

Madhya Pradesh Outdoor Advertisement Media Rules - 2016



Urban Development & Environment Department
Government of Madhya Pradesh

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NOTIFICATION

Bhopal, Date

In exercise of the powers conferred by Sub Section (1) of Section 68 read with Section 433 of the Madhya Pradesh Municipal Corporation Act, 1956 (No. 23 of 1956) and Sub Section (OO) of Section 124 read with Section 355 of the Madhya Pradesh Municipalities Act, 1961 (No. 37 of 1961), the State Government hereby makes the following rules, namely:-

RULES

1. Short, Title and Commencement, -

- (a) These rules may be called the “**Madhya Pradesh Outdoor Advertisement Media Rules, 2016**”.
- (b) They shall come into force from the date of their publication in the Madhya Pradesh Gazette.
- (c) These rules shall apply within the limits of all Municipal Corporations, Municipalities and Municipal Councils.

CHAPTER I: INTERPRETATION AND APPLICATION

2. Definitions - In these Media Rules, unless the context otherwise requires, -

- (a) “**Act**” means the Madhya Pradesh Municipal Corporation Act, 1956 (No 23 of 1956) and the Madhya Pradesh Municipalities Act, 1961 (No. 37 of 1961);
- (b) “**Advertisement**” means any representation by a word or abbreviation thereof, letter, logo, symbol, sign, figure, painting, drawing or other pictorial representation, light, sound, visible, audible to public from any place on land, building, airspace and water, in the Control Area and/or visible from Public Place or Public Street including display on outdoor media devices (OMD).
- (c) “**Advertising**” means the act or process of displaying an Advertisement; and
- (d) “**Approved**” means approved in writing by the Competent Authority having jurisdiction under these Rules;
- (e) “**Appeal Committee**” means a Committee appointed under Section 403 of Madhya Pradesh Municipal Corporation Act, 1956 (No 23 of 1956) or

Section 307 of the Madhya Pradesh Municipalities Act, 1961 (No. 37 of 1961);

- (f) **“Billboard/Hoarding”** means an Outdoor Media Device with space for advertising in the form of an advertisement panel and where such panel is mounted with its foundation on any structure either on ground or building.
- (g) **“Building Line”** means the line up to which the plinth of a building may lawfully extend on the side, which abuts the street or an extension of a street or a strip of land ear-marked or reserved for future construction of street and such line has been so prescribed in the approved plan or co-ordination plan or the scheme by the Government Authority having jurisdiction;
- (h) **“Carriageway”** means the width of the road where vehicles are free to move without any obstruction. Carriageway can be further classified as single or dual carriageway.
- (i) **“Competent Authority”** means any officer authorized by the Municipal Authority to implement and enforce the provisions set out in these Rules;
- (j) **“Control Area”** means the geographic area including airspace in the jurisdiction of the Municipal Authority.
- (k) **“Display”** means the display of an Advertisement;
- (l) **“Election”** means a national, state, local government election held under the superintendence and control of Election Commission of India/State Election Commission;
- (m) **“Structural Engineer”** means a qualified person registered / empanelled with Municipal Authority or a professional certified engineer by a duly recognized body / institution;
- (n) **“Structural Stability Certificate”** means a certificate issued by a Structural Engineer;
- (o) **“Gantry”** means a structure erected across a road and usually fabricated by metal section pillars fixed on either side of a road with a beam shaped section connecting the top of the pillars across the road with the advertisement on the face opposite to the direction of traffic.
- (p) **“Municipal Authority”** means the concerned Municipal Corporation, Municipality, Municipal Council or any other entity notified by the State Government for implementation of these Rules.
- (q) **“Indian Road Congress or IRC”** means the applicable Indian Road Congress codes and any regulations made there under;

- (r) “**Interested Party**” means any person who has in terms of these Media Rules submitted an application or submitted comments or an objection or made representations in respect of any such application;
- (s) “**Intersection**” means an area embraced within the prolongation of the lateral boundary lines of two or more public streets, open to vehicular traffic, that join one another at any angle, whether or not one such public road crosses the other;
- (t) “**LED/ Electronic Hoarding**”- means an outdoor media device, with display made from LED or LCD or any other source, to display running text, displays and informational messages from computer programs and software or any other means.
- (u) “**National Building Code of India or NBC**” means the latest National Building Code of India, and any regulations made there under;
- (v) “**Outdoor Advertising**” is advertising that reaches the consumers while they are outside their homes.
- (w) “**Outdoor Media Device**” or “**OMD**” means a device as set out in Rule 13.
- (x) “**Owner**” means legal owner of the Property;
- (y) “**Property**” means any unit of private or public land, water or including a Public Place, registered as a separate entity of land and includes any unit and land contemplated and or any Public Place depicted on the general plan of a city;
- (z) “**Public Place**” means a space, which is open to the use or enjoyment of the public, whether such space is vested in the Municipal Authority or not;
- (aa) “**Public Street**” means a road, street or thorough fare or other Right of Way to which the public has a right of access or which is commonly used by the public and includes any portion of a Right of Way of public street including a footpath;
- (bb) “**Right of Way or RoW**” means the full width of a Public Street between Building Lines across such Public Street including the median, carriageway, service road, shoulder and footpath/ sidewalk and the air space above it;
- (cc) “**Road Traffic Sign**” means any road traffic sign and traffic signal as contemplated in the IRC or any applicable Act/Rules;
- (dd) “**Self Advertising**” means a name board whether illuminated or non-

illuminated displaying only the name and address of any commercial business or social activity that is being carried out in the same premises.

- (ee) **“Street Furniture Advertisement”** means an Advertisement Displayed on any public facility or structure which is not primarily intended for Advertising and includes a seating bench, plant box, footpath litter bin, pole-mounted litter bin, public transport shelter, sidewalk clock, suburban name device and a street name, drinking fountain etc. of appropriate size and shape serving the functional requirement of such street furniture with advertisement either directly pasted/ affixed or in the form of a panel.
- (ff) **“Schedule”** means Schedule appended to these Rules;
- (gg) **“Temporary Advertisement”** means an advertisement/Outdoor Media Device displayed for a maximum period of 30 days for any forthcoming event including entertainment events, festivals, mela, trade fair, conferences, road shows etc.
- (hh) **“Urban Design”** means the actions of conceiving and managing the special and aesthetic characteristics of urban space between and around buildings including physical elements that make up the streetscape and the combined visual effect of building facades and other structures.
- (ii) **“Wall Wraps”** means advertisement painted / pasted / affixed on surface of the walls of a building, which has been used as architectural feature to cover/ form facade/, used as wall of a building.

3. Period of Compliance

All Existing Outdoor Media Devices shall comply with these Rules within a period of ninety (90) days from the date of these Rules coming into force.

CHAPTER II: APPLICATIONS AND APPROVALS PROCESS

4. Application for Registration

- (1) Only Property Owners shall seek permission for installing an Outdoor Media Device from the Competent Authority by registering themselves with the Competent Authority using online process as laid out in Annexure - 1 (the “Registering Entity”).
- (2) This registration is compulsory for Self Advertisers (“SA”) as well as Property Owners who want to install Outdoor Media Devices on their premises.

- (3) Registration shall be valid for a period of ten (10) years from the date of registration for Self Advertisers and five (5) years for other Property Owners who wish to install Outdoor Media Devices.
- (4) The registering entity shall deposit Registration Fee as set out in Schedule - 3 excluding the Self Advertisers.

5. Approval of Outdoor Media Devices

- (1) Application for any Outdoor Media Device shall be made by submitting information as per Annexure 3 by any Property Owner.
- (2) An application form shall be accompanied with the following –
 - (a) Processing fees of Rs. 2000/- (Rupees Two Thousand only) per site shall be charged by the Competent Authority. This shall be non-refundable and non-adjustable in any manner what so ever. Self Advertisers shall be exempted from payment of processing fee subject to adherence to other provisions of these Rules;
 - (b) latest Property Tax paid receipt and receipt of any other tax to be paid to the Municipal Authority;
 - (c) a drawing showing the locality plan, in color, indicating the proposed position (including GIS coordinates) of the Outdoor Media Device and the distances in relation to any other structures, buildings, Outdoor Media Devices situated within a radius of 25m from the proposed Outdoor Media Device
 - (d) where applicable, indicate in terms of these Rules / the Advertisement Zoning Map/ Master Plan the category of the proposed location of the Property upon which the Outdoor Media Device is to be installed;
 - (e) complete specifications showing the dimensions of the Outdoor Media Devices and location,
 - (f) the design and the structure shall be certified by a Structural Engineer with respect to the safety aspect from the point of view of its foundations which can bear extreme wind conditions, earthquakes, soil bearing capacity and shall comply with relevant Indian Road Congress (IRC) & National Building Code of India (NBC), Standards and Guidelines framed from time to time under these. The details shall include size of all components of supporting frameworks, anchorages and design calculations including proof of compliance with any other law, including but not limited to, the applicable acts and codes/guidelines.
 - (g) if a proposed Outdoor Media Device is to be attached to, or Displayed on, the Façade of a building, the approved building plans of that building showing an elevation and measurements of the building, and the details, measurements and position of the proposed Outdoor Media Device and the details and the position of every existing Outdoor Media Device on the building drawn to a scale acceptable to the Competent Authority; and
 - (h) any other updated information in the application form (Annexure 3) which the Competent Authority may require from time to time after approval of Municipal Authority.

- (3) The Competent Authority may refuse to accept an application if –
 - (a) any requirement of Rule 5(2) has not been complied with; or
 - (b) the application relates to an Outdoor Media Device which is prohibited in terms of Rule 10.
- (4) If any information requested by the Competent Authority in terms of Rule 5(2) above is not provided within Thirty (30) days from the date of the first written request, the application concerned shall be rejected without further notice to the applicant.

6. Evaluation and Approval of Applications Submitted

- (1) While evaluating an application in terms of Rule 4, the Competent Authority shall ensure that the application is in compliance with these Rules. The Competent Authority may accept or reject any application after giving due opportunity of hearing.
- (2) An approval shall be for a period as set out below:
 - a) Type A and Type B: Equal to the agreement period between the concerned Government Agency and the concerned Agency.
 - b) Type C and Type D: 3 years
 - c) Type E: As specified on case to case basis
 - d) Type F: As specified on case to case basis
 - e) Type G/SA: 10 Years
 - f) Type H: As specified on case to case basis
 - g) Type I: 3 years
 - h) Type J: 3 years
- (3) The Competent Authority shall within fifteen (15) days in writing and electronically notify its decision to the applicant as per format attached as Annexure 4.
- (4) The Owner shall be required to make necessary payment as specified in the decision letter within fifteen (15) days from date of a decision of the Competent Authority.
- (5) Any permission granted by the Competent Authority pursuant to evaluation of an application, shall not open to review for a period of three months.
- (6) Upon receipt of necessary payment from the Owner, the Competent Authority shall issue formal approval letter stating the terms and conditions of the approval.
- (7) No approval granted in terms of these Rules shall exempt –
 - (a) any person from any provisions of any other law applicable to Advertising;

or

- (b) any Owner of an Outdoor Media Device from the duty to ensure that such sign is designed, erected, completed, Displayed and maintained in accordance with the provisions of these Rules and any other applicable law including safety and security of public at large.

7. Withdrawal and Amendment of Approvals

- (1) The Competent Authority may, withdraw an approval granted in terms of Rule 6 or amend any condition or impose a further condition in respect of such approval if, in the opinion of the Competent Authority, the Outdoor Media Device concerned –
- (a) is or has, as a result of a change to the nature of the environment or the amenity of the neighborhood, streetscape or Urban Design existing at the time of such approval, become detrimental to the area in which it is located by reason of its size, intensity of illumination, quality of design, workmanship, material or its existence;
 - (b) constitutes, or has become, a danger to any person or Property or traffic safety;
 - (c) is obscuring any other Outdoor Media Device, natural feature, architectural feature or visual line of civic, architectural, historical or heritage significance;
 - (d) of which a part or whole falls either due to an accident or any other cause;
 - (e) any addition or alternation is made to the building or structure and such addition or alteration involves disturbance of the Outdoor Media Device or any part thereof; and
 - (f) which is installed on building or structure or property upon or over which the Outdoor Media Device installed is, demolished or destroyed.
- (2) Prior to taking any decision in terms of these Rules, the Competent Authority shall in writing notify the Owner of the Outdoor Media Device concerned of its proposed decision and that he or she may within fifteen (15) days from the date of the notice make written representations concerning the proposed decision.
- (3) In case of partial or complete withdrawal of permission by Competent Authority, Property Owner shall have to remove or amend within 7 days the Outdoor Media Device at his own risk and cost and refund of the balance amount of license fee shall be given to the Property Owner within 30 days of such complete withdrawal.
- (4) The Competent Authority shall provide in writing reasons for its decision on receipt of a written request.

CHAPTER III: GENERAL REQUIREMENTS, EXEMPTIONS AND PROHIBITIONS

8. General Requirements for Outdoor Media Devices

- (1) The Owner of an Outdoor Media Device shall ensure adherence to these Rules.
- (2) The Owner of an Outdoor Media Device must ensure that such device is designed or located so as not to –
 - (a) be detrimental to the nature of the environment, streetscape, Urban Design or detract from the architecture of any building on which or where such device is to be located, by reason of abnormal size, appearance, intensity of illumination, workmanship, design or its existence;
 - (b) wholly or partially obscure any Outdoor Media Device previously installed;
 - (c) constitute a danger to any person or Property or traffic safety;
 - (d) project outside the boundaries of the Property on which it is to be erected or displayed;
 - (e) result in the removal of, or damage to, any tree in a Public Place without prior written authorization of the Competent Authority;
 - (f) be unsightly and not to comply with minimum distances as prescribed in these Rules;
 - (g) have a detrimental visual impact on any residential Property within the radius as specified in the Schedule I;
 - (h) Obstruct a fire escape or the means of access to or egress from a fire escape; or comply with the minimum clearance with regard to overhead power lines stipulated in any law.
- (3) Any Outdoor Media Device on a Public Street or facing a Public Street, including Outdoor Media Devices facing a State or National Highway, shall comply with the following requirements:
 - (a) a minimum distance of as set out in the Schedule I shall be maintained between Outdoor Media Devices or Advertisements on the same side of a Public Street including any carriageway, whether, State or National Highway, provided that the Competent Authority may require a minimum distance in terms of the Schedule I, if it considers it necessary in the interest of road safety; and
 - (b) No Outdoor Media Device may be located inside a prohibited area of a Public Street and in relation to overhead Road Traffic Signs.

- (4) Any Outdoor Media Device must be positioned at least 25m from the center of an Intersection; and traffic flow may not be impeded during the erection and maintenance of an Outdoor Media Device located in a Public Street, provided precaution has been arranged and prior permission has been obtained from the Competent Authority.
- (5) Upon approval of an Outdoor Media Device, it shall not be altered, removed, re-erected or upgraded, except for maintenance work, which may be required for the upkeep of an Outdoor Media Device, without prior written approval of the Competent Authority.
- (6) Only sites approved by the Competent Authority in terms of these Rules for the purpose of advertisement shall be used for display of advertisements.

9. Exempted Outdoor Media Devices and Advertisements

The following Outdoor Media Devices and Advertisements are exempted from compliance with the provisions of Rule 4 but must comply with any other applicable provision of these Rules:

- (a) is exhibited within the window of any building if the Advertisement relates to the reader, profession or business carried on in that building;
- (b) relates to trade profession or business carried on within the land or building upon or over which such Advertisement is exhibited or to any sale or letting of such land or building or any effects therein or to any sale entertainment or meeting to be held on or upon or in the same; or
- (c) relates to the name of the land or building upon or over which the Advertisement is exhibited, or to the name of the owner or occupier of such land or building; or
- (d) relates to the business of a railway administration and is exhibited within any railway station or upon any wall or other Property of the railway administration ; or
- (e) is a name plate announcing the name of Owner/ or name of occupier of building and/ or name of a building upon which such Advertisement is so fixed, exhibited painted, pasted, retained or Displayed.
- (f) in the case of buildings/Property, where commercial activity like nursing home, chartered accountant, advocate, architect etc. is running, as permitted by law, and Advertisement is allowed up to maximum as permitted under the respective law in force.

10. Prohibited Areas/Zones, Outdoor Media Devices And Advertisements

No approval shall be given for Outdoor Media Devices displaying Negative Advertisements or proposed to be located in Prohibited Areas, as described in Schedule II.

CHAPTER IV: IMPLEMENTATION MECHANISM & STRATEGY FOR THE MUNICIPAL AUTHORITY

11. Outdoor Media Devices on Municipal Authority Property

- (1) Municipal Authority shall constitute a dedicated cell for outdoor media management and appoint a Competent Authority. Competent Authority from time to time shall identify locations and Property (ies) within notified urban planning area, where it will allow new Outdoor Media Devices to be erected and prepare an implementation and monitoring plan.
- (2) As and when required such identified locations would be bid out through an open, transparent, competitive bidding process for selection of suitable agency (ies).
- (3) Competent Authority appointed by Municipal Authority shall prepare outdoor advertisement zoning/master plan and shall categorize the outdoor media in clusters /zones to maximize revenue and shall identify projects (sites) and implement;
 - (a) Under Public Private Partnership (PPP) structure, and if not viable under PPP then
 - (b) Under Advertisement Rights /License model.
 - (c) Any other Revenue Model.
- (4) In terms of the identified implementation structure above, each category of projects would be bid out through an open, transparent bidding process either by the Municipal Authority.

CHAPTER V: MONITORING MECHANISM

12. IT based Solution for Application, Renewal and Monitoring

Competent Authority shall adopt a transparent system for grant of permission for display of outdoor advertisements and monitoring of the same. The Competent Authority shall adopt the Information Technology based Implementation and Monitoring System, prepared as per the guidelines of the State Government, for such approvals and monitoring. The Competent Authority shall prepare a GIS based Outdoor Media Master Plan for the area under the jurisdiction of the Competent Authority, all the existing and proposed OMD with their GPS

coordinates shall be marked on the GIS map of the respective Competent Authority and the same shall be available on the Website of the respective Competent Authority.

- (1) Salient features of the system shall be as follows:
- (a) Outdoor Media Rules and all notifications related to Outdoor Media shall be made available to general public by means of display of information on the Website of the respective Competent Authorities.
 - (b) Online registration of entities shall be enabled. The Registering Entities shall be assigned a unique ID, which shall be password protected for all future correspondence with the Competent Authority in matters related to Outdoor Media.
 - (c) All existing and proposed outdoor Media shall be GIS tagged and shall be available with the Competent Authority on a GIS map of the respective cities.
 - (d) All applications for the installation of Outdoor Media shall be submitted online;
 - (e) Each Outdoor Media site shall have unique code assigned to it which shall convey its ownership, location (GIS coordinates), type of media, size (area of display), advertisement/license fee payable, validity of Agreement for display of advertisement and any other information which in the opinion of the Competent Authority is required to be coded.
 - (f) Approvals of all OMD shall also be given electronically by the Competent Authority
 - (g) All notices shall also be sent electronically to the defaulters.

13. Formats of Outdoor Media Devices

- (1) Outdoor Media Devices shall be classified into following:

Typology	Typology Description
A.	Typology A: Outdoor Media Devices on Public Transport services / Street Furniture
A1	Bus and Intermediate Public Transport (IPT) Shelters
A2	Bus and IPT Route Markers
A3	FOB, Gantry, Toilet blocks and urinals etc.,
A4	Cycle station
A5	Police booth, parking booth, telephone booth, pre- paid taxi booth, bus/rail booking information booth, Drinking water facility, vending kiosks, kiosks outside colonies to facilitate directory / payment of bills etc.
A6	Sitting Bench, Garbage Bins
A7	Information Panels, Pole Mounted MUPI (Street Furniture for Information)
A8	Pier or Pylon Mounted Device
B.	Typology B: Advertising-Outdoor Media Devices on Public Transport Systems
B1	Metro/MRTS Infrastructure
B2	Public Transport Vehicles

Typology	Typology Description
C.	Typology C: Outdoor Media Devices on Commercial Advertising Structures on Public Land
C1	Hoarding/Billboard
C2	Wall Wrap
C3	Wall Painting
D.	Typology D: Outdoor Media Devices on commercial advertising Structure on Private Land
D1	Hoarding
D2	Wall wrap
D3	Wall Painting
E.	Typology E: Events
E1	Temporary Events
F.	Typology F: Landscape Outdoor Media Devices
F1	Landscape Advertising (Tree Guard)
G.	Typology G: Shop Signage
G1	Self Advertising
H.	Typology H: Innovative Advertising
H1	Innovative Advertising
I.	Typology I: Cinema advertising
I1	In-cinema on screen advertising including slides and advertisement films (moving advertisements).
J.	Typology J: Inside Commercial Buildings and Public Buildings
J1	Inside Commercial Buildings and Public Buildings

- (2) The supporting structure shall have a non-reflective finish to prevent glare. The Outdoor Media Devices structure shall be well maintained at all times. It shall be painted in colours that are consistent with, and enhance the surrounding.

14. Advertisement License Fees/Charges

As per the provision of Section 132,133 of Madhya Pradesh Municipal Corporation Act, 1956 and Section 129 of Madhya Pradesh Municipality Act, 1961, Municipal Authority have been empowered to impose Taxes and Fees.

- (1) The Advertisement License Fees/Charges including revenue share shall be payable by the Owner who has been awarded the work/contract in terms of the Schedule IV of these Rules in advance on a quarterly basis as the case may be fixed by the Competent Authority.
- (2) No new Advertisement shall be allowed to Display unless the Advertisement License Fees/Charges in advance as per condition of sanction is deposited with the Competent Authority.
- (3) In addition to the license fee, the registered entity shall deposit bank guarantee as a performance guarantee of an amount equivalent to the quarterly license fee payable to the Competent Authority in advance.
- (4) Any person dissatisfied with order passed by the Competent Authority under these Rules may appeal to the "Appeal Committee" appointed by the Municipal Authority and decision of the committee shall be final-

provided that no appeal shall be valid unless the amount of the tax and / or fee payable as assessed has been deposited.

15. Inspections

- (1) Competent Authority shall have the power to inspect any Outdoor Media Device for the purpose of implementation and enforcement of these Rules. Competent Authority may also authorise any official of Municipal Authority to carry out such inspection.
- (2) The Competent Authority or any official authorized by the Competent Authority, before the commencement of, or during an inspection in terms of Rule 15(1), at the request of the Owner of an Outdoor Media Device or the Owner of a Property on which the Outdoor Media Device concerned has been installed or is Displayed, produce written confirmation of his or her appointment as an authorised official empowered to carry out inspections for the purposes of these Rules.
- (3) Competent Authority may appoint any Municipal Authority official or other employee to carry out such inspections.

16. Maintenance of Outdoor Media Devices and Removal of Unauthorised Advertisements

- (1) Subject to provisions in these Rules:
 - (a) The Owner is responsible for maintaining the OMD and the surrounding area so that it does not become unsightly or deteriorate to such a degree that it is in conflict with any provision of these Rules. Owner will also be responsible for structural safety of the OMD and in case of any accident the owner will be held liable for any mishap.
 - (b) An Owner contemplated in paragraph (a), must carry out at least once in three (3) months inspection of an Outdoor Media Device with a view to satisfying himself or herself that it has been properly maintained as contemplated in paragraph (a) and forthwith carry out any necessary maintenance resultant upon such inspection. At the end of the year, the owner shall submit such inspection report to the Competent Authority.
 - (c) The Owner shall ensure that a metallic plate (minimum size of 1 feet by 1feet) or IT enabled device with the embossed logo of the Competent Authority providing details of the Outdoor Media Device, are displayed and maintained in good condition at all times. Failure to do so may result in imposition of penalty amounting to 10% of the annual license fee.
- (2) If in the opinion of the Competent Authority, any Outdoor Media Device is in a dangerous or unsafe condition or has been allowed to fall into a state of disrepair or is in conflict with any requirement of these Rules, Competent Authority shall serve a notice on the Owner to remove / maintain the Outdoor

Media Device, within a period so specified and owner shall be required to comply thereof.

- (3) If the OMD or advertisement is unauthorized or the Competent Authority is of the opinion that an Outdoor Media Device constitutes an imminent danger to any person or Property, the Competent Authority shall without serving a notice in terms of Rule 16(2), or if such a notice has been served but not complied within the period specified therein, remove the Outdoor Media Device.
- (4) The cost incurred for the removal and storage of an Outdoor Media Device, and any other costs incurred by the Competent Authority as contemplated in Rule 16(3), shall be recovered from the Owner. The Competent Authority shall remove the OMD at the risk and cost of the owner.
- (5) The Competent Authority shall remove an unauthorized outdoor advertisement promptly and the Competent Authority shall immediately dispose of such advertisement/ structures on, as is where is basis. The Competent Authority shall prepare and implement adequate process for such removal and disposal, from time to time.

17. Hoardings on the premises of Other Public Authorities

Agencies desirous to erect hoardings on the land, building or premises of Central / State Government or its undertaking including Railways, Airport Authority of India, Bus Stands have to obtain a valid permit from the Competent Authority. Competent Authority may grant approval under these Rules subject to payment of license fee as prescribed in Schedule IV.

18. Documentation

- (1) The Owner of a Property upon which an Outdoor Media Device is erected, attached or Displayed, must retain certified copies of all documentation relating to the application for approval of such device in terms of these Rules and the approval of the Competent Authority in terms of these Rules, as long as that device is erected or Displayed, and must on request by an authorised official, present such documentation.

CHAPTER VI: MISCELLANEOUS

19. Serving of Notices

- (1) Any notice that is required to, or may, be served, delivered or given in terms of, or for the purposes of, these Rules, must be served in any of the following ways:
 - (a) by sending a copy of the notice by registered or under postal certificate to the last-known address of the person concerned/Owner, and, unless the contrary is proved, it is deemed

that service was effected on the seventh day following the day on which the document was posted;

- (b) by faxing a copy of the notice to the person, if the person has in writing furnished a fax number to the Government Authority or an authorised official ;
- (c) by forwarding the notice through e-mail on the registered e mail id.
- (d) by handing over a copy of the notice to any of the authorized representative;

20. Appeals

- (1) Any person whose rights are affected by a decision Competent Authority in terms of or for the purposes of these Rules, may appeal against that decision to the "Appeal Committee" appointed by the Competent Authority and in terms of the Section 403 of the Madhya Pradesh Municipal Corporation Act, 1956 or Section 307 of the Madhya Pradesh Municipalities Act, 1961, by lodging written notice of appeal, specifying the grounds of appeal within thirty (30) days of the date on which he or she was notified of that decision.
- (2) The Appeal Committee shall after giving an opportunity of hearing to Competent Authority decide the appeal within the 90 days of its presentation before it.

21. Offences and Penalties

- (i) The Competent Authority shall impose penalty for below mentioned violations under these Rules.

Sr. No	Type of Violation	Penalty
1	Violation in size, type, location etc. of authorized OMD by registered entity.	<ul style="list-style-type: none">• Rs.50/ per Sqft / per day from the date of approval of the OMD in the first instance for a period of 15 days and bank guarantee related to OMD shall be forfeited.• In case of second/continuing violation beyond 15 days, the entire building/site shall be debarred for display of advertisements and existing sites shall be declared unauthorized. It shall remain unauthorized for a minimum period of one year or till such OMD is made to comply with

		these Rules, whichever is later.
2	Unauthorized media install by any unregistered entity.	• Rs.50/- per Square feet of OMD per day to be charged for a minimum period of 30 days, or for the period of actual display, whichever is higher.

- (ii) The fine imposed above (Rule 20 (i)) shall be deposited by the defaulter within seven days of receipt of the notice as issued by the Competent Authority, failure to do so shall attract an interest of @ 15% per annum calculated on the number of days beyond the seventh day till the receipt of payment by the Competent Authority.
- (iii) In case more than three separate independent instances of violation of OMD in terms of Rule 20(i) occur with the same Owner/Agency, this shall lead to blacklisting of the Owner/Agency including its Directors/Members for a period of three years. Due to aforesaid blacklisting of the Owner/Agency and Directors/Members, other OMD with the same Owner/Agency shall automatically become unauthorized. Reintroduction of eligible OMD shall be possible with fresh application requiring submission and evaluation.

22. Insurance

- (1) The Owner of the Outdoor Media Devices shall be liable to buy insurance against public liability.

23. Indemnity

- (1) Outdoor Media Device Owner shall be required to indemnify the Competent Authority for the designated Outdoor Media Devices and activities against all actions, proceedings, claims, demands, costs, losses, damages and expenses which may be brought against, or made upon the Competent Authority which arise as a result of the installation or existence of an Outdoor Media Devices.
- (2) The Outdoor Media Device Owner shall always be responsible for any injury or damage caused or suffered by any person or Property arising out of or relating to the Display of Advertisement and the consequential claim shall be borne by the Advertiser who will also indemnify and safeguard the Competent Authority in respect of any such claim or claims.

24. Power of State Government

- (1) State Government can issue details / clarifications / amendments / notifications / guidelines with respect to these Rules from time to time as the need be.

Schedule I: General Permission Criteria - Outdoor Media Devices

I. Traffic Hazard Potential Dependencies

- (1) The traffic hazard potential of an Outdoor Media Device depends on its:
 - (a) Site Location: OMD's location from the road, which is measured in terms of lateral and longitudinal displacements from the edge of the road. The hazard generally diminishes the further the device is away from the road.
 - (b) Size of the OMD,
 - (c) Luminance level of the OMD, and
 - (d) Background and other such related issues.

- (2) An Advertising Device may be considered a traffic hazard, if it interferes with road safety or traffic efficiency
 - (a) If it interferes with the effectiveness of a traffic control device (e.g. traffic light, stop or give way sign).
 - (b) Distracts a driver at a critical time (e.g. making a decision at an intersection).
 - (c) Obscures a driver's view of a road hazard (e.g. at corners or bends in the road).
 - (d) Gives instructions to traffic to "stop", "halt" or other (e.g. give way or merge) or other instructions, which are not given by the traffic authority.
 - (e) Imitates a traffic control device
 - (f) Is a dangerous obstruction to road or other infrastructure, traffic, pedestrians, cyclists or other road users.
 - (g) Is in an area where there are several devices and the cumulative effect of those devices may be potentially hazardous.
 - (h) If situated at locations where the demands on drivers' concentration due to road conditions are high such as at major intersections or merging and diverging lanes.
 - (i) Obscure any existing and legally erected Outdoor Media Devices;
 - (j) If it is in the declared dangerous (partly or fully) or has been issued with the notice under the Madhya Pradesh Municipal Corporation Act, 1956 or Madhya Pradesh Municipalities Act, 1961;
 - (k) If it violates the building by-laws of Municipal Corporation / Municipality / Municipal Council;
 - (l) If it is against the public interest;

- (3) Besides aforesaid, additional driver attention and decision making are required at the following:
 - (a) high speed diverging, merging or weaving at an Intersection such as at a "Y" intersection or large high-speed roundabouts;
 - (b) in the vicinity of Intersections where through lanes merge and

where vehicles are required to merge at higher speeds (e.g. where "trap lanes" are created on the approaches to, or exit from, intersections and where a divided motorway becomes a two-way road);

- (c) Intersections or sections of road which, because of lane configuration or geometry, may require an increased level of driver concentration (e.g. five-way intersections, back to back horizontal curves);
- (d) on the outside curve of a divided road where advertising is directed at traffic on the opposite carriageway and the geometry, angle or other factors make this undesirable;
- (e) sections of road displaying traffic signals, directional signage, regulatory or advisory signage that (when considered singularly or in combination) are believed to be significantly more different or complex than would normally be expected (at these intersections, it would be expected that the required reading and interpretation period of the traffic control device(s) would be significantly longer);
- (f) sections of road that have a vehicle crash history higher than the system average;
- (g) pedestrian crossing facilities;
- (h) Schools, Hospitals;

1. Site Selection Criteria

1.1 Lateral Placement

- (a) Outdoor Media Devices shall not be permitted on traffic islands.
- (b) Where carriageways diverge so much that oncoming traffic is not visible because of topography or dense vegetation.

1.2 Longitudinal Placement (Driver Distraction Controls)

- (1) Longitudinal placement set out minimum distances between the Outdoor Media Devices and traffic conflict points, official traffic signs and other Outdoor Media Devices (i.e. reduce advertising density).
- (2) To facilitate the smooth flow of the traffic and to avoid any traffic hazard caused by the placement of Outdoor Media Devices following shall be followed while finalizing longitudinal placement of any device, the distance for placement of Outdoor Media Device shall be measured from the edge of the road and not from the center of the road for all type of junction, intersection, roundabouts etc.

1.3 Lateral and Longitudinal – Site Selection Criteria

Site Selection Criteria for Lateral Placement		
	No. of Lanes/ Width (W) of Main Road in meter	Minimum Straight Road Clear Distance in meter
(i)	< 4 lanes / < 14 m undivided/divided carriage ways	6
(ii)	>4 lanes/<6 lanes with undivided/divided carriage ways	10
(iii)	>= 6 lanes<8 lanes with undivided/divided carriage ways	15
(iv)	>=8 lanes with undivided/divided carriage ways	50

Site Selection Criteria for Longitudinal Placement		
	No. of Lanes/ Width (W) of Main Road in meter	Minimum Clear Distance in meter
(i)	< 4 lanes / < 14 m undivided/divided carriage ways	15
(ii)	>4 lanes /<6 lanes with undivided/divided carriage ways	30
(iii)	>= 6 lanes<8 lanes with undivided/divided carriage ways	50
(iv)	>=8 lanes with undivided/divided carriage ways	50

2. Physical Characteristics

- (1) The application of control on physical characteristics is intended to minimize the level of driver distraction. Control of the physical characteristics of Outdoor Advertising Devices shall relate to the:
 - (a) Size and shape
 - (b) Colour
 - (c) Illumination
 - (d) Movement and Rotation
 - (e) Outdoor Media Device Content
 - (f) Structure

2.1 Size and Shape

- (1) Outdoor Media Devices shall not use shapes that could potentially result in an Outdoor Media Device being mistaken for the effectiveness of official traffic signs).
- (2) The Code of Practice for Road Signs IRC: 67-2001, by Indian Roads Congress prescribes the basic design parameters of official traffic signs and includes standard legend/background colour combinations, which should be followed.

2.2 Colour

- (1) Outdoor Media Devices shall not use colour combinations that could potentially result in and being mistaken for an official traffic sign.
- (2) The Code of Practice for Road Signs IRC: 67-2001, by Indian Roads Congress prescribes the basic design parameters of official traffic signs and includes standard legend/background colour combinations, which should be followed.

2.3 Illumination

- (1) Outdoor Media Device shall not contain flashing red, blue or amber point light sources which, when viewed from the road, could give the appearance of an emergency service or other special purpose vehicle warning lights,
- (2) All lighting associated with the Outdoor Media Device shall be directed solely on the Outdoor Media Device and its immediate surrounds.
- (3) External illumination sources shall be shielded to ensure that external 'spot' light sources are not directed at approaching motorists.
- (4) Illumination of Outdoor Media Device is to be concealed or be integral part of it.
- (5) Up-lighting/upward pointing of the device shall not be allowed, any external lighting is to be downward pointing and focused directly on the Outdoor Media Device to prevent or minimize the escape of light beyond Outdoor Media Device.

- (6) Any light source shall be shielded so that glare does not extend beyond the Outdoor Media Device.
- (7) Non-static illuminated Outdoor Media Devices (flashing lights) are not permitted.
- (8) The average maintained luminance shall be reduced to 0.5 candelas or all together shut, after 2300 hours (11 P.M) and sunrise by automatic timing devices.

2.4 Movement and Rotation

- (1) Moving displays cause a statistically significant distractive influence on motorist's response times to external stimuli. Controls imposed upon moving Outdoor Media Devices should generally depend on location of the device location.
- (2) This permission criterion mentioned is not intended to apply to variable message displays used by road authorities for traffic management or for displaying other commercial advertisement/ information. Variable message displays located at bus stops or similar places where messages are directed at, and intended for, pedestrians (not motorists) are excluded.

2.5 Advertising Device Content

- (1) The Government Authority will generally rely upon self-regulatory controls within the Advertising industry to enforce minimum Advertising standards. Notwithstanding this approach, the Competent Authority may take action to modify or remove any Outdoor Media Device that contravene the Advertising Industry's Code of Ethics, (refer List of Negative Advertisements provided in **Schedule 2**) or that otherwise causes a traffic hazard.

2.6 Legibility

- (1) For all categories of Outdoor Media Devices (other than OMDs which are directed at pedestrians), text elements on an Outdoor Media Device face should be easily discernible to traveling motorists. This will minimize driver distraction. Additionally, a sign shall be quickly and easily interpreted so as to convey the required advertising message to the viewer and reduce the period of distraction.
- (2) The content or graphic layout exhibited on Outdoor Media Device panel shall avoid hard-to-read and overlay intricate typefaces and have letters styles that are appropriate. Under no circumstances should device contain information in text sizes, which would necessitate the driver or passenger in a moving vehicle to stop, read and/or note down, which is detrimental to the smooth flow of traffic and distracting for the driver.
- (3) All Outdoor Media Devices shall be so designed as to maintain a proportion where, as a general rule, letters should not appear to occupy more than 20% of the Outdoor Media Device area, unless otherwise permitted by the Competent Authority.

II. Development Criteria

- (1) Apart from accommodating vehicular and pedestrian traffic, road reserves are corridors for utility services such as power, telecommunications, gas, storm water, water supply and sewerage. The location of these services is known by other agencies with their own legislative right to install these services within the road reserve.
- (2) The Government Authority does not have the accurate location of all underground services. The Agency/Advertiser or the licensee is responsible to co-ordinate, inform and communicate to relevant authorities before any excavation or fabrication on site work is to be undertaken. Any liability, delay or accident that happens, is complete responsibility of the licensee.
- (3) Outdoor Media Device Owners are solely responsible for ensuring that during erection, maintenance, alteration and operation of an Outdoor Media Device, the device does not conflict with services or other things within the road reserve.
- (4) The Competent Authority may ask the agency/licensee to either replace or altogether remove any Outdoor Media Device to facilitate the work undertaken by utility services such as power, telecommunications, gas, storm water, water supply and sewerage, or for road widening.

III. Structure

- (1) A Structural Engineer practicing in the field of structural engineering shall certify outdoor Media Device structures. This requirement is not applicable to specific instances where the OMD is in the form of Advertisement pasted directly to the surface of a structure e.g. pasted sticker on a vehicle, wall wrap.
- (2) This certification confers compliance of the design with relevant Indian Structural Design Standards, Codes of practice and conditions of these Rules. The foundations shall be designed and checked for extreme wind conditions, earthquake, soil bearing capacity etc.
- (3) The Structural Engineer shall be accountable in case of any structural disability of the OMDs. Certified structural engineer should do the annual audit of the structure and report should be submitted to competent authority.
- (4) The supporting structure shall have a non-reflective finish to prevent glare.
- (5) The Outdoor Media Device structure shall be well maintained. It shall be painted in colours that are consistent with, and enhance, the surrounding area.
- (6) Official road furniture such as official signs and delineator guideposts shall

not be used as the supporting structure of an Outdoor Media Device.

- (7) The name of the Outdoor Media Device license holder / license number / media device identification number / license period etc., shall be placed in a conspicuous position on the Outdoor Media Device.

IV. Electrical Connections

- (1) Electrical connections to Outdoor Media Devices shall accord with relevant Indian Standards.
- (2) Electrical connections to Outdoor Media Devices shall be designed to ensure there is no safety or traffic risk.
- (3) Electrical connections to Outdoor Media Devices shall be designed to be safe in the event of accidental knock down.
- (4) As constructed, certification shall be supplied immediately following installation and connection.
- (5) The agency/licensee or Owner of the Property is the power consumer and shall make application- for power connection shall obtain electricity connection from the respective distribution company/agency for illuminated display at each site in his own name, for which Competent Authority would provide him necessary no objection certificate on his specific request.
- (6) Any charges for power connection and supply shall be incurred directly by the licensee/agency. A copy of the electricity supplier's letter of acceptance/billing arrangement shall be provided to the Competent Authority before entering into formal license agreement.
- (7) The electrical installation work shall be performed by a licensed electrical worker in accordance with the relevant Electricity Regulation and, the Wiring Rules and the relevant electricity supplier's requirements.
- (8) Adequate insulation and protection equipment and procedures shall be in place to protect maintenance and service personnel working on either the Outdoor Media Device or the road lighting circuit. For earthing, a separate earth electrode shall be used, and active and neutral conductors shall be used only for supply from the supply point.
- (9) A sketch plan shall be submitted to Competent Authority showing the location from where the electricity is being drawn along with position of various other ancillary requirements, duly signed by a qualified electrical engineer practicing in same field.
- (10) A copy of the electrical contractor's test certificate shall be provided to the Competent Authority. The switching device shall be of a type approved by the electricity supplier. Electrical components shall accord with relevant Indian Standards.

V. Permission criteria

- (a) All, on premises Outdoor Media Devices/ business/trade signs should be restricted to commercial areas and authorized business/trade establishments within institutional areas.
- (b) Under no circumstances, Outdoor Media Device be permitted in residential areas.
- (c) In cities with population more than 5 lakhs, on ground Billboards shall be mounted on single pole only (Unipole).
- (d) Under no circumstances shall illuminated on premise Outdoor Media Device be permitted to be in shops/commercial establishments facing residential areas on streets with width less than 12 meters.
- (e) No Outdoor Media Device shall be attached in any way to trees or shrubs.
- (f) No trade and business sign, messages, posters or printed material of any nature shall be pasted onto any supporting column, pillar or post.
- (g) On premise Outdoor Media Device in any form shall not obstruct any pedestrian movement (vertically and laterally), fire escape, door or window openings.
- (h) No on premise Outdoor Media Device shall be in any form or manner interferes with openings required for light and ventilation.
- (i) Under no circumstances shall on premise Outdoor Media Device be located to obstruct or alter the frontal silhouette of any transparent/translucent surfaces/ openings.
- (j) No trade and business sign shall be in any form or manner interferes with fire safety transit/exit space requirements and prescribed norms.
- (k) All on premise Outdoor Media Device should under no circumstances reflect activity/activities other than those undertaken within the premises.
- (l) All on premise Outdoor Media Device must conform to the prevailing laws with regard to decency, decorum, social harmony etc.
- (m) All the Outdoor Media Devices shall exhibit a high level of design quality.
- (n) All on premise Outdoor Media Device must conform to structural/ architectural discipline of the surface / edifice / building / open areas.
- (o) The scale and location of a sign should be compatible not only with the building to which it is affixed but also take into consideration nearby buildings, streets and existing signs.
- (p) Materials used and all on premise Outdoor Media Devices should be non-polluting, fire resistant and injury proof.
- (q) Any new OMD shall consider existing OMD's on a building, site or adjoining streetscape to ensure that the OMD does not give rise to visual and/or physical clutter.
- (r) All signs/OMDs shall have no projections from any building.
- (s) The cabling and conduit should be concealed from view of the sign and any supporting structure from all angles, including visibility from the street level and nearby higher buildings and against the skyline.
- (t) No sign under any circumstances shall be supported from, hung or placed on other signs. Each sign should be self-supporting or fixed securely with the architectural structure.
- (u) Signs/OMDs painted on or applied on the roof of a building shall not be permitted. Signs built and/or suspended from the roof at the roof level are also not permitted.
- (v) Where subordinate information is allowed, the name or use of the

business shall be the dominant message on the sign- No supplementary (as in bylines, product specifications, selling propositions) and subordinate information (addresses, telephone numbers, and other such details) which seeks the attention of drivers along vehicular stretches will be allowed as they present a traffic hazard.

- (w) Sign should be non reflective such that they do not flash or glare at drivers on the streets. Signs should not use reflective surfaces as mirror foils etc. as the use of such material are visually disruptive to traffic and can be hazardous to oncoming drivers.
- (x) All permitted signs would attract levies payable as outlined by the Competent Authority.
- (y) In view of the safety of the road users and aesthetics of the city, OMDs mounted/installed on rooftops are not allowed.

Schedule II: Indicative List of Negative Outdoor Media Devices and Areas

1) Prohibited Areas

No Advertisements or Outdoor Media Devices shall be allowed in the following areas:

- (i) In front or / inside the compound of/on the walls of any –
 - (a) Building of archaeological, architectural aesthetical, historical or heritage importance;
 - (b) Places of worship or religious significance including Temple, Mosque, Church & Gurudwara etc.;
 - (c) Statues, minarets or pillars of heritage importance;
 - (d) Hospitals and nursing homes;
 - (e) Educational institutions, libraries;
 - (f) Cremation grounds, graveyards;
 - (g) Police stations,
 - (h) Traffic islands;
 - (i) Parks, squares, playing fields, forest, greenery or water bodies
 - (j) Rocks
 - (k) Areas classified as remnant endangered regional ecosystems

In exceptional circumstances, the Competent Authority in consultation with the relevant authority would consider applications on a case-by-case basis. For example – for tourist service/accommodation businesses, Outdoor Media Devices may be permitted as part of a regional tourist plan.

2) List of Negative Advertisements

- (a) Nudity
- (b) Racial Advertisements or Advertisements propagating caste community or ethnic differences;
- (c) Advertisement promoting drugs, alcohol, cigarette or tobacco items;
- (d) Advertisements propagating exploitation of women or child;
- (e) Advertisement having sexual overtones;
- (f) Advertisement depicting cruelty to animals;
- (g) Advertisement depicting any nation or institution in poor light;
- (h) Advertisement casting aspersion on any brand or person;
- (i) Advertisement banned by any law;
- (j) Advertisement glorifying violence;
- (k) Destructive devices and explosives depicting items;
- (l) Any psychedelic, laser or moving Displays;
- (m) Advertisement of weapons and related items (such as firearms, firearm parts and magazines, ammunition etc.);
- (n) Advertisement which may be defamatory, trade libelous, unlawfully threatening or unlawfully harassing;
- (o) Advertisements which may be obscene or contain pornography or contain an “indecent representation of women” within the meaning of

- (p) the Indecent Representation of Women (Prohibition) Act, 1986; Advertisement linked directly or indirectly to or include description of items, goods or services that are prohibited under any applicable law for the time being in force, including but not limited to the Drugs and Cosmetics Act, 1940, the Drugs and Magic Remedies (Objectionable Advertisements) Act, 1954, the Indian Penal Code 1860; and
- (q) Any other items considered inappropriate by the Competent Authority

For all Typologies of Outdoor Media Device (except Typology of Outdoor Media Devices which are directed at pedestrians), text elements on an Outdoor Media Device face should be easily discernible to traveling motorists. This will minimize driver distraction. Additionally, a device shall be quickly and easily interpreted so as to convey the required Advertisement message to the viewer and reduce the period of distraction.

The content or graphic layout exhibited on Advertisement device panel shall avoid hard-to-read and overlay intricate typefaces and have letters styles that are appropriate. Under no circumstances should device contain information in text sizes, which would necessitate the driver or passenger in a moving vehicle to stop, read and/or note down, which is detrimental to the smooth flow of traffic and distracting for the driver.

All Outdoor Media Devices shall be so designed as to maintain a proportion where, as a general rule, letters should not appear to occupy more than 20% of the device area, unless otherwise permitted by the Competent Authority.

Schedule III: Agency Registration Fees & Application Processing Fees

Following fees shall be applicable for registration of Advertising Agencies /Licensees with Government Authority.

1. Agency Registration Fees

Sr.No.	Description	Amount in Rupees
1.	Agency Registration Fee	10,000

2. Application Processing Fees for Approval of Outdoor Media Devices

Sr.No	Typology	Amount in Rupees
		<i>Fees per Typology</i>
1.	Typology A to J	2,000

Note: Applicable Service Tax shall be payable over and above the Fees/charges specified above.

The aforesaid fees will be reviewed and notified from time to time by the Competent Authority.

Schedule IV: Advertisement License Fee/Charges

1. Process of License Fee Determination

(1) License Fee Determination for Type A, C and F

- a. Type A Street Furniture will be developed preferably through public private partnership projects on the basis of advertisement master plan/zonal plan by the Competent Authority. The selected agency shall be expected to bear the cost of making, running and managing of the device / structure. The agency shall pay to the Competent Authority an amount based on open tender process and as per the terms of agreements and conditions of the contract. This selection process shall be typically based on highest payment to the Competent Authority, with the safeguards that highest performance standards are set out in the concession agreement as part of contractual obligations.
- b. In specific cases, where the land belongs to Government/Semi Government shall charge 50% of the license fee applicable as per relevant typology.

(2) License Fee Determination for Type B

- Public Transport Systems are essential for any city and it is the endeavor of the Competent Authority to actively promote the same. For these reasons a separate Public Transport System category is envisaged under these Rules, wherein certain concessions as well as ease of doing business have been provided to ensure that outdoor media on Public Transport Systems get active occupancy leading to a more improved and sustainable Public Transport Systems.

(a) Type B1

- These categories are Public Transport Systems (PTS), the design and detailing of such systems are done on a standalone basis. Such designs are project specific and not really designed towards amenability of outdoor media, since primary requirement is public transport.
- Specific media opportunity need to be identified based on the actual constructed structure post development of these Public Transport Systems. These public transport system, are also long term in nature with typically exceeding of 50 years.
- Public Transport System (PTS) will pay 10% of the applicable license fee corresponding to the area of advertisement display as permitted by the Competent Authority. Rolling stock advertisements are fully exempted from paying any license fee.

(b) License Fee Determination for Type B2

This category shall allow advertisement on the commercial vehicles only such as Bus, Taxi, and Car etc. The License Fee shall be payable as follows:

Sr. No.	Description	License Fee
1	Buses/Rolling Stocks owned or operated by the Government Authority or Competent Authority	Exempted
2	Private Buses	As decided by the Competent Authority. (Minimum Rs.1000/- Per Month / Per Bus)
3	Radio Taxi, Cars	As decided by the Competent Authority. (Minimum Rs.1000/- Per Month / Per Vehicle)
4	Auto Rickshaw	As decided by the Competent Authority. (Minimum Rs.250/- Per Month / Per Vehicle)
5	Manual Rickshaw, Hand carts, E-Rickshaw, Hawkers	Exempt Maximum Permissible Size :0.5 Sq.mt

(3) License Fee Determination for Type D

Zone	Circle Rate per sqm (Commercial)	Median Rate Considered	Recommended Municipal Rentals Per Media site/ year/ per sqft	
			as % of Circle Rate	Derived Value from Circle Rate in Rs/sqft/year
A	>1,50,000	180000	7.5%	1255
B	>1,00,000 to 1,50,000	150000	6%	836
C	>60,000 to 1,00,000	80000	4.5%	335
D	>20,000 to 60,000	40000	3.0%	112
E	Up to 20,000	20000	0.75%	14

(4) License Fee Determination for Type-E

Sr. No.	Description	License fee
1	At venue: maximum size of 5m* 3m	Rs 5000/- per OMD per instance subject to a maximum of 1 month
2	Other locations: maximum size of 3m* 2m	Rs 2500/- per OMD per instance subject to a maximum of 1 month

(5) License Fee Determination for Type-G

Sr. No.	Description	License fee
1	Maximum height 3 ft x the width of the shop	Exempted
2	Beyond the size indicated in Pt.1 above	As per the Type D

(6) License Fee Determination for Type-H

Sr. No.	Description	License fee
1	Innovative Advertising	As decided by the Competent Authority. (Minimum 1.5 Times of Type – D & C)

(7) License Fee Determination for Type I: In Cinema On-Screen Advertisement

Sr. No.	Description	License fee
1	Cinema Advertising	As decided by the Competent Authority. (Minimum Rs.5000/- Per Month / Per Screen)

(8) License Fee Determination for Type-J

Sr. No.	Description	License fee
1	Inside Commercial Buildings	20% of the license fee applicable for Type D
2	Inside Public Buildings	10% of the license fee applicable for Type D

Annexure 1: Application Form for Registration

Company Registration For Display of Outdoor Advertisement

1. Name of Company/Firm/Agency: _____

2. Registered Address: _____

3. Telephone Contacts: Business: _____

Fax: _____

4. E-Mail Address: _____

5. Details of the Directors/Proprietors/Partners :

S. No	Name	Mobile No.	E mail Address
-------	------	------------	----------------

(i)

(ii)

6. Type of Entity: _____

7. PAN Number: _____

8. Service Tax Number: _____

9. Registration Amount: _____

10. The applicant firm/company has not been blacklisted by any Govt. Entity in the last 3 years. Yes No

11. The applicant firm/company has no pending dues. Yes No

1. *If yes please specify the total pending dues*

2. *The applicant firm/company has no court case pending*

Yes

No

*I/we shall hereby abide the terms & conditions and guidelines of
Advertisement Bye law/Policy framed by the Competent Authority.
Also the information listed above is true and genuine and in case
of adverse findings related to this, the registration shall stand
cancelled.*



Annexure 2: Application Form for Annual Renewal of Advertisement Agency License

No. _ _ _ _

Date: _ _ _ _

To,

Reference- Annual Renewal of License fee of Outdoor Media Device for Display of Outdoor Advertisement.

Your Application No. _ _ _ _ Dated: _ _ _ _

Dear Sir,

This is with reference to our OMD Number _ _ _ _ , regarding renewal of Outdoor Media Device with the Competent Authority for display of outdoor advertisements.

We hereby apply for renewal of the OMD as per the Outdoor Media Rules, 2016:

The Annual renewal License fee of Outdoor Media device for Display of Outdoor Advertisement vide company id. _ _ _ _

S. No	Type of OMD	Location	Size	Annual License Fee

You are requested to deposit the aforesaid License fee within 15 days of receipt of this letter.

Thanking You,

Authorize Signatory
S/d

Note: - This is a typical format only and is subject to modification/amendment by the Competent Authority from time to time. Latest version from the website to be used always.

Annexure 3: Application Form for Approval of Outdoor Media Devices

(Applicable for Outdoor Media on a Private Property)

- 1) Name of Applicant/Company Applying:
- 2) Agency's Registration Details: (Registration ID)
- 3) Contact Person:
- 4) Contact Details: Landline: _____ Mobile No. _____ Fax No. _____
- 5) Type of OMD (mark the relevant type with a 'u' and complete the information)

Typology	Description		Height (m)	Width (m)	Area (sqm)	No. of OMD	Other Details

- 6) Is the sign single or double sided:
- 7) Illumination applied for: YES / NO. Type of Illumination: External / Internal / Other
- 8) Position / Location of OMD:
- 9) Street Address:
- 10) Describe position on the site/Property:
- 11) Application Processing Fee:
- 12) Application Processing Fee Demand Draft / Cheque Details:
Signed by (the Applicant /Agent)

Signature: _____ Date: _____
Signed by (the Owner of the Property)

Signature: _____ Date: _____

Annexure-4 – Letter of Intent (LOI)

No. _ _ _ _

Date: _ _ _ _ _

To,

Reference- Registration for Installation of Outdoor Media Device for Display of Outdoor Advertisement.

Your Application No. _ _ _ _ _ Dated: _ _ _ _ _

Dear Sir,

This is with reference to your application regarding registration with the Competent Authority for installation of an Outdoor Media Device for display of outdoor advertisements.

It is informed that following decision has been taken in consideration of your application:

1. Your application for registration is approved and unique id allotted to you is-----
------. Please use the same for all future correspondence with the Competent Authority and for activating your account on the website of the Competent Authority.
2. Your application for registration is rejected on account of the following:
 - a. Incomplete application.
 - b. Incorrect information provided
 - c. Pending dues (if any)
 - d. Blacklisted status not verified
 - e. Others-----.

Thanking You,

Commissioner

S/d

Note: In case of rejection of application you may apply fresh on satisfying the above-mentioned conditions.

Note: - This is a typical format only and is subject to modification/amendment by the Competent Authority from time to time. Latest version from the website to be used always.



Tender Specification No - 3

Date: 14/05/2016

Request for Proposal for Selection of Concessionaire for Smart City Pan City Project in Bhopal under PPP

Selection of Concessionaire for Implementing Smart City Pan City
Projects in Bhopal under Public Private Partnership based on Built,
Own, Operate and Transfer Model

**Bhopal Smart City Development Co. Ltd., Bhopal
Madhya Pradesh**

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DISCLAIMER

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

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

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

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

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

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

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

DEFINITIONS

Agreement: As defined in Clause 1.1.5

Authority: As defined in Clause 1.1.2

BID(s): As defined in Clause 1.2.2

Bidders: As defined in Clause 1.2.2

Bidding Documents: As defined in Clause 1.1.7

BID Due Date: As defined in Clause 1.2.2

Bidding Process: As defined in Clause 1.2.1

BID Security: As defined in Clause 1.2.4

Conflict of Interest: As defined in Clause 2.1.10

Government: Government of Madhya Pradesh

Highest Bidder: As defined in Clause 1.2.6

LOA: As defined in Clause 3.5.6

Project: As defined in Clause 1.1.4

Re. or Rs. or INR: Indian Rupee

RFP or Request for Proposals: As defined in the Disclaimer

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

Competitive Bidding under Single Stage Bidding Process for Build, Own, Operate and Transfer of Smart City Pan city Project(hereinafter referred to as “Project”) in the State of Madhya Pradesh on Public Private Partnership (PPP) Basis

1.1. Background Information

1.1.1. Bhopal has a total population of 23, 71, 061 (as per Census, 2011) with municipal area of 413 sq km. The literacy percent within the city is around 85%. City’s economy is driven primarily by cotton, electrical goods, jewelry and chemical industry. Over 1200 MSMEs are currently existent in Bhopal. Tourism is also a thriving industry with several tourist spots such as UNESCO heritage site, lakes etc open for tourists. Over a period of time Bhopal has faced many challenges including;

- Low energy efficiency
- Lack of city infrastructure
- Citizen safety, etc

To mitigate aforementioned challenges pan-city smart solutions are considered to benefit the entire city through application of ICT and resulting improvement in local governance and delivery of public services.

1.1.2. In line to the guidelines issued by Ministry of Urban Development (MoUD)/ Government of India (GoI) Government of Madhya Pradesh has created a Special Purpose Vehicle (SPV) Bhopal Smart City Development Co. Ltd (BSCDCL) for implementing the Smart City mission at the city level. BSCDCL will plan, appraise, approve, release funds, implement, manage, operate, monitor and evaluate the Smart City development projects. BSCDCL is headed by a full time CEO and have nominees of Central Government, State Government and ULB on its Board.

1.1.3. The key functions and responsibilities of BSCDCL are to;

- Approve and sanction the projects including their technical appraisal
- Take measures to comply with the requirements of MoUD with respect to the implementation of the Smart Cities programme
- Undertake review of activities of the Mission including budget, implementation of projects, etc and co-ordination with other missions / schemes and activities of various ministries

1.1.4. Bhopal Smart City Development Co. Ltd (Hereinafter referred to as “**Authority**” or “**BSCDCL**”) intends to appoint a Concessionaire for implementing Smart City Pan city

projects in Bhopal on **Build, Own, Operate and Transfer (BOOT) model** on Public Private Partnership (PPP) Basis (the “**Project**”) for a specified Concession Period i.e. implementation period of 9 months and operation and maintenance period of 15 years (the “**Concession Period**”).

- 1.1.5. The Successful Bidder (the “**Concessionaire**”), shall be responsible for designing, engineering, financing, procurement, construction, operation and maintenance of the Project under and in accordance with the provisions of a long-term concession agreement (the “**Concession Agreement**”) to be entered into between the Successful Bidder and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.
- 1.1.6. The scope of work includes construction of the Project on the Site set forth in Schedule-A and as specified in Schedule-B together with provision of Project Facilities as specified in Schedule-C and in conformity with the Specifications and Standards set forth in **Annexure 11** of this RFP.
- 1.1.7. An Agreement will be drawn up between the Authority and the Successful Bidder on PPP basis (the “**Concession Agreement**”). The Concession Agreement sets forth the detailed terms and conditions for grant of the concession to the Concessionaire, including the scope of the Concessionaire’s services and obligations (the “**Concession**”). Revenues from the proposed Project will accrue to the Successful Bidder undertaking the Project (the “**Project Company**” or the “**Concessionaire**”) and would be appropriated as per the provisions of the Concession Agreement.
- 1.1.8. The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or the Authority’s rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- 1.1.9. The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the “**Bidding Documents**”), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Bids (the “**Bid Due Date**”).

1.1.10.A Bidder shall be considered as a Successful Bidder for the projects of the Authority, where the Letter of Awards (LOA) has been issued.

1.2. **Brief description of Bidding Process**

1.2.1. The Authority has adopted a single stage bidding process wherein the interested parties are required to submit the Bid(collectively referred to as the “**Bidding Process**”) for selection of the Bidder for award of the Project. The Bid in response to the RFP is to be submitted in two parts, viz.:

PART 1: Qualification/Technical Bid

PART 2: Financial Bid

The evaluation of the Bids would be carried out in two stages.

PART 1: The first stage would involve test of responsiveness, technical and financial capability for undertaking the Project based on the Qualification Bid. Only those Bids that meet the Qualification Criteria, as set out in this RFP would be qualified for opening of Financial Bid.

PART 2 : Opening and Evaluation of Financial Bid.

On the basis of this evaluation process, Authority will issue a Letter of Award to the Successful Bidder.

[GOI has issued guidelines (see **Annexure 12** of RFP) for qualification of bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply mutatis mutandis to this Bidding Process. The Authority shall be entitled to disqualify an Applicant in accordance with the aforesaid guidelines at any stage of the Bidding Process. Applicants must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at **Annexure 1**]

1.2.2. In the Bid Stage, the aforesaid short-listed Applicants, including their successors, (the “**Bidders**”, which expression shall, unless repugnant to the context, include the Members of the Consortium) are being called upon to submit their financial offers (the “**Bids**”) in accordance with the terms specified in the Bidding Documents. The Bid shall be valid for a period of not less than 120 days from the date specified in Clause 1.3 for submission of bids (the “**Bid Due Date**”).

1.2.3. The Bidding Documents also include the draft Concession Agreement for the Project which is enclosed. The aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.

- 1.2.4. A Bidder is required to deposit, along with its Bid, bid security of Rs. 10,00,000 (Rupees Ten lakhs only) (the “**Bid Security**”) in the form of online payment in authorities account (BSCDCL).
- 1.2.5. During the Bid Stage, Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Concession including implementation of the Project.
- 1.2.6. Subject to Clause 2.15, the Project will be awarded to the Bidder scoring Highest Financial Score (the “**Highest Bidder**”) based on evaluation of bids on technical and financial criteria as set out in this RFP. In the event of a tie, the bid with the highest technical score (T_h) will be rated as the best bid as per provisions of Clause 3.5.3 of the RFP.
- 1.2.7. The Concessionaire shall be entitled to levy and charge a pre-determined user fee from users of the Project.
- 1.2.8. Further and other details of the process to be followed at the Bid Stage and the terms thereof are spelt out in this RFP. Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the officer designated in Clause 1.3 below. The envelopes/ communication shall clearly bear the following identification/ title:

“Queries/Request for Additional Information: **RFP for appointment of a Concessionaire for implementing Smart City Pan city projects in Bhopal on Build, Own, Operate and Transfer (BOOT) model on Public Private Partnership (PPP) Basis**”.
- 1.2.9. Interested parties may obtain the RFP document from the www.mpeproc.gov.in with non-refundable fee of INR 20,000 (INR Twenty Thousand only) by way of a online payment to CEO, BSCDCL bank account no. 50327343809, IFSC - ALLA0210197 (Allahabad bank)
- 1.2.10. Further, all the parts of the Bid (PART 1: Qualification Bid, PART 2: Financial Bid) must be submitted online and in hard bound form.

1.3. Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

#	Information	Details
1.	RFP No. and Date	NIT no. 3 Dated - 14/05/2016
2.	Last date for submission of written queries for clarifications along with email for sending queries	24/05/2016 smartcitycell@bmconline.gov.in
3.	Date and venue of pre-bid conference	24/05/2016 Bhopal Smart City Development Corporation Limited, Zone 14, near Tatpar petrol pump, BHEL Govindpura, Bhopal, Madhya Pradesh- 462023
4.	Release of response to clarifications	27/05/2016
5.	Bid validity period	120 days from the last date (deadline) for submission of Bids.
6.	Last date (deadline) for submission of bids	2/06/2016 , 1700 HRS.
7.	Opening of Technical Bids	3/06/2016, 1500 HRS
8.	Technical Presentation by the Bidder	Will be intimated later
9.	Place, Time and Date of opening of Financial Bids received in response to the RFP notice	Bhopal Smart City Development Corporation Limited, Zone 14, near Tatpar petrol pump, BHEL Govindpura, Bhopal, Madhya Pradesh- 462023
10.	Website for downloading RFP	www.mpeproc.gov.in
11.	Submission of Bid	<ul style="list-style-type: none"> • Online • Physical Hard copy
12.	Letter of Award (LOA)	Will be intimated later
13.	Validity of Bids	120 days of Bid Due Date
14.	Signing of Concession Agreement	Within 30 days of award of LOA
15.	Contact person	AK Nanda (City Engineer) 9826244950, 9424499884, Tarun Chaurasiya 9424499800, Harshit Tiwari (Deputy Commissioner) 9424499881

2. INSTRUCTION TO BIDDERS

A. GENERAL

2.1 General Terms for Bidding

- 2.1.1 No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.
- 2.1.2 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.
- 2.1.3 The Bid should be furnished in the format at **Annexure 1**, clearly indicating the bid amount in both figures and words, in Indian Rupees, and signed by the Bidder's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 2.1.4 The Bid shall consist of a Grant and a Revenue Share to be quoted by the Bidder. Grant shall be payable by the Authority to the Concessionaire and the Revenue Share shall be payable by the Concessionaire to the Authority, as the case may be, as per the terms and conditions of this RFP and the provisions of the Concession Agreement.
- 2.1.5 The Bidder may be a sole applicant (Single Entity) or a group of entities (hereinafter referred to as 'Consortium'), coming together to implement the Project. The term Bidder used hereinafter would therefore apply to both a Single Entity and a Consortium who have submitted the Bid. The Successful Bidder is the one selected by Authority to develop this Project and who has been issued LOA by the Authority. The Successful Bidder would be liable for the execution of the Project in accordance with the terms of the Concession Agreement.
- 2.1.6 In case the Successful Bidder is a Consortium, the equity holding of the Consortium Members in the Concessionaire would be as per the requirements of this RFP and the Concession Agreement.
- 2.1.7 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.8 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.9 The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for

the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.9 shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.

2.1.10 A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate 5% of the value of 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, the time, cost and effort of the Authority, including consideration of such Bidder’s Bid, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:

- (i) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of not more than 25% (twenty five per cent) of the paid up and subscribed share capital; of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is not more than 25% (Twenty five 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 section 4A of the Companies Act, 1956. For the purposes of this Clause 2.1.10, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- (ii) a constituent of such Bidder is also a constituent of another Bidder; or
- (iii) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or

Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or

- (iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (v) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others' information about, or to influence the Bid of either or each other; or
- (vi) such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

Notwithstanding anything stated herein a conflict of interest situation arising at the prequalification stage will be deemed to subsist only, as between such Applicants attracting conflict of interest provisions on account of shareholdings, submit bids under this document.

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.1.10, shall include each member of such Consortium. For purpose of this RFP Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the “**Associate**”). As used in this definition, the expression “Control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly of more than 50% (Fifty percent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, by operation of law.

2.1.11 This RFP is not transferable.

2.1.12 Any award of Concession pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.1.13 The Bidder would provide an undertaking to the Authority that EPC works of the project would be executed only by such EPC Contractors who have completed atleast one single package of atleast Rs. 200 Cr. An undertaking to this effect shall be provided by the Bidder.

2.2 Minimum Equity Requirement in case of Consortium

2.2.1 Where the Bidder is a Consortium, change in composition of the Consortium may be permitted by the Authority during the Bid Stage, only where:

- a) the Lead Member continues to be the Lead Member of the Consortium;

- b) the substitute is at least equal, in terms of Technical Capacity or Financial Capacity, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the pre-qualification and short-listing criteria for Applicants; and
 - c) the new Member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally, and is not an Applicant Member/ Associate of any other Consortium bidding for this Project.
- 2.2.2 Approval for change in the composition of a Consortium shall be at the sole discretion of the Authority and must be approved by the Authority in writing. The Bidder must submit its application for change in composition of the Consortium no later than 15 (fifteen) days prior to the Bid Due Date.
- 2.2.3 The modified/ reconstituted Consortium shall submit a revised Jt. Bidding Agreement and a Power of Attorney and other documents, substantially in the formats at Annexures provided in this RFP, prior to the Bid Due Date.
- 2.2.4 The respective holding of each Consortium Member conforms to the representation made by the Consortium and accepted by the Authority as part of the Bid and that no member of the Consortium shall hold less than 25% (twenty five per cent) of such Equity during the Construction Period;
- 2.3 Change in Ownership**
- 2.3.1 By submitting the Bid, the Bidder acknowledges that it was pre-qualified and short-listed on the basis of Technical Capacity and Financial Capacity of those of its Consortium Members who shall, until the 2nd (second) anniversary of the date of commercial operation of the Project, hold equity share capital representing not less than 25% (twenty six per cent) of the subscribed and paid-up equity of the Concessionaire. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such thereunder. For the avoidance of doubt, the provisions of this Clause 2.3.1 shall apply only when the Bidder is a Consortium.
- 2.3.2 By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with this RFP, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Successful Bidder, as the case may be. In the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close

of the Project, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise.

2.4 Cost of Bidding

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

2.5 Site visit and verification of information

2.5.1 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

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

- (a) made a complete and careful examination of the Bidding Documents;
- (b) received all relevant information requested from the Authority;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5.1 above;
- (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of

profits etc. from the Authority, or a ground for termination of the Concession Agreement by the Concessionaire

(f) acknowledged that it does not have a Conflict of Interest; and

(g) agreed to be bound by the undertakings provided by it under and in terms hereof.

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

2.6 Verification and Disqualification

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

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

(a) at any time, a material misrepresentation is made or uncovered, or

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

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

(i) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process subject to provisions of Section 3 of this RFP.

2.6.3 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the Concession thereby granted by the Authority, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet

appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Successful Bidder has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Successful Bidder or the Concessionaire, as the case may be, without the Authority being liable in any manner whatsoever to the Successful Bidder or Concessionaire In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise.

B. DOCUMENTS

2.7 Contents of RFP

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9.

Section1	Introduction
Section 2	Instructions to Bidders
Section 3	Evaluation of Bids
Section 4	Fraud and Corrupt Practices
Section 5	Pre-bid Conference
Section 6	Miscellaneous
Annexures	

2.7.1 The draft Concession Agreement provided by the Authority as part of the Bid Documents shall be deemed to be part of this RFP.

2.8 Clarifications

2.8.1 Bidders requiring any clarification on the RFP may notify the Authority in writing or by fax and e-mail in accordance with Clause 1.3. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses will be sent by fax or e-mail. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.

- 2.8.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.8.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.9 Amendment of RFP

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

C. PREPARATION AND SUBMISSION OF BIDS

2.10 Format and Signing of Bid

- 2.10.1 The Bidder would provide all the information as per this RFP. Authority reserves the right to evaluate only those Bids that are received in the required format, complete in all respects and in line with the instructions contained in this RFP.
- 2.10.2 The Bid and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.
- 2.10.3 The Bidders will submit their Technical Bids online as well as in the physical format, however the financial bid will be submitted only online subject to following conditions:
- a) The online submission shall be according to e-procurement guidelines issued by GoMP as provided in **Annexure 10**.

- b) Bidders can prepare and edit their offers number of times before final submission. Once finally submitted, Bidder cannot edit their offers submitted in any case. No written or online request in this regards shall be granted/entertained.
 - c) Bidder shall submit their offer i.e. Technical bid as well as financial bid in electronic format on the website as mentioned in the RFP.
 - d) Bid should be duly signed by the person who holds the power of attorney for this particular bid.
 - e) Financial Bid shall be submitted in the same format as provided in sample format in **Annexure 5** of the RFP.
 - f) Financial bid should not be submitted in physical form.
- 2.10.4 For Technical Bid, the Bidder shall prepare and submit one original Bid along with an additional copy.
- 2.10.5 The pages and volumes of each part of the Bid shall be clearly numbered and stamped and the contents of the Bid shall be duly indexed.
- 2.10.6 For physical submission of Technical Bids, all documents should be submitted in a hard bound form separately (hard bound implies binding between two covers through stitching or otherwise whereby it may not be possible to replace any paper without disturbing the document) (spiral bound form, loose form, etc. will be not accepted), either singularly or with several documents bound together. The Bid should not include any loose papers.
- 2.10.7 The Bid shall be typed or printed. The Bid shall be signed and each page of the Bid shall be initialed by a person or persons duly authorized to sign on behalf of the Bidder and holding the Power of Attorney.
- 2.10.8 The Bid shall contain no alterations or additions, except those to comply with instructions issued by Authority or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.
- 2.11 Sealing and Marking of Bids**
- 2.11.1 The Bidder shall seal Technical Bid in separate envelopes duly marking each envelope as **“TECHNICAL BID or QUALIFICATION BID”**. The Technical Bid shall include completely filled information in the formats attached as Annexures 1, 2A, 2B, 2C, 2D, 2E, 2F, 2G, 4A, 6, 7,8 and signed copies of this RFP including the draft Concession Agreement, all addenda, corrigenda and other applicable documents.

- 2.11.2 The Bid Security details of online submission by the bidder “**BID SECURITY**” shall be provided in separate envelope and this envelope placed inside Envelope marked “**Part I: TECHNICAL BID**”.
- 2.11.3 The Bidder shall put the above two separate envelopes in a single outer envelope and seal the envelope.
- 2.11.4 The outer envelope shall clearly bear the following identification.

“Bid for Selection of Concessionaire for Implementing Smart City Pan City Projects in Bhopal under Public Private Partnership based on Built, Own, Operate and Transfer Model”

- 2.11.5 Each Envelope shall be addressed to:

CEO, Bhopal Smart City Development Corporation Limited
Zone 14, near Tatpar petrol pump, BHEL
Govindpura, Bhopal
Madhya Pradesh- 462023

- 2.11.6 Each of the envelopes shall indicate the complete name, address, telephone number and facsimile number of the Bidder.

2.12 Bid Due Date and Time

- 2.12.1 Bids should be submitted on or before the Bid Due Date at the address provided in Clause 2.11.5 in the manner and form as detailed in this RFP.
- 2.12.2 Authority may, at its sole discretion, extend the BidDue Date by issuing an Addendum uniformly for all Bidders.

2.13 Modifications / Substitution / Withdrawal of Bids

- 2.13.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- 2.13.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.11, with the envelopes being additionally marked “**MODIFICATION**”, “**SUBSTITUTION**” or “**WITHDRAWAL**”, as appropriate.

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

2.14 LateBids

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

2.15 Rejection of Bids

2.15.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

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

2.16 Validity of Bids

2.16.1 The Bids shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

2.17 Confidentiality

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

2.18 Correspondence with the Bidder

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

D. BID SECURITY

2.19 Bid Security

2.19.1 Bids need to be accompanied by a Bid Security mentioned in the Data Sheet. The Bid Security shall be kept valid for 180 days beyond the Bid Validity period including any extensions in the Bid Validity Period inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time.

2.19.2 The Bid Security shall be in the following form:

An irrevocable Bank Guarantee issued by a Bank in favour of the Authority, as per the format set out in **Annexure 3**. Bank Guarantee issued by any Scheduled Bank will be accepted, provided it has been issued by a branch located in the State of M.P. Guarantees issued by Urban Cooperative Banks shall not be accepted.

2.19.3 Authority shall reject the Bid, which does not include the Bid Security.

2.19.4 The entire Bid Security shall be forfeited in the following cases:

- (i) If the Bidder withdraws any of its Bid within the Bid Validity Period;
- (ii) In case of a successful Bidder, if the Bidder fails:
 - (a) To furnish acceptance of the LoA within 15 days from the issue or
 - (b) To furnish Performance Security within 30 working days from the date of issue of LoA or
 - (c) To sign the Concession Agreement within 30 working days from the date of issue of LoA or
 - (d) If the Bidder is found to be involved in fraudulent practices.
- (iii) As per the provisions of the Concession Agreement

E. CONCESSION PERIOD, CONSTRUCTION PERIOD AND ESTIMATED PROJECT COST

The Concession Period, Construction Period and Estimated Project Cost (EPC) for the Project are provided in the **Data Sheet**.

3. EVALUATION OF BIDS

3.1 Opening and Evaluation of Bids

- 3.1.1 The Authority shall open the Bids at 1130 hours on the Bid Due Date, at the place specified in Clause 2.11.5 and in the presence of the Bidders who choose to attend.
- 3.1.2 The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.
- 3.1.3 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

3.2 Tests of responsiveness

- 3.2.1 Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered responsive only if:
- (a) it is received as per the formats as mentioned in this RFP;
 - (b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.12.2;
 - (c) it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.10 and 2.11;
 - (d) it is accompanied by the Bid Security as specified in Clause 2.19;
 - (e) The purchaser of the RFP document must be the Bidder itself or a Member of the Consortium submitting the Bid. The Bidder should submit a Power of Attorney as per the format enclosed at **Annexure 2A**, authorising the signatory of the Bid to commit the Bid.
 - (f) In case the Bidder is a Consortium, the members of the Consortium shall furnish a Power of Attorney in the format prescribed at **Annexure 2B** designating one of the Members, as per the Memorandum of Understanding (MoU), as their Lead Member.
 - (g) Any entity, which has been barred, by Authority and the bar subsists as on the Bid Due Date would not be eligible to submit the Bid, either individually or as Member of a Consortium. An Affidavit as per the format in **Annexure 2C** should be submitted along with the Bid.

- (h) The Bid shall be accompanied with an Anti Collusion Certificate on the letter head of the Lead Member (in case of a Consortium) or the Single Entity as the case may be substantially in the format provided at **Annexure 2D**.
- (i) The Bid shall also be accompanied with a Project Undertaking on the letter head of the Lead Member (in case of a Consortium) or the Single entity as the case may be substantially in the format provided at **Annexure 2E**.
- (j) Members of the Consortium shall submit a Memorandum of Understanding (MoU), specific to this Project, for the purpose of submitting the Bid as per format provided in **Annexure 2F**. The MoU shall be furnished on a non-judicial stamp paper of Rs. 100/- , duly attested by notary public.
- (k) The Bid should be accompanied by the Board Resolutions (in case of corporate members) and/or undertakings (in case of individual members) of the Consortium, giving authority /undertaking to enter into an MoU with other Members for submitting Bid for the Project and, if successful, to participate and undertake the Project and in case of corporate members nominating and authorising an authorised representative of the member to sign and enter into the MoU and execute Power of Attorneys for the Project. The format for the Board Resolutions / Undertaking that must be submitted as provided at **Annexure 2G**.
- (l) it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
- (m) it does not contain any condition or qualification; and
- (n) it is not non-responsive in terms hereof.

3.2.2 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

3.3 Selection of Bidder

3.3.1 Subject to the provisions of Clause 2.16.1, the Bidder whose Bid is adjudged as responsive in terms of Clause 3.2.1, the Bidder who scores the highest Final Score shall be declared as the Successful Bidder subject to fulfilment of all other provisions of this RFP.

3.3.2 The technical and financial capability of the Bidders would be assessed based on the evaluation process and minimum requirements as set by Authority as per **Annexure 4A**, to be submitted by the Bidders in formats as per **Annexure 4B Forms 1 to 10**.

3.3.3 Technical Bid is to judge the Bidder's capability and is proposed to be established by the following parameters:

- (a) **Technical capability:** The Bidder should have executed 'Eligible Projects' as provided in **Annexure 4B (Form 1 to Form 10 excluding Form 3)**.
- (b) **Financial capability:** The financial capability of the Bidder shall be evaluated in terms of criteria mentioned in **Annexure 4B - Form 3**:

3.3.4 A Bid that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one

- (i) Which affects in any substantial way the scope, quality, or performance of the Project, or
- (ii) Which limits in any substantial way or is, inconsistent with the RFP, rights of Authority or the obligations of the Bidder under the Concession Agreement, or
- (iii) Which would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

3.3.5 Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained in respect of such Bids.

3.3.6 Bidders whose Qualification Bids meet the minimum technical and financial capability requirements as set out in **Annexure 4A** shall be given Technical Score (T) based on following methodology:

$$T = (Tb/Th) \times 100,$$

where

- T is the Technical Bid Score
- Value of T shall be considered upto two decimal places
- Tb = Total technical bid marks of the bid under consideration
- Th = Highest total technical bid marks amongst all evaluated bids.

3.3.7 The Technical Score (T) shall be determined only for those Bidders who have scored minimum qualifying marks (50 Marks) in Phase I of evaluation based on minimum technical and financial capability requirements as set out in **Annexure 4A**.

3.3.8 The Bids meeting minimum qualifying marks shall be opened and evaluated in Stage II of the Evaluation Process.

3.4 Evaluation of Financial Bids (Stage II)

3.4.1 Authority will open 'FINANCIAL BID' of the Bidders, who pass the Qualification stage (Stage I) as stated, in the presence of the Bidder's authorised representatives who choose to attend.

3.4.2 Upon opening of the Financial Bid, the Bidders shall be given Financial Score based on Grant from the Authority for meeting capital investment requirements and Revenue Share with the Authority. The Bidder is expected to quote for Grant and Revenue Share in the format attached as **Annexure 5**. The Financial Score (F) shall be assigned based on following methodology:

- $F = [NR_b/NR_h] \times 100$
- $NR = R - G$, where
- NR_b is the Net Revenue Share proposed by the Bidder for bid under consideration
- NR_h is the Highest Net Revenue Share with the Authority amongst all technically qualified bids
- R is the Net Present Value of the Revenue Share with the Authority by the bid under consideration
- G is the support for capital investment in form of Grant quoted by the Bidder for bid under consideration
- For better understanding, following illustration may be referred as an example:

Bidder	Quoted Grant (Rs. Cr.) G	NPV of Revenue Share (Rs. Cr.) R	NR=R-G	F*
A	0	200	200	74.07 [(200÷270)X100]
B	15	100	85	31.48 [(85÷270)X100]
C	30	300	270	100.00 [(270÷270)X100]

“*” Bidder C has Highest Financial Score

3.5 Successful Bidder

3.5.1 Authority will determine Final Score (FS) based on scores obtained by Bidders in Stage I and II on the basis of following methodology:

$$\text{Final Score (FS)} = [80\% \times T] + [20\% \times F]$$

3.5.2 The Bid of the Bidder, who obtains the highest FS value, will be rated as the best bid and the contract will be awarded to that Bidder.

3.5.3 In the event that two or more Bidders get same Final Score (the “**Tie Bidders**”), the Bidder with highest technical score (Th) shall be identified as the Successful Bidder.

3.5.4 In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the “**first round of bidding**”), the Authority may invite the Bidder with next highest final score for consideration as Successful Bidder;

3.5.5 The Successful Bidder shall be notified on its selection in writing or by fax or email. The Successful Bidder shall also be issued Letter of Acceptance confirming its selection.

3.5.6 After selection, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by the Authority to the Successful Bidder and the Successful Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Bidder 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 Bidder as Damages on account of failure of the Successful Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

3.5.7 After acknowledgement of the LOA as aforesaid by the Successful Bidder, it shall cause the Concessionaire to execute the Concession Agreement within thirty (30) days of the issue of LOA. The Successful Bidder shall not be entitled to seek any deviation, modification or amendment in the Concession Agreement.

3.5.8 In case, the Concession Agreement does not get executed within the period mentioned in Clause 3.5.7., Authority reserves the right to take any such measure as it may deem fit including to annul the bidding process and may invite fresh Bid for the Project. In such a case the entire Bid Security submitted by the Successful Bidder shall be forfeited. However, Authority on receiving request from the Successful Bidder may at its discretion, permit extension of time for execution of the Concession Agreement.

- 3.5.9 Authority will notify other Bidders that their Bids have been unsuccessful. Bid Security of other bidders will be returned within 15 days of signing of the agreement or expiry of validity period of Bids whichever is earlier.

3.6 Contacts during Bid Evaluation

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

4. FRAUD AND CORRUPT PRACTICES

- 4.1.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise.
- 4.1.2 Without prejudice to the rights of the Authority under Clause 4.1.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Concession Agreement, or otherwise if a Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.1.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process), engaging in any manner whatsoever, whether during the Bidding

Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

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

5. PRE-BID CONFERENCE

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

6. MISCELLANEOUS

- 6.1.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in Madhya Pradesh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.1.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.1.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.

6.2 Performance Security

- a) The Concessionaire shall for due and faithful performance of its obligations shall submit a Performance Security by way of an irrevocable Bank Guarantee within 15 working days from the date of issue of LoA, for a value equivalent to sum of the following:
 - (i) one – fourth of Annual Revenue Share for corresponding year of the Concession Period,
 - (ii) Fifty percent of the Grant quoted by the Concessionaire in its Bid and committed to be paid by the Authority.

The Concessionaire shall be responsible for submission of the Performance Security fifteen (15) days prior to commencing of a particular year except the first year.

The Performance Security should be valid for a period of one year at a time and must be renewed every year as per provisions of the Concession Agreement. Such Performance Security shall be issued from any scheduled bank.

- 6.2.1 Till such time the Concessionaire provides the Performance Security, the Bid Security shall remain in full force and effect.
- 6.2.2 In case the Successful Bidder fails to submit Performance Security within the time stipulated, the Authority at its discretion may cancel the LoA placed on the Successful Bidder without giving any notice. Authority shall invoke Performance Security in case the Successful Bidder fails to discharge their contractual obligations during the period or Authority incurs any loss due to Bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.
- 6.2.3 The Performance Security should be issued by any nationalized/scheduled bank as per the format provided in the Concession Agreement.

7. ANNEXURES

1.1 Checklist for Submission of Qualification Bid

This shall consist of:

1. Annexure 1: Covering letter for Bid submission
2. Annexure 2A: Power of attorney for signing of Bid
3. Annexure 2B: Power of attorney for lead member of consortium
4. Annexure 2C: Affidavit
5. Annexure 2D: Anti-collusion certificate
6. Annexure 2E: Project undertaking
7. Annexure 2F: Memorandum of understanding (mou)
8. Annexure 2G: Board resolution for companies
9. Annexure 3: Bid security
10. Annexure 4A : Guidelines for evaluating qualification/Technical Bid
 - a. Form 1: Format for submission for providing information regarding qualification capability of the Bidder
 - b. Form 2: Eligible project details
 - c. Form 3: Financial capability of the Sole Bidder/Lead Member of the Consortium
 - d. Form 4: Proposed Solution
 - e. Form 5: Proposed Implementation Work Plan
 - f. Form 6: Composition of Deployed Team
 - g. Form 7: Curriculum Vitae of Project Manager (dedicated on-site)
 - h. Form 8: Deployment of Personnel
 - i. Form 9: Manufacturer's/Producer's Authorization From
 - j. Form 10: Declaration against Blacklisting

11. Annexure 5: Sample price bid format
12. Annexure 6: Undertaking on Service Level Compliance
13. Annexure 7: Undertaking on Exit Management and Transition
14. Annexure 8: Undertaking to open an office in Bhopal
15. Annexure 9: Project Data Sheet
16. Annexure 10: MP E-procurement Guidelines
17. Annexure 11: Project Details, Specifications and Scope of Work
18. Annexure 12: Government of the Department of Disinvestment

ANNEXURE 1

FORMAT FOR COVERING LETTER FOR BID SUBMISSION

(On the Letter head of the Bidder or Lead Member in case of a Consortium)

To

Date:

Name & Address of the Authority

**Subject: Bid Submission for Selection of Bidder for implementing Smart City Pan City
Projects in Bhopal under PPP BOOT Model**

Tender Specification No.....

Dear Sir,

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

2. I/We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided therein is true and correct: nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Concessionaire for the development, construction, operation and maintenance of the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/We acknowledge the right of the Authority to reject our Bid without assigning any reasons or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

6. I/We certify that in the last three years, we/any of the Consortium Members or our/their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We declare that:
 - (a) I/We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
 - (b) I/We do not have any conflict of interest in accordance with Clauses 2.1.10 of the RFP document; and
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for 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 Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
 - (e) the undertakings given by us along with the Application in response to the RFP for the Project are true and correct as on the date of making the Application and are also true and correct as on the Bid Due Date and I/We shall continue to abide by them.
8. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.15 of the RFP document.
9. I/We believe that we/our Consortium satisfy(s) the Net Worth criteria and meet(s) the requirements as specified in the RFP document.
10. I/We declare that we/any Member of the Consortium, or our/its Associates are not a Member of a/any other Consortium submitting a Bid for the Project.
11. I/We certify that in regard to matters other than security and integrity of the country, we/any Member of the Consortium or any of our/their Associates have not been convicted by a Court

of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

12. I/We further certify that in regard to matters relating to security and integrity of the country, we/any Member of the Consortium or any of our/their Associate have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
13. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/managers/employees.
14. I/We further certify that we are not disqualified in terms of the additional criteria specified by the Department of Disinvestment in their OM No. 6/4/2001-DD-II dated July 13, 2001, a copy of which forms part of the RFP at Annexure 12 thereof.
15. I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
16. I/We acknowledge and undertake that our Consortium was pre-qualified and short-listed on the basis of Technical Capacity and Financial Capacity of those of its Members who shall, for a period of 2(two) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the Concessionaire. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership.
17. I/We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFP. I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach of thereof and the Concession Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
18. I/We understand that the Successful Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/2013 or shall incorporate as such prior to execution of the Concession Agreement.

19. 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 in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
20. In the event of my/our being declared as the Successful Bidder, I/we agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
21. I /We have studied all the Bidding Documents carefully and also surveyed the Project highway and the traffic. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.
22. I/We offer a Bid Security of Rs. ***** (Rupees ***** only) to the Authority in accordance with the RFP Document.
23. The Bid Security in the form of a Bank Guarantee is attached.
24. The documents accompanying the Bid, as specified in Clause 2.11.1 of the RFP, have been submitted in a separate envelope and marked as “Enclosures of the Bid”.
25. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I /We shall have any claim or right of whatsoever nature if the Project/Concession is not awarded to me/us or our Bid is not opened or rejected.
26. The Premium /Grant has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, our own estimates of costs and traffic and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.
27. I/We agree and undertake to abide by all the terms and conditions of the RFP document.
28. {We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement. }
29. I/We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.

30. I/We hereby submit our Bid and offer a Premium in the form of Rs.(in words) out of **the gross revenues of the Project** as share of the Authority/require a Grant of Rs..... (Rupees.....only) (Strike out whichever is not applicable) for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.
31. (a) The EPC contractor/s who would be executing the EPC works of the project are _____, _____, _____ and it is confirmed that these contractors meet the minimum criterion set out in Clause 2.1.13 of the RFP for this project.
- (b) it is irrevocably agreed that the value of any contract for EPC works awarded shall not be less than Rs. 200 Cr..
- (c) it is also agreed that any change in the name(s) of EPC contractor(s) would be with prior consent of the Authority. We agree that Authority shall grant such permission only and only if the substitute proposed is of the required technical capability as applicable.

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

Dated this Day of..... 20__

Place:.....

Name of the Lead Member/Person

Name, Designation &Signature of the Authorised Person

ANNEXURE 2 A

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF BID

(On Non – judicial stamp paper of Rs 100 duly attested by notary public)

POWER OF ATTORNEY

Know all men by these presents, we (name and address of the registered office of the Single Entity / Lead Member) do hereby constitute, appoint and authorize Mr. / Ms. _ S/o, D/o, W/o R/o (name and address of residence) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the bid of the consortium consisting of , and (please state the name and address of the Members of the Consortium) for submitting bid for Selection of Bidder for implementing Smart City Pan City Projects in Bhopal under PPP BOOT Model (the "Project"), including signing and submission of all documents and providing information / responses to Authority, representing us in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For

(Signature)

(Name, Title and Address)

Accept

..... (Signature)

(Name, Title and Address of the Attorney)

Notes:

- To be executed by the Single Entity or the Lead Member in case of a Consortium.
- The mode of execution of Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law.
- Also, wherever required, the executant(s) should submit for verification the certified 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 executant(s).

ANNEXURE 2 B

**FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF
CONSORTIUM**

POWER OF ATTORNEY

(On Non – judicial stamp paper of Rs 100 duly attested by notary public)

Whereas the Authority has invited applications from interested parties for **Bid for Selection of Bidder for implementing Smart City Pan City Projects in Bhopal under PPP BOOT Model** called the “Project” for a specified Concession period (the “Concession Period”).

Whereas, M/s _____, M/s _____, and M/s (the respective names of the Members along with address of their registered offices) have formed a Consortium and are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Proposal (RFP), Concession Agreement and other connected documents in respect of the Project, and

Whereas, it is necessary under the RFP for the members of the Consortium to designate one of them as the Lead Member and its said employees, as with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and to appoint one of them as the Lead Member who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection with the Consortium’s bid for the Project. The Lead Member is hereby authorized to delegate the said powers to any of its employees duly approved by the Board of Directors of the Lead Member.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s _____ M/s _____, and M/s (the respective names of the Members along with address of their registered offices) do hereby designate M/s (name along with address of the registered office) being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deed or things necessary or incidental to the Consortium’s bid for the Project, including submission of Bid, participating in conference, responding to queries, submission of information / documents and generally to represent the Consortium in all its dealings with _____, any other Government Agency or any person, in connection with Project until culmination of the process of bidding and thereafter till the Concession Agreement is entered into with _____.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney, shall be deemed to have been done by us

Dated this _____ day of _____ 200_.

[Executant(s)]

(To be executed by all the members in the Consortium)

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law.
- Also wherever required, the executant(s) should submit for verification the certified documents such as resolution/ Power of attorney in favour of the person executing this Power of attorney for the designation of power hereunder on behalf of the Bidder.

ANNEXURE 2 C

**FORMAT FOR AFFIDAVIT
(To be furnished by the Bidder
In case of Consortium to be given separately by each Member)**

(On Non – judicial stamp paper duly attested by notary public)

1. I, the undersigned, do hereby certify that all the statements made and/or any information provided in our Bid are true and correct and complete in all aspects.
2. The undersigned hereby certifies that neither our firm M/s nor any of its directors/constituent partners have abandoned any work nor any contract awarded to us for such works have been terminated for reasons attributable to us, during last five years prior to the date of this application.
3. The undersigned also hereby certifies that neither our firm M/s nor any of its directors/constituent partners have been debarred by State/Central/Authority/Any other Statutory Body for any work or from bidding.
4. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested to verify this statement or regarding my(our) competence and general reputation.
5. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Authority.

Signed by an authorized Officer of the firm

Title of Officer

Name of Firm

Date

ANNEXURE 2 D

FORMAT FOR ANTI-COLLUSION CERTIFICATE

(On the letter head of the Lead Member / Single Entity)

**Ref: Bid for Selection of Bidder for implementing Smart City Pan City Projects in Bhopal
under PPP BOOT Model**

ANTI-COLLUSION CERTIFICATE

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

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

Date this..... .Day of..... 200_.

Name of the Bidder

Signature of the Authorised Person

Name of the Authorised Person

Note:

To be executed by the lead member, in case of a Consortium

ANNEXURE 2 E

FORMAT FOR PROJECT UNDERTAKING

(On the Letter head of the Single Entity/ Lead Member)

PROJECT UNDERTAKING

Date:

To:

_____ Name & Address of the Authority

Ref: Bid for Selection of Bidder for implementing Smart City Pan City Projects in Bhopal under PPP BOOT Model

We have read and understood the Request for Proposal (RFP) in respect of the captioned Project provided to us by the Authority.

We hereby agree and undertake as under:

Notwithstanding any qualifications of conditions, whether implied or otherwise, contained in our Bid we hereby represent and confirm that our Bid is unqualified and unconditional in all respects and we agree to the terms of the proposed Concession Agreement, a draft of which also forms a part of the RFP provided to us.

Dated this..... Day of.....200_

Name of the Bidder

Signature of the Authorised Person

Name of the Authorised Person

Note: To be signed by the Lead Member, in case of a Consortium, authorised to submit the bid

ANNEXURE 2 F

FORMAT FOR MEMORANDUM OF UNDERSTANDING (MoU)

<To be printed on a stamp paper and signed by authorized signatories of the Lead Bidder and Consortium Members>

This Memorandum of Understanding is made in _____ on the __ Day of __, 20 ____

By and Between

M/s _____ having its registered office at _____ (hereinafter referred to as _____) acting as the Lead Partner of the first part,

And

M/s _____ having its registered office at _____ (hereinafter referred to as _____) in the capacity of a Joint Partner of the other part

And

M/s _____ having its registered office at _____ (hereinafter referred to as _____) in the capacity of a Joint Partner of the other part

And

M/s _____ having its registered office at _____ (hereinafter referred to as _____) in the capacity of a Joint Partner of the other part

The expressions of _____ and _____ shall wherever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns and shall collectively be referred to as “the Parties” and individually as “the Party”

WHEREAS:

Bhopal Smart City Development Co. Ltd (BSCDCL) [hereinafter referred to as “Purchaser”] has invited bids for Selection of Bidder for Implementing Smart City Pan City Projects in Bhopal under PPP on BOOT model .

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

The following documents shall be deemed to form and be read and construed as an integral part of this MOU.

RFP comprising

Any corrigendum/addendum issued by Purchaser

The bid submitted on our behalf jointly by the Lead Partner

The 'Parties' have studied the documents and have agreed to participate in submitting a 'bid' jointly.

M/s _____ shall be the lead partner of the Consortium for all intents and purpose and shall represent the Consortium in its dealing with the Purchaser. For the purpose of submission of bid proposals, the parties agree to nominate _____ as the Leader duly authorized to sign and submit all documents and subsequent clarifications, if any, to the Purchaser. However M/s _____ shall not submit any such Bids, clarifications or commitments before securing the written clearance of the other partner which shall be expeditiously given by M/s _____, M/s _____ and M/s _____ to M/s _____.

The lead partner shall be authorized to incur the liabilities and receive instructions for and on behalf of any and all partners of consortium. The lead partner will be solely responsible for the entire project implementation.

The 'Parties' have resolved that the following distribution of responsibilities will be followed in the event that the Consortium Bid is accepted by BSCDCL.

Lead Partner share ___ %;

Responsibilities

--

--

--

Consortium Partner 1 share ___ %;

Responsibilities

--

--

--

Consortium Partner 2 share ___ %;

Responsibilities

--

--

--

Consortium Partner 2 share ____ %;

Responsibilities

--

--

--

Assignment and Third Parties

The parties shall co-operate throughout the entire period of this MOU on the basis of exclusivity and neither of the Parties shall make arrangement or enter into agreement either directly or indirectly with any other party or group of parties on matters relating to the Project except with prior written consent of the other party and Purchaser.

Responsibilities

All partners of the Consortium shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms,

Executive Authority

The said Consortium through its authorized representative shall receive instructions, payments from the Purchaser. The management structure for the project shall be prepared by mutual consultations to enable completion of project to quality requirements within permitted cost and time.

Guarantees and Bonds

Till the award of the work, the lead partner shall furnish bid bond and all other bonds/guarantees to the Purchaser on behalf of the Consortium which shall be legally binding on all the partners of the Consortium.

Bid Submission

Each Party shall bear its own cost and expenses for preparation and submission of the bid and all costs until conclusion of a contract with the Purchaser for the Project. Common expenses shall be shared by both the parties in the ratio of their actual participation.

Indemnity

Each party hereto agrees to indemnify the other party against its respective parts in case of breach/default of the respective party of the contract works of any liabilities sustained by the Consortium.

For the execution of the respective portions of works, the parties shall make their own arrangements to bring the required finance, plants and equipment, materials, manpower and other resources. All the payments from BSCDCL will be received by the Lead partner.

Documents and Confidentiality

Each Party shall maintain in confidence and not use for any purpose related to the Project all commercial and technical information received or generated in the course of preparation and submission of the bid.

Arbitration

Any dispute, controversy or claim arising out of or relating to this agreement shall be settled in the first instance amicably between the parties. If an amicable settlement cannot be reached as above, it will be settled by Executive Director (BSCDCL) and Executive directors decision will be final, even if the concessionaire does not agree, arbitration in accordance with the Indian Arbitration and Conciliation Act 1996 or any amendments thereof. The venue of the arbitration shall be Bhopal.

Validity

This Agreement shall remain in force till the occurrence of the earliest to occur of the following, unless by mutual consent, the Parties agree in writing to extend the validity for a further period.

The bid submitted by the Consortium is declared unsuccessful, or

Cancellation/shelving of the Project by the Purchaser for any reasons prior to award of work

Execution of detailed Consortium agreement by the parties, setting out detailed terms after award of work by the Purchaser.

This MoU is drawn in ___ number of copies with equal legal strength and status.

This MoU shall be construed under the laws of India.

Notices

Notices shall be given in writing by fax confirmed by registered mail or commercial courier to the following fax numbers and addresses:

Lead Partner

(Name & Address)

Consortium Partner 1

(Name & Address)

Consortium Partner 2

(Name & Address)

Consortium Partner 3

(Name & Address)

**IN WITNESS WHEREOF, THE PARTIES have executed this MOU the day, month and
year first before written.**

M/s _____

(Seal)

Witness

_____ (Name & Address)

_____ (Name & Address) M/s _____

(Seal)

M/s _____

(Seal)

M/s _____

(Seal)

ANNEXURE 2 G

FORMAT FOR BOARD RESOLUTION FOR COMPANIES

Format for Lead Member

“**RESOLVED THAT** approval of the Board be and is hereby granted to join the consortium with , and (name and address of the consortium members) for joint submission of bids to _____ for “**Bid for Selection of Bidder for implementing Smart City Pan City Projects in Bhopal under PPP BOOT Model** (the “Project”)”.

“**RESOLVED FURTHER THAT** the “draft” Memorandum of Understanding (“MoU) to be entered into with the consortium partners (a copy whereof duly initialled by the Chairman is tabled in the meeting) be and is hereby approved.”

“**RESOLVED FURTHER THAT** Mr. _____(name),(designation) be and is hereby authorised to enter into an MoU, on behalf of the company, with the consortium members and to sign the bidding documents on behalf of the consortium for submission of the bidding documents and execute a power of attorney in favour of the Company as Lead Member.”

Format for Members

“**RESOLVED THAT** approval of the Board be and is hereby granted to join the consortium with , and (name and address of the consortium members) for joint submission of bids to _____ for the Project.

“**RESOLVED FURTHER THAT** the “draft” Memorandum of Understanding (“MoU) to be entered into with the consortium partners (a copy whereof duly initialled by the Chairman is tabled in the meeting) be and is hereby approved.”

“**RESOLVED FURTHER THAT** Mr. _____(name),(designation)be and is hereby authorised to enter into an MoU with the consortium members and execute a power of attorney in favour of _____ to act as the Lead Member”

Format for Members

I/We _____ hereby agree to join the consortium with _____ ,and (name and address of the consortium members) for joint submission of bids to _____ for **Bid for Selection of Bidder for implementing Smart City Pan City Projects in Bhopal under PPP BOOT Model**(the “Project”).

I /We also approve the Memorandum of Understanding (“MoU) to be entered into with the consortium partners

I/We also authorise Mr. _____ (name),(designation) to enter into an MoU with the consortium members and execute a Power of Attorney in favour of __ to act as the Lead Member”

Each member of the Consortium will have to attach its Board Resolution/ Undertaking as the case may be, approving the participation in the consortium, bidding for the Project and authorizing a company official to sign the bidding documents / Power of Attorney to the Lead Member.

ANNEXURE 3

FORMAT FOR BID SECURITY

BID SECURITY

(Since, the payment has to be online, aforesaid annexure is not applicable)

1. In consideration of the (hereinafter called “Authority” which expression shall include any entity which Authority may designate for the purpose) having agreed, inter alia, to consider the bid of (hereinafter referred to the “Bidder” which expression shall include their respective successors and assigns) which will be furnished in accordance with the terms of the Request for Proposals for the Project for Selection of Bidder for implementing Smart City Pan City Projects in Bhopal under PPP BOOT Model (hereinafter called the “RFP”) in lieu of the Bidder being required to make a cash deposit, we [name of the Bank and address of the issuing branch], hereinafter called the “Bank” which expression shall include our successors and assigns, as to bind ourselves our successors and assigns do at the instance of the Bidder hereby unconditionally and irrevocably undertake to pay as primary obligor and not as surety only to Authority without protest or demand and without any proof or condition the sum of Rs.10,00,000 (ten lakhs only).
2. We, the Bank, do hereby unconditionally and irrevocably undertake to pay forthwith (and in any event within five days) the amounts due and payable under this Guarantee without any delay or demur merely on a written demand from Authority stating that the amount claimed is due by reason of the occurrence of any of the events referred to in the RFP. Any such demand made on the Bank by Authority shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, the Bank’s liability under ‘this Guarantee shall be restricted to an amount not exceeding Rs _____ (in words).
3. We, the Bank unconditionally undertake to pay to Authority any money so demanded under this Guarantee notwithstanding any dispute or disputes raised by the Bidder or any other party including in any suit or proceeding pending before any court or tribunal relating thereto or any instructions or purported instructions by the Bidder or any other party to the Bank not to pay or for any cause to withhold or defer payment to Authority under this Guarantee. The Bank’s liability under this Guarantee is irrevocable, unconditional, absolute and unequivocal. The payment so made by the Bank under this Guarantee shall be a valid discharge of the bank’s liability for payment hereunder and the Bidder shall have no claim against the Bank for making such payment.
4. We, the Bank further agree that the Guarantee herein contained shall remain in full force and effect upto and until 1700 hours on the date i.e. (hereinafter called “the End Date”). Unless a demand or claim under this Guarantee is made on the Bank by Authority in writing on or before the said End Date the Bank shall be discharged from all liability under this Guarantee thereafter unless extended in writing.
5. We, the Bank further agree that Authority shall have the fullest liberty without

the Bank's consent and without affecting in any manner the Bank's obligation hereunder to vary any of the terms and conditions of the RFP or to extend or postpone the time of performance by the Bidder or any other party from time to time or postpone for any time or from time to time any of the powers exercisable by Authority against the Bidder or any of them and to enforce or to forbear from enforcing any of the terms and conditions relating to the RFP and the Bank shall not be relieved from its liability by reason or any forbearance act or omission on the part of Authority, or any indulgence given by Authority to the Bidder or any other party or by any such matter or thing whatsoever which under the law relating to securities would, but for this provision, have the effect of so relieving the Bank.

6. To give full effect to the obligations herein contained, Authority shall be entitled to act against the Bank as primary obligor in respect of all claims subject of this Guarantee and it shall not be necessary for Authority to proceed against the Bidder or any other party before proceeding against the Bank under this Guarantee and the Guarantee herein contained shall be enforceable against the bank as principal obligor.
7. This Guarantee will not be discharged or affected in any way by the liquidation or winding up or dissolution or change of constitution or insolvency of the Bidder or of any individual member of the Bidder or any other party or any change in the legal constitution or insolvency of the Bidder or any other party or any change in the legal constitution of the Bank or Authority.
8. In case the bank delays in making payment within 15 days of invocation of the guarantee, the bank is liable to pay interest on the amount due @ Bank PLR plus 2% beyond the 15 days from the date of receipt of invocation letter by the bank.
9. We, the bank undertake not to assign or revoke this Guarantee during its currency except with the previous consent of Authority in writing.

Notwithstanding anything contained herein.

- a) Our liability under the Bank Guarantee shall not exceed ... (in word).
- b) The Bank Guarantee shall be valid upto [date], 200_.
- c) Unless acclaimed or a demand in writing is made upon us on or before __, all our liability under this guarantee shall cease.

IN WITNESS WHEREOF THE BANK HAS SET ITS HANDS HERETO ON THE DAY, MONTH AND YEAR MENTIONED HEREUNDER.

Signed and Delivered

On behalf of (Bank name)

(Signature with Date)

by the hand of Mr.....

(Name of Authorized Signatory)

[SEAL OF THE BANK]

Designation

Address of the controlling office of the issuing branch with phone number and fax number to be provided.

ANNEXURE 4A

**GUIDELINES FOR EVALUATING QUALIFICATION/TECHNICAL BID:
TECHNICAL AND FINANCIAL CAPABILITY OF THE BIDDER TO UNDERTAKE
THE PROJECT**

A. Evaluation Parameters for Qualification Requirements

1. The Qualification Requirements is to judge the Bidder’s competence and capability and will be established by the following phases:

Phase I: Pre-Qualification

(a) Step 1: Bidder’s Experience-

The Bidders experience shall be evaluated based on following parameters:

#	Prequalification Requirement	Supporting Documents to be attached
1.	Legal Entity The Sole Bidder/Lead Member/ Member of Consortium should be Indian Registered Company registered under Indian Companies Act 1956.	<ul style="list-style-type: none"> • Certificate of Incorporation from Registrar of Companies. • Articles and Memorandum of Association. • Annual Report for the last three financial years.
2.	Presence in India The Sole/Lead Bidder should have been present in India for the least 7 years carrying out business in India as on 31.03.2015	<ul style="list-style-type: none"> • Certificate of Incorporation
3.	Bidder should have delivered/or under delivery a contract at least 3 IT/Telecom services projects in that last 3 years each of value greater than 200 Crores in India or Global.	<ul style="list-style-type: none"> • Work Order/Completion Certificate/ Self certificate (duly signed by the Power of Attorney holder for signing the bid)
4.	Bidder’s Experience – Can be met by any Member in case of Consortium The Bidder should have experience of managing Services of Telecom /IT Networks in India for any service providers	
5.	Bidder should have implemented Intelligent poles project in India or Globally. Definition of intelligent poles is Telecom integrated street lights	

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#	Prequalification Requirement	Supporting Documents to be attached
6.	Parent Company experience would be considered for only 95% subsidiary or above	
	Bidder should have successfully done O&M of minimum 75,000 street lights in India.	
7.	Certifications The Bidder must possess the following certificate at the time of bidding; <ul style="list-style-type: none"> • ISO-9001:2008 • ISO 14001 	<ul style="list-style-type: none"> • ISO 9001:2008 certificate • ISO 14001 certificate
8.	IP1 License The Bidder should have IP1 license and fulfil all ISP regulatory obligations	<ul style="list-style-type: none"> • IP1 License
9.	CAT A ISP/UASL The Bidder should have CAT A ISP/UASL License	<ul style="list-style-type: none"> • CAT A ISP/UASL License
10.	Human Resources Bidder or any Member of the Consortium in India should have full time employed an average of 2000 personnel over last 3 years ending on 31st March 2015 in India. Bidder should have min full time 30 PMP certified professionals	<ul style="list-style-type: none"> • Self-Certificate on the number of personal duly signed the Power of Attorney holder for signing the bid
11.	Blacklisting Sole Bidder or any Member of the Consortium shall submit a self-declaration of not having been black listed to provide similar services to any State or Central Government Department or Ministry as on bid submission date	<ul style="list-style-type: none"> • Self-declaration duly signed by PoA holder for signing the bid

(b) **Step 2:** Financial capability shall be evaluated based on following parameters:

#	Prequalification Requirement	Supporting Documents to be attached
1.	Financial: Turnover from IT/ ITeS/Telecom Average Annual Turnover of the Sole/Lead Bidder from IT/ ITeS/Telecom from hardware, software and services during the last three financial years, i.e., 2012-2013, 2013-2014 and 2014-2015 (as per the last published audited balance sheets), should be at least Rs.2000 Cr.	<ul style="list-style-type: none"> • Audited balance sheet for the last three years
2.	Profitability The Sole/Lead Bidder should be profitable	<ul style="list-style-type: none"> • Audited balance sheet for the

#		Prequalification Requirement	Supporting Documents to be attached
		company with average annual profit greater than 100 Crores for the past three years	last three years
3.	Financial-Solvency	The Sole/Lead Bidder should provide a solvency certificate from their bankers for an amount not less than 200 Crores	<ul style="list-style-type: none"> • Solvency certificate from any scheduled bank

(c) Step 3: Availability of Human Resources

#		Prequalification Requirement	Supporting Documents to be attached
1.	Human Resources	Bidder in India should have full time employed an average of 2000 personnel over last 3 years ending on 31st March 2015 in India. Bidder should have min full time 30 PMP certified professionals	<ul style="list-style-type: none"> • Self-Certificate on the number of personal duly signed the Power of Attorney holder for signing the bid

(d) Step 4: Blacklisting

#		Prequalification Requirement	Supporting Documents to be attached
1.	Blacklisting	Sole/Lead Bidder shall submit a self-declaration of not having been black listed to provide similar services to any State or Central Government Department or Ministry as on bid submission date	<ul style="list-style-type: none"> • Self-declaration duly signed by PoA holder for signing the bid

Phase II: Presentation with Approach & Methodology with Proof of Concept/Authority Visit:

The Proof of Concept (PoC) will be evaluated along with presentation to be given by Bidders:

- a) Each shortlisted Bidder for Technical Evaluation shall demonstrate the PoC on No Cost No Commitment basis (NCNC) at a location defined by the Authority
- b) The Bidder is desired to demonstrate for complete solution as per RFP. The solution must be;
 - i. integrated and can function simultaneously
 - ii. Interface with each other on a common communication platform

- iii. can communicate back and forth with the centralized Command and Control Centre and comply to all the Scope, Requirements, Standards etc. mentioned in the RFP
- c) The Bidder is expected to demonstrate PoC in the city of Bhopal at a location indicated by Authority for minimum 3 modules where in Smart Pole module is mandatory in addition any other 2 modules. One smart pole or as required is to be brought by Bidder to the site indicated by Authority. Weightage of the modules is mentioned hereunder;
 - i. Smart Poles: 10
 - ii. Other Modules: 2.5
 - iii. The list of modules that is being considered for the Purpose of POC is as Indicated in Scope of Work.
- d) The demonstration/presentation should provide a representative solution to integrate various aspects of the project as per the scope
- e) The Bidder is expected to bear the cost of demonstrating the PoC and would also be responsible for making the demonstration in India.
- f) PoC shall be demonstrated in English.

BSCDCL may visit various project sites (national or global) to validate the project citations and implementation experience quoted by the Bidder. The Bidder is expected to bear all the expenses towards demonstration at Bidders Premises locally/globally and facilitate for the same. The visit charges including to and fro, boarding and lodging shall be to the account of Authority.

2. Based on parameters identified above, the Technical Bid will be evaluated based on specific experience of the Bidder, competence of key personnel and adequacy of the proposed approach and methodology as per the following marking matrix.

#	Evaluation Criteria	Maximum Marks Allotted
1.	Turnover	5
2.	Profitability	5
3.	Financial Solvency	5
4.	Relevant Experience	20
5.	Presentation along with Approach & Methodology	30
6.	FRS Compliance	30
7.	Human Resource	5
Total		100

- (a) The minimum technical score required to qualify is: 50 Marks. In this part, the technical bid will be analysed and evaluated and the technical bid marks (Tb) shall be assigned to each bid.
- (b) Technical Bids receiving marks greater than or equal to cut-off marks in each competency group will be eligible for consideration in the subsequent round of evaluation. If required, BSCDCL may seek specific clarifications from any or all Bidder(s) at this stage.
- (c) Evaluation Committee will evaluate the technical Bid of the Bidder with regard to the solutions offered, technology proposed, technical professional(s) and time-frame etc.
- (d) Evaluation Committee will invite the Bidder for technical presentation and discussions on the project.
- (e) Bidder is expected to depute only those officials for technical presentations who will be responsible for providing the leadership to the project.

(f) Evaluators of Technical Bids shall have no access to the Financial Bids until the technical evaluation is concluded.

(g) Detailed Marking Scheme for evaluation of Technical Bids is mentioned below:

#	Evaluation Criteria	Maximum Marks Allotted	Documents/Forms required
1	Bidder's Turnover	5	<ul style="list-style-type: none"> Audited balance sheet for the last three years Statutory Auditor Certificate
1.1	Average Annual Turnover of the Sole/Lead Bidder from IT/ ITeS/Telecom from active hardware, software and services during the last three financial years, i.e., 2012-2013, 2013-2014 and 2014-2015 (as per the last published audited balance sheets), should be at least Rs.2000 Crores. <ul style="list-style-type: none"> >= 6000 crores = 5 >= 4000 &<6000 crores = 3 >= 2000 &<4000 cores = 1 	5	
2	Profitability	5	<ul style="list-style-type: none"> Audited balance sheet for the last three years Statutory Auditor Certificate
2.1	The Sole/Lead Bidder should be profitable company with average annual profit greater than 100 Crores for the past three years <ul style="list-style-type: none"> >= 200 crores = 5 >= 150 &< 200 crores = 3 >= 100 ^ < 150 crores = 1 	5	
3	Financial Solvency	5	<ul style="list-style-type: none"> Solvency certificate from any scheduled bank to be provided
3.1	The Sole/Lead Bidder should provide a solvency certificate from their bankers for an amount not less than 200 Crores <ul style="list-style-type: none"> >= 400 crores = 5 >= 300 &< 400 crores = 3 >= 200 &< 300 cores = 1 	5	
4	Bidder's Experience	20	<ul style="list-style-type: none"> Work Order/Completion

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#	Evaluation Criteria	Maximum Marks Allotted	Documents/Forms required
4.1	Bidder should have delivered or being delivered for at least 3 IT/Telecom services projects in that last 3 years each of value greater than 200 Crores in India or Global. <ul style="list-style-type: none"> • Cumulative value \geq 1500 crores = 5 • Cumulative value \geq 1000 & $<$ 1500 crores = 3 • Cumulative value \geq 600 & $<$ 1000 cores = 1 	5	Certificate/ Self certificate (duly signed by the Power of Attorney holder for signing the bid)
4.2	The Bidder should have experience of managing Services of Telecom /IT Networks in India for any service providers <ul style="list-style-type: none"> • 2 Service Provider = 5 • 1 Service Provider = 3 	5	
4.3	Bidder should have implemented Intelligent poles project in India or Globally. Definition of intelligent poles is Telecom integrated street lights Parent Company experience would be considered for only 95% subsidiary or above. <ul style="list-style-type: none"> • $>$3 citations = 5 • $>$ 1 citation & \leq 3 citations =3 • 1 Citation = 1 	5	
4.4	Bidder should have successfully done O&M of minimum 75000 street lights in India. <ul style="list-style-type: none"> • \geq 1,45,000 = 5 • \geq 1,00,000 & $<$ 1,45,000 = 3 • \geq 75,000 & $<$ 1,00,000 = 1 	5	
5	Presentation with Approach & Methodology	30	
5.1	Technical Presentation of the overall solution including the Approach & Methodology indicating the sources of revenue and implementation schedule	15	<ul style="list-style-type: none"> • Technical Presentation with Approach & Methodology • PoC
5.2	POC: Live demo of the Proposed solution at the location preferred by BSCDCL	15	
6	FRS Compliance	30	<ul style="list-style-type: none"> • FRS Compliance Sheet
6.1	Criticality: Each module has requirement which has been classified and given score based on the following criticality:	30	

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#	Evaluation Criteria	Maximum Marks Allotted	Documents/Forms required
	<ul style="list-style-type: none"> • Vital: 3 • Essential: 2 • Desirable: 1 <p>Option Available: Bidder shall submit their response (as per the format mentioned in FRS) against the requirement and score shall be given as per the following options:</p> <ul style="list-style-type: none"> • Non-complaint: 0 marks • Compliant on Customization:1 marks • Fully compliant: 2 marks <p>Final FRS Score: FRS = [FRSb/FRSh]*30 (where FRSb is the score of bid under consideration and FRSh is the highest marks)</p> <p>Bidder to score minimum 50% marks or else the score will be reduced to 0</p>		
7	Human Resources	5	<ul style="list-style-type: none"> • Self-Certificate on the number of personal duly signed the Power of Attorney holder for signing the bid
7.1	<p>Bidder in India should have full time employed an average of 2000 personnel over last 3 years ending on 31st March 2015 in India. Further, Bidder should have min full time 30 PMP certified professionals.</p> <ul style="list-style-type: none"> • >= 2000 personnel & 50 PMP personnel: 5 • >= 1500 personnel & 40 PMP personnel: 3 • >= 750 personnel & 30 PMP personnel: 1 	5	

Annexure 4B

Form 1

FORMAT FOR SUBMISSION FOR PROVIDING INFORMATION REGARDING QUALIFICATION CAPABILITY OF THE BIDDER

Experience of the Bidder

General Information	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Project Details	
Name of Executing Agency	
Description of the project	
Scope of services	
Technologies used	
Outcomes of the project	
Other Details	
Total cost of the project	
Total cost of the services provided by the Bidder	
Duration of the project (no. of months, start date, completion date, current status)	
Other Relevant Information	
Letter from the client to indicate the successful completion of the projects	

NOTE:

1. A separate sheet should be filled for each of the Eligible Projects.
2. Role of Member would be Single Entity or in case of Consortium would be Lead Member or Member

3. Please provide Copies of Work Orders/Completion Certificate duly attested by the Authorised Signatory or Self Certificate duly signed by the authorized signatory of the company
4. The Bidder should provide the experience details of Projects undertaken by it only. Project experience of the Single Entity's parent company or its subsidiary or Consortium Members parent company or its subsidiary (who are not Members of the Consortium) will not be considered.

Form2

FINANCIAL CAPABILITY OF THE SOLE BIDDER/LEAD MEMBER

(in Rs. Cr.)

S.N.	Financial information at the end of concerned year	Year-1	Year-2	Year-3
1	Turnover			
2	Profit After Tax			

This is to certify that above information is true and correct for above mentioned Years
(name of the Applicant).

Date:

(Signature, name and designation of the authorised signatory)

Name and seal of the audit firm:

Note: This information should be extracted from the Annual Financial Statement / Balance Sheet which should be enclosed and this response sheet shall be certified by the Statutory Auditor of the Sole Bidder or Lead Member of the Consortium

Proposed Solution

Technical approach, methodology and work plan are key components of the Technical Bid. This needs to be provided for implementation of;

- (i) Smart Pole with LED street light
- (ii) WI-FI Services in 100 Hot Spots identified by BSCDCL
- (iii) Optical Fiber
- (iv) Surveillance
- (v) Environmental Sensors
- (vi) EV Charging Points
- (vii) Smart Bill Board
- (viii) SOS Application
- (ix) Mobile Application
- (x) Central command and control Centre (NOC)
- (xi) Managing the Complete Network

You are suggested to present Approach and Methodology divided into the following sections for each of the above areas:

- a) Solution Proposed
- b) Understanding of the project (how the solution proposed is relevant to the understanding)
- c) Technical Approach and Methodology

Proposed Implementation Work plan

#	Activity	Months												
		1	2	3	4	5	6	7	8	9
1														
2														
3														
4														
5														
6														
7														
8														
9														
...														
...														
...														
...														
...														

Note:

1. Indicate all main activities and drill down to sub-activities of the assignment, including delivery of reports and other benchmarks.
2. Duration of activities shall be indicated in the form of a bar chart.

Composition of Deployed Team

Name of Staff with Qualification and Experience	Area of Expertise	Position Assigned	Task Assigned	Time committed for the engagement

Curriculum Vitae (CV) of Project Manager (dedicated on-site)

General Information	
Name of the person	
Current Designation/Job Title	
Current job responsibilities	
Proposed Role in the Project	
Proposed Responsibilities in the Project	
Academic Qualifications: <ul style="list-style-type: none">• Degree• Academic institution graduated from• Year of graduation• Specialization (if any)• Key achievements and other relevant information (if any)	
Professional Certifications (if any)	
Total number of years of experience	
Number of years with the current company	
Summary of the Professional/Domain Experience	
Number of complete life cycle implementations carried out	
The names of customers (Please provide the relevant names)	

General Information

Past assignment details (For each assignment provide details regarding name of organizations worked for, designation, responsibilities, tenure)

Prior Professional Experience covering:

- Organizations worked for in the past
- Duration and dates of entry and exit
- Designation Location(s)
- Key responsibilities

Prior project experience

- Project name
- Client
- Key project features in brief
- Location of the project
- Designation
- Role
- Responsibilities and activities
- Duration of the project

Please provide only relevant projects.

Proficient in languages (Against each language listed indicate speak/read/write)

Deployment of Personnel

#	Name of Staff	Staff input in Months (in the form of a bar chart) ²													Full Time	Part Time	Total staff man-months proposed
		1	2	3	4	5	6	7	8	9	10	11	12	n			
1																	
2																	
3																	
N																	
											Total						

Note:

1. For professional staff the input should be indicated individually; for support staff it should be indicated by category
2. Months are counted from the date of signing of contract.

Manufacturers'/Producers' Authorisation Form

(This form has to be provided by the OEMs of the products proposed on its letterhead)

No.:

Date:

To:

OEM Authorisation Letter

Dear Sir:

Ref: Your RFP Ref: dated

We who are established and reputable manufacturers/producers of having factories/development facilities at (address of factory/facility) do hereby authorize M/s (Name and address of Agent) to submit a Bid, and sign the contract with you against the above Bid Invitation.

We hereby extend our full guarantee and warranty for the Solution, Products and services offered by the above firm against this Bid Invitation.

We hereby declare that we are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended and we are not the subject of legal proceedings for any of the foregoing.

We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Supplier:

- a) Such Products as the Bank may opt to purchase from the Supplier, provided, that this option shall not relieve the Supplier of any warranty obligations under the Contract; and in the event of termination of production of such Products:
 - i. advance notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and
 - ii. Following such termination, furnishing at no cost to the Bank, the blueprints, design documents, operations manuals, standards, source codes and specifications of the Products, if requested.

We duly authorize the said firm to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

Yours faithfully,

(Name)

(Name of Producers)

Note:

- This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidder in its Bid should include it.

Technical Compliance – FRS

The Client will randomly check the compliance provided by the Bidder against the functionality during PoC and in case of any discrepancy the marks will be reduced to zero for this section.

1) Smart Pole with LED Street Lights

a) *Smart LED Lights (20,000 poles)*

#.	Clause	Criticality	Compliance (Non-Compliance/ Compliant on Customization/ Fully Compliance	Remarks
1	<p>Certification CE</p> <ul style="list-style-type: none"> • Metering: EN 61326-1 • Safety: EN 60950-1 • Lighting: EN 61000 • EMC: ETSI EN 301 489-3 • Radio & RF Spectrum Efficiency: ETSI EN 300 220-1 • RoHS • R&TTE 1999/5/EC • Applicable FCC Title 47 part 15 classes <p>The wireless transmission system needs to comply with the European maximum transmission power of 10mW (+10dBm) or 500mW (+27dBm), and a receive sensibility of -110dBm IP 55 (integrated controller, IP68 for external enclosure) and RoHS approved.</p> <p>The system needs to be based on the IETF open standard.</p>	Vital		

#.	Clause	Criticality	Compliance (Non-Compliance/ Compliant on Customization/ Fully Compliance)	Remarks
2	Power: 110-256 VAC 50/60Hz.	Essential		
3	Optional backup power for external mounting: NiMh 600mAh battery (with an average 10 years expected life).	Desirable		
4	Intellectual Property: The Bidder's technology needs to own 100% of the solution's IP	Essential		
5	Low power consumption: The Luminaire Controller should consume less than 2watts.	Essential		
6	<p>Integrated in the fixture: The Luminaire Controller should be Internal mounting in the fixture. Node dimensions (Max) 110 x 77 x 36 mm (for internal mounting).</p> <p>For the non-integrated option for ad-hoc basis. Dimensions (Max) would then be: 150 x 108 x 55 mm. Operating temperature: -30°C et +70°C.</p> <p>The antenna could be integrated in the fixture (which would reduce the transmission/reception power) or external (TNC/SMA or via an RF coax cable)</p>	Vital		
7	Autonomous clock: The Luminaire Controller must store scheduled ON, OFF and stepless dimming command that it received from the Central Management Software and execute them with the light	Vital		

#.	Clause	Criticality	Compliance (Non-Compliance/ Compliant on Customization/ Fully Compliance)	Remarks
	<p>point.</p> <p>The Luminaire Controller should have an astronomical clock to define lighting schedules based on seasons. Those schedules could be defined from relative and absolute commands.</p> <p>The Luminaire Controller should manage the luminaire even in case of a network outage (i.e. the stored lighting schedule should apply even if the controller can't communicate with the Central Management System).</p>			
8	<p>Control of the luminaire and Manual override: The Luminaire Controller must be able to receive and execute real time ON/OFF (via mechanical 8A relay) and stepless dimming commands that it receives from the Central Management Software.</p> <p>The controller's schedule table should support up to 16 programmable commands, in an integrated non-volatile method.</p> <p>A local override port on the controller should be available for future use.</p>	Vital		
9	<p>Stepless dimming: The Luminaire Controller must be capable of dimming an electronic ballast or a LED driver through</p>	Vital		

#.	Clause	Criticality	Compliance (Non-Compliance/ Compliant on Customization/ Fully Compliance)	Remarks
	a DALI, an analog 1-10V dimming interface or digital 0-10VDC PWM dimming. It must be able to execute stepless dimming from 0% to 100%, by step of 1%.			
10	Communicate using a wireless mesh protocol: The Luminaire Controllers must communicate using a wireless mesh protocol. This protocol should be open, based on the 6LoWPAN standard (802.15.4), with an IPv6 addressing scheme, on the ISM band (433MHz, 868MHz and 915MHz) or any other free band	Essential		
11	Broadcast communication: The wireless mesh protocol shall support broadcast (one command to target a group of Luminaire Controllers) and unicast (one command sent to a single Luminaire Controller).	Essential		
12	Integrated in a Smart City environment: The Luminaire Controllers must integrated seamlessly in a Smart City wireless meshed network (a dedicated city-wide network to manage urban connected devices such as meters, waste bins, parking sensors, traffic lights, pollution sensors).	Vital		
13	Communication specifications: 128bit AES encryption Transmission power < 27dBm	Desirable		

#.	Clause	Criticality	Compliance (Non-Compliance/ Compliant on Customization/ Fully Compliance)	Remarks
	Full duplex communication. Radio modulation: GFSK / GMSK/ 2FSK/ MSK/ OOK/ ASK. Fully meshed wireless, self-configuration and self-healing network.			
14	Remote management: The Luminaire Controllers must be controlled and managed remotely.	Essential		
15	Seamless installation and commissioning: The Luminaire Controllers must integrated seamlessly and automatically to an existing Luminaire Controllers network. The Luminaire Controllers must communicate seamlessly and automatically with an existing gateway. The Luminaire Controllers must be able to roam between gateways for redundancy and seamless installation purposes.	Essential		
16	Communication performance: The fully meshed wireless network should support a bandwidth of up to 200Kbps.	Desirable		
17	Detect and report failures: The Luminaire Controllers must be able to detect and report alarms such as: lamp failures, ballast failure, low/high voltage, low/high current, low capacitor, flickering lamps, etc.	Desirable		
18	Measuring electrical values: The Luminaire Controllers must be able to measure mains voltage (RMS), current	Desirable		

#.	Clause	Criticality	Compliance (Non-Compliance/ Compliant on Customization/ Fully Compliance)	Remarks
	(RMS), frequency, power factor, active and reactive power, active and reactive energy; in real-time or not, with an accuracy equal or better than 2%.Integrated temperature meter. The load's electrical consumption measurement is up to 1,5kVA			
19	Measure cumulated energy consumption: The Luminaire Controller must measure and store the cumulated energy consumption.	Desirable		
20	Measure number of burning hours: The Luminaire Controllers must measure and store the number of lamp burning hours	Desirable		
21	Additional I/O port for future use: The Luminaire Controllers must have at least 2 local I/O programmable ports for future use	Desirable		
Gateway				
1	<p>Certification CE</p> <ul style="list-style-type: none"> • Metering: EN 61326-1, • Health: EN 50385 • Safety: EN 60950-1 • Lighting: EN 61000 • EMC EN 301 489-1, ETSI EN 301 489-3, ETSI EN 301 489-17 • Radio & RF Spectrum Efficiency: ETSI EN 300 220-2 v2.3.1, ETSI EN 300 328, ETSI EN 301 893 	Vital		

#.	Clause	Criticality	Compliance (Non-Compliance/ Compliant on Customization/ Fully Compliance	Remarks
	<ul style="list-style-type: none"> • RoHS • R&TTE 1999/5/EC • Applicable FCC Title 47 part 15 classes <p>The narrowband wireless transmission system needs to comply with the European maximum transmission power of 10mW (+10dBm) or 500mW (+27dBm) and a receive sensibility of -98dBm (for the 6LoWPAN 802.15.4 communication standard), as well as 500mW (+27dBm) and a receive sensibility of -119/-115/-107 dBm (for the EN 13757-4 – Wireless M-Bus).</p> <p>The broadband Wi-Fi transmission system needs to comply with the Wi-Fi power transmissions standards: 200mW (+23dBm) – 802.11 a/n/s and 100mW (+20dBm) – 802.11 b/g</p> <p>The system needs to be based on the IETF open standard. IP 40 (integrated gateway) or IP67 (for external enclosure) and RoHS approved.</p>			
2	Power: 85-256 VAC 50/60Hz.12/24 DC. POE – IEEE 802.3at – 48VDC. Power consumption: 5W max.	Desirable		
3	Number of LED Lights to be considered: 60% of light are 250W and 40% of lights are 150W. Total number of poles for			

#.	Clause	Criticality	Compliance (Non-Compliance/ Compliant on Customization/ Fully Compliance)	Remarks
	housing LED lights are 10,000.			
4	Intellectual Property: The Bidder's technology needs to own 100% of the solution's IP.	Essential		
5	<p>Environmental Dimension: 269 x 239 x 82 mm (rugged metal case) or 330 x 204 x 55 mm (anodized metal case)</p> <p>Operating temperature: -30°C et +60°C.</p> <p>Case:</p> <ol style="list-style-type: none"> 1) External mounting: IP 67, rugged metal, resistant to oils/greases/fuels, diesel, paraffin/ozone and RoHS approved. 2) Internal mounting: IP40 anodized metal. 	Desirable		
6	<p>Wireless fully meshed communication protocol The gateway should be able to communicate in broadband and narrow band networks:</p> <ol style="list-style-type: none"> 1) Narrowband networks (IPv6): The open standard 6LoWPAN (802.15.4) IPv6 should be supported on the ISM frequency band (433MHz, 868 MHz and 915MHz). 2) Broadband network (IPv4): The following standards should be supported: <ol style="list-style-type: none"> a) Wi-Fi 802.11 a/b/g/n/s standard on the 2.4GHz, 5.4GHz or 5.8GHz frequency bands 	Vital		

#.	Clause	Criticality	Compliance (Non-Compliance/ Compliant on Customization/ Fully Compliance)	Remarks
	<p>b) GSM/GPRS/EDGE/UMTS/3G on the 850/900/1800/1900 MHz frequency bands</p> <p>c) RJ-45 10/100Mb base-TX Ethernet port</p> <p>The gateway needs to communicate and route traffic between the different networks automatically and in real-time.</p>			
7	<p>Communication performance</p> <p>1) Narrowband network: The fully meshed wireless network should support a bandwidth of up to 200Kbps</p> <p>2) Broadband network: The fully meshed wireless network should support a bandwidth of up to 300Mbps.</p>	Essential		
8	<p>Broadcast communication: The wireless mesh protocol shall support broadcast (one command to target a group of Controllers/Nodes) and unicast (one command sent to a single Controller/Nodes).</p>	Essential		
9	<p>Integrated in a Smart City environment: The gateway must integrated seamlessly in a Smart City wireless meshed network (a dedicated city-wide network to manage urban connected devices such as meters, waste bins, parking sensors, traffic lights, pollution sensors).</p>	Vital		

#.	Clause	Criticality	Compliance (Non-Compliance/ Compliant on Customization/ Fully Compliance	Remarks
10	Remote management: The gateway must be controlled and managed remotely	Essential		
11	<p>Seamless installation and commissioning: The gateway must integrated seamlessly and automatically to an existing network. The gateway must communicate seamlessly and automatically with an existing gateway.</p> <p>The gateway should support the controllers/nodes roaming feature for redundancy and seamless installation purposes.</p>	Essential		
12	<p>Maximum number of nodes supported by the gateway:</p> <p>The gateway should be able to at least manage 200 nodes/controllers.</p>	Essential		
13	<p>Communication specifications:</p> <ul style="list-style-type: none"> • 256bit AES encryption for the broadband communication • 128bit AES encryption for the narrowband communication • Radio modulation: BPSK, DBPSK, QPSK, DQPSK, 16-QAM, 64-QAM, GFSK, FHSS • Full duplex communication. <p>Fully meshed wireless, self-configuration and self-healing features on the narrowband and the broadband networks</p>	Essential		

#.	Clause	Criticality	Compliance (Non-Compliance/ Compliant on Customization/ Fully Compliance	Remarks
Central Management Software				
1	Intellectual Property. The Bidder's technology needs to own 100% of the solution's IP.	Essential		
2	Multi-User Web Application Server The CMS shall be based on an open Web Application Server. Its user interface shall be 100% Web-based and accessible from any computer on the network through a Microsoft Internet Explorer, SAFARI or Chrome web browser	Vital		
3	Enterprise server The CMS shall be installed on a server that belongs to the organization/customer or to one of our local service or IT sub-contractor. Cloud-based, SaaS model or any server that is web-hosted by a Bidder of a part of the solution is not accepted.	Vital		
4	100% Web Interface Web user interfaces shall run and be supported on Microsoft Internet Explorer, SAFARI and Chrome on WINDOWS-based PC and MAC OS.	Desirable		
5	Based on open technologies The CMS must be developed with open and standardized languages including Java, XML configuration files and SQL database. It shall enable the development of additional features without the need to	Vital		

#.	Clause	Criticality	Compliance (Non-Compliance/ Compliant on Customization/ Fully Compliance)	Remarks
	acquire any development software license.			
6	Open database engine The CMS shall record all the data in a centralized SQL database and shall be compatible with MYSQL to avoid being obliged to purchase additional software license for database engine.	Vital		
7	User authentication system The CMS shall enable administrator to create, modify and delete users, passwords, groups and access controls. The CMS shall automatically close connections after X mns (configurable) of inactivity. Tiered level access and management.	Desirable		
8	Integrated CMS The CMS shall be an integrated and ready-to-use application that does not require any specific development before being deployed. The CMS should be a flexible and modular application, supporting the management of any type of Smart City services: a dedicated city-wide central management system to manage all types of urban connected devices such as meters, waste bins, parking sensors, traffic lights, pollution sensors.	Essential		

#.	Clause	Criticality	Compliance (Non-Compliance/ Compliant on Customization/ Fully Compliance	Remarks
9	<p>Support multiple types of Control Systems, i.e. Gateways The CMS shall manage and communicate with different types of network devices as listed in the previous sections (gateways, nodes)</p> <p>It should also support different heterogeneous Control Systems, including power line systems and wireless systems.</p>	Desirable		
10	<p>Network management The CMS should support and enable:</p> <ul style="list-style-type: none"> • The management of the narrowband networks • The management of the broadband networks • The management of the applications • The management of the networks configurations • The management of the data generated by the nodes and gateways (network data and user data) • The Monitoring and configuration of network objects • The management of the network links and provide link status, link quality and link reporting • Detailed broadband network reporting: wireless transmission power, TCP/IP usage, link utilization, • The management of the network as a whole, with network status and network quality <p>The CMS should provide automatically or</p>	Vital		

#.	Clause	Criticality	Compliance (Non-Compliance/ Compliant on Customization/ Fully Compliance)	Remarks
	<p>on request, the status and the related critical events of each managed objects. Those critical events could be: wireless link quality, usage of the objects, outages, battery life-time,</p>			
11	<p>CMS shall provide a user and object management system The CMS shall provide ways to create user profiles, users and access rights to web applications as well as to groups of objects.</p> <p>The CMS shall manage the objects individually or by groups of objects.</p>	Essential		
12	<p>CMS shall log all actions The CMS shall log all the actions from all the users.</p> <p>Recording Node and device history (linking network Nodes, lamps/meters, customer accounts) and keeping track of adds, moves or changes</p>	Desirable		
13	<p>CMS shall provide map-based inventory features The CMS shall enable users to group objects per geographical zone, to move objects, to delete objects and to duplicate objects on the maps.</p> <p>The CMS should display the network topology (objects, links, status) on a map, in a tree format, and other graphical views to ease the management of the network</p>	Essential		

#.	Clause	Criticality	Compliance (Non-Compliance/ Compliant on Customization/ Fully Compliance)	Remarks
14	<p>CMS shall support multiple types of objects, enable new attributes to be created and provide inventory import/export features. The CMS shall support Light Points, Segment Controllers, Sensors, Electrical Vehicle Charging Stations, Weather Stations, Energy Meters and other types of objects.</p> <p>It shall enable the import/export of the inventory in a the following formats:</p> <ul style="list-style-type: none"> • standardized CSV formatted file • ODBC and text export • Via the XML server • Via SQL queries into the database. 	Vital		
15	<p>Configuration of all the parameters of the Gateway and the nodes The CMS shall enable end-users to configure all the parameters of the Gateway and the nodes, including the IP communication parameters, astronomical clock, real time clock, schedulers, Gateway's inputs/outputs and associated scenario, etc.</p> <p>Auto-discovery of the networks' objects.</p>	Vital		
16	<p>Management and configuration of the services The CMS shall enable the management and configuration of the Smart City services, such as the street lighting, parking spaces, meters</p>	Essential		

#.	Clause	Criticality	Compliance (Non-Compliance/ Compliant on Customization/ Fully Compliance)	Remarks
17	Automatic installation process The CMS shall provide end-users with processes and tools to automatically process the installation and configuration of the Nodes.	Essential		
18	Gateways shall “PUSH” data to CMS The data logs (all data read by the Gateway on the Nodes) generated on the Gateway shall be pushed by Gateways to the CMS rather than pulled by the CMS to provide a higher scalability. The data collect process shall not require any manual operation. The data presented by the CMS (related to the network or the services) should be updated dynamically.	Vital		
19	Ready-to-use Web Reports The CMS shall provide ready-to-use web reports to analyze failures, energy consumption and lamp age. It shall provide a way to display historical values for any measured attribute of any device in the database.	Desirable		
20	Customized desktop of Web Reports and Applications The CMS shall manage access control depending on the user profile and provide the according list of web reports and applications on a web desktop. Each application shall display only the geographical zone, devices and data that the user is authorized to access.	Essential		

#.	Clause	Criticality	Compliance (Non-Compliance/ Compliant on Customization/ Fully Compliance)	Remarks
21	<p>Alarm management The CMS shall enable the administrator to create complex alarm scenario based on the data collected from the Nodes through the Gateways. Such alarms aim at sending only effective alarms to the right end-user.</p> <p>The CMS shall perform and support the following alarm features:</p> <ul style="list-style-type: none"> • Receiving/capturing successful/unsuccessful readings from any node-connected devices, at scheduled timings/intervals or on demand; • Reporting about alarms and status indicators, tamper/thefts, consumption / usage trends from node-connected devices • Identifying and reporting critical events from Nodes and devices (failures, memory capacity issues, communication link or network failures, power failures,) • Notify of events via <ul style="list-style-type: none"> ○ Email and distribution lists ○ SMS ○ The execution of a process <p>An alarm warning on the CMS</p>	Essential		
22	<p>Real-time control on maps The CMS shall enable authorized users to control, command and monitor each objects in real-time. It shall provide instantaneous (less than 20 seconds in average)</p>	Vital		

#.	Clause	Criticality	Compliance (Non-Compliance/ Compliant on Customization/ Fully Compliance)	Remarks
	<p>communication (sending commands and/or receiving data) between the nodes/controllers, the gateways and the CMS.</p> <p>Multi-level network topology hierarchy and map visualization to ease the management of the network and the services,</p>			
23	<p>Provide web service interface for 3rd party software to leverage the CMS features The CMS shall provide with XML, API and SQL access as well as a set of web service interface to enable third party authorized software to use the CMS features.</p>	Vital		
24	<p>Maximum number of managed objects The CMS should be able to support and manage an unlimited number of objects.</p>	Essential		
25	<p>Backup server and server farms The CMS should have a backup function with a live standby server and automated failover</p> <p>The CMS application and the SQL database should be able to run on different servers, if needed, to manage growth.</p> <p>The CMS application and the SQL database should be able to run on their respective server farms, if needed, to manage growth.</p>	Essential		

b) Smart Pole (Minimum 1000 Smart Poles including digital information panel)

#.	Clause	Criticality	Compliance (Non-Compliance/ Compliant on Customization/ Fully Compliance)	Remarks
1	Smart pole should able to meet city aesthetic requirement and it should visual appealing. It should easily blend-in into city light pole master plan.	Essential		
2	Maximum height requirement is up-to 12 meter. However for covering the important area the height required would be 25 meter.	Desirable		
3	It should be possible to house minimum 3-4 telecom technologies (GSM, WCDMA, LTE and Wi-Fi etc) simultaneously with minimum 2-3 sectors. It should also be possible to support future technologies such as 5G.	Vital		
4	Site passive infra (space and power) sharing among telecom operators is mandatory requirement.	Essential		
5	It should be possible to support LED luminaries from reputed OEMs as per city lighting master plan	Essential		
6	Smart pole should able to support city as well telecom standards for India such as wind speed, climate ,aesthetic etc	Essential		
7	It should be possible to support both Fiber as well Microwave connectivity for smart pole	Vital		

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#.	Clause	Criticality	Compliance (Non-Compliance/ Compliant on Customization/ Fully Compliance	Remarks
8	The maximum allowed diameter (at bottom section) is 250mm	Vital		
9	All cabling, cooling/heating etc should be via/inside the pole and it should not be visible from outside due to aesthetic and security reasons	Vital		
10	It should meet EMC requirement of telecom sites as per Indian regulations	Essential		
11	The minimum power backup requirement is 3.5 hrs for telecom equipment	Essential		
12	The structure should be free from any passive intermodulation. Passive intermodulation (PIM) value should be < -150 dBc @ 2 x 43 dBm	Vital		
13	It should be possible to provide multiple color options as asked by municipality/user as per city light pole colors	Desirable		
14	It should be possible to house radio units with integrated antenna ,MW /optical transmission unit , SMPS (AC to DC convertor) ,batteries ,controllers ,power distribution etc inside the smart pole	Vital		
15	It should be possible to house telecom equipment's from all reputed OEMs.	Essential		
16	It should be possible to provide light connection in daisy chain with separate	Vital		

#.	Clause	Criticality	Compliance (Non-Compliance/ Compliant on Customization/ Fully Compliance)	Remarks
	MCB for lighting and telecom part			
17	There should be provision to have separate connection for light as well for telecom equipment for maintenance purpose.	Essential		
18	The camouflaging material for covering the antenna /RF equipment's should be hard material with a minimum life of 10 years	Essential		
19	The paint material (to cover the RF section) should complied to RF /Telecom requirements	Vital		
20	It should be possible to color the complete body (including RF equipment camouflaging) by any paint color	Essential		
21	The camouflaging material (to cover RF equipment's) should have RF transparency with maximum 0.5db of attenuation covering all the radio frequency bands available in India	Vital		
22	The cooling/heating equipment's to cool /heat telecom equipment should be integral part of smart pole Maximum allowable limit for cooling equipment is 100W for cooling solution, efforts should be made to reduce the power consumption as much as possible.	Vital		

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#.	Clause	Criticality	Compliance (Non-Compliance/ Compliant on Customization/ Fully Compliance)	Remarks
23	The smart pole structure should be IP67 up-to 1 meter height from reference ground level.	Vital		
24	There should be suitable mounting options for Radio /Antenna unit mounting	Essential		
25	Hanging of telecom equipment's boxes at bottom level (outside of structure) is not allowed	Vital		
26	It should be possible to support other societal/smart city applications such as surveillance camera , Wi-Fi by smart telecom light pole	Essential		
27	The camera when procured should be integrated inside the light arm and should have feature of night vision	Vital		
28	The ambient temperature requirement is 0-50 deg	Essential		
29	The overall power budget for smart pole should not exceed 2KW (telecom + lights)	Desirable		
30	It should be possible to support 1 light arm/2 light arm option by smart pole	Essential		
31	Underground space (2x2x1M , WxDxH max) should be used for telecom equipment's with suitable telecom grade enclosure box with IP67 protection, size	Vital		

#.	Clause	Criticality	Compliance (Non-Compliance/ Compliant on Customization/ Fully Compliance)	Remarks
	of box not more than 1600x1200x700mm (WxDxH)			
32	The smart pole should be preventive maintenance free for minimum 2 years.	Essential		
33	The minimum life requirement of above smart pole structure is 15 years (metal parts)	Vital		
34	The Bidder should not use any banned /restricted material as per Indian regulations	Essential		
35	Pole hat mounting should have suitable option for GPS antenna, small MW antenna (up-to 0.3m diameter).	Essential		
36	The smart pole should support Environmental sensors	Desirable		
37.	For putting the advertisement on Smart poles and all other electric poles bidder shall require to refer Hoarding policy (UADD/BMC/MPMKVVCL)	Vital		

2) Wi-Fi services in 100 hotspots identified by BSCDCL (Minimum of 1000 Access points)

#.	Clause	Criticality	Compliance (Non-Compliance/ Compliant on Customization/ Fully Compliance)	Remarks
1	Fully redundant cloud based AAA services to be provided (with OTP/ Password), to support Retail and campus network topologies	Vital		
2	Full AAA to AAA integration (Radius/Diameter) required to enable international roaming with Wi-Fi operators.	Vital		
3	Full web based real time NMS system to monitor services working	Essential		
4	Full capability for EAP/SIM, EAP/AKA etc. Mobile Data Offload to be done with Mobile Operators.	Essential		
5	In built NMS to monitor all the network & IT infrastructure against availability, usability & performance	Desirable		
6	To allow BSCDCL to download/ view performance of services utilised by subscribers with key information of Username, MAC, IP, Location, Duration, Upload/ Download & Disconnection reason	Vital		
7	Multiple templates for Captive Portal which will be selectable by venue owners to customise	Essential		

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#.	Clause	Criticality	Compliance (Non-Compliance/ Compliant on Customization/ Fully Compliance)	Remarks
8	Multiple payment gateway integration required so subscribers can make the payments using online/ offline mode, including prepaid mobile balance & wallet applications	Vital		
9	Advertising platform integration -AAA to support advertisements from multiple parties	Vital		
10	IOS & Android Applications to be given for seamless connectivity to network – auto detect/auto login	Vital		
11	High speed micro-caching solution integrated to Wi-Fi network to deliver entertainment and content with zero broadband cost to user	Vital		
12	The content delivery solution should not use internet bandwidth and support minimum of 500 Movies and 1000 songs and provide web/app based interface to download the content with seamless integration with the deployed Wi-Fi Network	Vital		
13	Bidder should share usage data analytics from all monetization across all SSID's with BSCDCL on a monthly basis	Vital		
14	Bidder shall offer multiple monetizing of Wi-Fi Services such as: a) Online advertising	Essential		

#.	Clause	Criticality	Compliance (Non-Compliance/ Compliant on Customization/ Fully Compliance)	Remarks
	<ul style="list-style-type: none"> b) Partnership with content developers c) Video sponsorships including high speed downloads (1Gb data in less than 5 minutes) d) Wi-Fi sponsorships e) Mobile data offloading for National and/or International Operators (including iPass, Boingo, Aicent, Comfone etc.) that meet commercial terms. f) Exciting Premium Service offers such as hourly package, monthly package, half yearly packages, family packages etc. g) Other ways to monetize Wi-Fi Service h) Neutral Hosting: Bidder should allow any service provider to provide Wi-Fi service by providing SSID at a pre-define rate in a non-prohibitory manner (till 16 SSID) 			
15	International Roaming Experience: The Bidder shall have tie-ups with the international roaming Wi-Fi Service provider such as iPass, Boingo, Aicent and Comfone etc.	Vital		
16	1 SSID for e-governance is mandatory	Vital		
17	Bidder should be able to provide minimum 6 SSID for operator data offload, and can be monetized by Bidder at his discretion and at rates which the Bidder deems fit	Desirable		

#.	Clause	Criticality	Compliance (Non-Compliance/ Compliant on Customization/ Fully Compliance)	Remarks
18	Bidder shall supply a Connection Manager App (Android & iOS) which the Govt. can distribute to subscribers.	Vital		
19	<p>Service 1 – Complimentary Service (Free)</p> <p>Passenger will receive free Wi-fi for 20 minutes with maximum download limit of 50 MB per day and an aggregate limit of 200 MB per month. In this Service, the passenger can browse the Internet, social media sites, download text documents and answer emails. The passenger shall not be able to stream/download any video, audio or any high end application. The speed of surfing shall be restricted upto 1 Mbps. The Bidder shall insert advertisement (s) of a maximum duration of 20 seconds per 10 minute of browsing. The secured Wi-Fi service shall be low speed of upto 1Mbps, user-friendly, easily accessible and provide customer service support.</p>	Essential		
20	<p>Service 2 – Premium Service (Paid)</p> <p>Passenger can avail the Premium Service based on the Wi-Fi Premium service plan. In this service, the passengers can browse the internet, respond to emails as well as download emails, documents, music, movies, any high-speed application and play movie or song</p>	Essential		

#.	Clause	Criticality	Compliance (Non-Compliance/ Compliant on Customization/ Fully Compliance)	Remarks
	without buffering and advertisement. The payment for the plan shall be done online as well as via physical coupons. The speed of surfing shall be 10 mbps. The secure Wi-Fi service shall be high speed, user- friendly, easily accessible and shall provide customer service support			
21	<p>The Bidder shall also provide the following services:</p> <ul style="list-style-type: none"> i. Bidder shall authenticate the passenger before logging-in at Wi-Fi Services as per present regulatory guidelines. ii. Bidder shall provide the secured pathway for accessing the Wi-Fi. iii. No malicious contents shall be allowed at Wi-Fi network. iv. Bidder shall follow the guidelines for providing the public v. Wi-Fi Service given by government. vi. Bidder should cover minimum 100 Hotspots by providing at-least 1000 Access points (80/20) IP65 outdoor etc 	Essential		
22	Bidder would be responsible for providing backhaul and internet bandwidth	Essential		
23	BSCDCL will be responsible only for providing ROW, space and power for	Essential		

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#.	Clause	Criticality	Compliance (Non-Compliance/ Compliant on Customization/ Fully Compliance)	Remarks
	deployment			

3) Optical Fibre (Min 200 kms)

#.	Clause	Criticality	Compliance (Non-Compliance/ Compliant on Customization/ Fully Compliance)	Remarks
1	OFC being supplied for the project will adhere to ITU-T G.655 standards for Non-zero dispersion shifted Metal-free unarmoured optical fiber cable conforming to TEC specification GR/OFC-07/02. Jul 2007 or latest and the raw material used in its manufacture will conform to TEC Specification TEC/GR/TX/ORM 01/04 Sep 09 or latest.	Vital		
2	Technical Specifications of HDPE Pipe. The HDPE pipe will conform to TEC specification GR/CDS - 08/02 Nov 2004 and latest amendments thereof or better. The HDPE pipe used will be of 40 mm outer diameter with minimum wall thickness of 3.5 mm.	Essential		
3	100% of the network shall be built underground through an appropriate methodology which is non-disruptive, quick to deploy and does not disturb the existing electrical and other cabling installed in the median...	Vital		
4	Alternate methods like Open Trenching/Aerial Cabling/Moiling/Wall Installations etc. shall be allowed only in exceptional cases like bridges, flyovers, subways, crossings, water bodies, or any	Essential		

#.	Clause	Criticality	Compliance (Non-Compliance/ Compliant on Customization/ Fully Compliance)	Remarks
	location where underground drilling is not possible. Approvals shall be issued by the highest levels of the governing board for these exception requests.			
5	Manholes (MH) and Hand Holes (HH) shall be installed at every alternate interval of 250 Meters.	Vital		
6	All the MH and HH shall be pre-fabricated types.	Essential		
7	A minimum of 1 Duct shall be installed on all routes. In cases, where more number of ducts are required based upon the commercial prospects, exceptional decisions shall be taken at the time of the occurrence of the event.	Essential		
8	In cases of bridge/flyover/culvert etc. crossings, GI Pipes of 200mm Diameter shall only be used.	Vital		
9	Electronic Route Markers (ERM) shall be installed in each MH/HH for robust records and location detections.	Vital		
10	For exceptional cases of Open Trenching, minimum depth shall be 0.3 m to 0.5m in median of the street. All the ducts shall be encased in a DWC Pipe of 200mm Outer Diameter.	Vital		

#.	Clause	Criticality	Compliance (Non-Compliance/ Compliant on Customization/ Fully Compliance)	Remarks
11	For exceptional cased of Aerial Cabling, 48F ADSS cable shall only be used. Distance between poles shall not be more than 50-60 meters and height of installation shall not be less than 5 meters.	Vital		
Operation & Maintenance				
12	Periodic maintenance of ducts/Joint Closures (JC)/MH/HH shall be carried out to ensure the upkeep of the buried asset at all times.	Essential		
13	Fault Repair Teams (FRTs) shall be deployed at every 30-40 KMs of the route length on round the clock basis.	Vital		
14	Patrollers shall be deployed at every 30 KM interval on 12 hours day time shift basis.	Vital		
15	KPIs; <ul style="list-style-type: none"> • 5% FTs < 2 Hours • 15% FTs < 4 Hours • 60% FTs < 8 Hours • 15% FTs < 48 Hours • 5% FTs > 48 Hours 	Vital		

4) Environmental Sensors (Min 100 Nos)

#.	Clause	Criticality	Compliance (Non-Compliance/ Compliant on Customization/ Fully Compliance)	Remarks
1	Environmental sensor should be able to measure Air pressure	Vital		
2	Environmental sensor should be able to measure Humidity	Vital		
3	Environmental sensor should be able to measure temperature	Vital		
4	Environmental sensor should be able to measure Gas	Vital		
5	The sensors should provide dual feed, 1 for local display and one for centralized command and control display	Vital		
6	It should be possible to store the data from sensors, in a hard disk or computer at command and control center	Essential		

5) Electronic Vehicle Charging (Min 50 Nos)

#.	Clause	Criticality	Compliance (Non-Compliance/ Compliant on Customization/ Fully Compliance)	Remarks
1	EV Charging station ports should be able to supply upto 7.2kW	Essential		
2	There should be no need for drivers to coil up the cord and should have the self-retracting cord management system, ensuring that the cord is always off the ground when not in use	Vital		
3	It should be Pole mounted	Essential		
4	It should be rugged and should be of vandal proof construction	Essential		
5	It should have dual charging port	Essential		
6	It should have fast charging upto 30 mins	Vital		
7	It should support input voltage of 200-280V	Essential		
8	Output DC voltage 32V	Vital		
9	It should have LCD Display, daylight readable	Essential		
10	It should have minimum 640x480 resolution	Essential		

#.	Clause	Criticality	Compliance (Non-Compliance/ Compliant on Customization/ Fully Compliance)	Remarks
11	It should support 3 languages(English, Hindi, Local language)	Essential		
12	It should support real time energy management	Vital		
13	It should have RFID Card Reader	Vital		
14	It should support payments via e wallet, Debit card, Credit card and vouchers	Vital		

6) Smart Billboard (Min 700 Nos)

#.	Clause	Criticality	Compliance (Non-Compliance/ Compliant on Customization/ Fully Compliance)	Remarks
1	Smart Billboard should be able to house small cell or limited macro main remote telecom sites and site build solution with space for all necessary equipment and functions that radio sites in mobile networks require. This should be self-contained, multi-application intelligent site that is aesthetically unique and functionally viable.	Vital		
2	Height of smart billboard should be of 9-10 mtr height	Essential		
3	It should provide Space for telecom equipment, should be able to support 2G, 3G, LTE, Wi-Fi, 5G etc.	Vital		
4	It should have ability to house power plant and battery	Essential		
5	It should have provision for incoming power input cables and fiber connectivity	Essential		
6	It can be Floor or Ground Mounted	Essential		
7	It should be Vandal Proof	Essential		

#.	Clause	Criticality	Compliance (Non-Compliance/ Compliant on Customization/ Fully Compliance	Remarks
8	It should have display of minimum 60 inch.	Essential		
10	It should be Aesthetical & Camouflaged finish with respect to environment	Vital		

7) Advertisement Panel Billboard-Conventional Advertisement Panel (for Covering Minimum of 19000 Poles of 20000 Nos)

#.	Clause	Criticality	Compliance (Non Compliance/ Compliance on Customization. Fully Compliant)	Remarks
1	Bidders are required to provide conventional advertisement panel	Vital		
2	The Dimension of these panels shall be minimum of 4 feet Vertical x 3 feet Horizontal or vice versa and should be able to sustain high wind speed	Vital		
3	The total media available on each pole shall not be less than 24 sq feet	Vital		
4	The material used for these panels shall be galvanized iron and shall not be less than 1 Inch	Vital		
5	These panels should improve the aesthetics of the city	Essential		

8) Central Command and Control Centre (Video Wall) - 2x 2 Cubes -01 No

#.	Clause	Criticality	Compliance (Non-Compliance/ Compliant on Customization/ Fully Compliance	Remarks
1	<p>Bidders are required to provide application software for managing and controlling the LED lights through a controller from a centralized location located in the NOC. The location for Centralized command and control center shall be provided by BSCDCL.</p> <p>Only the necessary EMS for monitoring the LED street lights needs to be provided as part of this Project.</p>	Vital		
2	<p>The Bidder shall provide a video projection system based on modular DLP (Digital Light Processing) based high resolution LED based rear projection technology. The VPS will be used to project displays of feed from Cameras Camouflaged in the smart poles. The VPS shall also be able to display Video signals</p>	Essential		

#.	Clause	Criticality	Compliance (Non-Compliance/ Compliant on Customization/ Fully Compliance	Remarks
	(CCTV/DTH) and other Laptop Computer Feeds. The VPS shall enable users to display inputs from multiple sources/applications simultaneously in freely resizable and repositionable windows on entire display area to enable effective collaboration and faster decision making. The Bidder shall supply all necessary hardware and software, including panel, multiscreen drivers, adapters and memory to seamlessly integrate the video projection system with the user interface requirements described in the specification.			
3	The video projection systems shall be rear projection systems and shall be complete with all projection modules, supporting structures, cooling system and cabling. Design & installation of the video projection systems shall be coordinated with the Employer during project implementation. The VPS controller shall have SNTP Clients for synchronizing its	Essential		

#.	Clause	Criticality	Compliance (Non-Compliance/ Compliant on Customization/ Fully Compliance	Remarks
	time. A panel matching with VPS panel shall be supplied for installation of VPS Controller as well as Time and Frequency Display System.			
4	<p>The requirements for each modular VPS wall are as follows:</p> <ul style="list-style-type: none"> • Video Projection System (VPS), -70" LED Lit, Full HD resolution with 4 nos. Projection modules along with installation service - Module 2x2 • The screens shall be capable of displaying full resolution of the source. • The configuration of the VPS wall (no. of cubes and size of each cube) is defined in the Bill of Quantity. The height of VPS above the ground level shall be decided during detailed engineering based on the layout of the control room and available clear height • The VPS wall should be rugged in nature and shall be designed for 24X7 	Essential		

#.	Clause	Criticality	Compliance (Non-Compliance/ Compliant on Customization/ Fully Compliance	Remarks
	operational environments Necessary cooling arrangement for VPS shall be provided with the VPS VPS. The air-conditioned environment in the Control room shall be provided by the BSCDCL			
5	The VPS shall be designed to prevent dust ingress.	Essential		
6	VPS wall Management Software shall be provided	Essential		
7	The Bidder shall provide a video projection system based on modular DLP (Digital Light Processing) based high resolution LED based rear projection technology. The VPS will be used to project displays of feed from Cameras Camouflaged in the smart poles. The VPS shall also be able to display Video signals (CCTV/DTH) and other Laptop Computer Feeds. The VPS shall enable users to display inputs from multiple sources/applications simultaneously in freely	Essential		

#.	Clause	Criticality	Compliance (Non-Compliance/ Compliant on Customization/ Fully Compliance	Remarks
	resizable and repositionable windows on entire display area to enable effective collaboration and faster decision making. The Bidder shall supply all necessary hardware and software, including panel, multiscreen drivers, adapters and memory to seamlessly integrate the video projection system with the user interface requirements described in the specification.			

9) Surveillance Camera (Min 100 Nos)

#.	Clause	Criticality	Compliance (Non-Compliance/ Compliant on Customization/ Fully Compliance)	Remarks
1	All the cameras proposed shall support Smart coding Technology i.e. Group of Pictures (GOP) control function removes unnecessary information from the frame for realizing efficient encoding, Multi process Noise Reduction and FDF(Frequency Divided Filter) etc. to reduce the network bandwidth and the disk space of recorder.	Vital		
2	The camera shall be able to setup and stream out atleast four (4) stream of H.264 High profiles simultaneously. Each stream profile can has its own compression, resolution, frame rate and quality independently.	Essential		
3	The camera shall have Wide Dynamic Range of 133 dB or better	Essential		
4	The camera shall have Image Cropping (4 Areas) and Picture in Picture Function	Essential		
5	The camera shall have minimum 8 Region of Interest Areas to retain higher image quality while the excluded area will have a decreased image quality, which enables to use lower image file size and bit rate	Desirable		
6	The PTZ Camera shall have Wide Dynamic Range of 105dB or Better	Essential		

#.	Clause	Criticality	Compliance (Non-Compliance/ Compliant on Customization/ Fully Compliance)	Remarks
7	The PTZ camera shall have Tilt Range of -15° to 195° or better with 360° continuous Panning	Essential		
8	PTZ Camera shall have Rain Wash Coating, Fog and Sandstorm compensation	Essential		
9	The camera shall have Full duplex bi-directional audio allows interactive communication between camera site and monitoring site and 3 alarm Inputs.	Essential		

10) Mobile & SoS Application

#.	Clause	Criticality	Compliance (Non-Compliance/ Compliant on Customization/ Fully Compliance)	Remarks
1	Viewing and paying utility bills Gas, Water, Electricity etc	Vital		
2	View complaint status	Vital		
3	Filing of RTI	Essential		
4	Submitting Citizen Grievances	Vital		
5	Provision of eMandi (market rates of pulses etc)	Essential		
6	Payment for traffic challans	Vital		
7	About Bhopal City	Desirable		
8	Finding nearest police station, fire station, post office etc	Vital		
9	Information about Birth/Death certificate, ration card, voter id etc	Desirable		
10	Online forms	Desirable		
11	Government tenders	Desirable		
12	Government Job Opportunities	Essential		
13	Citizen Facilities	Vital		

Request for Proposal for Selection of Concessionaire for Smart City Pan City Project in Bhopal under PPP

#.	Clause	Criticality	Compliance (Non-Compliance/ Compliant on Customization/ Fully Compliance	Remarks
14	Information about Elected and Admin wing	Desirable		
15	Pollution details	Essential		
16	SoS toolkit	Vital		
17	Online Medical Services	Vital		

ANNEXURE 5

Sample Price Bid Format for Reference Purposes

Bidder need to fill the price in the following format;

1. Grant (Gb) required from BSCDCL:

Bidder need to fill the Grant sought from BSCDCL in the following table;

Grant	Amount (in figures and words)

1.1. Bill of Quantity (BoQ) for the Grant:

Following is the minimum BoQ requirement for the project implementation. The total BoQ cost should match with the aforementioned Grant sought from BSCDCL

S. No	Item	Unit of Measurement	Minimum Qty	Unit Price (INR)	Total Price (without tax) (INR)	Taxes, Duties as applicable	Total Price	Remarks
1	Camera	No.	50					Please note the quantities indicated
2	Industrial grade 10/100 MBPS 8 Port POE Switch with 2 SFP Combo	No.	50					

Request for Proposal for Selection of Concessionaire for Smart City Pan City Project in Bhopal under PPP

S. No	Item	Unit of Measurement	Minimum Qty	Unit Price (INR)	Total Price (without tax) (INR)	Taxes, Duties as applicable	Total Price	Remarks
3	Field Aggregation switch	No.	10					in Row 1 to 7 may not be installed at one go and it is only a minimum indicative number. Bidders are required to quote as per actual requirement
4	Mobile Application	Software	1					
5	Fibre	Kms	500					
6	Environmental Sensors	No.	50					
Command and Control Centre								

S. No	Item	Unit of Measurement	Minimum Qty	Unit Price (INR)	Total Price (without tax) (INR)	Taxes, Duties as applicable	Total Price	Remarks
7	VMS for the number cameras as indicated in Ser No 1	No.	1					
8	IT infrastructure (Server and Storage as required for Ser No 7)	As required						
9	Router	No.	2					
10	Switches	No.	2					
11	Firewall	No.	2					
12	19 inch rack-42 U Rack	No.	1					
13	Video Wall (2x 2 Cubes)	No.	1					
14	Installation and commissioning of above		Lumpsum					
	Total BoQ Cost inclusive of all Taxes and Duties for Serial No1 to 14							

2. Revenue from the project

Revenue (INR)	Year														
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Revenue generated by the Bidder															
Quoted Revenue Share															
Revenue Share for the Authority															
NPV															
Total Revenue Share with BSCDCL over Concession Period															

Note:

- The amount should be INR
- The rate of discounting factor shall be 10% for determination of NPV
- The prices quoted should be in Indian Rupees

ANNEXURE 6

Undertaking on Service Level Compliance

No.

Date:

To,

<insert name and address>

Dear Sir,

Subject: Undertaking on Service Level Compliance

1. I/We as Bidder do hereby undertake that we shall monitor, maintain, and comply with the service levels stated in the RFP to provide quality service to BSCDCL

Yours faithfully,

(Signature of the Authorized signatory of the Bidding Organisation)

Name :

Designation :

Date :

Time :

Seal :

Business Address :

ANNEXURE 7

Undertaking on Exit Management and Transition

No.

Date:

To,

<insert name and address>

Dear Sir,

Subject: Undertaking on Exit Management and Transition

1. I/We hereby undertake that at the time of completion of our engagement with the Department, either at the End of Contract or termination of Contract before planned Contract Period for any reason, we shall successfully carry out the exit management and transition of this Project to the BSCDCL or to an agency identified by BSCDCL to the satisfaction of the Department. I/We further undertake to complete the following as part of the Exit management and transition:
 - a) We undertake to complete the updation of all Project documents and other artefacts and handover the same to BSCDCL before transition.
 - b) We undertake to design standard operating procedures to manage system (including application and IT systems), document the same and train BSCDCL personnel on the same.
 - c) If Department decides to take over the operations and maintenance of the Project on its own or identifies or selects any other agency for providing operations & maintenance services on this Project, then we shall provide necessary handholding and transition support, which shall include but not be limited to, conducting detailed walkthrough and demonstrations for the IT Infrastructure, handing over all relevant documentation, addressing the queries/clarifications of the new agency with respect to the working/performance levels of the infrastructure, conducting Training sessions etc.
2. I/We also understand that the Exit management and transition will be considered complete on the basis of approval from BSCDCL.

Yours faithfully,

(Signature of the Authorized signatory of the Bidding Organisation)

Name :

Designation :

Date :

Time :

Seal :

Business Address :

ANNEXURE 8

Undertaking to open an office in Bhopal

To,

<insert name and address>

Ref: “Selection of Bidder for implementing Smart City Pan City Projects in Bhopal under PPP BOOT model”.

Bid Reference No:

Sub: Undertaking to Open an Office in Bhopal

Dear Sir,

We hereby undertake that:

We are willing to open an office in Bhopal within 1 month in case we are declared successful in the bidding process.

We have carefully read and understood the entire tender document. We do agree to all the terms and conditions mentioned in the RFP.

Yours faithfully,

Signature:

Name:

Designation:

Address:

Date:

Company Seal

ANNEXURE 9

Data Sheet

Name of the Project:	Selection of Bidder for implementing Smart City Pan City Projects in Bhopal under PPP BOOT model
Construction Period:	1 year
Concession Period:	15 years
Performance Security:	-
Language:	English
Currency:	Indian Rupees
Bid Security:	Bid Security of amount INR 10, 00, 000/- (Ten lakhs Only) through online payment.
Tender Document Fee	Tender fee of amount INR 20,000 (Rupees Twenty Thousand Only) in the form of online payment.
Method of selection	The method of selection of the Bidder shall be quality cum cost with 90:10 weightages for technical and financial score. Financial bids of only those Bidders would be opened who qualify the minimum technical score as laid out in this tender

ANNEXURE 10

MP E-procurement guidelines

ANNEXURE 11

Project Background, Project Objective, Project Description, Specifications and Scope of Work

1. Project Background

City of Bhopal participated in the Smart City Challenge (Phase 1) and is one of the 20 shortlisted cities by MoUD for implementing Smart City projects. Bhopal is also one of the 3 cities selected from Madhya Pradesh.

The selected Smart City Proposal (SCP) is to leverage the available resources and focus on larger development amounting to large share of public investment for smart implementing smart solutions.

The SCP has a compelling three pronged vision of improving public life through quantum jump in quality of services, simplifying governance and aligning incentives of city functionaries. The idea is to:

- i. Maximize reuse of existing infrastructure (ICT/non ICT)
- ii. Creating a backbone for smarter initiatives in the future.
- iii. Modernize service delivery.

The vision is to Transforming Bhopal, a City of Lakes, Tradition and Heritage into a leading destination for Smart, Connected and Eco Friendly communities focused on Education, Research, Entrepreneurship and Tourism.

The themes and opportunities emerging from above vision include:

i. Advancing Potential for Industry and Business

- Bhopal has a mature industrial base with Govindpura Industrial Area housing around 1200 Micro Small and Medium Enterprises (MSME). The Industrial areas of BHEL, Govindpura and Mandideep collectively accounted 36% of the Bhopal's GDP.
- To illustrate, Electrical Machinery and Transport equipment together account for the largest investment employing around 8400 people. Metal based production (is second largest employing around 907 people in the last few years.
- Existing potential for Employment, Industrial Growth and Business Development needs is leveraged through SCP. Several factors in the Economy contribute to one another and promise to create an environment of greater economic growth. This can be an advantage in a scenario where the Country as a whole is facing a challenge of jobless growth.

ii. Leveraging Educational Hub

- High literacy rate (85%) of Bhopal, which is the 3rd largest in Madhya Pradesh complements the situation. Added advantage of having over 1300 schools and colleges in the City can help in creating a knowledge base which is a pre-requisite for any expanding economy. With proper training and skilling of the youth relevant to economy of the area, the demand supply gap in the employment market can be bridged gradually.
- Additionally, Bhopal has a pool of over 10,000 retired people (Age group of 60-70) who are trained in the area of Power equipment. This human capital could be effectively utilized for their Engineering expertise.

iii. Creating Opportunities for Small Business

- Old City is home to several artisans involved in producing handicrafts like Zardozis, Batuas and Jute items. Such small scale business can be promoted by providing a platform to market local products in markets beyond Bhopal.
- This involves use of ICT for promotion, entrepreneurship training of artisans and also through setting up information dissemination systems catering to their purpose.
- Considering, there is a scope for generating both Skilled and Unskilled Employment, the City plans to increase consumption capacity subsequently leading to more demand and higher production.

iv. Tourism Promotion

- In the last decade, Bhopal has witnessed a splurge in Tourists with the yearly inflow crossing 10.80 lakhs (Domestic & Foreign) which was the highest in Madhya Pradesh. About 98.91% of Tourists visiting Bhopal are domestic.
- This along with the advantage of being the 3rd Greenest City in the country with low pollution levels reiterates the focus of Tourism in the overall economic development.

All the above activities will align with smart city goals and improve livability and sustainability in the area and can be measured by:

- Increase in availability of jobs, services and retail
- Increase in disposable income, recreation and leisure time
- Availability of affordable housing and diversity of housing types in the city
- Improvement in air quality, water quality, parks and open spaces

- Availability of multi-modal connected networks, increased mobility, safety, streetscape attractiveness
- Reasonable and reliable transport
- Equitable distribution of amenities
- Improvement in sanitation with regular SW collection (residential) and treatment
- Opportunities for direct citizen participation in Governance

Following picture depicts the Aerial view of Area Based Development within Bhopal:



2. Project Objective

The objective is to provide city of Bhopal a core infrastructure and give a decent quality of life to its citizens, a clean and sustainable environment and application of 'Smart' Solutions.

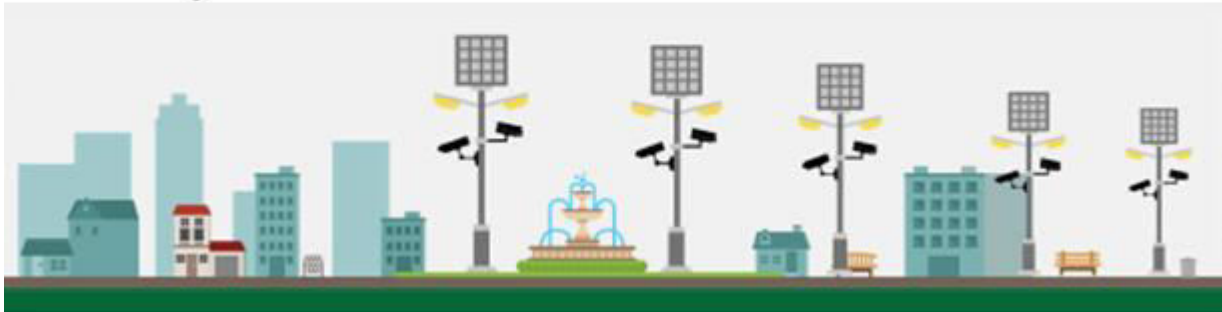
The focus is on sustainable and inclusive development and the idea is to look at compact areas, create a replicable model which will act like a light house to other aspiring cities.

3. Project Description

The aim of the project is to Design, Develop, Implement, Manage, Operations and Maintenance of smart services to improve BSCDCL operation, delivers benefits to citizens and provide seamless integration of smart services & solution inter alia of following;

1. Smart Pole with LED Street light
2. Wi-Fi Services
3. Optical Fibre
4. Surveillance
5. Environmental Sensors
6. EV Charging Points
7. Smart Bill Board

8. SoS Application
9. Mobile Application
10. Central Command & Control Centre
11. Managing the Complete Network



The details of each module is provided in the Scope of Work.

4. Scope of Work for the Concessionaire

- a) The Bidder shall be solely and exclusively responsible to design, implement and maintain on a BOOT (Build, Own, Operate, and Transfer) model the solution as mentioned in this RFP and to provide the services as specified.
- b) The Bidder shall have the exclusive right to use approx.40000 existing street Lighting Poles in BSCDCL area to create infrastructure to enable multiple digital services based on Wi-Fi/2G/3G/4G to be utilized by all/multiple service providers having valid license from Department of Telecom (DoT) on non-discriminatory basis. For this purpose the Bidder will be allowed to lay dedicated optical fiber cable at a depth of 35-60 Cms below the ground where these smart poles are going to be installed. ROW required for the propose shall be provided by Authority to Bidder free of cost as indicated elsewhere in this document.

- c) All existing lights to be converted to LED lights. Arm (LED light brackets) need to be changed. Earthing to be done where ever required.
- d) The area covered by BSCDCL is 440 sq. km.
- e) The Bidder will charge from service provider as per the business model of the Bidder for using these services.
- f) Design, Develop, Implement, Manage, Operations and Maintenance of following services to improve BSCDCL operation and delivers benefits to citizens and provide seamless integration of smart services and solution interalia of following:

4.1. Smart Pole with LED Street light

- a) Electric streetlights are essential elements of a municipal environment and services. They affect resident sense of safety while influencing a city's ability to create an inviting environment for business and tourism. Unfortunately, outdoor lights are also a major energy draw. Therefore following are desired in designing and implementation of street lightings:
 - Reduce energy consumption, cost, and its maintenance
 - Enhance situational awareness, real-time collaboration, and decision making across city
 - Add intelligent IT innovations to civic utilities, public safety without adding significantly more physical infrastructure
 - Real-time data communications with low latency (or minimal delay), to improve safety and security
- b) For the aforementioned reasons Bidders are requested to carry out a detailed site survey and replace all existing sodium vapor lamp or any other form of lights by LED lights.
- c) Also for achieving the above some of the poles need to be smart street poles which will house the telecom base stations, Wi-Fi, environmental sensor, camera and other related electronics.
- d) The number of smart street poles including digital signage shall not be less than 700. The actual quantity quoted shall be based on the actual site survey to be undertaken by the Bidder before the submission.
- e) Bidder will be responsible to provide space in smart pole with a period of 8 weeks of the placement of demand by Telecom Operators to the Authority at a pre-defined cost. This provision of space in the smart pole shall be non-prohibitory basis. It should be possible to monitor and control the LED lights from a centralized location via an EMS

- f) Bidder shall be responsible to provide the new site for sheltering the Telecom Base Stations with in a period of 8 weeks after all clearances are obtained from the Authority. In the event of non adherence of the above there will be penalty to Bidder for not adhering to the schedule. Batteries for smart poles needs to be brought by Telecom Operators for these equipment.
- g) The number of smart street poles including digital signage shall not be less than 700. The actual quantity quoted shall be based on the actual site survey to be undertaken by the Bidder before the submission. In addition to the digital signage Bidders also need to provide for 4 feet x 3 feet standard advertisement panel for 9300 Numbers. These panels shall be both sided there by providing 24 sq feet of media for advertisement purpose.

4.2. Wi-Fi Services in 100 Hot Spots identified by BSCDCL

- a) Hot Spot Wi-Fi serves as the foundation for creating a connected city to access the wireless internet service with ease and convenience. For this purpose BSCDCL has identified 100 Locations within the Municipal limits of Bhopal where these services has to be provided to Citizens. As a part of this initiative free Wi-Fi need to be provided for free Wi-Fi shall be for the first 20 Minutes per Mobile subscriber per day or 50MB per day and an aggregate limit of 200 MB per month whichever is achieved first beyond that it is chargeable. Beyond the above specified limit the Bidder can earn revenue which will be shared on a revenue share model with BSCDCL. For implementing the same the Bidder will carry out survey at these 100 locations and will deploy the access points not less than 1000 Nos or as required for providing the Wi-Fi services. As a part of Wi-Fi solution the Bidder needs to provide e2e like Wi-Fi controller and, DNS, Internet bandwidth from Internet Service Provider (ISP). 1SSID for E governance (for Authority) shall be reserved.
- b) City Wi-Fi Hot Spot also helps cities provide citizens with Internet connectivity and access to a broad range of citywide service which has following benefits:
- More revenue and lower costs from infrastructure management
 - Better city planning and development
 - E-government services delivered to citizens, faster, and at a lower operating expense
 - Local economic development
 - Improved productivity and service
 - Access to city services and Internet connectivity
 - Improved quality of life
 - Increased access to online services

4.3. Optical Fiber

- a) In order to provide better bandwidth to the Wi-Fi users/ providing Backhaul to Telecom operators 48 Core Fiber shall be laid across the city. Fiber shall be laid at a depth of 35-60 cms below the ground level.
- b) For this purpose it is envisaged that at least 500Kms of Fiber would be required to be laid across the city. Out of this 48 Core Fiber 4 fibers would be provided to BSCDCL for its internal purposes (For converging other Governmental Projects). Bidders could use the balance fiber for various applications, earn the revenue through leasing and shall share the revenue with BSCDCL. While laying fiber, Bidders shall use necessary protection material for making the deployment future proof.
- c) After laying the fiber, Bidder shall be responsible for making good the cuts if any made in the road.
- d) Bidder will make available 10% of the optical fibre lines for the use of BSCDCL.

4.4. Surveillance

- a) City Safety and Security solution helps protect cities against crime, terrorism, and civil unrest, planning events, monitoring of infrastructure, encroachments etc. It helps law enforcement monitor public areas, analyze patterns, and track incidents and suspects enabling quicker response.
- b) Keeping the above perspective, BSCDCL for this purpose is intending to implement the Parking Violation through surveillance cameras installed in smart street poles. The cameras should be camouflaged in the smart poles. This camera installed shall capture the wrongly parked vehicles and upon getting information through a telephone call, traffic police shall dispatch the team to pick the wrongly parked vehicles. It shall also be possible to adjust the camera focus from a remote location. Bidder is required to carry out site survey prior to bidding and indicate the number of cameras required for providing this facility.
- c) As a part of surveillance BSCDCL may implement the following attributes at a futuristic time (Not part of this Project):
 - Help for More effective operations
 - Quick response to incidents
 - Increased situational awareness
 - Increased attractiveness to businesses and workers
 - Improved planning and resource allocation
 - Improved communications about incidents

4.5. Environmental Sensors

Bidders are required to integrate necessary sensors such as environmental sensor for providing air quality, temperature, humidity. These Sensors should be integrated into the smart poles for at least 7% of the total number of smart poles or Minimum of 50 Nos whichever is lesser. These sensors should be integrated in to the smart poles.

4.6. EV Charging Points

- a) As a part of this project Bidders are required to provide Electronic Vehicle charging points for charging the Electronic Vehicles(Auto Rickshaw and Two wheelers only). For this purpose necessary EV charging points needs to be provide as part of the solution.
- b) The number of EV charging points shall not be less than 50.

4.7. Smart Bill Board: (Interactive digital information panel for traffic and business)

- a) As a part of the beautification of certain specific locations in the city of Bhopal , Bidders are required to provide smart poles which could house telecom base stations of 2G/3G/4G and WI-FI.
- b) These poles will also house the display for providing advertisement. Revenue earned out of these advertisements shall be shared between BSCDCL and Bidder. BSCDCL shall provide exclusive advertisement rights to Bidder, according to law enforced in Bhopal or MP Advertisement policy.
- c) These sites could provide information about various schemes, policies of Government being implemented for the welfare of citizens of Bhopal. It shall be possible to change the advertisements /Messages in these smart bill boards from a centralized location.
- d) Bidders to consider minimum of 700 locations in the City of Bhopal for providing digital information panel.
- e) In addition to the digital information panel Bidders also need to provide for 4 feet x 3 feet standard advertisement panel for 19000 Numbers. These panels shall be both sided there by providing 24 sq feet of media for advertisement purpose
- f) BSCDCL will have rights for usage of advertisement display boards for a minimum of 10minutes per hour per day. Further, BSCDCL may step in for displaying new/information for public convenience in case of any natural calamity, emergency etc.

4.8. SOS Application

- a) In the event of Emergency, distress, citizens could call up the pre-defined support center for getting support. These support centres could be police support centres which could be reached by dialing 100.

This is basically a software application freely available for downloading to citizen with android/iOS/Windows platform.

4.9. Mobile Application

- a) Bidder is expected to develop Citizen Service and Convenience Mobile application. The application should have the following basic features:
- The Mobile application shall be connected with Google Map with voice based Local language directions (English & Hindi).
 - The mobile application shall work on all Latest versions of Android, iOS, Windows and all other platforms.
 - The application shall be limited to Bhopal city limit only. The application shall be free for download for all users.
 - The Wi-Fi service provider shall not charge for this Government application.
 - In addition to the above following features are desirable:



4.10. Centralized Command and Control Centre

- a) Bidders are required to provide application software for managing and controlling the LED lights through a controller from a centralized location. The location for Centralized command and control center shall be provided by BSCDCL.

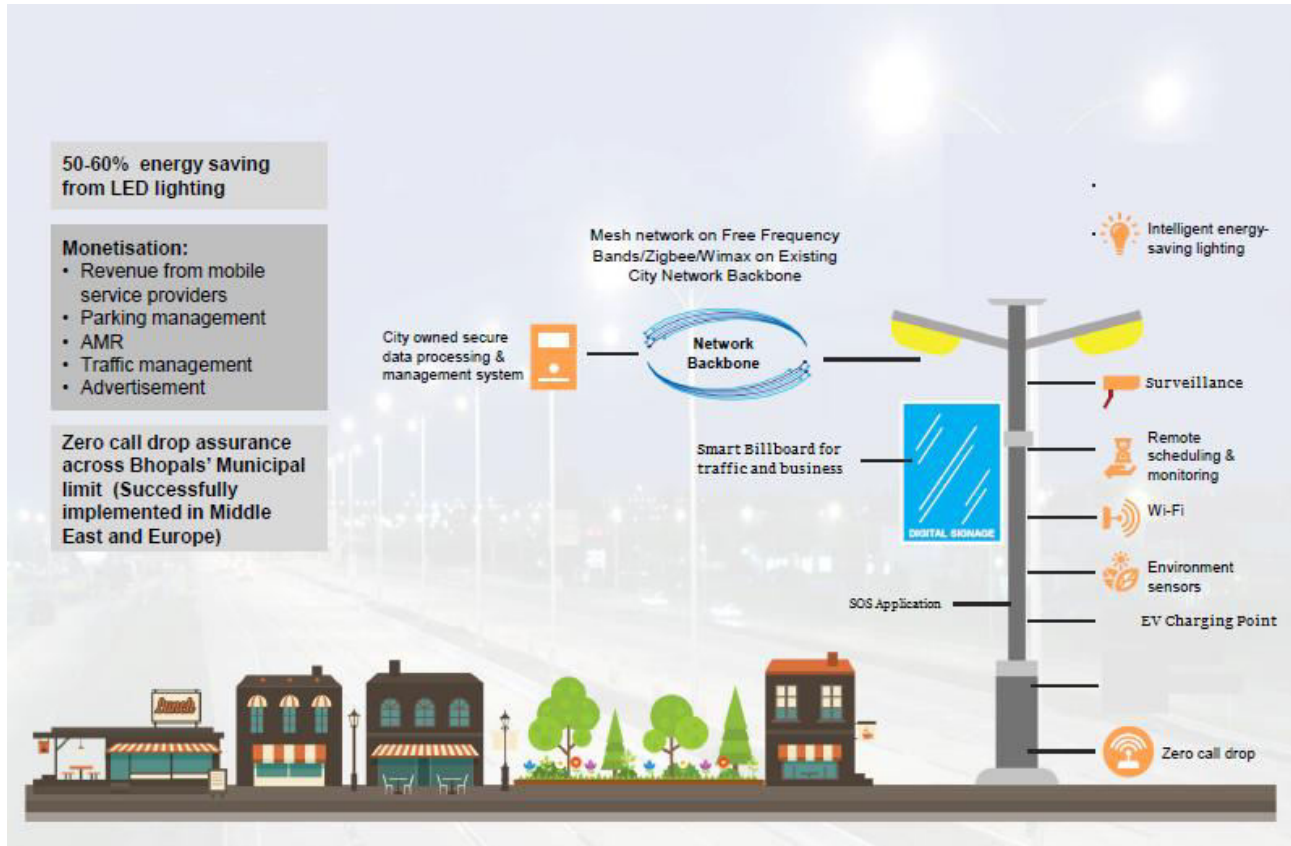
- b) Video Wall, the necessary IT infrastructure and EMS for monitoring the LED street lights needs to be provided as part of this Project.

4.11.Managing the Complete Network

- a) The complete network as envisaged in this document is managed for period of 15 Years. The Bidders need to quote for the revenue earned from this project and the same needs to be shared between the BSCDCL and Bidder.
- b) Implementation of the Project should be carried out within the period of nine months beyond which the Go live period will commence. Grant as support for capital investment would be paid by Authority upfront for the BoQ which is non-revenue earning.

4.12. Solution Architecture

The following picture depicts an indicative solution architecture of the proposed system;



The city of Bhopal has two big lakes which is the source of tourist attraction. The city has rich heritage and has several monuments which are being conserved by Archeological Survey of India (ASI). Further, in order to improve the quality of life for the citizens and to reduce the energy consumption BSCDCL intends to upgrade the existing infrastructure for lighting by LED lights.

These lights shall reduce the energy consumption, hence will reduce the electricity bill that would be saving to the Government. The smart light would be changed in phases. In all there are approx 40,000 street poles which comes under the jurisdiction of Bhopal Municipal Corporation extending over 440 sq kms of area.

Out of these street poles, a few of them are intended to be smart poles which could house all telecom equipment such base station, batteries, digital signages, Wi-Fi, surveillance camera etc. The telecom base stations for new sites shall be installed inside these poles.

As part of the smart city initiative BSCDCL intends providing the citizens at selected 100 locations with free Wi-Fi for 20 min per day subject to a maximum of 50 MB per day or 200 MB per month whichever is

earlier. Beyond the above limit the Bidders could earn revenue and share it with BSCDCL. In addition these street lights could also provide for digital information panel boards which could be source of revenue to be shared with BSCDCL.

These smart poles could house the surveillance camera and would be camouflaged inside the smart pole. These cameras can capture the image of the vehicles which are being wrongly parked in the streets. Upon telephonic call to the police, a traffic police will send the team to pick the vehicle for parking violation. These cameras and video management software required to manage these cameras will be procured as part of some other Project (Smart Convergence Project)

Further, the Government of Madhya Pradesh is committed to provide safety to its citizens. For this purpose special applications for android/iOS/Windows would be developed as a part of this project that could be free downloadable from the play store/App store etc. These applications upon being accessed by user will contact the control room from where support would be extended.

The city is expected to have electronic vehicles to reduce the pollution and reduce the GHG emission. For this purpose Bidders would be expected to provide number of charging station points for charging the electronic vehicles such as 2 wheelers and 3 wheelers only.

In order to improve the quality of life of the citizens, the citizen should be equipped with the latest information on the temperature, humidity etc at selected locations.

The city is moving towards digitalization as part of Smart City initiative and one of the initiative which is being addressed through this RFP is digitization of advertisement. These advertisements would be housed on digital information boards. In addition to the digital signage Bidders also need to provide for 4 feet x 3 feet standard advertisement panel for 19000 Numbers. These panels shall be both sided there by providing 24 sq feet of media for advertisement purpose

Mobile applications are also being envisaged as part of this RFP for providing futuristic functionalities to the citizens. It should be possible to monitor & control the above from a centralized location such as NOC. It should be possible to monitor the LED lights along with control from a centralized location through an EMS “Element Management System”.

4.13. Specifications

4.13.1. Smart Pole with LED Street light.

a) LED Street Lights

#.	Specifications
1	<p>Certification CE</p> <ul style="list-style-type: none"> • Metering: EN 61326-1 • Safety: EN 60950-1 • Lighting: EN 61000 • EMC: ETSI EN 301 489-3 • Radio & RF Spectrum Efficiency: ETSI EN 300 220-1 • RoHS • R&TTE 1999/5/EC • Applicable FCC Title 47 part 15 classes <p>The wireless transmission system needs to comply with the European maximum transmission power of 10mW (+10dBm) or 500mW (+27dBm), and a receive sensibility of -110dBm</p> <p>IP 55 (integrated controller, IP68 for external enclosure) and RoHS approved.</p> <p>The system needs to be based on the IETF open standard.</p>
2	Power: 110-280 VAC 50 Hz.
3	Optional backup power for external mounting: NiMh 600mAh battery (with an average 10 years expected life).
4	Intellectual Property: The Bidder's technology needs to own 100% of the solution's IP
5	Low power consumption: The Luminaire Controller should consume less than 2watts.
6	<p>Integrated in the fixture: The Luminaire Controller should be Internal mounting in the fixture. Node dimensions (Max) 110 x 77 x 36 mm (for internal mounting).</p> <p>For the non-integrated option for ad-hoc basis. Dimensions (Max) would then be: 150 x 108 x 55 mm. Operating temperature: -30°C et +70°C.</p> <p>The antenna could be integrated in the fixture (which would reduce the transmission/reception power) or external (TNC/SMA or via an RF coax cable)</p>

#.	Specifications
7	<p>Autonomous clock: The Luminaire Controller must store scheduled ON, OFF and stepless dimming command that it received from the Central Management Software and execute them with the light point.</p> <p>The Luminaire Controller should have an astronomical clock to define lighting schedules based on seasons. Those schedules could be defined from relative and absolute commands.</p> <p>The Luminaire Controller should manage the luminaire even in case of a network outage (i.e. the stored lighting schedule should apply even if the controller can't communicate with the Central Management System).</p>
8	<p>Control of the luminaire and Manual override: The Luminaire Controller must be able to receive and execute real time ON/OFF (via mechanical 8A relay) and stepless dimming commands that it receives from the Central Management Software.</p> <p>The controller's schedule table should support up to 16 programmable commands, in an integrated non-volatile method.</p> <p>A local override port on the controller should be available for future use.</p>
9	<p>Stepless dimming: The Luminaire Controller must be capable of dimming an electronic ballast or a LED driver through a DALI, an analog 1-10V dimming interface or digital 0-10VDC PWM dimming. It must be able to execute stepless dimming from 0% to 100%, by step of 1%.</p>
10	<p>Communicate using a wireless mesh protocol: The Luminaire Controllers must communicate using a wireless mesh protocol. This protocol should be open, based on the 6LoWPAN standard (802.15.4), with an IPv6 addressing scheme, on the ISM band (433MHz, 868MHz and 915MHz) or any other free band</p>
11	<p>Broadcast communication: The wireless mesh protocol shall support broadcast (one command to target a group of Luminaire Controllers) and unicast (one command sent to a single Luminaire Controller).</p>
12	<p>Integrated in a Smart City environment: The Luminaire Controllers must be integrated seamlessly in a Smart City wireless meshed network (a dedicated city-wide network to manage urban connected devices such as meters, waste bins, parking sensors, traffic lights, pollution sensors).</p>
13	<p>Communication specifications: 128bit AES encryption Transmission power < 27dBm</p>

#.	Specifications
	Full duplex communication. Radio modulation: GFSK / GMSK/ 2FSK/ MSK/ OOK/ ASK. Fully meshed wireless, self-configuration and self-healing network.
14	Remote management: The Luminaire Controllers must be controlled and managed remotely.
15	Seamless installation and commissioning: The Luminaire Controllers must integrated seamlessly and automatically to an existing Luminaire Controllers network. The Luminaire Controllers must communicate seamlessly and automatically with an existing gateway. The Luminaire Controllers must be able to roam between gateways for redundancy and seamless installation purposes.
16	Communication performance: The fully meshed wireless network should support a bandwidth of up to 200Kbps.
17	Detect and report failures: The Luminaire Controllers must be able to detect and report alarms such as: lamp failures, ballast failure, low/high voltage, low/high current, low capacitor, flickering lamps, etc.
18	Measuring electrical values: The Luminaire Controllers must be able to measure mains voltage (RMS), current (RMS), frequency, power factor, active and reactive power, active and reactive energy; in real-time or not, with an accuracy equal or better than 2%.Integrated temperature meter. The load's electrical consumption measurement is up to 1,5kVA
19	Measure cumulated energy consumption: The Luminaire Controller must measure and store the cumulated energy consumption.
20	Measure number of burning hours: The Luminaire Controllers must measure and store the number of lamp burning hours
21	Additional I/O port for future use: The Luminaire Controllers must have at least 2 local I/O programmable ports for future use
Gateway	
1	Certification CE <ul style="list-style-type: none"> • Metering: EN 61326-1, • Health: EN 50385 • Safety: EN 60950-1 • Lighting: EN 61000 • EMC EN 301 489-1, ETSI EN 301 489-3, ETSI EN 301 489-17

#.	Specifications
	<ul style="list-style-type: none"> • Radio & RF Spectrum Efficiency: ETSI EN 300 220-2 v2.3.1, ETSI EN 300 328, ETSI EN 301 893 • RoHS • R&TTE 1999/5/EC • Applicable FCC Title 47 part 15 classes <p>The narrowband wireless transmission system needs to comply with the European maximum transmission power of 10mW (+10dBm) or 500mW (+27dBm) and a receive sensibility of -98dBm (for the 6LoWPAN 802.15.4 communication standard), as well as 500mW (+27dBm) and a receive sensibility of -119/-115/-107 dBm (for the EN 13757-4 – Wireless M-Bus).</p> <p>The broadband Wi-Fi transmission system needs to comply with the Wi-Fi power transmissions standards: 200mW (+23dBm) – 802.11 a/n/s and 100mW (+20dBm) – 802.11 b/g</p> <p>The system needs to be based on the IETF open standard.</p> <p>IP 40 (integrated gateway) or IP67 (for external enclosure) and RoHS approved.</p>
2	Power: 85-256 VAC 50 Hz. 12/24 DC. POE – IEEE 802.3at – 48VDC. Power consumption: 5W max.
3	Intellectual Property: The Bidder's technology needs to own 100% of the solution's IP.
4	<p>Environmental Dimension: 269 x 239 x 82 mm (rugged metal case) or 330 x 204 x 55 mm (anodized metal case)</p> <p>Operating temperature: -30°C et +60°C.</p> <p>Case:</p> <ol style="list-style-type: none"> 1) External mounting: IP 67, rugged metal, resistant to oils/greases/fuels, diesel, paraffin/ozone and RoHS approved. 2) Internal mounting: IP40 anodized metal.
5	<p>Wireless fully meshed communication protocol The gateway should be able to communicate in broadband and narrow band networks:</p> <ol style="list-style-type: none"> 1) Narrowband networks (IPv6): The open standard 6LoWPAN (802.15.4) IPv6 should be supported on the ISM frequency band (433MHz, 868 MHz and 915MHz). 2) Broadband network (IPv4): The following standards should be supported:

#.	Specifications
	<p>d) Wi-Fi 802.11 a/b/g/n/s standard on the 2.4GHz, 5.4GHz or 5.8GHz frequency bands e) GSM/GPRS/EDGE/UMTS/3G on the 850/900/1800/1900 MHz frequency bands f) RJ-45 10/100Mb base-TX Ethernet port</p> <p>The gateway needs to communicate and route traffic between the different networks automatically and in real-time.</p>
6	<p>Communication performance</p> <p>1) Narrowband network: The fully meshed wireless network should support a bandwidth of up to 200Kbps 2) 2) Broadband network: The fully meshed wireless network should support a bandwidth of up to 300Mbps.</p>
7	<p>Broadcast communication: The wireless mesh protocol shall support broadcast (one command to target a group of Controllers/Nodes) and unicast (one command sent to a single Controller/Nodes).</p>
8	<p>Integrated in a Smart City environment: The gateway must integrated seamlessly in a Smart City wireless meshed network (a dedicated city-wide network to manage urban connected devices such as meters, waste bins, parking sensors, traffic lights, pollution sensors).</p>
9	<p>Remote management: The gateway must be controlled and managed remotely</p>
10	<p>Seamless installation and commissioning:</p> <p>The gateway must integrated seamlessly and automatically to an existing network.</p> <p>The gateway must communicate seamlessly and automatically with an existing gateway.</p> <p>The gateway should support the controllers/nodes roaming feature for redundancy and seamless installation purposes.</p>
12	<p>Maximum number of nodes supported by the gateway:</p> <p>The gateway should be able to at least manage 200 nodes/controllers.</p>
13	<p>Communication specifications:</p> <ul style="list-style-type: none"> • 256bit AES encryption for the broadband communication • 128bit AES encryption for the narrowband communication • Radio modulation: BPSK, DBPSK, QPSK, DQPSK, 16-QAM, 64-QAM, GFSK, FHSS

#.	Specifications
	<ul style="list-style-type: none"> • Full duplex communication. • Fully meshed wireless, self-configuration and self-healing features on the narrowband and the broadband networks
Central Management Software	
1	Intellectual Property. The Bidder's technology needs to own 100% of the solution's IP.
2	Multi-User Web Application Server The CMS shall be based on an open Web Application Server. Its user interface shall be 100% Web-based and accessible from any computer on the network through a Microsoft Internet Explorer, SAFARI or Chrome web browser
3	Enterprise server The CMS shall be installed on a server that belongs to the organization/customer or to one of our local service or IT sub-contractor. Cloud-based, SaaS model or any server that is web-hosted by a Bidder of a part of the solution is not accepted.
4	100% Web Interface Web user interfaces shall run and be supported on Microsoft Internet Explorer, SAFARI and Chrome on WINDOWS-based PC and MAC OS.
5	Based on open technologies The CMS must be developed with open and standardized languages including Java, XML configuration files and SQL database. It shall enable the development of additional features without the need to acquire any development software license.
6	Open database engine The CMS shall record all the data in a centralized SQL database and shall be compatible with MYSQL to avoid being obliged to purchase additional software license for database engine.
7	User authentication system The CMS shall enable administrator to create, modify and delete users, passwords, groups and access controls. The CMS shall automatically close connections after X mns (configurable) of inactivity. Tiered level access and management.
8	Integrated CMS The CMS shall be an integrated and ready-to-use application that does not require any specific development before being deployed. The CMS should be a flexible and modular application, supporting the management of any

#.	Specifications
	type of Smart City services: a dedicated city-wide central management system to manage all types of urban connected devices such as meters, waste bins, parking sensors, traffic lights, pollution sensors.
9	<p>Support multiple types of Control Systems, i.e. Gateways The CMS shall manage and communicate with different types of network devices as listed in the previous sections (gateways, nodes)</p> <p>It should also support different heterogeneous Control Systems, including power line systems and wireless systems.</p>
10	<p>Network management The CMS should support and enable:</p> <ul style="list-style-type: none"> • The management of the narrowband networks • The management of the broadband networks • The management of the applications • The management of the networks configurations • The management of the data generated by the nodes and gateways (network data and user data) • The Monitoring and configuration of network objects • The management of the network links and provide link status, link quality and link reporting • Detailed broadband network reporting: wireless transmission power, TCP/IP usage, link utilization, • The management of the network as a whole, with network status and network quality <p>The CMS should provide automatically or on request, the status and the related critical events of each managed objects. Those critical events could be: wireless link quality, usage of the objects, outages, battery life-time,</p>
11	<p>CMS shall provide a user and object management system The CMS shall provide ways to create user profiles, users and access rights to web applications as well as to groups of objects.</p> <p>The CMS shall manage the objects individually or by groups of objects.</p>
12	<p>CMS shall log all actions The CMS shall log all the actions from all the users.</p> <p>Recording Node and device history (linking network Nodes, lamps/meters, customer accounts) and keeping track of adds, moves or changes</p>

#.	Specifications
13	<p>CMS shall provide map-based inventory features The CMS shall enable users to group objects per geographical zone, to move objects, to delete objects and to duplicate objects on the maps.</p> <p>The CMS should display the network topology (objects, links, status) on a map, in a tree format, and other graphical views to ease the management of the network</p>
14	<p>CMS shall support multiple types of objects, enable new attributes to be created and provide inventory import/export features. The CMS shall support Light Points, Segment Controllers, Sensors, Electrical Vehicle Charging Stations, Weather Stations, Energy Meters and other types of objects.</p> <p>It shall enable the import/export of the inventory in a the following formats:</p> <ul style="list-style-type: none"> • standardized CSV formatted file • ODBC and text export • Via the XML server • Via SQL queries into the database.
15	<p>Configuration of all the parameters of the Gateway and the nodes The CMS shall enable end-users to configure all the parameters of the Gateway and the nodes, including the IP communication parameters, astronomical clock, real time clock, schedulers, Gateway’s inputs/outputs and associated scenario, etc.</p> <p>Auto-discovery of the networks’ objects.</p>
16	<p>Management and configuration of the services The CMS shall enable the management and configuration of the Smart City services, such as the street lighting, parking spaces, meters</p>
17	<p>Automatic installation process The CMS shall provide end-users with processes and tools to automatically process the installation and configuration of the Nodes.</p>
18	<p>Gateways shall “PUSH” data to CMS The data logs (all data read by the Gateway on the Nodes) generated on the Gateway shall be pushed by Gateways to the CMS rather than pulled by the CMS to provide a higher scalability. The data collect process shall not require any manual operation.</p> <p>The data presented by the CMS (related to the network or the services) should be updated dynamically.</p>
19	<p>Ready-to-use Web Reports The CMS shall provide ready-to-use web reports to analyze failures, energy consumption and lamp age. It shall provide a way to display historical</p>

#.	Specifications
	values for any measured attribute of any device in the database.
20	Customized desktop of Web Reports and Applications The CMS shall manage access control depending on the user profile and provide the according list of web reports and applications on a web desktop. Each application shall display only the geographical zone, devices and data that the user is authorized to access.
21	<p>Alarm management The CMS shall enable the administrator to create complex alarm scenario based on the data collected from the Nodes through the Gateways. Such alarms aim at sending only effective alarms to the right end-user.</p> <p>The CMS shall perform and support the following alarm features:</p> <ul style="list-style-type: none"> • Receiving/capturing successful/unsuccessful readings from any node-connected devices, at scheduled timings/intervals or on demand; • Reporting about alarms and status indicators, tamper/thefts, consumption / usage trends from node-connected devices • Identifying and reporting critical events from Nodes and devices (failures, memory capacity issues, communication link or network failures, power failures,) • Notify of events via <ul style="list-style-type: none"> ○ Email and distribution lists ○ SMS ○ The execution of a process ○ An alarm warning on the CMS
22	<p>Real-time control on maps The CMS shall enable authorized users to control, command and monitor each objects in real-time. It shall provide instantaneous (less than 20 seconds in average) communication (sending commands and/or receiving data) between the nodes/controllers, the gateways and the CMS.</p> <p>Multi-level network topology hierarchy and map visualization to ease the management of the network and the services,</p>
23	Provide web service interface for 3rd party software to leverage the CMS features The CMS shall provide with XML, API and SQL access as well as a set of web service interface to enable third party authorized software to use the CMS features.
24	Maximum number of managed objects The CMS should be able to support and manage an unlimited number of objects.

#.	Specifications
25	<p>Backup server and server farms The CMS should have a backup function with a live standby server and automated failover</p> <p>The CMS application and the SQL database should be able to run on different servers, if needed, to manage growth.</p> <p>The CMS application and the SQL database should be able to run on their respective server farms, if needed, to manage growth.</p>

b) Smart Poles

#.	Clause
1	Smart pole should able to meet city aesthetic requirement and it should visual appealing. It should easily blend-in into city light pole master plan.
2	Maximum height requirement is up-to 12 meter.
3	It should be possible to house minimum 3-4 telecom technologies (GSM, WCDMA, LTE and Wi-Fi etc) simultaneously with minimum 2-3 sectors. It should also be possible to support future technologies such as 5G.
4	Site passive infra (space and power) sharing among telecom operators is mandatory requirement.
5	It should be possible to support LED luminaries from reputed OEMs as per city lighting master plan
6	Smart pole should able to support city as well telecom standards for India such as wind speed, climate ,aesthetic etc
7	It should be possible to support both Fiber as well Microwave connectivity for smart pole
8	The maximum allowed diameter (at bottom section) is 250mm
9	All cabling, cooling/heating etc should be via/inside the pole and it should not be visible from outside due to aesthetic and security reasons
10	It should meet EMC requirement of telecom sites as per Indian regulations

#.	Clause
11	The minimum power backup requirement is 3.5 hrs for telecom equipment
12	The structure should be free from any passive intermodulation. Passive intermodulation (PIM) value should be < -150 dBc @ 2 x 43 dBm
13	It should be possible to provide multiple color options as asked by municipality/user as per city light pole colors
14	It should be possible to house radio units with integrated antenna ,MW /optical transmission unit , SMPS (AC to DC convertor) ,batteries ,controllers ,power distribution etc inside the smart pole
15	It should be possible to house telecom equipment's from all reputed OEMs.
16	It should be possible to provide light connection in daisy chain with separate MCB for lighting and telecom part
17	There should be provision to have separate connection for light as well for telecom equipment for maintenance purpose.
18	The camouflaging material for covering the antenna /RF equipment's should be hard material with a minimum life of 10 years
19	The paint material (to cover the RF section) should complied to RF /Telecom requirements
20	It should be possible to color the complete body (including RF equipment camouflaging) by any paint color
21	The camouflaging material (to cover RF equipment's) should have RF transparency with maximum 0.5db of attenuation covering all the radio frequency bands available in India
22	The cooling/heating equipment's to cool /heat telecom equipment should be integral part of smart pole .Maximum allowable limit for cooling equipment is 100W for cooling solution, efforts should be made to reduce the power consumption as much as possible.
23	The smart pole structure should be IP67 up-to 1 meter height from reference ground level.
24	There should be suitable mounting options for Radio /Antenna unit mounting
25	Hanging of telecom equipment's boxes at bottom level (outside of structure) is not allowed

#.	Clause
26	It should be possible to support other societal/smart city applications such as surveillance camera , Wi-Fi by smart telecom light pole
27	The camera when procured should be integrated inside the light arm and should have feature of night vision
28	The ambient temperature requirement is 0-50 deg
29	The overall power budget for smart pole should not exceed 2KW (telecom + lights)
30	It should be possible to support 1 light arm/2 light arm option by smart pole
31	Underground space (2x2x1M , WxDxH max) should be used for telecom equipment's with suitable telecom grade enclosure box with IP67 protection, size of box not more than 1600x1200x700mm (WxDxH)
32	The smart pole should be preventive maintenance free for minimum 2 years.
33	The minimum life requirement of above smart pole structure is 15 years (metal parts)
34	The Bidder should not use any banned /restricted material as per Indian regulations
35	Pole hat mounting should have suitable option for GPS antenna, small MW antenna (up-to 0.3m diameter).
36	The smart pole should support Environmental sensors

c) Wi-Fi Services in 100 Hot Spots identified by BSCDCL

#.	Clause
1	Fully redundant cloud based AAA services to be provided (with OTP/ Password), to support Retail and campus network topologies
2	Full AAA to AAA integration (Radius/Diameter) required to enable international roaming with Wi-Fi operators.
3	Full web based real time NMS system to monitor services working
4	Full capability for EAP/SIM, EAP/AKA etc. Mobile Data Offload to be done with Mobile

#.	Clause
	Operators.
5	In built NMS to monitor all the network & IT infrastructure against availability, usability & performance
6	To allow BSCDCL to download/ view performance of services utilised by subscribers with key information of Username, MAC, IP, Location, Duration, Upload/ Download & Disconnection reason
7	Multiple templates for Captive Portal which will be selectable by venue owners to customize
8	Multiple payment gateway integration required so subscribers can make the payments using online/ offline mode, including prepaid mobile balance & wallet applications
9	Advertising platform integration -AAA to support advertisements from multiple parties
10	IOS & Android Applications to be given for seamless connectivity to network –auto detect/auto login
11	High speed micro-caching solution integrated to Wi-Fi network to deliver entertainment and content with zero broadband cost to user
12	The content delivery solution should not use internet bandwidth and support minimum of 500 Movies and 1000 songs and provide web/app based interface to download the content with seamless integration with the deployed Wi-Fi Network
13	Bidder should share usage data analytics from all monetization across all SSID's with BSCDCL on a monthly basis
14	Bidder shall offer multiple monetizing of Wi-Fi Services such as: <ul style="list-style-type: none"> a) Online advertising b) Partnership with content developers c) Video sponsorships including high speed downloads (1Gb data in less than 5 minutes) d) Wi-Fi sponsorships e) Mobile data offloading for National and/or International Operators (including iPass, Boingo, Aicent, Comfone etc.) that meet commercial terms. f) Exciting Premium Service offers such as hourly package, monthly package, half yearly packages, family packages etc. g) Other ways to monetize Wi-Fi Service h) Neutral Hosting: Bidder should allow any service provider to provide Wi-Fi service by

#.	Clause
	providing SSID at a pre-define rate in a non-prohibitory manner (till 16 SSID)
15	International Roaming Experience: The Bidder shall have tie-ups with the international roaming Wi-Fi Service provider such as iPass, Boingo, Aicent and Comfone etc.
16	1 SSID for e-governance is mandatory
17	Bidder should be able to provide minimum 6 SSID for operator data offload, and can be monetized by Bidder at his discretion and at rates which the Bidder deems fit
18	Bidder shall supply a Connection Manager App (Android & iOS) which the Govt. can distribute to subscribers.
19	<p>Service 1 – Complimentary Service (Free)</p> <p>Passenger will receive free Wi-fi for 20 minutes with maximum download limit of 50 MB per day and an aggregate limit of 200 MB per month. In this Service, the passenger can browse the Internet, social media sites, download text documents and answer emails. The passenger shall not be able to stream/download any video, audio or any high end application. The speed of surfing shall be restricted upto 1 Mbps. The Bidder shall insert advertisement (s) of a maximum duration of 20 seconds per 10 minute of browsing. The secured Wi-Fi service shall be low speed of upto 1Mbps, user-friendly, easily accessible and provide customer service support.</p>
20	<p>Service 2 – Premium Service (Paid)</p> <p>Passenger can avail the Premium Service based on the Wi-Fi Premium service plan. In this service, the passengers can browse the internet, respond to emails as well as download emails, documents, music, movies, any high-speed application and play movie or song without buffering and advertisement. The payment for the plan shall be done online as well as via physical coupons. The speed of surfing shall be 10 mbps. The secure Wi-Fi service shall be high speed, user- friendly, easily accessible and shall provide customer service support</p>
21	<p>The Bidder shall also provide the following services:</p> <ol style="list-style-type: none"> i. Bidder shall authenticate the passenger before logging-in at Wi-Fi Services as per present regulatory guidelines. ii. Bidder shall provide the secured pathway for accessing the Wi-Fi.

#.	Clause
	<ul style="list-style-type: none"> iii. No malicious contents shall be allowed at Wi-Fi network. iv. Bidder shall follow the guidelines for providing the public v. Wi-Fi Service given by government. vi. Bidder should cover minimum 100 Hotspots by providing at-least 1000 Access points (80/20) IP65 outdoor etc
22	Bidder would be responsible for providing backhaul and internet bandwidth
23	BSCDCL will be responsible only for providing ROW, space and power for deployment

d) Optical Fiber

#.	Clause
1	OFC being supplied for the project will adhere to ITU-T G.655 standards for Non-zero dispersion shifted Metal-free unarmoured optical fiber cable conforming to TEC specification GR/OFC-07/02. Jul 2007 or latest and the raw material used in its manufacture will conform to TEC Specification TEC/GR/TX/ORM 01/04 Sep 09 or latest.
2	Technical Specifications of HDPE Pipe. The HDPE pipe will conform to TEC specification GR/CDS - 08/02 Nov 2004 and latest amendments thereof or better. The HDPE pipe used will be of 40 mm outer diameter with minimum wall thickness of 3.5 mm.
3	100% of the network shall be built underground through an appropriate methodology which is non-disruptive, quick to deploy and does not disturb the existing electrical and other cabling installed in the median.
4	100% of the network shall be built underground through Horizontal Direction Drilling (HDD) Method only. The minimum depth shall be maintained at 35 cm to 60 cm for the entire network.
5	Alternate methods like Open Trenching/Aerial Cabling/Moiling/Wall Installations etc. shall be allowed only in exceptional cases like bridges, flyovers, subways, crossings, water bodies, or any location where underground drilling is not possible. Approvals shall be issued by the highest levels of the governing board for these exception requests.
6	Manholes (MH) and Hand Holes (HH) shall be installed at every alternate interval of 250 Meters.

#.	Clause
7	A minimum of 1 Duct shall be installed on all routes. In cases, where more number of ducts are required based upon the commercial prospects, exceptional decisions shall be taken at the time of the occurrence of the event.
8	All the MH and HH shall be pre-fabricated types.
9	A minimum of 1 HDPE PLB Ducts of 40mm Outer Diameter and 33mm Inner Diameter shall be installed on all routes. In cases, where more number of ducts are required based upon the commercial prospects, exceptional decisions shall be taken at the time of the occurrence of the event.
10	In cases of bridge/flyover/culvert etc. crossings, GI Pipes of 200mm Diameter shall only be used.
11	Electronic Route Markers (ERM) shall be installed in each MH/HH for robust records and location detections.
12	For exceptional cases of Open Trenching, minimum depth shall be 0.3 m to 0.4m in median of the street. All the ducts shall be encased in a DWC Pipe of 200mm Outer Diameter.
13	For exceptional cases of Aerial Cabling, 48F ADSS cable shall only be used. Distance between poles shall not be more than 50-60 meters and height of installation shall not be less than 5 meters.
Operation & Maintenance	
14	Periodic maintenance of ducts/Joint Closures (JC)/MH/HH shall be carried out to ensure the upkeep of the buried asset at all times.
15	Fault Repair Teams (FRTs) shall be deployed at every 30-40 KMs of the route length on round the clock basis.
16	Patrollers shall be deployed at every 30 KM interval on 12 hours day time shift basis.
17	KPIs; <ul style="list-style-type: none"> • 5% FTs < 2 Hours • 15% FTs < 4 Hours • 60% FTs < 8 Hours • 15% FTs < 48 Hours • 5% FTs > 48 Hours

e) Environmental Sensors

#.	Clause
1	Environmental sensor should be able to measure Air pressure
2	Environmental sensor should be able to measure Humidity
3	Environmental sensor should be able to measure temperature
4	Environmental sensor should be able to measure Gas

f) Electronic Vehicle Charging Points

#.	Clause
1	EV Charging station ports should be able to supply upto 7.2kW
2	There should be no need for drivers to coil up the cord and should have the self-retracting cord management system, ensuring that the cord is always off the ground when not in use
3	It should be Pole mounted
4	It should be rugged and should be of vandal proof construction
5	It should have dual charging port
6	It should have fast charging upto 30 mins
7	It should support input voltage of 200-280V
8	Output DC voltage 32V
9	It should have LCD Display, daylight readable
10	It should have minimum 640x480 resolution
11	It should support 3 languages(English, Hindi, Local language)
12	It should support real time energy management

#.	Clause
13	It should have RFID Card Reader
14	It should support payments via e wallet, Debit card, Credit card and vouchers

g) Smart Bill Board

#.	Clause
1	Smart Billboard should be able to house small cell or limited macro main remote telecom sites and site build solution with space for all necessary equipment and functions that radio sites in mobile networks require. This should be self -contained, multi-application intelligent site that is aesthetically unique and functionally viable.
2	Height of smart billboard should be of 9-10 mtr height
3	It should provide Space for telecom equipment, should be able to support 2G, 3G, LTE, Wi-Fi, 5G etc.
4	It should have ability to house power plant and battery
5	It should have provision for incoming power input cables and fiber connectivity
6	It can be Floor or Ground Mounted
7	It should be Vandal Proof
8	It should have display of minimum 60 inch.
10	It should be Aesthetical & Camouflaged finish with respect to environment

h) Conventional Advertisement panel

#.	Clause
1	Bidders are required to provide conventional advertisement panel
2	The Dimension of these panels shall be minimum of 4 feet Vertical x 3 feet Horizontal or

#.	Clause
	vice versa and should be able to sustain high wind speed
3	The total media available on each pole shall not be less than 24 sq feet
4	The material used for these panels shall be galvanized iron and shall not be less than 1 Inch
5	These panels should improve the aesthetics of the city

i) Central command and control Centre

#.	Clause
1	<p>Bidders are required to provide application software for managing and controlling the LED lights through a controller from a centralized location located in the NOC. The location for Centralized command and control center shall be provided by BSCDCL.</p> <p>Only the necessary EMS for monitoring the LED street lights needs to be provided as part of this Project.</p>
2	<p>The Bidder shall provide a video projection system based on modular DLP (Digital Light Processing) based high resolution LED based rear projection technology. The VPS will be used to project displays of feed from Cameras Camouflaged in the smart poles. The VPS shall also be able to display Video signals (CCTV/DTH) and other Laptop Computer Feeds. The VPS shall enable users to display inputs from multiple sources/ applications simultaneously in freely resizable and repositionable windows on entire display area to enable effective collaboration and faster decision making. The Bidder shall supply all necessary hardware and software, including panel, multiscreen drivers, adapters and memory to seamlessly integrate the video projection system with the user interface requirements described in the specification.</p>
3	<p>The video projection systems shall be rear projection systems and shall be complete with all projection modules, supporting structures, cooling system and cabling. Design & installation of the video projection systems shall be coordinated with the Employer during project implementation. The VPS controller shall have SNTP Clients for synchronizing its time. A panel matching with VPS panel shall be supplied for installation of VPS Controller as well</p>

#.	Clause
	as Time and Frequency Display System.
4	<p>The requirements for each modular VPS wall are as follows:</p> <p>Video Projection System (VPS), -70" LED Lit, Full HD resolution with 4 nos. Projection modules along with installation service - Module 2x2</p> <p>The screens shall be capable of displaying full resolution of the source.</p> <p>The configuration of the VPS wall (no. of cubes and size of each cube) is defined in the Bill of Quantity. The height of VPS above the ground level shall be decided during detailed engineering based on the layout of the control room and available clear height</p> <p>The VPS wall should be rugged in nature and shall be designed for 24X7 operational environments Necessary cooling arrangement for VPS shall be provided with the VPS VPS. The air-conditioned environment in the Control room shall be provided by the BSCDCL</p>
5	The VPS shall be designed to prevent dust ingress.
6	VPS wall Management Software shall be provided
7	<p>The Bidder shall provide a video projection system based on modular DLP (Digital Light Processing) based high resolution LED based rear projection technology. The VPS will be used to project displays of feed from Cameras Camouflaged in the smart poles. The VPS shall also be able to display Video signals (CCTV/DTH) and other Laptop Computer Feeds. The VPS shall enable users to display inputs from multiple sources/applications simultaneously in freely resizable and repositionable windows on entire display area to enable effective collaboration and faster decision making. The Bidder shall supply all necessary hardware and software, including panel, multiscreen drivers, adapters and memory to seamlessly integrate the video projection system with the user interface requirements described in the specification.</p>

j) Mobile and SoS Application

#.	Clause
1	Viewing and paying utility bills Gas, Water, Electricity etc

#.	Clause
2	View complaint status
3	Filing of RTI
4	Submitting Citizen Grievances
5	Provision of eMandi (market rates of pulses etc)
6	Payment for traffic challans
7	About Bhopal City
8	Finding nearest police station, fire station, post office etc
9	Information about Birth/Death certificate, ration card, voter id etc
10	Online forms
11	Government tenders
12	Government Job Opportunities
13	Citizen Facilities
14	Information about Elected and Admin wing
15	Pollution details
16	SoS toolkit
17	Online Medical Services

k) Surveillance Camera

#.	Clause
1	All the cameras proposed shall support Smart coding Technology i.e. Group of Pictures (GOP) control function removes unnecessary information from the frame for realizing efficient encoding, Multi process Noise Reduction and FDF(Frequency Divided Filter) etc. to reduce the network bandwidth and the disk space of recorder.
2	The camera shall be able to setup and stream out atleast four (4) stream of H.264 High profiles simultaneously. Each stream profile can has its own compression, resolution, frame rate and quality independently.
3	The camera shall have Wide Dynamic Range of 133 dB or better
4	The camera shall have Image Cropping (4 Areas) and Picture in Picture Function
5	The camera shall have minimum 8 Region of Interest Areas to retain higher image quality while the excluded area will have a decreased image quality, which enables to use lower image file size and bit rate
6	The PTZ Camera shall have Wide Dynamic Range of 105dB or Better
7	The PTZ camera shall have Tilt Range of -15° to 195° or better with 360° continuous Panning
8	PTZ Camera shall have Rain Wash Coating, Fog and Sandstorm compensation
9	The camera shall have Full duplex bi-directional audio allows interactive communication between camera site and monitoring site and 3 alarm Inputs.

l) Bill of Quantity (BOQ)

Since the entire RFP is based on a BOOT model and minimum indicative quantities has been already indicated, it is imperative for the Bidders to carry out a proper site survey before bidding for the RFP to arrive at the exact BOQ.

4.14.SLA and Penalties

This section is to be agreed by the Successful Bidder as the Service Levels and key performance indicator for this engagement. The following section reflects the measurements to be used for tracking, monitoring and reporting of performance on a regular basis and imposition of penalties for non-performance as per the terms of this RFP.

The purpose of this section is to define the levels of service which shall be provided by the Bidder to for the duration of the contract. Service Level Agreement (SLA) shall become the part of contract between Client and the Bidder. The Bidder has to comply with Service Levels requirements to ensure adherence to project timelines, quality and availability of services, throughout the period of this contract i.e. during implementation phase of 9 months and for a period of fifteen (15) years, post Go-Live (extendable up to 15 years).

For purposes of the SLA, the definitions and terms as specified in the document along with the following terms shall have the meanings set forth below: “Total Time” - Total number of hours in the quarter being considered for evaluation of SLA performance.

- a) “Total Time” - Total number of hours in the quarter being considered for evaluation of SLA performance.
- b) "Uptime" – Time period for which the specified services/ outcomes are available in the quarter being considered for evaluation of SLA
- c) “Downtime”- Time period for which the specified services/ components/outcomes are available in the quarter being considered for evaluation of SLA
- d) “Scheduled Maintenance Time”: Time period for which the specified services/ components with specified technical and service standards are not available due to scheduled maintenance activity. The Bidder is required to take at least 10 days prior approval from Client for any such activity. This would be allowed in off peak hours- generally from midnight for a maximum of 4 hours and would be granted once in a quarter and exclude festive timings etc.
- e) “Incident”: Any event / abnormalities in the service being rendered, that may lead to disruption in normal operations and services to the end user.
- f) “Response Time”: Time elapsed from the moment an incident is reported in the Helpdesk over phone or by any applicable mode of communication, to the time when a resource is assigned for the resolution of the same.
- g) “Resolution Time”: Time elapsed from the moment incident is reported to Helpdesk either in person or automatically through system, to the time by which the incident is resolved completely and services as promised are restored.

4.14.1. Timeline for Delivery

T=Date of Signing of Contract

#	Project Activity	Deliverables	Responsibility	Timelines
1	Supply of Hardware / Software/equipment etc from the date of signing the Contract	<ul style="list-style-type: none"> • Delivery Challan • Invoice Copy • Inspection report from authentic third party • Warranty certificate issued by respective OEMs for each hardware / software (back to back, in the name of Authority also) • License in case of software • MAF 	Bidder	T+20 weeks
2	Installation, Configuration Integration of Hardware/ Software/ systems	<ul style="list-style-type: none"> • Device wise Configuration report stating IP Schema • Routing details • In case of Software, the report should consist of • Software Installation Guide and checklist. • Complete set of Technical/ Operation and Maintenance Manual. • Report formats for approval of Authority UAT/testing report • Helpdesk and SLA compliance report • Configuration change report • Inventory Reports 	Bidder	T+30 weeks
3	UAT and Commissioning of entire system as per scope of work	<ul style="list-style-type: none"> • UAT Report and Successful Commissioning • Certificate/ Rectification activities 	Bidder	T+32
4	Rectifications based on UAT	<ul style="list-style-type: none"> • Test reports and configurations 	Bidder	T+34
5	Go-Live	<ul style="list-style-type: none"> • All project locations working successfully 	Bidder	T+35
6	Operations Phase Satisfactory Working Inspection	<ul style="list-style-type: none"> • Inspection to be done by Authority followed by submission and approval of Satisfactory Working Inspection Report 	Authority	T+36
7	Comprehensive Annual operations period for 15 years	<p>All project locations in working condition (after satisfactory inspection)</p> <ul style="list-style-type: none"> • Quarterly SLA compliance reports • Quarterly Preventive Maintenance reports • Quarterly Configuration change reports • Quarterly location wise 	Bidder	Quarterly after Go-live period

#	Project Activity	Deliverables	Responsibility	Timelines
		<ul style="list-style-type: none"> • Inventory reports • Other reports as desired • Quarterly user report- Location wise • Quarterly bandwidth utilization report- Location wise • Quarterly report indicating daily uptime-Location wise • Quarterly user feedback reports- Location wise • Quarterly report user complaint- Location wise showing complaint, complaint time & date, solution given, complaint clear time & date 		

The aforementioned schedule is indicative, however Bidders need to provide an exhaustive work plan in their Bid which would be evaluated during technical evaluation.

4.14.2. Service Level Conditions

a) Pre-ImplementationSLAs:

TheseSLAs shall be used to evaluate the timelines for completion of deliverables that are listed in the deliverable. These SLAs for completion of the entire system commissioning till GO LIVE.

For delay of every week in completion & submission of the deliverable mentioned in this section of Deliverables & Timeline, the Bidder would be charged with a penalty as follows:

Delay (Weeks)	Penalty % on the contract value
1 week	1% per week for the undelivered supply/services
For every week thereafter	1% per week for the undelivered supply/services
Maximum for 10 weeks	10% for the undelivered supply/services

In case the Bidder reaches 10% SLA Penalties of the contract value in the form of penalty at any point of time during the duration of pre- implementation phase, Client shall provide relief by correcting timelines by giving a grace period of further 5 weeks. If Bidder fails to set the project schedule right even after the grace period, Client shall reserve the right to invoke the termination clause after following the due Termination Process.

b) Post-Implementation SLAs:

These SLAs shall be used to evaluate the performance of the services on weekly basis but penalties would be levied for cumulative performance for the quarter basis.

- a) The SLA parameters shall be measured for each of the sub systems’ SLA parameter requirements and measurement methods, through appropriate SLA Measurement tools to be provided by the Bidder and audited by Client for accuracy and reliability. The Bidder would need to configure the SLA Measurement Tools such that all the parameters as defined under SLA matrix given below. Post-implementation SLAs, should be measured and appropriate reports be generated for monitoring the compliance.

4.14.3. SLA for Internet Wi-Fi System

SLA and Penalty Deduction for Wi-Fi systems		
Availability of Wi-Fi on Internet through Access Points (AP) (Per AP Hour)		
Sr.No	Uptime SLA (Quarterly) For AP hours	Penalty values per qtr
1	Uptime up to >= 99.9%	No Deduction
2	>=99.5% & <99.9%	0.1% of the total value of this component in the Price bid.
3	>= 99% & <99.5%	0.2% of the total value of this component in the Price bid.
4	>=98.5% & <99%	0.3% of the total value of this component in the Price bid.
5	<98.5%	0.9% of the payment due for the quarter for the component

Note:

For Internet Wi-Fi System:

- Downtime means non-working/non-availability of APs at allocations. Uptime shall be calculated as $\{1 - (\text{no. of AP hours not available}) / (\text{Total no. of APs} * \text{Total hr per quarter})\}$. For ex, if 600 nos. of APs are deployed at various locations, and 20 AP do not work for 1 hour, the total non-working AP hours will be 20 and the uptime would be $\{1 - (20 / (600 * 90 * 24))\}$, 600 being the number of APs, for 90 days on 24 hours basis. This downtime will be used for penalty calculation on quarterly basis and debited from the quarterly payables. The penalties would be levied for every AP down time be it for non-availability of network, theft, damage or non-availability of power etc. because the Bidder is responsible for supply of all enabling components on end-to-end basis.

- Downtime for single AP at any location should not be greater than 12 hours. For every hour beyond this penalty of Rs.1000/- per AP per location would be applicable additional to penalty specify as per SLA and Penalty Deduction for Wi-Fi

4.14.4. SLA for Internet through put

Throughput and Coverage: Minimum throughput and coverage has to 95% of prescribed values of each AP. The throughput will be measured at least 10 times on a random basis in a day by the Authority and it shall be acceptable and binding on the Bidder (Authority is open to Successful Bidders representative accompanying the Authority for such measurements). In case throughput falls below the guaranteed level, Authority will impose the penalty of Rs.1000/- (Rupees one thousand) per instance per location in addition to SLA and Penalty.

4.14.5. SLAs for Environmental sensors, smart street lights with control and other systems such as EV Charging not explicitly covered in specific SLAs SLA and Penalty Deduction – Based on NON availability

#	Uptime SLA (Quarterly)	Penalty Clause
1	Uptime up to 99.9%	No Deduction
2	Between 99.9% to 99.5%	0.1% of the total value of the component in the Price bid.
3	Between 99.5% to 99%	0.2% of the total value of the component in the Price bid.
4	Between 99 % to 98.5%	0.3 % of the total value of the component in the Price bid.
5	Below 98.5%	0.5% of the total value of the component in the Price Bid

Note: Uptime definition:

- All devices have to be working and deliver the desired results. The no. of hours that the particular device/equipment does not work will be treated as down time. Uptime shall be calculated as $1 - \frac{\text{no. of hours the unit was not working}}{\text{Total no. of units available} * \text{Total hr per quarter for that device}}$. For ex, if 10 nos. of Sensors for Digital display are deployed at various locations, and 2 device/units does not work for 5 Hrs, the total non-working device hours will be 10 unit hours (and the uptime would be $1 - \frac{10}{(10 * 90 * 24)}$), 10 being the number of units, for 90 days on 24 hours basis. This down time will be used for penalty calculation on quarterly basis and debited from the quarterly payables. The penalties would be levied for every unit downtime hour – be it for non-availability of network, theft, damage or non-availability of power etc. because the Bidder is responsible for supply of fallen enabling components on end to end basis. This same analogy applies to non-working street lights where 1 street light is 1

unit, and likewise for the control room, where 1 display screen is 1 unit, 1 server is 1 unit, 1 storage is 1 unit, 1 router/switch is 1 unit etc.)

4.14.6. SLA and KPI for Optical Fiber

4.14.6.1. MTTR Fiber restoration

Domain	KPI Type	KPI Parameter	Cycle	Performance Indicator	Service Level (Target)
Fiber	Corrective	MTTR for Intra-City Conventional Trenching laid Faults	Monthly	Hrs.	60% within 4Hr, 75 % within 8Hr
Fiber	Corrective	MTTR for Intra-City HDD laid Faults	Monthly	Hrs.	50% within 24Hr, 75% within 36Hr
Fiber	Corrective	MTTR for Aerial laid Faults	Monthly	Hrs.	60% within 4Hr, 75% within 8Hr
Fiber	Permanent Resolution	All Cases	Monthly	Hrs.	≤ 15 days.

4.14.6.2. Fiber Cuts

Domain	KPI Type	KPI Parameter	Performance Indicator	KPI (Target)	
				Metro	Non Metro
Fiber	Fiber Cut	Intra-city Network (Conventional trenching) - Faults / 500 Kms / Month.	Nos.	≤ 14	≤ 12
Fiber	Fiber Cut	Intra-city Network (HDD) - Faults / 500 Kms / Month.	Nos.	≤ 9	≤ 7
Fiber	Fiber Cut	Intra-city Network (Aerial) - Faults / 500 Kms / Month.	Nos.	≤ 18	≤ 18

4.14.7. Other SLAs

Domain	KPI Type	KPI Parameter	Performance Indicator	Target
Fiber	Functional	Compliance to Dark Fiber Monitoring	%	≥ 95%
Fiber	Functional	Compliance to OFC Route Surveillance Schedules.	%	≥ 95%
Fiber	Functional	Compliance to Link Handover and testing (in case of fiber leasing to other Telco's).	Nos.	Within 15 days of receipt of instructions.

4.14.8. Other Penalties

- It is expected that the Bidders should comply with all the Policy/Procedural/ Regulatory Guidelines enforced by Government of India, Government of MP, Department of Science & Technology, Concern Agency, TRAI and other related bodies as on the date of signing the Contract.
- The Bidder should also safeguard the Application Security and Application Integrity.
- Penalty would be applicable for non-compliance of relevant security certifications.
- There would be Zero Tolerance policy against such breaches.
- The penalties across various breaches could be categorized as follows; (this includes but not limited to the following)
 - Information Security Breach: Any data leakage, information sharing, reports sharing without the consent of Concern Agency.
 - Network & System Security Breach: Any instance of hacking, information/data compromise, unauthorized access to public Wi-Fi.
 - Guidelines Breach: Non-compliance to guidelines shared by various government agencies such as complying with standards for website/mobile app development etc.

- For any of the breach for above mentioned category, a penalty would be levied on the Bidder for every instance of occurrence if not responded as per the timelines mentioned in the table below. The response of the same is desired to be provided in the timelines as specified in the table below. The details of the same are given below:

Type	Measurement (Unit)	Response Time (in unit)	Penalty on delay/Unit response w.r.t.
Information Security Breach	Hours	1	Rs.1,00,000/-
Network & System Security Breach	Hours	1	Rs.2,00,000/-
Guidelines Breach	Days	7	Rs.1,00,000/-

- The response time refers to immediate remedial action taken and preventive measures updated by the Bidder on occurrence of the event.
- In case the breaches are not responded to in the time frame as specified, penalties would be levied as per the table above and failing to address the breach in desired timeline, recurring penalties would be levied with respect to delay in units as mentioned. E.g. In case of an Information Security Breach, the Bidder has to respond within 1 hour of the event occurrence. If the Bidder responds in 2:15 hours, a penalty equivalent to 2 hours i.e. Rs. 2, 00,000/- would be imposed on the Bidder.
- In case of more than 5 instances of breach within the project year, Authority reserves the right to invoke the termination clause along with legal action would be initiated for serious offence as decided by Authority.
- Guidelines Breach includes non-compliance to certain guidelines as set by various agencies like DIT, DST etc. In such cases, resolution of the issue is also mandatory. The Bidder would be required to respond with the action plan / change request, as applicable, in order to resolve the guidelines breach with the specified response time.

4.14.9. Manpower Availability

- The Successful Bidder needs to supply the onsite manpower as per the defined scope of work. The supplied manpower needs to report on day to day basis to Authority.
- The successful Bidder needs to submit duly authorized attendance report along with the quarterly invoice.

- Penalty on non-deployment of required manpower: Rs. 500 per engineer per day on non-reporting or non-deployment of minimum required manpower.

4.14.10. Helpdesk Response and Resolution time

SLA and Penalty Deduction For Helpdesk Response and resolution time		
SrNo	Particulars	Penalty Amount
1	For less than 1% of the calls not getting responded in less than or equal to 3 seconds per quarter	None
2	For every % calls beyond 1%, a penalty of Rs. 1 Lac per % calls or part thereof shall be levied calculated per quarter basis.	Rs. 1 Lacs per Percentage beyond 1%. Maximum penalty of Rs. 10 Lacs per quarter.
3	For Grievances and complaints from users, resolutions provided within 4 hours	No penalty
4	For Grievances/ complaints calls not resolved within 4 hrs for every 1% complaints/Grievances, a penalty will be levied.	Rs. 1 Lacs per Percentage beyond 1%. Maximum penalty of Rs. 10 Lacs per quarter.

Penalties shall not be levied on the Bidder in the following cases:

- There is a force majeure event affecting the SLA which is beyond the control of the Bidder. Force Majeure events shall be considered in line with the clause mentioned RFP.
- The non-compliance to the SLA has been due to reasons beyond the control of the Bidder.
- Theft cases by default/vandalism would be considered as “beyond the control of Bidder” and will be counted as Force Majeure Condition. However, the Bidders should be taking adequate anti-theft measures, spares strategy, Insurance as required to maintain the desired Required SLA.
- The maximum cumulative penalty that could be imposed on the Bidder for any or all SLA violation post implementation shall not exceed 5% of the revenue realized for the quarter of the year when the incident has occurred.
- The aforementioned penalty shall be the full and final compensation for any SLA violation.

4.14.11. Acceptance Testing and Certification

The primary goal of Acceptance Testing and Certification is to ensure that the Project (including all the project components as discussed in the scope of work) meets requirements, standards, specifications and performance, by ensuring that the following are associated with clear, quantifiable metrics for accountability:

- Infrastructure (Software, Hardware and Network) Compliance Review
- Availability of the project Services in the defined locations Performance Manageability
- SLA Reporting System
- Project Documentation

The Authority shall establish appropriate processes for notifying the Successful Bidder of any shortcomings from defined requirements at the earliest instance after noticing the same to enable the Successful Bidder to take corrective action. All gaps identified shall be addressed by the Successful Bidder immediately. It is the responsibility of the Successful Bidder to take any corrective action required to remove all shortcomings, before/during the roll out of the project.

The Authority may get the acceptance testing done either on its own or through a third party. It is to be noted that the involvement of the third party for acceptance testing and certification, does not absolve the selected Bidder of his responsibilities to meet SLAs as laid out in this RFP document.

The Authority shall ensure that the Bidder shall get the requisite permissions such as Right of Way (ROW) and all obligations of the Authority are fulfilled before the Acceptance Testing and Certification. Should any Acceptance get held up due to reasons attributable to the Authority, the Bidder shall not be held accountable for such delays or shortfalls on the part of Authority.

The Authority may also get the system audited either on its own or through a third party at any stage to ensure the success of the project.

Such third-party agency for carrying out the acceptance testing and certification of the entire solution shall be nominated by the Authority.

Following discuss the acceptance criteria to be adopted for the project as mentioned above. The list below is indicative and the activities shall include but not be limited to the following:

11) Infrastructure Compliance Review

Audit agency shall perform the Infrastructure Compliance Review to verify the conformity of the Infrastructure (both IT, non IT as well as Network infrastructure) supplied by the Successful Bidder against

the requirements and specifications provided in the RFP and/or as proposed in the Bid submitted by the Successful Bidder. Compliance review shall not absolve the Successful Bidder from ensuring that proposed infrastructure meets the SLA requirements.

12) Manageability Review

The agency shall verify the manageability of the solution and its supporting infrastructure deployed using the Enterprise Management System (EMS) proposed by the Successful Bidder. The manageability requirements include requirements such as on line ticket monitoring, remote monitoring, administration, configuration, inventory management, fault identification etc.

13) SLA Reporting System

The Successful Bidder shall design, implement/customize, deploy the Enterprise Management System (EMS) and shall develop any additional tools required to monitor the performance indicators listed as per the SLAs mentioned in the RFP. The Acceptance Testing and Certification agency shall verify the accuracy and completeness of the information captured by the SLA monitoring system implemented by the Successful Bidder and shall certify the same. The EMS deployed for the project, based on SLAs, shall be configured by the Successful Bidder to calculate the payment to be paid by the Authority after deducting the necessary penalties. EMS should be integrated with the toll free call center (established by the Bidder) for site fault reporting.

14) Project Documentation

The Agency shall review the project documents developed by the Successful Bidder including installation, training and administration manuals, version control etc.

Any issues/gaps identified by the Agency, in any of the above areas, shall be addressed to the complete satisfaction of the Department.

5. Responsibility of BSCDCL

Following will be the responsibilities of BSCDCL during the execution of project;

a) Fiber

- Non Exclusive ROW (Right of way) free of cost for laying of fiber will be provided by the Authority within Municipal limits. This right shall be available for the duration of the contract (15 Years).
- The fiber so laid in this ROW can be monetized by the Bidder at his discretion and at rates which the Bidder deems fit.

- Apart from ROW permissions if any other permission is required for laying of fiber then Authority shall be responsible for obtaining the same from relevant authorities.
- While laying the new fiber if any other fiber is cut laid by utility which is already existing in the place where new fiber is being laid then BSCDCL will liaison with the other party to provide a window of eight hours for rectification during the laying phase and six hours during the maintenance phase. During this period there will be not be any penalty to the Bidder.
- Similarly if any other entity cuts the fiber inadvertently which belonging to Bidder. BSCDCL will get the Bidders fiber rectified back to normalcy with in a period of 8 hours during implantation phase and six hours in the maintenance phase
- After laying the fiber, Bidder shall be responsible for making good the cuts if any made in the road.
- Authority shall have right to use 10% of the fiber laid (10% of 48 Cores – 5 Fiber Strands) for its own purpose and other Governmental programs

b) Smart Pole

- Exclusive ROW, free of cost, for installation of Smart poles for Telecom Cell sites to be provided by the Authority within Municipal limits to the Bidder. This right shall be available for the duration of the contract (15 Years) to the Bidder.
- In order to make Bhopal as a Smart City it is envisaged to reduce the visual pollution and removal of Telecom Sites from Residential Area
- Authority will provide new Telecom site location only in the street Smart Poles envisaged as part of this Project. Authority will also issue necessary Government notifications/by-laws to this effect with a period of 6 months from the date of award of contract.
- In the event Authority fails to adhere to issue the necessary Governmental notification/ by-law, Authority shall compensate the Bidder by an amount as Indicated in the contract by the Bidder

c) Wi-Fi Access point

- Exclusive ROW, free of cost, for provisioning of Wi-Fi Services in 100 Locations to be provided by the Authority with in Municipal limits. This right shall be available for the duration of the contract (15 Years)

d) Advertisement Rights

- Authority shall provide exclusive advertisement rights to the Bidder to earn revenue out of advertisements, digital signage etc. from the equipment being supplied in this project and which form part of this Project

e) Coordination Support

- Authority shall coordinate with other governmental departments if any required for faster implementation of this Project. Such delays shall be excused from Bidders performance without any penalty.

f) Other Support

- Authority shall provide warehousing support in Bhopal.
- Authority will provide uninterrupted electricity free of cost to the Bidder for the smart poles, surveillance camera and Wi-Fi access points, cellular base stations, EV charging point, Environmental sensors and any other device which is the part of the RFP. Please note that the purpose of Energy Saving calculations, the electricity consumed for the aforementioned devices shall not be taken in to account.
- In the event of electricity not being made available the same shall not affect the Bidder's SLA and no penalty will be imposed.
- In case there are overhead cables exiting between street lights the same will be made underground by Bhopal Municipal Corporation.

ANNEXURE 12

Guidelines of the Department of Disinvestment

No.6/4/2001-DD-II
Government of India
Department of Disinvestment

Block 14, CGO Complex
New Delhi
Dated 13th July, 2001

OFFICE MEMORANDUM

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment.

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like net worth, experience etc, used to be prescribed. Based on experience and in consultation with concerned departments. Government has decided to prescribe the following additional criteria for the qualification/disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

(a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.

(b) In regard to matters relating to the security and integrity of the country, any charge-sheet by agency of the Government/conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/persons.

(c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.

(d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal

against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.

(e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.

(f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.

(g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/Managers/employees, full details of such investigation including the name of the investigating agency, the charge/offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, as similar undertaking shall be obtained along with EOI.

Sd/-

(A.K. Tewari)

Under Secretary to the Government of India

Draft Concession Agreement

(Part 1 - Intelligent Street pole)

Selection of Bidder for Implementing Smart City Pan City Projects in Bhopal under PPP on BOOT model



Reference No.: NIT 3

Date: 14/05/2016

**Bhopal Smart City Development Co. Ltd, Bhopal
Madhya Pradesh**

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THIS CONCESSION AGREEMENT is entered into aton this the
.....day of, 2016

BETWEEN

The CEO, Bhopal Smart City Development Co. Ltd,
Zone 14, near Tatpar petrol pump, BHEL Govindpura, Bhopal, Madhya Pradesh- 462023
in his/her executive capacity (hereinafter referred to as “BSCDCL” or the “Concessioneing
Authority” or the “Authority”, which expression shall include its successors and assigns)
of the first part;

AND

M/s. _____ a company
incorporated under the Companies Act, 1956, having its registered office
at _____ (hereinafter referred to
as the "Concessionaire", which expression shall include its permitted successors and
assigns).of the second part

AND

M/s. _____ a Company incorporated under
....., having its
registered Office at _____ (hereinafter
referred to as _____ which expression
shall include its permitted successors and assigns).of the third part.

AND

M/s. _____ a company incorporated
under having its
registered Office at _____ (hereinafter
referred to as _____ which expression shall include its permitted successors
and assigns).of the fourth part.

AND

M/s. _____ a company incorporated
under having its
registered Office at _____ (hereinafter
referred to as _____ which expression shall include its permitted successors
and assigns).of the fifth part.

PREAMBLE

WHEREAS

- A. BSCDCL has conceived and is keen to implement a project envisaging Implementing Smart City Pan City Projects in Bhopal under PPP on BOOT model.
- B. BSCDCL has invited tenders from eligible persons/ firms/ companies/ consortiums for implementing the Project;
- C. In response to the aforesaid invitation for tenders, BSCDCL has received bids from _____ Concessionaires including the Concessionaire for implementing the Project;
- D. BSCDCL, after evaluating the aforesaid bids, accepted the bid submitted by the Concessionaire and issued the Letter of Award (LOA) No: _____ dated _____ to the Concessionaire;
- E. In accordance with the requirements of the said tender/bid submitted by the Concessionaire, BSCDCL has agreed to grant to the Concessionaire the Concession (as hereinafter defined) for the Concession Period, to finance, construct, operate, maintain the Project, pay an agreed Revenue Share to BSCDCL during the Concession Period, and at the end of the Concession Period transfer the implemented infrastructure to BSCDCL, on the terms, conditions and covenants hereinafter set forth in this Agreement.
- F. The Concessionaire hereby accepts the Concession granted and undertakes to implement the Project in terms of this Agreement.
- G. M/S _____ are the promoters / shareholders of the Concessionaire company and have joined as parties to this Agreement as confirming parties for the due performance by the Concessionaire of its obligations under this Agreement.

NOW THEREFORE in lieu of the mutual promises and considerations set out herein, BSCDCL and the Concessionaire (each individually a "Party" and collectively "Parties" hereto) hereby agree to be bound by the provisions of this Agreement.

ARTICLE – 1: DEFINITIONS AND INTERPRETATION

1.1. Definitions:-

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

"Accounting Year" means the financial year commencing from 1st April of any calendar year and ending on 31st March of the next calendar year.

"Agreement" means this Agreement including Schedules 'A' through 'J' hereto, and any amendments thereto made in accordance with the provisions of this Agreement.

"Applicable Laws" means all laws, promulgated or brought into force and effect and all Rules and Regulations made and all Notifications and Guidelines issued there under by the Government of India, Government of Madhya Pradesh and BSCDCL, including all judgments, decrees, injunctions, writs and orders of any court of record, as may be in force and effect during the subsistence of this Agreement.

"Applicable Permits" means all clearances, permits, authorizations, consents and approvals under or pursuant to Applicable Laws, required to be obtained and maintained by the Concessionaire, in order to implement the Project and to provide the Project Facility in accordance with this Agreement.

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

"Bank Rate" means the rate of interest specified by the Reserve Bank of India from time to time in pursuance of section 49 of the Reserve Bank of India Act, 1934 or any replacement of such Bank Rate for the time being in effect;

"Bid Variable" means the Revenue Share payable by the Concessionaire to BSCDCL as provided in Article 9.

"Change in Law" means the occurrence of any of the following after the date of this Agreement:

- a. the enactment of any new Indian law;
- b. the repeal, modification or re-enactment of any existing Indian law;
- c. the commencement of any Indian law which has not entered into effect until the date of this Agreement;
- d. a change in the interpretation or application of any Indian law by a court of record as compared to such interpretation or application by a court of record prior to the date of this Agreement; or

e. Any change in the rates of any of the taxes.

"**BSCDCL**" Bhopal Smart City Development Co. Ltd and their Representatives.

"**COD**" means the commercial operations date of the Project which shall be the date on which the Officer-in-Charge has issued the Completion Certificate or the Provisional Certificate upon implementation of all the activities as mentioned in the Scope of Work, fully completed in all respects, as envisaged under the Project and which shall, subject to the provisions of this Agreement, be not later than **One year** from Commencement Date.

"**Commencement Date**" means the date on which the physical possession of the Project Site is delivered by BSCDCL to the Concessionaire, which shall not be later than 21 days from the date of issue of the Letter of Award

"**Completion Certificate**" means the certificate issued by the Officer-in-Charge pursuant to Clause 7.3 (d).

"**Concession**" shall have the meaning ascribed thereto in Clause 2.1.

"**Concession Period**" means the period as applicable specified in Clause 2.2.

"**Concessions Authority**" means M/s. Bhopal Smart City Development Co. Ltd (BSCDCL) and shall include its successors and assigns

"**Concessionaire**" means M/s. _____ and shall include its successors and permitted assigns expressly approved by BSCDCL.

"**Construction Works**" means all works and things necessary to achieve commercial operation of the Project in accordance with this Agreement.

"**Contractor**" means any person with whom the Concessionaire has entered into/ may enter into all or any of the Project Agreements.

"**Cure Period**" means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Party responsible for such breach or default.

"**Debt Due**" means the aggregate of the following sums expressed in rupees, outstanding and payable to the Lenders under the Financing Documents:

(i) the principal amount of the debt provided by the Lenders under the Financing Documents for financing the Project (the "principal") which is outstanding as on the Termination Date but excluding any part of the principal that had fallen due for repayment one year prior to the Termination Date unless such repayment had been rescheduled with the prior consent of BSCDCL; and

(ii) all accrued interest, financing fees and charges payable on or in respect of the debt referred

to in sub-clause (i) above up to the date preceding the Termination Date but excluding (a) any interest, fees or charges that had fallen due one year prior to the Termination Date, and (b) penal interest or charges payable under the Financing Documents to the Lenders.

"Dispute" shall have the meaning ascribed thereto in Clause 17.1.

"Dispute Resolution Procedure" means the procedure for resolution of Disputes set forth in Article 17.

"Drawings" means all of the drawings, designs, calculations and documents pertaining to the Project as set forth in Schedule 'F' and shall include "as built" drawings of the Project.

"Emergency" means a condition or situation that is likely to endanger the security of the individual or about the Project including users thereof or which poses an immediate threat of material damage to any of the Project Assets.

"Officer-in-charge" means the Nodal Officer of BSCDCL of the respective area or any other Person Authorized by BSCDCL.

"Encumbrance" means any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect on the security or other such obligations and shall include without limitation any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, and physical encumbrances and encroachments on the Project Site.

"Equity" means the sum expressed in Rupees representing the equity share capital of the Concessionaire for meeting equity component of the Total Project Cost.

"Financing Documents" means the documents executed by the Concessionaire in respect of financial assistance (including refinancing) for the Project to be provided by the Lenders by way of loans, advances, subscription to debentures and other debt instruments and guarantees, risk participation, take-out financing or any other form of credit enhancement and shall include loan agreements, guarantee agreements, subscription agreements, notes and any documents providing security for such financial assistance, and includes amendments or modifications made thereto.

"Financial Close" means the date on which the Financing Documents providing for funding by the Lenders have become effective and the Concessionaire has immediate access to such funding under the Financing Documents.

"Force Majeure Event" shall have meaning ascribed thereto in Clause 13.1.

"Good Industry Practice" means those practices, methods, techniques, standards, skills, diligence and prudence which are generally and reasonably expected of and accepted internationally from a reasonably skilled and experienced operator engaged in the same type of undertaking as envisaged under this Agreement and acting generally in accordance with the provisions of the BSCDCL Act, and rules made there under and would mean good engineering

practices in the design, engineering, construction and project management and which would be expected to result in the performance by the Concessionaire of its obligations and in the operation and maintenance of the Project in accordance with this Agreement, Applicable Laws, Applicable Permits, reliability, safety, environment protection, economy and efficiency.

"Government Agency" means the Government of India, the Government of Madhya Pradesh, BSCDCL, or any State government or governmental department, commission, board, body, bureau, agency, authority, instrumentality, court or other judicial or administrative body, central, state, or local, having jurisdiction over the Concessionaire, the Project Assets or any portion thereof, or the performance of all or any of the services or obligations of the Concessionaire under or pursuant to this Agreement.

"Implementation Period" means the period beginning from the Commencement Date and ending on the COD. The Implementation Period shall be the estimated implementation period plus a reasonable time (up to 2 months) required by the Concessionaire for all pre-implementation activities such as investigation/study, designing, obtaining necessary approvals and arrangement of finance.

"Indirect Political Event" shall have the meaning ascribed thereto in Clause 15.3.

"Lenders" means the financial institutions, banks, funds, trusts or trustees of the holders of debentures or other securities, and their successors and assigns, who provide financial assistance to the Concessionaire under any of the Financing Documents.

"Maintenance Manual" shall have the meaning ascribed to it in Clause 7.5.

"Maintenance Programme" shall have the meaning ascribed to it in Clause 7.6.

"Material Adverse Effect" means material adverse effect on (a) the ability of the Concessionaire to observe and perform any of its rights and obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement.

"Material Breach" means a breach by either Party of any of its obligations under this Agreement which has/ is likely to have a Material Adverse Effect on the Project and which such Party shall have failed to cure within the Cure Period.

"Minimum Maintenance Requirements" means minimum maintenance requirements for the maintenance of the Project as set forth in Schedule 'H'.

"Non Political Event" shall have the meaning ascribed thereto in Clause 13.2.

"O&M" means the operation and maintenance of the Project during Operations Period including but not limited to functions of maintenance, collection and retention of Fees and charges and performance of other services incidental thereto.

"O&M Contract" means the Operation and Maintenance Contract that may be entered into between the Concessionaire and the O&M Contractor for O&M of the Project/Project Facility.

"O&M Contractor" means the person or entity with whom the Concessionaire has entered into an O&M Contract for discharging O&M functions for and on behalf of the Concessionaire.

"O&M Expenses" mean the expenses incurred by or on behalf of the Concessionaire, duly certified by its Statutory Auditors for all regularly scheduled and reasonably anticipated O&M functions during Operations Period, including, without limitation (a) all cost of salaries and other employee compensation and contract fee payable to the O&M Contractor, if any, (b) cost of materials, supplies, utilities and other services, (c) premium for insurance, (d) all franchise, excise, property and other similar taxes and all costs and fees incurred in order to obtain and maintain all Applicable Permits necessary for the O&M of the Project/Project Facility at its full design capacity, (e) all repair, replacement and maintenance costs of the Project/Project Facility, and (f) all other expenditures required to be incurred under Applicable Law or under Applicable Permits necessary for the operation and maintenance of the Project according to the Specifications and Standards at its full design capacity.

"Operations Period" means the period commencing from COD and ending at the expiry of the Concession Period.

"Parties" means the parties to this Agreement collectively and "Party" shall mean either of the Parties to this Agreement individually.

"Performance Security" means the Performance Security for construction or Performance Security for operation and maintenance as applicable in terms of Article 3.

"Person" means any individual, company, corporation, partnership, joint venture, trust, unincorporated organization, government or Government Agency or any other legal entity.

"Political Event" shall have the meaning ascribed thereto in Clause 13.4.

"Project" means the project described in Schedules 'A' and 'B' which the Concessionaire is required to design, engineer, procure, finance, construct, operate, maintain and transfer in accordance with the provisions of this Agreement.

"Project Agreements" means collectively this Agreement, any contract for the design, engineering, procurement and construction of the Project, O&M Contract and any other material contract (other than the Financing Documents) entered into or may hereafter be entered into by the Concessionaire in connection with the Project.

"Project Assets" means all physical and other assets relating to and forming part of the Project including but not limited to (i) rights over the Project Site in the form of license, or otherwise, (ii) tangible assets such as civil works including foundations, embankments, pavements, drainage works, lighting facilities, sign boards, electrical works for lighting on the Project, telephone and other communication systems, equipment for the Project, and wayside

amenities,`

"Project Completion" shall have the meaning ascribed thereto in Clause 7.2.

"Project Completion Schedule" means the progressive Project milestones set forth in Schedule 'C' for the implementation of the Project.

"Project Facility" means collectively the facilities on the Project Site to be constructed, built, installed, erected or provided by the Concessionaire for use of the users by implementing the Project and more specifically set out in Schedule 'B'.

"Provisional Certificate" shall have the meaning ascribed to it in Clause 7.3(e).

"Punch List" shall have the meaning ascribed thereto in Clause 7.3(e).

"Scheduled Project Completion Date" shall have the meaning set forth in Clause 7.2(b).

"Specifications and Standards" means the specifications and standards relating to the quality, capacity and other requirements for the Project as set forth in Schedule 'G' and any modifications thereof, or additions thereto as included in the design and engineering for the Project submitted by the Concessionaire to, and expressly approved by BSCDCL.

"Statutory Auditors" means a reputed firm of Chartered Accountants duly licensed to practice in India acting as statutory auditors of the Concessionaire.

"Termination" means termination of this Agreement and the Concession hereunder pursuant to a Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include the expiry of this Agreement/Concession due to expiry to the Concession Period in the normal course.

"Termination Date" means the date on which the Termination occurs which shall be the date on which Termination Notice has been delivered or deemed to have been delivered by a Party issuing the same to the other Party in accordance with the provisions of this Agreement.

"Termination Notice" means a communication in writing by a Party to the other Party regarding Termination in accordance with the applicable provisions of this Agreement.

"Tests" means the tests to be carried out to determine the Project Completion and its certification by the Officer-in-Charge prior to commencement of commercial operation of the Project.

"Total Project Cost" means the lowest of the following:

- (a) Actual capital cost of the Project upon completion of the Project as certified by the Statutory Auditors; or
- (b) Total project cost as set forth in Financing Documents.

1.2. Principles of Interpretation

- a. The Article numbers, clause numbers, headings and marginal headings in this Agreement are solely for the purpose of facilitating reference and shall not impact the construction or interpretation of this Agreement.
- b. Words importing Persons or Parties shall include firms, companies, corporations, trusts, associations and any organizations having legal capacity to sue and be sued in their names.
- c. Words importing the singular also include the plural and vice-versa where the context requires.
- d. Words importing one gender also include other gender.
- e. In case of ambiguities or discrepancies in this Agreement, the following shall apply;
 - (i) between two Articles of this Agreement, the provisions of specific Articles relevant to the issue under consideration shall prevail over those in other Articles;
 - (ii) between the Clauses and the Schedules, the Clauses shall prevail;
 - (iii) between the written description on the drawings and the Specifications and Standards, the latter shall prevail;
 - (iv) between the dimensions scaled from the drawings and their specific written dimensions, the latter shall prevail;
 - v) Between any value written in numerals and that in words, the latter shall prevail. Any word not specifically defined herein shall have the same meaning as is given in the standard Oxford Dictionary, with reference to the context in which it is used.

1.3. Priority of Documents

The documents referred to in this Agreement and forming part thereof are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy in the documents, the Concessions Authority shall issue any necessary clarification or instruction to the Concessionaire, and the priority of the documents shall be as follows: -

- (i) This Concession Agreement
- (ii) The Schedules to this Agreement
- (iii) The “Letter of Award”
- (iv) The Bids submitted by the Concessionaire
- (v) The written clarifications issued to the Concessionaires
- (vi) Written addenda to the RFP

ARTICLE – 2: CONCESSION AND PROJECT SITE

2.1. Grant of Concession

- a) Subject to and in accordance with the terms and conditions set forth in this Agreement, BSCDCL hereby grants and authorizes the Concessionaire to investigate, study, finance, construct, operate and maintain the Project Facility and to exercise and/or enjoy the rights to collect revenue from commercial utilization of space allocated as set forth in this Agreement (viz. advertisements etc), collectively known as “the Concession”.
- b) The title of interest, ownership and rights with regard to project implemented by the Concessionaire for BSCDCL along with fixtures/ fittings provided therein shall rest with the Concessionaire until the expiry of the Contract or as per Termination provisions and rights related to the land allotted by the BSCDCL shall vest with the BSCDCL except that these will be operated and maintained by the Concessionaire as agreed in this Agreement.

2.2. Concession Period

The Concession hereby granted is for a period of **Fifteen (15) years** (excluding construction period of 9 months) commencing from the Commencement Date during which the Concessionaire is authorized to implement the Project and to operate the Project Facility in accordance with the provisions hereof.

2.3. Acceptance of the Concession

The Concessionaire hereby accepts the Concession and agrees and undertakes to implement the Project/ provide the Project Facility, and to perform/discharge all of its obligations in accordance with the terms and conditions set forth in this Agreement.

2.4. Project Site

- (a) BSCDCL hereby undertakes to handover to the Concessionaire physical possession of the Project Site as specified in the RFP free from Encumbrance within 15 days from the date of issue of the Letter of Award / Work Order together with the necessary rights of way/way leaves for the purpose of implementing the Project in accordance with this Agreement.
- (b) BSCDCL confirms that upon the Project Site being handed over pursuant to the preceding sub-Clause (a) the Concessionaire shall have the right to enter upon, occupy and use the Project Site and to make at its costs, charges and expenses such development and improvements in the Project Site as may be necessary or appropriate to implement the Project and to provide the Project Facility subject to and in accordance with the provisions of this Agreement.

2.5. Use of the Project Site

The Concessionaire shall not without prior written consent or approval of BSCDCL use the Project Site for any purpose other than for the purposes of the Project/ the Project Facility and purposes incidental thereto as permitted under this Agreement or as may otherwise be approved by BSCDCL.

2.6. Information about the Project Site

The information about the Project Site set out in Schedule 'B' is provided by BSCDCL in good faith and with due regard to the matters for which such information is required by the Concessionaire. BSCDCL agrees to provide to the Concessionaire, upon a reasonable request, any further information relating to the Project Site, which BSCDCL may now possess or may hereafter come to possess. Subject to this BSCDCL makes no representation and gives no warranty to the Concessionaire in respect of the condition of the Project Site.

2.7. Peaceful Possession

BSCDCL warrants that:

- (a) the Project Site having been acquired through the due process of law belongs to and is vested in BSCDCL, and that BSCDCL has full powers to hold, dispose of and deal with the same consistent, inter alia, with the provisions of this Agreement;
- (b) the Concessionaire shall have no obligation/liability as to payment of any compensation whatsoever to whomsoever the Project Site or any part thereof had been acquired from and that the same shall be the sole responsibility of BSCDCL; and
- (c) the Concessionaire shall, subject to complying with the terms and conditions of this Agreement, remain in peaceful possession and enjoyment of the Project Site during the Concession Period. In the event the Concessionaire is obstructed by any Person / Company claiming any right, title or interest in or over the Project Site or any part thereof BSCDCL shall, if called upon by the Concessionaire, defend the Concessionaire against such claims and proceedings and also keep the Concessionaire indemnified against any direct or consequential loss or damages which the Concessionaire may suffer, on account of any such right, title, interest or charge.

2.8. Rights over the Project Site

- (a) The Concessionaire shall have exclusive rights to the use of the Project Site in accordance with the provisions of this Agreement. The Concessionaire shall allow access to, and use of the Project Site/ Project Facility for the authorities/agencies laying telecommunication lines, electric lines or such other public purposes as BSCDCL may specify, provided that such access or use does not result in a Material Adverse Effect or closure of Project Facility for a period exceeding 30 days at a stretch at any location and that BSCDCL undertakes to ensure that the Project Facility is restored at the cost and expenses of BSCDCL as per the Specifications and Standards.

Where such access or use causes any loss of revenue to the Concessionaire, BSCDCL shall compensate the Concessionaire for such loss by increasing the Concession Period suitably.

- (b) The Concessionaire shall not part with or create any Encumbrance on the whole or any part of the Project Site save and except as set forth and permitted under this Agreement provided however that nothing contained herein shall be construed or interpreted as restriction on the right of the Concessionaire to appoint any Contractor for the performance of its obligations hereunder including for operation and maintenance of all or any part of the Project/ Project Facility.

ARTICLE – 3: PERFORMANCE SECURITY

3.1. Performance Security

- a) The Concessionaire shall for due and punctual performance of obligations during the Project Construction, Implementation and O&M Period deliver to BSCDCL, will submit Performance Security as per the RFP.
- b) The Concessionaire shall submit a Performance Security in the form of an irrevocable and unconditional Bank Guarantee, valid for a period of one hundred and twenty (120) days beyond the Expiry Date, from any scheduled bank for an amount equivalent to sum of the following:
 - (i) one – fourth of Annual Revenue Share mentioned in **Schedule K** for corresponding year of the Concession Period,
 - (ii) Fifty percent of the Grant quoted by the Concessionaire in its Bid and committed to be paid by the Authority.

The Concessionaire shall be responsible for submission of the Performance Security fifteen (15) days prior to commencing of a particular year except the first year.

- c) The Performance Security shall be in the same format as detailed in **Schedule L** initially valid for twelve (12) months from the date of its issue.
- d) The Concessionaire shall renew the Performance Security fifteen (15) days before its expiry date as per provisions of Clause 3.1(b) and furnish the same to the Authority, failing which the Authority shall have the right to invoke the Performance Security.
- e) The Concessionaire shall, within ten (10) days of drawl from the Bank Guarantee by the Authority, restore the value of Bank Guarantee to the original amount existing as on the date prior to such drawl, failing which the Authority shall have the right to draw from the amount of Performance Security in full, notwithstanding to any other right as per the Agreement.

ARTICLE – 4: REVENUE

4.1. Collection and Appropriation of Revenue

- a) Subject to the provisions of this Agreement, the Concessionaire shall, during Operations Period be entitled to demand and collect revenue from advertisements, LED Energy Saving, EV Charging, Wi-Fi , Intelligent street pole rentals etc at the Project Site as specified and permitted by BSCDCL.
- b) The Concessionaire shall not collect any revenue until it has received Completion Certificate or the Provisional Certificate from the Officer-in-Charge.
- c) In case any advertisement space remains unutilized, no adjustment in the Bid Variable will be allowed under any circumstances.

4.2. Collection and Appropriation of Revenue from Advertisement at identified locations

- a) Subject to the provisions of this Agreement, the Concessionaire shall during Operations Period be entitled to collect revenue from advertisements, LED Energy Saving, EV Charging, Wi-Fi , intelligent street pole rentals etc as specified in this Agreement.

ARTICLE - 5 OBLIGATIONS AND UNDERTAKINGS

In addition to and not in derogation or substitution of any of the obligations set out elsewhere in this Agreement, the Parties agree and undertake as under

5.1. General Obligations of the Concessionaire

The Concessionaire shall at its own cost and expense:

- (i) Investigate, study, construct, operate and maintain the Project Assets/Project Facility in accordance with the provisions of this Agreement, Good Industry Practice and Applicable Laws.
- (ii) Obtain all Applicable Permits in conformity with the Applicable Laws and be in compliance thereof at all times during the Concession Period;
- (iii) Ensure that services of water supply, sewerage, drainage, electricity, telephone etc. in the vicinity, encountered during the period of implementation/ operation/ maintenance are not damaged. In case these are required to be shifted, the same shall be done by the BSCDCL at their cost.
- (iv) procure and maintain in full force and effect, as necessary, appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used in or incorporated into the Project;
- (v) ensure and procure that each Project Agreement contains provisions that would entitle BSCDCL or a nominee of BSCDCL to step into such Agreement at BSCDCL 's discretion, in place and substitution of the Concessionaire in the event of Termination pursuant to the provisions of this Agreement;
- (vi) provide all assistance to the Officer-in-Charge/ BSCDCL Nodal Officer as they may reasonably require for the performance of their duties and services under this Agreement;
- (vii) provide to the Officer-in-Charge/ BSCDCL Nodal Officer, reports on a regular basis during the Implementation Period and the Operations Period in accordance with the provisions of this Agreement; The Concessionaire shall adhere to the provisions of Applicable Laws, by-laws and rules in connection with project implementation and revenue generation. The Concessionaire shall also pay/ ensure payment to BSCDCL of revenue tax, if any, in respect

of the revenue generated in accordance with the provisions of Applicable Laws and the by-laws and rules there under.

- (viii) appoint, supervise, monitor and control the activities of Contractors under their respective Project Agreements as may be necessary;
- (ix) make efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of the Concessionaire's obligations under this Agreement;
- (x) develop, implement and administer a surveillance and safety program for the Project/Project Facility and the users thereof and the Contractors' personnel engaged in the provision of any services under any of the Project Agreements including correction of safety violations and deficiencies, and taking of all other actions necessary to provide a safe environment in accordance with Applicable Laws and Good Industry Practice;
- (xi) not place or create nor permit any Contractor or other person claiming through or under the Concessionaire to create or place any Encumbrance over all or any part of the Project Assets, or on any rights of the Concessionaire therein, save and except as expressly set forth in this Agreement;
- (xii) be responsible for safety, soundness and durability of the Project Facility including all structures forming part thereof and their compliance with the Specifications and Standards;
- (xiii) ensure that the Project Site remains free from all encroachments and take all steps necessary to remove encroachments, if any;
- (xiv) operate and maintain the Project at all times during the Operations Period in conformity with this Agreement including but not limited to the Specifications and Standards, the Maintenance Programme and Good Industry Practice;
- (xv) Ensure that Project Site and facilities created are not defaced by any kind of writings/ posters

5.2. Obligations of the Concessionaire during Implementation Period

- (a) The Concessionaire shall, before commencement of implementation of the Project;
 - (i) submit to the Nodal Officer with due regard to Project Completion Schedule and Scheduled Project Completion Date, its construction time schedule;
 - (ii) have requisite organization and designate and appoint suitable officers/ representatives as it may deem appropriate to supervise the Project and to liaison with the Nodal Officer and to be responsible for all necessary exchange of information required pursuant to this Agreement;
 - (iii) undertake, do and perform all such acts, deeds and things as may be necessary or required to adhere to the Project Completion Schedule and to achieve Project

Completion under and in accordance with this Agreement;

- (b) The Concessionaire shall, at all times, afford access to the Project Site, to the authorised representatives of BSCDCL and officer of any Government Agency having jurisdiction over the Project, including those concerned with safety, security or environmental protection, to inspect the Project and to investigate any matter within their authority and upon reasonable notice, the Concessionaire shall provide to such persons reasonable assistance necessary to carry out their respective duties and functions.
- (c) The Concessionaire shall apply for and obtain all necessary clearances and/ or approvals for the project implementation.

The Concessionaire shall bear all costs and charges for special or temporary sites required by it in connection with access to the Project Site. The Concessionaire shall obtain at its cost such facilities on or outside the Project Site as may be required by it for the purposes of the Project and the performance of its obligations under this Agreement.

- (d) In case of loss due to theft or damage to the assets created at the project site, the Concessionaire shall be responsible for making good the same immediately at its own cost and shall continue to keep the project sites operational and available for public use, at all times, within the Concession Period.

5.3. Obligations of Member of the Consortium

M/s. _____, the parties of the third part and fourth part respectively to this Agreement hereby agree and undertake that during the entire Concession Period they shall remain responsible to BSCDCL for the due performance by the Concessionaire of all its obligations under this Agreement and for any failure on the part of the Concessionaire BSCDCL shall have the right to take action against all the entire Consortium.

5.4. Obligations of BSCDCL

Following will be the responsibilities of BSDCL during the execution of project;

Fiber

- (a) Non Exclusive ROW (Right of way) free of cost for laying of fiber will be provided by the BSCDCL within Municipal limits. This right shall be available for the duration of the contract (15 Years).
- (b) The fiber so laid in this ROW can be monetized by the Concessionaire at his discretion and at rates which the Concessionaire deems fit.
- (c) Apart from ROW permissions if any other permission is required for lying of fiber then BSCDCL shall be responsible for obtaining the same from relevant authorities.

- (d) While laying the new fiber if any other fiber is cut laid by utility which is already existing in the place where new fiber is being laid then BSCDCL will liaison with the other party to provide a window of eight hours for rectification during the laying phase and six hours during the maintenance phase. During this period there will be not be any penalty to the Concessionaire.
- (e) Similarly if any other entity cuts the fiber inadvertently which belonging to Concessionaire. BSCDCL will get the Concessionaire fiber rectified back to normalcy with in a period of 8 hours during implantation phase and six hours in the maintenance phase

Smart Pole

- (f) Exclusive ROW, free of cost, for installation of Smart poles for Telecom Cell sites to be provided by the Authority within Municipal limits to the Concessionaire. This right shall be available for the duration of the contract (15 years) to the Concessionaire.
- (g) BSCDCL will provide new Telecom site location only in the street Smart Poles envisaged as part of this Project. BSCDCL will also issue necessary Government notifications/by-laws to this effect with a period of 6 months from the date of award of contract.
- (h) In the event Authority fails to adhere to issue the necessary Governmental notification/ by-law, BSCDCL shall compensate the Concessionaire by an amount as Indicated in the contract by the Concessionaire
- (i) BSCDCL will ensure that there will not be any overhead cable at the site of Smart Pole as the cables would interfere with the Telecom signals.

Wi-Fi Access point

- (j) Exclusive ROW, free of cost, for provisioning of Wi-Fi Services in 100 Locations to be provided by the BSCDCL with in Municipal limits. This right shall be available for the duration of the contract (15 years)

Advertisement Rights

- (k) BSCDCL shall provide exclusive advertisement rights to the Concessionaire to earn revenue out of advertisements, digital information panel etc. from the equipment being supplied in this project and which form part of this Project. time slot for BSCDCL for information related to citizen services shall be fixed.

Coordination Support

- (l) BSCDCL shall coordinate with other governmental departments if any required for faster implementation of this Project. Such delays shall be excused from Concessionaire performance without any penalty.

Other Support

- (m) BSCDCL shall provide warehousing support in Bhopal.
- (n) BSCDCL will provide uninterrupted electricity free of cost to the Concessionaire for the smart poles, surveillance camera and Wi-Fi access points, cellular base stations, EV charging point, Environmental sensors and any other device which is the part of the RFP. Please note that the purpose of Energy Saving calculations, the electricity consumed for the aforementioned devices shall not be taken in to account.
- (o) In the event of electricity not being made available the same shall not affect the Concessionaire's SLA and not penalty will be imposed.
- (p) Overhead cables if any hindering the intelligent street poles shall be made underground by the BSCDCL

ARTICLE - 6 OFFICER-IN-CHARGE

6.1. Appointment of Officer-in-Charge

As CEO will the Officer-in-Charge to undertake, perform and carry-out the duties, responsibilities, services and activities set forth in Schedule 'D'.

- (a) The Officer-in-Charge shall submit to the BSCDCL reports at least once every month or more frequently as the situation may warrant, on the progress of implementation of the Project. Such reports of the Officer-in-Charge shall include but not be limited to the matters and things set forth in said Schedule 'D'.
- (b) If either party disputes any advice, instruction or decision of the Officer-in-Charge, the same shall be resolved in accordance with the Dispute Resolution Procedure set forth in the Agreement.

ARTICLE – 7: PROJECT IMPLEMENTATION AND OPERATIONS

7.1. Monitoring and Supervision during Implementation

- (a) The Concessionaire shall submit to the Officer-in-Charge, a programme supported with Bar Chart for implementation of activities in a phased manner so as to cause least inconvenience to the public. Most of the implementation work shall be carried out during night hours/ restricted hours (leaving peak traffic time) keeping in view the safety of pedestrian/traffic. The Concessionaire shall give to the Officer-in-Charge, its complete programme for different stages of execution, planning, fabrication, and erection etc. of the Project.

During the Implementation Period, the Concessionaire shall furnish to BSCDCL monthly reports on actual progress of the Implementation Works and furnish any other relevant information as may reasonably be required by BSCDCL.

- (b) For the purposes of determining that the Implementation Works are being undertaken in accordance with Specifications and Standards and Good Industry Practice and for quality assurance, the Concessionaire shall carry out such Tests at such time and frequency and in such manner as may be required by the Officer-in-Charge or as may be necessary in accordance with Good Industry Practice. The Concessionaire shall with due diligence carry out all such Tests in accordance with the instructions and under the supervision of the Officer-in-Charge. The Concessionaire shall promptly carry out such remedial measures as may be necessary to cure the defects or deficiencies, if any, indicated in such Test results. The Officer-in-Charge shall furnish the results of such Tests to BSCDCL within seven days thereof and also promptly report to the BSCDCL the remedial measures taken by the Concessionaire to cure the defects/deficiencies if any indicated in the Test results.

If the Officer-in-Charge reasonably determines that the rate of progress of the construction of the Project is such that the Project Completion is not feasible on or before the Scheduled Project Completion Date, it shall so notify the Concessionaire and the BSCDCL. Thereupon, the Concessionaire shall within seven (7) days thereof notify the BSCDCL and the Officer-in-Charge about the steps it proposes to take to expedite progress and the period within which it shall achieve COD.

7.2. Project Completion

- (a) The Project shall be deemed to be complete only when the Completion Certificate is issued by the Officer-in-Charge in accordance with the provisions of Clause 7.3(d) (the "Project Completion") or as per para 19.9 (Acceptance Testing).
- (b) The Concessionaire guarantees that the Project Completion shall be achieved in accordance with the provisions of this Agreement on a date not later than Nine (9)Months from the Commencement Date ("The Scheduled Project Completion Date"). The schedule submitted by the Concessionaire along with Technical submission is to be adhered to.
- (c) Liquidated Damages (LD) :- If the Project Completion is not achieved by the Scheduled Project Completion Date for any reason other than Force Majeure or reasons attributable to BSCDCL, the Concessionaire shall be liable to pay liquidated damages for delay beyond the Scheduled Project Completion Date, an amount of 0.5% of the undelivered store or part thereof for delay of every week or part thereof, provided that such liquidated damages do not exceed an aggregate of 5% of the undelivered store to BSCDCL Provided further that nothing contained in this sub-clause (c) shall be deemed or construed to authorize any delay in achieving Project Completion. Liquidated damages shall be sole and exclusive remedy by BSCDCL to Concessionaire.

- (d) If the entire works are not completed Nine (9) Months from the date of issue of Letter of Award /Work Order, BSCDCL shall, subject to the provisions of this Agreement relating to excuse from performance of the Concessionaire's obligations hereunder, be entitled to Terminate this Agreement in accordance with the provisions of Clause 14.2.

7.3. Tests

- (a) At least 15 (fifteen) days prior to the likely completion of each phase of the Project, the Concessionaire shall notify the Officer-in-Charge and the BSCDCL the same and shall give notice to them of its intent to conduct Tests. The Concessionaire shall give the Officer-in-Charge and the BSCDCL at least 10 (ten) days prior notice of the actual date on which it intends to commence the Tests and at least 7 (seven) days prior notice of the commencement date of any subsequent Tests.
- (b) All Tests shall be conducted in accordance with the Applicable Laws and Applicable Permits. The Officer-in-Charge shall have the right to suspend or postpone any Test if it is reasonably anticipated or determined during the course of the Test that the performance of the Project or any part thereof does not meet the Specifications and Standards. The Officer-in-Charge may designate a representative with suitable qualifications and experience to witness and observe the Tests.
- (c) The Officer-in-Charge shall monitor the results of the Tests to determine the compliance of the Project with the Specifications and Standards and shall provide to the BSCDCL copies of all Test data including detailed Test results.
- (d) Upon the Officer-in-Charge determining the Tests to be successful, it shall forthwith issue to the Concessionaire a certificate (the "Completion Certificate").
- (e) The Officer-in-Charge may at the request of the Concessionaire issue a provisional certificate of completion ("Provisional Certificate") if the Tests are successful and all parts of Project can be legally, safely and reliably opened for commercial operation though certain works or things forming part thereof are not yet complete. In such an event, the Provisional Certificate shall have appended thereto a list of outstanding items signed jointly by the Officer-in-Charge and the Concessionaire ("Punch List"). All Punch List items shall be completed by the Concessionaire within 30 (Thirty) days of the date of issue of such Provisional Certificate. Upon completion of all Punch List items to the satisfaction of the Officer-in-Charge, it shall issue the Completion Certificate to the Concessionaire with a copy marked to BSCDCL. In the event of the Concessionaire's failure to complete the Punch List items within the said period of 30 (Thirty) days, BSCDCL may, without prejudice to any other rights or remedy available to it under this Agreement, have such items completed at the risk and costs of the Concessionaire. The Concessionaire shall reimburse to BSCDCL on demand the entire costs incurred by BSCDCL in completing the Punch List items.
- (f) If the Officer-in-Charge certifies that it is unable to issue the Completion Certificate or

Provisional Certificate because of events or circumstances which excuse the performance of the Concessionaire's obligations in accordance with this Agreement and as a consequence thereof the Tests could not be held or had to be suspended, the Concessionaire shall re-schedule the Tests and hold the same as soon as reasonably practicable.

- (g) The Concessionaire shall bear all the expenses relating to Tests under this Agreement.

7.4. Operation and Maintenance

The Concessionaire shall operate and maintain the Project/Project Facility and if required, modify, repair or otherwise make improvements to the Project/ Project Facility to comply with Specifications and Standards, and other requirements set forth in this Agreement, Good Industry Practice, Applicable Laws and Applicable Permits. More specifically, the Concessionaire shall be responsible for:

- (i) undertaking daily cleanliness of the Project Facility.
- (ii) ensuring the safety and security of the Project Facility.
- (iii) undertaking maintenance works in accordance with Maintenance Manual and the Maintenance Programme;
- (iv) preventing any encroachments or any unauthorized usage of the Project Facility

7.5. Maintenance Manual

The Concessionaire shall in consultation with the BSCDCL evolve not later than 30 (thirty) days before the Scheduled Project Completion Date, a manual for the regular and preventive maintenance (the "Maintenance Manual"), and shall ensure and procure that at all times during the Operations Period, the Project is maintained in a manner that it complies with the Specifications and Standards. The Concessionaire shall supply, at least one month before the COD, 5 (five) copies of the Maintenance Manual to the BSCDCL.

7.6. Maintenance Programme

- (a) Not later than forty five (45) days before the beginning of each Accounting Year, the Concessionaire shall provide to BSCDCL, its proposed programme of preventive and other scheduled maintenance of the Project subject to the Minimum Maintenance Requirements set forth in Schedule 'H' necessary to maintain the Project at all times in conformity with the Specifications and Standards (the "Maintenance Programme"). Such Maintenance Programme shall include but not be limited to the following:
- (i) intervals and procedures for the carrying out of inspection of all elements of the Project;
 - (ii) criteria to be adopted for deciding maintenance needs;

- (iii) preventive maintenance schedule;
 - (iv) intervals at which the Concessionaire shall carry out periodic maintenance; and
 - (v) intervals for major maintenance and the scope thereof.
- (b) Maintenance shall include replacement of equipment, consumables and repairs to equipment, structures and other works, which are part of the Project/Project Facility.
- (c) The Concessionaire shall keep the Project Facility in a clean, tidy and orderly condition free of litter and debris. The Concessionaire shall clean and empty the litterbins into suitable garbage bags and will be collected and removed by the Concerned Agency.

7.7. Emergency De-commissioning

- (a) If BSCDCL, in public interest, is of the opinion that there exists an Emergency or any other situation, which warrants decommissioning and closure of whole or any part of the Project/Project Facility (BS), BSCDCL shall notify to the concessionaire to de-commission and close the whole, or the relevant part of the Project for so long as such Emergency and the consequences thereof warrant. The BSCDCL may issue such directions as it may deem appropriate to the Concessionaire for dealing with such Emergency and the Concessionaire shall abide by the same.
- (b) The Concessionaire shall re-commission the Project/Project Facility or the affected part thereof on receiving the instructions from BSCDCL in this regard. In such a case the cost of relocation of the Smart Poles shall be borne by the BSCDCL at the prevailing Schedule of rates at that time.
- (c) In case the decommissioning or closure is of permanent nature then BSCDCL will allocate alternative sites if available. In case alternative locations are not made available BSCDCL shall pay the depreciated cost of Smart Poles to the Concessionaire. The minimum Revenue Share shall also be adjusted proportionately.

7.8. Rectification of Defects

- (a) Save and except as otherwise expressly provided in this Agreement, if the Project or any part thereof shall suffer any loss or damage during the Concession Period, from any cause whatsoever, the Concessionaire shall, at its cost and expense rectify and remedy such loss or damage in a manner so as to make the Project conform in every respect to the Specifications and Standards, quality and performance as prescribed by this Agreement.
- (b) In the event the Concessionaire does not maintain and/ or repair the Project or part thereof up to and in accordance with the Specifications and Standards and / or in accordance with the Maintenance Programme or the Maintenance Manual or the O&M Inspection Report, as the case may be, and shall have failed to commence remedial works within (7) Seven

days of notice in this behalf from BSCDCL, BSCDCL shall, without prejudice to its rights/remedies under this Agreement, including Termination, be entitled to undertake to cause the repair and maintenance of the Project at the risk and cost of the Concessionaire. The Concessionaire shall reimburse to BSCDCL within seven days of demand the costs and expenses incurred by BSCDCL for undertaking such repairs and maintenance.

- (c) If the Concessionaire commences any works for curing any defects or deficiencies in the Project, it shall complete such works expeditiously in accordance with Good Industry Practice.
- (d) The Concessionaire shall not be considered in breach of its obligations under this Agreement if any part of the Project is not available on account of any of the following, for the duration thereof:
 - (i) Force Majeure Event;
 - (ii) compliance with a request from BSCDCL or the directions of any Government Agency the effect of which is to close all or any part of the Project.

Notwithstanding the above, the Concessionaire shall keep all unaffected parts of the Project for use provided they can be safely operated and kept open for users.

7.9. Monitoring and Supervision during Operations

- (a) The Concessionaire shall undertake periodic inspection of the Project in accordance with the Maintenance Manual, the Maintenance Programme, Specifications and Standards and this Agreement and shall submit reports of such inspection ("Maintenance Reports") to the Authority

ARTICLE – 8: FINANCING ARRANGEMENT

8.1. Financing Arrangement

- (a) The Concessionaire shall at its cost, expenses and risk make such financing arrangement as would be necessary to finance the Project and to meet its obligations under this Agreement in a timely manner.
- (b) In the event of the Concessionaire employing the funds borrowed from the Lenders to finance the Project, the provisions relating to Lenders including those relating to Financial Close shall apply.
- (c) The Concessionaire shall within 7 days of achieving Financial Close submit to BSCDCL one set of Financing Documents evidencing Financial Close.

8.2. Amendments to Financing Documents

For the avoidance of doubt the Parties agree that no amendment made to the Financing

Documents without express consent of BSCDCL shall have the effect of enlarging in any manner, the obligation of BSCDCL in respect of Termination Payment under this Agreement.

ARTICLE- 9: Revenue Share

9.1. Revenue Share

- (i) The Concessionaire shall pay to the Authority a Revenue Share on a quarterly basis for each year of the Concession Period as per annual amounts mentioned in Schedule K.
- (ii) The quarterly amounts payable by the Concessionaire shall be one fourth of the annual amount payable by the Concessionaire.
- (iii) The quarterly amount shall be paid by the Concessionaire within 7 days from last day of last month of a quarter.
- (iv) The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein. Unless otherwise specified in this Agreement, in the event of delay beyond such period, the defaulting Party shall pay interest for the period of delay calculated at a rate equal to 5% (five per cent) above the Bank Rate, and recovery thereof shall be without prejudice to the rights of the Parties under this Agreement including invocation of Performance Security and/or Termination thereof.
- (v) Unless otherwise specified, any interest payable under this Agreement shall accrue on a daily outstanding basis and shall be compounded on the basis of quarterly rests.
- (vi) The Concessionaire shall pay all duties and taxes in consequence of its obligations under this Concession Agreement, including customs duties, and the Revenue Share shall not be adjusted for such costs.

ARTICLE- 10: GRANT

10.1. The Concessionaire shall be entitled to Grant from the Authority if the Concessionaire had quoted such Grant in the Financial Bid submitted with the Authority during the Bid process.

10.2. Disbursement of Grant

The total Grant quoted by the Concessionaire shall be divided into 4 (Four) equal quarterly payments, each to be disbursed to the Concessionaire during initial 1 (one) year from the date of signing of the Concession Agreement.

10.3. Bank Guarantee for Grant

- (i) In case the Concessionaire had quoted a Grant in the Financial Bid submitted during the bid process with the Authority, the Concessionaire shall furnish to Authority a Bank Guarantee of an amount equivalent to the Grant quoted by the Concessionaire in its

Financial Bid, in the form of an irrevocable and unconditional Bank Guarantee issued by State Bank of India or any of its subsidiaries or a nationalized bank having its branch at Bhopal, in the format given in Schedule M to this Concession Agreement. This Bank Guarantee shall be maintained and valid at all times, for a period equivalent to the Construction Period.

- (ii) The Bank Guarantee so furnished against availing the Grant shall be released to the Concessionaire within 6 months from the date of end of the Construction Period.

ARTICLE- 11: INSURANCES

11.1. Insurance during the Implementation Period

The Concessionaire shall, at its cost and expense, purchase and maintain during the Implementation Period such insurances as are necessary, including but not limited to the following:

- (a) Workmen's compensation insurance;
- (b) Third party insurances
- (c) any other insurance that may be necessary to protect the Concessionaire as deemed needed by Concessionaire, its employees and its assets (against loss, damage or destruction, at replacement value) including all Force Majeure Events that are insurable and not otherwise covered in items (a) & (b).

11.2. Insurance during the Operations Period

The Concessionaire shall, at its cost and expense, purchase and maintain during the Operations Period insurance to cover against:

- (a) loss, damage or destruction of the Project Facility, at replacement value;
- (b) the Concessionaire's general liability arising out of the Concession;
- (c) liability to third parties; and
- (d) any other insurance that may be necessary to protect the Concessionaire and its employees, including all Force Majeure Events that are insurable and not otherwise covered in items (a) to (c).

11.3. Insurance Companies

The Concessionaire shall insure all insurable assets comprised in the Project Assets and/or the Project Facility through Indian insurance companies and if so permitted by the Authority, through foreign insurance companies backed by Indian companies, to the extent that insurances are necessary to be effected through them.

11.4. Evidence of Insurance Cover

The Concessionaire shall, from time to time, provide to Authority copies of all insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance) obtained by the Concessionaire in accordance with this Agreement.

11.5. Application of Insurance Proceeds

Subject to the provisions of the Financing Documents, all moneys received under insurance policies shall be promptly applied by the Concessionaire towards construction, repair or renovation or restoration of the Project Facility or any part thereof which may have been damaged or destroyed. The Concessionaire may designate the Lenders as the loss payees under the insurance policies/assign the insurance policies in their favour as security for the financial assistance. The Concessionaire shall carry out such repair or renovation or restoration or substitution to the extent possible and in such manner that the Project Facility or any part thereof, shall, after such repair or renovation or restoration or substitution be as far as possible in the same condition as it was before such damage or destruction, normal wear and tear excepted.

11.6. Validity of the Insurance Cover

The Concessionaire shall pay the premium payable on such insurance policy(ies) so as to keep the policy(ies) in force and valid throughout the Concession Period and furnish copies of the same to the Authority. Each insurance policy shall provide that the same shall not be cancelled or terminated unless 15 Days' clear notice of cancellation is provided to the Authority in writing.

ARTICLE - 12 CHANGE OF SCOPE

12.1. Change of Scope

The Authority may, notwithstanding anything to the contrary contained in this Agreement, require provision of such addition/deletion to the works and services on or about the Project which are beyond the scope of the Project as contemplated by this Agreement ("Change of Scope"), the Concessionaire shall carry out such additions/deletions on such terms and conditions as mutually agreed upon.

ARTICLE - 13 FORCE MAJEURE

13.1. Force Majeure Event

As used in this Agreement, a Force Majeure Event shall mean occurrence in India of any or all of Non Political Event, Indirect Political Event and/or Political Event as defined in Clauses 13.2, 13.3 and 13.4 respectively which prevent the Party claiming Force Majeure (the "Affected Party") from performing its obligations under this Agreement and which act or event (i) is beyond the reasonable control and not arising out of the fault of the Affected Party, (ii) the Affected Party has been unable to overcome such act or event by the exercise of due diligence and reasonable efforts, skill and care, and (iii) has a Material Adverse Effect on the Project.

13.2. Non - Political Event

For purposes of Clause 13.1 hereinabove, a Non - Political Event shall mean one or more of the following acts or events:

- (i) acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption or fire (to the extent originating from a source external to the Project Site or beyond design specifications for the Construction Works) or landslide;
- (ii) radioactive contamination or ionizing radiation;
- (iii) General strikes or boycotts (other than those involving the Concessionaire, its Contractors or their respective employees/representatives or attributable to any act or omission of any of them) interrupting supplies and services to the Project for a period exceeding 7 (seven) days in an Accounting Year, and not being an Indirect Political Event set forth in Clause 13.3;
- (iv) any failure or delay of a Contractor but only to the extent caused by another Non-Political Event and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor;
- (v) Any judgment or order of any court of competent jurisdiction or statutory authority in India made against the Concessionaire in any proceedings for reasons other than failure of the Concessionaire to comply with any Applicable Law or Applicable Permits or on account of breach thereof, or of any contract, or enforcement of this Agreement or exercise of any of its rights under this Agreement by Authority;
- (vi) Any event or circumstances of nature analogous to any of the foregoing.

13.3. Indirect Political Event

For purposes of Clause 13.1 hereinabove, an Indirect Political Event shall mean one or more of the following acts or events :

- (i) An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion, or politically motivated sabotage which prevents collection of revenue by the Concessionaire for a period exceeding a continuous period of 7 (seven) days in an Accounting Year;
- (ii) Industry wide or state wide or India wide strikes or industrial action which prevent collection of revenue by the Concessionaire for a period exceeding a continuous period of 15 (fifteen) days in an Accounting Year; or
- (iii) Any public agitation which prevents collection of revenue by the Concessionaire for a period exceeding a continuous period of 15 (fifteen) days in an Accounting Year.

13.4. Political Event

For purposes of Clause 13.1 hereinabove, a Political Event shall mean one or more of the following acts or events by or on account of Authority, or any other Government Agency:

- (i) Change in Law, only when provisions of Article 17 cannot be applied;
- (ii) Expropriation or compulsory acquisition by any Government Agency of any Project Assets or rights of the Concessionaire or of the Contractors; or
- (iii) Any unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause any consent or approval required by the Concessionaire or any of the Contractors to perform their respective obligations under the Project Agreements (other than a consent the obtaining of which is condition precedent) provided that such delay, modification, denial, refusal or revocation did not result from the Concessionaire's or any Contactor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such consent or permit.

13.5. Effect of Force Majeure Event

Upon occurrence of any Force Majeure Event, the following shall apply:

- (a) There shall be no Termination of this Agreement.
- (b) Where the Force Majeure Event occurs before COD, the dates set forth in the Project Completion Schedule and the Concession Period shall be extended by the period for which such Force Majeure Event shall subsist;
- (c) Where a Force Majeure Event occurs after COD, the Concessionaire shall continue to make all reasonable efforts to operate the Project and/ or to

collect revenue, but if it is unable or prevented from doing so, the Concession Period shall, having due regard to the extent of the impact thereof as determined by the Authority, be extended by the period for which collection of revenue remains affected on account thereof; and

- (d) Costs arising out of or concerning such Force Majeure Event shall be borne in accordance with the provisions of the Clause 13.6 hereinafter.

13.6. Allocation of costs during subsistence of Force Majeure

Subject to the provisions of Clause 13.5 hereinabove, upon occurrence of a Force Majeure Event, the costs arising out of such event shall be allocated as follows:

- (a) When the Force Majeure Event is a Non Political Event, the Parties shall bear their respective costs and neither Party shall be required to pay to the other Party any costs arising out of any such Force Majeure Event;
- (b) Where the Force Majeure Event is an Indirect Political Event, the costs attributable to such Force Majeure Event and directly relating to the Project (the "Force Majeure Costs") shall be borne by the Concessionaire to the extent of the Insurance Cover, and to the extent the Force Majeure Costs as duly certified by the Statutory Auditors exceed the Insurance Cover, one half of the same shall be reimbursed by Authority to the Concessionaire within 90 days from the date of receipt of Concessionaire's claim;
- (c) Where the Force Majeure Event is a Political Event, the Force Majeure Costs to the extent actually incurred and certified by the statutory Auditors of the Concessionaire subject to approval of Authority shall be reimbursed by Authority to the Concessionaire within 90 days from the date of receipt of Concessionaire's claim; and
- (d) Authority may at its option reimburse the Force Majeure Costs to the Concessionaire in cash (through adjustment in the Revenue Share) or compensate the Concessionaire for such costs by appropriate extension of the Concession Period, which extension shall also be given effect within the period of 90 days specified in preceding sub-clauses (b) or (c) as the case may be.

For avoidance of doubt, Force Majeure Costs shall not include loss of revenues or any debt repayment obligations but shall include interest payments on such debt, O&M Expenses and all other costs directly attributable to the Force Majeure Event.

13.7. Dispute Resolution

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

13.8. Liability for other losses, damages etc

Save and except as expressly provided in this Article 13, neither Party hereto shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant to this Article 13.

13.9. Duty to Report

The Affected Party shall discharge the following obligations in relation to reporting the occurrence of a Force Majeure Event to the other Party:

- (a) The Affected Party shall not claim any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party in writing of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event within 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence and the probable material affect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.
- (b) Any notice pursuant to this Clause 13.9 shall include full particulars of:
 - (i) the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Article 13 with evidence in support thereof;
 - (ii) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;
 - (iii) the measures which the Affected Party is taking, or proposes to take, to alleviate the impact of such Force Majeure Event; and
 - (iv) any other information relevant to the Affected Party's claim.
- (c) For so long as the Affected Party continues to claim to be affected by such ForceMajeure Event, it shall provide the other Party with regular (and not less than weekly) written reports containing information as required by this Clause and such other information as the other Party may reasonably request the Affected Party to provide.

13.10. Excuse from performance of obligations

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

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

ARTICLE - 14 EVENTS OF DEFAULT AND TERMINATION

14.1. Event of Default

Event of Default means the Concessionaire Event of Default.

Concessionaire Event of Default

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

- (1) The Concessionaire fails to commence the Construction Works within 15 days from the Commencement Date.
- (2) The Concessionaire fails to achieve COD within 1 Year from the Commencement Date.
- (3) Any representation made or warranty given by the Concessionaire under this Agreement is found to be false or misleading.
- (4) The Concessionaire creates any Encumbrance on the Project Site/ Project Facility in favour of any Person save and except as otherwise expressly

permitted under Schedules.

- (5) The aggregate shareholding of the members of the Concessionaire falls below the minimum prescribed under Clause 18.1 (xi).
- (6) The transfer, pursuant to law of either (a) the rights and/or obligations of the Concessionaire under any of the Project Agreements, or (b) all or material part of the Concessionaire except where such transfer in the reasonable opinion of Authority does not affect the ability of the Concessionaire to perform, and the Concessionaire has the financial and technical capability to perform its material obligations under the Project Agreements.
- (7) A resolution is passed by the shareholders of the Concessionaire for the voluntary winding up of the Concessionaire.
- (8) Any petition for winding up of the Concessionaire is admitted by a court of competent jurisdiction or the Concessionaire is ordered to be wound up by Court except for the purpose of amalgamation or reconstruction, provided that, as part of such amalgamation or reconstruction, the property, assets and undertaking of the Concessionaire are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Concessionaire under this Agreement and the Project Agreements, and provided that:
 - (i) the amalgamated or reconstructed entity has the technical capability and operating experience necessary for the performance of its obligations under this Agreement and the Project Agreements;
 - (ii) the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement and the Project Agreements and has a creditworthiness at least as good as that of the Concessionaire as at the Commencement Date; and
 - (iii) each of the Project Agreements remains in full force and effect.
- (9) A default has occurred under any of the Financing Documents and any of the Lenders has recalled its financial assistance and demanded payment of the amounts outstanding under the Financing Documents or any of them as applicable.
- (10) The Concessionaire suspends or abandons the operations of the Project without the prior consent of Authority, provided that the Concessionaire shall be deemed not to have suspended/ abandoned operation if such suspension/ abandonment was (i) as a result of Force Majeure Event and is only for the period such Force Majeure is continuing, or (ii) on account of a breach by Authority of its obligations under this Agreement.

- (11) The Concessionaire repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement.
- (12) The Concessionaire suffers an attachment being levied on any of its assets causing a Material Adverse Affect on the Project and such attachment continues for a period exceeding 45 days.
- (13) The Concessionaire has neglected or failed to regularly and properly maintain the Smart Poles in clean and hygienic conditions and to keep the Smart Poles in a state of good repair at its own cost.
- (14) The Concessionaire has delayed any payment that has fallen due under this Agreement and if such delay exceeds 90(ninety) days.
- (15) The Concessionaire is otherwise in Material Breach of this Agreement and wishes to surrender. The surrender will be accepted for complete package of the Smart Poles only and not partly.
- (16) Any breach of terms and conditions of this agreement.

14.2. Termination due to Event of Default

14.2.1. In the event that BSCDCL believes that the Concessionaire is in material breach of its obligations under the RFP or the Contract, BSCDCL shall give notice to the Concessionaire and shall give up to 30 days' time to it for curing such breach. In case the breach continues till / after the expiry of such cure period, BSCDCL will have the option to terminate the Agreement. Further, BSCDCL may afford a reasonable opportunity to the Concessionaire to explain the circumstances leading to such a breach and may increase the time limit for curing such breach before terminating the Agreement. Any notice served pursuant to this Clause shall give reasonable details of the breach.

14.3. Termination of this Agreement due to bankruptcy of the Concessionaire

14.3.1. BSCDCL may serve written notice on the Concessionaire at any time to terminate this Agreement with immediate effect in the event that the Concessionaire reporting an apprehension of bankruptcy to the BSCDCL or its nominated agencies. No charges to Concessionaire shall be payable in case of termination under this Clause except payment for all charges for Services / Deliverables / Goods provided by it and accepted by BSCDCL till effective date of termination

14.4. Effects of termination

14.4.1. In the event BSCDCL terminates this Agreement pursuant to breach by the Concessionaire, Bank Guarantee furnished by it may be forfeited.

- 14.4.2. Upon termination (or prior to expiry/ upon expiry, as the case may be) of this Agreement, the Parties will comply with the Exit Management Schedule/ Plan set out in the RFP (as may be revised from time to time).
- 14.4.3. BSCDCL agrees to pay the Concessionaire for all charges for Services / Deliverables / Goods provided by it and accepted by BSCDCL till effective date of termination.
- 14.4.4. Any and all payments under this clause shall be payable only after the Concessionaire has complied with and completed the transition and exit management as per the Exit Management Plan to the satisfaction of BSCDCL.
- 14.4.5. Any and all payments under this clause shall be payable only after the Concessionaire has complied with and completed the transition and exit management as per the Exit Management Plan to the satisfaction of BSCDCL. In case of expiry of the Agreement, the last due payment shall be payable to the Concessionaire after it has complied with and

Termination for Concessionaire Event of Default

- (1) Without prejudice to any other right or remedy which Authority may have in respect thereof under this Agreement, upon the occurrence of a Concessionaire Event of Default, Authority shall, be entitled to terminate this Agreement by issuing a Termination Notice to the Concessionaire, provided that before issuing the Termination Notice, Authority shall by a notice in writing inform the Concessionaire of its intention to issue the Termination Notice (the "**Preliminary Notice**"). In case the underlying breach/default is not cured within a period of 60 (sixty) days from the date of the Preliminary Notice (**Cure Period**) Authority shall be entitled to terminate this Agreement by issuing the Termination Notice. Provided further, that
- (a) if the default is not cured within 30 (thirty) days of the Preliminary Notice, Authority shall be entitled to encash the Performance Security with a notice to the Concessionaire (**Encashment Notice**),
 - (b) if the default is not cured within 30 (thirty) days of the Encashment Notice and a fresh Performance Security is not furnished within the same period in accordance with Clause 3.2, Authority shall subject to the provisions of the Substitution Agreement be entitled to issue the Termination Notice.
- (2) The following shall apply in respect of cure of any of the defaults and/or breaches of this Agreement:
- (i) The Cure Period provided in this Agreement shall not relieve the Concessionaire from liability for damages caused by its breach or default;

- (ii) The Cure Period shall not in any way be extended by any period of suspension under this Agreement;
- (iii) If the cure of any breach by the Concessionaire requires any reasonable action by the Concessionaire that must be approved by Authority or any Government Agency hereunder the applicable Cure Period shall be extended by the period taken by Authority or the Government Agency to accord the required approval.

14.5. Rights of Authority on Termination

14.5.1. Upon Termination of this Agreement for reason of Default whatsoever, Authority shall have the power and authority to

- (i) take possession and control of Project Assets forthwith;
- (ii) prohibit the Concessionaire and any person claiming through or under the Concessionaire from entering upon the Project Assets/dealing with the Project or any part thereof;
- (iii) step in and succeed upon, without the necessity of any further action by the Concessionaire, to the interests of the Concessionaire under such of the Project Agreements as Authority may in its discretion deem appropriate with effect from the date of communication of such election to the counter party to the relative Project Agreements. Provided any sums claimed by such counter party as being due and owing for the works and services performed or accruing on account of any act, omission or event prior to such date of election, shall and shall always constitute debt between the Concessionaire and such counter party and Authority shall in no way or manner be liable or responsible for such sums. The Concessionaire shall ensure that the Project Agreements contain provisions necessary to give effect to the provision of this Clause 14.3.
- (iv) Concessionaire shall not be entitled for any interest on any security/advance/earnest money etc.

14.6. Exit Management

14.6.1. Purpose

- i. This clause sets out the provisions which shall apply on expiry or termination of the Agreement on account of material breach by Concessionaire. In the case of termination of the Agreement due to any illegal activity performed by the selected Concessionaire during/ as part of the activities related to the project, or due to material breach by the Concessionaire of Contract, BSCDCL shall have the right to, at its sole discretion, apply this clause.

- ii. The Parties shall ensure that their respective associated entities, in case of the BSCDCL or its nominated agencies and any nominated agencies in case of the selected Concessionaire, carry out their respective obligations set out in this Exit Management Clause.

14.6.2. Transfer of Assets

This clause is valid till the date of expiry or notice of termination of the Agreement after which the assets have to be transferred to BSCDCL.

- During this period, the Successful Concessionaire will transfer all the assets in good working condition and as per the specifications of the bidding document including the ones being upgraded to the BSCDCL.
- The Concessionaire, if not already done, shall transfer all the right to use software licenses under the name of BSCDCL during the Exit Management Period. The Concessionaire shall also transfer all the relevant Software Passwords, User Names and Keys. If such a transfer of Assets happens before the expiry of Work Contract Period, Parties shall mutually discuss and agree on the transfer value of the Assets together with the termination and transfer assistance fee.
- The Successful Concessionaire shall be entitled to use the Assets for the duration of the exit management period which shall be three months from the date of expiry or notice of termination of the Agreement.
- For any material breach on the part of Concessionaire during the Project Implementation Phase and Operation & Management Phase, BSCDCL is entitled to provide notice in writing on the selected Concessionaire at any time during the exit management period as detailed here in above requiring the selected Concessionaire to provide the department or its nominated agencies with a complete and up to date list of the Assets within 30 days of such notice.

Upon service of a notice as mentioned in point above, the following provisions shall apply:

- All risk in and title to the Assets to be transferred to BSCDCL on the last day of the exit management period. All expenses incurred during transfer of assets shall be borne by the Successful Concessionaire.
- That on the expiry of this clause, the Successful Concessionaire and any individual assigned for the performance of the services under this clause must hand over all Confidential Information and all other related materials in its possession, including all the software and hardware supplied by selected Concessionaire under this clause to the department.
- As Concessionaire is supposed to provide 10 years ((extendable up to 15 years)) of comprehensive maintenance of all the hardware/Software as detailed in RFP, Concessionaire must ensure that all the items are in working condition with support of

OEM related to repair/replacement/availability of spare parts for at least 05 years at the time of exit.

14.6.3. Cooperation and Provision of Information

During the exit management period:

- (i) The Concessionaire shall permit BSCDCL or its nominated agencies access to information reasonably required to classify the current mode of operation related with the provision of the services to enable it to Client assess the existing services being delivered.
- (ii) In the event of there being a termination owing to material breach by Concessionaire, on quick request by BSCDCL or its nominated agencies, the selected Concessionaire shall provide access to and copies of all information held or controlled by it which it has prepared or maintained in accordance with the MSA (Master Service Agreement), the Project Implementation, the Operation and Management SLA and SoW (Scope of Work) relating to any material aspect of the services (whether provided by the selected Concessionaire). BSCDCL or its nominated agencies shall be entitled to copy all such information. Such information shall include details pertaining to the services rendered and other performance data. The selected Concessionaire shall permit BSCDCL or its nominated agencies and/or any entity nominated by BSCDCL to have reasonable access to it employees and facilities as reasonably required to understand the methods of delivery of the services employed by the selected Concessionaire and to support appropriate knowledge transfer.

14.6.4. Confidential Information, Security and Data

- The selected Concessionaire shall be quick on the commencement of the exit management period and supply to BSCDCL the following:
 - Information relating to the present services provided and customer satisfaction surveys.
 - Documentation pertaining to Project related data and confidential information.
 - All current and updated data as is needed for purposes of the BSCDCL or its nominated agencies for transitioning the services either to BSCDCL or the entity nominated by BSCDCL.
 - All other information (including but not limited to documents, records and agreements) relating to the services reasonably compulsory to enable BSCDCL or its nominated agencies, or to the entity nominated by BSCDCL to carry out due diligence in order to transition the provision of the Services to the BSCDCL or its nominated agencies, or to any entity nominated by BSCDCL (as the case may be).

- Before the exit management period expire, the selected Concessionaire shall deliver to BSCDCL or its nominated agencies all new or up-dated materials from the categories set out in point (i) above and shall not keep any copies thereof, except that the selected Concessionaire shall be permitted to keep one copy of such materials for archival purposes only.
- Before the exit management period expire, unless otherwise provided under the MSA, BSCDCL or its nominated agencies shall deliver to the selected Concessionaire all forms of selected Concessionaire confidential Data which is in the possession or control of BSCDCL or its nominated agencies or during the exit management period In any time, the selected Concessionaire shall, subject to applicable laws, restraints and regulations(including in particular those relating to privacy) provide to BSCDCL or its nominated agencies a list of all employees (with job titles) of the selected Concessionaire dedicated to providing the services at the beginning of the exit management period; its users.

14.6.5. Employees

- Where any national, regional law or regulation relating to the mandatory or automatic transfer of the contracts of employment from the selected Concessionaire to the department or its nominees, or an entity nominated by BSCDCL applies to any or all of the employees of the selected Concessionaire, then the Parties shall comply with their respective obligations under such Transfer Regulations.
- To the extent that any Transfer Regulation does not apply to any employee of the selected Concessionaire or its nominated agencies or its entity nominated by BSCDCL may make an offer of employment or contract for services to such employee of the selected Concessionaire and the selected Concessionaire shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the BSCDCL or its nominated agencies or any Replacement Concessionaire.

14.6.6. Transfer of Certain Agreements

On request by the BSCDCL or its nominated agencies, the selected Concessionaire shall effect such assignments, transfers, novation, licenses and sub-licenses in favor of BSCDCL or its nominated agencies, or its entity nominated by BSCDCL in relation to any equipment lease, maintenance or service provision agreement between selected Concessionaire and third party lessors, Concessionaires or Concessionaire, and which are related to the services and reasonably necessary for the carrying out of replacement Concessionaire.

14.6.7. Right of Access to Premises

- At any time during the exit management period, where Assets are located at the selected Concessionaire's premises, the selected Concessionaire shall be obliged to give full rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to BSCDCL or its nominated agencies, and/or any entity nominated by BSCDCL in order to inventory the assets or Assets.

- The selected Concessionaire shall also give the BSCDCL or its nominated agencies, or any entity nominated by BSCDCL right of reasonable access to the selected Concessionaire's premises and shall procure the department or its nominated agencies and any entity nominated by BSCDCL rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the MSA as is reasonably necessary to migrate the services to BSCDCL or its nominated agencies, or a Replacement Concessionaire.

14.6.8. General Obligations of the Selected Concessionaire

- The selected Concessionaire shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to BSCDCL or its nominated agencies or any entity nominated by the BSCDCL and which the selected Concessionaire has in its possession or control at any time during the exit management period.
- For the purposes of this Clause, anything in the possession or control of any selected Concessionaire or associated entity is deemed to be in the possession or control of the selected Concessionaire.
- The selected Concessionaire shall commit adequate resources to comply with its obligations under this Exit Management Clause.

14.6.9. Exit Management Plan

The Successful Concessionaire shall provide the BSCDCL or its nominated agencies with recommended exit management plan ("Exit Management Plan") which shall deal with MSA as a whole and in relation to the Project Implementation, the Operation and Management, SLA and SOWs.

14.6.10. End of Support

While handling over the completely working and functional network and systems, Concessionaire must ensure that OEM of all hardware/software/ equipment are contractually bound to provide support for repair/replacement/availability of its spare parts for further five years (total 10 years at similar rates). It shall be part of exit plan to submit letter from OEM in this regard.

ARTICLE - 15 CHANGE IN LAW

15.1. Change in Law

This agreement shall be in force and binding on both the parties hereto till the expiry of the concession period and no change in law or other circumstances shall affect the respective rights and obligations of the parties. No claim of whatsoever nature shall be made by one party on the other on account of any such change in

law or other circumstances.

ARTICLE - 16

HANDOVER AND DEFECT LIABILITY PERIOD

16.1. Handing Over of the Project Assets

Upon the expiry of the Concession by efflux of time and in the normal course, the Concessionaire shall at the end of the Concession Period, hand over encumbrance free and peaceful possession of the Project Assets in working conditions including Project Site/Facility at no cost to Authority.

16.2. Joint Inspection and Removal of Deficiency

The handing over process shall be initiated at least 6 months before the actual date of expiry of the Concession Period by a joint inspection by the Authority Engineer and the Concessionaire. The Authority Engineer shall, within 15 days of such inspection prepare and furnish to the Concessionaire a list of works/jobs/additions/alterations, if any, to be carried out to bring the Project to the prescribed level of service condition at least two months prior to the date of expiry of the Concession Period. In case the Concessionaire fails to carry out the above works, within the stipulated time period the Authority shall be at liberty to have these works executed by any other Person at the risk and cost of the Concessionaire and any cost incurred by Authority in this regard shall be reimbursed by the Concessionaire to Authority within 7 days of receipt of demand. For this purpose, Authority shall without prejudice to any other right/remedy available to it, under this Agreement, have the right to appropriate the Performance Security and/or to set off any amounts due, if any, and payable by Authority to the Concessionaire to the extent required/ available and to recover deficit amount, if any, from the Concessionaire.

16.3. Recovery of Balance Revenue Share

The share of Authority due in the cumulated revenue receivable of the concessionaire at the end on Concession Period as reflected in the last audited project account shall be recovered by Authority from the performance security and the amount of project bank balance under lien of Authority .The balance remaining un recovered amount, if any shall be paid by the concessionaire to Authority along with the Revenue Share payable for the last quarter.

The share of Authority due shall be calculated at the rate applicable as on the date of respective outstanding invoice.

ARTICLE - 17

DISPUTE RESOLUTION

17.1. Amicable Resolution

- (a) Save where expressly stated otherwise in this Agreement, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Agreement including non-completion of the Project between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably by the Authority and failing such resolution of the same, in accordance with the procedure set forth in sub-clause (b) below.
- (b) Either Party may require the Dispute to be referred to Authority for amicable settlement. Upon such reference, both the Parties and the Authority shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within 15 (fifteen) days of such meeting, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 17.2 below.

17.2. Arbitration

a) Arbitrators

Any Dispute which is not resolved amicably as provided in Clause 17.1(a) shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. The arbitration shall be by a committee of three arbitrators chosen from a panel of five arbitrators on the list of arbitrators available with Authority. One arbitrator is to be chosen by each Party and the third to be appointed by the two arbitrators chosen by the Parties. If either Party fails to choose its arbitrator, the other Party shall take steps in accordance with Arbitration and Conciliation Act, 1996.

b) Place of Arbitration

The place of arbitration shall be **Bhopal, Madhya Pradesh.**

c) Language

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and rulings shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

d) Procedure

The procedure to be followed within the arbitration, / arbitral tribunal and the rules of evidence which are to apply shall be in accordance with the Arbitration and Conciliation Act, 1996.

e) Enforcement of Award

Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto hereby waive, to the extent permitted by law, any rights to appeal or to review of such award by any court or tribunal. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceedings or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction thereof.

f) Fees and Expenses

The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid by respective Parties subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the prevailing party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the said Party.

g) Performance during Arbitration

Pending the submission of and/or decision on a Dispute, difference or claim or until the arbitral award is published, the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

ARTICLE - 18
REPRESENTATIONS, WARRANTIES AND DISCLAIMER

18.1. Representations and Warranties of the Concessionaire

The Concessionaire represents and warrants to Authority that:

- (i) it is duly organized, validly existing and in good standing under the laws of India;
- (ii) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- (iii) it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;
- (iv) it has the financial standing and capacity to undertake the Project;
- (v) this Agreement constitutes its legal, valid and binding obligation

enforceable against it in accordance with the terms hereof;

- (vi) it is subject to civil and commercial laws of India with respect to this Agreement and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- (vii) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Concessionaire's Memorandum and Articles of Association or of any member of the Consortium or any Applicable Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- (viii) there are no actions, suits, proceedings, or investigations pending or, to the Concessionaire's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Concessionaire under this Agreement or which individually or in the aggregate may result in any Material Adverse Effect;
- (ix) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Concessionaire which may result in any Material Adverse Effect or impairment of the Concessionaire's ability to perform its obligations and duties under this Agreement;
- (x) it has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;
- (xi) each member of Consortium was and is duly organized and existing under the laws of the jurisdiction of its incorporation and has full power and authority to consent to and has validly consented to and requested Authority to enter into this Agreement with the Concessionaire and has agreed to and unconditionally accepted the terms and conditions set forth in this Agreement;
- (xii) Upon Termination of this Agreement, under the applicable provisions of this Agreement all rights and interests of the Concessionaire in and to the Project Assets shall pass to and vest in Authority on the Termination Date free and clear of all Encumbrances without any further act or deed on the part of the Concessionaire or Authority;

- (xiii) no representation or warranty by the Concessionaire contained herein or in any other document furnished by it to Authority or to any Government Concessionaire in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and
- (xiv) no sums, in cash or kind, have been paid or will be paid, by or on behalf of the Concessionaire, to any person by way of fees, commission or otherwise for securing the Concession or entering into of this Agreement or for influencing or attempting to influence any officer or employee of Authority in connection therewith.

18.2. Disclaimer

- (a) Without prejudice to any express provision contained in this Agreement, the Concessionaire acknowledges that prior to the execution of this Agreement, the Concessionaire has after a complete and careful examination made an independent evaluation of the traffic volumes, specifications and Standards, Project Site and all the information provided by Authority, and has determined to the Concessionaire's satisfaction the nature and extent of such difficulties, risks and hazards as are likely to arise or may be faced by the Concessionaire in the course of performance of its obligations hereunder.
- (b) The Concessionaire further acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in (a) above and hereby confirms that Authority shall not be liable for the same in any manner whatsoever to the Concessionaire.

18.3. Representations and Warranties of Authority

Authority represents and warrants to the Concessionaire that:

- (i) Authority has full power and authority to grant the Concession;
- (ii) Authority has taken all necessary action to authorise the execution, delivery and performance of this Agreement;
- (iii) this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof.

ARTICLE - 19 MISCELLANEOUS

19.1. Transfer

- a) At the end of Concession period/ termination of Concession Agreement, transfer the project facilities and assets to the Authority at zero cost.

- b) Concessionaire shall be responsible for the costs and expenses, including stamp duties, taxes, legal fees and expenses incurred in connection with the transfer of the Project Assets and the Project to the Authority or its nominated agency. These costs can be borne by the Authority as well if the concessionaire is found to deliberately delaying the transfer of assets. The Authority shall recover such costs from concessionaire by adopting the ways and means available.
- c) Authority or its nominated agency shall at its own cost obtain or effect all clearances and take such other actions as may be necessary for such transfer.

19.2. Assignment and Charges

- (a) Subject to sub-clauses (b) and (c) herein below, this Agreement shall not be assigned by the Concessionaire save and except with prior consent in writing of Authority, which consent Authority shall be entitled to decline without assigning any reason whatsoever.
- (b) Subject to sub-clause (c) herein below, the Concessionaire shall not create nor permit to subsist any Encumbrance over or otherwise transfer or dispose of all or any of its rights and benefits under this Agreement or any Project Agreement to which Concessionaire is a party except with prior consent in writing of Authority, which consent Authority shall be entitled to decline without assigning any reason whatsoever.
- (c) The restraint set forth in sub-clauses (a) and (b) above shall not apply to liens/encumbrances arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Project

19.3. Liability And Indemnity

General Indemnity

- (i) The Concessionaire shall indemnify, defend and hold Authority harmless against any and all proceedings, actions and, third party claims arising out of a breach by the Concessionaire of any of its obligations under this Agreement except to the extent that any such claim has arisen due to Authority Event of Default).
- (ii) Authority will indemnify, defend and hold harmless the Concessionaire against any and all proceedings, actions, third party claims for loss, damage and expense of whatever kind and nature arising out of defect in title and/or the rights of Authority and/or arising out of a breach by Authority, its officers, servants and agents of any obligations of Authority under this Agreement except to the extent that any such claim

has arisen due to Concessionaire Event of Default.

- (a) Without limiting the generality of this Clause 19.4 the Concessionaire shall fully indemnify, save harmless and defend Authority including its officers servants, agents and subsidiaries from and against any and all loss and damages arising out of or with respect to (a) failure of the Concessionaire to comply with Applicable Laws and Applicable Permits, (b) failure in payments of taxes relating to the Concessionaire's Contractors, suppliers and representatives income or other taxes required to be paid by the Concessionaire without reimbursement hereunder, or (c) non-payment of amounts due as a result of materials or services furnished to the Concessionaire or any of its Contractors which are payable by the Concessionaire or any of its Contractors.
- (b) Without limiting the generality of the provisions of this Article Clause 19.4, the Concessionaire shall fully indemnify, save harmless and defend the Authority from and against any and all damages which the Authority may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Concessionaire or by the Concessionaire's Contractors in performing the Concessionaire's obligations or in any way incorporated in or related to the Project. If in any such suit, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Concessionaire shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of the injunction or restraint order. If, in any such suit 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 Concessionaire shall promptly make every reasonable effort to secure for Authority a license, at no cost to Authority, authorizing continued use of the infringing work. If the Concessionaire is unable to secure such license within a reasonable time, the Concessionaire 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 parts or process, or modify the same so that it becomes non-infringing. Bidder shall indemnify the BSCDCL for any violations of IPRs and Patents for the individual products only arising out of execution and performance under this contract However in case of any violation the maximum penalty on account of above shall be restricted to 100% of the Quarterly revenue realized by the Bidder.
- (c) In the event that either Party receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under this Clause 19.4 (the 'Indemnified Party') it shall notify the other Party ("Indemnifying Party") within 14 (fourteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, such

approval not to be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim 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.

(d) Defence of Claims

- (i) The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder and its reasonable costs and expenses shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party in respect of loss to the full extent provided by this Clause 19.4, the Indemnifying Party shall be entitled, at its option, to assume and control the defence of such claim, action, suit or proceeding and the liabilities, payments and obligations at its expense and through counsel of its choice provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable costs and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defence. The Indemnifying Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnified Party unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure the loss to be indemnified hereunder to the extent so compromised or settled.
- (ii) If the Indemnifying Party has exercised its rights under Clause 19.4 (d) above, the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the indemnifying Party (which consent shall not be unreasonably withheld or delayed).
- (iii) If the Indemnifying Party exercises its rights under Clause 19.4 (d) above, then the Indemnified Party shall nevertheless have the right to employ its own counsel and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party, when and as incurred, unless:
 - (1) the employment of counsel by such party has been authorised in writing by the Indemnifying Party; or
 - (2) the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified

Party in the conduct of the defence of such action; or

- (3) the indemnifying Party shall not in fact have employed independent counsel reasonably satisfactory to the Indemnified Party to assume the defence of such action and shall have been so notified by the Indemnified Party; or
- (4) the Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either
 - (a) that there may be specific defences available to it which are different from or additional to those available to the Indemnifying Party; or
 - (b) that such claim, action, suit or proceeding involves or could have a Material Adverse Effect upon it beyond the scope of this Agreement,

provided that if sub-clauses (2), (3) or (4) of Clause 19.4 (d) (iii) shall be applicable, the counsel for the Indemnified Party shall have the right to direct the defence of such claim, action, suit or proceeding on behalf of the Indemnified Party and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.

- a. Notwithstanding anything to the contrary contained in the Contract, in no event shall either Party be liable to the other Party for indirect or consequential damages and for the following types of damages, whether or not they are considered as direct or indirect damages: loss of production, loss of use, loss of business, loss of data, loss of access, loss of market share, loss of revenue, loss of savings, and loss of profit, , whether or not the possibility of such damages could have been reasonably foreseen and whether as a result of breach of this Principal Agreement, Warranty or in tort. These limitations shall not apply in case of breach of confidentiality, Bidders breach of the license conditions, or non-payment by Bidder.
- b. Subject to clause (Force Majeure), notwithstanding anything under this Contract and this Contract Bidder shall be liable to BSCDCL or any third party under this Contract for damages up to 100% (One Hundred percent) of the Quarterlyrealised revenue. When calculating the said percentage figure, any taxes, fees or levies, if any, forming part of the revenue as indicated in the Financial Bid shall be excluded.
- c. No action, regardless of form, arising out of any alleged breach of this Contract shall be brought by either Bidder or BSCDCL more than three (3) years after the cause of action has occurred.

- d. BSCDCL or Bidder suffering loss or damages shall take all reasonable measures to mitigate such loss or damage.

19.4. Governing Law and Jurisdiction

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

19.5. Software licenses

The Bidder shall be responsible for providing right to use software (system software, application software, device drivers, iOS, etc.) Required, if any, during operation period to BSCDCL. All license software must be in the name of BSCDCL. Such licenses entitle the BSCDCL of Right to Use the Software only. No Source code is required to be provided.

19.6. Waiver

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

19.7. Survival

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

19.8. Acceptance Test:

Acceptance Test will be conducted in as follows

- The Bidder shall be responsible for preparation and submission of detailed UAT schedules/ procedures/ formats. After acceptance of UAT reports by BSCDCL, the entire infrastructure (including network) would be deemed to have been commissioned.
- For the purpose of Acceptance Testing, Bidder would be required to demonstrate all COTS hardware and software with minimum quantities to carry out the process of acceptance testing for verifying the technical specifications. In case any developmental work is required to be done, the same would be demonstrated over a period of time without hindering the process of acceptance and payment. Once the acceptance is done for certain type of equipment then mass deployment could be done without the need for acceptance again.
- After the successful UAT the Bidder shall be responsible for obtaining installation and commissioning certificate (sign-off) of the complete network from BSCDCL.
- Entire system at any particular location/control room, if any, not passing the UAT, shall be rectified by the Bidder in a timely manner with a request for re-test by BSCDCL. If any component/system fails the UAT repeatedly, BSCDCL may ask Bidder to remove the device, without any claim for payment to Bidder.
- On successful UAT by BSCDCL of the entire system, the event shall be marked as the “date of commissioning” of the project. However, in case of delay/ non-completion of work by Bidder at any site(s) due to reasons not attributable to the Bidder, BSCDCL shall treat the last day of the successful UAT of the commissioned network (excluding the delayed and non-feasible sites) as the “date of commissioning” of the project.
- Documentation: provide technical documentation with equipment supplied. The technical documentation should include technical manuals and operation manuals.
- BSCDCL reserve the right to inspect equipment's and OFC/IFC, cat-5/cat-6 cables etc. The cost of all such tests shall be borne by the Bidder. Any inspected goods fail for confirm to specification after installation, the BSCDCL may reject them and the Bidder shall have to replace the rejected goods. Sample approval should be obtained before installation for such material.
 - The first step will involve successful installation of all sites. The provisional acceptance of these sites will be defined as partial acceptance.

- The date on which acceptance certificate is issued shall be deemed to be the date of successful commissioning of the system.
- Any delay by the Bidder in the acceptance testing shall render the Bidder liable to the imposition of appropriate penalties
- All goods and services should have approval of TEC (Technical Evaluation Committee) with ISO or other certification, as applicable, to prove the quality standards applicable in India.
- The User acceptance test (UAT) report should confirm with cabling standard under the ISO certification.

19.9. Amendments

This Agreement and the Schedules 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 agreed to by all the Parties hereto and evidenced in writing.

19.10. Notices

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

If to the Authority:.....

.....

.....

If to the Concessionaire:

The Managing Director,

.....

.....

Or such addresses, telex numbers, or facsimile numbers as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

19.11. Severability

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

19.12. No Partnership

Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

19.13. Language

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

19.14. Exclusion of Implied Warranties etc.

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by any Party not contained in a binding legal agreement executed by the Parties.

19.15. Counterparts

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

SCHEDULE A - PROJECT SITE

Details provided in the Annexure 11 to the RFP

SCHEDULE B - PROJECT FACILITY

(The facilities to be constructed, built, installed, erected, or provided by the Concessionaire in the Project Sites with brief description & specifications and Scope of Work for the Concessionaire have been mentioned in Annexure 11 of the RFP).

SCHEDULE C - PROJECT COMPLETION SCHEDULE

(The Project Completion Schedule as agreed to with the Concessionaire would need to be set out here).

The ProjectCompletion Schedule submitted by the Concessionaire with the RFP is attached herewith.

Please refer to the Project Schedule submitted in the RFP.

SCHEDULE D - OFFICER-IN-CHARGE'S SERVICES (Implementation Period)

TERMS OF REFERENCE

1. OBJECTIVES

The Officer-in-Charge shall be required to :

- (i) Act independently on behalf of both Authority and the Concessionaire to review and monitor all activities associated with construction, operation, and maintenance to ensure compliance with provisions of the Concession Agreement.
- (ii) Visit, inspect, and report to the MD/Authority on various aspects of the project and carry out all such activities as are provided in the Concession Agreement. Without prejudice to this, the scope of services of the Officer-in-Charge shall be as specified in paras 2 to 4 below.

The Officer-in-Charge shall have no authority to relieve the Concessionaire of any of its duties or to impose additional obligations other than those expressly provided in the Concession Agreement.

2. SCOPE OF SERVICES

2.1. Pre-implementation Period

- (i) Review the Project Report prepared by the Concessionaire.
- (ii) Review the Implementation Schedule submitted by the Concessionaire.
- (iii) Proof checking of designs, calculations and working drawings prepared by the Concessionaire for the construction of various components of the Project Facility in accordance with provisions of the Concession Agreement.
- (iv) Review the adequacy of the geo-technical studies, sub-soil investigations, hydrological investigations and the topographical survey, if any, carried out by the Concessionaire.
- (v) Review the environmental management plan for the Project during Implementation Period and Operations Period.
- (vi) Review the proposed quality assurance and quality control procedures during the

Implementation Period and Operations Period.

- (vii) Review the safety measures proposed during Implementation Period and Operations Period

2.2. Implementation Period

- (i) Monitor quality assurance and quality control during Implementation period.
- (ii) Review the material testing results, mix designs and order special tests of materials and/or completed works, and/or order removal and substitution of substandard materials and/or works as required.
- (iii) Ensure that the construction work is carried out in accordance with the Specifications and Standards and Good Industry Practice.
- (iv) Identify delays in completion and recommend to the MD/Authority / Concessionaire the remedial measures to expedite the progress.
- (v) Review “As Built” drawings for each component of the works prepared by the Concessionaire.
- (vi) Review the safety measures provided by the Concessionaire.
- (vii) Supervise and monitor various Completion Tests as provided in the Concession Agreement
- (viii) Issue Provisional Completion Certificate or the Completion Certificate, as the case may be, in accordance with the provisions of the Concession Agreement.
- (ix) Review and approve the Maintenance Manual prepared by the Concessionaire.

2.3. General

- (i) Design a Management Information System (MIS) for monitoring of the Project by Authority.
- (ii) Determine and recommend changes to the Project Completion Schedule, Scheduled
- (iii) Project Completion Date and the Concession Period in accordance with the Concession Agreement.

(iv) Mediate and assist in resolving disputes between Authority and Concessionaire.

3. INTERACTION WITH THE MD/Authority

The Officer-in-Charge shall interact with the MD/Authority on a regular basis.

4. REPORTING REQUIREMENTS

The Officer-in-Charge shall prepare and submit to the MD/Authority three copies and to the Concessionaire two copies each of the following reports.

Monthly Progress Report

Various other reports as provided in the Concession Agreement such as Completion Report.

5. PERIOD OF SERVICES

The period of services shall be the Implementation Period.

SCHEDULE E –AUTHORITY’S ENGINEER'S SERVICES (Operations Period)
TERMS OF REFERENCE

1. OBJECTIVES

The Authority Engineer shall be required to:

- (i) To review and monitor all activities associated with operation and maintenance to ensure compliance with provisions of the Concession Agreement.
- (ii) Visit, inspect, and report to the MD/Authority on various aspects of the project and carry out such other activities as provided in the Concession Agreement. Without prejudice to this, the scope of services of the Authority Engineer shall be as specified in para 2 to 4.

The Authority Engineer shall have no authority to relieve the Concessionaire of any of their duties or to impose additional obligations other than those expressly provided in the Concession Agreement.

2. SCOPE OF SERVICES

Review work plan and schedules of various operation and maintenance activities.

- (i) Review and ensure compliance with Maintenance Programme, Minimum Maintenance Requirements and the Maintenance Manual.
- (ii) Supervise actions undertaken by Authority's contractor(s) to carry out maintenance obligations of the Concessionaire at the risk and cost of the Concessionaire in the event of his failure to carry out the same.
- (iii) Undertake audit of the traffic using the Project at least once a month.
- (iv) Review and inspect the Project at least once a month during the Operations Period and submit an Inspection Report thereafter to Authority.
- (v) Mediate and assist in resolving disputes between Authority and Concessionaire.

3. REPORTING REQUIREMENTS

The Officer-in-Charge shall prepare and submit to the MD/Authority three copies and to the Concessionaire two copies each of the following reports.

Monthly and Quarterly Inspection Reports

- Monthly reports on audit of advertisement displayed

4. PERIOD OF SERVICES

The period of services shall be the Operations Period.

SCHEDULE F – DRAWINGS

SCHEDULE G - SPECIFICATIONS AND STANDARDS
(Provided in Annexure 11 of the RFP)

**SCHEDULE H - MINIMUM OPERATION & MAINTENANCE
REQUIREMENTS**

(Provided in Annexure 11 of the RFP)

SCHEDULE- I : PARTICULARS OF FINANCIAL ASSISTANCE.

SCHEDULE J - MEMORANDUM OF UNDERSTANDING

(Where the Project is being implemented by a Consortium, the Memorandum of Understanding provided as part of Bid and entered into by them for the purpose of implementing the Project should be appended here as applicable).

SCHEDULE K-REVENUE SHARE

SCHEDULE L–PERFORMANCE SECURITY

Bank Guarantee Format

To,

<insert name address>

Whereas, <name of the supplier and address> (hereinafter called “the Concessionaire”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for ‘Selection of Concessionaire for Implementing Smart City Pan City Projects in Bhopal under PPP on BOOT model’ to Bhopal Smart City Development Co. Ltd (hereinafter called “the beneficiary”)

And whereas it has been stipulated by in the said contract that the Concessionaire shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of INR <Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of INR <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

This Guarantee shall be valid until <Insert Date>)

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed INR. <Insert Value> (Rupees <Insert Value in Words> only).
- II. This bank guarantee shall be valid up to <Insert Expiry Date>)

- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

SCHEDULE M–GRANT

Bank Guarantee Format

To,

<insert name address>

Whereas, <name of the supplier and address> (hereinafter called “the Concessionaire”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for ‘Selection of Concessionaire for Implementing Smart City Pan City Projects in Bhopal under PPP on BOOT model’ to Bhopal Smart City Development Co. Ltd (hereinafter called “the beneficiary”)

And whereas it has been stipulated by in the said contract that the Concessionaire shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of INR <Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of INR <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

This Guarantee shall be valid until <Insert Date>)

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed INR. <Insert Value> (Rupees <Insert Value in Words> only).
- II. This bank guarantee shall be valid up to <Insert date for 180 days from date of signing of Agreement Date>)

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert date for 180 days from date of signing of Agreement Date>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date: