



Bihar Urban Infrastructure Development Corporation Ltd.

(A Govt. Of Bihar Undertaking)

Bid Document

For

**Supply, Installation, Testing and
Commissioning of LED Screen for
Advertisement at different locations in Patna
and Operation maintenance for 5 years of
entire system**

April , 2022



Bihar Urban Infrastructure Development Corporation Ltd.

A Government of Bihar Undertaking

SHORT NOTICE INVITING TENDER

Supply, Installation, Testing and Commissioning of LED Screen for Advertisement at different locations in Patna

NIT. No- 13

Date: 27.04.2022

(Through e-procurement mode only – www.eproc.bihar.gov.in)

1. Bihar Urban Infrastructure Development Corporation Limited (BUIDCO) invites bids from eligible experienced Firms/Contractors/Agencies/Bidders registered in appropriate category for execution of works as given below :-

Sl. No	Name of work	Bid Processing fees (Beltron)	Bid Document Cost	Bid Security (EMD)	Contract Duration
1.	Supply, Installation, Testing and Commissioning of LED Screen for Advertisement at different locations in Patna and Operation maintenance for 5 years of entire system	Rs. 1,180.00	Rs. 10,000.00	Rs. 1,00,000.00	1Month

2.	Date of downloading of bid document	:	Upto 11.05.2022 up to 05:00 PM Through website www.eproc.bihar.gov.in
3.	Place & Date of Pre-bid meeting	:	Date 02.05.2022 Time 03:00 PM . Near Rajapur Pul, West Boring Canal Road, Patna-800001
4.	Last date and time for receipt (upload) of bids	:	Date 12.05.2022 up to 05:00 PM Through website www.eproc.bihar.gov.in
5.	Last Date and time for Submission of hard copy of bid	:	Date 13.05.2022 up to 03:30 PM
6.	Time and date of opening technical bids	:	Date 13.05.2022 Time 04:00 PM
7.	Time and date of opening of financial bids	:	To be communicated later on
8.	Place of opening of bid	:	Through website www.eproc.bihar.gov.in
9.	Period of bids validity	:	120 days
10.	Officer inviting bids	:	Chief Engineer, Planning Design. & Monitoring, BUIDCO
11.	For participating in E – tendering process, the contractor shall have to get themselves registered to get user ID, Password and Digital signature. This will enable them to access the website www.eproc.bihar.gov.in and download/participate in E – tender. All tender queries related to this tender shall be communicated at cgmbuidco@gmail.com		
12.	(i) Bid processing fees to be paid through online mode i.e. Internet payment gateway (Credit/Debit Card), Net Banking, NEFT/RTGS. (ii) Bids along with necessary online payments must be submitted through e-procurement portal www.eproc.bihar.gov.in before the date & time specified in the NIT. The department does not take any responsibility for the delay/Non availability of internet connection, Network Traffic/Holidays or any other reasons".		

13	The tender documents can be obtained through website www.eproc.bihar.gov.in and www.buidco.in
14	Bid document cost should be paid by draft of any scheduled banks payable in favour of Managing Director, Bihar Urban Infrastructure Development Corporation Ltd, Original Bank Draft will have to be submitted in the office of Managing Director, Bihar Urban Infrastructure Development Corporation Ltd, Near Rajapur Pul, West Boring Canal Road, Patna-800001 on or before 03:30 PM on 13.05.2022 failing which the tender will be rejected.
15	Earnest Money should be in the form of Bank Guarantee of any scheduled banks payable in favour of Managing Director, Bihar Urban Infrastructure Development Corporation Ltd, on or before 03:30 PM on 13.05.2022 failing which the tender will be rejected. The Estimated Cost may increase or decrease.
16	All the information/corrigendum/addendum related to the project shall be published on the website www.eproc.bihar.gov.in and www.buidco.in . The authority shall have the right to reject the bid partially or fully without assigning any reason what so ever.
17	For any information department help line No. 18003456109 may be used
18	Estimate amount may vary. So EMD will be deposited as per Technical Sheet uploaded on the website www.eproc.bihar.gov.in
19	Further details of works can be obtained from the office of Chief Engineer, Design. Planning & Monitoring For clarification, regarding the E –tendering process, please contact e-procurement, Helpdesk, first Floor, M/22, Bank of India Building, Road No-25, Sri Krishna Nagar, Patna – 800 001, Telephone no. 0612-2523006, Mobile No –07542028164. Sd/- Chief Engineer, Planning, Design & Monitoring, BUIDCo, Patna

Bihar Urban Infrastructure Development Corporation, Near Rajapur Pul, West Boring Canal Road, Patna-800001
(Tel: 0612-2506213/2506109,Email: mdbuidco@gmail.com)



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Sd/-

Chief Engineer,
Design, Planning & Monitoring,
BUIDCO, Patna

Bihar Urban Infrastructure Development Corporation, Near Rajapur Pul, West Boring Canal Road, Patna-800001
(Tel: 0612-2506213/2506109, Email: mdbuidco@gmail.com)

ABBREVIATIONS & DEFINITIONS

Authorised Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
BG	Bank Guarantee
Bid/ eBid	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format
Bid Security	A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents.
Bidder	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor/ consortium participating in the procurement/ bidding process with the procurement entity
Bidding Document	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
BoM	Bill of Material
CMC	Contract Monitoring Committee
Competent Authority	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement.
Contract/ Procurement Contract	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement
COTS	Commercial Off The Shelf Software
Day	A calendar day as per Govt. of Bihar / Govt. of India.
FOR/ FOB	Free on Board or Freight on Board
GoI / GoB	Govt. of India/ Govt. of Bihar
Goods	All articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and

	any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves
ICT	Information and Communication Technology.
IFB	Invitation for Bids (A document published by the procuring entity inviting Bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and request for proposal)
INR	Indian Rupee
ISI	Indian Standards Institution
ISO	International Organisation for Standardisation
IT	Information Technology
ITB	Instruction to Bidders
LD	Liquidated Damages
Lol	Letter of Intent
Notification	A notification published in the Official Gazette
OEM	Original Equipment Manufacturer
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PC	Procurement/ Purchase Committee
Procurement Process	The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
Purchaser/ Tendering Authority/ Procuring Entity	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer.
Services	Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity

SLA	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
State Government	Government of Bihar
State Public Procurement Portal	www.eproc.bihar.gov.in
Subject Matter of Procurement	Any item of procurement whether in the form of goods, services or works
TIN	Tax Identification Number
TPA	Third Party Auditors
WO/ PO	Work Order/ Purchase Order
Price Validity	Awarded price by bidder should be valid for minimum of 1 year from bid submission date

Note:

- 1) Bidder shall submit their offer on-line in Electronic formats both for technical and financial proposal.
- 2) To participate in online bidding process, Bidder must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic Bid. Bidder can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
- 3) Department will not be responsible for delay in online submission due to any reason. For this, bidder is requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- 4) Bidder is also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process.
- 5) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bid.
- 6) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder/ authorised partner.
- 7) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidder to verify such information) and the information provided therein are intended only to help the bidder to prepare a logical bid-proposal.

1. PROJECT PROFILE & BACKGROUND INFORMATION

1) Project Profile

- a. Government of Bihar aims to utilize the benefits of Information Technology to bring about radical changes in the way various processes are carried out presently to improve the Accountability, Transparency & Effectiveness in Government administration. The ultimate objective is to arm the Government with IT enabled systems to assist them in carrying out their day-to-day functions to help deliver G2G, G2B and G2E services.
- b. Bihar Urban Infrastructure Development Corporation Ltd. is State level implementing agency for various projects in the State of Bihar.
- c. To create awareness among the citizens about various Govt. schemes & their benefits, Government has decided to put up video walls on the prominent places in Patna City. Prior to this.
- d. BUIDCO through this RFP intends to select System Integrators (SIs), who would be responsible to supply, install & maintain the LED video walls at the designated places in the City.

2. QUALIFICATION/ ELIGIBILITY CRITERIA

- 1) A bidder participating in the procurement process shall possess the following minimum pre-qualification/ eligibility criteria.

S. No.	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	<p>The bidder should be a Proprietorship firm duly registered</p> <p>OR</p> <p>A company registered under Indian Companies Act, 1956</p> <p>OR</p> <p>A partnership firm registered under Indian Partnership Act, 1932.</p> <p>OR</p> <p>Consortium is also allowed. The consortium shall not consist of more than two companies/ corporations and shall be formed under a duly stamped consortium agreement as per Annexure-16. In a consortium, one of the partners shall be designated as a "Lead Partner". The bidder or Lead partner of the consortium shall be an Information Technology/ Audio-visual Company/ Corporation. Every member of the consortium shall be equally responsible and jointly and severally liable for the successful completion of the entire project. In case of any issues, Lead Partner shall be responsible for all the penalties.</p>	<p>- Copy of valid Registration Certificates</p> <p>In case of Company, Copy of Certificate of incorporation</p> <p>In case of a consortium, a Consortium Agreement must be submitted, duly signed by the consortium members. The Consortium Agreement must clearly specify the stake of each member and outline their roles and responsibilities as per Annexure-16 (attach proof)</p>
2	Financial: Turnover from IT/ ITeS	Average Annual Turnover of the bidder* (any or both partners of consortium)* from IT/ ITeS/Audio-visual/Networking for last three financial years i.e. 2019~20 to 2021-22 (as per the published audited balance sheets), should be at least Rs. 5 crores.	CA Certificate with CA's Registration Number/ Seal
3	Financial: Net Worth	The net worth of the bidder, as on 31/03/2022, should be Positive.	CA Certificate with CA's Registration Number/ Seal
4	Technical Capability	Bidder or its OEM should have experience of Supply & Installation of at minimum 100 Full Colour and Full motion Direct view SMD LED Walls of minimum size 9' x 6' (excluding Rental orders) during the last five years from the date of bid submission.	Copy of supply order and installation certificate/ completion certificate issued in the name of bidder or OEM or OEM's authorized partner

S. No.	Basic Requirement	Specific Requirements	Documents Required
5	Other Requirement	The OEM of the offered LED display should have their own registered service centre in India for the last three years or more	Relevant document
6	Tax registration and clearance	The bidder should have a registered number of i. GST ii. Income Tax/PAN Number	Copies of relevant certificates of registration to be submitted
7	Mandatory Undertaking		A Self Certified letter as per Annexure-5: Self-Declaration

In addition to the provisions regarding the qualifications of the bidders as set out in (1) above: -

- a. the procuring entity shall disqualify a bidder as per the provisions under "Clause: Exclusion/ Disqualification of bids in Chapter-5: ITB"; and
- b. the procuring entity may require a bidder, who was pre-qualified, to demonstrate its qualifications again in accordance with the same criteria used to pre-qualify such bidder. The procuring entity shall disqualify any bidder that fails to demonstrate its qualifications again, if requested to do so. The procuring entity shall promptly notify each bidder requested to demonstrate its qualifications again as to whether or not the bidder has done so to the satisfaction of the procuring entity.

3. SCOPE OF WORK, DELIVERABLES & TIMELINES

A. Details of work (SoW)

The successful bidder, hereinafter referred to as System Integrator (SI), shall provide quality & timely services to BUIDCO. All the activities performed by the SI during different phases/stages of the project shall be closely monitored by BUIDCO. The bidders are strongly advised to carefully read the Scope of Work.

The Scope of work is to supply, install and maintain outdoor LED Video Walls at the designated places in the State of Bihar and provide maintenance of the solution and services. The Purchaser (BUIDCO) intend to install these Outdoor video walls across the State however, the actual location of installation will be communicated separately to the selected SI in the respective Work Order(s).

The primary requirement is the setting up of a display wall with multiple panels and controller unit. At a minimum this shall include the following:

- Outdoor LED Screen/Wall with required controllers and media players
- Video Wall Management System Software & Hardware
- Civil work for establishing these Video Walls

The broad scope of work for the SI during the period of contract/ engagement would include the following two phases: -

- Phase-I: Supply & Installation of items
- Phase-II: Maintenance & Support Services (Support Services for supplied items) during maintenance & warranty / support period)

The detailed scope of work for the SI during the period of contract/ engagement would include but not limited to the following:-

1) Phase-I:

1. Supply & Installation

- a) The Supply & Installation phase would commence from the Date of Work Order.
- b) SI shall visit the designated place and shall inspect the location for feasibility of video wall installation and intimate the Purchaser immediately in case site is not found suitable for installation. In such case BUIDCO shall intimate alternate site of installation.
- a) The layout for bipole/wall mount of video wall is detailed at Annexure-15. SI shall ensure that all the supplied items are properly fixed as per Indian Standards applicable to Wind Zone for Bihar. SI shall be responsible for any mis-happening, casualty, damage, loss of lives, goods and shall get the Video wall repaired & re-installed in its original working condition.

- c) The hardware should be supplied with all the required installation material/ accessories (wherever required) for proper installation at respective site.
- d) Purchaser shall provide power connection and electricity Meter till the Video Wall beyond which SI shall be responsible for all electric connection including cabling & its casing/ laying/ trenching, power distribution connection along with its secure housing, cabling & casing till the Rack behind Video wall, appropriate Earthing and any other component required for successful commissioning of the video wall.
- e) The software supplied should be of genuine OEM license.
- f) The SI shall be responsible to provide any other material required for successful commissioning of the Video Walls.
- g) BUIDCO, upon receipt of delivery challan of all the ordered items as per prescribed time schedule, may inspect the supplied items during the respective delivery to validate them in compliance with the work order.
- h) Upon successful installation (wherever applicable) of all the supplied Hardware/ Software, the SI shall submit installation reports (in original) duly verified by the respective nodal officer/ end-user.
- i) BUIDCO upon receipt of all installation reports (wherever applicable) from the SI, shall validate the same as per work order/ bidding document for its compliance.

Features required

- a) The content on the video wall should be centrally managed as well as should have provision of local management of the same.
- b) The proposed solution should be capable of auto power (electric) On/Off on the pre-defined time slots.
- c) The proposed solution should be capable of managing the content of one/all/group of sites.

2. Integration with Centralized Management Solution (CMS) & Media Player for Content & Video

- a) SI shall ensure the LED screens are integrated with the CMS solution which should be Linux based with inbuilt firewall.

2) Phase-II: Maintenance & Support Service

From the "Date of Installation" of project, the Support Service shall commence for a period as specified in relevant BoM / technical specifications for all hardware and software products.

During this period, the SI shall: -

- a) Within 10 days of Installation, deploy technical resource provide support in Video wall management and to undertake day to day operations and to provide training to department officials.
- b) SI shall equip its resources with required equipment (desktop/laptop/datacard etc.) for day to day functioning/ monitoring of the video walls

- c) Provide onsite maintenance services for the civil structure as well as installed hardware and /or software. This involves comprehensive maintenance of all installed hardware & software covered under the warranty as per 'Warranty' clause including repairing, replacement of faulty parts, modules, sub-modules, assemblies, sub-assemblies, spares etc. with genuine OEM components to make the system functional/ operational as per SLA
- d) SI shall also provide a helpdesk number, email address so that end-user may report problems, if any, using any of the available methods.

3) Other Responsibilities

- b) SI shall ensure that all the Outdoor video walls/structure are Insured for any type of damage/loss. The SI shall be liable for payment of Insurance premium during the Contract period.
- c) SI shall ensure that all the video walls remain in working condition during the Contract period and at the time of handover of these video wall(s) after the expiry of the respective work order contract.

B. Responsibilities of BUIDCO

- a) BUIDCO shall facilitate to bidder to arrange electricity/LAN connectivity at the point of installation.
- b) BUIDCO shall facilitate to bidder to provide Servers at the RSDC for Central management of the Project.

C. Project Activity, Deliverables& Timelines

The milestones, deliverables and time schedule for the implementation of the project would be as follows:-

- a) The time specified for delivery and other activities as mentioned in the table below shall be deemed to be the essence of the contract and the SI shall arrange supplies and provide the required services within the specified period.
- b) It should be noted that any delay in the project timelines shall attract Liquidated Damages (LD) to the SI as per the details mentioned in subsequent sections of this bidding document.

S. No	Milestone/ Phase	Scope of Work	Deliverables	Timelines
1.	Supply & Installation	Supply (as per Clause A-1).1 of SoW)	<ul style="list-style-type: none"> • Delivery Challan for ordered items 	T+ 150 days (T is the date of issuance of WO)
2.		Installation (as per Clause A-1).2 of	<ul style="list-style-type: none"> • Warranty Certificates for Hardware & software 	T1+ 60 days (T1 is either date of

		SoW)	items (wherever applicable) <ul style="list-style-type: none"> • Installation & Commissioning Report of the LFDs and other items 	intimation to the SI for installation at the designated location or Delivery date of the items whichever is later, subject that the delivery timelines doesn't exceed)
3.	Maintenance & Support Services (Phase - II)	Maintenance & Support Service (as per Clause A-2). of SoW & Warranty and support clause)	Quarterly SLA attainment reports	After end of each quarter (Start from the Date of commissioning of a Video Wall)

4. INSTRUCTION TO BIDDERS (ITB)

1) Availability of Bidding/ Tender Documents

- a) The availability of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIT) and shall be stopped one day prior to the date of opening of Bid. The complete bidding document shall also be placed on the State Public Procurement Portal and e-Procurement portal. The prospective bidders shall be permitted to download the bidding document from the websites.
- b) The bidding documents shall be made available to any prospective bidder.

2) Pre-bid Meeting/ Clarifications

- a) Any prospective bidder may, in writing, seek clarifications from the procuring entity in respect of the bidding documents by sending in their pre-bid queries before the pre-bid conference.
- b) A pre-bid conference is also scheduled by the procuring entity as per the details mentioned in the NIT and to clarify doubts of potential bidders in respect of the procurement and the records of such conference shall be intimated to all bidders and where applicable, shall be published on the respective websites.
- c) The period within which the bidders may seek clarifications under (a) above and the period within which the procuring entity shall respond to such requests for clarifications shall be as under: -
 - a. Last date of submitting clarifications requests by the bidder: **as per NIT**
 - b. Response to clarifications by procuring entity: **as per NIT**
- d) The minutes and response, if any, shall be provided promptly to all bidders to which the procuring entity provided the bidding documents, so as to enable those bidders to take minutes into account in preparing their bids, and shall be published on the respective websites.

3) Changes in the Bidding Document

- a) At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.
- b) In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.
- c) In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to

allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.

- d) Any bidder, who has submitted his Bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of Bids, when changes are made to the bidding document by the procuring entity:

Provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

4) **Period of Validity of Bids**

- a) Bids submitted by the bidders shall remain valid during the period specified in the NIT/ bidding document. A Bid valid for a shorter period shall be rejected by the procuring entity as non-responsive Bid.
- b) Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.
- c) Bidders that agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its Bid.

5) **Format and Signing of Bids**

- a) Bidders must submit their bids online at e-Procurement portal
- b) All the documents uploaded should be digitally signed with the DSC of authorized signatory.
- c) A Single stage two part/ cover system shall be followed for the Bid: -
- a. Technical Bid, including fee details, eligibility & technical documents
 - b. Financial Bid
- d) The technical bid shall consist of the following documents: -

S. No.	Documents Type	Document Format
Fee Details		
1.	Bidding document Fee (Tender Fee)	Proof of submission (PDF)
2.	BUIDCO Processing Fee (e-Procurement) if applicable	Instrument/ Proof of submission (PDF)

3.	Bid Security	Instrument/ Proof of submission (PDF)
Eligibility Documents		
4.	Bidder's Authorisation Certificate along with copy of PoA/ Board resolution stating that Auth. Signatory can sign the bid/ contract on behalf of the firm.	As per Annexure-3 (PDF)
5.	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	As per the format mentioned against the respective eligibility criteria clause (PDF)
Technical Documents		
6.	Certificate of Conformity/ No Deviation	As per Annexure-5 (PDF)
7.	Declaration by Bidders	As per Annexure-6 (PDF)
8.	Undertaking on Authenticity of Comp. Equip.	As per Annexure-8 (PDF)
9.	Components Offered + Technical specifications compliance sheet for all items only on OEM Letter Head	As per Annexure-9 (PDF)
10.	Consortium Agreement (if applicable)	As per Annexure-16 (PDF)

b) Financial bid shall include the following documents: -

S. No.	Documents Type	Document Format
1.	Financial Bid - Format	As per BoQ (.XLS) format available on e-Procurement portal

c) The bidder should ensure that all the required documents, as mentioned in this bidding document, are submitted along with the Bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the Bid submitted by the bidder.

6) Cost & Language of Bidding

- a) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- b) The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity, shall be written only in English Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

7) **Alternative/ Multiple Bids**

Alternative/ Multiple Bids shall not be considered at all. Also, the bidder shall not quote for multiple brands/ make/ models but only one in the technical Bid and should also mention the details of the quoted make/ model in the "Annexure-9: Components Offered".

8) **Bid Security**

Every bidder, if not exempted, participating in the procurement process will be required to furnish the bid security as specified in the NIT.

- a) In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.
- b) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the technical bid.
- c) Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
- d) The bid security may be given in the form of a banker's cheque or demand draft or bank guarantee, in specified format, of a scheduled bank. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
- e) The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity.
- f) Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
- g) The bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.
- h) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
- i) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
 - a. when the bidder withdraws or modifies its bid after opening of bids;
 - b. when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
 - c. when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;

- d. when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
- e. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- j) Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.
- k) No interest shall be payable on the bid security.
- l) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.
- m) The procuring entity shall promptly return the bid security after the earliest of the following events, namely:-
 - a. the expiry of validity of bid security;
 - b. the execution of agreement for procurement and performance security is furnished by the successful bidder;
 - c. the cancellation of the procurement process; or
 - d. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

9) Deadline for the submission of Bids

- a) Bids shall be received online at e-Procurement portal and up to the time and date specified in the NIT.
- b) Normally, the date of submission and opening of Bids would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified as a result of discussions in pre-bid meeting/ conference or otherwise and the time with the prospective bidders for preparation of Bids appears insufficient, the date may be extended by the procuring entity. In such case the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original NIT and shall also be placed on the State Public Procurement Portal, if applicable. It would be ensured that after issue of corrigendum, reasonable time is available to the bidders for preparation and submission of their Bids. The procuring entity shall also publish such modifications in the bidding document in the same manner as the publication of initial bidding document. If, in the office of the Bids receiving and opening authority, the last date of submission or opening of Bids is a non-working day, the Bids shall be received or opened on the next working day.

10) **Withdrawal, Substitution, and Modification of Bids**

- a) If permitted on e-Procurement portal, a Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial cover) as per the instructions/ procedure mentioned at e-Procurement website under the section "Bidder's Manual Kit".
- b) Bids withdrawn shall not be opened and processes further.

11) **Opening of Bids**

- a) The Bids shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIT in the presence of the bidders or their authorised representatives who choose to be present.
- b) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
- c) The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.
- d) All the documents comprising of technical Bid/ cover shall be opened & downloaded from the e-Procurement website (only for the bidders who have submitted the prescribed fee(s) to BUIDCO).
- e) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the:
 - a. bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable);
 - b. bid is valid for the period, specified in the bidding document;
 - c. bid is unconditional and the bidder has agreed to give the required performance security; and
 - d. other conditions, as specified in the bidding document are fulfilled.
 - e. any other information which the committee may consider appropriate.
- f) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee and bid security.
- g) The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

12) **Selection Method**

Financial bid will be open of all technically responsive bidder and lowest financially evaluated bid shall be considered as L1 bidder and shall be awarded the work.

Bidder has to quote the unit rate for all the items in BoQ. However, for the purpose of L1 calculation, the quantity for the items shall be as below. The L1 bidder shall be evaluated on the base of the Composite rate of all the items on the following quantities and not on the unit rate. GST shall not be included while calculating the L1 price.

Sr. No	Name of Item	Qty
(A)	(B)	(C)
1.	Supply, Installation, Commission & Maintenance of Outdoor LED video Wall (5.76 m x 2.88 m) with all required accessories for installation	20
2.	Supply, Installation, Commission & Maintenance of Outdoor LED video Wall (3.84 m x 2.88 m) with all required accessories for installation	20
3.	Supply, Installation of Bipole/Unipole & structure to fix Outdoor video wall solution for 5.76 m x 2.88 m LED screen size	20
4.	Supply, Installation of Bipole/Unipole & structure to fix Outdoor video wall solution for 3.84 m x 2.88 m LED screen size	20
5.	Media Player as per specification	40
6.	Outdoor Air Conditioner as per specification	40
7.	Rack Frame with Power Distribution Unit to be mounted Behind the Structure as per specification	40
8.	GSM Router with Dual failover SIM	40
9.	Communication Interface Device as per specification	40
10.	5-Port Network Switch as per specification	40
11.	Centralized Solution for Content & Video wall management	1
12.	Leased Line At Central Location -40 MBPS	1

The L1 bidder shall be evaluated on the base of the Composite rate (Without GST) of all the above items on the above mentioned indicative quantities.

13) Clarification of Bids

- a) To assist in the examination, evaluation, comparison and qualification of the Bids, the bid evaluation committee may, at its discretion, ask any bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the bidder shall be through the e-Procurement portal.
- b) Any clarification submitted by a bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.

- c) No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial Bids.
- d) No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

14) Evaluation & Tabulation of Technical Bids

a) Determination of Responsiveness

- a. The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.
- b. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -
 - i. "deviation" is a departure from the requirements specified in the bidding document;
 - ii. "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
 - iii. "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
- c. A material deviation, reservation, or omission is one that,
 - i. if accepted, shall:-
 - 1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
 - 2. limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the bidder's obligations under the proposed contract;or
 - ii. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.
- d. The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.
- e. The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

b) Non-material Non-conformities in Bids

- a. The bid evaluation committee may waive any non-conformities in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
- b. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, GST registration certificate, ISO Certificates, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.
- c. The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (b) above.

c) Technical Evaluation Criteria

Bids shall be evaluated based on the compliance of the documents submitted in the technical bid.

d) Tabulation of Technical Bids

- a. If Technical Bids have been invited, they shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document.
- b. The members of bid evaluation committee shall give their recommendations below the table as to which of the bidders have been found to be qualified in evaluation of Technical Bids and sign it.
- e) The number of firms qualified in technical evaluation, if less than three and it is considered necessary by the procuring entity to continue with the procurement process, reasons shall be recorded in writing and included in the record of the procurement proceedings.
- f) The bidders who qualified in the technical evaluation shall be informed in writing about the date, time and place of opening of their financial Bids.

15) Evaluation & Tabulation of Financial Bids

Subject to the provisions of “Acceptance of Successful Bid and Award of Contract” below, the procuring entity shall take following actions for evaluation of financial Bids:-

- a) For two part/ cover Bid system, the financial Bids of the bidders who qualified in technical evaluation shall be opened online at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present;
- b) the process of opening of the financial Bids shall be similar to that of technical Bids.
- c) the names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded;
- d) conditional Bids are liable to be rejected;

- e) the evaluation shall include all costs and all taxes and duties(except GST) applicable to the bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;
- f) the bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and recommend the lowest offer for acceptance to the procuring entity, if price is the only criterion, or most advantageous Bid in other case;
- g) The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid or most advantageous Bid and sign it.

16) Correction of Arithmetic Errors in Financial Bids

The bid evaluation committee shall correct arithmetical errors in substantially responsive Bids, on the following basis, namely: -

- a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the bid evaluation committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.

17) Comparison of rates of firms outside and those in Bihar

While tabulating the financial Bids of those firms which are not entitled to price preference, the element of GST shall be excluded from the rates quoted by the firms.

18) Price/ purchase preference in evaluation

Price and/ or purchase preference notified by the State Government (GOB), & any other notification issued by GOB for price preference and as mentioned in the bidding document shall be considered in the evaluation of Bids and award of Contract..

19) Exclusion of Bids/ Disqualification

- a) A procuring entity shall exclude/ disqualify a Bid, if: -
 - a. the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or

- b. the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
 - c. the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
 - d. the Bid materially departs from the requirements specified in the bidding document or it contains false information;
 - e. the bidder, submitting the Bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
 - f. a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.
- b) A Bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.
 - c) Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be: -
 - a. communicated to the concerned bidder in writing;
 - b. published on the State Public Procurement Portal, if applicable.

20) Acceptance of the successful Bid and award of contract

- a) The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.
- b) Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
- c) Before award of the contract, the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
- d) A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- e) The procuring entity shall award the contract to the bidder(s) whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder(s) has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.
- f) Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that its Bid has been accepted.

- g) As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email
- h) If the issuance of formal PO is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder.
- i) The bid security of the bidders whose Bids could not be accepted shall be refunded soon after PO is issued to the successful bidder.

21) Information and publication of award

Information of award of contract shall be communicated to all participating bidders and published on the respective website(s) as specified in NIT.

22) Procuring entity's right to accept or reject any or all Bids

The Procuring entity reserves the right to accept or reject any Bid, and to annul (cancel) the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the bidders.

23) Right to vary quantity

- a) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.
- b) Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under: -
 - a. 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
 - b. 50% of the value of goods or services of the original contract.

24) Performance Security

- a) Prior to execution of agreement, Performance security shall be solicited from the successful bidders except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.
- b) The amount of performance security shall be **2%** of the amount of the total bid value considering all the quantities.
- c) Performance security shall be furnished in any one of the following forms: -
 - a. Bank Draft or Banker's Cheque of a scheduled bank;

- b. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Bihar, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
- c. Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for bid security;
- d. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/ premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- d) Performance security furnished in the form specified in clause [b.] to [d.] of (c) above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
- e) Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
 - a. When any terms and condition of the contract is breached.
 - b. When the bidder fails to make complete supply satisfactorily.
 - c. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- f) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
- g) No interest shall be payable on the PSD.

25) Execution of agreement

- a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is despatched to the bidder.
- b) The successful bidder shall sign the procurement contract within 10 days from the date on which the letter of acceptance or letter of intent is despatched to the successful bidder. Non submission of agreement in time may result in cancellation of contract.
- c) If the bidder, who's Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous

bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding document.

- d) The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Bihar only.

26) Confidentiality

- a) Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to: -
 - a. impede enforcement of any law;
 - b. affect the security or strategic interests of India;
 - c. affect the intellectual property rights or legitimate commercial interests of bidders;
 - d. affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.
- b) The procuring entity shall treat all communications with bidders related to the procurement process in such manner as to avoid their disclosure to competing bidders or to any other person not authorised to have access to such information.
- c) The procuring entity may impose on bidders and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (a) above.
- d) In addition to the restrictions specified above, the procuring entity, while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

27) Cancellation of procurement process

- a) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.
- b) A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it -
 - a. at any time prior to the acceptance of the successful Bid; or
 - b. after the successful Bid is accepted in accordance with (d) and (e) below.
- c) The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.
- d) The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.

- e) If the bidder who's Bid has been accepted as successful fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.
- f) If a bidder is convicted of any offence under the Act, the procuring entity may: -
 - a. cancel the relevant procurement process if the Bid of the convicted bidder has been declared as successful but no procurement contract has been entered into;
 - b. rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.

28) Code of Integrity for Bidders

- a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
- b) The code of integrity include provisions for: -
 - a. Prohibiting
 - i. any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
 - ii. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - iii. any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
 - iv. improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
 - v. any financial or business transactions between the bidder and any officer or employee of the procuring entity;
 - vi. any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
 - vii. any obstruction of any investigation or audit of a procurement process;
 - b. disclosure of conflict of interest;
 - c. disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.
- c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: -
 - a. exclusion of the bidder from the procurement process;

- b. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
- c. forfeiture or encashment of any other security or bond relating to the procurement;
- d. recovery of payments made by the procuring entity along with interest thereon at bank rate;
- e. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
- f. debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

29) Interference with Procurement Process

A bidder, who: -

- a) withdraws from the procurement process after opening of financial bids;
- b) withdraws from the procurement process after being declared the successful bidder;
- c) fails to enter into procurement contract after being declared the successful bidder;
- d) fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful bidder, without valid grounds,

shall, in addition to the recourse available in the bidding document or the contract, be punished with fine which may extend to fifty lakh rupees or ten per cent of the assessed value of procurement, whichever is less.

30) Offenses by Firms/ Companies

- a) Where an offence has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly:

Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.

- b) Notwithstanding anything contained in (a) above, where an offence has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.
- c) For the purpose of this section-

- a. "company" means a body corporate and includes a limited liability partnership, firm, registered society or co- operative society, trust or other association of individuals; and
- b. "director" in relation to a limited liability partnership or firm, means a partner in the firm.

31) Debarment from Bidding

- a) A bidder shall be debarred by the State Government if he has been convicted of an offence
 - a. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
 - b. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- b) A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.
- c) If a procuring entity finds that a bidder has breached the code of integrity prescribed in terms of "Code of Integrity for bidders" above, it may debar the bidder for a period not exceeding three years.
- d) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.
- e) The State Government or a procuring entity, as the case may be, shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

32) Monitoring of Contract

- a) An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by procuring entity to monitor the progress of the contract during its delivery period.
- b) During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of goods and service delivery is in proportion to the total delivery period given, if it is a severable contract, in which the delivery of the goods and service is to be obtained continuously or is batched. If the entire quantity of goods and service is to be delivered in the form of completed work or entire contract like fabrication work, the process of completion of work may be watched and inspections of the selected bidder's premises where the work is being completed may be inspected.

- c) If delay in delivery of goods and service is observed a performance notice would be given to the selected bidder to speed up the delivery.
- d) Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the procuring entity and such change shall not relieve any former member of the firm, etc., from any liability under the contract.
- e) No new partner/ partners shall be accepted in the firm by the selected bidder in respect of the contract unless he/ they agree to abide by all its terms, conditions and deposits with the procuring entity through a written agreement to this effect. The bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.
- f) The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of procuring entity.

5. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

Bidders should read these conditions carefully and comply strictly while sending their bids.

Definitions

For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them: -

- a) "Contract" means the Agreement entered into between the Purchaser and the successful/ selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- c) "Contract Price" means the price payable to the successful/ selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- d) "Day" means a calendar day.
- e) "Delivery" means the transfer of the Goods from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- f) "Completion" means the fulfilment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the Contract.
- g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the successful/ selected bidder is required to supply to the Purchaser under the Contract.
- h) "Purchaser" means the entity purchasing the Goods and related services, as specified in the bidding document.
- i) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the successful/ selected bidder under the Contract.
- j) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the related services is subcontracted by the successful/ selected bidder.
- k) "Supplier/ Successful or Selected bidder" means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful/ selected bidder.
- l) "The Site," where applicable, means the designated project place(s) named in the bidding document.

Note: The bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the goods to be supplied and related services to be rendered. If the

bidder has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before submitting the Bid and signing the contract refer the same to the procuring entity and get clarifications.

1) Contract Documents

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

2) Interpretation

- a) If the context so requires it, singular means plural and vice versa.
- b) Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier/ Selected bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- c) Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- d) Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- e) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- f) Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

3) Language

- a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the successful/ selected bidder and the Purchaser, shall be written in English language only. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the special conditions of the contract, in which case, for purposes of interpretation of the Contract, this translation shall govern.

- b) The successful/ selected bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

4) Joint Venture, Consortium or Association

- a) Joint venture, consortium, or association is allowed in this bid. If the Supplier/ Bidder is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association.
- b) The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the purchaser.
- c) Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the purchase officer and such change shall not relieve any former member of the firm, etc., from any liability under the contract.
- d) No new partner/ partners shall be accepted in the firm by the contractor in respect of the contract unless he/they agree to abide by all its terms, conditions and deposits with the purchase officer a written agreement to this effect. The contractor's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.
- e) No new consortium agreement shall be allowed during the project period.
- f) In Consortium, all the members shall be equally responsible to complete the project as per their roles & responsibilities; however Lead partner shall give an undertaking for the successful completion of the overall project. In case of any issues, Lead partner is the responsible person for all the penalties.
- g) The lead bidder and consortium partner is jointly and severely liable for the entire scope of work and risks involved thereof.
- h) The non-lead bidder (consortium partner) is liable for the scope of work for which they are responsible along with the lead bidder.
- i) Any change in the consortium at a later date will not be allowed without prior permission from the tendering authority/ purchaser.

5) Eligible Goods and Related Services

- a) For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, transportation, supply, installation, integration, testing, commissioning, training, and initial maintenance.
- b) All articles/ goods being bid, other than those marked in the Bill of Material (BoM) should be the ones which are produced in volume and are used by a large number of users in India/ abroad. All products quoted by the successful/ selected bidder must be associated

with specific make and model number, item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the bidder/ supplier. Also, the bidder is to quote/ propose only one make/ model against the respective item.

- c) The OEM/ Vendor of the quoted product must have its own registered spares depot in India having adequate inventory of the equipment being quoted for providing the necessary spares as per the requirements of the bidding document.
- d) The OEM/ Vendor of the quoted product should also have its direct representation in India in terms of registered office for at least past 3 years. The presence through any Distribution/ System Integration partner agreement will not be accepted.
- e) Bidder must quote products in accordance with above clause "Eligible goods and related services".

6) Notices

- a) Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term "in writing" means communicated in written form with proof of dispatch and receipt.
- b) A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

7) Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of the Bihar State/ the Country (India), unless otherwise specified in the contract.

8) Scope of Supply

- a) Subject to the provisions in the bidding document and contract, the goods and related services to be supplied shall be as specified in the bidding document.
- b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.
- c) The bidder shall not quote and supply hardware/ software that is likely to be declared as End of Sale in next 3 months and End of Service/ Support for a period of 5 Years from the last date of bid submission. If any of the hardware/ software is found to be declared as End of Sale/ Service/ Support, then the bidder shall replace all such hardware/ software with the latest ones having equivalent or higher specifications without any financial obligation to the purchaser. However, MAF shall be submitted only for the items marked Mandatory in Annexure-2.

9) Delivery & Installation

- a) Subject to the conditions of the contract, the delivery of the goods and completion of the related services shall be in accordance with the delivery and completion schedule specified in the bidding document. The details of supply/ shipping and other documents to be furnished by the successful/ selected bidder are specified in the bidding document and/ or contract.
- b) The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.
- c) The Supplier/ Selected Bidder shall arrange to supply, install and commission the ordered materials/ system as per specifications within the specified delivery/ completion period at various departments and/ or their offices/ locations mentioned in the PO/ WO.
- d) Shifting the place of Installation: The user will be free to shift the place of installation within the same city /town/ district/ division. The successful/ selected bidder shall provide all assistance, except transportation, in shifting of the equipment. However, if the city/town is changed, additional charges of assistance in shifting and providing maintenance services for remaining period would be decided mutually.

10) Supplier's/ Selected Bidder's Responsibilities

The Supplier/ Selected Bidder shall supply all the goods and related services included in the scope of supply in accordance with the provisions of bidding document and/ or contract.

11) Purchaser's Responsibilities

- a) Whenever the supply of goods and related services requires that the Supplier/ Selected Bidder obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier/ Selected Bidder, make its best effort to assist the Supplier/ Selected Bidder in complying with such requirements in a timely and expeditious manner.
- b) The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with the general and special conditions of the contract.

12) Recoveries from Supplier/ Selected Bidder

- a) Recovery of liquidated damages, short supply, breakage, rejected articles shall be made ordinarily from bills or Performance Security Deposit (as the case may be).
- b) The Purchase Officer shall withhold amount to the extent of short supply, broken/ damaged or for rejected articles unless these are replaced satisfactorily. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with BUIDCO.
- c) The balance, if any, shall be demanded from the Supplier/ Selected Bidder and when recovery is not possible, the Purchase Officer shall take recourse to law in force.

13) Taxes & Duties

- a) The TDS if applicable, shall be deducted at source/ paid by BUIDCO as per prevailing rates.
- b) For goods supplied from outside India, the successful/ selected bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.
- c) For goods supplied from within India, the successful/ selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- d) If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent.

14) Copyright

The copyright in all drawings, design documents, source code and other materials containing data and information furnished to the Purchaser by the Supplier/ Selected Bidder herein shall remain vested in the Selected Bidder, or, if they are furnished to the Purchaser directly or through the Supplier/ Selected Bidder by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

15) Confidential Information

- a) The Purchaser and the Supplier/ Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- b) The Supplier/ Selected Bidder may furnish to its Subcontractor, if permitted, such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier/ Selected Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier/ Selected Bidder.
- c) The Purchaser shall not use such documents, data, and other information received from the Supplier/ Selected Bidder for any purposes unrelated to the Contract. Similarly, the Supplier/ Selected Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- d) The obligation of a party under sub-clauses above, however, shall not apply to information that: -

- i. the Purchaser or Supplier/ Selected Bidder need to share with BUIDCO or other institutions participating in the Contract;
 - ii. now or hereafter enters the public domain through no fault of that party;
 - iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - iv. Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- e) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.
- f) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

16) Specifications and Standards

- a) All articles supplied shall strictly conform to the specifications, trademark laid down in the bidding document and wherever articles have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those articles should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description. The decision of the competent authority/ purchase committee whether the articles supplied conforms to the specifications shall be final and binding on the supplier/ selected bidder.
- b) Technical Specifications and Drawings
- i. The Supplier/ Selected Bidder shall ensure that the goods and related services comply with the technical specifications and other provisions of the Contract.
 - ii. The Supplier/ Selected Bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
 - iii. The goods and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.
- c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the bidding document. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with the general conditions of the contract.

- d) The supplier/ selected bidder must certify that all the goods are new, unused, and of the agreed make and models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- e) The supplier/ selected bidder should further warrant that the Goods shall be free from defects arising from any act or omission of the supplier/ selected bidder or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the place of final destination.

17) Packing and Documents

- a) The Supplier/ Selected Bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.
- b) The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the contract, and in any other instructions ordered by the Purchaser.

18) Insurance

- a) The Goods supplied under the Contract shall be fully insured against loss by theft, destruction or damage incidental to manufacture or acquisition, transportation, storage, fire, flood, under exposure to weather and delivery at the designated project locations, in accordance with the applicable terms. The insurance charges will be borne by the supplier and Purchaser will not be required to pay such charges if incurred.
- b) The goods will be delivered at the FOR destination in perfect condition.

19) Transportation

- a) The supplier/ selected bidder shall be responsible for transport by sea, rail and road or air and delivery of the material in the good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the bidder shall be liable to make good such loss and shortage found at the checking/ inspection of the material by the consignee. No extra cost on such account shall be admissible.
- b) All goods must be sent freight paid through Railways or goods transport. If goods are sent freight to pay, the freight together with departmental charge @5% of the freight will be recovered from the supplier's/ selected bidder's bill.

20) Inspection

- a) The Purchase Officer or his duly authorized representative shall at all reasonable time have access to the supplier's/ selected bidder's premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/ equipment/ machineries during manufacturing process or afterwards as may be decided.
- b) The supplier/ selected bidder shall furnish complete address of the premises of his factory, office, go-down and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose.
- c) BUIDCO may decide to conduct inspection, at bidder's locations without any financial liability to the Purchaser. BUIDCO may alternatively decide to provide despatch clearance with inspection, however, supplies when received at respective locations shall be subject to inspection to ensure whether they conform to the specification.

21) Rejection

- a) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the selected bidder at his own cost within the time fixed by the Purchase Officer.
- b) If, however, due to exigencies of BUIDCO work, such replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an opportunity to the selected bidder of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
- c) The rejected articles shall be removed by the supplier/ bidder/ selected bidder within 15 days of intimation of rejection, after which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the selected bidder's risk and on his account.

22) Extension in Delivery Period and Liquidated Damages (LD)

- a) Except as provided under clause "Force Majeure", if the supplier/ selected bidder fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause "Termination".
- b) The time specified for delivery in the bidding document shall be deemed to be the essence of the contract and the supplier/ selected bidder shall arrange goods supply and related services within the specified period.

- c) Delivery and installation/ completion period may be extended with or without liquidated damages, if the delay in the supply of goods or service is on account of hindrances beyond the control of the supplier/ selected bidder.
- i. The supplier/ selected bidder shall request in writing to the Purchaser giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of goods or service within the stipulated delivery period or is unable to maintain prorate progress in the supply of goods or service delivery. This request shall be submitted as soon as a hindrance in delivery of goods and service occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of goods and service after which such request shall not be entertained.
 - ii. The Purchaser shall examine the justification of causes of hindrance in the delivery of goods and service and the period of delay occurred due to that and recommend the competent authority on the period of extension which should be granted with or without liquidated damages.
 - iii. Normally, extension in delivery period of goods and service in following circumstances may be considered without liquidated damages:
 - a. When delay has occurred due to delay in supply of drawings, designs, plans etc. if the BUIDCO was required to supply them to the supplier of goods or service provider as per terms of the contract.
 - b. When delay has occurred in supply of materials etc. if these were required to be supplied to the supplier or service provider by the BUIDCO as per terms of the contract.
 - iv. If the competent authority agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of goods and service.
 - v. It shall be at the discretion of the concerned authority to accept or not to accept the supply of goods and/ or services rendered by the contractor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered goods and/ or service.
 - vi. If BUIDCO is in need of the good and/ or service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.
- d) In case of extension in the delivery and/ or installation/ completion period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of goods and/ or service which the selected bidder has failed to supply/ install/ complete : -

No.	Condition	LD %*
a.	Delay up to one fourth period of the prescribed period of delivery, successful installation and completion of work	1 %
b.	Delay exceeding one fourth but not exceeding half of the prescribed period of delivery, successful installation and completion of work	3 %
c.	Delay exceeding half but not exceeding three fourth of the prescribed period of delivery, successful installation and completion of work	5 %
d.	Delay exceeding three fourth of the prescribed period of delivery, successful installation and completion of work	10 %

- i. Fraction of a day in reckoning period of delay in supplies, successful installation and completion of work shall be eliminated, if it is less than half a day.
- ii. The maximum amount of liquidated damages shall be 5 % of the contract value.
- iii. *The percentage refers to the payment due for the associated works/ goods/ service.

23) Authenticity of Equipment

- a) The selected bidder shall certify (as per Annexure-8) that the supplied goods are brand new, genuine/ authentic, not refurbished, conform to the description and quality as specified in this bidding document and are free from defects in material, workmanship and service.

24) Warranty

- a) The bidder must supply all items with comprehensive on-site OEM warranty valid for three years after the goods, or any portion thereof as the case may be, have been delivered to, installed and accepted at the final destination(s) indicated in the bidding document. However, if delay of installation is more than a month's time due to the reasons ascribed to the bidder, the warranty shall start from the date of last successful installation of the items covered under the PO.
- b) At the time of goods delivery, the selected bidder shall submit a certificate/ undertaking from all the respective OEMs mentioning the fact that the goods supplied are covered under comprehensive warranty & support for the prescribed period.
- c) The purchaser shall give a written notice to the selected bidder stating the nature of any defect together with all available evidence thereof, promptly following the discovery thereof. The purchaser shall afford all reasonable opportunity for the selected bidder to inspect such defects. Upon receipt of such notice, the selected bidder shall expeditiously cause to repair the defective goods or parts thereof or replace the defective goods or parts thereof

with brand new genuine/ authentic ones having similar or higher specifications from the respective OEM, at no cost to the Purchaser. Any goods repaired or replaced by the selected bidder shall be delivered at the respective location without any additional costs to the purchaser.

- d) If having been notified, the selected bidder fails to remedy the defect within the period specified, the purchaser may proceed to take within a reasonable period such remedial action as may be necessary, in addition to other recourses available in terms and conditions of the contract and bidding document.
- e) During the warranty period, the bidder shall also be responsible to ensure adequate and timely availability of spare parts needed for repairing the supplied goods.
- f) The warranty on supplied software media, if any, should be at least 90 days.
- g) On supplied software, bidder has to provide updates, upgrades and patches with 3 years OEM Support

25) Patent Indemnity

- a) The supplier/ selected bidder shall, subject to the Purchaser's compliance with sub-clause (b) below, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: -
 - i. the installation of the Goods by the supplier/ selected bidder or the use of the Goods in the country where the Site is located; and
 - ii. the sale in any country of the products produced by the Goods.Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the supplier/ selected bidder, pursuant to the Contract.
- b) If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to above, the Purchaser shall promptly give the supplier/ selected bidder a notice thereof, and the supplier/ selected bidder may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- c) If the supplier/ selected bidder fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

- d) The Purchaser shall, at the supplier's/ selected bidder's request, afford all available assistance to the supplier/ selected bidder in conducting such proceedings or claim, and shall be reimbursed by the supplier/ selected bidder for all reasonable expenses incurred in so doing.
- e) The Purchaser shall indemnify and hold harmless the supplier/ selected bidder and its employees, officers, and Subcontractors (if any) from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the supplier/ selected bidder may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

26) Limitation of Liability

Except in cases of gross negligence or wilful misconduct: -

- a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/ selected bidder to pay liquidated damages to the Purchaser; and
- b) the aggregate liability of the supplier/ selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier/ selected bidder to indemnify the Purchaser with respect to patent infringement.

27) Force Majeure

- a) The supplier/ selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the supplier/ selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier/ selected bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c) If a Force Majeure situation arises, the supplier/ selected bidder shall promptly notify the BUIDCO in writing of such conditions and cause thereof within 15 days of occurrence of

such event. Unless otherwise directed by BUIDCO, the supplier/ selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.

- d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
- e) In case a Force Majeure situation occurs with the BUIDCO, the BUIDCO may take the case with the supplier/ selected bidder on similar lines.

28) Change Orders and Contract Amendments

- a) The Purchaser may at any time order the supplier/ selected bidder through Notice in accordance with clause "Notices" above, to make changes within the general scope of the Contract in any one or more of the following: -
 - i. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - ii. the method of shipment or packing;
 - iii. the place of delivery; and
 - iv. the related services to be provided by the supplier/ selected bidder.
- b) If any such change causes an increase or decrease in the cost of, or the time required for, the supplier's/ selected bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly should be amended. Any claims by the supplier/ selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier's/ selected bidder's receipt of the Purchaser's change order.
- c) Prices to be charged by the supplier/ selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier/ selected bidder for similar services.

29) Termination

a) Termination for Default

- i. The tender sanctioning authority of BUIDCO may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 90 days sent to the supplier/ selected bidder, terminate the contract in whole or in part: -
 - a. If the supplier/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by BUIDCO; or
 - b. If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or

- c. If the supplier/ selected bidder, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
- d. If the supplier/ selected bidder commits breach of any condition of the contract.
- ii. If BUIDCO terminates the contract in whole or in part, amount of PSD may be forfeited.
- iii. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.

b) Termination for Insolvency

BUIDCO may at any time terminate the Contract by giving a written notice of at least 30 days to the supplier/ selected bidder, if the supplier/ selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the supplier/ selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to BUIDCO.

c) Termination for Convenience

- i. BUIDCO, by a written notice of at least 30 days sent to the supplier/ selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the supplier/ selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. Depending on merits of the case the supplier/ selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
- iii. The Goods that are complete and ready for shipment within twenty-eight (28) days after the supplier's/ selected bidder's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - a. To have any portion completed and delivered at the Contract terms and prices; and/or
 - b. To cancel the remainder and pay to the supplier/ selected bidder an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the supplier/ selected bidder.

30) Exit Management

a) Preamble

- i. The word 'parties' include the procuring entity and the selected bidder.
- ii. This Schedule sets out the provisions, which will apply on expiry or termination of the Project Implementation and Operations and Management of SLA.

- iii. In the case of termination of the Project Implementation and/ or Operation and Management SLA due to illegality, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
 - iv. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.
- b) Transfer of Assets
- i. The selected bidder may continue work on the assets for the duration of the exit management period which may be a six months period from the date of expiry or termination of the agreement, if required by BUIDCO to do so. During this period, the selected bidder will transfer all the assets in good working condition and as per the specifications of the bidding document including the ones being upgraded to the department/ designated agency. The security deposit/ performance security submitted by selected bidder will only be returned after the successful transfer of the entire project including its infrastructure.
 - ii. The selected bidder, if not already done, will transfer all the Software Licenses under the name of the department as desired by the procuring entity during the exit management period.
 - iii. BUIDCO during the project implementation phase and the operation and management phase shall be entitled to serve notice in writing to the selected bidder at any time during the exit management period requiring the selected bidder to provide BUIDCO&C or its nominated agencies with a complete and up-to-date list of the assets within 30 days of such notice.
 - iv. Upon service of a notice, as mentioned above, the following provisions shall apply: -
 - a. In the event, if the assets which to be transferred to BUIDCO mortgaged to any financial institutions by the selected bidder, the selected bidder shall ensure that all such liens and liabilities have been cleared beyond any doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to BUIDCO or its nominated agencies.
 - b. All title of the assets to be transferred to BUIDCO or its nominated agencies pursuant to clause(s) above shall be transferred on the last day of the exit management period. All expenses occurred during transfer of assets shall be borne by the selected bidder.
 - c. That on the expiry of this clause, the selected bidder and any individual assigned for the performance of the services under this clause shall handover or cause to be handed over all confidential information and all other related material in its possession, including the entire established infrastructure supplied by selected bidder to BUIDCO.
 - d. That the products and technology delivered to BUIDCO during the contract term or on expiry of the contract duration should not be sold or re-used or copied or

transferred by selected bidder to other locations apart from the locations mentioned in the this bidding document without prior written notice and approval of BUIDCO. Supplied hardware, software & documents etc., used by selected bidder for BUIDCO shall be the legal properties of BUIDCO.

c) Cooperation and Provision of Information during the exit management period

- i. The selected bidder will allow BUIDCO or its nominated agencies access to the information reasonably required to define the current mode of operation associated with the provision of the services to enable BUIDCO or its nominated agencies to assess the existing services being delivered.
- ii. The selected bidder shall provide access to copies of all information held or controlled by them which they have prepared or maintained in accordance with the Project Implementation, the Operation and Management SLA and SOWs relating to any material aspect of the services provided by the selected bidder. BUIDCO or its nominated agencies shall be entitled to copy all such information comprising of details pertaining to the services rendered and other performance data. The selected bidder shall permit BUIDCO or its nominated agencies and/ or any replacement operator to have reasonable access to its employees and facilities as reasonably required by BUIDCO or its nominated agencies to understand the methods of delivery of the services employed by the selected bidder and to assist appropriate knowledge transfer.

d) Confidential Information, Security and Data

The selected bidder will promptly on the commencement of the exit management period supply to BUIDCO or its nominated agencies the following:

- i. Documentation relating to Intellectual Property Rights;
- ii. Project related data and confidential information;
- iii. All current and updated data as is reasonably required for purposes of BUIDCO or its nominated agencies transitioning the services to its replacement selected bidder in a readily available format nominated by BUIDCO or its nominated agencies; and
- iv. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable BUIDCO or its nominated agencies, or its replacement operator to carry out due diligence in order to transition the provision of the services to BUIDCO or its nominated agencies, or its replacement operator (as the case may be).
- v. Before the expiry of the exit management period, the selected bidder shall deliver to BUIDCO or its nominated agencies all new or up-dated materials and shall not retain any copies thereof, except that the selected bidder shall be permitted to retain one copy of such materials for archival purposes only.

e) Transfer of certain agreements

- i. On request by Procuring entity or its nominated agencies, the selected bidder shall effect such assignments, transfers, innovations, licenses and sub-licenses as Procuring entity or its nominated agencies may require in favour of procuring entity or its nominated agencies, or its replacement operator in relation to any equipment lease, maintenance or service provision agreement between selected bidder and third party leasers, operators, or operator, and which are related to the services and reasonably necessary for carrying out of the replacement services by BUIDCO or its nominated agencies, or its replacement operator.
 - ii. Right of Access to Premises: At any time during the exit management period and for such period of time following termination or expiry of the SLA, where assets are located at the selected bidder's premises, the selected bidder will be obliged to give reasonable rights of access to (or, in the case of assets located on a third party's premises, procure reasonable rights of access to BUIDCO or its nominated agencies, and/ or any replacement operator in order to inventory the assets.
- f) General Obligations of the selected bidder
 - i. The selected bidder shall provide all such information as may reasonably be necessary to effect as seamless during handover as practicable in the circumstances to BUIDCO or its nominated agencies or its replacement operator and which the operator has in its possession or control at any time during the exit management period.
 - ii. The selected bidder shall commit adequate resources to comply with its obligations under this Exit Management Clause.
- g) Exit Management Plan
 - i. The selected bidder shall provide BUIDCO or its nominated agencies with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and SOWs.
 - ii. A detailed program of the transfer process that could be used in conjunction with a replacement operator including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; and
 - iii. Plans for the communication with such of the selected bidder's, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on BUIDCO operations as a result of undertaking the transfer; and
 - iv. If applicable, proposed arrangements and Plans for provision of contingent support in terms of business continuance and hand holding during the transition period, to BUIDCO or its nominated agencies, and Replacement Operator for a reasonable period, so that the services provided continue and do not come to a halt.

- v. The Bidder shall re-draft the Exit Management Plan annually after signing of contract to ensure that it is kept relevant and up to date.
- vi. Each Exit Management Plan shall be presented by the selected bidder to and approved by BUIDCO or its nominated agencies.
- vii. In the event of termination or expiry of SLA, Project Implementation, Operation and Management SLA or SOWs each party shall comply with the Exit Management Plan.
- viii. During the exit management period, the selected bidder shall use its best efforts to deliver the services.
- ix. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.
- x. It would be the responsibility of the selected bidder to support new operator during the transition period.

31) Settlement of Disputes

- a) General: If any dispute arises between the supplier/ selected bidder and BUIDCO during the execution of a contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the supplier/ selected bidder on the points of dispute. The representation so received shall be examined by the concerned Tender Committee which sanctioned the tender. The Tender Committee may take legal advice of a counsel and then examine the representation. The supplier/ selected bidder will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the supplier/ selected bidder.
- b) Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place, where agreement has been executed and by no other court, after decision of the standing committee for settlement of dispute

6. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

1) Payment Terms and Schedule

- a) Payment schedule - Payments to the bidder, after successful completion of the target milestones (including specified project deliverables), would be made as under: -

S. No.	Milestone/ Phase	Scope of Work	Deliverables	Payable Amount
1	Completion of Supply	Supply (as per Clause A-1).1 of SoW)	<ul style="list-style-type: none"> • Delivery Challan for ordered items 	<ul style="list-style-type: none"> • 75% of respective basic work order value along with 100% GST
2	Completion	Installation (as	<ul style="list-style-type: none"> • Warranty 	<ul style="list-style-type: none"> • 25% of respective work

	of Installation	per Clause A-1).2 of SoW)	Certificates for Hardware & software items (wherever applicable) <ul style="list-style-type: none"> • Installation & Commissioning Report of the Video Wall 	order value (Capex i.e. value excluding Maintenance & FMS)
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- b) The supplier's/ selected bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the goods delivered and related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
- c) Due payments shall be made promptly by the purchaser, generally within sixty (60) days after submission of an invoice or request for payment by the supplier/ selected bidder, and the purchaser has accepted it.
- d) The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
- e) All remittance charges will be borne by the supplier/ selected bidder.
- f) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- g) Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.
- h) Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.
- i) Taxes, as applicable, will be deducted/ paid as per the prevalent rules and regulations.

2) Service Level Standards/ Requirements/ Agreement

- a) Service level plays an important role in defining the Quality of Services (QoS). The prime objective of service levels is to ensure high quality of services from selected bidder, in an efficient manner to the identified users under this procurement.
- b) The service level shall be tracked on a periodic basis i.e. quarterly and have penalty clauses on non-adherence to any of them. The bidder shall submit reports on all the service levels to the Purchaser in accordance with the specified formats and reporting periods and provide clarification, if required. The service levels defined below provide for target level of services required, measurements thereof and associated penalties.

S. No.	Measurement Parameter	Service Level	Penalty
1.	Time taken for resolving issue	Within 3 days of lodging the complaint	No penalty
2.	Time taken for resolving issue	After 3 days of lodging the complaint	Rs. 2500 per day per site

Maximum applicable penalty shall be 10% of the cost of the respective site.

ANNEXURE-1: BILL OF MATERIAL (BoM)

Estimated no. of site is 40 and these would be across the State of Bihar.

BOM FOR EACH SITE			
S. No.	Description	UOM	Qty For each site
1	Outdoor LED Display with Media Player with built in playout software, Outdoor AC, Rack, Servo Stabilizer, Communication Interface Device, 5-Port Network Switch; housed on either Bipole/Unipole	Qty.	1
BOM FOR CONTROL ROOM			
S. No.	Description	UOM	Qty
1	Centralized LED Wall Management Software & Hardware	Set	1

ANNEXURE-2: TECHNICAL SPECIFICATIONS

Note: All the specifications below are minimum specifications and higher specifications shall be used wherever necessary/ required. Deviation on higher side shall only be considered and no extra weightage shall be awarded for such deviations. **Also, the bidder is required to submit the technical compliance statement for all items and required to submit the same on respective OEM’s letter-head where MAF is required.**

Item 1: LED Display

Offered Make & Model		
Parameter	Specifications	Compliance (Yes/No)
Full Colour LED Displays with LED Controller, Auto Brightness Sensor, Power cables and signal cables.	Preferred Make: LG, Samsung, oem, NEC, Mitsubishi, Panasonic, Barco	
Size	Size 1: 5.76 m x 2.88 m or higher Size 2: 3.84 m x 2.88 m or higher	
Pixel Pitch	6.67 mm or better (Lower Pitch is regarded as better)	
LED Configuration	R/G/B 3 in 1 SMD	
Pixel Density	Minimum 22,500 per sqm or higher	
Horizontal / Vertical Viewing Angle	H 120 deg / V 120 deg or better	
Refresh Rate	>1920Hz or better	
Temp Range	-20 to +50 Degrees or better	
Gray Scale Processing	14 Bit or better	
Brightness	5000 cd/m ² or better	
Contrast Ratio	3000:1 or better	
IP Grade	IP 65 Front and IP 65 Rear	
Power Input	200 ~ 240 VAC	
Max Power Consumption	≤ 900 W/sq mtr	
Humidity	10% ~ 90%	
LED Package	Nichia/Cree/Nationstar/Osram (Shall be verified from the manufacturer based on random sample from supplied tiles/cabinets)	
Cabinet	Aluminium	

Item 2: Media Player

Offered Make & Model		
Parameter	Specifications	Compliance (Yes/No)
Media Player with built in Playout software	Of reputed manufacturers	
OS	Linux	
RAM	4GB Minimum	
Firewall	Built in media appliance	

Output	HDMI/Display Port for Graphics	
Media		
Video	MPEG-4, WMV, Quicktime	
Audio	MP3,WAV	
Image	JPEG, PNG,BMP,GIF	
Text	Multiple fonts, Speeds, colours	
Internet	HTML, XML Files, RSS newsfeeds	
Others	SWF	
Other features		
Video Zones	2 or more	
Other Ports	2 USB ports	
Network	Ethernet 1000/100/10 Base T(RJ45), Wifi 802.11 a/b/g/n	

Item 3: Outdoor Cabinet Air Conditioner

Offered Make & Model		
Parameter	Specifications	Compliance (Yes/No)
Power Supply	230VAC ±15% 50Hz/60Hz	
Working Temperature Range	-15 to + 55 deg C	
Max Noise Level	60dB(A)	
IP Grade	IP55 between internal and external interface	
Weight	< 18.5 Kg	
Refrigerant	R134a for harsh conditions	
Dimensions	546 x 315 x 175 mm(Hx WxD)	
Surface treatment	Outdoor type power coating	
Cooling Capacity	600W @ 35 Deg. C	
Power Consumption	280~320 W	
Internal Airflow	150 m³/h	
Display Panel	Should be provided with a display panel to show parameters like cabinet temperature, indications for - cooling, running of external fans, flashing on alarm	
Anti theft design	The mounting of the AC should have an anti theft design	
T/R+	Should have port for RS485 Communication	
Com	Com Port for Alarm Signal output	

Item 4: Rack Frame with Power Distribution Unit to be mounted Behind the Structure

Offered Make & Model		
Parameter	Specifications	Compliance (Yes/No)
<p>An IP 54 rack shall be provided to house the various components required to drive the Outdoor LED wall. The rack shall be at least 9 U high with a provision to mount 19" wide equipment. The equipment required to be installed inside the rack shall be as follows:-i) Power Distribution Unit for the LED wall with surge protection ii) Media Player iii) LED controller iv) Network switch vi) Communication interface Device. The rack shall also have an air conditioner bolted on the door of the rack to keep the equipment inside the rack cool at all times.</p>		

Front Door	2 Hinges with Rack & Aircon bolted	
Wall Mount Clamp	Welded on Rack frame rear side	
19" pillar front & 19" pillar rear	Bolted on rack side wall	
Locking Arrangement	To be provided with a locking system	
Limit Switch	The rack door to be provided with a limit switch	
Earthing	Earthing studs should be provided in the rack for earthing purposes	
Cable points	Cable entry and exit points should be provided in the rack	
Smoke detector	A smoke detector should be installed inside the rack	
Mounting	Should be possible to mount the rack either on a pole or on a wall with options of different mounting types	
Rack Internal size	9 U 19" rack or higher U	
Material	GI 120 gsm thickness 1.5 mm	
IP rating	IP54	
AC input	380V/220V	
AC out put	6 x 220V or as per requirement	
AC Power Load Max	25 KW	
AC power LoadMax Each output	5 KW	
Surge protection	Class C	
Overtemperature protection	Selectable from 30 deg to 60 deg C	
Remote Control	Power Distribution Unit can be controlled from remote location over IP	

Item 5: Communication Interface Device

Offered Make & Model		
Parameter	Specifications	Compliance (Yes/No)
This device shall be used to communicate with serial port devices like led controller for brightness control, ON/OFF		
Ethernet Interface		
Number of Ports	One 8 pin RJ45	
Speed	10/100 Mbps, auto MDI/MDIX	
Serial Interface		
Number of Ports	One	
Serial Standards	RS-232 on DB 9 connector	
Serial Communication Parameters		
Data Bits	5, 6, 7, 8	
Stop Bits	1, 1.5, 2	
Parity	None, Even, Odd, Space, Mark	

Flow Control	RTS/CTS and DTR/DSR (RS-232 only), XON/XOFF	
Baudrate	110 bps to 230.4 kbps	
Serial Signals		
RS-232	TxD, RxD, RTS, CTS, DTR, DSR, DCD, GND	
Software		
Network Protocols	ICMP, IPv4, TCP, UDP, DHCP, BOOTP, Telnet, DNS, SNMP V1, ARP, HTTP, SMTP	
Configuration Options	Web Console, Serial Console, Telnet Console, Windows Utility	
Physical Characteristics		
Housing	Metal	
Weight	340 g or less	
Dimensions	With ears: 75.2 x 80 x 22 mm	
Environmental		
Operating Temperature	0 to 55°C	
Ambient Relative Humidity	5 to 95% (non-condensing)	
Power Requirements		
Input Voltage	12 to 48 VDC	
Input Current	128.7 mA @ 12 VDC	
Certifications		
Safety	UL 60950-1	
EMC	EN 55022/24	

Item 6: Network Switch

Offered Make & Model		
Parameter	Specifications	Compliance (Yes/No)
Switching Capacity	1 Gbps	
No. of ports	4 or more	

Item 7: Centralised LED Wall Manager

Offered Make & Model		
Parameter	Specifications	Compliance (Yes/No)
LED Wall Manager (Software)	As per OEM	
License support	The license of the software should support management of 100 video walls	
Central Control	The Central control software should be able to manage remote on/off for all the displays, time based brightness and on/off control, remote brightness control, etc.	

Item 8: Video Wall structure (tentative layout is available at Annexure-15)

Parameter	Specifications	Compliance (Yes/No)
On Bipole/Unipole	<ul style="list-style-type: none">• MS Structure to mount the LED modules with catwalk for maintenance, with lockable housing for Media Player, LED controller, amplifier and Power Distribution Unit, Bipole/Unipole for anchoring the structure to the ground and raising the base of the LED display to 10 feet above the ground , with lightning arrestor and required earthing . ACP sheet to be used to cover the sides and the back• IP rated fan to be provided to draw out hot air from the enclosed structure• The proposed solution should be capable of auto power On/Off on the pre-defined time slots• RCC FOUNDATION	

ANNEXURE-3: BIDDER'S AUTHORIZATION CERTIFICATE {to be filled by the bidder}

To,

{Procuring entity},

_____ ,

_____ ,

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with NIT reference No. _____ dated _____. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE-4: SELF-DECLARATION {to be filled by the bidder}

To,
{Procuring entity},

In response to the NIT Ref. No. _____ dated _____ for
{Project Title}, as an Owner/ Partner/ Director/ Auth. Sign. of
_____, I/ We hereby declare that presently our Company/
firm _____, at the time of bidding, :-

- a) possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- b) have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- c) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- d) does not have any previous transgressions with any entity in India or any other country during the last three years
- e) does not have any debarment by any other procuring entity
- f) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- g) does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- h) does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- i) will comply with the code of integrity as specified in the bidding document.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GOB, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE-5: CERTIFICATE OF CONFORMITY/ NO DEVIATION {to be filled by the bidder}

To,

{Procuring Entity},

_____,

CERTIFICATE

This is to certify that, the specifications of Hardware & Software which I/ We have mentioned in the Technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the bidding document and that there are no deviations of any kind from the requirement specifications.

Also, I/ we have thoroughly read the bidding document and by signing this certificate, we hereby submit our token of unconditional acceptance to all the terms & conditions of the bidding document without any deviations.

I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the project, to meet the desired Standards set out in the bidding Document.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE-6: DECLARATION BY BIDDER {to signed by selected bidder}

I/ We declare that I am/we are bonafide/ Manufacturers/ Whole Sellers/ Sole distributor/ Authorised dealer/ dealers/ sole selling/ Marketing agent in the goods/ stores/ equipment for which I/ We have quoted.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the bid, if any, to the extent accepted may be cancelled.

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE-7: UNDERTAKING ON AUTHENTICITY OF COMPUTER EQUIPMENTS

{to be filled by the bidder (On Rs. 100/- Non-judicial stamp paper)}

To,

{Procuring Entity},

_____ ,

Reference: NIT No. : _____ Dated: _____

This has reference to the items being supplied/ quoted to you vide bid ref. no. _____ dated _____.

We hereby undertake that all the components/ parts/ assembly/ software used in the equipment shall be genuine, original and new components /parts/ assembly/ software from respective OEMs of the products and that no refurbished/ duplicate/ second hand components/ parts/ assembly/ software are being used or shall be used. In respect of licensed operating system, we undertake that the same shall be supplied along with the authorized license certificate with our name/logo. Also, that it shall be sourced from the authorized source for use in India.

In case, we are found not complying with above at the time of delivery or during installation, for the equipment already billed, we agree to take back the equipment already supplied at our cost and return any amount paid to us by you in this regard and that you will have the right to forfeit our Bid Security/ SD/ PSD for this bid or debar/ black list us or take suitable action against us.

Authorized Signatory

Name:

Designation:

ANNEXURE-8: COMPONENTS OFFERED – BOM {to be filled by the bidder}

Please fill the following BOM for all the offered components.

S.No.	Product Details (Only one make and model)	Detailed Technical Specification Reference**	OEM Details (Name, Address, E-Mail, Mobile Nos.)
1.		{Item No. xx}	
2.		{Item No. xx}	
3.		{Item No. xx}	

** Please attach Technical specifications compliance sheet (on OEM letter head only) and provide reference number in this column. (Deviations, if any, should be appropriately mentioned & highlighted in the compliance/ deviation column of the respective table as provided above in the Annexure-2: Technical Specifications)

ANNEXURE-9: FINANCIAL BID FORMAT

{to be submitted by the bidder only in BoQ format (.XLS) available at e-Procurement portal}

Sr. No	Name of Item	Qty	Unit Rate including all taxes (including levies and duties) except GST	GST Applicable on Unit Rate GST (in Rs.)	Total Amount inclusive of all taxes and levies except GST	Total Amount inclusive of all taxes and levies including GST
(A)	(B)	(C)	(D)	(E)	(F) = (C)x(D)	(G) = (C)* (D+E)
1.	Supply, Installation, Commission & Maintenance of Outdoor LED video Wall (5.76 M X 2.88 M) with all required accessories for installation	20				
2.	Supply, Installation, Commission & Maintenance of Outdoor LED video Wall (3.84 M X 2.88 M with all required accessories for installation	20				
3.	Supply, Installation of Bipole/Unipole & structure to fix Outdoor video wall solution size 5.76 m x 2.88 m	20				
4.	Supply, Installation of Bipole/unipole structure to fix Outdoor video wall solution 3.84	20				

	m x 2.88 m					
5.	Media Player	40				
6.	Outdoor Cabinet Air Conditioner	40				
7.	Rack Frame with Power Distribution Unit to be mounted Behind the Structure	40				
8.	Communication Interface Device	40				
9.	5-Port Network Switch	40				
10.	Centralized LED Wall Manager	1				
*Total in Words						

The L1 bidder shall be evaluated on the base of the Composite rate (Without GST) of all the above items on the above-mentioned quantities.

ANNEXURE-11: PRE-BID QUERIES FORMAT {to be filled by the bidder}

Name of the Company/Firm: _____

Bidding Document Fee Receipt No. _____ Dated _____ for Rs. _____/-

Name of Person(s) Representing the Company/ Firm:

Name of Person	Designation	Email-ID(s)	Tel. Nos. & Fax Nos.

Company/Firm Contacts:

Contact Person(s)	Address for Correspondence	Email-ID(s)	Tel. Nos. & Fax Nos.

Query / Clarification Sought:

S.No.	RFP Page No.	RFP Rule No.	Rule Details	Query/ Clarification	Suggestion/

Note: - Queries must be strictly submitted only in the prescribed format (.XLS/ .XLSX/ .ODF). Queries not submitted in the prescribed format will not be considered/ responded at all by the procuring entity. Also, kindly attach the coloured scanned copy of the receipt towards the submission of the bidding/ tender document fee.

ANNEXURE-12: BANK GUARANTEE FORMAT {to be submitted by the bidder's bank}

BANK GUARANTEE FORMAT – BID SECURITY

(To be stamped in accordance with Stamp Act and to be issued by a Nationalised/ Scheduled bank having its branch at Patna and payable at par at Patna, Bihar)

To,
The Managing Director,
(BUIDCO),
Patna, Bihar

Sir,

1. In accordance with your Notice Inviting Bid for <please specify the project title> vide NIT reference no. <please specify> M/s. (Name & full address of the firm) (Hereinafter called the "Bidder") hereby submits the Bank Guarantee to participate in the said procurement/ bidding process as mentioned in the bidding document.

It is a condition in the bidding documents that the Bidder has to deposit Bid Security amounting to <Rs. _____ (Rupees <in words>)> in respect to the NIT Ref. No. _____ dated _____ issued by BUIDCO, Patna, Bihar (hereinafter referred to as "BUIDCO") by a Bank Guarantee from a Nationalised Bank/ Scheduled Commercial Bank having its branch at Patna irrevocable and operative till the bid validity date (i.e. <please specify> days from the date of submission of bid). It may be extended if required in concurrence with the bid validity.

And whereas the Bidder desires to furnish a Bank Guarantee for a sum of <Rs. _____ (Rupees <in words>)> to the BUIDCO as earnest money deposit.

2. Now, therefore, we the (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch Office at..... (Hereinafter referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the BUIDCO of the said guaranteed amount without any demur, reservation or recourse.
3. We, the aforesaid bank, further agree that the BUIDCO shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the BUIDCO on account thereof to the extent of the Earnest Money required to be deposited by the Bidder in respect of the said bidding document and the decision of the BUIDCO that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the BUIDCO shall be final and binding on us.
4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the BUIDCO and it is further declared that it shall not be necessary for the BUIDCO to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the BUIDCO may have obtained or shall be obtained from the Bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.

5. 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.
6. 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.
7. The right of the BUIDCO to recover the said amount of <Rs. _____ (Rupees <in words>> from us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by the said M/s.(Bidder) and/ or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc..
8. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to <Rs. _____ (Rupees <in words>> and our guarantee shall remain in force till bid validity period i.e. <please specify> days from the last date of bid submission and unless a demand or claim under the guarantee is made on us in writing within three months after the Bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder.
9. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.
10. 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 favour.

Date (Signature)

Place (Printed Name)

(Designation)

(Bank's common seal)

In presence of:

WTTNESS (with full name, designation, address & official seal, if any)

(1)

.....

(2)

.....

Bank Details

Name & address of Bank:

Name of contact person of Bank:

Contact telephone number:

GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

The Bank Guarantee shall fulfil the following conditions in the absence of which they cannot be considered valid: -

1. Bank Guarantee shall be executed on non- judicial stamp paper of applicable value purchased in the name of the bank.
2. Two persons should sign as witnesses mentioning their full name, designation, address and office seal (if any).
3. The Executor (Bank Authorities) may mention the power of attorney No. and date of execution in his/ her favour authorizing him/ her to sign the document. The Power of Attorney to be witnessed by two persons mentioning their full name and address.
4. The Bank Guarantee should be executed by a Nationalised Bank/ Scheduled Commercial Bank only.
5. Non – Judicial stamp paper shall be used within 6 months from the date of Purchase of the same. Bank Guarantee executed on the non-judicial stamp paper after 6 (six) months of the purchase of such stamp paper shall be treated as non-valid.
6. The contents of Bank Guarantee shall be strictly as per format prescribed by BUIDCO
7. Each page of Bank Guarantee shall bear signature and seal of the Bank and B.G. number.
8. All corrections, deletions etc. in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.
9. Bank should separately send through registered post/courier a certified copy of Bank Guarantee, mentioning Bid reference, Bid title and bidder name, directly to the Purchaser at the following address:

BANK GUARANTEE FORMAT – PERFORMANCE SECURITY (PBG)

(To be stamped in accordance with Stamp Act and on a Stamp and to be issued by a Nationalised/ Scheduled bank having its branch at Patna and payable at par at Patna, Bihar)

To,
The Managing Director,
BUIDCO,
Patna, Bihar

1. In consideration of BUIDCO having agreed to exempt M/s(hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Agreement No.....datedmade between the BUIDCO through and(Contractor) for the work(hereinafter called "the said Agreement") of Security Deposit for the due fulfilment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(rupeesonly), we(indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request ofContractor(s) do hereby undertake to pay to the BUIDCO an amount not exceeding Rs.....(Rupees.....only) on demand.
2. We..... (Indicate the name of Bank), do hereby undertake to pay Rs..... (Rupees.....only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the BUIDCO. Any such demand made on the bank by the BUIDCO shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the BUIDCO and We..... (Indicate the name of Bank), bound ourselves with all directions given by BUIDCO regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).
3. We.....(indicate the name of Bank), undertake to pay to the BUIDCO any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
4. We.....(indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and effective up to <DATE> and that it shall continue to be enforceable for above specified period till all the dues of BUIDCO under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the BUIDCO certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We(indicate the name of Bank) further agree with the BUIDCO that the BUIDCO shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BUIDCO against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the BUIDCO or any indulgence by the BUIDCO to the said Contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.
6. The liability of us (indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. We (indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the BUIDCO in writing.
8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the BUIDCO. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.....only).
9. It shall not be necessary for the BUIDCO to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the BUIDCO may have obtained or obtain from the contractor.
10. We (indicate the name of Bank) verify that we have a branch at Patna. We undertake that this Bank Guarantee shall be payable at any of its branch at Patna. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.
11. 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 for the power of attorney issued by the bank.

Dated.....day of.....For and on behalf of the <Bank> (indicate the Bank)

Signature

(Name & Designation)

Bank's Seal

The above performance Guarantee is accepted by the BUIDCO
For and on behalf of the BUIDCO

Signature

(Name & Designation)

ANNEXURE-13: DRAFT AGREEMENT FORMAT {to be mutually signed by selected bidder and procuring entity}

This Agreement for Contract is made and entered into on this _____ day of _____, 2016 by and between (BUIDCO), having its head office at Patna- Bihar (herein after referred to as Purchaser/ BUIDCO) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART

And

M/s _____, a firm registered under theAct, with its registered office at _____ (herein after referred as the "Successful Bidder/ Supplier") which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on the OTHER PART.

Whereas,

Purchaser is desirous of appointing an agency for <project title> as per the Scope of Work and Terms and Conditions as set forth in the RFP document dated _____ of <NIT No _____>.

And whereas

Successful Bidder/ Supplier represents that it has the necessary experience for carrying out the overall work as referred to herein and has submitted a bid and subsequent clarifications for providing the required services against said NIT and RFP document issued in this regard, in accordance with the terms and conditions set forth herein and any other reasonable requirements of the Purchaser from time to time.

And whereas

Purchaser has accepted the bid of Successful Bidder/ Supplier and has placed the Letter of Contract having Reference No. _____ dated _____, on which Successful Bidder/ Supplier has given their acceptance vide their Letter No. _____ dated _____.

And whereas

Successful Bidder/ Supplier has deposited a sum of Rs. _____/- (Rupees _____) in the form of _____ ref no. _____ dated _____ of _____ Bank and valid up to _____ as security deposit (SD) for the due performance of the contract.

Now it is hereby agreed to by and between both the parties as under:

1. The NIT Ref. No. _____ dated _____ and RFP document dated _____ issued by BUIDCO along with its enclosures/ annexures, wherever applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract.
2. This Agreement for Contract shall remain valid for all the work orders to be issued to Successful Bidder/ Supplier _____ during the entire period of this Contract.
3. In consideration of the payment to be made by BUIDCO to Successful Bidder/ Supplier at the rates set forth in the Letter of Contract Reference No. _____ dated _____

_____, will duly supply and install the said articles set forth in all the work orders to be issued during the period of contract thereof and provide comprehensive warranty and support services in the manner set forth in the RFP, along with its enclosures/ annexures and Technical Bid along with subsequent clarifications submitted by Successful Bidder/ Supplier.

4. The BUIDCO do hereby agree that if Successful Bidder/ Supplier shall duly supply & install the said articles and provide related services in the manner aforesaid observe and keep the said terms and conditions of the RFP and Contract, the BUIDCO will pay or cause to be paid to Successful Bidder/ Supplier, at the time and the manner set forth in the said conditions of the RFP, the amount payable for each and every project milestone & deliverable. The mode of Payment will be as specified in the RFP document.
5. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be effected from the date of issue of various work orders to be issued to Successful Bidder/ Supplier and completed by Successful Bidder/ Supplier within the period as specified in the work order to be issued to Successful Bidder/ Supplier during the period of contract.
6. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document.

In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this ____ day of _____, 2022.

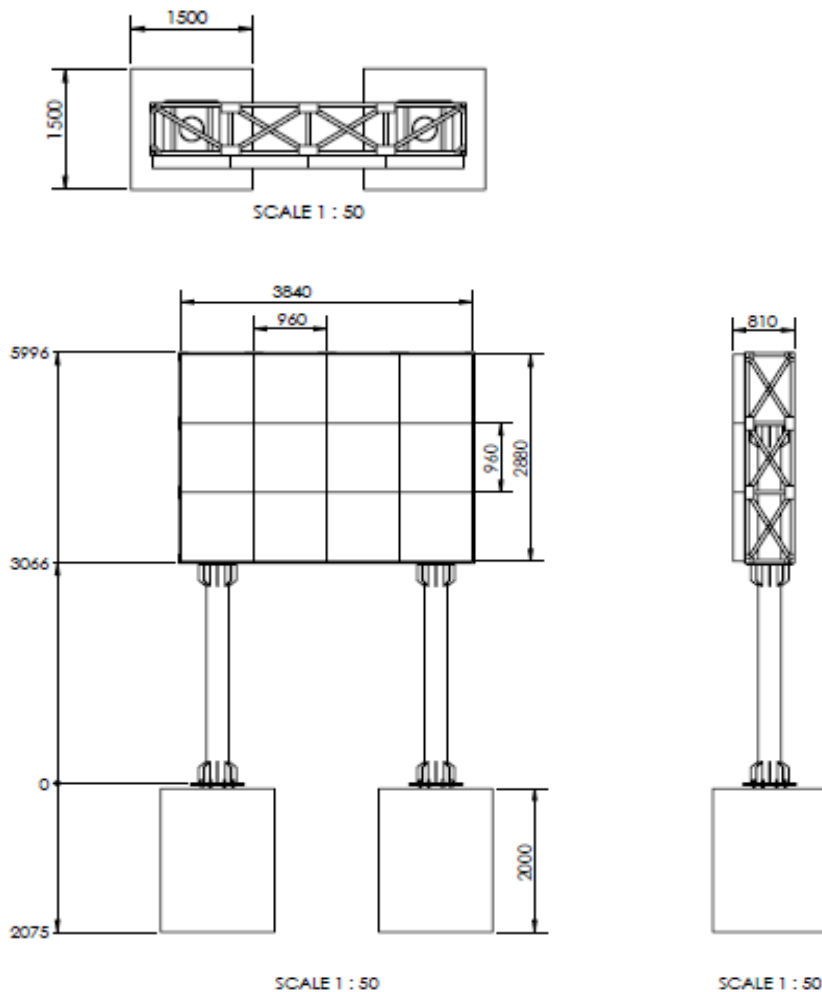
Signed By:	Signed By:
Designation: Company:	(Authorized Signatory) BUIDCO
<i>In the presence of:</i>	<i>In the presence of:</i>
Designation: Company:	Designation: BUIDCO
Designation: Company:	Designation: BUIDCO

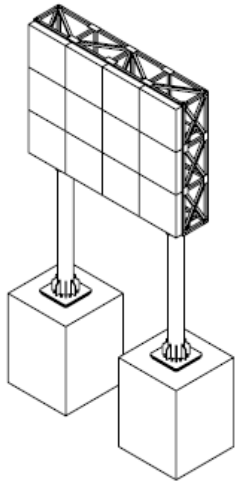
ANNEXURE-15: Layouts

Please Note:

- The structure should be Epoxy painted for rust protection and should be covered with ACP sheet with proper ventilation.
- The border should be of 6" wide ACP sheet around the video wall.
- The structure and supplied video walls should withstand in all the possible weather conditions like heavy rainfall, hail storm, high temperature etc.
- SI shall ensure that all the supplied items are properly fixed as per Indian Standards applicable of wind zone for Bihar. SI shall be responsible for any mishappening, casualty, damage/loss of lives, goods and shall get the Video wall repaired & re-installed.
- SI shall ensure that all the Outdoor video walls/structure are Insured so that in case of any type of damage, SI shall have to repair/replace video wall or any other component to bring it in working condition.

Tentative Layout 1: Bipole





ANNEXURE-16: FORMAT FOR CONSORTIUM AGREEMENT

(On non-judicial stamp paper of appropriate value to be purchased in the name of executants companies or as required by the jurisdiction in which executed)

This Consortium Agreement executed on this day of..... Two Thousand By:

M/s. a Company incorporated under the laws of..... and having its registered office at (hereinafter called the "Lead Member/First Member" which expression shall include its successors); and

M/s. a Company incorporated under the laws of and having its registered office at (hereinafter called the "Second Member" which expression shall include its successors)

The Lead Member/First Member and the Second Member shall collectively hereinafter be called as the "Consortium Members" for the purpose of submitting a proposal (hereinafter called as "Bid") for the work of(Name of work).....for (Name of project) of M/s..... to Government of Bihar (GOB)/ BUIDCO (herein after called the 'Owner' or 'BUIDCO'), BUIDCO being a Company incorporated under the Companies Act, 1956 having its registered office at Yojana Bhawan, Tilak Marg, C-Scheme, Patna, India (hereinafter called the "Owner/GOB/ BUIDCO") in response to GOB/ BUIDCO Request for Proposal Document (hereinafter called as "RFP" Document) Dated..... for the purposes of submitting the bid no. and entering into a contract in case of award for the work of(Name of work).....for (Name of project) of GOB/ BUIDCO.

WHEREAS, the Owner invited bids vide its RFP document no. for the work of AND WHEREAS as per document, Consortium bids will also be considered by the Owner provided they meet the specific requirements in that regard.

AND WHEREAS the PQ bid is being submitted to the Owner vide proposal dated based on the Consortium Agreement being these presents and the PQ bid with its PQ bid forms and submission documents, in accordance with the requirement of PQ document conditions and requirements have been signed by all the partners and submitted to the Owner.

AND WHEREAS Clause _____ of RFP document stipulates that a Consortium of maximum two companies, meeting the requirements stipulated in the RFP document may submit a Proposal signed by Lead Member of the Consortium Members so as to legally bind all the Members of the Consortium who will be jointly and severally liable for the performance and all obligations thereunder to GOB/BUIDCO and duly signed Consortium Agreement shall be attached to the Proposal.

NOW THEREFORE, in consideration of the mutual covenants of the members of the Consortium, the sufficiency whereof is hereby acknowledged and other good valuable consideration, we agree as follows:

1. We the members in the Consortium hereby confirm that the name and style of the Consortium shall be..... Consortium.
2. M/s. shall act as Lead Member for self, and for and on behalf of M/s (Second Member) and further declare and confirm that we shall jointly and severally be bound unto the Owner for the successful performance of the obligations under the Request for Proposal (RFP) and resulting Contact Agreement(s) submitted / executed by the Lead Member in the event of the selection of Consortium. Further, the Lead Partner is

authorized to incur liabilities and receive instructions for and on behalf of any or all partners of the CONSORTIUM.

3. That M/s _____ which is the Lead Member of the Consortium shall invest and continue to invest% (at least 51% to be invested by Lead Bidder) interest in the Consortium for the Lock in Period as specified in the RFP document.
4. That M/s _____, (Second Member) shall invest and continue to invest% interest of the Consortium for the Lock in Period as specified in the RFP document.
5. The composition or the constitution of the consortium shall not be altered without the prior consent of GOB/BUIDCO.
6. The roles and responsibilities of the lead bidder and the second member of the consortium for execution of various components/activities as defined in the RFP document shall be as under :

S.No.	Project Component/Activity	Roles & Responsibility of Lead Bidder	Roles & Responsibility of Second Member of Consortium
1			
2			
3			
4			

7. It is expressly agreed by the members that all members of the consortium shall be held equally responsible for the obligations under the RFP Document, Contract and this Agreement, irrespective of the specific roles/responsibilities undertaken by them.
8. For the purpose of this Agreement, the RFP Document and the Contract, the Lead Partner shall be the single point of contact for the GOB/ BUIDCO, shall have the overall responsibility of the management of the Project and shall have single point responsibility for ensuring that all members of the consortium are complying with the terms and conditions set out in the Contract and the RFP Document.
9. All instructions/communications from PMC to the Lead Partner shall be deemed to have been duly provided to all the members of the consortium.
10. If GOB/ BUIDCO suffers any loss or damage on account of any breach in the stipulation of the Agreements to be entered into by the Consortium Members, upon its selection pursuant to RFP (the "Agreements") or any shortfall in the performance of the Transaction or in meeting the performances guaranteed as per the RFP and the Agreements, the Consortium Members hereby jointly and severally undertake to promptly make good such loss or damages caused to GOB/ BUIDCO on its demand without any demur or contest. The Owner shall have the right to proceed against anyone of the partners and it shall neither be necessary nor obligatory on the part of the Owner to proceed against the Lead Partner before proceeding against or dealing with the other Member.
11. The financial liability of the Consortium Members to the GOB/ BUIDCO, with respect to any of the claims arising out of the performance or non-performance of obligations under the RFP and the resulting Agreement(s) shall not be limited so as to restrict or limit the liabilities of any of the Members and the Members shall be jointly and severally liable to GOB/BUIDCO.
12. It is expressly agreed by the Members that all the due payments shall be made by the Owner to Lead Bidder only.
13. This Consortium agreement shall be construed and interpreted in accordance with the laws of India and the Courts of Patna (Bihar) shall have the exclusive jurisdiction in all matters arising there under.
14. It is also hereby agreed that Lead Member shall, on behalf of the Consortium shall submit the Bid and performance Security as specified by owner in the RFP document.
15. It is further agreed that this Consortium Agreement shall be irrevocable and shall continue to be enforceable till the same is discharged by GOB/BUIDCO.
16. This Agreement shall come into force as of the date of signing and shall continue in full force and effect until the complete discharge of all obligations, concerning the carrying out of the Project, which have been taken on by the Parties under the Contract, RFP Document and under this Agreement.

17. Any other terms and conditions not in contradiction to the RFP and above mentioned terms and conditions.

IN WITNESS WHEREOF, the Members to the Consortium agreement have through their authorised representatives executed these presents and affixed common seal of their companies, on the day, month and year first mentioned above.

<p>Common Seal of has been affixed in my/our Lead Member presence pursuant to Board of Director's resolution dated</p> <p>1) Witness</p> <p>2) Witness</p>	<p>For and on behalf of M/s..... (Lead Bidder)</p> <p>(Signature of authorized representative) Name : Designation:</p>
<p>Common Seal of has been affixed in my/our Lead Member presence pursuant to Board of Director's resolution dated</p> <p>1) Witness</p> <p>2) Witness</p>	<p>For and on behalf of M/s..... (Second member)</p> <p>(Signature of authorized representative) Name : Designation:</p>