

UJJAIN SMART CITY LIMITED, UJJAIN



REQUEST FOR PROPOSAL

for

Selection of Agency for VMS Operation & Maintenance (40 Units) with
Advertisement Rights of Ad Slots at Ujjain on Annual License Fee Basis
3rd Call

NIT No. USCL/421

TENDER ID: 2026_UAD_496789_1

Date: 02 April 2026

Disclaimer

UJJAIN SMART CITY LIMITED (USCL) (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.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal. No reimbursement of cost of any type will be paid to persons or entities submitting a Bid.

NOTICE INVITING TENDER

NIT No: USCL/421

Date: 02 April 2026

Ujjain Smart City Limited invites proposal from reputed organization for Selection of Agency for “VMS Operation & Maintenance (40 Units) with Advertisement Rights of Ad Slots at Ujjain on Annual License Fee Basis – 3rd Call”. Interested firms may submit their proposals on e-procurement portal i.e. www.mptenders.gov.in as per below mentioned details:

1	Name of Work	VMS Operation & Maintenance (40 Units) with Advertisement Rights of Ad Slots at Ujjain on Annual License Fee Basis– 3 rd Call
2	Tender document Fee	₹ 15,000 /- non-refundable (through Online e-Tendering Payment Gateway only)
3	Earnest Money Deposit / Bid Security	Rs. 2,21,000.00 (Rupees Two Lakh Twenty-one Thousand only) (through online only)
4	Last date to send in requests for clarifications on the Tender	Pre-Bid Queries shall be sent to ujjainsmartcity@mpurban.gov.in as per format attached in this RFP before the pre-bid meeting date.
5	Time, Date and Venue for Pre-Bid Conference	03:00 PM, 09 April 2026 Ujjain Smart City Limited Simhastha Mela Office, Kothi Road, Ujjain (M.P.)
6	Last date for Purchase of Tender	23 April 2026 upto 05:00 PM
7	Bid (Technical and Financial) Submission End Date (Online)	23 April 2026 upto 05:00 PM
8	Technical Bid Submission End Date (Physical)	Not applicable.
9	Technical bids opening time, date and Venue	24 April 2026 after 05:00 PM Ujjain Smart City Limited Simhastha Mela, Office, Kothi Road, Ujjain (M.P.)
10	Opening of Financial bid	To be notified
11	Selection Criteria	Bidder quoting highest Annual License Fee

Executive Director
Ujjain Smart City Limited

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GLOSSARY

Agency	As defined in Clause 1.2
Agreement	As defined in Schedule-2
Applicable Laws	As defined in Schedule-2
Applicant / Bidder	As defined in Clause 2.11
Associate	As defined in Clause 2.33
Authorised Representative	As defined in Clause 2.132
Authority	As defined in Clause
Bid Security	As defined in Clause 2.20
Conditions of Eligibility	As defined in Clause 2.21
Conflict of Interest	As defined in Clause 2.31
CV	Curriculum Vitae
Documents	As defined in Clause 2.9
Effective Date	As defined in Clause 9.1 of Schedule-2
Financial Proposal	As defined in Clause 2.15
Form of Agreement	Form of Agreement as in Schedule-2
Indemnified Party	As defined in Clause 7.53
Indemnified Persons	As defined in Clause 7.51
Indemnifying Party	As defined in Clause 7.53
INR, Re, Rs.	Indian Rupee(s)
LOA	Letter of Award/Acceptance
Minor civil works and Refurbishment	As defined in Clause 0
Official Website	As defined in Clause 0
Personnel	As defined in Clause 8.11 (j) of Schedule-2
Prohibited Practices	As defined in Section 4 of RFP
Project found.	As defined in Clause Error! Reference source not found.
Proposal	As defined in Clause 1.2
Proposal Due Date or PDD	As defined in Clauses 1.5
RFP	As defined in Disclaimer
Selected Applicant	As defined in Clause 1.6
Selection Process	As defined in Clause 1.6
Services	As defined in Clause 8.11 (l) of Schedule-2
Statutory Auditor	An Auditor appointed under Applicable Laws
Technical Proposal	As defined in Clause 2.14
TOR found.	As defined in Clause Error! Reference source not found.

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

1. INTRODUCTION

1.1 Background of Project and Objectives

Ujjain Smart City Limited (USCL), a Special Purpose Vehicle (SPV) incorporated under the Smart Cities Mission of the Government of India, in association with the Ujjain Municipal Corporation (UMC), has undertaken several ICT and public infrastructure initiatives to enhance city management, citizen communication, and visitor experience.

As part of this initiative, **40** Variable Message Signs (VMS) with a total display area of approximately **2016 sqft** have been installed at key and strategic traffic junctions, public congregation areas, and approach corridors across Ujjain City. Currently these are being operated and managed by *Technosys Integrated Solutions Private Limited (TISPL)*, These digital signboards serve as dynamic communication platforms for real-time public information dissemination, including traffic alerts, emergency messages, civic updates, and citizen awareness campaigns.

To ensure the sustainable operation, upkeep, and optimal utilization of these VMS assets, USCL now intends to grant “Exclusive Outdoor Advertisement Rights” to a qualified agency for a period of **five (05) years** (extendable by USCL on yearly basis subject to satisfactory performance of the agency). The selected agency will be responsible for:

- Operating and maintaining all existing VMS units and associated control infrastructure,
- Displaying authorized government and public service content as directed by USCL and traffic authorities, and
- Utilizing the permitted portion of screen time for commercial advertisements to generate revenue.

In consideration of these rights, the selected agency shall pay a license fee to USCL as per the terms specified in this RFP. The objective of this project is to create a self-sustaining model that ensures continuous operation and maintenance of the city’s digital information system while generating non-tax municipal revenue through responsible outdoor advertising in compliance with the Madhya Pradesh State Outdoor Media Policy and the UMC Media Regulations.

1.2 Request for Proposal

The Authority (USCL) invites proposals from reputed Advertising Management agencies for the comprehensive Operation & Content Management, Maintenance & Upkeep, and Commercial & Financial Management of VMS at 40 locations in Ujjain.

The proposals are invited for VMS Operation & Maintenance (40 Units) with Advertisement Rights of Ad Slots at Ujjain on Annual License Fee Basis.

1.3 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority, and attending a Pre-Proposal Conference on the date and time specified in Clause 1.9

1.4 Sale of RFP Document

RFP document can be downloaded from the website of <https://mptenders.gov.in/>. However, the bids of only those Applicants shall be considered for evaluation that have made online payment of required fee for the RFP document plus service & gateway charges, without the copy of acknowledgement of payment bids will not be accepted. The Fee, as prescribed in "Notice Inviting Tender" (NIT), is to be paid by the bidder by making online payment only against this RFP.

1.5 Validity of the Proposal

The Proposal shall be valid for a period of not less than 120 days from the Proposal Due Date (the "PDD").

1.6 Brief description of the Selection Process

The Authority has adopted a **one-stage-two-envelope** selection process (collectively the "**Selection Process**") for evaluating the Proposals comprising of technical bids and financial bids to be submitted by the Applicant. For avoidance of doubt, both the Technical Proposal and the Financial Proposal shall be submitted only in soft copy online through e-procurement portal. In the first stage, a technical evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in Clause 3.2. The applicants who qualify the basic eligibility and the technical evaluation criteria shall only be considered for opening of financial bid. In the second stage, a financial evaluation will be carried out as specified in Clause 3.3. Proposals will be ranked according to the **highest "Annual License Fee"**, excluding GST, offered by the applicant to the authority as specified in Clause 3.4. The first ranked Applicant (the "Selected Applicant") shall be called for negotiation, if necessary, while the second ranked Applicant will be kept in reserve.

1.7 Schedule of Selection Process: As per brief NIT.

The Authority would endeavour to adhere to the stated schedule as per brief NIT.

1.8 Pre-Proposal visit to the Site and inspection of data

Prospective Applicant Agency must visit the site and review the available data at any time prior to PDD. For this purpose, they will provide at least two days' notice to the nodal officer specified in Clause 0

1.9 Pre-Proposal Conference

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

Date and Time: As mentioned in Clause 1.7

Venue: As mentioned in Clause 0

All communications including the submission of Proposal should be addressed to:

**Chief Executive Officer,
Ujjain Smart City Limited
Mela Office, Kothi Road, Ujjain,
Pin 456010, Madhya Pradesh, India**

Phone: 0734-2525856

Email: ujjainmartcity@mpurban.gov.in

The **Official Website** of the Authority is:

<https://mptenders.gov.in> ; <http://ujjainmartcity.com/>

All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

RFP Notice No. (as per brief NIT) for Selection of Agency for VMS Operation & Maintenance (40 Units) with Advertisement Rights of Ad Slots at Ujjain on Annual License Fee Basis – 3rd Call

2. INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1 Scope of Proposal

1. Detailed description of the objectives, scope of services and other requirements relating to this Assignment are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for providing the services, it may participate in the Selection Process individually or as consortium / joint venture / association in response to this invitation. The term applicant (the “**Applicant**”) means the Sole Firm or consortium / joint venture / association represented by the Lead Firm. The way the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
2. Applicants are advised that the selection of Agency shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority’s decisions are without any right of appeal whatsoever.
3. The Applicant shall submit its Proposal in the form and manner specified in the Schedule-4 of this RFP. The Technical proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Applicant shall be required to enter into an agreement with the Authority in the form specified at Schedule-4.

2.2 Conditions of Eligibility of Applicants

1. Applicants must read carefully the minimum conditions of eligibility (the “**Conditions of Eligibility**”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for technical evaluation.
2. To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following:
3. The Bid Document can be purchased only online as per brief NIT Other key dates may be seen in bid data sheet.
4. Amendments to NIT, if any, would be published on website only, and not in newspaper
5. The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total turnover during each of the 3 (three) financial years ending on **31st March 2025**. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.

6. The Bidder shall be a Company incorporated under the Companies Act, LLP, Partnership Firm, or Proprietorship Firm; registered under applicable laws in India and operational for at least last five (5) years.
7. The Applicant should submit a Power of Attorney of authorized representative as per the format at Form-4 of Appendix-I.
8. Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
9. An Applicant should have, during the last 3 (three) financial years ending on 31 march 2025, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or blacklisted.
10. While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format, without changing the content of the forms, making due provision for incorporation of the requested information.

2.3 Conflict of Interest

1. An Applicant shall not have a conflict of interest that may affect the Selection Process (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
2. The Authority requires that the Agency provides professional, objective, and impartial service and at all times hold the Authority’s interest paramount, avoid conflict with other assignments or its own interest, and act without any consideration for future work. The Agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.
3. Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-3. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
 - a) the Applicant or its Associate (or any constituent thereof) (the “**Member**”) and any other Applicant or its Associate (or any constituent thereof) have common

controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its Member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

- b) a constituent of such Applicant is also a constituent of another Applicant; or
- c) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
- d) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- e) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant; or
- f) there is a conflict among this and other service assignments of the Applicant (including its personnel and Sub-agencies) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Agency will depend on the circumstances of each case. While providing services to the Authority for this particular assignment, the Agency shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- g) a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing services for the same project save and except as provided in Clause 4; conversely, a firm

hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or

- h) the Applicant, its Member or Associate (or any constituent thereof), and the bidder, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.

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

4. An Applicant eventually appointed to provide Consultancy for this Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Agency shall include a partner in the Agency’s firm or a person who holds more than 5% (five per cent) of the subscribed and paid-up share capital of the Agency, as the case may be, and any Associate there of.

2.4 Number of Proposals

Each Bidder shall submit only one (1) Proposal, in response to this ‘RFP’. Any Bidder, who submits more than one Proposal, will be disqualified.

2.5 Cost of Proposal

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

2.6 Site visit and verification of information

Applicants are strictly advised to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, pedestrian and vehicular movement, location, surroundings, climate, access to the site, availability of data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them.

2.7 Acknowledgement by Applicant

1. It shall be deemed that by submitting the Proposal, the Applicant has:
 - (a) made a complete and careful examination of the RFP;
 - (b) received all relevant information requested from the Authority;
 - (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.6 above;
 - (d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
 - (e) acknowledged that it does not have a Conflict of Interest; and
 - (f) agreed to be bound by the undertaking provided by it under and in terms hereof.
2. The Authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

2.8 Right to reject any or all Proposals

1. Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time (before entering into an agreement) without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2. Without prejudice to the generality of Clause 1, the Authority reserves the right to reject any Proposal if:
 - (a) at any time, a material misrepresentation is made or discovered, or
 - (b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant.

B. DOCUMENTS

2.9 Contents of the RFP

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.11:

Request for Proposal

- 1 Introduction
- 2 Instructions to Applicants
- 3 Criteria for Evaluation
- 4 Fraud and Corrupt Practices
- 5 Pre-Proposal Conference
- 6 Miscellaneous

Schedules

- 7 Schedule 1 – Terms of Reference
- 8- 17 Schedule 2 – Form of Agreement (Contract for Agency’s Services)
 - Annex-1: Terms of Reference
 - Annex-2: Payment to the Authority
 - Annex-3: Payment Schedule
 - Annex-4: Bank Guarantee for Performance Security
- 18 Schedule 3 - Guidance Note on Conflict of Interest
- 19 Schedule 4 - Appendices
 - Appendix-I: Technical Proposal
 - Form 1: Letter of Proposal

Form 2: Particulars of the Applicant

Form 3: Statement of Legal Capacity

Form 4: Power of Attorney

Form 5: Financial Capacity of the Applicant

Form 6: Abstract of Eligible Assignments of the Applicant

Form 7: Eligible Assignments of Applicant

Appendix – II: Financial Proposal

Form 1: Covering Letter

Form 2: Financial Proposal

20 Schedule 5 – Site Plan/Project Details

2.10 Clarifications

1. Applicants requiring any clarification on the RFP may send their queries to the Authority in writing by speed post/ courier/ special messenger or by e-mail so as to reach before the date mentioned in the Schedule of Selection Process at Clause 1.7 The envelopes shall clearly bear the following identification:

2. ***"Queries concerning RFP for "Selection of Agency for VMS Operation & Maintenance (40 Units) with Advertisement Rights of Ad Slots at Ujjain on Annual License Fee Basis– 3rd Call"***

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

3. The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging the Authority to respond to any question or to provide any clarification and under such conditions the provision under RFP shall prevail.

2.11 Amendment of RFP

1. At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Corrigendum / Amendment and posting it on the Official Website.

2. All such amendments/corrigendum/addendums will be posted on the Official Website and will be binding on all Applicants.

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

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.12 Language

The Proposal with all accompanying documents (the “Documents”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.13 Format and signing of Proposal

1. The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects. The technical proposals and the financial proposal will only be submitted online. No physical copy shall be submitted.
2. The Proposal shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall initial each page. In case of printed and published Documents also each pages shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the authorised representative (the “Authorised Representative”) as detailed below:
 - a) by a partner, in case of a partnership firm and/or a limited liability partnership; or
 - b) by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a Corporation or a Society; or
 - c) A copy of the Power of Attorney certified by a notary public in the form specified in Appendix-I (Form-4) shall accompany the Proposal.
3. Applicants should note the PDD, as specified in Clause 1.7, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents submitted online by the closing time of PDD as specified in Clause 2.17. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

2.14 Technical Proposal

1. Applicants shall submit the digitally signed technical proposal online at <https://mptenders.gov.in> in the formats at Appendix-I (the “Technical Proposal”) on or before the date and time mentioned in Clause 1.7.
2. While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:
 - a) the Bid Security is submitted as per the provisions laid down at clause 2.20;
 - b) all forms are submitted in the prescribed formats and signed by the prescribed signatories;
 - c) power of attorney, if applicable, is executed as per Applicable Laws;
3. Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.
4. The Technical Proposal shall not include any financial information relating to the Financial Proposal.
5. The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority hereunder.
6. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Agency either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Selected Applicant or Agency, as the case may be.

In such an event, the Authority shall forfeit and appropriate the Performance Security, if available, as mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

2.15 Financial Proposal

1. The Financial Proposal shall be submitted online only and digitally signed in the formats at Appendix-II (the “Financial Proposal”) clearly indicating the financial quotes offered by the applicant to the authority (Form-2 of Appendix II) in both figures and words and signed by the Applicant’s Authorised Representative. In the event of any difference between figures and words, the higher of the Two shall prevail in favour of the Authority.

2.16 Submission of Proposal

1. The Applicants shall submit the Technical Proposal online only as per date and time mentioned in Clause 1.7. and the Financial Proposal shall be submitted online only as mentioned in Clause 2.151. The applicants shall submit the Technical Proposal in PDF form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialled by the Authorised Representative of the Applicant as per the terms of this RFP. Only those submitted documents regarding Technical Proposals will be acceptable and considered, if, same are uploaded in the website along with the Financial Proposal.

2. **Hard Copy Submission:** No hard copy of any part of Technical or Financial Proposal shall be submitted.

Online Submission: Digitally Signed scanned copy of “Technical Proposal” shall be uploaded in the prescribed format (Form 1 of Appendix-I) along with Forms 2 to 7 of Appendix-I and supporting documents along with Bid Security as mentioned in Clause 2.20. Similarly, the original ‘Financial Proposal’ shall be placed in a digitally signed/sealed envelope clearly marked ‘Financial Proposal’ and shall contain the financial proposal in the prescribed format (Forms 1 & 2) of Appendix-II).

3. The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the Authorised Representative of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialled by the person or persons or Authorised Signatory signing the Proposal.

4. The completed Proposal must be submitted online on or before the specified time on PDD. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained. Technical Proposal shall be submitted in PDF format and shall be uploaded on the <https://mptenders.gov.in> duly digitally signed. The financial Proposal shall be submitted online only and shall be signed digitally.

5. The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, firm profiles, etc. will be entertained.

2.17 Proposal Due Date

1. Proposal should be submitted on or before the Proposal Due Date specified in Clause 1.7 in the manner and form as detailed in this RFP.

2. The Authority may, in its sole discretion, extend the PDD by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants.

2.18 Late Proposals

Proposals received by the Authority after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

2.19 Modification/ substitution/ withdrawal of Proposals

1. The Applicant may withdraw its Proposal after it has been submitted by sending a written Withdrawal Notice, duly signed by an authorised representative, and including a copy of the authorisation document. The Withdrawal Notice must be:
 - a) submitted in accordance with Clause 2.16 and the respective envelopes shall be clearly marked 'WITHDRAWAL'; and
 - b) received by the Authority prior to the deadline prescribed by the Authority for submission of Proposals.
2. Proposals that are withdrawn in accordance with Clause 1 shall be returned unopened to the Agency.
3. No Proposal shall be withdrawn in the interval between the deadline for submission of Proposals and the expiration of the period of Proposal validity specified in the Data Sheet or any extension thereof, except in the case of a request by the Authority to extend the Proposal validity.

2.20 Bid Security

1. The Applicant shall furnish as part of its Proposal, a bid security of value as mentioned in the NIT payable online only through respective e-procurement payment gateway, returnable not later than 120 (one hundred twenty) days from PDD. The Bid Security of requisite amount stated be made by making online payment (NEFT/RTGS) on the Authority's website. The copy of the proof of submission of bid security online to be submitted in technical proposal.
2. Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.
3. The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
4. The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:
 - a) If an Applicant engages in any of the Prohibited Practices specified in Section 4 of this RFP;

- b) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
- c) If the Selected Applicant fails to reconfirm its commitments during negotiations as required vide Clause 2.251;
- d) If the Selected Applicant fails to furnish the Performance Security within the prescribed period as specified in Clause 2.21;
- e) If the Selected Applicant fails to sign the Agreement or commence the assignment as specified in Clauses 2.27 and 2.28 respectively; or
- f) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3.

2.21 Performance Security

1. The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:
 - a) If an Applicant engages in any of the Prohibited Practices specified in Section 4 of this RFP;
 - b) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3; and
 - c) If the Selected Applicant commits a breach of the Agreement.
2. Within 14 days from the receipt of Letter of Acceptance (LOA) and prior to signing of the Contract, the successful Bidder shall furnish the performance security **10%** of Agreement value (annual license fee quoted by the selected agency) in accordance with the Terms & Conditions of Contract, in the form of FDR for validity till end of contract duration plus 3 months.

D. EVALUATION PROCESS

2.22 Evaluation of Proposals

1. The Authority shall open the Proposals as specified in Clause 1.7, at the place specified in Clause 0 and in the presence of the Applicants who choose to attend. The envelopes marked "Technical Proposal" shall be opened first.
2. Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.19 shall not be opened.

3. Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:
 - a) the Technical Proposal is received in the form specified at Appendix-I;
 - b) it is received by the PDD including any extension there of pursuant to Clause 2.17;
 - c) it is accompanied by the Power of Attorney as specified in Clause 2.26;
 - d) it contains all the information (complete in all respects) as requested in the RFP;
 - e) it does not contain any condition or qualification; and
 - f) it is not non-responsive in terms hereof.
4. The Authority reserves the right to reject any Proposal, which is non-responsive, and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.
5. The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP.
6. After the technical evaluation, the Authority shall prepare a list of qualified Applicants in terms of Clause 3.21 for opening of their Financial Proposals. The financial proposal will be opened online on the official website. Before opening of the Financial Proposals, the shortlist of technically responsive qualified Applicants will be informed on the official website. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial proposals and final evaluations of the bids shall be carried out in terms of Clauses 3.3 and 3.4.
7. Applicants are advised that Selection shall be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.
8. Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Work is subsequently awarded to it.

2.23 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The

Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

2.24 Clarifications

1. To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
2. If an Applicant does not provide clarifications sought under Clause 1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

E. APPOINTMENT OF AGENCY

2.25 Negotiations

1. The Selected Agency may, if necessary, be invited for negotiations. The negotiations shall generally not be for change in quoted prices stated in the Proposal but will be for re-confirming the obligations of the Agency under this RFP. Issues such as finalization of resources, deployment of Personnel, understanding of the RFP, methodology etc shall be discussed during negotiations. The negotiations shall conclude with a review of amended draft contract and preparation of minutes of negotiation both of which shall be signed by the authority's and the applicant's authorised representative.

2.26 Award of Work

After selection, a Letter of Acceptance (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Agency and the Selected Agency shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Agency is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Agency as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Agency to acknowledge the LOA.

2.27 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Agency, it shall execute the Agreement within the period prescribed in this RFP or as prescribed by the

Authority. The Selected Agency shall not be entitled to seek any deviation in the Agreement.

2.28 Commencement of assignment

The Agency shall commence the Services at the Project site within 7 (seven) days from the date of execution of Agreement or such other date as may be mutually agreed. If the Agency fails to either sign the Agreement as specified in Clause 2.27 or commence the assignment as specified herein, the Authority may withdraw the LOA and cancel the tender process. In such event, the Bid Security of the selected Agency shall be forfeited and appropriated in accordance with the provisions of Clause 2.204.

2.29 Proprietary data

Subject to the provisions of Clause 2.23, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Agency to the Authority in relation to the Work shall be the property of the Authority.

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals

1. In the first stage, the Technical Proposal will be evaluated based on basic eligibility requirements which shall include Experience, Turnover, Net Worth, Legal Status, No blacklisting status. The bidders meeting the minimum eligibility requirements shall be considered eligible and for next stage of evaluation.

A. Basic Eligibility criteria

- a) The Applicant shall be a registered company incorporated under the Companies Act, 1956/2013 or a Partnership Firm registered under the Indian Partnership Act, 1932 or a Limited Liability Partnership (LLP) registered under the LLP Act 2008, or a Proprietorship Firm, under equivalent law in India/abroad and operational for at least last five (5) years. The Applicant shall be required to submit a true copy of its Incorporation/Registration Certificate along with Technical Proposal.
- b) In case of Proprietorship Firm, the bidder shall be required to submit valid registration documents, GST registration, PAN, and certified financial statements. The Authority reserves the right to apply additional scrutiny regarding financial and technical capacity, and may require enhanced performance security to safeguard contract performance.
- c) The Applicant must have a valid GST and Income-tax registration in India. Certifications, registration details (e.g., PAN, EPF, ESIC, GST), and compliance with labour laws related documents to be attached.
- ~~d) At the time of submission of the Bid the bidder should have valid registration with the Government of Madhya Pradesh, PWD in appropriate class. However, such bidders who are not registered with the Government of Madhya Pradesh and are eligible for registration can also submit their bids after having applied for registration with appropriate authority.~~
- ~~e) The bidder / One of the members of Joint Venture / Sub-contractor should have valid A Class Electrical Contractor License from Madhya Pradesh Government Electrical Licensing Board (Office of Chief Electrical Inspector, MP Govt.) at the time of signing of the Contract.~~
- ~~f) The bidder would be required to have valid registration with MPPWD in appropriate class at the time of signing of the Contract.~~
- g) Failure to sign the contract by the selected bidder, for whatsoever reason, shall result in forfeiture of the earnest money deposit.
- h) The Applicant must have at least an office in India to run the business which is operational for a period of last five (5) years or more, from the date mentioned as PDD.

B. Technical Eligibility criteria

The Bidder ~~or any Member of the Consortium / Joint Venture~~ should have during last **5 Years** undertaken assignments fulfilling the below mentioned requirements as on the bid due date (the "Technical Capacity").

The Bidder should have undertaken at least two projects (Completed/Ongoing) involving: ***The Supply, Installation, Commissioning (SIC), and/or Operation and Maintenance (O&M) of any form of OOH publicity/advertising for a Government Authority, Smart City SPV, PSU, or Railways/Metro Rail Corporation.***

Copies of Work order / MoU / Agreement along with Experience/Completion Certificate (issued by not below the rank of Executive Engineer for Government Bodies or equivalent rank officer in Private Sector) is to be submitted along with the proposal.

(C) Financial Capacity:

The Applicant should have Average Annual financial turnover of related services during the last three financial years, ending 31st March 2025 of the previous financial year, should be at least **Rs 3.00 Cr** as per the audited annual reports duly certified by the Statutory Auditor with valid UDIN.

Net worth of all partners should be positive successively.

- Only those Applicants whose Technical Proposals qualifies the above-mentioned criteria shall qualify for further consideration and opening of Financial Proposals.

Technical Evaluation Criteria (100 Marks)

SNo	Criteria	Sub-Criteria	Max. Marks
1	Relevant Experience of the Bidder	At least 2 Similar assignments in last 5 years (\geq ₹1.00 Cr each) – 20 marks At least 10 similar or higher size display units under a single contract – 5 marks	25
2	Financial Capacity	Average Annual Turnover (last 3 yrs): Rs 3.00 Cr to Rs 5.00 Cr- 10 marks Rs 5.00 Cr to Rs 10.00 Cr- 15 marks Above Rs 10.00 Cr- 20 marks	20
3	Approach & Methodology	O&M strategy, manpower deployment plan, SOPs – 10 marks Use of technology/innovation (smart tools, AI, monitoring apps, digital reporting) – 5 marks	15
4	Key Personnel & Team	CVs of Project Manager – 10 marks Media/Content Manager – 10 marks	20
5	Presentation	Technical presentation before Evaluation Committee	20
Total Technical Score			100

Minimum Qualifying Marks: 70/100

3.2 Shortlisted Technical Proposal

- Based on the detailed evaluation against each criteria/sub-criteria for the technical responsiveness, and securing 70 and above technical marks, a shortlist of eligible applicant agencies will be prepared.

3.3 Evaluation of Financial Proposal

1. In the second stage, the financial evaluation will be carried out as per this Clause 3.3. The financial proposal of only technically qualified shortlisted applicant agencies will be considered for opening.
2. For financial evaluation, the prices quoted in the Financial Proposal in Form 2, Appendix II will be considered.
3. The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The prices quoted in the Financial Proposal shall be deemed as final and binding on the bidder.

3.4 Final Evaluation

1. The financial evaluation of the Bids shall be solely based on the Annual License Fee (ALF) quoted by the Bidder in the Financial Bid Form.
 - The Bidder shall quote a fixed, non-refundable Annual License Fee (ALF), payable to USCL for the right to Operate and Maintain the VMS network and sell commercial airtime for the contract duration.
 - The quoted ALF shall be exclusive of GST or but inclusive of other applicable taxes, duties, or cess, which shall be borne by the Bidder.
 - The ALF quoted must be a fixed amount per year and shall not be linked to commercial revenue generation.
2. The Bidders will be ranked based on the Annual License Fee (ALF) quoted, where the highest quoted fee will receive the highest ranking.
 - H1 Designation: The Bidder quoting the Highest Annual License Fee (ALF) shall be designated as the H1 Bidder.
 - Selection for Award: The H1 Bidder shall be selected for the award of the Contract, provided they meet all the stipulated Technical and Financial Qualification Criteria set forth in this RFP.
3. In the event that two or more Bidders quote the exact same highest Annual License Fee (ALF), the following tie-breaking mechanism shall be applied:
 - The Bidder having/securing the higher technical score shall be ranked H1 and selected for the award of the contract.
 - Should a tie still persist, the selection shall be decided by drawing lots in the presence of the concerned Bidders.
4. The successful bidder/applicant shall be selected for award of the work and issue of LOA. While the second ranked Applicant will be kept in reserve.

4. FRAUD AND CORRUPT PRACTICES

1. The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
2. Without prejudice to the rights of the Authority under above stated Clause and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Agency shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Agency, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
3. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who

at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

- (b) “**fraudulent practice**” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) “**coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. PRE-PROPOSAL CONFERENCE

1. Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place. Only those Applicants, who have purchased the RFP document or downloaded the same from the Official Website of the Authority, shall be allowed to participate in the Pre-Proposal Conference. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.
2. During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.
3. Interested Applicants are encouraged to make a site visit to all the project components and to make a fair assessment of site conditions and actual requirement that will help in preparing financial proposals.

6. MISCELLANEOUS

1. The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
2. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto.
 - (b) consult with any Applicant in order to receive clarification or further information.
 - (c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
 - (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
3. It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
4. All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
5. The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

SCHEDULES

SCHEDULE - 1

*(See Clause **Error! Reference source not found.**)*

Selection of Agency for
VMS Operation & Maintenance (40 Units) with
Advertisement Rights of Ad Slots at Ujjain on Annual License
Fee Basis– **3rd Call**

TERMS OF REFERENCES (TOR)

7. TERMS OF REFERENCE (TOR)

VMS Operation & Maintenance (40 Units) with Advertisement Rights of Ad Slots at Ujjain on Annual License Fee Basis– 3rd Call

7.1 Background of Project and Objectives

Ujjain Smart City Limited (USCL), a Special Purpose Vehicle (SPV) incorporated under the Smart Cities Mission of the Government of India, in association with the Ujjain Municipal Corporation (UMC), has undertaken several ICT and public infrastructure initiatives to enhance city management, citizen communication, and visitor experience.

As part of this initiative, 40 Variable Message Signs (VMS) with a total display area of approximately **2016 sq. ft.** have been installed at key and strategic traffic junctions, public congregation areas, and approach corridors across Ujjain City. Currently these are being operated and managed by *Technosys Integrated Solutions Private Limited (TISPL)*, These digital signboards serve as dynamic communication platforms for real-time public information dissemination, including traffic alerts, emergency messages, civic updates, and citizen awareness campaigns.

To ensure the sustainable operation, upkeep, and optimal utilization of these VMS assets, USCL now intends to grant “Exclusive Outdoor Advertisement Rights” to a qualified agency for a period of **five (05)** years (extendable by USCL on yearly basis subject to satisfactory performance of the agency). The selected agency will be responsible for:

- Operating and maintaining all existing VMS units and associated control infrastructure,
- Displaying authorized government and public service content as directed by USCL and traffic authorities, and
- Utilizing the permitted portion of screen time for commercial advertisements to generate revenue.

In consideration of these rights, the selected agency shall pay a license fee to USCL as per the terms specified in this RFP. The objective of this project is to create a self-sustaining model that ensures continuous operation and maintenance of the city’s digital information system while generating non-tax municipal revenue through responsible outdoor advertising in compliance with the Madhya Pradesh State Outdoor Media Policy and the UMC Media Regulations.

1. Scope of Work

The scope is divided into three primary sections: Operation & Content Management, Maintenance & Upkeep, and Commercial & Financial Management of VMS at 40 locations in Ujjain. The list of VMS locations with coordinates is as under:

SNo	Coordinate	Location
1	23.16961,75.797742	APNA SWEET
2	23.196773,75.787869	BIMA HOSPITAL
3	23.183243,75.782924	CHAMUNDA MATA
4	23.175168,75.793336	COSMOS
5	23.143374,75.789341	ENGINEERING T
6	23.188046,75.771552	GOPAL MANDIR
7	23.180174,75.786382	GRAND HOTEL
8	23.171204,75.773287	HARI FATAK
9	23.185931,75.766214	HARSIDDHI
10	23.177496,75.788392	INDIRA PRATIMA
11	23.178806,75.778263	INDORE GATE
12	23.175715,75.768582	INTERPRETATION CENTER
13	23.171779,75.765694	JANTAR MANTAR
14	23.192043,75.767716	JUNA SOMARIYA
15	23.191755,75.771721	K.D. GATE
16	23.217964, 75.768278	KAAL BHERAV
17	23.166583,75.810319	KOTHI MODE
18	23.19677,75.787869	KOYLA FHATAK
19	23.196732,75.787767	KRISHI MANDI
20	23.173213,75.759454	LALPUL
21	23.207162,75.789943	MANGAL NATH
22	23.140505,75.821439	MARUTI SHOWROOM
23	23.185707,75.74523	MULLA PURA
24	23.158632,75.787043	NANKHEDA
25	23.183447,75.762881	NARSINGH GHAT
26	23.191333,75.776856	NIKAS GATE
27	23.0831,75.82414	NINORA TOLL 1
28	23.0831,75.82414	NINORA TOLL 2
29	23.184929,75.813348	PANDYAKHEDI
30	23.151056,75.812205	PIPE FACTORY
31	23.18339,75.782785	RAILWAY STATION
32	23.12606,75.795431	RUDRAKSH HOTEL
33	23.176202,75.793414	S.P Office
34	23.12606,75.795431	SAI MANDIR
35	23.181178,75.788693	SETHI BUILDING
36	23.15766,75.781804	SHANTI PALACE
37	23.176118,75.788558	TEEN BATTI
38	23.220797,75.785403	UNHEL NAKA 1
39	23.220797,75.785403	UNHEL NAKA 2
40	23.1915,75.776992	VEERSAWARKAR

1.1. VMS Operation and Content Management

The agency shall be responsible for the end-to-end operation of all 40 VMS units and the associated central control systems.

- **24x7 Centralized Operations:**
 - Establish and operate a dedicated VMS Control Center/Hub at ICCC of USCL.
 - Ensure 24x7 monitoring of all 40 VMS units for operational status, display content, and network connectivity.
 - Maintain the Central VMS Software/Server for content scheduling, management, and reporting.
- **Content Management & Scheduling:**
 - Strictly adhere to the 80% Commercial and 20% Government/USCL content display time split. This must be auditable.
 - Government/USCL Content (20%):
 - Display real-time traffic updates, public safety warnings, emergency alerts, weather forecasts, government scheme information, and city beautification messages as directed by USCL/Traffic Police.
 - The agency must ensure immediate priority for critical emergency messages (e.g., disaster warnings, law and order alerts).
 - Commercial Content (80%):
 - Source, design, and display commercial advertisements in accordance with all local/national advertising codes and policies approved by USCL.
 - Develop a robust content moderation and approval process with defined turnaround times for USCL sign-off.
- **Connectivity & Software:**
 - Ensure robust, redundant, and high-speed data connectivity (e.g., 4G/fiber) for all 40 VMS units.
 - Manage all necessary licenses, upgrades, and patches for the VMS operating software.

1.2. Maintenance, Upkeep, and Service Level Agreements (SLAs)

The agency is responsible for the complete maintenance and upkeep of all 40 VMS units and supporting infrastructure. All the VMS shall be handed over to agency on “as-is and where-is” basis.

- **Preventive Maintenance (PM):**
 - Develop and execute a periodic PM schedule (e.g., monthly/quarterly) for all hardware components, including LED modules, power supply units, cooling fans, and communication equipment.
 - Regularly inspect and clean the VMS screens and enclosure to ensure maximum visibility and aesthetic appeal.

- **Corrective Maintenance (CM):**
 - Establish clear Service Level Agreements (SLAs) for fault resolution.
 - Maximum Response Time: 72 Hours for Critical Fault and 2 hours for only Message.
 - Maximum Resolution/Uptime Guarantee: E.g., 98% uptime guaranteed monthly for each VMS. Critical faults must be resolved within 12-24 hours.
 - Maintain a sufficient inventory of spares (e.g., LED modules, power supplies) to meet resolution SLAs.
- **Infrastructure Maintenance:**
 - Maintain the VMS structure/pole, foundation, and power supply infrastructure (including UPS/backup power for short outages).
 - Ensure earthing and lightning protection systems are functional and safe.
 - Manage and pay for the electricity consumption required to run the VMS units (unless specified otherwise by USCL).
- **Replacement and Upgradation**

If required during the contract period, the Agency shall be permitted to replace, upgrade, or refurbish any or all of the existing VMS units, screens, communication equipment, supporting structures, or associated infrastructure components with equivalent or higher technical specifications, subject to the following conditions:

- No Additional Cost to USCL: All such replacements or upgradations shall be carried out at no extra financial burden to Ujjain Smart City Limited (USCL), including materials, installation, testing, and commissioning.
- Approval of Specifications: The Agency shall submit detailed technical specifications, datasheets, and drawings of the proposed replacement equipment for prior approval by USCL to ensure conformity with project standards and interoperability with the central control system.
- Continuity of Services: The Agency shall ensure that any such replacement or upgradation activity does not cause disruption to the regular functioning of other VMS units and shall adhere to the prescribed uptime SLAs.
- Warranty and Performance: Any replaced or upgraded equipment shall carry a fresh warranty equivalent to the original manufacturer's terms and shall remain subject to the same performance guarantees and penalties under this contract.
- Asset Ownership: All replaced or upgraded VMS units and infrastructure shall remain the property of USCL/UMC upon installation and certification of completion.

1.3. Commercial and Financial Management (Revenue Sharing)

This section defines the financial obligations and the core business model.

- **Commercial Revenue Generation:**
 - The agency holds the exclusive right to sell advertising time for the allocated 80% of the display time.
 - Develop a comprehensive marketing and sales strategy to maximize commercial revenue.
 - All commercial agreements with advertisers are the responsibility of the agency.
- **Revenue Sharing Model:**
 - The agency shall pay Fixed Annual Fee payable to USCL with annual escalation @5% from second year onwards.
- **Transparency and Auditing:**
 - Provide detailed, transparent reporting on VMS usage, including:
 - Total operational hours for each VMS.
 - Daily/Monthly display log detailing Commercial vs. Government content runtime.
 - Complete reconciliation of Gross Revenue from all commercial advertisements.
 - Allow USCL or its appointed auditors full access to the VMS control software logs and financial records related to the project for periodic audits.
- **Performance Guarantee:**
 - Submit a bank guarantee or performance bond to USCL to secure the contract and cover potential non-compliance penalties or failure to meet the guaranteed minimum revenue (if applicable).

1.4. Adjustment in License Fee for Larger Display Installations

If during the contract period, the Agency proposes to replace or install any new VMS unit(s) at the same or alternate locations with a larger display area or higher specification, such installation shall be subject to the following conditions:

- **Prior Approval:**
 - The Agency shall obtain prior written approval from Ujjain Smart City Limited (USCL) for the proposed replacement or new installation, along with the technical specifications, dimensions, location plan, and visual mock-up of the upgraded VMS unit.
- **Proportionate Annual License Fee:**

- For any VMS installed or replaced with a display area exceeding the original approved size, the Agency shall pay an additional annual license fee to USCL, calculated proportionately as per the formula below:

$$\text{Additional Annual License Fee (₹)} = \text{Base Annual License Fee (₹)} \times \frac{\text{Increased Display Area (Sq. Ft.)}}{\text{Total Approved Display Area (2016 Sq. Ft.)}}$$

- The additional fee shall be payable from the date of commissioning of such upgraded VMS and shall remain applicable for the remaining contract period.
- **No Reduction for Smaller Screens:**
 - In case of any VMS being replaced with a smaller display area, no reduction or adjustment in the annual license fee shall be permitted.
- **Ownership and Control:**
 - All upgraded or newly installed VMS units shall remain the property of USCL/UMC upon completion and acceptance, and shall continue to be governed by the terms of this Agreement.
- **Audit and Verification:**
 - USCL reserves the right to inspect and verify the physical size, location, and operational status of any replaced or newly installed VMS units at any time for fee reconciliation purposes.

2. Regulatory and Policy Compliance

The Agency shall ensure full compliance with MP State Outdoor Media Policy, UMC Media Policy, and related technical, safety, and statutory standards as issued from time to time.

- Comply with all relevant safety, electrical, and structural standards as per local authority guidelines.
- Ensure the VMS displays do not cause any traffic hazard or obstruction.

3. Suspension of Commercial Operations during Special Events or Emergencies

If required During the period of Simhastha 2028 or any other major public event, festival, law and order situation, natural disaster, or emergency as declared by Ujjain Smart City Limited (USCL), Ujjain Municipal Corporation (UMC), or the District Administration, the Agency shall:

1. Suspend all commercial advertisements and exclusively display Government, Public Information, or Emergency Communication content as directed by USCL or any authorized government agency.
2. Ensure 24x7 operational readiness of all VMS units and extend full technical and operational support for real-time dissemination of official messages, alerts, and public advisories during such periods.

3. No claim or compensation of any kind shall be entertained by USCL for loss of commercial display time, revenue, or profit during such suspension periods.
4. Such suspension shall not be considered as downtime or non-performance under the Service Level Agreements (SLAs), provided the VMS infrastructure remains operational and responsive to official command and content scheduling.
5. Upon written communication from USCL, the Agency shall resume normal commercial operations immediately after the suspension period ends.

4. Key Deliverables & Reporting

The agency will be required to submit the following:

Deliverable	Frequency	Purpose
Operational Status Report	Monthly	VMS Uptime % (unit-wise), Fault logs, Resolution times.
Content Display Log	Monthly	Detailed log of content run time (20% Government vs. 80% Commercial split).
Preventive Maintenance Report	Quarterly	Confirmation of Preventive Maintenance checks completed for all 40 units.
Performance Security	Annually	Performance Security Renewal (as per contract terms).

5. Service Level Agreements (SLAs): Minimum SLA Parameters and Penalty Framework

The SLAs are categorized by the type of metric, severity of the fault, and the expected performance targets and penalties thereof.

SNo	Service Area	Performance Parameter / SLA	Minimum Acceptable Standard	Measurement Method	Penalty for Non-Compliance (Lump-sum)	Remarks
1	System Availability	Overall VMS Network Uptime	≥ 99% (quarterly average)	System auto-logs / reports	₹25,000 per 0.5% drop below target per quarter	<95% for 2 quarters = termination trigger
2	Individual VMS Uptime	Operational uptime per VMS	≥ 98.5% monthly	System auto-log	₹10,000 per VMS per 1% shortfall	Cumulative penalty capped at ₹1,00,000/month
3	Response Time for Critical Fault (P1)	On-site within 2 hours of fault	100% compliance	Incident log	₹10,000 per instance of delay	VMS dark or unsafe content
4	Resolution Time for Critical Fault (P1)	Fault fully resolved within 12 hours	100% compliance	Fault log / closure report	₹5,000 per hour beyond 12 hours	₹1,00,000 max per incident

Schedule-1: Terms of Reference

SNo	Service Area	Performance Parameter / SLA	Minimum Acceptable Standard	Measurement Method	Penalty for Non-Compliance (Lump-sum)	Remarks
5	Major Fault (P2) Resolution	Within 24 hours	100% compliance	Fault register	₹3,000 per hour beyond 24 hours	—
6	Minor Fault (P3) Resolution	Within 72 hours	100% compliance	Maintenance report	₹2,000 per day beyond 72 hours	—
7	Emergency Message Deployment	Time from command to broadcast	≤ 5 minutes	System log verification	₹25,000 per instance	Public safety / disaster message
8	Content Display Ratio (Govt. vs Commercial)	Govt: 20%, Commercial: 80%	Monthly compliance	System logs / reports	₹20,000 per month if <40% govt. content	Must make up shortfall in next cycle
9	Prohibited or Non-Approved Content	No display of political, liquor, or religious ads	100% compliance	Audit / surprise check	₹1,00,000 per instance	Repeated violation may lead to termination
10	Preventive Maintenance	All 40 VMS inspected & serviced	Quarterly PM Report	₹5,000 per unit missed / delayed	—	
11	Reporting Obligations	Monthly O&M, Content, and Revenue Reports submitted	Within 5 days of month-end	Submission log	₹10,000 per day delay	Max ₹1,00,000 per month
14	Safety & Structural Integrity	Earthing, wiring, pole, and enclosure safety	100% safe certification	Site inspection	₹25,000 per site	Any incident causing damage = ₹1,00,000
15	Simhastha / Emergency Period Operation	100% readiness and full government content	During notified period	USCL/Police monitoring	No penalty; No compensation allowed	Commercial ops suspended
16	Replacement & Upgradation	Approved replacements executed timely	Within 15 days of approval	Completion report	₹10,000 per day of delay	Unapproved replacement = ₹50,000
17	Connectivity / Data Link Availability	Each VMS connected 24x7	100% uptime	Central system logs	₹10,000 per VMS per day downtime	If due to unpaid SIM/data bills etc.

7.2 Selected Agency's Obligations:

1. The selected Agency shall be solely responsible for the operation, maintenance and management of the Project Facilities, and shall have the overall responsibility and

liability with respect to the Project and all assets located upon the Project Site. In no event shall the Authority have any liability or be subject to any claim for damages arising out of the operation, maintenance or management of the Project Facilities located upon the Project Site.

2. The selected Agency shall provide services at project site as per Schedule of Work/ Requirements which may be amended from time to time by the Authority during the Contractual period and it shall always form part and parcel of the Contract. The selected agency shall abide by such assignments, instructions as provided by the Authority from time to time.
3. The selected Agency at its own cost and expense, shall be responsible for the operation, management and maintenance to the satisfaction of the Authority.
4. The selected Agency shall not assign, transfer or subcontract any of its rights and duties under the contract except as provided without the prior approval of the Authority.
5. The selected Agency shall issue identity cards / identification documents to all its employees who will be instructed by the agency to display the same at all times.
6. The selected Agency shall provide services through its trained personnel for the performance of its services hereunder and these personnel deployed shall be employees of the selected agency and the Authority shall not in any manner be liable. All statutory liabilities of the deployed personnel shall be paid by the selected agency.
7. The selected Agency should pay all wages, allied benefits such as leave, ESI, PF, Gratuity, Bonus etc, and / or additional expenditure whatsoever for personnel deployed for the project. Further, the selected agency shall comply with & abide by labour laws, laws related to EPF Organization, ESI Corporation, Workmen Compensation Act and / or any other statutory provisions/acts/laws etc. as applicable & amended from time to time. The Authority will not have any liability whatsoever on this account.
8. The selected Agency shall provide for insurance coverage of its personnel for personal accident and/ or death while performing the duty.
9. The selected Agency shall perform the services in a manner compliant with prudent professional practices, Applicable Laws, and applicable procedures and safety requirements.
10. The Authority shall have the right, within reason, to have any personnel removed who is considered to be undesirable or otherwise and similarly the selected agency reserves the right to remove the any personnel with prior intimation to the Authority, emergencies exempted.

11. The selected Agency shall exercise adequate supervision to reasonably ensure proper performance of Services in accordance with requirement of this contract.
12. All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the Authority.

7.3 Selected Agency's Liability:

1. In case of any theft or damage to any asset in the project premises, the selected agency shall be responsible for the same and the Authority shall not be responsible in any manner whatsoever.
2. The selected agency shall completely indemnify and hold harmless the Authority and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the selected agency or any of its employees engaged in the provision of the services to the Authority.
3. The selected agency shall not be liable in any way whatsoever and the Authority hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly:
 - o Caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks;
 - o Consisting of, caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to the negligence or default of the selected agency or any of its employees engaged in the provision of manpower Services to the Authority.
4. The selected agency shall also pay all the license or other fee or taxes, payable to Government, or Municipal or local body concerned in connection with the regulation/ monitoring/ management/ maintenance of the under the contract.

7.4 Authority Obligations:

1. Except as expressly otherwise provided, the Authority shall, at its own expense, provide timely all the required facilities at the location where the Services are to be provided required enabling selected agency's employees to carry out the Services.
2. The Authority shall comply with and fulfil the recommendations (if any), if deemed necessary by the Authority, made in writing by the selected agency in connection with the performance of the Services. The Authority shall notify the selected agency of any dishonest, wrongful or negligent acts or omissions of the selected agency's employees or agents in connection with the Services as soon as possible after the Authority becomes aware of them.
3. To enable the selected agency to provide the services, the Authority shall ensure that their staff is available to provide such assistance.

4. The Authority shall not be under any obligation for providing empanelment to any of the personnel of the selected agency after the expiry of the contract. The Authority does not recognize any employee employers' relationship with any of the workers of the selected agency.

7.5 Indemnity

1. General indemnity

The selected Agency will indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Government Instrumentalities and Government owned and/or controlled entities/enterprises, (the **"Indemnified Persons"**) against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the selected agency of any of its obligations under this Agreement or any related agreement or on account of any defect or deficiency in the provision of services by the selected Agency to the Authority or to any User or from any negligence of the selected Agency under contract or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the Authority Indemnified Persons.

2. Indemnity by the selected Agency

- (a) Without limiting the generality of Clause 1, the selected Agency shall fully indemnify, hold harmless and defend the Authority and Authority Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:

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

- (b) Without limiting the generality of the provisions of this Clause 7.5, the selected Agency shall fully indemnify, hold harmless and defend the Authority Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the Authority Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of any accidents, consumer complaints, claims by regulatory bodies, claims of employees, union, third party claims, claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process

used by the selected Agency or by the Agency's contractors in performing the Agency's obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the selected Agency shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Project, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the selected Agency shall promptly make every reasonable effort to secure for the Authority a licence, at no cost to the Authority, authorizing continued use of the infringing work. If the selected Agency is unable to secure such licence within a reasonable time, the selected Agency shall, at its own expense, and without impairing the specifications and standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that it becomes non-infringing.

3. Notice and contest of claims

In the event that the Authority or either of the Indemnified Persons receives a claim or demand from a third party in respect of which it is entitled to the benefit of an indemnity under this Clause 7.5 (the "**Indemnified Party**"), it shall notify the selected Agency (the "**Indemnifying Party**") within **15 (fifteen) days** of receipt of the claim or demand and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim or demand, it may conduct the proceedings in the name of the Indemnified Party, subject to the Indemnified Party being secured against any costs involved, to its reasonable satisfaction.

4. No consequential claims

Notwithstanding anything to the contrary contained in this Agreement, in no event shall any Party, its officers, employees or agents be liable to indemnify the other Party for any matter arising out of or in connection with this Agreement in respect of any indirect or consequential loss, including loss of profit, suffered by such other Party.

7.6 Validity of Contract

1. The contract shall be for a period of **5 (five)** years from the date of signing of the Agreement subject to continuous satisfactory performance. In case of breach of Contract or in the event of not fulfilling the minimum requirements / statutory requirements, the Authority shall have the right to terminate the contract by giving a notice of 30 days in addition to forfeiting the performance security amount deposited by the selected bidder and initiating administrative actions for blacklisting etc. solely at the discretion of the Authority.
2. The Contract Period can be further extended by USCL on yearly basis subject to satisfactory performance of the agency based on mutually agreed terms between the Authority and the selected Agency.

SCHEDULE-2

(See Clause 2.13)

CONTRACT FOR AGENCY’S SERVICES

Selection of Agency for

VMS Operation & Maintenance (40 Units) with
Advertisement Rights of Ad Slots at Ujjain on Annual
License Fee Basis– 3rd Call

Contract No. _____

between

Ujjain Smart City Limited

and

[Name of the Agency]

Dated: _____

AGREEMENT

This AGREEMENT (hereinafter called the “**Agreement**”) is made on the day of the month of **2025**..., between, on the one hand, the [President of India acting through] (hereinafter called the “**Authority**” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, (hereinafter called the “**Agency**” which expression shall include their respective successors and permitted assigns).

WHEREAS

- (A) The Authority vide its Request for Proposal for Appointment of Agency for **VMS Operation & Maintenance (40 Units) with Advertisement Rights of Ad Slots at Ujjain on Annual License Fee Basis– 3rd Call** (hereinafter called the “**Project/Service**”) for the Ujjain Smart City Limited (USCL);
- (B) the Agency submitted its proposal for the aforesaid work, whereby the Agency represented to the Authority that it had the required professional skills, and in the said proposal the Agency also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and
- (C) the Authority, on acceptance of the aforesaid proposals of the Agency, awarded the Work to the Agency vide its Letter of Award dated (the “**LOA**”); and
- (D) in pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

8. GENERAL

8.1 Definitions and Interpretation

- 1. The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:
 - (a) “**Agreement**” means this Agreement, together with all the Annexes;
 - (b) “**Applicable Laws**” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
 - (c) “**Confidential Information**” shall have the meaning set forth in Clause 10.3;

- (d) **“Conflict of Interest”** shall have the meaning set forth in Clause 10.2 read with the provisions of RFP;
- (e) **“Dispute”** shall have the meaning set forth in Clause 15.21;
- (f) **“Effective Date”** means the date on which this Agreement comes into force and effect pursuant to Clause 9.1;
- (g) **“Government”** means the Government of M.P.
- (h) **“INR, Re. or Rs.”** means Indian Rupees;
- (i) **“Party”** means the Authority or the selected Agency, as the case may be, and Parties means both of them;
- (j) **“Personnel”** means persons hired by the selected Agency or by any Sub-Agency as employees and assigned to the performance of the Services or any part thereof;
- (k) **“RFP”** means the Request for Proposal document in response to which the Agency’s proposal for providing Services was accepted;
- (l) **“Services”** means the work to be performed by the Agency pursuant to this Agreement, as described in the Terms of Reference hereto;
- (m) **“Third Party”** means any person or entity other than the Government, the Authority, the Agency or the Institute/Organization.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

2. The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Agreement;
- (b) Annexes of Agreement;
- (c) RFP; and
- (d) Letter of Acceptance and Letter of Award/Work Order.

8.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Agency. The Agency shall, subject to this Agreement, have complete charge of Personnel

performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

8.3 Rights and obligations

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

- (a) the Agency shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) the Authority shall make available the project land to the Agency in accordance with the provisions of the Agreement.

8.4 Governing law and jurisdiction

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

8.5 Language

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

8.6 Table of contents and headings

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

8.7 Notices

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

- (a) in the case of the Agency, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Agency's Representative set out below in Clause 8.9 or to such other person as the Agency may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number as the Agency may from time to time specify by notice to the Authority;

- (b) in the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 8.9 or to such other person as the Authority may from time to time designate by notice to the Agency; provided that if the Agency does not have an office in the same city as the Authority’s office, it may send such notice by e-mail and by registered acknowledgement due, air mail or by courier; and
- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post is ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

8.8 Location

The Services shall be performed at the site of the Project in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Agency.

8.9 Authorised Representatives

- 1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Agency, as the case may be, may be taken or executed by the officials specified in this Clause 8.9.
- 2. The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:
 -
 -
 - Tel:
 - Mobile:
 - Email:
- 3. The Agency may designate one of its employees as Agency’s Representative. Unless otherwise notified, the Agency’s Representative shall be:
 -
 -
 - Tel:

Mobile:

Email:

8.10 Taxes and duties

Unless otherwise specified in the Agreement, the Agency shall pay all the license or other fee or taxes, payable to Government, or Municipal or local body concerned in connection with the operation / management / maintenance of the facility and performance of services under the contract.

9. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

9.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the “Effective Date”).

9.2 Commencement of Services

The Agency shall commence the Services within a period of 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

9.3 Termination of Agreement for failure to commence Services

If the Agency does not commence the Services within the period specified in Clause 9.2 above, the Authority may, by not less than 1 (one) week’s notice to the Agency, declare this Agreement to be null and void, and in the event of such a declaration, the Bid Security of the Agency shall stand forfeited.

9.4 Expiry of Agreement

Unless terminated earlier pursuant to Clauses 9.3 or 9.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon expiry of **5 (five) year** from the Effective Date.

9.5 Entire Agreement

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

2. Without prejudice to the generality of the provisions of Clause 1, on matters not covered by this Agreement, the provisions of RFP shall apply.

9.6 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Each Party shall give due consideration to any proposals for modification made by the other Party.

9.7 Force Majeure

1. Definition

- (a) For the purposes of this Agreement, “**Force Majeure**” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub-Contractor or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2. No breach of Agreement

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

3. Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfil its obligations hereunder with a minimum of delay.

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

4. Extension of time

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

5. Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Agency shall be entitled to be get extension of time without cost consideration.

6. Consultation

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

9.8 Suspension of Agreement

The Authority may, by written notice of suspension to the Agency, suspend all/partial rights to the Agency hereunder if the Agency shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Agency to remedy such breach or failure within a period not exceeding 14 (fourteen) days after receipt of such notice of suspension by the Agency.

9.9 Termination of Agreement

1. By the Authority

The Authority may, by not less than 14 (fourteen) days' written notice of termination to the Agency, such notice to be given after the occurrence of any of the events specified in this Clause 1, terminate this Agreement if:

- (a) The Agency or its personnel/ representative/ affiliate takes any action which leads to or which has the potential to adversely affect the reputation or

goodwill of the Authority, its affiliates, associates, promoters, directors and key personnel shall lead to immediate termination;

- (b) the Agency fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 9.8 hereinabove, within 14 (fourteen) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- (c) the Agency becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (d) the Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 15 hereof;
- (e) the Agency submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Agency knows to be false;
- (f) any document, information, data or statement submitted by the Agency in its Proposals, based on which the Agency was considered eligible or successful, is found to be false, incorrect or misleading;
- (g) as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than 30 (thirty) days;
- (h) notwithstanding anything mentioned herein above, if the contract is terminated due to following acts of the selected Agency, the selected Agency shall not be entitled to any claim, damages, compensation or any other consideration whatsoever:
 - the selected Agency is charging any visitor for services stipulated in the terms and conditions prescribed herein.
 - any misuse of the premises for other than intended usage.
 - any criminal activity is carried out or allowed to be carried out from the project premises as may be determined solely by the authorized representative of the Authority.
 - deployment of child labour, person having age more than 60 years & person with criminal background.
- (i) The selected Agency abandons the operations of the Project Facilities for any period.
- (j) Regular operation of the Project Facilities does not occur within a period of 45 days (Forty-Five Days) from the issue of LOA.

- (k) The selected Agency creates any encumbrance, charges or lien in favour of any person.
- (l) the selected Agency does not provide services satisfactorily as per the requirements of the Authority or / and as per the terms and conditions of contract. In that case nothing will be payable by the Authority and in that event, the security deposit in the form of performance Bank Guarantee / FDR shall be forfeited and encashed.
- (m) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

Upon termination or conclusion of contract period, no services shall be allowed to be operated by the Agency. Failure to which, the proportionate amount will be deducted/ recovered from the Performance Security Deposit of the Agency till the date of making the project premises completely vacated by the Agency and handing over the possession to the Authority.

2. By the Agency

The Agency may, by not less than 14 (fourteen) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2, terminate this Agreement if:

- (a) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 30 (thirty) days (or such longer period as the Agency may have subsequently granted in writing) following the receipt by the Authority of the Agency's notice specifying such breach;
- (b) as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than 30 (thirty) days; or
- (c) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 15 hereof.

3. Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 9.3 or 9.9 hereof, or upon expiration of this Agreement pursuant to Clause 9.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 10.3 hereof; (iii) the Agency's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 10.6, as relate to the Agency's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

4. Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 1 or 2 hereof, the Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to build structures, equipment's and materials furnished by the Authority, the Agency shall proceed as provided by Clauses 10.10 hereof.

5. Payment upon Termination

There shall be no termination payment from one Party to the Other and each Party shall bear its own cost on termination of this Agreement.

6. Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 1 or in Clause 2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 15 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

10. OBLIGATIONS OF THE AGENCY

10.1 General

1. Standards of Performance

The Agency shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Agency shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful service provider / adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub-agencies or Third Parties.

2. Terms of Reference

The scope of services to be performed by the Agency is specified in the Terms of Reference (the "TOR") at Annex-1 of this Agreement. The Agency shall provide the Services specified therein in totality and as per best industry practices.

3. Applicable Laws

The Agency shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Agency, as well as the Employees, Personnel and agents of the Agency and any Sub-Agencies, comply with the Applicable Laws.

10.2 Conflict of Interest

1. The Agency shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.
2. Agency and Affiliates not to be otherwise interested in the Project

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

3. Prohibition of conflicting activities

Neither the Agency nor its Sub-Agency nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

4. Agency not to benefit from commissions, discounts, etc.

The income earned from the charges levied by Authority (or SMTMC) at the project site shall constitute the Agency's sole remuneration in connection with this Agreement or the Services and the Agency shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its

obligations hereunder, and the Agency shall use its best efforts to ensure that any Sub-Agency, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

5. The Agency and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Agency, without being liable in any manner whatsoever to the Agency, if it determines that the Agency has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, the time, cost and effort of the Authority, without prejudice to the Authority’s any other rights or remedy hereunder or in law.
6. Without prejudice to the rights of the Authority under Clause 5 above and the other rights and remedies which the Authority may have under this Agreement, if the Agency is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Agency shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Agency is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.
7. For the purposes of Clauses 5 and 6, the following terms shall have the meaning hereinafter respectively assigned to them:
 - (a) “**corrupt practice**” means (i) the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser to the Authority in relation to any matter concerning the Project;

- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

10.3 Confidentiality

The Agency and its Personnel, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Agency and its Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority’s employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Agency is under an obligation to keep confidential in relation to the Project, the Services or this Agreement (**“Confidential Information”**), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Agency and its Personnel may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Agency and its Personnel or becomes a part of the public knowledge from a source other than the Agency and its Personnel;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Agency and its Personnel shall give the

Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and

- (iv) is provided to the professional advisers, agents, auditors or representatives of the Agency and its Personnel, as is reasonable under the circumstances; provided, however, that the Agency and its Personnel, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

10.4 Liability of the Agency

1. The Agency's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.
2. The selected Agency shall be liable in case of any theft or damage to any asset in the project premises. The Authority shall not be responsible for any such incidence in any manner whatsoever.
3. The selected Agency shall be liable to pay for all the license or other fee or taxes, payable to Government, or Municipal or local body concerned in connection with the operation / management / maintenance of services under the contract.
4. The selected agency shall completely indemnify and hold harmless the Authority and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the selected agency or any of its employees engaged in the provision of the services to the Authority.
5. The selected Agency shall not be liable in any way whatsoever and the Authority hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly:
 - o Caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks;
 - o Consisting of, caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to the negligence or default of the selected agency or any of its employees engaged in the provision of manpower Services to the Authority.
6. The selected Agency shall be solely responsible for the operation, maintenance and management of the Project Site and Project Facilities, and shall have the overall responsibility and liability with respect to the Project and all assets located upon the Project Site. In no event shall the Authority have any liability or be subject to any claim for damages arising out of the operation,

maintenance or management of the Project Facilities located upon the Project Site.

7. Notwithstanding anything to the contrary contained in this Agreement, in no event shall any Party, its officers, employees or agents be liable to indemnify the other Party for any matter arising out of or in connection with this Agreement in respect of any indirect or consequential loss, including loss of profit, suffered by such other Party.

10.5 Insurance to be taken out by the Agency

1. Insurance

- (a) The selected Agency shall effect and maintain at its own cost such insurances for such maximum sums as may be required under the Applicable Laws, and such insurances as may be necessary or prudent in accordance with Good Industry Practice or may be desired as feasible by the Authority. The selected Agency shall also effect and maintain such insurances as may be necessary for mitigating the risks that may devolve on the Authority as a consequence of any act or omission of the selected Agency during the Term. The selected Agency shall procure that in each insurance policy, the Authority shall be a co-insured and that the insurer shall pay the proceeds of insurance to the Authority.
- (b) Insurance during Operation Period - Prior to the Appointed Date, the selected Agency shall obtain and maintain at no cost to the Authority in respect of the Project Facilities and its operations such insurance as may be required under the Applicable Laws and such insurance as the selected Agency may reasonably consider necessary or desirable in accordance with Good Industry Practice or may be desired as feasible by the Authority. The selected Agency shall procure that in each insurance policy, the Authority shall be a co-insured and that the insurer shall pay the proceeds of insurance to the Authority. For the sake of brevity, the aggregate of the maximum sums insured under the insurance taken out by the selected Agency pursuant to this Clause 10.5 are herein referred to as the "Insurance Cover".

2. Insurance Cover

The selected Agency shall, during the Term, procure and maintain Insurance Cover including but not limited to the following:

- (a) loss, damage or destruction of the Project Facilities, including assets in the project premises handed over by the Authority to the selected Agency, at replacement value;
- (b) loss, damage or destruction of the Project Facilities against theft, loss, fire, accidents and natural disasters like flood, earthquakes, etc. at replacement value;

- (c) comprehensive third-party liability insurance / public liability insurance including injury to or death of personnel of the Authority or others caused by the Project Facilities;
- (d) the selected Agency's general liability arising out of this Agreement;
- (e) liability to third parties for goods or property damage;
- (f) workmen's compensation insurance; and
- (g) any other insurance that may be necessary to protect the selected Agency and its employees, including all Force Majeure Events that are insurable at commercially reasonable premiums and not otherwise covered in 2 (a) to (f) above or as may be required by the Authority.

3. Evidence of Insurance Cover

All insurances obtained by the selected Agency in accordance with this Clause 10.5 shall be maintained with insurers on terms consistent with Good Industry Practice. The selected Agency shall furnish to the Authority, notarized true copies of the certificate(s) of insurance, copies of insurance policies and premium payment receipts in respect of such insurance, within 7 (seven) days of receiving any insurance policy certificate and no such insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration.

4. Remedy for failure to insure

If the selected Agency fails to effect and keep in force all insurances for which it is responsible pursuant hereto, entire responsibility shall be that of the selected Agency in case of any consequence. Authority shall have the option to either keep in force any such insurance and pay such premium and recover the costs thereof from the selected Agency as an acknowledged debt.

5. Waiver of subrogation

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

6. Application of insurance proceeds

The proceeds from all insurance claims, except life and injury, shall be paid to the Authority by credit to the Authority's Account and it shall apply such proceeds for any necessary repair, reconstruction, reinstatement, replacement, improvement or delivery of the Project Facilities. It is hereby clarified that such repairs, reconstruction,

replacements etc. shall be carried out by the selected Agency and the necessary expenses shall be paid/reimbursed to the selected Agency by the Authority for such expenditures, on actuals or upto the amount received by the Authority against any insurance claim, whichever is lower.

10.6 Accounting, inspection, and auditing

The Agency shall:

- (a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Agency's costs and charges); and
- (b) permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.

10.7 Agency's actions requiring the Authority's prior approval

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

- (a) deploying any personnel's, manager & nodal officer etc. at the project site for day-to-day operation and management of the facility/project site..
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Agency and the terms and conditions of the subcontract shall have been approved in writing by the Authority prior to the execution of the subcontract, and (ii) that the Agency shall remain fully liable for the performance of the Services by the Sub-Agency and its Personnel pursuant to this Agreement; or
- (c) any other action that is specified in this Agreement.

10.8 Reporting obligations

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

10.9 Equipment's installed, Machinery Deployed and Documents prepared by the Agency to be property of the Authority

1. All equipment's installed and machinery deployed at project site as stated under the scope of the work of the Agency along with the data, reports and other documents (collectively referred to as "Service Documents") collected /

prepared by the Agency in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such software's developed and Service Documents prepared shall vest with the Authority. Any equipment installed, software developed and Service Document prepared, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such equipment is installed, software is developed and Service Document is created and the Agency agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Agency.

2. The Agency shall, not later than termination or expiration of this Agreement, deliver all equipment's, software's and Service Documents to the Authority, together with a detailed inventory thereof. The Agency may retain a copy of such software and Service Documents. The Agency shall not use these software's and Service Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.
3. The Agency shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as 'Claims') which may arise from or due to any unauthorised use of such equipment's, software's and Service Documents, or due to any breach or failure on part of the Agency or its Sub-Agencies or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

10.10 Equipment and materials furnished by the Authority

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

10.11 Providing access to Project Office and Personnel

The Agency shall ensure that the Authority, and officials of the Authority having authority from the Authority, are provided unrestricted access to the Project Office and to all Personnel during operational hours. The Authority's official, who has been authorised by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Agency and verify the records relating to the Services for their satisfaction.

10.12 Accuracy of Documents

The Agency shall be responsible for accuracy of the software developed and data collected by it directly or procured from other agencies/authorities, reports, other documents and all other details prepared by it as part of these services. Subject to the provisions of Clause 10.4, it shall indemnify the Authority against any deficiency in its work which might surface during course of the services, if such deficiency is the result of any negligence or inadequate due diligence on part of the Agency or arises out of its failure to conform to good industry practice. The Agency shall also be responsible for promptly correcting the same at its own cost and risk.

11. AGENCY'S PERSONNEL AND SUB-AGENCY

11.1 General

The Agency shall employ and provide such experienced Personnel as may be required to carry out the Services.

11.2 Deployment of Personnel

1. The agency shall provide the names, designation, address, contact detail etc. of all its personnel before deployment at project site for day-to-day operation and management of the services.
2. The agency should note that any manpower deployed at the project site should not have any criminal case registered against their name. A certificate in this regard shall be submitted by the selected agency before deployment of any manpower on ground.
3. Additionally, the agency should not deploy following persons on work:
 - Any minor person (Child labour)
 - any person having age of more than 60 years
4. If additional work is required beyond the scope of the Services specified in the Terms of Reference, the engagement of Personnel, may be increased by agreement in writing between the Authority and the Agency, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement shall be as per the existing terms and conditions.

11.3 Approval of Personnel

1. After submission of list of manpower to be deployed at the project site by the Agency to the Authority with required details as mentioned in Clause 11.2 above, the Authority may approve or reject such proposal within 07 (seven) days of receipt thereof, along with a note for rejection. In case the proposal is rejected, the Agency may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within 07 (seven) days of the date of receipt thereof under this Clause 11.3, it shall be deemed to have been approved by the Authority.

11.4 Substitution of Personnel

The Authority shall have the right to remove any person who is considered to be undesirable or otherwise and similarly the successful bidder reserves the right to remove the personnel with prior permission of the Authority.

11.5 Working hours, overtime, leave, etc.

In general, 24x7 365 working in shifts will be required. Agency shall keep resources on rotation basis with sufficient relievers. Agency shall take care of overtime, leave, etc. as per industry norms and applicable labour laws.

12. OBLIGATIONS OF THE AUTHORITY

12.1 Assistance in clearances etc.

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

- (a) provide the Agency and its Personnel with work permits and such other documents as may be necessary to enable the Agency or its Personnel to perform the Services;
- (b) facilitate prompt clearance of any property required for the Services; and
- (c) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

12.2 Access to land and property

The Authority warrants that the Agency shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Agency as and when so required, the Parties shall agree on the time extension, as may be appropriate, for the performance of Services.

13. PAYMENT TO THE AUTHORITY

- a) Payments by the Agency shall be made by USCL on a **yearly basis in advance**.
- b) All payments shall be made in Indian Rupees (INR) through electronic transfer.
- c) Statutory deductions such as TDS, GST, labour cess etc. shall be applicable from the bills as per prevailing laws.
- d) The Agency shall maintain proper records, bills, vouchers, and supporting documents for all items of work and shall make them available for inspection as and when required.

1. **Incentives**
Not applicable.
2. The selected Agency will provide a monthly report to the Authority on all the SLAs listed under Clause. If the SLAs are violated for 3 (three) consecutive months, then the Authority reserves the right to terminate/cancel the contract of the selected Agency. The Authority, at its discretion, may choose to ascertain the veracity of the monthly report submitted by the selected Agency.
3. In addition to the penalties as specified above, warning may be issued to the Agency for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including termination of contract and debarring for a specified period may also be initiated as per policy of the Authority.
4. **Encashment and appropriation of Performance Security:** The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Agency in the event of breach of this Agreement or for recovery of any damages / penalties etc. Upon such encashment and appropriation of the Performance Guarantee, the Authority shall grant such time in its sole discretion to the selected Agency to replenish the said Performance Security.

14. FAIRNESS AND GOOD FAITH

14.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realisation of the objectives of this Agreement.

14.2 Operation of the Agreement

The Parties recognise that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 15 hereof.

15. SETTLEMENT OF DISPUTES

15.1 Amicable settlement

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

15.2 Dispute resolution

1. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “**Dispute**”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 15.3.
2. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

15.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon Executive Director of USCL or Commissioner of UMC for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 15.21 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 15.4.

15.4 Arbitration

1. Any Dispute which is not resolved amicably by conciliation, as provided in Clause 15.3, shall be finally decided by reference to the Commissioner, Directorate, Urban Development and Housing Department, Government of Madhya Pradesh, whose decision in this regard shall be final and binding on both the Parties. The existence of any dispute or reference of the same for redressal in any forum shall not absolve the selected agency of its liability to continue its services as stipulated in the Agreement.
2. The arbitrator shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Clause 15 shall be final and binding on the Parties as from the date it is made, and the Agency and the Authority agree and undertake to carry out such Award without delay.
3. The Agency and the Authority agree that an Award may be enforced against the Agency and/or the Authority, as the case may be, and their respective assets wherever situated.

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

16. TRANSFER OF RIGHTS BY THE AUTHORITY

In case the authority wishes to transfer its rights to any other entity, it will be obligatory for the Agency to sign a tripartite agreement / Memorandum of Understanding / any other document as may be required with the entity and the Authority and the Agency will have to undertake the duties as agreed under this agreement for the entity to whom the rights will be transferred.

IN WITNESS WHERE OF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
For and on behalf of
Agency

SIGNED, SEALED AND DELIVERED
For and on behalf of
Authority

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

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

In the presence of:

1.

2.

Annex -1

Terms of Reference

(Refer Clause 10.12)

(Reproduce Schedule-1 of RFP)

Annex-2

Payment by the Authority

(Refer Clause 13)

(Reproduce as per Form-2 of Appendix-II)

Annex-3

Payment Schedule

(Refer Clause 13)

Annex-4

Bank Guarantee for Performance Security*(Refer Clause Error! Reference source not found.)*

To

Executive Director
Ujjain Smart City Limited
Mela Office, Kothi Road, Ujjain - 456010

In consideration of Ujjain Smart City Limited acting through the Executive Director (hereinafter referred as the “**Authority**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) awarding to, having its office at (hereinafter referred as the “**Agency**” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority’s Agreement no. dated, (hereinafter referred to as the “**Agreement**”) the assignment for “**VMS Operation & Maintenance (40 Units) with Advertisement Rights of Ad Slots at Ujjain on Annual License Fee Basis (Project)**” – 3rd Call, and the Agency having agreed to furnish a Bank Guarantee amounting to Rs..... (Rupees) to the Authority for performance of the said Agreement.

We, (hereinafter referred to as the “**Bank**”) at the request of the Agency do hereby undertake to pay to the Authority an amount not exceeding Rs. (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Agency of any of the terms or conditions contained in the said Agreement.

2. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Agency of any of the terms or conditions contained in the said Agreement or by reason of the Agency’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees).

3. We, (Name of Bank) undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Agency in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Agency shall have no claim against us for making such payment.

4. We, (Name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be required for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Agency and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before [..... (indicate the date as per RFP)], we shall be discharged from all liability under this Guarantee thereafter.

5. We, (Name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Agency from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Agency and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Agency or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Agency or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor/Agency(s).

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

8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. (Rupees) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [..... (indicate the date as per RFP)].

Dated, the day of 2026

For

(Name of Bank)

(Signature, name and designation of the authorised signatory)

Seal of the Bank:

NOTES:

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

SCHEDULE-3

(See Clause 2.3)

17. Guidance Note on Conflict of Interest

1. This Note further explains and illustrates the provisions of Clause 2.3 of the RFP and shall be read together therewith in dealing with specific cases.
2. Agencies should be deemed to be in a conflict-of-interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of agencies should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the Authority and agency. Some of the situations that would involve conflict of interest are identified below:
 - (i) Potential agency should not be privy to information from the Authority which is not available to others.
 - (ii) Potential agency should not have defined the project when earlier working for the Authority.

The participation of agencies that may be involved as investors or consumers and officials of the Authority who have current or recent connections to the companies involved, therefore, needs to be avoided.
4. The normal way to identify conflicts of interest is through self-declaration by agencies. Where a conflict exists, which has not been declared, competing agencies are likely to bring this to the notice of the Authority. All conflicts must be declared as and when the agencies become aware of them.
5. Another approach towards avoiding a conflict of interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from one part of the company to another. However, in reality effective operation of “Chinese walls” may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, “Chinese walls” have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, “Chinese walls” should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by an agency coupled with provision of safeguards to the satisfaction of the Authority.
6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
7. Another form of conflict of interest called “scope–creep” arises when agencies advocate either an unnecessary broadening of the terms of reference or make

recommendations which are not in the best interests of the Authority but which will generate further work for the agencies. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for agencies to extend the length of their assignment.

8. Every project contains potential conflicts of interest. Agencies should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

SCHEDULE 4

18. APPENDICES

APPENDIX-I

(See Clause 2.13)

18.1 TECHNICAL PROPOSAL

Form-1: Letter of Proposal

(On Applicant's letter head)

(Date and Reference)

To,

.....

.....

.....

Sub: Selection of Agency for VMS Operation & Maintenance (40 Units) with Advertisement Rights of Ad Slots at Ujjain on Annual License Fee Basis (Project) – 3rd Call

Dear Sir,

1. With reference to your RFP Document dated, I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Agency for *Selection of Agency for VMS Operation & Maintenance (40 Units) with Advertisement Rights of Ad Slots at Ujjain on Annual License Fee Basis (Project) – 3rd Call*. The proposal is unconditional and unqualified.
2. I/We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Agency, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Agency for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We declare that:
 - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
 - (b) I/We do not have any conflict of interest in accordance with Clause 2.3 of the RFP Document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Agency, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RFP document.
9. I/We declare that we are not a member of any other company/firm/society applying for Selection as an Agency.
10. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Services for the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I/We further certify that no investigation by a regulatory authority is pending either against us or against to be engaged team members.

13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of Agency or in connection with the Selection Process itself in respect of the above-mentioned Project.
14. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Services for the Project is not awarded to me/us or our proposal is not opened or rejected.
15. I/We agree to keep this offer valid for 120 (One Hundred Twenty Days) days from the PDD specified in the RFP.
16. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form 4.
17. In the event of my/our firm being selected as the Service Agency, I/we agree to enter into an Agreement in accordance with the form at Schedule–2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
18. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Service.
19. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
20. I/We agree and undertake to abide by all the terms and conditions of the RFP Document.

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

Yours faithfully,

(Signature, name and designation of the authorised signatory)

(Name and seal of the Applicant)

APPENDIX-I

Form-2: Particulars of the Applicant

1.1	Title of Service:
1.2	Title of Project:Project
1.3	<p>State the following:</p> <p>Name of Firm:</p> <p>Legal status:</p> <p>Country of incorporation:</p> <p>Registered address:</p> <p>Year of Incorporation/Registration:</p> <p>Year of commencement of business:</p> <p>Principal place of business:</p> <p>Name, designation, address and phone numbers of authorised signatory of the Applicant:</p> <p>Name:</p> <p>Designation:</p> <p>Organization:</p> <p>Address:</p> <p>Phone No.:</p> <p>E-mail address:</p>
1.4	<p>For the Applicant, state the following information:</p> <p>(i) In case of non-Indian Firm, does the Firm have business presence in India? Yes/No</p> <p>If so, provide the office address (es) in India.</p> <p>(ii) Has the Applicant been penalised by any organization for poor quality of work or breach of contract in the last five years? Yes/No</p> <p>(iii) Has the Applicant ever failed to complete any work awarded to it by any public authority/ entity in last five years?</p>

	<p style="text-align: right;">Yes/No</p> <p>(iv) Has the Applicant been blacklisted by any Government department/Public Sector Undertaking in the last five years?</p> <p style="text-align: right;">Yes/No</p> <p>(v) Has the Applicant suffered bankruptcy/insolvency in the last five years?</p> <p style="text-align: right;">Yes/No</p> <p>Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this assignment.</p>
1.5	<p style="text-align: center;">(Signature, name and designation of the authorised signatory)</p> <p style="text-align: right;">For and on behalf of</p>

APPENDIX-I

Form-3: Statement of Legal Capacity

(To be forwarded on the letter head of the Applicant)

Ref. Date:

To,

.....

.....

.....

Dear Sir,

Sub: Selection of Agency for **VMS Operation & Maintenance (40 Units) with Advertisement Rights of Ad Slots at Ujjain on Annual License Fee Basis (Project) – 3rd Call**

I/We hereby confirm that we, the Applicant, satisfy the terms and conditions laid down in the RFP document.

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

Yours faithfully,

(Signature, name and designation of the authorised signatory

For and on behalf of

APPENDIX-I

Form-4: Power of Attorney

Know all men by these presents, We, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/wife and presently residing at....., who is presently employed with/ retained by us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Authorised Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for Selection of Agency for **VMS Operation & Maintenance (40 Units) with Advertisement Rights of Ad Slots at Ujjain on Annual License Fee Basis (Project) – 3rd Call**, under Ujjain City for Ujjain Smart City Limited (the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

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

IN WITNESS WHEREOF WE,THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2026.

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

.....

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

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

APPENDIX-I

Form-5: Financial Capacity of the Applicant*(Refer Clause 2.22 (B))*

S. No.	Financial Year	Annual Revenue (Rs.)
1	2024-25	
2	2023-24	
3	2022-23	
Average		
<p>Certificate from the Statutory Auditor^{\$\$}</p> <p>This is to certify that(name of the Applicant) has received the payments shown above against the respective years on account of professional fee.</p> <p style="text-align: center;">(Signature, name and designation of the authorised signatory)</p> <p>Date: _____ Name and seal of the audit firm: _____</p>		

^{\$\$}In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Note:

1. Please attach Copy of Audited Financial Statements for 3 (three) years (i.e. 2022-23, 2023-24 and 2024-25) with Income tax returns.

APPENDIX-I

Form-6: Abstract of Eligible Assignments of the Applicant[§]

(Refer Clause 2.2.2, B)

SNo	Name of Project	Name of Client	Estimated capital cost of Project (in Rs crore)	Annual Concession Fee or Revenue Shared with the Authority by the Applicant (in Rs crore) ^{§§}	Professional Fee received by the Applicant (in Rs crore)	Status of Project (completed / ongoing ^{§§})
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1						
2						
3						
4						
5						

[§] The Applicant should provide details of only those assignments that have been undertaken by it under its own name. Further, the names and chronology of Eligible Assignments included here should conform to the project-wise details submitted in Form-7 of Appendix-I

^{§§} In case the Applicant has not paid the Annual Concession Fee or shared Revenue with the Authority for the ongoing assignments, the applicant must furnish certificate from client clearly mentioning the scope of work and financials for the assignment.

Certificate from the Statutory Auditor[§] of [Name of Company]

This is to certify that the information shown above is correct as per the accounts of the Applicant and/ or the clients.

(Signature, name and designation of the authorised signatory)

Date:

Name and seal of the audit firm:

[§] In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

APPENDIX-I

Form-7: Eligible Assignments of Applicant

(Refer Clause 2.22)

1.	Project Category:
2.	Name of Applicant:
3.	Assignment Name:
4.	Description of Assignment:
5.	Annual Service Fee paid to / Revenue Shared with the Authority for the Assignment (in Rupees / year) (if applicable):
6.	Payment received from the Authority for the Assignment (in Rupees / year):
7.	Location within country:
8.	Duration of Assignment / job (months):
9.	Name of Client:
10.	Client address and contact information:
11.	In case of Joint-venture/Association, whether your company was Lead member or other consortium member:
12.	Total No. of staff-months of the Assignment:
13.	Total No. of staff-months provided by your company:
14.	Start date (month/year):
15.	Completion date (month/year):
16.	Name of associated Agencies, if any:
17.	Name of senior staff of your firm involved and functions performed.
18.	Description of actual services provided by your staff within the Assignment:

Note:

1. Use separate sheet for each Assignment as mentioned in clause 2.22 (B).
2. Each Eligible Assignment shall not exceed 2 pages, and following format shall be used.

APPENDIX-II

18.2 FINANCIAL PROPOSAL

Form-1: Covering Letter

(On Applicant's letter head)

(Date and Reference)

To,

.....

.....

.....

**Sub: Selection of Agency for VMS Operation & Maintenance (40 Units) with
Advertisement Rights of Ad Slots at Ujjain on Annual License Fee Basis – 3rd
Call**

Ref: NIT No. USCL/

Dear Sir,

I/We, (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm as Service Provider for *VMS Operation & Maintenance (40 Units) with Advertisement Rights of Ad Slots at Ujjain on Annual License Fee Basis (Project)*, as indicated above.

I/We agree that this offer shall remain valid for a period of 120 (one hundred and twenty) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

APPENDIX-II
(See Clause 2.13)

Form-2: Declaration Format for Financial Proposal

(A **blank copy** of the signed Form needs to be submitted along with Technical Proposal. There should not be any indication of the bid quote filled anywhere except the e-procure portal)

(Date and Reference)

To,

.....

.....

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Sub: Selection of Agency for VMS Operation & Maintenance (40 Units) with Advertisement Rights of Ad Slots at Ujjain on Annual License Fee Basis – 3rd Call

Ref: NIT No. USCL/

Dear Sir,

We, the undersigned, offer to undertake the Project in accordance with your Request for Proposal (RFP) dated <Date of NIT Publication>, and our Proposal (Technical Proposal and Financial Proposal).

1. Bidder Details

Particular	Details
Name of Bidder/ Agency	
Registered Address	
Contact Person	
Mobile / Email	
PAN / GST No.	
Legal Status	Proprietorship/Partnership/LLP/Pvt. Ltd. /Public Ltd.

2. Financial Offer Structure

We, (Name of bidder/applicant), hereby submit our **financial proposal** for the project in accordance with the terms and conditions of the RFP document.

Item	Description	Amount
(a)	Annual License Fee payable to USCL (Year-1)	₹ _____

(b)	Annual Escalation Rate (from Year-2 onwards)	5% per annum (compounded annually)
(d)	Payment Schedule	Annually in advance

Note: Fixed Annual License Fee (ALF) shall increase at the quoted escalation rate for each subsequent year.

3. Other Financial Commitments

Item	Description	Remarks
Electricity Charges	To be borne by agency	Included
Software License, Connectivity, Maintenance	To be borne by agency	Included
Taxes and Duties, except GST	As per applicable law	Included

4. Declaration by Bidder

1. We hereby confirm that the above financial offer is inclusive of all costs related to:
 - o Operation, maintenance, manpower, software, electricity, data connectivity, repairs, insurance, and statutory compliance.
 - o All commercial content (except the content provided by USCL).
2. The above offer is valid for **120 days** from the date of submission.
3. In case of discrepancy between figures and words, the amount written in **words shall prevail**.
4. We undertake to abide by all terms and conditions stipulated in the RFP and to sign the contract in the prescribed format if awarded.

5. Authorized Signatory

Name	
Designation	
Signature	
Date	
Company Seal	

SCHEDULE 5

19. Location Plan

(i) Location Plan:

Following is the List of Installed VMS Screens with Coordinates. However, selected agency will required to conduct filed surveys and validate the details.

SNo	Coordinate	Location
1	23.16961,75.797742	APNA SWEET
2	23.196773,75.787869	BIMA HOSPITAL
3	23.183243,75.782924	CHAMUNDA MATA
4	23.175168,75.793336	COSMOS
5	23.143374,75.789341	ENGINEERING T
6	23.188046,75.771552	GOPAL MANDIR
7	23.180174,75.786382	GRAND HOTEL
8	23.171204,75.773287	HARI FATAK
9	23.185931,75.766214	HARSIDDHI
10	23.177496,75.788392	INDIRA PRATIMA
11	23.178806,75.778263	INDORE GATE
12	23.175715,75.768582	INTERPRETATION CENTER
13	23.171779,75.765694	JANTAR MANTAR
14	23.192043,75.767716	JUNA SOMARIYA
15	23.191755,75.771721	K.D. GATE
16	23.217964, 75.768278	KAAL BHERAV
17	23.166583,75.810319	KOTHI MODE
18	23.19677,75.787869	KOYLA FHATAK
19	23.196732,75.787767	KRISHI MANDI
20	23.173213,75.759454	LALPUL
21	23.207162,75.789943	MANGAL NATH
22	23.140505,75.821439	MARUTI SHOWROOM
23	23.185707,75.74523	MULLA PURA
24	23.158632,75.787043	NANKHEDA
25	23.183447,75.762881	NARSINGH GHAT
26	23.191333,75.776856	NIKAS GATE
27	23.0831,75.82414	NINORA TOLL 1
28	23.0831,75.82414	NINORA TOLL 2
29	23.184929,75.813348	PANDYAKHEDI
30	23.151056,75.812205	PIPE FACTORY
31	23.18339,75.782785	RAILWAY STATION
32	23.12606,75.795431	RUDRAKSH HOTEL
33	23.176202,75.793414	S.P Office

SNo	Coordinate	Location
34	23.12606,75.795431	SAI MANDIR
35	23.181178,75.788693	SETHI BUILDING
36	23.15766,75.781804	SHANTI PALACE
37	23.176118,75.788558	TEEN BATTI
38	23.220797,75.785403	UNHEL NAKA 1
39	23.220797,75.785403	UNHEL NAKA 2
40	23.1915,75.776992	VEERSAWARKAR