



AHMEDABAD JANMARG LIMITED

Ahmedabad **B**us **R**apid **T**ransit **S**ystem

**SHORT TENDER FOR RIGHTS OF ADVERTISEMENT ON ALL BRTS STATIONS FOR
AHMEDABAD JANMARG LTD (AJL), AHMEDABAD(2nd Attempt)**

May, 2025

AHMEDABAD JANMARG LIMITED

**Ground Floor, Dr. Ramanbhai Patel Bhavan,
Ahmedabad Municipal Corporation Zonal Office,
Usmanpura, Ahmedabad 380013
Phone No. – (079) 27552047/27550584**

Disclaimer

Ahmedabad Janmarg Limited (AJL) / Ahmedabad Municipal Corporation (“AMC”) (hereinafter called the “Authority”) has prepared this document solely to assist prospective bidders in making their decision of whether or not to bid. While Authority has taken due care in the preparation of information contained herein and believes it to be accurate, neither Authority or any of its authorities or agencies nor any of their respective officers, employees, agents or advisors gives any warranty or makes any representations, express or implied, as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

This information is not intended to be exhaustive and interested parties are required to make their own inquiries that it may require in order to submit this bid. The information is provided on the basis that it is non-binding on Authority, any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

Authority reserves the right not to proceed with the bidding process at any stage without assigning any reasons thereof, or to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the tender further with any party submitting a bid.

No reimbursement of cost of any type will be paid to persons or entities submitting a Bid.

Tender Notice

TENDER FOR RIGHTS OF ADVERTISEMENT ON 146 BRTS STATIONS FOR AHMEDABAD JANMARG LTD (AJL), AHMEDABAD

AJL seeks duly interested qualified Advertising Agencies for grant of Advertisement Rights for Three years at designated places on the 146 BRTS in Ahmedabad city. Interested Parties may download tender document from A.M.C. website www.ahmedabadcity.gov.in , www.advisionamc.com from 02/05/2025 and submit it online as specified by 17:00 hrs, Date: .15/05/2025

Executive Director- AJL

On line e-Tender cum e-auction Notice Detail		
Sr. No.	Detail	Information
1	Authority	Ahmedabad Janmarg Limited (AJL)
2	Online eTender cum e-Auction No.	AMCADVAJ2425BS02
3	Name of Work	RFP for the Advertisement Rights of BRT Bus Shelters across Ahmedabad City.
4	Period of License	3 Years
5	Upset Price for	Rs.1,30,00,000 (Rupees One Crore Thirty Lakh)
6	License Fee Payment Cycle	Quarterly Advance
7	Earnest Money Deposit (EMD)	Rs.5,00,000 (Rupees Five Lakh)
8	Minimum Incremental Value in the multiple of	Rs.1,00,000 (Rupees One Lakh)
9	Performance Security	Rs.20,00,000 (Rupees Twenty Lakh)
10	Pre-bid Queries	Bidders are required to send their pre-bid queries to email at contact@advisionamc.com and ajl.office@janmarg.in in PDF format on or before 09/05/2025 by 4.00 PM.
11	Last date and time for one-time Registration of Bidders	08/05/2025 18:00 HRS
12	End date of online e-Tender cum e-Auction offer submission. (For Online Submission Financial Bid with EMD)	End Date: 15/05/2025 17:00 HRS
13	Time limit and contact details to receive information of e-tender cum e-auction process and other Tender information	Up to 14 /05/2025 16:00 hrs. Vendor can contact for free training of e-tender cum e-auction process and other information related to tender details: Contact No.: +91-79-22144414 contact@advisionamc.com
14	Real-time Bidding Date and Time.	17/05/2025 11:00 AM to 11:20AM

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1 PREAMBLE

Ahmedabad Janmarg Limited (AJL) / Ahmedabad Municipal Corporation (AMC) (hereinafter called the Authority) invites price bids from interested bidders for granting rights for licenses i.e. AMCADVAJ2425BS02- All 146 BRTS stations with all relevant Ad panels.

Authority shall not be responsible for any costs or expenses incurred by the Bidders in connection with the preparation and delivery of bids, including costs and expenses related to visits to the sites. Authority reserves the rights to cancel, terminate, change or modify this procurement process and/or requirements of bidding stated in the Tender, without assigning any reason or providing any notice and without accepting any liability for the same.

The bid evaluation process is detailed in instruction to bidders in tender. Only those companies/ firms/ agencies who qualify based on the evaluation of their technical bids will be qualified for the online eAuction.

2 DEFINITIONS

“AJL” shall mean Ahmedabad Janmarg Limited, a 100% subsidiary of Ahmedabad Municipal Corporation (AMC). Also an entity incorporated as a company under The Companies Act, 1956 for the purpose of planning, establishment, implementation, management, supervision and control of the Bus Rapid Transit System (BRTS) in Ahmedabad city and its authorized successors and assigns at all times.

“AMC” shall mean Ahmedabad Municipal Corporation established in July 1950 under the Bombay Provincial Corporation Act, 1949, responsible for the civic infrastructure and administration of the city of Ahmedabad.

“Authority” means Ahmedabad Janmarg Limited (AJL) / Ahmedabad Municipal Corporation (AMC).

“Bid” or **“Detailed Bid”** or **“Tender”** shall mean the detailed bid submitted by the bidders in response to this tender including clarifications and/ or amendments, if any.

“Bid Security” shall mean the security furnished by the bidders, as part of the Detailed Bid submission.

“Firm” shall mean a single legal entity, which is a registered body, Government agency or statutory body.

“Letter of Acceptance” or **“LOA”** shall mean the letter issued by Authority to the Successful Bidder awarding the advertisement rights in conformity with the terms and conditions set forth in the tender.

“License” shall mean the grant of permission for providing advertisement rights to the Successful Bidder as per the terms and conditions mentioned herein.

“Licensee” shall mean any registered firm whose tender has been accepted by the Authority and shall include the any firm, its legal representatives, successors, executors, and permitted assignees.

“License Agreement” or **“Contract”** shall mean the Agreement to be signed between Authority and Successful Bidder upon the acceptance of the bid of the preferred bidder by the Authority. The tender conditions contained herein shall be a part of the Agreement.

“Operations Date” shall mean the License Agreement date or the date of starting of the operations by the Successful Bidder as a Licensee, whichever is earlier. On this day, all the electrification and display installation work shall be deemed to be complete and shall signify the beginning of the License Period.

“Performance Security” shall mean the Bank Guarantee of stipulated amount furnished by a Successful Bidder on its selection as a Licensee.

“Real Time Bidding” shall mean online eAuctioning process in real time where bidders shall offer prices in multiple to win the bidding.

“Successful Bidder” shall mean the qualified bidder whose Price Bid has been accepted by the Authority for granting of License for Flyovers.

“Taxes and Duties” shall mean all taxes, duties, fees etc. payable as per applicable laws in India in connection with the procurement, development, installation, operation, maintenance and management of the scope of work envisaged.

“Total Bid Value” means the value of the Successful Bidder as accepted by the Authority for ad elements.

3 INTERPRETATION

In the interpretation of this tender, unless the context otherwise requires:

- The singular of any defined term includes the plural and vice versa, and any word or expression defined in the singular has the corresponding meaning used in the plural and vice versa;
- A reference to any gender includes the other gender;
- Unless otherwise stated, a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital is a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital of this Tender.
- A reference to any agreement is a reference to that agreement and all annexes, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof;
- The terms “include” and “including” shall be deemed to be followed by the words “without limitation”, whether or not so followed;
- Any reference to a person shall include such person’s successors and permitted assignees;
- A reference to a “writing” or “written” includes printing, typing, lithography and other means of reproducing words in a visible form;
- Any date or period set forth in this Tender shall be such date or period as may be extended pursuant to the terms of this Tender ;
- A reference to “month” shall mean a calendar month, and a reference to “day” shall mean a calendar day, unless otherwise specified.
- The terms "hereof", "herein", "hereto", "hereunder" or similar expressions used in this Tender mean and refer to this Tender and not to any particular Article,
- The terms "Article", "Clause", “Paragraph” and “Schedule” mean and refer to the Article, Clause, Paragraph and Schedule of this Tender so specified;
- In case of inconsistency between the terms mentioned in the Bid Summary and detailed description, the terms of the Bid Summary shall prevail.

4 BID SUMMARY

Sr. No.	Key Information	Details
1.	Tender for	Selection of a qualified Licensee/s for grant of Licenses for Advertisement Rights on BRTS for Ahmedabad Janmarg Ltd for different clusters of all 146 Bus Shelters.
2.	Advertisement sites	Bus Station Elements: Ad Rights at specified locations on 146 Bus shelters of various types. Bidder is required to offer License Fees for Bus shelter at various BRTS routes. Highest bidder in real time bidding of bus shelters shall be preferred bidder for bus shelters licenses.
3.	License Period	License period shall be of Three (3) years commencing from the Operations Date.
4.	License Fee	<p>License fees shall be required to be quoted by the bidder for the Licenses bid by him. Payment of Licensee Fees for first year of License Period has to be made upfront within 15 days of grant of Letter of Acceptance (LoA). Licensee is not allowed to give back any/all ad elements on these licenses and the License Fees are strictly non- refundable in all cases.</p> <p>Further, the License Fees Quoted shall be exclusive of GST, but the GST at applicable rates shall be required to be reimbursed by the Licensee at the time of payment of license fees against invoice. Such GST shall be payable in addition to and over and above the License Fees fixed. The bidder will have to take this aspect into account while quoting for the License.</p> <p>Bidder has to make payment of License Fees in the form of Demand Draft / Pay Order in favor of Ahmedabad Janmarg Limited and payable at Ahmedabad.</p>
5.	Qualification Criteria	1) Bidder should be registered approved user at www.advisionamc.com website.
6.	Tender Submission Format	As mentioned in General Terms for eAuctioning and eTendering

7.	EMD / EMD	EMD is to be paid Rs.5,00,000 (Rupees Five Lakh) . It is to be paid as mentioned in General Terms for eAuctioning and eTendering.
8.	Pre-bid Queries	Bidders are required to send their queries for the pre-bid meeting to the Authority through email at contact@advisionamc.com and Janmarg.ajl@gmail.com in MS Word format only on or before 14/05/2025 by 4.00 PM.
9.	Performance Security	Performance Security amounting to 5% of Total Bid Value for each License allotted shall have to be paid within 15 days of the LoA. Such Performance Security shall be paid in the form of Bank Guarantee from a Nationalized Bank only (in the format given in Annexure 5) and shall be valid for the License Period and 60 days thereafter.
10.	Liquidated Damages	Final Plan and Design shall be placed by the Successful Bidder for approval of Authority and advertisements shall be placed only upon such approval . (i) Placing of ads before approval, or (ii) any violation from approved design or dimensions at any time during the License Period may be rectified by the Licensee within time limit stated by Authority. Any further violation shall attract damages of Rs. 5000/- (Rs. Five Thousand) per Bus Station/ corridor element and Rs. 10,000/- (Rs. Ten Thousand) per flyover per day.
11.	Damages in event of delay in vacating Advertisement Elements at the end of the License	If Licensee fails to vacate the advertisement space within seven days of termination of License or end of the License Period, Licensee shall be deemed to be an unauthorized occupant of the advertisement space and shall be liable to pay damages @ Rs. 5,000/- (Rupees five thousand only) per Corridor element and Rs. 10,000/- (Rupees ten thousand only) per day. Each shall be applied simultaneously.
12.	Electrification Works	Licensee shall be given a period of 1 month for all electrification works from date of LoA. Such electrification work shall be done by Licensee during non-operational hours of BRTS.
13.	Change of Ads	Change of advertisements and any License related work shall have to be done only in non operational hours of BRTS.
14.	Taxes	Amount quoted by the Licensee in the Price Bid shall be final and payable. No deductions on account of any taxes, cesses, charges, etc. shall be permitted.

		Further, the License Fees Quoted shall be exclusive of GST, but the GST at applicable rates shall be required to be reimbursed by the Licensee at the time of payment of license fees against invoice. Such GST shall be payable in addition to and over and above the License Fees fixed.
15.	Due Date of bids	As mentioned in the eTender Notice. The submission will be online as mentioned in General Terms for eAuctioning and eTendering.
16.	Date of Opening of Price Bids	As mentioned in the eTender Notice
17.	Signing of Agreement	Agreement shall be signed between Authority and Successful Bidder in the format given in Annexure 5 at a date as directed by Authority. Authority has the discretion to add certain additional conditions as it may deem fit for the performance of this License.

Eligibility Criteria:

Only those agencies fulfilling the criteria mentioned in the table below shall be eligible to participate in the real-time bidding. It is imperative that the agencies should upload relevant supporting proof against each of the eligibility criteria in accordance with the format provided under Annexures on www.advisionamc.com website:

S.No.	Basic Requirement	Criteria	Supporting Document(s)
EC 1	Legal Entity	The Bidder should be a registered company in India under the Companies Act, 1956 / 2013 or Partnership Act 1932 or LLP Act 2008 and subsequent amendments. The bidder must be in existence for at least 10 years in India by bid submission due date	Copy of Certificate of Incorporation / Registration /Partnership deed
			Copy of PAN Card
			Copy of GST Registration
EC 2	Turn Over	The Bidder shall have average annual turnover Rs.50 Lakh in any three consecutive financial years out of Financial years 2021-22,2022-23, 2023-24, 2024-25.	CA Certificate
EC 3	Blacklisting	The Bidder must not be debarred/ blacklisted by any central/state Government body/ PSU in India as on date of submission of Bid.	A self-certified letter signed by the Authorized Signatory of the Bidder as per Annexure 3

5 General Terms for eAuctioning and eTendering:

1. Online Registration at www.advisionamc.com is mandatory to participate in E-Tender cum eAuction. Only registered users can participate in Real Time Bidding.
2. While registering for the eAuctioning providing Mobile Number and Email ID are mandatory as all the communication shall be made to Registered Mobile Number and Registered Email ID (as username) in the form of SMS' and Emails. In case E-Tenderer will be responsible to change or update the communication Email or Mobile Number details to Advision well in advance.
3. E-Tender cum eAuctioning system is driven by set time limits for each stages and it must be followed strictly to participate in Real Time Bidding.
4. Bidder has to update payment in eWallet first so that EMD can be paid through eWallet balance. Earnest Money Deposit (EMD) have to be paid in stipulated time period to avail the participation rights to Real Time Bidding in E Wallet. From E Wallet E-Tenderer can Use the Fund for EMD. Late payments shall not grant access to the eAuctioning. Following are the payment options to update payment in E Wallet at www.advisionamc.com website.
 - A) Credit Cards or Debit Cards or Net Banking. Receipt will be mailed to Email ID of the E-Tenderer.
 - B) E Challan can be downloaded for Bank Transfers through NEFT/RTGS from preferred banks. Once payment received Receipt will be sent to Email ID of the E-Tenderer.
5. All the required documents for the Technical Bid and Financial Bid must be uploaded to the Advision AMC website in stipulated time period set for the E-Tender cum eAuction.
6. E-Tenderer will be disqualified if he/she fails to pay the EMD or upload the required documents on time. Such e-Tenders will be cancelled and will not be considered to provide rights to Real Time Bidding.
7. Online Valid E-Tenderers can participate in Real Time Bidding (eAuction)
8. Real Time Bidding (eAuction) will be finished until no bidding instance in last 5 minutes of closure time of the e-Auction end time. Bidding Initiation, Bid Crossing and Increment related information shall be provided during the time of Real Time Bidding though Email and SMS. Bidder has to enter the bid value in the multiple of minimum Increment Value or higher. Real Time Bidding will be extended by 5 minutes if Bidding Instances occur in last 05 minutes of the Bidding Expire Time. Bidding will be declared completed with no Bidding Instance in last 05 minutes of the Bid Expiration Time. All the bidding will be considered for first year and bidder has to pay 10% more for next year.
9. During the Real Time Bidding, Bidder identity will be encrypted and will not be displayed, only bidder himself/herself can see the Highest Bidding Value in his/her login dashboard.
10. Real Time Bidding (eAuction) Highest Value approval would be processed by Departmental Authorities for the sanctioning of the E-Tender.

11. Highest Bidder have to produce the required Documents for further process of granting the License.
12. With instance of No Real Time Bidding Participation, the Highest Offered Price will be considered Winner of the E-Tender cum eAuction process.
13. Highest and Second Highest Bidder shall submit the uploaded hard documents in self-attested manner with Name, Sign and Stamp to the instructed address within 7 working days of the completion of the Bidding. If Highest Bidder fails to submit the hard copies within 7 working days, he will be declared disqualified and Second Highest will be awarded the E-Tender considering he/she submit the documents in stipulated time period. The EMD of the disqualified bidder will be forfeited.
14. Departmental Highest Authorities have the final authorization for any queries or issues raised of the E-Tender cum eAuctioning.
16. Advision is not responsible for any Mobile Network relation issues due to which SMS or Email do not delivered because of the mobile or internet services. Bidder has to ensure seamless access to internet for participation in eAuctioning. Prior to bidding instance page refreshment is recommended & last minute bidding is not advisable.
17. Incomplete information uploaded by the tenderer will cause him to disqualify for eAuctioning.
18. In the instance of "Single Offer", departmental competent authorities' decision will be final.
19. Subject to Ahmedabad Jurisdiction.
20. Advision AMC is available in following business hours for helping Bidders for providing Induction Training for the usage of the eAuctioning System and related information:

ADVISION AMC
TF, 302, 303 & 304, SHYAMJI KRISHNA VARMA COMMERCIAL COMPLEX,
OPPOSITE NEW CLOTH MARKET, RAIPUR, AHMEDABAD, GUJARAT. 380 001
CONTACT: +91 79 22 14 44 14
EMAIL: CONTACT@ADVISIONAMC.COM

6 INSTRUCTION TO BIDDERS

6.1 About the License

Authority has decided to following Licenses for Advertisement Rights on BRTS for Ahmedabad Janmarg Ltd :

- AMCADVAJ2425BS02 - All 146 BRTS stations with all relevant Ad panels
Further details are mentioned in Annexure 8

6.2 Nature of License

Bidder shall specify the amount of License Fees that it proposes to pay to Authority for the above Ad License. Real Time Bidding shall decide the winner of each license. Payment of License Fees shall have to be made upfront i.e. in advance for the first year. If the Successful Bidder does not pay the amount of License fees within the time period specified, then Authority may cancel the LOA at its sole discretion and award the License to the next best bidder. Next year License Fees to be paid in increment of 10% more over first year license fees.

Freedom of handling, changing and pasting of advertisements is given to Licensee for the entire License Period (only to be done in non operational hours of BRTS). Licensee shall, at all times fulfill its obligations relating to electricity supply and cost, security of advertisements placed, repair and maintenance of any damage to the Authority's assets, maintenance and upkeep of advertisement related installations, spaces and locations and commitment to transfer the installations, spaces and locations back to the Authority in condition similar to that at the time of hand over (excepting regular wear and tear).

For Any damage and subsequence downtime caused by external functions such as infrastructure work/repair work/ obstruction to change advertisement / nature hazards / rebate of license fee can be availed .

The License shall come into force only if following conditions have been satisfied:

- 1) Performance Security has been paid.
- 2) Agreement between Authority and Licensee incorporating all the terms of this tender and documenting the grant of License has been executed within the time stated by the Authority.
- 3) License Fee for the License Period has been paid upfront within 15 days of LOA.

6.3 Due Diligence

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

6.4 Cost of Bidding

Bidder shall bear all costs associated with the preparation and submission of its Bid and Authority will in no case be held responsible or be liable for these costs, regardless of the conduct or outcome of the Bidding Process.

6.5 Contents of the tender document:

Disclaimer

1. Preamble
2. Definitions
3. Interpretation
4. Bid Summary
5. General Terms for eAuctioning and eTendering
6. Instruction to Bidders
7. Qualification Criteria
8. General Tender Conditions

Annexures

6.6 Cost of Document

The cost of the tender document shall be as mentioned in point 8 in Bid Summary payable as mentioned in General Terms for eAuctioning and eTendering.

6.7 Clarification to tender document/ Pre-bid Meeting

In the event that any Bidder requires any clarification on the tender document, such Bidders are expected to send their queries to Authority before the pre-bid meeting date in the specified format as mentioned in Bid Summary of the tender document.

Nothing in this section shall be taken to mean or read as compelling or requiring Authority to respond to any questions or to provide any clarification to a query. Authority reserves the right to not respond to questions it perceives as non-relevant which may be raised by a Bidder or not to provide clarifications if Authority in its sole discretion considers that no reply is necessary. No extension of due date for submission of bids will be granted on the basis or grounds that Authority has not responded to any question or provided any clarification to a query.

6.8 Amendment of Bidding Documents

At any time before the due date for submission of bids, Authority may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender document by amendment. Any amendments/ modifications to the tender document, which may become necessary for any reason, shall be through the issue of addendum(s) to the tender which shall set forth the said amendments/ modifications thereto. The addendum any shall be downloadable from the website www.ahmedabadcity.gov.in, www.advisionamc.com If required, in order to allow prospective bidders reasonable time in which to take the Addendum(s) into account in preparing their respective Bids, Authority

reserves the right to extend the due date for the submission of bids. However no request from the prospective Bidder(s), shall be binding on Authority for the same.

6.9 Language of Bid

Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and Authority shall be written in English language only.

6.10 Bid Currencies

All prices quoted in the Bid and all amounts payable shall be in Indian National Rupee(s) (INR) only.

6.11 Authentication of Bid

Once the Real Time Bidding announces winner of bidding, Copy of the Bid shall preferably be type written and shall be signed by a person duly authorized by the Bidder in this behalf by way of a Power of Attorney/ authorization of bidder's signatory duly executed by the Bidder in the format set forth in Annexure 4 hereto. The person signing the Bid shall initial all pages of the Bid.

6.12 Validation of interlineations of Bid

Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the Bid have authenticated the same with their respective signature alongside such interlineations, erasures or overwriting.

6.13 Qualification Bids

Only registered users at www.advisionamc.com website can participate in real time bidding, only winner of the bidding will be qualified to award the contract.

6.14 Bid Validity Period

Bids shall remain valid for a period of 180 days (one hundred and eighty) after the Bid Submission Date prescribed by Authority. Authority reserves the right to reject a Bid as non-responsive if such Bid is valid for a period less than 180 (one hundred and eighty) days and Authority shall not be liable to send an intimation of any such rejection to such Bidder.

6.15 Extension of Bid Validity Period

In exceptional circumstances, Authority may solicit the Bidder's consent for an extension of the period of Bid validity. Any such request by the Authority and the response thereto shall be made in writing and such extension of Bid validity period by the Bidder should be unconditional. A Bidder may refuse Authority's request for such extension without forfeiting the Bid Security. A Bidder accepting the request of Authority shall not be permitted to modify its Bid.

6.16 Last Date of Submission of Offer Price

The Offer must be online at www.advisionamc.com.

6.17 Extension in Date of Submission of Offer Price

If the need so arises, Authority may, in its sole discretion, extend the due date for bids submission by amending the tender documents in this behalf. In such event, all rights and obligations of Authority and Bidders previously subject to the earlier deadline will thereafter be subject to the deadline as extended.

6.18 Late Offer Prices.

System shall not accept any offer price after the end of the deadline to submit the offer price.

6.19 Documents Constituting Tender

The Tender documents comprise the following and are to be read together:

- i) This tender document, and
- ii) Other documents constituting the tender and acceptance thereof and shall deem to include any amendments, modifications to the tender document or its constituent document.

6.20 Tender Submission Format

The Bidders are required to submit the bid as mentioned in the General Terms for eTendering and eAuctioning.

6.21 Real Time Bidding Process

On the day of bid financial opening qualified bidders will start the process for Price bid opening the tender as mentioned in General Terms for eTendering and eAuctioning. Authority reserves the right to ask for further clarifications/ information from bidders regarding any part of the bid information submitted by it at any time during the bid process.

6.22 Price Bid Evaluation

Price Bids of only those bidders shall be opened who are qualified in all Qualification Criteria as mentioned in Clause 6 above and submit all information/ documents required in this tender. **The Price Bid of the qualified bidder quoting the highest amount of License shall be considered as base price for the auctioning for that particular category.**

6.23 Completeness of Bid and Rectification of Bid

Authority will examine the Bids to determine whether these are complete, whether these meet all the conditions of the tender Document and whether the documents have been properly signed and the Bids are generally in order. If there is a discrepancy between words and figures, the amount in words shall prevail.

6.24 Rejection of Bid

- a) A Bid is likely to be rejected without any further correspondence, as nonresponsive, if:-
 - i. Bid is not submitted in the manner as prescribed in the Instructions to Bidders section of this tender and is otherwise not in conformity with the terms and provisions of this tender document.
 - ii. Bid is not submitted in the bid-forms annexed in the tender document.
 - iii. EMD does not conform to the provisions set forth in this tender.

- iv. If Bidder is engaged in Fraudulent and Corrupt practices or provides false or misleading information in the tender with an intention perceived to be fraudulent
 - v. If Bidder is under a declaration of ineligibility for corrupt and fraudulent practices or blacklisted or its contract is terminated on grounds of performance default by any entity owned or undertaken by the Government of India, any State Government, Local Self Government body or any public sector undertaking, autonomous body, authority by whatever name called under the Central, the State Government or local self Government body.
- b) Failure of any one (or more) of the conditions set forth herein above shall result in rejection of Bid.
- c) In addition to the foregoing, in the event a Bidder makes an effort to influence Authority in its decisions on Bid evaluation, Bid comparison or selection of the Successful Bidder, it may result in rejection of such Bidder's Bid.

6.25 Contacting of Authority

Unless specifically requested by Authority for a clarification, no Bidder shall contact the Authority on any matter relating to its Bid, from the time of the Qualification Bid opening to the time the License Agreement is executed with the Successful Bidder/s.

6.26 Acceptance of Tender

Authority shall accept a tender which will be the best suited in terms of Qualification criteria and Price Bid of all bidders. The decision of the Authority shall be final and binding. The Authority also reserves the following rights without any kind of liability.

1. To accept or reject any tender or part of any tender or all the tenders without assigning any reason thereof.
2. Not to accept the highest tender or assign reasons for not accepting the highest tender.
3. Not to proceed ahead in the tendering process at any stage without assigning any reason thereof.

6.27 Fraudulent or corrupt Practices by the Bidder

Authority will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. Authority will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by Ahmedabad Janmarg Limited if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contract, or during execution.

- i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
- ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among

bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

6.28 EMD

Offer Price submitted online in response to the online tender terms shall be accompanied by EMD as specified in Bid Summary of this tender document.

- 1) EMD furnished by the successful bidder shall be refunded after payment of License Fees.
- 2) Without EMD payment bidder shall not be eligible to participate in Real Time Bidding.
- 3) The EMD shall be returned to the bidder –
 - i. Whose bids have not been accepted by the Authority.
 - ii. Whose bid has been accepted by the Authority, but after the receipt of Performance Security.
- 4) EMD is a non-interest bearing deposit.
- 5) It shall be valid up to 180 days from due date of tender.
- 6) EMD will not be returned in part.

EMD shall have to be forfeited by the bidder in the following situations:

- 1) Any unclear offer and/or conditional offer renders the tender unacceptable and so such bid shall be rejected.
- 2) In the event of bidder demanding transfer of advertisement rights before acceptance of offer or after acceptance of offer.
- 3) If bidder withdraws its bid after bid due date.
- 4) In case of revision and/ or modification of terms of bid or withdrawal of bid during the validity period.
- 5) If the Performance Security is not deposited within stipulated time period, and/ or cheque of Performance Security cannot be cleared.
- 6) If the Agreement is not executed at the time stated by the Authority, even though Performance Security has been paid. (In this case, both EMD and Performance Security will be forfeited and LOA will be cancelled).
- 7) In the event that the bidder, after the issue of communication of acceptance of his bid by the Authority, fails/ refuses to execute work as herein, the bidder shall be deemed to have abandoned the work/ License and such an act shall amount to and be construed as the bidder calculated and willful breach of contract, the cost and consequences of which shall be to the sole account of the bidder and in such an event the Authority shall have full right to claim damages thereof in addition to the forfeiture of the EMD deposited in terms of this bid documents.
- 8) In case of fraudulent or corrupt practices.

6.29 Discharge of EMD of successful Bidder

The EMD of successful bidder/s shall be discharged only after its furnishing the Performance Security as required. In no event shall the EMD be adjusted against the Performance Security.

6.30 Performance Security

- 1) The Licensee shall, for due and punctual performance of its obligations during the License Period, deliver to the Authority from a Nationalized Bank, an unconditional and irrevocable Bank Guarantee in the format given in Annexure 5 of this tender document.
- 2) The amount of Performance Security, validity, payment and other specifications shall be as per Bid Summary of this document.
- 3) Performance Security shall not bear any interest and Licensee shall not have any claim on the interest on Performance Security.
- 4) Provided that if the License is terminated due to any Event of Default other than the Licensee's Event of Default, the Performance Security, shall, subject to the Authority's right to receive amounts, if any, due from the Licensee under this Agreement, be duly discharged and released to the Licensee.
- 5) Performance Security shall be returned to the Licensee after it vacates all the advertisement space/ display installations at the end of the License Period or in case of early termination of contract. Any unpaid dues on account of electricity, statutory dues, liquidated damages, etc. shall be deducted from the Performance Security.

Encashment Notice

The Authority shall be entitled to encash the Performance Security fully or partially as the case may be, through a notice of 30 days ("Encashment Notice") under the following circumstances:

- i) Non Payment of any dues by the Licensee to the Authority as required to be paid under this contract including License Fees and Damages as provided.
- ii) An Event of Default not being remedied by the Licensee despite Notice as provided in this tender document.
- iii) Non removal of advertisements/ Failure to vacate the advertisement within the time given for the same by the Authority.

Fresh Performance Security

In the event of the encashment of the Performance Security by the Authority pursuant to Encashment Notice issued, the Licensee shall within 10 (ten) days of the Encashment Notice, furnish Fresh Performance Security to the Authority, failing which the Authority shall be entitled to terminate the Contract considering it as an Event of Default on part of the Licensee.

Performance Security shall be forfeited in following situations:

- 1) If the Licensee is found guilty of not following any of tender terms and conditions and does not remedy the breach within the time given by the Authority.
- 2) If the Licensee fails to pay any damages, if any, applied on him for breach of performance obligations or scope of work.
- 3) If the License Agreement is terminated in event of Licensee's Default.
- 4) If the Licensee wants to terminate the contract.

6.31 Power of Attorney for Authorization of bidder's representative

Bidder will appoint a representative to act as liaison. Authorization is required for the bidder's representative for the License in the format specified in Annexure 4 of this tender document. If required, such authorization shall be accompanied by necessary Board Resolution.

6.32 Validity Period

Bids shall remain valid for a period of 180 days (One hundred and eighty days) after the due date of bids. Authority reserves the right to reject a bid as non-responsive if it is valid for a period which is less than specified. Authority shall not be liable to send an intimation of any such rejection to such Bidder.

6.33 Extension of Period of Validity

In exceptional circumstances, Authority may solicit the Bidder's consent for an extension of the period of Bid validity. Any such request by the Authority and the response thereto shall be made in writing and such extension of Bid validity period by the Bidder should be unconditional. Bidder may refuse Authority's request for such extension without forfeiting the Bid Security. Bidder accepting the request of Authority shall not be permitted to modify its Bid.

6.34 Modification and Withdrawal of Bid

No bid may be modified or withdrawn in the interval between the date of bid submission and the expiration of the validity period.

7 QUALIFICATION CRITERIA

The following Qualification Criteria shall be used for purposes of bid evaluation.

7.1 Evaluation of Technical Bid for one time registration - Qualification Criteria

Only registered and Approved Bidders can participate in Online Bidding Process.

8 GENERAL TENDER CONDITIONS

8.1 Letter of Acceptance & Agreement

As the first step for the award of tender, Authority will issue the preferred Bidder a Letter of Acceptance. This letter will refer to the proposal and confirm its acceptance. The parties agree to enter into an agreement in due course which shall consist of the tender terms and conditions as mutually agreed between the two parties. Authority reserves the right to incorporate such terms and conditions in the Agreement in addition to those in this tender, which is deemed to be necessary by it and which do not materially affect the cost and revenues of the Licensee. The Agreement will constitute a contract shall between the Authority and the Licensee under the Indian Contracts Act, 1872.

8.2 Payment and Consideration

- 1) Bidder is required to offer upfront License fees in the format of Offer Price online as given in this tender in consideration of Authority granting exclusive advertising rights.
- 2) License Fees shall not be subject to any variation, labor condition and fluctuation in fares, taxes and any condition whatsoever.
- 3) Any delay in payment after the time stipulated for License Fee payment shall carry an interest @ 12%.
- 4) Whenever any claim arises against the Licensee for payment of sum of money out of or under the License, Authority shall be entitled to recover such sums or any other sum then due or which at any time may become due from the Licensee under this or any other Contract from Performance Security with the Authority. Should this sum be not sufficient to cover the recoverable amount, Licensee shall pay to the Authority on demand the balance remaining due.
- 5) Licensee shall have to bear all expenditure related to the License like those to be incurred for providing staff, daily consumables, electricity installation and maintenance, maintenance to fulfill all the mandatory and statutory/ requirements, etc.

8.3 Advertisement Rights

- 1) Licensee is granted the rights of display of advertisements at the places designated in Price Bid of this tender. Advertisements have to be incorporated in the design of the BRTS facility for itself /its clients against charging such fees as it may find appropriate.
- 2) All the installation/ repairing work and electrification work relating to the advertisements shall be allowed to be carried out only during the non operational hours of BRTS (from 11.00 PM to 6.00 AM only).
- 3) Ads can be displayed/ illuminated for the timings as decided by Licensee.
- 4) Licensee is required to replace any damaged element of BRTS Bus stations and Corridor with new one comprising the original specifications, original brand and as approved by the Authority. Also, the replacement of tube lights, bulbs, etc. shall also be done with original brand and specifications at its own cost.

- 5) Authority shall not be liable for any rebate in License Fees / compensation to the Licensee for non display of advertisement of any element of BRTS bus station / corridor / flyover / foot over bridge allotted to it during the repair time of that element or any other reason.
- 6) Design for advertisement spaces and size of advertisement at each designated places of BRTS bus stations is presented in Annexure-8. Final Plan and Design shall be placed by the Licensee to the Authority for approval and advertisements shall be placed only upon such approval. Any violation from stipulated design may be rectified by the Licensee immediately on being given notice by the Authority. Any violation further shall attract damages as per Bid Summary section for Liquidated Damages.
- 7) Licensee shall be completely responsible for erection, installation, maintenance and upkeep of the advertisement assets as per design and good industry practices.
- 8) For any period, Licensee shall not keep the vacant space for all the given advertisement element which also hampers the visibility of Authority. Licensee shall be liable to display any advertisement at any given point time else Authority may cancel the license and reserves right to re auction the same. In this scenario, Licensee shall not applicable for any claim for reimbursement of the advance amount.
- 9) Irrespective of anything contained in this tender document, Authority has the full right to make the Licensee remove any ad that is not found up to its expectations at any time during the License Period.
- 10) Advertisement rights granted to the Licensee is subject to the following conditions:
 - a) The content of the advertisement shall maintain standards of decency and uphold public morals. Authority shall reserve the right to prohibit any advertisement in which it finds having objectionable content.
 - b) Advertising should not adversely impact upon the safety and functioning of a road, walkway, junction, any other public passage, people and/or assets.
 - c) Advertising does not obscure or conflict with traffic signals, informational and directional signs or street signs.
 - d) Advertising is appropriate with regard to the architectural design of structure on which it is displayed.
 - e) All national/ state local level rules and norms in terms of products, themes, content and mode of display would continue to apply.
 - f) All lighting associated with any advertising device shall be directed solely on the advertising device only. Level of illumination shall not pose safety hazards. In general, the average maintained luminance shall be reduced to 0.5 candela or all together shut after 11.00 PM and sunrise by automatic timing devices.
 - g) Materials used in advertisement device shall be non-polluting, fire resistant and injury proof. Material should be removed properly at the time of vacating the advertisement site(s)
 - h) Authority does not take any responsibility for vandalism. It must be repaired strictly at the cost of the Licensee.

- i) The colours and visual graphics of the advertisement must never compete with or subdue the identity of Janmarg.
- j) All signs shall be so designed as to maintain a proportion where, as a general rule, letters should not appear to occupy more than 20% of the sign area.
- k) No Advertisement or display that is on the negative content hereunder shall be allowed to be displayed irrespective of the time of the day and scale of the advertisement. Such list is mentioned below:
 - (i) Advertisement banned by the Advertisement Council of India or by law.
 - (ii) Advertisements of goods or services which are prohibited by any law or whose advertisements prohibited by any law.
 - (iii) Advertisements of any kind of prohibited drugs, hard drinks (Alcohol) and all kind of tobacco products for smoking.
 - (iv) Advertisements containing pornographic contents and/ or an "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986.
 - (v) Advertisements containing sexual overtone and/ or nudity.
 - (vi) Advertisements glorifying exploitation of women or child.
 - (vii) Advertisements showing violence and cruelty to either human being or any kind of organism.
 - (viii) Advertisements showing racial abuse to any caste or community or propagating ethnic differences.
 - (ix) Advertisements related to Political parties or political propaganda.
 - (x) Advertisements related with lottery tickets, sweepstakes entries and slot machines.
 - (xi) Any animated, laser, moving or blinking displays.
 - (xii) Advertisements accompanied by sound.
 - (xiii) Any advertisement not found appropriate by the Authority.

8.4 Approvals

All approvals, clearances, permissions, etc. required to be taken in connection with this License shall be the sole responsibility of the Licensee. The Authority may provide assistance to the Licensee for the same.

8.5 Electricity Provision

Provision for all Elements for all licenses

1. Licensee shall have access to electricity supply with no electricity charges at the site as per the guidance and direction of the Authority.
 - a) Licensee is not allowed to dig / break / damage the existing road/ flyover structure other BRTS infrastructure. If it needs to be done under unavoidable circumstances, prior approval of the Authority

in writing should be obtained and work shall be done only as per the method suggested by Authority at no extra cost. Any damage to road / footpath / paver block in process of getting power supply needs to be restored / repaired / refurbished to its original good condition & up to the satisfaction of the Authority.

- b) Licensee shall hand over to the Authority all infrastructure in “as is, fully operational” condition at the end of the License Period without taking back the elements that it has brought for the License.
 - c) Licensee shall also check structural strength of existing structure. Authorities shall not be liable for any damaged caused by the structure by any means. It will be sole responsibility of Licensee. Authority does not give any assurances for completeness of framework or infrastructure. The bid is being offered on “as is where is basis” applicable at the time of handover of site. Licensee shall give certificate for structure safely from an approved structural engineer of Ahmedabad Municipal Corporation. Licensee shall also put a digital clock along with cladding work of Alluminium Composite Panel at Shivranjani, Memnagar and other two bridges on Narol – Naroda stretch as suggested by Authority.
2. Licensee shall, during the License Period, bear all expenses for provision and maintenance of electricity connection like initial deposit to the supplier company, electricity bills, any other charges for electricity during the installation and operations of advertisements by placing its own metering devices if required.

8.6 Surrender of License

If Licensee wants to surrender the License (i.e. terminate the License Agreement) then it will be allowed to do so after giving one months’ notice. However, Performance Security of the Licensee will stand forfeited and unused License Fee for the remaining period will not be refunded. Part surrender of License will not be accepted and termination will be considered for entire License awarded to Licensee. On termination by Authority or surrender of License by the Licensee, all advertisements will be required to be removed at the cost of Licensee within seven (7) days of issue of acceptance of surrender. This clause applies to any additional advertisement space offered and accepted, if any.

8.7 Safety of surrounding assets and people

Licensee shall provide assurance of safety of surrounding assets/ utilities/ people from its advertisement structure/ advertisement. Licensee shall be solely responsible for any kind of damage or harm to surrounding assets/ utilities/ people due to its advertisement structure/ element. Any harm to any surrounding structure/ assets/ utilities/ people because of the elements/ structure/ advertisements shall be made good by the Licensee at its own expense.

8.8 Penalty for delay in vacating the Advertisement space

If Licensee fails to vacate the advertisement space within seven (7) days of termination of License or end of the License Period, it shall be deemed to be an unauthorized occupant of the advertisement space and shall be liable to pay damages as per bid summary.

8.9 Change Management Procedure

Any change having technical or commercial implications will have to be mutually agreed upon by both the parties in advance, prior to making the change. In case of situations where the impact is not dependent on one or both parties' agreement, the revised commercials will be effective from the date of impact.

For avoidance of doubt, the parties expressly agree that:

- Change Request shall not be effective and binding unless agreed in writing and signed by both Authority and Licensee.
- The payment of any additional cost agreed under a Change Request shall be in addition to the payments agreed upon under this License.
- Upon a Change Request becoming effective, the License Period shall automatically stand adjusted by the additional time required for implementing the Change Request.

8.10 Dispute Resolution Procedure

In the event of a dispute or difference of any nature whatsoever between Licensee and Authority during the course of the License, the same shall be attempted to be resolved amicably by the two parties failing which it shall be referred to Municipal Commissioner of Ahmedabad. The decision of the Municipal Commissioner shall be final in all matters.

8.11 Event of Default and Termination

8.11.1 Event of Default

Event of Default means the Licensee Event of Default or the Authority Event of Default or both as the context may admit or require.

1. Licensee Event of Default

Any of the following events shall constitute an event of default by the Licensee (each a "Licensee Event of Default") unless such event has occurred as a result of Authority Event of Default or a Force Majeure Event;

- 1) There is repeated violation of the terms of design and advertisement placement by the licensee and the same is not remedied by the licensee despite reasonable notice
- 2) Any representation made or warranties given/ made by the Licensee under this tender/ License are false or misleading.
- 3) Licensee creates any encumbrance on the designated site, saves and except as otherwise expressly permitted under the License Contract.
- 4) Any damage to the element of BRTS/ roads/ any surrounding infrastructure is not corrected by the Licensee within 7 days of notice from the Authority.
- 5) Licensee fails to make payment of License Fee and Performance Security within 15 days of the Letter of Acceptance.
- 6) Performance Security has been encashed and appropriated by the Authority and the Licensee fails to replenish or provide fresh Performance Security within the period stipulated by it.

- 7) Licensee has failed to make any payment to Authority within the period specified by the Authority/ as mentioned in this tender.
- 8) There is unreasonable delay and default by the Licensee in payment of electricity dues or any other statutory dues which impact the authority due to such default by the licensee.
- 9) Licensee shows unsatisfactory performance or negligence of duties under the Contract.
- 10) Licensee submits to the Authority any statement which is false in material particulars and which has a material effect on Authority's right, obligations or interests.
- 11) The transfer, pursuant to law of either (a) the rights and/or obligations of the Licensee under any of the Project Agreements, or (b) all or material part of the Licensee except where such transfer in the reasonable opinion of Authority does not affect the ability of the Licensee to perform, and the Licensee has the financial and technical capability to perform, its material obligations under the Project Agreements.
- 12) A resolution is passed by the shareholders of the Licensee Company for the voluntary winding up of the Licensee Company.
- 13) Any petition for winding up of the Licensee firm/ company is admitted by a court of competent jurisdiction or the Licensee 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 property, assets and undertaking of the Licensee are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Licensee under the Contract, and provided that:
 - a) the amalgamated or reconstructed entity has the technical capability and operating experience necessary for the performance of its obligations under the Contract.
 - b) the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Licensee and has a credit worthiness at least as good as that of the Licensee as at date of LOA; and
 - c) Each of the Contracts remains in full force and effect.
- 14) Licensee suspends or abandons its operations without the prior consent of Authority, provided that the Licensee shall be deemed not to have suspended/ abandoned operation if such suspension/ abandonment was as a result of Force Majeure Event and is only for the period such Force Majeure is continuing.
- 15) Licensee repudiates the terms of License or otherwise evidences an intention not to be bound by this Tender.
- 16) Licensee is otherwise in Material Breach of the License or commits a default in complying with any other provision including those of this Tender.

2. Authority Event of Default

Following events shall constitute events of default by Authority (each an "Authority Event of Default"), unless any such Event of Default has occurred as a result of Licensee Event of Default or due to a Force Majeure Event:

- 1) Authority is in breach of tender conditions and has failed to cure such breach within 30 (thirty) days of receipt of notice in that regard from the Licensee;

- 2) Authority repudiates this License or otherwise evidences its intention not to be bound by the tender conditions.
- 3) Authority or any Governmental Agency has by an act of commission or commission created circumstances that have a Material Adverse Effect on the performance of its obligations by the Licensee and has failed to cure the same within thirty (30) days of notice thereof by the Licensee.
- 4) Any representation made or warranties given by the Authority under the License Agreement is found to be false or misleading.

8.11.2 Termination due to Event of Default and Termination Payment

a) Termination for Licensee Event of Default

- 1) Without prejudice to any other right or remedy which Authority may have in respect thereof under this Tender, upon the occurrence of a Licensee Event of Default, Authority shall, subject to the provisions of License, be entitled to terminate this License Agreement by issuing a Termination Notice of 30 days to the Licensee, provided that before issuing the Termination Notice, Authority shall by a notice in writing inform the Licensee of its intention to issue the Termination Notice (the "Preliminary Notice"). In case the underlying breach/default is not cured within a period of 7 (seven) days from the date of the Preliminary Notice (Cure Period) Authority shall be entitled, to terminate this License Agreement by issuing the Termination Notice. Provided further, that-
 - i) if the default is not cured within 7 (seven) days of the Preliminary Notice, Authority shall be entitled to encash the Performance Security with a notice to the Licensee (Encashment Notice),
 - ii) if the default is not cured within 7 (seven) days of the Encashment Notice and a fresh Performance Security is not furnished within the same period, Authority shall be entitled to issue the Termination Notice.
 - iii) Upon Termination the Authority shall be entitled for any legal remedies for compensation as may be prescribed by law.

b) Termination for Authority Events of Default

Licensee may, upon the occurrence and continuation of any of Authority Event of Default may terminate this License by issuing Termination Notice of 30 days to Authority.

8.11.3 Rights of Authority on Termination

Upon Termination of this License Agreement for any reason whatsoever, Authority shall have the power and authority to:

- 1) Retain possession and control of all assets used in advertisements in fully operational condition;
- 2) Prohibit Licensee and any person claiming through or under the Licensee from entering upon the assets /dealing with or any part thereof;
- 3) Appoint another party or Licensee that may carry of the remaining obligations of the Licensee.

8.11.4 Termination Payments

Notwithstanding anything to the contrary contained in this tender document, upon termination of the License, Licensee shall not be entitled for any Termination Payment from the Authority.

8.12 Indemnity

Licensee shall at all times, i.e. during the subsistence of Licensee and at any time thereafter, defend, indemnify and hold Authority harmless from and against all claims (including without limitation claims for breach of contract, death or injury to person or injury to property, or other tort claims), all suits, proceedings, actions, claims, demands, liabilities and damages which the Authority or Authority indemnified persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims including third party claims and expenses (including court costs) arising out of or relating to the breach by Licensee of any covenant representation or warranty or from any act or omission of the Licensee or his agents, employees or sub-Service Providers.

8.13 Force Majeure

Should either Party be prevented from performing any of its responsibilities (as detailed in this tender) by reason caused by an Act of God or any cause beyond its reasonable control including but not limited to work stoppages, fires, riots, terrorist strikes, accidents, explosions, floods, cyclones, storms wars, revolutions, acts of public enemies, blockages, embargos any laws, orders, proclamations, ordinances, demands or requirements for any government or authority or representative of any such government including restrictive trade practices or regulations strikes, shutdowns, labor disputes which are not instigated for the purpose of avoiding obligations herein failures and/or fluctuations in electric power the time for performance shall be extended until the operation or such cause has ceased, provided the party affected gives prompt notice to the other of any such factors or inability to perform, resumes performance as soon as such factors disappear or are circumvented. Under this clause, if either party is excused performance of any obligation for a continuous period of thirty (30) days, the two parties shall by mutual consultation decide about the further implementation of the License, and in event of the non agreement in this regard, the Authority reserves the right to terminate the License. However, the aforementioned reasons do not include lack of personnel and non-performance of third parties hired. Licensee shall not be entitled to any payment from the Authority in case of Force Majeure, including termination of License Agreement due to Force Majeure.

8.14 Independent Contractor

Bidder shall be deemed to be acting as an independent Licensee of Authority and shall not be deemed an agent, legal representative, joint venture or partner of Authority. Neither party is authorized to bind the other to any obligation, affirmation or commitment with respect to any other person or entity.

8.15 No Assignment

Neither party shall assign or transfer all or any of its obligations under this Arrangement including any Statement of Work to any person without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

8.16 Understanding of terms

By submitting a bid, each Bidder shall be deemed to acknowledge that it has carefully read all parts of this tender document, including all forms, schedules and annexure hereto, and has fully informed itself as to all existing conditions and limitations. Bidder shall be deemed to be aware of all actual site conditions and details given in the tender document regarding all elements.

8.17 Conflict of Interest

Bidder shall furnish an affirmative statement as to the existence of, or potential for conflict of interest on the part of the Bidder or any prospective subcontractor due to prior, current contracts, engagements, or affiliations with Authority. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Bidder to complete the requirements as given in this tender.

8.18 Authority's right to accept any proposal and to reject any proposal

Authority reserves the right to accept or reject any proposal, and to annul the bidding process and reject all proposals at any time prior to award of License, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Authority's action.

8.19 Failure to agree with the terms and conditions

Failure of the successful bidder to agree with the terms and conditions of the tender shall constitute sufficient grounds for the annulment of the award, in which event Authority may award the License to the next best value Bidder or call for new proposals.

8.20 Severability and Waiver

If any provision of this tender, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this tender or the remainder of the provisions in question which shall remain in full force and effect. The relevant parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision. No failure to exercise or enforce and no delay in exercising or enforcing on the part of either party to this tender of any right, remedy or provision of this tender shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision.

8.21 REPRESENTATIONS AND WARRANTIES, DISCLAIMER,

8.23.1 Representations and Warranties of the Licensee

Licensee represents and warrants to Authority that:

- 1) it is duly organized, validly existing and in good standing under the laws of India;

- 2) it has full power and authority to execute, deliver and perform its obligations under this tender and to carry out the transactions contemplated hereby;
- 3) it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this tender;
- 4) it has the financial standing and capacity to undertake the activities as per this License;
- 5) this tender constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- 6) it is subject to civil and commercial laws of India with respect to this and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- 7) the execution, delivery and performance of the contract will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Licensee's Memorandum and Articles of Association or with any Applicable Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- 8) there are no actions, suits, proceedings, or investigations pending or, to the Licensee's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Licensee under this License or which individually or in the aggregate may result in any Material Adverse Effect;
- 9) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may result in any material adverse effect or impairment of the Licensee's ability to perform its obligations and duties under this License;
- 10) it has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other Civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;
- 11) no representation or warranty by the Licensee contained herein or in any other document furnished by it to Authority or to any Government Agency in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and
- 12) no sums, in cash or kind, have been paid or will be paid, by or on behalf of the Licensee, to any person by way of fees, commission or otherwise for securing the License or entering into the Contract or for influencing or attempting to influence any officer or employee of Authority in connection therewith.

8.23.2 Disclaimer

- 1) Without prejudice to any express provision contained in this tender, the Licensee acknowledges that prior to the execution of the License, the Licensee has after a complete and careful examination made an independent evaluation of the specifications, site and all the information provided by Authority, and

has determined to its satisfaction the nature and extent of such difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder.

- 2) Licensee further acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in (1) above and hereby confirms that Authority shall not be liable for the same in any manner whatsoever to the Licensee.

8.23.3 Representations and Warranties of Authority

Authority represents and warrants to the Licensee that:

- 1) Authority has full power and authority to grant the License;
- 2) Authority has taken all necessary action to authorize the execution, delivery and performance of the License;
- 3) This tender constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof.

8.23.4 Governing Law and Jurisdiction

This tender shall be construed and interpreted in accordance with and governed by the laws of India and the Courts at Ahmedabad, India shall have jurisdiction over all matters arising out of or relating to this tender.

8.23.5 Survival

Termination of the License (a) shall not relieve the Licensee or Authority of any obligations hereunder which expressly or by implication survives Termination hereof, and (b) except as otherwise provided in any provision of this tender expressly limiting the liability of either party, shall not relieve either party of any obligations or liabilities for loss or damage to the other party arising out of or caused by acts or omissions of such party prior to the effectiveness of such Termination or arising out of such Termination.

8.23.6 No Partnership

Nothing contained in this tender shall be construed or interpreted as constituting a partnership between the two parties. Neither party shall have any authority to bind the other in any manner whatsoever.

8.24 Miscellaneous

8.24.1 Notices

Unless otherwise stated, notices to be given under this tender including but not limited to a notice of waiver of any term, breach of any term of this tender and notice of termination of this License, shall be in writing and shall be given by hand delivery, recognized courier, mail or facsimile transmission and delivered or transmitted to the parties at their respective addresses set forth below:

If to the Authority:

General Manager
Ahmedabad Janmarg Limited,
Dr. Ramanbhai Patel Bhavan,
West Zone AMC Office,

Usmanpura, Ahmedabad
Telephone no. _____
Fax No. 079-27561099

If to the Licensee:

_____,

Telephone no. _____
Fax No. _____

Or such address, facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered:

- 1) In the case of any communication made by letter, when delivered by hand, by recognized courier or by mail (registered, return receipt requested) at the address, and
- 2) In the case of any communication made by facsimile, when transmitted properly addressed to such facsimile number.

8.24.2 Language

All notices required to be given under the License Agreement and all communications, documentation and proceedings which are in any way relevant to the License Agreement shall be in writing in Hindi/Gujarati/English language.

8.24.3 Ownership and Protection of Property

- 1) Authority shall retain the title and ownership of any site allotted by Authority to Licensee for purposes of carrying out Licensee's obligations in relation to this Project. Such title and ownership of Authority of any such site shall not pass to Licensee.
- 2) For the purpose of this License, the Licensee shall have rights to use the site as sole Licensee and protect the asset created by it subject to and in accordance with this tender document.
- 3) At the end of License Period, Licensee is required to keep back all the elements and its related infrastructure brought by it in "as is, fully operational" condition. If any defect is found by Authority in such elements/ electricity connection, etc., it is to be made good by the Licensee within the time limit as stated by the Authority. Authority has the right to deduct from Licensee's Performance Security such amount to remedy any defect in the elements/ infrastructure left by Licensee.

FORMATS OF DOCUMENTS TO BE SUBMITTED

Annexure 1: Forwarding Letter

Dated:

To,
General Manager
Ahmedabad Janmarg Limited,
Ahmedabad.

Subject: <Name of the tender along with the advertisement category & stretch bid for>

Dear Sir,

With respect to captioned tender, we whereby submit our offer bidding for the advertisement rights at locations/ elements specified by you for which I have quoted the License Fees for the License Period mentioned in the tender. I accept that Authority has the right to accept any tender or reject any/ all tenders without giving any reason and upon rejection of tender/ tenders I shall not be entitled to any rights related to the tender.

My offer is with full understanding of the terms and conditions contained in the tender document. In additions to terms and conditions of this tender, I am not given any written or oral promises from the Authority nor have received any.

I have thoroughly read and understood all the terms and conditions of this tender and I promise to observe them at all times. I understand that notwithstanding anything contained in the tender, I do not have any ownership rights to the advertisement elements. I have signed and stamped on each and every page of this tender document and all documents submitted herein.

(Signature and Name of signatory and stamp of the bidder with date)

Annexure 2: Bidder Information

Bidder Name and Contact Details

Name of Entity:

Type of bidder : <proprietorship / partnership/ company, etc>

Address of the Registered Office:

Address of Corporate Office :

Contact person details : <name / email / phone no./ fax no.>

Name of the Authorized Representative :

Attach the following documents:

- A. Bidder's registration details and certificate <Incorporation certificate / MoA/ AoA / Partnership Deed / GST Registration / Sales Tax Registration, etc.>
- B. Last Year's ITR Copy
- C. Self-attested certificate (as per Annexure 3) mentioning that bidder has not been Black Listed by any Government body in India during last five years.
- D. Authorization given to the bidder's representative who has signed the bid by the Board of Directors/ Partners / Authorized body. In case the person who has been authorized by the Board of Directors/ Partners / Authorized body has delegated this power to the person who has signed the bid, a valid notarized Power of Attorney on Stamp Paper authorizing this act must be provided for support.
- E. Copy of the Tender Document along with all amendments signed on every page by the bidder's authorized representative.

Annexure 3: Format of Authorization of Bidder's Signatory

(To be submitted on stamp paper of Rs. 300/-; only if Signatory to the tender is not directly authorized by the Board of Directors/ Partners/ Authorized Body)

Dated:

To,

General Manager

Ahmedabad Janmarg Limited,

Ahmedabad.

Dear Sir,

REF: Your Tender Ref.:

I have been authorized by the Board of Directors/ Partners of the < **Bidder's organization** > for purposes of <tender name> through Resolution No. ____ dated _____.

In turn, I hereby authorize <**Designated Representative's Name**> to act as a representative of <**Bidder's Name**> for the following activities:

To sign the above tender, attend all meetings conducted by Ahmedabad Janmarg Limited (AJL) or other entities associated with grant of Advertisement for Ahmedabad Janmarg Limited (AJL).

To discuss, negotiate, finalize and sign any agreement and contract related to the project.

Yours Faithfully,

<**Signature and Name of appropriate authority of the bidder**>

<**Signature and Name of the designated representative of the bidder for acceptance of this Power of Attorney**>

For

<**Name of Bidder Organization**>

Note : In case of companies/ cooperatives, Board Resolution should be provided.

Annexure 4: Format for Bank Guarantee for Performance Security

(to be submitted only by successful bidder on award of contract)

To: _____ [Name of Authority]
_____ [Address of Authority]

WHEREAS _____ [Name and Address of Licensee] (Hereinafter called “the Licensee”) has undertaken, in pursuance of License No. _____ dated _____ to execute _____ [Name of Work and brief description of Works] (Hereinafter called “the License”);

AND WHEREAS it has been stipulated by you in the said License that the Licensee shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with Contract; AND WHEREAS we have agreed to give Licensee such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Licensee, up to a total of _____ [amount of Guarantee]¹ _____ [in words] such sum being payable in the types and proportions of currencies in which the License Fees is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

We further agree that no change or addition to or other modification of the terms of the License or of the Works to be performed there under or of any of the documents which may be made between you and the Licensee shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the date _____

Signature and Name of the guarantor: _____

Name of Bank: _____

Address: _____

Date: _____

¹ An amount is to be inserted by the Guarantor, representing the percentage of the Bid Value as stipulated in the Tender.

Annexure 5: Format of Agreement

Draft Agreement for.....

1. PRELIMINARY

THIS AGREEMENT is entered into on the _____ day of _____, 20____

BETWEEN

Ahmedabad Janmarg Limited (the Authority), a company incorporated under the provisions of the Companies Act, 1956, and having its registered office at Ahmedabad Municipal Corporation, Ramanbhai Patel Bhavan, Usmanpura, Ahmedabad-380013 (hereinafter referred to as "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part;

AND

_____, company/firm incorporated under the provisions of the Companies Act, 1956 in India and having its registered office at _____ (hereinafter referred to as the "Licensee" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the Other Part.

WHEREAS:

- A. Authority has been entrusted the task of implementing the Bus Rapid Transit System (BRTS) in phases in the city of Ahmedabad by the Ahmedabad Municipal Corporation.
- B. Authority has decided to give License of Advertisement Rights on Janmarg (BRTS) Bus shelters, Corridor elements and flyover elements for various stretches of BRTS.
- C. Authority had accordingly invited proposals by its tender document for Selection of a Licensee for grant of advertisement Rights in
- D. After evaluation of the bids received, Authority accepted the bid of the Licensee and issued its Letter of Acceptance No. dated (hereinafter called the "LOA") to the above referred Entity, requiring, inter alia, the execution of this Agreement.
- E. Authority has accordingly agreed to enter into this Agreement with the Licensee for the execution of his rights and responsibilities, subject to and on the terms and conditions set forth in the tender, addendum and this agreement.

NOW THEREFORE in consideration of the foregoing and the respective covenants and agreements set forth

in this Agreement and the Tender alongwith Addendum and Corrigendum, if any, the sufficiency and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

2. MEANING OF AGREEMENT

As the first step for the assignment of the License after the evaluation of Tender and determination of the preferred bidder, the Authority had issued the Licensee an LOA as referred above. This letter referred to the proposal and confirmed its acceptance. The parties agreed to enter into this Agreement that consists of the Project Terms and Conditions- as mutually agreed between the parties. This Agreement shall constitute a contract between the Authority and the Licensee under the Indian Contracts Act, 1872. The Agreement shall clearly and expressly constitute the following:

This main body of the Agreement

- a) The Tender issued by the Authority in referred above with name and style of <Name of the Tender, including any amendments, addendums or modifications thereon.
- b) The Letter of Agreement (LOA) referred above.

3. GRANT OF LICENSE

License has been granted for Advertisement Rights for the Advertisement Rights on Bus Shelters.

4. LICENSE FEES

License Fees as quoted by the Licensee in its Offer Price and winning amount of Real Time Bidding.

5. PERFORMANCE SECURITY

Performance Security is 10% of total License Fees of three years.

6. OPERATIONS DATE

The period of License shall begin from the date

7. MISCELLANEOUS

7.1 Notices

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

If to **Authority:**

General Manager
Ahmedabad Janmarg Ltd.
Ground Floor, Dr. Ramanbhai Patel Bhavan,
Usmanpura Cross Road,
Usmanpura, Ahmedabad -380013.
Telephone No. _____
Fax No. _____

If to the **Licensee:**

Telephone No. _____
Fax No. _____

Or such address, facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered:

- A. In the case of any communication made by letter, when delivered by hand, by recognized courier or by mail (registered, return receipt requested) at the address, and
- B. In the case of any communication made by facsimile, when transmitted properly addressed to such facsimile number.

7.2 Language

All notices required to be given under his Agreement and all communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing in Hindi/Gujarati/English language.

7.3 Counterparts

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

IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN. SIGNED SEALED AND DELIVERED:

SIGNED, SEALED AND DELIVERED

For and on behalf of the **Authority** by:

(Signature)

General Manager
Ahmedabad Janmarg Ltd. (JANMARG)

Ground Floor, Dr. Ramanbhai Patel Bhavan,
Usmanpura Cross Road, Usmanpura, Ahmedabad -380013.

Telephone No. _____

Fax No. _____

SIGNED, SEALED AND DELIVERED

For and on behalf of the **Licensee** by:

(Signature)

(Name)

(Designation)

(Address)

Telephone No. _____

Fax No. _____

Annexure 6: Advertisement Elements – Quantities and Dimensions

The following list shows details of the ad elements to be awarded for license as well as its indicative quantities and dimensions. For complete clarity on the same, bidders are required to visit the stretches in order to satisfy itself to the details. All numbers given in this annexure are approximate figures. Actual figures and site conditions to be verified by the bidder before submitting the bid.

The dimensions (i.e. size, area, etc.) and type of material to be used shall be as per the tender document and no change shall be permitted.

The authority does not give any assurances for completeness of framework or infrastructure erecting advertisement. Bidders have to visit the site for understanding the existing status of the framework/ infrastructure before submitting its bid. The bid is being offered on “as is where is basis “ applicable at the time of handover of site and barring any critical gaps if any, any additional requirements in infrastructure/ framework shall have to be completed by the licensee at his own cost upon approval of the Authority and without violating the design norms/ safety requirements.

No disputes regarding types, quantities, dimensions, surrounding conditions, etc. or any other detail shall be entertained after the bid has been submitted by the bidder or at any time during the License Period and License Fees paid shall not be fully or partially refunded on account of such issues.

In Section 1, there is a brief description of the License elements and total quantities and in Section 2, there are specifications relating to each bus shelter/ corridor element of each stretch.

License: AMCADVAJ2425BS02 - All 146 BRTS stations with all relevant Ad panels

Section 1: Elements included in the License:

Sr. No.	Bus Shelter Element	Items and Locations (total of quantities are approximate nos.)	Size
1	Bus Shelter Glass Sliding Door	<p>The ad has to be located from inside of the door & ad panel should be one sided Perforated Vinyl sticker.</p> <ul style="list-style-type: none">• Sliding doors ranging from 1 to 4 at each bus station or 1 to 6 for few stations.• Each door location contains 2 glass door panels.	Please refer Section 2 in this Annexure

		<ul style="list-style-type: none"> The ad should not block the transparency from inside to outside 	
2	Bus Shelter Entry Door	2 entry doors Advertisement to be located on outside of the door panel.	Please refer Section 2 in this Annexure
3	Bus Shelter Exit Door	2 exit doors. Advertisement to be located on outside of the door panel.	Please refer Section 2 in this Annexure
4	Wall mounted Advertisements (At Bus Stops)	2 Types of Wall mounted Panels: External & Internal.	Please refer Section 2 in this Annexure
5	Strip Panels (Inside the Bus Shelters, excluding the panel exact opposite to Sliding Doors)	There are 8 types of strip panels. Each bus stop design has combination of different panel sizes.	Please refer Section 2 in this Annexure
6	Strip Panels (on the Outside of Bus Shelters)	There are 13 types of strip panels. Each bus stop design has combination of different panel sizes.	Please refer Section 2 in this Annexure

Section 2 : Detailed Quantities and Dimensions for Bus Shelters Elements

BUS SHELTER-WISE ELEMENTS

Number of elements in Regular Bus Shelters in both stretches:

Sr. No.	Name of the Ad Element	Panel Size (in mm)	Area (in Sq. m)
1	Bus Shelter Glass Sliding Door (Perforated vinyl stickers)	1850 X 650	1.2
2	Entry Door Bus Shelter	1910 X 849	1.6
3	Exit Door Bus Shelter	1910 X 714	1.4
4	Wall mounted signages on Bus Shelter	2100 X 2100	4.4
5	Strip Panels (Inside the Bus Shelters, excluding the panel exact opposite to Sliding Doors)	450 X 3000	1.4

6	Strip Panels (on the Outside of Bus Shelters)	450 X 3000	1.4
		450 X 2840	1.3
		450 X 2460	1.1

Section 3: Elements at M J Library

Sr. No.	Name of the Ad Element	Panel Size (in mm)	Area (in Sq. m)
1	Wall Mounted Signage 1	10973 X 1829	20.07
2	Wall Mounted Signage 2	10973 X 1829	20.07
3	Wall Mounted Signage 3	5486 X 2743	15.05
4	Wall Mounted Signage 4	3658 X 1829	6.69
5	Wall Mounted Signage 5	3658 X 3658	13.38
6	Wall Mounted Signage 6	10973 X 1829	20.07
7	Wall Mounted Signage 7	2743 X 8230	22.57
8	Wall Mounted Signage 8	1829 X 3658	6.69
9	Wall Mounted Signage 9	1829 X 3658	6.69
10	Wall Mounted Signage 10	2438 X 1219	2.97
11	Wall Mounted Signage 11	3658 X 1829	6.69

Section 3: Elements at Soni ni Chali

Sr. No.	Name of the Ad Element	Panel Size (in mm)	Area (in Sq. m)
1	Wall Mounted Signage 1	2200 X 2200	4.84
2	Wall Mounted Signage 2	3800 X 3800	14.44
3	Wall Mounted Signage 3	1700 X 1100	1.87
4	Wall Mounted Signage 4	1600 X 2400	3.84
5	Wall Mounted Signage 5	1500 X 2200	3.3
6	Wall Mounted Signage 6	1600 X 2200	3.52

Section 4: Elements at Maninagar Foot Over Bridge

Sr. No.	Name of the Ad Element	Panel Size (in mm)	Area (in Sq. m)
1	Wall Mounted Signage 1	8000 X 20000	160
2	Wall Mounted Signage 2	12000 X 12000	144

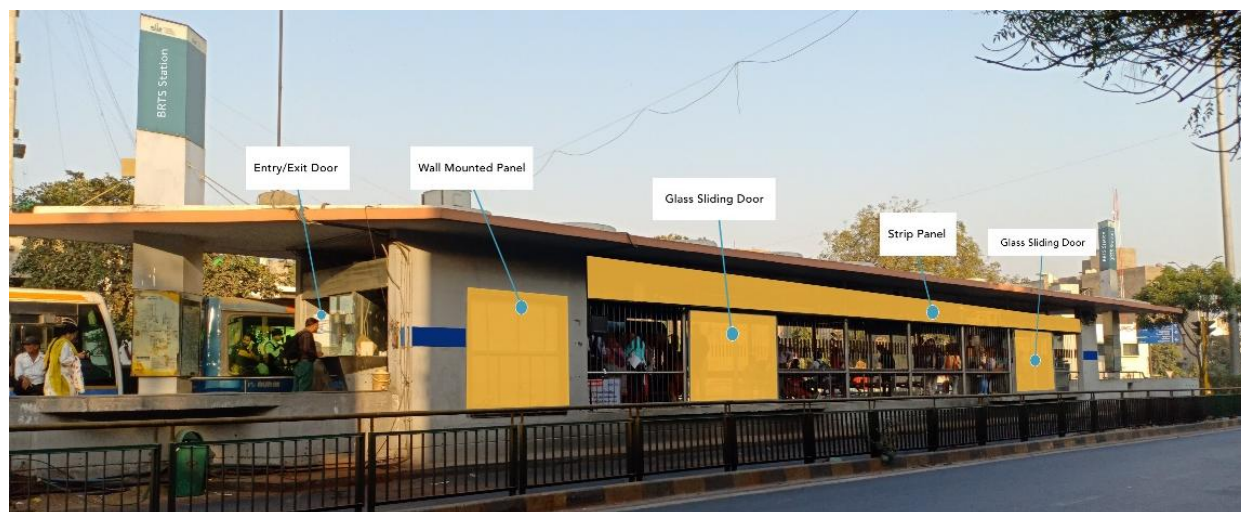
These are the proposed site for add element. Licensee has to approve before installation of add this ad panel.

NOTE:

- 1) Please note that the Ad strips reserved for BRTS Signage inside Bus Shelters opposite to the Sliding Doors should not be used for advertisement.
- 2) Only one sided perforated Vinyl sticker to be pasted on the internal side of the glass sliding door. Licensee is responsible to ensure the necessary visibility and transparency of the advertisement on glass sliding door as it directly affects the security and safety of Passengers. Licensee shall be responsible for any
- 3) Advertisement space is on the outside of the door panel (i.e. One side) of the Entry & Exit Doors.
- 4) By submitting a bid, bidder agrees that the actual numbers and specifications on site have been verified by it and all related aspects have been taken into consideration for filling of prices.
- 5) Bidders are required to inspect every bus station / corridor element that they are bidding for, as there may be minor individual differences in terms of space, size, frontage, view, location and availability of some spaces. The bidder shall have to fully satisfy himself as to the opportunity through the site visit. No disputes regarding the same would be entertained upon bidding.
- 6) There may be a variation of upto 10% in the total number of quantities given for each of the advertisement elements.

Annexure 7- Reference Designs

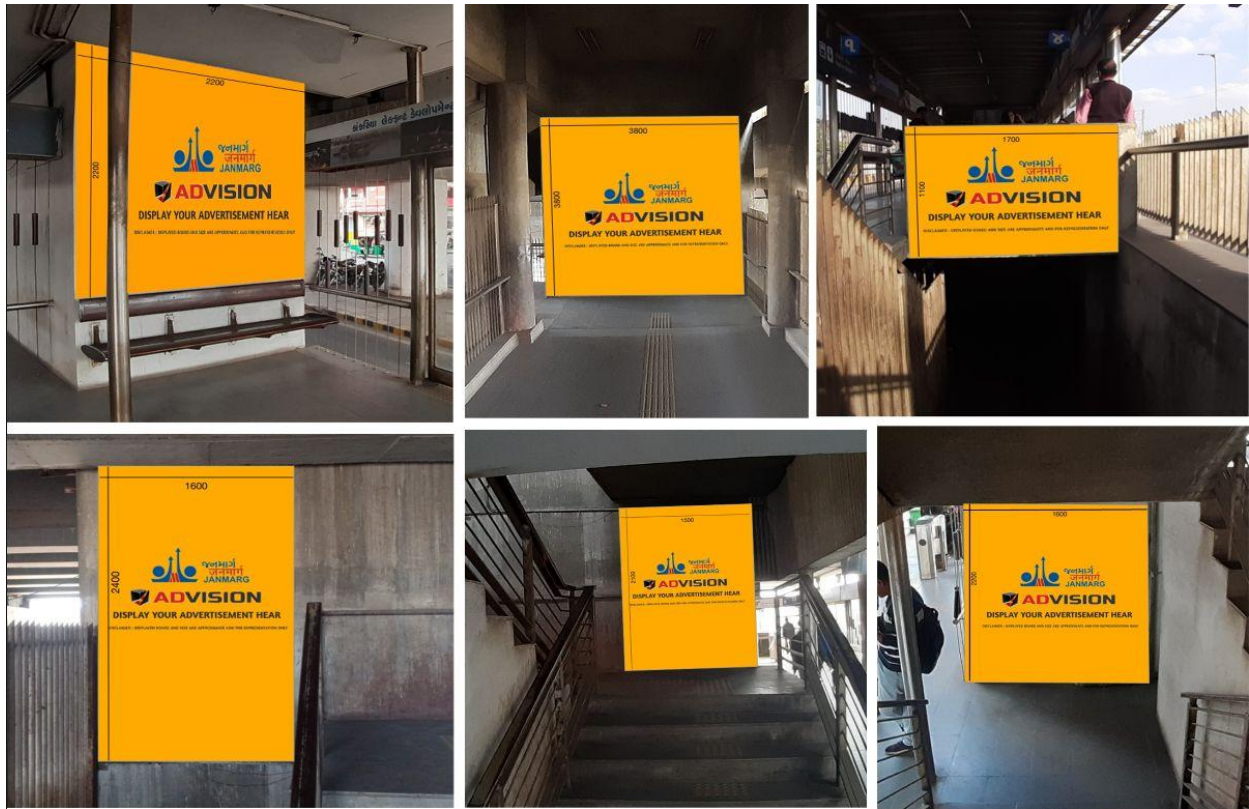
Ad Elements on Bus Shelters



Ad Elements on M J Library



Ad Elements on Soni ni Chali



Ad Elements on Maninagar Foot Over Bridge:



Annexure 8 – List of the Bus Shelters

Sr	Station Name	Lat Long
1	Ranip Cross Road	72.575648 23.067603
2	Bhavsar Hostel	72.568599 23.067575
3	Akhbarnagar	72.563763 23.067515
4	Pragatinagar	72.556035 23.064584
5	Shastrinagar	72.552973 23.062166
6	Jaimangal	72.549326 23.057561
7	Sola Cross Road	72.546818 23.052638
8	Shree Valinath Chowk	72.545003 23.049123
9	Memnagar	72.542414 23.045498
10	University	72.538542 23.039652
11	Andhjan Mandal	72.536006 23.034618
12	Himmatlal Park	72.532415 23.029749
13	Shivranjani	72.531305 23.02433
14	Jhansi Ki Rani	72.536349 23.023044
15	Nehrunagar	72.541715 23.022555
16	Manekbaug	72.544056 23.018266
17	Dharnidhar Derasar	72.549301 23.008206
18	Anjali	72.55392 23.003687
19	Chandranagar	72.558125 22.999757
20	Khodiyarnagar	72.570477 22.995685
21	Danilimda Char Rasta	72.577655 22.996683
22	Vaikunth Dham Mandir	72.582908 22.999847
23	Swaminarayan College	72.587096 23.001436
24	Kankariya Telephone Exchange	72.59286 23.002433
25	Kankariya Lake Shukla Dada Chowk	72.598894 23.003216
26	Rambaug	72.600643 22.99988
27	Maninagar Char Rasta	72.606448 22.9972
28	Maninagar Railway Station	72.611434 22.997728
29	Swaminarayan Mandir	72.611714 22.994894
30	Jawahar Chowk	72.605065 22.99519
31	Bhairavnath Road	72.599093 22.995513
32	Mira Cinema Char Rasta	72.593239 22.999069
33	Danilimda Road	72.579164 22.99606
34	Chhipa Society	72.581669 22.991536
35	Chandola Lake	72.582622 22.986434
36	Chandola BRTS Workshop	72.58572 22.982124

37	Kashiram Textiles	72.586806 22.976786
38	Narol	72.589558 22.973039
39	Mukesh Industries	72.59528 22.974019
40	Isanpur	72.602367 22.976238
41	Ghodasar	72.610163 22.978537
42	Jashodanagar Char Rasta	72.623936 22.983865
43	Express Highway Junction	72.627611 22.987307
44	CTM Cross Road	72.631727 22.991333
45	Purvdeep Society	72.634192 22.996121
46	Jogeshwari Society	72.635611 23.000439
47	Rabari Colony	72.636891 23.004314
48	Ram Rajya Nagar	72.638116 23.007985
49	Rameshwar Park	72.638514 23.013526
50	Geeta Gauri Cinema	72.638447 23.017353
51	Soni ni Chali	72.638428 23.020567
52	Viratnagar	72.638806 23.027507
53	Bapu Nagar Approach	72.639272 23.032554
54	Lilanagar	72.640046 23.036936
55	Thakkar Nagar Approach	72.64056 23.041144
56	Hirawadi	72.640999 23.045583
57	Vijay Park	72.64185 23.05132
58	Krishna nagar	72.642473 23.054899
59	Dhanush Dhari Mandir	72.642947 23.059741
60	Naroda S. T. Workshop	72.64297 23.064185
61	N R Patel Park	72.571726 23.066288
62	Ramapir No Tekaro	72.571743 23.06164
63	Juna Vadaj	72.57171 23.05676
64	Gurudwara	72.582406 23.048522
65	Hanumanpura	72.583773 23.044912
66	Sarkari Litho Press	72.585218 23.041696
67	Jodhpur Char Rasta	72.527423 23.025194
68	Star Bazaar	72.524173 23.026189
69	ISRO	72.517715 23.027736
70	Ramdevnagar	72.512849 23.027534
71	ISKCON Cross Road	72.508539 23.027171
72	Grid Station	72.64358 23.021278
73	Odhav Fire Station	72.650754 23.02234
74	Vallabh Nagar	72.654811 23.022921
75	Chhotalal ni Chali	72.65873 23.023488
76	Morlidhar Society	72.662339 23.024003

77	Odhav Talav	72.665309 23.024458
78	SP Ring Road Approach	72.67143 23.024866
79	Soni ni Chali B	72.638276 23.020581
80	Ajit Mill Char Rasta	72.633286 23.020036
81	Parasnagar	72.543284 23.055508
82	Parshwanath Jain Mandir	72.539256 23.057609
83	Bhuyangdev	72.535569 23.060509
84	Sattadhar Char Rasta	72.532825 23.062888
85	Sola Bridge	72.5298 23.064845
86	Science City Approach	72.523023 23.070017
87	Sabarmati Power House	72.592581 23.073943
88	Rathi Apartment	72.595044 23.078547
89	Sabarmati Municipal Swimming pool	72.593382 23.081482
90	Sabarmati Police Station	72.591903 23.086039
91	Motera Cross Road	72.590147 23.091929
92	Visat -Gandhinagar Junction	72.5886 23.097363
93	Lokamanya Tilak Bag	72.580385 23.021987
94	Raikhad Char Rasta	72.582707 23.021595
95	Municipal Corporation Office	72.586204 23.01968
96	Astodiya Chakala	72.588618 23.018629
97	Astodiya Darwaja	72.592186 23.016849
98	Raipur Darwaja	72.596045 23.017445
99	Karnamukteshwar Mahadev	72.598923 23.01901
100	Sarangpur Darwaja	72.599116 23.021721
101	ISKCON Mandir	72.505104 23.027488
102	Antariksh Colony	72.501004 23.027782
103	Jayantilal Park	72.49103 23.028441
104	Swagat Bungalow	72.485865 23.027914
105	Ambli Gam	72.482186 23.026489
106	Bopal Approach	72.477894 23.025875
107	ONGC Avani Bhavan	72.586668 23.103505
108	Jantanagar	72.585187 23.108237
109	Shiv Shaktinagar	72.58397 23.112127
110	Chandkheda Gam	72.582674 23.116479
111	Soma Textiles	72.628939 23.020105
112	L Colony	72.542824 23.02357
113	Panjrappole Char Rasta	72.54411 23.026409
114	Gulbai Tekra Approach	72.547166 23.029531
115	LD Engg. College	72.548809 23.034959
116	Municipal North Zone Office	72.633123 23.055643

117	Memco Cross Road	72.629608 23.05335
118	Naroda Fruit Market	72.625576 23.050745
119	Ashok Mill	72.619151 23.04656
120	Jeening Press	72.616002 23.044309
121	Arvind Mill	72.612551 23.041798
122	G.C.S. Hospital	72.609065 23.039243
123	Sarathi Bungalows	72.582758 23.122917
124	DCIS Circle	72.584466 23.129198
125	Geeta Mandir	72.59143 23.012996
126	Bhulabhai Park	72.591111 23.006627
127	Mangal Park	72.589889 23.003467
128	Saijpur Towers	72.639847 23.061302
129	Bhavya Park	72.472489 23.03102
130	Ghuma Gam	72.448416 23.031022
131	Prem Darwaja	72.594861 23.037267
132	Kalupur Ghee Bazar	72.59989 23.031391
133	M J Library	72.570259 23.023724
134	Law Garden	72.559058 23.023972
135	Samarpan Bungalows	72.476288 23.029066
136	Patel Mills	72.612932 23.021948
137	Rakhiyal Char Rasta	72.619082 23.02218
138	Narayana Hospital	72.62319 23.021479
139	Sterling City	72.469126 23.032377
140	Bopal Gam	72.464154 23.03407
141	Little Wings	72.459579 23.032116
142	Delhi Darwaja	72.589897 23.037656
143	Ashok Vatika	72.495704 23.027965
144	Shukan Mall	72.516118 23.072279
145	Galaxy Signature	72.506412 23.076982
146	R.K. Royal	71.511234 23.074644

1. Commercial Banks :-

1. A U Small Finance Bank
2. Axis Bank
3. Bandhan Bank
4. City Union Bank
5. CSB Bank
6. DBS Bank India Limited
7. DCB Bank
8. Equitas Small Finance Bank
9. Federal Bank
10. HDFC Bank
11. HSBC Bank
12. ICICI Bank
13. IDBI Bank
14. IDFC First Bank
15. IndusInd Bank
16. Jana Small Finance Bank
17. Karnataka Bank
18. Karur Vysya Bank
19. Kotak Mahindra Bank
20. South Indian Bank
21. Tamilnadu Mercantile Bank
22. Utkarsh Small Finance Bank

2. Co-operative and Rural Banks Of Gujarat :-

1. The Ahmedabad Mercantile Co-operative Bank Limited
2. Kalupur Commerical Co-operative Bank Limited
3. Nutan nagrik Sahakari Bank Limited
4. Rajkot Nagarik Sahakari Bank Limited
5. Saraswat Co-operative Bank
6. SVC Co-operative Bank
7. The Cosmos co-opretive Bank
8. Baroda Gujarat Gramin Bank
9. Saurashtra Gramin Bank
10. The Gujarat State Co-Operative Bank
11. The Mehsana Urban Co-operative Bank Limited
12. The Surat District Co-operative Bank
13. The Surat Peoples Co-operative Bank

