

Request for Proposal (RFP)

for

Design, Supply, Installation, Commissioning, and Operation of High-End LED Digital Signage under Public Private Partnership (PPP) framework for ITPO, Bharat Mandapam, New Delhi.



India Trade Promotion Organisation (ITPO),
(A Government of India Enterprise)
Gate no.9 Bharat Mandapam, New Delhi - 110001

File No.: IT/1/2026-IT-ITPO

DISCLAIMER

1. The information contained in this bid document or subsequently provided to bidders, whether verbally or in documentary form or otherwise by or on behalf of India Trade Promotion Organisation (ITPO), or by any of its employees, is provided to bidders on the terms and conditions set out in this bid document and such other terms and conditions subject to which such information is provided.
2. The bid document is neither an agreement nor an offer by ITPO to prospective bidders or any other person. The purpose of this bid document is to provide interested parties with information to assist in the formulation of their proposals for selection pursuant to this bid. The assumptions, assessments, statements, and information contained in this bid document may not be complete, accurate, adequate, or correct and each bidder should conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Bid document and obtain independent advice from appropriate sources.
3. ITPO, or its employees, make no representation or warranty and shall have no liability to any person, including any bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Bid or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Bid any assessment, assumption or information contained therein or deemed to form part of this Bid document.
4. ITPO may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, its assessment or assumptions contained in this bid document. Such changes shall be intimated to all the bidders. In case additional period for submission, if required due to such amendments, is necessitated the same shall be intimated to all the bidders.
5. The issue of this bid document does not imply that ITPO is bound to select or to appoint any bidder for the contract and it reserves the right to reject all or any of the bidders without assigning any reasons whatsoever.
6. ITPO reserves the right not to proceed with the Bidding Process any time or stage, without notice or liability, and to reject any or all Bid(s) without assigning any reasons whatsoever.

DISCLAIMER	2
Invitation of e-Bids	6
Notice Inviting Bids	7
Abbreviations	9
1. Introduction	10
2. Objectives	11
3. Eligibility Criteria	12
4. Technical Criteria	13
5. Scope of Work (SoW)	14
5.1. Design and Engineering	14
5.2. Supply of System	14
5.3. Content Development	14
5.4. Development of CMS	15
5.5. Integration, Testing & Commissioning	15
5.6. Safety & Statutory Compliance	15
5.7. Completion and Launch	15
5.8. DLP and Operations & Maintenance	15
5.9. Exit & Default Conditions	15
6. Deliverables and Project Timelines	16
7. Liquidated Damages and Penalties	16
8. Payment Terms	16
9. Opening and Evaluation of Bids	18
A. Opening of technical e-Bid	18
B. Opening of financial e-Bid	18
C. Evaluation of Bid	18
D. Bid Evaluation Procedure	18
Stage-1: Evaluation of Technical proposal	18
Stage-2: Evaluation of Financial Proposal	18
E. Site Visit by ITPO	19
10. Instruction to Bidders	20
10.1 General	20
10.2 Validity of the bids	20
10.3 Tender Document Fees	20
10.4 Amendment to the Tender document	20
10.5 Clarifications on Submitted bids	21
10.7. Preparation of Bid	21
10.8 Disqualifications	22

10.9 Deviations	22
10.10 Clarification on Tender Document	22
10.11 Notification of Award of Contract	23
10.12 Performance Bank Guarantee	23
10.13 Signing of the Contract	21
10.14 Fraud and Corrupt Malpractices	23
10.15 Waivers	24
10.16 Confidentiality	24
10.17 Duties, Taxes and Statutory Levies	24
11. General Terms and Conditions	25
A. Standards of Performance	25
B. Delivery and Documents	25
C. Language of Proposal	25
D. Language of Contract	25
E. Authorized Signatory for Bidder	25
F. Suspension of Payments	25
G. Notice	25
H. Progress of Project	26
I. Forfeiture of Performance Bank Guarantee	26
J. Probity & Publicity	26
K. Reservation of Rights	26
L. Compliance with Statutory Laws	26
M. Governing Laws	27
N. Non-Waiver	27
O. Exit Management	27
P. Indemnification and Limitation of Liability	28
Q. Confidentiality	28
R. Disputes and Resolutions	28
S. Conflict of Interest	28
T. Disqualification	29
U. Right to Terminate the RFP Process	29
V. Amendments in RFP	29
W. Severability	29
X. Force Majeure	29
Y. Miscellaneous	30
Annexure-I: Affidavit for Undertaking	31
Annexure-II: Experience of executing and successfully completing work	32

Annexure-III: Format for Performance Bank Guarantee (Hard copy required post contract is awarded)	33
Annexure-IV: Financial Proposal Format	35
Annexure-V: Financial Capability Statement	37
Annexure-VI: Site Visit Certificate	38
Annexure-VII: Service Level Agreement (SLA)	40
Annexure-VIII: Indicative Technical Specifications	42
Annexure- IX: Integrity Pact Undertaking	

Invitation of e-Bids

India Trade Promotion Organisation (ITPO) invites electronic bid (e-Bid) proposals from reputed, competent, and professional agencies which meet the minimum eligibility criteria and successfully qualifies on technical evaluation parameters as specified in this RFP document.

1. Bidders (authorised signatory) shall submit their proposal or bid online in electronic formats both for technical and financial proposal. Bidders shall submit, along with their Bids, EMD amount mentioned in the data sheet in the form of Demand Draft or online through NEFT/ RTGS as per bank details indicated in the NIB.
2. ITPO will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well in advance so as to avoid 11th hour issues like slow speed, choking of websites due to heavy load or any other unforeseen problems.
3. Please note that a pre-bid meeting of the prospective bidders is scheduled as per the details specified in this NIB. The objective of this meeting is to address the queries of the prospective bidders related to the Project or RFP document.
4. No contractual obligation whatsoever shall arise from the RFP or bidding process unless and until a formal agreement is signed and executed between ITPO and the Service Provider.
5. Bidders who wish to participate in this bidding process must register on the Central Public Procurement (CPP) portal i.e., <https://eprocure.gov.in/eprocure/app>

Notice Inviting Bids

RFP Reference No.: **IT/1/2026-IT-ITPO**

Date: 28/04/2026

India Trade Promotion Organisation (ITPO) invites electronic bid (e-bids) proposals from eligible professional agencies for the Selection of an Agency for the **Design, Supply, Installation, Commissioning, and Operation** of High-End LED Digital Signage at Bharat Mandapam, New Delhi.

India Trade Promotion Organisation (ITPO), (A Government of India Enterprise) Office Address: ITPO Gate no.9 Bharat Mandapam, New Delhi - 110001 (INDIA) Tel: 011-23371620 Contact Person: Shri Akshay K P, DM Email: computerdiv@itpo.gov.in Phone: 8971584995 Website: https://www.itpo.gov.in/	
Selection of an Agency for the Design, Supply, Installation, Commissioning, and Operation of High-End LED Digital Signage at Bharat Mandapam, New Delhi.	
RFP document fee	There is no RFP document fee
Earnest Money Deposit (EMD)	Rs. 20,00,000/-
Method of Evaluation	QCBS (70:30)
EMD submission	In case of EMD through bank guarantee or demand draft, it shall be submitted before or on the day of bid submission by 4:00 PM
Date of publishing NIB	28/04/2026
e-Bid submission start date and time	28/04/2026
Pre-bid meeting date, time and venue	05/05/2026 AT 4:00 PM Venue: ITPO Office, New Delhi
Pre-bid queries submission last date	06/05/2026 AT 1:00 PM
e-Bid submission end date and time	19/05/2026 AT 5:00 PM
Technical e-bid opening date and time	20/05/2026 AT 4:00 PM
Technical presentation cum demonstration date and time	To be communicated to the qualified bidders at the later stage
Financial e-bid opening date and time	To be communicated to the technically qualified bidders at the later stage

Bid validity	90 days from the bid submission end date	
Performance Bank Guarantee (PBG)	Refer Section 10.12	
Consortium/ Joint Venture (JV)	Not allowed	
Similar Work	Similar work shall mean execution/installation of Large-scale LED display systems/wall/multiple outdoor projectors/multimedia solutions/multimedia exhibition for Government, Semi-Government, or PSU organizations in the last 5 (five) years.	
Bank Details	Name of the Beneficiary	India Trade Promotion Organisation (ITPO)
	Name of the Bank	CENTRAL BANK OF INDIA
	Bank Address	BHARAT MANDAPAM, NEW DELHI-110001
	Account No.	1167404133
	Type of Account	SAVINGS
	IFSC	CBIN 0284078

Abbreviations

1	EMD	Earnest Money Deposit
2	INR / Rs.	Indian Rupee
3	SLA	Service Level Agreement
4	T	Date of Signing of Contract
5	RFP	Request for Proposal
6	CA	Chartered Accountant
7	PAN	Permanent Account Number
8	GSTN	Goods and Service Tax Number
9	PSU	Public Sector Undertaking
10	FY	Financial Year
11	PBG	Performance Bank Guarantee
12	CV	Curriculum Vitae
13	LOI	Letter of Intent
14	EPC	Estimated Project Cost
15	DPR	Detailed Project Report
16	ITPO	India Trade Promotion Organisation

1. Introduction

The India Trade Promotion Organisation (ITPO) is a premier trade promotion agency under the Government of India responsible for organizing national and international exhibitions, conferences, and trade events across diverse sectors. It plays a vital role in promoting trade and global engagement by providing world-class infrastructure and platforms for business interaction and knowledge exchange.

Bharat Mandapam, the International Exhibition and Convention Centre in New Delhi, along with Exhibition Halls and other facilities within the ITPO complex, hosts a wide range of exhibitions, summits, conferences, and cultural events throughout the year. These venues serve as key platforms for engagement among policymakers, industry leaders, and global stakeholders.

To enhance branding opportunities, improving visitor experience, and creating a sustainable revenue stream ITPO proposes the deployment of high-end LED Display Systems (indoor and outdoor) at strategic locations across these venues. The displays will function as dynamic platforms for showcasing event branding, live content, advertisements, and public information. The installations will be permanent in nature.

Through this RFP, ITPO intends to select an agency for the Design, Supply, Installation, Testing, Commissioning, Operation, and Maintenance of the LED display systems. The scope includes end-to-end deployment of hardware, software, supporting infrastructure, and centralized content management systems, along with O&M for the contract period.

The project will be implemented under a Public-Private Partnership (PPP) model on a CAPEX-led framework, wherein the selected agency will undertake the capital investment. The LED display network will also serve as a revenue-generating platform through advertisements and content utilization. Revenue shall be shared between ITPO (to be paid as License Fee) and the selected agency as per agreed terms. At the end of the contract period, the assets shall be transferred to ITPO.

2. Objectives

The primary objective of this tender is to select a qualified and experienced agency for the Design, Supply, Installation, Commissioning, and Operation of High-End LED Digital Signage systems at Bharat Mandapam Convention Centre and other identified locations within the ITPO complex, New Delhi, under a Public-Private Partnership (PPP) framework. The selected agency shall be responsible for the end-to-end execution of the project including design, supply of equipment, installation, integration, commissioning, content management systems, and operation & maintenance of the LED digital signage network for the specified contract period.

The project aims to establish a large-scale, integrated LED digital signage network across Bharat Mandapam and ITPO premises, which will serve as a dynamic platform for event-related communication, branding, public information dissemination, and advertisement. The proposed LED signage system will also function as a revenue-generating asset through structured monetization under the PPP model.

The key objectives of the project are as follows:

- To deploy approximately 15,000 sq. ft. of high-end LED digital signage (indoor and outdoor) across strategic locations within Bharat Mandapam and the ITPO complex, including necessary supporting infrastructure such as frames, unipoles, and mounting systems.
- To enable high-quality display of dynamic content including event branding, conference visuals, live feeds, advertisements, public announcements, and multimedia content aligned with exhibitions, summits, and trade events.
- To develop and implement an integrated, cloud-based Content Management System (CMS) with centralized control, real-time content scheduling, proof-of-play reporting, and remote monitoring capabilities.
- To establish a sustainable financial and operational model wherein the selected agency undertakes the capital investment (CAPEX) and manages monetization through advertisement and media utilization, with revenue sharing to ITPO as License Fee, as per agreed terms.
- To enhance the overall digital ecosystem, visual appeal, and visitor experience at ITPO venues while strengthening branding, communication, and revenue generation capabilities.

Through this initiative, ITPO intends to create a state-of-the-art digital signage infrastructure that supports effective communication, drives commercial value, and ensures long-term sustainability under the PPP framework.

3. Eligibility Criteria

Minimum eligibility criteria to be met by the bidder are as follows:

#	Basis of Evaluation	Documents Required
1	The Bidder should be a registered legal entity with a minimum of 5 years' experience. JV/Consortium is not allowed	Copy of Certificate of Incorporation/Partnership Deed/Registration certificate, self-certified by Authorized Signatory
2	The Bidder shall have a minimum annual turnover of INR 25 Crore in each of the last three (3) financial years (FY 2022–23, FY 2023–24, and FY 2024–25)	Audited financial statements and CA certificate indicating turnover.
3	The Bidder/OEM should have in-house manufacturing capability (SMT lines) and outdoor testing facilities for LED display systems in India.	Details of manufacturing facility, list of equipment, and self-certification/undertaking.
4	The Bidder should have experience in executing at least 2 (two) similar projects of LED display/digital signage/OOH media infrastructure in the last 5 years.	Copies of work orders and completion certificates.

Note:

1. Any bid failing to meet the above eligibility criteria or any other conditions specified in the RFP shall be summarily rejected and will not be considered for further evaluation.
2. All documents must be scanned and uploaded online. No physical copies are required. The decision of ITPO shall be final and binding.
3. A site visit by the bidder is mandatory prior to submission of the bid. A certificate (Annexure VI) confirming the site visit shall be submitted, failing which the bid shall be rejected.
4. The bidder must not have been blacklisted/debarred by any Central Government, State Government, PSU, or any Government/Quasi-Government authority as on the date of submission of the bid.
5. The bidder must have a functional/operational office in Delhi NCR, with necessary manpower and support infrastructure for execution and maintenance of the project.

4. Technical Criteria

#	Criteria	Maximum Marks	Documents Required
A	Experience of Works		
A1	Number of similar works (Design, Supply, Installation, Commissioning & Operation of LED Display/Digital Signage/OOH Media Infrastructure) completed in last 10 years: ≥2 & <4 works – 15 marks ≥4 & <6 works – 25 marks ≥6 & <8 works – 30 marks ≥8 works – 35 marks	35	Copies of work orders and completion certificates. Partially completed works (except running O&M) not allowed.
B	Financial Strength		
B1	Average Annual Turnover in last three financial years: ≥ ₹25 Cr & < ₹35 Cr – 15 marks ≥ ₹35 Cr & < ₹50 Cr – 25 marks ≥ ₹50 Cr – 35 marks	35	Audited balance sheets and CA certificate indicating turnover.
C	Project Approach & Concept Presentation		
C1	Understanding of Project & Site – 5 marks Deployment Plan (Indoor/Outdoor Displays with Layout Strategy) – 5 marks CMS Architecture & Monitoring Framework – 5 marks Operation & Maintenance Plan (including uptime strategy) – 5 marks Monetization Strategy & Revenue Model – 10 marks	30	Technical Presentation (to be presented during evaluation; not part of technical bid submission).

5. Scope of Work (SoW)

The selected agency (OEM) shall be responsible for the **end-to-end execution of the project** including design, engineering, supply, installation, integration, commissioning, operation, maintenance, and monetization of a high-end LED Digital Signage network across Bharat Mandapam and the ITPO complex under a Public-Private Partnership (PPP) model. The project shall comprise approximately **15,000 sq. ft. of active LED display area**, out of which **at least one-third (1/3rd) of the total area, or a minimum of five (5) locations, shall be deployed in outdoor environments**, ensuring optimal visibility, impact, and revenue generation potential.

The project shall be implemented on a **100% CAPEX basis by the selected agency**, with a concession period of **10 years**, after which the assets shall be transferred to ITPO. The bidder shall ensure that the proposed system meets or exceeds the technical specifications defined in the RFP.

5.1. Design and Engineering

1. The bidder shall undertake a **detailed site survey** across identified locations within Bharat Mandapam and ITPO premises to assess installation feasibility, visibility, structural considerations, and electrical/network connectivity.
2. The bidder shall prepare **detailed layout plans** for indoor and outdoor LED displays, including placement strategy, viewing angles, and audience engagement optimization.
3. The bidder shall design **structural supports, unipoles, mounting frames**, and associated infrastructure ensuring compliance with BIS/IEC standards and safety norms.
4. The bidder shall submit **detailed engineering drawings**, system architecture, and deployment plans for approval prior to execution.
5. The bidder shall ensure **optimal integration with existing infrastructure** without causing damage or permanent alteration to the site.

5.2. Supply of System

1. The bidder shall supply a **complete LED digital signage system** including indoor/outdoor LED displays (~15,000 sq. ft.), controllers, processors, media players, networking components, and associated hardware.
2. The supply shall include **mounting structures, unipoles, cabling, connectors, power systems, and safety equipment** required for installation and operation.
3. The bidder shall provide **high-brightness, weatherproof, outdoor-rated systems** suitable for Indian climatic conditions.
4. The bidder shall supply **surge protection, earthing systems, and backup power arrangements** for uninterrupted operations.
5. All equipment shall be **new, compliant with BIS and relevant certifications**, and sourced under “Make in India” guidelines.

5.3. Content and CMS Development

1. The bidder shall provide, install, and commission a **cloud-based Content Management System (CMS)** for centralized control and operation of all digital signage displays.
2. The CMS shall support **real-time content scheduling, remote operation, proof-of-play (PoP) reporting, and system monitoring**.
3. The system shall enable **multi-location content broadcasting and dynamic scheduling based on events and audience profiles**.
4. The bidder shall ensure **integration of CMS with all display hardware**.
5. Training and documentation shall be provided to ITPO officials for system usage and monitoring CMS.
6. All content to be displayed on the digital signage network shall be subject to **prior review and approval by ITPO**. The bidder shall ensure that no content is published or broadcast without such approval.
7. All content must comply with the Indian Programme and Advertising Codes and Government Policy; prohibited categories and objectionable content will not be permitted.

5.4. Integration, Testing & Commissioning

1. The bidder shall undertake complete **integration of hardware, software, CMS, and networking systems**.
2. The bidder shall conduct **comprehensive testing** including brightness calibration, display quality, synchronization, and system performance validation.
3. Trial runs shall be conducted to demonstrate **end-to-end functionality, content display, and monitoring systems**.
4. Final commissioning shall be carried out only after **successful testing and approval by ITPO**.

5.6. Monetization & Media Management

1. The bidder shall be responsible for **monetization of the LED digital signage network** through advertisement and media utilization under the PPP framework.
2. The bidder shall onboard a **Media/Advertisement Specialist** for content strategy, airtime sales, and revenue optimization.
3. The bidder shall implement **inventory classification (premium/standard/government slots)** and dynamic scheduling of advertisements.
4. The bidder shall provide **transparent reporting mechanisms**, including revenue reports and proof-of-play data for audit by ITPO.
5. A license Fee shall be paid to ITPO as a percentage of Revenue, as per agreed terms.

5.7. Operation & Maintenance (O&M)

1. The bidder shall operate and maintain the entire digital signage network for the **contract period (10 years)**.
2. The bidder shall ensure **minimum 97% uptime** with daily operation of 10–12 hours.
3. The bidder shall deploy **dedicated technical manpower on-site** for system monitoring and maintenance.
4. Scope includes:
 - Preventive and corrective maintenance
 - Replacement of faulty modules/components
 - System health monitoring and reporting
 - Software updates and CMS maintenance
 - The bidder shall maintain adequate **spares inventory and response mechanisms** to meet SLA requirements.

5.8. Safety & Statutory Compliance

1. The bidder shall comply with all applicable **electrical, fire safety, structural, and labour regulations**.
2. The bidder shall ensure **safe installation and operation practices**, minimizing risk to public and infrastructure.

5.9. Completion, Handover & Asset Transfer

1. The bidder shall submit **complete documentation**, including system architecture, as-built drawings, O&M manuals, and warranties.
2. A formal **commissioning and acceptance report** shall be submitted upon completion.
3. Upon completion of the concession period, all installed assets shall be **transferred to ITPO in good working condition**.

5.10. Exit & Default Conditions

If the bidder fails to perform O&M obligations, meet uptime requirements, or defaults on License Fee (except due to payment issues from ITPO), ITPO reserves the right to **terminate the contract, encash PBG, and blacklist the bidder** as per RFP conditions.

NOTE: Facilities management such as security, housekeeping, ticketing etc. are excluded from scope of work.

6. Deliverables and Project Timelines

Indicative Project Timeline

S No	Milestone	Time
1	Design and Working Drawings	T+ 30 days
2	Supply of Hardware on site	T+ 90 days
3	Installation, Testing & Commissioning	T1 = T+ 120 days
5	Operations and Maintenance	T1+ 10 Years

7. Liquidated Damages and Penalties

Without prejudice to any other rights or remedies available to ITPO under the contract or applicable law, the following penalties shall be levied on the Selected Agency/OEM under the PPP framework:

1. In case any error, variation, deficiency, or non-performance is detected in the services rendered by the Selected Agency, attributable to negligence or lack of due diligence, ITPO shall assess and quantify the impact. The same shall be recovered as liquidated damages at the rate of 2% (two percent) of the Project Cost per week, subject to a maximum of 10% (ten percent) of the Project Cost.
2. Any delay in completion, installation, and commissioning of the digital signage network (including all approved locations) shall attract liquidated damages at the rate of 2% (two percent) of the Project Cost per week of delay, subject to a maximum of 10% (ten percent) of the Project Cost.
3. a. The Selected Agency shall ensure a minimum uptime of 97% as per SLA. Any shortfall shall attract penalties as defined in the penalty clause of the RFP.
b. Delay in rectification of faults/defects shall attract liquidated damages calculated at an annual rate of 20% of the notional yearly O&M cost, imposed on a pro-rata daily basis.
4. In case of delay in payment of revenue share as License Fee to ITPO beyond the stipulated timeline, the Selected Agency shall be liable to pay interest at the rate of 18% per annum on the delayed amount for the period of delay.
5. Liquidated damages and penalties shall be recoverable from:

Revenue share payable to the Selected Agency, or
Performance Bank Guarantee (PBG), or
Any other dues payable to the Selected Agency under the contract.
6. In case any amount is recovered from the PBG, the Selected Agency shall replenish the PBG to its original value within 30 (thirty) days from the date of such recovery.
7. In case of repeated non-performance, failure to meet uptime requirements, or continuous revenue/payment defaults, ITPO reserves the right to: Terminate the contract, Encash the full PBG, and Initiate blacklisting/debarment proceedings as per applicable rules.

8. Payment Terms

Under the Public-Private Partnership (PPP) framework, the project shall be executed on a 100% CAPEX model, wherein the Selected Agency/OEM shall undertake the entire capital investment required for design, supply, installation, commissioning, and operation of the LED Digital Signage network.

Accordingly, no capital payment shall be made by ITPO. The Selected Agency shall recover its investment through monetization of the digital signage network during the concession period, in accordance with the provisions of this RFP.

8.1 Revenue Model

The Selected Agency shall be entitled to generate revenue through advertisement and media utilization of the digital signage network.

1. Revenue Definition

- Gross Advertising Revenue shall mean total revenue generated from advertisements and media usage.
- Net Realizable Revenue shall mean Gross Advertising Revenue after deduction of actual electricity charges incurred for operation of the LED displays.

2. Revenue Sharing Mechanism

The Selected Agency shall pay Revenue Share (%) as License Fee to ITPO of Net Realizable Revenue, throughout the concession period.

8.2 Revenue Share Revision Structure

The quoted Revenue Share (%) to be paid as License Fee shall be applicable **from the date of commencement of commercial operations** and shall remain **fixed and binding throughout the entire concession period**.

8.3 Payment Mechanism

1. All advertisement revenues shall be deposited into a designated Escrow Account jointly maintained by ITPO and the Selected Agency.
2. The escrow mechanism shall ensure:
 - Deduction of electricity charges
 - Computation of Net Realizable Revenue
 - Payment of ITPO's dues (License Fee)
 - Disbursement of balance to the Selected Agency
3. The Selected Agency shall submit monthly statements including:
 - Revenue generated
 - Electricity charges deducted
 - Net Realizable Revenue
 - ITPO share calculation
 - Proof-of-Play (PoP) reports
4. Payments to ITPO shall be made on a quarterly basis, calculated on a pro-rata basis of the applicable Revenue Share, to be paid as License Fee, in accordance with the above mechanism. Any adjustment, if required, based on reconciliation of revenue shall be carried out at the end of each quarter.

8.4 Deductions and Compliance

- All payments shall be subject to applicable taxes, TDS, and statutory deductions.
- Any delay in payment of ITPO dues shall attract interest @ 18% per annum.
- ITPO reserves the right to audit financial records, CMS data, and escrow transactions at any time during the concession period.

8.5 General Conditions

- Revenue sharing shall commence from the date of commercial operations.
- The Selected Agency shall ensure transparent and auditable financial reporting.
- In case of any shortfall in payment, ITPO reserves the right to recover dues from the Escrow Account, Performance Bank Guarantee (PBG), or other payable amounts.

All invoices and revenue reports shall be submitted in formats prescribed by ITPO. ITPO reserves the right to audit revenue records, CMS logs, and financial statements at any time during the contract period.

9. Opening and Evaluation of Bids

9.1 Opening of Technical e-Bid

1. ITPO shall open all Technical Bids on the prescribed date and time at the notified venue or through the e-procurement portal.
2. In case the bid opening date is declared a holiday, the bids shall be opened on the next working day at the same time and venue.

9.2 Opening of Financial e-Bid

1. After evaluation of Technical Bids, ITPO shall notify bidders whose bids are found non-responsive or not meeting eligibility/technical criteria. Their Financial Bids shall not be opened.
2. ITPO shall simultaneously notify the technically qualified bidders through email/e-procurement portal.
3. Financial Bids of only technically qualified bidders shall be opened on a notified date and time. The quoted Revenue Share (%) shall be disclosed during the opening.

9.3 Evaluation of Bids

The bids shall be evaluated by a duly constituted Evaluation Committee of ITPO. The evaluation shall be carried out under the Quality and Cost Based Selection (QCBS) method with 70:30 weightage (Technical: Financial).

9.4 Bid Evaluation Procedure

The evaluation shall be carried out in the following stages:

Stage–1: Pre-Qualification & Technical Evaluation

Pre-Qualification (Eligibility)

1. Bidders must satisfy the Eligibility Criteria specified in Section 3 of the RFP.
2. Only bidders meeting all eligibility requirements shall be considered for Technical Evaluation.
3. Non-responsive bids shall be rejected and shall not be considered further.

Technical Evaluation

1. Technical evaluation shall be carried out as per Section 4 (Technical Criteria).
2. Bidders shall be evaluated under Criteria A and B. Only those bidders scoring minimum 40 marks out of 70 shall be considered for evaluation under Criteria C (Presentation).
3. Post evaluation of all criteria (A+B+C), bidders must obtain minimum 70 marks out of 100 to qualify for Financial Bid opening.
4. Normalized Technical Score (Tn) shall be calculated as:
$$Tn = 100 \times (\text{Technical Marks of the Bidder} / \text{Highest Technical Marks Obtained})$$

Stage–2: Financial Evaluation

1. Bidders shall submit their Financial Bid as per Annexure–IV, indicating:
 - o Percentage of Revenue Share (%) offered to ITPO as License Fee
2. Minimum Financial Threshold:
 - The quoted Revenue Share shall **not be less than 25%** of Net Realizable Revenue.
 - Any bid not meeting the above threshold shall be summarily rejected.
3. Since this is a PPP Revenue Model, the evaluation shall follow H1 (Highest Return to ITPO) instead of L1.
4. The Financial Score (Fn) shall be calculated solely based on the Revenue Share (%) quoted by the bidder to be paid to ITPO as License Fee.
5. The Financial Score shall be computed as:
$$Fn = 100 \times (\text{Bidder's Revenue Share} (\%) / \text{Highest Revenue Share} (\%) \text{ among bidders})$$

Stage–3: Final Selection (QCBS)

1. The final selection shall be based on combined QCBS score as per the formula:

Final Score (S) = (0.70 × Tn) + (0.30 × Fn)

2. The bidder obtaining the highest Final Score shall be declared the Selected Agency.
3. In case of a tie in final scores, the bidder with the higher Technical Score shall be declared successful.

9.4 Site Visit by ITPO

As part of the evaluation process, ITPO or its designated agency shall be allowed to visit and examine or verify the bidder's system capabilities as defined in the Technical Proposal. The bidder, if asked by the ITPO, shall arrange and facilitate such visit. The cost of such visits to the Sites shall be at the ITPO expense.

1. Correction of Errors
 - a. Financial bids determined to be responsive will be checked by the ITPO for any arithmetic errors. Where there is a discrepancy between the rate quoted in the financial bid, in figures and in words, the amount in words will prevail over the amounts in figures, to the extent of such discrepancy.
 - b. Provided that the Financial Proposal is substantially responsive, ITPO will correct arithmetical errors during evaluation of Financial Proposals on the following basis:
 - i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of ITPO there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected; or
 - ii. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and
 - iii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.
2. If the bidder does not accept the correction of errors then the bid of that bidder shall be disqualified, and the EMD may be forfeited.

10. Instruction to Bidders

10.1 General

- All information supplied by bidders shall be treated as contractually binding on the bidders on successful award of the assignment by ITPO on the basis of this tender.
- No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the ITPO. ITPO may cancel this RFP at any time prior to a formal written contract being executed by or on behalf of ITPO.
- This RFP does not constitute an offer by ITPO. The bidder's participation in this process may result in the ITPO selecting the bidder to engage towards execution of the contract.
- The personnel assigned by the successful Bidder to perform the Services shall be employees of Bidder and under no circumstances shall such personnel be considered employees of The ITPO or its nominated agencies. The Bidder shall have the sole responsibility for the supervision and control of the personnel deployed in the Project and for payment of such personnel's compensation, including salary, Medical insurance etc and withholding of income taxes and social security taxes, worker's compensation, employee and disability benefits and the like and shall be responsible for all obligations of an employer subject to Applicable Law.

10.2 Validity of the bids

- Bids shall remain valid upto 90 days from the date of opening of bids. The ITPO reserves the right to reject a proposal valid for a shorter period as non-responsive.
- In exceptional circumstances, the ITPO may solicit the bidder's consent to extend the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional.
- ITPO reserves the right to annul the tender process, or to accept or reject any or all bids in whole or part at any time without assigning any reasons and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such a decision.

10.3 Tender Document Fees

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

10.4 Amendment to the Tender document

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

10.5 Clarifications on Submitted bids

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

10.6 Earnest Money Deposit (EMD)

- The bidder shall furnish EMD, as part of the Eligibility Criteria, as per detail provided in the Document Control sheet.
- The EMD shall be in Indian Rupees and the bidder has to pay through online mode or in the form of a Bank Guarantee or Demand Draft, from a scheduled Indian Bank in favour of India Trade Promotion Organisation.
- EMD of the successful bidder will be released after the successful bidder signs the final agreement and furnishes the Performance Bank Guarantee (PBG) as performance security.
- EMD of all unsuccessful bidders would be refunded by ITPO as promptly as possible after the signing of the agreement with the successful bidder.
- The EMD submitted shall be interest free and will be refundable to the bidders without any accrued interest on it.
- MSME are exempted from submission of Tender Fee and EMD on the production of requisite proof in the form of registration certificate.
- The Earnest Money will be forfeited on account of one or more of the following reasons:-
 - ✓ Bidder withdraws its bid during the validity period specified in the RFP.
 - ✓ Bidder does not respond to requests for clarification of its bid.
 - ✓ Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
 - ✓ In case of a successful bidder, the said bidder fails to sign the contract in time; or furnish Performance Bank Guarantee in time.

10.7. Preparation of Bid

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

- The Bidder is expected & deemed to have carefully examined all the instructions, guidelines, forms, requirements, appendices and other information along with all terms and conditions and other formats of the bid. Failure to furnish all the necessary information as required by the bid or submission of a proposal not substantially responsive to all the requirements of the bid shall be at the Bidder's own risk and may be liable for rejection.
- The Bid and all associated correspondence shall be written in English and shall conform to prescribed formats. If any supporting documents submitted are in any language other than English, a translation of the same in English language is to be duly attested by the Bidders. Any interlineations, erasures or over writings shall be valid only if they are authenticated by the authorized person signing the Bid.
- The bid shall only be uploaded on the tender portal by the Bidder or duly authorized person(s) to bind the Bidder to the contract. The bids submitted by fax/e-mail etc. shall not be accepted. No correspondence will be entertained on this matter.
- All payments / deposits / fees with respect to this tender shall be in Indian Rupee only.
- No bidder shall be allowed to modify, substitute, or withdraw the Bid after the last date of its submission.
- The bidder shall be responsible for all costs incurred in connection with participation in the Bid process, including, but not limited to, costs incurred in the conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of bid, in providing any additional information required by ITPO to facilitate the evaluation process, in negotiating definitive "Successful bidders" and all such activities related to the bid process. The ITPO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- Every page of the documents submitted by the bidder must be duly signed by the authorized signatory of the bidder along with the Organization seal.
- Failure to comply with the below requirements shall lead to the Bid rejection:-
 - ✓ Comply with all requirements as set out within this RFP.
 - ✓ Submission of the forms and other particulars as specified in this RFP and respond to each element in the order as set out in this tender.
 - ✓ Non-submission of all supporting documentation specified in this RFP, corrigendum or any addendum issued.

10.8 Disqualifications

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

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

10.9 Deviations

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

10.10 Clarification on Tender Document

The bidders requiring any clarification on the bid/ RFP document may submit its queries on or before the last date of clarifications/queries as mentioned in the Document Control Sheet in the **following format ONLY in a MS Excel file**, otherwise the query will not be accepted:

Bidder Name	S No.	Page No.	RFP Clause No.	Existing Clause	Clarification/Request Sought
	1				
	2				

Pre-Clarification/Corrigendum document will be part of the RFP.

10.11 Notification of Award of Contract

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

10.12 Performance Bank Guarantee

The Performance Bank Guarantee equal to 5% of the contract value (inc GST) shall be submitted by the successful bidder as per below table.

S No	Amount	Expiry	Claim
1	5% of 95% of the Contract Value inc GST	4 months	6 months post expiry period
2	5% of 5% of the Contract Value inc GST	5 years 4 months	6 months post expiry period

Performance Bank Guarantee shall be rounded off to the nearest thousand Indian Rupees and made from Nationalized/Scheduled Bank in India or a Foreign Bank with Class A Banking License and above in favour of "ITPO" as per Annexure-III. The Performance Bank Guarantee shall be submitted within 30 (Thirty) days from the day the contract is signed. That failure of the "Successful Bidder" to submit Performance Bank Guarantee as per the terms of this clause, shall result in forfeiture of EMD and annulment of the award of the contract.

Performance Bank Guarantee would be returned only after adjusting or /recovering any dues recoverable/payable from/by the Bidder including but not limited to any claims, losses, damages, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations on any account under the contract. EMD of the successful bidder will be returned on the submission of performance bank guarantee.

10.13 Signing of the Contract

- The Successful Bidder will sign the contract with the ITPO within 15 working days of the release of notification or Letter of Intent.
- After signing of the contract, no variation or modification of the terms of the contract shall be made except by mutual written amendment signed by both parties.

10.14 Fraud and Corrupt Malpractices

- All Bidders must observe the highest standards of ethics during the process of selection of "Successful Bidder" and during the performance and execution of contract.
- For this purpose, definitions of the terms are set forth as follows:
- **"Corrupt practice"** means the offering, giving, receiving or soliciting of anything of value to influence the actions of the ITPO or its personnel in contract executions.
- **"Fraudulent practice"** means a misrepresentation of facts, in order to influence a selection process or the execution of a contract, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or noncompetitive levels and to deprive ITPO - of the benefits of free and open competition.
- **"Unfair trade practice"** means supply of services different from what is ordered on, or change in the Scope of Work.
- **"Coercive practice"** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of a contract.
- Without prejudice to the rights hereinabove the ITPO will reject a proposal for award, if it determines that the Bidder recommended for award, has been determined to have been engaged in corrupt, fraudulent, unfair trade or Coercive practices.
- ITPO will declare a bidder ineligible, either indefinitely or for a stated period of time, for award of contract, if the bidder is found to be engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract at any point of time.

10.15 Waivers

ITPO may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

10.16 Confidentiality

The Successful Bidder and their personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or the ITPO or operations without the prior written consent of the Department unless it is directed to do so by any statutory entity that has the power under law to require its disclosure.

10.17 Duties, Taxes and Statutory Levies

- The Bidder shall bear all personal taxes levied or imposed on account of payment received under this Contract.
- The Bidder shall bear all corporate taxes, levied or imposed on account of payments received from ITPO for the work done under this Contract.
- The bid amount shall be exclusive of Goods & Services Tax ("GST"). The ITPO shall pay the GST amount as and where applicable at the prevailing rate and at actuals. However, other than GST, the bidder shall bear all other taxes and duties etc. levied or imposed under the Contract for submission of final price bid, i.e., on account of payments received by him for the work done under the Contract. It shall be the responsibility of the Bidder to submit to the concerned tax authorities the returns and all other connected documents required for this purpose. The Bidder shall also provide such information to the ITPO from time to time, as it may be required in regard to the Bidder's details of payment made by the ITPO under the Contract for proper assessment of taxes and duties. The amount of tax withheld by ITPO shall at all times be in accordance with Indian Tax Law and will furnish to the Bidder original certificates (Challans) for tax deduction at source and paid to the Tax Authorities.
- The Bidder shall be solely responsible for the payment /fulfillment of its tax liabilities and obligations under the Income Tax Act and other such laws in force and ITPO shall not bear responsibility for the same.

11. General Terms and Conditions

A. Standards of Performance

The Service Provider shall perform the services and carry out their obligations under the contract with due diligence, efficiency, and economy in accordance with generally accepted professional standards and practices. The Service Provider shall always act in respect of any matter relating to this contract as faithful advisor to ITPO. The Service Provider shall always support and safeguard the legitimate interests of the ITPO, in any dealings with the third party. The Service Provider shall abide by all the provisions or Acts or Rules etc. of Information Technology prevalent in the country and conform to the standards laid down in this RFP document, in totality.

B. Delivery and Documents

- a. The Service Provider shall submit all the deliverables on due date as per the delivery schedule. The Service Provider shall not without ITPO prior written consent disclose the contract, drawings, specifications, plans, patterns, samples to any person or agency other than an entity employed by ITPO for the performance of the contract. In case of termination of the contract, the entire document(s) used by the Service Provider in the execution of the project shall become property of ITPO.
- b. The bidder shall also provide all necessary documentation as mentioned in the Deliverables section of this RFP as part of the deliverables.
- c. The bidder shall provide all necessary support whenever requested by the ITPO during the entire contract period.

C. Language of Proposal

The Proposals prepared by the bidder and all correspondence and documents relating to the proposal exchanged by the bidder and ITPO, shall be written in the English language, provided that any printed literature furnished by the bidder may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

D. Language of Contract

The contract shall be written in the Official Language or English. All correspondence and other contract documents, which the parties exchange, shall also be written/ translated accordingly in that language. For purposes of interpretation of the contract, the English documents/ translation shall prevail.

E. Authorized Signatory for Bidder

The authorized signatory should be the duly Authorized Representative of the bidder, for which a copy of Power of Attorney or Board Resolution will be submitted along with the technical bid of this RFP. All the documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the Authorized Representative. The Power of Attorney or Board Resolution, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder shall be annexed to the Proposal. ITPOs may reject outrightly any Proposal not supported by adequate proof of the signatory's authority.

F. Suspension of Payments

ITPO may, by written notice to bidder, suspend all payments under dispute to the bidder hereunder if the bidder fails to perform any of its obligations under this contract including the carrying out of the services, provided that such notice of suspension:

- Shall specify the nature of failure.
- Shall request the bidder to remedy such failure within a period not exceeding thirty (30) days after receipt by the bidder of such notice of failure.

G. Notice

Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the address mentioned in the agreement.

H. Progress of Project

The Service Provider would be required to intimate the progress of the project to the ITPO in a frequency and manner as may be prescribed post mutual consultation and agreement with the Service Provider after the award of contract.

I. Forfeiture of Performance Bank Guarantee

In case of a Service Provider, the PBG submitted shall be forfeited under the following conditions:

- If the Service Provider violates any such important conditions of this RFP.
- If the Service Provider indulges any such activities as would jeopardize the interest of ITPO in timely completion of this contract.
- The decision of the ITPO regarding forfeiture of PBG shall be final and in case of dispute this will be governed by the section on Arbitration and Legal Jurisdiction of this RFP.

J. Probity & Publicity

I. ITPO requires all the bidders to:

- Declare any actual or potential conflict of interest.
- Not collude with any other bidder or any other contractor who is a potential bidder.
- Comply with all laws in force in India applicable to the bidding procedure like TRAI regulations, DND compliances, Labor Laws, Taxation Laws etc.
- Not attempt to influence the outcome of the bidding procedure by offering any employment, payment or any other incentive to or in any way seek to improperly influence any person employed or engaged by ITPO.
- Not make any press releases or responses to media enquiries and questions pertaining to this process or the subsequent engagement process without ITPO/s written approval.

II. If the bidders act contrary to these requirements, ITPO reserves the right to: Terminate negotiations

- Terminate consideration of the bid and
- Terminate any contract that may have been executed by ITPO with such a bidder without any obligation on ITPO to make any payments to the bidder.

K. Reservation of Rights

ITPO reserves the right to:

- Extend the closing date for submission of the bids.
- Amend the bid requirements at any time prior to the closing date.
- Seek information from or negotiate with one or more of the bidders on any issue at any time and to continue to negotiate with one or more of the bidders.
- Discontinue negotiations at any time with any bidder.
- Terminate or abandon this procedure or the entire project before or after the receipt of bids.

- Seek the advice of external consultants to assist ITPO in the evaluation or review of bids.
- Make enquiries of any person, company, or organization to ascertain information regarding the bidder and their bid.

L. Compliance with Statutory Laws

All applicable laws (Central/State/Municipal/Local Laws etc.) including labour laws must be complied with/followed by the contractor/agency.

M. Governing Laws

Engagement contract shall be covered and construed in accordance with Laws of India including without limitation, the relevant Central and State Acts and Rules, Regulations and Notifications issued and amended thereunder from time to time.

N. Non-Waiver

Waiver of any breach of the provision of, or any default under the engagement contract must be in writing and signed by the Party granting the waiver. No failure or delay on the part of either Party in exercising or any omission to exercise any right or remedy accusing to either Party under the engagement contract shall be a waiver thereof, nor will any partial exercise of any right or remedy particular be a waiver of further exercise of that right or remedy.

O. Exit Management

- The Service Provider shall submit a detailed exit management plan along with the technical proposal. The Service Provider needs to update the transition and exit management plan on yearly basis or earlier in case of major changes during the entire contract duration. This plan needs to be discussed and approved by the ITPO.
- The exit management plan shall deal with at least the following aspects:
 - a. A detailed plan of the transfer process that shall be used in conjunction with a replacement Service Provider including details of the means to be used to ensure continuing provision of the services throughout the transition process or until the cessation of the services, and of the management structure to be used during the transfer;
 - b. Plans for the communication with key stakeholders as may be necessary to avoid any material detrimental impact on solution's operations as a result of undertaking the transfer;
 - c. Plans for training of the replacement agency (if any) to run the operations of the State-of-the-Art Facilitation Centre Services to ensure similar user experience. The delivery of training along with handholding support on the same would be the joint responsibility of Service Provider and ITPO.
- All risks during the transition stage shall be properly documented by the Service Provider in the exit management plan and mitigation measures shall be planned in advance so as to ensure a smooth transition without any service disruption.
- The transition & exit management period will start two (2) months before the expiration of the contract. The Service Provider will provide shadow support for at least one (1) month and secondary support for an additional one (1) month before the end of the O&M period or expiry of the contract, as applicable at no additional cost to the ITPO.
- In case of termination, the exit management period will start from the effective date of termination, or such other date as may be decided by the ITPO and communicated to the Service Provider.
- The Service Provider must ensure closing off all critical open issues as on date of exit. All other open issues as on date of exit shall be listed and provided to the ITPO.
- The Service Provider shall provide necessary knowledge transfer and transition support along with the deliverables as indicated below to the replacement agency or ITPO:
 - a. Complete updated documentation for the entire solution shall be handed over to the ITPO or replacement agency.
 - b. Handover of all the data (database back-up), licenses or keys or credentials (if any) etc. for all OEM

products supplied or maintained in the system.

- c. Handover of the list of complete inventories of all assets created for the project.
 - The Service Provider shall be released from the project once successful transition is completed by meeting the parameters defined for successful transition.
 - During the exit management period, the quality of services by the Service Provider shall not be deteriorated and best efforts shall be put by the Service Provider to maintain it as earlier.
 - Payments during the exit management period shall be made in accordance with the payment plan of this RFP.

P. Indemnification and Limitation of Liability

1) Indemnity

Contractor/Agency shall indemnify, defend and hold ITPO and its officers/officials harmless against any and all proceedings, actions, losses, damages, expenses, costs and third party claims whatsoever whether financial or otherwise, including liability for payment of contributions/dues to EPFO/ESIC/Govt. Departments/Local Bodies/Statutory Authorities etc. which ITPO may sustain, incur, suffer or be exposed to at any time during the subsistence of the Contract and subsequent thereto relating to the period of Contract, arising out of a breach by the Contractor/Agency, its sub-contractors, sub-agents, employees, etc. of any of its obligations under the Contract.

2) Limitation of Liability

- a) The aggregate liability of the Service Provider (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this contract, including the work, deliverables or services covered by this contract, shall be the payment of direct damages only which shall in no event exceed one time the total contract value payable under this contract. The liability cap given under this clause shall not be applicable to the indemnification and confidentiality obligations set out in RFP.
- b) In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third-party claims (other than those set-forth in indemnification clause) even if it has been advised of their possible existence.
- c) The allocations of liability in this clause represent the agreed and bargained for understanding of the parties and compensation for the services reflects such allocations. Each party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other party pursuant to this contract by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

Q. Confidentiality

Contractor/Agency shall maintain high level of professional ethics and shall not act in any manner, which is contrary to any laws and/or detrimental to ITPO's interest. Contractor/Agency shall treat as confidential any and all data, information and records, obtained/received in the performance/execution of its responsibilities, in strict confidence and shall not reveal such data, information or records to any other person/party without the prior written approval of the ITPO, even after expiry/termination/determination of the Contract. ITPO shall take necessary legal and other remedial actions for infringement of this clause.

R. Disputes and Resolutions

In case of any dispute, both the parties shall make all efforts to resolve by way of conciliation process. In the event any doubt, dispute or difference arising out of or in relation to the Contract remains unresolved, both the parties to the Contract will mutually appoint a Sole Arbitrator, in accordance with the Arbitration and Conciliation Act, 1996. The provisions of Arbitration & Conciliation Act, 1996 (as amended from time to time) shall apply to both the parties. The fee payable to the Arbitrator shall be paid equally by both the parties. The language used in the arbitral proceedings shall be English. The venue of the arbitration proceedings shall be the Office of ITPO, i.e. Pragati Maidan, New Delhi.

S. Conflict of Interest

- Where there is any indication that a conflict of interest exists or may arise, it shall be the responsibility of

the Bidder to inform ITPO, detailing the conflict in writing as an attachment to this RFP.

- The ITPO will be the sole Arbitrator in cases of potential conflicts of interest. Failure to notify the ITPO of any potential conflict of interest will invalidate any verbal or written agreement.
- A Conflict of Interest is where a person who is involved in the procurement has or may be perceived to have a personal interest in ensuring that a particular Bidder is successful.
- Actual and potential conflicts of interest must be declared by a person involved in a Bid process.

T. Disqualification

ITPO may at its sole discretion and at any time during the evaluation of RFP, disqualify any bidder, if the bidder has:

- Submitted the RFP documents after the response deadline.
- Made misleading or false representations in the forms, statements and attachments submitted in proof of the pre-qualification requirements.
- Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc., in any project in the preceding three years.
- Submitted an RFP that is not accompanied by required documentation or is non-responsive.
- Failed to provide clarifications related thereto, when sought.
- Submitted more than one bid.
- Declared ineligible by the Government of India/State/UT for corrupt and fraudulent practices or blacklisted.

U. Right to Terminate the RFP Process

- ITPO may terminate the said RFP process at any time without assigning any reason. ITPO makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- This RFP does not constitute an offer by ITPO. The bidder's participation in this process may result in short listing the eligible bidders.

V. Amendments in RFP

At any time prior to the deadline for submission of the RFP, ITPO may for any reason modify the RFP. The prospective bidders having received the RFP shall be notified of the amendments through the website and such amendments shall be binding on them.

W. Severability

If any provision or condition of this Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this Contract.

X. Force Majeure

If at any time, during the continuance of this Contract, the performance in whole or in part, by either party, of any obligation under this Contract is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, act of State or direction from Governmental Authority, explosion, epidemic, pandemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the Parties), fire, floods, natural calamities or any act of GOD (hereinafter referred to as "Event"), provided notice of happenings of any such Event is given by the affected party to the other, within 7 Calendar days from the date of occurrence thereof, neither Party shall,

by reason of such event, be entitled to terminate this Contract, nor shall either Party have any such claims for damages/compensation/costs/expenses against the other, in respect of such non-performance or delay in performance provided the Contract shall be resumed as soon as practicable, after such Event comes to an end or ceases to exist.

The decision of the CMD, ITPO as to whether the service may be so resumed (and the time frame within which the service may be resumed) or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event for a period exceeding 30 days, either party may, at its option, terminate the Contract.

Y. Miscellaneous

- All the deliverables and the data generated during the entire contract period of this project, will be the sole property of ITPO.
- In the event the Service Provider or the concerned division of the Service Provider is taken over or bought over by another company, all the obligations under the agreement with ITPO, should be passed on the compliance by the new company or new division in the negotiation for their transfer.

Z. Intellectual Property Rights

ITPO's name/logo/other IPRs shall be the sole and exclusive property of ITPO only. For any misuse/misrepresentation/unauthorized use of ITPO's name/logo/IPRs by the Contractor/Agency and/or their sub-agents/sub-contractors/employees etc., the Contractor/Agency shall be held solely responsible. ITPO shall not be responsible for any harm or loss caused to any third party because of any such misuse/misrepresentation/unauthorized use of ITPO's name/logo/IPRs and/or any claim(s) relating to infringement of any intellectual property rights committed by them/their sub-agents/sub-contractors/employees etc. Contractor/Agency shall indemnify ITPO against any misuse/misrepresentation/unauthorized use of ITPO's name/logo/IPRs. ITPO shall take necessary legal and other remedial actions, as deemed fit, for such violations.

AA. Jurisdiction

All disputes arising out of and in relation to the contract between the parties herein shall be governed by Laws of India subject to the exclusive jurisdiction of the courts of Delhi only.

AB. Integrity Pact

The Bidder shall submit a duly signed Integrity Pact as per Annexure–IX along with the bid. The Integrity Pact shall be applicable for this procurement process and subsequent execution of the Contract.

Non-submission of the Integrity Pact, duly signed by the authorized signatory of the bidder, shall lead to rejection of the bid.

The Integrity Pact shall be binding on both ITPO and the bidder for ensuring transparency, fairness, and probity in the bidding process and execution of the contract.

Annexure-I: Affidavit for Undertaking

[To be submitted on bidder's/lead bidder's letterhead]

Date: XX/XX/XXXX

To,

**The DGM (IT),
India Trade Promotion Organisation,
Gate no.9 Bharat Mandapam, New Delhi - 110001**

Subject: Declaration

Dear Sir,

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

I/we certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of Penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

Sincerely Yours,

(Signature of Authorized Signatory)

Name:

Title:

Annexure-II: Experience of executing and successfully completing work

[To be submitted on bidder's/lead bidder's letterhead]

Date: XX/XX/XXXX

To,

**The DGM (IT),
India Trade Promotion Organisation,
Gate no.9 Bharat Mandapam, New Delhi - 110001**

Subject: Experience of executing and successfully completing work along with the work order and completion certificate

Dear Sir,

This is to certify that I/We have worked and successfully completed the below mentioned works. Work order and completion certificate have been attached.

S.No.	Ref No.	Name of the Work	Name of the ITPO	Start date	End date	Value of Work (INR)	Applicable Clause(s) of Section 3 or 4
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Sincerely Yours,

(Signature of Authorized Signatory)

Name:

Title:

Annexure-III: Format for Performance Bank Guarantee (Hard copy required post contract is awarded)

(To be submitted in hard copy after award of contract)

To,
The DGM (IT)
India Trade Promotion Organisation (ITPO)
Gate No. 9, Bharat Mandapam
New Delhi – 110001

PBG No.: _____

Date: _____

Subject: Performance Bank Guarantee for “Design, Supply, Installation, Commissioning and Operation of High-End LED Digital Signage System at Bharat Mandapam, New Delhi under PPP Model”

Dear Sir,

We, _____, having our registered office at _____ (hereinafter referred to as the “**Bank**”, which expression shall include its successors and permitted assigns), hereby issue this Performance Bank Guarantee in favour of **India Trade Promotion Organisation (ITPO)** (hereinafter referred to as the “**Beneficiary**”).

Whereas:

A. M/s _____ (hereinafter referred to as the “**Selected Agency/OEM**”), having its registered office at _____, has entered into an Agreement dated _____ with ITPO for **Design, Supply, Installation, Commissioning, Operation and Maintenance of LED Digital Signage Network under PPP Model at Bharat Mandapam, New Delhi** (hereinafter referred to as the “**Agreement**”).

B. As per the terms of the Agreement, the Selected Agency/OEM is required to furnish a **Performance Bank Guarantee equivalent to 5% of the total project value** to secure due performance, uptime obligations, revenue sharing commitments, and maintenance responsibilities.

C. At the request of the Selected Agency/OEM, we hereby issue this irrevocable Bank Guarantee for an amount of **INR _____ (Rupees _____ only)** (hereinafter referred to as the “**Guarantee Amount**”).

Guarantee Terms:

1. **Performance Guarantee**

We irrevocably and unconditionally guarantee the due and faithful performance of all obligations of the Selected Agency/OEM under the Agreement, including but not limited to:

- Installation and commissioning timelines
- Operation & Maintenance (O&M) obligations
- Minimum uptime requirements (as per SLA)
- Revenue sharing commitments

We undertake to pay the Beneficiary, upon first written demand, any sum up to the **Guarantee Amount**, without demur, upon receipt of a written declaration stating that the Selected Agency/OEM has failed to fulfill its contractual obligations.

2. **Invocation Conditions**

The Beneficiary shall be entitled to invoke this Guarantee in case of:

- Failure to meet uptime or SLA requirements
- Non-payment/delay in License Fee

- Non-performance or abandonment of project
- Breach of contractual obligations

The Bank shall make payment within **7 working days** of receipt of a valid demand.

3. **Validity**

This Guarantee shall remain valid for the entire **concession period of 10 years**, including installation and O&M period, and shall be extended as required by the Agreement.

The Guarantee shall remain enforceable until _____ (**Expiry Date**).

Claims must be made within the validity period or within **90 days thereafter**.

4. **Non-Discharge Clause**

This Guarantee shall remain valid and enforceable notwithstanding:

- Any change in constitution of the Selected Agency/OEM
- Any amendment to the Agreement
- Any extension of time granted by ITPO

5. **Replenishment Clause**

In case any amount is recovered from this Guarantee, the Selected Agency/OEM shall replenish the Guarantee to its original value within **30 days**.

6. **Nature of Guarantee**

- This Guarantee is **irrevocable and unconditional**
- This Guarantee is **payable on first demand without demur**
- The Bank shall not require proof of breach beyond the Beneficiary's written declaration

7. **Governing Rules**

This Guarantee shall be governed by:

- **Uniform Rules for Demand Guarantees (URDG 758)**
- Laws of India
- Jurisdiction: **Courts of New Delhi**

Notwithstanding anything stated above:

1. Our total liability under this Guarantee shall not exceed **INR** _____.
2. This Guarantee shall remain valid up to _____ (**Expiry Date**).
3. We are liable to pay only upon receipt of a written claim within the validity period.

For and on behalf of the Bank

(Signature)

Name: _____

Designation: _____

Seal of the Bank

Annexure–IV: Financial Proposal

(On the letterhead of the bidder)

Date: _____

To,
DGM
India Trade Promotion Organisation
Gate No. 9, Bharat Mandapam
New Delhi – 110001

Subject: Financial Proposal for Selection of Agency for Design, Supply, Installation, Commissioning, and Operation of LED Digital Signage under PPP Model at Bharat Mandapam, ITPO, New Delhi

Sir,

We have carefully examined the entire RFP document and have fully understood the scope of work, terms and conditions, and other requirements specified therein. We hereby confirm that we shall abide by all the terms and conditions of the RFP and that there are no deviations from the same.

We further declare that no Central Government, State Government, Public Sector Undertaking, or any other Government / Quasi-Government organization has barred or blacklisted us from participating in any bid.

1. Financial Offer

In accordance with the provisions of the RFP under the Public-Private Partnership (PPP) Model, we hereby submit our Financial Bid as follows:

S. No.	Component	Description	Bidder's Offer
1	Revenue Share (%) to be paid as License Fee	Percentage of Net Realizable Revenue payable to ITPO (after deduction of electricity charges) as License Fee	_____ %

2. Revenue Sharing Commitment

We hereby agree that:

- Revenue sharing shall be calculated on Net Realizable Revenue, i.e., Gross Advertising Revenue after deduction of electricity charges.
- The quoted Revenue Share shall not be less than 25% of Net Realizable Revenue.
- The quoted Revenue Share (%) shall be applicable from the date of commencement of commercial operations.
- The quoted Revenue Share (%) shall remain fixed and binding throughout the entire concession period.

3. Financial Evaluation Parameter

- The Financial Score (Fn) shall be calculated solely based on the Revenue Share (%) quoted by the bidder to be paid to ITPO as License Fee.
- The Financial Score shall be computed as:

$$Fn = 100 \times (\text{Bidder's Revenue Share (\%)} / \text{Highest Revenue Share (\%)} \text{ among bidders})$$

- The bidder quoting the highest Revenue Share (%) shall be ranked H1.

4. General Declarations

- The above financial quote is inclusive of all costs, including CAPEX investment, operations, maintenance, manpower, content management, and any other expenses required for execution of the project.
- We agree to comply with the Escrow Mechanism and all financial provisions specified in the RFP.
- We understand that the selection shall be based on QCBS methodology (70:30) and financial evaluation shall be based on Revenue Share (%).

We abide by the above offer and the terms and conditions of the RFP. If selected, we shall execute the project in accordance with the provisions of the RFP. In case of failure to perform, the Bid Security shall stand forfeited without prejudice to the rights of ITPO.

Until a formal Agreement is executed, this bid along with the Letter of Award (LoA) shall constitute a binding contract between us.

We understand that ITPO is not bound to accept the lowest or any bid received.

We hereby declare that the information provided above is true and correct. Any misrepresentation or omission may lead to rejection of our bid and forfeiture of Bid Security.

Sincerely,

Name: _____
Name of the Firm/Agency: _____
Designation: _____
Address: _____
Mobile: _____
Email: _____

Signature of Authorized Signatory
(With Seal/Stamp)

Annexure-V: Financial Capability Statement

Format for submitting financial capability

[To be submitted on CA's letterhead]

I hereby declare that I have scrutinized and audited the financial statements of M/s _____. Turnover of (name of the Bidder) as per audited statement is as follows:

Financial year	Turnover (INR Crore)
2022-23	
2023-24	
2024-25	

(Sign and seal of Chartered Accountant)

Annexure-VI: Site Visit Certificate

Date: ___ / ___ / _____

To,

The DGM (IT)
India Trade Promotion Organisation
Gate No. 9, Bharat Mandapam
New Delhi – 110001

Subject: Site Visit Certificate in reference to “Selection of Agency for Design, Supply, Installation, Commissioning, and Operation of LED Digital Signage under PPP Model at Bharat Mandapam, ITPO, New Delhi”

Reference No.: _____

Respected Sir/Madam,

We hereby confirm that we have undertaken a detailed site visit at **Bharat Mandapam, ITPO, New Delhi**, in connection with the above-mentioned RFP.

We have carefully examined and understood the site conditions, locations, infrastructure availability, installation feasibility, operational requirements, and the complete **Scope of Work (SoW)** under the PPP framework.

We further confirm that we have assessed all aspects related to:

- Installation of indoor and outdoor LED digital signage systems
- Electrical connectivity, mounting feasibility, and structural considerations
- Operational and maintenance requirements
- Advertisement potential and monetization aspects of the proposed locations

The site visit was carried out by our authorized representative:

Name of Representative: _____

Designation: _____

Contact Details: _____

We acknowledge that we have fully understood the site conditions and requirements, and no additional claims shall be made on account of lack of site knowledge at a later stage.

We request you to kindly certify the same below.

Sincerely Yours,

(Signature of Authorized Signatory)

Name: _____

Designation: _____

Name of the Firm/Agency: _____

Seal/Stamp

Certification by ITPO

This is to certify that the above-mentioned representative of M/s _____ has visited the project site at Bharat Mandapam, ITPO, New Delhi in connection with the above RFP.

Signature: _____

Name: _____

Designation: _____

(For ITPO)

Seal/Stamp

Annexure–VII: Service Level Agreement (SLA)

1. Scope of SLA

This Service Level Agreement defines the performance standards, uptime requirements, and service obligations for the Operation, Maintenance, and Monetization Support of the LED Digital Signage Network installed at Bharat Mandapam, ITPO, New Delhi, under the PPP model.

All content proposed for display shall be subject to prior review and approval/vetting by ITPO, and no content shall be published without such approval. The SLA shall remain valid for the entire concession period (10 years), including warranty and AMC phases.

2. Service Availability (Uptime Requirements)

Parameter	SLA Requirement
System Availability	Minimum 97% uptime per month
Daily Operating Hours	Minimum 10–12 hours per day
Planned Maintenance	Max 4 hours/month with prior approval
Display Quality	No major flickering, blackout, or brightness inconsistency
CMS Availability	99% uptime during operational hours

Measurement:

Uptime (%) = (Total Operational Time – Downtime) / Total Operational Time × 100

- Downtime includes any display outage, CMS failure, or content disruption.
- Partial failures affecting more than 25% display area shall be treated as downtime.

3. On-Site Support

The Selected Agency shall deploy minimum one (1) dedicated Technical Resource at site.

Responsibilities include:

- Monitoring uptime and system health
- Managing CMS and ad scheduling
- Coordinating repairs and replacements
- Supporting ITPO for Government content priority
- Ensuring uninterrupted display during events/VVIP visits
- Maintaining logs and performance reports

4. CMS & Revenue Monitoring SLA

The OEM shall ensure the following CMS capabilities:

- Centralized control for all displays
- Real-time content scheduling and updates
- Proof-of-Play (PoP) reporting for all advertisements
- Auto-brightness adjustment
- Real-time health dashboard with alerts

Reporting Frequency:

- Daily uptime logs
- Monthly revenue and PoP reports
- Quarterly audit reports

5. Spare Parts & Replacement

The Selected Agency shall:

- Maintain adequate inventory of critical spares
- Ensure immediate replacement for critical failures
- Maintain near-site spare stock
- Replace defective components at no additional cost during warranty/AMC

6. Escalation Matrix

Level	Role	Responsibility
Level 1	Technical Engineer	Immediate issue resolution
Level 2	Project Manager	SLA compliance and escalation
Level 3	Senior Management	Strategic resolution and ITPO coordination

7. Revenue Protection Clause

- The Selected Agency shall ensure continuous operation to protect revenue generation.
- Any downtime directly impacting revenue shall be treated as high severity (P2 or above).
- ITPO shall have the right to audit CMS logs, PoP data, and revenue reports at any time.

8. Compliance & Safety

- Compliance with BIS, ISO, EMI/EMC standards
- Adherence to electrical, fire, and labour safety norms
- Safe installation and operation under all conditions

9. SLA PENALTIES & SERVICE CREDITS

The Selected Agency shall strictly adhere to the SLA parameters defined herein. Any deviation shall attract penalties and service credits as detailed below.

9.1 SLA Penalty Matrix

S. No.	Non-Performance Category	Trigger Condition	Penalty
1	Critical Hardware Downtime	Display non-functional / blackout > 2 hours	₹25,000 per day per affected screen/location
2	Partial Display Failure	>25% display area non-functional	₹15,000 per day per display
3	Uptime Non-Compliance	Monthly uptime <97% but	2% deduction from monthly

S. No.	Non-Performance Category	Trigger Condition	Penalty
		≥95%	revenue share payable to ITPO
		Uptime <95% but ≥90%	5% deduction
		Uptime <90%	10% deduction
4	CMS Downtime	CMS unavailable >1 hour during operational hours	₹10,000 per incident
5	Content Publishing Delay	Failure to publish ITPO-approved content within 4 hours	₹20,000 per instance
6	Incident Resolution Delay	Resolution beyond defined timelines	₹10,000 per day per incident
7	Preventive Maintenance Failure	Failure to conduct scheduled maintenance	1% deduction from PBG per instance
8	Revenue Misreporting / PoP Discrepancy	Under-reporting or incorrect reporting	Recovery of differential + 2× penalty
9	Non-Deployment of Manpower	Absence of on-site technical resource	₹5,000 per day
10	Reporting Failure	Non-submission of reports	₹10,000 per instance

9.2 Additional Conditions

a) Cumulative Penalty Cap

Total penalties in a year shall not exceed 20% of annual revenue share payable to ITPO. Beyond this threshold, ITPO reserves the right to initiate termination.

b) Repeated Default

More than three (3) instances of breach of the same SLA parameter within a quarter shall be treated as persistent default and may lead to termination.

c) Recovery Mechanism

Penalties shall be recovered from:

- Revenue share payable to the Selected Agency
- Performance Bank Guarantee (PBG)
- Any other dues payable

d) High Severity Events

Failures during major events, exhibitions, or VVIP visits shall attract **double penalty**.

e) Audit Rights

ITPO reserves the right to audit uptime logs, CMS data, and revenue records for verification of SLA compliance.

f) Force Majeure

No penalties shall be applicable for failures attributable to Force Majeure events, subject to approval by ITPO.

10. SLA Review

The SLA parameters may be reviewed periodically based on operational experience, with mutual agreement between ITPO and the Selected Agency.

Annexure–VIII: Indicative Technical Specifications

A. Core Hardware Specifications (LED Digital Signage)

S. No.	Parameter	Minimum Specification
1	Pixel Pitch	≤ P4.0 mm (Outdoor) / ≤ P2.5 mm (Indoor, if applicable)
2	Brightness	≥ 6,000 nits (Outdoor), ≥ 1,500 nits (Indoor)
3	Refresh Rate	≥ 3,840 Hz
4	Grayscale	≥ 14-bit
5	Contrast Ratio	≥ 5,000:1
6	Viewing Angle	H: 160° / V: 140°
7	Viewing Distance	5 – 100 meters (depending on pixel pitch)
8	Power Consumption	≤ 600 W/sqm (Max), ≤ 250 W/sqm (Average)
9	Cabinet Material	Die-cast Aluminum / Corrosion-resistant alloy
10	IP Rating	IP65 (Front) / IP54 (Rear)
11	Maintenance Access	Front and/or rear serviceable
12	Lifetime	≥ 100,000 hours
13	Operating Temperature	-10°C to +50°C
14	Humidity Tolerance	10% – 90% RH (non-condensing)

B. Structural & Installation Requirements

- Modular cabinet-based design for scalability
- Structural mounting suitable for façade, pole, and indoor installations
- Wind load resistance as per relevant BIS standards
- Proper earthing, surge protection, and lightning protection systems
- Safe cable routing and weatherproof enclosures

C. Mandatory Certifications

The offered system shall have the following valid certifications:

- BIS Certification (LED panels and controllers)
- ISO 9001 (Quality Management)
- ISO 14001 (Environmental Management)
- ISO 45001 (Health & Safety)
- CE Certification
- FCC Part 15 Compliance

ANNEXURE–IX: INTEGRITY PACT UNDERTAKING

(On bidder's letterhead)

We, M/s _____, hereby undertake that:

1. We shall not engage in any corrupt, fraudulent, collusive or coercive practices.
2. We shall not offer any undue advantage to any official of ITPO.
3. We shall disclose any payments made to agents/intermediaries.
4. We accept that any violation shall lead to disqualification, termination, forfeiture of EMD/PBG and blacklisting.

We accept the Integrity Pact provisions unconditionally.

Authorized Signatory

Name:

Designation:

Date:

Seal: