Tender document for supply, installation and commissioning of “25 Outdoor LED Displays” on rental basis along with the manpower for 550th Birth Anniversary Celebrations of Guru Nanak Dev Ji at Sultanpur Lodhi

Reference Number - PR(Field)-2019/ 371/23-09-2019

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

The information contained in this RFP or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form by or on behalf of Department of Information and Public Relations (DIPR), Government of Punjab (“Purchaser”) is provided to the Bidder(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.

This RFP document is not an agreement and is not an offer or invitation by Purchaser to any parties other than the applicants who are qualified to submit the bids (“Bidders”). The purpose of this document is to provide the Bidder(s) with information to assist the formulation of their proposals. This document does not claim to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for Purchaser and its employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder. Certain Bidders may have a better knowledge of the proposed Project than others. Each recipient must conduct its own analysis of the information contained in this RFP document or to correct any inaccuracies therein that may appear in this RFP document and is advised to carry out its own investigation into the proposed Project, the legislative and regulatory regimes which applies thereto and by and all matters pertinent to the proposed Project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any contract or arrangement relating to the proposed Project.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon Interpretation of law. The information given is not intended to be on exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Purchaser accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. The possession or use of this RFP in any manner contrary to any applicable law is expressly prohibited. The Bidders shall inform themselves concerning, and shall observe any applicable legal requirements. The information does not purport to be
comprehensive or to have been independently verified. Nothing in this RFP shall be construed as legal, financial, regulatory or tax advice.

The Purchaser, its employees, advisors or consultants make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage. Neither the information in this RFP nor any other written or oral information in relation to the Bidding Process for implementing the Project or otherwise is intended to form the basis of or the inducement for any investment activity or any decision to enter into any contract or arrangement in relation to the Project and should not be relied as such.

The Purchaser and also its advisors/ consultants/ representatives/ employees accept no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this RFP. The Purchaser and also its advisors may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, data, statements, assessment or assumptions contained in this RFP or change the evaluation or eligibility criteria at any time or annul the entire Bidding Process.

The issue of this RFP does not imply that the Purchaser is bound to select a Bidder or to appoint the Selected Bidder hereinafter defined, as the case may be, for the Project and the Purchaser reserves the right to reject all or any of the Bidders or Bids at any stage of the Bidding Process without assigning any reason whatsoever including the right to close the selection process or annul the bidding process at any time, without incurring any liability or being accountable to any person(s) in any manner whatsoever. The decision of Purchaser shall be final, conclusive and binding on all the parties.
The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Purchaser or any other costs incurred in connection with or relating to its Bid including costs relating to submission and maintenance of various fees, undertakings and guarantees required pursuant to this RFP and also any cost relating to updating, modifying or re-submitting its Bid pursuant to the RFP being updated, supplemented or amended by the Purchaser. All such costs and expenses will be incurred and borne by the Bidder and the Purchaser shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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

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

The information contained in this document is selective and is subjected to updation,
expansion, revision and amendment. Purchaser reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this document and/or the bidding process, without assigning any reasons whatsoever.
Table of Contents

Section 1: Notice Inviting Tender .............................................................. 9
Section 2: Abbreviations and Definitions .................................................. 10
  2.1 Abbreviations .............................................................................. 10
  2.2 Definitions .................................................................................. 11
Section 3: Introduction ........................................................................... 12
Section 4: Document Control Sheet ......................................................... 12
Section 5: Eligibility Criteria ................................................................. 14
Section 6: Terms of Reference ............................................................... 18
  6.1 Outdoor LED Displays .................................................................. 18
    6.1.1 Technical Specifications of the Product .................................... 19
    6.1.2 Functional Requirements of the Outdoor LED Displays (system) .. 21
    6.1.3 Communication Backbone (Network Connectivity) .................. 23
    6.1.4 Communication Backbone (Network Connectivity) .................. 23
    6.1.5 Manpower for Operations and Maintenance .......................... 24
Section 7: Payment Schedule and Deliverables ....................................... 25
Section 8: Financial Bid Evaluation ....................................................... 26
Section 9: Bid Evaluation Process .......................................................... 27
  9.1 Pre-Bid ....................................................................................... 27
  9.2 Opening of the Prequalification cum Technical Bid ......................... 27
  9.3 Evaluation of the Prequalification cum Technical Bid ..................... 27
  9.4 Evaluation of Commercial/ Financial Bid ....................................... 28
  9.5 Waivers ..................................................................................... 28
Section 10: Instructions to Bidders ......................................................... 29
  10.1 General .................................................................................... 29
  10.2 Validity of the bids .................................................................... 29
  10.3 Tender Document Fees ............................................................... 29
  10.4 Amendment to the Tender document ............................................ 30
  10.5 Clarifications on Submitted bids .................................................. 30
  10.6 Earnest Money Deposit (EMD) .................................................... 30
  10.7 Preparation of Bid ..................................................................... 31
  10.8 Disqualifications ........................................................................ 32
Section 12: General Contract Conditions

12.1 Standards of Performance ......................................................... 38
12.2 Contract Period ..................................................................... 38
12.3 Prices ..................................................................................... 38
12.4 Applicable Law ...................................................................... 39
12.5 Termination of Contract or Work Orders ................................. 39

12.5.1 Termination of Contract for default: ...................................... 39
12.5.2 Termination of contract for Convenience: .............................. 41
12.5.2.1 The Purchaser may at any time terminate the Contract for any reason by giving the Successful bidder a notice of termination that refers to this clause. ................................................. 41
12.5.2.2 Upon receipt of the notice of termination under this clause, the Successful bidders shall either as soon as reasonably practical or upon the date specified in the notice of termination: ................................. 41
12.5.3 Termination of contract for Insolvency, Dissolution, etc.: ........ 41

12.6 Loss of Property and/or Life ...................................................... 42
12.7 Representations and Warranties ................................................ 42
12.8 Rights of use of Site .................................................................. 42
12.9 Force Majeure .......................................................................... 43
12.10 Resolution of Disputes ............................................................ 43
Tender document for supply, installation and commissioning of “25 Outdoor LED Displays” on rental basis along with the manpower for 550th Birth Anniversary Celebrations of Guru Nanak Dev Ji at Sultanpur Lodhi

12.11 Legal Jurisdiction .............................................................................................................................................. 44
12.12 Other Information .................................................................................................................................................. 44

Section 13: Reporting of Issues ......................................................................................................................................... 45

Section 14: Service Level Agreement .................................................................................................................................. 46
14.1 Penalties .................................................................................................................................................................... 46

Section 15: Annexures ......................................................................................................................................................... 47
15.1 Self-Declaration on not being blacklisted (To be scanned and uploaded)............................................................ 47
15.2 Deployment of the manpower at all the Outdoor LED display systems ................................................................. 48
15.3 Format for Performance Bank Guarantee (Hard copy required post contract is awarded) ................................. 49
15.4 Self-Declaration .......................................................................................................................................................... 54
15.5 Acceptance of terms and conditions as per the Tender Document ......................................................................... 55
Section 1: Notice Inviting Tender

Government of Punjab

RFP Reference Number: PR(Field)-2019/371/23-09-2019

Department of Information and Public Relations, Govt. of Punjab invites online bids for supply, installation and commissioning of “25 Outdoor LED Displays” on rental basis along with the manpower for 550th Birth Anniversary Celebrations of Guru Nanak Dev Ji at Sultanpur Lodhi.

Closing date and time is 4.10.2019 at 05.00 PM.

For details log on to www.eproc.punjab.gov.in or http://www.diprpunjab.gov.in/
Section 2: Abbreviations and Definitions

2.1 Abbreviations

<table>
<thead>
<tr>
<th></th>
<th>Abbreviation</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>EMD</td>
<td>Earnest Money Deposit</td>
</tr>
<tr>
<td>2</td>
<td>INR</td>
<td>Indian Rupee</td>
</tr>
<tr>
<td>3</td>
<td>IA</td>
<td>Implementing Agency</td>
</tr>
<tr>
<td>4</td>
<td>SLA</td>
<td>Service Level Agreement</td>
</tr>
<tr>
<td>5</td>
<td>TCV</td>
<td>Total Contract Value</td>
</tr>
<tr>
<td>6</td>
<td>T</td>
<td>Date of Signing of Contract</td>
</tr>
<tr>
<td>7</td>
<td>RFP</td>
<td>Request for Proposal</td>
</tr>
<tr>
<td>8</td>
<td>DIPR</td>
<td>Department of Information and Public Relations</td>
</tr>
<tr>
<td>9</td>
<td>LCS</td>
<td>Least Cost Selection</td>
</tr>
<tr>
<td>10</td>
<td>CA</td>
<td>Chartered Accountant</td>
</tr>
<tr>
<td>11</td>
<td>PAN</td>
<td>Permanent Account Number</td>
</tr>
<tr>
<td>12</td>
<td>GSTN</td>
<td>Goods and Service Tax Number</td>
</tr>
<tr>
<td>13</td>
<td>PSU</td>
<td>Public Sector Undertaking</td>
</tr>
<tr>
<td>14</td>
<td>FY</td>
<td>Financial Year</td>
</tr>
<tr>
<td>15</td>
<td>PBG</td>
<td>Performance Bank Guarantee</td>
</tr>
<tr>
<td>16</td>
<td>UX</td>
<td>User Experience</td>
</tr>
<tr>
<td>17</td>
<td>CV</td>
<td>Curriculum Vitae</td>
</tr>
<tr>
<td>18</td>
<td>LOI</td>
<td>Letter of Intent</td>
</tr>
<tr>
<td>19</td>
<td>LED</td>
<td>Light Emitting Diode</td>
</tr>
<tr>
<td>20</td>
<td>UPS</td>
<td>Uninterruptible Power Supply</td>
</tr>
<tr>
<td>21</td>
<td>DVI</td>
<td>Digital Visual Interface</td>
</tr>
<tr>
<td>22</td>
<td>OEM</td>
<td>Original Equipment Manufacturer</td>
</tr>
<tr>
<td>23</td>
<td>ICCC</td>
<td>Integrated Command and Control Center</td>
</tr>
<tr>
<td>24</td>
<td>ZVC</td>
<td>Zonal Viewing Center</td>
</tr>
</tbody>
</table>
## 2.2 Definitions

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Bidder</td>
<td>An individual/company that quotes a particular price, while competing with others, for providing services with respect to specific requirements in this Tender Document</td>
</tr>
<tr>
<td>2.</td>
<td>Purchaser</td>
<td>Department of Information and Public Relations (DIPR), Govt. of Punjab</td>
</tr>
<tr>
<td>3.</td>
<td>Successful Bidder</td>
<td>The Bidder to whom contract is awarded and is fully responsible towards Purchaser for providing Services as per the requirements and terms and conditions specified in this Contract. The term shall be deemed to include the Bidder's successors, representatives (approved by the Department), heirs, executors and administrators, as the case may be, unless excluded by the terms of the contract.</td>
</tr>
<tr>
<td>4.</td>
<td>Week</td>
<td>Designated timeframe consisting of five days excluding any Public Holiday (as declared by Government of Punjab), Saturday and Sunday.</td>
</tr>
<tr>
<td>5.</td>
<td>Day</td>
<td>Any day which is not a Saturday or Sunday or a public holiday (As declared by Government of Punjab).</td>
</tr>
<tr>
<td>6.</td>
<td>Total Contract Value</td>
<td>This is the maximum value payable to the successful Bidder which is agreed between the Purchaser and the successful Bidder for the Project.</td>
</tr>
<tr>
<td>7.</td>
<td>Project</td>
<td>This means supply, installation and commissioning of “25 Outdoor LED Displays” on rental basis along with the manpower for 550th Birth Anniversary Celebrations of Guru Nanak Dev Ji at Sultanpur Lodhi</td>
</tr>
<tr>
<td>8.</td>
<td>Designated Authority</td>
<td>Departmental Official/ Committee who will approve all the deliverables submitted by the bidder.</td>
</tr>
<tr>
<td>9.</td>
<td>Central/ State Government Organization</td>
<td>Centre or state-run PSUs, Statutory bodies and co-operative societies.</td>
</tr>
<tr>
<td>10.</td>
<td>Successful Event</td>
<td>Event for which work order and completion certificate of the event is available with the bidder</td>
</tr>
</tbody>
</table>
Section 3: Introduction

Department of Information and Public Relations, Govt. of Punjab (Purchaser) intends to select an Implementation agency for supply, installation and commissioning of “25 Outdoor LED Displays” on rental basis along with the manpower for 550th Birth Anniversary Celebrations of Guru Nanak Dev Ji at Sultanpur Lodhi from 1st Nov to 15th Nov 2019. For this, the Bidders are invited to submit the Proposals for the event.

Section 4: Document Control Sheet

<table>
<thead>
<tr>
<th></th>
<th>Tender Inviting Authority Designation and Address</th>
<th>Department of Information and Public Relations (DIPR), Government of Punjab. Room No 7, Fifth Floor, Punjab Civil Secretariat, Chandigarh – 160001</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>a) Name of the Work</td>
<td>Supply, Installation and Commissioning of “25 Outdoor LED Displays” on rental basis along with the manpower for 550th Birth Anniversary Celebrations of Guru Nanak Dev Ji at Sultanpur Lodhi</td>
</tr>
<tr>
<td></td>
<td>b) e-Tender Reference number</td>
<td>PR(Field)-2019/ 371/23-09-2019</td>
</tr>
<tr>
<td>3</td>
<td>a) Tender document availability</td>
<td>Can be downloaded from <a href="https://eproc.punjab.gov.in">https://eproc.punjab.gov.in</a></td>
</tr>
<tr>
<td></td>
<td>b) Cost of Tender Document (Form Fee)</td>
<td>INR 10,000/- (Ten Thousand only) is to be paid through online mode available on etendering portal <a href="https://eproc.punjab.gov.in">https://eproc.punjab.gov.in</a>. In case of any processing fees, it has to be borne by the bidder.</td>
</tr>
<tr>
<td>4</td>
<td>Publication of E-Tender</td>
<td>24/09/2019</td>
</tr>
<tr>
<td>5</td>
<td>Date, Time &amp; Venue for Pre Bid meeting</td>
<td>30/09/2019 at 11am in office of the Department of Information and Public Relations (DIPR), Government of Punjab. Room No 7, Fifth Floor, Punjab Civil Secretariat, Chandigarh – 160001</td>
</tr>
<tr>
<td></td>
<td>Tender document for supply, installation and commissioning of “25 Outdoor LED Displays” on rental basis along with the manpower for 550th Birth Anniversary Celebrations of Guru Nanak Dev Ji at Sultanpur Lodhi</td>
<td></td>
</tr>
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<td>---</td>
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<td></td>
</tr>
<tr>
<td>6.</td>
<td>Release of corrigendum (if required)</td>
<td>1/10/2019 by 5pm</td>
</tr>
<tr>
<td>7.</td>
<td>Earnest Money Deposit (EMD)</td>
<td>INR 10,00,000/- (Rupees Ten Lakh) through online mode only available on e-tendering portal.</td>
</tr>
<tr>
<td>8.</td>
<td>Performance Bank Guarantee</td>
<td>10% of the contract Value</td>
</tr>
<tr>
<td>9.</td>
<td>Last date for submission, Time and Place of submission of Bid</td>
<td>04/10/2019 by 5pm on the e-tendering portal <a href="https://eproc.punjab.gov.in">https://eproc.punjab.gov.in</a></td>
</tr>
<tr>
<td>10.</td>
<td>Date &amp; Time for Opening of Prequalification cum Technical Bids</td>
<td>07/10/2019 at 11am on the e-tendering portal <a href="https://eproc.punjab.gov.in">https://eproc.punjab.gov.in</a></td>
</tr>
<tr>
<td>11.</td>
<td>Date &amp; Time for Opening of Commercial Bids</td>
<td>To be Intimated later</td>
</tr>
<tr>
<td>12.</td>
<td>Method of Selection</td>
<td>Least Cost Selection (LCS)</td>
</tr>
</tbody>
</table>

Note: All corrigendum /addendums /clarifications regarding this RFP shall be posted on the above mentioned websites only. No other communication or advertisement will be given.

Purchaser will not be responsible in case any bidder fails to upload the bid in stipulated time for any reasons.
Section 5: Eligibility Criteria

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

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

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

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

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Clause</th>
<th>Documents Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Form fee for Tender Document should have been submitted. (There is no exemption on this for any category)</td>
<td><strong>INR 10,000/-</strong> (Rupees Ten Thousand Only) through online mode available on e-tendering portal <a href="https://eproc.punjab.gov.in">https://eproc.punjab.gov.in</a>. In case of any processing fees, it has to be borne by the bidder.</td>
</tr>
<tr>
<td>2.</td>
<td>EMD should have been submitted. (There is no exemption on this for any category)</td>
<td><strong>INR 10,00,000/-</strong> (Rupees Ten Lakh Only) through online mode available on e-tendering portal <a href="https://eproc.punjab.gov.in">https://eproc.punjab.gov.in</a></td>
</tr>
</tbody>
</table>
The Bidder should be registered under the Companies Act, 1956 or Companies Act, 2013 or a partnership firm registered under Indian Partnership Act, 1932 or Limited Liability Partnership registered under Indian Limited Liability Partnership Act, 2008.

Documents Required:
- Copy of Certificate of Incorporation/Partnership deed/ Registration self-certified by the Authorized Signatory of the company.
- Joint Ventures/ Consortium/ Sub-Contracting is not allowed

The Bidder must have completed at least one event where in minimum 25 Nos. of such display Screens were supplied and installed for any Central Government, State Government, UT Government, PSU or Centre/State Government Organization only in the last five financial years i.e. FY 14-15, 15-16, 16-17, FY 17-18, FY 18-19

Documents Required:
- Copies of the work order along with the completion certificate.
- Photographs of the event where the screens were supplied and installed

The Bidder must have an average annual turnover of at least Rupees 15 Crores for last three audited financial years FY 15-16, FY 16-17, FY 17-18

Documents Required:
- Audited Balance sheet and Profit & Loss account statement and proof of submission of income tax return of the Bidder for each of the last 3 audited financial years FY 15-16, FY 16-17, FY 17-18.
- Certificate duly signed by Statutory Auditor/ CA/ Company Secretary of the Bidder mentioning the turnover in each of the 3 given financial years.
<table>
<thead>
<tr>
<th>S. No.</th>
<th>Clause</th>
<th>Documents Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.</td>
<td>The Signatory signing the Bid on behalf of the Bidder should be duly authorized by the Board of Directors/Partners of the Bidder to sign the Bid on their behalf.</td>
<td>Power of Attorney/ Board Resolution executed by the bidder in favor of authorized signatory</td>
</tr>
<tr>
<td>7.</td>
<td>The Bidder should have positive net worth and should be a profit making company for each of the last three audited financial years FY 15-16, FY 16-17, FY 17-18</td>
<td>Certificate duly signed by Statutory Auditor/ CA of the Bidder confirming the net-worth and profit after Tax paid for each of the last three audited financial years FY 15-16, FY 16-17, FY 17-18</td>
</tr>
<tr>
<td>8.</td>
<td>Bidder should not have been black listed by any Government or quasi-Government entity in India (Centre / State / Local Bodies, PSU or any State Organization etc.) for breach of any applicable law or violation of regulatory prescriptions or breach of agreement as on date of submission of Bid.</td>
<td>A self-certified letter as per the Annexure 15.1</td>
</tr>
<tr>
<td>9.</td>
<td>The Bidder should be able to provide 24/7 quality technical manpower who is well versed with the supplied hardware including peripherals and the cables for this project during the course of event i.e. from 1st to 15th Nov 2019</td>
<td>A self-certified letter as per the Annexure 15.2</td>
</tr>
</tbody>
</table>
Tender document for supply, installation and commissioning of “25 Outdoor LED Displays” on rental basis along with the manpower for 550th Birth Anniversary Celebrations of Guru Nanak Dev Ji at Sultanpur Lodhi

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Clause</th>
<th>Documents Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.</td>
<td>The bidder must possess a valid GSTIN and PAN No.</td>
<td>Copy of the GST Certificate and PAN</td>
</tr>
<tr>
<td>11.</td>
<td>Bidder should have neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement or have had any agreement terminated for breach.</td>
<td>A self-certified letter as per the Annexure 15.4</td>
</tr>
<tr>
<td>12.</td>
<td>Declaration by an authorized signatory to the effect that all conditions contained in the Tender Document are acceptable to the Bidder. Such an authorization may be seen during scrutiny of bids.</td>
<td>A self-certified letter as per the Annexure 15.5</td>
</tr>
</tbody>
</table>

Any Bid failing to meet the above stated Prequalification cum technical bid criteria shall be summarily rejected and will not be considered for further Evaluation.

Note: All documents needs to be scanned and uploaded. No Physical copies are required.

Purchaser's decision regarding Bidder's eligibility will be final and binding on all the Bidders.
Section 6: Terms of Reference

6.1 Outdoor LED Displays

Technical specifications mentioned below to deliver the scope of work are minimum standards and bidders can offer technically higher standards to deliver the scope of work which is essential. A feasibility site survey should be conducted to understand the ground realities. Wherever feasible, the Successful Bidder shall design the solution keeping in consideration the security of data and environmental factors related to feasibility.

The Successful Bidder shall supply, install and commission “25 Outdoor LED Displays” on rental basis along with the manpower for 550th Birth Anniversary Celebrations of Guru Nanak Dev Ji at approximate 25 locations across Sultanpur Lodhi. These outdoor LED Displays should be wifi enabled, should be able to show live video feeds along with the manual output using Pen drives, CD’s, external hard drives etc. In addition to this, these displays are to be connected with the Integrated Command & Control Centre (ICCC) and Zonal Viewing Centre (ZVC) so that commuters can also be provided with information about traffic conditions and alternate routes in case of high volume on roads and any other relevant information as per the field requirement like weather, live feeds etc. The Successful bidder also has to provide any peripherals or cables (which is not mentioned in the RFP) but are required for the proper working of the LED displays during the course of the event.

The functional requirements and technical specifications provided in the below sections and at other sections in this RFP are indicative and carry guiding rule. Any specified parameters mentioned in the scope/technical requirement in the RFP may be considered if it is required for meeting or exceeding the requirements during the contract period. Broad locations to be covered are given below:

- City entry and exit points
- Parking entry, exit and few key junctions inside
- VVIP areas
- City inner roads
- Tent Cities entry, exit
- Gurudwara surroundings
6.1.1 Technical Specifications of the Product

<table>
<thead>
<tr>
<th>Product Description</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th><strong>Pixel Pitch</strong></th>
<th>P6</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Display Installation Type</strong></td>
<td>Outdoor</td>
</tr>
<tr>
<td><strong>Visibility</strong></td>
<td>Visible in direct sun light</td>
</tr>
<tr>
<td><strong>Casing</strong></td>
<td>Weather Resistant</td>
</tr>
<tr>
<td><strong>Display Processor</strong></td>
<td>Industrial Grade Embedded CPU (HD)</td>
</tr>
<tr>
<td><strong>Inbuilt Storage</strong></td>
<td>4GB or higher</td>
</tr>
<tr>
<td><strong>Time Display</strong></td>
<td>Real Time Clock</td>
</tr>
<tr>
<td><strong>Language</strong></td>
<td>English, Hindi and Punjabi</td>
</tr>
<tr>
<td><strong>Material</strong></td>
<td>Die Cast Aluminium</td>
</tr>
<tr>
<td><strong>Pixel Density</strong></td>
<td>27777 pixels/M²</td>
</tr>
<tr>
<td><strong>Pixel Configuration</strong></td>
<td>SDM2727</td>
</tr>
<tr>
<td><strong>Size of the LED</strong></td>
<td>(L) 18 feet X (H) 12 feet</td>
</tr>
<tr>
<td><strong>Cabinet Resolution</strong></td>
<td>128 Pixels x 96 pixels or higher</td>
</tr>
<tr>
<td><strong>Module Dimension</strong></td>
<td>192mm x 192mm</td>
</tr>
<tr>
<td><strong>Module Resolution</strong></td>
<td>32 pixels x 32 pixels</td>
</tr>
<tr>
<td><strong>Optimum Viewing Distance</strong></td>
<td>≥10 meters or ≥33 feet</td>
</tr>
<tr>
<td><strong>LED Type</strong></td>
<td>SMD3535 or higher</td>
</tr>
<tr>
<td><strong>Brightness</strong></td>
<td>5000 - 7000 cd/M²</td>
</tr>
<tr>
<td><strong>Video Type</strong></td>
<td>Synchronous/online mode and Asynchronous/offline mode</td>
</tr>
</tbody>
</table>
### Outdoor LED Display Software Features and Functions

<table>
<thead>
<tr>
<th><strong>Basic Functions</strong></th>
<th>Support the basic function such as video, pictures, animated Gif, text, office document, clock, timer etc.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Video Functions</strong></td>
<td>Support common patterns AVI, WMV, MP4, 3GP, ASF, MPG, FLV, MOV, DAT, VOB etc.</td>
</tr>
<tr>
<td><strong>Picture Format</strong></td>
<td>Support BMP, GIF, JPG, JPEG, PNG, and so on</td>
</tr>
<tr>
<td><strong>Clock</strong></td>
<td>Support analog clock, digital clock, A variety of dial clock etc.</td>
</tr>
<tr>
<td><strong>Other Features</strong></td>
<td>1. Software should be able to control multi outdoor LED Displays from single location.</td>
</tr>
</tbody>
</table>
2. It should have a provision to select the time and temperature online and display it in combination of text.

3. Option of storing Multi Pages

4. A facility of selection of color, effect, speed, character-height, gap between lines and gap between characters, time of messages after it has appeared on the screen for all pages

5. A screen equivalent to the display matrix where one can see while writing or editing as to show the font on the display.

6. Scheduler can be created so that the different sequences of combination of text messages, animations and time and temperature display can be selected for display at different times during the day. Scheduler has facility to add, delete, insert and save the different sequences

7. There should be a provision to make animations and load the same to led display.

8. A facility to add, delete, insert new animations or text images; the animations can be down loaded through Internet also.

9. It is possible to send various types of files on the LED Display to be displayed.

10. Display supports multi-display and it is possible to edit each display separately i.e. multi areas can be created

### 6.1.2 Functional Requirements of the Outdoor LED Displays (system)

1. The Outdoor LED displays shall be installed at various locations in consultation with the Purchaser meeting all technical and functional requirements.

2. The successful bidder has to ensure that Outdoor LED displays shall be as per the technical specifications and should be able to provide live video feeds either by providing the socket where in video camera can be connected or through social media channels or through the internet browsers or through the ICCC or through ZVCs.

3. Robust and durable installation and mounting arrangements shall be adopted like poles, Scaffolds, cantilevers, housings, bracket, junction boxes and structured cabling etc. This to ensure the installation quality ruggedness of the installation during the whole contract period. The mounting arrangements should be done by
ensuring that the LED screens are properly visible to the public and at a good height of at least 10 feet.

4. All the cables and other accessories including power supplies and UPS shall be placed in such a way that external damage or vandalism is minimized to ensure overall performance and uptime of the solution.

5. The system should be capable to display pictorial as well as alphabetical / numeric messages in real time.

6. The system should display text and graphic messages using Light Emitting Diode (LED) arrays.

7. The System should be able to display failure status of any LED at ZVCs / ICCC. In this case, immediate replacement would be required.

8. The System should support Display characters in true type fonts and adjustable based on the Operating system requirement.

9. The system workstation at the ZVCs/ICCC should communicate with the system controller of the outdoor LED Display system through IP network.

10. It shall be capable of setting an individual system or group of Systems to display either one of the pre-set messages or symbols entered into the computer via the control computer keyboard.

11. It shall also store information about the time log of message displayed on each System. The information stored shall contain the identification number, content of the message, date and time at which displayed message/picture starts and ends.

12. Capable of programming to display all types of Message in English, Hindi & Punjabi and combination of text with pictograms signs.

13. The system should be able to relay live video feed from any IP network based source.

14. Configurable scheduler on date/day of week basis for transmitting pre-programmed message to any unit.

15. The successful bidder has to ensure that he has the entire recording of the video/graphics, messages or any other content for the period of fifteen days i.e. 1st to 15th Nov 2019 and that recording has to be submitted to purchaser post completion of the event.
16. Multiple Data Communication interface/Port RJ45 Ethernet, RS232, RS 485, FC port and any other suitable ports.
17. Capable to withstand high wind speeds and its own load without damage.
18. The successful bidder has to ensure the electricity back up for 15 days i.e. 1st to 15th Nov 2019.
19. The selected bidder has to ensure that all the hardware including LED Displays, peripherals, cables, sockets, scaffold/ pole structures etc. reaches the venue at least 3-5 days before the starting date of the event i.e. 1st Nov 2019. Selected Bidder also has to showcase all the installed Outdoor LED displays by doing the dry run to the Purchaser at least two days before the event starts.

6.1.3 Communication Backbone (Network Connectivity)
1. MPLS bandwidth connectivity between Zonal Viewing Centers and Integrated Command & Control Centers shall be provided by the Purchaser for access to selected data on 24 x 7 basis.
2. The Successful Bidder shall ensure to connect the system to this backbone by using last mile reach to the network.
3. Successful Bidder shall ensure complete data encryption being transferred over all the networks and access to authorized officials only. Maintenance of last mile shall be in scope of Successful Bidder
4. All the items proposed for operationalization of System should comply with requirements of relevant and latest versions of rules by Govt.
5. Security Platform shall have strong security mechanism such as the use of advance encryption/digital certificates/ authentication to ensure that only authorized personnel have access to critical information, prevent man-in-the-middle attacks, and that the data is kept private.

6.1.4 Communication Backbone (Network Connectivity)
All electrical components are to be earthen by connecting two earth tapes from the frame of the component ring and shall be connected via several earth electrodes. The cable arm shall be earthen through the cable glands. Earthling shall be in conformity with provision of rules 32, 61, 62, 67 & 68 of Indian Electricity rules 1956 and as per IS-3043. The entire applicable IT infrastructure in the Control Rooms as well as field devices shall be earthed accordingly.
6.1.5 Manpower for Operations and Maintenance
Successful bidder has to provide with the required technical manpower (Atleast one person with one Outdoor LED Display at all the time for 15 days and at least one supervisor in the command control center, if required) that has the complete knowledge of the network connectivity and the supplied hardware including peripherals and cables etc. for the project. This manpower to be provided 24/7 for a time frame of 15 days starting from 1st November till 15th November. It will be the responsibility of the successful bidder to ensure 100% attendance of this manpower.
# Section 7: Payment Schedule and Deliverables

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

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Milestones</th>
<th>Payment (% of total cost of Project value)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Arrival of complete material at site i.e. 25 Outdoor LED Displays along with the required peripherals, cables, electricity back up - this payment will be released post submission of photographs by the successful bidder along with physical inspection and sign off certificate by the Purchaser.</td>
<td>20%</td>
</tr>
<tr>
<td>2.</td>
<td>Installation of all Outdoor LED Display systems and proper network connectivity with the Zonal Viewing Centers and Integrated Command Control Centers - this payment will be released post submission of photographs of all the installed Outdoor LED Display systems along with the required Manpower and satisfaction certificate by the Purchaser.</td>
<td>20%</td>
</tr>
<tr>
<td>3.</td>
<td>Completion of first 7 days of the event - this payment will be released post submission of activity photographs and satisfaction certificate by the Purchaser.</td>
<td>20%</td>
</tr>
<tr>
<td>4.</td>
<td>End of the Contract – this payment will be released post submission of the salary/ payment sheet to all the technical manpower and Completion Certificate by the Purchaser</td>
<td>40%</td>
</tr>
</tbody>
</table>

**Note:**

1. Payment will only and only be released post submission of the Performance Bank Guarantee to the Purchaser.
2. The Purchaser reserves the right to deduct portion of the agreed fee of the successful Bidder, in case of any deficiency in the services rendered as per the Section 14 of this document.
3. Successful Bidder has to submit the complete breakup of the commercials (as per his own calculation) submitted for this tender after the award of the contract to the Purchaser and before signing of the agreement.
Section 8: Financial Bid Evaluation

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

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

Format for the Financial Bid is given below:

| Sr.No | Amount (In Figure) for supply, installation and commissioning of “25 Outdoor LED Displays” on rental basis along with the manpower for 550th Birth Anniversary Celebrations of Guru Nanak Dev Ji at Sultanpur Lodhi inclusive of all the taxes from 1st Nov to 15th Nov 2019. | Amount (In Words) for supply, installation and commissioning of “25 Outdoor LED Displays” on rental basis along with the manpower for 550th Birth Anniversary Celebrations of Guru Nanak Dev Ji at Sultanpur Lodhi inclusive of all the taxes from 1st Nov to 15th Nov 2019. |
Section 9: Bid Evaluation Process

9.1 Pre-Bid
Pre bid meeting will be conducted on 30/09/2019 in the office of the Department of Information and Public Relations (DIPR), Government of Punjab, Room No 7, Fifth Floor, Punjab Civil Secretariat, Chandigarh – 160001 at 11am where all the bidders can participate and clear any of the queries by giving that in writing. In this meeting, Bidders are requested to bring the respective devices meeting the specifications of the hardware components, category wise for which they are bidding. Bidders can request for any clarifications and consolidated corrigendum (if required) will be released after the pre-bid meeting.

<table>
<thead>
<tr>
<th>S.No</th>
<th>Page No.</th>
<th>RFP Clause No.</th>
<th>Clarification Sought</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

9.3 Evaluation of the Prequalification cum Technical Bid
1) The Qualification Bids of Bidders, whose EMD is not in order shall be summarily
rejected.

2) Bidders are required to fulfill all the Qualification conditions mentioned in Eligibility Criteria of this Tender document. Purchaser will examine the Bids for their completeness and conformity to requirements of this document. Decision of Purchaser in this regard will be final and binding on all the bidders.

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

9.4 Evaluation of Commercial/ Financial Bid

- Purchaser will select the successful Bidder (L1) through the Bidding Process on the basis of lowest total contract value (TCV), submitted by the Bidder. Intimation would automatically be sent to the unsuccessful Bidders through the e-tendering portal.

- In case of a tie where the total contract value of two or more bidders match, bidder who has more average annual turn over value in the last three audited financial years as submitted in the eligibility criteria section will be selected as L1.

- Purchaser's decision regarding Bidder's selection will be final and binding on all the Bidders.

9.5 Waivers

Purchaser may waive any minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided. Such waiver does not prejudice or affect the relative ranking of any Bidder.
Section 10: Instructions to Bidders

10.1 General

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

10.2 Validity of the bids

- Bids shall remain valid till December 2019 from the date of submission of bids. Purchaser reserves the right to reject a proposal valid for a shorter period as non-responsive.
- In exceptional circumstances, Purchaser may solicit the bidder’s consent to extend the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional. A bidder may refuse the request without forfeiting the Earnest Money Deposit. A bidder granting the request will not be permitted to modify its Bid.
- Purchaser reserves the right to annul the tender process, or to accept or reject any or all the bids in whole or part at any time without assigning any reasons and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

10.3 Tender Document Fees

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

10.4 Amendment to the Tender document

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

10.5 Clarifications on Submitted bids

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

10.6 Earnest Money Deposit (EMD)

- The bidder shall furnish EMD, as part of the Eligibility Criteria, as per detail provided in the Document Control sheet.
- The EMD shall be in Indian Rupees and bidder has to pay through online mode.
- EMD of the successful bidder will be released after the successful bidder signs the final agreement and furnishes the Performance Bank Guarantee (PBG) as performance security.
- EMD of all unsuccessful bidders would be refunded by Purchaser as promptly as possible after signing of the agreement with the successful bidder.
• The EMD submitted shall be interest free and will be refundable to the bidders without any accrued interest on it.
• The Earnest Money will be forfeited on account of one or more of the following reasons:
  ✓ Bidder withdraws its bid during the validity period specified in the RFP.
  ✓ Bidder does not respond to requests for clarification of its bid.
  ✓ Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
  ✓ In case of a successful bidder, the said bidder fails to sign the contract in time; or furnish Performance Bank Guarantee in time.
  ✓ Failure to abide the RFP conditions
  ✓ Any conditional commercial bid will lead to disqualification of the entire bid and forfeiture of the EMD.
  ✓ Bidder quoting negative rates will be treated as non-responsive and will result in forfeiture of the EMD.
  ✓ Errors & Rectification:
    • If there is a discrepancy between words and figures in the financial bid, the amount in figures will prevail.
    • If the bidder doesn’t accept the correction of error(s) as specified, its bid will be rejected and EMD will be forfeited.

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

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

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

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

- Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years.
- Failed to provide clarifications related thereto, when sought;
- Submitted more than one Bid (directly/in-directly);
- Declared ineligible by the Government of India/State/UT Government for corrupt or fraudulent practices or blacklisted.
- Submitted a bid with price adjustment/variation provision.
- Documents are not submitted as specified in the RFP document.
- Suppressed any details related to bid.
- Submitted incomplete information, subjective, conditional offers and partial offers submitted or Not submitted documents as requested in this document
- Submitted bid with lesser validity period
- Any non-adherence/non-compliance to applicable RFP content

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

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

10.11 Performance Bank Guarantee
Performance Bank Guarantee equivalent to 10% of the total contract value rounded off to the nearest thousand Indian Rupees from a Scheduled Commercial Bank in India in favour of Department of Information and Public Relations, Punjab. It should be in the form of an unconditional, irrevocable and continuing Bank Guarantee as per the Annexure 15.3 and would remain valid until January 2020 from the day contract is
signed. The claim period and other details of the Performance Bank Guarantee are as per Section 15.3 of this document. The Performance Bank Guarantee shall be submitted within 7 (Seven) days from the day contract is signed.
Performance Bank Guarantee would be returned only after adjusting/recovering any dues recoverable/payable from/by the Bidder on any account under the contract. EMD of successful bidder will be returned on the submission of performance bank guarantee.

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

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

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

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

5) The Bidder shall be solely responsible for the payment /fulfillment of its tax liabilities and obligations under the Income Tax Act and other such laws in force and Purchaser shall not bear responsibility for the same.
Section 11: Award of Contract

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

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

11.3 Validity of the Contract
The Contract / Agreement will be valid till December 2019, with the provision for extension based on requirement. The contract may be extended for a further period at the same terms and conditions subject to mutual consent.

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

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

11.6 Invoicing
The Successful bidder needs to obtain Approval from Purchaser after every deliverable. Following this, the Successful bidder shall submit invoice to Purchaser along with successful certificate.
Section 12: General Contract Conditions

12.1 Standards of Performance

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

12.2 Contract Period

The contract signed with “Successful Bidder” shall be valid till December 2019 from the date of signing of contract. If the services of the Successful Bidder are found satisfactory, contract may be extended by mutual consent on the same terms & conditions.

12.3 Prices

- The service charges quoted in the commercial bid shall be inclusive of all statutory duties & taxes.
- The prices shall remain valid for the complete contractual period. No upward revision in prices will be accepted after opening of the bids and during the validity of the contract. However, the “Successful Bidder” will pass on the benefit of any downward revision in the prices to the Purchaser. Such downward revision in prices (or a better price offer by the Successful bidder) must be intimated to the Purchaser in writing. Such downward revision in prices shall be in proportion (or higher) to decrease in the publicly declared rates of the Successful Bidder or its sub-contractors/ partners/ vendors. Purchaser will validate the downward revision of prices and notify the new prices to the successful bidder. The revised prices, once notified by Purchaser, shall apply for all in-force and subsequent work orders. All invoices of in-force work orders too shall make immediate reference to the revised rates from the date on which the Successful bidder intimates the Purchaser.
• In case it comes to the notice of the Purchaser that there has been a significant
decrease in prices in the market, the Purchaser may request the concerned
“Successful Bidder”, to revise the prices accordingly.
• Once the contract is awarded, successful bidder will have to provide the complete
break up of the prices separately for all three components separately.

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

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

- If the contract is terminated under any termination clause, the Successful Bidder shall handover all documents/ executable/ Purchaser data or any other relevant information to the Purchaser in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Purchaser.

- During the transition, the Successful bidder shall also support the Purchaser on technical queries/support on process implementation or in case of any provision for future upgrades.

- The Purchaser right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as deemed fit.

- In the event of failure of the Successful Bidder to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Purchaser at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Purchaser shall give prior notice to the existing Successful Bidder. The existing Successful Bidder shall continue to provide services as per the terms of contract until a ‘New Service Provider’/ Successful Bidder completely takes over the work. During the transition phase, the existing Successful Bidder shall render all reasonable assistance to the new Service Provider/ Successful Bidder within such period prescribed by the Purchaser, at no extra cost, for ensuring smooth switch over and continuity of services. If existing Successful bidder is breach of this obligation, they shall be liable for paying a penalty of as provided in Penalty Section of this document, which may be settled from the payment of invoices or Performance Bank Guarantee for the contracted period or by invocation of Performance Bank Guarantee. Purchaser or the “Successful Bidder” can terminate the contract in the event of default of terms and conditions of this RFP or the contract by the other party by giving 1 month written notice.
12.5.2 Termination of contract for Convenience:

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

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

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

(b) terminate all subcontracts, except those to be assigned to the Purchaser pursuant to Clause 11.5.2.2 (d) (ii) below;

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

(d) In addition, the Successful Bidder shall:

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

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

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

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

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

12.6 Loss of Property and/or Life

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

12.7 Representations and Warranties

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

12.8 Rights of use of Site

Purchaser shall hand over the sites of the event to the Successful Bidder, 10 (Ten) days prior to the date of the events for their preparation and management. Accordingly, the Successful Bidder shall be required to handover the site back to the Purchaser within 2 (two) days, after the completion of the event. In case of change of site of event, the Successful Bidder shall be informed at least 7 days prior to the date of the event. Cost for the movement of the material has to be borne by the successful bidder.

It is the obligation of the Bidder to maintain the horticulture and fixtures already present in the sites during their term of use. In case of damages caused at the sites due to fault of Bidder, the Purchaser has right to claim for compensation. The Successful bidder shall not sublicense, transfer or assign the use of the site to any person or entity without the prior consent of the Purchaser.
12.9 Force Majeure

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

12.10 Resolution of Disputes

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

- **Amicable Settlement:** Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 7 days after receipt. If that party fails to respond within 7 days, or the dispute cannot be amicably settled within 10 days following the response of that party, then the second Sub clause of resolution of disputes shall become applicable.
- **Arbitration:** In case dispute arising between the parties, which has not been settled amicably, the “Successful bidder” can request Purchaser to refer the dispute for Arbitration under Arbitration and Conciliation Act, 1996. Such disputes shall be referred to the Arbitrator which shall be decided by the Purchaser. The
Indian Arbitration and Conciliation Act, 1996 and any statutory modification or reenactment thereof, shall apply to these arbitration proceedings.

- Arbitration proceedings will be held at Chandigarh. The decision of the arbitrator shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitration as determined by the arbitrator shall be borne equally by Purchaser and the “Successful bidder”. However, the expenses incurred by each party in connection with the preparation, presentation and litigation shall be borne by the party itself.

12.11 Legal Jurisdiction

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

12.12 Other Information

- The successful bidder needs to ensure that any of the data which is provided by the Purchaser or designated authority during the course of the event needs to be handed over to the Purchaser. Successful bidder reserves no right to use that data for any of its purposes; failure to which will lead to penalty. This Penalty will be decided by the Purchaser.

- The Successful Bidder will be responsible for copy right issues concerning usage of images, footage, text material, etc. obtained through various sources. Purchaser will not be a party to any disputes arising out of copyright violation by the Successful Bidder.

- The Successful Bidder will be responsible for obtaining any permission that may be required for undertaking work as detailed in this RFP document. Purchaser may assist the Successful Bidder in this regard, wherever possible.

- The Successful Bidder will at no time resort to plagiarism. Purchaser will not be a party to any dispute arising on account of plagiarism resorted to by the Successful Bidder. The Successful Bidder will indemnify Purchaser against any claim, laws, damages, etc. arising out of the Successful Bidder having resorted to plagiarism or violation & IPR of any third party.

- The Successful Bidder has to ensure that place of the event should not be littered and it should be handed over to the Purchaser in a neat and clean manner.
Section 13: Reporting of Issues

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

In case there is a change in the process for reporting issues, it will be appropriately communicated to successful Bidder. The Helpdesk or the representatives should be available during the normal business hours i.e. 10 am to 6 pm during all working days of the week. From 1st to 15th Nov 2019, availability of the bidder representatives will need to be increased for which timings will be confirmed by the department at the time of event. The Bidder representatives would have to perform various activities including:

1) Understanding the query/issue in the reported request. Query could be related to the following:
   - Technical Issue
   - Mismanagement
   - Non availability of the material
   - Required Representatives not available on the field at the time of the event etc.

2) Providing information/clarification on the spot in case of an informational query or providing necessary troubleshooting assistance in case of a logged issue.

3) Forwarding the case to concerned representative of the successful bidder if the issue cannot be instantly resolved on the call and is related to something else which needs discussion.

4) In case of technical issues for which a resolution is not possible instantly, the operator will submit the request into the system for escalation and further action by the successful bidder’s team.
Section 14: Service Level Agreement

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

14.1 Penalties

1. Any damage caused to the reputation of the Purchaser or the Government of Punjab due to any mismanagement in the event handling or execution of the event by the Successful Bidder or its representatives, it will be liable to pay 10% the cost of the total contract value event to the Purchaser within 15 days from the date of the reported issue or else Purchaser will take legal action against the Successful Bidder.

2. If the Successful Bidder uses the brand/name of the Purchaser for any other commercial purpose without its permission, Successful bidder will be liable to pay the penalties imposed by the Purchaser. Penalty will be decided by the Purchaser in this case.

3. If the Successful bidder after taking up the work for an event, leaves it incomplete/delayed due to any reason, the successful bidder would have to pay 20% of the total contract value to the Purchaser. Purchaser is also liable to take legal action against the Successful bidder in this case and can also go ahead with the forfeiture of the PBG.

4. If in the opinion of the purchaser, any work done or supply made or service rendered by the successful bidder is deficient in any manner in comparison to the prescribed standards, purchaser shall be at liberty to impose penalty on the successful bidder. The Purchaser shall decide on the penalty to be imposed on the violation/ non-adherence to the service levels.

5. The successful bidder will have to get all material going live or showcasing of any image, forecast, videos etc. for the event, approved from the Purchaser; failure to which will lead to Penalty. Penalty will be decided by the Purchaser in this case.

6. In case of consumption or carrying of any intoxicant by the Successful bidder or its staff/ representatives, Rs.25000/- per fault will be imposed on the Successful Bidder.

7. In case any of the outdoor led display stops working, successful bidder has to get the replacement or fix it within a span of two hours; failure to which will impose a penalty of Rs. 10,000 per hour.
Section 15: Annexures

15.1 Self-Declaration on not being blacklisted (To be scanned and uploaded)

On company Letter head

Date: XX/XX/XXXX

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

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

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

Sincerely Yours,

(Signature of Authorized Signatory)

Name:
Title:
15.2 Deployment of the manpower at all the Outdoor LED display systems

On company Letter head

Date: XX/XX/XXXX

To,

The Director,

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

Subject: Declaration to provide 24/7 technical manpower from 1st to 15th Nov 2019 at all the Outdoor LED display system Locations

Dear Sir,

I/We hereby declare that as of date, (Name of the firm/company) will be able to provide 24/7 quality technical manpower who is well versed with the supplied hardware including peripherals and the cables for this project during the course of event i.e. from 1st to 15th Nov 2019 at all the Outdoor LED display system Locations.

Sincerely Yours,

(Signature of Authorized Signatory)
Name:
Title:
15.3 Format for Performance Bank Guarantee (Hard copy required post contract is awarded)

Performance Bank Guarantee (Draft Format)

Ref: __________________________  Date: __________________________

Bank Guarantee No.: __________________________

To,

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

Dear Sir,

PERFORMANCE BANK GUARANTEE – For Selection of an implementation agency to supply, installation and commissioning of “25 Outdoor LED Displays” on rental basis along with the manpower for 550th Birth Anniversary Celebrations of Guru Nanak Dev Ji at Sultanpur Lodhi

WHEREAS

M/s. (name of Successful Bidder), a company registered under the Companies Act, 1956, having its registered and corporate office at (address of the Bidder), (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract dated ............ (herein after, referred to as “Contract”) with you for Selection of an implementation agency to supply, installation and commissioning of “25 Outdoor LED Displays” on rental basis along with the manpower for 550th Birth Anniversary Celebrations of Guru Nanak Dev Ji at Sultanpur Lodhi in the said Contract.
We are aware of the fact that as per the terms of the Contract, M/s. (name of Successful Bidder) is required to furnish an unconditional and irrevocable Bank Guarantee in your favor for an amount of 10% of the Total Contract Value, and guarantee the due performance by our constituent as per the Contract and do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee, as security against breach/ default of the said Contract by our Constituent.

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

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

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

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

This Performance Bank Guarantee shall continue and hold good till January 2020 from the date of signing of Contract, subject to the terms and conditions in the said Contract.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until January 2020 from the date of signing of Contract.

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

We hereby expressly waive all our rights:

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

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

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

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

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

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.
Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to 10% of the Contract Value, and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

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

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

Notwithstanding anything contained herein:

This Performance Bank Guarantee shall be valid only till January 2020 from the date of signing of Contract.

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before January 2020.

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

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.
This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such count.

Dated ....................... this ........... day ............ 2019.

Yours faithfully,

For and on behalf of the ............... Bank,

(Signature)

Designation

(Address of the Bank)

Note:

This guarantee will attract stamp duty as a security bond.

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

On company Letter head

Date: XX/XX/XXXX

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

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

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

Sincerely Yours,

(Signature of Authorized Signatory)
Name:
Title:
15.5 Acceptance of terms and conditions as per the Tender Document

On company Letter head

Date: XX/XX/XXXX

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

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

Dear Sir,
I/We have carefully gone through the Terms & Conditions contained in the Tender No. <Please enter the tender number> regarding supply, installation and commissioning of “25 Outdoor LED Displays” on rental basis along with the manpower for 550th Birth Anniversary Celebrations of Guru Nanak Dev Ji at Sultanpur Lodhi. I declare that all the provisions/Terms and Conditions of this Tender Document are acceptable to my Company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Sincerely Yours,

(Signature of Authorized Signatory)
Name:
Designation:
Company:
Address: