.
4. I/ We acknowledge the right of VMC to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. I/ We certify that in the last three years, we/ any of the Consortium Members[£] or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

[£] If the Bidder is not a Consortium, the provisions applicable to Consortium may be omitted.

6. I/ We declare that:
- (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by VMC; and
 - (b) I/ We do not have any conflict of interest in accordance with Clauses 2.1.11 of the RFP document; and
 - (c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposals issued by or any agreement entered into with VMC or any other public sector enterprise or any government, Central or State; and
 - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
 - (e) the undertakings given by us along with the Request Letter in response to the RFP for the Project were true and correct as on the date of the Request Letter and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
7. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.16 of the RFP document.
8. I/ We believe that we/ our Consortium satisfy(s) the Net Worth criteria and meet(s) the requirements as specified in the RFP document.
9. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a Bid for the Project.
10. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

12. I/ 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. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate VMC of the same immediately.
14. I/ We acknowledge and undertake that we /our Consortium was pre-qualified and short-listed on the basis of our qualifications or the qualification of its Members who shall, for a period of 5 (five) years from the date of completion of all construction of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the Concessionaire; or (ii) 5% (five per cent) of the Total Project Cost for the relevant Package, as specified in the Concession Agreement. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership.
15. I/ We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFP, I/We shall inform VMC forthwith along with all relevant particulars and VMC may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without VMC being liable to us in any manner whatsoever.
16. I/ We understand that the Selected Bidder may either be an individual, proprietary concern, body corporate registered under the relevant laws of India or an existing Company incorporated under the Indian Companies Act, 1956/ 2013, or shall be incorporated as such prior to execution of the Concession Agreement.
17. I/ We hereby understand that VMC may select successful Bidders for each Package. I/ We 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 VMC in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the abovementioned Project and the terms and implementation thereof.
18. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

[£] In case the Bidder is unable to provide certification regarding any pending investigation as specified in paragraph 12, it may precede the paragraph by the words viz. "Except as specified in Schedule hereto". The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Application. The Authority will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Bidder for award hereunder.

19. I/ We have studied all the Bidding Documents carefully and also studied the Bill of Quantities and surveyed the proposed sites for the road signages and other elements as per RFP. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by VMC or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.
20. I/ We offer a Bid Security of Rs/- (Rupeesonly) to VMC in accordance with the RFP Document.
21. The investment amount to be invested shall be Rs. _____ which should be invested within a period of _____ months from the date of issue of LoA.
22. The Bid Security has been paid by providing an irrevocable bank guarantee in favour of the “Commissioner, Vijayawada Municipal Corporation” and is payable at a Scheduled Bank in Vijayawada, Andhra Pradesh and the receipt is dated _____ and is bearing number _____.
23. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened or rejected.
24. I/We hereby offer to pay premium fees/ display devices fee to VMC per year as mentioned below for various locations as per - bill of quantity (Appendix-II) and detail drawings of road signages, unipole, traffic signal, LED screen and street light display board (Appendix-III) - on such terms and conditions as described in this RFP and the Concession Agreement.
- I/ We hereby offer to VMC the revenue share per year of Rs..... (Rupees in words) and pay quarterly in equal sum for total display devices area of all the specified road signage and other elements as per RFP of sq.ft. approximately as notified in Appendix- I in Package 1 and propose concession period of years and with escalation of 5% every year over the previous authorisation premium.
25. The Premium has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, Bill of Quantities, proposed designs, and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.
26. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
27. We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement.
28. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.
29. I/ We hereby submit the following Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.

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

Yours faithfully,
(Signature of Authorised Signatory)
(Name, Title, Address, Date)

Format for Financial Bid and Letter
(Refer Clauses 2.1.5 and 2.14)

[On the Letterhead of the Bidder]

Date:

To,
Commissioner,
Vijayawada Municipal Corporation,
Jawaharlal Nehru Building,
Canal Road, Vijayawada – 520001

Sub: Submission of Financial Bid for “Development of Road Signage and Display Device Infrastructure (Package 2) in Vijayawada City on a Build, Operate, Maintain and Transfer (BOMT) basis” under revenue sharing for 10 years

Dear Sir,

With reference to your RFP document dated, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

1. I/ We acknowledge that VMC will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
2. This statement is made for the express purpose of our selection as Concessionaire for the [development, construction, operation and maintenance] of Package 2 of the aforesaid Project.
3. I/ We shall make available to VMC any additional information it may find necessary or required to supplement or authenticate the Bid.
4. I/ We acknowledge the right of VMC to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. I/ We certify that in the last three years, we/ any of the Consortium Members[£] or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

[£] If the Bidder is not a Consortium, the provisions applicable to Consortium may be omitted.

6. I/ We declare that:
- (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by VMC; and
 - (b) I/ We do not have any conflict of interest in accordance with Clauses 2.1.11 of the RFP document; and
 - (c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposals issued by or any agreement entered into with VMC or any other public sector enterprise or any government, Central or State; and
 - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
 - (e) the undertakings given by us along with the Request Letter in response to the RFP for the Project were true and correct as on the date of the Request Letter and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
7. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.16 of the RFP document.
8. I/ We believe that we/ our Consortium satisfy(s) the Net Worth criteria and meet(s) the requirements as specified in the RFP document.
9. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a Bid for the Project.
10. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

12. I/ 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. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate VMC of the same immediately.
14. I/ We acknowledge and undertake that we /our Consortium was pre-qualified and short-listed on the basis of our qualifications or the qualification of its Members who shall, for a period of 5 (five) years from the date of completion of all construction of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the Concessionaire; or (ii) 5% (five per cent) of the Total Project Cost for the relevant Package, as specified in the Concession Agreement. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership.
15. I/ We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFP, I/We shall inform VMC forthwith along with all relevant particulars and VMC may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without VMC being liable to us in any manner whatsoever.
16. I/ We understand that the Selected Bidder may either be an individual, proprietary concern, body corporate registered under the relevant laws of India or an existing Company incorporated under the Indian Companies Act, 1956/ 2013, or shall be incorporated as such prior to execution of the Concession Agreement.
17. I/ We hereby understand that VMC may select successful Bidders for each Package. I/ We 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 VMC in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the abovementioned Project and the terms and implementation thereof.
18. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

[£] In case the Bidder is unable to provide certification regarding any pending investigation as specified in paragraph 12, it may precede the paragraph by the words viz. "Except as specified in Schedule hereto". The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Application. The Authority will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Bidder for award hereunder.

19. I/ We have studied all the Bidding Documents carefully and also studied the Bill of Quantities and surveyed the proposed sites for the road signages and other elements as per RFP. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by VMC or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.
20. I/ We offer a Bid Security of Rs/- (Rupeesonly) to VMC in accordance with the RFP Document.
21. The investment amount to be invested shall be Rs. _____ which should be invested within a period of _____ months from the date of issue of LoA.
22. The Bid Security has been paid by providing an irrevocable bank guarantee in favour of the “Commissioner, Vijayawada Municipal Corporation” and is payable at a Scheduled Bank in Vijayawada, Andhra Pradesh and the receipt is dated _____ and is bearing number _____.
23. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened or rejected.
24. I/We hereby offer to pay premium fees/ display devices fee to VMC per year as mentioned below for various locations as per - bill of quantity (Appendix-II) and detail drawings of road signages, unipole, traffic signal, LED screen and street light display board (Appendix-III) - on such terms and conditions as described in this RFP and the Concession Agreement.
- I/ We hereby offer to VMC the revenue share per year of Rs..... (Rupees in words) and pay quarterly in equal sum for total display devices area of all the specified road signage and other elements as per RFP of sq.ft. approximately as notified in Appendix- I in Package 2 and propose concession period of years and with escalation of 5% every year over the previous authorisation premium.
25. The Premium has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, Bill of Quantities, proposed designs, and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.
26. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
27. We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement.
28. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.
29. I/ We hereby submit the following Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.

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

Yours faithfully,
(Signature of Authorised Signatory)
(Name, Title, Address, Date)

Format for Financial Bid and Letter
(Refer Clauses 2.1.5 and 2.14)

[On the Letterhead of the Bidder]

Date:

To,
Commissioner,
Vijayawada Municipal Corporation,
Jawaharlal Nehru Building,
Canal Road, Vijayawada – 520001

Sub: Submission of Financial Bid for “Development of Road Signage and Display Device Infrastructure (Package 3) in Vijayawada City on a Build, Operate, Maintain and Transfer (BOMT) basis” under revenue sharing for 10 years

Dear Sir,

With reference to your RFP document dated, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

1. I/ We acknowledge that VMC will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
2. This statement is made for the express purpose of our selection as Concessionaire for the [development, construction, operation and maintenance] of Package 3 of the aforesaid Project.
3. I/ We shall make available to VMC any additional information it may find necessary or required to supplement or authenticate the Bid.
4. I/ We acknowledge the right of VMC to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. I/ We certify that in the last three years, we/ any of the Consortium Members[£] or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

[£] If the Bidder is not a Consortium, the provisions applicable to Consortium may be omitted.

6. I/ We declare that:
- (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by VMC; and
 - (b) I/ We do not have any conflict of interest in accordance with Clauses 2.1.11 of the RFP document; and
 - (c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposals issued by or any agreement entered into with VMC or any other public sector enterprise or any government, Central or State; and
 - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
 - (e) the undertakings given by us along with the Request Letter in response to the RFP for the Project were true and correct as on the date of the Request Letter and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
7. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.16 of the RFP document.
8. I/ We believe that we/ our Consortium satisfy(s) the Net Worth criteria and meet(s) the requirements as specified in the RFP document.
9. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a Bid for the Project.
10. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

12. I/ 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. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate VMC of the same immediately.
14. I/ We acknowledge and undertake that we /our Consortium was pre-qualified and short-listed on the basis of our qualifications or the qualification of its Members who shall, for a period of 5 (five) years from the date of completion of all construction of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the Concessionaire; or (ii) 5% (five per cent) of the Total Project Cost for the relevant Package, as specified in the Concession Agreement. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership.
15. I/ We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFP, I/We shall inform VMC forthwith along with all relevant particulars and VMC may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without VMC being liable to us in any manner whatsoever.
16. I/ We understand that the Selected Bidder may either be an individual, proprietary concern, body corporate registered under the relevant laws of India or an existing Company incorporated under the Indian Companies Act, 1956/ 2013, or shall be incorporated as such prior to execution of the Concession Agreement.
17. I/ We hereby understand that VMC may select successful Bidders for each Package. I/ We 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 VMC in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the abovementioned Project and the terms and implementation thereof.
18. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

[£] In case the Bidder is unable to provide certification regarding any pending investigation as specified in paragraph 12, it may precede the paragraph by the words viz. "Except as specified in Schedule hereto". The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Application. The Authority will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Bidder for award hereunder.



19. I/ We have studied all the Bidding Documents carefully and also studied the Bill of Quantities and surveyed the proposed sites for the road signages and other elements as per RFP. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by VMC or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.
20. I/ We offer a Bid Security of Rs/- (Rupeesonly) to VMC in accordance with the RFP Document.
21. The investment amount to be invested shall be Rs. _____ which should be invested within a period of _____ months from the date of issue of LoA.
22. The Bid Security has been paid by providing an irrevocable bank guarantee in favour of the “Commissioner, Vijayawada Municipal Corporation” and is payable at a Scheduled Bank in Vijayawada, Andhra Pradesh and the receipt is dated _____ and is bearing number _____.
23. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened or rejected.
24. I/We hereby offer to pay premium fees/ display devices fee to VMC per year as mentioned below for various locations as per - bill of quantity (Appendix-II) and detail drawings of road signages, unipole, traffic signal, LED screen and street lightdisplay board (Appendix-III) - on such terms and conditions as described in this RFP and the Concession Agreement.
- I/ We hereby offer to VMC the revenue share per year of Rs..... (Rupees in words) and pay quarterly in equal sum for total display devices area of all the specified road signage and other elements as per RFP of sq.ft. approximately as notified in Appendix- I in Package 3 and propose concession period of years and with escalation of 5% every year over the previous authorisation premium.
25. The Premium has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, Bill of Quantities, proposed designs, and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.
26. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
27. We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement.
28. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.
29. I/ We hereby submit the following Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.



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


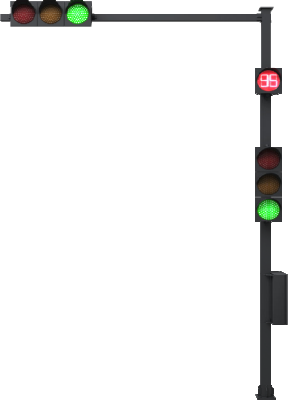
Yours faithfully,
(Signature of Authorised Signatory)
(Name, Title, Address, Date)



APPENDIX - II



BOQ & Specification of Road Signage & Other Elements:


Sl.No	Element	Specification	Qty (approx) Package 1	Qty (approx) Package 2	Qty (approx) Package 3
1	<u>ROAD/ STREET NAME SIGN</u> 	<p>All Signage Structure make Stainless Steel 304 Grade, horizontal and vertical pipes and support sections for the sign posts shall conform to IS specification.</p> <p>Stainless Steel 304 Grade, Satin Finish, polishing should be diagonally matching at each corners, no hole at welding placing, welding mark should not be visible it should be propergrinder and polished. Plates and support sections for the signposts shall conform SS 304 and IS specification.</p> <p>Aluminium composite panel (ACP) sheets used for sign boards shall be of smooth, hard to IS 736 - Material Designation 24345 or 1900. ACP sheet for pasting the artwork with VHB Tape 4991.</p> <p>Retro reflecting vinyl conforming to type XI standards of ASTM D 4956-09 & as per IRC 67-2012 for full back ground of blue colours, border & letters white. Bolts, Nuts, and Washers, High strength bolts shall conform to IS 1367 whereas precision bolts, nuts, etc. shall conform to IS 1364.</p> <p>Signage Dimension and thickness as per detail drawing. Concrete shall be of M25 grade .</p> <p>IS: 2811-1964 Recommendations for manual tungsten inert-gas arc-welding of stainless steel</p>	82	88	123
2	<u>ROAD NAME SIGNAGE</u> 	<p>All Signage Structure make Stainless Steel 304 Grade, horizontal and Vertical Pipes and Support sections for the signposts shall conform to IS specification.</p> <p>Stainless Steel 304 Grade, Satin Finish, polishing should be diagonally matching at each corners, no hole at welding placing, welding mark should not be visible it should be propergrinder and polished. Plates and support sections for the signposts shall conform SS 304 and IS specification.</p> <p>Aluminium composite panel (ACP) sheets used for sign boards shall be of smooth, hard to IS 736 - Material Designation 24345 or 1900. ACP sheet for pasting the artwork with VHB Tape 4991.</p> <p>Retro reflecting vinyl conforming to type XI standards of ASTM D 4956-09 & as per IRC 67-2012 for full back ground of blue colours, border & letters white. Bolts, Nuts, and Washers, High strength bolts shall conform to IS 1367 whereas precision bolts, nuts, etc. shall conform to IS 1364.</p> <p>Signage Dimension and thickness as per detail drawing. Concrete shall be of M25 grade .</p> <p>IS: 2811-1964 Recommendations for manual tungsten inert-gas arc-welding of stainless steel</p>	21	19	39

Sl.No	Element	Specification	Qty (approx)	Qty (approx)	Qty (approx)
			Package 1	Package 2	Package 3
3	<p><u>SECONDARY WAYFINDING SIGN</u></p> 	<p>All Signage Structure make Stainless Steel 304 Grade, horizontal and Vertical Pipes and Support sections for the signposts shall conform to IS specification.</p> <p>Stainless Steel 304 Grade, Satin Finish, polishing should be diagonally matching at each corners, no hole at welding placing, welding mark should not be visible it should be propergrinder and polished. Plates and support sections for the signposts shall conform SS 304 and IS specification.</p> <p>Aluminium composite panel (ACP) sheets used for sign boards shall be of smooth, hard to IS 736 - Material Designation 24345 or 1900. ACP sheet for pasting the artwork with VHB Tape 4991.</p> <p>Retro reflecting vinyl conforming to type XI standards of ASTM D 4956-09 & as per IRC 67-2012 for full back ground of blue colours, border & letters white. Bolts, Nuts, and Washers, High strength bolts shall conform to IS 1367 whereas precision bolts, nuts, etc. shall conform to IS 1364.</p> <p>Signage Dimension and thickness as per detail drawing. Concrete shall be of M25 grade .</p> <p>IS: 2811-1964 Recommendations for manual tungsten inert-gas arc-welding of stainless steel</p>	6	25	42
4	<p><u>GANTRY SIGNAGE</u></p> 	<p>All Signage Structure makes MS powder coated horizontal and Vertical Pipes and Support sections should be powder coated with on the facility as per suggest colors.</p> <p>The desired fixing and welding shall be argon welding, no hole at welding placing and joint shall be smooth and PU painted as per approved colors. Plates and support sections of the Signposts shall conform to IS 226 and IS 2062 or IS specification.</p> <p>Aluminium Honeycomb composite panel used for sign boards shall be of smooth, hard to IS 736 - Material Designation 24345 or 1900. Aluminum honeycomb composite panel sheet for pasting the artwork with bolts, nuts & Washers</p> <p>Retro reflecting vinyl conforming to type XI Standards of ASTM D 4956-09 & as per IRC 67-2012 for full background of blue colors, border & letters white.</p> <p>For displaying advertisements, P4 type of LED Screen is fixed with bolts, nuts amd washers.</p> <p>Bolts, Nuts, and Washers, High strength bolts shall conform to IS 1367 whereas precision bolts, nuts, etc. shall conform to IS 1364.</p> <p>Signage Dimension and thickness as per detail drawing.Foundation as per structure engineer and concrete shall be of</p>	6	8	10

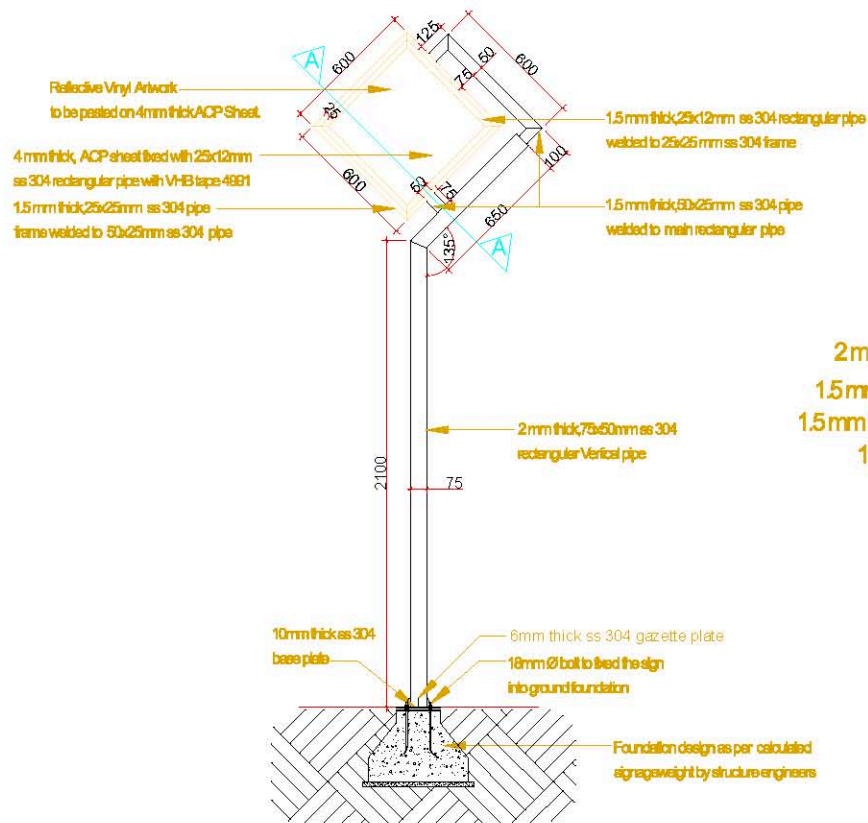
Sl.No	Element	Specification	Qty (approx) Package 1	Qty (approx) Package 2	Qty (approx) Package 3
5	<u>STREET LIGHT</u>	The signage box to be made from heavy duty special aluminium alloy (6063-T6) profiles integrated with MS structural members for strengthening. All MS structures to have appropriate protection coat e.g., hot dip galvanised or powder coated. Face of the signage to have 75mm flapper profile system with inbuilt hinges and inbuilt flex stretching mechanism (no MS sub frames for flex stretching). SS springs to be used. Rear panel to be made from aluminium sheets of reputed make. The flapper profiles to have a built-in easy to operate but tamper proof locking system. No visible screws/bolts/weld marks on the exteriors of the signage's box. Acrylic Sheet on single sides flushed within the total depth of the sign box. The total depth of the signage box to be not more than 6 inches. No light leaks to be visible from the exteriors of the signage box. No mounting bolts to be visible external to the signage box. Dimension as per detail drawing.	160	358	552
					
6	<u>TRAFFIC SIGNAL</u>	All Traffic Signal structure make MS powder coated , vertical and horizontal pipe and support sections for the signposts shall conform to IS specification.	9	10	34
		<p>MS powder coated, structure with multi coloured Led panel and no hole at welding placing, welding mark should not be visible it should be propergrinder. Plates and support sections for the signposts shall conform MS powder coated and IS specification.</p> <p>Wiring and controlling: Supply of micro controller based master control system for TLC (Microprocessor based controlling module, Gps receiver to maintain standard time and synchronization of timing of the signals, zigbee receiver to ommunicate and receive the control signals from all the poles, housing box accommodate all the above)</p> <p>Supply of microcontroller based slave control system with Led based count down timer unit (Microcontroller based controlling system, zigbee receiver is to communicate and receive the control signals at all the poles from master control, Led based 2 1/2 digit count down timer, housing box with shade, fixing clamps etc.)</p> <p>Electrical wiring & other accessories per pole</p> <p>Traffic signal dimension and thickness as per drawing. Concrete shall be of M25 grade .</p> <p>Is: 816 Recommendations for metal Arc-Welding of mild steel</p>			

Sl.No	Element	Specification	Qty (approx)	Qty (approx)	Qty (approx)
			Package 1	Package 2	Package 3
7	<u>PRIMARY WAYFINDING SIGN</u> 	<p>All Signage Structure makes MS powder coated horizontal and Vertical Pipes and Support sections should be powder coated with on the facility as per suggest colors.</p> <p>The desired fixing and welding shall be argon welding, no hole at welding placing and joint shall be smooth and PU painted as per approved colors. Plates and support sections of the Signposts shall conform to IS 226 and IS 2062 or IS specification.</p> <p>Aluminium composite panel used for sign boards shall be of smooth, hard to IS 736 - Material Designation 24345 or 1900. Aluminum composite panel sheet for pasting the artwork with bolts, nuts & Washers</p> <p>Retro reflecting vinyl conforming to type XI Standards of ASTM D 4956-09 & as per IRC 67-2012 for full background of blue colors, border & letters white.</p> <p>Flex for sign boards shall be used</p> <p>Bolts, Nuts, and Washers, High strength bolts shall conform to IS 1367 whereas precision bolts, nuts, etc. shall conform to IS 1364.</p> <p>Signage Dimension and thickness as per detail drawing.Foundation as per structure engineer and concrete shall be of M25 grade.</p>	1	3	13
8	<u>IDENTIFICATION SIGN</u> 	<p>All Signage Structure make Stainless Steel 304 Grade, horizontal and Vertical Pipes and Support sections for the signposts shall conform to IS specification.</p> <p>Stainless Steel 304 Grade, Satin Finish, polishing should be diagonally matching at each corners, no hole at welding placing, welding mark should not be visible it should be propergrinder and polished. Plates and support sections for the signposts shall conform SS 304 and IS specification.</p> <p>Aluminium composite panel (ACP) sheets used for sign boards shall be of smooth, hard to IS 736 - Material Designation 24345 or 1900. ACP sheet for pasting the artwork with VHB Tape 4991.</p> <p>Retro reflecting vinyl conforming to type XI standards of ASTM D 4956-09 & as per IRC 67-2012 for full back ground of blue colours, border & letters white. Bolts, Nuts, and Washers, High strength bolts shall conform to IS 1367 whereas precision bolts, nuts, etc. shall conform to IS 1364.</p> <p>Signage Dimension and thickness as per detail drawing. Concrete shall be of M25 grade .</p> <p>IS: 2811-1964 Recommendations for manual tungsten inert-gas arc-welding of stainless steel</p>	28	27	19

Sl.No	Element	Specification	Qty (approx)	Qty (approx)	Qty (approx)
			Package 1	Package 2	Package 3
9	<u>STATUTORY, MANDATORY & FACILITY SIGN</u> 	<p>All Signage Structure make Stainless Steel 304 Grade, horizontal and Vertical Pipes and Support sections for the signposts shall conform to IS specification.</p> <p>Stainless Steel 304 Grade, Satin Finish, polishing should be diagonally matching at each corners, no hole at welding placing, welding mark should not be visible it should be propergrinder and polished. Plates and support sections for the signposts shall conform SS 304 and IS specification.</p> <p>Aluminium composite panel (ACP) sheets used for sign boards shall be of smooth, hard to IS 736 - Material Designation 24345 or 1900. ACP sheet for pasting the artwork with VHB Tape 4991.</p> <p>Retro reflecting vinyl conforming to type XI standards of ASTM D 4956-09 & as per IRC 67-2012 for full back ground of blue colours, border & letters white. Bolts, Nuts, and Washers, High strength bolts shall conform to IS 1367 whereas precision bolts, nuts, etc. shall conform to IS 1364.</p> <p>Signage Dimension and thickness as per detail drawing. Concrete shall be of M25 grade .</p> <p>IS: 2811-1964 Recommendations for manual tungsten inert-gas arc-welding of stainless steel</p>	25	24	27
10	<u>UNIPOLE</u> 	<p>All Unipole Structure make Stainless Steel 304 Grade, horizontal and Vertical Pipes and Support sections for the signposts shall conform IS specification.</p> <p>Stainless Steel 304 Grade, Satin Finish, polishing should be diagonally matching at each corners, no hole at welding placing, welding mark should not be visible it should be propergrinder and polished.</p> <p>Plates and support sections for the signposts shall conform to IS specification.</p> <p>Flex used for sign boards shall be used.</p> <p>Acyrlc sheet is been fixed to the edges of the main vertical SS 304 pipe with inbuild LED Lights.</p> <p>Bolts, Nuts, and Washers, High strength bolts shall conform to IS 1367 whereas precision bolts, nuts, etc. shall conform to IS 1364.</p> <p>Unipole Dimension and thickness as per detail drawing. Concrete shall be of M25 grade</p> <p>IS: 2811-1964 Recommendations for manual tungsten inert-gas arc-welding of stainless steel</p>	11	2	12

Sl.No	Element	Specification	Qty (approx)	Qty (approx)	Qty (approx)			
			Package 1	Package 2	Package 3			
11	LED Screen	All LED Screen Structure make Stainless Steel 304 Grade.	3	1	4			
		Horizontal and vertical pipes and support sections for the signposts shall conform to IS specification.				Stainless Steel 304 Grade, Satin Finish, polishing should be diagonally matching at each corners, no hole at welding placing, welding mark should not be visible it should be proper grinder and polished.	Plates and support sections for the signposts shall conform to IS specification.	Acrylic sheet is been fixed to the edges of the main vertical SS 304 pipe with inbuild LED Lights.
	Total:		352	565	875			

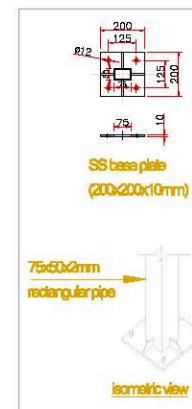
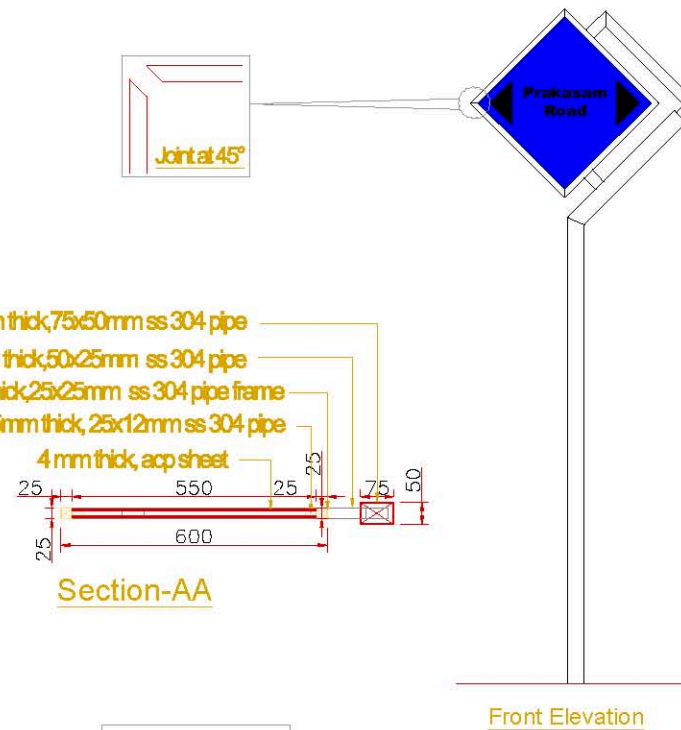
APPENDIX - III Detail drawings of Road Signage's and other elements:

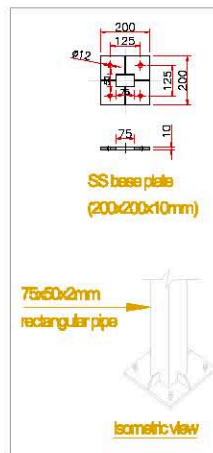
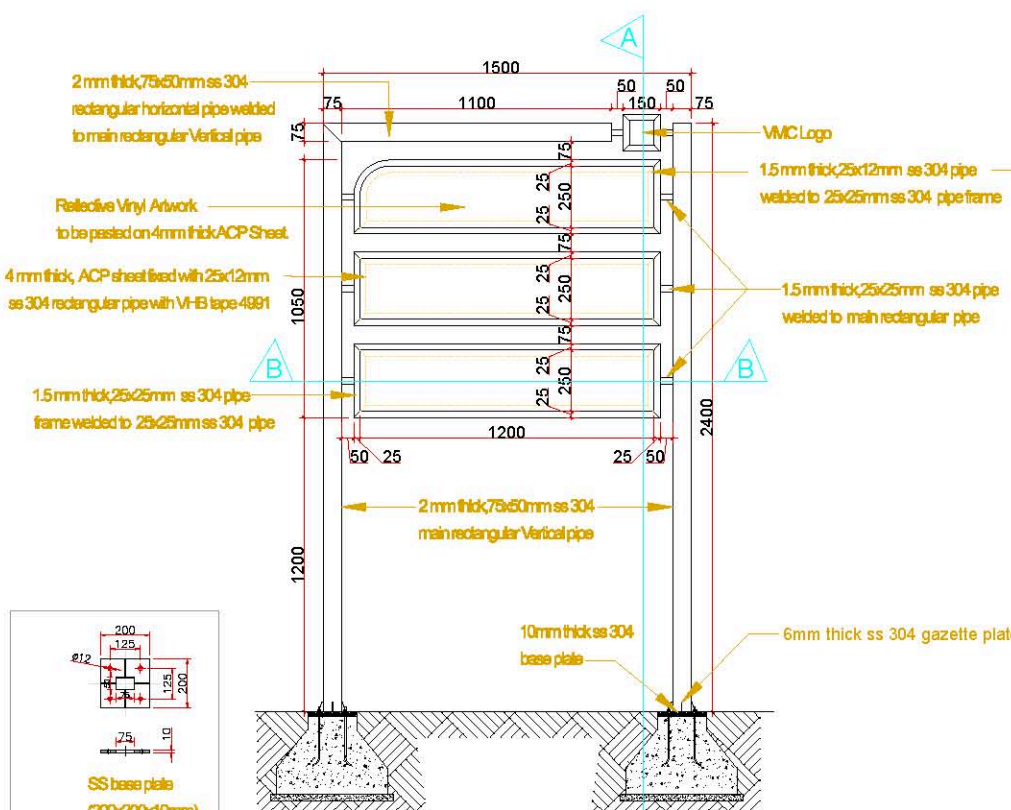


Front Internal Structure

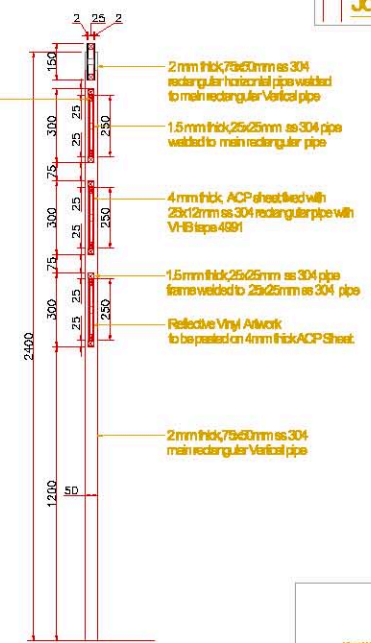


Top View





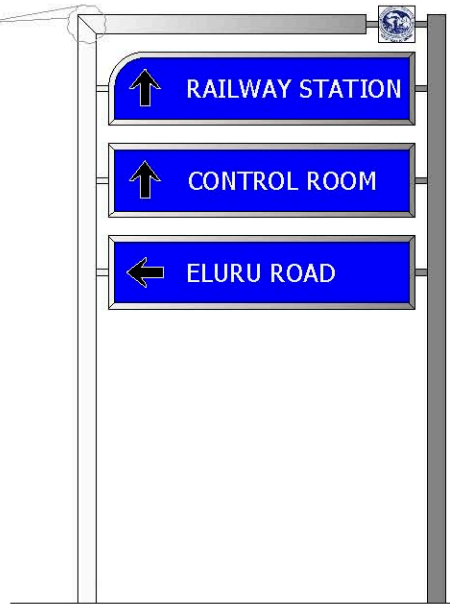
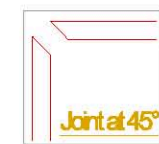
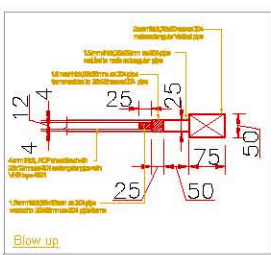
Front Internal Structure



Section-AA

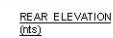
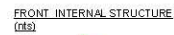


Section-BB

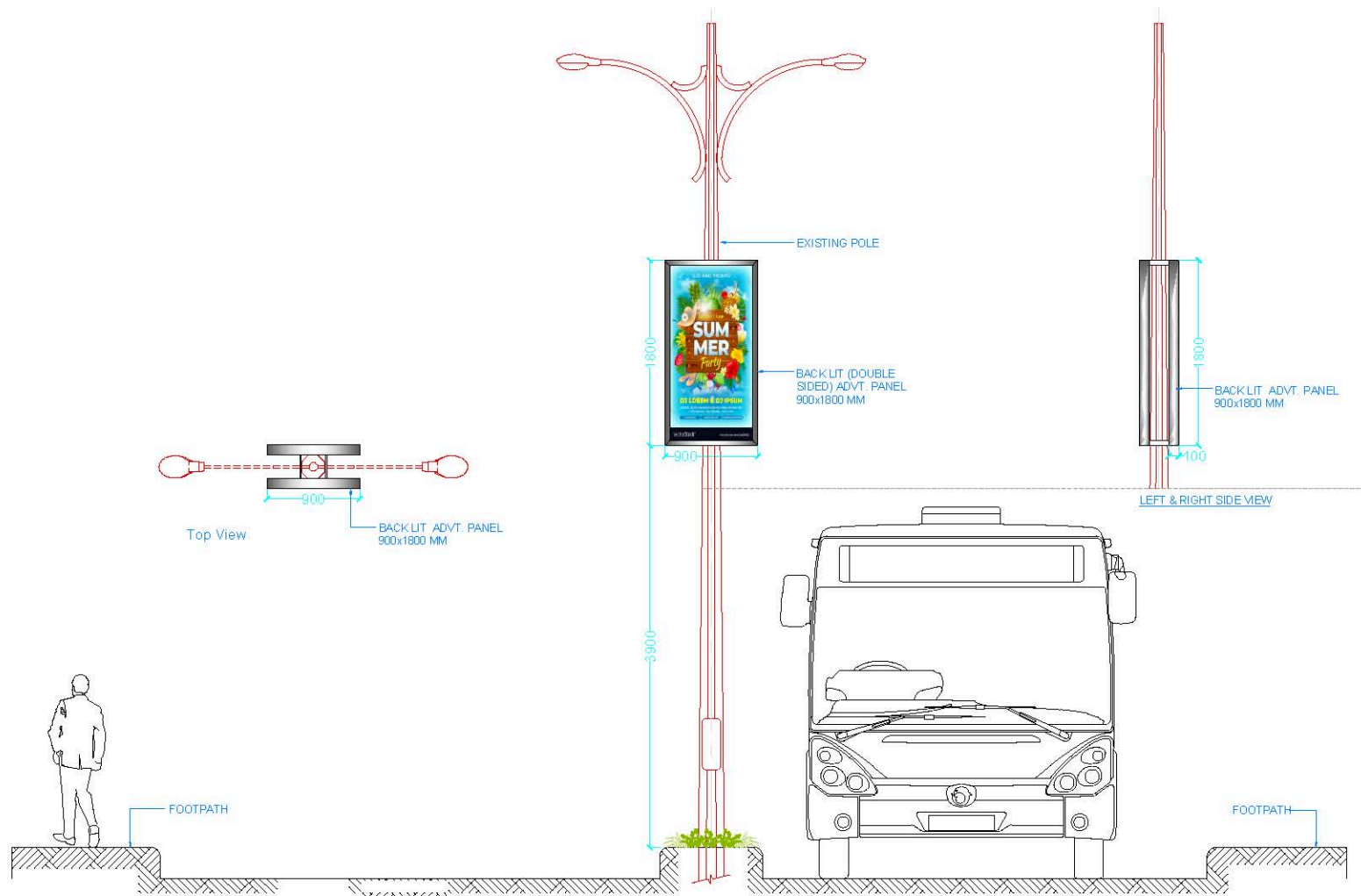


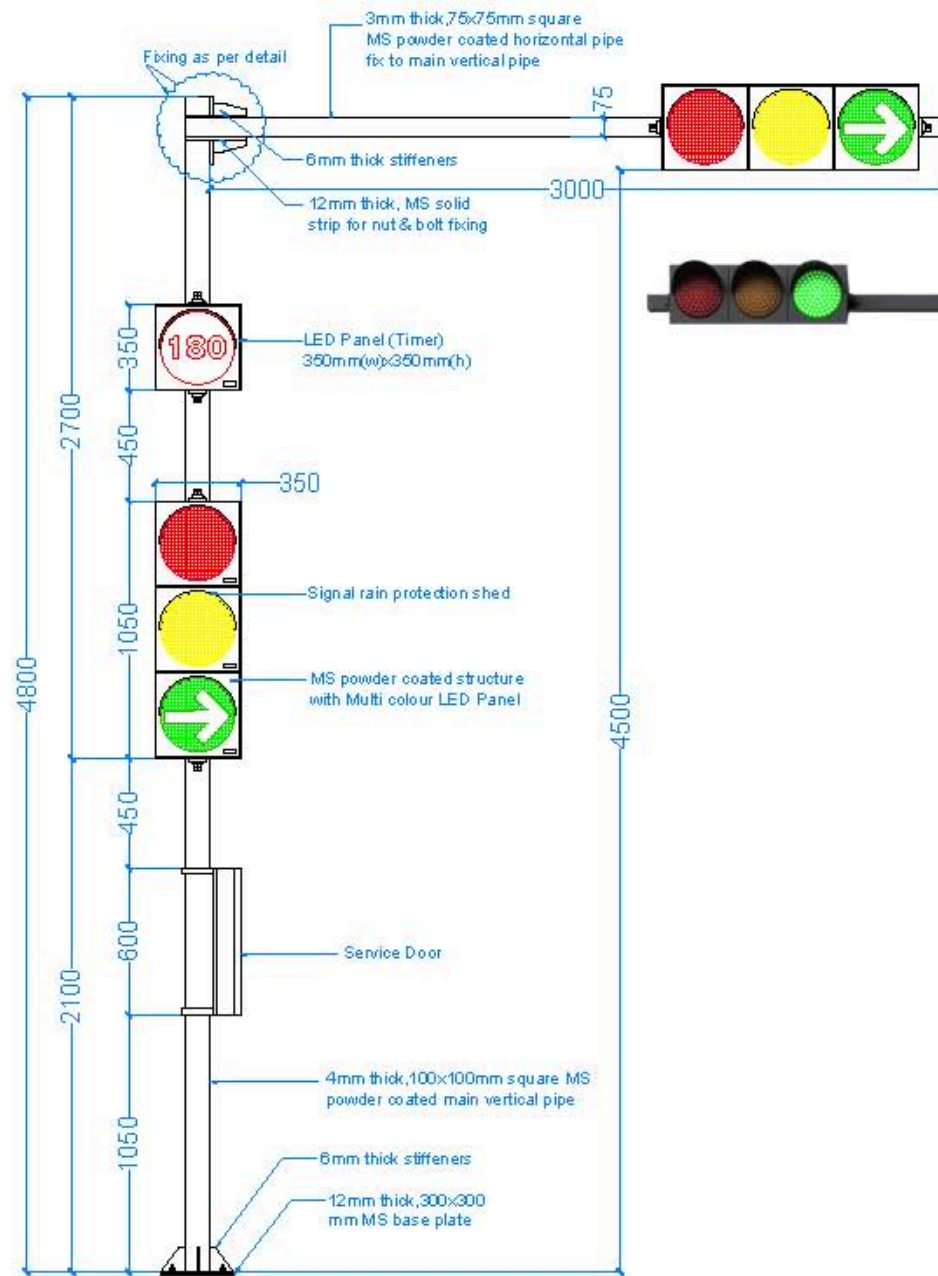
Front Elevation

SECONDARY WAYFINDING SIGN



GANTRY SIGN

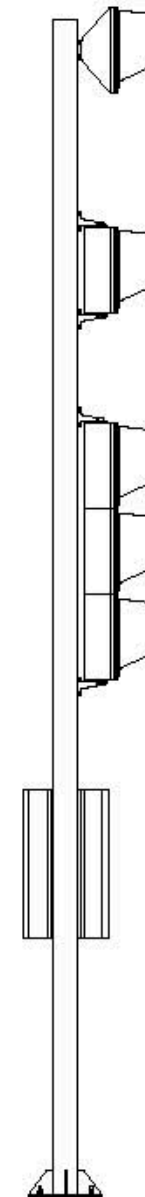




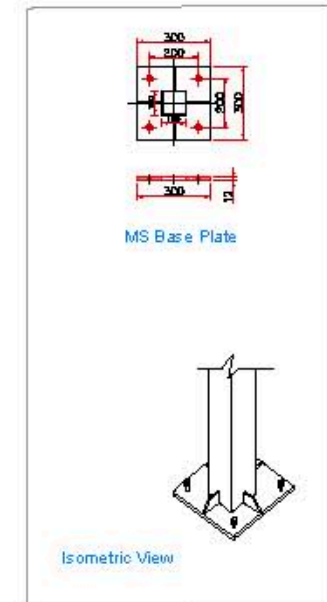
FRONT ELEVATION

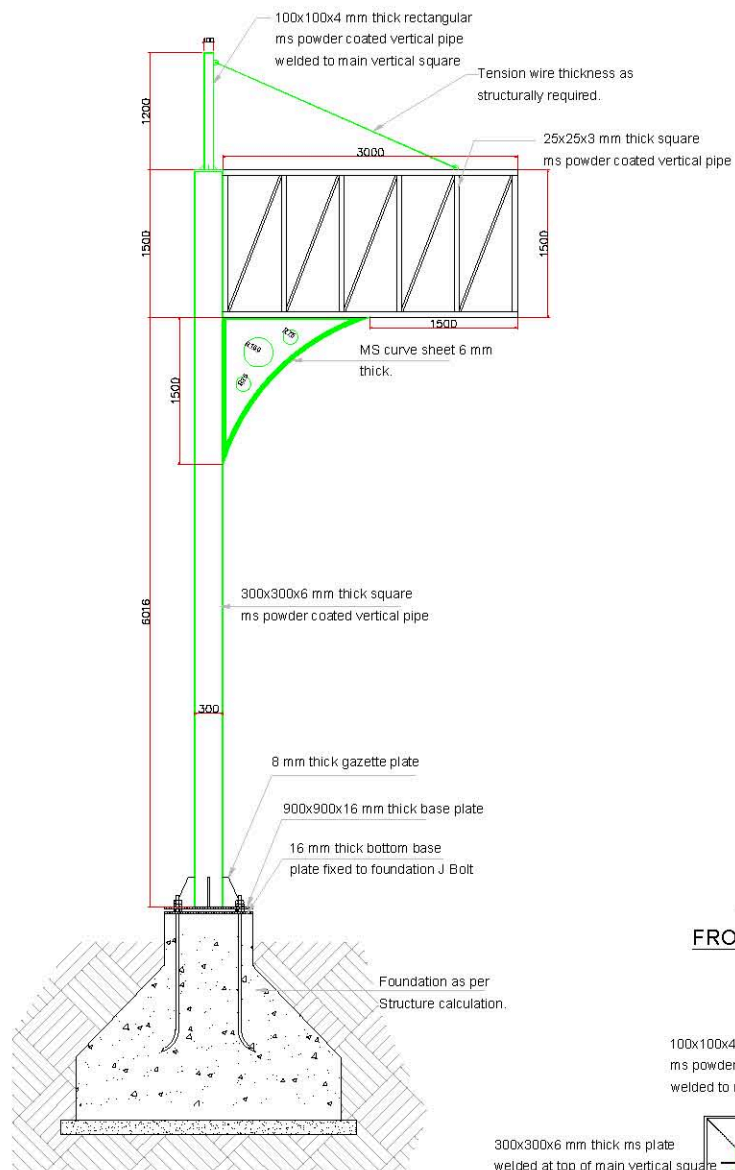


FRONT VIEW

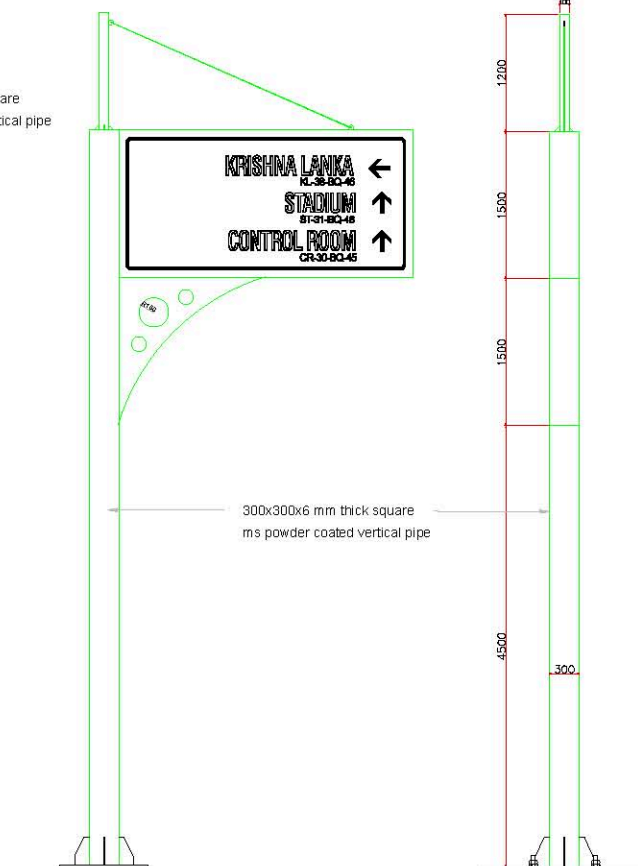


SIDE VIEW



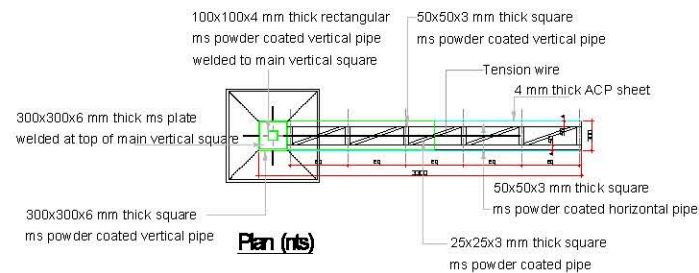


FRONT INTERNAL STRUCTURE
(nts)



FRONT ELEVATION

SIDE ELEVATION

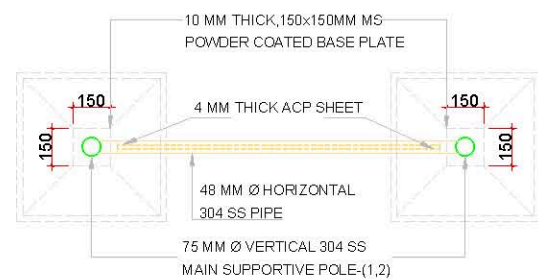
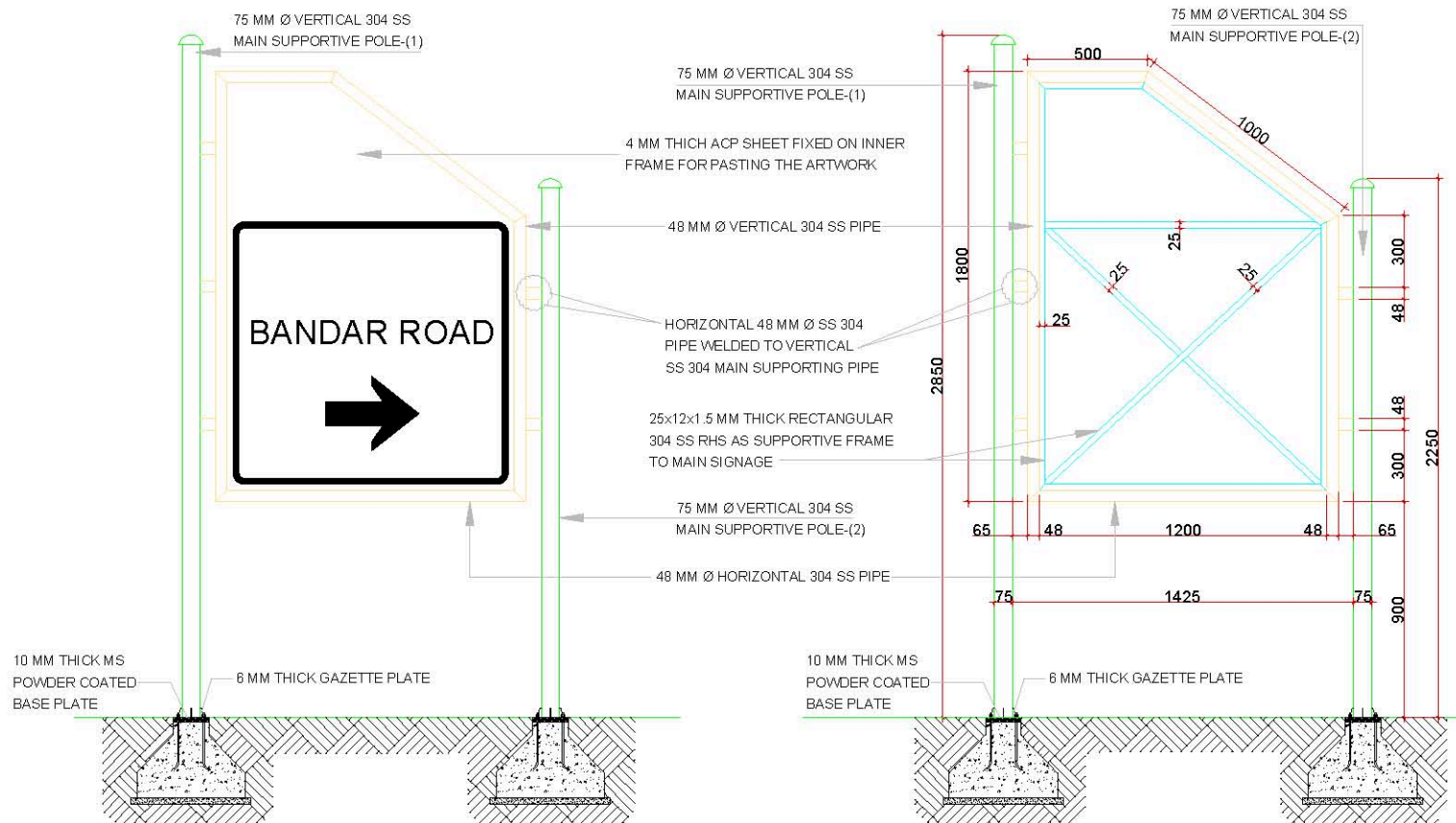


Plan (nts)

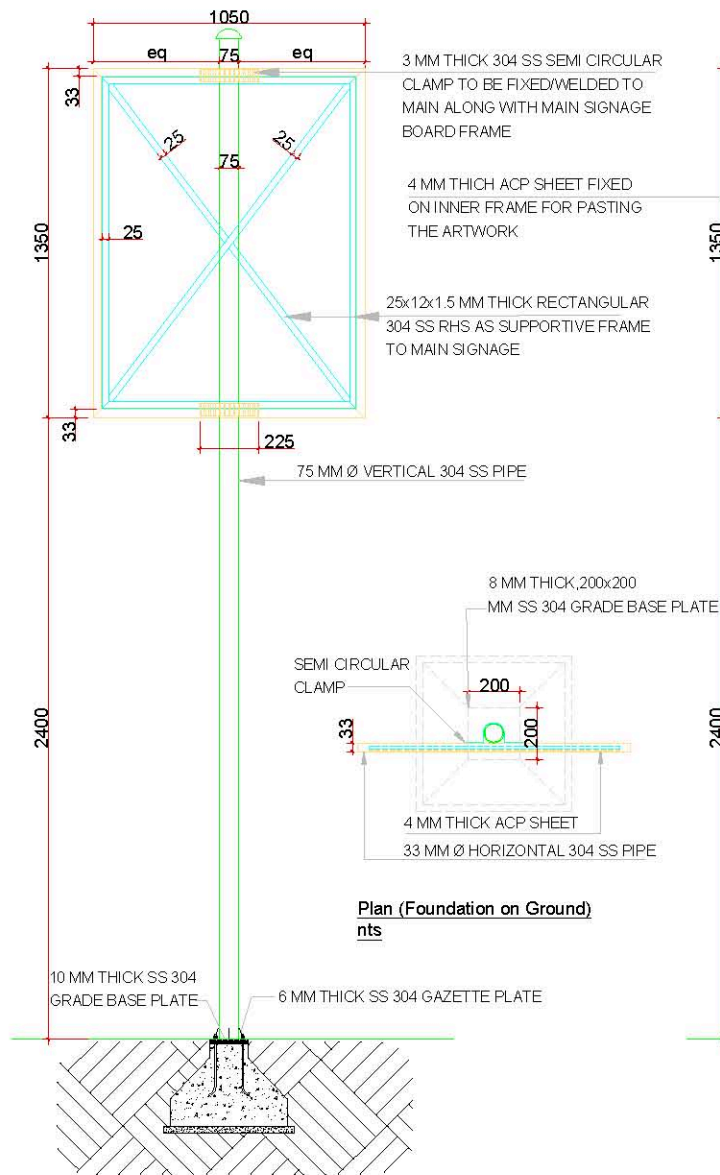


FRONT VIEW

**PRIMARY
WAYFINDING SIGN**

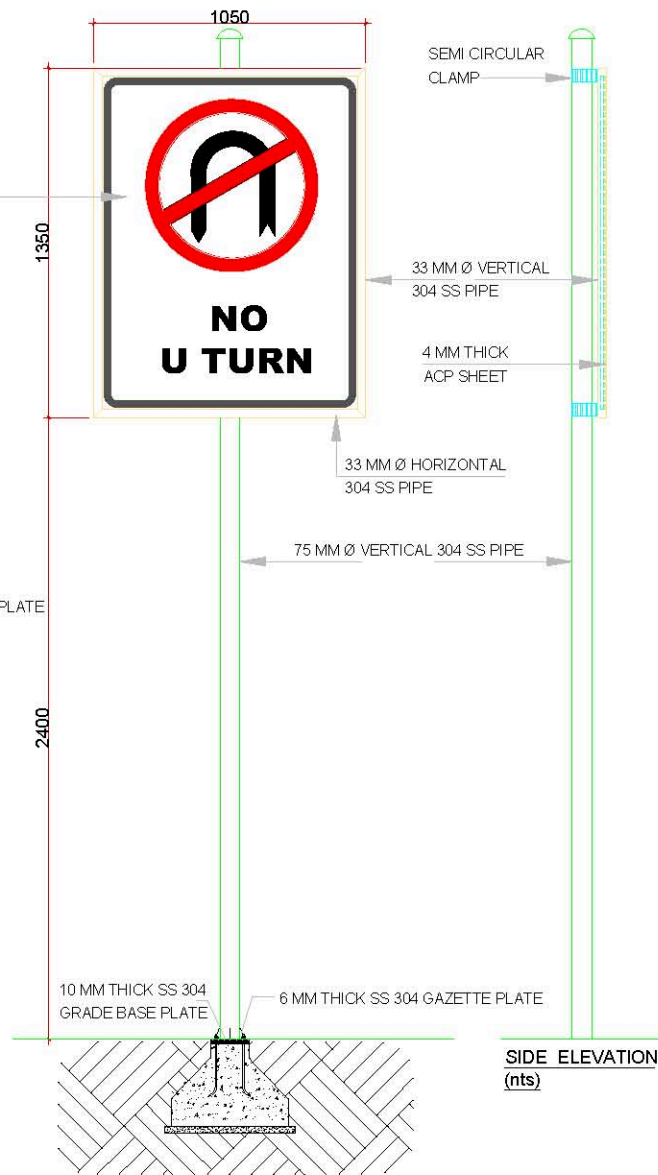


IDENTIFICATION
SIGN



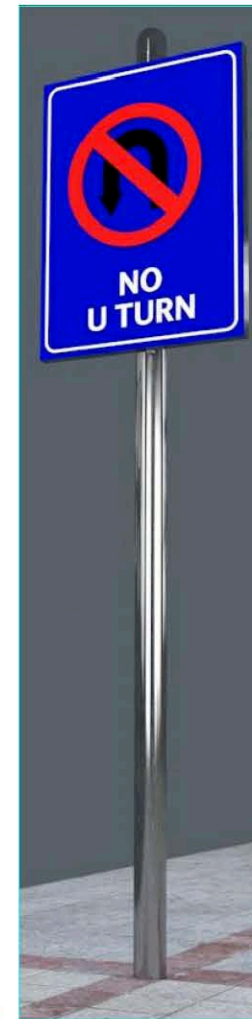
Plan (Foundation on Ground)
nts

Front Internal Structure
nts

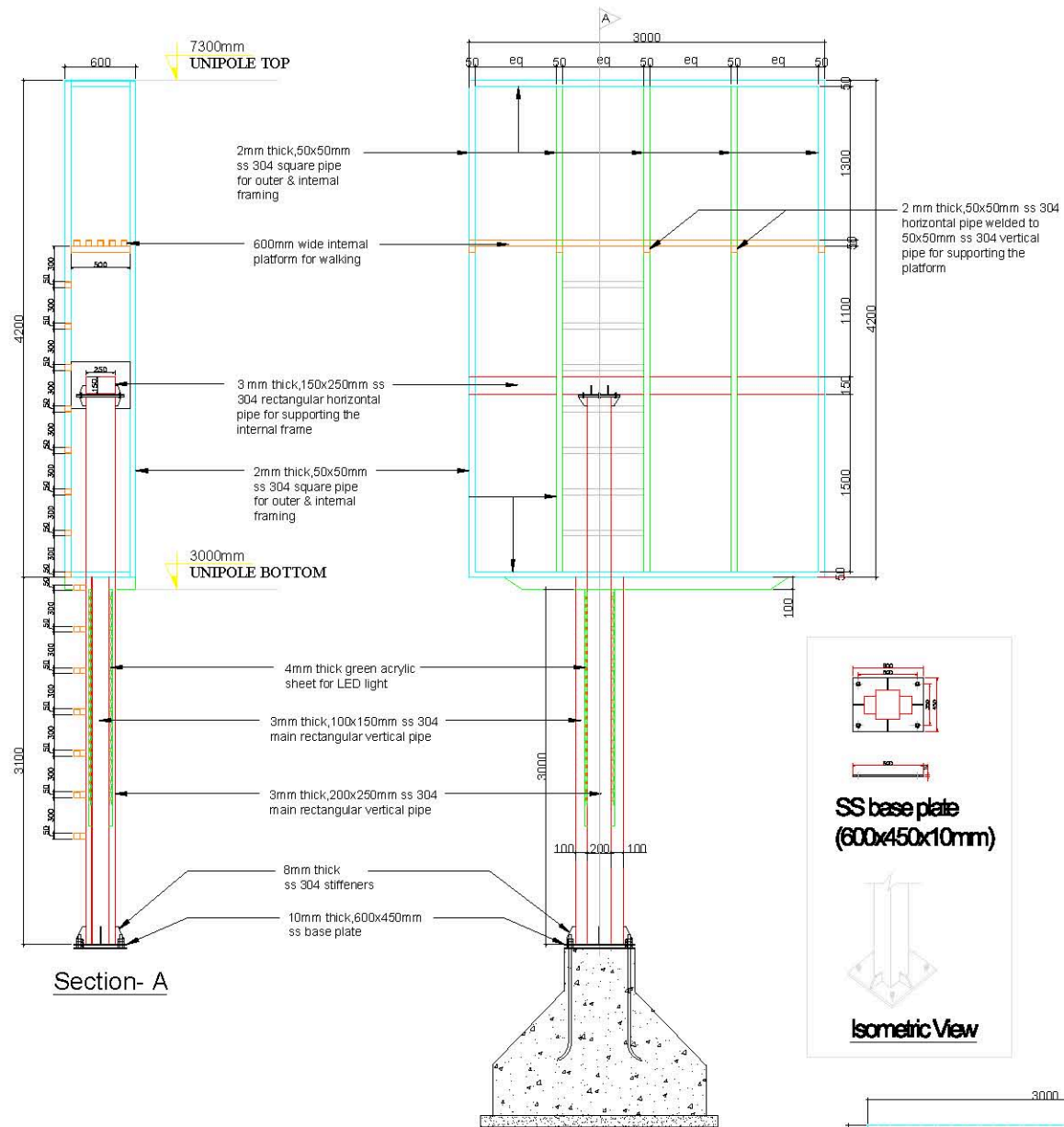


FRONT ELEVATION
(nts)

SIDE ELEVATION
(nts)



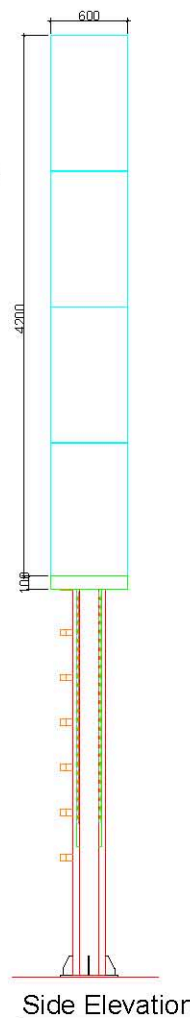
FRONT VIEW



Section- A

Front Internal Structure

Top View



VIJAYAWADA MUNICIPAL CORPORATION (VMC)

DRAFT CONCESSION AGREEMENT

FOR

**DEVELOPMENT OF ROAD SIGNAGE AND DISPLAY DEVICE
INFRASTRUCTURE (PACKAGE WISE) IN VIJAYAWADA CITY
ON BOMT BASIS**

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CONCESSION AGREEMENT

THIS AGREEMENT is entered into on this the *** day of ***, 2020 by and between:

1. VIJAYAWADA MUNICIPAL CORPORATION, constituted under the _____ Act and having its office at -----, Vijayawada, Andhra Pradesh (hereinafter referred to as the "**AUTHORITY**" which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) as party of the FIRST PART;

AND

2. _____, ([a private limited company incorporated under the laws of India / a partnership firm registered under the laws of India/limited liability partnership registered under the laws of India] and having its [registered office at _____ (hereinafter referred to as the "**Concessionaire**" which expression shall repugnant to the context or meaning thereof, include its successors and permitted assigns) of the SECOND PART.

OR

(in case of consortium)

_____, a company exclusively incorporated under the Companies Act, 2013 for implementations of the Project, having its registered office at _____, represented by its _____ (Designation) _____ (name) (hereinafter referred to as "**Concessionaire**", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the SECOND PARTY.

The Authority and the Concessionaire are collectively referred to as the "**Parties**" and severally as the "**Party**", as the context requires.

WHEREAS:

- A. Vijayawada Municipal Corporation is desirous of undertaking the development and installation of road signage, unipoles, traffic signal, LED screen and street light display boards as per the specifications at locations specified as Package ____ in the city of Vijayawada (the "**Project**") under Public Private Partnership (PPP) framework on Build, Finance, Operate, Maintain & Transfer (the "**BOMT**") basis.
- B. The Authority had accordingly invited proposals by its Request for Proposals dated **** (the "**Request for Proposals**" or "**RFP**") from bidders to undertake the Project on BOMT basis.
- C. After due evaluation of the bids received, the Authority had accepted the bid of the Concessionaire and issued its Letter of Award No. *** dated *** (hereinafter called the "**LOA**") to the Concessionaire requiring, inter alia, the execution of this Concession Agreement for the implementation of the Project.
- D. The Concessionaire having consented to the LOA, requested the Authority to enter into the Agreement.

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NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Concession Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE 1: DEFINITIONS AND INTERPRETATION

1.1. Definitions

The words and expressions beginning with capital letters and defined in this Agreement (including those in Article 36) shall, unless the context otherwise requires, have the meaning ascribed thereto herein, and the words and expressions therein shall have the meaning ascribed thereto.

1.2. Interpretation

1.2.1. In this Agreement, unless the context otherwise requires,

- a. references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;
- b. references to a “person” and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;
- c. the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- d. the words “include” and “including” are to be construed without limitation and shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases;
- e. references to “construction” or “build” include, unless the context otherwise requires, engineering, procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning, installation and other activities incidental to the construction, and “construct” or “build” shall be construed accordingly;

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- f. any reference to any period of time shall mean a reference to that according to Indian Standard Time;
- g. any reference to day shall mean a reference to a calendar day;
- h. references to a "business day" shall be construed as a reference to a day (other than a Sunday) on which banks in Vijayawada are generally open for business;
- i. any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;
- j. references to any date or period shall mean and include such date or period as may be extended pursuant to this agreement;
- k. any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;
- l. "lakh" means a hundred thousand (100,000) and "crore" means ten million (10,000,000);
- m. "foot" means thirty point four eight (30.48) centimeters with hundred (100) centimeters equal to one (1) metre.
- n. "indebtedness" shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;
- o. references to the "winding-up", "dissolution", "insolvency", or "re-organization" of a company, body corporate or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganization, dissolution, arrangement, protection or relief of debtors;
- q. save and except as otherwise provided in this agreement, any reference, at any time, to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Sub-clause shall not operate so as to increase liabilities or obligations of the Authority hereunder or pursuant hereto in any manner whatsoever;
- r. any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effective only if it is in writing under the hand of a duly authorized representative of such Party in this behalf and not otherwise;

- s. the Appendices and Recitals to this Agreement and the Request for Proposals ("RFP") form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
 - t. references to Recitals, Articles, Clauses, Sub-clauses, Provisos in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses, Provisos of or to this Agreement, and references to a Paragraph shall, subject to any contrary indication, be construed as a reference to a Paragraph of this Agreement in which such reference appears;
 - u. the damages payable by either Party to the other of them, as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the "Damages");
 - v. Where there is a discrepancy between amount of figures and in words, the latter shall prevail.
- 1.2.2. Unless expressly provided otherwise in this Agreement, any Documentation required to be provided or furnished by the Concessionaire to the Authority and/ or the Project In-charge shall be provided free of cost and in three copies, and if the Authority and/or the Project In-charge is required to return any such documentation with their comments and/or approval, they shall be entitled to retain two copies thereof.
- 1.2.3. The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.
- 1.2.4. Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning and, for these purposes, the General Clauses Act 1897 shall not apply.
- 1.3. Priority of Agreements and errors/discrepancies**
- 1.3.1. In case of an inconsistency between the terms mentioned in the Agreement and the RFP and other documents with respect to the Project, the meaning best construed in furtherance of the objectives of this Agreement shall prevail.
- 1.3.2. The documents forming part of this Agreement are to be taken as mutually explanatory to one another and, otherwise expressly provided elsewhere in this Agreement, the priority of the following documents shall, in the event of any conflict between them, be in the order they are set out:
- (a) This Agreement
 - (b) Letter of Award
 - (c) Letter of Intent
 - (d) The Bid submitted by the Concessionaire
 - (e) The RFP

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ARTICLE 2: AGREEMENT AND APPENDICES

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

- (a) Scope of Project - (As per detailed scope of work mentioned in the RFP)
- (b) List of Project Site pertaining to Package -(As per drawings of road signages & other elements in the RFP)
- (c) Technical Specifications and Bill of Quantities - (As per Appendix-II of RFP)
- (d) Timeframe for Execution of Project Sites- (As mentioned in the RFP)
- (e) Special Conditions and Other Conditions - (As mentioned in the RFP)

ARTICLE 3: GRANT OF CONCESSION**3.1. The Concession**

3.1.1. Subject to and in accordance with the terms and conditions set forth in this Agreement, the Applicable Laws and the Applicable Permits, the Authority hereby grants to the Concessionaire the concession set forth herein including the exclusive right to build, operate, maintain the road signage, unipole, Led screen, traffic signal and street light display boards at each of the Sites (the “**Concession**”) during the period commencing on the Appointed Date -, in accordance with the provisions of this Agreement or upon earlier termination thereof (the “**Concession Period**”) and the Concessionaire hereby accepts the Concession and agrees to implement the Project subject to and in accordance with the terms and conditions set forth herein and agrees to hand over the Project Assets to the Authority, along with all fixtures in an operating condition at the end of the Concession Period.

3.1.2 Save and except as provided in Article 4 of this Agreement, the provisions of this Agreement shall come into force and effect from the Appointed Date and for a period commencing from the Appointed Date and expiring on the end of the Concession Period, i.e. the Transfer Date. Provided that the Concession Period may be extended at the sole discretion of the Authority. The aforesaid Concession Period includes the mobilization and Construction Period which shall in be 6 (six) months from the Appointed Date. Such mobilization and Construction Period may be extended by another 2 (two) months at the sole discretion of the Authority.

3.1.3. Subject to and in accordance to this Agreement, before the expiry of the Construction Period, the Concessionaire shall complete the installation of elements at 50% of the elements as per BOQ. Failure of the Concessionaire to comply with this Clause 3.1.3 shall be deemed to be a material breach of this Agreement by the Concessionaire.

3.1.3 At the end of the Concession Period or early termination of this Agreement for any reason whatsoever, all rights given under this Concession Agreement shall cease to have effect and the Project Assets and all Sites shall revert to the Authority and the Authority would not be liable in any way to the Concessionaire.

3.2 Handover of Project Site

- 3.2.1 Subject to fulfilment of Conditions Precedent contained in Clause 4.1.1 of this Agreement, the Authority shall handover the Sites within the time period stipulated in Clause 4.1.2.
- 3.2.2 The Concessionaire shall use the Sites for the purpose for which it is handed over and for no other purpose except with the prior written permission of the Authority. The said handing over of the Sites shall not vest the Concessionaire with any ownership rights or leasehold rights over such Sites. Subject to and in accordance with the provisions of this Agreement, the Concession hereby granted shall oblige or entitle (as the case may be) the Concessionaire to:
- a. access the Sites and use the same for the purposes of the Project and to make at its costs and expenses such developments, improvements and constructions of Project Facilities as required under this Agreement;
 - b. finance the development, construction, fabrication, transportation, installation and maintenance of the Project Facilities;
 - c. manage, operate and maintain the Project Assets;
 - d. manage, operate and commercially exploit the display device spaces appurtenant to the Project Facilities;
 - e. demand collect and appropriate revenue in respect of the Project Facilities;
 - f. perform and fulfil all of the Concessionaire's obligations under and in accordance with this Agreement;
 - g. bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of the Concessionaire under this Agreement;
- and
- h. neither assign, transfer or sublet or create any lien, beneficial interest or Encumbrance on this Agreement, or the Concession hereby granted or on the whole or any part of the Project Assets or part with the possession thereof, save and except as expressly permitted by this Agreement.

ARTICLE 4: CONDITIONS PRECEDENT**4.1. Conditions Precedent**

- 4.1.1. The Concessionaire shall within fifteen (15) days of execution of this Agreement submit to the Authority the following documents ("**Conditions Precedent**"):

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- (a) Performance Security in accordance with Article 9 of this Agreement and to the satisfaction of the Authority.
 - (b) All Applicable Permits as applicable to the execution of the Project and such Applicable Permits shall be in full force and effect;
 - (c) All the Documentation required under Clause 12.1 of this Agreement;
 - (d) No dues certificate from the Authority confirming that there are no pending dues payable by the Concessionaire to the Authority;
 - (e) Declaration confirming the correctness of the representations and warranties contained in this Agreement.
- 4.1.2. Upon the Concessionaire fulfilling all Conditions Precedent set forth in Clause 4.1.1 above, the Authority shall handover the Sites to the Concessionaire in accordance with the provisions of Clause 10.3.1.

4.2. Damages for delay by the Authority

In the event that the Concessionaire has fulfilled its Conditions Precedent and (i) the Authority does not handover the Sites which the ownership is with Vijayawada Municipal Corporation in accordance with the schedule and within the period specified in respect thereof, and (ii) the delay has not occurred as a result of breach of this Agreement by the Concessionaire or due to Force Majeure, the Authority shall pay to the Concessionaire damages in an amount calculated at the rate of 0.01% (zero point zero one per cent) of the Performance Security for each day's delay until the handover of the Sites, subject to a maximum of 10% (ten percent) of the Performance Security, and upon reaching such limit, the Concessionaire may, in its sole discretion terminate the Agreement. The Damages payable hereunder shall be the sole remedy available to the Concessionaire for delay by the Authority. The ownership of sites where it is with different agencies, VMC will facilitate the process only for obtaining necessary approvals.

4.3. Damages for delay by the Concessionaire

In the event that (i) the Concessionaire does not procure fulfilment of any or all of the Conditions Precedent set forth in Clause 4.1.1 within the period specified in respect thereof, and (ii) the delay has not occurred as a result of breach of this Agreement by the Authority or due to Force Majeure, the Concessionaire shall pay to the Authority, Damages in an amount calculated at the rate of 0.2% (zero point two per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum of 10% (ten per cent) of the Performance Security and upon reaching such limit, the Authority may, in its sole discretion and subject to the provisions of Clause 9.2, terminate the Agreement.

4.4. Commencement of Concession Period

The date on which all the Conditions Precedent specified in Clause 4.1 are satisfied shall be the Appointed Date which shall be the date of commencement of Concession Period. The Authority shall convey by way of a letter for Appointed Date and thereupon the Concessionaire can commence construction on the Sites and undertake others works in respect of the Project.

4.5. Deemed Termination upon delay

Without prejudice to the provisions of Clauses 4.2 and 4.3, and subject to the provisions of Clause 9.2, the Parties expressly agree that in the event the Appointed Date does not occur, for any reason whatsoever, within 30 days from the date of execution of this Agreement or the extended period in accordance with this Agreement, all rights, privileges, claims and entitlements of the Concessionaire under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Concessionaire, and the Concession Agreement shall be deemed to have been terminated by mutual agreement of the Parties and no Party shall subsequently have any rights or obligations under this Agreement and the Authority shall not be liable in any manner whatsoever to the Concessionaire or persons claiming through or under it. Provided, however, that in the event the non-occurrence of the Appointed Date is for reasons attributable to the Concessionaire, the Performance Security shall be encashed and appropriated by the Authority as Damages thereof.

ARTICLE 5: OBLIGATIONS OF THE CONCESSIONAIRE**5.1. Obligations of the Concessionaire**

- 5.1.1. Subject to and on the terms and conditions of the Agreement, the Concessionaire shall, at its own cost and expense, procure finance for undertaking the Project and undertake the procurement, construction, development, fabrication, transportation, installation and maintenance of the Project Facilities and observe, fulfil, comply with and perform all its obligations set out in this Agreement or arising hereunder.
- 5.1.2. The Concessionaire shall comply with all Applicable Laws and Applicable Permits (including renewals as required in this regard) in the performance of its obligations under the Agreement.
- 5.1.3. The Concessionaire shall discharge its obligations in accordance with Good Industry Practice and as a reasonable and prudent person.
- 5.1.4. It shall establish a suitable quality control mechanism to ensure compliance with the requirements of the Specifications and Standards in accordance with the provisions of the Agreement (the “**Quality Assurance Plan**” or “**QAP**”).
- 5.1.5. The Concessionaire shall, complete the construction and installation of **atleast** 50% of elements as per BOQ in the Construction Period provided that, the Concessionaire shall not be in breach of this sub-clause, if any non-fulfilment or delay in fulfilment of its obligations herein are caused by (i) the occurrence of an event of Force Majeure in accordance with Article 16 hereof; (ii) Authority Event of Default.

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- 5.1.6 The Concessionaire shall adhere to all Specifications and Standards and Drawings set out in Annex as per the RFP.
- 5.1.7 Make timely payment of all payables to the Authority.
- 5.1.8 Handover to the Authority at the end of the Concession Period the Project Assets, subject to normal wear and tear and without any Encumbrance or liability of any sort created on the same by the Concessionaire.
- 5.1.9 Maintain the requisite insurance on the Project, as specified in this Concession Agreement and/or by Authority from time to time and provide copies of the same to the Authority.
- 5.1.10 Make available all its records, books, documents and other relevant information to an auditor, appointed by the Authority, who shall verify and certify the revenues declared by the Concessionaire based on the audit financial reports of the Concessionaire. The auditor shall also have a right to investigate further in case there are reasons to believe that the revenues declared as per the audited financial statements do not reflect the true and correct picture of the revenue from the project. Also, the Concessionaire shall provide the Authority, its representative or such auditor reasonable access to its offices and premises for the purpose of such audit.
- 5.1.11. The Concessionaire may enter into a contract with any firm / company for construction and/or for O & M of the Project Facilities. However, the Concessionaire shall remain responsible to the Authority for the performance of its obligations as per the terms of the Agreement.
- 5.1.12. The Concessionaire shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement:
- a. to keep in force and effect such Applicable Permits in conformity with Applicable Laws;
 - b. procure, as required, the appropriate rights, licenses, agreements and permissions for materials, methods, processes, know-how and systems used or incorporated into the Project Assets or used generally for the Project;
 - c. ensure and procure that its contractors comply with all Applicable Permits and Applicable Laws in the performance by them of any of the Concessionaire's obligations under this Agreement;
 - d. not do or omit to do, directly or indirectly, any act, deed or thing which may in any manner be violative of any of the provisions of the Agreement;
 - e. ensure that the personnel engaged by it in the performance of its obligations under this Agreement are at all times properly trained for their respective functions;

- f. ensure that no labour below the age of eighteen years is employed on the work by the Concessionaire or its contractors;
- g. have to take sole responsibility on account of liability of any damage or loss in case of a death or injury to any personnel engaged in the execution of the Project and the Authority shall not, in any manner be a party to or responsible for such damages or losses;
- h. be solely responsible for all associated expenses with respect to the Project including but not limited to statutory dues such as Income Tax, VAT, GST, service tax, excise duties, payment to employees' benefit funds, etc., arising out of the Agreement and the Authority shall not be liable for the same under any circumstances; and
- i. transfer the Project Assets to the Authority on the Transfer Date or upon Termination of this Agreement, in accordance with the provisions of this Agreement.

5.2. Obligations relating to Project Agreements

- 5.2.1. It is expressly agreed that the Concessionaire shall be responsible and liable for all its obligations under this Agreement notwithstanding anything contained in the Project Agreements or any other agreement, and no default under any Project Agreement or agreement shall excuse the Concessionaire from its obligations or liability hereunder.

5.3. Obligations relating to Change in Ownership

The Concessionaire shall not undertake or permit any Change in Ownership, except with prior written approval from the Authority. It is also agreed that the Authority shall not be liable in any manner on account of grant or otherwise of such approval and that such approval or denial thereof shall not in any manner absolve the Concessionaire from any liability or obligation under this Agreement.

5.4. Branding of the Project

The Project shall be known, promoted, displayed and advertised in the name of Vijayawada Municipal Corporation (VMC). The Authority will provide the logo design, the specifications and the promotional slogan at a later date. The Concessionaire shall not in any manner, use its own name or any other name to brand the Project in any manner or to advertise or display its own identity or its shareholders, business interests; save and except as may be necessary in the normal course of business and non-violative of the interests of the Authority and as permitted by the Authority.

ARTICLE 6: OBLIGATIONS OF THE AUTHORITY**6.1. Obligations of the Authority**

The Authority agrees to extend support to the Concessionaire in respect of the following:

- a. facilitating necessary utilities and facilities like water, electricity, to the sites;
- b. upon written request by the Concessionaire, providing reasonable support, to the Concessionaire in procuring Applicable Permits and Approvals and their renewals, if any, from various Government Instrumentalities and utilities;-
- c. procuring that no barriers are erected or placed on or about the Sites by any Government Instrumentality or persons claiming through or under it, except for reasons of emergency, national security or law and order;
- d. assisting the Concessionaire in procuring police assistance for ensuring safety of the Project Facilities, removal of trespassers and providing security to the Project Facilities;
- e. requesting the Government of Andhra Pradesh to issue government orders or gazette notifications, if necessary, for implementing the Project; and
- f. not do or omit to do any act, deed or thing which may in any manner is violating of any of the provisions of this Agreement.

ARTICLE 7: REPRESENTATIONS AND WARRANTIES**7.1. Representations and Warranties of the Concessionaire**

The Concessionaire represents and warrants to the Authority that:

- a. it is duly organized and validly existing under the laws of the jurisdiction of its incorporation and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- b. to the extent applicable, it has taken all necessary corporate and other actions under Applicable Laws to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- c. it has the financial standing and resources to execute the Project in accordance with the terms of this Agreement and to raise debt if necessary ;
- d. this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;

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- e. it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising hereunder including any obligation, liability or responsibility hereunder;
- f. 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;
- g. 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 its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- h. there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;
- i. it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or Government Instrumentality which may result in any material adverse effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- j. it shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of Clause 5.3.
- k. all its rights and interests in the Project Assets shall pass to and vest in the Authority on the Transfer Date or Termination Date, as the case may be, free and clear of all liens, claims and Encumbrances, without any further act or deed on its part or that of the Authority, and that none of the display devices including road signage, unipole, Led screen, traffic signal and street light display boards units shall be acquired by it subject to any agreement under which a security interest or other lien or Encumbrance is retained by any person, save and except as expressly provided in this Agreement;
- l. all information provided by it in response to the Request for Proposals or otherwise, is to the best of its knowledge and belief, true and accurate in all material respects;
- m. no representation or warranty by it contained herein or in any other document furnished by it to the Authority or Government Instrumentalities in relation to Applicable Permits contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;

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- n. no sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the Concession or entering into this Agreement or for influencing or attempting to influence any officer or employee of the Authority in connection therewith; and
- n. all undertakings and obligations of the Concessionaire arising from the Request for Proposals or otherwise shall be binding on the Concessionaire as if they form part of this Agreement.

7.2. Representations and Warranties of the Authority

The Authority represents and warrants to the Concessionaire that:

- a. it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement;
- b. this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof; and
- c. it shall procure good and valid right to the site and has power and authority to grant a license in respect thereto to the Concessionaire.

7.3. Disclosure

In the event that any occurrence or circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any right, remedy or obligation of either Party under this Agreement.

ARTICLE 8: DISCLAIMER

8.1. Disclaimer

- 8.1.1. The Concessionaire acknowledges that prior to the execution of the Agreement, the Concessionaire has carefully examined and made an independent evaluation of the Request for Proposals, Scope of the Project, Specifications and Standards, Sites, local conditions, and such other information as provided by the Authority or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of risks, challenges and hazards as are likely to arise or may be faced by it during the course of performance of its obligations hereunder. The Authority makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, correctness, reliability and/or completeness of any assessment, assumptions, statement or information provided by it and the Concessionaire confirms that it shall have no claim whatsoever against the Authority in this regard.

- 8.1.2. The Concessionaire acknowledges and hereby accepts the risks of inadequacy, mistake or error in or relating to any of the matters set forth in Clause 8.1.1 above and hereby acknowledges and agrees that the Authority shall not be liable for the same in any manner whatsoever to the Concessionaire, its Associates or any person claiming through or under any of them.
- 8.1.3. The Parties agree that any mistake or error in or relating to any of the matters set forth in Clause 8.1.1 above shall not vitiate the Agreement or render it voidable.
- 8.1.4. Except as otherwise provided in the Agreement, all risks relating to the Project shall be borne by the Concessionaire and the Authority shall not be liable in any manner for such risks or the consequences thereof.

ARTICLE 9: PERFORMANCE SECURITY

9.1. Performance Security

- 9.1.1. The Concessionaire shall for the performance of its obligations hereunder, provide the Authority no later than 15 (fifteen) days from the date of signing of Agreement, an irrevocable and unconditional guarantee from a Bank acceptable to the Authority for a sum equivalent to [5% of the estimated Project cost for the relevant Package quoted by the Concessionaire in the form set forth in Appendix (the “**Performance Security**”). Until such time the Performance Security is provided by the Concessionaire pursuant hereto and the same comes into effect, the Bid Security provided as per the requirement of the Request for Proposal shall remain in force and effect, and upon provision of the Performance Security pursuant hereto, the Authority shall release the Bid Security to the Concessionaire.
- 9.1.2. Notwithstanding anything contrary contained in the Agreement, in the event Performance Security is not provided by the Concessionaire within a period of 15 (fifteen) days from the date of signing of the Agreement, the Authority may encash the Bid Security and appropriate the proceeds thereof as Damages, and there upon all rights, privileges, claims and entitlements of the Concessionaire under or arising out of the Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Concessionaire, and the Agreement shall be deemed to have been terminated by mutual agreement of the Parties.

9.2. Appropriation of Performance Security

Upon occurrence of a Concessionaire Default, or failure to meet any Conditions Precedent, the Authority shall, without prejudice to its other rights and remedies in the Agreement or in law, be entitled to encash and appropriate from the Performance Security as the case may be, the amounts due to it as Damages for and in respect of such Concessionaire Default or for failure to meet any Condition Precedent. Upon such encashment and appropriation from the Performance Security as the case may be, the Concessionaire shall, within 20 (twenty) days thereof, replenish in case of partial appropriation, to the original level of the Performance Security and in case of appropriation of entire Performance Security provide a fresh Performance Security as the case may be, failing which the Authority shall be entitled to terminate the Agreement in accordance with Article 27.

9.3. Release of Performance Security

The Performance Security shall remain in force and effect till the expiry of 6 (six) months from Transfer Date; provided, however, that the Performance Security shall not be released if the Concessionaire is in breach of this Agreement, till such time the breach is cured. Upon request made by the Concessionaire for release of the Performance Security along with the particulars which establish satisfaction of the requirements specified in this Clause 9.3, the Authority shall release the Performance Security forthwith.

ARTICLE 10: ACCESS TO SERVICE AREA**10.1. The Site**

The detail drawings with respect to the Sites for development of Project Facilities are provided in Appendix-III of the Request for Proposal. The Authority provides a licensee under and in accordance with the Agreement for the use of such Sites for the purposes of execution of the Project. For the avoidance of doubt, it is hereby acknowledged and agreed that references to the Sites shall be construed as references to the detail drawings for the Project as set forth in Appendix-III of the Request for Proposal.-

10.2. License and access to the Site

10.2.1. The Authority hereby grants to the Concessionaire access to the Sites for carrying out any surveys and investigations that the Concessionaire may deem necessary after the execution of this Agreement, it being expressly agreed and understood that the Authority shall have no liability whatsoever in respect of survey and investigations carried out or work undertaken by the Concessionaire on or about the Sites pursuant hereto in the event of Termination or otherwise.

10.2.3. It is expressly agreed that the Concessionaire's right to access and use the Sites shall terminate automatically and forthwith, without the need for any further action to be taken by the Authority, upon the Termination of this Agreement for any reason whatsoever or upon expiry of the Concession Period. For the avoidance of doubt, the Parties expressly agree that notwithstanding any display devices including road signage, unipole, LED screen, traffic signal and street light display boards or any other temporary or permanent structures erected on the Sites by the Concessionaire or its sub-contractors, the Concessionaire's right to use and access the Site shall automatically terminate, without any further act of the Parties, upon the earlier of, the Termination of the Agreement or expiry of the Concession Period.

10.3. Procurement of the Site

10.3.1. Pursuant to the notice specified in Clause 4.1.2, the Authority Representative and the Concessionaire shall, on a mutually agreed date and time, inspect the Sites and prepare a memorandum containing an inventory of the Sites including the vacant and unencumbered land, structures, road works and any other immovable property attached to the Sites. Such memorandum shall have appended thereto an appendix (the "Appendix") specifying in reasonable detail those parts of the Sites to which vacant

access has not been granted to the Concessionaire. Signing of the memorandum, in two counterparts (each of which shall constitute an original), by the authorized representatives of the Parties shall, subject to the provisions of Clause 10.2.2, be deemed to constitute a valid license to the Concessionaire for free and unrestricted use and development of the vacant and unencumbered Sites during the Concession Period under and in accordance with the provisions of this Agreement and for no other purpose whatsoever. For avoidance of doubt, it is agreed that valid license and with respect to the parts of the Sites as set forth in the Appendix shall be deemed to have been granted to the Concessionaire upon vacant access thereto being provided by the Authority to the Concessionaire.

- 10.3.3. On and after signing the memorandum and until the Transfer Date, the Concessionaire shall maintain a vigil over the Sites and shall ensure and procure that no encroachment thereon takes place, and in the event of any encroachment or occupation on any part thereof, the Concessionaire shall report such encroachment or occupation forthwith to the Authority and undertake its removal at its cost and expenses.
- 10.3.4. The Authority shall make reasonable efforts to procure and grant to the Concessionaire in respect of all land included in the Appendix, no later than 30 (thirty) days from the Appointed Date in case ownership is with VMC otherwise will facilitate the process of obtaining necessary approvals. The Authority shall endeavour to procure the land at the same locations as detailed in this Agreement, and if not, land shall be provided at alternate location(s). In the event of delay for any reason other than Force Majeure or breach of this Agreement by the Concessionaire, the Authority shall pay to the Concessionaire Damages in accordance with Clause 4.2 of this Agreement.-
- 10.3.5. Upon receiving the land in respect of any Sites, the Concessionaire shall complete the construction works thereon in 6 (six) months from the date of taking over such Site; provided that the issue of Provisional Certificate shall not be affected or delayed on account of vacant access to any part of the Site not being granted to the Concessionaire or any construction on such part of the Site remaining incomplete on the date of tests on account of the delay of handing over of the Site. For the avoidance of doubt, it is expressly agreed that construction works at all Project Facilities for which Sites are provided within 30 (thirty) days of Appointed Date shall be completed within 6 months of the Appointed Date.

10.4. Site to be free from Encumbrances

Subject to the provisions of Clause 10.3, the Sites shall be made available by the Authority to the Concessionaire pursuant hereto free from all Encumbrances and occupations and without the Concessionaire being required to make any payment to the Authority on account of any costs, compensation, expenses and charges for the acquisition and use of such Sites for the duration of the Concession Period, except insofar as otherwise expressly provided in this Agreement. For the avoidance of doubt, it is agreed that the easements, privileges, liberties and appurtenances to the Sites shall not be deemed to be Encumbrances. It is further agreed that the Concessionaire accepts and undertakes to bear any and all risks arising out of the inadequacy or physical condition of the Sites.

ARTICLE 11: UTILITIES AND ASSOCIATED ROADS**11.1. Existing utilities and roads**

Notwithstanding anything to the contrary contained herein, the Concessionaire shall ensure that all right of way or utilities on, under or above the Sites are kept in continuous satisfactory use, if necessary, by providing suitable temporary or permanent diversions with the authority of the controlling body of that road, right of way or utility, and the Authority shall, upon written request from the Concessionaire, initiate and undertake at the Concessionaire's cost, legal proceedings for acquisition of any right of way necessary for such diversion.

11.2. Shifting of obstructing utilities

The Concessionaire shall, subject to Applicable Laws and with assistance of the Authority, undertake shifting of any utility including electric lines and telephone cables, to an appropriate location or alignment within or outside the Site if and only if such utility causes a material adverse effect on the construction, operation or maintenance of the Project. The cost of such shifting shall be borne by the Authority or by the entity owning such utility, if the Authority so directs, and in the event of any delay in shifting thereof, the Concessionaire shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay on the part of the entity owning such electric lines, water pipes or telephone cables, as the case may be.

11.3. New utilities and roads

The Concessionaire shall allow, subject to such conditions as the Authority may specify, access to, and use of the Sites for laying telephone lines, or electric cables etc. Where such access or use causes any financial loss to the Concessionaire, it may require the user of the Site to pay compensation or damages as per Applicable Laws. For the avoidance of doubt, it is agreed that use of the Site under this Clause shall not in any manner relieve the Concessionaire of its obligation to maintain the Project facilities and road signage, unipole, Led screen, traffic signal and street light display board in accordance with this Agreement and any damage caused by such use shall be restored forthwith.

ARTICLE 12: CONSTRUCTION OF THE PROJECT**12.1. Obligations prior to commencement of construction works**

Prior to Appointed Date, the Concessionaire shall, at its own cost and expense:

- a. prepare and submit to the Authority, a detailed schedule for the implementation of the Project, Drawings for the Project Facilities and display devices including road signage, unipole, Led screen, traffic signal and street light display board etc in accordance with the concept design for the Project approved by the Authority, and in accordance with the Specifications and Standards;

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- b. the Project implementation plan, shall inter alia, set out the full details of the development activities proposed to be carried out by the Concessionaire for implementation of the Project, procurement methodology and schedule, proposed sequence and method of working, procedures and processes undertaken and to be undertaken by the Concessionaire, detailed schedule bar charts/ PERT networks with milestone date, proposed construction activities at each of the Sites and time schedule thereto, names of likely sub contractors, vendors etc., plans for mobilization of finances, proposed arrangements for operating and managing the Project, proposed Revenue generation plan with respect to use of advertising space on the display devices, road signage, unipole, Led screen, traffic signal and street light display board and other Project Facilities, quality assurance procedures and any other related details with respect to the implementation of the Project;
- b. submit cost estimates based on the latest version of the standard specifications stipulated by the Authority as on the date of signing of the Concession Agreement.
- c. appoint its representative duly authorized to deal with the Authority in respect of all matters or arising out of or relating to this Agreement;
- d. make its own arrangements for procurement of materials/equipment/tools, software programs, etc., needed for the Project development; and
- e. submit its proposed 'Quality Assurance Plan' which shall include the following:
 - I. organization structure, duties and responsibilities of concerned staff, operating procedures, inspection methodology and Documentation;
 - II. quality control mechanism including sampling and testing of the Road signage, unipole, Led screen, traffic signal and street light display board works executed, the list of Project Acceptance Tests and their interpretation of results, test frequencies, acceptance criteria, testing facilities and tie up if any, recording, reporting, interpretation of test results, checklist for the activities, standard formats for testing and calibration; and shall take approval of the Authority; and
 - III. internal quality audit system.
- g. undertake, do and perform all such acts, deeds and things as may be necessary or required before commencement of work on the Project under and in accordance with this Agreement.

12.2. Submission of Drawings

In respect of the Concessionaire's obligations relating to the design and Drawings of the Project, the following shall apply:

- a. Based on the concept design for the Project approved by the Authority, the Concessionaire shall prepare and submit, prior to the Appointed Date and in such sequence, as is consistent with the Scheduled Completion Date, three copies each of all Drawings to the Authority for review;

- b. By submitting the Drawings for review to the Authority, the Concessionaire shall be deemed to have represented that it has determined and verified that the design and engineering, including field construction criteria related thereto, are in conformity with the Scope of the Project, Specifications and Standards, the National Building Code, Applicable Laws and Good Industry Practices;
- c. Within 15 (fifteen) days of the receipt of the Drawings, the Authority shall review the same and convey its observations to the Concessionaire with particular reference to their conformity or otherwise with the Scope of work and the Specifications and Standards. The Concessionaire shall not be obliged to await the observations of the Authority on the Drawings submitted pursuant hereto beyond the said 15 (fifteen) days period and may begin or continue construction works at its own discretion and risk ;
- d. If the aforesaid observations of the Authority indicate that the Drawings are not in conformity with the provisions of this Agreement, such Drawings shall be revised by the Concessionaire and resubmitted to the Authority for review. Thereupon, the Concessionaire shall within 15 (fifteen) days of such notification provide necessary clarifications and resubmit the Drawings and other Documentation as may be relevant, after incorporating the changes, modifications or corrections suggested by the Authority.
- e. The Authority shall give its observations, if any, within fifteen (15) days of receipt of the revised Drawings.
- f. No review and/or observation of the Authority or his Representative, and/or its failure to review and/or convey observations on any drawings / design shall relieve the Concessionaire of its obligations and liabilities under the Agreement in any manner nor shall the Authority or his Representative be liable for the same in any manner;
- g. The Concessionaire shall not be entitled to any extension of time for completing construction or any other relief on account of delay caused due to providing any clarification or in resubmitting the Drawings and Documentation. Provided however, the Authority may suitably extend the Construction Period or provide other relief to compensate for any such delay not attributable to the Concessionaire and which has a Material Adverse Effect;
- h. Any change in the basic design and structure of the Project is subject to approval of the same by the Authority. The Authority shall permit the changes if it is satisfied that the changes are going to benefit the Project.
- i. Notwithstanding the express or deemed approval of the Authority, the Concessionaire shall be solely responsible for any defect and/or deficiency in the Drawings relating to the Project Facilities or any part thereof and accordingly the Concessionaire shall at all times remain responsible for its obligations under this Agreement.

12.3. Construction of the Project

- 12.3.1. On or after the Appointed Date, the Concessionaire shall undertake construction of the Project at the Sites along with the Project Facilities in conformity with the Specifications and Standards set forth in Appendix-II of the Request for Proposal. The 182nd (one hundred eighty two) days from the Appointed Date shall be the scheduled date for completion of the Project (“**Scheduled Completion Date**”) and subject to the handover of Sites, the Concessionaire shall agree and undertake that the construction of the Project shall be completed on or before the Scheduled Completion Date;
- 12.3.2. In the event the Concessionaire does not complete the Project by or before the Scheduled Completion Date, unless the delay is due to the reasons attributable to the Authority or due to Force Majeure, the Concessionaire shall pay Damages to the Authority of a sum calculated at the rate of 10% of the amount of Performance Security for delay of each day until the issue of the Completion Certificate and such Damages may be recovered from the Performance Security. The Concessionaire shall be required to replenish the forfeited Performance Security by furnishing an equivalent Bank Guarantee within seven (7) days of the date on which the Performance Security is invoked by the Authority. Failure to replenish the Performance Security within the time period stipulated above would result in termination of the Agreement. For the avoidance of doubt, it is agreed that the recovery of Damages under this Clause 12.3.2 shall be without prejudice to the rights of the Authority under this Agreements;
- 12.3.3. Any supplies and services which might not have been specifically mentioned in this Agreement but are necessary for the design, supply, install & commission the Project, shall be procured; and
- 12.3.4. Within 30 (thirty) days of the issuance of the Completion Certificate, the Concessionaire shall furnish to the Authority and its Representative if any, a complete set of as-built Drawings, in 2 (two) hard copies and in such other medium as may be acceptable to the Authority, reflecting the display devices, road signage, unipole, Led screen, traffic signal and street light display board and Project Facilities as actually designed, engineered and constructed, including an as-built survey illustrating the layout of the road signage, unipole, Led screen, traffic signal and street light display boards and setback lines, if any, of the structures forming part of Project Facilities.

12.4. Monitoring of construction

- 12.4.1. During construction of the Project, the Concessionaire shall furnish monthly progress reports to the Authority or his Representative on the progress of construction works and shall also give such other relevant information as may be required by the Authority or his Representative. The Concessionaire should also include planning for procurement of material and reflect the same in the Project implementation plan so that there is no delay in completion of the Project. The monthly progress reports shall be submitted no later than 7 (seven) days after the close of each month;

- 12.4.2. Samples of all products to be used shall be submitted to the Authority / his Representative when so directed. Any damage during construction, to any part of the work, for any reasons including but not limited to damage caused due to rain, storm, or neglect of Concessionaire, shall be rectified by the Concessionaire, at its own cost, in an approved manner;
- 12.4.3. During the Construction Period, the Authority's Project In-charge or his representative shall inspect the Project once in a fortnight and make a report of such inspection the defects or deficiencies, if any, with particular reference to the Scope of the Project and Specifications & Standards. It shall send a report within 7 days of such inspection to the Concessionaire ("**Inspection Report**") and upon receipt thereof, the Concessionaire shall rectify and remedy the defects and the deficiencies, if any, stated in the Inspection Report. However, such inspections or the submission of Inspection Report by Project in-Charge or his representative shall not relieve or absolve the Concessionaire of its obligations and liabilities, as per the provisions of the Agreement, in any manner whatsoever;
- 12.4.4. All equipment/software programs/applications covered under the Project shall be subjected to inspection / testing by Project In-charge or his representative on completion & commissioning; and
- 12.4.5. If the Project In-Charge of the Authority has reasonably determined that the rate of progress of works is such that the Project is not likely to be completed by the Scheduled Completion Date, it shall notify the Concessionaire to this effect, and the Concessionaire shall, within 15 (fifteen) days of such notice, by a communication inform the Project-in-Charge in reasonable detail about the steps it proposes to take to expedite the progress and the period within which it shall achieve COD.

12.5. Suspension of unsafe construction works

- 12.5.1. The Authority may by notice require the Concessionaire to suspend forthwith the whole or any part of the construction works if, in the reasonable opinion of the Authority, such work threatens the safety of the Users or the passers-by. Provided, however, that in case of an emergency, the Authority may *suo moto* issue the notice referred to hereinabove.
- 12.5.2. The Concessionaire shall, pursuant to the notice under Clause 12.5.1, suspend the construction works or any part thereof for such time and in such manner, as may be specified by the Authority, and thereupon carry out remedial measures to secure the safety of suspended works. The Concessionaire may by notice require the Project In-Charge to inspect such remedial measures forthwith and after the inspection, the Project In-Charge shall either revoke such suspension or instruct the Concessionaire to carry out such other and further remedial measures as may be necessary in the reasonable opinion of the Authority, and the procedure set forth in this Clause 12.4 shall be repeated until the suspension hereunder is revoked.

- 12.5.3. Subject to the provisions of Clause 24.6, all reasonable costs incurred for maintaining and protecting the construction works or part thereof during the period of suspension (the "**Preservation Costs**"), shall be borne by the Concessionaire; provided that if the suspension has occurred as a result of any breach of this Agreement by the Authority, the Preservation Costs shall be borne by the Authority.
- 12.5.4. If suspension of construction is for reasons not attributable to the Concessionaire, the Project in-Charge shall determine if any extension to the Scheduled Completion Date is necessary. In the event that the Scheduled Completion Date is extended pursuant hereto, the Concession Period shall be deemed to be extended by a period equal in length to the period of extension of the Scheduled Completion Date.

ARTICLE 13: COMPLETION CERTIFICATE

13.1. Tests

- 13.1.1. At least 15 (fifteen) days prior to the likely completion of the Project, the Concessionaire shall notify Project In-Charge on likely completion and its intent to subject the Project Facilities to tests. The tests shall be qualitative as well as quantitative and shall be conducted in presence of Concessionaire's representative to witness the tests. The Concessionaire shall provide such assistance as the Project In-Charge or his representative may require for conducting the tests.
- 13.1.2. The Project In-charge shall observe, monitor and review the results of the tests to determine compliance of the Project with the defined Scope, bill of quantities, Specifications and Standards, and if it is reasonably anticipated or determined in any of the tests that the performance of the system or any part thereof does not meet the quantities, Specifications and Standards, the Authority has the right to suspend or delay such tests and require the Concessionaire to remedy and rectify the defects or deficiencies. For the avoidance of doubt, it is expressly agreed that the Concessionaire may have to carry out additional tests, if required, in accordance with Good Industry Practice, for determining the compliance of the Project with Specifications and Standards.
- 13.1.3. After placement of all systems, components and equipment as described in the Drawings approved by the Authority, the Project Facilities shall be tested to prove satisfactory performance and /or fulfilment of functional requirements. The Project Facilities shall not show any sign of defect at individual equipment level and also for the system as a whole.

13.2. Completion Certificate

Upon completion of works and the Project In-Charge determining the tests to be successful, it shall forthwith issue a certificate about the Project completion (the "**Completion Certificate**"). The Project shall be deemed to be complete when the Completion Certificate is issued.

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13.3. Provisional Certificate

The Project In-Charge may, at the request of the Concessionaire, issue a provisional certificate of completion (the "**Provisional Certificate**"), subject to Clause 10.3.5 of this Agreement, if the tests are successful and the Project can be safely and reliably placed in commercial operation for at least 5% (Five per cent) of the number Project Facilities originally required to be developed in accordance with this Agreement, though certain works or things forming part of the other Project Facilities are outstanding and not yet complete due to delay in handing over of land by the Authority. In such an event, the Provisional Certificate shall have appended thereto a list of outstanding works in the Project Facilities where works are pending, signed jointly by the Project In-Charge and the Concessionaire (the "**Punch List**)

13.4. Completion of Punch List items

13.4.1. The Authority shall be entitled to recover Damages from the Concessionaire for the delay, other than for reasons solely attributable to the Authority or due to Force Majeure, to be calculated and paid for each day of delay until all Punch List items are completed, at 0.1% (zero point one per cent) of the Performance Security. Subject to payment of such Damages, the Concessionaire shall be entitled to a further period not exceeding 30 (thirty) days for completion of the Punch List items. For the avoidance of doubt, it is agreed that if completion of any item is delayed for reasons solely attributable to the Authority or due to Force Majeure, the completion date thereof shall be determined by the Project In-Charge in accordance with Good Industry Practice, and such completion date shall be deemed to be the date of issue of the Provisional Certificate for the purposes of Damages, if any, payable for such item under this Clause 13.4.1.

13.4.2. Upon completion of all Punch List items, the Project In-Charge shall issue the Completion Certificate. Failure of the Concessionaire to complete all the Punch List items within the time set forth in Clause 13.4.1 for any reason, other than conditions constituting Force Majeure or for reasons solely attributable to the Authority, shall entitle the Authority to terminate this Agreement.

13.5. Withholding of Provisional Certificate

13.5.1. If the Project In-Charge determines that the Project or any part thereof does not conform to the provisions of this Agreement and cannot be safely and reliably placed in commercial operation, it shall forthwith make a report in this behalf and send to the Concessionaire and withhold issuance of the Provisional Certificate or Completion Certificate, as the case may be. Upon receipt of such notice, the Concessionaire shall remedy and rectify such defects or deficiencies and thereupon tests shall be undertaken in accordance with this Article 13. Such procedure shall be repeated as necessary until the defects or deficiencies are rectified.

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ARTICLE 14: ENTRY INTO COMMERCIAL**SERVICE 14.1. Commercial Operation Date**

The Project shall be deemed to be complete when the Completion Certificate is issued under the provisions of Article 13, and accordingly the commercial operation date of the Project shall be the date on which such Completion Certificate is issued (the “COD”). The Project shall enter into commercial service on COD whereupon the Concessionaire shall be entitled to generate Revenue on the Project Facilities collect rent on the space made available for commercial outlets and any other revenue in accordance with the provisions of this Agreement.

14.2. Damages for delay

Subject to the provisions of 12.3, if COD does not occur prior to the expiry of the 30th (thirtieth) day after the Scheduled Completion Date, unless the delay is on account of reasons attributable to the Authority or due to Force Majeure, the Concessionaire shall pay Damages to the Authority at the rate of 0.1% (zero point one per cent) of the amount of Performance Security for delay of each day until COD is achieved and such Damages may be recovered from the Performance Security.

ARTICLE 15: CHANGE OF SCOPE**15.1. Change of Scope**

- 15.1.1. The Authority may, notwithstanding anything to the contrary contained in this Agreement, require the provision of additional works and services which are not included in the Scope of Project as contemplated by this Agreement ("**Change of Scope**"). Any such Change of Scope shall be made in accordance with the provisions of this Article 15 and the costs thereof shall be expended by the Concessionaire and reimbursed to it by the Authority in accordance with Clause 15.3.

It is agreed between the Parties that the Authority shall not issue Change of Scope Order if the cumulative costs of all the Change of Scope Orders issued by the Authority exceed 10% of the total capital cost upon completion of the Project.

- 15.1.2. Any time during the Operation Period, if shifting of road signage, unipole, Led screen, traffic signal and street lightdisplay board is necessitated due to road widening, construction of flyovers and such other similar circumstances; the Concessionaire shall take up the reinstatement of the Road signage, unipole, Led screen, traffic signal and street lightdisplay board at a place as provided by the Authority and as instructed by it. In this regard, the Concessionaire shall by notice in writing provide the detailed costs involved in shifting of the Road signage, unipole, Led screen, traffic signal and street lightdisplay boards. The Authority within 15 days of receipt of such notice, shall, either accept such Change of Scope as it is or with any modifications, and initiate proceedings in accordance with the provisions of this Article 15. The costs shall be expended by the Concessionaire & reimbursed to it by the Authority in accordance with Clause 15.3.

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15.2. Procedure for Change of Scope

- 15.2.1. In the event of the Authority determining that a Change of Scope is necessary, it shall issue to the Concessionaire a notice specifying the details of works and services contemplated thereunder (the “**Change of Scope Notice**”).
- 15.2.2. Upon receipt of a Change of Scope Notice, the Concessionaire shall, with due diligence, provide to the Authority such information as is required along with documentation in support of:
- a) the impact, if any, which the Change of Scope is likely to have on the schedule for the completion of the Project and if the works or services are required to be carried out during the Construction Period; and
 - b) the options for implementing the proposed Change of Scope and the effect, if any, each such option would have on the costs and time thereof, including a detailed breakdown by work classifications specifying the material and labor costs; all costs incidental in providing such information to the extent approved by the Project In-Charge shall be reimbursed.

The Authority shall convey to the Concessionaire its preferred option, and the Parties shall thereupon agree to the time and costs for implementation of the same.

15.3. Payments for Change of Scope

Within 7 days of issuing the Change of Scope Order, the Authority shall make an advance payment of 20% (twenty per cent) of the cost of Change of Scope as agreed hereunder, and in the event of a Dispute, 20% (twenty per cent) of the cost assessed by the Project In-charge. The Concessionaire shall, after commencement of work, present to the Authority bills for payment in respect of the works in progress or completed works, as the case may be, supported by such Documentation as is reasonably sufficient for the Authority to determine the accuracy thereof. Within 30 (thirty) days of receipt of such bills, the Authority shall disburse to the Concessionaire such amounts as are certified by the Project In-charge as reasonable and after making a proportionate deduction for the advance payment made hereunder, and in the event of any Dispute, final adjustments thereto shall be made under and in accordance with the Dispute Resolution Procedure.

15.4. Power of the Authority to undertake works

- 15.4.1. Notwithstanding anything to the contrary contained in Clauses 15.2 and 15.3, the Authority may, after giving notice to the Concessionaire and considering its reply thereto, shall award such works or services to any person based on open competitive bidding; provided that the Concessionaire shall have the option of matching the first ranked bid in terms of the selection criteria and thereupon securing the award of such works or services. For the avoidance of doubt, it is agreed that the Concessionaire shall be entitled to exercise such option only if it has participated in the bidding process and its bid does not exceed the first ranked bid by more than 10% (ten percent) thereof.

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- 15.4.2. The works undertaken in accordance with this Clause 15.4 shall conform to the Specifications and Standards and shall be carried out in a manner that minimizes the disruption to the use of Road signage, unipole, Led screen, traffic signal and street light display board and Project Facilities. The provisions of this Agreement, insofar as they relate to construction works and Tests, shall apply mutatis mutandis to the works carried out under this Clause 15.4.

15.5. Reduction in Scope of the Project

It is agreed between the Parties that the Authority shall not issue such Change of Scope Order (reduction in Scope) if the number of Road signage, unipole, Led screen, traffic signal and street light display board to be developed by the Concessionaire gets reduced to less than 80% of the number of Road signage, unipole, Led screen, traffic signal and street light display board originally envisaged as per the Agreement

ARTICLE 16: OPERATION AND MAINTENANCE

16.1. O&M obligations of the Concessionaire

- 16.1.1. During the Operation Period, the Concessionaire shall operate and maintain the Project in accordance with this Agreement either by itself, or through the O & M Contractor and if required, modify, repair or otherwise make improvements to the Project to comply with the provisions of this Agreement, Applicable Laws and Applicable Permits, and confirm to Specifications and Standards and Good Industry Practice. The obligations of the Concessionaire hereunder shall include:
- a. procuring and ensuring safe, smooth and uninterpreted use of the display devices, road signage, unipole, Led screen, traffic signal and street light display board and other Project Assets, including prevention of loss or damage thereto, during normal operating conditions;
 - b. cleaning of the display devices, road signage, unipole, Led screen, traffic signal and street light display board therein with water at least once a day and maintaining the road signage, unipole, Led screen, traffic signal and street light display boards clean and free of debris and garbage;
 - c. uninterrupted power supply to ensure proper lighting of the display devices, road signage, unipole, Led screen, traffic signal and street light display boards, power for display devices boards and for electrical and electronic equipment /appliances;
 - d. provide and maintain litter-bins and safe disposal of the collected solid waste in accordance with the Authority's waste handling rules;
 - e. ensuring functioning of user amenities and providing security personnel for handling emergency situations;

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- f. ensuring functioning of communication systems, passenger information system, wi-fi and the other gadgets as provided as per the provisions of this Agreement;
- g. implementing a safety & security plan in consultation and in coordination with the Authority;
- h. carrying out required repairs and maintenance of all the civil, electrical, mechanical, hardware, systems, furniture, solar panels, if any, and any other accessories at periodic intervals at its own cost;
- i. preventing, with the assistance of concerned law enforcement agencies, any unauthorized use of the Project Facilities or display devices, road signage, unipole, Led screen, traffic signal and street lightdisplay boards;
- j. preventing, with the assistance of concerned law enforcement agencies, any encroachments on to the Project Facilities or display devices, road signage, unipole, Led screen, traffic signal and street lightdisplay boards;
- k. operation and maintenance of all Project Assetsand providing safe, smooth and uninterrupted use of Project Facilities, display devices thereon etc;
- l. to maintain sufficient stock of the consumables required for smooth and efficient operations;
- m. maintaining a public relations unit to interface with and attend to suggestions from the Users, government agencies, media and other agencies; and
- n. comply with Safety Requirements in accordance with Article 17;
- o. Shall submit structural stability report of the components quarterly, signed by competent expert;

16.1.2. -Deleted

16.1.3. The maintenance of street light display boards shall confirm to service level standards prescribed by the Authority.

16.1.4. The display devices on road signages, unipole, LED screen and street lightdisplay boards does not, in the opinion of the Authority, distract the road users while driving and shall comply with the extant display devices policy of the Authority. All the display devices at the road signage, unipole, Led screenand street lightdisplay boards shall also confirm to good industry practice. For avoidance of doubt, it is agreed that the rights of the Concessionaire hereunder shall be subject to Applicable Laws, as in force and effect from time to time, and no compensation shall be claimed on account thereof.

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- 16.1.5. The Concessionaire to provide space/ period not exceeding 10% (ten cent) within the road signage, unipole, Led screen, traffic signal and street lightdisplay boards to the Authority for display devices, if it so desires, any information for the benefit of the general public and in case of variable messages that are being displayed inside the road signage, unipole, LED screen, traffic signal and street light display boards, a time slot not exceeding 5% (five per cent) every hour shall be allotted to the Authority for its benefit;
- 16.1.6. The Concessionaire shall in consultation with the Authority evolve a maintenance manual (the “**Maintenance Manual**”) for the regular operation plan and maintenance of the Project Facilities or Road signage, unipole, Led screen, traffic signal and street lightdisplay boards in conformity with the provisions of this Agreement and Good Industry Practice. The Maintenance Manual shall be submitted to the Authority not later than 30 (thirty) days prior to Project achieving COD. The Maintenance Manual shall be revised and updated once in 3 (three) years. It should show detailed operation procedures including a list of do’s & don’ts.

16.2. Service Levels

- 16.2.1. The performance of the Concessionaire or its O&M Contractor in service delivery shall be monitored by the Authority and same shall be monitored vis-à-vis the Service Level Requirements of this Agreement. The Authority may appoint a third party for monitoring of the performance of the Concessionaire or its O&M Contractor, if so desired; and
- 16.2.2. In the event that the Concessionaire or its O&M Contractor fails to repair or rectify any defect or deficiency in service in adhering to minimum Service Levels; it shall be deemed to be in breach of the Agreement and the Authority shall be entitled to recover damages, to be calculated as per the formula as set forth in this Agreement.

Recovery of such damages shall be without prejudice to the rights of the Authority under the Agreement, including the right of Termination thereof. The damages shall not be recovered if the breach is on account of Force Majeure.

- 16.2.3. Concessionaire will use ICT based monitoring tool developed by the Authority and upload information.

16.3. Authority's right to take remedial measures

- 16.3.1. In the event the Concessionaire does not maintain and/or repair any defect or deficiency or any part thereof in conformity with the O & M Requirements, or the Maintenance Manual, as the case may be, and fails to commence remedial works within 15 (fifteen) days of receipt of the O&M Inspection Report or a notice in this behalf from the Authority or the Project In-Charge, as the case may be, the Authority shall, without prejudice to its rights under this Agreement including Termination thereof, be entitled to undertake such remedial measures at the risk and cost of the Concessionaire, and to recover its cost from the Concessionaire. In addition to recovery of the aforesaid cost, a sum equal to 20% (twenty per cent) of such cost shall be paid by the Concessionaire to the Authority as Damages.

16.4. Monitoring of Operations and Maintenance

- 16.4.1. During Operation Period, the Concessionaire shall, no later than 7 (seven) days after the close of each month, furnish to the Authority and the Project In-charge a monthly report stating in reasonable detail the condition of the Project Assets and the road signage, unipole, Led screen, traffic signal and street light display boards, display devices, machinery/systems including its compliance or otherwise with the O&M Requirements and the Maintenance Manual, and shall promptly give such other relevant information as may be required by the Project In-charge.
- 16.4.2. The Project In-Charge shall inspect the Project at least once a quarter. It shall make a report of such inspection (the "**O & M Inspection Report**") stating in reasonable detail the defects or deficiencies, if any, with particular reference to the O & M Requirements, Maintenance Manual and Safety Requirements, and send a copy thereof to the Concessionaire within 7 (seven) days of such inspection.

ARTICLE 17: SAFETY REQUIREMENTS**17.1. Safety Requirements**

The Concessionaire shall comply with the provisions of this Agreement, Applicable Laws and Applicable Permits and conform to Good Industry Practice for securing the safety of the users, especially the women. In this regard, the Concessionaire shall develop, implement and administer a surveillance and safety programme for providing a safe environment at all Road signage, unipole, Led screen, traffic signal and street light display boards in consultation with the Authority.

17.2. Expenditure on Safety Requirements

All costs and expenses arising out of or relating to Safety Requirements shall be borne by the Concessionaire to the extent such costs and expenses form part of the works and services included in the Scope of the Project, and works and services, if any, not forming part of the Scope of the Project shall be undertaken in consultation with the Authority. Such expenses shall be as approved and funded by the Authority.

ARTICLE 18: TRANSFER**18.1. Transfer**

- 18.1.1. The Parties shall perform/discharge their respective obligations to be performed or discharged under the provisions of this Concession Agreement on the Transfer Date in entirety. On the Transfer Date, the Project Assets shall be transferred, by the Concessionaire to the Authority on an 'as is where is' basis.

Without prejudice to the generality of this provision, the transaction to be consummated and the formalities to be completed by the Parties prior to or on the Transfer Date shall be as set out hereinbelow:

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The Concessionaire shall:

- a. Transfer its rights, titles and interests in the Project Assets to the Authority and execute such deeds and documents as may be necessary for the purpose and complete all legal or other formalities required in this regard;
- b. Hand over to the Authority all documents including as built drawings, manuals and records relating to Project Assets;
- c. Provide to the Authority a royalty free license to use the technology and up-to-date know-how relating to operation and maintenance of the Project Assets in perpetuity;

ARTICLE 19: PREMIUM

19.1. Premium

The Concessionaire acknowledges and agrees that as set forth in the Bid, it shall pay to the Authority for each year of the Concession Period, a premium (the “**Premium**”) in the form of an additional Concession Fee, as set forth in Clause 20.2.1, and in the manner set forth in Clause 20.4.

ARTICLE 20: CONCESSION FEE

20.1. Concession Fee

In consideration of the grant of Concession, the Concessionaire shall pay to the Authority every year by way of a concession fee (the “**Concession Fee**”) a sum of Rs.1 (rupees one) per annum and the Premium specified in Clause 20.2.

20.2. Additional Concession Fee

- 20.2.1. Without prejudice to the provisions of Clause 20.1, the Concessionaire agrees to pay to the Authority, 3 (three) months from the COD, a Premium in the form of an additional Concession Fee of an amount equivalent to 10% of the Revenue of the Concessionaire as due to the Authority during that year, due and payable for the period remaining in that year; and for each subsequent year of the Concession Period, the Premium shall be increased by 10% as compared to the immediately preceding year. For the avoidance of doubt, the Premium for all subsequent years shall be determined by increasing the amount of Premium by as compared to the immediately preceding year.

In case, any of the real estate forming part of the Site is not handed for development of one or more road signage, unipole, LED screen, traffic signal and street light display boards, the Concessionaire will be allowed to pay the Premium pro-rata to the number of road signage, unipole, Led screen, traffic signal and street light display boards constructed on the real estate handed over by the Authority.

For avoidance of doubt it is clarified that the term ‘Premium’ as referred in para above shall be as applicable for one financial year. The Premium amount shall be payable on quarterly basis. In accordance with and in compliance with the terms of this Agreement,

if payment of such 'Premium' is due and payable only for part of such financial year, then pro-rata payments at 1/12th of such Premium shall be payable for each month of such part financial year for which such Premium payments is due as payable. For the purpose of assessing the amount due for payment on such payment of Premium, part of a month shall be deemed to be a full month. In such circumstances, the subsequent year as referred to in para above for the purpose of 10% annual escalation, shall fall to commence on 1st of April of the immediately succeeding financial year”.-

20.2.2. The Premium payable under Clause 20.2.1 shall be deemed to be part of the Concession Fee for the purposes of this Agreement.

20.2.3. The Parties hereto acknowledge and agree that the Premium payable under the Clause 20.2.1 shall be over and above any extant display devices fee, as applicable, including its revision, if any, from time to time. For the avoidance of doubt, subject to Applicable Laws, the Concessionaire is not required to pay any ground rent tax / permission fee, that may be applicable in the VMC area, for using VMC lands.

20.3. Payment of Concession Fee

The Concession Fee payable under the provision of this Article 20 shall be due and payable in quarterly instalments, within 7 (seven) days of the close of each quarter.

In case, any of the real estate forming part of the Site is not handed for development of one or more road signage, unipole, Led screen, traffic signal and street light display boards, the Concessionaire shall pay the Premium pro-rata to the number of road signage, unipole, Led screen, traffic signal and street light display boards constructed on the real estate handed over by the Authority.

ARTICLE 21: USER CHARGES

21.1. Collection and appropriation of Charges

21.1.1. Subject to and in accordance with this Agreement, Applicable Laws and Good Industry Practice; on and from the COD till the Transfer Date, the Concessionaire shall have the sole and exclusive right to demand, collect and appropriate revenue:

- a. for the services provided to the users of road signage, unipole, Led screen, traffic signal and street light display boards and other Project Facilities;
- b. for renting out the advertising space appurtenant to the display devices, road signage, unipole, Led screen, traffic signal and street light display boards and other Project Facilities for commercial use; and
- c. from commercial display devices, both electronic (variable messages) and non-electronic (non-variable messages) on the road signage, unipole, Led screen, traffic signal and street light display boards and other Project Facilities,

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ARTICLE 22: INSURANCE

22.1. Insurance during Concession Period

The Concessionaire shall effect and maintain at its own cost, during the Concession Period, such insurances for such maximum sums as may be required by the Authority, and the Applicable Laws, and such insurances as may be necessary or prudent in accordance with Good Industry Practice (the "**Insurance Cover**"). The Concessionaire shall also effect and maintain such insurances as may be necessary for mitigating the risks that may devolve on the Authority as a consequence of any act or omission of the Concessionaire during the Concession Period. The Concessionaire shall procure that in each insurance policy, the Authority shall be a co-insured.

22.2. Notice to Authority

Not later than 30 (thirty) days prior to commencement of the Concession Period, the Concessionaire shall by notice furnish to the Authority, in reasonable detail, information in respect of the insurances that it proposes to effect and maintain in accordance with this Article 22. Within 15 (fifteen) days of receipt of such notice, the Authority may require the Concessionaire to effect and maintain such other insurances as may be necessary pursuant hereto, and in the event of any difference or disagreement relating to any such insurance, the Dispute Resolution Procedure shall apply.

22.3. Evidence of Insurance Cover

All insurances obtained by the Concessionaire in accordance with this Article 22 shall be maintained with insurers on terms consistent with Good Industry Practice. Within

15 (fifteen) days of obtaining any insurance cover, the Concessionaire shall furnish to the Authority, notarized true copies of the certificate(s) of insurance, copies of insurance policies and premia payment receipts in respect of such insurance, and no such insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration of at least 45 (forty five) days after notice of such proposed cancellation, modification or non-renewal has been delivered by the Concessionaire to the Authority.

22.4. Remedy for failure to insure

If the Concessionaire shall fail to effect and keep in force all insurances for which it is responsible pursuant hereto, the Authority shall have the option to either keep in force any such insurances and pay such premia and recover the costs thereof from the Concessionaire, or in the event of computation of a Termination Payment, treat an amount equal to the Insurance Cover as deemed to have been received by the Concessionaire.

22.5. Waiver of subrogation

All insurance policies in respect of the insurance obtained by the Concessionaire pursuant to this Article 22 shall include a waiver of any and all rights of subrogation or recovery of the insurers thereunder against, inter alia, the Authority, and its assigns, successors, undertakings and their subsidiaries, affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.

22.6. Concessionaire's waiver

The Concessionaire hereby further releases, assigns and waives any and all rights of subrogation or recovery against, inter alia, the Authority and its assigns, undertakings and their subsidiaries, affiliates, employees, successors, insurers and underwriters, which the Concessionaire may otherwise have or acquire in or from or in any way connected with any loss, liability or obligation covered by policies of insurance maintained or required to be maintained by the Concessionaire pursuant to this Agreement (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance.

22.7. Application of insurance proceeds

The proceeds from all insurance claims, except life and injury: shall be paid to the Concessionaire and it shall apply such proceeds for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the Project Facilities, and the balance remaining, if any, shall be applied in accordance with the instructions of the Authority.

22.8. Compliance with conditions of insurance policies

The Concessionaire expressly acknowledges and undertakes to fully indemnify the Authority from and against all losses and claims arising from the Concessionaire's failure to comply with conditions imposed by the insurance policies affected in accordance with this Agreement.

ARTICLE 23: ACCOUNTS AND AUDIT**23.1. Audited accounts**

23.1.1. The Concessionaire shall maintain books of accounts recording all its receipts (including all User Charges and other revenues derived/collected by it from or on account of the Project and/or its use), income, expenditure, payments, assets and liabilities, in accordance with this Agreement, Good Industry Practice, Applicable Laws and Applicable Permits. The Concessionaire shall provide 2 (two) copies of its Balance Sheet, Cash Flow Statement and Profit and Loss Account, along with a report thereon by its Statutory Auditors, within 30 (thirty) days of the close of the Accounting Year to which they pertain, and such audited accounts shall form the basis of payments by either Party under this Agreement. The Authority shall have the right to inspect the records of the Concessionaire during office hours and require copies of relevant extracts of books of accounts, duly certified by the Auditors, to be provided to the Authority for verification of basis of payments, and in the event of any discrepancy or error being found, the same shall be rectified and such rectified account shall form the basis of payments by either Party under this Agreement.

23.1.2. The Concessionaire shall, within 30 (thirty) days of the close of each quarter of an Accounting Year, furnish to the Authority its unaudited financial results in respect of the preceding quarter, in the manner and form prescribed by the Securities and Exchange Board of India for publication of quarterly results by the companies listed on a stock exchange.

ARTICLE 24: FORCE MAJEURE**24.1. Force Majeure**

As used in this Agreement, the expression "Force Majeure" or "Force Majeure Event" shall mean occurrence in India which affects the performance by the Party claiming the benefit of Force Majeure (the "Affected Party") of its obligations under this Agreement and which act or event (i) is beyond the reasonable control of the Affected Party, and (ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (iii) has Material Adverse Effect on the Affected Party.

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24.2. Non-Political Event

A Non-Political Event shall mean one or more of the following acts or events:

- a. act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionizing radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Site);
- b. any civil commotion, political agitation, riot, State-wide strikes or riot for a continuous period of 24 (twenty-four) hours and exceeding an aggregate period of 7 (seven) days in an Accounting Year; and
- c. any event or circumstances of a nature analogous to any of the foregoing.

24.3. Political Event

A Political Event shall mean one or more of the following acts or events by or on account of any Government Instrumentality:

- a. Change in Law, if as a result of Change in Law, the Concessionaire suffers an increase in costs and/or reduction in net after tax return or other financial burden.

24.4. Duty to report Force Majeure Event

24.4.1. Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith.

24.4.2. The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event no later than 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.

24.4.3. For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with weekly reports containing information as required by Clause 24.4.1, and such other information as the other Party may reasonably request the Affected Party to provide.

24.5. Effect of Force Majeure Event on the Concession

24.5.1. At any time after the Appointed Date, if any Force Majeure Event occurs:

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- a. before COD, the Concession Period and the Scheduled Completion Date for the Project shall be extended by a period equal in length to the duration for which such Force Majeure Event subsists; or
- b. after COD, whereupon the Concessionaire is unable to generate Revenue or collect Charges despite making best efforts or it is directed by the Authority to suspend the collection thereof during the subsistence of such Force Majeure Event, the Concession Period shall be extended by a period, equal in length to the period during which the Concessionaire was prevented from generating Revenue or collection of User Charges on account thereof.

24.6. Allocation of costs arising out of Force Majeure

- 24.6.1. Upon occurrence of any Force Majeure Event prior to the Appointed Date, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof.
- 24.6.2. Upon occurrence of a Force Majeure Event after the Appointed Date, the costs incurred and attributable to such event and directly relating to the Project (the "Force Majeure Costs") shall be allocated and paid by the Concessionaire. It is hereby clarified that neither Party shall be required to pay to the other Party and costs there.

For the avoidance of doubt, Force Majeure Costs may include any increase in the cost of construction and O&M Expenses.

- 24.6.3. Save and except as expressly provided in this Article 24, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

24.7. Termination Notice for Force Majeure Event

If a Force Majeure Event subsists for a period of 90 (ninety) days or more within a continuous period of 180 (one hundred eighty) days, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save as provided in this Article 24, and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith;

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provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant 15 (fifteen) days' time to make a representation and may after the expiry of such 15 (fifteen) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

24.8. Deleted -

24.9. Dispute resolution

In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such Dispute shall be finally settled in accordance with the Dispute Resolution Procedure; provided that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.

24.10. Excuse from performance of obligations

If the Affected Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event; provided that:

- a. the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;
- b. the Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence; and
- c. when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.

ARTICLE 25: COMPENSATION FOR BREACH OF AGREEMENT

25.1. Compensation for default by the Concessionaire

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Subject to the provisions of Clause 25.4, in the event of the Concessionaire being in material default or breach of this Agreement, it shall pay to the Authority by way of compensation, all direct costs suffered or incurred by the Authority as a consequence of such material default, within 30 (thirty) days of receipt of the demand supported by

necessary particulars thereof; provided that no compensation shall be payable under this Clause 25.1 for any breach or default in respect of which Damages are expressly specified and payable under this Agreement or any consequential losses incurred by the Authority.

25.2. Compensation for default by the Authority

Subject to the provisions of Clause 25.4, in the event of the Authority being in material default or breach of this Agreement at any time after the Appointed Date, it shall pay or suitably facilitated to the Concessionaire by way of compensation, the book value of the Project Facilities within 30 (thirty) days of receipt of the demand supported by necessary particulars thereof; provided that no such compensation shall be payable for any breach or default in respect of which Damages have been expressly specified in this Agreement. For determining such compensation, an independent audit by a reputed third party auditor shall be conducted at the cost of the Concessionaire. -

25.3. Compensation to be in addition

Compensation payable under this Article 25 shall be in addition to, and not in substitution for, or derogation of, Termination Payment, if any.

25.4. Mitigation of costs and damage

The Affected Party shall make all reasonable efforts to mitigate or limit the costs and damage arising out of or as a result of breach of Agreement by the other Party.

ARTICLE 26: SUSPENSION OF CONCESSIONAIRE

RIGHTS 26.1. Suspension upon Concessionaire Default

Upon occurrence of a Concessionaire Default, the Authority shall be entitled, without prejudice to its other rights and remedies under this Agreement including its rights of Termination hereunder, to (i) suspend all rights of the Concessionaire under this Agreement including the Concessionaire's right to collect Revenues, Charges, and other incomes pursuant hereto, and (ii) exercise such rights itself and perform the obligations hereunder or authorize any other person to exercise or perform the same on its behalf during such suspension (the "Suspension"). Suspension hereunder shall be effective forthwith upon issue of notice by the Authority to the Concessionaire and may extend up to a period not exceeding 90 (ninety) days from the date of issue of such notice.

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26.2. Authority to act on behalf of Concessionaire

- 26.2.1. During the period of Suspension, the Authority shall, on behalf of the Concessionaire, collect all Charges, Revenues and other incomes under and in accordance with this Agreement. The Authority shall be entitled to recover the amount for meeting the costs incurred by it for remedying and rectifying the cause of Suspension, and thereafter for defraying the expenses that may be specified elsewhere in this Agreement.
- 26.2.2. During the period of Suspension hereunder, all assets and liabilities vested in the Concessionaire in accordance with the provisions of this Agreement shall continue to vest therein and all things done or actions taken, including expenditure incurred by the Authority for discharging the obligations of the Concessionaire under and in accordance with this Agreement and the Project Agreements, shall be deemed to have been done or taken for and on behalf of the Concessionaire and the Concessionaire undertakes to indemnify the Authority for all costs incurred during such period. The Concessionaire hereby licenses and sub-licenses respectively, the Authority or any other person authorized by it under Clause 26.1 to use during Suspension, all Intellectual Property belonging to or licensed to the Concessionaire with respect to the Project and its design, engineering, construction, operation and maintenance, and which is used or created by the Concessionaire in performing its obligations under the Agreement.

26.3. Revocation of Suspension

- 26.3.1. In the event that the Authority shall have rectified or removed the cause of Suspension within a period not exceeding 30 (thirty) days from the date of Suspension, it shall revoke the Suspension forthwith and restore all rights of the Concessionaire under this Agreement. For the avoidance of doubt, the Parties expressly agree that the Authority, in its discretion, revoke the Suspension at any time, whether or not the cause of Suspension has been rectified or removed hereunder.
- 26.3.2. Upon the Concessionaire having cured the Concessionaire Default within a period not exceeding 30 (thirty) days from the date of Suspension, the Authority shall revoke the Suspension forthwith and restore all rights of the Concessionaire under this Agreement.

26.5. Termination

- 26.5.1. At any time during the period of Suspension under this Article 26, the Concessionaire may by notice require the Authority to revoke the Suspension and issue a Termination Notice. The Authority shall within 15 (fifteen) days of receipt of such notice, terminate this Agreement under and in accordance with Article 27.
- 26.5.2. Notwithstanding anything to the contrary contained in this Agreement, in the event that Suspension is not revoked within 90 (ninety) days from the date of Suspension

hereunder, the Concession Agreement shall, upon expiry of the aforesaid period be deemed to have been terminated by mutual agreement of the Parties and all the provisions of this Agreement shall apply, mutatis mutandis, to such Termination as if a Termination Notice had been issued by the Authority upon occurrence of a Concessionaire Default.

ARTICLE 27: TERMINATION

27.1. Termination for Concessionaire Default

27.1.1. Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Concessionaire fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of 30 (thirty) days, the Concessionaire shall be deemed to be in default of this Agreement (a "**Concessionaire Default**"), unless the default has occurred solely as a result of any breach of this Agreement by the Authority or due to Force Majeure. The defaults referred to herein shall include:

- a. the Performance Security has been encashed, as the case may be, and appropriated by the Authority in accordance with Clause 9.2 and the Concessionaire fails to replenish or provide fresh Performance Security as the case may be, within a Cure Period of 21 (twenty-one) days;
- b. subsequent to replenishment or furnishing of fresh Performance Security as the case may be, in accordance with Clause 9.2, the Concessionaire fails to cure the Concessionaire Default, for which whole or part of the Performance Security as the case may be, was appropriated, within a cure period of 45 (forty five) days;
- c. the Concessionaire abandons or manifests intention to abandon the construction or the operation of the Project without the prior written consent of the Authority;
- d. COD does not occur within the period specified in Clause 12.3.1;
- e. the Punch List items have not been completed within the period set forth in Clause 13.4.1;
- f. the Concessionaire is in breach of the Maintenance Requirements or the Safety Requirements, as the case may be; the Concessionaire has failed to make any payment to the Authority within the Period specified in this Agreement;
- i. a breach of any of the Project Agreements by the Concessionaire has caused a Material Adverse Effect;
- j. the Concessionaire creates any Encumbrance in breach of this Agreement;

- k. the Concessionaire repudiates this Agreement or otherwise takes any action or evidences or conveys an intention not to be bound by the Agreement;
- l. a Change in Ownership has occurred in breach of the provisions of Clause 5.3;
- m. there is a transfer, pursuant to law either of (i) the rights and/or obligations of the Concessionaire under any of the Project Agreements, or of (ii) all or part of the assets or undertaking of the Concessionaire, and such transfer causes a Material Adverse Effect;
- n. an execution levied on any of the assets of the Concessionaire has caused a Material Adverse Effect;
- o. the Concessionaire is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Concessionaire or for the whole or material part of its assets that has a material bearing on the Project;
- p. the Concessionaire has been, or in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect;
- q. a resolution for winding up of the Concessionaire is passed, or any petition for winding up of the Concessionaire is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 90 (ninety) days of the date thereof or the Concessionaire is ordered to be wound up by Court except for the purpose of amalgamation or reconstruction; provided that, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of the Concessionaire are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Concessionaire under this Agreement and the Project Agreements; and provided that:
 - i. the amalgamated or reconstructed entity has the capability and operating experience necessary for the performance of its obligations under this Agreement and the Project Agreements;
 - ii. the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement and the Project Agreements and has a credit worthiness at least as good as that of the Concessionaire as at the Appointed Date; and
 - iii. each of the Project Agreements remains in full force and effect;
- r. any representation and warranty of the Concessionaire herein contained which is, as of the date hereof, found to be materially false, incorrect or misleading or the Concessionaire is at any time hereafter found to be in breach thereof;

- s. the Concessionaire has failed to fulfil any obligation, for which failure termination has been specified in this Agreement; or
 - t. the Concessionaire commits a default in complying with any other provision of this Agreement if such default causes a Material Adverse Effect on the Authority.
- 27.1.2. Without prejudice to any other rights or remedies which the Authority may have under this Agreement, upon occurrence of a Concessionaire Default, the Authority shall be entitled to terminate this Agreement by issuing a Termination Notice to the Concessionaire; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Concessionaire of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Concessionaire to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice, subjective to the provisions of Clause 27.1.3.

27.2. Termination for Authority Default

- 27.2.1. In the event that any of the defaults specified below shall have occurred, and the Authority fails to cure such default within a Cure Period of 60 (sixty) days or such longer period as has been expressly provided in this Agreement, the Authority shall be deemed to be in default of this Agreement (the “**Authority Default**”) unless the default has occurred as a result of any breach of this Agreement by the Concessionaire or due to Force Majeure. The defaults referred to herein shall include the following:
- a. the Authority commits a material default in complying with any of the provisions of this Agreement and such default has a Material Adverse Effect on the Concessionaire;
 - b. the Authority has failed to make any payment to the Concessionaire within the period specified in this Agreement; or
 - c. the Authority repudiates this Agreement or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by this Agreement.
- 27.2.2. Without prejudice to any other rights or remedies which the Concessionaire may have under this Agreement, upon occurrence of an Authority Default, the Concessionaire shall, be entitled to terminate this Agreement by issuing a Termination Notice to the Authority; provided that before issuing the Termination Notice, the Concessionaire shall by a notice inform the Authority of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Authority to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

27.3. Termination Payment

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- 27.3.1. Upon Termination on account of a Concessionaire Default, the Concessionaire shall not be entitled to receive any Termination Payment from the Authority and the Performance Security shall be invoked by the Authority.
- 27.3.2. Upon Termination by any party, if required courts at Vijayawda shall have exclusive jurisdiction over all disputes arising..
- 27.3.3. Termination Payment shall become due and payable to the Concessionaire within 60 (sixty) days of a demand being made by the Concessionaire to the Authority with the necessary particulars.
- 27.3.4. The Concessionaire expressly agrees the Termination Payment under this Article 27 shall constitute a full and final settlement of all claims of the Concessionaire on account of Termination of this Agreement for any reason whatsoever and that the Concessionaire or any shareholder thereof shall not have any further right or claim under any law, treaty, convention, contract or otherwise.

27.4. Other rights and obligations of the Authority

Upon Termination for any reason whatsoever, the Authority shall:

- a. be deemed to have taken possession and control of the Project forthwith;
- b. take possession and control of all materials, stores, implements, equipment, systems used or being used in the development of the Project and all the Project Assets;
- c. be entitled to restrain the Concessionaire and any person claiming through or under the Concessionaire from entering upon the office or any part of the Project; and
- d. require the Concessionaire to comply with the Divestment Requirements set forth in Clause 28.1.

27.5. Survival of rights

Notwithstanding anything to the contrary contained in this Agreement, but subject to the provisions of Clause 27.3.4, any Termination pursuant to the provisions of this Agreement shall be without prejudice to the accrued rights of either Party including its right to claim and recover money Damages, insurance proceeds, security deposits, and other rights and remedies, which it may have in law or contract. All rights and obligations of either Party under this Agreement, including Termination Payments and Divestment Requirements shall survive the Termination to the extent such survival is necessary for giving effect to such rights and obligations.

ARTICLE 28: DIVESTMENT OF RIGHTS AND INTEREST**28.1. Divestment Requirements**

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28.1.1. Upon Termination, the Concessionaire shall comply with and confirm to the following Divestment Requirements:

- a. notify to the Authority forthwith the location and particulars of all Road signage, unipole, Led screen, traffic signal and street light display boards and Project Assets;
- b. deliver forthwith the actual or constructive possession of the Project, free and clear of all Encumbrances.
- c. cure all defects and deficiencies in the Project Assets so that the Project is compliant with the Maintenance Manual; provided that in the event of Termination during the Construction Period, all the Project Assets shall be handed over on 'as is where is' basis after bringing them to a safe condition;
- d. deliver and transfer relevant records, reports, Intellectual Property and other licenses pertaining to the Project and its design, engineering, construction, operation and maintenance including all programs and manuals pertaining thereto, and complete 'as built' Drawings as on the Transfer Date. For the avoidance of doubt, the Concessionaire represents and warrants that the Intellectual Property delivered hereunder shall be adequate and complete for design, engineering, construction, operation and maintenance of the Project and shall be assigned to the Authority free of any encumbrance;
- e. transfer and/or deliver all Applicable Permits to the extent permissible under Applicable Laws;
- f. execute such deeds of conveyance, documents and other writings as the Authority may reasonably require for conveying, divesting and assigning all the rights, title and interest of the Concessionaire in the Project Assets, including manufacturer's warranties in respect of any product or equipment and the right to receive outstanding insurance claims to the extent due and payable to the Authority, absolutely unto the Authority or its nominee; and
- g. comply with all other requirements as may be prescribed or required under Applicable Laws for completing the divestment and assignment of all rights, title and interest of the Concessionaire in the Project, free from all Encumbrances, absolutely unto the Authority or to its nominee.

28.1.2. Subject to the exercise by the Authority of its rights under this Agreement or under any of the Project Agreements to perform or procure the performance by a third party of any of the obligations of the Concessionaire, the Parties shall continue to perform their obligations under this Agreement, notwithstanding the issuance of any Termination Notice, until the Termination of this Agreement becomes effective in accordance with its terms.

28.2. Vesting Certificate

The divestment of all rights, title and interest in the Project shall be deemed to be complete on the date when all of the Divestment Requirements have been fulfilled, and the Authority shall, without unreasonable delay, thereupon issue a certificate (the "Vesting Certificate"), which will have the effect of constituting evidence of

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divestment by the Concessionaire of all of its rights, title and interest in the Project, and their vesting in the Authority pursuant hereto. It is expressly agreed that any defect or deficiency in the Divesting Requirements shall not in any manner be construed or interpreted as restricting the exercise of any rights by the Authority or its nominee on, or in respect of, the Project on the footing that all Divestment Requirements have been complied with by the Concessionaire.

28.3. Divestment Costs

28.3.1. The Concessionaire shall bear and pay all costs incidental to divestment of all of the rights, title and interest of the Concessionaire in the Project in favour of the Authority upon Termination, save and except that all stamp duties payable on any deeds or Documents executed by the Concessionaire in connection with such divestment shall be borne by the Authority.

28.3.2. In the event of any Dispute relating to matters covered by and under this Article 28, the Dispute Resolution Procedure shall apply.

ARTICLE 29: ASSIGNMENT AND CHARGES

29.1. Restrictions on assignment and charges

29.1.1. Subject to Clauses 29.2 and 29.3, this Agreement shall not be assigned by the Concessionaire to any person, save and except with the prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason.

29.1.2. Subject to the provisions of Clause 29.2, the Concessionaire shall not create nor permit to subsist any Encumbrance, or otherwise transfer or dispose of all or any of its rights and benefits under this Agreement or any Project Agreement to which the Concessionaire is a party except with prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason.

29.2. Permitted assignment and charges

The restraints set forth in Clause 29.1 shall not apply to:

- a. liens arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Project;
and
- b. liens or encumbrances required by any Applicable Law.

29.4. Assignment by the Authority

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Notwithstanding anything to the contrary contained in this Agreement, the Authority may, after giving 30 (thirty) days' notice to the Concessionaire, assign any of its rights and benefits and/or obligations under this Agreement; to an assignee who is, in the reasonable opinion of the Authority, capable of fulfilling all of the Authority's then outstanding obligations under this Agreement.

ARTICLE 30: LIABILITY AND INDEMNITY

30.1. General indemnity

The Concessionaire will indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Government Instrumentalities and Authority owned and/or controlled entities/enterprises, (the “**Authority Indemnified Persons**”) against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of any breach by the Concessionaire of any of its obligations under this Agreement or any related agreement or on account of any defect or deficiency in the provision of services by the Concessionaire to any Users, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach of this Agreement on the part of the Authority Indemnified Persons.

30.2. Indemnity by the Concessionaire

30.2.1. Without limiting the generality of Clause 30.1, the Concessionaire shall fully indemnify, hold harmless and defend the Authority and the Authority Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:

- a. failure of the Concessionaire to comply with Applicable Laws and Applicable Permits;
- b. payment of taxes required to be made by the Concessionaire in respect of the income or other taxes of the Concessionaire's contractors, suppliers and representatives; or
- c. non-payment of amounts due as a result of materials or services furnished to the Concessionaire or any of its contractors which are payable by the Concessionaire or any of its contractors.

30.2.2. Without limiting the generality of the provisions of this Article 30, the Concessionaire shall fully indemnify, hold harmless and defend the Authority Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the Authority Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Concessionaire or by the Concessionaire's Contractors in performing the Concessionaire's obligations or in any way incorporated in or related to the Project.

30.3. Notice and contest of claims

In the event that either Party receives a claim or demand from a third party in respect of which it is entitled to the benefit of an indemnity under this Article 30 (the “Indemnified Party”) it shall notify the other Party (the “Indemnifying Party”) within 15 (fifteen) days of receipt of the claim or demand and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim or demand, it may conduct the proceedings in the name of the Indemnified Party, subject to the Indemnified Party being secured against any costs involved, to its reasonable satisfaction.

30.4. No consequential claims

Notwithstanding anything to the contrary contained in this Article 30, the indemnities herein provided shall not include any claim or recovery in respect of any cost, expense, loss or damage of an indirect, incidental or consequential nature, including loss of profit, except as expressly provided in this Agreement.

30.5. Survival on Termination

The provisions of this Article 30 shall survive Termination.

ARTICLE 31: RIGHTS AND TITLE OVERTHE SITE**31.1. Licensee rights**

For the purpose of this Agreement, the Concessionaire shall have rights to the use of the Site on an exclusive basis subject to and in accordance with this Agreement, and to this end, it may regulate the use of the Project by third parties in accordance with and subject to the provisions of this Agreement.

31.2. Access rights of the Authority and others

- 31.2.1. The Concessionaire shall allow free access to the Site at all times for the Representatives and the Project In-Charge, and for the persons duly authorized by the Authority to inspect the Project and to investigate any matter within their authority, and upon reasonable notice, the Concessionaire shall provide to such person’s reasonable assistance necessary to carry out their respective duties and functions.
- 31.2.2. The Concessionaire shall, for the purpose of operation and maintenance of any utility specified in Article 11, allow free access to the Site at all times for the authorized persons of the controlling body of such utility.

31.3. Property taxes

The Concessionaire shall not be liable to pay any property taxes for the Site. However, the Concessionaire shall be required to pay, at its own cost, all applicable existing and future taxes/ charges/ fees/ levies including service tax, stamp duty, registration charges and any other charges payable/ leviable in respect of the said Project.

31.4. Restriction on sub-letting

The Concessionaire shall not sublicense or sublet the whole or any part of the Site, save and except as may be expressly set forth in this Agreement; provided that nothing contained herein shall be construed or interpreted as restricting the right of the Concessionaire to appoint Contractors for the performance of its obligations hereunder including for operation and maintenance of all or any part of the Project.

ARTICLE 32: DISPUTE RESOLUTION**32.1. Dispute resolution**

- 32.1.1. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 32.2.
- 32.1.2. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

32.2. Conciliation

In the event of any Dispute between the Parties, either Party may require such Dispute to be referred to the Commissioner, Vijayawada Municipal Corporation and the Chairman of the Board of Directors of the Concessionaire for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 32.1.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 32.3.

32.3. Arbitration

- 32.3.1. Any Dispute which is not resolved amicably by conciliation, as provided in Clause 32.2, shall be finally decided by reference to arbitration by an arbitral tribunal constituted in accordance with Clause 32.3.2. Such arbitration shall be held in accordance with the rules as may be mutually agreed by the Parties and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be Vijayawada and the language of arbitration proceedings shall be English;
- 32.3.2. There shall be an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected and

in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules;

- 32.3.3. The Parties shall select their respective arbitrators within 30 days from the date of commencement of the arbitration proceedings and in case any single party fails to do so then the other party's arbitrator becomes the sole arbitrator;
- 32.3.4. The arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Article 32 shall be final and binding on the Parties as from the date it is made, and the Concessionaire and the Authority agree and undertake to carry out such Award without delay;
- 32.3.5. The Concessionaire and the Authority agree that an Award may be enforced against the Concessionaire and/or the Authority, as the case may be, and their respective assets wherever situated; and

This Agreement and the rights and obligations of the parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

ARTICLE 33: DISCLOSURE

33.1. Disclosure of Specified Documents

The Concessionaire shall make available for inspection by any person, copies of the Concession Agreement, the Maintenance Manual, the O & M requirements and the Safety Requirements (hereinafter collectively referred to as the "Specified Documents") free of charge, during normal business hours on all working days at the Concessionaire's Registered/Corporate Office. The Concessionaire shall provide copies of the same to any person upon payment of copying charges on a 'no profit no loss' basis.

33.2. Disclosure of Documents relating to safety

The Concessionaire shall make available for inspection by any person copies of all Documents and data relating to safety of the Project, free of charge, during normal business hours on all working days, at the Concessionaire's Registered/Corporate Office. The Concessionaire shall make copies of the same available to any person upon payment of copying charges on a 'no profit no loss' basis.

Notwithstanding the above provisions of Clause 33.2, the Authority shall be entitled to direct the Concessionaire, from time to time, to withhold the disclosure of Protected Documents (as defined herein below) to any person in pursuance of the afore said clauses.

Explanation: The expression Protected Documents shall mean such of the Specified Documents or documents referred in Clause 33.1 and 33.2, or portion thereof, the disclosure of which the Authority is entitled to withhold under the provisions of the Right to Information Act, 2005.

ARTICLE 34: REDRESSAL OF PUBLIC GRIEVANCES

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34.1. Complaints Box

- 34.1.1. The Concessionaire shall maintain a public relations office at its Registered/Corporate Office and keep a box (the “Complaint Box”) at all the Project Facilities and road signage, unipole, Led screen, traffic signal and street lightdisplay boardsopen to public access at all times for lodging of complaints, if any (the “Complaint”);
- 34.1.2. In addition to the provisions of Clause 34.1.1, the Authority may, in consultation with the Concessionaire, specify the procedure for making complaints in electronic form and responses thereto.

34.2. Redressal of complaints

- 34.1.1. The Concessionaire shall attend to Public complaints promptly and reasonable action has to be taken for redressal of each of the complaints. It shall have to maintain a register wherein all the complaints are noted for the action taken on the same, time taken for closing of the complaint and such other information that the Authority may advice the Concessionaire to incorporate in the register.
- 34.1.2. Within seven (7) days of the close of each month, the Concessionaire shall have to send the Authority the complaint file in electronic form (at the authorized email address). Upon perusal of the complaint file, the Authority may, in its discretion, advice the Concessionaire to take such further action as the Authority may deem appropriate for a fair and just redressal of any grievance.

ARTICLE 35: MISCELLANEOUS**35.1. Governing law and jurisdiction**

The Agreement shall be governed by the laws of India, including but not limited to laws of Government of Andhra Pradesh and Vijayawada Municipal Corporation extant rules and regulations in force and as amended from time to time; and the Courts in Vijayawada shall have exclusive jurisdiction in all matters under the Agreement.

35.2. Depreciation

For the purposes of depreciation under Applicable Laws, the property representing the capital investment 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 Applicable Laws.

35.3. Delayed Payments

- 35.3.1. The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein, and if no such period is specified, within 30 (thirty) days of receiving a demand along with the necessary particulars. Unless and otherwise specified in this Agreement, in the event of delay beyond such period, the defaulting Party shall pay interest for the period of delay at the rate of 12% (twelve per cent), and recovery thereof shall be without

prejudice to the rights of the Parties under this Agreement including Termination thereof.

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

35.4. Waiver

Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

- a. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
- b. shall not be effective unless it is in writing and executed by a duly authorized representative of the Party; and
- c. shall not affect the validity or enforceability of this Agreement in a manner.

35.5. Liability for review of Documents and Drawings

Except to the extent expressly provided in this Agreement:

- a. no review, comment or approval by the Authority or its Representative of any Document or Drawing submitted by the Concessionaire nor any observation or inspection of the construction, operation or maintenance of the Project nor the failure to review, approve, comment, observe or inspect hereunder shall relieve or absolve the Concessionaire from its obligations, duties and liabilities under this Agreement, Applicable Laws and Applicable Permits; and
- b. the Authority shall not be liable to the Concessionaire by reason of any review, comment, approval, observation or inspection referred to in Sub-clause (a) above.

35.6. Survival

35.2.1. Termination shall:

- a. not relieve the Concessionaire of any obligations hereunder which expressly or by implication survive Termination hereof; and
- b. except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, 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.

35.2.2. All obligations surviving Termination shall only survive for a period of 3 (three) year following the date of such Termination.

35.7. Entire Agreement

This Agreement 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. For the avoidance of doubt, the Parties hereto agree that any obligations of the Concessionaire arising from the Request from Proposals shall be deemed to form part of this Agreement and treated as such.

35.8. Severability

If for any reason whatever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth under this Agreement or otherwise.

35.9. No partnership

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

35.10. Third Parties

This Agreement is intended solely for the benefit of the Parties, and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

35.11. Successors and Assigns

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

35.12. 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 be deemed to have been delivered when in 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 case of email, it shall be deemed to have been delivered on the working day following the date of its delivery.

35.13. 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 English language.

35.14. Counterparts

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

ARTICLE 36: DEFINITIONS**36.1. Definitions**

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

“Accounting Year” means the financial year commencing from the first day of April of any calendar year and ending on the thirty first day of March of the next calendar year;

“Affected Party” shall have the meaning set forth in Clause 24.1

“Agreement” or “Concession Agreement” means this Agreement, its Recitals hereto and any amendments thereto made in accordance with the provisions contained in this Agreement.

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“Appendix” shall have the meaning set forth in Clause 10.3.1;

“Applicable Laws” means all laws brought into force and effect by State Government of Andhra Pradesh and/or the Government of India (GOI) including rules, regulations and notifications made thereunder, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to this RFP document and the exercise, performance and discharge of respective rights and obligations of the parties hereunder, as may be in force and effect during the subsistence of this RFP document and the subsequent contract to be signed by the successful bidder with Vijayawada Municipal Corporation at the end of bidding process;

“Applicable Permits” means all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the construction, operations and maintenance of the Project during the subsistence of the Concession Agreement;

“Appointed Date” means the date on which every Condition Precedent is either satisfied or waived, as the case may be, in accordance with the provisions of this Agreement, and such date shall be the date of commencement of the Concession Period;

“Arbitration Act” means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof, as in force from time to time;

“Associate” or “Affiliate” means, in relation to either Party, a person who controls, is controlled by, or is under the common control with such Party. As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power of direct the management and policies of such person, whether by operation of law or by contract or otherwise);

“Authority” shall have the meaning attributed thereto in the array of Parties as set forth in the Recitals;

“Authority Default” shall have the meaning set forth in Clause 27.2.1;

“Authority Indemnified Persons” shall have the meaning set forth in Clause 30.1;

“Authority Representative” or “Representative” means such person or persons as may be authorized in writing by the Authority to act on its behalf under the Agreement and shall include any person or persons having authority to exercise any rights or perform and fulfil any obligations of the Authority under the Agreement;

"Bid" means the documents in their entirety comprised in the bid submitted by the Concessionaire in response to the Request for Proposals in accordance with the provisions thereof;

"Bid Security" means the security provided by the Concessionaire to the Authority along with the Bid, in accordance with the Request for Proposals, and which is to remain in force until substituted by the Performance Security;

“COD” or “Commercial Operation Date” shall have the meaning as set forth in Clause 14.1;

“Change in Law” means occurrence of any of the following after the date of Bid:

- a. the enactment of any Indian or State law;
- b. the repeal, modification or re-enactment of any existing Indian /State law;
- c. the commencement of any Indian /State law which has not entered into effect until the date of Bid;
- d. a change in the interpretation or application of any Indian/State law by a judgement of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the date of Bid; or
- e. any change in the rates of any of the taxes that have a direct effect on the Project.

“Change in Ownership” means a change in control of the Concessionaire. For the purposes of this definition, the term ‘change in control’ shall mean, if the Concessionaire is a company, partnership or body corporate, the change in ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such Concessionaire or the change in the power to direct the management and policies of the Concessionaire.

“Change of Scope” shall have the meaning set forth in Clause 15.1;

“Charges” means the payment made by the third parties for renting the advertising space on display devices, road signage, unipole, traffic signal and street lightdisplay boards or other Project Facilities for any other commercial purpose;

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“Completion Certificate” shall have the meaning as set forth in Clause 13.2;

“Concession” shall have the meaning as set forth in Clause 3.1.1;

“Concessionaire” shall have the meaning attributed thereto in the array of Parties as set forth in the Recitals;

“Concession Fee” shall have the meaning set forth in Clause 20.1;

“Concession Period” means the period starting on and from the Appointed Date and ending on the Transfer Date;

“Concessionaire Default” shall have the meaning as set forth in Clause 27.1.1;

“Conditions Precedent” shall have the meaning as set forth in Clause 4.1.1;

“Construction Period” means the period beginning from the Appointed Date and ending on COD;

“Contractor” means the person or persons, as the case may be, with whom the Concessionaire has entered into any of the EPC Contract, the O & M Contract or any other material agreement or contract for construction, operation and/or maintenance of the Project or matters incidental thereto, but does not include a person who has entered into an agreement for providing financial assistance to the Concessionaire;

“Cure Period” means the period specified in the Agreement for curing any breach or default of any provision of the Agreement by the Party responsible for such breach or default and shall:

- a. commence from the date on which a notice is delivered by one Party to the other Party asking the latter to cure the breach or default as specified in such notice;
- b. not relieve any Party from liability to pay Damages or compensation under the provisions of the Agreement; and
- c. not in any way be extended by any period of Suspension under this Agreement;

provided that if the cure of any breach by the Concessionaire requires any reasonable action by the Concessionaire that must be approved by the Authority hereunder, the applicable Cure Period shall be extended by the period taken by the Authority to accord their approval;

“BOMT” or “Design, Build, Operate, Maintain & Transfer” shall have the meaning set forth in Recital (A);

“Damages” shall have the meaning set forth in Sub-clause (m) of Clause 1.2.1;

“Dispute” shall have the meaning set forth in Clause 32.1.1;

“Dispute Resolution Procedure” means the procedure for resolution of Disputes set forth in Article 32;

“Divestment Requirements” means the obligations of the Concessionaire for and in respect of Termination as set forth in Clause 28.1;

“Document” or “Documentation” means documentation in printed or written form, or in tapes, discs, drawings, computer programs, writings, reports, photographs, films, cassettes, or expressed in any other written, electronic, audio or visual form;

“Drawings” means drawings, tracings or prints thereof, calculations and documents pertaining to the Project and shall include ‘as built’ drawings of the Project.

"EPC Contract" means the engineering, procurement and construction contract or contracts entered into by the Concessionaire with one or more Contractors for, interalia, engineering and construction of the display devices, road signage, unipole, Led screen, traffic signal and street lightdisplay boards and other Project Facilities in accordance with the provisions of this Agreement;

“Encumbrances” means, in relation to the Project, any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, where applicable herein but excluding utilities referred to in Clause 11.1;

“Force Majeure” or Force Majeure Event” shall have the meaning ascribed to it in Clause 23.1;

“GOI” means the Government of India;

“Good Industry Practice” means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced operator encouraged 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 in accordance with the Agreement, Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner;

“Government” means the Government of Andhra Pradesh;

“Government Instrumentality” means any department, division, or sub-division of the State Government of the Andhra Pradesh or the GOI, the Authority and includes any commission, board, authority, agency or any other local authority and having jurisdiction over all or any part of the Project or the performance of all or any of the services or obligations of the Concessionaire under or pursuant to the Agreement;

“Indemnified Party” means the Party entitled to the benefit of an indemnity pursuant to Article 30;

“Indemnifying Party” means the Party obligated to indemnify the other Party pursuant to Article 30;

“**Inspection Report**” shall have the meaning ascribed to it in Clause 12.4.3;

“Insurance Cover” means the aggregate of the maximum sums insured under the insurances taken out by the Concessionaire pursuant to Clause 22, and includes all insurances required to be taken out by the Concessionaire under Clause 22.1 but not actually taken, and when used in the context of any act or event, it shall mean the aggregate of the maximum sums insured and payable or deemed to be insured and payable in relation to such act or event;

“Intellectual Property” means all patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, blue prints, programs and manuals, drawings, copyright (including rights in computer software), database rights, semi-conductor, topography rights, utility models, rights in know-how and other intellectual property rights, in each case, whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;

“LOA” or “Letter of Award” means the letter of award referred to in Recital (D);

“Maintenance Manual” shall have the meaning ascribed to it in Clause 16.1.4;

“Material Adverse Effect” means a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Agreement and which act or event causes a material financial burden or loss to either Party;

“Non-Political Event” shall have the meaning set forth in Clause 24.2;

“O & M” means the operation and maintenance of the Project and includes all matters connected with or incidental to such operation and maintenance and provision of services and facilities, and collection of Charges in accordance with the provisions of this Agreement;

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“O & M Expenses” means expenses incurred by or on behalf of the Concessionaire or by the Authority, as the case may be, for all O & M including a) cost of salaries and other compensation to employees, b) cost of materials, supplies, utilities and other services, c) premia for insurance, d) all taxes, duties, cess and fees due and payable for O & M, e) all repairs, replacement, reconstruction, reinstatement, improvement and maintenance costs, f) payments required to be made under any contract in connection with or incidental to O & M, and g) all other expenditure required to be incurred under the Agreement, Applicable Laws or Applicable Permits;

“O & M Inspection Report” shall have the meaning as set forth in Clause 16.4.2;

“Operation Period” means the operation and maintenance period commencing from COD and ending on the Transfer Date;

“Parties” means the parties to the Concession Agreement collectively and “Party” shall mean any of the parties to the Concession Agreement individually;

“Performance Security” shall have the meaning set forth in Clause 9.1;

“Political Event” shall have the meaning as set forth in Clause 24.3;

“Project” means the construction, development and installation of such number of display devices including road signage, unipole, Led screen, traffic signal and street light display boards and Project Facilities of such specifications as stipulated by the Authority and operation and maintenance of the same in accordance with the provisions of the Agreement; and includes all works, services, systems, software and supporting infrastructure relating to or in respect of the Scope of the Project;

“Project Agreements” means this Agreement, EPC Contract, O & M Contract, and any other material agreements or contracts that may be entered into by the Concessionaire with any person in connection with matters relating to, arising out of or incidental to the Project, but does not include agreement for procurement of goods and services or for collecting Charges involving a consideration of up to Rs.1 (one) crore;

“Project Acceptance Tests” means the standard tests as proposed by the Concessionaire as part of Quality Assurance Plan and as accepted by the Authority for monitoring of construction and for determining the completion of the Project by the Authority;

“Project Assets” means all physical and other assets relating to and forming part of the Site including a). rights over the Site in the form of license or otherwise; b). tangible assets such as civil works and equipment including electrical systems, communication systems, maintenance depots, and administrative offices; c). Project Facilities; d). all rights of the Concessionaire under the Project Agreements, e). financial assets, such as receivables, security deposits, etc; f). insurance proceeds and g). Applicable Permits and authorizations relating to or in respect of the Project;

“Project Completion Date” means the date on which the Completion Certificate or the Provisional Certificate, as the case may be, is issued under the provisions of Article 13;

“Project Facilities” means all display devices, road signage, unipole, Led screen, traffic signal and street light display boards and such other amenities and facilities created on the Sites.

“Provisional Certificate” shall have the meaning as set forth in Clause 13.3;

“Punch List” shall have the meaning ascribed to it in Clause 13.3; “Rs. or “Rupees” means the lawful currency of the Republic of India;

“Request for Proposals” or “RFP” shall have the meaning set forth in Recital (B);

“Revenue” shall mean the gross revenue generated by the Concessionaire in respect of or in relation to the Project and shall include all revenues generated from Project Assets, Project Facilities at the Sites, and any other revenue earned by the Concessionaire in respect of the Project in accordance with the provisions of this Agreement;

“Safety Requirements” shall have the meaning set forth in Clause 17.1.1;

“Scheduled Completion Date” shall have the meaning set forth in Clause 12.3.1;

"Scope of the Project" shall have the meaning set forth in Clause 2.1;

“Service Level Requirements” shall have the meaning as set forth in the agreement;

“Site” shall have the meaning set forth in Clause 10.1;

“Specifications and Standards” means the specifications and standards relating to the quality, quantity, capacity and other requirements of the Road signage, unipole, Led screen, traffic signal and street light display boards to be developed for the Project indicative of which is as set forth in Appendix-II of the Request for Proposal, and any modifications thereof or additions thereto, as included in the design and engineering for the Project submitted by the Concessionaire to, and expressly approved by the Authority;

“State” means the State of Andhra Pradesh;

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“Road Signage” shall mean the road signage and other elements as per RFP developed by the Concessionaire in accordance with the requirements of this Agreement

“Suspension” shall have the meaning set forth in Clause 26.1;

“Taxes” means any Indian taxes including excise duties, custom duties, value added tax, sales tax, GST, local taxes, advertising fees, cess and any impost or surcharge of like nature (whether Central, State or local) on the goods, materials, equipment and services incorporated in and forming part of the Project charged, levied or imposed by any Government Instrumentality, but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever. For the avoidance of doubt, taxes shall not include taxes on corporate income;

“Termination” means the expiry or termination of this Agreement and the Contract hereunder;

“Termination Notice” means the written communication issued in accordance with this Agreement by one Party to the other Party terminating the Agreement;

“**Termination Payment**” means the amount payable at the time of Termination of this Agreement in accordance with Article 27.3 or Article 24.8, as the case may be;

“Transfer Date” means the date on which the Agreement and the Contract hereunder expires pursuant to the provisions of this Agreement or is terminated by a Termination Notice;

“User” means a person who uses the Project or any part thereof in accordance with the provisions of this Agreement and Applicable Laws;

“Vesting Certificate” shall have the meaning as set forth in Clause 28.2.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED
THIS AGREEMENT AS OF THE DAY, MONTH AND YEAR FIRST ABOVE
WRITTEN.

SIGNED, SEALED AND
DELIVERED

SIGNED, SEALED AND
DELIVERED

For and on behalf of
THE AUTHORITY OF [***] by:

For and on behalf of
CONCESSIONAIRE by:

(Signature)
(Name)
(Designation)

(Signature)
(Name)
(Designation)

In the presence of:

1.

2.

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