

**H.P. STATE ELECTRONICS DEVELOPMENT CORPORATION LTD.
(A Unit of H.P. Government Undertaking)**



**e-Tender
for
Selection of Concessionaire for Design, Supply, Installation,
Commissioning, Operation & Maintenance of Outdoor LED Videowall
Network across Himachal Pradesh under Zero Cost Revenue Sharing
Concession Model.**

E-Tender No: HPSEDC/LED-VW/2K26-2452

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<https://hptenders.gov.in>

05/08/2026

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SECTION 1

NOTICE INVITING TENDER (NIT) & DEFINITIONS

1. NOTICE INVITING TENDER (NIT)

1.1 Tender Notice

H.P. State Electronics Development Corporation Limited (HPSEDC), a Government of Himachal Pradesh Undertaking, on behalf of the Directorate of Information & Public Relations (I&PR), Government of Himachal Pradesh, invites online electronic bids for Selection of Concessionaire for Design, Engineering, Supply, Installation, Commissioning, Operation & Maintenance of Outdoor LED Videowall Network across Himachal Pradesh under Zero Cost Revenue Sharing Concession Model under **Two-Bid System (Technical Bid and Commercial Bid)**.

The Press e-Tender Notice shall be published in two daily newspapers. The detailed e-Tender document contained in following sections has been prepared to elaborate all techno-commercial conditions of this tender. In case of any discrepancy between the Press Advertisement and detailed provisions of this Tender Document, the latter will prevail. For any further changes (if any, based on feedback/ queries from any quarter and pre-bid meeting) in this tender document, please see its updated version/corrigendum on www.hpsedc.in and <https://hptenders.gov.in>.

The e-tender is invited from eligible Original Equipment Manufacturers (OEMs), Authorized System Integrators (SIs), Consortiums (if permitted), or other eligible entities for the selection of a **Concessionaire** for the Design, Engineering, Supply, Installation, Testing, Commissioning, Operation and Maintenance of Outdoor LED Videowalls across Himachal Pradesh on a **Design-Build-Finance-Operate-Maintain (DBFOM) Concession Model**.

The successful bidder shall make the entire investment required for implementation of the project, including civil works, structural works, electrical works, networking, software, operations and maintenance, insurance, statutory approvals, and all other associated costs during the concession period.

No capital expenditure (CAPEX) or operational expenditure (OPEX) shall be borne by HPSEDC or the Directorate of Information & Public Relations.

In consideration of the investment made by the Concessionaire, the successful bidder shall be granted the right to commercially utilize the approved advertisement inventory of the installed LED Videowalls during the concession period, subject to the terms and conditions of this RFP and the Concession Agreement.

The Directorate of Information & Public Relations shall receive a predefined percentage of advertisement inventory free of cost for dissemination of Government

advertisements, public awareness campaigns, emergency notifications, and other public interest information.

1.2 Schedule of the Tender Process

S. No.	Information	Details
1.	RFP No. and Date	No: HPSEDC/LED-VW/2K26-2452 Date: 05/08/2026
2.	Last Date for submission of pre-bid queries	Pre-Bid queries will only be accepted upto 12/08/2026 till 5PM through email and no query will be entertained after 12/08/2026 through e-mail (procurement@hpsedc.in)
3.	Pre-Bid Meeting	Pre-Bid meeting will also be held on 13/08/2026 at 11:30AM through video conference. Video Conferencing link is as under: https://meet.google.com/owv-bqoe-qbg
4.	Price of Tender Document	Rs. 5000/-
5.	Earnest Money Deposit	Rs. 80,00,000/-
6.	Bid validity period	180 days from the last date (deadline) for submission of e-Tenders.
7.	Bid submission start date	19/08/2026, (11:00 AM)
8.	Bid submission End date	02/09/2026 (02:30 PM)
9.	Opening of e-Tenders Bids	03/09/2026 (2:30 PM)
10.	Tender Download Site	www.hpsedc.in & https://hptenders.gov.in
11.	Venue	H.P. State Electronics Development Corporation Ltd., 1 st Floor, I.T. Bhawan, Mehli, Shimla-171013, H.P.

Note: If Price of Tender document and EMD, is deposited through RTGS, then kindly select DD & fill RTGS No. in available columns on e-Procurement Portal and upload the copy of RTGS receipt.

- i. Eligibility-cum-Technical Bids shall be opened initially and eligibility documents will be evaluated.
- ii. Thereafter Technical Bids of Eligible Bidders shall be evaluated.
- iii. Commercial Bids of Eligible and Technically qualified bidders will be opened thereafter.

***** Any corrigendum, modifications, changes related to this tender before the day of bid submission shall be notified on website www.hpsedc.in or <https://hptenders.gov.in> only.***

Notwithstanding anything else contained to the contrary in this Tender Document, the Managing Director, H.P. State Electronics Development Corporation Ltd., Shimla reserves the right to cancel/withdraw/ modify fully or partially the “Invitation for Bids” or to reject one or more of the bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

1.3 Employer

H.P. State Electronics Development Corporation Limited (HPSEDC)
(On behalf of Directorate of Information & Public Relations, Government of Himachal Pradesh)

1.4 Project Objective

The primary objective of this project is to establish a modern, reliable and centrally managed Digital Outdoor Information Network across the State of Himachal Pradesh for dissemination of Government information and public awareness campaigns while enabling sustainable private sector participation through a concession-based revenue generation model.

The project aims to:

- establish digital public communication infrastructure throughout the State;
- provide uninterrupted Government communication capability;
- improve dissemination of public welfare information;
- create a financially sustainable deployment model without Government capital investment;
- encourage private investment in public infrastructure;
- ensure professional operation and maintenance throughout the concession period;
- promote digital governance and citizen engagement.

1.5 Project Overview

The proposed project consists of deployment of approximately **166 Outdoor Full Colour LED Videowalls** at identified locations throughout Himachal Pradesh.

The Concessionaire shall be responsible for:

- Detailed Site Survey
- Engineering Design
- Structural Design
- Civil Foundation
- Fabrication of Structures
- Supply of LED Videowalls
- Electrical Works

- Earthing
- Lightning Protection
- UPS
- Networking
- Central Content Management System
- Installation
- Testing
- Commissioning
- Insurance
- Preventive Maintenance
- Corrective Maintenance
- Asset Replacement
- Electricity Charges
- Internet Connectivity
- Software Licensing
- Statutory Approvals
- Advertisement Operations
- Revenue Collection

1.6 Concession Model

The Project shall be implemented under a **Design-Build-Finance-Operate-Maintain (DBFOM)** concession framework.

The salient features are:

- Government shall not incur any capital expenditure.
- Government shall not incur any operational expenditure.
- Government shall provide identified installation locations, wherever available and feasible.
- The Concessionaire shall bear 100% CAPEX and OPEX.
- The Concessionaire shall maintain all assets throughout the concession period.
- The Concessionaire shall have the right to commercially exploit the approved advertisement inventory.
- Government shall receive free advertisement inventory as discovered through the bidding process.
- Ownership, handback, renewal or removal of assets shall be governed by the Concession Agreement.

1.7 Estimated Project Size

- Approximate Number of Videowalls: **166**
- Approximate Locations: **83 Sub-Divisions of Himachal Pradesh**
- The quantities are indicative only and may increase or decrease at the discretion of HPSEDC.

1.8 Concession Period

The concession period shall be **Five (5) Years** from the date of successful commissioning of the last videowall.

The concession period may be extended by the Government on mutually agreed terms subject to satisfactory performance of the Concessionaire.

1.9 Bid Evaluation

The selection shall be carried out in five stages:

Stage	Description
Stage I	Preliminary Scrutiny & Responsiveness Check
Stage II	Pre-Qualification (Eligibility) Evaluation
Stage III	Technical Evaluation
Stage IV	Commercial Evaluation
Stage V	Verification & Award Recommendation

Only technically qualified bidders shall be considered for Commercial Evaluation.

The Commercial Bid shall be evaluated on the basis of the highest percentage of guaranteed Government advertisement inventory offered by the bidder, subject to compliance with the provisions of this RFP.

1.10 Right of HPSEDC

HPSEDC reserves the absolute right to:

- reject any or all bids;
- annul the tender process;
- modify the scope of work;
- cancel the tender;
- invite fresh bids;
- negotiate wherever permissible under applicable procurement rules;

No bidder shall have any claim against HPSEDC arising out of such decisions.

2. DEFINITIONS

Unless the context otherwise requires, the following words and expressions shall have the meanings assigned below.

TERM	DEFINITION
Authority	Means Directorate of Information & Public Relations, Government of Himachal Pradesh.
Purchaser	Means H.P. State Electronics Development Corporation Limited (HPSEDC) acting as the Procurement Agency
Bid	Means the proposal submitted by a bidder in response to this RFP.
Bidder	Means any eligible entity submitting a bid.
Concessionaire	Means the successful bidder with whom the Concession Agreement is executed.
Concession Agreement	Means the agreement executed between HPSEDC and the Concessionaire governing implementation of the project.
Commercial Advertisement	Means advertisements displayed for commercial consideration by private entities.
Government Advertisement	Means advertisements, campaigns, notices, awareness programmes or emergency information issued by Government.
Advertisement Inventory	Means the total available display time on all videowalls during operational hours.
Operational Hours	Means the period during which the videowalls are required to remain operational as specified in this RFP.
Emergency Broadcast	Means any content directed by Government for immediate dissemination relating to disaster management, law and order, public safety, health emergencies, elections or any other matter of public importance.
CAPEX	Means all capital expenditure incurred by the Concessionaire for implementation of the Project.
OPEX	Means all recurring operational expenditure including electricity, internet connectivity, maintenance, manpower, software licenses, insurance and other operational expenses.
CMS	Means Centralized Content Management System used for monitoring and controlling all videowalls.
Project Assets	Means all civil, structural, electrical, electronic, networking and software assets installed under this Project.
Commissioning	Means successful completion of installation, testing and acceptance of a videowall by HPSEDC.
Force Majeure	Means any event beyond the reasonable control of either

	Party, including natural disasters, war, riots, epidemic, pandemic, acts of Government, or other events specified in the Concession Agreement.
Day	Means a calendar day unless specifically stated otherwise.
Month	Means a calendar month.
Applicable Law	Means all Acts, Rules, Regulations, Notifications, Orders, Circulars and Guidelines issued by the Government of India, Government of Himachal Pradesh or any competent statutory authority applicable to the Project.

SECTION 2

INSTRUCTIONS TO BIDDERS (ITB)

2.1 General

These Instructions to Bidders (ITB) govern the preparation, submission, evaluation, and award of bids for selection of the Concessionaire for the Design, Build, Finance, Operate and Maintain (DBFOM) of Outdoor LED Videowalls under a Zero-Cost Concession Model.

Submission of a bid shall be deemed to constitute unconditional acceptance of all provisions of this RFP and the Draft Concession Agreement.

2.2 Eligibility of Bidders

The Bidder shall satisfy all eligibility criteria specified in this RFP.

Unless otherwise permitted in the Bid Data Sheet, the Bidder shall be:

- An Indian Company registered under the Companies Act, 2013 or Companies Act, 1956;
- A Limited Liability Partnership (LLP) registered in India;
- A Partnership Firm registered under the Partnership Act, 1932;
- A Consortium, if expressly permitted under this RFP.

The Bidder shall possess all statutory registrations required for execution of the Project.

2.3 Consortium

Where consortium bidding is permitted:

- Maximum members shall be two.
- One member shall be designated as Lead Member.
- Lead Member shall hold at least 51% participation.
- Consortium composition shall not be altered after bid submission without prior written approval of HPSEDC.
- All consortium members shall be jointly and severally liable.

2.4 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, including but not limited to the costs associated with the following listed below. H.P. State Electronics Development Corporation Ltd., Shimla (hereinafter referred to

as the 'Purchaser' or “HPSEDC” in short) will in no case be responsible or liable for these costs, whether or not the Bid is finally accepted.

- Preparation of Bid
- Site Visits
- Surveys
- Technical Studies
- Demonstrations
- Presentations
- Travel
- Legal Consultation
- Financial Modelling

2.5 Site Visit

Bidders are encouraged to visit the proposed locations before submission of bids. The Bidder shall independently assess:

- Accessibility
- Electrical Infrastructure
- Communication Connectivity
- Foundation Requirements
- Environmental Conditions
- Traffic Visibility
- Advertisement Potential
- Safety Requirements

Submission of Bid shall imply that the Bidder has satisfied itself regarding site conditions.

2.6 Clarifications on RFP

Any clarification shall be sought only through the e-procurement portal or official email specified in the NIT. Clarifications sought after the prescribed date shall not be entertained.

Replies issued by HPSEDC shall form part of the RFP. The clarifications/ changes in tender document/ corrigendum can be uploaded by giving up to 7 days for bid submission.

2.7 Pre-Bid Meeting

A Pre-Bid Meeting shall be conducted on the date specified in the NIT.

The pre-bid queries must be submitted in the following format in excel sheet through email at procurement@hpsedc.in

S.No	Page No.	Section of RFP	Point of clarification required as per RFP	Requested clarification/ Suggested Changes	Remarks/ Justification

HPSEDC may:

- clarify provisions of the RFP;
- record suggestions from bidders;
- issue corrigenda or amendments, if required.

No verbal clarification shall be binding unless incorporated through an official Corrigendum.

2.8 Amendments

2.8.1 Amendment of RFP

HPSEDC reserves the right to amend the RFP at any time before the Bid Submission Deadline. Such amendments shall be published on the e-procurement portal and shall form an integral part of the RFP. Where necessary, HPSEDC may extend the Bid Submission Date.

2.8.2 Amendment of Bids

Bids once submitted cannot be amended. However, in some circumstances (such as major anomaly in the technical specifications/ requirements having a major impact on pricing), the Purchaser may decide to take fresh bids from all the Bidders before actually opening of the Commercial Bids.

In order to afford prospective Bidders reasonable time to make amendment in their bids, the Purchaser may, at his discretion, extend the deadline for the submission of bids. However, no such request in this regard shall be binding on the Purchaser.

2.9 Language of Bid

The Bid and all correspondence shall be in English. The Bid will be prepared by the Bidder in English language only. All the documents relating to the Bid (including brochures) supplied by the Bidder should also be in English and the correspondence between the Bidder & Purchaser will be in English Language only. Documents in any other language shall be accompanied by certified English translations. The correspondence by E-mail must be subsequently confirmed by a duly signed copy (unless already signed digitally).

2.10 Currency

All financial information shall be expressed in Indian Rupees (INR).

2.11 Bid Validity

2.11.1 For the purpose of placing the order, the Bids shall remain valid for at least 180 days after the date of bid opening. A bid valid for a shorter period may be rejected by the Purchaser as being non-responsive. During the period of validity of Bids, the rates quoted shall not change. However, in case of general fall in prices of a product in the IT/ Electronics Industry before despatch of goods, such a reduction shall be passed on to the Purchaser after mutual negotiations.

2.11.2 In exceptional circumstances, the Purchaser may ask for extension of the period of validity and such a request shall be binding on the Bidder. The Purchaser's request and the response to such a request by various Bidders shall be in writing. A Bidder agreeing to such an extension will not be permitted to increase its rates.

2.12 Earnest Money Deposit (EMD)

Each Bidder shall furnish an Earnest Money Deposit/ bid security, aspart of its bid in the form specified in the NIT. Any bid submitted without bid security or with the lesser bid amount, as indicated below may be rejected being non-responsive.

- The Bid Security shall be submitted online through HP Govt. e-Procurement Portal i.e. <https://hptender.gov.in> .
- The EMD of unsuccessful bidders shall be refunded without interest.
- The successful bidder's Bid Security shall be discharged to the bidder upon finalization of the Rate Contract/ Tender and signing of the agreement.
- No interest will be payable by the Purchaser on the above-mentioned Bid Security.

The EMD may be forfeited if:

- the Bid is withdrawn during the validity period;
- During the tendering process, if a Bidder indulges in any such activity as would jeopardise or unnecessarily delay the tender process. The decision of the Purchaser regarding forfeiture of the Bid Security/EMD shall be final & shall not be called upon question under any circumstances.
- false information is submitted;
- the successful Bidder fails to sign the Concession Agreement;
- the successful Bidder fails to furnish the Performance Security.
- the successful bidder violates any of such important conditions of this tender document or indulges in any such activity as would jeopardise the interest of the Purchaser. The decision of the Purchaser regarding forfeiture of the Bid Security shall be final & shall not be called upon question under any circumstances.

2.13 Performance Security

The Successful Bidder shall furnish a Performance Bank Guarantee (PBG) within the stipulated period after issuance of the Letter of Award. The PBG shall remain valid throughout the concession period together with the prescribed claim period. Failure to furnish the PBG shall result in cancellation of the award and forfeiture of the EMD.

- a. After 'award of work order/ supply order', the successful bidder/ Supplier shall initially furnish a 3% Performance Bank Guarantee of total order value valid for T+3 months (where T refers to the duration of the work order/ contract period) to safeguard the purchaser against timely delivery/installation and maintenance of ordered equipment during the currency of the contract.
 - In case of subsequent supply orders then 3% amount of each supply order will be deducted as PBG from due payment from bidder & same will be released after expiry of the warranty period or bidder has an option to submit additional PBG against the supply order.
 - EMD of successful bidder(s) will only be released after finalization of the Tender and signing of agreement.
- b. The proceeds of the Performance Bank Guarantee/ additional Performance Bank Guarantee as Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete his obligations under the Contract. The Purchaser may claim such compensation in addition to initiating any other legal proceedings.
- c. The Performance Bank Guarantee shall be given in one of the following forms:
 - An irrevocable and unconditional Bank Guarantee in favour of the Purchaser issued by a Nationalised/schedule bank in a format given by the Purchaser. This Bank Guarantee should be of a sufficient duration to cover the risk of the Purchaser.
 - The Performance Bank Guarantee, regarding delivery & installation will be discharged by the Purchaser and returned to the Supplier not later than 30 days following the date of completion of the Supplier's performance related obligations, under the Contract (excluding after sales maintenance for which separate performance guarantee has been taken).

2.14 Contents of Technical Bid

The Technical Bid shall include, inter alia:

- Covering Letter
- Power of Attorney
- Certificate of Incorporation
- GST Registration
- PAN
- Audited Financial Statements

- Turnover Certificate
- Net Worth Certificate
- Solvency Certificate
- OEM Authorization
- Project Experience
- Completion Certificates
- Client References
- Technical Compliance Sheet
- Organization Structure
- Project Methodology
- Deployment Schedule
- Maintenance Plan
- Risk Management Plan
- Declaration of Non-Blacklisting
- Litigation Statement
- Integrity Declaration
- Any other document specified in this RFP.

2.15 Contents of Commercial Bid

The Commercial Bid shall contain only:

- Guaranteed Government Advertisement Inventory (%)
- Any other commercial schedules specified in the RFP.

No financial condition shall be inserted in the Technical Bid.

2.16 Submission of Bids

Bidder(s) shall submit their bids only on online e-procurement portal www.hptenders.gov.in. All the instructions regarding e-bids submission are also available on www.hptenders.gov.in. Late bids shall not be accepted. Incomplete bids shall be liable for rejection.

2.16.1 Deadline for Submission of Bids:

- Bids will be online submitted/uploaded on e-procurement portal <https://hptenders.gov.in> on or before the deadline mentioned on the e-portal.
- The Purchaser may, at its discretion, extend this deadline as per Para 2.8. The Purchaser may also extend this deadline for any other administrative reason.

2.16.2 Bids not submitted online:

Any bid not submitted/uploaded through e-portal will not be received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, as per clause 2.16.1, will be rejected.

2.16.3 Modification and Withdrawal of Bids:

- E-bids can be modified upto last date & time has not been closed by e-procurement system.
- E-Bids cannot be withdrawn in the interval after its submission of bids and before the expiry of Bid's validity specified by the Purchaser. Withdrawal of Bid during this interval may result in the forfeiture of Bidder's Bid security pursuant to clause 2.12.

2.17 Opening of Bids

- The e-Bids shall be opened on the date and time already described in the tender/e-portal or on any other later day and time fixed in the NIT/ corrigendum or other enabling provisions in this behalf, in H.P State Electronics Development Corporation Ltd, First Floor, IT Bhawan, Mehli, Shimla-13 (H.P.) in the presence of representatives of the Bidders who may choose to attend the proceedings. The representatives of Bidders will sign a register in evidence of their presence.
- In order to assist in the examination, evaluation and comparison of Bids, the Purchaser may at its discretion ask the Bidder for a clarification regarding its Bid. The clarification shall be given in writing, but no change in the price or substance of the Bid shall be sought, offered or permitted.
- The document containing bid security will be opened and checked at the time of determining eligibility of the bidders at the time of eligibility bid opening.
- In the first instance, eligibility and technical bid documents uploaded on the e-portal will be opened and evaluated for eligibility of each Bidder will be ascertained. Technical Bids of only those Bidders shall be evaluated who are found to be eligible as per the criteria laid down in the NIT and submitted bid security and tender cost. However, such Bids can be rejected subsequently, if it is found that the bidder has claimed eligibility on false grounds.
- the Purchaser reserves the right of giving minor relaxation, if a particular Bidder is not able to exactly match the specifications given in the document, provided that such a minor deficiency does not substantially reduce the performance level and is suitably compensated by some extra feature in the product. Therefore, all Bidders must indicate in the Fact Sheets, deviations, if any, extra features offered by them. The decision of the Purchaser about giving minor relaxation shall be final and shall not be called upon question under any circumstances.
- The evaluation committee, if so desire may ask for the demonstration of the quoted solution/products, for which sufficient time will be given for arranging demonstration.
- Commercial Bids of only those Bidders will be opened who are found substantially responsive and technically qualified. The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself and not on any extrinsic evidence. However, while determining the responsiveness of various Bidders the Purchaser may waive off any minor

infirmity, which does not constitute a material deviation. The decision of the Purchaser in this regard shall be final.

- A Bid determined as not substantially responsive will be rejected by the Purchaser. Such a Bid will not be normally allowed to be made responsive subsequently by way of correction/ modification.
- No change in the substance of the Bid shall be permitted.

2.18 Preliminary Examination

HPSEDC shall examine whether:

- Bid is complete;
- Bid is properly signed;
- EMD has been furnished;
- Required documents are enclosed;
- Eligibility conditions are satisfied.

Bids failing preliminary examination may be rejected.

2.19 Technical Evaluation

Only bidders satisfying eligibility requirements shall be considered for Technical Evaluation. The evaluation shall be based on:

- Organizational Capability
- Financial Strength
- Similar Project Experience
- Technical Compliance
- Implementation Methodology
- Operations & Maintenance Plan
- Demonstration of Proposed Solution
- CMS Capabilities
- Local Support Infrastructure
- Risk Mitigation Strategy

The minimum qualifying score shall be specified in the Bid Data Sheet.

2.20 Commercial Evaluation

Commercial evaluation shall be undertaken only for technically qualified bidders.

The bidder offering the **highest guaranteed Government Advertisement Inventory (%)**, subject to the minimum prescribed threshold, shall be ranked **H1 (Highest Offer)**.

For the purpose of this concession-based procurement, the bidder ranked H1 shall be treated as the successful bidder, subject to approval of the Competent Authority.

2.21 Abnormally High Offers

Where HPSEDC considers a quoted advertisement inventory to be commercially unrealistic or unsustainable, it may require the bidder to submit detailed financial justification demonstrating the long-term viability of the proposed concession model.

Failure to satisfactorily justify such offer may result in rejection of the bid.

2.22 Clarification of Bids

During evaluation, HPSEDC may seek written clarifications.

No bidder shall be permitted to modify:

- Advertisement Inventory;
- Technical Offer;
- Eligibility Documents;
- Financial Commitments.

2.23 Negotiation

HPSEDC reserves the right to negotiate with the successful bidder where permissible under applicable procurement rules and Government policy.

The Purchaser may finalise the Tender & award the Contract without any negotiations, if it is satisfied with reasonableness & workability of the offers. Therefore, the bidders are advised to quote best possible economical rates in the first instance only.

During the negotiations on prices & other related terms/conditions, prevalent worldwide street-prices of such product, prices finalised in bids of similar size on GEM portal/Other State Government Rate Contract etc. will be kept in mind. The scope of negotiations may also include precise modus-operandi of after-sales service, mode of delivery, system integration and price of add-ons & consumables etc.

2.24 Letter of Award (LoA)

Following approval of the competent authority, HPSEDC shall issue a Letter of Award to the successful bidder. The successful bidder shall acknowledge acceptance within the stipulated period.

The liability of the supplier(s) to deliver the Goods and perform the services will commence from the “date of Notification of Award”. The Delivery Period/ Commencement of work shall be counted from the date of 'Placing the Supply Order'.

Upon the successful Bidders' furnishing of performance security, the purchaser will promptly notify each unsuccessful Bidder and will refund their Bid Security

2.25 Signing of Concession Agreement

- The successful bidder shall execute the Concession Tripartite Agreement on mutually agreed terms for efficacious implementation of the order within 15 days after issue of the Letter of Award.
- Failure to execute the Agreement shall constitute an Event of Default.

2.26 Confidentiality

- Bidders shall maintain confidentiality of all information supplied by HPSEDC.
- Such information shall not be disclosed without prior written consent except where required by law.

2.27 Conflict of Interest

A Bidder shall be deemed to have a conflict of interest if it:

- participates through multiple entities;
- submits more than one bid;
- attempts to influence the evaluation process;
- provides misleading information.

HPSEDC reserves the right to reject such bids.

2.28 Fraud and Corrupt Practices

- The Bidder shall observe the highest standards of integrity.
- HPSEDC may reject or terminate a bid where fraudulent, collusive, coercive, undesirable or corrupt practices are established.

2.29 Right to Accept or Reject

HPSEDC reserves the right to:

- accept any bid;
- reject any bid;
- reject all bids;
- cancel the bidding process;
- invite fresh bids;

- modify the scope of work.

No bidder shall have any claim arising from such decisions.

2.30 Governing Law

The bidding process shall be governed by:

- General Financial Rules (GFR), 2017, as amended;
- Himachal Pradesh Financial Rules (HPFR), where applicable;
- Manual for Procurement of Goods, Government of India;
- Applicable Government of Himachal Pradesh procurement instructions;
- Other applicable laws and regulations.

2.31 Jurisdiction

Courts located at Shimla, Himachal Pradesh shall have exclusive jurisdiction over matters arising from the bidding process, subject to the arbitration provisions contained in the Concession Agreement.

SECTION 3

ELIGIBILITY CRITERIA & PRE-QUALIFICATION REQUIREMENTS

3.1 Objective

The objective of the Pre-Qualification (PQ) stage is to identify technically competent, financially sound and experienced bidders capable of successfully implementing, operating and maintaining the Outdoor LED Videowall Network during the entire concession period.

Only bidders satisfying all mandatory eligibility requirements shall be considered for Technical Evaluation.

3.2 Eligibility Criteria

ELIGIBILITY CRITERIA	DOCUMENTS TO BE SUBMITTED
GENERAL ELIGIBILITY	
The Bidder shall: • be a legal entity registered in India; • have been in operation for at least five (5) years as on the Bid Due Date; • possess valid PAN and GST registration; • possess all statutory registrations required for execution of the Project; • not be under liquidation, insolvency or bankruptcy proceedings; • not be debarred or blacklisted by any Central Government Ministry, State Government, PSU or statutory authority on the Bid Due Date.	• Certificate of Incorporation • PAN • GST Registration • Declaration regarding non-insolvency • Declaration regarding non-blacklisting
CONSORTIUM ELIGIBILITY (IF PERMITTED)	
Where consortium participation is permitted: • Maximum two members. • One member shall be designated as Lead Member. • Lead Member shall hold minimum 51% equity. • Consortium Agreement shall be submitted. • Members shall be jointly and severally liable. • Consortium composition shall not change without approval of HPSEDC.	• Consortium Agreement • Power of Attorney • Board Resolution
FINANCIAL ELIGIBILITY	
Average Annual Turnover:	• Audited Financial

The Bidder shall have an average annual turnover of not less than Rs 10 Crore during the last three completed financial years. For consortiums, only the Lead Member's turnover shall be considered unless otherwise specified.	Statements/ Balance Sheets - Chartered Accountant Certificate (UDIN)
Positive Net worth: The Bidder shall have positive net worth in each of the last three financial years.	- Audited Financial Statements/ Balance Sheets - Chartered Accountant Certificate (UDIN)
Solvency: The Bidder shall furnish a Solvency Certificate issued by a Scheduled Commercial Bank for not less than Rs 5 Crore, issued within six months preceding the Bid Due Date.	Solvency Certificate issued by scheduled commercial bank to be submitted.
Working Capital The Bidder shall demonstrate adequate financial capacity to implement the Project, either through internal accruals, sanctioned credit facilities, or bank commitments.	- Banker Certificate - Credit Sanction Letter (if applicable)
OEM ELIGIBILITY	
The proposed LED Display Manufacturer shall have at least five years' manufacturing experience	Relevant documentation to be submitted.
The proposed LED Display Manufacturer shall have average annual turnover of at least Rs50 Crore during the last three financial years.	- Audited Financial Statements/ Balance Sheets. - Chartered Accountant Certificate (UDIN)
The proposed LED Display Manufacturer shall have supplied outdoor LED displays in India	
If bidder is authorized reseller, then the proposed LED Display Manufacturer shall provide Manufacturer's Authorization Form (MAF).	OEM Authorization to be submitted
The proposed LED Display Manufacturer shall certify that the proposed product is not End-of-Life (EOL) or End-of-Support (EOS) for at least seven years from commissioning.	Product Lifecycle Declaration on OEM letter head to be submitted.
SIMILAR PROJECT EXPERIENCE	
The Bidder shall have successfully completed any one	- Work Orders - Completion Certificates

of the following during the last seven years: • Three projects of similar nature each costing a minimum ofRs 5 Crore; OR • Two projects each costing a minimum of Rs10 Crore; OR • One project costing a minimum ofRs 20 Crore. Similar projects shall include one or more of the following: • Outdoor LED Videowall Networks • Digital Signage Networks • Smart City Display Systems • Intelligent Traffic Display Systems • Airport Display Systems • Metro Display Systems • Large-scale Outdoor Electronic Display Infrastructure	• Client Performance Certificates
OPERATIONS & MAINTENANCE EXPERIENCE	
The Bidder shall have experience in operation and maintenance of outdoor electronic display infrastructure for a minimum period of three years.	• O&M Contracts • Performance Certificates
ADVERTISEMENT / DIGITAL MEDIA EXPERIENCE	
Considering that the Project is concession-based and revenue is generated through advertisements, the Bidder or its consortium member shall have demonstrable experience in one or more of the following: • Digital Out-of-Home (DOOH) Advertising; • Outdoor Media Operations; • Advertisement Inventory Management; • Digital Display Advertisement Networks.	• Client Certificates • Contracts • Revenue Certificates • Self-certification supported by documentary evidence
LOCAL SERVICE SUPPORT	
The Bidder shall establish and maintain a service support office within Himachal Pradesh throughout the concession period. The office shall include: • Resident Service Engineer(s)	Relevant documentation to be submitted

• Spare Inventory • Complaint Management Facility • Escalation Matrix Undertaking to establish such office prior to commissioning shall be acceptable where one does not already exist.	
TECHNICAL PERSONNEL	
The Bidder shall have access to qualified personnel including: • Project Manager • Structural Engineer • Electrical Engineer • Network Engineer • CMS Administrator • Safety Officer • Service Engineers	Curriculum Vitae (CVs) of key personnel shall be submitted.
STATUTORY COMPLIANCE	
The Bidder shall comply with all applicable laws relating to: • Labour • EPF • ESI • GST • Professional Tax • Building Safety • Electricity • Environmental Protection • Advertisement Regulations	Undertaking for the same shall be submitted by the bidder
Litigation History The Bidder shall disclose all pending litigation involving Government contracts exceeding Rs1 Crore. HPSEDC reserves the right to assess the impact of such litigation.	• Litigation Statement • Self-Certification
Blacklisting: The Bidder shall submit an affidavit confirming that neither the Bidder nor the OEM has been blacklisted or debarred by any Government Department, PSU, Autonomous Body or Statutory Authority as on the Bid Due Date. Submission of false declaration shall result in rejection of the Bid and forfeiture of EMD.	Affidavit to be submitted.

Conflict of Interest: The Bidder shall disclose any actual or potential conflict of interest. Failure to disclose may lead to rejection of the Bid.	Relevant declaration/ supporting documents to be submitted
Mandatory Declarations The following declarations shall be submitted: • Acceptance of RFP Conditions • Acceptance of Draft Concession Agreement • Integrity Declaration • Non-Blacklisting Declaration • No Conflict of Interest • No Insolvency Declaration • Litigation Disclosure • Compliance with Applicable Laws	Declarations for each to be submitted by bidder duly signed and stamped.

NOTE:

Exemption, if any in evaluation criteria or any other terms & conditions of this document, will be as per Notification No. 4-Ind/SP/Misc/F/6-10/4/80-Vol-V dated 16.05.2020 issued by Controller of Stores Himachal Pradesh or any other orders issued by Govt. of Himachal Pradesh in case the committee deems it fit.

Either OEM or its authorized reseller only can participate in the bid/tender and if both participate in the bid/tender, then the bid of both bidders will not be considered, and both the bids would be technically disqualified. If the OEM authorizes more than one reseller, all the bids of the participating resellers shall be deemed disqualified.

3.3 Preliminary Responsiveness Check

The following shall be examined before detailed evaluation:

Sl. No.	Requirement	Status
1	Bid submitted before due date	Yes/No
2	EMD furnished	Yes/No
3	Bid signed by Authorized Signatory	Yes/No
4	Power of Attorney enclosed	Yes/No
5	Technical Bid complete	Yes/No
6	Commercial Bid submitted separately	Yes/No
7	All mandatory forms enclosed	Yes/No

Any material deficiency may render the Bid non-responsive.

3.4 Disqualification

A Bid shall be liable for rejection if:

- eligibility criteria are not met;
- false information is furnished;
- required documents are missing;
- bidder is blacklisted;
- EMD is not furnished;
- bid is conditional;
- commercial information is included in the Technical Bid;
- bidder attempts to influence the evaluation process.

3.5 Reservation of Rights

HPSEDC reserves the right to:

- verify any information submitted by the Bidder;
- seek clarification or additional documents;
- conduct site visits or reference checks;
- independently verify financial information;
- reject any Bid found to contain false or misleading information.

The decision of HPSEDC in this regard shall be final and binding.

SECTION 4

BID EVALUATION METHODOLOGY (TECHNICAL & COMMERCIAL EVALUATION)

4.1 Objective

The objective of the evaluation process is to select the Bidder who demonstrates the best combination of technical capability, financial strength, implementation capacity and commercially sustainable concession offer for successful execution of the Project.

The evaluation process shall be transparent, fair, competitive and in accordance with applicable procurement rules.

4.2 Evaluation Stages

The bids shall be evaluated in the following stages:

Stage	Description
Stage I	Preliminary Scrutiny & Responsiveness Check
Stage II	Pre-Qualification (Eligibility) Evaluation
Stage III	Technical Evaluation
Stage IV	Commercial Evaluation
Stage V	Verification & Award Recommendation

Only bidders successfully qualifying each stage shall proceed to the subsequent stage.

STAGE I – PRELIMINARY SCRUTINY

4.3 Preliminary Examination

HPSEDC shall examine whether:

- Bid has been submitted within the prescribed time.
- EMD has been furnished.
- Bid has been digitally signed.
- Required documents have been uploaded.
- Bid is complete in all respects.
- Bid is unconditional.
- Bid validity complies with the RFP.

Any materially non-responsive Bid shall be rejected.

STAGE II – PRE-QUALIFICATION EVALUATION

4.4 Eligibility Verification

The Bid Evaluation Committee shall verify compliance with all eligibility requirements specified under Section 3.

Verification shall include:

- Corporate Eligibility
- Financial Capacity
- Similar Project Experience
- OEM Eligibility
- Advertisement/Media Capability (where applicable)
- Local Service Support
- Litigation
- Blacklisting
- Statutory Compliance

Only bidders meeting all mandatory eligibility conditions shall qualify.

STAGE III – TECHNICAL EVALUATION

4.5 Technical Evaluation

- The Technical Proposal shall be evaluated out of **100 marks**.
- The minimum qualifying score shall be **75 marks**.
- Only bidders securing at least 75 marks shall qualify for Commercial Evaluation.

4.6 Technical Evaluation Matrix

Sl. No.	Evaluation Parameter	Evaluation Criteria	Documents Required	Maximum Marks
1	Organization & Financial Strength	• Turnover • Net Worth • Financial Stability • Solvency • Funding Capacity		10
		<i>Average turnover ₹15-30 Cr (10 marks)</i> <i>Average turnover >₹30 Cr (20 marks)</i>	<i>Audited Financial Statements + CA certificate</i>	20
2	Experience in Similar Projects	• Number of completed projects • Project value • Government/PSU experience • Complexity		15

		Client Performance Certificates		
		<i>Each project cost should be a minimum of Rs 5 Cr</i> <i>2 eligible projects (15 marks)</i> <i>3 projects (20 marks)</i> <i>4 projects (25 marks)</i> <i>5+ projects (30 marks)</i>	<i>Work order + completion certificate</i>	30
3	Experience in O&M of Digital Display Networks	- Existing O&M Contracts - Uptime Achieved - Service Network - Spare Management - SLA Compliance		10
4	Methodology & Implementation Plan	- Site Survey Methodology - Project Planning - Deployment Schedule - Safety Management - Testing & Commissioning Procedures		10
5	Technical Compliance with LED, Electrical, Structural & CMS Specifications	Evaluation shall consider compliance with - LED Display - Pixel Pitch - Brightness - Cabinet - Structural Design - Wind Load - Seismic Compliance - UPS - Solar System (where applicable) - CMS - Networking - Cyber Security		20
		<i>Display specifications (10 marks);</i> <i>Outdoor protection (10 marks);</i>	<i>Compliance matrix OEM Datasheets</i>	30

		<i>Power/UPS & Engineering quality (10 marks).</i> <i>Marks awarded only for compliant features.</i>		
6	Operations & Maintenance Strategy	• Preventive Maintenance • Corrective Maintenance • Helpdesk • Escalation Matrix • Spare Management • Replacement Strategy		10
7	Project Team & Key Personnel	Marks shall be awarded based on: • Qualification • Experience • Certifications • Availability		5
8	Demonstration / Proof of Concept / CMS Features	HPSEDC may require shortlisted bidders to demonstrate: • CMS • Remote Monitoring • Advertisement Scheduling • Emergency Override • Dashboard • Reporting • Proof-of-Play • Mobile Monitoring Failure to provide a satisfactory demonstration may lead to rejection.		10
		<i>CMS functionality (10 marks)</i> <i>Security & Remote Monitoring (10 marks).</i>	<i>CMS docs, OEM declaration</i>	20
9	Risk Management & Business Continuity Plan	• Disaster Recovery • Business Continuity • Cyber Security • Insurance • Force Majeure Preparedness		5

10	Local Support Infrastructure in Himachal Pradesh	• Local Office • Engineers • Spare Inventory • Response Time • Escalation Matrix		5
TOTAL				100

4.7 Technical Clarifications

HPSEDC may seek written clarifications. Clarifications shall not permit:

- change in scope;
- change in technical solution;
- modification of commercial offer.

4.8 Demonstration

HPSEDC may conduct:

- Factory Inspection
- Site Inspection
- Live Demonstration
- Prototype Demonstration
- CMS Demonstration

Expenses shall be borne by the Bidder.

STAGE IV – COMMERCIAL EVALUATION

4.9 Opening of Commercial Bids

Commercial Bids of only technically qualified bidders shall be opened.

4.10 Commercial Bid Parameter

The sole commercial parameter shall be:

Guaranteed Free Government Advertisement Inventory (%).

The Bidder shall specify the percentage of total advertisement inventory offered free of cost to the Government during the concession period. Minimum acceptable offer shall be specified in the Bid Data Sheet.

4.11 Basis of Commercial Ranking

The bidder offering the **highest guaranteed Government Advertisement Inventory (%)** shall be ranked **H1**.

Illustration:

Bidder	Advertisement Inventory Offered	Ranking
A	28%	H3
B	31%	H2
C	35%	H1

4.12 Financial Sustainability Check

Where HPSEDC considers a quoted advertisement inventory to be unusually high and potentially unsustainable, the Bidder shall submit:

- Financial Model;
- Projected Cash Flow;
- Revenue Assumptions;
- Funding Plan;
- Chartered Accountant Certificate.

HPSEDC reserves the right to reject offers found commercially unviable.

4.13 Tie-Breaking Criteria

Where two or more bidders quote the same advertisement inventory, ranking shall be determined in the following order:

1. Higher Technical Score.
2. Greater Relevant Project Experience.
3. Higher Average Annual Turnover.
4. Draw of Lots, if still tied.

4.14 Negotiation

Where permitted under applicable procurement rules, HPSEDC may negotiate with the H1 bidder to improve the Government advertisement inventory or other concession terms without altering the essential conditions of the RFP.

STAGE V – VERIFICATION

4.15 Verification of Information

HPSEDC reserves the right to verify:

- Financial Statements
- Experience Certificates
- Client References

- OEM Authorizations
- Technical Claims
- Site Visits
- Demonstrations

Submission of false information shall result in rejection and forfeiture of EMD.

4.16 Recommendation for Award

The Bid Evaluation Committee shall prepare an Evaluation Report recommending the H1 bidder for award, subject to:

- satisfactory verification;
- approval of the Competent Authority;
- fulfilment of all post-award requirements.

4.17 Right of HPSEDC

HPSEDC reserves the right to:

- accept or reject any bid;
- reject all bids;
- annul the bidding process;
- seek additional information;
- obtain independent verification;
- cancel the tender without assigning reasons.

No bidder shall have any claim against HPSEDC arising out of such decisions.

SECTION – 5

ANNEXURE- A

ITEMS TECHNICAL SPECIFICATIONS

Note: Final specifications uploaded after pre-bid meeting. Please visit our web-sites www.hpsedc.in & <https://hptenders.gov.in> for latest amendments or notices in reference to this tender.

The specification mentioned hereunder are bare minimum requirement. Bidders are encouraged to offer better specifications in this bid or subsequently during the period of the contract. The technical compliance sheets shall be submitted on OEM letter head.

A. Outdoor LED Videowall

Sr.	Component	Minimum Specification
1	Pixel Pitch	P3.0 mm to P4.0 mm
2	LED Technology	SMD 3-in-1 (Nationstar or equivalent)
3	Brightness	5500 Nits or better
4	Brightness Control	Dual ambient light sensors
5	Contrast Ratio	5000:1
6	Refresh Rate	3840 Hz or better
7	Colour Processing	14-16 bit
8	Colour Capability	281 trillion colours or better
9	Viewing Angle	H≥140°, V≥120°
10	Cabinet	Die-Cast Aluminium/Magnesium
11	Access	Front & Rear
12	IP Rating	IP66 Front/IP65 Rear
13	PCB	Conformal coating
14	Temp	-15°C to +55°C
15	Cooling	Auto fan
16	MTBF	100000 Hours

B. Power Supply

Sr.	Component	Minimum Specification
1	Input	230V±15%,50Hz
2	Solar	Monocrystalline+MPPT
3	Peak	650 W/m ² or better
4	Average	220 W/m ² or better

C. Online UPS

Sr.	Component	Minimum Specification
1	Type	Online Double Conversion

2	Capacity	3 kVA
3	PF	0.8 or better
4	Transfer	0 ms
5	Battery	SMF
6	Backup	60 Minutes or better
7	SPD	Class II
8	Earthing	≤2 Ohms

D. Media Player

Sr.	Component	Minimum Specification
1	Processor	Quad Core ARM or better
2	RAM	2GB or better
3	Storage	16GB SSD or better
4	Card	ASIC Sending Card

E. CMS

Sr.	Component	Minimum Specification
1	CMS	Cloud
2	Playlist	Drag & Drop
3	Media	Images/Videos/APIs
4	Security	TLS1.3
5	Connectivity	Dual SIM 4G/5G
6	USB	Locked

F. Structural Framework

Sr.	Component	Minimum Specification
1	Type	HDG GI Unipole/Gantry/Wall Mount
2	Steel	IS2062
3	Galvanization	85 Micron HDG
4	Wind	150 km/h

ANNEXURE- B

GENERAL TECHNICAL REQUIREMENTS

B.1 Scope

The scope of this Annexure covers the minimum technical requirements for the design, engineering, manufacture, supply, transportation, insurance, storage, civil works, structural works, erection, installation, testing, commissioning, operation, comprehensive maintenance and replacement of Outdoor LED Videowalls and associated infrastructure under the Design-Build-Finance-Operate-Maintain (DBFOM) Concession Model.

The successful bidder shall provide a complete turnkey solution including all hardware, software, networking, civil works, structural supports, electrical infrastructure, cloud-based Content Management System (CMS), media players, communication equipment, UPS systems, earthing, lightning protection, accessories and all other components necessary for successful operation of the Outdoor LED Videowall Network.

The bidder shall be responsible for obtaining all approvals, permissions, certifications and statutory clearances required for successful execution of the Project unless specifically excluded under the RFP.

B.2 Project Objective

The objective of this project is to establish a centrally managed Outdoor Digital Information Network across identified locations within the State of Himachal Pradesh for dissemination of Government information, citizen awareness campaigns, emergency alerts and approved commercial advertisements under a revenue-generating concession model.

B.3 Minimum Technical Standards

All equipment supplied under the Project shall:

- be new, unused and of current production;
- be free from manufacturing defects;
- comply with the latest applicable Indian Standards (IS), IEC standards or equivalent international standards;
- be suitable for continuous outdoor operation under the environmental conditions prevailing in Himachal Pradesh;
- be designed for reliable operation throughout the concession period.

Refurbished, repaired or end-of-life products shall not be accepted.

B.4 Design Philosophy

The entire system shall be designed considering:

- operational reliability;
- ease of maintenance;
- energy efficiency;
- modular architecture;
- scalability;
- cyber security;
- redundancy for critical components;
- personnel safety;
- long service life.

B.5 Environmental Conditions

All equipment shall be suitable for operation under the following minimum environmental conditions:

Parameter	Requirement
Ambient Temperature	-15°C to +55°C
Relative Humidity	Up to 95% (Non-condensing)
Installation	Outdoor
Altitude	Suitable for locations in Himachal Pradesh
Rainfall	Suitable for heavy rainfall conditions
Dust	Suitable for dusty outdoor environments

The bidder shall ensure reliable operation without degradation of performance under these conditions.

B.6 Applicable Standards

Unless otherwise specified, all materials, equipment and workmanship shall conform to the latest versions of applicable standards including but not limited to:

- IS 2062 – Structural Steel
- IS 456 – Plain and Reinforced Concrete
- IS 800 – General Construction in Steel
- IS 875 – Design Loads
- IS 1893 – Earthquake Resistant Design
- IS 3043 – Earthing
- IS 4759 – Hot Dip Galvanizing
- IS 2629 – Galvanizing Practice
- National Building Code (NBC)
- IEC Standards applicable to LED Display Systems
- IEC Standards applicable to Electrical Safety

- IEC Standards applicable to EMC/EMI
- Relevant BIS Standards

Where conflict exists between standards, the more stringent requirement shall prevail.

B.7 Materials

All materials used shall be:

- new and unused;
- free from defects;
- sourced from reputed manufacturers;
- suitable for outdoor applications;
- corrosion resistant;
- supported by manufacturer's test certificates where applicable.

B.8 Product Lifecycle

The bidder shall ensure that all proposed products:

- are not End-of-Life (EOL);
- are not End-of-Support (EOS);
- remain supported by the respective OEM during the concession period.

An undertaking from the OEM shall be furnished.

B.9 Interoperability

All hardware and software supplied under the Project shall be fully interoperable and shall function as an integrated solution without dependence on proprietary third-party systems not supplied as part of the Project.

B.10 Safety Requirements

The complete installation shall comply with applicable safety regulations.

The bidder shall ensure:

- electrical safety;
- structural safety;
- fire safety;
- safe maintenance access;
- protection against accidental contact with live parts;
- proper cable management.

B.11 Identification

Each installed videowall shall bear a permanent identification plate indicating:

- Project Name;
- Site Identification Number;
- OEM Name;
- Model Number;
- Serial Number;
- Year of Manufacture;
- Year of Installation.

B.12 Quality Assurance

The bidder shall maintain an effective Quality Assurance System covering:

- procurement;
- manufacturing;
- inspection;
- testing;
- installation;
- commissioning;
- maintenance.

HPSEDC may inspect the manufacturing facilities, materials and workmanship at any stage.

B.13 Documentation

The successful bidder shall furnish, at a minimum:

- Detailed Engineering Drawings;
- Foundation Drawings;
- Structural Drawings;
- Electrical Drawings;
- Single Line Diagrams;
- Network Architecture;
- System Configuration;
- Operation & Maintenance Manuals;
- OEM Datasheets;
- Test Certificates;
- Warranty Certificates;
- As-Built Drawings.

All documents shall be submitted in both hard copy and editable electronic format.

B.14 Spare Parts

The bidder shall ensure availability of essential spare parts required for operation and maintenance throughout the concession period.

B.15 Inspection

HPSEDC or its authorized representatives shall have the right to inspect:

- manufacturing facilities;
- materials;
- components;
- assembled equipment;
- installation works;
- testing activities.

Inspection shall not relieve the bidder of any contractual obligations.

B.16 Testing

The equipment shall successfully undergo:

- Factory Acceptance Test (FAT);
- Site Acceptance Test (SAT);
- Functional Testing;
- Performance Testing;
- Integrated System Testing.

Detailed procedures are specified in subsequent sections of this Annexure.

B.17 Warranty

Unless otherwise specified, all supplied equipment shall be covered by a comprehensive warranty against manufacturing defects, design defects and workmanship deficiencies.

The warranty obligations shall be in addition to the comprehensive Operation and Maintenance requirements specified elsewhere in the RFP.

B.18 Deviation Statement

The bidder shall submit a clause-by-clause compliance statement for every technical requirement contained in this Annexure.

Any deviation shall be clearly indicated.

Failure to disclose deviations shall be deemed as unconditional compliance.

B.19 Right to Verify

HPSEDC reserves the right to verify any technical claim through:

- OEM confirmation;
- independent laboratory reports;
- factory inspection;
- demonstration;
- third-party verification.

Any false declaration may result in rejection of the bid, forfeiture of Bid Security, and other actions as per the RFP.

B.20 Order of Precedence

In the event of any inconsistency between technical documents, the following order of precedence shall apply:

1. Corrigenda/Addenda issued by HPSEDC.
2. Special Conditions of Contract.
3. Technical Specifications (Annexure-E).
4. Scope of Work.
5. General Conditions of Contract.
6. Applicable Indian Standards and statutory requirements.
7. OEM published specifications (provided they are not less stringent than the RFP requirements).

The bidder shall comply with the most stringent applicable requirement where multiple standards are referenced.

ANNEXURE-C

OPERATION & MAINTENANCE (O&M), SERVICE LEVEL AGREEMENT (SLA)

C.1 Scope of O&M

The Concessionaire shall provide comprehensive Operation & Maintenance (O&M) services for the complete Outdoor LED Videowall Network throughout the Concession Period.

The O&M scope shall include, but not be limited to:

- LED Videowalls
- Structural Framework
- Civil Foundation
- Electrical System
- UPS & Batteries
- Solar System (where provided)
- Media Players
- Cloud Content Management System (CMS)
- Routers & Network Equipment
- Earthing & Lightning Protection
- Software Licenses
- Communication Links
- Accessories and all associated equipment.

No separate payment shall be made for O&M during the Concession Period.

C.2 O&M Responsibilities

The Concessionaire shall:

- a. Operate the complete videowall network on a 24×7 basis.
- b. Maintain all equipment in fully operational condition.
- c. Provide preventive, predictive and corrective maintenance.
- d. Replace defective components at no additional cost.
- e. Maintain adequate inventory of spare parts.
- f. Deploy qualified technical personnel.
- g. Operate the Central Monitoring Centre (CMC).
- h. Maintain CMS availability.
- i. Maintain all statutory safety requirements.
- j. Maintain all software updates and security patches.

C.3 Preventive Maintenance

Preventive Maintenance shall be carried out at least once every month for each videowall. The activities shall include:

- Cleaning of LED modules
- Cabinet inspection
- Tightening of fasteners
- Structural inspection
- Electrical inspection
- UPS health check
- Battery testing
- Earthing resistance measurement
- Lightning protection inspection
- Fan cleaning
- Filter cleaning
- Cable inspection
- Software updates
- CMS backup
- Display calibration
- Brightness calibration

Maintenance records shall be maintained digitally.

C.4 Corrective Maintenance

Upon receipt of a complaint or automatic fault alert, the Concessionaire shall:

- Register the complaint.
- Diagnose the fault remotely, wherever feasible.
- Deploy service personnel.
- Restore services within the prescribed SLA.

C.5 Helpdesk

The Concessionaire shall establish:

- 24×7 Helpdesk
- Toll-Free Number
- Email Support
- Complaint Portal
- Mobile Complaint App

Every complaint shall generate a unique ticket number.

C.6 Central Monitoring

The CMS shall continuously monitor and provide real-time status of the following parameters for each Unit:

- Online Status
- Display Health and Operational Status
- Display Brightness
- Temperature
- Power Consumption
- Network Status
- UPS Status
- Door Open/ Close status
- Media Playback
- Proof-of-Play logs
- Faults, Alerts and Alarm notifications.

C.7 Spare Parts

The Concessionaire shall maintain, at all times during the Contract Period, an adequate inventory of critical spare parts and consumables to ensure uninterrupted operation, timely preventive maintenance, and prompt rectification of faults. The minimum inventory shall include, but not be limited to, the following:

- LED Modules
- Power Supplies
- Receiving Cards
- Sending Cards
- Fans
- Routers
- UPS Components
- Batteries
- Controllers
- Power Cables
- Signal Cables
- Connectors

The Concessionaire shall ensure that sufficient spare inventory is available at all times to facilitate immediate replacement of defective components. Under no circumstances shall the non-availability of spare parts be accepted as a reason for downtime or delay in restoration of services. No downtime shall occur due to non-availability of spares.

C.8 Software Maintenance

The Concessionaire shall be responsible for the operation, maintenance, and periodic updation of all software and firmware associated with the entire System throughout the Contract Period. The scope of software maintenance shall include, but not be limited to, the following:

- Firmware updates for all hardware components and controllers;
- Installation and deployment of security patches and bug fixes;
- Renewal and maintenance of all software licences and subscriptions required for uninterrupted operation;
- Database optimization and routine performance tuning;
- Scheduled backup of application, configuration, media, and database files, along with periodic restoration testing;
- Implementation of cybersecurity updates, including vulnerability remediation, malware protection, and security hardening measures, in accordance with prevailing cybersecurity best practices.
- The Concessionaire shall ensure that all software components remain updated, secure, and fully functional throughout the Contract Period without any disruption to services.

C.9 Reporting

The Concessionaire shall submit:

Daily Reports	• Online Status • Fault Summary
Weekly Reports	• Complaint Analysis • Uptime
Monthly Reports	• Preventive Maintenance • Energy Consumption • Advertisement Statistics • Government Advertisement Utilization • Incident Register • SLA Compliance
Quarterly Reports	• Structural Inspection • Battery Health • Earthing Report • Lightning Protection Report

C.10 Disaster Recovery

The CMS shall incorporate a comprehensive Disaster Recovery (DR) mechanism to ensure business continuity, data integrity, and timely restoration of services in the event of any system failure, cyber incident, or disaster. The Disaster Recovery framework shall include, but not be limited to, the following:

- Automated and scheduled backups of application data, databases, media content, configurations, and system logs.

- Redundant Storage infrastructure to safeguard against hardware failures and data loss.
- Disaster Recovery Plan: A documented Disaster Recovery Plan (DRP) detailing recovery procedures, roles and responsibilities, escalation matrix, and recovery timelines.
- Data Restoration Procedures: Defined data restoration procedures with periodic testing to verify the integrity and recoverability of backup data.

The Concessionaire shall ensure that backup and disaster recovery mechanisms are maintained throughout the Contract Period and that services can be restored within the Recovery Time specified in the Contract.

C.11 Training

The Concessionaire shall provide comprehensive training to the designated officials of HPSEDC/IPR to enable effective operation, administration, and monitoring of the Digital Display System and the CMS. The training shall cover, at a minimum, the following areas:

- CMS Operation and Navigation
- Content upload, Scheduling, and Playlist Management
- Emergency Broadcast and Priority message management
- Report generation and analytics
- Dashboard Monitoring and System Health monitoring
- User creation, Role-based access control, and User Management

The Concessionaire shall provide detailed training manuals, user guides, and standard operating procedures (SOPs) in both hard copy and soft copy formats.

C.12 Warranty

All equipment shall remain under comprehensive warranty during the concession period. The Concessionaire shall replace any defective component without additional cost.

C.13 Service Level Agreement (SLA)

A. Uptime: Minimum Monthly Uptime: $\geq 99.0\%$

B. Response Time

Severity	Response Time
Critical	Within 2 Hours
Major	Within 4 Hours
Minor	Within 8 Hours

C. Resolution Time

Severity	Resolution Time
Critical	Within 12 Hours
Major	Within 24 Hours
Minor	Within 48 Hours

D. CMS Availability: Minimum CMS Availability:**99.5%**

E. Advertisement Scheduling

Daily Operational Schedule: The Outdoor LED Videowall Network shall be required to remain fully operational for a minimum of sixteen (16) hours per day, specifically from 06:00 AM to 10:00 PM.

Slot Structure and Allocation: To facilitate efficient content management and scheduling via the Centralized Content Management System (CMS), the total 16-hour operational window shall be divided into four (4) primary blocks of four (4) hours each. Each 4-hour block shall be further subdivided into individual one (1) hour slots.

Mandatory Government (I&PR) Inventory: The Directorate of Information & Public Relations (I&PR) shall be entitled to a minimum of 15 minutes of display time within every one-hour slot. This constitutes 25% of the total hourly advertisement inventory.

Total Daily Government Content: In aggregate, the Concessionaire shall provide the Government with a total of four (4) hours of free display time across the 16-hour daily operational period. This time shall be utilized for Government advertisements, public awareness campaigns, and emergency notifications.

Emergency Override Priority: In accordance with the project's public interest objectives, Emergency Broadcasts (including disaster management, health emergencies, or public safety alerts) shall immediately override all commercial advertisements and scheduled slots upon authorized command through the CMS.

Note: Any display time utilized by the Government beyond the free allocation shall be paid by the Government as per DAVP/CBC rates. The Concessionaire shall submit separate monthly invoices for any such additional usage, supported by system-generated Proof-of-Play (PoP) logs from the Centralized Content Management System (CMS), confirming the extra duration displayed.

Government advertisements shall be displayed strictly as per approved schedules.

Emergency broadcasts shall override all commercial advertisements immediately upon authorised command.

F. Preventive Maintenance Compliance

100% scheduled preventive maintenance shall be completed every month.

G. Reporting Compliance

Monthly reports shall be submitted by the 5th working day of the following month.

C.14 SLA Penalties

Where service levels are not achieved, the following penalties may be imposed:

Parameter	Requirement	Penalty
Uptime	≥99.0%	As per Contract
Delayed Response	Beyond SLA	As per Contract
Delayed Resolution	Beyond SLA	As per Contract
Failure to submit reports	Monthly	As per Contract
Preventive Maintenance missed	Any Site	As per Contract

Repeated failures may constitute an Event of Default under the Concession Agreement.

C.15 Performance Review

HPSEDC may conduct:

- Monthly Review
- Quarterly Review
- Annual Performance Audit

Unsatisfactory performance may attract contractual action.

SECTION -6

INSTRUCTIONS TO BIDDERS FOR ELECTRONIC TENDERING SYSTEM

Registration of bidders on e-Procurement Portal: -

All the bidders intending to participate in the tender processed online are required to get registered on the centralized e-Procurement Portal i.e. <https://www.hptenders.gov.in>. Please visit this website for more details. In case of any problem in registration, please contact on toll free No. 1800-3070-2232

Obtaining a Digital Certificate:

- The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.
- The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from:
- Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during of bid preparation stage. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).
- In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000.
Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the company/firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.
- In case of any change in the authorization, it shall be the responsibility of management/ partners of the company/firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.
- The same procedure holds true for the authorized users in a private/public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

Pre-requisites for online bidding:

In order to bid online on the portal <https://www.hptenders.gov.in>, the user machine must be updated with the latest Java & DC setup. The link for downloading latest java applet & DC setup are available on the Home page of the e-tendering Portal.

Online Viewing of Detailed Notice Inviting Tenders (N.I.T.) :

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e-Procurement system on the Home Page at <https://www.hptenders.gov.in>

Download of Tender Documents:

The tender documents can be downloaded free of cost from the e-Procurement portal <https://www.hptenders.gov.in> and www.hpsedc.gov.in.

Key Dates:

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

Bid Preparation (Qualification & Financial)

- Payment of Tender Document Fee& EMD of online Bids: The payment for Tender document fee and EMD can be made as mentioned in relevant sections above in the document.
- The bidders shall upload their eligibility and technical offer containing documents, qualifying criteria, technical specifications, schedule of deliveries, and all other terms and conditions except the rates (price bid).
- The bidders shall quote the prices in price bid format only.
- If bidder fails to complete the Online Bid Preparation at Submission stage on the stipulated date and time, his/hers bid will be considered as bid not submitted, and hence not appear during tender opening stage.
- Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://www.hptenders.gov.in>.
- For help manual please refer to the 'Home Page' of the e-Procurement website at <https://www.hptenders.gov.in> and click on the available link 'How to .. ?' to download the file.
- Post registration, bidder shall proceed for bidding by using both his digital certificates (one each for encryption and signing). Bidder shall proceed to select the tender he is interested in.

NB: Any changes/corrigendum/revised tender related to this Tender Document will be published on our website www.hpsedc.in and <https://hptenders.gov.in>. Therefore, prospective bidders are requested to see the updates on these websites regularly.

SECTION – 7

GENERAL TERMS AND CONDITIONS OF THE TENDER & CONTRACT

7.1 Application

These General Conditions shall apply to the extent that these are not superseded specific by provisions in other parts of this tender document. A detailed Contract agreement shall be signed after the order is placed. Detailed provisions of such a contract-agreement shall have an over-riding effect vis-a-vis this Tender Document.

7.2 Standards

The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications and the latest improvements incorporated after the finalisation of contract, but before the dispatch.

7.3 Patent Rights of the Goods

The Supplier shall indemnify the Purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof in India.

7.4 Packaging Delivery & Documentation

- a. The supplier shall provide such packing as is required to prevent damage or deterioration of the goods during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitations, rough handling during transit and exposure to extreme temperatures and precipitation during transit and open storage. The Supplier shall be responsible for any defect in packing.
- b. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as will be specifically provided for in the contract.
- c. Delivery of the goods and associated documentation will be done in such manner as may be prescribed by the Purchaser in the Contract.

7.5 Insurance

- a. The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.
- b. The supplier will indemnify the Purchaser from all responsibility of compensation etc. caused by third party injury including death while he is discharging his duties under the contract.

7.6 Transportation

- a. The entire cost of carriage/transportation from the port of discharge to the destination shall be borne by the Supplier.

- b. Where the Supplier is required to affect delivery to some other address within Himachal Pradesh, the supplier shall be required to meet all transport and storage expenses until delivery is completed.

7.7 Literature and Instruction

Each supplied equipment(s) packing box must contain copy of illustrated literature and instruction books regarding the installation, handling, maintenance and use of the Goods at each station shall be supplied by the supplier as part of the Contract price before dispatch of the first assignment.

7.8 Payments

Note: Payments shall be released only on production of bill supported by delivery challan and installation report by the Supplier/ as per the requirements of the purchaser. Any bill supported by requisite documents will be processed and objections, if any, will be conveyed in one go. If the claim is found in order, the payment will be made accordingly as per the funds released from the End User Department.

7.9 Prices

- a. The prices charged by the Supplier for Goods delivered and services performed under the Contract shall not vary from the prices quoted by the Supplier in his Bid. But in case of global or national fall in prices of a product in IT/ Electronics industry due to a change in Government Policy or otherwise, such a reduction shall be passed on to the Purchaser after mutual negotiations.
- b. There shall be no effect of the exchange rate variation etc., on the rates to be quoted by the Vendor during one-year period. However, if rates will increase/ decrease, HPSEDC will call techno-commercial bids from the empanelled bidders on requests received from them.

7.10 Modification in the Order

- i The Purchaser may at any time, by written order given to the Supplier make changes within the general scope of the Contract in anyone or more of the following:
 - a. The specifications of the Goods
 - b. The method of shipment or packing
 - c. The service to be provided by the Supplier
 - d. Quantity of goods
 - e. Any other change that the purchaser may deem fit

- ii If any such change causes an increase or decrease in the cost of, or the time required for the Supplier's performance of any part of the work under the Contract, an equitable adjustment shall be made in the Contract price or delivery Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be put forth within 30 days from the date of the Supplier's receipt of the Purchaser's change order.

7.11 Subcontract

- a. The Supplier shall not assign in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.
- b. The Supplier shall notify the Purchaser, in advance in writing, of all sub-Contracts awarded under the Contract if not already specified in his bid. Such notification, in his original bid or later (even if with prior approval of Purchaser) shall not relieve the Supplier of any liability or obligations under the Contract.
- c. Subcontracts must comply with the provisions of all the terms, clauses, criteria and conditions of this bid document.

7.12 Delays in Suppliers Performance

- a. Delivery of the goods and the performance of services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Contract.
- b. Any unjustifiable delay by the Supplier in the performance of his delivery obligation may render the Supplier liable to any or all the following:
 - i. forfeiture of its performance security,
 - ii. imposition of liquidated damages @Rs 50/- per day per item/ equipment and learning of the unfulfilled order. The maximum penalty will not exceed 10% of the equipment cost.
 - iii. termination of the contract and risk purchase at Supplier's risk
 - iv. initiation of any other legal proceedings.
- c. The Supplier will strictly adhere to the time-schedule for the performance of Contract. However, the Purchaser can relax this time limit in force majeure conditions.

7.13 Termination for Default

- (i) The Purchaser may without prejudice to any other remedy for breach of contract, (including forfeiture of Performance Security) by written notice of default sent to the supplier, terminate the Contract in whole or in part after sending a notice to the Supplier in this regard.

- a. if the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to clause 2.11.2, or
 - b. if the Supplier fails to perform any other obligation under the Contract.
- (ii) In the event the Purchaser terminates the Contract in whole or in part, he may procure, upon such terms in such manner, as it deems appropriate, goods similar to those undelivered, and the Supplier shall be liable to pay excess cost of such similar goods to the Purchaser. This liability will be in addition to forfeiture of performance guarantee and any other legal proceedings, which the Purchaser may initiate as per Para 7.13.

7.14 Force Majeure

- a. Notwithstanding the provisions of the clauses 7.13 and 7.14, the Supplier shall not be liable for forfeiture of its performance security or termination for default, or payment of any damages, if and to the extent that his delay in performance under the Contract is the result of an event of Force Majeure.
- b. For purpose of this clause, Force Majeure means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, war, revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- c. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing or such conditions and the cause thereof not later than 7 days of occurrence of such event(s). Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract, as far as reasonably practical, and shall seek all reasonable alternative means for performance, not prevented by the Force Majeure event.

7.15 Taxes and Duties

Supplier shall be entirely responsible for payment of all taxes, duties and levies, imposed up to/until the delivery point specified in the Contract. If there is a reduction in any of the statutory duties and levies before the despatch of goods, the benefit of the same will be passed on to the Purchaser.

7.16 Limitation of Liability

The liability of the supplier in respect of all claims under this tender including penalty for delay in delivery, services, liquidity damages etc. shall not exceed the aggregate value of the goods and services supplied under this tender. Either party shall not be liable for any claim made for any indirect, consequential or incidental losses and indirect damages, costs or other expenses related thereto.

7.17 Arbitration

All disputes, differences, claims and demands arising under this tender shall be referred to arbitration of a sole arbitrator to be appointed with mutual consent of both the parties. All arbitration will be held in Shimla. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of any dispute and need for appointment of an arbitrator. Further action will be taken in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the award made under this tender shall be final and binding upon the parties hereto, subject to legal remedies available under the law.

SECTION – 8 - FORMS

FORM – A - MANUFACTURER AUTHORIZATION FORM

To

Date:

The Managing Director,
H.P. State Electronics Development Corporation Ltd.,
1st Floor, IT Bhawan, Mehli, Shimla- 171013.

Subject: Authorisation to a distributor for tender No:**HPSEDC/LED-VW/2K26—**

Dear Sir,

Please refer to your Notice Inviting Tenders for procurement of Selection of Concessionaire for Design, Engineering, Supply, Installation, Commissioning, Operation & Maintenance of Outdoor LED Videowall Network across Himachal Pradesh under Zero Cost Revenue Sharing Concession Model.

M/s _____ (Bidder), who is our reliable distributor for the last _____ years, is hereby authorised to quote on our behalf for this _____ prestigious tender. M/s _____ (Bidder) is likely to continue as our business partner during years to come. We undertake the following regarding the supply of these equipments/ peripherals etc.

1. The Machines supplied in this tender shall be manufactured by us as per the specifications required by the Purchaser. M/s _____ (Bidder) shall be allowed to do any hardware integration on our equipment.
2. It will be ensured that in the event of being awarded the contract, the Selection of Concessionaire for Design, Engineering, Supply, Installation, Commissioning, Operation & Maintenance of Outdoor LED Videowall Network across Himachal Pradesh under Zero Cost Revenue Sharing Concession Model. will be delivered by M/s _____ (Bidder) & maintained by M/s _____ (ASP) properly as per the conditions of the contract. For this purpose, we shall provide M/S _____ necessary technical support including technical updates, & spares to the ASP. If M/s _____ fails to maintain the equipment for any reason what-so-ever, we shall make alternative arrangements for proper maintenance of these equipment(s) during the warranty period. During the period of warranty, we

shall provide full support back up to the Bidder/ASP. On the whole, it shall be ensured that the clauses regarding service and maintenance of Machines do not get diluted in implementation due to non-availability of spares and lack of technical inputs from our side even during AMC/extended warranty period.

3. If due to any reason whatsoever, the tie up between our Company & M/s _____ (Bidder) or M/s _____ (ASP) breaks down subsequently, we shall make necessary alternatives arrangements for honouring the terms of the contract.

Yours very truly,

Name : _____
Designation : _____
Company : _____

FORM-B

DECLARATION REGARDING ACCEPTANCE OF TERMS & CONDITIONS CONTAINED IN THE TENDER DOCUMENT

Date: _____

To

The Managing Director,
H.P. State Electronics Development Corporation Ltd.,
1st Floor, IT Bhawan, Mehli, Shimla-171013.

Sir,

I have carefully gone through the Terms & Conditions contained in the Tender Document [No.: *HPSEDC/LED-VW/2K26--*] regarding Selection of Concessionaire for Design, Engineering, Supply, Installation, Commissioning, Operation & Maintenance of Outdoor LED Videowall Network across Himachal Pradesh under Zero Cost Revenue Sharing Concession Model. for Rate Contract by HPSEDC. I declare that all the provisions of this Tender Document and subsequent corrigendum(s)/ clarifications issued from time to time are acceptable to my Company/firm. I further certify that I am an authorised signatory of my company and am, therefore, competent to make this declaration.

Yours very truly,

Name: _____

Designation: _____

Company: _____

Address: _____

Contact No:

Email-id:

FORM-C

DECLARATION REGARDING PAST PERFORMANCE

Date:_____

To

The Managing Director,
H.P. State Electronics Development Corporation Ltd.,
1st Floor, IT Bhawan, Mehli, Shimla-13.

Sir,

I have carefully gone through the Terms & Conditions contained in the Tender Document [No.**HPSEDC/LED-VW/2K26--**] regarding Selection of Concessionaire for Design, Engineering, Supply, Installation, Commissioning, Operation & Maintenance of Outdoor LED Videowall Network across Himachal Pradesh under Zero Cost Revenue Sharing Concession Model. by HPSEDC. I hereby declare that my company has not been debarred/blacklisted by any Government / Semi Government organizations for quality/ service products nor is there any pending dispute regarding short shipment/ installation/service. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours truly,

Name: _____

Designation: _____

Company: _____

Address: _____

Contact No:

Email-id:

PERFORMNACE BANK GUARENTEE TEMPLATE

Date: _____

To,

The Managing Director,
H.P. State Electronics Development Corporation Ltd.,
First Floor, IT Bhawan, Mehli, Shimla-171013.

Dear Sir,

1. Whereas M/s _____ (hereinafter called “CONTRACTOR”) has supplied _____ (as per Bill of Material Specified in this Document) as per agreement/supply order No. _____ dated _____ signed between the HPSEDC (hereinafter called “Client”) and them and as per the agreement/supply order the M/s. _____ is supposed to furnish Performance Security for supply of _____ and maintain the same for a period of _____ years.

2. NOW THEREFORE KNOW ALL THE MAN THESE PRESENTS THAT WE, __ (Bank Name) _____ having its Head Office at _____ (hereinafter called “the Bank”) are bound up to the Client in the sum of Rs. _____/- (Rs. _____) only) for which payment will and truly to be made to the said Client, the Bank binds itself, its successors and assignees by these presents.

3. The Bank further undertakes to pay to the purchaser up to the above amount on receipt of its first written demand, without the Client having to substantiate its demand. The Client’s decision in this regard shall be final and shall not be called upon to question under any circumstances. The Bank Guarantee will remain in force up to _____. However, its validity can be got extended before _____ solely at the instance of the Purchaser. This clause

shall remain valid notwithstanding anything else contained to the contrary in this document.

4. Our responsibility under this guarantee is restricted to Rs. _____/- (Rupees _____) only and it will remain enforce up to _____ unless a demand in writing is received by the bank on or before _____, all your rights under the said guarantee shall be forfeited and we shall be released and discharged from all the liabilities thereunder.

5. This guarantee will remain in force up to <date of validity> and any demand in respect thereof should reach the Bank not later than the specified date/dates. However, notwithstanding anything else contained to the contrary in this Guarantee, if the implementing agency does not submit the fresh performance bank guarantee (as per required schedule and amount) till 15 days before expiry of this performance bank guarantee, the Purchaser may either forfeit the PBG or ask the Bank to extend validity of the Bank Guarantee for a further period not exceeding six months. In the latter situation, the Bank shall comply with such a request of extension.

6. Sealed with the Common Seal of the said Bank this _____ day of _____, 2026. In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this _____ day of _____, 2026 for Bank _____

Witness

Signature

Name

M/s. _____ (complete address)

Note: This guarantee will attract stamp duty as a security bond.

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

SAMPLE OF PRICE SCHEDULE/ BOQ

PRICE SCHEDULE

(DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY)

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

[illegible]

Latest instructions for bidders:

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established, or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established, or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established, or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (III) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company.
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

The Bidder has to provide following declarations (duly signed and stamped):

Declaration 1 of Latest instructions to bidders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

Declaration 2 of Latest instructions to bidders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]

Declaration 3 of Latest instructions to bidders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]"

In case bidder is Himachal based company/ firm/ entity then the bidder should submit a self-declaration certificate regarding above mentioned Declaration 1, 2 and 3.

Note: Interested bidder may refer to Office Memorandum (F. No. 6/18/2019-PPD) dated 23.07.2020 of Department of Expenditure, Ministry of Finance, Govt. of India for further details and all the requirements will be in accordance with this memorandum.