

EXPRESSION OF INTEREST (EOI)

For

**Selection of Back-end Partner for DGIPR Tender Number:
DGIPR/LEDHoarding-2024-25/No-1 Dated: 14-Feb-2025 for the Design,
Development, Implementation, Operation and Maintenance of Digital
Full Colour LED display Screens at multiple locations in Maharashtra.**

**BECIL EOI No: BECIL/RO/DGIPR/LED/2024-25/001
Dated: 28/02/2025**

Issued By

Usha Mangalgi, General Manager.



Broadcast Engineering Consultants India Limited

**(A Government of India Enterprise)
"A Mini Ratna Company"
CIN No: U32301UP1995GOI017744**

Corporate Office: BECIL BHAWAN, C-56-A/17, Sector-
62, Noida-201 307 Tel: 0120 4177850, Fax: 0120
4177879

Head Office: 14-B, Ring Road, Indraprastha Estate,
New Delhi-110002.

Regional Office (south): #162, II Main, I Cross, AGS
Layout, RMV II Stage, Bengaluru-560094.
bangalore@becil.com, www.becil.com.



DISCLAIMER

The information contained in this Request for Proposal document (the "EOI") or subsequently provided to Participating agency(s), whether verbally or in documentary or any other form by or on behalf of BECIL or any of its employees or advisors, is provided to Participating agency(s) on the terms and conditions set out in this EOI and such other terms and conditions subject to which such information is provided. This EOI is not an agreement and is neither an offer nor invitation by BECIL to the Participating agencies or any other person. The purpose of this EOI is to receive budgetary quote to get a perspective on the approximate cost involved in executing such project. This EOI includes statements, which reflect various assumptions and assessments arrived at by BECIL in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Participating agency may require. This EOI may not be appropriate for all persons, and it is not possible for BECIL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this EOI. Each Participating agency should, therefore, conduct its own investigations, actual site/facilities/location inspections and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this EOI and obtain independent advice from appropriate sources. Information provided in this EOI to the Participating agency(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. BECIL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. BECIL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Participating agency under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this EOI or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the EOI and any assessment, assumption, statement or information contained therein or deemed to form part of this EOI or arising in any way for participation in this Proposal Stage. BECIL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Participating agency upon the statements contained in this EOI. BECIL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this EOI. The issue of this EOI does not imply that BECIL is bound to select a Participating agency. The Participating agency shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by BECIL or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Participating agency and BECIL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Participating agency in preparation or submission of the Proposal, regardless of the conduct or outcome of the bidding Process. No participating agency has any right to claim any compensation or reimbursement to any cost. Participation in EOI does not guarantee selection of participating agency.

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SECTION - I: INTRODUCTION AND BRIEF DESCRIPTION:

1. ABOUT BECIL:

Broadcast Engineering Consultants India Limited (BECIL), an ISO 9001:2015, 27001:2013, ISO/IEC 2000:2012 certified Mini Ratna Central Public Sector Enterprise (CPSE) was incorporated on 24th March, 1995 under the Companies Act, 2013 (erstwhile the Companies Act, 1956) by Government of India with 100% equity share capital of BECIL held by President of India through Secretary and Joint Secretary of Ministry of Information & Broadcasting.

The Company was initially set up for providing project consultancy services and turnkey solutions encompassing the entire gamut of radio and television broadcast engineering, establishment of transmission facilities, content production facilities, terrestrial, satellite and cable broadcasting in India and abroad. The company has now diversified into the fields of Strategic Projects such as Information Communication.

Technology, Electronic Surveillance (namely CCTV, Access Control, Intrusion, Fire Safety, Hydrants, etc.). Electronic Media contents including films, Sentinel Analytics, Counter Drones/UAV etc. The activities include, but are not limited to Supply, Installation, Testing & Commissioning, Consultancy Services, Technical Audit, Media Analysis, R&D, projects pertaining to Digital India, City Surveillance, Safe City. Smart City, make in India, Manufacturing, Audio Video & Data Analysis, Cyber Security, Engineering, Procurement & Construction, Project Management Services, Operation and Maintenance, Manpower Placement, AMC and providing total turnkey project for critical information infrastructure.

BECIL, has its Head Office in New Delhi, Corporate Office in Noida and Regional Office in Bangalore and Kolkata. BECIL is exploring geographical expansion in many states due to diversification in business portfolios.

Over the years, BECIL has consciously groomed and developed a team of in-house, versatile and dedicated engineers and also cultivated and harnessed a vast reservoir of professionals drawn from various fields of Broadcasting Industry, which include public and private Broadcasters, Defense and Cable Industry. Through this network of resourceful technical professionals, BECIL, has established its pan India presence to serve the needs of the industry.

BECIL has a vast reservoir of experts and integrates the expertise of All India Radio (AIR) and Doordarshan (DD), the national broadcaster of India, catering to one of the largest Radio Networks reaching out to more than a billion people and the world's largest Terrestrial Television Network supplemented by Analogue and Digital satellite Broadcasting services reaching out to millions of TV homes in India and abroad.

2. INTENT AND IMPORTANT ASPECTS OF THE EXPRESSION OF INTEREST (EOI):

The Intent and important aspects of this Expression of Interest is (EOI) are as follows:

- 2.1. BECIL is interested to submit a competitive bid in response to the DGIPR Tender Number: DGIPR/LEDHoarding-2024-25/No-1 Dated: 14-Feb-2025 having Last date of submission as 06-02-2025 for Design, Development, Implementation, Operation and Maintenance of Digital Full Colour LED display Screens at multiple locations in Maharashtra. The purpose of this EOI is only to receive a techno commercial proposal for the submission of bids to the referred client's tender.
- 2.2. The intent of this EOI is to select a Back-end Technology partner of BECIL, for collaborating with BECIL for preparing a bid and participating in the above-mentioned tender and providing support during Proof of Concept and subsequently execute the project if awarded to BECIL. An MOU/ Agreement will be signed by BECIL with the Back- end Technology partner selected through this EOI, for preparation of the bid and participation in the above-mentioned tender.
- 2.3. In case the bid submitted by BECIL against the said tender, is accepted and BECIL receives Work Order/ Agreement from/ with the Client. BECIL may issue a Work Order to the selected agency. In such a scenario, the following conditions will be applicable, which are to be fully taken into consideration by the bidders, prior to submitting a response to this EOI:
 - 2.3.1. The Back-end Technology partner selected through this EOI, may be issued a workorder by BECIL, for undertaking the work as per the above-mentioned client's tender.
 - 2.3.2. All terms and conditions of the client's tender, and any subsequent amendments/ corrigenda thereof, will be applicable fully on back-to-back basis on the Back-end technology partner selected through this EOI, including all important terms and conditions like EMD, PBG, Payment Terms, SLA conditions, Liquidity Damages, and any other penalties etc.
- 2.4. In case the bid submitted by BECIL against the said tender, prepared in collaboration with the backend technology partner selected through this EOI, is accepted and work order issued by client shall be applicable on BECIL and the selected agency in accordance with the consortium agreement signed between BECIL & selected agency. The selected agency shall be jointly and severely responsible for execution of the contract.
- 2.5. **Performance Bank Guarantee (PBG):** In case the DGIPR Tender Number: DGIPR/LEDHoarding-2024-25/No-1 Dated: 14-Feb-2025 tender is awarded to BECIL, the PBG as applicable shall be payable by the selected bidder on back-to-back basis as per the terms and conditions of Client's Tender. The bidder must submit an undertaking in the bid stating that "they will provide the PBG in accordance with the timeline and the terms and conditions outlined in the client's tender.
- 2.6. All payments in the Project to the selected agency shall be on back-to-back basis only subject to receipt of corresponding payment from the client. An advance payment may be made to the selected agency, only if BECIL, receives an advance from the customer, provided the selected agency submits a bank guarantee (BG) of the equivalent amount to BECIL in addition to the PBG.
- 2.7. Any Liquidated damages and penalties imposed by the end client in the project during the CAPEX and OPEX period or throughout the contract period shall be imposed on back-to-back

basis fully on to the selected agency. All contractual obligations, including penalties, will be applicable to the selected backend agency.

2.8. In case the selected agency is not able to perform, the work under reference, BECIL will be at its liberty to get the job done through any third party at risk & cost of the selected agency (successful bidder). PBG in this case may be forfeited by BECIL.

2.9. The decision to engage the successful bidder as Back End Technology Partner shall be taken by the Competent Authority of BECIL and accordingly the respective agreement shall be signed.

2.10. Bidders are advised to go through the Scope of Work and terms & condition of the DGIPR Tender Number: DGIPR/LEDHoarding-2024-25/No-1 Dated: 14-Feb-2025 to understand the requirement and challenges associated with locations prior to submitting their bids.

2.11. The selected agency shall not subcontract, assign, or transfer any part of its obligations, duties, or responsibilities to any third party without the prior written consent of BECIL. Any attempt to do so shall be considered a material breach, leading to immediate termination without any liability on the part of BECIL.

SECTION - II: IMPORTANT DATES (SCHEDULE AND CRITICAL DATES):

SL. No.	ACTIVITY	SCHEDULED DATE & TIME
1.	BECIL EOI reference No	BECIL/RO/DGIPR/LED/2024-25/001 Dated: 28/02/2025
2.	Last date and Time for Submission of bids	Date: 04/03/2025 Time: 01.00 PM
3.	Date of Opening of technical Bids	Date: 04/03/2025 Time: 02.30 PM
4.	Place of Submission of EOI	Broadcast Engineering Consultants India Limited #162, II Main, 1st Cross, AGS Layout, RMV II Stage, Bengaluru-560094, Tel: 080-23415853
5.	EOI Processing Fee (Non-refundable)	INR 5,000/- + GST (Proof of submission to be submitted in BID).
6.	Address for Communication of bids	Broadcast Engineering Consultants India Limited #162, II Main, 1st Cross, AGS Layout, RMV II Stage, Bengaluru-560094, Tel: 080-23415853
7.	Contact details for this EOI	Name: Usha Mangalgi Designation: General Manager Telephone/ Mobile No: 9686102096 Email: usha@becil.com

NOTE:

- Broadcast Engineering Consultants India Ltd. reserves the right to amend the EOI tentative schedule and critical dates without giving any explanation whatsoever. Corrigendum may be published in this regard on www.becil.com. Bidders are advised to check the website for updates in this regard.
- The bidder must agree to adhere to and support BECIL for all the terms and conditions specified in the RFP document published by DGIPR **RFP No. DGIPR/LEDHoarding-2024-25/No-1, dated: 14.02.2025**.
- Bidders are required to thoroughly understand the scope of BECIL's EOI, as well as the terms and conditions of the client's tender/RFP/Corrigendum for which the EOI is being issued.
- The RFP published by the DGIPR is also enclosed with this EOI and the intended bidders are requested to go through and understand the scope and terms & conditions mentioned in the RFP document/Corrigendum.
- Bidders are advised to visit <https://mahatenders.gov.in> regularly for any updates or corrigenda issued by DGIPR in response to technical or general queries after the publication of the EOI.
- For any related queries in the BECIL's EOI, bidders may send their queries to raghunandan@becil.com, 24 hours before the EOI submission due time.

SECTION - III: GENERAL TERMS AND CONDITION OF EOI:

EOI Notice:

- Broadcast Engineering Consultants India Limited (BECIL) invites Expression of Interest (EOI), through offline mode, for selection of Implementation Agency/ System Integrator / Back-end Technology partner of BECIL for preparing a bid and participating in the DGIPR Tender Number: DGIPR/LEDHoarding-2024-25/No-1 Dated: 14-Feb-2025 06:00 PM, floated by Directorate General of Information and Public Relation (DGIPR), Mumbai, (Maharashtra) 400032.
- The duly signed Hard Copy of the Bid/ Techno Commercial Proposal is to be submitted in a packed and sealed envelope, in Tender Box, BECIL, #162, II Main, 1st Cross, AGS Layout, RMV II Stage, Bengaluru-560094.

- Two cover system:

Cover#1: Technical Bid including proof of Processing fees.

Cover#2: Commercial Bid.

- The EOI must be addressed to the given name and address:

To,

Mrs. Usha Mangalgi,

General Manager,

Broadcast Engineering Consultants India Limited,

Address: #162, II Main, 1st Cross, AGS Layout, RMV II Stage, Bengaluru-560094.

- The EOI must be submitted in English Only. All the documents including the supporting documents/enclosures etc. must be Calibri/Aerial/Times New Roman, font size- 12 and fully legible. Supporting documents if in a language other than English must be accompanied by an English translated document. The English version shall prevail in matters of interpretation. Each and every page of the EOI should be numbered and mention the relevant page no. of the documents in the checklist. **EOI Documents which are not legible shall be rejected.**
- In case the bidder has any doubt about the meaning of anything contained in the EOI document, she/he shall seek clarification within 1 days of issue of EOI. Except for any written clarification by Mrs. Usha Mangalgi, General Manager, BECIL-RO, no written or oral communication, presentation or explanation by any other employee of BECIL shall be taken to bind or fetter BECIL under the contract.
- Bidders shall have to submit an amount of **Rs. 5,000/- + GST** through **RTGS/NEFT/IMPS** to BECIL (Bank Mandate Form Enclosed at Annexure-B) towards the cost of EOI Document and no other mode of payment is acceptable. EOI Document is also available at BECIL Office: #162, II Main, 1st Cross, AGS Layout, RMV II Stage, Bengaluru-560094. The cost of EOI document is non-refundable. **Bids received without EOI Processing Fees will not be considered & will be rejected. Proof of the remittance to be submitted in the bid document.**
- The payment should be made in the name of Broadcast Engineering Consultants India Limited.

- Fee payment can be made via online digital banking & net banking supporting RTGS/NEFT/IMPS. All payments should be addressed to Broadcast Engineering Consultants India Limited, to the specified bank account.
- The Management of BECIL reserves the right to amend or withdraw any of the terms and conditions mentioned in the EOI Document or reject any or all the bids without giving any notice or assigning any reason. The decision of the Director, Broadcast Engineering Consultants India Limited in this regard shall be final and binding on all.
- BECIL reserve the right to amend any term of the EOI at any point of time before the submission and bidder should regularly check the website. Further, BECIL also reserves to increase/ decrease/ delete/add any BOQ item. Further any amendment done by client after the selection of bidder, all the amendment will be applicable. In case of non-acceptance of such amendment, the EMD submitted will be forfeited by BECIL and blacklisting of agency may be done for a minimum period of 3 years from participating in BECIL EOI/tenders.
- The selected bidder has to sign an **Integrity Pact** before submitting the DGIPR bid.
- The Bidders will have no right to withdraw from the EOI process post submission of their bid without the formal consent of BECIL.
- Even after participation in the EOI by any bidder will be on “NO COST NO COMMITMENT” basis. The Bidder shall bear all cost associated with the preparation and submission of the Bid including but not limited to Documentation Charges, Bank charges, all courier charges, translation charges, authentication charges and any associated charges including taxes & duties thereon. Further, BECIL will in no case be responsible or liable for these costs, regardless of the outcome of the bidding process.
- For Consortium / Joint Venture: (Not Applicable).

1. Submission Of EOI:

- EOI, complete in all respects, must be submitted offline & addressed to: Mrs. Usha Mangalgi, General Manager, BECIL-RO, No. #162, II Main, 1st Cross, AGS Layout, RMV II Stage, Bengaluru-560094.
- BECIL may, at its own discretion, extend the date for submission of EOI. In such a case all rights and obligations of BECIL and the Bidders shall be applicable to the extended time frame.
- As the EOI can be submitted only up to the defined date and time, there can't be any late bids. BECIL will not be responsible for any delay in obtaining the terms and conditions of the tender. BECIL will not be responsible for postal delays. Bids received after the due date will not be opened and rejected.
- At any time prior to the last date for receipt of EOI, BECIL may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the EOI Document by an amendment. The amendment will be notified on BECIL's website <http://www.becil.com> and should be taken into consideration by the prospective bidders while preparing their EOI.

- The bidders will bear all costs associated with the preparation and submission of their bids. BECIL will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- The EOI must contain:
 - Company/bidder profile relevant to EOI.
 - It should also include details of past experience relevant to the “Scope of Work”.
 - Declaration regarding acceptance of Terms and conditions of EOI.
 - Declaration of not been blacklisted by any of the Government agency.
 - Essential information such as Name & address of the agency, Business Name, E-mail id, Fax No. /Telephone No., Authorized Signatory name, E-mail ID and contact no.
- The agency/bidder/OEM/Implementation Agency shall ensure that it fulfils the eligibility criteria as desired in the EOI and other essential conditions. Compliance statement of Eligibility criteria with the documents submitted as a proof is to be prepared and submitted. The supporting documents may be with list of existing and past clients with details of services offered, details of similar projects executed.
- The EOI should be duly signed on each page by authorized person. Each page should be properly numbered. Documents authorizing the signatory must accompany the EOI.
- The EOI complete in all respects must be submitted with requisite information and annexure(s). The EOI should be free from ambiguity, change or interlineations. Incomplete EOI will not be considered and is liable to be rejected without making any further reference to agency/bidder/OEM/Implementation Agency(s).
- Bidders have to take into account any changes/amendments made in the end client’s tender/RFP through corrigendum till date of submission of bid in response of EOI.
- The bidder shall be ignored, if complete information is not given there-in, or if the particulars and data (if any) asked for are not filled in properly.

Checklist of documents/information to be submitted

(a)	Profile of the company/firm.
(b)	Certificate of Incorporation (for Company/LLP).
(c)	Memorandum & Articles of Association/Partnership deed.
(d)	Audited financial statements for the last 3 years i.e., FY 2021-22, 2022-23, 2023-24.
(e)	Income Tax Return Acknowledgment for last 3 years i.e., AY 2021-22, 2022-23, 2023-24
(f)	GST Registration Certificate.
(g)	Copy of PAN Card.
(h)	Authorization letter in the name of person signing the bid for this EOI as Power of Attorney (POA) (Annexure-K) .
(i)	Undertaking in letter head to indemnify BECIL from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc.
(j)	Bidders Details as per the format.
(k)	All the requisite documents in the prescribed formats placed at Annexures to this EoI.
(l)	Pre-Contract Integrity Pact as per Annexure-A <ul style="list-style-type: none"> ▪ “Bidders participating in the EOI have to agree to sign IntegrityPact on placement

	<p>of order / contract”.</p> <ul style="list-style-type: none"> ▪ “Those bidders who are not willing to sign Integrity Pact will not be considered for bid opening”.
(m)	All the documents in support of technical criteria like Experience Certificates, PO, Proposed Makes for the solution, Methodology, Solution architecture (if asked) and other documents as required.

2. Opening of EOI:

- The bids submitted against this EOI shall be opened on **04/03/2025 Time: 02.30 PM**. BECIL reserves the right to change the date of opening of bid.

3. General Terms & Conditions of EOI:

- The EOI Processing Fee, technical bid and financial bids are to be placed in separate sealed envelopes, super scribed with words “EOI Processing Fee”, “Technical Bid” and “Financial Bid”. All the three sealed envelopes as mentioned above are to be placed inside a single sealed envelope named as **“Response For EOI No.....dated” Submitted by: [Firm/Company name]**.
- All bids must remain valid for a minimum of 15 days from the submission date. BECIL reserves the right to request an extension of the bid validity period.
- BECIL retains the right to request additional information from the Bidder/OEM/Implementation Agency to determine which bid best aligns with the project’s requirements. Bidders are responsible for checking the website <https://www.becil.com> for updates. BECIL also reserves the right to verify the provided information directly with the client.
- BECIL reserves the right to waive any deviations, accept or reject any portion of a bid, or decline all bids entirely. The selection of the Bidder/OEM/Implementation Agency will be based on BECIL’s sole discretion, ensuring alignment with the project's best interests. Additionally, BECIL may negotiate with potential bidders to secure the most suitable terms for the project
- BECIL reserves the right to reject any or all proposals, negotiate the terms of any agreement resulting from this EOI, and request further details from participating agencies.
- All information included in this EOI, or shared during subsequent discussions, is confidential and proprietary. No details may be disclosed to any third party, including potential subcontractors, without prior written approval from BECIL.
- In case the agency selected through EOI goes into liquidation or undergoes a change in business/ management, it will be intimated to BECIL & the selected agency will fulfil its commitment in case order is awarded to them. In case the selected agency is not able to perform, the work under reference will be done at risk & cost of the selected agency (successful bidder). EMD or PBG as the case may be forfeited by BECIL.
- Any dispute or difference or claim arising out of or in relation to this EOI, including the construction, validity, performance or breach thereof, shall be settled or decided by CMD/Director, BECIL or by any other person to be nominated by CMD/Director.

- The (day) date of delivery of goods and/or rendering of services by [vendor] shall be the date or realization of payment from the [customer] once the goods and/or services are accepted by [customer].
- If in the instant contract, [vendor] is acting only as trader / reseller / distributor/authorized agents and/or is engaged in a WORKS contract, no benefits under MSME Act 2006 and PPP Policy 2012 as per MSE Guidelines issued by Ministry of MSME would be applicable to it on account of acceptance of back-to-back payment terms as above. By agreeing to the terms of [customer's] Tender, the [vendor] agrees to forgo its rights under this Act and Policy.

▪ **INTELLECTUAL PROPERTY RIGHTS:**

- All deliverable, outputs, plans, drawings, specifications, designs, reports and other documents and software submitted by the bidders under this EOI and subsequent to this EOI in relation with this tender shall become and remain the property of BECIL/procuring entity and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without BECIL's/ the procuring entity's prior written consent.
- The bidder shall, not later than upon termination or expiration of this EOI and/or subsequent Agreement/Contract signed with the bidder, deliver all such documents and software to BECIL/the procuring entity, together with a detailed inventory thereof.
- The bidder may retain a copy of such documents and software but shall not use it for any commercial purpose.

▪ **The bidder shall submit an undertaking on their letter-head stating that:**

“In reference to the Government of India, Ministry of Finance, Department of Expenditure, Office Memorandum No. F.No. 6/18/2019-PPD, Dated 23-07-2020. I hereby submit that:

“We have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that we are not from such a country or our beneficial owner is not from such a country or we will not sub-contract any work to a contractor from such countries, if from such a country, have been registered with the Competent Authority.

We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.
*Where applicable, evidence of valid registration by the Competent Authority shall be attached.”.

- The bidder whose Purchase Order(s) for any Project of BECIL was/were cancelled on risk & cost basis for non-performance or non- submission of performance guarantee in last 2 years, are not eligible to participate in this EOI.

▪ **SIGNING OF NON-DISCLOSURE AGREEMENT:**

- Bidders interested to participate in this EOI, where client requires signing of NDA, then bidder also have to sign a NON-DISCLOSURE AGREEMENT with BECIL on a non-judicial stamp-paper of Rs. 100. Participation without undertaking for compliance to above shall be invalid and such bids will not be considered by BECIL.

▪ **BIDDER CODE OF CONDUCT AND BUSINESS ETHICS:**

- BECIL is committed to its values & beliefs and business practices to ensure that companies and suppliers, who supply goods, materials, or services, will also comply with these principles.

▪ **BRIBERY AND CORRUPTION**

- Bidders are strictly prohibited from directly or indirectly (through intermediates or subcontractors) offering any bribe or undue gratification in any form to any person or entity and/ or indulging in any corrupt practice in order to obtain or retain a business or contract. In case of any bidder is found indulging in these unethical/unlawful means, the bidders shall be disqualified and his EMD/PBG/FDR will be forfeited.

▪ **INTEGRITY, INDEMNITY & LIMITATION:**

- Bidder shall maintain high degree of integrity during its dealings with business/contractual relationship with BECIL. If it is discovered at any stage that any business/ contract was secured by fraud or misrepresentation or suspension of material facts, such contract shall be voidable at the sole option of the competent authority of BECIL. For avoidance of doubts, no rights shall accrue to the supplier in relation to such business/contract and BECIL or any entity thereof shall not have or incur any obligation in respect thereof. The supplier shall indemnify BECIL in respect of any loss or damage suffered by BECIL on account of such fraud, misrepresentation, or suspension of material facts.
- The vendor found to be indulging in the unethical/fraudulent practices, violating the code of integrity and the terms and condition of the EOI or the successive work order/letter of award shall be eligible to be de-barred as per the department of expenditure guidelines on debarment of firms from bidding.

▪ **CODE OF INTEGRITY:**

- No official of a Purchaser or a Bidder shall act in contravention of the codes which includes Prohibition of:
- Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- Any omission, or misrepresentation that may mislead or attempt to mislead so that a financial or other benefit may be obtained, or any necessary obligation or pre-requisite may be avoided.
- Any collusion bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
- Improper use of information provided by the Purchaser to the Bidder with an intent to gain an unfair advantage in the procurement process or for personal gain.

- Any financial or business transactions between the Bidder and any official of the Purchaser related to tender or execution process of contract, which can affect the decision of the Purchaser directly or indirectly.
- Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- Obstruction of any investigation or auditing of a procurement process.
- Making false declaration or providing false information for participation in a tender Process or to secure a contract.

▪ **CONFLICT OF INTEREST:**

- Any bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this tender. Bids found to have a conflict of interest shall be rejected as nonresponsive. Bidder shall be required to declare the absence of such conflict of interest in Form Declarations. A bidder in this Tender Process shall be considered to have a conflict of interest if the bidder:
 - Directly or indirectly controls, is controlled by or is under common control with another Bidder; or
 - Receives or have received any direct or indirect subsidy/ financial stake from another bidder; or
 - Has the same legal representative/ agent as another bidder for purposes of this bid. A Principal can authorize only one agent, and an agent also should not represent or quote on behalf of more than one Principal. However, this shall not debar more than one Authorised distributor from quoting equipment manufactured by an Original Equipment Manufacturer (OEM), in procurements under Proprietary Article Certificate; or
 - Has a relationship with another bidder, directly or through common third parties, that puts it in a position to have access to information about or influence the bid of another Bidder or influence the decisions of the Procuring Entity regarding this Tender process; or
 - Participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of a non-bidder firm as a sub-contractor in more than one bid; or
 - Would be providing goods, works, or non-consulting services resulting from or directly related to consulting services that it provided (or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm), for the procurement planning (inter-alia preparation of feasibility/ cost estimates/ Detailed Project Report (DPR), design/ technical specifications, terms of reference (ToR)/ Activity Schedule/ schedule of requirements or the Tender Document etc) of this Tender process; or has a close business or family relationship with a staff of the Procuring Organization who:
 - (i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Tender Process, and/or the evaluation of bids; or

(ii) would be involved in the implementation or supervision of resulting Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tender process and execution of the Contract.

▪ **BLACKLISTING/ DEBARMENT:**

- The Bidder/Contractor shall be debarred/blacklisted from bidding for the contract/tender floated by BECIL for a period of two years, for violation of the code of integrity as well as for the material breach of terms and conditions of the tender as per the General Financial Rules 2017 and the Guidelines for debarment of firms from bidding issued by the Department of Expenditure, Ministry of Finance no. F1/20/2018 –PPD dated 02.11.2021.
- Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the seller towards any officer/employee of the BECIL for showing any Favor in relation to this or any other contract, shall render the bidder to such liability as BECIL may deem fit, including but not limited to debarment, blacklisting and forfeiture of the bank guarantee and earnest deposit.
- In case, it is found that the Vendor/ Supplier/ Contractor/ Bidder/ Consultant is indulgent in fraudulent/coercive practice at the time of the bidding process or during the execution of the contract, and/or on other ground as mentioned in the Integrity Pact, the contractor/bidder shall be banned/debarred for a period of two years from bidding.
- The DGIPR Tender Number: DGIPR/LEDHoarding-2024-25/No-1 Dated: 14-Feb-2025 forms an integral part of the this EOI and shall be read in conjunction with all terms, conditions, clarifications and amendments issued subsequently.

SECTION - IV: SCOPE OF WORKS:

1. Scope of Work/Schedule of Requirements:

- Design, Development, Implementation, Operation and Maintenance of Digital Full Colour LED display screens at multiple locations in Maharashtra for the period of seven (7) years (excluding fifteen months of implementation period). Broadly the project includes following works:
 - Large size LED display of 15 X 10 feet for displaying Authority information and advertisements. Any additional sizes of display other than 15x10 feet can also be accommodated in the scope of the project, upon request from authority, within the scope of 30000 sqft of display area (15x10x200 screens).
 - Information about Authority initiatives and other information provided by Authority & also from commercial clients, within the remit of outdoor media display policies of the state.
- Concessionaires are advised to study the Client's tender document "**Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Digital Full Colour LED display Screens at multiple locations in Maharashtra**" RFP document carefully prior to submitting their bid / proposals in response to the EOI document. Submission of a proposal in response to this notice shall be deemed to have been done after a careful study and examination of this document with full understanding of its terms, conditions, implications and after assessment of the project viability.

SECTION - V: ELILIGIBILITY CRITERIA AND EVALUATION:

1. Eligibility Criteria of Bidders:

SL. No.	Basic Requirement	Specific Requirements	Documents Required	Scanned copy to be uploaded
1	Bidders Entity	The Bidder should be a Company registered in India under the Companies Act,1956 or LLP registered LLP registered under LLP Act. The Company/Firm should be operational in India for at least last 10 years as of 31 st March 2024 as evidenced by the Certificate of Incorporation.	Certificates of Incorporation/ Registration Certificates	PQ1
2	General Requirement of the Bidder	The Bidder should be in operation for a period of at least 10 years in India and must have the following: Should have assets with sole rights for Outdoor Media in at least 20 cities. OR Information dissemination & experience in media related projects in at least 20 cities, across media types (Digital/ Print/ Arial/ TV).	Work Order or MOU or Completion Certificate or Contract Agreement of latest installation and commissioning of Outdoor Assets awarded to the Bidder for work in India.	PQ2
3	Turnover	The Bidders as a whole shall have an average annual turnover of at least INR 150 crore in last 3 Financial Year in India (FY 2021-22, 2022-23, 2023-24)	Certificates from statutory auditors of the Bidder or its Associates or the concerned client(s) stating the payments made/ received or works commissioned, as the case may be, during the past 3 (three) years. and Audited financial statements for the last three financial years (FY 2021-22, 2022-23, 2023-24).	PQ3
4	Net-worth	The Bidder shall have positive net worth as per the audited financial of last 3 Financial Year in India (FY 2021-22, 2022-23, 2023-24).	Certificate from the Statutory Auditor.	PQ4
5	Implementation of Similar Project	The Bidder must have experience in the field of information dissemination	Work Order/ Completion Certificates from the client/ Phase	PQ5

		across media with a govt agency/Non Govt agency (completed or in-progress). with a cumulative costing not less than the amount equal to Rs. 50 Crs in last 7 years from date of bid publishing.	Completion Certificate from the client/ MOU / Contract Agreement	
6	Non blacklisted	The Bidder must not be under a declaration of ineligibility / banned / blacklisted by any State or Central Government / any other Government institutions in India for any reason as on last date of submission of the Bid or convicted of economic offence in India for any reason as on last date of bid submission.	Affidavit signed by authorized signatory/ies of Bidder in the format prescribed in Annexures.	PQ6
7	OEM and MAF Undertaking	OEM MAF and OEM Undertaking in authorizing the Bidder should be submitted.	OEM MAF and OEM Undertaking (Refer to Annexure)	PQ7
8	Presence in Maharashtra	Concessionaire shall have an office within the limits of Maharashtra.	Letter from the Bidder & Valid GST Certificate indicating their presence within the limits of Maharashtra along with complete address of the facility and contact details of facility administrator.	PQ8
9	Valid GST certificate	Concessionaire must be registered with the Goods and Service Tax (GST) Authorities.	Valid Goods and Service Tax (GST) & Registration Certificate.	PQ9
10	Board resolution/ Power of attorney	Board resolution/ Power of attorney in favor of authorized signatory of Concessionaire (in the name of the person executing the bid, authorizing the signatory to commit the Concessionaire).	Board resolution; OR Power of attorney with appropriate supporting documents.	PQ10

PQ for OEM Video Wall/LED:

No.	Basic Requirement	Specific Requirements	Documents Required	Scanned copy to be uploaded
1	General Requirement	The OEM should be a Company registered in India under the Companies Act, 1956 or LLP registered LLP registered under LLP Act. The Company/Firm should be operational in India for at least last three (3) financial years as of 31 st March 2024 as	Certificates of Incorporation/ Registration Certificates	PQ1

		evidenced by the Certificate of Incorporation.		
2	Similar Experience	OEM (either directly or through their distributors, system integrators etc.) should have successfully supplied minimum 100 Outdoor LED Screens in India within last 7 years for a govt agency as on date of bid submission.	Work Order/Agreement Copy/Purchase order / Contract Agreement	PQ2
3	Service Centre	OEM should have at least 5 Direct / Indirect service centres in Maharashtra in atleast 5 division (i.e. Pune, Kokan, Nashik, Aurangabad, Nagpur, Amravati)	Letter from the OEM, along with complete address of the Service centre and contact details of facility administrator	PQ3
4	Non-Blacklisted	OEM must not be under a declaration of ineligibility / banned / blacklisted by any State or Central Government / Any other Government institutions in India for any reason as on last date of submission of the Bid or convicted of economic offence in India for any reason as on last date of bid submission.	Affidavit signed by authorized signatory/ies of OEM in the format prescribed in Annexures.	PQ4
5	Valid GST certificate	OEM must be registered with the Goods and Service Tax (GST) Authorities.	Valid Goods and Service Tax (GST) & Registration Certificate.	PQ5
6	Board resolution/ Power of attorney	Board resolution/Power of attorney in favor of authorized signatory of the OEM (in the name of the person executing the bid, authorizing the signatory to commit the OEM).	Board resolution; OR Power of attorney with appropriate supporting documents.	PQ6

Note:

- OEM MAF should be in the name of BECIL.
- Any OEM related certification documents should be addressed to DGIPR authorizing BECIL as a supporting partner/SI.
- Bidders to this EOI response can propose the OEMs with Make and Model Details for the BOQ part.
- Finalization of the OEMs will be made jointly with the selected backend partner based on the feasibility and mutual understanding.
- Securing the Manufacturer Authorization Forms (MAFs) from the respective OEMs shall be a joint responsibility and must be obtained in the name of DGIPR authorizing BECIL and agreeing for the warranty and support conditions of the RFP of DGIPR.
- All the OEM related documents should be secured at least 2-3 days before the submission deadline of the DGIPR tender.

Note: Selected backend partner has to put his efforts in getting all the OEM related documents required to submit by BECIL to qualify in the DGIPR tender.

2. Preliminary Evaluation:

- BECIL shall evaluate the proposals to determine that they are complete, technically complying, no computational errors have been made, required documents as mentioned in the EOI have been furnished, the documents have been properly signed and the response is generally in order. In case of any calculation error, the total (final) price shall be considered for evaluation.
- BECIL has the right to waive off any minor infirmity or non-conformity or irregularity in the proposal which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder/OEM/Implementation Agency.
- In case only **Single bid** is received or during the Technical Evaluation only one bidder/ OEM/ Implementation Agency qualifies for the next stage of the bidding process, BECIL reserves the right to accept/reject the bid.
- In case two bids are received from the bidder, both the bids will be rejected.

3. Evaluation Process:

- No enquiry shall be made by the bidder/OEM/Implementation Agency (s) during the course of evaluation of the EOI, after opening of bid, till final decision is conveyed to the successful bidder/OEM/Implementation Agency(s). However, the Evaluation Committee/its authorized representative and office of BECIL can make any enquiry/ seek clarification from the bidder/OEM/ Implementation Agency(s), which the bidder/OEM/ Implementation Agency s must furnish within the stipulated time else the bids of such defaulting bidder/OEM/ Implementation Agency(s) will be rejected. The proposal will be evaluated on the basis of its content, not its length.
- The bidder/OEM/Implementation Agency's proposals will be evaluated as per the requirements specified in the EOI and adopting the evaluation criteria spelt out in subsequent paras of this EOI document. The bidder/OEM/Implementation Agency are required to submit all required documentation as per evaluation criteria specified in EOI.
- Upon verification, evaluation/ assessment, if in case any information furnished by the bidder/OEM/Implementation Agency is found to be Incomplete/incorrect, their bid will be summarily rejected and no correspondence on the same shall be entertained. Submission of false/forged documents will lead to forfeiture of security deposit/EMD and blacklisting of agency for a minimum period of 3 years from participating in BECIL tenders.
- BECIL will review the proposal to determine whether the proposals are as per the requirements laid down. Proposals that are not in accordance with these requirements are liable to be disqualified at BECIL's discretion.
- Evaluation of proposals shall be based on:
Information contained in the proposal, the documents submitted there to and clarifications provided, if any.
- Experience and Assessment of the capability of the bidder/OEM/Implementation Agency based on past record.
- BECIL reserves the right to seek any clarifications on the already submitted bid documents;

- Conditional proposals shall NOT be accepted on any ground and shall be rejected straightway. If any clarification is required by the bidders, the same should be obtained before submission of the proposals.
- Even though bidder/OEM/Implementation Agency satisfy the necessary requirements they are subject to disqualification if they have:
 - Made untrue or false representation in the form, statements required in the EOI document.
 - Records of poor performance such as abandoning work, not properly completing contract, financial failures or delayed completion.
- The Financial Evaluation of the Bidders will be done only for those who qualify the Eligibility Criteria and other mentioned criteria of the EoI.

4. Financial Evaluation of the Bids:

The Bids will be financially evaluated as under:

Price and Margin Bid Format:

- A:** Submit Lump sum Prices for service items as per Schedule of Requirements (SoR) or Bill of Quantities (BOQ) or Bill of Material (BOM) and Scope of Work (SoW) in INR (without Taxes).
- B:** Quote margin to BECIL as a percentage of **A**.
- C:** Absolute value of Margin = **A*B**.
- D:** Overall Quoted price = **A-C**.

- During evaluation, bidders with least “D” will be considered as L1 and shall be declared the successful Bidder.
- The bid having higher value of “B” will be selected in case of two or more bidders have similar value of D.
- If the bidder is selected, during the final tender submission, the price to be quoted to the Client shall be the price mentioned at “**A**” + BECIL Margin “**B**” offered by the bidder or as per the negotiation with the bidder.
- L1 bidder may be called for further negotiations, if required.
- A Pre-Bid agreement shall be signed by BECIL with the successful declared L1 bidder as per Pre-Bid Agreement placed at **Annexure-J**.

SECTION - VI: ENCLOSURES AND ANNEXURES:

1. Annexure-A: Pre-Contract Integrity Pact:

Pre-Contract Integrity Pact Between

Broadcast Engineering Consultants India Limited (BECIL) hereinafter referred to as "Principal").

And

..... hereinafter referred to as "**The Bidder/Contractors**".

Preamble:

The principal intends to award, under laid down organizational procedures, contracts for The principal values full compliance with all relevant laws of the land, rule, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(S) and / Contractor(s).

In order to achieve these goals, the principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal:

- 1.1 The principal commits itself to take all measures necessary to prevent Corruption and to observe the following principles:
- No employee of the principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or Immaterial benefit which he/she is not legally be entitled to.
 - The principal will, during the tender process treat all Bidder(s) with equity and reason. The principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - The principal will exclude all known prejudiced persons from the process.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the principal will inform the Chief Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ Contractor(s):

- 2.1 The bidder(s) Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- The Bidder(s) Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the principal's employees involved in the tender process or the execution of the contract/ or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - The Bidder(s) Contractor(s) will not enter with other Bidder(s) into any undisclosed

agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- c. The Bidder(s) Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s) Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s) Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" Shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only.
- e. The Bidder(s) Contractor(s) will, when presenting himself, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract/Agreement.

2.2 The Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts:

If the Bidder(s) Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) Contractor(s) from the tender process or take action as per the defined procedure.

Section 4 – Compensation for Damages:

- 4.1 If the Principal has disqualified the contractor from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages Equivalent to Earnest Money Deposit / Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression:

- 5.1 The Bidder(s) contractor declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the Anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the contractor makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banking of business dealings".

Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors:

- 6.1 The Bidder(s) Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact and to submit it to the principal before contract signing.
- 6.2 The principal will enter into agreement with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- 6.3 The principal will disqualify from the tender process all bidder who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s)/ Contractor(s)/Subcontractor(s):

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same Chief Vigilance Office.

Section 8 – External Independent Monitor/Monitors:

- 8.1 Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD of M/s Broadcast Engineering Consultants India Limited (BECIL).
- 8.2 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- 8.3 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.4 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.5 The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.6 If the Monitor has reported to the CMD of the BECIL, a substantiated suspicion of an offence under relevant APC/PC Act, and the Chairman BECIL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.7 The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration:

This Pact begins when both parties have legally signed it. It expires for the Contractor 20 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD, M/s. Broadcast Engineering Consultants India Limited.

Section 10 – Other provisions:

- 10.1 This agreement is subject to Indian Law. Place of performance and jurisdiction is the head office of the principal, i.e., New Delhi.
- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreement have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

FOR AND ON BEHALF OF CONTRACTOR

FOR AND ON BEHALF OF BECIL

2. Annexure-B: (Bank Mandate Form):

Bank Mandate Form

Details For Payment of Tender Processing Fees:

Particulars of Bank:

Bank Name	UNION BANK OF INDIA	Branch Name	Bangalore Raj Mahal Vilas												
Branch Place	Bangalore	Branch City	Bangalore												
Pin Code	560094	Branch Code	0905828												
MICR No.	560026124	IFSC Code	UBIN0905828												
(Digital Code number appearing on the MICR Band of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your Bank for ensuring accuracy of the Bank Name, Branch Name and Code Number.															
RTGS CODE	U	B	I N 0 9 0 5 8 2 8												
Account Type	Savings		Current Yes	Cash Credit											
Account Number (as appearing in the Cheque Book.	5	1	0	3	3	1	0	0	1	2	7	2	0	5	2

Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

3. Annexure-C: Particulars of The Bidder:

Particulars of The Bidder

1.	Name of company/ bidder.	
2.	Office Address/Telephone No/Fax No/Email Id /website.	
3.	Year of establishment.	
4.	Status of the Company/bidder.	
5.	Name of Directors.	i) ii) iii)
6.	Names of principle person concerned with this work with title and Telephone No / Fax/ Email Id, etc.	
7.	Whether registered with the registrar of companies /registrar of firms. If so, mention number and date.	i) ii) iii)
8.	In case of change of Name of the Firm, former Name / Names and year/ years of establishment:	
9.	Whether registered for sales tax purposes. If so, mention number and date. Furnish also copies of sales tax clearance certificate.	
10.	Whether an assessed of income tax. If so, mention permanent account number. Furnish copies of income tax clearance certificate.	
11.	State Annual turnover of the company/bidder Furnish copies of audited balance sheet and profit & loss account (audited) for the last three years.	
12.	Particulars and place of similar type of works done in a single order. (Furnish details in a separate sheet and enclose copy of the employer's certificate).	
13.	Specify the maximum value of single work executed in the past three years.	
14.	Status and details of disputes/ litigation/ arbitration, if any.	

Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

4. Annexure-D: Annual Turnover & Net worth Certificate:

Annual Turnover & Net worth Certificate.

(CA Certified.)

To,

The General Manager,

Broadcast Engineering Consultants India Limited,

Regional Office: #162, 2nd Main, 1st Cross, AG's Layout,

RMV 2nd Stage, Bengaluru, Karnataka 560094.

Full Name of Bidder (Supplier) entity:

Full Address of Bidder (Supplier) entity:

EOI Ref No:

SL. No.	Financial Year	Turnover of Bidder	Positive Net worth
1	2021-2022		
2	2022-2023		
3	2023-2024		
Average			

Note: Certificate from Chartered Accountant supported with Annual Balance Sheet tallying with I.T. Clearance certificate. The turn over shall be from similar works. This shall clearly & explicitly brought out in the certificate.

Note: The required certificate from CA with UDIN No. is enclosed along with this form. Certificate without UDIN No. will be rejected.

Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

5. Annexure-E: Performa of Letter of Undertaking for Bid Validity:

Performa Of Letter of Undertaking for Bid Validity.

To,

The General Manager,

Broadcast Engineering Consultants India Limited,

Regional Office: #162, 2nd Main, 1st Cross, AG's Layout,

RMV 2nd Stage, Bengaluru, Karnataka 560094.

EOI Ref No:

I/We hereby submit our Bid and undertake to keep our Bid valid for the period of 90 days from the date of submission of the Bid.

I/We also agree to abide by and fulfill all the terms, conditions of provision of the bid document.

Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

6. Annexure-F: Bid Covering Letter:

Bid Covering Letter (On Bidder's letterhead)

To,

The General Manager,

Broadcast Engineering Consultants India Limited,
Regional Office: #162, 2nd Main, 1st Cross, AG's Layout,
RMV 2nd Stage, Bengaluru, Karnataka 560094.

EOI Ref No:

Dear Sir/Madam,

We, the undersigned, offer to provide Training Service to the Purchaser on <Name of the Customer> with your Expression of Interest [EOI] EOI Ref No:..... dated <insert date>and our Proposal. We are hereby submitting our Proposal, which includes our sealed technical bid.

We hereby declare that all the information and statements made in this technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the EOI document. We would hold the terms of our bid valid for < > days as stipulated in the EOI document.

We understand you are not bound to accept any Proposal you receive.

Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

7. Annexure-G: Bidders Credentials Summary:

Bidders Credentials Summary

SL. No.	Project Name	Client Name	Client Type	Project Value (in INR)	Documentary evidence provided (Yes or no)	Project Status (Completed or Ongoing or Withheld)
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Authorized Signatory

Place: _____
Date: _____
Address: _____
Mobile: _____
Email ID: _____

8. Annexure-H: Self-Declaration for Non-Black Listing:

Self-Declaration for Non-Black Listing

[ON BIDDER'S LETTER HEAD]

Bidder Ref. No.

Dated:

To,

The General Manager,

Broadcast Engineering Consultants India Limited,

Regional Office: #162, 2nd Main, 1st Cross, AG's Layout,

RMV 2nd Stage, Bengaluru, Karnataka 560094.

We, M/s. ----- hereby declare that the firm/company namely M/s. -----, as on the date of bid submission, has not been blacklisted or debarred by any of the Central Government or State Government or any organization under Central/ State Government or any Statutory Authority, or any Public- Sector Undertaking.

M/s has not been found guilty of any criminal offence by any court of law in India or abroad.

M/s....., its directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statement or misrepresentations as to their qualifications to enter into procurement contract within a period of three years preceding the commencement of the procurement process or have not been otherwise disqualified pursuant to debarment proceedings.

Yours faithfully

For,

Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

9. Annexure-I: Undertaking Regarding Payment of GST:

Undertaking Regarding Payment Of GST/ Filing of GST Return

EOI Ref.....

Date

To,

The Chairman and Managing Director,

Broadcast Engineering Consultants India Limited,

BECIL BHAVAN C-56, A/17, Sector-62, Noida-201301, U.P.

Subject: Undertaking regarding Payment of GST/ Filing of GST Return.

Dear Sir,

This is in connection to the works awarded by **M/s. Broadcast Engineering Consultants India Limited (BECIL)**, we hereby undertake that we will comply with Goods and Services Tax 2017 and Various Rules Relating to GST Act, 2017 (herein after referred to as GST Act and Rules) wherever we are obliged to comply with the GST Act and GST Rules.

We further hereby undertake that we will issue proper **"Tax Invoice"** and/or any other Relevant Document as required under GST Act and Rules. We will furnish appropriate GST return and pay GST as required under GST Act and Rules on timely basis and will provide GST credit on timely basis through GST Portal (and/or by any other means as provided by GST Act and Rules).

We hereby certify & undertake that we will not alter, delete or modify the invoices and other details uploaded at GST Portal unless approved by BECIL in writing.

We also hereby certify & undertake that we indemnify BECIL on account of any loss of GST input credit as well as any interest, penalty, demands or other costs, expenses suffered by BECIL because of any failure on our part to file appropriate Return on time and/or pay Tax to Government/Appropriate Authority.

In case we do not make payment the tax/interest/penalty/other expenses etc. on demand raised by Government/Tax Authorities due to default/delay on our part/action, we also authorize BECIL to forfeit/deduct from security held by BECIL, equivalent amount of interest/penalty/tax etc. for the amount so withheld.

Authorized Signatory on behalf of Agency

Address: _____

Mobile: _____

Email ID: _____

10. Annexure-J: Pre-Bid Agreement:

Pre-Bid Agreement

This Agreement is made at Bangalore on _____ 2025 between:

M/s. Broadcast Engineering Consultants India Limited, Mini Ratna Public Sector Enterprise of the Government of India having its Registered Office at 56-A/17, Block-C, Sector-62, Noida - 201301 (U.P.) and Head Office at 14-B IP Estate Ring Road, New Delhi -110002, Regional Office No: #162, 2nd Main, 1st Cross, AG's Layout, RMV 2nd Stage, Bengaluru, Karnataka 560094. Telephone -080-23415853, acting through **Mrs. Usha Mangalgi, General Manager** (hereinafter referred to as "**BECIL**" or "**First Party**") which expression shall unless repugnant to the context or meaning thereof, include its successors, authorized representatives and permitted assigns as the First Party. **BECIL** represents that it is an ISO 9001:2015, 27001:2013, ISO/IEC 20000:2012 certified, Mini Ratna Public Sector Enterprise of the Government of India and provides project consultancy services and turnkey solutions encompassing the entire gamut of radio and television broadcast engineering viz content production facilities, terrestrial, like satellite and cable broadcasting in India and abroad. It also undertakes supply of specialized communication, monitoring, security and surveillance system to Defense, Police department and various Para-military forces. **BECIL** has specialization in executing TV/Radio broadcasting, IT networking, Security Surveillance, Audio Video and Access control system projects in various Govt. departments throughout the country by its team of intelligent and dedicated technical officers and staff

AND

M/s XXX Company/firm incorporated under Companies Act, 1956 having its Registered Office at **YYY** by Mr. **XYZ**, Managing Director (hereinafter referred to as "**XX**" or "**Second Party**") which expression shall, unless repugnant to the context or meaning thereof, include its successors, authorized representatives and permitted assigns as the Second Party. **XX** represents that it is a company/firm which has _____

BECIL and XX individually referred to as "**Party**" and jointly as "**Parties**".

PREAMBLE

- A. WHEREAS (Hereinafter referred as "CUSTOMER" or "END CUSTOMER") floated on Maharashtra e-procurement Portal **DGIPR Tender Number: DGIPR/LEDHoarding-2024-25/No-1 Dated: 14-Feb-2025 06:00 PM** for Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Digital Full Colour LED display Screens at multiple locations in Maharashtra. (Hereinafter referred as "RFP").
- B. That **BECIL** intends to submit its bid as in response to this RFP and it may by means of contracts and agreements enter into AGREEMENT with OEMs/Authorized Dealers/System Integrator/Training partner/Service provider of the related technology for the purpose of this RFP.
- C. AND WHEREAS **BECIL** has floated an **BECIL EOI No: BECIL/RO/DGIPR/LED/2024-25/001 Dated: 18/02/2025** (Hereinafter referred to "EOI") for selection of Backend partner for RFP.
- D. AND WHEREAS **XX** has been selected as backend partner of **BECIL** through terms of EOI. Also, **XX** agrees to execute entire scope of work for above mentioned Customer's RFP, if the bid submitted by **BECIL** against the RFP is accepted, and if **BECIL** receives a Work

Order for the same. This agreement has been put into effect from date of signing of this agreement on an exclusive basis.

E. **AND WHEREAS** the purpose of this pre-bid agreement is to formalize an understanding between **BECIL** and **XX** for **RFP**. Tender, if awarded to BECIL will be called as "Project".

F. **AND WHEREAS** both the parties agreed to work together for preparation and submission of the Bid against the Customer's RFP and in case of award of work to BECIL, execute the work.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

ARTICLE 1. GENERAL:

1.1 PURPOSE

A) WHEREAS, End Customer has floated Tender reference Number: DGIPR Tender Number: DGIPR/LEDHoarding-2024-25/No-1 Dated: 14-Feb-2025 06:00 PM for Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Digital Full Colour LED display Screens at multiple locations in Maharashtra.

B) XX has agreed to associate itself and render its services to BECIL in the capacity of System Integrator for the purpose of the aforesaid RFP enabling BECIL to bid for the RFP.

C) Both the parties have read and understood the terms of the aforesaid RFP. Second Party has agreed not to disclose the terms of the aforesaid RFP to anyone unless so authorized to do so by the First Party. The PARTIES will execute the PROJECT, if awarded, in terms of responsibility as ascribed to each party. XX will do the entire system integration for the project, if awarded which covers the entire scope of work mentioned in the tender RFP documents or any subsequent modifications/amendments thereof. BECIL undertakes to be responsible for all overall Project Management and correspondence/ interface/ interaction with the Customer.

1.2 REPRESENTATION OF PARTIES

Second Party represents to BECIL that as on the date of this AGREEMENT:

- a) That Second Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Contract.
- b) That the execution, delivery and performance by Second Party of this Contract have been authorized by all necessary and appropriate corporate or governmental action and will not to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other Applicable organizational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage AGREEMENT, indenture or any other

instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to second Party;

- (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this contract;
- (c) That Second Party has not been black-listed by Central/ State Government or any other Government PSU and are not facing/likely to face any disciplinary proceedings under Indian or under laws of any other country;
- (d) That this Contract, RFP No. _____ Dated _____ and the NOA issued by BECIL dated _____ is the legal and binding obligation of such Party, enforceable in accordance with its terms against it;
- (e) That there is no litigation pending or, to the best of Second Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Contract.
- (f) That there is no legal action/dispute initiated or pending on Second Party at the time of signing of this contract which is likely to concern or affect BECIL in any manner. If any such case is found pending, the contract will automatically become invalid and the agency will be penalized by withholding the EMD, PBG and legal action will be initiated as deemed fit by the competent authority. All ongoing and future business association with BECIL will also be terminated.

RESPONSIBILITY MATRIX

P-Primary Responsibility

S-Secondary Responsibility

J- Joint Responsibility

S.NO.	PRE-BID RESPONSIBILITY	BECIL	XX
1.	Pre bidding site survey, if any	S	P
2.	Technical bid preparation as per RFP along with MAF and datasheets of fully complied products as per the RFP specifications.	J	J
3.	Competitive commercial bid preparation as per RFP	S	P
4.	Coordination with OEMs/distributors for preparation of bid.	S	P
5.	Technical Bid Facilitation.	S	P
6.	Commercial Bid Facilitation	S	P
7.	Prepare the bid as per eligibility criteria. Interaction with customer and going through the RFP process.	P	S
8.	Documentation and correspondence with the customer.	P	-
9.	Provisioning of certificates from OEMs for product support, warranty, spare availability and delivery as per the customer/ RFP requirement.	-	P
10.	Provisioning of EMD to end customer as per RFP requirement.	P	-
11.	Provisioning of EMD to BECIL on proportionate basis.	-	P

12.	Provisioning of any other required document for bidding.	J	J
13.	Submission of complete techno-commercial offer to the customer in requisite mode.	P	-
14.	Execution of field trials and any product demonstrations and tests, as required by the customer.	S	P
15.	Any other relevant follow up, correspondence and meetings with customer.	P	S
16.	Support during Reverse Auction (if any)	S	P

NOTE: A detailed Agreement of POST-BID responsibility shall be signed subsequently, if the project is awarded and Work Order issued by the Customer to BECIL.

The detailed Agreement for System Integrator between the parties will contain:

- (a) Responsibility matrix of the PARTIES to execute the PROJECT, if awarded, jointly. This will cover the entire scope of work mentioned in the tender RFP documents or any modifications thereof.
- (b) Other Modalities/conditions that might arise or might require to be incorporated towards complete & satisfactory execution of the Project. The above list is illustrative and not exhaustive and will include apart from the above other clauses also.
- (c) Financial Arrangements. The above list is illustrative and not exhaustive and will include apart from above other clauses also.

ARTICLE 2: TERM AND TERMINATION

2.1. **Terms:** This AGREEMENT shall be valid from the date of signing and shall terminate on the earliest occurrence of one of the following:

- a) A Contract for the PROJECT has been awarded by the End Customer to BECIL and the parties hereto have subsequently entered into and signed a comprehensive formal AGREEMENT referred to under item 1.4 above;
- or**
- b) In case the Contract for the PROJECT is awarded to other entity/bidder or the PROJECT is cancelled and all rights and obligations between the PARTIES hereto according to this AGREEMENT have been fulfilled;
- or**
- c) By Mutual consent between the Parties

2.2. In the event order is placed on BECIL by the end customer wherein BECIL is to use services of _____XX_____, _____XX_____ will have no right to terminate this agreement till such time that the project is complete in all respects including the expiration of AMC period, if any.

2.3. **Effect of Termination or Expiration:** Upon any expiration or termination of this AGREEMENT and subject to applicable laws; Each party will (i) return (or destroy if requested by the disclosing party) the original and all copies of any confidential & proprietary information of the disclosing party; and (ii) at the disclosing party's request, have one of the officers of the receiving party certify in writing that it has fully complied with the provisions of this Clause. For the purpose of this Clause, the expression "Confidential & Proprietary Information" shall be limited to matters of commercial

confidence, Proprietary rights, trade and business secrets and intellectual property but shall not include correspondence exchanged between the parties and contents thereof.

ARTICLE 3: PAYMENT & COMMERCIAL TERMS AND CONDITIONS

- 3.1 While preparation and submission of Bid against the Client's RFP, BECIL will Provision the EMD to end customer as per the customer RFP requirement. _____XX_____ will provision an EMD of Equal amount to BECIL on back-to-back basis.
- 3.2 In case the bid submitted by BECIL against the Customer's RFP, prepared in collaboration with _____XX_____, is accepted and BECIL receives Work Order from the Customer, the following conditions will be applicable:
- (i) BECIL will provision Transaction charges, Annual Milestone charge and any other charges for signing the agreement with the customer, payable to GEM. All such charges shall be recovered in total quantum from _____XX_____.
 - (ii) BECIL will issue Work/Supply Order/s to _____XX_____, **on becoming L1, ensuring net.....**
 - (iii) **% margin to BECIL on the total basic value of the project.**
 - (iv) All terms and conditions of the Customer's RFP, and any subsequent amendments/ corrigendum's thereof, will be applicable fully on back-to-back basis on _____XX_____, including all important terms and conditions like EMD, PBG, Payment Terms, SLA conditions, Liquidity Damages, and any other penalties etc.
 - (v) EMD and Performance Bank Guarantee as applicable shall be payable by _____XX_____ on back-to-back basis as per the terms and conditions of Customer's RFP, and any subsequent amendments/ corrigenda thereof.
 - (vi) In case the bidding against Customer's RFP requires online payment for EMD, the proportionate amount will have to be paid in similar mode by _____XX_____ to BECIL. In case the bidding is on GeM portal or requires submission of EMD in the form of Bank Guarantee; the cost incurred towards GeM transaction charges and/or EMD (BG) making charges shall also be recovered from _____XX_____ in case the Project is awarded to BECIL by the Customer.
 - (vii) All payments in the Project to _____XX_____, shall be on back-to-back basis only subject to receipt of corresponding payment from the Customer. No advance will be paid to _____XX_____, even though BECIL may be eligible to get advance from the _____ customer being a front-end bidder, unless a BG of equivalent amount is submitted by _____XX_____ to BECIL.
 - (viii) All pricing by _____XX_____ would be inclusive of all statutory taxes payable by _____XX_____. However, any statutory change in Tax Structure prevailing at the time of invoicing shall be binding to both - _____XX_____ and BECIL

ARTICLE 4: CONFIDENTIAL INFORMATION

4.1. Subject to applicable laws and as required by End-Customer, Law-Enforcement agencies & Government agencies, the terms of this AGREEMENT are agreed by all the Parties to be confidential and all information disclosed by one party to each other hereunder shall be kept strictly confidential.

4.2. Each party shall keep any information obtained by it from the other party strictly private and confidential for the purpose of:

- (a) preparation of bid for the tender and/or,
- (b) In case of award of a Contract for the PROJECT to BECIL and/or,
- (c) Execution of the PROJECT

ARTICLE 5: LIMITATION OF LIABILITY

5.1. With the exception of any breach of confidentiality obligations, neither party will be liable to the other party for any costs, damages, expenditure, loss of profits, prospective profits of any kind or nature etc. arising from the termination or alleged breach of this AGREEMENT or in any manner arising from this AGREEMENT.

ARTICLE 6: GENERAL TERMS & CONDITIONS

6.1 AGENCY

This agreement between the parties is on a principal-to-principal basis and it is agreed that _____XX_____ is not and shall not represent itself as an agent of BECIL.

6.2 CONFIDENTIALITY

The parties along with their employees working on the specified projects agree to maintain strict confidentiality of all information of technical or business nature provided to each other pursuant to this agreement and/ or any subsequent agreement or any correspondence in writing between them. This clause shall survive the expiry/termination of this agreement.

6.3 ASSIGNMENT

This AGREEMENT may not be assigned by either party, by operation of law or otherwise, without the prior written consent of the other party. This AGREEMENT will be binding upon, and ensure to the benefit of, the permitted successors and assigns of each party. Any purported assignment in violation of this clause will be null and void.

7. INTELLECTUAL PROPERTY RIGHTS

BECIL would make no claim on the technology / algorithms used in servicing the clients either during the contract or ever later. Both the parties agree that consideration mentioned under commercial term of this agreement is after taking into consideration the cost of intellectual property rights, if any, to be used under this agreement and no further claim in this regard shall be entertained by BECIL. BECIL shall be kept indemnified by **XX** for any kind of breach of IPR of any third party for all the products/services supplied by it under this agreement.

Any amendment to this AGREEMENT, if required, shall be done in writing with the mutual consent of the parties.

8. WARRANTIES AND UNDERTAKINGS

- i. Each Party acknowledges that it is and shall remain liable to the other party for the consequences of any failure on its part or on the part of its Personnel to fulfill the tasks assigned to it under this Agreement.
- ii. Each Party shall be responsible for providing all appropriate facilities and services as shall be necessary in the proper performance of its obligations, which will be entirely at that Party's own expense.

9. INDEMNITY

Each party shall indemnify, keep indemnified and hold harmless the other Party from and against all costs, expenses, liabilities, injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which it may incur or suffer as a result of a breach of this Agreement or negligent acts or omissions or willful misconduct of the Party and/or its Personnel including without limitation any resulting liability the Consortium has to any third party.

10. ASSIGNMENT AND SUB-CONTRACTING

Neither this Agreement nor any of the rights and obligations under it can be assigned by any party. Parties may engage sub-contractors by mutual consent, subject to the compliance with the Tender terms.

11. FORCE MAJEURE

No Party will be deemed to be in breach of this Agreement, nor otherwise liable to the other for any failure or delay in performance of this Agreement if it is due to any event beyond its reasonable control other than strike, lock-out or industrial disputes but including, without limitation, acts of God, war, fire, flood, tempest and national emergencies.

12. DISPUTE RESOLUTION

All disputes arising out of or in connection with this Agreement, and any amendments thereof shall as far as they cannot be amicably settled between the parties, shall be submitted for arbitration by a Sole Arbitrator appointed with mutual consent of both the parties within a period of thirty days. The venue of arbitration shall be New Delhi and the arbitration proceeding shall be governed by the Arbitration and Conciliation Act 1996, or any subsequent modification thereof. Each party shall adhere to its respective obligations during the subsistence of the dispute under this Agreement.

13. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the laws of India and each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the Courts at New Delhi, India.

14. NOTICES

- i. Any intimation, notice, request, grievances, complaint or consent required or permitted to be given or made pursuant to this Agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered post to such Party at the specified address.
- ii. Any notice issued pursuant to this Agreement must be in English and in writing. All notices, correspondence or other communication relating to this Agreement shall be given:
 - (a) by being personally served on the designated Party; or
 - (b) by being sent to the Party's designated address for service by prepaid ordinary mail; or
 - (c) to the designated facsimile; or
 - (d) to the designated e-mail address.

The particulars for service to each party are:

Address:

Fax:

E-mail:

Address: Broadcast Engineering Consultants India Limited

BECIL BHAWAN, C56/A17 Sector 62 Noida 201307 / Office No: #162, 2nd Main,
1st Cross, AG's Layout, RMV 2nd Stage, Bengaluru, Karnataka 560094.

Phone: 080-23415853

E-mail: usha@becil.com

15. WAIVER

The failure by Parties to enforce at any time or for any period any one or more of the terms or conditions of this Agreement will not be a waiver by them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

16. SURVIVAL

- i. The representations and warranties contained in this Agreement survive the termination of this Agreement.
- ii. Each indemnity and guarantee arising in respect of this Agreement survives the performance of obligations arising out of or under this Agreement and the termination of this Agreement and will continue in force as long as necessary to affect their purpose.

17. VARIATION

This Agreement may be amended at any time by written agreement of the Parties. No variation to this Agreement shall be effective unless in writing signed by a duly authorized officer of each of the Parties.

18. COUNTERPARTS

This Agreement is executed in two counterparts, with each party retaining one original.

19. DAMAGES

Once the Bid has been submitted, neither of the parties may withdraw from its obligations & terms of the present AGREEMENT. Any damage/loss caused to BECIL due to failure on the part of _____XX_____ to enter into a detailed agreement as mentioned above, shall be borne by _____XX_____ and will be made good by it in case BECIL has to make payment of any damages/penalty to End Customer of any nature whatsoever.

20. ENTIRE AGREEMENT

This Agreement hereto constitutes the entire agreement between the Parties with regard to the subject matter contained in this Agreement and supersedes all prior negotiations, representations, agreements and understandings, written or oral preceding the execution of this Agreement.

By signing this AGREEMENT, BECIL and _____XX_____ acknowledge that it correctly records the understanding they have reached with regard to the Project.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their respective authorized representatives with effect as of the Effective Date.

NOTE: ALL the RFP Terms and condition and corrigendum thereof, shall be binding on the XX on back-to-back basis.

FOR AND ON BEHALF OF BECIL

FOR AND ON BEHALF OF XX

Date:

Date:

Place:

Place:

Witness:

Witness

1.

1.

11. Annexure-K: Power of Attorney:

Power of Attorney for signing the Bid.

(On Rs. 100 Stamp Paper)

KNOW ALL MEN BY THESE PRESENTS,

We "Name of Bidder" do hereby irrevocably constitute, nominate, appoint and authorize _____, who is presently employed with us and holding the position of "_____", as our true and lawful attorney (*hereinafter referred to as the "Attorney"*) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for qualification and submission of our bid for the Project "**Name of Project**" of "_____" (the "client") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in pre-applications and other conferences and providing information/ responses to the client, representing us in all matters before the client, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the client in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Agreement with the client.

IN WITNESS WHEREOF WE, (Name of Bidder), THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF Date_____.

For Name of Bidder,

Accepted

Witnesses:

1.

2.

12. Annexure-L: Price Bid Format:**PRICE BID FORMAT**

SL	Item Description	Qty	Total Cost “(A)” Without TAX A = A.1 + B.1	NET Margin Offered to BECIL “(B)” in %	Absolute value of Margin C = A*B.	Overall Quoted price D = A-C.
1	Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Digital Full Colour LED display Screens at multiple locations in Maharashtra which includes CAPEX & OPEX as per the condition of the RFP of DGIPR.	Lum sum				

- (a) GST & TDS as per applicable.
 (b) All the payment terms will be on back-to-back basis.
 (c) Any penalties from the client will be passed on the Empanelled agencies only.
 (d) **A** will be the total price offered by the bidder which included CAPEX of **A.1** & **B.1** of Commercial Fees CAPEX (Cx) + 5 years of OPEX as per the condition of the RFP of DGIPR.
 (e) Lowest Value of **D** will be considered as L1.

Percentage Offered to BECIL in words:

Authorized Signatory

Address: _____

Mobile: _____

Email ID: _____

13. Annexure-M: Technical Specification & Compliance (CAPEX):

Digital Full Colour Display Panel Specification:

SL. No.	Parameters	Specification
1	Display Size	15.7F x 9.4 F (+/- 2%)
2	Pixel Pitch	4.8
3	LED Type	SMD 3-in-1 LED Type
4	Pixel Density	43264 pix/sq-mtr
5	Bonding wire	Copper wire
6	Cabinet type	Aluminum die cast
7	Service Access	Rear Access
8	Ingress Protection	IP65
9	Module Dimension	250x250
10	Display Dimensions (WxH)mtr	4.5 x 3
11	Display Area	13.05
12	Cabinet Dimensions	500 x 1000
13	Single Dot Color Calibration	Available
14	Single Dot Brightness Calibration	Available
15	Brightness	5500-6000 nits
16	Viewing Angle	140*140
17	Data Processing	16 Bit
18	Contrast	6000:1
19	Colours	Upto 281 Trillion
20	Refresh	1920-3840Hz
21	Drive Mode	Constant Current Drive
22	Frame Rate (Hz)	60Hz
23	Brightness/Color Uniformity	≥97%
24	Input Voltage	100-240V AC, 50/60Hz
25	Max Power Consumption	700 W/m2 or lower
26	Temperature Range	operating -20° to 60°
27	Humidity	10 to 90%
28	Storage Temperature	operating -10° to 55°
29	storage Humidity	0-90%

LED Control System

Signal Input	DVI/ HDMI
Signal Output	RJ45
Input Voltage	100~240 VAC
Video	At least should support MPEG-4, MOV
Image	JPEG, PNG, BMP
Text	Multiple fonts, Speeds, colors
Internet	HTML, RSS newsfeeds
Content Manager	To be able to create playlists and send them over the network to media players or more for p layout based

	on schedule and sequencing.
Content Management	Design simplified user interfaces
Complete solution (outdoor LED display, LED control System, PDU should be from same OEM/Brand for smooth integration to avoid issues at the implementation stage.)	

Mechanical Structure for Mounting of LED Walls:

Material	MS/Aluminium Extrusion should be used to for the structure to mount the LED walls to ensure precision installation.
Brackets	Brackets to fasten the MS/Aluminium extrusion to be made of MS with powder coating
Structure Size	15.7x9.4 Feet (+/- 2%)

Power Distribution Unit:

Power Distribution Unit	A Power Distribution Unit to be provided to provide power to the LED walls.
Cable points	Cable entry and exit points should be provided
Mounting	Should be possible to mount the rack on a wall
AC input	100~ 230 Volt AC
AC output	As per the LED display requirement
AC Power Load Max	As per LED display requirements
AC power Load Max Each output	As per the LED display requirement
Surge protection	Class C

Media player:

Parameter	Specifications
Media Player with built in Playout software	Of reputed manufacturers
Processor	Intel/Other High End
OS	Latest Windows
Internal drive	8GB or more
Output	HDMI/Display Port for Graphics
Video	Major Video Formats to be supported
Image	JPEG, PNG, BMP, GIF
Text	Multiple fonts, Speeds, colors, animations
Internet	HTML, RSS newsfeeds
Others Video Zones	1 or more
Network	Ethernet 1000/100/10 (RJ45)

Desktop with Monitor for Central Location:

Make/Model	
Parameter	Specification
Processor Make	Intel/AMD
Processor Generation Intel core i5 processor, 10th Generation or higher /	Processor Generation Intel core i7 processor, 10th Generation or higher / AMD Ryzen 7 processor, Minimum 6 cores,

	2.6 GHz base frequency
Memory 8 GB DDR4 SDRAM @ 2666 MHz or higher Expandable	Memory 8 GB DDR4 SDRAM @ 2666 MHz or higher Expandable
SSD	1 TB
Keyboard USB	Keyboard USB - Membrane Keyboard
Mouse USB	Mouse USB - Optical Mouse
Monitor	42" Curved Display or More
Pre-loaded Operating System & Antivirus	Windows 11 Professional (pre-installed) along with the necessary license key
Pre-loaded Software	Management software

Management Software:

Sr. No	Function Requirement Specification	Compliance (Yes/No)
1	Password protected access control with possibilities to allocate roles and responsibilities matrix	
2	Central Control Software allows controlling multiple screens from one console	
3	Capable of controlling and displaying messages on screen boards as individual/ group.	
4	Capable of controlling and displaying multiple font types with flexible size and picture sizes suitable as per the size of the screen.	
5	Capable of controlling brightness & contrast through software.	
6	Real-time log facility – log file documenting the actual sequence of display to be available at central control system.	
7	Multilevel event log with time & date stamp	
8	Location of each screen will be plotted on GIS Map with their functioning status which can be automatically updated.	
9	Report generation facility for individual/group/all screens with date and time which includes summary of messages, dynamic changes, fault/repair report and system accessed logs, link breakage logs, down time reports or any other customized report.	
10	Configurable scheduler on date/day of week basis for transmitting pre-programmed message to any screen unit.	
11	Rights to different modules / Sub-Modules / Functionalities should be role based and proper log report should be maintained by the system for such access	
12	Platform should be capable of handling analytical data such as audience details etc.	
13	It should be capable of handling and scheduling multi-day campaigns.	
14	It should provide real-time updates	

15	The platform should allow content to be reviewed and approved before publishing	
16	The platform should be capable to run on an online/offline approach to use minimal internet and still gives maximum output	
17	It should be capable of handling multiple types of input files – JPEG, MPG, other image and video formats	
18	All the data transfers are encrypted by 256 hashing which is widely used in blockchains lately	
19	The platform should have compression and decomposition technology makes data transfer more secure and reduces internet consumption	
20	Facility to export reports to excel and PDF formats.	
21	Remote Diagnostics to allow identifying failure up to the level of failed individual LED.	
22	In the event of central server failure, each of the SMART display boards should be individually capable of continuous & uninterrupted display as per last configuration thereby ensuring continuous operation	

Note:

- **The specifications mentioned in the RFP are minimum specifications. Concessionaire can propose higher specifications.**
- **The Concessionaire has to mention the make and model number of the product offered.**

1. Commercial Fees CAPEX (Cx):**A.1) Cost for Digital LED Display Panels – Installation, commission and Go-Live (Capex):**

SL. NO.	Supply Items	UOM	Qty	Make & Model	Unit Rate without GST (In INR)	GST%	Total Amount with GST (In INR)
1	Outdoor LED Display	No.	1				
2	LED Control System	No.	1				
3	Mechanical Structure for Mounting of LED display	No.	1				
4	SMPS & Stabilizer	No.	1				
5	Media player	No.	1				
6	Content Management System / Software	No.	1				
7	Content Designer	LS	1				
8	Power cable, rack, router, signal cables, switch, electrical wiring	No.	1				
9	Requisite Outdoor Rack for all hardware devices	No.	1				
10	Installation, Testing & Commissioning including civil work	No.	1				

B.1) Cost for setting up of Centralized Command Centre:

SL. NO.	Supply Items	UOM	Qty	Make & Model	Unit Rate without GST (In INR)	GST%	Total Amount with GST (In INR)
1	Desktop with Monitor (42")	No.	1				
2	Desktop with Monitor (21")	No.	6				
3	Management Software for centralized management and monitoring of all screens	No.	1				
4	Indoor rack	No.	1				
5	Operators (over 2 shifts)	No.	8				
6	Installation, Testing & Commissioning including civil work	No.	1				
7	Application & Data Server	No.	2				

8	Room with furniture for command centre	No.	1				
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Total Cost:

SL. NO.	SUPPLY ITEMS	UOM	QTY	Unit Rate without GST (In INR)	GST%	Total Cost for Component for A With GST (In INR)
1	Total Cost of Component A.1: Cost for Digital LED Display Panels (Capex)	Nos	200			
2	Total Cost of Component B.1: Cost for setting up of Centralised Command Centre (Capex)	Nos	1			
Total Cost (in Number)						
Total Cost (in Words)						

Note:

- **For Centralized Command Centre, only the space would be provided by the Authority. The Concessionaire will be responsible to make all necessary provisions to setup desired infrastructure as per the requirements as per the tender conditions of the DGIPR.**

2. Commercial Fees Revenue Sharing (Rs):

SL. No.	Description	% of revenue sharing to the DGIPR for OPEX	% of revenue sharing to the BECIL for OPEX
1	Revenue Sharing Model Revenue to be shared to purchaser		

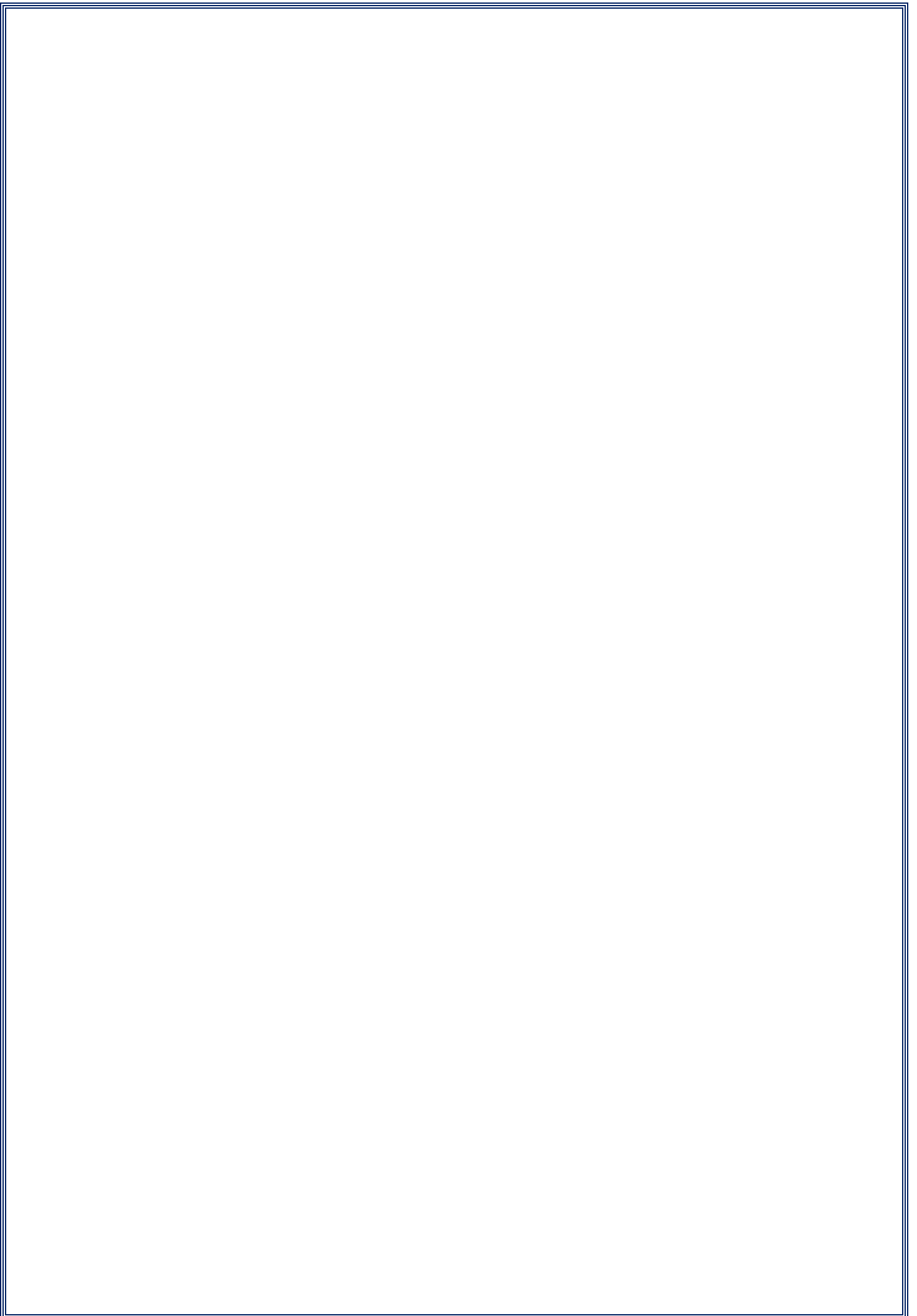
Note:

The bidder offering the revenue sharing to the DGIPR shall not be less than 17.5%. This component shall be finalized with the selected bidder before the BECILs' participation to the DGIPR tender.

**Authorized Signatory
(With Stamp of the Concessionaire)**

Note:

- Revenue sharing to the client DGIPR shall be finalized jointly by BECIL and the L1 bidder who got selected in this EOI.
- The BOQ Excel sheet has been attached with this EOI.
- Link to download the Price bid excel format is https://docs.google.com/spreadsheets/d/1mvzIQS_8BbydxHlvogcpFEDZlwdvftgP/edit?usp=sharing&ouid=116175562108095248636&rtpof=true&sd=true
- The BOQ template must not be modified/replaced by the bidder and the same should be Submitted after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name, EOI Reference Number, Make & Model and Values only).



14. Annexure-N: Manufacturer/OEM Undertaking.

Undertaking Form for the Proposed Solution

To,

Directorate General of Information and Public Relation (DGIPR),
Maharashtra, Ground Floor, Main Building, Mantralaya,
Madam Cama Road Mumbai, Maharashtra-400032
(022 2202 8383)

Ref: RFP No. DGIPR/LEDHoarding-2024-25/No-1, dated: 14.02.2025.

Dear Sir/Madam,

We, _____ (“OEM”) having registered office at _____, who are established and reputed developers of _____ (“Hardware, Software”) do hereby certify that we authorize only **M/s. Broadcast Engineering Consultants India Limited** (the Bidder) to propose the following products _____ (OEM Product Name/s).

We undertake to provide OEM’s warranty and service support to this Project till the end of the OPEX period, which is of 5 years after the Commissioning of the Project.

-
-
-

as part of proposed solution for **RFP No. DGIPR/LEDHoarding-2024-25/No-1, dated: 14.02.2025** (Tender Reference Number).

Name of Authorized Representative: _____

Designation of Authorized Representative: _____

Signature of Authorized Representative with company seal: _____

Dated on _____ day of _____.

15. Annexure-O: Undertaking of Indemnification

Undertaking Regarding Indemnification of BECIL

EOI Ref.....

Date:

To,
The Chairman and Managing Director,
Broadcast Engineering Consultants India Limited,
BECIL BHAVAN C-56, A/ 17, Sector-62, Noida-201301, U.P.

Subject: Undertaking regarding indemnification of BECIL

Dear Sir,

We hereby certify & undertake that we indemnify BECIL from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc.

We shall defend, indemnify, release and hold harmless the Authority from and against any and all loss, damage, injury, liability, demands and claims for injury to or death of any person (including an employee of the Concessionaire or Authority) public or for loss of or damage to property (including Concessionaire or Authority property), in each case whether directly or indirectly resulting from or arising out of Concessionaire performance under this EOI.

This indemnity shall apply whether Authority was or is claimed to be passively, concurrently, or actively negligent, and regardless of whether liability without fault is imposed or sought to be imposed on one or more of the Authority. Such indemnity shall not apply to the extent that it is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this RFP document / agreement and, shall not apply where such loss, damage, injury, liability, as part of proposed solution, for **RFP No. DGIPR/LEDHoarding-2024-25/No-1, dated: 14.02.2025** (Tender Reference Number).

Authorized Signatory on behalf of concessionaire

Place: _____
Date: _____
Address: _____
Mobile: _____
Email ID: _____

--End Of EOI--

Request For Proposal (RFP)

Selection of Concessionaire for

**Design, Development, Implementation, Operation
and Maintenance of Digital Full Colour LED display
Screens at multiple locations in Maharashtra.**



Issuing Authority:

Directorate General of Information and Public Relations

Design, Development, Implementation, Operation and Maintenance of Digital Full Colour LED display screens at multiple locations in Maharashtra

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Design, Development, Implementation, Operation and Maintenance of Digital Full Colour LED display screens at multiple locations in Maharashtra

Disclaimer

The information contained in this Request for Proposal document ("**RFP Document**") or subsequently provided to Concessionaire(s), whether verbally or in documentary or in any other form, by or on behalf of "Directorate General of Information and Public Relations" (hereafter referred to as "**Authority**") or any of its employees or advisors, is provided to the Concessionaire(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided in writing.

This RFP document is intended to be and is hereby issued only to the prospective Concessionaires. The purpose of this RFP document is to provide the Concessionaire(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information that each Concessionaire may require. This RFP document may not be appropriate for all persons, and it is not possible for the Authority, its employees, or advisors to consider the investment objectives, financial situation and particular needs of each Concessionaire who reads or uses this RFP document. The assumptions, assessments, statements, and information contained in the RFP document may not be complete, accurate, adequate or correct. Each Concessionaire should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements, and information contained in this RFP document and where necessary obtain independent advice from appropriate sources. The Authority, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, adequacy, correctness, reliability or completeness of the RFP document.

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

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

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Concessionaire upon the statements contained in this RFP document.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP document before the last date of bid submission.

The issue of this RFP document does not imply that the Authority is bound to select an Concessionaire or to appoint the selected Concessionaire or Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Concessionaires or Bids without assigning any reason whatsoever.

The Concessionaire 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

Design, Development, Implementation, Operation and Maintenance of Digital Full Colour LED display screens at multiple locations in Maharashtra

Authority, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Concessionaire and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Concessionaire in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Definition of Terms

Implementation Period – The time allocated to the Concessionaire to deliver, install, commission, test, and bring the Digital Full Colour LED display screens into full operational readiness. This period encompasses all necessary activities to ensure that the LED screens are fully functional and ready for use according to the specifications outlined in the contract.

Material Breach - A material breach is a significant violation or failure to fulfil a contractual obligation, which substantially undermines the contract's purpose and the expectations of the non-breaching party. This type of breach is serious enough to warrant termination of the contract and may entitle the non-breaching party to seek damages or other remedies. In the context of this RFP, a material breach includes, but is not limited to, failure to deliver critical services or products, significant deviations from agreed specifications, or persistent non-compliance with key terms and conditions of the contract.

Capex – The amount of expenditure allocated by DGIPR for the acquisition, installation, commissioning and testing of the Digital Full Colour LED display screens.

Minimum Benchmark - The minimum benchmark for uptime of Digital Full Colour LED display screens refers to the lowest acceptable percentage of operational time during a specified period, ensuring that the screens are functional and displaying content as intended.

Go Live - means commissioning of project after installation and commissioning of Digital Full Colour LED display screens, including but not limited to documentation, security measure, etc as per Scope of Work mentioned in RFP. The Concessionaire should have the approval from the Authority after successful completion of the Final Acceptance Testing.

Notice - means a notice, or a consent, approval or other communication required to be in writing under this Contract.

GoM - means Government of Maharashtra

DGIPR – means Directorate General of Information and Public Relations.

OEM - means the Original Equipment Manufacturer of any LED Displays, which are providing such goods/services to the Authority under the scope of this RFP. The SI, Proprietary Third-Party Manufacturer are all categorized as an OEM

Design, Development, Implementation, Operation and Maintenance of Digital Full Colour LED display screens at multiple locations in Maharashtra

1 INVITATION FOR PROPOSAL

Name of the Work: Request for Proposal for Selection of Concessionaire for “Design, Development, Implementation, Operation and Maintenance of Digital Full Colour LED display screens at multiple locations in Maharashtra.”

Authority hereby invites online bids for Selection of a Concessionaire for “Design, Development, Implementation, Operation and Maintenance of Digital Full Colour LED display screens at multiple locations for the period of five (5) years (excluding fifteen months of implementation period). Broadly the project includes following works:

- a. Large size LED display of 15 X 10 feet for displaying Authority information and advertisements
- b. Information about Authority initiatives and other information provided by Authority & also from commercial clients, within the remit of outdoor media display policies of the state.

Concessionaires are advised to study this RFP document carefully prior to submitting their bid / proposals in response to the RFP document. Submission of a proposal in response to this notice shall be deemed to have been done after a careful study and examination of this document with full understanding of its terms, conditions, implications and after assessment of the project viability.

The complete RFP Document has been published on <https://mahatenders.gov.in> for the purpose of downloading. The downloaded RFP Document shall be considered valid for participation in the Electronic Tendering (hereinafter referred to as “e-Tendering”) Process subject to the submission of required Tender Fee and Earnest Money Deposit (hereinafter referred to as “EMD”). Concessionaires have to follow the submission process for a four-envelop (Tender Fee and EMD, Pre-Qualification Bid, Technical Bid and Commercial Bid) system on the e-Tendering Portal in order to submit their response to this RFP.

Concessionaires (through their authorized signatory) shall submit their offer online in electronic formats for pre-qualification, technical and financial proposal provided in this RFP Document. However, Tender Fees and EMD shall be paid as per the details provided in the RFP Document. Authority shall not be responsible for delay in online submission by any Concessionaire due to any reason. Hence, Concessionaires are requested to upload the complete response to the RFP Document (hereinafter referred to as “Bid”) well in advance to avoid issues like slowing down of upload speed of the e-Tendering Portal due to heavy load or any other unforeseen problems.

Bids submitted without EMD shall be treated incomplete and non-responsive and the same shall not be considered. EMD shall be discharged / returned to Unsuccessful Concessionaires within sixty (60) days from the finalization of the tender. However, for the Successful Concessionaire, EMD shall be discharged on executing the Contract and furnishing the Performance Bank Guarantee.

Concessionaire (authorised signatory) shall submit its offer for preliminary qualification, technical and financial proposal e-procurement system. However, Tender Document Fees, and Earnest Money Deposit (EMD) should be deposited as per details provided in the bid document. The bid document complete in all respect is to be submitted on or before the time of last date of submission of bid through e- procurement system. Authority will not be responsible for delay in submission due to any reason.

Design, Development, Implementation, Operation and Maintenance of Digital Full Colour LED display screens at multiple locations in Maharashtra

1.1 Fact Sheet

S. No.	Information	Details
1.	Advertising Date	14.02.2025
2.	Last date to send in requests for clarifications	05:30 pm on 21.02.2025 on the following email id: exhibition.dgipr@gmail.com
3.	Date, Time and Place of Pre-Bid conference	03:00 pm on 24.02.2025 at Directorate General of Information and Public Relation (DGIPR), Ground Floor, Main Building, Mantralaya, Madam Cama Road, Mumbai, (Maharashtra)400032
4.	Release of response to clarifications would be available at	https://mahatenders.gov.in
5.	Last date and time for submission of online and hard copy bids (Bid Due Date)	06.03.2025 upto 5:00 PM (Hard copy submission at : Directorate General of Information and Public Relation (DGIPR), Ground Floor, Main Building, Mantralaya, Madam Cama Road, Mumbai, (Maharashtra) 400032
6.	Bid Opening Date & Time	07.03.2025 at 5:00 PM
7.	Date for Presentation	To be informed
8.	Financial Bid Opening Date & Time	To be informed
9.	Address for communication and hard copy submission of documents / correspondence	Directorate General of Information and Public Relation (DGIPR), Ground Floor, Main Building, Mantralaya, Madam Cama Road, Mumbai, (Maharashtra) 400032

1.2 Other Important Information Related to Bid

S. No.	Item	Description
1	Earnest Money Deposit (EMD).	Rs. 1,00,00,000 (One Crore Only) (Government Boards/Corporation/Undertakings are exempted from Earnest Money deposit)
2	RFP document fee	Rs.10,000 (Rupees Ten Thousand Only)
3	Bid Validity Period	One-hundred-and-eighty (180) days from the date of opening of Bids.
4	Last date for furnishing Performance Bank Guarantee to Authority [By preferred Concessionaire (viz. the Concessionaire)]	Within Fifteen (15) days of the date of issue of Letter of Acceptance (LOA).
5	Performance Bank Guarantee value (Performance Bank Guarantee)	10% of CAPEX
6	Performance Bank Guarantee (PBG) validity period	PBG shall be valid till for 180 days beyond the term of the contract period of 75 months.

Design, Development, Implementation, Operation and Maintenance of Digital Full Colour LED display screens at multiple locations in Maharashtra

S. No.	Item	Description
7	Last date for signing the Agreement	7 working days following the issuance of the Letter of Acceptance. The Agreement will incorporate the most recent version of the Request for Proposal (RFP), encompassing any amendments, with both parties committing to adhere to this updated version of the RFP.

2 OVERVIEW OF AUTHORITY

2.1 About Authority

The Directorate General of Information and Public Relations (DGIPR) in Maharashtra was established to serve as the primary communication channel between the state government and the citizen. It is established to streamline information dissemination, manage public relations, and ensure effective communication regarding government policies and programs in the State of Maharashtra.

The creation of DGIPR Maharashtra is likely to originate from the need to centralize and manage information flow from the government to the public and media outlets, ensuring transparency and facilitating public awareness of government initiatives. The department is set up through administrative orders, legislation, or executive decisions taken by the State Government and plays a crucial role in maintaining public awareness and providing timely information.

The DGIPR utilizes various media platforms such as print media and social media as communication channels to disseminate information about government policies, programs, and events. It issues press releases, organizes press conferences, and maintains relations with journalists and media houses to ensure accurate and timely coverage of government activities and conducts public awareness campaigns on various social, economic, and developmental issues.

2.2 The Proposal

DGIPR hereby invites online bids for Selection of a Concessionaire for “Design, Development, Implementation, Operation and Maintenance of Digital Full Colour LED display Screens at multiple locations in Maharashtra for the contract period of five (5) years (excluding maximum fifteen months implementation/installation period). Broadly the project includes following works:

- (a) Large size LED display of 15 X 10 feet for displaying Authority information and advertisements.
- (b) Information about Authority initiatives and other information provided by Authority & also from commercial clients, within the remit of outdoor media display policies of the state.

Concessionaires are advised to study this RFP document carefully prior to submitting their bid / proposals in response to the RFP document. Submission of a proposal in response to this notice shall be deemed to have been done after a careful study and examination of this document with full understanding of its terms, conditions, implications and after assessment of the project viability.

3 PROJECT OBJECTIVE & SCOPE

3.1 Project Objective

DGIPR is committed to effectively communicate and spread awareness about campaigns to people, about various decisions, schemes, policies, programmes for public welfare. DGIPR uses various media channels to communicate this information. The primary objective is to highlight government initiatives, programs, and achievements through visually appealing media, such as hoardings, to create awareness. By doing so, DGIPR aims to foster a sense of public engagement and participation, encouraging citizens to get involved in community events, programs, and civic activities. The authority is committed to ensuring that crucial information related to government services, policies, and procedures is easily accessible to the public.

To meet its objective, Authority is envisaged to deploy Smart Digital Full Colour LED Display Panels in multiple locations shortlisted by the authority as detailed in Annexure - 1. Purpose of these Digital Full Colour LED Display Panel is to provide information to the public. Every Digital Full Colour LED Display Panel will have one display which will be used for digital advertisement, without touch screen.

3.2 Proposed Scope of work

The RFP is to engage a Concessionaire who will design, supply, install, testing, operate, and maintain Digital Full Colour LED Display Panels in shortlisted locations mentioned in (Annexure - 1) throughout the contract period.

3.2.1 Digital Full Colour LED Display Panel: these Digital Full Colour LED Display Panel having following provision:

- a) Managed remotely by an advanced, web-based management portal integrated with content management software. Some customisations may be required as per the needs of the DGIPR. The management portal is preferred to be mobile compatible as well.
- b) LED panels' enclosure should be in a protective shell made of robust weatherproof material; it could be placed outdoor so it should survive adverse weather condition. Enclosure shall start from the display level; LEDs panels shall be fixed in such a way that the visibility is maximum. Authority's logo / messages on a weatherproof sticker shall be pasted on each enclosure below LED screen as per Authority's directions.
- c) They should be able to be centrally managed and it should have enough provision for bandwidth to support all remote locations.
- d) Enhance the efficiency and competitiveness of the services provided by the administration and move towards the sustainability of cities by improving resource efficiency.
- e) DGIPR is looking for a Digital Full Colour LED display panel for quick access to public information, faster connectivity while providing a very rich information experience. It will be a comprehensive solution featuring Digital Full Colour LED display Panels and Authority and commercial client's information, within the remit of existing outdoor display policies.
- f) Designs of Digital Panel must achieve aesthetic excellence and must be compatible with a wide variety of built contexts. Designs will be evaluated on the basis of

Design, Development, Implementation, Operation and Maintenance of Digital Full Colour LED display screens at multiple locations in Maharashtra

functional efficiency, aesthetics, security, durability, adaptability for various built environments and accommodation of people with disabilities. All designs are subject to the approval of the Authority.

- g) All components of the Digital Full Colour LED Display Panel must be fabricated of high quality, durable, maintainable and weatherproof materials. To the maximum extent feasible, all surfaces of the Digital Full Colour LED Display Panel that are accessible to the public must be graffiti resistant. Wherever required, footings shall be embedded so that there are no surface plates to create a trip hazard.
- h) If any connectivity is lost, the display should have the minimum internal memory to display the last programmed content repeatedly till the connectivity gets restored.

3.3 Solution Design

The Digital Full Colour LED Display Panels Platform should bring together displays, technologies, multimedia, and collaboration into an integrated solution. The solution should allow Authority to disseminate, advertise, create awareness for public about various information/details.

The solution should consist of computing and collaboration devices, management platform, and a network infrastructure to deliver content through displays and through Digital Full Colour LED display Panels to end users in locations as specified in below mentioned in Annexure 1.

Figure below (*Fig 1*) shows indicative basic solution architecture with a Digital Full Colour LED Display Panel with Experience and should be managed by the central Manager.

Central management console will be used to remotely configure, control, and monitor Digital Full Colour LED Display Panels. Central manager should provide user management as well as real-time monitoring, live viewing of remote screen content, notification of events, and session management.

Digital Full Colour LED Display Panels computing devices should support registration in the central manager either individually or in batches. Central Manager should be accessible through a web portal with a menu-based programme. Central Manager should support Accounts creation to segregate users, devices, and policies. Users should be assigned to a particular account; they can then configure and manage the devices associated with that account. Manager should monitor Digital Full Colour LED Display Panels devices at regular intervals. The status of the devices should be collected within a period of time set by the user. Users should be notified when the status of devices in their account changes. Central manager should be able to group multiple devices in the portal as per the requirement.

Device logs should be sorted and analysed by clicking the Events tab of a device. Similarly, the device's performance should be monitored by viewing the Performance report of a device. The software should be capable to send logs to a third-party server.

A policy is a restrictive mechanism, providing the user with a tool to enforce certain behaviour. Policies represent dynamic and transportable setup rules. Policies can be persistent (long-term) or transient (short-term) and can be scheduled per Digital Full Colour LED Display Panels based on time or events.

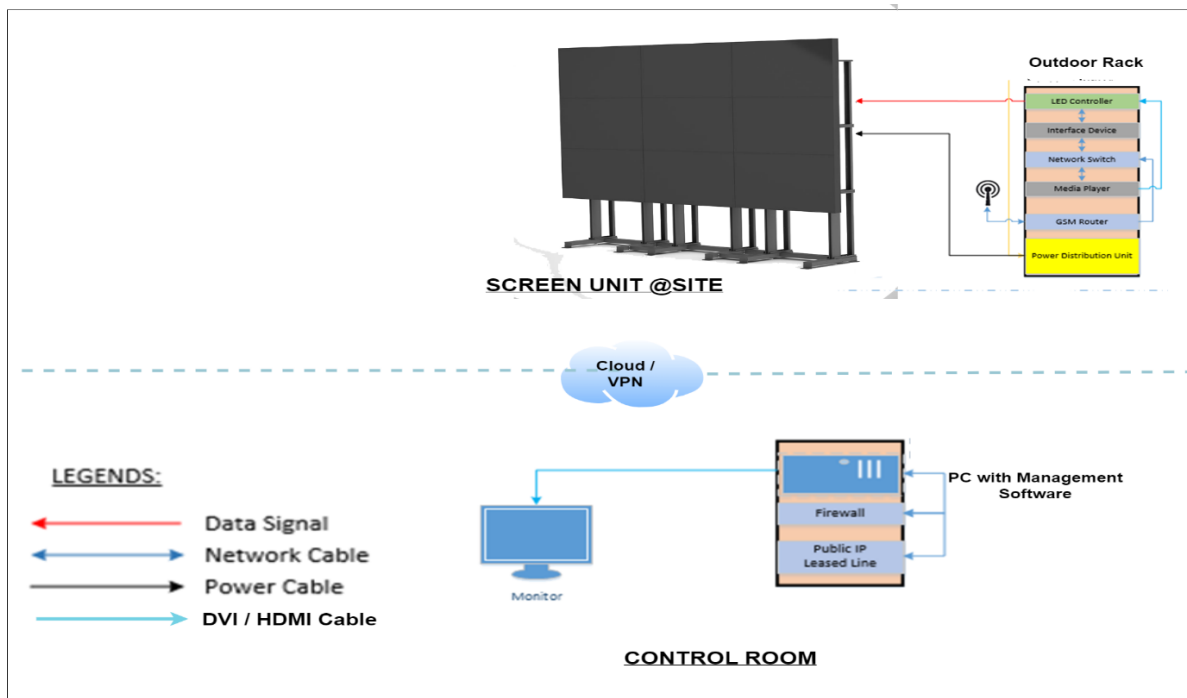
Solution capabilities:

A comprehensive Digital LED billboard solution should incorporate a range of capabilities to meet the diverse needs of advertisers, content creators, and the citizens.

Design, Development, Implementation, Operation and Maintenance of Digital Full Colour LED display screens at multiple locations in Maharashtra

- Should support management of Digital Full Colour LED display Panels from a common platform.
- Should provide user-friendly interface for scheduling, managing, and updating content. Support for various media formats (images, videos, animations, newsreels, live news, scroll, tickers, social media API feeds & PIP). Allow real-time content updates and remote management capabilities.
- Should possess remote control capabilities for adjusting display settings, troubleshooting, and monitoring of hardware status.
- Educate the user/viewer with relevant information in real time
- Increase visibility into products and services offered
- Increase revenues by providing a venue for approved third-party advertising
- Reduce costs with increased operational efficiency in customer and business processes
- Increase operational consistency by enabling reuse of existing web content
- Reduce use of management resources with remote manageability
- Reduce deployment and management timelines using policies and groups
- Improve management experience with integrated solution architecture

Conceptual Diagram - Digital information and advertisement Panels:



Above topology shows high level solution requirement where Concessionaire should plan and implement overall network which includes both cloud and Digital Full Colour LED Display Panels connectivity.

Every panel should have minimum bandwidth to support both displays and wi-fi services. The Concessionaire should also provision cloud bandwidth requirement based on the total number of such Digital Full Colour LED display Panels.

Design, Development, Implementation, Operation and Maintenance of Digital Full Colour LED display screens at multiple locations in Maharashtra

The Concessionaire should manage the content management based on Authority's requirement. The Concessionaire should plan infrastructure design as per specifications provided and should include all necessary items required for setting up of cloud and its operation. The Concessionaire should also provide and manage all necessary equipment required for the Digital Full Colour LED display Panels to operate.

Preloaded usage tracking software shall be provided with real time automatic usage/ on-off logs for application and equipment.

A) Cost for Digital LED Display Panels – Installation, commission and Go-Live (Capex)

S.NO.	SUPPLY ITEMS	UOM	QTY	Total Amount without GST (In INR)	Total Amount with GST (In INR)
1	Outdoor LED Display	No.	1		
2	LED Control System	No.	1		
3	Mechanical Structure for Mounting of LED display	No.	1		
4	SMPS & Stabilizer	No.	1		
5	Media player		1		
6	Content Management System / Software	No.	1		
7	Content Designer				
8	Power cable, rack, router, signal cables, switch, electrical wiring	No.	1		
9	Requisite Outdoor Rack for all hardware devices	No.	1		
10	Installation, Testing & Commissioning including civil work	No.	1		

B) Cost for setting up of Centralised Command Centre:

S.NO.	SUPPLY ITEMS	UOM	QTY	Total Amount without GST (In INR)	Total Amount with GST (In INR)
1	Desktop with Monitor (42")	No.	1		
2	Desktop with Monitor (21")	No.	6		
3	Management Software for centralized management	No.	1		

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	and monitoring of all screens				
4	Indoor rack	No.	1		
5	Operators (over 2 shifts)	No.	8		
6	Installation, Testing & Commissioning including civil work	No.	1		
7	Application & Data Server	No.	2		
8	Room with furniture for command centre	No.	1		

3.4 Project Engagement Model

- RFP consists of key locations as mentioned in Annexure - 1 in its scope of work.
- In case of any emergency (fire, earthquake, cyclone, COVID guidelines, etc), digital signage can present life-saving information like locating the quickest escape path or finding shelter instructions.
- Minimum 15% of the screentime will be dedicated to Govt. supplied content, to aid towards CAPEX recovery by reducing DGIPR spending. Any screentime above this if required by DGIPR will incur additional costs as per the billing process.
- The revenue sharing with DGIPR is will not be less than 17.5%, which will be paid to authority quarterly.
- Any operational cost incurred post the setup of the entire architecture will be borne by the concessioner.
- The Concessionaire is restricted from displaying the certain types of prohibited private ads, including obscene advertisements, ads related to tobacco/liquor consumption & such other item as prohibited by law
- The Concessionaire must submit quarterly financial reports and allow the government to conduct audits.
- All the assets created for this project will be owned by DGIPR including all hardware and software, across all locations and the Network Operation Center.
- The Concessionaire is advised to use the LED screens for public service announcements, emergency messaging, and social campaigns without any additional cost to DGIPR, during the allocated duration.

3.5 Implementation stage:

Implementation of Digital Full Colour LED Display Panels solution is as follows :

- i. Within 15 days from the date of signing of agreement, the Concessionaire shall submit the detailed design and execution Plan.
- ii. Within 15 (fifteen) months from the date of signing of agreement, the Concessionaire shall complete installation and commission all digital screen panels as per scope defined in this RFP document.

3.6 Operation and Maintenance Stage:

- a) Total Contract period is 75 months from the date of signing of agreement. This includes fifteen months of implementation/ installation period.

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- b) The Concessionaire shall operate, maintain, and manage all these Digital Full Colour LED Display Panels throughout contract period in accordance with this RFP document.

3.7 Authority Responsibilities

- 3.7.1 Minimum space required for deployment and successful installation of Digital Full Colour LED Display Panels, Switches, Routers, etc. for scope of work defined in this RFP document will be provided free of cost by Authority. However, any Civil / Electrical work required will be the responsibility of the Concessionaire at their cost.
- 3.7.2 Authority will provide built-up space for setting up of Central Control Centre within Authority area, free of Cost, subject to availability of space. Such space shall not be used by the Concessionaire for any other purpose. Authority reserves the right to such space for any other purpose as required. In addition to it, Concessionaire must also have a secondary Central Control Center and Network Control Center at their regional office, which will also serve business continuity plan.
- 3.7.3 At the end of the contract period, all rights given to the Concessionaire shall be terminated automatically.
- 3.7.4 Authority shall provide single window clearance, where Authority has full control and jurisdiction, to the Concessionaire for the purpose of this RFP document.
- 3.7.5 Authority shall provide power/electricity source at the location of the digital LED system, from which concessionaire will source the power through appropriate cabling to the device. The concessionaire is responsible for covering the costs of electricity and any additional arrangements throughout the duration of the contract.

3.8 Concessionaire Responsibilities

The Responsibilities of the Concessionaire throughout the contract period shall be as indicated under this RFP document, including:

- 3.8.1 Design, develop, supply, install, testing, manage, operate and maintain these Digital Full Colour LED display Screens as defined under this RFP, as per the Service Level Agreement (SLA) throughout the contract period. Penalty will be imposed as per SLA in the Penalty Clause of this RFP document for non-adherence of the terms and conditions of the RFP. If the service level dips below the minimum benchmark, it will be treated as an Event of Default by the Concessionaire and Authority may terminate the agreement as defined in RFP document.
- 3.8.2 Concessionaire shall obtain necessary permission in writing, for use of right of way (ROW) for deployment and successful installation of Digital Full Colour LED Display Screens, network connectivity with the nearby available fiber network, or any other equipment for exclusive usage for any work covered under this RFP document. Any other requisite permissions for setup, deployment and successful installation and implementation of Digital Full Colour LED Display Screens would be in the scope of the Concessionaire.
- 3.8.3 Concessionaire shall provide metered Electric connection up to the place of fixing of Digital Full Colour LED display Screens. Concessionaire will bear the cost of electric cable and road restoration charges. Concessionaire will also bear the charges of electric meter and monthly electric bill as per applicable rates.
- 3.8.4 The Concessionaire shall provide connectivity (electrical, network, etc.) to all devices / equipments, required for this project, Central Command Centre, built / installed under this RFP document, and running, maintenance, operation & management cost of these

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devices / equipment throughout the contract period. The Concessionaire will be responsible for all civil, electrical, deployment and successful installation work related to network connectivity, power supply extensions to devices, installation of devices and equipment, and any other networking, communication, and infrastructure requirements related to any work under this RFP document.

- 3.8.5 Watch and ward of the assets / services created in this project. The Concessionaire must replace the material(s) / equipment(s) / device(s) in case of any theft or loss due to any other reasons, which affects the services / assets under this project with no additional cost to the department. The Concessionaire may take comprehensive insurance of the project items.
- 3.8.6 To provide MPLS / FTTH / broadband connection at each of the Digital Full Colour LED Display Panel and at Central Control centre to update the digital contents on real time basis or as and when required, Internet connectivity for information panels; and data on demand basis, online to the Central Control Centre in Authority area throughout the contract period of project, at his cost.
- 3.8.7 Erect suitable structures at its own cost for deployment and successful installation of digital LED information panels as per design approved by Authority. These structures shall be of MS steel or any suitable material, and aesthetically designed and structurally stable. The Concessionaire shall also indemnify Authority for any damage to property or life due to such structures. The liability of the Concessionaire to indemnify shall arise only if the damage is attributable to the lapse on the part of the Concessionaire.
- 3.8.8 Provide adequate battery bank to ensure uninterrupted power supply to LED screens, all hardware (equipment, devices, etc.) covered under this RFP document.
- 3.8.9 All physical assets created under this RFP as per Bill of Quantity (BoQ), will be the property of Authority and shall be handed over by the Concessionaire at the end of contract period or at termination of the contract period, whichever is earlier, and the Concessionaire will not have any legal right on these assets.
- 3.8.10 At the end of the contract period of 75 months, the Concessionaire has to hand over all physical assets created under this project to the Authority in proper working condition. In case of any deficiency noticed at the time of such handing over, the Concessionaire has to get it rectified at his own cost within 15 days of such handing-over, otherwise, Authority will get it rectified at the risk and cost of the Concessionaire. Performance guarantee of Concessionaire will be released only after successful handing over of all physical assets in working condition to Authority.
- 3.8.11 Any damage to other services arising due to installation or execution or repair or maintenance work by the Concessionaire, shall have to be made good by the Concessionaire within 72 hours of such damage, failing which Authority has right to get it done at the risk and cost of the Concessionaire and in such case, Authority will charge double of the cost incurred on making it good from the Concessionaire.
- 3.8.12 The Concessionaire, at the request of the Authority, shall be required to remove Digital Full Colour LED display screens which interfere with the construction, maintenance or repairs of public utilities, public works or public improvements. At the request of the Authority, Digital Full Colour LED display screens so removed must be reinstalled when construction, maintenance, or repairs are completed or relocated to sites approved by the Authority. The Concessionaire has to bear the cost of re-location upto 10 units per year to address security concerns. The Authority will bear the cost of re-location of such units over and above 10 units during the project. Authority reserves the right to verify the cost of re-location of these units from any third party as deemed fit by the Authority. The replacement locations will be confined to the location mutually agreed in between

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Authority and the Concessionaire, after considering the location of existing installation that is being removed. In both of the above cases, the Concessionaire shall bear the cost of re- location upto maximum of 30 units during the entire contract period.

- 3.8.13 Concessionaire to deposit PBG / FDR / DD of 10% of TCV as a refundable security deposit with the Authority, which will be released within three months from the date of end of contract period, only upon successful completion of the work, settlement of all dues (unless the said amount is forfeited for any breach of contract) and peaceful handover of the physical assets and that the said Security Deposit shall not carry any interest.
- 3.8.14 The Concessionaire shall apply for Right of way (ROW) and other requisite permissions to the concerned, in one-month advance, showing its requirements, layout plan for services to be laid, plan for restoration with timelines. Authority will get it approved as per feasibility at site. The final location / route will be decided / approved by Authority keeping in view the requirements of the Concessionaire and the site conditions. As such, any instructions / policy of Authority, Government of Maharashtra and Government of India etc issued from time to time will be applicable on the Concessionaire.
- 3.8.15 Restoration of damaged portion will be done by the Concessionaire to its original shape with same quality material at its own cost as per plan approved by Authority or within 15 days from the date of the damage. Restoration has to be done with equivalent specifications provided by Authority so that after restoration the aesthetics and purpose of use will not compromise.
- 3.8.16 In case, the Concessionaire fails to restore the damage within the stipulated time the Authority has right to get it restored at the risk and cost of the Concessionaire, and in such case, Authority will charge 1.5 times of the cost incurred on rectifying it, from the Concessionaire.
- 3.8.17 The Concessionaire shall take metered electricity for Digital Full Colour LED display Screens, and all equipments related to it and for all equipment installed in Central Control Centre. The Concessionaire will bear the cost of electricity consumed for all such devices as per commercial tariff applicable from time to time.
- 3.8.18 At the time of completion of implementation period (i.e. fifteen months from the date of signing of agreement), the Concessionaire shall inform the Authority in writing for the same along with a list of all the assets (details of equipment including serial number, software's, services etc.) deployed during the implementation period under this RFP document, including their costs. The Concessionaire shall update such assets list on yearly basis throughout the contract period.
- 3.8.19 The Concessionaire shall bear any pecuniary damage arising from the loss or theft of assets created under this project. The Concessionaire is also responsible for the settlement of disputes, if any, including those in a Court of Law, and must follow all instructions and guidelines issued by the State Police, statutory rules and regulations, and the Authority to prevent misuse by anti-social elements, terrorists, etc.
- 3.8.20 All advertisements displayed on such panel, throughout the contract period, shall be in accordance with the Advertisement Policy of Authority, as amended from time to time. It is the responsibility of Concessionaire to adhere to all the guidelines regarding advertisements. Concessionaire will be responsible for any deviation from the same.
- 3.8.21 The Concessionaire shall undertake all necessary measures to ensure cybersecurity and protect the information and communication technology (ICT) systems of this project from cyber-attacks. These attacks include purposeful attempts by unauthorized persons to access ICT systems to commit theft, disturbances, damage, or other illegal actions. The Concessionaire will be responsible for detecting, analyzing, and mitigating

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vulnerabilities, and protecting the Central Control Centre, including the Data Centre, from cyber-attacks throughout the contract period. The Concessionaire must arrange the network connectivity between the centralized data center and the Digital Full Colour LED display Panel either through point-to-point connectivity or an internet connection. The Concessionaire shall also arrange the necessary hardware and software for cybersecurity.

Upon project completion, the Concessionaire shall perform a security audit of the entire infrastructure, including software, from a certified third-party authority. The project will not be considered fully operational without this audit. Additionally, an annual security audit of all cloud systems must be conducted by a certified third-party cybersecurity firm, with the cost to be borne by the Concessionaire.

The Concessionaire shall ensure it has the necessary resources and capabilities to meet these cybersecurity requirements and shall seek assistance from the Information & Technology Cell of the State Government if needed. In the event of hacking or any consequential loss, the Concessionaire will bear the full burden of such losses. The Concessionaire is also liable for ensuring data protection and will be held responsible for any breaches in data security.

- 3.8.22 The Concessionaire will provide necessary support, data and other required information for integration of this solution with Central Command and Control Centre of Authority, as and when such Command and Control Centre will be set-up by the Authority by itself or through any other Concessionaire.
- 3.8.23 Maintenance by the Concessionaire of the Digital Full Colour LED Display Screen shall be in accordance with applicable laws and include inspecting, cleaning and removing graffiti from the Digital Full Colour LED Display Screen on at least two non-consecutive days each week, preventive maintenance and prompt repairs. The sidewalk immediately adjacent to the Digital Full Colour LED display screens shall be maintained in its proper condition or, if necessary, restored at the Concessionaire's sole expense.
- 3.8.24 The Concessionaire will not install / Anchor these LED Display Screen from the side walls. These screens will only be installed by fixing it with the existing floor.
- 3.8.25 Content Management:
- i. Integrate a robust content moderation system within the Digital Full Colour LED display Screens platform to ensure adherence to content guidelines.
 - ii. Employ both automated tools and manual review processes to screen content for appropriateness before display.
 - iii. Implement a zero-tolerance policy for inappropriate content and establish clear guidelines for acceptable content criteria.
 - iv. Regularly update the moderation process and criteria to stay abreast of evolving standards and mitigate risks associated with inappropriate content exposure
 - v. Establish efficient communication channels between DGIPR and the Concessionaire responsible for content management to streamline content submission and approval processes.
 - vi. Prioritize urgent requests or time-sensitive content updates with shorter turnaround times to ensure timely dissemination of critical information.
 - vii. Implement a tracking system to monitor the status of content requests and provide regular updates to DGIPR on the progress of content uploads and changes.
- 3.8.26 Training and Handover

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- i. The Concessionaire needs to provide free trainings, on system/application administration, configuration, and entire operations of the proposed solution.
- ii. Training must be provided in all functional areas and should be of sufficient duration – to the User’s satisfaction.
- iii. Concessionaire will be responsible to develop training and reference materials for all the functionalities.
- iv. Training materials should comprehensively cover all graphs, processes flows, detailed user manuals, SOPs, and other documentation.
- v. All trainings must be provided by the Concessionaire at no extra cost during the implementation phase.
- vi. The Concessionaire is required to provide shadowing and support for 2-3 months at the end of the contract for smooth transition
- vii. Product Certification training shall be provided by the Concessionaire mandatorily.
- viii. Training should be of vendor/OEM certification level standard on the delivered solution with certification training materials.

3.8.27 Maintenance and Support:

The Concessionaire responsible for maintaining the Digital Full Colour LED display Screens must ensure a minimum uptime of 84% for every screen per annum. Failure to meet this threshold will result in penalties deducted from the monthly deliverable milestone payment according to the specified table below:

Sr. No.	Uptime SLA (Quarterly)	Penalty Clause
1	Uptime up to 90%	No Deduction
2	Between 90% to 89%	Rs. 0.50 Lakh
3	Between 89 % to 88%	Rs. 1.00 Lakh
4	Between 88% to 87%	Rs. 1.50 Lakh
5	Between 87% to 86%	Rs. 2.00 Lakh
6	Between 86% to 85%	Rs. 2.50 Lakh
7	Between 85% to 84%	Rs. 3.00 Lakh
8	Below 84%	Not acceptable. AUTHORITY can terminate the Agreement if breached for more than 10% of installed screens.

3.8.28 Security and Compliance:

- i. The Concessionaire should conduct periodic security audits.
- ii. The Concessionaire must develop a comprehensive Disaster Recovery Plan (DRP) to ensure the rapid restoration of operations in the event of unexpected disruptions.
 - a. The DRP should include detailed procedures for data backup, system restoration, and infrastructure recovery to minimize downtime and mitigate the impact of disasters such as natural calamities, cyber-attacks, or hardware failures.
 - b. Regular testing and rehearsal of the DRP are essential to identify vulnerabilities, refine procedures, and ensure readiness to execute the plan effectively during emergencies.
- iii. Business Continuity Plan (BCP):

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- a. In conjunction with the DRP, the Concessionaire should implement a Business Continuity Plan (BCP) to maintain essential business functions and services during disruptions.
- b. The BCP should outline strategies for alternative operational processes, resource allocation, and communication protocols to sustain critical operations and minimize disruptions to service delivery.
- c. Key personnel roles and responsibilities should be clearly defined in the BCP, along with escalation procedures and lines of communication to facilitate timely decision-making and response coordination.

3.8.29 Innovation and improvements:

- i. The Concessionaire must provide regular insights and analytics reports to DGIPR.

3.9 Technical Specifications:

Digital Full Colour Display Panel Specification

S.No.	Parameters	Specification
1	Display Size	15.7F x 9.4 F (+/- 2%)
2	Pixel Pitch	4.81
3	LED Type	SMD 3-in-1 LED Type
4	Pixel Density	43264 pix/sq-mtr
5	Bonding wire	Copper wire
6	Cabinet type	Aluminum die cast
7	Service Access	Rear Access
8	Ingress Protection	IP65
9	Module Dimension	250x250
10	Display Dimensions (WxH)mtr	4.5 x 3
11	Display Area	13.05
12	Cabinet Dimensions	500 x 1000
13	Single Dot Color Calibration	Available
14	Single Dot Brightness Calibration	Available
15	Brightness	5500-6000 nits
16	Viewing Angle	140*140
17	Data Processing	16 Bit
18	Contrast	6000:1
19	Colours	Upto 281 Trillion
20	Refresh	1920-3840Hz
21	Drive Mode	Constant Current Drive
22	Frame Rate (Hz)	60Hz
23	Brightness/Color Uniformity	≥97%
24	Input Voltage	100-240V AC, 50/60Hz
25	Max Power Consumption	700 W/m2 or lower
26	Temperature Range	operating -20° to 60°

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27	Humidity	10 to 90%
28	Storage Temperature	operating -10° to 55°
29	storage Humidity	0-90%
LED Control System		
Signal Input	DVI/ HDMI	
Signal Output	RJ45	
Input Voltage	100~240 VAC	
Video	At least should support MPEG-4,MOV	
Image	JPEG, PNG, BMP	
Text	Multiple fonts, Speeds, colors	
Internet	HTML, RSS newsfeeds	
Content Manager	To be able to create playlists and send them over the network to media players or more for playout based on schedule and sequencing.	
Content Management	Design simplified user interfaces	
Complete solution (outdoor LED display, LED control System, PDU should be from same OEM/Brand for smooth integration to avoid issues at the implementation stage .)		

Mechanical Structure for Mounting of LED Walls

Material	MS/Aluminium Extrusion should be used to for the structure to mount the LED walls to ensure precision installation.
Brackets	Brackets to fasten the MS/Aluminium extrusion to be made of MS with powder coating
Structure Size	15.7x9.4 Feet (+/- 2%)

Power Distribution Unit

Power Distribution Unit	A Power Distribution Unit to be provided to provide power to the LED walls.
Cable points	Cable entry and exit points should be provided
Mounting	Should be possible to mount the rack on a wall

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AC input	100~ 230 Volt AC
AC output	As per the LED display requirement
AC Power Load Max	As per LED display requirements
AC power Load Max Each output	As per the LED display requirement
Surge protection	Class C

Media player

Parameter	Specifications
Media Player with built in Playout software	Of reputed manufacturers
Processor	Intel/Other High End
OS	Latest Windows
Internal drive	8GB or more
Output	HDMI/Display Port for Graphics
Video	Major Video Formats to be supported
Image	JPEG, PNG, BMP, GIF
Text	Multiple fonts, Speeds, colors, animations
Internet	HTML, RSS newsfeeds
Others	1 or more
Video Zones	
Network	Ethernet 1000/100/10 (RJ45)

Desktop with Monitor for Central Location

Make/Model	
Parameter	Specification
Processor Make	Intel/AMD

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Processor Generation Intel core i5 processor, 10th Generation or higher /	Processor Generation Intel core i7 processor, 10th Generation or higher / AMD Ryzen 7 processor, Minimum 6 cores, 2.6 GHz base frequency
Memory 8 GB DDR4 SDRAM @ 2666 MHz or higher Expandable	Memory 8 GB DDR4 SDRAM @ 2666 MHz or higher Expandable
SSD	1 TB
Keyboard USB	Keyboard USB - Membrane Keyboard
Mouse USB	Mouse USB - Optical Mouse
Monitor	42" Curved Display or More
Pre-loaded Operating System & Antivirus	Windows 11 Professional (pre-installed) along with the necessary license key
Pre-loaded Software	Management software

Management Software

Sr. No	Function Requirement Specification	Compliance (Yes/No)
1	Password protected access control with possibilities to allocate roles and responsibilities matrix	
2	Central Control Software allows controlling multiple screens from one console	
3	Capable of controlling and displaying messages on screen boards as individual/group.	
4	Capable of controlling and displaying multiple font types with flexible size and picture sizes suitable as per the size of the screen.	
5	Capable of controlling brightness & contrast through software.	
6	Real-time log facility – log file documenting the actual sequence of display to be available at central control system.	
7	Multilevel event log with time & date stamp	
8	Location of each screen will be plotted on GIS Map with their functioning status which can be automatically updated.	
9	Report generation facility for individual/group/all screens with date and time which includes summary of messages, dynamic changes, fault/repair report and system accessed logs, link breakage logs, down time reports or any other customized report.	

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10	Configurable scheduler on date/day of week basis for transmitting pre-programmed message to any screen unit.	
11	Rights to different modules / Sub-Modules / Functionalities should be role based and proper log report should be maintained by the system for such access	
12	Platform should be capable of handling analytical data such as audience details etc.	
13	It should be capable of handling and scheduling multi-day campaigns.	
14	It should provide real-time updates	
15	The platform should allow content to be reviewed and approved before publishing	
16	The platform should be capable to run on an online/offline approach to use minimal internet and still gives maximum output	
17	It should be capable of handling multiple types of input files – JPEG, MPG, other image and video formats	
18	All the data transfers are encrypted by 256 hashing which is widely used in blockchains lately	
19	The platform should have compression and decomposition technology makes data transfer more secure and reduces internet consumption	
20	Facility to export reports to excel and PDF formats.	
21	All Screens shall be connected/configured to ICCC for remote monitoring through network for two-way communication between screen and control Room to check system failure, power failure & link breakage.	
22	Remote Diagnostics to allow identifying failure up to the level of failed individual LED.	
23	In the event of central server failure, each of the SMART display boards should be individually capable of continuous & uninterrupted display as per last configuration thereby ensuring continuous operation	

Note:

- 1. The specifications mentioned in the RFP are minimum specifications. Concessionaire can propose higher specifications.**
- 2. The Concessionaire has to mention the make and model number of the product offered.**

4 INSTRUCTIONS TO THE CONCESSIONAIRES

This section includes all the important information related to RFP document required to bid for this project.

A. GENERAL

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4.1 General Information and Guidelines

- 4.1.1 Authority invites online bids to this Request for Proposals (“**RFP document**”) from eligible Concessionaires as per the scope of work defined in this RFP document. RFP document means this RFP document, Concessionaire Agreement, supporting annexure / appendices / formats etc., any addenda to this RFP document and all other such documents.
- 4.1.2 Any contract that may result from this bidding process will be effective from the date of Signing of the contract Agreement and shall, unless terminated earlier in accordance with its terms, continue for a period of nine years from the date of handing over of the sites. The 75 months contract period consists of “Implementation Period” of fifteen months and “Operation & Maintenance Period” of 60 months proposed solution under this RFP.
- 4.1.3 The assumptions, assessments, statements and information provided in this RFP document is for the assistance to the Concessionaires who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. The Concessionaire shall visit the site and examine the project in detail for execution of the work and deployment of equipment. Nothing contained in this RFP document shall be binding on the Authority nor confer any right on the Concessionaires, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the RFP document.
- 4.1.4 Concessionaires may carry out Project Site visits / inspections / testing at their own cost.
- 4.1.5 Concessionaire has to ensure that the farmers / general public / visitors are not hindered in any manner while survey, execution, operations and maintenance of the project.
- 4.1.6 All information supplied by Concessionaires may be treated as contractually binding on the Concessionaires on successful award of the assignment by Authority on the basis of this RFP document.
- 4.1.7 No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract Agreement has been executed by or on behalf of Authority. Any notification of Preferred Concessionaire status (including issue of a Letter of Acceptance) by Authority shall not give rise to any enforceable rights by the Concessionaire. Authority may cancel this public procurement at any time prior to a formal written contract Agreement being executed by or on behalf of Authority.
- 4.1.8 This RFP document supersedes and replaces any previous public documentation and communication. Concessionaires should place no reliance on such communications.
- 4.1.9 The Bid should be furnished clearly indicating the bid amount in both figures and words, in Indian Rupees, and signed by the Concessionaire’s authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 4.1.10 The Concessionaire shall deposit an Earnest Money Deposit (EMD) of Rs.1 Crore (Rupees One Crore only) in accordance with the provisions of this RFP document. The Concessionaire has the option to provide the EMD either as a Demand Draft / Pay order / Bankers Cheque / FDR / TDR in favour of “Directorate General of Information & Public Relations (DGIPR), Mumbai” Payable at Mumbai, Maharashtra or in the form of a Bank Guarantee acceptable to the Authority, as per format at Annexure-5.
- 4.1.11 The validity period of the Bank Guarantee shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Concessionaire. Where a demand draft is provided, its validity shall not be less than 180

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(one hundred and eighty) days from the Bid Due Date, for the purposes of encashment by the Authority. The Bid shall be summarily rejected if it is not accompanied by the Earnest Money Deposit (EMD). The EMD shall be refundable no later than 60 (sixty) days from the date of issuance of Letter of Acceptance to the Preferred Concessionaire except in the case of the Preferred Concessionaire whose Bid Security shall be retained till it has provided a Performance Security under the contract Agreement.

- 4.1.12 No Concessionaire shall submit more than one Application for the Project. A Concessionaire applying individually shall not be entitled to submit another Application, through any mean or affiliations
- 4.1.13 The Concessionaire should submit a Power of Attorney authorising the signatory of the Application to commit the Concessionaire.
- 4.1.14 If for any reason, any area in whole or part is not available for work, the agreed execution schedule shall be suitably modified. However, under no circumstances the Concessionaire shall be entitled to any relaxation, whatsoever, on this ground and he shall re-organise his resources to suit the modified schedule.
- 4.1.15 The Concessionaire shall abide by and comply with all the Applicable Laws and statutory requirements, including Minimum Wages Act 1948, Payment of Wages Act 1936, Contract Labour (Regulation & Abolition) Act 1970, Employees' Provident Funds and Miscellaneous Provisions Act 1952, etc.
- 4.1.16 The project cost on the part of the Concessionaire would include the cost of hardware, software, civil, electrical works, manpower, other costs and the recurring annual costs associated with operation and maintenance of these facilities as per the scope of the work defined in the RFP document.
- 4.1.17 Organisational Structure during Implementation and Operation: The Concessionaire shall submit its proposed organisational structure during implementation, operation and maintenance stages commensurate with targeted Project Completion Schedule, which will form the basis of Employment Schedule. The Concessionaire shall also enclose CVs of the key persons including tasks assigned to them.
- 4.1.18 The Concessionaire shall be responsible for the operations and maintenance as per the terms set out in the RFP document.
- 4.1.19 If during the course of execution of the project any minor revisions to the work requirements like technical specifications, equipment sizing, etc. are to be made to meet the goals of the project, such changes shall be carried out without any cost. The quantities of hardware and software items as mentioned in this RFP document are indicative with mutually agreed between concessionaire and authority.
- 4.1.20 An Concessionaire shall be liable for disqualification and forfeiture of Earnest Money Deposit if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Concessionaire, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project during the Bidding Process or subsequent to the (i) issue of the Letter of Acceptance or (ii) execution of the contract Agreement. In the event any such adviser is engaged by the Preferred Concessionaire or Concessionaire, as the case may be, after issue of the incidental to Project, then notwithstanding anything to the contrary contained herein or in the Letter of Acceptance or the contract Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Earnest Money Deposit or Performance Security, as the case may be, which the Authority may have there under or otherwise, the Letter of Acceptance or the Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Preferred Concessionaire or Concessionaire for the same. For the

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avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Concessionaire or its Member in the past but its assignment expired or was terminated prior to the Application Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the project.

4.2 Change in Ownership

- 4.2.1 By submitting the Bid, the Concessionaire acknowledges that the Concessionaire, at any point of time throughout the contract period, cannot assign or delegate its rights, duties or obligations under the Agreement. The Concessionaire at any given point of time, cannot assign or delegate its rights, duties or obligations under the Agreement except with prior written consent of the Authority. In such case, substitute member shall be of at least equal, in terms of Technical Capacity and / or Financial Capacity, as the case may be, to the Concessionaire who is sought to be substituted and the modified member shall continue to meet the pre-qualification and short-listing criteria for Concessionaires. The Concessionaire will remain responsible for successful delivery of the project at all times throughout the contract period. The Concessionaire further acknowledges and agrees that the aforesaid obligation shall be the minimum and shall be in addition to such other obligations as may be contained in the RFP document / Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the RFP document / Agreement, be deemed to be a breach of the RFP document / Agreement and dealt with as such there under.
- 4.2.2 By submitting the Bid, the Concessionaire shall be deemed to have acknowledged and agreed that in the event of a change in control of a Concessionaire or an Associate whose Technical Capacity and / or Financial Capacity was taken into consideration for the purposes of qualification under and in accordance with the RFP document, the Concessionaire shall be deemed to have knowledge of the same and shall be required to inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Concessionaire or withdraw the letter of agreement from the Selected Concessionaire, as the case may be. In the event such change in control occurs after signing of the Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed to be a breach of the Agreement, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Agreement, the Authority shall be entitled to forfeit and appropriate the Earnest Money Deposit or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the RFP document and / or the Agreement or otherwise.

4.3 Cost of Bidding

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

4.4 Site visit and verification of information

- 4.4.1 Concessionaires are encouraged to submit their respective Bids after visiting the Project site and ascertaining themselves about the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site,

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handling and storage of materials, weather data, Applicable Laws and regulations, and any other matter considered relevant by them.

4.4.2 It shall be deemed that by submitting a Bid, the Concessionaire has:

- i. made a complete and careful examination of this RFP Document and unconditionally and irrevocably accepted the terms thereof;
- ii. received all relevant information requested from the Authority;
- iii. made a complete and careful examination of the various aspects of the Project including but not limited to:
 - a) existing facilities and structures;
 - b) conditions of the access roads, street light poles and utilities, buildings in the vicinity of the Project Site;
 - c) conditions affecting transportation, access, disposal, handling and storage of materials;
 - d) all other matters that might affect the Concessionaire's performance under this RFP document;
- iv. accepted the risk of inadequacy, error or mistake in the information provided in the RFP document furnished by or on behalf of the Authority relating to any of the matters referred to in this RFP document;
- v. satisfied itself about all matters, things and information, including matters referred to in Clause 4.4.1 hereinabove, necessary and required for submitting an informed Bid, execution of the Project in accordance with this RFP Document and performance of all of its obligations there under;
- vi. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in this RFP Document or ignorance of any of the matters referred to in Clause 4.4.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Agreement by the Concessionaire;
- vii. acknowledged that it does not have a Conflict of Interest; and
- viii. agreed to be bound by the undertakings provided by it under and in terms thereof.

4.4.3 The authority shall ensure that the execution of the contract is not hampered on account of lack of inputs by the authority. In the event the execution or efficacy of execution of contract is hampered on account omission on the part of the authority, the agent shall within 14 days from noticing such omission shall address a written requisition to the Authority and the authority shall respond to such requisition within seven days from receipt of the requisition; failing which the agent shall not be liable for any consequence(s) that are attributable to such omission on the part of the authority..

4.5 Verification and Disqualification

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

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4.5.2 The Authority reserves the right to reject any Bid and appropriate the Earnest Money Deposit if:

- a) at any time, a material misrepresentation is made or uncovered, or
- b) the Concessionaire does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid, or
- c) any act or omission of the Concessionaire results in violation of or non-compliance with this RFP document or any Applicable Laws (Clause 8.8).

Such misrepresentation / improper response shall lead to the disqualification of the Concessionaire.. If such disqualification / rejection occurs after the Bids have been opened and the Preferred Concessionaire gets disqualified / rejected, then the Authority reserves the right to take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

4.5.3 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence, thereby granted by the Authority, that one or more of the qualification conditions have not been met by the Concessionaire, or the Concessionaire has made material misrepresentation or has given any materially incorrect or false information, the Concessionaire shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the Letter of Acceptance or entering into of the Agreement, and if the Preferred Concessionaire has already been issued the Letter of Acceptance or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP document, be liable to be terminated, by a communication in writing by the Authority to the Preferred Concessionaire or the Concessionaire, as the case may be, without the Authority being liable in any manner whatsoever to the Preferred Concessionaire or Concessionaire. In such an event, the Authority shall be entitled to forfeit and appropriate the Earnest Money Deposit or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the RFP document and / or the Agreement, or otherwise. However, an opportunity of hearing would be held before taking any action to the prejudice of the concessionaire

B. DOCUMENT

4.6 Contents of the RFP Document

4.6.1 This RFP document comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 4.8.

Disclaimer

1 Invitation for proposal

2 Overview of authority

3 Project objective & scope

4 Instructions to the Concessionaires

5 Evaluation of bids

6 Appointment of Concessionaire

7 Fraud and corrupt practices

8 Miscellaneous

9 Punitive clause

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- 10 Force majeure
- 11 Events of default and termination
- 12 Dispute resolution
- 13 Liquidated damages
- 14 Exit management schedule

Annexures:

- Annexure - 1 : Details of locations of Digital Full Colour LED Display Panels
- Annexure - 2 : General Information about the Concessionaire
- Annexure - 3 : No Barring Certificate
- Annexure - 4 : Format for Financial Capacity
- Annexure - 5 : Format of Bank Guarantee
- Annexure - 6 : Pre-contract Integrity Pact
- Annexure - 7 : Power of Attorney for signing of Application
- Annexure - 8 : Statement of Legal Capacity
- Annexure - 9 : No Deviation Certificate
- Annexure - 10 : Format for Financial Bid
- Annexure – 11: Format for performance bank guarantee

4.7 Clarifications

- 4.7.1 Concessionaires requiring any clarification on the RFP document may notify the Authority in writing by speed post / courier / special messenger and by e-mail and should send in their queries so as to reach the officer designated in Clause 1.2 by the date specified in Clause 1.5 (Key Events and Dates). Authority shall endeavour to respond to the queries within the period specified therein, but no later than 7 (seven) days prior to the Bid Due Date / extended Bid due date (whichever is later). The responses will be sent by e-mail. The Authority will upload clarifications, if any, on Government of Maharashtra website <https://mahatenders.gov.in>. The envelopes / communication shall clearly bear the following identification / title:

“Queries / Request for Additional Information : RFP for Digital Full Colour LED Display Panels.”

Queries may be sent on the following email id before the last date to send in requests for clarifications:

exhibition.dgipr@gmail.com

- 4.7.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Concessionaire, within a certain stipulated period.
- 4.7.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Concessionaires through its website. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFP document. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

4.8 Modification in the RFP Document

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- 4.8.1 At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Concessionaire, modify the RFP document by the issuance of Addendum.
- 4.8.2 Any Addendum / clarification issued hereunder will be in writing and will be published on the Government of Maharashtra website <https://mahatenders.gov.in> to make it accessible to all Concessionaires and shall be deemed to be a part of this RFP document.
- 4.8.3 In order to afford the Concessionaires a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

C. PREPARATION AND SUBMISSION OF BIDS

4.9 Format and Signing of Bid

- 4.9.1 Concessionaires who wish to participate in this proposal will have to register on e-procurement system of Government of Maharashtra <https://mahatenders.gov.in> to participate in online proposals, Concessionaires will have to procure Digital Signature Certificate (Type II or Type III) as per Information Technology Act, 2000 using which they can sign their electronic bids. Concessionaires may contact the Authority for further assistance. Concessionaires who already have a Valid Digital Certificate need not procure a new digital certificate. Before electronic submission of proposal, it should be ensured that all the proposal papers including conditions of contract are read, understood by the Concessionaire. The uploaded document of the bid shall contain no alteration, or additions, unless notified. In case, the Concessionaire makes addition and / or correction, the provision written in the original document, read with the addendum or corrigendum issued shall prevail. However, scanned copy or proposals technical eligibility document and financial eligibility documents and all original papers related to Bank Guarantee, Power Attorney etc. should be uploaded with the technical bid. The Concessionaire shall provide all the information sought under this RFP document. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects.
- 4.9.2 The Bid shall be typed or written in indelible ink and signed by the authorised signatory of the Concessionaire who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.
- Concessionaire shall submit their offer only in online electronic format both for technical and financial proposal and all documents should be digitally signed. However, scanned copy of Proposal fees, EMD and all original papers related to Bank guarantee, power of attorney etc. as mentioned in Table 5.2.3 & 5.3.2 should be uploaded along with the technical bid.
- 4.9.3 It is expected that Concessionaires have read and understood the RFP document along with clarification / addenda (if any) before the proposal submission. As a matter of confirmation of the same, a copy of the RFP document including other documents like clarification & addendum, if any, duly signed by the authorised signatory shall be submitted alongwith the bid. The bid documents shall have an index page with page numbers specified for all the key information / headers. (Scanned copy of all the documents to be uploaded on Government of Maharashtra website <https://mahatenders.gov.in>).

4.10 Sealing and Marking of Bids

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4.10.1 A two envelope / cover system shall be followed for the bid. The Concessionaire shall submit the Bid and seal it in the following three envelopes:

a) Envelope A:

- i. Earnest Money Deposit;
- ii. Cost of RFP document (in case of downloaded RFP document), if any; and
- iii. Eligibility Criteria including the following:
 1. Power of Attorney for signing of Bid, Authority Letter after the Resolution passed by the board of directors.
 2. A copy of the Agreement with each page initialled by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause 4.10.1(a)(iii)(1) hereinabove.

b) Envelope B

Technical Bid (as per Clause 5.3).

All the relevant Documents of Envelope A & B to be scanned & uploaded on Government of Maharashtra website <https://mahatenders.gov.in>.

c) Financial bid to be submitted only online on Government of Maharashtra website <https://mahatenders.gov.in>.

4.10.2 The Bid shall include the following documents :

Envelope A Hard copy as well as uploading scanned copies on Government of Maharashtra website https://mahatenders.gov.in .		
Sl. No.	Documents Type	Document Format
1.	Earnest Money Deposit (EMD)	EMD – 1 Crore to be deposited in the form of Demand Draft / Pay order / Bankers Cheque / FDR / TDR in favour of “Directorate General of Information & Public Relations (DGIPR), Mumbai” Payable at Mumbai, Maharashtra.
2.	Cost of RFP document, if applicable	Cost of RFP document (in case of RFP document downloaded from website) - Rs.10,000/- to be deposited in the form of Demand Draft/Bankers Cheque in favour of “Directorate General of Information & Public Relations (DGIPR), Mumbai” Payable at Mumbai, Maharashtra.
3	Eligibility Criteria	The Eligibility Criteria shall be prepared in accordance with the requirements specified in RFP document.
Envelope B Hard copy as well as uploading scanned copies on Government of Maharashtra e-tender website https://mahatenders.gov.in .		
1	Technical Bid	The Technical Bid shall be prepared in accordance with the requirements specified in this RFP document and in the formats prescribed. This Envelope should also mandatorily include un-priced Bill-of-Material (BOM).
To be submitted on Government of Maharashtra e-tender website https://mahatenders.gov.in only.		
1	Financial Bid	The Financial Bid proposal shall be submitted online on the Government of Maharashtra e-tender website https://mahatenders.gov.in only as per Annexure -12.

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4.10.3 The envelopes A&B specified in Clauses 4.10.1 and 4.10.2 shall be placed in an outer envelope, which shall be sealed. Each of the three envelopes shall clearly bear the following identification:

“Bid for Design, Development, Implementation, Operation and Maintenance of Digital Full Colour LED display screens at multiple locations in Maharashtra”

and shall clearly indicate the name and address of the Concessionaire. In addition, the Bid Due Date should be indicated on the right hand top corner of each of the envelopes.

4.10.4 Each of the envelopes shall be addressed to the officer designated in Clause 1.2.

4.10.5 If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Concessionaire.

4.10.6 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

4.10.7 Bids not submitted online, on e-tender (<https://mahatenders.gov.in>) will not be considered for evaluation.

4.11 Bid Due Date

4.11.1 Bids should be submitted before the Bid Due Date (Last date and time for submission of bids) at the address provided in Clause 1.2 in the manner and form as detailed in this RFP document.

4.11.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 4.8 uniformly accessible for all Concessionaires.

4.12 Late Bids

Bids received by the Authority after the specified time on the Bid Due Date (including the extended period if any) shall not be eligible for consideration and shall be summarily rejected.

4.13 Contents of the Bid

4.13.1 Generally, the Project will be awarded to the Preferred Concessionaire.

4.13.2 The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP document.

4.13.3 The proposed Agreement shall be deemed to be part of the Bid.

4.14 Modifications / Substitution / Withdrawal of Bids

4.14.1 The Concessionaire may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Concessionaire on or after the Bid Due Date.

4.14.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 4.10, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

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

4.15 Opening of Bids

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- 4.15.1 The Authority shall open the Bids (Envelope A and B) received within the specified time, on the Bid Due Date as specified in Clause 1.5 at the place specified in Clause 1.2 and in the presence of the Concessionaires who choose to attend.
- 4.15.2 The representatives of the Concessionaires should carry the identity card or a letter of authority from the Concessionaire to identify their bonafides for attending the Technical Bid opening.
- 4.15.3 The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this RFP document.
- 4.15.4 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Concessionaire regarding its Bid.
- 4.15.5 The technical evaluation of only those Concessionaires will be done who will found eligible in terms of Clause 5.2.
- 4.15.6 Authority shall invite the Technically Qualified Concessionaires as declared in terms of clause 5.3.10 for the opening of the Financial Proposals. The date, time, and location of the opening of Financial Proposals will be informed by Authority separately and individually to such Technically Qualified Concessionaires.

4.16 Rejection of Bids

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

4.17 Validity of Bids

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

4.18 Confidentiality

- 4.18.1 Information relating to the examination, clarification, evaluation and recommendation for the Concessionaires shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and / or the Authority or as may be required by law or in connection with any legal process.
- 4.18.2 The Authority may allow the Concessionaire to review and utilise highly confidential public records and the Concessionaire shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto.
- 4.18.3 The Concessionaire shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems / facilities.

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- 4.18.4 The Authority or its nominated agencies shall retain all rights to prevent, stop and if required take the necessary punitive action against the Concessionaire regarding any forbidden disclosure.
- 4.18.5 For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:
- i. information already available in the public domain;
 - ii. information which has been developed independently by the Concessionaire / Concessionaire not affecting any interest of the Authority;
 - iii. information which has been received from a third party who had the right to disclose the aforesaid information;
 - iv. information which has been disclosed to the public pursuant to a court order.
- 4.18.6 To the extent the Concessionaire shares its confidential or proprietary information with Authority for effective performance of the Services, the provisions of the Clause 4.18.2 to 4.18.4 shall apply mutatis-mutandis on the Authority.

4.19 Correspondence with the Concessionaire

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

4.20 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened on the Bid Due Date and until such time the Authority makes official intimation of award through issuance of Letter of Acceptance to the Preferred Concessionaire or rejection to the other Concessionaires. While the Bids are under consideration, Concessionaires and/or their representatives or other interested parties are advised to refrain from making any contact with the Authority and/or their employees/representatives on matters related to the Bids under consideration, except for the purpose of seeking clarification or redressal of genuine queries in accordance with the provisions of the RFP document.

4.21 Deviation Statement

Concessionaires may note that Authority will not entertain any deviations to the RFP document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Concessionaires would have to be unconditional and unqualified and the Concessionaires would be deemed to have accepted the terms and conditions of the RFP document with all its contents.

4.22 Bid Submission Format

The Concessionaire should ensure that all the required documents, as mentioned in this RFP document, are submitted along with the bid and in the prescribed format only. Authority will not accept delivery of Proposal in any manner other than that specified in this RFP document. Proposal delivered in any other manner shall be treated as defective, invalid and rejected. Non-submission of the required documents or submission of the documents in a different format / contents may lead to the rejections of the bid proposal submitted by the Concessionaire.

D. Earnest Money Deposit (EMD)

4.23 Earnest Money Deposit (EMD)

- 4.23.1 The Concessionaire shall furnish as part of its Bid, an Earnest Money Deposit (EMD) of Rs.1 Crore (Rs. One Crore) in the form of Demand Draft / Pay Order / Bankers

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Cheque / FDR / TDR in favour of "Directorate General of Information & Public Relations (DGIPR), Mumbai" Payable at Mumbai, Maharashtra or in the form of a Bank Guarantee issued by a nationalised bank, or a Scheduled Bank in India, in favour of the "Directorate General of Information & Public Relations (DGIPR), Mumbai" in the format at Annexure - 5 (the "**Bank Guarantee**") and having a validity period of not less than 180 (one hundred eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Concessionaire from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934. Government Boards/Corporation/Undertakings are exempted from Earnest Money deposit

- 4.23.2 The Authority shall not be liable to pay any interest on the Earnest Money Deposit so made and the same shall be interest free.
- 4.23.3 Any Bid not accompanied by the Earnest Money Deposit shall be summarily rejected by the Authority as non-responsive.
- 4.23.4 The Earnest Money Deposit of unsuccessful Concessionaires will be returned by the Authority, without any interest, as promptly as possible on issuance of the Letter of Acceptance to the Preferred Concessionaire or when the Bidding process is cancelled by the Authority.
- 4.23.5 The Preferred Concessionaire's EMD will be returned, without any interest, upon the Concessionaire signing the Agreement after furnishing the Performance Security in accordance with the provisions thereof.
- 4.23.6 The Authority shall be entitled to forfeit and appropriate the EMD as Damages inter alia in any of the events specified in Clause 4.23.7 herein below. The Concessionaire, by submitting its Bid pursuant to this RFP document, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Concessionaire during the period of Bid validity as specified in this RFP document. No relaxation of any kind on EMD shall be given to any Concessionaire.
- 4.23.7 The EMD shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the RFP document and / or under the Agreement, or otherwise, if-
- a) an Concessionaire submits a non-responsive Bid;
 - b) an Concessionaire engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 7 of this RFP document;
 - c) an Concessionaire withdraws its Bid during the period of Bid validity as specified in this RFP document and as extended by mutual consent of the respective Concessionaire(s) and the Authority;
 - d) the Preferred Concessionaire fails within the specified time limit -
 - i. to sign and return the duplicate copy of Letter of Agreement; or
 - ii. to sign the Agreement; or
 - iii. to furnish the Performance Security within the period prescribed there for in the Agreement.

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In such an event, the decision of the Authority regarding forfeiture of the EMD shall be final and binding upon Concessionaires.

- 4.23.8 Concessionaires should mention the beneficiary account details for EMD refund in the Earnest Money Deposit Form as required for Refund. The beneficiary account provided for EMD refund should remain active for successful EMD refund. The earnest money deposit of unsuccessful Concessionaires will be refunded through RTGS / NEFT mode. Concessionaires should submit scanned copy of cancelled cheque of the beneficiary account for EMD refund.
- 4.23.9 In case of forfeiture of EMD as prescribed in as above, the Concessionaire shall not be allowed to participate in the rebidding process of the same project.

E. Pre-Bid Meeting

4.24 Pre-Bid Meeting

- 4.24.1 Pre-Bid Meeting will be convened at the designated date as mentioned in Clause 1.5 at a time and place specified by the Authority.
- 4.24.2 Only those persons who have purchased this RFP document shall be allowed to participate in the pre-bid conference.
- 4.24.3 A maximum of three representatives of each person who has purchased this RFP document shall be allowed to participate on production of duly issued authority letter from such person and identity documents.
- 4.24.4 During the course of Pre-Bid Conference(s), the Concessionaires may seek clarifications and make suggestions for consideration of the Authority.
- 4.24.5 The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
- 4.24.6 All enquiries from the Concessionaires relating to this RFP document must be submitted to Authority before the deadline mentioned in RFP document (Key Events and Dates - Clause 1.5). These queries should also be emailed to dqiprehibition.media@gmail.com

F. Administrative Guidelines

4.25 Administrative Guidelines

This section describes the administrative guidelines, policies and procedures to be followed by the Concessionaire while undertaking operational activities. Authority is particular about safeguarding the aesthetics and regulatory norms of Authority and expects the Concessionaire to strictly abide to the same. This includes, but is not limited to, approach related to operational activities, safety and security aspects, repair and maintenance, vandalism, damage to public property, misuse of public amenities, misuse of public space and other key Authority requirements. The Concessionaire is responsible for adhering to the following administrative guidelines:

- i. Authority reserves the right to intervene at any point throughout the Agreement for all administrative, operation and maintenance activities.
- ii. Any civil and architectural work or structural changes required while implementation should go through proper approvals from Authority. Every plan that is submitted would be reviewed and approved with necessary amendments (if any) by the Project Implementation Committee of Authority based on the project plan. The Concessionaire is responsible for incorporating the amendments proposed by the Project Implementation Committee, and submit the revised plan for approval to

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Authority. All civil and architectural changes are to be implemented by the Concessionaire only after the plans are approved by Authority.

- iii. All regulatory approvals required for executing this project, acquired from concerned parties (Public and Private) should be planned and arranged by the Concessionaire. Authority will extend assistance in getting the requisite permission from statutory bodies in this regard.
- iv. The Concessionaire will hold ownership of all hardware equipment and software components, including but not limited to all active and passive devices, sensors, servers, computer systems, solutions, applications, reports, software and licenses etc during the contract period. However, he has to transfer all the assets created under this RFP to Authority in working condition at the end of contract period.
- v. The Concessionaire shall be responsible to keep all the tangible and intangible assets under this Agreement in good, operational and serviceable conditions at all times.
- vi. The Concessionaire shall not cause any damage to Government buildings / other premises / property / public places etc. If any damage occurs, the Concessionaire will perform necessary restoration at its own cost.
- vii. The work of Concessionaire shall be subject to inspection at various stages. The Concessionaire shall abide and follow all Safety and Security Regulations and practices at all times. The Concessionaire should not use any sub-standard products at any point of time.
- viii. The Concessionaire would also be required to maintain a centralised Helpdesk monitoring system at the Central Control Center, which will track new deployment and successful installations, complaints, issues logged by the Technical team, Authority and public.
- ix. All the hardware and software supplied and replaced should be new and from reputed OEMs as per the RFP document. The Concessionaire shall ensure that the products procured are of the OEM proposed in the bid. The material shall be checked / validated / audited through Concessionaire identified by Authority, along with Quality tests before dispatching to site or thereafter. The Concessionaire is responsible to check and validate all material including hardware, software and peripherals and provide the list of the same to Authority before deployment and successful installation.
Deviation Clause:
- x. During the contract period, Authority has the right to increase or decrease number of Digital Full Colour LED Display Panel from the scope of work. In that case the minimum Fee per Digital Full Colour LED Display Panels will remain same. During the implementation of the Project, the quantity of the digital panels may deviate plus / minus 10% as the case may be, the quantity will be decided by Authority.

G. Operation and Maintenance (O&M) Guidelines

4.26 Operation and Maintenance (O&M) Guidelines

The Concessionaire shall follow the following Operation and Maintenance guidelines:

- i. The Concessionaire has to adhere to the operation and maintenance policies and procedures, as directed by Authority, for managing and operating the Project. This includes (but not limited to) approach related to manpower, resources, repair and maintenance of Digital Full Colour LED Display Panel and other primary functions, user manuals, technical manuals, financial management, risk management, life / safety management, employee management and administrative policies and procedures. It

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also includes the key elements of a management plan for this project to include considerations for cost containment / expense reduction, revenue enhancement (including non-operating revenue sources), customer service improvement, enhanced economic impact generation to the key this project operational characteristics.

- ii. Concessionaire will be responsible to deploy on-field and off-field (but on-site at Authority) resources for appropriate up-keeping, maintenance, and operation of all network, hardware, and software components, and ensure smooth functioning of the project throughout the entire contract period of 75 months. The Concessionaire has to manage and maintain all the Digital Full Colour LED Display Panel sites.
- iii. The Concessionaire can either set up the Central Control Centre or can use the cloud based Services to manage the content to be displayed on these Digital Information Panel as per scope defined in the RFP. However, the Concessionaire is responsible for implementation of all cyber security policies while providing services as per this RFP scope of work. Day to day operations at Central Control Centre will be monitored and operated by the Concessionaire. All the hardware and software issues will be the responsibility of the Concessionaire.
- iv. The Concessionaire shall depute adequate manpower as full time dedicated onsite team. The team shall be deputed to identify, acknowledge, troubleshoot, manage, replace and repair the hardware / system software. The team shall undertake day-to-day troubleshooting and maintenance requirements for this project.
- v. The team shall also be responsible for regular monitoring of all the equipment, proactively perform warranty checks, and generate SLA reports from the SLA monitoring tool.
- vi. The team shall be required to take regular backup of the application data as per the frequency defined by Authority. Security and safety arrangements for safe custody of the backup data shall also be the responsibility of Concessionaire.
- vii. The Concessionaire shall ensure that the team has appropriate skill-sets for managing data centre, networking, and hardware and application software tools.
- viii. The Concessionaire shall ensure that the instruction manuals, technical manuals and user manuals supplied by the manufacturer / OEMs / Concessionaire are referred, referenced, reviewed and maintained up-to-date at all times.
- ix. All patches and updates to any software and hardware devices shall be provided by the Concessionaire without any additional costs throughout the tenure of the Agreement.
- x. Authority reserves the right to ask for replacement of any hardware, software and network components if it is not from a reputed brand and does not conform to all the requirements specified in the RFP document.
- xi. After completing life of equipment, the Concessionaire has to replace them with new hardware / software of same or better specifications free of cost throughout the contract period.
- xii. During the contract period, if any hardware or software needs to be replaced, the same will be replaced with same or better OEM and with same or higher configuration free of cost.

H. Passive Cabling Guidelines

4.27 Passive Cabling Guidelines

The Concessionaire should ensure that appropriate communication channels are setup for data, voice along with wireless compatibility. The Concessionaire should ensure that

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the cable layouts are neat and distinguishable. The termination of cables needs to be planned for future expansion of scope.

4.28 General Terms & Conditions:

- a) The project site for Digital Full Colour LED Display Panels are allotted on "as is where is" basis and the Concessionaire agrees not to raise any dispute regarding the allotted / approved area.
- b) The parties agree that the Concessionaire shall be liable to complete all the formalities concerning deposit of advance license fee and execution of the agreement on a non-judicial stamp paper of Rupees One Hundred to be purchased & executed by the successful Concessionaire within seven days of the date of issue of the allotment letter. In case the successful Concessionaire fails to complete any / all the requisite formalities, its offer shall be liable to be rejected and the Earnest Money forfeited. Thereafter it shall be the entire discretion of the Authority as it deems fit and proper.
- c) The Concessionaire shall not be eligible for any rebate, refund or modification whatsoever to the Concessionaire's financial commitments / obligations to the Council for whatever reason.
- d) The Concessionaire shall not cause any interference / hindrance to any activity of the Council or any government authority at the Digital Full Colour LED Display Panels site.
- e) The Concessionaire shall ensure that such area(s) are kept free from any encumbrance in a neat and tidy.
- f) The Concessionaire will have to operate & supervise the operation and maintenance of the Digital Full Colour LED Display Panel sites as per schedule for the entire contract period.
- g) The Concessionaire shall operate & manage the Digital Full Colour LED Display Panel through his employees and is allowed to sublet the project to any Indian person/contractor with intimation to Authority.
- h) The Concessionaire shall only employ uniformed staff for operation and maintenance at project site only after getting their police verification done. The Concessionaire shall keep the Council informed of the particulars of the Attendants deployed by him at the project site from time to time. The Concessionaire shall ensure that all the staff wear uniforms (as decided by Authority) with Badges displaying their names.
- i) The Concessionaire shall not store any articles or allow any vendor or encroachment at the project sites. He shall also not be allowed to erect any structure at the project site, temporary or permanent. In case such structure has been erected by the Concessionaire, he shall be liable for prosecution. Such structure, if erected by the Concessionaire in an unauthorised manner, shall be removed / demolished at the risk and cost of the Concessionaire by the Authority. The Concessionaire shall not allow encroachment of any kind inside or beyond the project site. In case any encroachment is found at project site, the same will be removed without any notice with an imposition of a penalty as per Penalty clause.
- j) It is a condition of this agreement that the land of the project site shall always remain the unhindered & exclusive property of the Council and the Concessionaire shall have no claim, right / title or interest of any nature of easement in relation to or in respect thereto.

4.28.1 OWNERSHIP

Authority shall have an absolute & exclusive right / title / interest of the project site / area / bay used by the Concessionaire for Digital Full Colour LED Display Panel and in no

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way shall the user of such property for these Digital Full Colour LED Display Panels purposes imply of granting any title or ownership to the Concessionaire.

4.28.2 MISCELLANEOUS PROVISIONS

INTERPRETATION

Save where the context otherwise requires in this Agreement:

- a) Words Importing persons or parties shall include firms and Councils and any organisation having legal capacity;
- b) Words importing the singular shall include the plural and vice versa where the context so requires;
- c) References to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted;
- d) Reference to any gender includes a reference to all other genders;
- e) References to the words "include" or "including" shall be construed without limitation;
- f) References to this Agreement or any other agreement, deed, instrument or document shall be construed as a reference to this Agreement and such other agreement, deed, instrument or document as the same may from time to time be amended, varied, supplemented or innovated and;
- g) The headings and titles in this Agreement are indicative and shall not be deemed part thereof or be taken into consideration in the interpretation or construction of this Agreement.

5 EVALUATION OF BIDS

5.1 BID EVALUATION COMMITTEE

- 5.1.1 Authority will constitute a Bid Evaluation Committee to evaluate the bids.
- 5.1.2 The Bid Evaluation Committee, Authority may seek clarifications in writing from the Concessionaires on their proposals and may visit Concessionaire's client site to validate the credentials / citations claimed by the Concessionaire in the bid.
- 5.1.3 Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP document. Authority reserves the right to reject any or all proposals on the basis of any deviations from this RFP document.
- 5.1.4 Technical marking of the bids will be done as per criteria defined in Clause 5.4.2.
- 5.1.5 All the Concessionaires scoring 70% marks in the Technical bid will be declared as technically qualified for opening of their financial bids.

5.2 Tests of responsiveness

- 5.2.1 Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of this RFP document. A Bid shall be considered responsive if:
 - a) it is received as per the format defined in RFP document.
 - b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 4.11;
 - c) it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 4.9 and 4.10;

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- d) it is accompanied by the Earnest Money Deposit;
- e) it is accompanied by the Power(s) of Attorney, if applicable;
- f) it contains all the information (complete in all respects) as requested in this RFP document (in formats same as those specified);
- g) it quotes complete scope of Work as indicated in the RFP documents, addendum (if any) and any subsequent information given to the Concessionaire;
- h) it does comply with all the Technical specifications and General Terms and conditions;
- i) it does not contain any condition or qualification;
- j) the Concessionaire has submitted all additional information or clarification as sought by Authority within the prescribed period;
- k) Bids without duly signed integrity pact; and
- l) it is not non-responsive in terms thereof.

5.2.2 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid. Provided, however, that the Authority may, in its discretion, allow the Concessionaire to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

5.3 Earnest Money Deposit, RFP Document Cost (if applicable) and Eligibility Criteria (Envelope-A)

5.3.1 The bids without Earnest Money Deposit will be summarily rejected.

5.3.2 In case, the Concessionaire has downloaded the RFP document from the Authority's website, then the Concessionaire is required to pay the cost of RFP document along with the EMD, failing which its bid will be rejected.

5.3.3 The bid of the Concessionaire shall be evaluated on the basis of the following pre qualification/Eligibility Criteria:

PQ for Concessionaire

No.	Basic Requirement	Specific Requirements	Documents Required	Scanned copy to be uploaded
1	Applicant Entity	The Concessionaire should be a company or LLP registered in India under the Companies Act, 1956. The company should be operational in India for at least last 10	a) Certificates of incorporation; b) Registration Certificates	Pre- qualification document to be uploaded (PQ1)

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		years as of 31st March 2024 as evidenced by the Certificate of Incorporation.		
2	General Requirement	<p>Concessionaire should be in operation for a period of at least 10 years in India and must have the following:</p> <p>(i) Should have assets with sole rights for Outdoor Media in at least 20 cities.</p> <p>OR</p> <p>(ii) Information dissemination & experience in media related projects with state government project in at least 20 cities, across media types (digital/print/arial/TV)</p>	Work Order or MOU or Completion Certificate of latest installation and commissioning of Outdoor Assets awarded to the Concessionaire for work in India	PQ2
3	Turnover	The Concessionaire as a whole shall have an average annual turnover of at least INR 300 crore in last 3 Financial Year in India (FY 2021-22, 2022-23, 2023-24)	<p>a) Certificate(s) from statutory auditors of the Concessionaire or its Associates or the concerned client(s) stating the payments made/ received or works commissioned, as the case may be, during the past 3 (three) years; and</p> <p>b) Audited financial statements for the last three financial years (FY 2021-22, 2022-23, 2023-24)</p>	PQ3
4	Net-worth	Concessionaire shall have positive net worth as per the audited financial of last 3 Financial Year in India (FY 2021-22, 2022-23, 2023-24).	Certificate from the Statutory Auditor	PQ4

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5	Implementation of Similar Project	The Concessionaire must have experience similar nature of project with a govt agency (completed or in-progress) with a cumulative costing not less than the amount equal to Rs. 100 Crs in last 7 years from date of bid publishing.	<p>Work Order + Completion Certificates from the client OR</p> <ul style="list-style-type: none"> • Work Order + Phase Completion Certificate from the client <p>OR</p> <ul style="list-style-type: none"> • MOU + Phase Completion Certificate from the client <p>NOTE: Completion / Phase Completion Certificate / Work Order shall include the Scope of Work and value of work that has been executed.</p> <ul style="list-style-type: none"> • Phase completion certificate to indicate at least 50% financial completion of scope of work. 	PQ5
6	Non blacklisted	Concessionaire must not be under a declaration of ineligibility / banned / blacklisted by any State or Central Government / any other Government institutions in India for any reason as on last date of submission of the Bid or convicted of economic offence in India for any reason as on last date of bid submission.	Affidavit signed by authorized signatory/ies of Concessionaire in the format prescribed in Annexures.	PQ6
7	OEM and MAF undertaking	OEM MAF and OEM Undertaking in authorizing the Concessionaire should be submitted	OEM MAF and OEM Undertaking (Refer to Annexure)	PQ7
8	Presence in Maharashtra	Concessionaire shall have an office within the limits of Maharashtra.	Letter from the Concessionaire, indicating their presence within the limits of Maharashtra along with complete address of the facility and contact details of facility administrator.	PQ8
9	Valid GST certificate	Concessionaire must be registered with the Goods	Valid Goods and Service Tax (GST) & Registration Certificate.	PQ9

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		and Service Tax (GST) Authorities.		
10	Board resolution/Power of attorney	Board resolution/Power of attorney in favor of authorized signatory of Concessionaire (in the name of the person executing the bid, authorizing the signatory to commit the Concessionaire).	Board resolution; OR Power of attorney with appropriate supporting documents.	PQ10

PQ for OEM Video Wall/LED

No.	Basic Requirement	Specific Requirements	Documents Required	Scanned copy to be uploaded
1	General Requirement	The OEM should be a company or LLP registered in India under the Companies Act, 1956. The company should be operational in India for at least last three (3) financial years as of 31 st March 2024 as evidenced by the Certificate of Incorporation.	a) Certificates of incorporation. b) Registration Certificates	PQ1
2	Similar Experience	OEM (either directly or through their distributors, system integrators etc.) should have successfully supplied minimum 100 Outdoor LED Screens (Similar LED Video wall as mentioned in section 3.9) in India in last 7 years for a govt agency as on date of bid submission	Work Order/Agreement Copy/Purchase order	PQ2
3	Service Centre	OEM should have at least 5 Direct / Indirect service centres in Maharashtra in atleast 5 division (i.e. Pune, Kokan, Nashik, Aurangabad, Nagpur, Amravati)	Letter from the OEM, along with complete address of the Service centre and contact details of facility administrator	PQ3
4	Non blacklisted	OEM must not be under a declaration of ineligibility / banned / blacklisted by any State or Central Government / any other Government institutions in India for any reason as on last date of submission of the Bid or convicted of economic	Affidavit signed by authorized signatory/ies of OEM in the format prescribed in Annexures.	PQ4

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		offence in India for any reason as on last date of bid submission.		
5	Valid GST certificate	OEM must be registered with the Goods and Service Tax (GST) Authorities.	Valid Goods and Service Tax (GST) & Registration Certificate.	PQ5
6	Board resolution/Power of attorney	Board resolution/Power of attorney in favor of authorized signatory of the OEM (in the name of the person executing the bid, authorizing the signatory to commit the OEM).	Board resolution; OR Power of attorney with appropriate supporting documents.	PQ6

Note:

5.3.4 The Concessionaire shall submit all the documents in the prescribed formats mentioned in the RFP document.

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5.4 Technical Evaluation (Envelope B)

5.4.1 Concessionaires, who will found eligible in terms of Clause 5.3 above, would be considered for technical evaluation.

5.4.2 Criteria for Technical Evaluation

No.	Criteria	Technical Evaluation Parameter	Maximum Marks	Supporting Document
1	Financial Capability	The Concessionaire as a whole shall have an average annual turnover of at least INR 300 crore in last 3 Financial Year in India (2021-22, 2022-23, 2023-24)	15	Certificate from Chartered Accountant in practice mentioning the annual turnover for past 3 years ending as on 31 st March 2024 Copy of the audited Balance sheet, for the concerned years needs to be submitted along with the Certificate.
		>=300Crores to <350 Crores	5	
		>=350 Crores to <400 Crores	10	
		>=400 Crores	15	
2	Total Value of Projects Executed	The total value of projects executed or in-progress in OOH, Broadcast, entertainment & Media, Digital displays, Information Communication Technology by the Concessionaire, over the last seven (07) years from the submission date of the bid:	15	Work Order + Completion Certificates from the client OR • Work Order + Phase Completion Certificate from the client OR MOU + Phase Completion Certificate from the client
		a) Total Projects value greater than or equal to 300 crores	5	NOTE: Completion / Phase Completion Certificate / Work Order shall include the Scope of Work and value of work that has been executed. • Phase completion certificate to indicate at least 50% financial completion of scope of work.
		b) Total Projects value greater than or equal to 400 crores	10	
		c) Total Projects value greater than or equal to 500 crores	15	
3	Government Entity	The concessionaire is a state or central government public sector undertaking (PSU)	10	Government accreditation letter/Incorporation Certificate
4	OEM of LED Video wall should have	OEM of LED Video wall should have successfully supplied minimum 100 Outdoor LED	15	Work Order/Agreement Copy/Purchase order

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	successfully supplied minimum 100 Outdoor LED Screens in India in last 7 years as on date of bid submission	Screens in India in last 5 years as on date of bid submission		
		a) If total number of Outdoor Digital Full Colour LED display between 100 - 150 numbers	5	
		b) if number of Outdoor Digital Full Colour LED display between 150 - 200 numbers	10	
		c) If number of Outdoor Digital Full Colour LED display > 200 numbers	15	
5	Experience in Government Sector	The Concessionaire must have completed or have in-progress projects of similar nature in the Government Sector:	10	<p>Work Order + Completion Certificates/ Agreement/MOU Copy with Govt if any/ Purchase order from the client OR</p> <ul style="list-style-type: none"> • Work Order + Phase Completion Certificate from the client <p>NOTE: Completion / Phase Completion Certificate / Work Order shall include the Scope of Work and value of work that has been executed.</p> <ul style="list-style-type: none"> • Phase completion certificate to indicate at least 50% financial completion of scope of work.
		a) If no. of projects completed are between 1 to 10	5	
		b) If no. of projects completed are 10 or more	10	
6	Certifications	Bidder must showcase their certification of the following standardizations.	5	<p>Copy of the Valid Certificate issued by the Competent Authority which needs to be self-signed and stamped by the authorized signatory of Concessionaire</p>
		a) ISO 9001:2015 + ISO 27001:2013 or higher	2	
		b) CMMI Level 3 or higher	3	
7	Presentation	<p>Technical Presentation Covering understanding of scope and proposed approach:</p> <ul style="list-style-type: none"> • Project Understanding and Proposed Project Plan: 5 Marks 	30	

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	<ul style="list-style-type: none"> • Need to demonstrate implementation of all the components which are in the scope of this project: 5 Marks. • Various Use Cases: 5 Marks • Proposed Revenue Model: 5 Marks • Approach, Methodology, Innovation and presence in Maharashtra: 10 Marks 	
Total Marks		100

Note: Work Orders and Client Certificates for successful completion of such work confirming period and area of activities for the purpose of clause 5.3.3 should be uploaded. Self-certification shall be submitted by the Concessionaire for works executed for internal purposes. Authority can verify such submissions / work orders / client certificates submitted by the Concessionaire through any means, including site visits.

*OOH Assets refer to Digital Hoardings, Digital Billboards, Digital Transit Advertising, Digital Signages, Digital Kiosks, Digital Displays, Digital Stadium/Arena Advertising

The Technical Evaluation of Concessionaires' proposals (Envelope B) shall be based on:

- (i) Technical Proposal Evaluation;
- (ii) Technical Presentation; and

5.4.3 Technical Presentation

The Concessionaires, who will found eligible in terms of Clause 5 above, will be asked to give a presentation on its proposal on date, time and place as communicated to the Concessionaire by the Authority in writing before the Bid Evaluation Committee.

5.4.4 Authority may visit various client sites national or global to validate the project citations and implementation experience quoted by the Concessionaire. The Authority will bear the expenses on the Authority officers / officials tour and the Concessionaire shall facilitate the same. All the expenses incurred by the Concessionaire for the purposes mentioned in these clauses 5.4.4 and 5.4.5 will be borne by the Concessionaire except Authority officials' expenses.

5.4.5 Manpower deployment

Authority would like to give emphasis on the suitable technical staff proposed for the contract period. Concessionaire may propose personnel for different skill sets required for different responsibilities during Project Implementation and Operation & Maintenance periods. Following documentation is expected in this section:

- i. Overall Project Team (for both Project Implementation and O&M of Digital Full Colour LED Display Panels) as per requirement.
- ii. Escalation Chart for the entire Project Duration
- iii. Summary Table giving Qualification, Experiences, Certifications, Relevance to the project, including detail CVs.

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- i. Undertaking stating that deployed manpower will be according to that proposed in the Bid for Technical Evaluation. A detailed resource plan to be submitted by Concessionaire to manage the command centre and any other additional resource that would be required for maintenance including the costing of each resource. The resource plan to be concise and in line with the overall project cost.
- ii. The deployed resources should be available at site.

S.No	Category of Personnel	Nos	Educational qualification	Experience
1.	Project Manager	One	B.Tech.+ MBA	<ul style="list-style-type: none"> • At least 15 years' experience in LED Panels, LED display, Video wall, or in display segment • At least 10 years of experience as a Project Manager managing large transformational projects • Marathi language proficiency is desirable
2	Senior Engineer ICT	One	B.Tech in CS, IT, E&Tc.	<ul style="list-style-type: none"> • At least 10 years' experience of network architecture, server configuration and maintenance IT hardware and Software. • Experience in LED Panels, LED display, Video wall, or in display segment. • Marathi language proficiency is desirable

5.4.6 Technical Solution Proposed for the Project (Approach, Methodology, Project Management, Execution Methodology, and SLA Management)

Broad areas to be covered in the Technical Solution documentation are given below:

- iii. Bill of Material (i.e. un-priced Financial Bid format): This document should give indication of all the proposed cost components, without specifying the costs. Concessionaire should note that the bid shall get disqualified if Concessionaire gives price details in the technical document.
- iv. Describe the proposed Technical Solution for each of the initiative, namely "Design, Development, Implementation, Operation and Maintenance of Digital Full Colour LED display Panels at DGIPR in Maharashtra on Build Operate Transfer (BOT) basis". Following should be captured in the same:
 - a) Detailed description of the design and technical solution and various applications and components including make of equipment or sizing of infrastructure (including diagrams and calculations wherever applicable);
 - b) Reasoning for selection of the proposed technology over other options;
 - c) Extent of compliance to technical requirements specified in the scope of work;
 - d) Technical Design and clear articulation of benefits to Authority of various components of the solution.
 - e) Strength of the Concessionaire to provide services including examples or case studies of similar solutions deployed for other clients;
 - f) Any other parameter.

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- v. Provide detailed Approach and Methodology for Implementation and Post-Implementation periods, Approach & Methodology for Management of SLA Requirements specified in the RFP document. Concessionaire is required to clearly articulate how each of the SLA requirements would be adhered in a table format.
- vi. Detailed Project Plan with timelines, resource allocation, milestones etc. in for supply, deployment and successful installation and commissioning of the physical and IT components for the Digital Full Colour LED Display Panels, Central Control Centre including data centre and networking.
- vii. Insights into Best and latest Industry practices and standards.

5.4.7 Compliance Table to the IT / Non-IT Components

The RFP document has specified the benchmark / minimum specifications for various components. Concessionaire is expected to give a comprehensive compliance sheet for the equipment / software proposed by them.

5.5 Evaluation:

5.5.1 Stage 1: Pre-Qualification

- The Purchaser shall validate the Set 1 “Tender Fee and Earnest Money Deposit (EMD)”.
- If the contents of the Set 1 are as per requirements, the Purchaser shall open the “Pre-Qualification Bid” (Set 2).
- Bidders would be informed of their qualification / disqualification based on the Pre-Qualification criteria through E-mail/mahatender portal.
- Technical Bids of unsuccessful Bidders shall **NOT** be considered for the subsequent steps.

5.5.2 Stage 2: Technical Evaluation (Tn)

- Set 3 “Technical Bid” will be evaluated only for those Bidders who succeed in Stage 1.
- The Purchaser will evaluate the Technical Bids of the short-listed Bidders to determine whether the Technical Bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at the Purchaser’s discretion.
- The Bidders' technical solutions proposed in the Bid document shall be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned in this RFP.
- Bidders may be asked to give demonstration of the envisaged solution to the Purchaser as per the demo scripts that shall be shared with the Bidders who qualify the Pre-Qualification Stage.
- Bidders shall present the Bid to the Purchaser as per the agenda mentioned in this RFP.
- Each Technical Bid will be assigned a technical score (adjusted to two decimal places) out of a maximum of 100 marks. Only the Bidders who get a **Technical score of 70%** or more will qualify for Commercial evaluation stage. Failing to secure minimum marks shall lead to technical rejection of the Bid and Bidder.
- Commercial Bids of unsuccessful Bidders shall **NOT** be opened in the e-Tendering Portal.

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5.5.3 Stage 3: Commercial Evaluation (Capex)

- The Financial Bids of technically qualified Bidders will be opened on the prescribed date in the presence of Bidder representatives.
- If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
- The Bidder with lowest qualifying financial bid (L1) will be awarded 100% score (amongst the Bidders which did not get disqualified on the basis of point b above). Financial Scores for other than L1 Bidders will be evaluated using the following formula:
 - Financial Score of a Bidder (Fn) = {(Commercial Bid of L1/Commercial Bid of the Bidder) X 100}
 - *Adjusted to two decimal places.*
- Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- The bid price will include all taxes, duties, charges and levies payable under respective statutes, except GST (Goods and Services Tax) and shall be in Indian Rupees and mentioned separately.
- Any conditional bid would be rejected

5.5.1 Stage 4: Commercial Evaluation (Revenue Sharing):

- The Financial Bids (Revenue Sharing) of technically qualified Bidders will be opened on the prescribed date in the presence of Bidder representatives.
- If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
- Bidder need to quote financial bid (Revenue sharing) in % only.
- The bidder must submit their financial bid (Revenue sharing) in the form of percentage (%) only.
- The Bidder with Highest financial bid (Revenue sharing in %) (H1) will be awarded 100% score. Financial Scores for Bidders will be evaluated using the following formula:
 - Financial Score of a Bidder (Fn) = {(Commercial Bid of the bidder/Commercial Bid of H1) X 100}
 - *Adjusted to two decimal places.*
- The bid price will include all taxes, duties, charges and levies payable under respective statutes, except GST (Goods and Services Tax) and shall be in Indian Rupees and mentioned separately.
- Any conditional bid would be rejected

5.5.2 Stage 5: Combined Financial Evaluation (Fn):

- a. The financial scores of capex and revenue sharing secured by each Bidder will be added using weightage of 50% and 50% respectively to compute a Composite Bid Score.
- b. The Bidder securing the highest Composite Bid Score will be adjudicated as the most responsive Bidder for award of the Project. The overall score will be calculated as follows: -

$$Fn = 0.50 * Cx + 0.50 * Rs$$

Where

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F_n = overall financial score of Bidder

C_x = Normalized Capex score of the Bidder (out of maximum of 100 marks)

R_s = Normalized revenue sharing score of the Bidder

- c. In the event, the highest composite bid scores of more than one Bidders are 'equal', the Bidder securing the highest Technical Score will be adjudicated as the Successful Bidder for award of the Project.

5.5.3 Stage 6: Combined Evaluation

- The technical and financial scores secured by each Bidder will be added using weightage of 70% and 30% respectively to compute a Composite Bid Score.
- The Bidder securing the highest Composite Bid Score will be adjudicated as the most responsive Bidder for award of the Project. The overall score will be calculated as follows: -
- $B_n = 0.70 * T_n + 0.30 * F_n$
- Where
 - B_n = overall score of Bidder
 - T_n = Technical score of the Bidder (out of maximum of 100 marks)
 - F_n = Combined Financial Score
- In the event, the highest composite bid scores of more than one Bidders are 'equal', the Bidder securing the highest Technical Score will be adjudicated as the Successful Bidder for award of the Project.

Even though the Bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- Made misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- Record for poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

Note: All the proforma given in the document needs to be filled.

6 MANPOWER PLANNING

We provide an initial resource plan as a baseline for the project. However, the Bidder is authorized to modify and propose adjustments to the presented resource plan based on their interpretation of the project's scope and requirements.

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S.No	Category of Personnel	Nos.	Educational qualification	Experience
1.	Project Manager	One	B.Tech.+ MBA	<ul style="list-style-type: none"> At least 15 years' experience in LED Panels, LED display, Video wall, or in display segment At least 10 years of experience as a Project Manager managing large transformational projects Marathi language proficiency is desirable Should be deployed at Central Location
2	Senior Engineer ICT	One	B.Tech in CS, IT, E&Tc.	<ul style="list-style-type: none"> At least 10 years' experience of network architecture, server configuration and maintenance IT hardware and Software. Experience in LED Panels, LED display, Video wall, or in display segment. Marathi language proficiency is desirable Should be deployed at on filed/Region
3	Junior Engineer ICT	One	B.Tech in CS, IT, E&Tc.	<ul style="list-style-type: none"> At least 5 years' experience of network architecture, server configuration and maintenance IT hardware and Software. Experience in LED Panels, LED display, Video wall, or in display segment. Marathi language proficiency is desirable Should be deployed at on filed/Region

Above resource should be deployed for at least 16 hours (8+8 hours 2 shifts) on daily basis

7 PAYMENT AND ACTIVITY MILESTONES

7.1 Payment Milestones

7.1.1 Payment Milestone of Capex for Installation Phase

#	Activity Milestone for implementation	Deliverables	Acceptance Criteria	Payment %	Timeline in Months (M)
1	Payment against submission of	Detailed Project Plan	1. Signing of contract, sub of PBG	10% (of Capex)	M1

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	PBG, and submission of Detailed Project Plan	including detailed phase wise roll out plan	2.Submission of requisite documents including updates; if any 3. Sign-off from the DGIPR on acceptance of the detailed Project Plan presented		
		Non-Disclosure Agreement signed by Concessionaire and OEM	Copies of Non-Disclosure Agreements signed.		
		Detailed CVs of all Key Team Members being deployed on project	Copies of CVs		
2	Setting up of centralized command center for Project management	Installation and commissioning of Hardware and Software	<ul style="list-style-type: none"> • Concessionaire has to install the ordered items and will prepare installation and commissioning of centralized command center as per the RFP and get it signed by the concerned User/ Officer in charge or his/ her authorized person/ officer • The Concessionaire will submit the original installation reports, to the DGIPR • Concessionaire has to install and operate the Control centre at Central location provided by authority. • The command center must initially display a pilot screen at one location. The authority will determine the specific location for this display, which will be positioned at a strategic site. • Penalty if any, will be imposed as per Service Level Agreements, Penalty Clause or LD. 	7% (of Capex)	M2
3	Onboarding of Detailed project plan on Project management tool of GOM	Project plan is digitized on Project management tool	<ul style="list-style-type: none"> • Screenshot of onboarding of Detailed project plan on the PMIS tool • Sign-off of concerned officer at DGIPR 	3% (of Capex)	M2

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4	Supply of screens on Pro-rata basis	Delivery of Screens at taluka level	<ul style="list-style-type: none"> • The Concessionaire will deliver the items at designated location as per the DGIRPs order and obtain signature with date and stamp of the concerned person on the Delivery Proof (s). • The Concessionaire will submit a copy of Proof of Delivery duly signed, date of delivery, designation and office seal, legibly recorded, should reach DGIPR • The Concessionaire will raise the bills on a monthly basis along with original delivery certificate / duly signed proof of delivery, to the DGIPR. • Penalty if any, will be imposed as per Service Level Agreements and Penalty Clause 	20% (of Capex on pro-rata basis per screen)	M3 – M15
	Installation and commissioning on Pro-rata basis	Installation and commissioning of Hardware and Software	<ul style="list-style-type: none"> • Concessionaire has to install the ordered items and will prepare installation, commissioning and testing reports (signoff certificate) as per the RFP and get it signed by the concerned User/ Officer in charge or his/ her authorized person/ officer • The Concessionaire will submit the original installation reports, to the DGIPR • Penalty if any, will be imposed as per Service Level Agreements, Penalty Clause or LD. 	30% (of Capex on pro-rata basis per screen)	
	Acceptance testing	Final Acceptance Testing of screens	Acceptance of FAT report from OEM	20% (of Capex on pro-rata basis per screen)	
	Go Live	Go Live	Acceptance letter from DGIPR stating successful Go Live with GIS Tag. (Concessionaire should demonstrate to authority after Go-Live of screens with all features as mentioned in the Sow.)	10% (of Capex on pro-rata basis per screen)	

* Pilot programme screen would be kept under observation for 10 days to check the complete functionality of the system.

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DGIPR will inform Concessionaire about the number of screens to be supply at each location after award of contract.

The above payments are subject to meeting of SLA's failing which the appropriate deductions as mentioned in the SLA section of this RFP, will be made.

Operation and Maintenance cost will be borne by the concessionaire for entire contract period, without any additional cost to the authority.

8 APPOINTMENT OF CONCESSIONAIRE

8.1 Selection of Concessionaire

- 8.1.1 After selection of Preferred Concessionaire in terms of Clause 5.6, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Preferred Concessionaire and the Preferred Concessionaire shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Preferred Concessionaire is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money Deposit of such Concessionaire as Damages on account of failure of the Preferred Concessionaire to acknowledge the LOA.
- 8.1.2 Issue of Letter of Acceptance (LOA) shall not be construed as any right given in favour of the Preferred Concessionaire, and Authority reserves the right to annul the process of award, including signing of agreement, of this project without any liability or any obligation for such annulment, and without assigning any reasons thereof.
- 8.1.3 Upon issue of LOA to the Preferred Concessionaire, Authority will release the EMD of all Concessionaires, except the Preferred Concessionaire.
- 8.1.4 After acknowledgement of the LOA as aforesaid by the Preferred Concessionaire, it shall cause the Preferred Concessionaire to execute the Agreement within the period prescribed in Clause 1.6. The Preferred Concessionaire shall not be entitled to seek any deviation, modification or amendment in the Agreement.

8.2 Term of the Agreement

The term of this Agreement shall be a period of 75 months from the date of signing of this Agreement. The Agreement period shall not be extended beyond 75 months in any case.

8.3 Performance Bank Guarantee

- 8.3.1 As a condition precedent to execution of the Agreement, the Successful Bidder shall ensure submission of the requisite unconditional, unequivocal and irrevocable Bank Guarantee, in the prescribed Format within 15 days of receipt of the LOI as a Performance Bank Guarantee (PBG) for the services to be performed under the resultant Agreement.
- 8.3.2 The Performance Bank Guarantee (PBG) shall be for an amount equivalent to 10% of the CAPEX amount at the commencement of Project in the format prescribed in RFP, issued by any of the nationalized banks only. The Performance Bank Guarantee shall be kept valid up to a period of 6 (six) months after UAT and Go-live of the final phase of complete system.
- 8.3.3 To guarantee its performance under the O&M phase, the Successful Bidder shall provide to Authority in its favour a Performance Bank Guarantee (PBG) which is

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unconditional, unequivocal and irrevocable for an amount equivalent to 10% of the OPEX amount at the commencement of O&M of the final phase of the Project in the format prescribed in RFP issued by any of the nationalized banks only. The PBG for the CAP EX amount will be released upon submission of PBG for the OPEX amount. The Performance Bank Guarantee (PBG) for the OPEX amount shall be kept valid up to a period of 6 (six) months after the termination or expiry of the Agreement.

- 8.3.4** The Performance Bank Guarantee shall be encashed by the Authority in the event of Concessionaire's failure to complete obligations or breach by Concessionaire of any of the terms and conditions of the Agreement.

8.4 Release of Performance Bank Guarantee

The Performance Bank Guarantee will be released only after meeting all of the following conditions:

- After successful implementation of this project;
- Successful managing, operation and maintenance of all the services under this agreement;
- Payment of all the penalties throughout implementation, operation and maintenance period;
- Payment of all Fees as per agreement along with penalties, if any;
- At the end of the contract period, Performance Bank Guarantee of Concessionaire will be released after successful handing over all the project site, assets and services, including all hardware, software, network and services in working conditions. If any deficiency noticed at the time of handing over the Concessionaire has to get rectified / replaced the same at his own cost within 15 days otherwise Authority will get it rectified at the risk and cost of the Concessionaire.
- On production of clearance for all applicable dues, if any.

8.5 Signing of Agreement

- 8.5.1** Subsequent to Authority's issuing Letter of Acceptance to the Preferred Concessionaire, the Preferred Concessionaire shall execute the Agreement with the Authority within a period of one month from the date of issue of the Letter of Acceptance subject to the condition that the Performance Bank Guarantee has been deposited by the Preferred Concessionaire within the prescribed period.
- 8.5.2** Failure of the Preferred Concessionaire to furnish the Performance Bank Guarantee or execute the Agreement within the prescribed time shall cause the EMD of the Preferred Concessionaire to be liquidated. The Preferred Concessionaire will be liable to indemnify Authority for any additional cost or expense, incurred on account of failure of the Preferred Concessionaire to execute the Agreement.
- 8.5.3** Notwithstanding anything to the contrary mentioned above, Authority at its sole discretion shall have the right to extend the timelines for execution of Agreement on the request of the Preferred Concessionaire, provided the same is bona-fide.

8.6 TAX LIABILITY

- 8.6.1** The Concessionaire shall be responsible for all the statutory taxes, statutory dues, local levies, GST, etc. to be paid to Government / Statutory bodies / Authorities etc. for the services rendered by it. There will be no tax liability upon the Authority whatsoever on any account.

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- 8.6.2 The Concessionaire indemnifies Authority from any claims that may arise from the statutory authorities in connection with this License.
- 8.6.3 The Concessionaire should ensure enforcement of Applicable Laws including Labour Laws, Minimum Wages Laws etc. and at no point of time should the Authority be drawn into litigation on these counts.

8.7 Failure to Agree with the Terms and Conditions of the RFP document

- 8.7.1 The performance of Concessionaire will be continuously reviewed by Authority to maintain the terms & conditions as specified in this RFP document. Based on the review, if the Concessionaire fails to satisfy / maintain their commitment with respect to SLAs, Performance, Timely Implementation of the Project etc. the Agreement may be terminated by giving 30 days" notice as cure period and if it is not cured within 30 days then Authority will terminate the Agreement by giving further notice of 30 days for termination of Agreement. Authority's decision in this regard will be final. In case of termination of this Agreement, Authority shall have the right to avail services of any other Concessionaire / Concessionaire to continue the project without any let or hindrance from Concessionaire and the Concessionaire has to provide all necessary assistance for smooth switch over. Authority will not pay any charges to the Concessionaire. Failure of the Preferred Concessionaire / Concessionaire to agree with the RFP document shall constitute sufficient grounds for the annulment of the award, in which event Authority may take a decision to re-issue the RFP document. In such a case, Authority shall invoke the PBG of the most responsive Concessionaire / Preferred Concessionaire.
- 8.7.2 In addition, Authority reserves the right to appropriate the EMD / Performance Bank Guarantee given by the Concessionaire / Concessionaire and black-list the Concessionaire / Concessionaire.

9 FRAUD AND CORRUPT PRACTICES

- 9.1 The Concessionaires and their respective officers, employees, Concessionaires, and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the Letter of Acceptance (LOA) and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Concessionaire or Concessionaire, as the case may be, if it determines that the Concessionaire or Concessionaire, as the case may be, has, directly or indirectly or through an Concessionaire, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the EMD or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the RFP document and / or the Agreement, or otherwise.
- 9.2 Without prejudice to the rights of the Authority under Clause 7.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, or otherwise if an Concessionaire or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an Concessionaire, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Agreement, such Concessionaire or Concessionaire shall not be eligible to participate in any tender or RFP document issued by the Authority during a

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period of 2 (two) years from the date such Concessionaire or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an Concessionaire, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

9.3 For the purposes of this Clause 7, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 4.1.22 of this RFP document, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
- b) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- c) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Concessionaires with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

10 MISCELLANEOUS

10.1 Jurisdiction of Court

The Bidding Process shall be governed by, and construed in accordance with, the laws of India. The courts at the location shall have the exclusive jurisdiction over all disputes arising under, pursuant to and / or in connection with the Bidding Process.

10.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- a) suspend and / or cancel the Bidding Process and / or amend and / or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- b) consult with any Concessionaire in order to receive clarification or further information;

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- c) retain any information and / or evidence submitted to the Authority by, on behalf of, and / or in relation to any Concessionaire; and / or
 - d) independently verify, disqualify, reject and / or accept any and all submissions or other information and / or evidence submitted by or on behalf of any Concessionaire.
- 10.3 It shall be deemed that by submitting the Bid, the Concessionaire agrees and releases the Authority, its employees, Concessionaires and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and / or performance of any obligations hereunder, pursuant hereto and / or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and / or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 10.4 The Concessionaire shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants or occupiers of adjacent properties during execution of work.
- 10.5 In the event of any restrictions being imposed by the Authority, security agencies, traffic agencies, or any other authority in the working area, Concessionaire shall strictly follow such restrictions and nothing shall be excused from doing the stipulated work on this account. The loss of time on this account, if any, shall have to be made by deploying additional resources to complete the work in time. Other restrictions are given as under:-
- a) The movement of trucks and vehicles shall be regulated in accordance with rules and regulations as approved by competent authority;
 - b) The Concessionaire shall inform in advance, the truck registration numbers, ownerships of the trucks, names and address of the drivers;
 - c) Labour huts / stay of workmen will not be allowed at project area and in Authority area;
 - d) The Concessionaire shall be responsible for behaviour and conduct of his staff. The Concessionaire shall engage no staff with doubtful integrity or having a bad record;
 - e) The workers of the Concessionaire should strictly observe code of conduct and manner befitting security. If any employee of the Concessionaire fails to absolve proper conduct, the Concessionaire shall be liable to remove him from deployment, immediately in receipt of the instructions of the Authority;
 - f) The Concessionaire shall be responsible for the conduct and behavior of its workers employed for the work;
 - g) The Authority shall have the right, to have any person removed who is considered unacceptable due to the reasons of security, efficiency, etc. Similarly, Concessionaire reserves the right to change the staff as per its requirement;
 - h) The Authority shall not be responsible for any compensation, which may be required to be paid to the worker(s) of the Concessionaire consequent upon any injury / mishap.
- 10.6 The Concessionaire has to give the weekly, monthly and quarterly implementation scheduled for project site under this RFP document along with the technical bid. However total implementation will have to be completed in 15 (fifteen) months from the date of handing over of the project site.

10.7 Indemnity Clause

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The Concessionaire shall defend, indemnify, release and hold harmless the Authority from and against any and all loss, damage, injury, liability, demands and claims for injury to or death of any person (including an employee of the Concessionaire or Authority) public or for loss of or damage to property (including Concessionaire or Authority property), in each case whether directly or indirectly resulting from or arising out of Concessionaire performance under this RFP document / agreement. This indemnity shall apply whether Authority was or is claimed to be passively, concurrently, or actively negligent, and regardless of whether liability without fault is imposed or sought to be imposed on one or more of the Authority. Such indemnity shall not apply to the extent that it is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this RFP document / agreement and, shall not apply where such loss, damage, injury, liability, death or claim is the result of the sole negligence or wilful misconduct of the Authority.

10.8 Applicable Law(s)

The Concessionaire has to follow all the applicable statutes, laws, bye-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any government authority or court or other law, rule or regulation approval from the relevant governmental authority, government resolution, directive, or other government restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law in India as amended from time to time while providing these services.

10.9 Integrity Pact

The Concessionaire shall submit a duly signed integrity pact as per Annexure-7 along with its proposal as per the RFP document.

10.10 Documents and Information

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

10.11 Language

The Bid and all communications in relation to or concerning the RFP Document and the Bid shall be in English language. If any supporting document is in any language other than English, translation of the same in English language duly attested by the Concessionaire, shall be provided. In case of discrepancy, English translation shall govern.

10.12 Conflict of Interest

A Concessionaire shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- i. the Concessionaire, its Member or Associate (or any constituent thereof) and any other Concessionaire, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or

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

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

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

10.13 Non-Transferability of RFP document

This RFP document is non-transferable.

10.14 Loss and Theft of Property

The Concessionaire shall be responsible for the up keeping of all the assets created and any loss and damage thereof shall be made good by him immediately at his own cost to

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continue the services under the scope of RFP document available for use. If Concessionaire fails to create new assets which are damaged by theft or any other reason and Services are affected then the penalties will be levied as per Penalty Clause for not meeting the desired level of SLA. If the level of services goes below the minimum level as prescribed in the SLA then Authority will get it done at risk and cost of the Concessionaire or take any suitable action including termination of Agreement.

10.15 Severability

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

10.16 Notices

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

If to Authority:

Directorate General of Information and Public Relation (DGIPR), Maharashtra

Ground Floor, Main Building

Mantralaya, Madam Cama Road

Mumbai, Maharashtra

400032

(022 2202 8383)

If to the Concessionaire:

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

- i. in the case of any communication made by letter, when delivered by hand, by recognised international courier or by mail (registered, return receipt requested) at that address, and
- ii. in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

10.17 Interest

Any sum which becomes payable under any of the provisions of this Agreement by the Concessionaire to the Authority shall, if the same be not paid within the time allowed for payment thereof, shall be deemed to be a debt owed by the Concessionaire to the Authority. Such sum shall until payment thereof carry interest at 18% per annum from the due date for payment thereof until the same is paid to or otherwise realised by the Authority.

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Provided the stipulation regarding interest for delayed payments contained in this Clause 8.17 shall neither be deemed nor construed to authorise any delay in payment of any amount due by the Concessionaire or be deemed or construed to be a waiver of the underlying breach of payment obligations.

10.18 Waiver

- a) Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:
- i. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;
 - ii. shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and
 - iii. Shall not affect the validity or enforceability of this Agreement in any manner.
- b) Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver / breach of any terms, conditions or provisions of this Agreement.

10.19 Impermissible activity:

The Concessionaire shall not be required to publish any content which in any manner emanates or propagates any political or religious agenda, directly or indirectly and in any manner whatsoever, at the instance of a private content provider or the authority or its any instrumentality.

10.20 Immunity Clause:

The Concessionaire shall not be responsible for any damage which arises from any violation of intellectual property rights, arising from the display of the contents as supplied by the content provider and the Concessionaire shall be kept indemnified at all the times for any losses arising from violation of any proprietary or intellectual property rights.

10.21 Change of policy clause.:

The authority understands that the Concessionaire has invested substantial amounts in the project and has mobilised its resources and therefore Authority undertakes and assure that any obligation(s) of the Authority under this RFP or any other document, which will be executed pursuant thereof, shall not be diluted or dispensed to the prejudice of the Concessionaire, either by change of policy or otherwise.

10.22 Totality and supersession clause:

Both the parties shall take precaution to ensure that the terms forming part of the present RFP are not affected, diluted or controverted in any of the further documents or agreements(s) executed in the course of implementation and execution of the present RFP.

Also, In the event of any conflict or overlapping between the term of the present RFP and SLA or any other agreement or understanding to be executed for purposes of implementation of, or in pursuance of the present RFP, then the terms of the present RFP shall prevail over such contradictory clause.

11 PUNITIVE CLAUSE

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11.1 Authority will impose a fine on the Concessionaire for not meeting the Implementation Service Level Agreements (SLAs) and Post- Implementation SLAs as detailed below:

11.1.1 SLAs Pre implementation: Timely delivery of Deliverables would comprise entire bill of material and the application systems, and as per successful FAT of the same. All the Deliverables defined in the Contract have to be submitted on-time on the date as mentioned in the Contract with no delay.

Measurement of Service Level Parameter: To be measured in Number of weeks of delay from the timelines mentioned in the section "Project Timelines"

Penalty for nonachievement of SLA Requirement: Any delay in the delivery of the Project Deliverables (solely attributable to vendor) would attract a liquidated damage per week of 0.02% of the CAPEX applicable for the particular phase/ Request Order value per week for first 8 weeks and 0.03% per week for every subsequent week. If the liquidated damage reaches 10% of the total Contract value, Authority may invoke termination clause. Liquidated Damage will be computed on Capex value of Contract/ Request order value of the particular phase

11.1.2 SLAs during implementation: These SLAs shall be used to evaluate the timelines for completion of deliverables that are listed in the deliverable. These SLAs will be applicable for commissioning of the project (implementation of the complete project as per scope of the work defined in this RFP document). For delay of every week in completion & submission of the deliverable mentioned in the proposal, the Concessionaire would be charged with penalty as follows

Delay (Fortnight)	Penalty value
Per Fortnight	Rs.1 lakh per Fortnight
Maximum	Rs.5 Lakh

In case, the Concessionaire reaches maximum of penalty at any point of time, Authority reserves the right to invoke the termination clause.

11.1.3 Post-Implementation SLAs:

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

(A) The uptime commitment of all the LED display, or any other equipment / communication devices used for real-time availability of information to the public is 90%. For uptime below the limits defined above the following penalties will be imposed:

Sr. No.	Uptime SLA (Quarterly)	Penalty Clause
1	Uptime up to 90%	No Deduction
2	Between 90% to 96%	Rs. 0.50 Lakh
3	Between 89 % to 88%	Rs. 1.00 Lakh
4	Between 88% to 87%	Rs. 1.50 Lakh
5	Between 87% to 86%	Rs. 2.00 Lakh
6	Between 86% to 85%	Rs. 2.50 Lakh
7	Between 85% to 84%	Rs. 3.00 Lakh
8	Below 84%	Not acceptable. AUTHORITY can terminate the Agreement.

Note: For Digital Full Colour LED Display Panels:

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Downtime means non-display / non-functional of public facilities / services offered (except the down time due to fault of Authority). Uptime requirements shall be calculated as $[1 - (\text{no of Digital Full Colour LED Display Panel hours not available}) / (\text{Total Digital Full Colour LED Display Panel} * \text{Total working hours in one quarter minus scheduled maintenance time})] \times 100$. For example, if 50 nos. of Digital Full Colour LED Display Panel are deployed at various locations, and 35 Digital Full Colour LED Display Panel do not work for 100 hours, the total non-working Digital Full Colour LED Display Panel hours will be 3500 and the uptime would be $\{1 - (3500 / (50 * 90 * 20))\} \times 100 = 96.11\%$ and penalty as per SLA will be Rs.1.00 Lakh, 50 being the number of Digital Full Colour LED Display Panel, for 90 days on 20 hours basis. This down time will be used for penalty calculations on quarterly basis and.

The penalties would be levied for every Digital Full Colour LED Display Panel down time, be it for non-availability of network, theft, damage etc., because the Concessionaire is responsible for supply of all enabling components on end-to-end basis. Working hours for Digital Full Colour LED Display Panels will be for 14 hours in a day. Scheduled maintenance time of 08 hours per Digital Panel per quarter will also be allowed, subject to prior information to Authority at least 07 days in advance. This scheduled maintenance time will not be considered while calculating total working hours.

- 11.1.3.2 Penalty levied for non-performance as per SLA requirements shall have to be deposited monthly by the Concessionaire at the completion of each month on 7th day of every month along with Fee otherwise interest will be charged @ 18% per year from the date of non-payment of these penalties. If the penalties amount along with interest exceeds "Rs. fifty (50) lakhs" in a year then Authority will have the right to terminate the agreement.
- 11.1.3.3 The SLA parameters shall be measured for each of the sub systems" SLA parameter requirements and measurement methods, through appropriate SLA Measurement tools to be provided by the Concessionaire and audited by Authority for accuracy and reliability. The Concessionaire would need to configure the SLA Measurement Tools such that all the parameters as defined under SLA. Post-implementation SLAs should be measured and appropriate reports be generated for monitoring the compliance.
- 11.1.3.4 In the event of non-compliance to this condition, Authority reserves the right to invoke the termination clause. All the activities and obligations pursuant to the termination, shall be as per Termination clause as provided in this RFP document.

11.2 Other Penalties

It is expected that the Concessionaire should comply with all the Policy / Procedural / Regulatory Guidelines enforced by Government of India, Government of Maharashtra, and other statutory and related bodies, as amended from time to time. The Concessionaire should also safeguard the Application Security and Application Integrity. Penalty would be applicable for non-compliance of relevant security certifications. There would be Zero Tolerance policy against such breaches. The penalties across various breaches could be categorised as follows (this includes but not limited to the following):

- Information Security Breach: Any data leakage, information sharing, reports sharing without the consent of Authority.
- Network & System Security Breach: Any instance of hacking, information / data compromise, unauthorised access to the private Wi-Fi / LAN / network used for LED display.
- Guidelines Breach: Non-compliance to guidelines shared by various government agencies such as complying with standards for website / mobile app development etc.

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For any of the breach for above-mentioned category, a penalty would be levied on the Concessionaire for every instance of occurrence if not responded as per the timelines mentioned in the table below:

Type	Measurement (Unit)	Response Time (in unit)	Penalty on response w.r.t. delay /Unit
Information Security Breach	Hours	1	Rs. 25,000/-
Network & System Security Breach	Hours	1	Rs. 1,00,000/-
Guidelines Breach	Days	7	Rs. 2,50,000/-

Note: This penalty amount does not evade the Concessionaire of any financial liability arisen on account of breach of systems covered under this RFP document.

The response time refers to immediate remedial action taken, and preventive measures updated by the Concessionaire on occurrence of the event. In case the breaches are not responded to in the time frame as specified, penalties would be levied as per the table above and failing to address the breach in desired timeline, recurring penalties would be levied w.r.t. to delay in units as mentioned. For example, in case of an Information Security Breach, the Concessionaire must respond within one (1) hour of the event occurrence.

In case of more than three (3) instances of such breach within a single calendar year, Authority reserves the right to invoke the termination clause along with legal action would be initiated for serious offence as decided by Authority.

Guidelines Breach includes non-compliance to certain guidelines as set by various agencies like Ministry of Communications and Information Technology, Department of Science and Technology, or other statutory Authorities etc. In such cases, resolution of the issue is mandatory. The Concessionaire would be required to respond with the action plan / change request, as applicable, in order to resolve the guidelines breach within the specified response time.

11.3 Penalties shall not be levied on the Concessionaire in the following cases:

- 11.3.1 In case of a force majeure event effecting the SLA which is beyond the control of the Concessionaire. Force Majeure events shall be considered in line with the Force Majeure clause mentioned in this RFP document.
- 11.4 Theft cases by default / vandalism would not be considered as “beyond the control of Concessionaire”. Hence, the Concessionaire should be taking adequate anti-theft measures, spares strategy, insurance as required to maintain the desired required SLA.

12 FORCE MAJEURE

12.1 Definition of Force Majeure

The Concessionaire or the Authority, as the case may be, shall be titled to suspend or excuse performance of its respective obligations under this RFP document to the extent that such performance is impeded by an event of force majeure (“**Force Majeure**”).

12.2 Force Majeure events

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A Force Majeure event means any event or circumstance or a combination of events and circumstances referred to in this Clause, which may be classified as all or any of the following events:

- i. Act of God, including earthquake, flood, inundation, landslide, exceptionally adverse weather conditions, storm, tempest, hurricane, cyclone, lightning, thunder, volcanic eruption, fire or other extreme atmospheric conditions;
- ii. Radioactive contamination or ionizing radiation or biological contamination;
- iii. A strike or strikes or other industrial action or blockade or embargo or any other form of civil disturbance (whether lawful or not), in each case affecting on a general basis the industry related to the affected Services and which is not attributable to any unreasonable action or inaction on the part of the Concessionaire or any of its Sub Agencies or suppliers and the settlement of which is beyond the reasonable control of all such persons;
- iv. general strikes, lockouts, boycotts, labor disruptions or any other industrial disturbances as the case may be not arising on account of the acts or omissions of the Concessionaire and which affect the timely implementation and continued operation of the Project;
- v. An act of war (whether declared or undeclared), hostilities, invasion, armed conflict or act of foreign enemy, blockade, embargo, prolonged riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage, for a continuous period exceeding seven (7) days.

For the avoidance of doubt, it is clarified that any negligence in performance of Services which directly causes any breach of security like hacking aren't the forces of nature and hence wouldn't be qualified under the definition of "Force Majeure". In so far as applicable to the performance of Services, Service Provider will be solely responsible to complete the risk assessment and ensure implementation of adequate security hygiene, best practices, processes and technology to prevent any breach of security and any resulting liability therefrom (wherever applicable).

12.3 Notification procedure for Force Majeure

- 12.3.1 The affected Party shall notify the other Party of a Force Majeure event within seven (7) days of occurrence of such event. If the other Party disputes the claim for relief under Force Majeure it shall give the claiming Party written notice of such dispute within thirty (30) days of such notice. Such dispute shall be dealt with in accordance with the dispute resolution mechanism in accordance with Clause.
- 12.3.2 Upon cessation of the situation which led the Party claiming Force Majeure, the claiming Party shall within seven (7) days hereof notify the other Party in writing of the cessation and the Parties shall as soon as practicable thereafter continue performance of all obligations under this RFP document.

12.4 Allocation of costs arising out of Force Majeure

- 12.4.1 Upon the occurrence of any Force Majeure Event, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof.
- 12.4.2 For the avoidance of doubt, Force Majeure Costs may include interest payments on debt, operation and maintenance expenses, any increase in the cost of the Services on account of inflation and all other costs directly attributable to the Force Majeure Event.
- 12.5 Save and except as expressly provided in this Clause, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, costs, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereof.

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12.6 Consultation and duty to mitigate

Except as otherwise provided in this Clause, the affected Party shall, at its own cost, take all steps reasonably required to remedy and mitigate the effects of the Force Majeure event and restore its ability to perform its obligations under this RFP document as soon as reasonably practicable. The Parties shall consult with each other to determine the reasonable measures to be implemented to minimise the losses of each Party resulting from the Force Majeure event. The affected Party shall keep the other Parties informed of its efforts to remedy the effect of the Force Majeure event and shall make reasonable efforts to mitigate such event on a continuous basis and shall provide written notice of the resumption of performance hereunder.

13 EVENTS OF DEFAULT AND TERMINATION

13.1 Events of Default

Any of the following events shall constitute an event of default unless such event has occurred as a result of one or more reasons set out in clause 11.2;

- i. The Concessionaire has failed to adhere to the project execution requirements and the Implementation Schedule and such failure, in the reasonable estimation of Authority, is likely to delay complete implementation of the scope of work defined in this RFP document beyond 10 weeks of the Scheduled Date, which is four months from the date of signing of the agreement;
- ii. The Concessionaire has failed to complete implementation of the scope of work defined in this RFP document beyond 10 weeks of the Scheduled Date, which is four months from the date of signing of the agreement;
- iii. The Concessionaire is in Material Breach of O&M Requirements;
- iv. Any material representation made or warranties given by the Concessionaire under this RFP document is found to be false or misleading;
- v. The Concessionaire has created any Encumbrance on the Project Site in favour of any Person save as otherwise expressly permitted under this RFP document;
- vi. The Concessionaire has failed to ensure minimum shareholding requirements specified in clause 5.3;
- vii. A resolution has been passed by the shareholders of the Concessionaire for the voluntary winding up of the Concessionaire;
- viii. Any petition for winding up of the Concessionaire has been admitted and liquidator or provisional liquidator has been appointed or the Concessionaire has been ordered to be wound up by Court of competent jurisdiction except for the purpose of amalgamation or reconstruction with the prior consent of Authority, provided that, as part of such amalgamation or reconstruction, the property, assets and undertaking of the Concessionaire are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Concessionaire under this RFP document, and provided further that:
 - a) the amalgamated or reconstructed entity has the technical capability and operating experience necessary for the performance of its obligations under this RFP document;

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- b) the amalgamated or reconstructed entity has the financial standing to perform its obligations under this RFP document and has a credit worthiness at least as good as that of the Concessionaire as at Commencement Date; and
- c) RFP document remains in full force and effect.
- ix. The Concessionaire has abandoned the Project Facilities.
- x. The Concessionaire has repudiated this RFP document or has otherwise expressed an intention not to be bound by this RFP document.
- xi. The Concessionaire has suffered an attachment levied on any of the assets located or comprised in the Project Site / Project Facilities, causing a Material Adverse Effect on the Project and such attachment has continued for a period exceeding 90 days.
- xii. The Concessionaire has otherwise been in Material Breach of any of its other obligations and terms and conditions under this RFP document.
- xiii. The Concessionaire is not able to meet the SLAs minimum requirements at all the times or otherwise.
- xiv. The Concessionaire reporting bankruptcy to the Authority, or any appropriate statutory forum.
- xv. If the Concessionaire or any of its principal officers is convicted by the Court of competent jurisdiction for any moral turpitude or illegal activity in the understanding of the Council.
- xvi. If the Council has a reason to believe that the contract of Digital Full Colour LED Display Panels has been transferred / sold or in any way alienated to any third party or that the project site has been leased, sub- leased, rented or sub-let or in any way alienated or if any money / loan has been raised / procured by pledging, mortgaging or otherwise such project space.
- xvii. Any usage or occupation of any area or space over and beyond the area and space allocated for the purposes of installation of the LED unit shall be construed to be encroachment and the Concessionaire shall be informed of such encroachment by writing. in the event, there is a failure to remove such an encroachment within the period of 30 days from such intimation, the same shall entitle the authority to act under Clause 12.
- xviii. If the Digital Full Colour LED Display Panels is used in such a way that it obstructs the passage for the pedestrian traffic.
- xix. If the Concessionaire obstructs the entry of Chairperson / Member of the Council or any other Officer authorised by him / her.
- xx. If the Concessionaire puts up any super-structure in contravention of the terms & conditions.

13.2 No Breach of Obligations

The Concessionaire shall not be considered to be in breach of its obligations under this RFP document nor shall it incur or suffer any liability if and to the extent performance of any of its obligations under this RFP document is affected by or on account of any of the following:

- i. Force Majeure Event as provided under clause 10;

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- ii. Compliance with written instructions of the Authority or the directions of any Government Concessionaire in writing, other than instructions issued as a consequence of a breach by the Concessionaire of any of its obligations hereunder or any applicable law.

13.3 Termination due to Events of Default

If the LICENSEE is desirous of terminating the license hereby created before the expiry of the period of the license, it shall give to local authority, three months" notice in writing of its intention to terminate the license and on the expiry of the said period, the agreement shall stand terminated. However, the PBG will stand forfeited in favour of the Licensor (local authority). Notwithstanding anything contrary contained in this agreement, nothing would prevent the local authority to terminate this contract forthwith should in case a situation so warrant in public interest & exigency deemed fit and proper in larger public interest and without requiring any notice to the Concessionaire whatsoever.

Subject to the terms and conditions more expressly contained in this agreement, the Authority shall have the right to terminate the agreement without any notice for the following violations:

- a) If the Concessionaire commits breaches of any of the conditions.
- b) If the Concessionaire is declared bankrupt or ceases to exist or is incapacitated by law or otherwise, or is wound up, dissolved or dies.

13.3.1 Without prejudice to any other right or remedy which the Authority may have in respect thereof under this RFP document, upon the occurrence of an Event of Default, the Authority shall be entitled to terminate this Agreement as hereinafter provided.

13.3.2 If Authority decides to terminate this Agreement pursuant to preceding clause 13.3.1, it shall in the first instance issue Preliminary Notice to the Concessionaire. Within 30 days of receipt of the Preliminary Notice, the Concessionaire shall submit to Authority in sufficient detail, the manner in which it proposes to cure the underlying Event of Default (the "Concessionaire's Proposal to Rectify"). In case of non-submission of the Concessionaire's Proposal to Rectify within the said period of 30 days, Authority shall be entitled to terminate this Agreement by issuing Termination Notice, and to appropriate the Performance Security.

13.3.3 If the Concessionaire's Proposal to Rectify is submitted within the period stipulated therefore, the Concessionaire shall have further period of 30 days to remedy / cure the underlying Event of Default (Cure Period). If, however the Concessionaire fails to remedy / cure the underlying Event of Default within such further period allowed, Authority shall be entitled to terminate this Agreement by issue of Termination Notice and to appropriate the Performance Security if subsisting.

13.4 Termination Notice

If Authority, having become entitled to do so decides to terminate this Agreement pursuant to the preceding clause 13.3, it shall issue Termination Notice setting out:

- i. in sufficient detail the underlying Event of Default;
- ii. the Termination Date which shall be a date occurring not earlier than 30 days from the date of Termination Notice;
- iii. the estimated Termination Payment including the details of computation thereof and;
- iv. any other relevant information.

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13.5 Obligation of Parties

Following issue of Termination Notice by Authority in accordance with clause 11.4, the Parties (i.e. the Concessionaire and the Authority) shall promptly take all such steps as may be necessary or required to ensure that:

- i. until Termination the Parties shall, to the fullest extent possible, discharge their respective obligations so as to maintain the continuity of service to the users of the Project Facilities,
- ii. the Termination Payment, if any, payable by the Concessionaire is paid to the Authority before the Termination Date; and
- iii. the Project Facilities are handed over to Authority by the Concessionaire on the Termination Date, free from any Encumbrance, under this Agreement.

13.6 Withdrawal of Termination Notice

Notwithstanding anything in consistent contained in this RFP document, if the Concessionaire cures the underlying Event of Default to the satisfaction of the Authority at any time before the Termination occurs, the Termination Notice may be withdrawn by the Authority.

Provided that the Concessionaire shall compensate the Authority for any direct costs / consequences occasioned by the Event of Default which caused the issue of Termination Notice.

13.7 Termination Payments

Upon Termination of this Agreement, the Authority shall be entitled to receive Termination Payment as under:

- i. If the Agreement is terminated due to Event of Default, Authority shall forfeit the Performance Bank Guarantee furnished by the Concessionaire, and all the assets and services created under this project will become the property of Authority. The Concessionaire shall pay all fees / dues, if any, to the Authority before the date of termination.

13.8 Rights of Authority on Termination

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

- i. Enter upon the Project Site and take over the Project Facilities without any hindrance.
- ii. prohibit the Concessionaire or any Person claiming through or under the Concessionaire from entering upon / dealing with the Project Site / Project Facilities;
- iii. step in or nominate any person to step in without the necessity of any further action by the Concessionaire, to the interests of the Concessionaire under such of the Project Agreements, as Authority may in its discretion deem appropriate with effect from such date as Authority may specify.

Provided any sums claimed by counter party to any such Project Agreements as being due and owing for work or services performed or accruing on account of any act, omission or event prior to such date specified by Authority for step in shall and shall always constitute debt between the Concessionaire and such counter party and Authority shall in no way or manner be liable or responsible for such sums. The Concessionaire shall ensure that the Project Agreements contain provisions necessary to give effect to the provisions of this clause 11;

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- iv. Notwithstanding anything contained in this Agreement, Authority shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularisation of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Concessionaire in connection with the Project, and the hand back of the Project Site / facilities by the Concessionaire to Authority shall be free from any such obligation.
- v. Notwithstanding anything contained in this Agreement, the right of Authority to vacant and peaceful possession of the Project Facilities, upon Termination is absolute. If the Concessionaire fails to deliver vacant and peaceful possession of the Project Facilities as contemplated in this provision, the Concessionaire shall be liable to pay to Authority and Authority shall be entitled to recover from the Concessionaire, an amount that represents a genuine estimate of the losses, damages and costs suffered by Authority by way of liquidated damages. The parties agree that the said liquidated damages shall be calculated at the rate of 100% of the applicable minimum guaranteed Fee for next four months when the Concession is Terminated plus the costs incurred by Authority for recovery of the Project Facilities. Such liquidated damages shall be recoverable from the Termination Date to the date when Authority receives vacant and peaceful possession of the Project Facilities. Provided, the recovery of liquidated damages shall be without prejudice to the rights and remedies available to Authority against the Concessionaire who shall be deemed to be a trespasser in illegal and unauthorised possession and occupation of the Project Site and Project Facilities, upon Termination.

13.9 Rights of Parties

Notwithstanding anything to the contrary contained in this Agreement, Termination pursuant to any of the provisions of this Agreement shall be without prejudice to accrued rights of either Party including its right to claim and recover money damages and other rights and remedies which it may have in law or Agreement. The rights and obligations of either Party under this Agreement, including without limitation those relating to Termination Payment, shall survive the Termination but only to the extent such survival is necessary for giving effect to such rights and obligations.

13.10 Default on part of Authority:

13.10.1 Valid discharge:

The authority shall define and appoint a nodal officer or point of contact for the purposes of the present agreement/ RFP and any written communication by the Concessionaire with such point of contact shall be valid discharge of its obligation of Communication.

13.10.2 Non waiver Clause:

No failure by either party hereto at any time to give notice of any breach by the other party of, or to require compliance with, any condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

14 DISPUTE RESOLUTION

- 14.1 Any disputes and/or differences relating to this agreement or claims arising out of or relating to this agreement or breach, termination, or the invalidity thereof, or any issue whether arising during the progress of the services or after the completion or abandonment thereof, or any matter directly or indirectly connected with this agreement, will be resolved through joint discussion of the authorized representatives of both parties

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(Authority and Concessionaire). If the dispute is not resolved by joint discussion, then the matter will be referred for adjudication to a sole arbitrator mutually appointed by both parties. Alternatively, the parties may agree to an institutional arbitration.

- 14.2 The award of the sole arbitrator shall be final and binding on all the parties. The cost of arbitration shall be borne by the respective parties equally. Arbitration proceedings will be held at a neutral venue agreed upon by both parties.
- 14.3 Rules governing Arbitration Proceedings: The arbitration proceedings shall be governed by the Indian Arbitration and Conciliation Act 1996, as amended from time to time, including provisions in force at the time the reference is made. During the pendency of arbitration proceedings, the Concessionaire's obligation to perform and make due payments to Authority as per the Agreement shall be subject to the orders of the arbitral tribunal.

15 LIQUIDATED DAMAGES

- 15.1 Time is the essence of the Agreement and the delivery dates are binding on the Concessionaire. In the event of delay or any gross negligence, for causes attributable to the Concessionaire, in meeting the deliverables, the Authority shall be entitled at its option to recover from the Concessionaire as agreed, liquidated damages, as per the rates mentioned in "Implementation & Post Implementation Performance Requirements" of Service Level Agreement as mentioned in this RFP document. In the event of Liquidated Damages exceeding Rupees one crore in a year, the Authority has a right to invoke "Termination Clause". The activities pursuant to the termination of the Agreement shall be in-line with the conditions of the RFP document.

16 EXIT MANAGEMENT SCHEDULE

- 16.1 Purpose:** This Clause sets out the provisions, which will apply on expiry or termination of the Agreement.

16.2 Transfer of assets

- 16.2.1 The Concessionaire shall within fifteen (15) days of the expiry of the Agreement or termination of the Agreement, whichever is earlier, hand over all the assets and services created by the Concessionaire under this agreement to the Authority, as per the Assets List made under the provisions of Clause 3.6.19, in proper working condition to the Authority.
- 16.2.2 In case of any deficiency noticed at the time of such handing over, the Concessionaire has to get it rectified at his own cost within 45 days of such handing over otherwise Authority will get it rectified at the risk and cost of the Concessionaire.
- 16.2.3 Performance Bank Guarantee of the Concessionaire will be released only after successful handing over of the all the assets and services, including hardware, software, network and services in working conditions to Authority, and after adjustments of any amount due and recoverable from the Concessionaire under this Agreement by Authority, if any.
- 16.2.4 Upon service of a notice under this Clause the following provisions shall apply:
- i. In the event, if the Assets or services to be transferred are mortgaged to any financial institutions by the Concessionaire, the Concessionaire shall ensure that all such liens

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and liabilities have been cleared beyond doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to the Authority.

- ii. All title to the Assets and Services to be transferred to the Authority pursuant to this Clause shall be transferred to Authority, within the time period as mentioned in clause 14.2.1.

16.2.5 The outgoing Concessionaire will pass on to Authority, the subsisting rights in any licensed products on terms not less favourable to Authority, than that enjoyed by the outgoing Concessionaire.

16.3 Cooperation and Provision of Information

During the Exit Management Period:

- i. During the transition period, the Successful Concessionaire will provide continuous support to assist DGIPR in any operational or technical challenges.
- ii. The Successful Concessionaire will ensure a seamless handover of responsibilities, including resolving any pending issues or incidents
- iii. Regular meetings and communication channels shall be established to facilitate a smooth knowledge transfer and address any queries.
- iv. The Concessionaire will allow the Authority access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the Authority to assess the existing services being delivered;
- v. The Concessionaire shall promptly on reasonable request by the Authority provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services (whether provided by the Concessionaire). The Authority shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. The Concessionaire shall permit the Authority or its nominated agencies to have reasonable access to its employees and facilities as reasonably required by the Authority to understand the methods of delivery of the services employed by the Concessionaire and to assist appropriate knowledge transfer.
- vi. The Concessionaire shall ensure that all hardware is in good condition and software licenses are valid for at 1 year after handover.

Design, Development, Implementation, Operation and Maintenance of Digital Full Colour LED display screens at multiple locations in Maharashtra

Annexure - 1: Details of locations of Digital Full Colour LED Display Panels

The list below is a high-level list of locations from which 200 locations will be selected & be confirmed within 60 days of work order:

- 35 District Collector offices in Maharashtra
- 35 Superintendent of Police Offices in Maharashtra
- 29 Corporation offices in Maharashtra
- 07 Divisional offices in Maharashtra
- 03 Mantralaya offices
- 140 MSRTC Bus Stands (Includes 2 screen in Mumbai & Thane Bus stands) – Refer image below

There are additional locations in this, to allow as fallback location, in case any of above 200 primary locations may not be available e.g. due to renovation, space availability or any other formal circumstances.

Design, Development, Implementation, Operation and Maintenance of Digital Full Colour LED display screens at multiple locations in Maharashtra

AVAILABLE LOCATION LIST – MAHARASHTRA

No	Station Name	No	Station Name	No	Station Name	No	Station Name
	Mumbai (Total = 4)		Satara (Total = 6)		Ahmednagar (Total = 7)		Dhule (Total = 4)
1	Mumbai Central	37	Satara CBS	73	Ahmednagar Old CBS	108	Dhule – CBS
2	Parel	38	Karad	74	A.Nagar BusStn No3	109	Taloja
3	Kurla Nehru Nagar	39	Mahabaleshwar	75	A.Nagar- Tarkpur	110	Sakri
4	Borivali Nanacy	40	Panchgani	76	Shirdi	111	Shirpur
	Thane (Total = 6)	41	Rajwada	77	Shrirampur		Amravati (Total = 5)
5	Thane Vandana	42	Faltan	78	Sangamner	112	Amravati CBS
6	Thane Khopat New		Sangli (Total = 5)	79	Jamkhed	113	Balnera
7	Bhivandi	43	Sangli- CBS		Chhatrapati Sambhajnagar (Total=4)	114	Paratwada
8	Kalyan	44	Miraj New CBS	80	Chhatrapati Sambhajnagar- CBS	115	Daryapur
9	Shahapur	45	Miraj Old	81	Chhatrapati Sambhajnagar – Cidco	116	Dhamangaon
10	Wada	46	Tasgaon	82	Sillod		Buldhana (Total = 5)
	Paighar (Total = 2)	47	Islampur	83	Paithan	117	Buldhana CBS
11	Paighar		Kolhapur (Total = 6)		Beed (Total = 4)	118	Mehkar
12	Navghar Vasai	48	Kolhapur- CBS	84	Beed CBS	119	Malkapur
	Raigad (Total = 6)	49	Kolhapur Rail Station	85	Parali	120	Khamgaon
13	Alibaug	50	Rankala	86	Gewarai	121	Shegaon
14	Ramwadi (Pen New)	51	Kagal	87	Ambejogai		Nagpur (Total = 5)
15	Mangaon	52	Ichalkaranji		Jalna (Total = 4)	122	Nagpur-G.Peth
16	Roha	53	Gadhinglaj	88	Jalna CBS	123	Nagpur Morbhavan
17	Khopoli		Solapur (Total = 4)	89	Bhokardan	124	katol
18	Panvel	54	Solapur- CBS	90	Ambad	125	Savner
	Ratnagiri (Total = 3)	55	Pandharpur	91	Jafrabad	126	Ramtek
19	Ratnagiri CBS	56	Barshi		Nashik (Total = 5)		Nanded (Total = 3)
20	Chiplun Old	57	Akkalkot	92	Nashik – New CBS	127	Nanded – CBS
21	Dapoli		Dharashiv (Total= 4)	93	Nashik Mahamarg	128	Loha
	Sindhudurg (Total = 3)	58	Dharashiv CBS	94	Nashik Road	129	Mahor
22	Sawantwadi	59	Tuljapur – CBS	95	Malegaon New CBS		Parbhani (Total = 3)
23	Kankawali	60	Kalamb	96	Manmad	130	Parbhani- CBS
24	Kudal	61	Umaraga		Nandurbar (Total = 2)	131	Basmat
	Pune (Total = 9)		Latur (Total = 4)	97	Nandurbar - CBS	132	Gangakhed
25	Pune– Shivajinagar	62	Latur CBS	98	Shahada		Washim (Total = 2)
26	Pune – Swargate	63	Udgir		Jalgaon (Total = 5)	133	Washim
27	Pune RLY Station	64	Ausa	99	Jalgaon- CBS	134	Karanja
28	Pimpri Chinchwad	65	Ahemadpur	100	Chalisgaon		Yeotmal (Total = 3)
29	Lonawala		Akola (Total = 4)	101	Bhusawal	135	Yeotmal - CBS
30	Baramati	66	Akola New CBS	102	Amalner	136	Pusad
31	Shirur	67	Akola Old	103	Jalgaon City	137	Wani
32	Indapur	68	Akut		Gondiya (Total = 1)		Gadchiroli (Total = 1)
33	Narayangaon	69	Telhara	104	Gondiya - CBS	138	Gadchiroli - CBS
	Bhandara (Total = 3)		Chandrapur (Total = 3)		Wardha (Total = 3)		Hingoli (Total = 2)
34	Bhandara CBS	70	Chandrapur CBS	105	Wardha – CBS	139	Hingoli CBS
35	Tiroda	71	Varora	106	Pulgaon	140	Kalmnuri
36	Tumsar	72	Chimur	107	Hinganghat		

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Annexure - 2: General Information about the Concessionaire

Details of the Concessionaire		
1.	Name of the Concessionaire	
2.	Address of the Concessionaire	
3.	Details of Incorporation of the Company	Date:
		Ref. #
4.	Details of Commencement of Business	Date:
		Ref. #
5.	Valid GST registration no.	
6.	Permanent Account Number (PAN)	
7.	Tax Deduction and Collection Account Number (TAN)	
8.	Name & Designation of the contact person to whom all references shall be made regarding this RFP	
9.	Telephone No. (with STD Code)	
10.	E-Mail of the contact person:	
11.	Fax No. (with STD Code)	
12.	Website	

NOTE :

Information is to be provided in the above format for Concessionaire.

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Annexure - 3 :No Barring Certificate

Declaration of No Barring

(To be provided on the Company letter head)

Dated :

Declaration for Concessionaire:

To,

Directorate General of Information and Public Relation (DGIPR), Maharashtra

Ground Floor, Main Building

Mantralaya, Madam Cama Road

Mumbai, Maharashtra

400032

(022 2202 8383)

Subject: Request For Proposal for Selection of Concessionaire for "Design, Development, Implementation, Operation and Maintenance of Digital Full Colour LED display Panels at DGIPR, Maharashtra on Build Operate Transfer (BOT) basis".

Ref: RFP No. _____ dated _____

Dear Sir,

We confirm that our company or firm _____ is currently not debarred / blacklisted in any manner whatsoever by any of the State or UT and or Central Government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

(Signature of the Concessionaire)

Name, Designation and Seal

Date:

Place:

Business Address:

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Annexure - 4 : Format for Financial Capacity

To,

Directorate General of Information and Public Relation (DGIPR), Maharashtra

Ground Floor, Main Building

Mantralaya, Madam Cama Road

Mumbai, Maharashtra

400032

(022 2202 8383)

S. No.	Financial Year	Annual Revenue (Rs.)
1.	2021-22	
2.	2022-23	
3.	2023-24	
	Average Annual Turnover	

Net Worth (in INR)

Particulars	As at March 31, 2024
Net Worth	

(Signature, name and designation of the authorised signatory)

Date:

Name and seal of the audit firm:

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

Note :

1. This format is to be submitted by Concessionaire
2. This format should be supported by Certificate from the Statutory Auditor of the respective Organisation.
3. Exchange rate should be taken as Rs. 83 per US \$ for conversion to Rupees.

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Annexure - 5 :Format of Bank Guarantee

(To be executed on Requisite Non-Judicial Stamp Paper of requisite value)

WHEREAS, (Name of the Concessionaire) wishes to submit his Bid for Request For Proposal for Selection of Concessionaire for "Design, Development, Implementation, Operation and Maintenance of Digital Full Colour LED display Panels at DGIPR, Maharashtra on Build Operate Transfer (BOT) basis" hereinafter called "Bid".

KNOW ALL MEN by these presents that we (Name of bank) of (city and country) having our registered office at _____ (hereinafter called "the Bank") are irrevocably and unconditionally bound to the Director General of Information and Public Relations, Govt of Maharashtra or its successor, (hereinafter referred to as "Authority" in the sum of Rupees _____ only (in Words) Rs. _____ which payment can truly be made to Authority. The Bank binds themselves, their successors and assigns by these presents.

Sealed with the Common Seal of the Bank this _____ day of _____, 20__ THE CONDITIONS of this obligation are:

- a) If the Concessionaire withdraws his Bid at any time during the stipulated period of Bid Validity specified in the RFP document and; or
- b) If the Concessionaire, for the period of the Bid Validity as per RFP document in Authority's opinion, commits a material breach of any of the terms and / or conditions contained in the RFP Documents and / or subsequent communication from Authority in this regard; or
- c) If the Concessionaire, refuses to accept the correction of errors in the Bid; or
- d) If the Concessionaire, having been notified of the acceptance of its Bid by the Authority fails or refuses to comply with the following requirements:
 - i. Pay either the performance security or the instalment due of the Fee as specified in Clause 3.7.1 of the RFP document to DGIPR Maharashtra Govt
 - ii. Sign the Agreement as provided in the RFP Document, We agree and undertake, absolutely, irrevocably and unconditionally to pay to the Authority, as the case may be, the above amount without protest, delay or demur upon receipt of Authority's first written demand, without the Authority having to substantiate its demand, provided that in its demand the Authority will note that the amount claimed by it is due to it owing to the occurrence of one or more of the conditions set out above, specifying the occurred condition or conditions.

The Guarantee will remain in force up to and including the date of expiry of the period of Bid Validity as stated in the RFP Document or as extended by Authority at any time as per RFP, notice of which extension to the Bank being hereby waived.

Provided however, that.

In the event that this Concessionaire is selected for award of the project through the issue of the Letter of Intent, the EMD shall remain in force until the date of signing of agreement by such Concessionaire

OR

In the event this Concessionaire is not selected for award of the Project, the Earnest Money Deposit shall remain in force up to and including a period of 60 days after the expiration of the bid validity period or signing of the agreement, which is later.

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Any demand in respect of this Guarantee should reach the Bank not later than the date of expiry (as defined above) of this Guarantee.

The jurisdiction in relation to this Guarantee shall be the courts of Mumbai, Maharashtra and the Indian law shall be applicable.

SIGNATURE OF AUTHORISED REPRESENTATIVE OF THE BANK NAME AND DESIGNATION SEAL OF THE BANK NAME OF THE WITNESS ADDRESS OF THE WITNESS

Design, Development, Implementation, Operation and Maintenance of Digital Full Colour LED display screens at multiple locations in Maharashtra

Annexure - 6 :Pre-contract Integrity Pact

General

This pre-bid pre-contact Agreement (hereinafter called the Integrity Pact) is made on ____ day of the month of 20....., between on one hand the Directorate General of Information and Public Relation (DGIPR), Maharashtra, Ground Floor, Main Building, Mantralaya, Madam Cama Road, Mumbai, Maharashtra, 400032 acting through Shri_____, The Superintending Engineer (hereinafter called the “Principal / Owner”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M / s represented by Shri _____ (hereinafter called the “Concessionaire(s) / Contractor(s) which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

Whereas the Principal / Owner proposes to invite Request For Proposal for “Selection of Concessionaire for “Design, Development, Implementation, Operation and Maintenance of Digital Full Colour LED display Panels at DGIPR, Maharashtra on Build Operate Transfer (BOT) basis” through the Concessionaire(s) / Contractor(s) and the Concessionaire(s) / Contractor(s) is willing to offer / has offered the same.

Whereas the Concessionaire(s) / Contractor(s) is a private company / public company / Government undertaking / partnership / registered export Concessionaire, constituted in accordance with the relevant law in the matter and the Principal / Owner is the DGIPR, Maharashtra, performing its functions on behalf of the State.

Now, therefore,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the Principal / Owner to procure the desired said work / Services / Stores / Equipments at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption during bidding, execution & public procurement,

And

Enabling Concessionaire(s) / Contractor(s) to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Principal / Owner will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties here to hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the Principal / Owner

1.1 The Principal / Owner undertakes that no official of the Principal / Owner, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Concessionaire(s) / Contractor(s), either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The Principal / Owner will, during the pre-contract stage, treat all Concessionaire(s) / Contractor(s) alike, and will provide to all Concessionaire(s) / Contractor(s) the same information and will not provide and such information to any particular Concessionaire(s) / Contractor(s) which could afford an advantage to that particular Concessionaire(s) / Contractor(s) in comparison to other Concessionaire(s) / Contractor(s).

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1.3 All the officials of the Principal / Owner will report to the CVO, Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the Concessionaire(s) / Contractor(s) to the CVO, Authority with full and verifiable facts and the same is prima facie found to be correct by the Authority, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Authority and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Authority the proceedings under the contract would not be stalled.

Commitments of Concessionaire(s) / Contractor(s)

3. The Concessionaire(s) / Contractor(s) commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

3.1 The Concessionaire(s) / Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal / Owner, connected directly or indirectly with the bidding process, or to any person, organisation or third part related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The Concessionaire(s) / Contractor(s) further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal / Owner or otherwise in executing the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the DGIPR, Government of Maharashtra for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the DGIPR, Government of Maharashtra.

3.3 Concessionaire(s) / Contractor(s) shall disclose the name and address of Concessionaires / Brokers / representatives / Intermediaries and Indian Concessionaire(s) / Contractor(s) shall disclose their foreign Principals or associates at the time of bidding.

3.4 Concessionaire(s) / Contractor(s) shall disclose the payments to be made by them to such Concessionaires / brokers / representatives / intermediaries, in connection with this bid / contract at the time of bidding.

3.5 The Concessionaire(s) / Contractor(s), either while presenting the bid or during pre- contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to Concessionaires, brokers or any other intermediaries in Connection with the contract and the details of services agreed upon for such payments. A copy of contract so made with Concessionaires / brokers / intermediaries shall be submitted.

3.6 The Concessionaire(s) / Contractor(s) will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. Concessionaire shall remain responsible to maintain safety & confidentiality of his bid documents during bid process.

3.7 The Concessionaire(s) / Contractor(s) will not accept any advantage in exchange for any corrupt practice, unfair means, and illegal activities.

3.8 The Concessionaire(s) / Contractor(s) shall not use improperly, for purposed of competition or personal gain, or pass on to others, any information provided by the Principal / Owner as part

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business relationship regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Concessionaire(s) / Contractor(s) also undertakes to exercise due and adequate care lest any such information is divulged.

3.9 The Concessionaire(s) / Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts, either to principal / owner or to IEMs so appointed by Authority.

3.10 The Concessionaire(s) / Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.11 If the Concessionaire(s) / Contractor(s) or any employee of the Concessionaire(s) / Contractor(s) or any person acting on behalf of the Concessionaire(s) / Contractor(s), either directly or indirectly, is a relative of any of the officers of the Principal / Owner, or alternatively, if any relative of an officer of the Principal / Owner has financial interest / stake in the Concessionaire(s) / Contractor(s) firm, the same shall be disclosed by the Concessionaire(s) / Contractor(s) at the time of filing of bid. The term "relative" for this purpose would be as defined in Section 2(77) of the Companies Act, 2013.

3.12 The Concessionaire(s) / Contractor(s) shall not lend to or borrow any money from or enter into any monetary dealings or transaction, directly or indirectly, with any employee of the Principal / Owner.

3.13 Authority has adopted integrity pact for all its contracts. It is mandatory for the Concessionaires / contractors to sign the I.P. The bid of Concessionaire / contractor to do not sign the I.P. shall not be considered. Details of IEMs (Independent External Monitor) are available on Authority's website.

In case of any grievances about the bid the same may be sent to IEM / Vigilance of Authority with the name address of the sender.

4. Previous Transgression

4.1 The Concessionaire(s) / Contractor(s) declares that no previous transgression occurred in the last Five years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged here under or with any Public Sector Enterprise in India DGIPR. Maharashtra that could justify Concessionaire(s) / Contractor(s) exclusion from the bidding process.

4.2 The Concessionaire(s) / Contractor(s) agrees that if it makes incorrect statement on this subject, Concessionaire(s) / Contractor(s) can be disqualified from the bidding process or the contract, if already awarded, can be terminated for such reason.

5. Sanctions for Violations

5.1 Any breach of the aforesaid provisions by the Concessionaire(s) / Contractor(s) or any one employed by it or acting on its behalf (whether with or without the knowledge of the Concessionaire(s) / Contractor(s)) shall entitle the Principal / Owner to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Concessionaire(s) / Contractor(s). However, the proceedings with the other Concessionaire(s) / Contractor(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit / Performance Bond / Guarantee (after the contract is signed) shall stand forfeited and the Principal / Owner shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the Concessionaire(s) / Contractor(s).

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(iv) To recover all sums already paid by the Principal / Owner, and in case of an Indian Concessionaire(s) / Contractor(s) with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a Concessionaire(s) / Contractor(s) from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Concessionaire(s) / Contractor(s) from the Principal / Owner in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the Concessionaire(s) / Contractor(s), in order to recover the payments, already made by the Principal / Owner, along with interest.

(vi) To cancel all or any other contracts with the Concessionaire(s) / Contractor(s). The Concessionaire(s) / Contractor(s) shall be liable to pay compensation for any loss or damage to the Principal / Owner resulting from such cancellation / rescission and the Principal / Owner shall be entitled to deduct the amount so payable from the money(s) due to the Concessionaire(s) / Contractor(s).

(vii) To debar the Concessionaire(s) / Contractor(s) from participation in future bidding processes of the DGIPR, Government of Maharashtra for a period ranging from five months to maximum five years. However if the Concessionaire takes corrective measures against transgressions, subject to satisfaction of Principal / Owner & IEMs, the period of debar can be reviewed.

(viii) To recover all sums paid in violation of this Pact by Concessionaire(s) / Contractor(s) to any middleman or Concessionaire or broker with a view to securing the contract.

(ix) In case where irrevocable Letter of Credit have been received in respect of any contract signed by the Principal / Owner with the Concessionaire(s) / Contractor(s), the same shall not be opened.

(x) Forfeiture of Performance Bond / Guarantee in case of a decision by the Principal / Owner to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2 The Principal / Owner will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the Concessionaire(s) / Contractor(s) or any one employed by it or acting on its behalf (whether with or without the knowledge of the Concessionaire(s) / Contractor(s), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the Principal / Owner to the effect that a breach of the provisions of this Pact has been committed by the Concessionaire(s) / Contractor(s) shall be final and conclusive on the Concessionaire(s) / Contractor(s). However, the Concessionaire(s) / Contractor(s) can approach the Independent Monitor(s) appointed for the purposes of this Pact. IEMs shall examine the transgression and its severity and submit the report to Chairman, Authority for further action after providing an opportunity and hearing to the affected parties.

6. Independent External Monitors

6.1 The Principal / Owner has appointed Independent External Monitors (hereinafter referred to as IEMs) for this Pact in consultation with the Central Vigilance Commission whose names and email IDs have been given in the NIT.

6.2 The task of the IEMs shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

6.3 The IEMs shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

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6.4 Both the parties accept that the IEMs have the right to access all the documents relating to the project / procurement, including minutes of meetings

6.5 As soon as the IEMs notices, or have reasons to believe a violation of this Pact, they shall so inform to Chairman, Authority.

6.6 The Concessionaire(s) / Contractor(s) accepts that the IEMs have the right to access without restriction to all Project documentation of the Principal / Owner including that provided by the Concessionaire(s) / Contractor(s). The Concessionaire(s) / Contractor(s) will also grant the IEMs, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The IEMs shall be under contractual obligation to treat the information and documents of the Concessionaire(s) / Contractor(s) / Subcontractor(s) confidentiality.

6.7 The Principal / Owner will provide to the IEMs sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relations between the parties. The parties will offer to the IEMs the option to participate in such meetings.

6.8 The IEMs will submit a written report to the Chairman, Authority within 8 to 10 weeks from the date of reference or intimation to him by the Principal / Owner / Concessionaire(s) / Contractor(s) and, should the occasion arise, submit proposals for correcting problematic situation. However an opportunity of hearing shall be provided by the IEMs to the buyers / Concessionaires before submitting their written report.

7. Facilitation of Investigation

In case of any allegation of violation of any provisions of this pact or payment of commission, the Principal / Owner or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Concessionaire(s) / Contractor(s) and the Concessionaire(s) / Contractor(s) shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

8. Law and Place of Jurisdiction

This pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Principal / Owner.

9. Other Legal Actions

The action stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings and Jurisdiction in case of dispute between the parties if any shall be new Deficiency.

10. Validity

10.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 12 months beyond the defects liability period of the contracts. In case Concessionaire(s) / Contractor(s) is unsuccessful, this Integrity Pact shall expire after five months from the date of the signing of the contract by the successful Concessionaire.

10.2 Should one or several provision of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

11 The parties hereby sign this Integrity Pact at _____ on _____

Principal / Owner

Concessionaire(s) / Contractor(s)

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Name of the Officer,
Chief Executive Officer Designation
DGIPR, Maharashtra

1. 1. Witness

2. 2. Witness

* Provisions of these clauses would need to be amended / deleted in line with the policy of the Principal / Owner in regard to involvement of Indian Concessionaires of foreign supplier.

Design, Development, Implementation, Operation and Maintenance of Digital Full Colour LED display screens at multiple locations in Maharashtra

Annexure - 7: Power of Attorney for signing of Application

Know all men by these presents, We _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr / Ms (name),..... son / daughter / wife of.....and presently residing at, who is presently employed with us and holding the position of..... , as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre- qualification and submission of our bid for the Request for Proposal for "Design, Development, Implementation, Operation and Maintenance of Digital Full Colour LED display Panels at DGIPR, Maharashtra on Build Operate Transfer (BOT) basis" Project proposed or being developed by the Authority (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and / or upon award thereof to us and / or till the entering into of the Agreement with the Authority.

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

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

For

.....

Witnesses:

- 1.
- 2.

Selection of Concessionaire for this PPP project

Accepted

(Notarised)

.....

(Signature)

(Name, Title and Address of the Attorney)

(Signature, name, designation and address)

Notes:

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

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Annexure - 8: Statement of Legal Capacity

(To be forwarded on the letterhead of the Concessionaire)

Ref.

Date:

To,

Directorate General of Information and Public Relation (DGIPR), Maharashtra

Ground Floor, Main Building

Mantralaya, Madam Cama Road

Mumbai, Maharashtra

400032

(022 2202 8383)

Dear Sir,

We hereby confirm that we (constitution of which has been described in the application) satisfy the terms and conditions laid out in the RFP document.

We have agreed that (insert member's name) will act as the Concessionaire.*

We have agreed that (insert individual's name) will act as our representative and has been duly authorised to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

* Please strike out whichever is not applicable.

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Annexure - 9: No Deviation Certificate

This is to certify that our offer is exactly in line with your tender enquiry / RFP (including amendments) no. dated. . This is to expressly certify that our offer contains no deviation either Technical (including but not limited to Scope of Work, Business Requirements Specification, Functional Requirements Specification, Hardware Specification and Technical Requirements Specification) or Commercial in either direct or indirect form.

(Authorised Signatory)

Signature:

Name :

Designation :

Address:

Seal:

Date:

Place :

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Annexure - 10: Format for Financial Bid

To,
Directorate General of Information and Public Relation (DGIPR), Maharashtra
Ground Floor, Main Building
Mantralaya, Madam Cama Road
Mumbai, Maharashtra
400032
(022 2202 8383)

1. COMMERCIAL FEES CAPEX (Cx)

Sub:- Request For Proposal for Selection of Concessionaire for “Design, Development, Implementation, Operation and Maintenance of Digital Full Colour LED display Panels at DGIPR, Maharashtra”.

A) Cost for Digital LED Display Panels – Installation, commission and Go-Live (Capex)

S.NO.	SUPPLY ITEMS	UOM	QTY	Total Amount without GST (In INR)	Total Amount with GST (In INR)
1	Outdoor LED Display	No.	1		
2	LED Control System	No.	1		
3	Mechanical Structure for Mounting of LED display	No.	1		
4	SMPS & Stabilizer	No.	1		
5	Media player		1		
6	Content Management System / Software	No.	1		
7	Content Designer				
8	Power cable, rack, router, signal cables, switch, electrical wiring	No.	1		
9	Requisite Outdoor Rack for all hardware devices	No.	1		
10	Installation, Testing & Commissioning including civil work	No.	1		

B) Cost for setting up of Centralised Command Centre:

S.NO.	SUPPLY ITEMS	UOM	QTY	Total Amount without GST (In INR)	Total Amount with GST (In INR)
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1	Desktop with Monitor (42")	No.	1		
2	Desktop with Monitor (21")	No.	6		
3	Management Software for centralized management and monitoring of all screens	No.	1		
4	Indoor rack	No.	1		
5	Operators (over 2 shifts)	No.	8		
6	Installation, Testing & Commissioning including civil work	No.	1		
7	Application & Data Server	No.	2		
8	Room with furniture for command centre	No.	1		

Total Cost:

Sr. No	Component	UOM	Qty	Total Cost for Component A without GST (In INR)	Total Cost for Component for A With GST (In INR)
1	Total Cost of Component A: Cost for Digital LED Display Panels (Capex)	Nos	200		
2	Total Cost of Component B: Cost for setting up of Centralised Command Centre (Capex)	Nos	1		
Total Cost (in Number)					
Total Cost (in Words)					

2. COMMERCIAL FEES REVENUE SHARING (Rs)

SI No	Description	%	% in words
1	Revenue Sharing Model Revenue to be shared to purchaser		

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Please note – For Centralised Command Centre, only the space would be provided by the Authority. The Concessionaire will be responsible to make all necessary provisions to setup desired infrastructure as per the requirement.

Authorised Signatory (With Stamp
of the Concessionaire)

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Annexure 11 – Format for Performance Bank Guarantee

Ref: _____ Date _____

Bank Guarantee No. _____

Whereas, <<name of the supplier and address>> (hereinafter called “the Concessionaire”) has undertaken in pursuance of contract no. <Insert Contract No.> dated <Date> to provide services for Design, Development, Implementation, Operation and Maintenance of Digital Full Colour LED display screens at multiple locations in Maharashtra

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head/registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs.<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

This Guarantee shall be valid until <<Insert Date>>)

Notwithstanding anything contained herein:

I. Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).

II. This bank guarantee shall be valid up to <Insert Expiry Date>)

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

Date _____

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Place _____

Signature _____

Witness _____

(Bank's common seal)

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Annexure 12 – Manufacturer/OEM Undertaking

Undertaking Form for the Proposed Solution

To,

Directorate General of Information and Public Relation (DGIPR), Maharashtra

Ground Floor, Main Building

Mantralaya, Madam Cama Road

Mumbai, Maharashtra

400032

(022 2202 8383)

Ref: RFP Number -

Dear Sir/Madam,

We, _____ (“OEM”) having registered office at _____, who are established and reputed developers of _____ (“Hardware, Software”) do hereby certify that we authorize only _____ (the Bidder) to propose following products _____ (OEM Product Name/s)

-
-
-

as part of proposed solution for RFP _____ (Tender Reference Number).

Further, we do not authorize any other bidder to propose our product as part of their proposed solution as response to this RFP.

Name of Authorized Representative: _____

Designation of Authorized Representative: _____

Signature of Authorized Representative with company seal: _____

Dated on _____ day of _____

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Annexure 13 - Checklist of the documents for Submission

CHECKLIST OF DOCUMENTS SUBMITTED IN ENVELOPE - 1 AND PHYSICAL SUBMISSION

(To be duly filled in by the Respondent and submitted as a part of the Application)

No.	Documents to be submitted	Submitted	Not Submitted	Remarks
1	Scanned / online copy of proof of payment of RFP document fees			
2	Annexure - 2: General Information about the Concessionaire [supported by copy of Memorandum and Articles of Association, PAN, TAN, GST Registration Certificate, ESI, PF, Brochure (if any) for Concessionaire]			
3	Annexure - 3: No Barring Certificate			
4	Annexure - 4: Format for Financial Capacity (Supported by Auditor / CA Certificate and Annual Reports of F. Y. 2020-21, 2021-22 and 2022-23 for Concessionaire)			
5	Annexure - 5: Bank Guarantee as per the format			
6	Annexure - 6: Pre-contract Integrity Pact			
7	Annexure - 7: Power of Attorney for signing of Application			
8	Annexure - 8: Statement of Legal Capacity			
9	Annexure - 9: No Deviation Certificate			
10	Annexure - 10: Format for Financial Bid			
11	Annexure 11 – Format for Performance Bank Guarantee			
12	Annexure 12: Manufacturer/OEM Undertaking			