



Tender document for supply, installation, testing, commissioning, operations and maintenance of “100 Indoor LFD Displays” in the premises of the properties of Government of Punjab.

Published by:

Department of Information and Public Relations (DIPR),
Government of Punjab
Fifth Floor, Punjab Civil Secretariat,
Chandigarh– 160001

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The issue of this RFP does not imply that the Purchaser is bound to select a Bidder or to appoint the Selected Bidder hereinafter defined, as the case may be, for the Project and the Purchaser reserves the right to reject all or any of the Bidders or Bids at any stage of the Bidding Process without assigning any reason whatsoever including the right to close the selection process or annul the bidding process at any time, without incurring any liability or being accountable to any person(s) in any manner whatsoever. The decision of Purchaser shall be final, conclusive and binding on all the parties.

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 Purchaser or any other costs incurred in connection with or relating to its Bid including costs relating to submission and maintenance of various fees, undertakings and guarantees required pursuant to this RFP and also any cost relating to updating, modifying or re-submitting its Bid pursuant to the RFP being updated, supplemented or amended by the Purchaser. All such costs and expenses will be incurred and borne by the Bidder and the Purchaser 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.

The Bidders are prohibited from any form of collusion or arrangement in an attempt to influence the selection and award process of the Bid. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any officer/employee/ advisor/ representative of Purchaser or to any other person in a position to influence the decision of the DIPR for showing any favour in relation to this RFP or any other contract, shall render the Bidder to such liability/penalty as the Purchaser may deem proper, including but not limited to rejection of the Bid of the Bidder and forfeiture of its Proposal Security. Laws of the Republic of India are applicable to this RFP.

This RFP document and the information contained herein are confidential and for use only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisor). In the event that the recipient does not continue with the involvement in the Project in accordance with RFP, the information contained in the RFP document shall not be divulged to any other party. The information contained in the RFP document must be kept confidential. Mere submission of a responsive Bid/ Proposal does not ensure selection of the Bidder.

The information contained in this document is selective and is subject to updation, expansion, revision and amendment. Purchaser reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this document and/or the bidding process,

without assigning any reasons whatsoever.

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Section 1: Notice Inviting E-Tender

Government of Punjab
Department of Information and Public Relations

Department of Information and Public Relations, Govt. of Punjab invite bids from interested agencies for supply, installation, testing, commissioning, operations and maintenance of "100 Indoor LFD Displays" in the premises of the properties of Government of Punjab.

Interested Agencies may download the tender document available on the website of the Department of Information and Public Relations i.e. <http://www.diprpunjab.gov.in/> or from the State e-tendering portal i.e. eproc.punjab.gov.in and are requested to submit their technical and financial bids on the state e-tendering portal i.e. eproc.punjab.gov.in latest by **6th Jan, 2021 before 5pm.**

DIPR reserves the right to accept/reject/cancel the tender at any time without assigning any reason. No correspondence in this regard shall be entertained. Corrigendum (if any) related to this tender will be published online at eproc.punjab.gov.in.

Director
Department of Information and Public Relations
Government of Punjab

Section 2: Abbreviations and Definitions

2.1 Abbreviations

| | | |
|-----|-------|---------------------------------------------------------|
| 1. | EMD | EarnestMoneyDeposit |
| 2. | INR | IndianRupee |
| 3. | IA | Implementing Agency |
| 4. | SLA | ServiceLevel Agreement |
| 5. | TCV | Total Contract Value |
| 6. | T | Date of Signing of Contract |
| 7. | RFP | Request for Proposal |
| 8. | DIPR | Department of Information and Public Relations |
| 9. | LCS | Least Cost Selection |
| 10. | CA | Chartered Accountant |
| 11. | PAN | Permanent Account Number |
| 12. | GSTN | Goods and Service Tax Number |
| 13. | PSU | Public Sector Undertaking |
| 14. | FY | Financial Year |
| 15. | PBG | Performance Bank Guarantee |
| 16. | UX | User Experience |
| 17. | CV | Curriculum Vitae |
| 18. | LOI | Letter of Intent |
| 19. | LED | Light Emitting Diode |
| 20. | LFD | Large format display |
| 21. | UPS | Uninterruptible Power Supply |
| 22. | DVI | Digital Visual Interface |
| 23. | OEM | Original Equipment Manufacturer |
| 24. | ICCC | Integrated Command and Control Center |
| 25. | GOI | Government of India |
| 26. | Meity | Ministry of Electronics and Information Technology |
| 27. | IRDAI | Insurance Regulatory and Development Authority of India |

2.2 Definitions

| | | |
|-----|----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Bidder | An individual/company that quotes a particular price, while competing with others, for providing services with respect to specific requirements in this Tender Document |
| 2. | Purchaser | Department of Information and Public Relations (DIPR), Govt. of Punjab |
| 3. | Successful Bidder | The Bidder to whom contract is awarded and is fully responsible towards Purchaser for providing Services as per the requirements and terms and conditions specified in this Contract. The term shall be deemed to include the Bidder's successors, representatives (approved by the Department), heirs, executors and administrators, as the case may be, unless excluded by the terms of the contract. |
| 4. | Week | Designated timeframe consisting of five days excluding any Public Holiday (as declared by Government of Punjab), Saturday and Sunday. |
| 5. | Day | Any day which is not a Saturday or Sunday or a public holiday (As declared by Government of Punjab). |
| 6. | Total Contract Value | This is the maximum value payable to the successful Bidder which is agreed between the Purchaser and the successful Bidder for the Project. |
| 7. | Project | This means supply, installation, testing, commissioning, operations and maintenance of "100 Indoor LFD Displays" in the premises of the properties of Government of Punjab. |
| 8. | Designated Authority | Departmental Official/ Committee who will approve all the deliverables submitted by the bidder. |
| 9. | Central/ State Government Organization | Centre or state-run PSUs, Statutory bodies and co-operative societies. |
| 10. | Event | Supply, Installation, Testing, commissioning, operations and maintenance of Indoor LFD/ LED screen displays for any Central Government, State Government, UT Government, PSU or Centre/State Government Organization. |

| | | |
|-----|---------------------|-------------------------------------------------------------------------------------|
| 11. | Successful Event | Event for which work order and completion certificate is available with the bidder. |
|-----|---------------------|-------------------------------------------------------------------------------------|

Section 3: Introduction

Department of Information and Public Relations, Govt. of Punjab (Purchaser) intends to select an Implementation agency for supply, installation, testing, commissioning, operations and maintenance of “100 Indoor LFD Displays” in the premises of the properties of Government of Punjab. For this, the Bidders are invited to submit the Proposals for the event. Once received, these LFD displays will be the property of the Purchaser; however, successful bidder has to provide with the end to end implementation support for a period of 3 years from the day agreement is signed between the Purchaser and the Implementation Agency/ Selected Bidder.

Section 4: Document Control Sheet

| | | |
|----|---------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Tender Inviting Authority Designation and Address | Department of Information and Public Relations (DIPR), Government of Punjab, Fifth Floor, Punjab Civil Secretariat, Chandigarh – 160001 |
| 2. | a) Name of the Work | Supply, installation, testing, commissioning, operations and maintenance of “100 Indoor LFD Displays” in the premises of the properties of Government of Punjab. |
| | b) e-Tender Reference number | PR(PunMedia)2020/E 17449 |
| 3. | a) Tender document availability | Can be downloaded from https://eproc.punjab.gov.in |
| | b) Cost of Tender Document (Form Fee) | INR 10,000/- (Ten Thousand only) is to be paid through online mode available on e-tendering portal https://eproc.punjab.gov.in . In case of any processing fees, it has to be borne by the bidder. |
| 4. | Publication of E-Tender | 16/12/2020 |

| | | |
|-----|--------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5. | Date, Time & Venue for Pre Bid meeting | 24/12/2020 at 11am in office of the Department of Information and Public Relations (DIPR), Government of Punjab. Fifth Floor, Punjab Civil Secretariat, Chandigarh – 160001 |
| 6. | Release of corrigendum (if required) | Any time before opening of the bids on e-tendering portal https://eproc.punjab.gov.in |
| 7. | Earnest Money Deposit (EMD) | INR 5,00,000/- (Rupees Five Lakhs) through online mode only available on e-tendering portal. |
| 8. | Performance Bank Guarantee | 10% of the contract Value |
| 9. | Last date and time for submission of bids | 04/01/2021 by 5pm on the e-tendering portal https://eproc.punjab.gov.in |
| 10. | Date & Time for Opening of Technical Bids | 06/01/2021 at 11am on the e-tendering portal https://eproc.punjab.gov.in |
| 11. | Date & Time for Opening of Commercial Bids | To be Intimated later |
| 12. | Method of Selection | Least Cost Selection (LCS) |
| 13. | Website for RFP Reference | https://eproc.punjab.gov.in/ and http://www.diprpunjab.gov.in/ |

Note: All corrigendum /addendums /clarifications regarding this RFP shall be posted on the above mentioned websites only. No other communication or advertisement will be given. Purchaser will not be responsible in case any bidder fails to upload the bid in stipulated time for any reasons.

Section 5: Eligibility Criteria

Tender is available on the State e-tender portal i.e. <https://eproc.punjab.gov.in>. This Invitation to Bid is open to all entities meeting or exceeding all of the following minimum Qualification criteria. Any Bidder not meeting even one of the qualification criteria as mentioned below shall be summarily rejected.

Note: For participating in the above RFP/e-tender, the bidders/ vendors shall have to get themselves registered with <https://eproc.punjab.gov.in> and get user ID & password. Class 2 or 3 Digital Signature Certificate (DSC) is mandatory to participate in the e-tendering process. For any clarification/difficulty regarding e-tendering Process flow please contact on helpdesk numbers 0172-2970263, 0172-2970284 (Punjab Government working days from 9am to 5pm)

The Bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements as described in this Document. The Bidder must also possess the administrative capability, technical know-how and the financial wherewithal that would be required to successfully undertake the Project for the entire period of the Contract. The Bids must be complete in all respects and should cover the entire Scope of Work as stipulated in this Tender document.

Bidders who will be meeting the minimum qualifying criteria of this document will be considered for further evaluation.

| S.No | Clause | Documents Required |
|------|-----------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Form fee for Tender Document should have been submitted. (There is no exemption on this for any category) | INR 10,000/- (Rupees Ten Thousand Only) through online mode available on e-tendering portal https://eproc.punjab.gov.in . In case of any processing fees, it has to be borne by the bidder. |
| 2. | EMD should have been submitted. (There is no exemption on this for any category) | INR 5,00,000/- (Rupees Five Lakh Only) through online mode available on e-tendering portal https://eproc.punjab.gov.in |

| S.No | Clause | Documents Required |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3. | <p>The Bidder should be registered under the Companies Act, 1956 or Companies Act, 2013 or a partnership firm registered under Indian Partnership Act, 1932 or Limited Liability Partnership registered under Indian Limited Liability Partnership Act, 2008.</p> | <p>Copy of Certificate of Incorporation/ Partnership deed/ Registration self-certified by the Authorized Signatory of the company.</p> <p>Joint Ventures/ Consortium/ Sub-Contracting is not allowed</p> |
| 4. | <p>The Bidder must have completed at least 2 successful events where in minimum 100 Nos. of such displayScreens (LED/LFD) were supplied and installed for any Central Government, State Government, UT Government, PSU or Centre/State Government Organization only in the last five financial years i.e. FY 15-16, FY 16-17, FY 17-18, FY 18-19, FY 19-20</p> <p style="text-align: center;">Or</p> <p>Should have executed at least three successful events of similar nature, each order not less than 1.5 Crore in the last five financial years i.e. FY 15-16, FY 16-17, FY 17-18, FY 18-19, FY 19-20</p> | <ul style="list-style-type: none"> • Copies of the work order along with the completion certificate. • Photographs of the event where the screens were supplied and installed |

| S.No | Clause | Documents Required |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5. | The Bidder must have an average annual turnover of at least Rupees 10Crores for last three audited financial years FY 16-17, FY 17-18, FY 18-19 | <ul style="list-style-type: none"> • Audited Balance sheet and Profit & Loss account statement and proof of submission of income tax return of the Bidder for each of the last 3 audited financial years FY 16-17, FY 17-18, FY 18-19. • Certificate duly signed by Statutory Auditor/ CA/ Company Secretary of the Bidder mentioning the turnover in each of the 3 given financial years. |
| 6. | The Signatory signing the Bid on behalf of the Bidder should be duly authorized by the Board of Directors/Partners of the Bidder to sign the Bid on their behalf. | Power of Attorney/ Board Resolution executed by the bidder in favor of authorized signatory |
| 7. | The Bidder should have positive net worth and should be a profit making company for each of the last three audited financial years FY 16-17, FY 17-18, FY 18-19 | Certificate duly signed by Statutory Auditor/ CA of the Bidder confirming the net-worth and profit after Tax paid for each of the last three audited financial years FY 16-17, FY 17-18, FY 18-19 |
| 8. | Bidder should not have been black listed by any Government or quasi-Government entity in India (Centre / State / Local Bodies, PSU or any State Organization etc.) for breach of any applicable law or violation of regulatory prescriptions or breach of agreement as on date of | A self-certified letter as per the Annexure 15.1 |

| S.No | Clause | Documents Required |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|
| 9. | The bidder must possess a valid GSTIN and PAN No. | Copy of the GST Certificate and PAN |
| 10. | Bidder should have neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement or have had any agreement terminated for breach. | A self-certified letter as per the Annexure 15.4 |
| 11. | Declaration by an authorized signatory to the effect that all conditions contained in the Tender Document are acceptable to the Bidder. Such an authorization may be seen during scrutiny of bids. | A self-certified letter as per the Annexure 15.5 |

- I) Any Bid failing to meet the above stated Prequalification cum technical bid criteria shall be summarily rejected and will not be considered for further Evaluation.
- II) Before the evaluation of financial bid, the vendors have to give the live demo of the LFD Screens including all the software/ hardware specifications as mentioned in the Section 6.

Note: All documents needs to be scanned and uploaded. No Physical copies are required.
Purchaser's decision regarding Bidder's eligibility will be final and binding on all the Bidders.

Section 6: Terms of Reference

The Successful bidder is required to supply, install, configure, test, monitor service, maintain and insure the items mentioned in this section. The integrated solution must be thoroughly tested. The bidder shall also provide documentation as required by the Department and provide post installation support service. The entire scope of work must be completed in all respects and made usable as per the requirements of the Department. Also, the bidder should bid for and provide the entire end-to-end solution as a whole and not for any parts thereof in a piecemeal fashion. The bidder should account for and include costs of any hardware, software and service components which constitute the complete solution irrespective of whether they are included here or not. The comprehensive scope of work is as follows:

The Department intends to deploy 100 Vertical Large Format Displays (LFD) at various locations in Punjab, Chandigarh and New Delhi for which the tentative list of locations is mentioned at Annexure 15.7. The bidder can propose his own solution or a ready-to-provide arrangement with a supplier providing such services. The Department may increase/decrease the procurement of Numbers of LFD Screen and locations at latter date during the contract period depending upon the LFD Screen requirement. The possible increase in number shall be conveyed to the selected bidder as and when required. The selected Bidder needs to supply and install the additional LFD Display Boards at the quoted unit rate of the LFD Screen display.

The Successful bidder shall take total responsibility for successful deployment of end-to-end solution, maintenance, monitoring and insurance.

6.1 Material

The entire Digital Signage Solution shall comprise of the following components:

| # | Component Code | Component Description | Brand (if any) | Quantity |
|----|----------------|--------------------------|--------------------------------------------------------------------------------------------|--------------------------------------------------------------------|
| 1. | DSS | Digital Signage Software | Scala, NUSYN, 3M, STREME, Wallflower, Xtreme, i-infinity, or any other equivalent software | 100 client licenses and requisite server license(s) (for displays) |

| | | | | |
|----|--------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|-------------------------|
| 2. | LFD | Large Format Display with inbuilt/ external media player or Large Format Display with media player application supported by hardware and the file formats mentioned in the RFP. | | 100 |
| 3. | Cabinet with stand | Outer Cabinet with stand for vertical LFD screens. It should be solid enough and should act as a protective layer for LFD screens. | | 100 |
| 4. | IDC | Internet Data Card | Tata, Vodafone, Airtel, Aircel, Idea, Reliance, BSNL, Jio | 100 |
| 5. | CSP | Cloud Infrastructure | Any Cloud Service Provider as empanelled by MietY, Gol | As per the requirements |

Note:

- The detailed specifications for the LFD screens along with the cabinet are furnished in **Annexure – 15.2**.
- The feature requirements list of Digital Signage Software is mentioned in **Annexure – 15.6**.
- The bidders are required to propose an appropriate solution ensuring compatibility of all hardware and software components.
- All necessary cables, connectors, power adapters, Internet dongles etc. will also be supplied by the successful bidder along with the equipment mentioned above.
- The quotation should be all-inclusive and should account for all the materials, services, accessories, incidentals, licenses etc. necessary to deploy fully functional Digital Displays at the 100 locations of Punjab, Chandigarh and New Delhi.

6.2 Services

The Successful bidder is requested to render all services mentioned in this section.

6.3 Installation

The installation service to be provided by the bidder shall cover the following:

| # | Activity | Description |
|----|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Coordination PAN Punjab | The successful bidder to coordinate with the respective authorities in charge of premises where LFDs are deployed. However, The Department shall facilitate this activity. |
| 2. | Installation | The successful bidder is responsible for supply, delivery, unpacking, inspection, installation and testing of Digital Signage Solution PAN Punjab, Chandigarh and New Delhi at deployment locations. |
| 3. | Configuration | The successful bidder will install and configure the server component of Digital Signage software on the dedicated cloud infrastructure. They will also configure Digital Media Player at PAN Punjab & Headquarter (Chandigarh) deployment locations as decided by the Department. |
| 4. | Provisions | <ul style="list-style-type: none"> • The successful bidder shall check all provisions (like power) prior to installation at each location and take necessary action if any of the items are damaged or missing or malfunctioning. • Any tools required for installation, testing and inspection shall be arranged by the bidder. • The successful bidder shall check and confirm the site readiness prior to delivery and installation of equipment at the location PAN Punjab. |
| 5. | Cables | All cables of the Digital Signage Solutions shall be neatly dressed and appropriately labelled. Power and other cabling supporting Digital Signage services should be protected from interception or damage. Successful Bidder should follow stringent guidelines and injury preventions practices to protect the system from unauthorized access and wiretapping. |
| 6. | Damage | In case of any damage to any of the Digital Signage premises during the delivery and installation of the Digital Signage which is attributed to the Successful bidder, he has to take corrective action to compensate for the damages. |
| 7. | Service Level Agreement | The Successful bidder shall be responsible for maintaining uptime as defined in the Service Level Agreement (SLA). The key aspects of proposed SLA to be signed with the Department, are provided in Section 14 of this RFP. |
| 8. | Reformatting | Reformatting of the content provided by the Department as necessitated by the solution of the Successful bidder shall be done by him, if required. |

| | | |
|----|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 9. | Labelling | The Successful bidder will be responsible for labelling of all devices as per the requirements of the Department. Digital Signage software equipment i.e. Displays shall be named as per the requirements of the Department for easy access through Digital Signage server software. |
|----|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

NOTE:

- The Department will provide space and power facility at premises where Digital Signage equipment has to be deployed PAN Punjab, Headquarter (Chandigarh) and New Delhi.
- LFD screens along with the stand, equipment/ material used in the commissioning/installation along with the source code of the software will be the property of the Purchaser once it is delivered, installed and commissioned by the successful bidder at respective locations.

6.4 Training Service

6.4.1 Training Plan

The bidder is expected to develop a training plan covering the required resources for the training schedule and training content prior to commencement of training.

6.4.2 Training Areas

The Successful Bidder will deliver very comprehensive training to the officers in Punjab and Chandigarh for which the training locations will be finalized after the award of tender. The depth of the training must be adequate to operate & control all the remotely located LFDs from the centralized location. The training will be held at the venue decided by the Department. Bidder will arrange necessary hardware and software to deliver the training. Amongst various other topics, the training must cover the following areas:

- a) Digital Signage Solution
- b) Monitoring of remotely located Displays/ media players from central location.
- c) Installation and configuration of Digital Signage Software
- d) Content Management from the central location
- e) Content pushing and designing templates for LFDs
- f) Managing the vernacular language content for respective LFDs
- g) Creating group of the remotely located devices for group messages and updating the content
- h) Any other aspect of content delivery and monitoring as deemed fit by the Department.

6.4.3 Trainer

The trainer must be a competent professional in the concerned areas (Digital Signage Solution) with adequate monitoring and configuration experience on the proposed hardware and software.

6.4.4 Training Material

The Successful Bidder will deliver two hard and soft copies of the following training material:

- a) Lecture Notes, PowerPoint presentations and Exercises
- b) Comprehensive user manual for software and hardware

6.4.5 Training venue

The Successful bidder shall install solution at the venue decided by the Department to provide the training. The Department shall arrange the required space and power facilities.

6.5 Project Management Services

The Successful bidder will appoint a suitably qualified and experienced Project Coordinator immediately after issuance of Purchase Order and He / she should be available till the Project Sign Off. Bidder should provide an escalation matrix up to a minimum of 3 levels above Project Coordinator, including Managing Director/CEO of the company. Amongst various other terms of reference, the following are key responsibilities of the project coordinator:

- Shall be a single point of contact.
- Shall organize extensive planning meeting within 2 days of issuance of purchase order to draw a comprehensive project plan
- Shall be required to be easily available on phone as and when needed
- Must attend weekly review meetings and any other ad-hoc project meetings at the Department Office or any other location as decided by the Department from inception till the project sign off
- Shall coordinate effectively within his team and OEMs to deliver entire scope of work within the schedule.

6.5.1 Acceptance Testing

The Department will carry out the "Acceptance Testing" with the assistance of the Successful Bidder. A comprehensive test plan will be prepared by the Successful Bidder in consultation with the Department prior to commencement of testing. The test plan will cover performance and integration aspects comprehensively amongst other

aspects.

6.5.2 Maintenance and Technical Support Service

The Successful bidder will comply with the requirements mentioned in subsequent sub-sections furnished below regarding maintenance and technical support services.

6.5.3 Resources

The Successful bidder has to ensure that a suitably qualified competent resources shall be engaged by him for Maintenance and Technical Support Services. The maintenance and technical support services will be for a period of 3 years. The support service for the whole tenure shall be delivered by the resource on-site.

6.5.4 Scope of Service

The maintenance and technical support services will be rendered in accordance with an agreement to be signed by the bidder with the Department. This agreement will be drafted by the Department stipulating the key aspects like Scope of Work, Days and Hours of Work, Responsibilities and performance measures.

Amongst various other tasks, the maintenance and technical support services cover the following:

| # | Activity | Description |
|----|----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Operating System Hardening | The Successful bidder shall ensure that the operating system in equipment is hardened from time to time as necessary to block the services which are not required. |
| 2. | Service Level | The Successful bidder shall adhere to the service level specified in the RFP for the maintenance of equipment and software supplied by the bidder. |
| 3. | Relocation of equipment | <ul style="list-style-type: none"> • In case of relocation of equipment from one premise to another, the Successful bidder will arrange decommissioning of the equipment, transport equipment and re-install at the new location. • Most of the relocations are expected to be confined to the concerned district only. • The cost of the relocation must be included in the Maintenance and Technical support service charges to be quoted by the bidder. |

| | | |
|----|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | <ul style="list-style-type: none"> • Relocations are not expected to happen frequently. |
| 4. | Configuration | The Successful bidder should be able to remotely reconfigure, maintain, and manage Digital Signage hardware, software and will make the system available at the deployed locations. This should include switching on and off of the equipment on a daily basis at stipulated times. |
| 5. | Monitoring | The Successful bidder shall remotely monitor all hardware and software components at regular intervals and provide health reports as per the requirements of the Department. |
| 6. | Upgrades during contract period | During the contract period, the Successful bidder will apply patches and upgrades of all concerned software from time to time without any additional cost to the Department. |
| 7. | Content | The Successful bidder shall be responsible for content aggregation, reformatting if required, and content uploading. |
| 8. | Replacement and repair of equipment | The Successful bidder will either repair or replace the equipment as necessary within the stipulated resolution time as stated in service level agreement. The key aspects of service level agreement are furnished in Section 14 of this RFP. |
| 9. | Preventive Maintenance | Bidder shall carry out preventive maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment and necessary repairing of equipment) at least once in a month to ensure that the equipment is in efficient running condition. |
| 10 | Physical Inspection | The bidder should carry out physical inspection of each digital display once a month. Reports for the same must be submitted to District Nodal Officer. |

6.6 Insurance Service

- Should be from an IRDAI registered and approved National level insurance company.
- Should be drawn in the name of the Nodal Agency/Department/Purchaser as

the beneficiary.

- The Successful bidder shall stand responsible for settlement of all claims with the insurer and serve as the single point of contact for the Nodal Agency/Department/Purchaser to settle all insurance claims with the insurer.
- Should be for a period of three years (excluding the project implementation period) which can be extended further on mutual consent
- The Successful bidder shall bear any insurance premium on all the above mentioned equipment for the period of project execution until project is signed off. The Nodal Agency/Department/Purchaser shall pay the insurance premium for a period of 3 years only after the project is signed off, in case needed.
- Should be a comprehensive insurance policy covering Theft, Fire, Natural Calamities, Accidental damages & Vandalism and all other perceivable risks.
- Should be a comprehensive policy covering the equipment.

6.7 Sample Solution

A sample solution comprising of all proposed components shall be deployed by the selected bidder at the Department's Office for review prior to issuance of purchase order. Installations can only be carried out by the bidder after successful review of the sample solution and sign off by the Department. Every component of the sample solution should be exactly the same as that of the proposed solution.

6.8 Regular Physical inspections

The Department or its appointed agencies will perform the physical inspection of the digital displays at regular intervals.

6.9 Internet Data Card Service

- a) The Successful bidders are expected to carry out a thorough analysis of the service footprint of different service providers available in each locations of the districts where the LFD screen will be installed.
- b) The Successful bidder may propose multiple service providers covering the given states to ensure the high availability and good signal strength.
- c) In view of the aforementioned, the bidders are expected to provide a brief Data Card Service Deployment Strategy Statement.
- d) Successful Bidder may choose 4G or above services from the internet service provider as appropriate for a given locations shared at Annexure 15.7.
- e) The cost of the internet connectivity charges will be borne by the Successful Bidder.

6.10 Project Planning and Sign off

The Purchaser will engage the selected bidder in a comprehensive Project Planning exercise soon after issuance of Purchase Order. The outcome of this exercise is a comprehensive Project Plan covering all project milestones. The entire project will be executed in accordance with the agreed Project Plan. The Project will be signed off following the process prescribed by the Department. The Sign-off of the entire project will be subject to completion of the following key milestones amongst many other aspects:

- Completion of entire Scope of work as stated in this RFP and formal project sign off in accordance with the process prescribed by Department.
- Submission of Performance Bank Guarantee (or Extension of performance bank guarantees as required).
- Delivery of signed service level agreement for maintenance and technical support service.

6.11 Location

1. The entire scope of work as mentioned in Section 6 will be managed by The Department's team from the following location:

**DIPR
Punjab Civil Secretariat
Sector 1, Chandigarh**

2. The server component of Digital Signage Software shall be hosted and configured on a server of a MeitY empaneled cloud hosting service provider.
3. All displays shall be deployed at various locations of Punjab, Chandigarh and New Delhifor which tentative schedule of location is mentioned at Annexure 15.7
4. Purchaser reserves the right to change the location of the screen as per the requirements. Cost to install and configure the screen needs to be borne by the Successful bidder.

Section 7: Payment Schedule and Deliverables

Payment to successful bidder shall be released as per the below milestones:

| Sr. No. | Milestones | Payment (% of total cost of Project value) | Desired Timelines |
|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|--------------------------|
| 1. | Arrival of complete material at various sites across all locations as per RFP i.e. 100 Indoor LFD Vertical Displays along with the required peripherals, stands, cables, UPS, Internet Connections etc.- this payment will be released post submission of photographs by the successful bidder along with physical inspection and sign off certificate of the district nodal officer. | 40% | T + 45 days |
| 2. | Installation and commissioning of all 100 Indoor LFD Vertical Displays in the Government premises along with the setup of Integrated command control centre- this payment will be released post submission of photographs of all the installed and commissioned LFD Display systems along with physical inspection and sign off certificate of the district nodal officer. | 20% | T + 60 days |
| 3. | Testing of all 100 Indoor LFD Vertical Displays from Integrated command control centre through the software - this payment will be released post satisfaction certificate by the Command Centre incharge. | 20% | T + 70 days |
| 4. | Maintenance and Services fees (3.33%) to be paid after every 6 months post submission of reports of physical inspection or issues fixed at all the locations where the LFD screens are installed. | 20% | |

Note:

1. Payment will only and only be released post submission of the Performance Bank Guarantee to the Purchaser.
2. The Purchaser reserves the right to deduct portion of the agreed fee of the successful Bidder, in case of any deficiency in the services rendered as per the Section 14 of this document.
3. Successful Bidder has to submit the detailed breakup of the commercials including cost per screen, stand cost, cable cost, UPS cost, AMC cost, Insurance cost etc (as per his own calculation) submitted for this tender after the award of the contract to the Purchaser and before signing of the agreement.

Section 8: Financial Bid Evaluation

Bidders who qualifies the Eligibility Criteria as per Section 5 of this document will be eligible for the Financial Bid Evaluation. Purchaser's decision regarding Bidder's eligibility will be final and binding on all the Bidders.

Financial bid needs to be submitted on the State e-tenderportal only i.e. <https://eproc.punjab.gov.in>. No hard copies or Scanned copies will be accepted.

Format for the Financial Bid is given below:

| Sr.No | Amount (In Figure) for supply, installation, testing, commissioning, operations and maintenance of "100 Indoor LFD Displays" in the premises of the properties of Government of Punjab for 3 years (Inclusive of all the taxes). | Amount (In Words) for supply, installation, testing, commissioning, operations and maintenance of "100 Indoor LFD Displays" in the premises of the properties of Government of Punjab for 3 years (Inclusive of all the taxes). |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | |

Section 9: Bid Evaluation Process

9.1 Pre-Bid

Pre bidmeeting will be conducted as per the document control sheet of this RFP in the office of the Department of Information and Public Relations (DIPR), Government of Punjab, Fifth Floor, Punjab Civil Secretariat, Chandigarh – 160001 where all the bidders can participate and clear any of the queries by giving that in writing. Bidders can request for any clarifications as per the below format and consolidated corrigendum (if required) will be released after the pre-bid meeting.

| S.No | Page No. | RFP Clause No. | Clarification Sought |
|-------------|-----------------|-----------------------|-----------------------------|
| 1. | | | |
| 2. | | | |

9.2 Opening of the Technical Bid

Purchaser will open all the Bids on the date decided as per the Document Control Sheet and bidders can view the bid online at their own locations through the online portal <https://eproc.punjab.gov.in>. In case Bidder or its representative wish to be present at the time of bid opening, they can make themselves available; however, only two persons for each participating bidder's shall be allowed to attend the Bid opening meetings. In event of date of Bid opening being declared a holiday, Bids shall be opened at the same time and location on the next working day.

9.3 Evaluation of the Technical Bid

- 1) The Qualification Bids of Bidders, whose EMD is not in order shall be summarily rejected.
- 2) Bidders are required to fulfill all the Qualification conditions mentioned in Eligibility Criteria of this Tender document. Purchaser will examine the Bids for their completeness and conformity to requirements of this document. Decision of Purchaser in this regard will be final and binding on all the bidders.

3) The Commercial Bids of disqualified Bidders will not be opened.

9.4 Evaluation of Commercial/ Financial Bid

- Purchaser will select the successful Bidder (L1) through the Bidding Process on the basis of lowest total contract value (TCV), submitted by the Bidder. Intimation would automatically be sent to the unsuccessful Bidders through the e-tendering portal.
- In case of a tie where the total contract value of two or more bidders match, bidder who has more average annual turnover value in the last three audited financial years as submitted in the eligibility criteria section will be selected as L1.
- Purchaser's decision regarding Bidder's selection will be final and binding on all the Bidders.

9.5 Waivers

Purchaser may waive any minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided. Such waiver does not prejudice or affect the relative ranking of any Bidder.

Section 10: Instructions to Bidders

10.1 General

- All information supplied by bidders shall be treated as contractually binding on the bidders on successful award of the assignment by Purchaser on the basis of this tender.
- No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Purchaser. Purchaser may cancel this RFP at any time prior to a formal written contract being executed by or on behalf of Purchaser.
- This RFP does not constitute an offer by Purchaser. The bidder's participation in this process may result in Purchaser selecting the bidder to engage towards execution of the contract.

10.2 Validity of the bids

- Bids shall remain valid till June 2020 from the date of submission of bids. Purchaser reserves the right to reject a proposal valid for a shorter period as non-responsive.
- In exceptional circumstances, Purchaser may solicit the bidder's consent to extend the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional. A bidder may refuse the request without forfeiting the Earnest Money Deposit. A bidder granting the request will not be permitted to modify its Bid.
- Purchaser reserves the right to annul the tender process, or to accept or reject any or all the bids in whole or part at any time without assigning any reasons and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

10.3 Tender Document Fees

The bidder may download the tender document from the website as mentioned in document control sheet. The bidder shall furnish tender document fees, as part of the Eligibility Criteria, as per detail provided in the Document Control sheet. Any processing fees associated with the tender document fees needs to be borne by the bidder. This fees is non-refundable.

10.4 Amendment to the Tender document

- Amendments necessitated due to any reasons, shall be made available on website only as provided in the document control sheet. It shall be the responsibility of the bidders to keep on visiting the website to amend their bids incorporating the amendments so communicated through the website. Purchaser shall not be responsible for any oversight or negligence on part of the bidders on the amendments to the terms and conditions of the tender document and notified through the website.
- The corrigendum (if any) & any other related communication regarding this tender shall be posted only on the website and no separate communication either in writing or through email will be made to any interested/ participating bidders.
- Any such corrigendum(s) or addendum(s) or clarification(s) shall be deemed to be incorporated into the tender document.
- Purchaser, at its discretion and at any moment of time, may extend the last date for the receipt of Bids.

10.5 Clarifications on Submitted bids

During process of evaluation of the Bids, Purchaser may, at its discretion, ask Bidders for clarifications on their bids. The Bidders are required to respond within the prescribed time frame given for submission of such clarification.

10.6 Earnest Money Deposit (EMD)

- The bidder shall furnish EMD, as part of the Eligibility Criteria, as per detail provided in the Document Control sheet.
- The EMD shall be in Indian Rupees and bidder has to pay through online mode.
- EMD of the successful bidder will be released after the successful bidder signs the final agreement and furnishes the Performance Bank Guarantee (PBG) as performance security.
- EMD of all unsuccessful bidders would be refunded by Purchaser as promptly as possible after signing of the agreement with the successful bidder.
- The EMD submitted shall be interest free and will be refundable to the bidders without any accrued interest on it.

- The Earnest Money will be forfeited on account of one or more of the following reasons:-
 - ✓ Bidder withdraws its bid during the validity period specified in the RFP.
 - ✓ Bidder does not respond to requests for clarification of its bid.
 - ✓ Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
 - ✓ In case of a successful bidder, the said bidder fails to sign the contract in time; or furnish Performance Bank Guarantee in time.
 - ✓ Failure to abide the RFP conditions
 - ✓ Any conditional commercial bid will lead to disqualification of the entire bid and forfeiture of the EMD.
 - ✓ Bidder quoting negative rates will be treated as non-responsive and will result in forfeiture of the EMD.
 - ✓ Errors & Rectification: If there is a discrepancy between words and figures in the financial bid, the amount in figures will prevail.
 - If the bidder doesn't accept the correction of error(s) as specified, its bid will be rejected and EMD will be forfeited.

10.7 Preparation of Bid

The Bidder must comply with the following instructions during the preparation of Bid:

- The Bidder is expected & deemed to have carefully examined all the instructions, guidelines, forms, requirements, appendices and other information along with all terms and conditions and other formats of the bid. Failure to furnish all the necessary information as required by the bid or submission of a proposal not substantially responsive to all the requirements of the bid shall be at Bidder's own risk and may be liable for rejection.
- The Bid and all associated correspondence shall be written in English and shall conform to prescribed formats. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. Any interlineations, erasures or over writings shall be valid only if they are authenticated by the authorized person signing the Bid.
- The bid shall only be uploaded on the www.eproc.punjab.gov.in website by the Bidder or duly authorized person(s) to bind the Bidder to the contract. The bids

submitted by fax/e-mail etc. shall not be accepted. No correspondence will be entertained on this matter.

- All payments / deposits / fees with respect to this tender shall be in Indian Rupee only.
- No bidder shall be allowed to modify, substitute, or withdraw the Bid after last date of its submission.
- The bidder shall be responsible for all costs incurred in connection with participation in the Bid process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of bid, in providing any additional information required by Purchaser to facilitate the evaluation process, in negotiating definitive "Successful bidders" and all such activities related to the bid process. Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- Every page of the documents submitted by the bidder must be duly signed by the authorized signatory of the bidder along with the Organization seal.
- Failure to comply with the below requirements shall lead to the Bid rejection:-
 - ✓ Comply with all requirements as set out within this RFP.
 - ✓ Submission of the forms and other particulars as specified in this RFP and respond to each element in the order as set out in this tender.
 - ✓ Non-submission of all supporting documentations specified in this RFP, corrigendum or any addendum issued.

10.8 Disqualifications

Purchaser may at its sole discretion and at any time during the evaluation of Bids, disqualify any Bidder, if the Bidder has:

- Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years.
- Failed to provide clarifications related thereto, when sought;
- Submitted more than one Bid (directly/in-directly);
- Declared ineligible by the Government of India/State/UT Government for corrupt or fraudulent practices or blacklisted.

- Submitted a bid with price adjustment/variation provision.
- Documents are not submitted as specified in the RFP document.
- Suppressed any details related to bid.
- Submitted incomplete information, subjective, conditional offers and partial offers submitted or Not submitted documents as requested in this document
- Submitted bid with lesser validity period
- Any non-adherence/non-compliance to applicable RFP content

10.9 Deviations

Bids submitted with any deviations to the contents of the Tender Document will be considered as non-responsive. No deviation(s) / assumption(s) / recommendation(s) shall be allowed with the bid. Bidders must ensure that pre-bid meeting is attended by their authorized representatives so that all clarifications and assumptions are resolved before bid submission.

10.10 Notification of Award of Contract

Purchaser will notify the Successful Bidder in writing about acceptance of their bid. The notification of award will constitute the formation of the contract after submission of performance bank guarantee.

10.11 Performance Bank Guarantee

Performance Bank Guarantee equivalent to 10% of the total contract value rounded off to the nearest thousand Indian Rupees from a Scheduled Commercial Bank in India in favour of Department of Information and Public Relations, Punjab. It should be in the form of an unconditional, irrevocable and continuing Bank Guarantee as per the Annexure 15.3 and would remain valid for 42 months from the day contract is signed. The claim period and other details of the Performance Bank Guarantee are as per Section 15.3 of this document. The Performance Bank Guarantee shall be submitted within 7 (Seven) days from the day contract is signed.

Performance Bank Guarantee would be returned only after adjusting/recovering any dues recoverable/payable from/by the Bidder on any account under the contract.

EMD of successful bidder will be returned on the submission of performance bank guarantee.

10.12 Signing of the Contract

- The Successful Bidder will sign the contract with Purchaser within 7 working days of the release of notification and submission of Performance Bank Guarantee.
- After signing of the contract, no variation in or modification of the terms of the contract shall be made except by mutual written amendment signed by both the parties.

10.13 Fraud and Corrupt Malpractices

All the Bidders must observe the highest standards of ethics during the process of selection of "Successful Bidder" and during the performance and execution of contract.

- For this purpose, definitions of the terms are set forth as follows:
- **"Corrupt practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of the Purchaser or its personnel in contract executions.
- **"Fraudulent practice"** means a misrepresentation of facts, in order to influence a selection process or the execution of a contract, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or noncompetitive levels and to deprive Purchaser - of the benefits of free and open competition.
- **"Unfair trade practice"** means supply of services different from what is ordered on, or change in the Scope of Work.
- **"Coercive practice"** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of contract.
- Purchaser will reject a proposal for award, if it determines that the Bidder recommended for award, has been determined to having been engaged in corrupt, fraudulent, unfair trade or Coercive practices.
- Purchaser will declare a bidder ineligible, either indefinitely or for a stated period of time, for award of contract, if bidder is found to be engaged in corrupt, fraudulent, unfair trade or Coercive practice in competing for, or in executing, the contract at any point of time.

10.14 Confidentiality

The Successful Bidder and their personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or the Purchaser or operations without the prior written consent of the Department.

10.15 Duties, Taxes and Statutory Levies

- 1) The Bidder shall bear all personal taxes levied or imposed on account of payment received under this Contract.
- 2) The Bidder shall bear all corporate taxes, levied or imposed on account of payments received from Purchaser for the work done under this Contract.
- 3) Bidder shall bear all taxes and duties etc. levied or imposed under the Contract including but not limited to GST, Sales Tax, Customs duty, Excise duty, Octroi, Service Tax, VAT, Works Contracts Tax and Income Tax levied under Indian Income Tax Act – 1961 or any amendment thereof up to the date for submission of final price bid, i.e., on account of payments received by him for the work done under the Contract. It shall be the responsibility of the Bidder to submit to the concerned tax authorities the returns and all other connected documents required for this purpose. The Bidder shall also provide such information to the Purchaser from time to time, as it may be required in regard to the Bidder's details of payment made by the Purchaser under the Contract for proper assessment of taxes and duties. The amount of tax withheld by Purchaser shall at all times be in accordance with Indian Tax Law and will furnish to the Bidder original certificates (Challans) for tax deduction at source and paid to the Tax Authorities.
- 4) If, after the date of this Agreement, there is any change of rate of levy under the existing applicable laws of India with respect to taxes and duties, which are directly payable by the Purchaser for providing the goods and services i.e. service tax or any such other applicable tax from time to time, which increase or decreases the cost incurred by the Successful Bidder in performing the Services, then the remuneration and reimbursable expense otherwise payable to the Successful Bidder under this Agreement shall be increased or decreased accordingly by correspondence between the Parties hereto, and corresponding adjustments shall be made. However, in case of any new or fresh tax or levy imposed after submission of the proposal, the Successful bidder shall be entitled to reimbursement on submission of proof of payment of such tax or levy.

5) The Bidder shall be solely responsible for the payment /fulfillment of its tax liabilities and obligations under the Income Tax Act and other such laws in force and Purchaser shall not bear responsibility for the same.

Section 11: Award of Contract

11.1 Notification to Bidder

Purchaser will notify the successful Bidder online that its proposal has been accepted. The notification of award, termed as Letter of Intent or LOI in sections to follow, will lead to signing of the Contract. Upon the successful Bidder's furnishing of performance bank guarantee, Purchaser will promptly notify each unsuccessful Bidder online and EMD will be returned as per the RFP.

11.2 Signing of the Contract

Purchaser shall enter into a Contract, incorporating all Agreements, as specified in this document, with the successful Bidder. Successful bidder shall sign the agreement within 7 business days of award of contract.

11.3 Validity of the Contract

The Contract / Agreement will be valid for 36 months from the date of signing of the contract, with the provision for extension based on requirement. The contract may be extended for a further period at the same terms and conditions subject to mutual consent.

11.4 Expenses for the Contract

The incidental expenses of execution of Contract shall be borne by the successful Bidder.

11.5 Failure to abide by the terms of Contract

Failure of the successful Bidder to agree with the Terms & Conditions of the Contract shall constitute sufficient reason for the annulment of the award, in which Purchaser may forfeit the EMD, Performance Bank Guarantee or both. In this case, an offer will be made to L2, else, re-tendering will be done.

11.6 Invoicing

The Successful bidder needs to obtain Approval from Purchaser after every deliverable. Following this, the Successful bidder shall submit invoice to Purchaser as per Section 7 of this RFP.

Section 12: General Contract Conditions

12.1 Standards of Performance

The Successful Bidder shall deliver the services and carry out their obligations under the contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Successful Bidder shall always act in respect of any matter relating to this contract as faithful Successful bidder to the Purchaser. The Successful bidder shall always support and safeguard the legitimate interests of the Purchaser, in any dealings with the third party. The Successful bidder shall conform to the standards laid down in the RFP in totality.

12.2 Contract Period

The contract signed with "Successful Bidder" shall be valid for 36 months from the date of signing of the agreement. If the services of the Successful Bidder are found satisfactory, contract may be extended by mutual consent on the same terms & conditions.

12.3 Prices

- The service charges quoted in the commercial bid shall be inclusive of all statutory duties & taxes.
- The prices shall remain valid for the complete contractual period. No upward revision in prices will be accepted after opening of the bids and during the validity of the contract. However, the "Successful Bidder" will pass on the benefit of any downward revision in the prices to the Purchaser. Such downward revision in prices (or a better price offer by the Successful bidder) must be intimated to the Purchaser in writing. Such downward revision in prices shall be in proportion (or higher) to decrease in the publicly declared rates of the Successful Bidder or its sub-contractors/ partners/ vendors. Purchaser will validate the downward revision of prices and notify the new prices to the successful bidder. The revised prices, once notified by Purchaser, shall apply for all in-force and subsequent work orders. All invoices of in-force work orders too shall make immediate reference to the revised rates from the date on which the Successful bidder intimates the Purchaser.

- In case it comes to the notice of the Purchaser that there has been a significant decrease in prices in the market, the Purchaser may request the concerned "Successful Bidder", to revise the prices accordingly.
- Once the contract is awarded, successful bidder will have to provide the complete breakup of the prices separately for all the components to be used as per the services to be provided by the successful bidder separately. Prices for the Operations and Maintenance to be provided separately.

12.4 Applicable Law

Applicable Law means the laws and any other instruments having the force of law in India as may be issued and in force from time to time. The Contract shall be interpreted in accordance with the laws of the Union of India and the State of Punjab.

12.5 Termination of Contract or Work Orders

12.5.1 Termination of Contract for default:

- The Purchaser without prejudice to any other remedy for breach of Contract, by a written notice of not less than 7 (Seven) days sent to the Successful Bidder may terminate the Contract/ blacklist in whole or in part for any of the following reasons:
 - ✓ If the Successful Bidder fails to deliver and perform any or all the Services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser; or
 - ✓ If the Successful Bidder fails to bid or respond for three consecutive bid given by the Purchaser without assigning any satisfactory reason to Purchaser in writing or on email; or
 - ✓ If the Successful Bidder fails to perform any other obligation(s) under the contract; or
 - ✓ Laxity in adherence to standards laid down by the Purchaser; or
 - ✓ Discrepancies/deviations in the agreed processes and/or Services; or
 - ✓ Violations of terms and conditions stipulated in this RFP.
- In the event the Purchaser terminates the Contract in whole or in part for the breaches attributable to the Successful Bidder, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Successful Bidder shall be liable to the Purchaser for any

increase in cost for such similar Services. However, the Successful Bidder shall continue performance of the Contract to the extent not terminated.

- If the contract is terminated under any termination clause, the Successful Bidder shall handover all the hardware/ software/ documents/ executable/ Purchaser data or any other components/ relevant information to the Purchaser in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Purchaser.
- During the transition, the Successful bidder shall also support the Purchaser on technical queries/support on process implementation or in case of any provision for future upgrades.
- The Purchaser right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as deemed fit.
- In the event of failure of the Successful Bidder to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Purchaser at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Purchaser shall give prior notice to the existing Successful Bidder. The existing Successful Bidder shall continue to provide services as per the terms of contract until a 'New Service Provider'/ Successful Bidder completely takes over the work. During the transition phase, the existing Successful Bidder shall render all reasonable assistance to the new Service Provider/Successful Bidder within such period prescribed by the Purchaser, at no extra cost, for ensuring smooth switch over and continuity of services. If existing Successful bidder is breach of this obligation, they shall be liable for paying a penalty of as provided in Penalty Section of this document, which may be settled from the payment of invoices or Performance Bank Guarantee for the contracted period or by invocation of Performance Bank Guarantee. Purchaser or the "Successful Bidder" can terminate the contract in the event of default of terms and conditions of this RFP or the contract by the other party by giving 1 month written notice.

12.5.2 Termination of contract for Convenience:

12.5.2.1 The Purchaser may at any time terminate the Contract for any reason by giving 1 month written notice to the Successful bidder a notice of termination that refers to this clause.

12.5.2.2 Upon receipt of the notice of termination under this clause, the Successful bidders shall either as soon as reasonably practical or upon the date specified in the notice of termination:

(a) cease all further work, except for such work as the Purchaser may specify in the notice of termination for the sole purpose of protecting that part of the System already executed, or any work required to leave the site in a clean and safe condition;

(b) terminate all subcontracts, except those to be assigned to the Purchaser pursuant to Clause 12.5.2.2 (d) (ii) below;

(c) remove all Successful Bidder Equipment from the site, repatriate the Successful Bidder and its Subcontractors' personnel from the site, remove from the site any wreckage, rubbish, and debris of any kind;

(d) In addition, the Successful Bidder shall:

(i) deliver to the Purchaser the parts of the System executed by the Successful Bidder up to the date of termination;

(ii) to the extent legally possible, assign to the Purchaser all right, title, and benefit of the Successful Bidder to the System, or Subsystem, as at the date of termination, and, as may be required by the Purchaser, in any subcontracts concluded between the Successful Bidder and its Subcontractors;

(iii) deliver to the Purchaser all non-proprietary drawings, specifications, and other documents prepared by the Successful Bidder or its Subcontractors as of the date of termination in connection with the System.

12.5.3 Termination of contract for Insolvency, Dissolution, etc.:

Purchaser may at any time terminate the Contract by giving written notice to the Successful bidder, if the concerned "Successful bidder" becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company. In this event termination will be without compensation to the "Successful bidder" provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to Purchaser.

12.6 Loss of Property and/or Life

- Any loss of property and / or life during preparations of the event and the event itself would be borne entirely by the Successful Bidder and Purchaser shall not be held liable for any claims. The Successful Bidder shall be responsible for the payments arising out of any Third Party claims. The Successful Bidder shall procure insurance for meeting such liabilities at his own expense.
- The Successful bidder shall abide by all the acts/laws prevalent in the country.

12.7 Representations and Warranties

The Successful Bidder represents and warrants that all services performed under this Agreement shall be of professional quality conforming to generally accepted industry practices. If in the opinion of the purchaser, any work done or supply made or service rendered by the successful bidder is deficient in any manner in comparison to the prescribed standards, purchaser shall be at liberty to impose penalty on the successful bidder.

12.8 Rights of use of Site

Purchaser shall hand over the sites for supply, installation, testing and commissioning of the LFD screens, 5 (Five) days prior to the date of the delivery of the material for their preparation and management. Accordingly, the Successful Bidder shall be required to handover the site back to the Purchaser within 2 (two) days, after the completion of the agreement. In case of change of site of for installation of the LFD display, the Successful Bidder shall be informed at least 7 days prior to the movement along with the details of the new location. Cost for the movement of the material has to be borne by the successful bidder.

In case of damages caused at the sites due to fault of Bidder, the Purchaser has right to claim for compensation. The Successful bidder shall not sublicense, transfer or assign the use of the site to any person or entity without the prior consent of the Purchaser.

12.9 Force Majeure

- The Successful Bidder shall not be liable for forfeiture of its PBG or termination of contract for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- **"Force Majeure"** means an event beyond the control of the Successful Bidder and not involving his fault or negligence, and unforeseeable. Such events may include, but are not restricted to, acts of wars or revolutions, riot or commotion, earthquake, fire, floods, epidemics, and quarantine restrictions.
- If a Force Majeure situation arises, the Successful Bidder shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Successful Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

12.10 Resolution of Disputes

If any dispute arises between parties, then these would be resolved in following ways:

- **Amicable Settlement:** Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 7 days after receipt. If that party fails to respond within 7 days, or the dispute cannot be amicably settled within 10 days following the response of that party, then the second Sub clause of resolution of disputes shall become applicable.
- **Arbitration:** (a) In the case of dispute arising upon or in relation to or in connection with the contract between the Authority and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation (Amendment) Act, 2015. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Authority and the Consultant, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. The Arbitration and Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

(b) Arbitration proceedings will be held at Chandigarh and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

(c) The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Purchaser and the Supplier. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

- Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Chandigarh, India only.

12.11 Other Information

- The successful bidder needs to ensure that any of the data which is provided by the Purchaser or designated authority during the course of the event needs to be handed over to the Purchaser. Successful bidder reserves no right to use that data for any of its purposes; failure to which will lead to penalty. This Penalty will be decided by the Purchaser.
- The Successful Bidder will be responsible for copy right issues concerning usage of images, footage, text material, etc. obtained through various sources. Purchaser will not be a party to any disputes arising out of copyright violation by the Successful Bidder.
- The Successful Bidder will be responsible for obtaining any permission that may be required for undertaking work as detailed in this RFP document. Purchaser may assist the Successful Bidder in this regard, wherever possible.
- The Successful Bidder will at no time resort to plagiarism. Purchaser will not be a party to any dispute arising on account of plagiarism resorted to by the Successful Bidder. The Successful Bidder will indemnify Purchaser against any claim, laws, damages, etc. arising out of the Successful Bidder having resorted to plagiarism or violation & IPR of any third party.
- The Successful Bidder has to ensure that place of the event should not be littered and it should be handed over to the Purchaser in a neat and clean manner.

12.12 Exit Management

- The duration of Exit Management will normally be of 1 month from date of termination or one month prior to expiry of contract / work order. In case of

providing services post termination or post expiry of the work order, the Purchaser will pay for the services consumed during the exit management period.

- During the exit management period and for 30 days post expiry of the work order / contract, the Successful bidder will not take action to stop the work as mentioned in this RFP as a result of the termination or expiry of contract / work order. In addition, during such period, the Successful Bidder will permit the Purchaser or its nominated agency to assess the existing services being delivered as per RFP.
- During the exit management period, the Successful Bidder shall ensure proper support as per the work order/ RFP so that the business of the Purchaser is not affected.
- The Successful Bidder shall provide all such information as may reasonably be necessary to affect as seamless a handover as practicable in the circumstances to Purchaser / replacement Agency and which the Successful Bidder has in its possession or control at any time during the exit management period.
- All information (including but not limited to documents, records and agreements) in digital and/ or paper form relating to the services reasonably necessary to enable Purchaser and its nominated agencies to carry out due diligence in order to transition the provision of the Services to Purchaser or its nominated agencies, must be maintained by the Successful Bidder from commencement of the services.
- The Purchaser will issue a written sign-off after the successful transition from the Successful Bidder. Successful Bidder shall not delete any content till such a written signoff is provided by the Purchaser along with an explicit request to delete/ remove the content.
- The Successful Bidder will be paid only for the services rendered until the services are being rendered by the Successful Bidder. If the sign-off is provided before the exit management period is over, the applicable charges will only be paid until the sign-off.
- The payment for the last invoice as per the payment terms mentioned in this RFP (this includes the exit management service costs) will be paid only on the written sign-off from the Purchaser.
- The successful bidder has to handover the stock register including all the details of the hardware/ software/ name, address and the contact numbers of all the touch points from where the services were given. It should also include the proper logs of

the complaints received from Purchaser or any of the officials/ staff members/
district administration.

Section 13: Reporting of Issues

The successful Bidder needs to provide the contact numbers, email ID and addresses of at least 2 representatives of successful bidders. Any issue encountered with respect to any event mentioned as per the scope of work will be reported to the respective successful bidder representative by Purchaser or its officials via email or phone. It is the responsibility of successful Bidder to track the incident and ensure resolution at the earliest. Once incident has been resolved, confirmation email needs to be sent back to the person who reported the issue originally with a copy to Purchaser.

In case there is a change in the process for reporting issues, it will be appropriately communicated to successful Bidder. The Helpdesk or the representatives should be available during the normal business hours i.e. 10 am to 6 pm during all working days of the week. The Bidder representatives would have to perform various activities including:

- 1) Understanding the query/issue in the reported request. Query could be related to the following:
 - Technical Issue
 - Mismanagement
 - Non availability of the material
 - Required Representatives not available on the field at the time of the event etc.
- 2) Providing information/clarification on the spot in case of an informational query or providing necessary troubleshooting assistance in case of a logged issue.
- 3) Forwarding the case to concerned representative of the successful bidder if the issue cannot be instantly resolved on the call and is related to something else which needs discussion.
- 4) In case of technical issues for which a resolution is not possible instantly, the operator will submit the request into the system for escalation and further action by the successful bidder's team.

Section 14: Service Level Agreement

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service, which shall be provided by the Selected Bidder to Purchaser for the duration of this Contract. Purchaser may regularly review the performance of the services being provided by the Selected Bidder and the effectiveness of this SLA.

14.1 Penalties

| Sr. No. | Issue | Criticality | Resolution Time | Penalty |
|---------|-----------------------------------------------------------------------------------------------------------------|-------------|-----------------------------------------------|--------------------------------------------------------------------------|
| 1. | The successful Bidder needs to deliver 100% milestone as per the timelines shared in the Payment terms section. | High | As per the timelines | No penalty |
| | | | Delay by 1 week | 1% of the concerned milestone value for delay of 1 week or part thereof |
| | | | Delay by 2 weeks | 3% of the concerned milestone value for delay of 2 weeks or part thereof |
| | | | Delay by 3 weeks | 5% of the concerned milestone value for delay of 3 weeks or part thereof |
| | | | More than 4 weeks | To be treated as Termination of Contract for Default |
| 2. | The successful Bidder needs to resolve/ address the issues post-delivery of every milestone or as and when it | High | Within 24 hours from the time issue is logged | No penalty |

*Tender document for supply, installation, testing, commissioning, operations and maintenance of
 "100 Indoor LFD Displays" in the premises of the properties of Government of Punjab*

| | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|---------------------------------------------------------------------------------|
| <p>comes.</p> <p>Note: This penalty will be calculated as per the 4th stage of the Payment Milestone i.e. Maintenance and Services fees (5%) to be paid after every 6 months post submission of reports of physical inspection or issues fixed at all the locations where the LFD screens are installed.</p> | <p>Within 24 - 48 hours</p> | <p>1% of the milestone value for delay of 24 to 48 hours</p> |
| | <p>Within 48 - 72 hours</p> | <p>2% of the milestone value for delay of 48 - 72 hours</p> |
| | <p>Within 72 hours week to 1 week</p> | <p>3% of the milestone value per delay of 72 hours to 1 week</p> |
| | <p>Within 1 week to 2 weeks</p> | <p>5% of the milestone value per delay of 1 week to 2 weeks or part thereof</p> |
| | <p>Within 2 week to 3 weeks</p> | <p>7% of the milestone value per delay of 2 week to 3 weeks or part thereof</p> |
| | <p>More than 3 weeks</p> | <p>10% of the milestone value per delay of 3 weeks or part thereof</p> |
| | <p>More than 4 weeks</p> | <p>To be treated as Termination of Contract for Default</p> |

1. If the Successful Bidder uses the brand/name of the Purchaser for any other commercial purpose without its permission, Successful bidder will be liable to pay the penalties imposed by the Purchaser. Penalty will be decided by the Purchaser in this case.
2. If the Successful bidder after taking up the work for an event, leaves it incomplete/ delayed due to any reason, the successful bidder would have to pay 2 times of the total contract value to the Purchaser. Purchaser is also liable to take legal action

against the Successful bidder in this case and can also go ahead with the forfeiture of the PBG which will be in addition to the penalty.

3. If in the opinion of the purchaser, any work done or supply made or service rendered by the successful bidder is deficient in any manner in comparison to the prescribed standards, purchaser shall be at liberty to impose penalty on the successful bidder. The Purchaser shall decide on the penalty to be imposed on the violation/ non-adherence to the service levels. Purchaser is also liable to take legal action against the Successful bidder in this case and can also go ahead with the forfeiture of the PBG which will be in addition to the penalty.

Section 15: Annexures

15.1 Self-Declaration onnot being blacklisted (To be scanned and uploaded)

On company Letter head

Date: XX/XX/XXXX

To,
The Director,
Department of Information and Public Relations, Punjab
Room No 7, Fifth Floor, Punjab Civil Secretariat,
Chandigarh – 160001

Subject: Declaration on not being blacklisted by any State/Central Government department, agency, corporation, urban local body, or Quasi Government agencies of PSU

Dear Sir,

I/We hereby declare that as of date, (Name of the firm/company) is not blacklisted by any state/central /Local Government or quasi-government entity, department, agency, corporation, body, or PSU in India for breach of any applicable law or violation of regulatory prescriptions or breach of Agreement/Contract.

Sincerely Yours,

(Signature of Authorized Signatory)

Name:

Title:

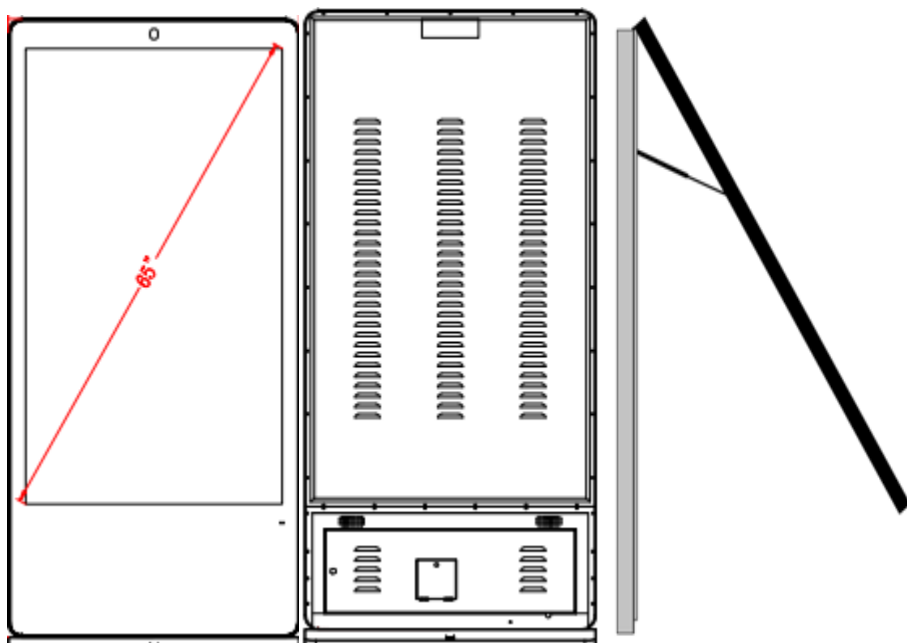
15.2 Technical Specifications for LFD Screens

| | |
|--------------------------|---------------------------------------|
| Size | 65 inches or higher |
| Type | LFD |
| Resolution | 3840*2160 (4K UHD) |
| Brightness(Typ.) | 500 nit minimum or Higher |
| Contrast Ratio(STATIC) | 1100:1 or higher |
| Viewing Angle(H/V) | 178/178 |
| Response Time(G-to-G) | 8 milliseconds or less |
| Display Colors | 16 million or more |
| Color Gamut | 68 % minimum or Higher |
| Operation Hour | 24/7 application |
| Haze / Antiglare coating | 25% Minimum |
| Contrast ratio (Dynamic) | MEGA |
| Horizontal Frequency | 30 ~ 81kHz |
| Vertical Frequency | 48 ~ 75HZ |
| Maximum Pixel Frequency | 594MHz |
| Speaker Capacity | 20 watt or more(inbuilt) or external |
| RGB | DVI-D, Display Port |
| Video | HDMI x 2 Nos |
| HDCP | HDCP2.2 |
| Audio | Stereo mini Jack, DVI, HDMI |
| USB | USB x 2 Nos |
| Audio out | Stereo mini Jack |
| External Control | RS232C(in/out) thru stereo jack, RJ45 |
| External Sensor | IR |
| Power Supply | AC 100 - 240 V~ (+/- 10 %), 50/60 Hz |
| Sleep mode | 0.5 w or less |
| Bezel Width (mm) | 11.5 mm or less |
| Operating Temperature | 10 °C ~ 40 °C |
| Humidity | 10 % ~ 80 % |

| | | |
|---------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|
| Key Features | Inbuilt/ External Signage facility for Central controlling of display from one location to other locations includes remote location via internet connectivity, Scheduling, Content Management, Schedule Turn on and Turn off facilities from Command centre - i.e all display should be controllable from one central location | |
| Special Features Inside display | landscape and portrait installation certified | |
| Mandatory inbuilt features of display | Processor | 1.7GHz Quad-Core CPU |
| | Clock Speed | 1.7GHz OR MORE |
| | Main Memory Interface | 2.5GB OR MORE |
| | Storage (FDM) | 8GB or more |
| | Multimedia | All types of commonly use media files playing support in display |
| | IO Ports | USB 2.0 |
| | Operating System | linux based/windows based/Mac based etc |
| Certifications | BIS | |
| OEM R&D Centre | OEM Must have their own R&D centre in India | |
| Service Centre | OEM Must have Minimum 15+ Authorised Service Centre in the state | |
| Package Include | Quick Setup Guide, Warranty Card, Power Cord, Remote Controller, Batteries | |

Technical Specifications for Cabinet with Stand:

- 1.6 mm Sheet Steel construction
- Provision to mount above components
- Parts coated & finally powder coated
- Security Locking with keys
- Power distribution socket
- Louvers & fans for air circulation
- Extended USB Ports in Enclosure
- 6 mm Toughened Glass with Saint Gobain Make
- Approx Weight for Enclosure with Glass – 120 Kg



Height should be around: 6 feet

Width should be around: 3 feet

15.3 Format for Performance Bank Guarantee (Hard copy required post contract is awarded)

Performance Bank Guarantee (Draft Format)

Ref: _____

Date: _____

Bank Guarantee No.: _____

To,

The Director,
Department of Information and Public Relations (DIPR), Government of Punjab.
Room No 7, Fifth Floor, Punjab Civil Secretariat,
Chandigarh – 160001

Dear Sir,

PERFORMANCE BANK GUARANTEE – For Selection of an implementation agency to supply, installation, testing, commissioning, operations and maintenance of "100 Indoor LFD Displays" in the premises of the properties of Government of Punjab

WHEREAS

M/s. (name of Successful Bidder), a company registered under the Companies Act, 1956, having its registered and corporate office at (address of the Bidder), (hereinafter referred to as "our constituent", which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract dated (herein after, referred to as "Contract") with you for supply, installation, testing, commissioning, operations and maintenance of "100 Indoor LFD Displays" in the premises of the properties of Government of Punjab in the said Contract.

We are aware of the fact that as per the terms of the Contract, M/s. (name of Successful Bidder) is required to furnish an unconditional and irrevocable Bank Guarantee in your favor for an amount of 10% of the Total Contract Value, and guarantee the due performance by our constituent as per the Contract and do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee, as security against breach/ default of the said Contract by our Constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach / default of the said Contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of 10% of the Total Contract Value i.e.,.....<in words> without any demur.

Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Performance Bank Guarantee shall continue and hold good for 42 months from the date of signing of Contract, subject to the terms and conditions in the said Contract.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract for 42 months from the date of signing of Contract.

We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honor the same without demur.

We hereby expressly waive all our rights:

- i. Requiring to pursue legal remedies against the Department; and
- ii. For notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the Contract and any resentment, demand, protest or any notice of any kind.

We the Guarantor, as primary obligor and not merely Surety or Guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the Contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to 10% of the Contract Value, and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association / Constitution of our bank and the undersigned is / are the recipient of authority by express delegation of power/s and has / have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favor.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

This Performance Bank Guarantee shall be valid only for 42 months from the date of signing of Contract.

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before the expiry of 42 months from the date of signing of the contract.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated this day 2020.

Yours faithfully,

For and on behalf of the Bank,

(Signature)

Designation

(Address of the Bank)

Note:

This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.

15.4 Self-Declaration

On company Letter head

Date: XX/XX/XXXX

To,
The Director,
Department of Information and Public Relations, Punjab
Room No 7, Fifth Floor, Punjab Civil Secretariat,
Chandigarh – 160001

Subject: Declaration on neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement or have had any agreement terminated for breach.

Dear Sir,

I/We hereby declare that as of date, (Name of the firm/company) is neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement or have had any agreement terminated for breach.

Sincerely Yours,

(Signature of Authorized Signatory)

Name:

Title:

15.5 Acceptance of terms and conditions as per the Tender Document

On company Letter head

Date: XX/XX/XXXX

To,
The Director,
Department of Information and Public Relations, Punjab
Room No 7, Fifth Floor, Punjab Civil Secretariat,
Chandigarh – 160001

Subject: Declaration that all conditions contained in the Tender Document are acceptable

Dear Sir,

I/We have carefully gone through the Terms & Conditions contained in the Tender No. <Please enter the tender number> regarding supply, installation, testing, commissioning, operations and maintenance of "100 Indoor LFD Displays" in the premises of the properties of Government of Punjab. I declare that all the provisions/Terms and Conditions of this Tender Document are acceptable to my Company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Sincerely Yours,

(Signature of Authorized Signatory)

Name:

Designation:

Company:

Address:

15.6 Feature Requirements List of Digital Signage Software

The Digital Signage Software must include the following features/facilities:

- Central controlling of 100+ display
- Custom design of Display Content (Split screen)
- Content Scheduling: Easy and intuitive interface for scheduling content on as per time, date, display, layout, etc.
- Preloaded Template
- Same and Different Content on display
- Realtime Active Screen Status at Command Center
- Remotely Switch on/off all or Selective screens through Command Center
- Remotely Manageable Sound control options
- Software MIS Reports
- Must Support for File formats like MP4, MKV, MPG, MPEG, AVI, MOV, WMV, FLV, 3GP, GIF, JPG/JPEG2000, BMP, PNG, TIFF, TIF, SWF, PPT, DOC, 3GP etc.
- Text Content Format: Show static as well as scrolling text (Tickers)
- Live streaming from YouTube/Facebook/Tweeter
- Multiuser creation with various roles
- Webcast: Website, Show feed of live events received via a streaming server or Embedded HTML
- Stretch to fit Videos and images: Should stretch/ skew any video or image to occupy entire display region without leaving bands at the sides, top or bottom
- Ticker Characteristics: Tickers Should support UNI code (Multi-lingual support) & can customize font name, font size, font type, foreground color and background color (Gradient & solid) & can scroll in any direction (Right to left, left to right, top to bottom and bottom to top)
- Pre-Crafted Templates: Should support choosing a Ready-to-use template and have relevant and unique content created within minutes. Standardize the animation, background, effects etc. of your display while changing the content automatically or manually as required any number of times
- Extensible: Add gadgets like clock, weather, calendar, etc.
- Vertical/ Horizontal Support: Should support to Show content in horizontal/vertical formats in any required aspect ratio and resolution

- Preview: Preview images, videos and layouts created before scheduling to the screens
- Playlist Creation: Should support creation of text and media playlists of static images, web pages and movies as well as elements including visitor information.
- Playlist Modification: Should support Drag and Drop ability to create a playlist, modify the position of the files in the playlist.
- Playlist features: Playlist should have an option to play the items in sequential or shuffled manner.
- Individual Playlist: Should support individual playlists for different parts of the screen
- Playlist Aggregation: Create aggregate playlists that help organize and manage your content within sub-playlists.
- Content Push & Pull: Supports content push from server or pull from the media player. Content push can be done by button click or at a predefined interval or when content changes. Content pull can happen at predefined periodic interval. Both these feature support sync scheduling to avoid network usage during working hours.
- Schedule Content: Schedule/delete content on any player remotely via server.
- Archive Content: Facility to archive old digital signage content on the server
- Repeat Playback: Option to repeat the playback of a particular layout on any screen on a set day of the week or entire week
- Multi-screen support: Play/control all or few screens from one hardware
- USB Support: The Thin client/ player hardware must support USB device and should play the content from the USB device in case of non-availability of network connectivity. This will be triggered manually on Thin client.
- Live monitoring: See content being played on any remote display/ kiosk in real time
- Grouping: Group displays and schedule same content at once on all displays in the group
- User Access & Management: Multi-Level user access, Administrator will have all the rights and he can create users/user groups and assign rights, user access can be provided for a player, group of players or each module like playlist creation, layout management, reports etc. Forgot password option available for users.
- System messages on the client: Never see warnings/errors/update messages of OS or any other application on the screen connected to the Thin client.

- Remote Player Control: View active players on your network & enable or disable any player on the network at any time. Set the different shutdown time and reboot time for all days of a week for the remote players. Reboot on a button click available.
- Schedule/ Control your devices remotely: Turn LFD on/off, aspect ratio, increase/decrease volume, brightness, contrast, etc. from a central location. Turn LFD on/off on a button click as well.
- Scheduling the LFD to turn on/ off.
- Software Upgrade on Thin client remotely: Should allow software updates on Thin client remotely from central server.
- Reporting: The system should keep a log of events and also usage details. The required information from these log amongst various other items are: storage & Memory utilization on Thin clients, Content activity log, Thin client uptime/downtime etc status report.
- Real Time Information – Network Connectivity: Network connectivity status between the media players and the central server, Players current IP Address, last access & last download
- Real Time Information - Connected Devices: Number of devices connected to the server at current time -> ONLINE
- Real Time Information - Memory: Memory utilization on thin client
- Limit on number of connections: No Limit on the number of thin clients
- Screenshot: Should also have feature to obtain the screenshot of remote Display
- Automatic Software Restart: Email & SMS alerts to be sent to nominated Nodal officer of the Purchaser if the Digital Signage software service on the central server is not up and running. SMS gateway and mass email services etc. for sending alerts to be provided by the bidder and accounted for in the server software licenses etc.
- Vernacular language support: Should support all the vernacular languages for Ticker messages
- Naming Thin client: Thin client shall be configured with specific names. The digital signage software on the central server should be able to pick the Thin clients.
- Usage Statistics Reporting: Back end data such as type of document accessed, usage time, input language, etc. This data must be captured separately for each location. The successful bidder must also submit the data file (.xlsx format) along with the report for further research and analysis.

15.7 Deployment Plan

| S.No | Locations | Quantity |
|--------------|-----------------------------------------------------------------------------------|------------|
| 1 | Punjab Bhawan - New Delhi | 2 |
| 2 | Punjab Bhawan– Chandigarh | 1 |
| 3 | Main Secretariat – Punjab | 4 |
| 4 | Mini Secretariat – Punjab | 3 |
| 5 | SewaKendras in District Administrative Complexes (2 in each) | 44 |
| 6 | Jang-e-Azadi Memorial | 1 |
| 7 | Virasat-E-KhalsaAnandpur Sahib | 1 |
| 8 | War Memorial Amritsar | 1 |
| 9 | Science City Jalandhar | 2 |
| 10 | District SanjhKendras (One in each district) | 22 |
| 11 | Municipal Corporations (Jalandhar, Bathinda, Ludhiana, Mohali, Amritsar, Patiala) | 6 |
| 12 | GMADA Office in Mohali | 1 |
| 13 | Punjab School Education Board, Mohali | 1 |
| 14 | VikasBhawan, Mohali | 1 |
| 15 | Public Relation Office, Main Secretariat | 1 |
| 16 | Chief Minister Residence | 1 |
| 17 | Local Government Office, Chandigarh | 1 |
| 18 | Reserved | 7 |
| Total | | 100 |

Actual quantity will be shared at the time of supply order.