

Office of the Municipality, Kendrapara

No. 1283 Date 4/3/24

1st Corrigendum Notice

In pursuance to quotation call notice no 1245 dated 01/03/24 , in quotation document in Annexure 2, the tender paper cost Rs 11200.00 may be read as " Rs 10000.00 " while all other term and conditions remain same .


Executive Officer
Kendrapara Municipality

Memo no 1284 Date 4/3/24

Copy submitted to Deputy Director (P & S), DPMU, Kendrapara /DC, NIC ,Kendrapara for uploading the same advertisement in district web portal <https://kendrapara.nic.in/> for wider circulation.


Executive Officer
Kendrapara Municipality

Memo no 1285 Date 4/3/24

Copy submitted to Joint Director –Cum-Deputy Secretary , Advertisement, I & PR Department , Govt of Odisha ,Bhubaneswar for publication of this notice in two reputed odia news paper and one English newspaper (National Publish) for wider publication .


Executive Officer
Kendrapara Municipality

Office of the Municipality, Kendrapara

No.....1245.....Date...01/03/24.....

Notice inviting Quotation for Installation of 3 nos of Outdoor LED Display – Pixel Pitch 6-mm, Smart Power Distribution Unit, LED Control System, Management Software with Cloud Publishing, Live Streaming, Mechanical Structure for Mounting of LED Walls, Desktop PC Interface Device, Network Switch, Auto Brightness Sensor, GSM Router of 12*8 square feet LED wall in Kendrapara Municipality area.

Kendrapara Municipality invites Request for Proposal (quotations) from reputed intending agencies/suppliers/bidders for “Installation of 3 nos of Outdoor LED Display – Pixel Pitch 6-mm, Smart Power Distribution Unit, LED Control System, Management Software with Cloud Publishing, Live Streaming, Mechanical Structure for Mounting of LED Walls, Desktop PC Interface Device, Network Switch, Auto Brightness Sensor, GSM Router of 12*8 square feet LED wall in Kendrapara Municipality area”.

The Quotations must be submitted in closed double cover addressed to the “Executive Officer, Kendrapara Municipality, Kendrapara, Odisha, Pin 754211” with on or before Dt 13.03.2024 at 3:00 PM through Courier/Speed Post/ registered post .

The detailed quotation documents can be downloaded from district web portal <https://kendrapara.nic.in/> from Dt 02/03/24 onwards.

Authority reserves all rights to reject any or all quotations without assigning any reason there of.


Executive Officer
Kendrapara Municipality

Memo no 1246 Date 01/03/24

Copy submitted to Deputy Director (P & S), DPMU, Kendrapara /DC, NIC ,Kendrapara for uploading the same advertisement in district web portal <https://kendrapara.nic.in/> for wider circulation.


Executive Officer
Kendrapara Municipality

Memo no 1247 Date 01/03/24

Copy submitted to Joint Director –Cum-Deputy Secretary , Advertisement, I & PR Department , Govt of Odisha ,Bhubaneswar for publication of this notice in two reputed odia news paper and one English newspaper (National Publish) for wider publication .


Executive Officer
Kendrapara Municipality



Request for Proposal (QUOTATION)

for

Installation of 3 nos of Outdoor LED Display –Pixel 6-mm, Audio system smart power distribution unit, LED control System, Management Software with cloud publishing, Live streaming, Mechanical Structure for mounting of LED walls, Desktop PC interface device, Network Switch, Auto brightness sensor, GSM router of 12*8 square feet LED wall in Kendrapara Municipality

QUOTATION No 1245 Date:01/03/24

Issue of QUOTATION Documents: 02/03/24

Last date & time for submission of the QUOTATION: Date 13/03/24 by 03.00 PM

**Kendrapara Municipality
Kendrapara, Odisha , Pin 754211
Website: www.kendrapara.nic.in
Email Id: kendraparamunicipality@gmail.com**

DEFINITIONS

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

"Approved Invoice" shall mean the monthly invoice submitted by the Operator and duly approved by the KENDRAPARA MUNICIPALITY.

"Bidder" shall mean a proprietorship, single company or a consortium/ joint venture of a maximum of two legal entities each of which shall be incorporated under their respective jurisdiction including any amendment thereof and should have been in existence at least three years prior to the Bid Due Date;

"Consortium" shall mean the consortium consisting of M/s..... and M/s formed/acting pursuant to the Joint Bidding Agreement dated entered into by them, for the purpose of submitting their proposal for undertaking the Project and the event of their being accepted by the Authority to implement the Project through Special Purpose Vehicle formed and registered by them at Kendrapara/ Bhubaneswar in India; provided that incase of a Consortium, at least one member shall be incorporated in India;

"Operator" shall mean prime contractor who has been awarded the contract by the employer;

"Person" shall mean (unless otherwise specified or required by the context), Firm, Company, Corporation, Government, State or Agency of a State;

"Project" shall mean for Installation of 3 nos of Outdoor LED Display –Pixel 6-mm, Audio system smart power distribution unit, LED control System, Management Software with cloud publishing, Live streaming, Mechanical Structure for mounting of LED walls, Desktop PC interface device, Network Switch, Auto brightness sensor, GSM router of 12*8 square feet LED wall in Kendrapara Municipality

"Project Area" shall mean the geographical area of the Kendrapara Municipality area located in Kendrapara (Dist.-Kendrapara);

"Request for Proposal (QUOTATION) Document" shall mean all documents whether containing words, figures or drawings which are, before the delivery of the Bidder's Bid and for the purposes of his/ her bid, issued to him by or on behalf of KENDRAPARA MUNICIPALITY or embodied by reference in such delivered documents or specified therein as being available for inspection by the Bidder;

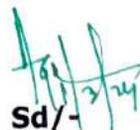
"Turnover" shall mean the aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company during a financial year;

SCHEDULE OF QUOTATION PROCESS

KENDRAPARA MUNICIPALITY would endeavor to adhere to the following schedule from the date of issue of notification during the Process:

Events	Date
QUOTATION Issue Date	01/03/24
Uploading of QUOTATION Document on KENDRAPARA MUNICIPALITY Website (www.kendrapara.nic.in)	02/03/24
Last date for receiving queries through E-mail ID only: Kendraparamunicipality@gmail.com	13/03/24
QUOTATION Submission Due Date and time	13/03/24, at 3 PM
Date & Time of Opening of Technical Bids	13/03/24 at 4 PM
Place of Opening of Technical Bid	Council Hall of Kendrapara Municipality, Kendrapara - 754211
Date & Time of Opening of Financial Bids	To be intimated
Address for communication	The Executive Officer, Kendrapara Municipality, Kendrapara Dist.-Kendrapara (Odisha) Pin-754211

1. If any date specified herein is a holiday, then the next working day will be considered for the activity and the time will remain the same.
2. The Schedule indicated above is tentative and KENDRAPARA MUNICIPALITY may change any or the entire schedule under intimation to all bidders through the website of KENDRAPARA MUNICIPALITY only.
3. Any Corrigendum / Addendum with regard to this QUOTATION will only be published through the website of KENDRAPARA MUNICIPALITY, i.e. www.kendrapara.nic.in.


Sd/-

**Executive
Officer
Kendrapara Municipality**

DISCLAIMER

The information contained in this Request for Proposal document (the "QUOTATION") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Kendrapara Municipality (KENDRAPARA MUNICIPALITY) or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this QUOTATION and such other terms and conditions subject to which such information is provided.

This QUOTATION is not an agreement and is neither an offer nor invitation by the KENDRAPARA MUNICIPALITY to the prospective Bidders or any other person. The purpose of this QUOTATION is to provide interested parties with information that may be useful to them in preparing their bids (the "Bid") including all the necessary submissions and the Financial Bids pursuant to this QUOTATION. This QUOTATION includes statements, which reflect various assumptions and assessments arrived at by the KENDRAPARA MUNICIPALITY in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This QUOTATION may not be appropriate for all persons, and it is not possible for the KENDRAPARA MUNICIPALITY, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this QUOTATION. The assumptions, assessments, statements and information contained in this QUOTATION may not be complete, accurate, adequate or correct. Each Bidder shall, therefore, conduct its own investigations and analysis and shall check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this QUOTATION and obtain independent advice from appropriate sources.

Information provided in this QUOTATION to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and shall not be regarded as a complete or authoritative statement of law.

The KENDRAPARA MUNICIPALITY accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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

The KENDRAPARA MUNICIPALITY also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this QUOTATION.

The KENDRAPARA MUNICIPALITY may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this QUOTATION.

The issue of this QUOTATION does not imply that the KENDRAPARA MUNICIPALITY is bound to select a Bidder or to appoint the Selected Bidder or Operator, as the case may be, for the Project and the KENDRAPARA MUNICIPALITY reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the KENDRAPARA MUNICIPALITY or any other costs incurred in connection with or relating to its

Bid. All such costs and expenses shall remain with the Bidder and the KENDRAPARA MUNICIPALITY shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

1. INSTRUCTION TO BIDDERS

A. GENERAL

Background

The Kendrapara Municipality has decided to undertake development and operation / maintenance of the "in the State of Odisha and has decided to carry out the bidding process for selection of a private entity as the Bidder to whom the Project may be awarded.

General Conditions

- a) The bidding process consists of a Request for Proposal (QUOTATION) with two envelopes from prospective bidders.
- b) Though adequate care has been taken in the preparation of this QUOTATION Document, the Bidder shall satisfy himself that the Document is complete in all respects. Intimation of discrepancy, if any, shall be given to the KENDRAPARA MUNICIPALITY immediately. If no intimation is received by this office, it shall be deemed that the Bidder is satisfied that the QUOTATION Document is complete in all respects.
- c) Neither KENDRAPARA MUNICIPALITY, nor their employees or consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this QUOTATION Document and it is not possible for KENDRAPARA MUNICIPALITY to consider the investment objectives, financial situation and particular needs of each party who reads or uses this QUOTATION Document. Certain prospective Bidders may have a better knowledge of the Project than others. Each prospective Bidder shall conduct his own investigations and analysis and check the accuracy, reliability and completeness of the information in this QUOTATION document and obtain independent advice from appropriate sources.
- d) Neither KENDRAPARA MUNICIPALITY nor their employees or consultants shall have any liability to any prospective Bidders or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with any thing contained in this QUOTATION Document, any matter deemed to form part of this QUOTATION Document, the award of the Project, the information and any other information supplied by or on behalf of KENDRAPARA MUNICIPALITY or their employees, any consultants or otherwise arising in any way from the selection process for the Project.
- e) KENDRAPARA MUNICIPALITY reserves the right to reject any or all of the Bids submitted in response to this QUOTATION Document at any stage without assigning any reasons whatsoever.
- f) KENDRAPARA MUNICIPALITY reserves the right to change any or all of the provisions of this QUOTATION Document. Such changes would be intimated through Corrigendum/Addendum. Any Corrigendum/Addendum issued shall be part of the Bidding Document and shall be available on the website www.kendrapara.nic.in.

- g) Strict adherence to formats, wherever specified, is required. Non-adherence to formats may be a ground for declaring the Bid non-responsive.
- h) For a Bid submitted by Group/Joint Venture/Consortium, the QUOTATION shall contain signed letters submitted by each of the Members, stating that the entire QUOTATION has been examined and each key element of the QUOTATION is agreed to.
- i) The Bid shall contain a copy of the Memorandum of Understanding / JV Agreement entered in to between the Members of the Group/Consortium/Joint Venture, for Bidders in the QUOTATION. In the absence of such a document the QUOTATION would be considered and evaluated as one from an individual company alone, submitting the Bid. The documents shall clearly lay down the role that would be carried out by the Lead Bidder and Other Members along with the share of liabilities towards the successful performance of obligations laid down in this document.
- j) In case a Joint venture/ Consortium / Group is selected as the Successful Bidders, the Lead Bidders shall continue to remain the representative of the Joint venture/ Consortium / Group and shall be responsible to KENDRAPARA MUNICIPALITY and for the fulfillment of all contractual obligations laid in this QUOTATION document.
- k) All communication and information provided shall be legible, and wherever the information is given in figures, the same shall also be mentioned in words. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- l) The QUOTATIONS shall be evaluated as per the criteria specified in this QUOTATION Document. However, within the broad framework of the evaluation parameters as stated in the QUOTATION Document, KENDRAPARA MUNICIPALITY reserves the right to make modifications to the stated evaluation criteria, which would be uniformly applied to all the Bidders.
- m) No Promoter/Bidder can propose to be a member of more than one Bidders for submission of the QUOTATION for the Project. A single entity cannot propose to be member of more than one Bidders.
- n) The Bidders/Lead Bidders shall designate one person ("Contact Person" and "Authorized Representative and Signatory") authorized to represent the Bidders/Lead Bidders in its dealings with KENDRAPARA MUNICIPALITY. This designated person shall hold the Power of Attorney as per the format mentioned in Annexure and be authorized to perform all tasks including but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidders etc. The Covering Letter submitted by the Bidders shall be signed by the Authorized Signatory and shall bear the stamp of the entity thereof.
- o) The QUOTATION (and any additional information requested subsequently) shall bear the initials of the Authorized Signatory and stamp of the entity thereof on each page of the QUOTATION in case it is an Individual/ Joint venture/ Consortium / Group of bidder.
- p) Mere submission of information does not entitle the Bidders to meet an eligibility criterion. KENDRAPARA MUNICIPALITY reserves the right to vet and verify any information submitted by the Bidders.

Request for Proposal

The Authority issues this QUOTATION document and invites sealed Quotation for Supply, Installation, Operation and Maintenance of 3Nos. of out door LED Display at Identified Locations of Kendrapara City in the State of Odisha. The Authority intends to select the bidder through a transparent competitive bidding process in accordance with the procedure set out herein.

Due diligence by Bidders

Bidders are encouraged to inform themselves fully about the Assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project sites, sending written queries to the Authority through specified E-mail ID before the date and time specified in the schedule of QUOTATION Process.

The Authority reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause shall be construed as obliging the Authority to respond to any question or to provide any clarification.

Minimum Technical and Financial Eligibility Criteria

- a) Any Bidder or Member of the Consortium who has been barred / disqualified / Blacklisted by any State or Central Government Authority from participating in the Government tenders is not eligible to participate in the tender process, either individually or as member of a JV/Consortium.
- b) Bidder should have sufficient experience of handling time bound works of similar job nature preferably at Government Organizations/ ULB/PSU/Smart Cities/reputed institutes/ Industries etc.
- c) Bidder should furnish a list of similar nature of work performed by them elsewhere with documentary evidence.
- d) One Similar work of a total value not less than Rs.50,00,00,00 (Rupees Fifty Lakhs Only) in last 3 years. The "similar work" shall mean Supply, Installation, Operation and Maintenance of Outdoor LED Display .
- e) The Bidder shall have average turnover of at least Rs 50,00,000 (Rupees Fifty Lakhs Only) during the last three financial years. The financial capacity of the consortium/ JV members shall be considered jointly.

Selection Criteria for Supplier of VMS

1. SUPPLIER/ OEM of Outdoor LED Display shall have presence and operations in India for at least 3 years. Certificate of incorporation shall be provided.
2. SUPPLIER / OEM shall be ISO 9001:2015, ISO 18001:2007, ISO 14001-2015 - Certificates to be submit.
3. SUPPLIER/ OEM shall not have been blacklisted by any State / Central Government Department or Central /State PSUs as on bid submission date. SUPPLIER /OEM Declaration to be submit along with technical bid.

4. SUPPLIER/ OEM should have installed at least 5 Outdoor LED display based on SMD Technology only (DIP technology is not acceptable) with at least 96 sqm area or higher connected in single network and content displayed from central location in India for any PSU/ government. These displays should be working fine for at least 3 years – letter of performance from customer authorities to be submit along with bid
5. SUPPLIER/ OEM should have its own service center managed by their own engineer. 3rd party authorized service centre is not acceptable - Proof of SUPPLIER /OEM service centre with GST details, OEM authorization letter incase of reseller to be submit along with technical bid.
6. SUPPLIER/ OEM Trade name and brand name on the SUPPLIER /OEM certifications should be the same. Certificate form Indian Govt. agency to be submit in case of change in trade and brand name. BIS must be on SUPPLIER /OEM owned manufacturing unit address.
7. Quoted/ offered product model should be available on SUPPLIER /OEMs web site. Link of offered model –SUPPLIER /OEM website to submit along with technical bid.
8. LED/ LED display Brands owned by companies originating from any of India's neighboring countries (as per Govt. of India Instruction for Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)) are not allowed to be installed and any bid with these brands shall be summarily rejected.
9. Offered solution should be based on Cloud solution, which should be from the same SUPPLIER /OEM as the Outdoor LED Display. Third party cloud offerings shall not be accepted. Cloud subscription for minimum five years shall be part of the offered solution. Cloud Solution from any company/ brand of originating from any of India's neighboring country is not acceptable.

Cost of QUOTATION Document

The cost of this QUOTATION document which is payable in the form of a Demand draft for an amount of Rs. 10000/- including GST (Rupees Ten Thousand only) drawn from any Scheduled/ Nationalized Bank in India in favour of Executive Officer, Kendrapara Municipality and payable at Kendrapara. The document fee which is non-refundable needs to be submitted along with the proposal.

Earnest Money Deposit

The bidder should submit 1% of the Quoted Rate in shape of DD/BC along with quotation paper at the time of submission of bid.

Validity of Proposal

The Proposal shall be valid for a period of not less than 180 days from the Proposal Due Date.

Brief description of the Selection Process

The Authority has adopted a Single Stage – Two Rounds selection process (collectively the "Selection Process") in evaluating the Proposals comprising technical and financial bids to be submitted in two separate sealed envelopes. In the first stage, a technical evaluation will be carried out as specified in the QUOTATION. Based on this technical evaluation, a list of short-listed Bidders shall be prepared and the financial bid of only qualified bidders shall be evaluated.

Pre-proposal visit and inspection of data

Prospective Bidders may visit the office of the Authority and the Project site and review the available documents and data at any time prior to Proposal due date. For this purpose, they will provide at least two days" notice to the Nodal Officer specified below:

Sri Ashutosh Gourav Kar,
Executive Officer, Kendrapara Municipality ,
Kendrapara -754211
Mob:

Communications

All communications should be addressed to:

The Executive Officer,
Kendrapara Municipality,
Kendrapara
Dist.- Kendrapara, Odisha
PIN- 754211
Email: Kendraparamunicipality@gmail.com

Submission address for Bids

The bids should be submitted through Speed Post/ Registered Post/Courier or By Hand as per schedule to:

The Executive Officer,
Kendrapara Municipality,
Kendrapara
Dist.- Kendrapara, Odisha
PIN- 754211
Email: Kendraparamunicipality@gmail.com

Envelopes should contain the following information to be marked at the top in bold letters: **for Installation of 3 nos of Outdoor LED Display –Pixel 6-mm, Audio system smart power distribution unit, LED control System, Management Software with cloud publishing, Live streaming, Mechanical Structure for mounting of LED walls, Desktop PC interface device, Network Switch, Auto brightness sensor, GSM router of 12*8 square feet LED wall in Kendrapara Municipality".**

B. Information to bidders

1. Bidders are advised that the selection of bidder shall be on the basis of an evaluation by the Authority through the Selection Process specified in this QUOTATION. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.
2. The Bidder shall submit its Proposal in the form and manner specified in this QUOTATION. The Technical proposal shall be submitted in the form at Annexure – 1 to 07 and the Financial Proposal shall be submitted in the form at Annexure – 08. Upon selection, the Bidder shall be required to enter into an Agreement with the Authority.

C. Number of Proposals

No bidder shall submit more than one proposal against this QUOTATION. Any bidder submitting more than one proposal shall be disqualified automatically.

D. Cost of Proposal

The Bidders shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, Project site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

E. Bid Security

- I. The proposal should be accompanied by a Bid Security of Rs.2,00,000/- (Rupees Two lakh only). The Bid Security/EMD shall be kept valid throughout the period of 180 (one hundred and eighty) days and 45 days beyond the Proposal Validity Period including any extensions thereto and would be required to be extended further if so required by Authority. Any extension of the validity of the Bid Security/EMD as requested by Authority shall be provided within 7 (seven calendar) days prior to the expiry of the validity of the Bid Security/EMD, being extended. When an extension of the Bid Validity Period is requested, Bidders shall not be permitted to change the terms and conditions of their Bids. KENDRAPARA MUNICIPALITY reserves the right to reject the bid submitted by any Bidder who fails to extend the validity of the Bid Security/EMD in line with the provisions of this clause. However, MSME shall be exempted to submit the EMD/Bid security as per the MSME development policy 2016. MSME needs to submit valid MSME registration certificate.
- II. The Bid Security/ EMD shall be in the form of a Demand Draft or Term Deposit Receipt (TDR) issued by a Nationalized/Scheduled Bank drawn in favour of the Executive Officer, Kendrapara Municipality, payable at Kendrapara. KENDRAPARA MUNICIPALITY shall not be liable to pay any interest on the Bid Security/EMD so made and the same shall be interest free.
- III. The Bid Security will be returned as promptly as possible to all the unsuccessful Bidders without any interest. The Bid Security of Selected Bidder will be returned, without any interest, upon the Selected Bidder signing the Agreement and providing the Performance Security as 5% value of the project as Performance Bank Guarantee (PBG)/ Demand Draft in accordance with the provisions of the Agreement. In addition to the above, KENDRAPARA MUNICIPALITY will within 60 days release all Bid Securities in the event KENDRAPARA MUNICIPALITY decides to terminate the bidding proceedings or abandon the Project.
- IV. KENDRAPARA MUNICIPALITY shall reject the bid which does not include the Bid Security/ EMD as a part of Technical Bid. KENDRAPARA MUNICIPALITY shall reject the bid, if the bid submitted by the Bidder is declared non-responsive/ non-qualified/conditional by KENDRAPARA MUNICIPALITY; or if the bid is not as per the Format(s) provided in the QUOTATION document. The entire Bid Security/EMD shall be forfeited in the following cases:
 - a) If the Bidder withdraws its bid;
 - b) If the Bidder withdraws its Proposal during the interval between the Proposal Due Date and expiration of the validity period of the bid;
 - c) If the Selected Bidder fails to submit the Performance Bank Guarantee(s) in favour of KENDRAPARA MUNICIPALITY or fails to sign the Agreement within the stipulated timeframe.
 - d) If the Selected Bidder fails to meet any other pre-requisite for signing of Agreement as per the terms of this QUOTATION

F. Acknowledgement by Bidder

It shall be deemed that by submitting the Proposal, the Bidder has:

- a) Made a complete and careful examination of the QUOTATION;
- b) Received all relevant information requested from the Authority;
- c) Accepted the risk of inadequacy, error or mistake in the information provided in the QUOTATION or furnished by or on behalf of the Authority or relating to any of the matters referred herein the QUOTATION;
- d) Satisfied itself about all matters, things and information, including matters referred to the QUOTATION, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- e) Acknowledged that it does not have a Conflict of Interest; and
- f) Agreed to be bound by the undertaking provided by it under and in terms hereof.
- g) The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to QUOTATION or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

G. Right to reject any or all Proposals

- a) Notwithstanding anything contained in this QUOTATION, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- b) Without prejudice set in the Clauses of QUOTATION, the Authority reserves the right to reject any Proposal if:
 - at any time, a material misrepresentation is made or discovered, or
 - The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.
- c) Misrepresentation/ improper response by the Bidder may lead to the disqualification. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Bidder gets disqualified / rejected, then the Authority reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.
- d) The Bid is not accompanied by documents and annexure required to be submitted in accordance with the QUOTATION document; or
- e) Failure to comply with the requirements of this QUOTATION document; or
- f) Any Bid that is received after the Proposal Due Date; or
- g) Any bid that is not accompanied by the requisite bid processing Fee and/or Earnest Money Deposit.

H. Amendment of QUOTATION

- I. At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by the prospective bidders, modify the QUOTATION document by the issuance of Addendum/ Corrigendum through the KENDRAPARA MUNICIPALITY website (www.kendrapara.nic.in) only.

- II. In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal due date.

I. Proposal Due Date

Proposal should be submitted on or before the proposal due date specified at Schedule of QUOTATION process at the address specified herein in the manner and form as detailed in this QUOTATION.

J. Late Proposals

Proposals received by the Authority after the specified time and date shall not be eligible for consideration and shall be summarily rejected.

K. Modification/ Substitution/ withdrawal of Proposal

The Bidders are not allowed for any modification, substitution, or withdrawal of its Proposal after submission.

L. Performance Security

The Bidder, by submitting its Application pursuant to this QUOTATION, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Performance Security, if available, shall be forfeited and appropriated by the Authority as the mutually agreed pre- estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the QUOTATION including the consideration and evaluation of the Proposal under the following conditions:

- ✓ If the bidder engages in any of the Prohibited Practices specified in this QUOTATION;
- ✓ If the Bidder is found to have a Conflict of Interest as specified herein; and
- ✓ If the selected Bidder commits a breach of the Agreement.

M. Confidentiality

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

N. Clarifications

- i. To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be through email only.
- ii. If the Bidder does not provide clarifications within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

O. Indemnity

The successful Bidder shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount not less than 3 (three) times the value of the Agreement, for any direct or indirect loss or damage that is caused due to any deficiency in Services.

P. Letter of Award

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, cancel the LOA and the next highest quoted Bidder may be considered with negotiation of L1 price.

Q. Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement within the period as agreed between the Authority and Selected Bidder. The Selected Bidder shall not be entitled to seek any deviation in the Agreement.

R. Commencement of Assignment

The Selected Bidder shall commence the Assignment within 15 days of the date of the Agreement, or such other date as may be mutually agreed. If the Successful Bidder fails to either sign the Agreement or commence the assignment as specified herein, the Authority may invite the second ranked Bidder for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled /terminated.

S. Fraud and corrupt practices

- I. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this QUOTATION, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the QUOTATION, including consideration and evaluation of such Bidder's Proposal.
- II. Without prejudice to the rights of the Authority and the rights and remedies which the Authority may have under the LOA or the Agreement, if the Bidder or Successful Bidder, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Successful Bidder shall not be eligible to participate in any tender or QUOTATION issued by the Authority during a period of 2 (two) years from the date such Bidder or Successful Bidder, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- III. For the purposes of this Clause, the following terms shall have the meaning herein after respectively assigned to them:
 - a. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner, whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

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

T. Non-Discriminatory and Transparent Bidding Proceedings

KENDRAPARA MUNICIPALITY shall ensure that the rules for the bidding proceedings for the Project are applied in a non-discriminatory, transparent and objective manner. KENDRAPARA MUNICIPALITY shall not provide to any Bidder information with regard to the Project or the bidding proceedings, which may have the effect of restricting competition.

U. Miscellaneous

- a) The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Kendrapara shall have exclusive jurisdiction over all disputes arising under, pursuant to and / or in connection with the Selection Process.
- b) The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - ✓ suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - ✓ consult with any Bidder in order to receive clarification or further information;
 - ✓ retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Bidder; and/or
 - ✓ Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- c) It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
- d) Unless otherwise specified, the QUOTATION Document shall mean the complete set of documents along with all Annexure and subsequent Addendum/Corrigendum, if any.

- e) Authority reserves the rights to accept/ reject any or all Bids without assigning any reason thereof.
- f) Further, the hard copy of the complete proposal must be submitted with all pages numbered serially, along with an index of submissions, Bid Processing Fee and Bid Security/EMD. The Bid Processing Fee & Bid Security/ EMD shall be submitted in the envelope containing the Technical Bid. The Bidders are required to submit all details only as enumerated in the tender. In the event of any of the instructions mentioned herein not being adhered to, the Authority shall have the right to reject the Bid at any stage.
- g) All documents and other information supplied by the Authority or submitted by the Bidder shall remain or become, as the case may be, the property of the Authority.
- h) The Authority will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential. The Authority reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.
- i) The bidder is expected to estimate the Geo-Technical characteristics of the site and the local conditions and is free to carry out further investigations as may suit him for the purpose of understanding the Project and submitting Bid.
- j) The Selected Bidder would ensure compliance of all the applicable laws, rules, legislations and guidelines required to be met for the Project. Any default to the compliance requirements would be default on part of the Selected Bidder and could lead to termination of the agreement.
- k) The confirmation and cross checking of the details provided shall be sole responsibility of the Bidders and the Authority and/or any of its officers/representatives shall not be held responsible for the same in any manner whatsoever.

2. CONDITIONS OF CONTRACT

A. Broad Scope of work

The Scope of work includes but not limited to

1. The Contract Agreement will be on Engineering, Procurement and Construction Contract ("EPC") basis for the installation, operation and maintenance of VMS facilities and its constructed components within the stipulated time period of 5 years. This will include but not be limited to:
2. The Contractor would be required to construct Structure, Installation of LED panels, maintain the facilities along-with all related facilities/utilities/amenities infra-structure etc. within 30 days from the Date of Agreement.
3. Construction of LED panels (As per Scope, Specification and Standards given in this Schedule)
4. Fixing of lighting fixtures if any, in LED panels & Media structures and maintenance during concession period as per the terms of the Concession Agreement.
5. The Bidder shall be responsible for maintaining the facilities and the surrounding area so that it does not become unsightly or deteriorated to such a degree that it is in conflict with the Project objective and purpose. The Bidder shall also be responsible for structural safety of the structure and in case of any accident the Bidder shall be held liable for any mishap.
6. A bidder contemplated in paragraph (2) must carry out at least once in three (3) months inspection of the facilities with a view to satisfying that it has been properly maintained and forth with carry out any necessary maintenance resultant upon such inspection. At the end of the year, the Bidder shall submit these inspection reports to the Authority.
7. The Contractor shall ensure that a metallic plate (minimum size of 1' by 1') or IT enabled device with the embossed logo of the Authority providing details such as latitude and longitude etc. of the LED panels & Media structures, are displayed and maintained in good condition at all times. Failure to do so shall result in imposition of penalty as per the Penalty Clause.
8. If in the opinion of the Authority, any facility is in a dangerous or unsafe condition or has been allowed to fall into a state of disrepair, the Authority shall serve a notice on the agency to remove/ maintain such facility, within a period so specified and Bidder shall be required to comply thereof within stipulated time.
9. The selected agency shall submit the structural stability certificate before start of installation of LED panel & structure.
10. If the advertisement on the facility is unauthorized or the Authority is of the opinion that any facility constitutes an imminent danger to any person or Property, the Authority shall without serving a notice in terms of rule, or if such a notice has been served but not complied within the period specified therein, remove/ maintain the LED panels & Media structures.

11. The contractor shall produce photographs (showing with time and date stamp) along with all the desired documents regarding an unauthorized outdoor advertisement promptly at the allotted locations/sites to the Authority. The agency shall immediately dispose of such advertisement/structures on, as is where basis, the Authority shall help the agency in getting it removed. The agency shall prepare and implement adequate process for such removal and disposal, from time to time.
12. Specifications for Maintenance of LED panels & Media structures during the Contract period:
 - I. All LED panels & Media structures and the surrounding areas are to be kept cleaned at all times.
 - II. The advertisement panels to be kept clean from dust, stains etc, at all times. It is to be ensured that posters etc. are not posted on any of the panels and on structural part of LED panels & Media structures.
 - III. The lighting arrangement at the LED panels & Media structures should be functional at all times. Electrical safety is to be ensured for Pedestrians as well as Agency's staff.
 - IV. All structural members and advertisement panels are to be inspected and constructed/maintained in good condition.
 - V. Security of all assets to be ensured at all LED panels & Media structures.
 - VI. The advertisements on panels to be replaced during off peak periods- Preferably during night hours.
 - VII. Bidder should provide conceptual architectural view only as part of his submission during bidding stage.
 - VIII. The agency shall submit the detailed design, calculation and drawing during execution.
 - IX. All the structural design approvals shall be provided by KENDRAPARA MUNICIPALITY and only after getting approval the Agency shall start installing the same.
 - X. For all media structures & LED panels, structural design should be certified by the Structural engineer on annual basis for the entire agreement period.
13. The agency must ensure that such device is designed or located so as not to-
 - I. To be detrimental to the nature of the environment, streetscape, Urban Design or detract from the architecture of any building on which or where such device is to be located, by reason of abnormal size, appearance, workmanship, design or its existence etc;
 - II. Wholly or partially obscure any Outdoor Media Device previously installed.
 - III. Constitute a danger to any person or property or traffic safety.
14. Only area approved by the Authority in terms of agreement for the purpose of advertisement shall be used for display of advertisements.

15. The bidder shall submit the detailed design for approval before proceeding for work. The structural drawings shall be submitted duly vetted by National Institute Technology Kendrapara or an equivalent government institution, to KENDRAPARA MUNICIPALITY for approval before starting the work. This certification confers compliance of the design with relevant Indian Structural Design Standards, Codes of practice and conditions of Applicable Rules. The foundations shall be designed and checked for extreme wind conditions, earthquake, soil bearing capacity etc. All the structural designs shall be submitted to KENDRAPARA MUNICIPALITY and only after getting approval on that the agency shall start installing the same. In case of non-submission of structural drawings before starting of work at site, a penalty of not less than Rs.5000/day will be imposed for days of actual breach period. The decision of KENDRAPARA MUNICIPALITY authority will be final and binding in this regard.
16. Authority may ask the agency to either to remove any LED panels & Media structures to facilitate the work undertaken for utility project such as power, telecommunication, gas, storm water, water supply and sewerage or for road widening. In such cases the cost will be reimbursed by the authority on actual basis. Contractor will 1st take approval of removal cost before start of work.
17. Agency is solely responsible for ensuring that during erection, maintenance, alteration and operation of a LED panels & Media structures, does not conflict with services or things within the road reserve.
18. A copy of electrical contractor's test certificate shall be provided to the Authority. The switching device shall be of a type approved by the Authority. Electrical components shall be in accordance with relevant Indian standards.
19. The Contractor shall be required to submit three (3) copies of operation and maintenance manual including schedule of maintenance, resources/ manpower proposed with their credential and number etc. to KENDRAPARA MUNICIPALITY for review and approval.
20. The Contractor will take care of safety and security of all constructed facilities and deploy adequate manpower for 24x7 watch and ward for the entire agreement Period.
21. The Contractor, either himself or through a competent third-party agency, will deploy necessary manpower and resources for daily operation and preventive and incidental maintenance of the constructed facility and its components.
22. The Contractor will arrange electricity and water connection during the period of construction only. The regular electricity connection in the scope of KENDRAPARA MUNICIPALITY.
23. The agency will get all statutory clearances from concerned regulatory authorities, as and when required.

B. Solution Architecture:

The Variable Message Signboard/ Dynamic Message System solution architecture shall be based on open protocols, interoperable and scalable. The solution shall enable the key stakeholders, including the Municipal Corporations, Traffic Police and the Citizens to take informed and timely decision based on the prevailing traffic condition and other key information (related to COVID, weather, pollution level etc.) in the city. The solution architecture for VMS/DMS is shown below:

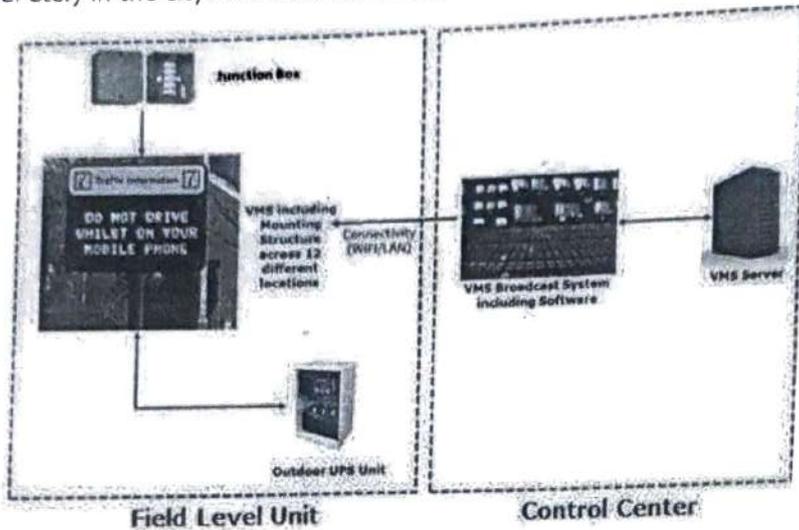


Figure 1: VMS System Solution

C. Key Functional Requirements

Key functionalities provided by the Outdoor LED Display system is presented below:

1. Should be able to display real time as well as static data
2. Should be a fully customizable solution for each display/ location to show live emergency messages, traffic related information, live congestion related information etc. specific to that location/ corridor
3. Shall be able to provide automatic real time information like weather updates, alternate route options useful to the road user
4. Shall have the capability to be integrated with disaster management and emergency response data sources to provide instant alerts to road users and public
5. Shall allow integration with speed radars/ lasers for speed monitoring and driver feedback application to reduce accident from roads
6. Allow distribution of emergency messages to specific individual/ group or all VMS boards via secure mobile or tablet application.
7. Shall be capable of reading live data from roadside sensors. Example: parking, air quality, surveillance camera etc.
8. In absence of data connectivity due to network issues, the VMS shall display the last uploaded content/ program content, thus ensuring uninterrupted performance
9. The system should be easy to manage and operate from a central control room and central control software.

10. In event of central server failure, each VMS board should be individually capable of continuous and uninterrupted display of information as per last configuration and thereby ensuring continuous operation.
11. There shall be an option to view latest content screen shot of every display on the centrally hosted VMS Manager Application.
12. Android/ Windows/ iOS App shall be provided for entering emergency messages and distributing to the VMS display from the App with clear timelines (Start Time and Date, End Time and Date). Authentication key should be provided to the authorized users only
13. Automated email alerts at set intervals in case the VMS is not connecting to the central manager application
14. System shall maintain history of messages archives for future reference and analysis
15. All boards shall be centrally connected and controlled via one software application and server
16. It shall be capable of integration with any other existing/ future solutions as and when required on availability of protocols. It should have ability to integrate common content, wherever possible
17. The intended information to be displayed shall have the feature to schedule and display data at any date and time
18. VMS shall be capable to maintain logs on the server for a period of twelve months
19. VMS solution shall display pictograms and text message in English, Odiya and Hindi
20. VMS solution shall have the capability to define groups for displays, so that specific messages can be displayed to targeted boards
21. VMS solution shall work in an automated fashion. No manual intervention shall be required for displaying the contextual real time information
22. VMS solution can be on premise or cloud-based solution
23. Solution should have a photo sensor that can detect the external light and adjust the display brightness accordingly
24. The system should be capable to detect any unauthorized opening of the display doors at the central server location and alert the user
25. Smart VMS software should be capable to detect the non-working status of SMPS voltage, LED pixel with RED, BLUE, GREEN LEDs, FRC cables remotely and alert the user
26. Shall enable KENDRAPARA MUNICIPALITY/ Police to communicate effectively with citizens and also improve response whole dealing with exigency situation. These shall also be used to regulate the traffic situation across the city by communicating right messages at the right turn
27. The system should be capable to display warnings, traffic advice, route guidance and emergency messages to motorists from the CCC in real time
28. The system should also be capable to display warnings, traffic advice, route guidance and emergency messages to motorists by usual local PC/ Laptops
29. VMS should display text and graphic messages using Light Emitting Diode (LED) arrays
30. System should be able to display failure status of any LED at CCC
31. System should support Display Characters in true type fonts and adjustable based on the Operating System requirement
32. VMS workstation at CCC should communicate with the VMS controller through the network. It should send out command data to the variable message sign controller and to confirm normal operation of the signboard. In return, the VMS workstation should receive status data from VMS controller
33. VMS controller should continuously monitor the operation of the VMS via the provided communication network.

34. Operating status of the Outdoor LED Display should be checked periodically from the CCC
35. It shall be capable of setting an individual VMS or group of VMSs to display either one of the pre-set messages or symbols entered to the computer via the control keyboard or by another means
36. It shall be capable of being programmed to display an individual message to a VMS or a group of VMSs at a preset date and time
37. It shall also store information about the time log of message displayed on each VMS. The information stored shall contain the identification number of the VMS, content of the message, date and time at which displayed message/ picture starts and ends
38. The central control computer shall inform regular tests (preset basis) for each individual VMS. Data communication shall be provided with sufficient security check to avoid unauthorized access
39. The system shall have capability to divide VMS screen into multi parts to display diverse form of information like video, text, still images, advertisement, weather info, city info etc.
40. The system shall also provide airtime management and billing system for paid content management
41. Capable of controlling and displaying multiple font types with flexible size and picture sizes suitable as per the size of the VMS
42. Capable of controlling brightness and contrast through software
43. Real time log facility- log file documenting the actual sequence of display to be available at central control system
44. Multi-level event log with time and date stamp
45. Access to system only after the authentication and acceptance of authentication based on hardware dongle with its log
46. Location of each VMS will be plotted on GIS map with their functioning status which can be automatically updated
47. Report generation facility for individual/ group/ all VMSs with date and time which includes summary of messages, dynamic changes, faults/ repair report and system access log, link breakage logs, downtime reports or any other customized report
48. Configurable scheduler on date/ day of week basis for transmitting pre-programmed message to any VMS unit
49. Various users shall access the system using single sign on and shall be role based. Different roles which could be defined (to be finalized at the stage of deployment) could be administrator, supervisor, officer, operator, etc.
50. Apart from role-based access, the system should also be able to define access based on location
51. Rights to different modules/ sub-modules/ functionalities should be role based and proper log report should be maintained by the system for such access
52. Components of the architecture should provide redundancy and ensure that there are no single points of failure in the key project components. To take care of remote failure, the system needs to be configured to mask and recover with minimum outage
53. The architecture should adopt an end to end security model that protects data and infrastructure from malicious attacks, theft, natural disaster etc. provisions for security of field equipment and as well as protection of software system from hackers and other threats shall be a part of the proposed system. Using firewall and intrusion detection system

such attacks and thefts shall be controlled and well supported and implemented with the security policy. The virus and worm attacks will be well defended using Gateway level Anti Virus system, along with workstation level anti Virus mechanism. There shall also be an endeavor to make use of OSI / VPN technologies to have secure communication between Applications and its end users. Furthermore, all the system logs should be properly stored for future analysis and forensics; wherever desired

54. Ease of configuration, ongoing health monitoring and failure detection are vital to the goal of scalability, availability and security and should be able to match the growth of the environment
55. Remote Monitoring
 - a) All LED Display shall be connected/ configured for remote monitoring through network for two-way communication between VMS and control room to check system failure, power failure and link breakage
 - b) Remote diagnostics to allow identifying reason of failure up to the level of failed individual LED
56. System shall use open standards and protocols to the extent possible. Facility to export reports to Excel and PDF formats
57. System shall be capable of
 - a) Providing reports related to the video broadcast across VMS
 - b) Summary reports based on number of seconds the video played at each VMS for given time, day, week, month, etc.

D. Locational Highlights

- All locations are within city limits, located on main city roads and well connected by city road network
- Currently there is no Outdoor LED Display /LED Wall, or any other digital advertisement present at these locations
- The area has no other competing sports facility, particularly for Badminton
- Being centrally located the site is expected to attract huge number of eyeballs daily; thus, ideal location for façade advertising, billboards etc.
 - a) Present activities on site
- No outdoor LED Display or digital advertisement related activity currently at site

E. Site of the Project

The proposed site shall be assigned to the Contractor for the purpose of **Installation of 3 nos of Outdoor LED Display –Pixel 6-mm, Audio system smart power distribution unit, LED control System, Management Software with cloud publishing, Live streaming, Mechanical Structure for mounting of LED walls, Desktop PC interface device, Network Switch, Auto brightness sensor, GSM router of 12*8 square feet LED wall in Kendrapara Municipality** (including LED display Boards and LED Walls) of the Project. The Contractor shall procure and install the VMS system, bring in necessary human resource and thereafter, operate and maintain it throughout the agreement Period.

At the end of the agreement Period, by efflux of time or premature termination for any reason whatsoever, all rights given under the Agreement shall cease to have effect and the possession of the Site and the entire assets of the Project including all infrastructure and facilities developed in relation thereto shall transfer back to the Authority of KENDRAPARA MUNICIPALITY at no cost to the

Authority. All the movable and immovable assets attached to the Project/Project Site shall revert to the Authority without any obligation on the Authority to pay or adjust any consideration or other payment to the agency.

F. Bill of Material

The Agency shall design, supply, install and commission the VMS system consisting of the following Bill of Material meeting functional requirement, solution architecture, scope and detail specification as per indicative it will be finalized after detail survey conducted by the agency:

S. No.	Item Descriptions	UOM	QTY
1	Out door LED Display at Different Locations with 6 mm (P6 or Better) Pixel Pitch. Size 12x8 square feet (minimum) with complete hardware including Smart Power Distribution Unit, LED Control System, Auto Brightness Sensor, Communication Interface for wireless connection (4G/5G) and complete accessories.	Nos.	3
2	Mechanical Structure Dual Pole - 4 Meter Height for LED Display size 3.7 Meter x 2.5 Meter. (Including Pole & Civil Work).	Nos.	3
3	VMS Applications & SW for all LED Screen, Complete solution Content Management Software with cloud publishing as per specifications.	Set	01
4	Work Station / Server cost at ICC - With dual Screen 22 Inch, Intel® Core™ i7-6700 or Better In-built Processor Graphics (GPU): Intel® HD Graphics 530, 4600, or equivalent 8 GB, Minimum 100 GB Partition drive or separate hard drive Minimum - 1 Gigabit network interface card Microsoft® Windows 7 Professional SP1, Windows 8.1, Windows 10 (64bit) Video resolution 1280x1024 pixels, 32 bit 102-key keyboard and mouse.	Set	01
5	SITC of complete Solutions	Job Work	01

However, the above Bill of Material is not exhaustive description of works to be carried out. In no way limit the obligation of the Contract to carry out all works necessary to complete the construction of the Project which is a Condition Precedent for complete the project.

G. ITEMS SPECIFICATIONS

Item 1: Outdoor LED Display - Pixel Pitch 6-mm

Parameter	Specifications
Display Size (W x H)	12 X 8 Sq ft
Pixel Pitch	6 mm or better
LED Configuration	RGB 3 in 1 SMD
Pixel Density	Minimum 22500 pixels per sqm or higher
Half Gain Horizontal / Vertical Viewing Angle	H 140 deg / V 90 deg or better
Refresh Rate	>1920 Hz or better
Temp Range	-20 to +50 Degrees C or better
Grey Scale Processing	14 Bit or better
Colours	4.4 Trillion colours
Brightness	5000 cd/m ² or better
Maximum Power Consumption	900 w/sqm or lower
Dimming Capability	255 levels
Power Input	100 ~ 240 VAC
Contrast Ratio	3000:1 or better
Access for Maintenance	Rear
IP Level	Front : IP65, Rear : IP54
Cabinet Material	Die Cast Aluminium
International Safety Certifications (Mandatory to submit along with the bid)	BIS Registration (Bureau Of Indian Standards) As per Standard: IS 13252(PART 1) :2010. Offered model BIS certificate should be on OEM brand and their own manufacturing unit in India.
Quality/ Health - & Safety/ Environmental Certifications of OEM/OEM subsidiary in India (Copy to be submitted along with the bid)	Quality Management System 9001:2015
	Occupation health & Safety Management System - OHSAS 18001:2007
	Environmental Management System 14001: 2015
Control Port	RS232/ LAN
Signal Interface	1x HDMI/DVI
Connectivity to Display	RJ45
Minimum Load Capacity	Should be able to support the offered LED screen

Item 2: Smart Power Distribution Unit (Note -Bidder can propose the solutions & product to fulfil the tender requirements. Specification mentioned are indicative only)

Parameter	Specifications
Front Door	Aircon bolted Rack
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
Mounting	Should be possible to mount the rack either on a pole or on a wall with options of different mounting types
Material	GI 120 GSM thickness 1.5 mm
IP rating	IP54
AC input	380V/220V
AC Power Load Max	As per Design
Surge protection	Class C
Over temperature protection	Selectable from 30 degree to 60 degree C
Refrigerant	R134a for harsh conditions
Anti-Theft	Should be mounted in an ant-theft design
Surface treatment	Outdoor type power coating
Cooling Capacity	600W@L35/L35
Power Consumption	270W@L35/L35
Power Supply	230±15% AV 50/60 Hz
Internal Airflow	150 m ³ /h
Maximum Noise Level	60dB(A)
Display	Should be provided with a display LED indication for - cooling, running of external fans, flashing on alarm

Item 3: LED Control System

Parameter	Specifications
Control Port	RS232/ LAN
Signal Interface	1x HDMI in, 1x HDMI Out 1x Audio In, 1x Audio Output 2x USB; RJ45-POE support
Connectivity to Display	RJ45
Maximum Load Capacity	2.3 Million Pixels
Network Connectivity	Wi-Fi: 802.11 AC (2.4 GHz & 5 GHz) Ethernet: 1 Gbps
Input Voltage	100~240 VAC
Operating Temperature	5~40 Deg C

Item 4: Management Software with Cloud Publishing

Parameter	Specifications
Signage & Content Manager (Software & Hardware)	To be able to create playlists and send them over the network to media players or more for playout based on schedule and sequencing. This software to be loaded on suitable hardware to be supplied by the vendor.
Playlist Automation	Flexible scheduling based on day, date and time; Playlist Scheduling;
Content Distribution	Should be done using SUPPLIER /OEM cloud setup. Cloud license should be provided for three years minimum
Content Management	Synchronize media content automatically from remote storage - Dropbox, FTP, etc.

Item 5: Mechanical Structure for Mounting of LED Walls

Parameter	Specifications
Mounting Structure	LED wall should be mounted on Bi-pole /customized structure. Structure should be earthed properly and provided.
Material	<ul style="list-style-type: none"> a) All the Structural members shall be of high-grade mild steel and other parts of the structure such as covering of the pole etc. will be of stainless steel. b) The structures to be treated with hot dip or Hot spray Galvanization. c) All Screws and nuts to be made of Stainless Steel/Mild steel and there should be spot welding at all the nuts to prevent vandalism. d) The structure to be properly powder coated for protection against rusting & should be non-flammable. e) All sharp corners should be blunted by machining. f) Parts used should not be fragile and safety secured to its foundation with 20 mm anchor fasteners or chemical fasteners, which make the furniture more stable and joint fasteners not visible from outside.

Item 6: PC (Desktop Computer)

Parameter	Specifications
Operating System	WIN10
HDD	500GB
RAM	4GB
Processor	I7
Monitor (With DVI/HDMI I/P)	17" Inch
Display Output	DVI/HDMI
Display Memory	1GB Min

Item 7: Interface Device

Parameter	Specifications
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
Baud rate	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

Item 8: Network Switch

Parameter	Specifications
Switching Capacity	1Gbps
No. of ports	5
Power Supply	DC 5 V / 0.55 A
Casing	Plastic
Maximum Packet Forwarding Rate	148.8 kbps
802.3x flow control	Yes
Auto MDI/MDIX	Yes

Item 9: Auto Brightness Sensor

Parameter	Specifications
Rated voltage	5V
Operating temperature	-30°C~70°C
Operating humidity	0~99%
Brightness range	0~65535 lux
Cable	5m
Features	<ul style="list-style-type: none"> • Monitor the ambient brightness to achieve automatic brightness adjustment of LED display • Asynchronous • Outdoor use proofing • No external power supply required

Item 10: GSM Router

Parameter	Specifications
Device Interface	1*LTE module (dual failover SIM)
LAN-RJ45	5*RJ45 GE
Wi-Fi	1*11a/b/g/n/ac-2*2 2.4G/5GHz Selectable Wi-Fi
Mgmt. Port	SNMP v3
Log Storage	1*USB 2.0
Cellular Band	4G/5G,
Antenna	2*SMA (F)-4G, 2*SMA(M)-Wi-Fi
Power Source	2* DC 12V ~ 48V (Terminal Block)
WAN	Cellular & Config. Ether-WAN; Failover, Load Balance
Ethernet	Dynamic IP, Static IP, PPPoE, PPTP, L2TP
IPv6	Dual Stack, 6-in-4, 6-to-4
FTP	FTP server, User Account
Wi-Fi Security	WEP, WPA, WPA2, WPA-PSK, WPA2-PSK, 802.1x
Routing	Static, Dynamic: RIP1/RIP2, OSPF, BGP
QoS	Policy-based, 802.1q and TOS for priority queues Field
Scheduling	Time Schedule List

Grouping	Host Grouping List
External Server	Email, Syslog, RADIUS, SCEP, FTP, DDNS, IGMP
Certificate	My Certificate, Trusted Certificate, Issue Certificate
VPN Tunneling	IPsec, OpenVPN, PPTP, L2TP, GRE;
VPN Scenario	Site to Site, Site to Host, Host to Site, Host to Host, Hub and Spoke, Dynamic VPN
VPN Capability	IPsec: up to 16 tunnels
Firewall	SPI Firewall with Stealth Mode, IPS
Access Control	Packet Filter, URL Blocking, MAC Filter
Cellular Toolkit	SMS, Data Usage, SIM PIN, USSD, Network Scan
Event Handling	Managing / Notifying Events; SNMP Trap, MODBUS, SMS, Syslog
Operation Temp.	-30°C ~ 70 °C
Storage Temp.	-40°C ~ 85 °C
Humidity	10% ~ 95% (non-condensing)

Item 11: Scope for Installation

Complete Supply, Installation, Configuration, Testing and Commissioning of all the delivered equipment with necessary cables and accessories.

H. Applicable Codes

Recommended practices for road signs as per IRC 67:2001 (up to date) and for pedestrian facilities as per IRC 103:1988 (amended and updated up to date) and for all materials, Part V of National Building Code on building material and Part VII of National Building Code on construction practices and safety, latest edition as prevalent at the time of execution of work shall be followed.

- a) The basic structure shall be designed for all Dead and Live loads, Wind Pressures (in accordance with IS: 875, Part -3 of 1987) and seismic forces (seismic zone standards in accordance with IS:1893 - 2002), etc. and shall be in accordance with the latest Indian Standard Codes.
- b) Steel structures shall be designed in accordance with the provisions of IS 800:1984. Structural steel shall conform to IS 2062:2006. Tubular sections shall conform to IS4923. Structural joints shall conform to IS 4000:1992.
- c) RCC components shall be designed as per IS 456: 2000 and other relevant codes.

Bidders are advised to carry out their own investigations related to soil condition, strata, bearing capacity and other characteristics of the project locations.

The scope as described above is only indicative and not exhaustive. In additions to the above, the agency shall be responsible for executing all the items required for complete design, supply, installation, commissioning, operation and maintenance of VMS system at proposed locations in Kendrapara city including all services complete as per direction of KENDRAPARA MUNICIPALITY Authority.

The above scope of work includes cost of all materials, manpower, equipment, T&P fixtures, accessories, taxes, watch & ward, and all other essential elements for operation and maintenance of works as aforesaid.

I. SLA and Penalties

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

The purpose of this section is to define the levels of service which shall be provided by the Bidder to for the duration of the contract. Service Level Agreement (SLA) shall become the part of contract between Client and the Bidder. The Bidder must comply with Service Levels requirements to ensure adherence to project timelines, quality and availability of services, throughout the period of this contract i.e. during implementation phase of 75 days and for O&M period of Five (5) Years, post Go-Live.

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

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

- g) "Resolution Time": Time elapsed from the moment incident is reported to Helpdesk either in person or automatically through system, to the time by which the incident is resolved completely and services as promised are restored.

S. No	Project Activity	Deliverables	Responsibility	Time line
1	Project Initiation phase	Detailed Survey Report including infrastructure assessment, phase wise location distribution, project and manpower deployment plans etc.	Bidder	T+07 days
2	Supply of Hardware /Software/equipment etc. from the date of signing the Contract	<ul style="list-style-type: none"> • Deliver Challan • Invoice Copy • Inspection report from authentic party • Warranty certificate issued by respective OEMs for each hardware / software (back to back, in the name of Authority also) • License in case of software o MAF 	Bidder	T+ 15 days
3	Installation, Configuration and Integration of Hardware/ Software/ systems	<ul style="list-style-type: none"> • Device wise Configuration report stating IP Schema • Routing details • In case of Software, the report should consist of • Software Installation Guide and checklist. • Complete set of Technical/ • Annual Maintenance Manual. o Report formats for approval of Authority • UAT/testing report • Helpdesk and SLA compliance report 	Bidder	T+ 20 days

4	Go-Live and Operations Phase Satisfactory Working Inspection	<ul style="list-style-type: none"> • All project locations working successfully • Inspection to be done by Authority followed by submission and approval of Satisfactory Working Inspection Report 	Bidder	T+ 25 days
5	Contract Period for (3 month installation and 5 years O&M)	<ul style="list-style-type: none"> • All project locations in working condition (after satisfactory inspection) • Quarterly SLA compliance reports • Quarterly Preventive Maintenance reports • Other reports as desired • Quarterly user feedback reports- Location wise • Quarterly user complaint- Location wise showing complaint, complaint time & date, solution given, complaint clear time & date 	Bidder	Quarterly after Go-live period

*The schedule is indicative, however, Bidder need to provide an exhaustive work plan after execution of contract agreement

J. Project Site Description

S. No	Locations Details	No. of Out Door LED display
1	Near Baladevjew Mandir, Ward no 1,2,3	1
2	Near Tinimuhani Chak, Ward no 20,21	1
3	Near Old Bus stand ,Ward no 10	1

Note:

1. If any location of a LED Display is changed, then the KENDRAPARA MUNICIPALITY shall provide an equivalent alternative location for that Smart Advertising Boards in consultation with the agency. No modification on this account shall be permitted/ allowed in the Bid Variable.
2. The KENDRAPARA MUNICIPALITY reserves the right to increase and decrease the number of VMS Boards.

3. PROJECT FACILITIES

- A. Project Facilities:** The Contractor shall construct the Project Facilities in accordance with the provisions of this Agreement.
- B. Mandatory Project Facilities:** The Contractor shall Construct the Mandatory Project Facilities required to adequately and efficiently support the Mandatory Project and shall include but not be limited to adequate :
- I. The Contractor shall Install, Operate, Maintain the outdoor displays as per size and specifications enumerated in the tender, for a period of 5 (five) years.
 - II. Nominate the project manager, who will be the single point of contact from the side of successful bidder, after placement of LOA.
 - III. Supply, installation, testing, commissioning and maintenance of the displays at locations under this document, for which the KENDRAPARA MUNICIPALITY will facilitate suitable place for mounting the display at the designated place/building/location, post bid.
 - IV. The Successful Bidder must have highly qualified resources with experience in the field of ICT and Smart Components as envisaged in the document. Proposal must include copies of certifications and resumes for all resources, who will be responsible for project execution throughout the Contract period.
 - V. The Bidder shall be responsible for preparation and submission of detailed UAT (User acceptance Testing) schedules/ procedures/ formats. After acceptance of UAT reports by KENDRAPARA MUNICIPALITY, the entire infrastructure (including network) would be deemed to have been commissioned.
 - VI. The Bidder shall develop a plan to procure, install, and configure all the necessary items for the implementation of smart components in a timely fashion in different phases. There should be a tracker created and shared with KENDRAPARA MUNICIPALITY that would track all the commissioning of the equipment, the timelines adhered to and the compliance to the requirements
 - a. Integration Support
 - b. Helpdesk & FMS support
 - c. Provision of 24/ 7 Help Desk System for technical / operational support
 - d. Maintenance of IT/ Non-IT Infrastructure
 - e. Providing Technical & Operational Manpower for seamless system operation
 - VII. Ease of configuration, ongoing health monitoring and failure detection are vital to the goal of scalability, availability and security and should be able to match the growth of the environment
 - VIII. Remote Monitoring

- a. All VMS shall be connected/ configured for remote monitoring through network for two-way communication between VMS and control room to check system failure, power failure and link breakage.
- b. Remote diagnostics to allow identifying reason of failure up to the level of failed individual LED.
- IX. System shall use open standards and protocols to the extent possible. Facility to export reports to Excel and PDF formats
- X. System shall be capable of
 - a. Providing reports related to the video broadcast across VMS
 - b. Summary reports based on number of seconds the video played at each VMS for given time, day, week, month, etc.
- XI. Air-conditioned Centralize Control Center along with application software and APIs to integrated for managing and controlling the VMS through a controller from a centralized location;
- XII. Electricity supply and distribution with generator sets of Solar Panel with battery
- XIII. Security Guards, security camera
- XIV. And such other facilities as may be necessary and required to established and operate the project in accordance with Specifications and Standards required;
- XV. The selected Bidder shall arrange all the related tools, equipment and Software to install and run the LEDs. This may include the following:
 - a. Any civil construction work required for installation of LEDs
 - b. The Mounting Structures (Poles etc). (iii) Electrical Earthing
 - c. Software to run the Content
 - d. Training & Helpdesk Setup
 - e. Planning, Suggesting an submitting the system up-grade Plan(s)

K. Special conditions of contract:

- a. The contractor has to abide by all fire and safety rules as per local laws. The Contractor shall strictly follow the existing work permits and fire permit systems.
- b. Contractor is to submit a time schedule before commencement of the job. The job is to be accomplished within 3 months from the date of contract agreement.
- c. The contractor shall provide adequate supervision for the work, which shall not be less than a qualified experienced engineer. They must be well conversant with the work and safety requirements.
- d. The contractor shall ensure presence of at least one site in charge/supervisor in the area all the time for better control.
- e. KENDRAPARA MUNICIPALITY will not make any extra payment for mobilization & demobilization of resources necessary for the job.
- f. Contractor is to bear the cost of to & fro travelling, local conveyance, lodging & boarding by their engineers, professionals and experts necessary for the job.

L. Other Conditions:

Arbitration: All disputes or differences arising out of or in connection with the contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration.

Transfer and Sub-letting: The bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present contract or any part thereof.

Patents and other Industrial Property Rights: The prices stated in the present contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The bidder shall indemnify the authority against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Bidder shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

Performance Guarantee: The bidder will be required to furnish a Performance Guarantee by way of Bank guarantee through a Nationalized/Scheduled Bank in India for a sum equal to 5% of the contract value within 15 days of receipt of LOI. Performance Bank Guarantee should be kept valid up to 90 days beyond the date of warranty.

Advance Payments/ Mobilization Cost: No advance payment(s) will be made.

M. Warranty: The following Warranty will form part of the contract placed on successful bidder.

- a) The bidder warrants that the goods supplied under the contract conform to technical specifications prescribed and shall perform according to the said technical specifications.
- b) The Bidder commits for a period of 5 years from the date of acceptance of stores by joint receipt inspection or date of installation and commissioning, whichever is later, that the goods/stores supplied under the contract and each component used in the manufacture thereof shall be free from all types of defects/failures.
- c) If within the period of warranty, the goods are reported by the authority to have failed to perform as per the specifications, the bidder shall either replace or rectify the same free of charge, within a maximum period of 15 days of notification of such defect received by the bidder, provided that the goods are used and maintained by the authority as per instructions contained in the Operating Manual. Warranty of the equipment would be extended by such duration of downtime. Record of the down time would be maintained by the user in the logbook. Spares required for warranty repairs or defect liability period shall be provided free of cost by the bidder. The bidder also undertakes to diagnose, test, adjust, calibrate and repair/replace the goods/equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period.

d) The bidder warrants that the goods supplied under the contract conform to technical specifications prescribed and shall perform according to the said technical specifications.

N. Payment: The payment structure for CAPEX will be decided during the contract agreement by mutual consent. The O & M cost will be paid to the successful bidder on monthly basis @ Equal monthly installments in next five years for proper O&M of the project. (Total O & M cost / 60).

Note:

- o **Contract Value is inclusive of all applicable taxes including of GST if any.**
- o **The payment will be made to the bidder are subject to deduction of tax as per the Government Rule from time to time.**
- e) **The fee is inclusive of the anticipated inflationary increase over the duration of the contract and hence will not be reviewed further.**

O. Scope not exhaustive

The Scope of Services specified in the Clause above are not exhaustive and the Successful Bidder shall undertake such other tasks as may be necessary to appraise the project feasibility technically and financially.

P. Bidders' Responsibilities

- a) Each Bidder is expected to examine carefully the contents of all the documents provided and consisting of this QUOTATION Document. Failures to comply with the requirements of this QUOTATION document will be at the Bidders' own risk.
 - b) It would be deemed that prior to the submission of the Proposal, the Bidder has:
 - ✓ Made a complete and careful examination of requirements and other information set forth in this QUOTATION document;
 - ✓ Received all such relevant information as it has requested from Authority; and
 - ✓ Made a complete and careful examination of the various aspects of the Project including but not limited to:
 - The Project site;
 - Existing facilities and structures;
 - The conditions of the access roads and utilities in the vicinity of the Site
 - Conditions affecting transportation, access, disposal, handling and storage of the materials;
 - Clearances obtained by Authority for implementation of the Project; and
 - All other matters that might affect the Bidder's performance under the terms of this Tender.
- The Authority shall not be liable for any inadvertent mistake or error or neglect by the Bidder in respect of the above.

Q. Bidding Process

For selecting the Preferred Bidder to undertake the above Project, KENDRAPARA MUNICIPALITY has adopted a Single Stage – Two Round System. The first round comprises of the evaluation of the Technical Bid and second round comprise of the evaluation of the Financial Bid. The Bidders would be required to furnish the information specified in the QUOTATION document. Only those Bidders who will qualify the Technical Bid Round will be considered for the Second Round, i.e. the Financial Bid of only those bidders will be opened who have qualified in the Technical Bid Round.

All Bidders are required to submit duly filled QUOTATION documents (Technical and Financial Bid) in accordance with the guidelines set forth in this QUOTATION Document. In order to enable the Bidders to prepare Bid in a consistent manner and to minimize misunderstandings regarding how Bidders' Proposals will be interpreted by KENDRAPARA MUNICIPALITY, the format in which Bidders will specify the fundamental aspects of their Proposals has been broadly outlined in the document. The evaluation of Technical Bid (Envelope 1) shall be carried out in accordance with the terms and conditions provided in this QUOTATION document.

The Evaluation of the Financial Bid (Envelope 2) would be carried out on the basis of the evaluation of the Technical Bid (Envelope 1) as per the criteria mentioned in the QUOTATION document. The Financial Bid (Envelope 2) of only those Bidders would be opened who "Qualify" the Technical criteria.

R. PREPARATION AND SUBMISSION OF PROPOSAL

Language: The Proposal with all accompanying documents (the "Documents") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this QUOTATION. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

Format and signing of Proposal: The Bidder shall provide all the information sought under this QUOTATION. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.

The Bidder shall prepare one hard copy of the Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this QUOTATION) and clearly marked "ORIGINAL".

The Proposal, and its copy, shall be typed or written in indelible ink, signed by the authorized signatory of the Bidder who shall initial each page, in blue ink and properly bounded. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the "Authorized Representative") as detailed below:

✓ by the proprietor, in case of a proprietary firm; or

- ✓ by a partner, in case of a partnership firm and/or a limited liability partnership; or
- ✓ by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation;
- ✓ by the authorized representative of the Lead Member, in case of consortium.

A copy of the Power of Attorney certified by a notary public in the form specified herein shall accompany the Proposal (if required).

Bidders should note the Proposal due date as specified above, for submission of Proposals. Except as specifically provided in this QUOTATION, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal due date. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

Preparation of Proposal

- a) The Bidder would provide all the information as per the Bidding document. KENDRAPARA MUNICIPALITY reserves the right to evaluate only those bids that are received in the required format complete in all respects and in line with the instructions contained herein.
- b) The currency for the purpose of the Bid shall be Indian Rupees.
- c) The Proposal should be submitted in 2 (Two) separate envelopes and put together in 1 (one) single outer envelope and each envelope should be addressed to the Executive Officer, Kendrapara Municipality, Kendrapara, Dist.- Kendrapara (Odisha) – 754211 and should bear the name of the project. The contents of both the envelopes is explicitly mentioned below:

Envelope 1: Technical Bid shall consist of the following:

- a) Bid Processing Fee Demand Draft (Non-refundable)
 - b) Earnest Money Deposit/ Security Deposit – Demand Draft (Refundable)
 - c) Technical Bid Submission Forms
 - d) Bidder Information Form
 - e) Anti-collusion undertaking
- f) QUOTATION document and its Annexure and Addenda/Corrigenda, each page duly stamped and signed by the authorized signatory.
 - g) Certificate of Incorporation
 - h) Power of Attorney issued by the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the Bid, in the form attached hereto.
 - i) Covering Letter as per prescribed Format

Envelope 2: Financial Bid shall consist of the following:

Envelope 2 should contain only the duly filled in Financial Bid of the Bidders as per the format specified herein **Annexure 08**. No condition, other than specified shall be attached with the financial bid. It will be opened in the presence of representative of Technically Qualified Bidders, who wish to be present.

Sealing and Marking of Proposal

The Bidder shall seal each of the envelopes duly marking each envelope as "TECHNICAL BID" AND "FINANCIAL BID" respectively.

The Bidder shall put the 2 (two) separate envelopes containing the Technical Bid and Financial Bid respectively in a single outer envelope and seal the outer envelope. The outer envelopes shall clearly mention the following identification.

"Installation of 3 nos of Outdoor LED Display –Pixel 6-mm, Audio system smart power distribution unit, LED control System, Management Software with cloud publishing, Live streaming, Mechanical Structure for mounting of LED walls, Desktop PC interface device, Network Switch, Auto brightness sensor, GSM router of 12*8 square feet LED wall in Kendrapara Municipality".

Each of the envelopes shall indicate the complete name, address, telephone/mobile number and E-mail of the Bidder.

Bid submitted by a Bidder, where such Bidder is a consortium should comply with the following additional requirements:

- ✓ Maximum number of members in a consortium would be limited to 3 (three);
- ✓ Wherever required, the bid should contain the information required for each member of the Consortium;
- ✓ The Bid should include a description of the roles and responsibilities of individual members of the Consortium;
- ✓ Members of the consortium shall nominate one member as the Lead Member in line with terms of the QUOTATION document.

The Proposal shall be signed by the duly authorized signatory of the Lead Member and shall be legally binding on all the members of the consortium.

S. Evaluation Process

The Financial Proposals received by the Authority will remain sealed and unopened in possession until the Technical Proposal has been evaluated for their responsiveness to QUOTATION and result of Technical Evaluation is complete.

The Authority would open the Technical Proposal on the date mentioned against the Date for Submission of Proposals in the Schedule of Bidding Process or on the extended Date for Submission of Proposals. Financial Proposals shall not be opened at this stage.

The cost proposed by the bidder for the component will be considered to be final for all the ensuing calculations. If there is any cost over-run whatsoever, over and above the proposed cost of the bidder, then the bidder shall have to bear the same.

Proposals for which an acceptable notice of withdrawal has been submitted shall not be opened.

The following information will be announced at the Proposal Opening and recorded:

- ✓ Bidder's names;
- ✓ Names of Consortium Members

The Authority would subsequently examine responsiveness of Proposals in accordance with the criteria set out herein.

After the Proposal Opening, information relating to the examination, clarification and evaluation of Bids and recommendations concerning the Bid Award shall not be disclosed except as underlined in this QUOTATION.

T. Proposal Evaluation

The Project will be awarded to the Bidder, who submits a responsive Bid, meets the minimum technical criteria for undertaking the Project and offers to enter into an Operation Agreement on the best financial terms.

The Technical Proposals will undergo evaluation as per the criteria and process specified in QUOTATION. The bidders whose technical proposal meets the minimum criteria shall be considered for financial evaluation. The Authority reserve the right to reject the Proposals, which do not meet the technical parameters stipulated in the QUOTATION. The financial evaluation will be carried out as per this clause.

For financial evaluation, the total cost indicated in the Financial Proposal, will be considered.

U. Final Evaluation

Proposals will finally be ranked according to their financial quotes on Grand Total as per the Financial Bid format. The proposal with lowest cost will be placed in the highest rank and will be selected as Lowest One (11).

The Selected Applicant shall be the Applicant having the highest score. The second highest Applicant shall be kept in reserve and may be invited. In its discretion for negotiations in case the first-ranked Applicant withdraws, or fails to comply with the requirements specified herein, as the case may be.

V. Test of responsiveness

The Technical Bids submitted by Bidders/ Bidding Consortium shall be initially scrutinized to establish "Responsiveness". Any of the following conditions may cause the Bid to be considered "Nonresponsive", at the sole discretion of the Authority:

- i. Bid not meeting any of the conditions mentioned in QUOTATION; or
- ii. Bid not accompanied by a valid EMD/Security Deposit; or
- iii. Bid not accompanied by a Bid Processing Fees, which shall be non-refundable. This amount shall be payable by a crossed demand draft drawn in favour of Executive Officer, Kendrapara Municipality payable at Kendrapara;
- iv. Bid not signed by authorized signatory in the manner and to the extent indicated in this QUOTATION and non-submission of Power of Attorney; or
- v. Bid validity being less than that required in this QUOTATION; or
- vi. Bid not containing all the Annexure given as part of the Technical bid; or

- proposals in
- vii. Bid being conditional
 - viii. Any request for change in composition of a Consortium or change from Bidding Company to Bidding Consortium or Change in Ownership has not been permitted by the Authority
 - ix. Bids having Conflict of Interest
 - x. A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one:
 - xi. Which affects in any substantial way the scope, quality, or performance of the Project, or
 - xii. Which limits in any substantial way, inconsistent with the QUOTATION, rights of the Authority or the obligations of the Bidder?
 - xiii. Which would affect unfairly the competitive position of other Bidders presenting substantially responsive bids?
 - xiv. The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.

ANNEXURE - 1

FORMAT FOR COVERING LETTER FOR PROPOSAL SUBMISSION

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

Date:

To

**The Executive Officer
Kendrapara Municipality,
Kendrapara-754211**

Sub: Regarding Installation of 3 nos of Outdoor LED Display –Pixel 6-mm, Audio system smart power distribution unit, LED control System, Management Software with cloud publishing, Live streaming, Mechanical Structure for mounting of LED walls, Desktop PC interface device, Network Switch, Auto brightness sensor, GSM router of 12*8 square feet LED wall in Kendrapara Municipality”.

Dear Sir,

Being duly authorized to represent and act on behalf of Lead Member (in case of consortium)/Sole Applicant. I, the undersigned, having reviewed and fully understood all of the Proposal requirements and information provided hereby submit the Proposal for the Project referred above.

I am enclosing the Proposal (one original), with the details as per the requirements of this QUOTATION, for your evaluation. The Proposal, including the Bid Security shall be valid for a period of Six (6) Months from the Proposal Due Date and the Bid Security shall be valid up to 45 days beyond the proposal validity period

Dated thisDay of2024

Name of the Lead Member/Person

Signature of the Authorized Person

.....

Name of the Authorized Person

.....

Designation of the Authorized Person

ANNEXURE – 3 (A)

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL (On Non – judicial stamp paper of Rs. 100/- duly attested by a Notary Public)

POWER OF ATTORNEY

Know all men by these presents, we (name and address of the registered office of the Sole Applicant/ Lead Member/ Member) do hereby constitute, appoint and authorize Mr. / Ms. _____ R/o (name and address of residence) who is presently employed with us and holding the position of

_____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the bid of the consortium consisting of, and (please state the name and address of the members of the consortium) for Installation of 3 nos of Outdoor LED Display –Pixel 6-mm, Audio system smart power distribution unit, LED control System, Management Software with cloud publishing, Live streaming, Mechanical Structure for mounting of LED walls, Desktop PC interface device, Network Switch, Auto brightness sensor, GSM router of 12*8 square feet LED wall in Kendrapara Municipality". in the State of Odisha (the "Project") for 5 Years, including signing and submission of all documents and providing information / responses to Kendrapara Municipality representing us in all matters in connection with our bid for the said Project.

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

For (Signature)

(Name, Title and Address)

Accept

..... (Signature)

(Name, Title and Address of the Attorney)

Notes:

- To be executed by the Sole Applicant or all members including the Lead Member in case of a Consortium.
- The mode of execution of Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution / Power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executants(s).

ANNEXURE – 3 (B)

**FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM
(On Non – judicial stamp paper of Rs 100 duly attested by notary public)**

POWER OF ATTORNEY

Whereas the Kendrapara Municipality has invited proposals from the bidders following Installation of 3 nos of Outdoor LED Display –Pixel 6-mm, Audio system smart power distribution unit, LED control System, Management Software with cloud publishing, Live streaming, Mechanical Structure for mounting of LED walls, Desktop PC interface device, Network Switch, Auto brightness sensor, GSM router of 12*8 square feet LED wall in Kendrapara Municipality”.

in the State of Odisha (the "Project") for 5 Years.

Whereas, M/s, M/s

M/s, M/s

(the respective names of the members along with address of their registered offices) have formed a Consortium and are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Proposal (QUOTATION), Agreement and other connected documents in respect of the Project, and

Whereas, it is necessary under the QUOTATION for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project or in the alternative to appoint one of them as the Lead Member who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection with the Consortium's bid for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

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

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney.

Dated this day of 2022. Executants(s)]
(To be executed by all the members in the Consortium and accepted by the Lead Member)

Note:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- *Also wherever required, the executants(s) should submit for verification the extract of the charter documents and documents such as resolution/ Power of attorney in favour of the person executing this Power of attorney for the designation of power hereunder on behalf of the Bidder.*

ANNEXURE - 4

FORMATS FOR JOINT DEED AGREEMENTS

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

FORM OF JOINT DEED AGREEMENT BETWEEN

M/s....., M/s.....,AND M/s.....

Installation of 3 nos of Outdoor LED Display -Pixel 6-mm, Audio system smart power distribution unit, LED control System, Management Software with cloud publishing, Live streaming, Mechanical Structure for mounting of LED walls, Desktop PC interface device, Network Switch, Auto brightness sensor, GSM router of 12*8 square feet LED wall in Kendrapara Municipality".

(The "Project")

THIS Joint Deed Agreement executed on this day of2022 between M/s.a company incorporated under the laws of and having its Registered Office at (hereinafter called the "Partner-1", which expression shall include its successors, executors and permitted assigns) and M/s. a Company incorporated under the laws of and having its Registered Office at(hereinafter called the "Partner-2", which expression shall include its successors, executors and permitted assigns) and M/s. a Company incorporated under the laws of and having its Registered Office at(hereinafter called the "Partner-3", which expression shall include its successors, executors and permitted assigns), (The Bidder Consortium should list the details of all the Consortium Members) for the purpose of making a Bid and entering into an Agreement (in case of award) to be hereinafter referred to as the Operation Agreement, against Bid Document No. (.....) for Supply, Installation, Operation and Maintenance of 20 Nos. of Variable Message Signboard at Identified Locations of Kendrapara City in the State of Odisha (the "Project") for 5 Years and having its Registered Office at Uditnagar, Kendrapara- 754211 (hereinafter called the "Authority").

WHEREAS, the Authority had invited Proposal vide its QUOTATION dated ____ AND WHEREAS the QUOTATION document stipulates that the Bidders qualifying on the strength of a Bidding Consortium will have to submit a legally enforceable Joint Deed Agreement in a format specified by the Authority wherein the Consortium Members have to commit equity investment of a specific percentage in the envisaged Project.

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

In consideration of the above premises and agreements all the partners in this Consortium do hereby mutually agree as follows:

1. In consideration of the Award of the Contract(s) by the KENDRAPARA MUNICIPALITY to the Consortium, we the Members of the Consortium and partners to the Joint Deed Agreement do hereby unequivocally agree that partner (1) (M/s), shall act as the Lead Member as defined in the QUOTATION for self and agent for and on behalf of Partner- 2 and Partner-3 (the names of the partners to be filled in here).
2. The Lead Member is hereby authorized by the Members of Consortium and Partners to the Joint Deed Agreement to bind the Consortium and receive instructions for and on their behalf. It is further understood that the entire execution of the Contract including payment shall be done exclusively by the Lead Member.
3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members, i.e. for both its own liability as well as the liability of other Members.
4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all their respective

equity obligations. Each Consortium Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.

5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the "issued equity share capital of the Project Company" (if such a company is to be established) is/shall be in the following proportion: (if applicable).

Name	Percentage
Partner 1	_____
Partner 2	_____
Partner 3	_____
Total	100%

6. The Lead Member shall inter alia undertake full responsibility for liaising with Lenders and mobilizing debt resources for the Project, achieving financial closure on behalf of the Bidding Consortium.
7. In case of any breach of any of the equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
9. It is further specifically agreed that the financial liability for equity contribution of Lead Member shall, not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of their scope of work or financial commitments.
10. This Joint Deed Agreement shall be construed and interpreted in accordance with the Laws of India and Courts at Kendrapara alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.
11. It is hereby agreed that in case of an award of Contract, the partners to this Joint Deed Agreement do hereby agree that they shall furnish the Performance Guarantee in favour of Kendrapara Municipality (KENDRAPARA MUNICIPALITY), as stipulated in the bidding documents, jointly, on behalf of the Consortium Members, in favour of the KENDRAPARA MUNICIPALITY.
12. It is further expressly agreed that the Joint Deed Agreement shall be irrevocable and shall form an integral part of the Contract and shall remain valid till the term of the Contract unless expressly agreed to the contrary by the KENDRAPARA MUNICIPALITY.
13. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in Bid to the QUOTATION and for the purposes of the Project.
14. It is hereby expressly understood between the partners to this Agreement that neither partner may assign or delegate its rights, duties or obligations under the Contract except with prior written consent of KENDRAPARA MUNICIPALITY.

This Joint Deed Agreement

- A. has been duly executed and delivered on behalf of each Partner hereto and constitutes the legal, valid, binding and enforceable obligation of each such Partner,
- B. sets forth the entire understanding of the Partners hereto with respect to the subject matter hereof;
- C. may not be amended or modified except in writing signed by each of the Partners and with prior written consent of KENDRAPARA MUNICIPALITY.

IN WITNESS WHEREOF, the partners to the joint Deed Agreement have, through their authorized representatives, executed these present and affixed Common Seals of their respective companies on the Day, Month and Year first mentioned above.

For M/s
(Partner 1)

1. Common Seal of M/s

(Signature of the authorized representative)
have been affixed in my/ our presence pursuant to Board/Board of Directors Resolution
Name
dated
Signature.....

Designation

For M/s
(Partner 2)

2. Common Seal of M/s
.....
(Signature of the authorized representative)
have been affixed in my/ our presence pursuant to Board/Board of Directors
Resolution
Name
dated
Signature
Designation.....

For M/s
(Partner 3)

3. Common Seal of M/s
.....
(Signature of the authorized representative)
have been affixed in my/ our presence pursuant to Board/Board of
Directors Resolution
Name
dated
Signature
Designation.....

ANNEXURE – 5
Format of Disclosure
[On the letter head of bidding Company/Each Member in a Bidding Consortium] Disclosure

We hereby declare that the following companies with which we/have direct or indirect relationship are also separately participating in this Bid process as per following details:

Sl. No	Name of the Company	Relationship

In case there is no such company in the column "name of the company" write "Nil".

Further we confirm that we don't have any Conflict of Interest with any other company participating in this bid process.

Signature of
Executive Officer

The above disclosure should be signed and certified as true by the Chief Executive Officer/ Managing Director being full time Director Bidding Company or Member, in case of a Consortium.

ANNEXURE - 6

Format for Affidavit for Non-criminality
(In case of Consortium to be given separately by each member)
(On Non - judicial stamp paper of Rs 100 duly attested by notary public)

1. I, the undersigned, do hereby certify that all the statements made in our proposal are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s nor any of its directors/constituent partners have abandoned any work on Municipal Waste Management in India or any contract awarded to us for such works have been terminated for reasons attributed to us, during last five years prior to the date of this application.
3. The undersigned also hereby certifies that neither our firm M/s nor any of our consortium partner
namely M/s & M/s
..... have abandoned any contract/ work of KENDRAPARA MUNICIPALITY or Govt. of Odisha and or blacklisted by any State/ Central Govt. agencies in participating from any bidding/ tendering process.
4. The undersigned hereby authorize(s) and request(s) any bank, person, firm or Corporation to furnish pertinent information deemed necessary and requested by KENDRAPARA MUNICIPALITY to verify this statement or regarding my (our) competence and general reputation.
5. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the KENDRAPARA MUNICIPALITY.

Signed by an authorized Officer of the Company/firm

Title of Officer

Name of Company/Firm

Date

ANNEXURE – 7

**FORMAT FOR ANTI-COLLUSION CERTIFICATE
(On the letter head of the Lead Member / Sole Applicant)
ANTI-COLLUSION CERTIFICATE**

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

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Date thisDay of 2024.

Name of the Bidder

Signature of the Authorized Person

Name of the Authorized Person

Note:

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

ANNEXURE - 08
Financial Bid format

For Supply, Installation, Operation and Maintenance of Outdoor LED Display at Identified Locations of Kendrapara City in the State of Odisha
(On the letterhead of the Lead Member)

To,

Executive Officer
Kendrapara Municipality,
Kendrapara-754211

Sub: Financial Bid for Installation of 3 nos of Outdoor LED Display - Pixel 6-mm, Audio system smart power distribution unit, LED control System, Management Software with cloud publishing, Live streaming, Mechanical Structure for mounting of LED walls, Desktop PC interface device, Network Switch, Auto brightness sensor, GSM router of 12*8 square feet LED wall in Kendrapara Municipality

Sir,

In pursuant to above and considering the assumptions mentioned in the submitted Annexure in line with the QUOTATION, we are proposing the following:

S I. N o	Item Description	Unit of Measurement (UOM)	Quantity	Quoted Amount per Unit in in Rs.	Total Quoted Amount in Rs.
1	Outdoor LED Display at Different Locations with 6 mm (P6 or Better) Pixel Pitch. Size 12 x 8 sq feet (minimum) with complete hardware including Smart Power Distribution Unit, LED Control System, Auto Brightness Sensor, Communication Interface for wireless connection (4G/5G) and complete accessories.	Nos.	3		
2	Mechanical Structure Dual Pole - 4 Meter Height for LED Display size 3.70 Meter x 2.5 Meter. (Including Pole & Civil Work).	Nos.	3		
3	VMS Applications & SW for all LED Screen, Complete solution Content Management Software with cloud publishing as per specifications.	Set	01		

4	Work Station / Server cost at ICCC - With dual Screen 22 Inch, Intel® Core™ i7-6700 or Better In-built Processor Graphics (GPU): Intel® HD Graphics 530, 4600, or equivalent 8 GB, Minimum 100 GB Partition drive or separate hard drive Minimum - 1 Gigabit network interface card Microsoft® Windows 7 Professional SP1, Windows 8.1, Windows 10 (64bit) Video resolution 1280x1024 pixels, 32 bit 102-key keyboard and mouse.	Set	01		
5	SITC of complete Solutions	Job Work	01		
A	Sub-Total (A)				
1	Operation and Maintenance Cost - 5 Years (Lump-Sum cost along with Insurance) upon Sub-Total (A)	%	(_____)		
2	Network Connectivity Charges - 4G/LTE/5G subscriptions for each screen - 5 Years (Nos. of Screen + 1 for control Room)	Nos.	21		
B	Sub-Total (B)				
C	Total Cost (A+B)				
D	GST on % (_____)				
E	Grand Total (C+D)				

Note: The cost quoted shall be inclusive of all the applicable taxes, manpower, transportation, Civil Works etc.

Date thisDay of 2024.

Name of the Bidder

Signature of the Authorized Person

Name of the Authorized Person

Note:

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

ANNEXURE - 2**TECHNICAL BID FORM****(TO BE SUBMITTED SEPARATELY IN ENVELOPE - 'A')**

1	Name of Bidder	
2	Name of the proprietor/Partner	
3	Address of the firm	
4	Telephone/ Fax No. Email ID	
5	Pan Number (attached photocopy)	
6	Photo copy of GST Registration Certificate (attached photocopy)	
7	Average Annual Turnover during the last preceding three Financial Years of Rs. 50 Lakhs in the form of IT return/ Audited Balance Sheet (Minimum average turnover should be Rs. 50 Lakhs) (attached photocopy)	
8	List of Similar Work Experience as per the Minimum Technical Eligibility (Copy to be attached)	
9	List of Documentary Evidence for Selection Criteria for Supplier of Outdoor Led Display mentioned in the clause and specifications (Copy to be attached)	
10	Details of Tender Paper cost of Rs.10000/-	a) Name of Bank b) Bank Draft No. & Date c) Amount:
11	Details of EMD of Rs.1% of Quoted Rate	a) Name of Bank b) Bank Draft No./ TDR No. & Date c) Amount:

Note: Submission of documentary proof for the entire above Qualifying Requirement is mandatory. In case of absence of documentary proof the bid is liable to be rejected. KENDRAPARA MUNICIPALITY may demand original documents for verification.

Date:
Place:

Authorized Signatory

Name _____

Designation _____