

Government of India
MINISTRY OF EXTERNAL AFFAIRS
(Establishment Division)
Jawaharlal Nehru Bhawan(JNB) 23D, Janpath,
New Delhi-110011, INDIA

No: Q/EF-Conf/872/1/2016

**E-NOTICE INVITING TENDER FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND
MAINTENANCE OF VIDEO-CONFERENCING SYSTEMS IN JAWAHARLAL NEHRU BHAWAN, NEW DELHI**

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MINISTRY OF EXTERNAL AFFAIRS
(Establishment Division)
Jawaharlal Nehru Bhawan(JNB) 23D, Janpath,
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SECTION-1
(NOTICE INVITING E-TENDER)

Government of India
MINISTRY OF EXTERNAL AFFAIRS
(Establishment Division)

Jawaharlal Nehru Bhawan(JNB) 23D, Janpath,
New Delhi-110011, INDIA


E-NOTICE INVITING TENDER FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND MAINTENANCE OF VIDEO-CONFERENCING SYSTEMS IN JAWAHARLAL NEHRU BHAWAN, NEW DELHI

On behalf of the President of India, Ministry of External Affairs invites online bids for supply, installation and maintenance of video-conferencing systems in Jawaharlal Nehru Bhawan, New Delhi as per details given in the tender documents.

Tender No: Q/EF-Conf/872/1/2016		DATED: 13.02.2020
<u>Important Dates</u>		
Published Date	13.02.2020	
Bid Document Download Start Date	13.02.2020	
Clarification Start Date	13.02.2020	
Clarification End Date	25.02.2020	
Pre bid site visit date	26.02.2020; 1100 Hrs	
Bid Submission Start Date (online)	14.02.2020;	
Bid Submission End Date (online)	05.03.2020; 1200 Hrs	
End Date of submission of Earnest Money Deposit	05.03.2020; 1200 Hrs	
Date of Technical Bid Opening (online)	06.03.2020; 1500 Hrs	

2. The bid shall be submitted online only at Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app>. Manual bids shall not be accepted.

3. The Competent Authority reserves the right to reject any or all the bids without assigning any reason and the decision of the competent authority of the Ministry shall be final and binding.



Raj Kumar Tanwar

AO(EF-Conf.)

Establishment Division

Ministry of External Affairs

Tel - 011 49015267

No: Q/EF-Conf/872/1/2016

Government of India
MINISTRY OF EXTERNAL AFFAIRS
Establishment Facilities Section-Conferences
(Establishment Division)
Jawaharlal Nehru Bhawan(JNB) 23D, Janpath,
New Delhi-110011, INDIA

SECTION-2

(AFFIDAVIT)

(ON NON-JUDICIAL STAMP PAPER OF RS.10/)

AFFIDAVIT

I/we Partner(s)/Legal

Attorney/Proprietor(s)/Accredited Representative(s) of M/s.....
solemnly declare that :

1. I/we am/are submitting tender for supply, installation, testing, commissioning and maintenance of video-conferencing systems in Jawaharlal Nehru Bhawan, New Delhi against Tender Notice Number _____ dated _____.12.2020.
2. I/we or our partners do not have any relative working in Ministry of External Affairs, New Delhi.
3. All information furnished by me/us in respect of fulfillment of eligibility criteria and information given in this tender is complete, correct and true. All documents/credentials submitted along with this tender are genuine, authentic, true and valid.
4. My/our bid shall be valid for a period of 120 days from the last date fixed for the bid submission in accordance with the Bidding Documents and shall remain binding upon us and maybe accepted at any time before the expiry of the period.
5. If my/our bid is accepted, we commit to submit a Performance Security Deposit in accordance with the Bidding Documents.
6. The Price-Bid submitted by me/us is "WITHOUT ANY CONDITION".
7. If any information or document submitted is found to be false/incorrect, Ministry of External Affairs may cancel my/our Tender and can take any action as deemed fit including termination of the contract, forfeiture of all dues including Earnest Money (EMD) and blacklisting of my/our firm and all partners of the firm etc.
8. I/we also declare that the Government of India or any other Government body has not issued any showcause notice or declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or on account of coercive practices or any failure/lapses of serious nature.
9. The workers provided by me/us would not have any employer-employee relation with the Ministry of External Affairs and thereby not claim any regularization of their services or enhancement in their wages from Ministry.
10. Besides, compliance of all prevalent labour laws/regulations, including minimum wages as received from time to time by the Government, shall be my/our responsibility.
11. We will deploy only well-trained and police verified workers on the site.

12. We have modern equipment, latest technical experience and sufficient manpower for the subject work.

13. We will use branded material only with quality up to the satisfaction of the Ministry.

14. I/we also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that MEA is not bound to accept highest ranked bid / lowest bid or any other bid that MEA may receive.

(Signature of the Tenderer with Seal)

Seal of Notary

Date :

No: Q/EF-Conf/872/1/2016

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SECTION-3

(GENERAL INSTRUCTIONS)

1. MINIMUM ELIGIBILITY CRITERIA:

The following shall be the minimum eligibility criteria for selection of bidders at technical bid stage of the bidding process:-

1.1 Basic eligibility:

The bidder must have minimum 3 years' experience in providing similar type of service in Central Govt./State Govt. offices, Institutions or reputed private organizations (please attach documentary proof along with the bid).

1.2 Annual Turnover:

The agency should have annual financial turnover of Rs 30 Lakhs (Rupees Thirty Lakhs only) for each of the last three financial years ending 31.03.2019. Attested copies of income tax returns and audited reports for the completed three financial years i.e. for 2016-17, 2017-18 and 2018-19 (ASSESSMENT YEAR 2017-18, 2018-19 & 2019-20 respectively) shall be accepted. Attested copies of these documents shall be uploaded with Technical Bid by the bidders. The bidder should not have incurred loss during the last three financial years and should have a positive net worth.

1.3 Performance:

The bidder must have completed during last five years (as on 31.03.2019) one work of the same nature of a value of Rs. 20,00,000/- or two works of yearly value not less than Rs. 15,00,000/- each or three works of Rs. 10,00,000/- each in the Central / State Govt. Departments / Ministry's / Organisations of the Govt. of India / State Govt. / PSU's and reputed Private Organisations during the last five years.

1.4 Legally Valid Entity:

The bidder shall necessarily be a legally valid entity in the form of a Limited Company, Private Limited Company or firms (Proprietorship/Partnership) or registered under the Companies Act, 1956 or any other appropriate authorities. Bidding in the form of JV/Consortium is not permitted. A copy of complete 'Memorandum of Article of Association' is to be submitted along with the bid.

1.5 Registration/Licenses:

The bidder must have appropriate Licences from Service Tax and Sales Tax Department, Income Tax Department etc. Attested copies of PAN, TIN, GST registration must be submitted with the technical bid.

2. SUBMISSION OF ONLINE BIDS:

2.1 The bid shall be submitted online only at Central Public Procurement Portal Website:<http://eprocure.gov.in/eprocure/app>. Manual bids will not be accepted under any circumstances.

2.2 Tenderer/Bidders are advised to follow the instructions provided in the “Instruction to Bidders for online Bid SUBmission” specified at Section 7 of this Tender document for e-submission of the bids online through CPP Portal Website: <http://eprocure.gov.in/eprocure/app> before proceeding with the tender.

2.3 All documents as per tender requirement shall be uploaded online through CPP Portal Website: <http://eprocure.gov.in/eprocure/app> and no documents except original demand draft towards EMD shall be accepted offline.

2.4 Bid of bidders not submitting any of the required documents online shall be summarily rejected.

2.5 Both technical and financial bids are to be submitted concurrently duly digitally signed on the Central Public Procurement Portal.

2.6 The bidders shall have a valid digital signature certificate for participation in the online tender. The cost of digital signatures, if any, will be borne by respective bidders.

2.7 Prospective bidders are accordingly advised to go through instructions provided at Central Public Procurement Portal.

2.8 The online bids (complete in all respects) must be uploaded online in Two Covers (Cover-I: Technical and Cover-II: Financial bid) as per Annexure-I and Annexure-II respectively in PDF Format.

3. EARNEST MONEY DEPOSIT(EMD),TENDER FEE & PERFORMANCE SECURITY DEPOSIT:-

3.1 The scan copy of Earnest Money Deposit (EMD) for a value of **Rs.1,25,000/- (Rupees One Lakh Twenty Five Thousand only)** should accompany the Technical Bid in the form of Demand Draft drawn in favour of 'Pay and Accounts Officer, MEA' payable at New Delhi shall be e-submitted as .pdf file along with envelope 1 (technical bid).

3.2 The original hard copy of **Earnest Money Deposit (EMD)** of Rs. 1,25,000/- in the form of Demand Draft / Pay Order in favour of **“Pay & Account Officer, Ministry of External Affairs”** is also required to be submitted in a sealed envelope superscribed *“EMD for supply, installation, testing, Commissioning and maintenance of video-conferencing systems in Jawaharlal Nehru Bhawan, New Delhi”*, **on or before the closing date and time of e-submission of online bids** to Administrative Officer, Establishment Facilities Section-Conferences, Room No. 0102, Jawaharlal Nehru Bhawan, 23-D,

Janpath, New Delhi-110011, Tel No: 011-4901 5267, E-Mail: aoconf@mea.gov.in; failing which the bids will not be considered.

3.3 Tender received without EMD or EMD for lesser amount will be summarily rejected.

3.4 The submission of EMD is compulsory for all the Bidders, failing which bid may be rejected, except those who are registered with the Central Purchase Organisation, National Small Industries Corporation(NSIC) or the concerned Ministry or Department (**The bidders will have to submit ink-signed certificate of such document for verification of their authenticity as and when required**).

3.5 The EMD shall be returned to the bidder(s) whose offer is not accepted by the Ministry within 30 days from the date of signing the agreement with the successful bidder. However if the return of EMD is delayed for any reason, no interest/penalty shall be payable to the bidder.

3.6 The EMD of the successful bidder(s) will be returned on receipt of Performance Guarantee.

3.7 EMD of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender.

3.8 **Tender Fee:** No cost of tender documents will be charged for the tender documents downloaded by bidders.

3.9 Performance Security Deposit (PSD):-

3.9.1 PSD @ 10% of order value of the contract shall have to be made ***within 7 days of receipt of the communication of the selection of the bid*** in pursuance of conditions / instructions to the bidders before signing of the contract, failing which the contract shall not be awarded.

3.9.2 PSD shall be in the form of Demand Draft / Pay order payable to Pay and Accounts Officer, MEA, New Delhi / Deposit receipt from a Nationalized Bank / Bank Guarantee from a Nationalized Bank in the form given at Form-IV.

3.9.3 The PSD should remain valid for a period of sixty days beyond the date of completion of all contractual obligations by the supplier including warranty/guarantee obligation, if any. EMD shall be refunded to the successful bidder on receipt of performance security.

3.9.4 PSD can be withheld or forfeited in full or in part in case the supply order is not executed satisfactorily within the stipulated period.

4. **FINANCIAL BID:** The bidder must submit their financial bid in the prescribed format (BOQ.pdf File) – specified at Annexure II of this tender document and no other format is acceptable. Bidders are required to sign on every page of Financial Bid and upload the dully filled in bid documents online

without changing the format. If the BOQ file is found to be modified by the bidder or incomplete, the bid will be rejected.

5. EXTENSION OF LAST DATE AT THE DISCRETION OF THE MEA: MEA, may in its discretion extend the last date for e-submission of the online bids and such extension shall be binding on all the Bidders. Addendum/Corrigendum/Re-tendering, if any in this regard, will be published on the CPP Portal: <http://eprocure.gov.in/eprocure/app> website: www.mea.gov.in

6. OPENING OF TECHNICAL AND FINANCIAL BID

6.1. Online bids (complete in all respects) received along with EMD draft (Physically) will be opened as per stipulated time and date indicated in Notice Inviting Tender of the tender document in presence of bidder/authorised representative of bidder, if available at Ministry of External Affairs, New Delhi. Bid received without EMD will be rejected straightaway.

6.2. A duly constituted committee will evaluate eligibility of bidders.

6.3. It shall be noted that required documents submitted online along with the technical bid will be perused/examined and in case of any deficiency, the technical bid will be rejected and financial bid will not be opened;

6.4. After scrutiny of technical bids, the Ministry shall shortlist the eligible bidders who qualify in the technical evaluation stage and inform them of the date and time of opening of the Financial Bids (Preferably by E-mail);

6.5. The representatives of the bidders willing to attend tender opening process will have to submit a letter of authorisation from the bidder to this effect. Bidders/representatives not attending the tender opening process will lose their right to challenge the process at a subsequent stage;

6.6. The financial bid price of each bidder shall be read out on the spot, however, it shall be clearly stated that the final financial bid prices would be arrived at after detailed Scrutiny/correction of arithmetical error in the financial bid;

6.7. Merely becoming the lowest bidder, prior to Financial Bid scrutiny will not give any right to the lowest bidder to claim that he is successful in the bidding process. The successful bidder (L-1) shall be decided only after following due procedure by the Tender Evaluation Committee.

6.8. Bids shall be summarily rejected, if it is received other than online through Central Public Procurement Portal;

7. NON TRANSFERABILITY: This tender is non transferable. The incomplete and conditional tenders will be summarily rejected;

8. NON-WITHDRAWAL OF BIDS: No bidders will be allowed to withdraw after e-submission of bids/ opening of the tender; otherwise the EMD submitted by the firm will be forfeited;

9. VALIDITY OF BIDS

9.1. Bids shall remain valid and open for acceptance for a period of 120 days from the last date of submission of Bids.

9.2. In case, client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.

9.3. The client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

10. RIGHT OF ACCEPTANCE

10.1. The Competent Authority in the Ministry of External Affairs reserves all rights to reject any bid including bids of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Competent Authority in the Ministry in this regard shall be final and binding.

10.2. Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.

10.3. The Competent Authority in the Ministry reserves the right to award any or part or full contract to any successful agency(ies) at its discretion and this will be binding on the bidders.

10.4. In case of failure to comply with the provisions of the terms and conditions mentioned by the agency that has been awarded the contract, the Competent Authority in the Ministry reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulting agency, which has been awarded the initial contract and this will be binding on the bidders.

10.5. The Ministry of External Affairs may terminate the contract if it is found that the Contractor is blacklisted on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertakings etc.

11. NOTIFICATION OF AWARD BY ISSUANCE OF “LETTER OF ACCEPTANCE”

11.1. After determining the successful bidder after evaluation, the client shall issue a Letter of Acceptance (LoA) in duplicate, successful bidder will return one copy to client duly acknowledged, accepted and signed by the authorized signatory, within seven (07) days of receipt of the same by the successful bidders.

11.2. The issuance of the Letter of Acceptance to the bidder shall constitute an integral part of the Agreement and it will be binding to the Contractor.

12. SITE VISIT AND PREBID MEETING:

12.1 The bidders should visit the site before bidding to apprise themselves of the exact requirements relating to the scope of the work. The visit to site will be on **26.02.2020** coordinated by AO(EF-Conf.), Room No. 0102, Ground Floor, C- Block, Jawaharlal Nehru Bhawan, 23D, Janpath, New Delhi-110011, Phone No.011-49015267.

12.2 A pre-bid meeting would be held on the same day at 1100 HRS in MEA. The tenderer who require any clarifications of the tender documents are invited for the meeting.

13. The MEA reserves the right to change any condition of the tender before opening of the Technical Bids.

14. The successful bidder will have to enter into an agreement with the MEA as per draft agreement, subject to amendment before signing, given in Section 8 of this tender before taking charge of the contract. There are two parts in the work covered in this tender document:

- Part 1: Supply, Installation, Testing and Commissioning (SITC) of VC equipment – which covers the supply of the equipment as listed in the BoQ and its installation thereon. The integration of the VC equipment with the Audio-Video equipment in place at site shall be a part of the installation. Both dialing and receiving video calls shall be checked during testing and commissioning part.
- Part 2: Annual Maintenance Contract (AMC) of supplied VC equipment. The Annual Rate Contract (ARC) for maintenance shall initially be for a period of one year from the date of Commissioning

15. Quoted rates should be exclusive of all taxes and duties. These rates shall be initially fixed for a period of one year

16. Warranty and Annual Maintenance Contract:

16.1 The rates for supply, installation and commissioning of Video-Conferencing equipment should be valid for six months from the date of signing the agreement and the rates for maintenance of the supplied equipment should be valid for three years from the date of signing of the agreement. Rates / prices should remain fixed during the entire period of the contract. i. e. three years and shall not be subject to variation on any account. No claim for compensation or loss due to fluctuations or any other reasons / causes shall be entertained. A bid submitted with an adjustable price quotation shall be treated as non responsive and shall be rejected. No request for increase in the rates would be entertained during the period of contract.

16.2 The Annual Rate Contract (ARC) for maintenance shall initially be for a period of one year. However, the ARC may be extended for a further period of two years (total 3 years from initial date of contract); one year at a time with mutual agreement on the same rate, terms and conditions, if the services of the contractor are found satisfactory.

17. Mode of Payment:-

17.1 For payment, the vendor will have to raise bills separately for the SITC part and maintenance part of the contract. For illustration:

Vendor Bid

A. Item 1	: Rs.100.0
B. Equipment 2	: Rs.150.0
C. Installation/other services	: Rs.50.0
Total SITC cost(A+B+C)	: Rs.300.0
Annual Maintenance Cost	: Rs60.0 (Rs.15.0 per quarter)

17.2 For the SITC part of the work, MEA shall release the payment to vendor in the following manner:

Sl. No.	Breakup of Payment	Timeline	Payment Terms
1.	Delivery	Three weeks from placement of PO	Upto 50% of SITC cost on delivery of equipment on pro-rata basis (i.e. upto Rs.150 according to illustration at para 17.1 above)
2.	Installation and Commissioning	Eight weeks from placement of PO	Remaining 50% of SITC cost on handover of the site after successful completion of installation and commissioning of the solution (i.e. upto Rs.150 according to illustration at para 17.1 above)

17.3 For the maintenance part of the contract:

17.3.1 Date of Commissioning will be understood as the date on which MEA accepts all the equipment is ready to commence operations after successfully completing the testing and issues a letter to that effect. Annual Maintenance Contract will be assumed to have commenced from the date of commissioning.

17.3.2 Payment for the maintenance work will be made after successful execution of work on quarterly basis (i.e. Rs.15.0 will be paid after the end of the quarter of the maintenance contract)

17.4 No advance payment will be made in any case.

18. TERMINATION OF THE CONTRACT

18.1 The Contract can be terminated by either party, i.e., MEA or the Service Provider. The service provider may terminate this Agreement by giving atleast a 60 days advance notice in writing to the Ministry. Ministry may terminate this Agreement by giving 30 days advance notice in writing to the service provider. However, MEA reserves the right to terminate the contract without giving any notice in case the Contractor commits breach of any of the terms of the contract. MEA's decision in such a situation shall be final and shall be accepted by the Contractor without any objection or resistance.

18.2 On termination of the contract, the service provider will hand over all the equipment/furniture/articles etc., supplied by MEA, in good working condition, back to MEA.

19. DELIVERY & PENALTY FOR DELAYED SERVICES:-

19.1 All the equipment/items must be delivered to site (Jawaharlal Nehru Bhawan, Janpath Road, New Delhi) within 3 weeks of placement of order by the Ministry. For any delay in delivery of the equipment/items listed in BoQ, liquidated damages will be imposed on the vendor at 1% of the price of equipment/item not delivered per week of delay. The liquidated damages due to delay in delivery of equipment/item will be subject to a maximum limit of 5% of SITC cost.

19.2 Installation, testing and commissioning of the VC equipment must be completed within 8 weeks from the date of placement of order by the Ministry. After the installation of the equipment is complete from the vendor's side, the same shall be intimated to the Ministry. The competent authority of the Ministry will evaluate the completion of work against the scope of work mentioned in Section 4 of this tender document. If the competent authority accepts the SITC work, then an acceptance letter to that effect will be issued to the vendor. The date of issue of acceptance letter will be considered as the Date of Commissioning and completion of SITC work. The Date of Commissioning

should be within 8 weeks from the date of placement of order on the vendor. For any delay in completion of SITC work, liquidated damages will be imposed on the vendor at 1% of the installation cost for each week of delay. The liquidated damages due to delay in completion of SITC work will be subject to a maximum limit of 5% of SITC cost. This 5% of liquidated damages is over and above the liquidated damages mentioned in Clause 19.1 above.

19.3 In case of any lapse in maintenance services, the vendor provider shall be imposed a penalty of Rupees Ten Thousand for every lapse. The staff deployed by the vendor for maintenance activities shall perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to the Government property. If any negligent action or inaction on the part of workers of the company causing damage to contracted item(s) is reported, then full amount equivalent to that of damaged article will be recovered from the company in addition to any other action as deemed appropriate by the Competent Authority.

20. CORRUPT OR FRAUDULENT PRACTICES

20.1 It is expected that the bidders who wish to bid for this tender have highest standards of ethics;

20.2 Ministry shall reject a bid if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract;

20.3 Ministry may declare a bidder ineligible, either indefinitely or for a stated duration, if it at any time determines that the bidder has engaged in corrupt and fraudulent practices during the execution of contract.

21. FORCE MAJEURE

21.1 Ministry may consider relaxing the penalty and delivery requirements, as specified in this Tender Document, if and to the extent the delay in performance or failure to perform its obligations under the contract is the result of a Force Majeure.

21.2 Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as natural disasters, act of states, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful bidders premise, movement restrictions imposed in surrounding areas of Jawaharlal Nehru Bhawan etc.

22. SETTLEMENT OF DISPUTES AND ARBITRATION:-

22.1 If any dispute or difference arises between the parties hereto as to the interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this tender, shall within 15 days (or such longer period as may be mutually agreed upon) from the date one party informs the other in writing that such dispute or disputes or disagreement exists, be referred to arbitration in accordance with the Arbitration and Conciliation Act 1996 and the rules framed there under for the time being in force. The award made in pursuance thereof shall be binding on the parties.

22.2 The sole arbitrator shall be appointed by the mutual consent of the Parties.

22.3 The venue of the Arbitration shall be at Delhi.

22.4 The language of arbitration proceedings will be English only.

22.5 Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrator otherwise decides in the Award.

22.6 The provisions of this Clause shall not be frustrated, abrogated or become inoperative, notwithstanding this tender/agreement expires or ceases to exist or is terminated or revoked or declared unlawful.

22.7 The Courts at New Delhi shall have exclusive jurisdiction in all matters, concerning this Agreement/tender including any matter related to or arising out of the arbitration proceedings or any Award made therein.

24. GENERAL/ OTHERS:-

24.1 In no circumstances, the firm shall appoint any sub-contractor or sub-lease the contract. If it is found that the contractor has violated these conditions, the order shall be terminated forthwith without any notice and Performance Security Deposit shall be forfeited.

24.2 The bidders shall be bound by the details furnished to MEA, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him / her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.

24.3 Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the work in strict conformity with the timelines and specifications. Successful bidder is expected to familiarize themselves with the site conditions and operationalize the solution.

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SECTION-4

(SCOPE OF WORK)

**SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND MAINTENANCE OF VIDEO-CONFERENCING
SYSTEMS IN JAWAHARLAL NEHRU BHAWAN, NEW DELHI**

A. FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING (SITC)

25.1 The supply of material to is be done within 03 weeks of receipt of the Purchase Order. The complete Video Conferencing solution should be supplied, delivered, tested and commissioned within 08 weeks from the date of purchase order at the site.

25.2 The vendor shall provide such packing of the Products as is required to prevent its damage or deterioration during transit thereof to the location given by the Ministry. The delivery will be deemed complete when the Products/ components/ associated software/firmware are received in good working condition at the designated site.

25.3 Ensuring that the installed Video-Conferencing Solution is compatible with the rest of the Audio-Video systems at site/meeting room will be the responsibility of the vendor. Service Provider has to resolve any problem faced during installation and operationalisation. After the installation of the equipment is complete from the vendor's side, the same shall be intimated to the Ministry. The competent authority of the Ministry will evaluate the completion of work against the scope of work mentioned in Section 4 of this tender document. Installation will be deemed complete only after satisfactory demonstration by the vendor that the supplied Video-Conferencing Solution is working in tandem with the AV systems at site. If the competent authority accepts the SITC work, then an acceptance letter to that effect will be issued to the vendor and the VC solution will be deemed to be commissioned.

25.4 The ownership of the supplied hardware shall be that of the Ministry from the date of delivery of the same. In other words, wherever the ownership of the hardware is indicated, the name "Ministry of External Affairs" must appear to indicate that the Ministry is the perpetual owner of the hardware including use of software license embedded to the hardware in perpetuity. Evidence to this effect must be submitted before the payment can be released.

25.5 Service Provider shall ensure that key personnel with relevant skill-sets are available at designated locations for installation and commissioning of the Product. Service Provider shall be willing to transfer skills to relevant personnel of the Ministry, by means of training and documentation.

25.6 The solution should also have functionality for point to point (with another immersive end-point) and point to multi-point video / audio calling capability.

25.7 The Video Conferencing Solution shall include all components and subcomponents including power cables, accessories, modules, and hardware/software licenses (required for commissioning of the solution) and shall be supplied by the bidder at no extra cost to the Ministry.

25.8 The Bidder shall arrange to provide one time exhaustive training at the project implementation site to the Ministry's nominated persons. Training plan, scope and duration of the same to be shared with the Ministry and has to be mutually agreed before finalizing the training.

25.9 Additional hardware, accessories, software products, etc. if required, for providing the Total Solution' as envisaged in the Tender Document at the location, quoted in BoQ as a part of Installation Charges.

25.10 The ports to be opened on the firewalls (if required) should not be prone to any security breach and to be suggested by bidders itself during and after migration. The total solution should be able to work under the existing security set up of the Ministry. The bidder must submit the list of ports and services required to be opened on the network equipment like Firewall, Router etc. at all the locations for implementing the VC solution.

B. FOR MAINTENANCE

26.1 Service Provider shall support the Product and its associated items/components including OS/firmware during the period of AMC

26.2 During the AMC period, Service Provider will have to undertake comprehensive support of the entire Product (hardware/components/ operating software/firmware) supplied by them at no additional cost to the Ministry. During the support period (warranty and AMC), Service Provider shall maintain the Product (hardware/ software, etc.) to comply with parameters defined for acceptance criteria and Service Provider shall be responsible for all costs relating to labour, spares, maintenance (preventive and corrective), compliance of security requirements and transport charges from and to the designated site(s) in connection with the repair/ replacement of the Product (hardware/ equipment/ components/ software or any component/ part thereunder), which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified. On site comprehensive warranty for the Product would include free replacement of spares, parts, kits, resolution of problem, if any, in Product.

26.3 Service Provider shall provide and implement patches/ upgrades/ updates for Products (software/ firmware/ OS) as and when released by Service Provider/ OEM free of cost.

26.4 Service Provider shall provide maintenance support for the Product including embedded software/ OS/ middleware etc over the entire period of Contract.

26.5 Support would be on-site and comprehensive in nature and must have back to back support from the OEM/Service Provider. Undertaking on the lines of **FORM-V** of this RFP document is required to be submitted by Service Provider, duly endorsed by the OEM that in case Service Provider fails to provide Services then OEM shall provide the same at no extra cost, to the satisfaction of the Ministry.

Service Provider warrants Products against defect arising out of faulty design, materials, etc. during the specified support period. Service Provider will provide support for operating systems and other pre-installed software components/system software during the specified period of the hardware on which these software and operating system will be installed. Service Provider shall repair or replace worn out or defective parts including all plastic parts of the Equipment at his own cost including the cost of transport.

26.6 The bidder shall ensure that only qualified maintenance engineers, who are totally familiar with the equipment, shall perform all required repairs and maintenance services/activities.

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Jawaharlal Nehru Bhawan(JNB) 23D, Janpath,
New Delhi-110011, INDIA

SECTION-5
(TECHNICAL AND FINANCIAL BID)

Tender No: Q/EF-Conf/872/1/2016

Cover 1 - (Technical Bid) (Following documents to be uploaded online in .pdf format)		
Sl. No.	Document	File Type
1.	EMD of Rupees One Lakh Twenty Five Thousand (Rs. 1,25,000/-) only (scanned and certified copy of the Bank instrument)	.pdf
2.	Particulars and contact details of the bidder (Form I)	.pdf
3.	Scanned copy of Affidavit	.pdf
4.	Registration and incorporation of particulars of the bidder indicating legal status such as company, partnership/ proprietorship concern, etc. (Pl. attach copies of the relevant documents/ certificates).	.pdf
5.	Documentary proof of experience.	.pdf
6.	Registration details of the bidder (Please attach copies of the relevant documents/certificates): 1. TIN registration 2. GST Registration Number 3. Permanent Account No. (PAN)	.pdf
7.	Copies of Income Tax Return filed for the last three years (2018-19,	.pdf

	2017-18, 2016-17) and audited balance sheets for the same period.	
8.	Tender document signed & stamped on all pages as a token of having accepted the terms and conditions.	.pdf
9.	Brief profile of the company along with any other information, Undertaking	.pdf

Signature of the authorised

signatory of the Tenderer with

seal of the firm/company

Name:_____

Mob No._____

Date:_____

FINANCIAL BID

(In sealed Cover-II super scribed "Financial Bid")

Sl.No.	Description	Quantity	Rate(INR) per unit excluding Taxes
1.	Part 1: Supply, Installation, Testing and Commissioning (SITC)		
a	RealPresence Group 500-720p: Group 500 HD Codec, EagleEyeV-12x camera, mic array, univ. remote, NTSC/PAL Make: Polycom	2 Nos.	
b	Group Series and Centro Multipoint License. 6-way on Group 500 Make: Polycom	2 Nos.	
c	EagleEye Digital Extender, extend the EagleEye Eye IV or EagleEye Acoustic (sans audio) cameras upto 100m from codec via Cat5e cable. Includes: transmitter, receiver and 1m HDCI/mini HDCI digital cable, power cord Make: Polycom	2 Nos	
d	Installation and programming charges (includes necessary HDMI cable, connectors, required CAT 6 cables and any other part necessary)	2 Nos.	
2.	Part 2: Annual Maintenance Charges (Partner Premier)	2 Nos.	

Note: GST will be charged as applicable.

Rupees in Words:

We agree to bind by this offer if we are selected as the preferred bidder.

For and on Behalf of:

(Authorized Signatory with Stamp of Tenderer)

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SECTION-6
(FORMS AND CHECKLIST)

Particulars and contact details of the bidder

	Name of the Firm	
01.	Address (with Telephone No.	
	Contact Person with Mobile No.	
	E-mail address	
02.	Bank Details	Name of the Bank: Branch: A/C No. Type of A/C: IFSC Code
03.	Status Proprietary/ Partnership/ Pvt./Public/Ltd. Co.	
04	PAN (Enclose copy of Pan Card)	
05.	TIN/GST (Enclose copy of TIN/GST)	
06.	Details of past experience in the	

	same trade (please enclose copies of orders received from hotel/institutions and Govt./Semi Govt. Organisations.	
--	---	--

Signature of the authorised
signatory of the Tenderer with
seal of the firm/company
Name:_____

FORM-II

FINANCIAL CAPACITY FORM (Attested copies of documentary proofs to be uploaded with Technical Bid)

Name of the Firm:

Address of the Firm:

Description	FINANCIAL YEARS		
	2016-17	2017-18	2018-19
Annual Turn Over(In INR)			

Signature of the authorised
signatory of the Tenderer with
seal of the firm/company

Name:_____

Mob No._____

Date:_____

NOTE: To be certified by Company Auditor with signature

DETAILS OF PREVIOUS CONTRACTS AND SATISFACTORY PERFORMANCE**(Attested copies of documentary proofs to be uploaded with Technical Bid)**

Period of Contract	Name and Address of the Organization with reference letters	Name of the contact person & Phone No.	Value of contract and other Details	Remarks

Give details of current contracts, if any, of similar services being rendered by you and which will be available for inspection by our officials:

Period of Contract	Name and Address of the Organization with reference letters	Name of the contact person & Phone No.	Value of contract and other Details	Remarks

Place:

SEAL AND SIGNATURE OF THE TENDERER

Date:

Performance Security Bond Form

In consideration of the Ministry of External Affairs (MEA) (hereinafter called the Ministry) having offered to accept the terms and conditions of the Agreement No._____ dated_____ made between MEA and M/s_____(hereinafter called 'the said Contractor(s)' for **tender for supply, installation, testing, commissioning and maintenance of video-conferencing systems in Jawaharlal Nehru Bhawan** (hereinafter called 'the said Agreement') having agreed to production of an irrevocable Bank Guarantee for Rs_____(Rupees_____only) as a performance security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said Agreement.

2. We (Name the Bank) ____ do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand for the Ministry ____ stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Ministry by reason of breach by the said contractor (s) of any of the terms or conditions contained in the said Agreement or by reason of the said contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the Ministry in these counts shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs._____.

3. We undertake to pay to the Ministry any money so demanded notwithstanding any dispute or disputes raised by the said contractor(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this bond being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the said contractor (s) shall have not claim against us for making such payment.

4. We (name of the Bank) ----- further agree that the guarantee herein contained shall remain in full force and effect for a period of sixty days beyond the date of completion of all contractual obligations of the contractor including warranty obligation and that it shall continue to be enforceable till all the dues of the Ministry under or by virtue of the said Agreement have been full paid and its claims satisfied or discharged or till Ministry ____ certifies that the terms and conditions of the said Agreement have been full and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5. We (Name of the Bank) ----- further agree with the Ministry___ that the Ministry ___ shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Ministry against and said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or commission on the part of the Ministry___ or any indulgence by Ministry ___ to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for the provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the said contractor(s).

7. We (name of the Bank) ----- lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Ministry in writing.

Dated the ----- day of -----, Two thousand seventeen only.

For -----

(Indicate the name of the Bank)

Witnesses:-

1.

2.

MANUFACTURERS' AUTHORIZATION FORM

To:

(Name and address of Procuring Office)

Dear Sir:

Ref: Tender No. _____ **dated:** _____

We, who are established and reputable manufacturers / producers of _____
having factories / development facilities at _____
(address of factory / facility) do hereby authorise M/s _____ (Name and address of
Authorised Business Partner (ABP)) to submit a Bid, and sign the contract with you against the above
RFP.

2. We hereby extend our full warranty for the Products and services offered by the above ABP against
the above RFP.

3. We also undertake to provide any or all of the following materials, notifications, and information
pertaining to the Products supplied by the ABP:

- a) Such Products as the Ministry may opt to purchase from the ABP, provided, that this option
shall not relieve the ABP of any warranty obligations under the RFP; and
- b) In the event of termination of production of such Products:
 - i. advance notification to the Ministry of the pending termination, in sufficient time to
permit the Bank to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Ministry, operations manuals,
standards and specifications of the Products, if requested.

4. We duly authorise the said ABP to act on our behalf in fulfilling all installations,

Technical support and maintenance obligations required by the contract.

Yours faithfully,

(Name of Manufacturer / Producer)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by
a person competent and having the power of attorney to bind the manufacturer. The Bidder in its Bid
should include it.

CHECKLISTS

Sl No.	Particulars	YES/NO
1.	Have you filled and submitted all forms (i) Technical bid, (ii) Financial bid, (iii) Contact detail form, (iv) Financial Capacity form and (v) Manufacturers' Authorization Form (vi) Checklist ?	
2.	Have you read and understood various conditions of the Contract and shall abide by them?	
	TECHNICAL BID	
3.	Have you enclosed scanned copy of the draft for EMD of Rs. _____ - and uploaded with the Technical Bill?	
4.	Have you submitted the original EMD draft of Rs. _____ to MEA on or before submission of online bid?	
5.	Have you uploaded the proof of having met the following minimum eligibility criteria?	
5.1	Legal Valid Entity: Have you uploaded the attested Certificate issued by the Registrar of firms / Companies?	
5.2	Financial Capacity: Have you uploaded ITR & Audited Balance Sheets as required?	
5.3	Registration licence: Have you uploaded a copy of each of the Registration certificate?	
5.4	Experience: Have you uploaded the attested experience :Certificates issued by the Organizations / Government Deptts of the last five years?	
6.	Have your Technical Bid been prepared and uploaded as per the requirements of the Tender?	

	FINANCIAL BID	
7.	Have your Financial Bid proposal duly filled and upload as per instructions?	
8.	Have you quoted prices against each of the category/item?	
9.	Have you provided cost break ups for all components in the Financial bid?	
10.	Have you attended pre-bid site visit/briefing?	

Note :- The above must be filled, signed and submitted along with the bid.

Signature of the authorised
signatory of the Tenderer with
seal of the firm/company

Name:_____

Mob No._____

Date:_____

No: Q/EF-Conf/872/1/2016

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SECTION-7

(INSTRUCTIONS TO BIDDERS FOR ONLINE BID SUBMISSION)

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION:-

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link **“Online bidder Enrollment”** on the CPP Portal which is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS:-

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization

Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS:-

- 1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS:-

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
4. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
6. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
9. Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will

be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10. The bid summary has to be printed and kept as an acknowledgment of the submission of the bid. This acknowledgment may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232. Foreign bidder can get help at +91-7878007972, +91-7878007973.

* * * * *

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**SECTION-8
(DRAFT AGREEMENT)**

**AGREEMENT FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND MAINTENANCE OF
VIDEO-CONFERENCING SYSTEMS IN JAWAHARLAL NEHRU BHAWAN, NEW DELHI**

This agreement no _____ is made and entered into on the ____ day of _____

BETWEEN

The President of India, acting through Under Secretary, Ministry of External Affairs, New Delhi (hereinafter referred to as "Ministry"), having its office at 23D, Janpath, New Delhi-110011

And

.....(hereinafter referred to as 'Service Provider', which expression shall include its successors, assigns and legal representatives);

hereinafter collectively known as Parties.

WHEREAS the Ministry vide its letter No..... dated is desirous of entrusting the Service provider, the Contract for supply, installation, testing, commissioning and maintenance of video-conferencing systems in Jawaharlal Nehru Bhawan, New Delhi in accordance with the general requirements as set out in this Agreement.

AND

WHEREAS the service provider its letter No..... Dates..... has agreed to undertake this work on the terms and conditions as mentioned in the Ministry's tender no Q/_____/2020 dated xx.xx.2020.

THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS
FOLLOWS:-

It is agreed upon between the parties to the Agreement that it is a commercial contract of professional nature between Service Provider and the Ministry. In performance of its agreed duties as per terms and conditions of the contract the Service Provider shall at all times act as an agency independent of the Ministry.

The contract does not in any way create a relationship of principal and an agent between the Ministry and the Service Provider. The Service Provider shall not act or attempt or represent itself as an agent of the Ministry. Under no circumstances the employees of the Service Provider can claim to be the employees of the Ministry nor shall such relationship be considered to exist. The employees of the Service Provider shall have no claims whatsoever against the Ministry of a monetary or non-monetary nature or any other claim including, but not limited to, the claim for permanency in employment of the Ministry. The technicians deployed at the site shall work under supervision, direction & control of the Service Provider for carrying out activities agreed upon in terms of the Agreement. However, Service Provider shall be accountable to Ministry for any Complaint(s), for providing the requisite satisfactory services as per agreement, at the site.

1. SCOPE OF WORK:

A. SUPPLY, INSTALLATION, TESTING AND COMMISSIONING (SITC) PART

1.1 The supply of material to is be done within 03 weeks of receipt of the Purchase Order. The complete Video Conferencing solution should be supplied, delivered, tested and commissioned within 08 weeks from the date of purchase order at the site.

1.2 The vendor shall provide such packing of the Products as is required to prevent its damage or deterioration during transit thereof to the location given by the Ministry. The delivery will be deemed complete when the Products/ components/ associated software/firmware are received in good working condition at the designated site.

1.3 Ensuring that the installed Video-Conferencing Solution is compatible with the rest of the Audio-Video systems at site/meeting room will be the responsibility of the vendor. Service Provider has to resolve any problem faced during installation and operationalisation. After the installation of the equipment is complete from the vendor's side, the same shall be intimated to the Ministry. The competent authority of the Ministry will evaluate the completion of work against the scope of work mentioned in Section 4 of this tender document. Installation will be deemed complete only after satisfactory demonstration by the vendor that the supplied Video-Conferencing Solution is working in tandem with the AV systems at site. If the competent authority accepts the SITC work, then an acceptance letter to that effect will be issued to the vendor and the VC solution will be deemed to be commissioned.

1.4 The ownership of the supplied hardware shall be that of the Ministry from the date of delivery of the same. In other words, wherever the ownership of the hardware is indicated, the name "Ministry of External Affairs" must appear to indicate that the Ministry is the perpetual owner of the hardware including use of software license embedded to the hardware in perpetuity. Evidence to this effect must be submitted before the payment can be released.

1.5 Service Provider shall ensure that key personnel with relevant skill-sets are available at designated locations for installation and commissioning of the Product. Service Provider shall be willing to transfer skills to relevant personnel of the Ministry, by means of training and documentation.

1.6 The solution should also have functionality for point to point (with another immersive end-point) and point to multi-point video / audio calling capability.

1.7 The Video Conferencing Solution shall include all components and subcomponents including power cables, accessories, modules, and hardware/software licenses (required for commissioning of the solution) and shall be supplied by the bidder at no extra cost to the Ministry.

1.8 The Bidder shall arrange to provide one time exhaustive training at the project implementation site to the Ministry's nominated persons. Training plan, scope and duration of the same to be shared with the Ministry and has to be mutually agreed before finalizing the training.

1.9 Additional hardware, accessories, software products, etc. if required, for providing the Total Solution' as envisaged in the Tender Document at the location, quoted in BoQ as a part of Installation Charges.

1.10 The ports to be opened on the firewalls (if required) should not be prone to any security breach and to be suggested by bidders itself during and after migration. The total solution should be able to work under the existing security set up of the Ministry. The bidder must submit the list of ports and services required to be opened on the network equipment like Firewall, Router etc. at all the locations for implementing the VC solution.

B. MAINTENANCE PART

1.11 Service Provider shall support the Product and its associated items/components including OS/firmware during the period of AMC

1.12 During the AMC period, Service Provider will have to undertake comprehensive support of the entire Product (hardware/components/ operating software/firmware) supplied by them at no additional cost to the Ministry. During the support period (warranty and AMC), Service Provider shall maintain the Product (hardware/ software, etc.) to comply with parameters defined for acceptance criteria and Service Provider shall be responsible for all costs relating to labour, spares, maintenance (preventive and corrective), compliance of security requirements and transport charges from and to the designated site(s) in connection with the repair/ replacement of the Product (hardware/ equipment/ components/ software or any component/ part thereunder), which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified. On site comprehensive warranty for the Product would include free replacement of spares, parts, kits, resolution of problem, if any, in Product.

1.13 Service Provider shall provide and implement patches/ upgrades/ updates for Products (software/ firmware/ OS) as and when released by Service Provider/ OEM free of cost.

1.14 Service Provider shall provide maintenance support for the Product including embedded software/ OS/ middleware etc over the entire period of Contract.

11.15 Support would be on-site and comprehensive in nature and must have back to back support from the OEM/Service Provider. Undertaking on the lines of **FORM-V** of this tender document is required to be submitted by Service Provider, duly endorsed by the OEM that in case Service Provider fails to provide Services then OEM shall provide the same at no extra cost, to the satisfaction of the Ministry. Service Provider warrants Products against defect arising out of faulty design, materials, etc. during the specified support period. Service Provider will provide support for operating systems and other pre-installed software components/system software during the specified period of the hardware on which these software and operating system will be installed. Service Provider shall repair or replace worn out or defective parts including all plastic parts of the Equipment at his own cost including the cost of transport.

11.16 The bidder shall ensure that only qualified maintenance engineers, who are totally familiar with the equipment, shall perform all required repairs and maintenance services/activities.

2. DURATION OF CONTRACT

The Contract has two parts: SITC part and Annual Maintenance part. The SITC part of the contract shall come into effect from the date of signing of this contract. The maintenance part of the contract shall come into effect from the date of commissioning of the equipments and shall remain valid for a period of one year unless terminated by either Party. The maintenance part of the contract may be extended further by MEA if the performance of the Service Provider proves to be satisfactory.

(Date of Commissioning will be understood as the date on which MEA accepts all the equipment is ready to commence operations after successfully completing the testing and issues a letter to that effect.)

3. RATE OF CONTRACT

The amount of SITC part of the contract is Rs.....plus taxes as per applicable rate. The amount of Annual Maintenance Contract is Rs.....plus taxes as per applicable rate. The Maintenance part of the contract shall initially be for a period of one year. However, the ARC may be extended for a further period of two years (total 3 years from initial date of contract); one year at a time with mutual agreement on the same rate, terms and conditions, if the services of the contractor are found satisfactory.

4. INCOME TAX DEDUCTION

GST shall be deducted at source as per rules.

5. PAYMENT OF STAMP DUTY

The Service Provider shall pay the expenses of stamp duty for execution of Agreement.

6. TERMS OF PAYMENT

6.1 For payment, the vendor will have to raise bills separately for the SITC part and maintenance part of the contract.

6.2 For the SITC part of the work, MEA shall release the payment to vendor in the following manner:

Sl. No.	Breakup of Payment	Timeline	Payment Terms
1.	Delivery	Three weeks from placement of PO	Upto 50% of SITC cost on delivery of equipment on pro-rata basis
2.	Installation and Commissioning	Eight weeks from placement of PO	Remaining 50% of SITC cost on handover of the site after successful completion of installation and commissioning of the solution

6.3 For the maintenance part of the contract:

6.3.1 Maintenance contract will be assumed to have commenced from the date of commissioning.

6.3.2 Payment for the maintenance work will be made after successful execution of work on quarterly basis.

17.4 No advance payment will be made in any case.

7. PERFORMANCE SERVICE GUARANTEE

7.1 PSD @ 10% of order value of the contract shall have to be made ***within 7 days of receipt of the communication of the selection of the bid*** in pursuance of conditions / instructions to the bidders, prior to signing of this contract.

7.2 PSD shall be in the form of Demand Draft / Pay order payable to Pay and Accounts Officer, MEA, New Delhi / Deposit receipt from a Nationalized Bank / Bank Guarantee from a Nationalized Bank.

7.3 The PSD should remain valid for a period of sixty days beyond the date of completion of all contractual obligations by the supplier including warranty/guarantee obligation, if any.

8. FORFEITURE OF PERFORMANCE SERVICE GUARANTEE

The guarantee amount in full or part may be forfeited in the following cases:-

- when the terms & conditions of the contract are breached
- when the Service Provider fails to comply with minimum service levels agreed upon
- failure of the Service Provider to comply with statutory requirements shall constitute sufficient grounds for the annulment of the award and forfeiture of the Service Guarantee.

Notice of reasonable time and reasonable opportunity to rectify the breach will be given in case of forfeiture of security deposit.

9. RELEASE OF PERFORMANCE SERVICE GUARANTEE

The Performance Security Guarantee will be returned after successful completion of contract period provided there is no claim for liquidated damages from the Ministry.

10. PENALTY

10.1 All the equipment/items must be delivered to site (Jawaharlal Nehru Bhawan, Janpath Road, New Delhi) within 3 weeks of placement of order by the Ministry. For any delay in delivery of the equipment/items listed in BoQ, liquidated damages will be imposed on the vendor at 1% of the price of equipment/item not delivered per week of delay. The liquidated damages due to delay in delivery of equipment/item will be subject to a maximum limit of 5% of SITC cost.

10.2 Installation, testing and commissioning of the VC equipment must be completed within 8 weeks from the date of placement of order by the Ministry. After the installation of the equipment is complete from the vendor's side, the same shall be intimated to the Ministry. The competent authority of the Ministry will evaluate the completion of work against the scope of work mentioned in

Section 4 of this tender document. If the competent authority accepts the SITC work, then an acceptance letter to that effect will be issued to the vendor. The date of issue of acceptance letter will be considered as the Date of Commissioning and completion of SITC work. The Date of Commissioning should be within 8 weeks from the date of placement of order on the vendor. For any delay in completion of SITC work, liquidated damages will be imposed on the vendor at 1% of the installation cost for each week of delay. The liquidated damages due to delay in completion of SITC work will be subject to a maximum limit of 5% of SITC cost. This 5% of liquidated damages is over and above the liquidated damages mentioned in Clause 10.1 above.

10.3 In case of any lapse in maintenance services, the vendor provider shall be imposed a penalty of Rupees Ten Thousand for every lapse. The staff deployed by the vendor for maintenance activities shall perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to the Government property. If any negligent action or inaction on the part of workers of the company causing damage to contracted item(s) is reported, then full amount equivalent to that of damaged article will be recovered from the company in addition to any other action as deemed appropriate by the Competent Authority.

11. AMENDMENTS TO THE CONTRACT

This Agreement may be amended or modified with consent of both parties in writing signed by their duly authorised representatives. No variation in or modification of the terms of the Contract shall be made except by written amendment signed by both the parties i.e. the Service Provider and Ministry.

12. FORCE MAJEURE

12.1 Ministry may consider relaxing the penalty and delivery requirements, as specified in this Tender Document, if and to the extent the delay in performance or failure to perform its obligations under the contract is the result of a Force Majeure.

12.2 Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as natural disasters, act of states, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful bidders premise, etc.

13. SETTLEMENT OF DISPUTES AND ARBITRATION

13.1 If any dispute or difference arises between the parties hereto as to the representatives, interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under

these presents but excluding any matters, decisions or determination of which is expressly provided for in this tender, shall within 15 days (or such longer period as may be mutually agreed upon) from the date one party informs the other in writing that such dispute or disputes or disagreement exists, be referred to arbitration in accordance with the Arbitration and Conciliation Act 1996 and the rules framed there under for the time being in force. The award made in pursuance thereof shall be binding on the parties.

13.2 The sole arbitrator shall be appointed by the mutual consent of both Parties.

13.3 The venue of the Arbitration shall be at Delhi.

13.4 The language of arbitration proceedings will be English only.

13.5 Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrator otherwise decides in the Award.

13.6 The provisions of this Clause shall not be frustrated, abrogated or become inoperative, notwithstanding this tender/agreement expires or ceases to exist or is terminated or revoked or declared unlawful.

13.7 The Courts at New Delhi shall have exclusive jurisdiction in all matters, concerning this Agreement/tender including any matter related to or arising out of the arbitration proceedings or any Award made therein.

14. GOVERNING LAWS AND DISPUTES

This shall be construed and governed by the Laws of the India and the parties hereby submit to the exclusive jurisdiction of the Delhi Courts of Law.

15. TERMINATION OF CONTRACT

The Contract can be terminated by either party, i.e., MEA or the Service Provider. The service provider may terminate this Agreement by giving atleast a 60 days advance notice in writing to the Ministry. Ministry may terminate this Agreement by giving 30 days advance notice in writing to the service provider. However, MEA reserves the right to terminate the contract without giving any notice in case the Contractor commits breach of any of the terms of the contract. MEA's decision in such a situation shall be final and shall be accepted by the Contractor without any objection or resistance.

On termination of the contract, the Service Provider will hand over all the equipment/furniture/articles etc., supplied by MEA, in good working condition, back to MEA.

The Ministry appoints the Service provider and the Service provider accepts the appointment on the terms and conditions set forth as stated in the foregoing, which shall form part and parcel of the Agreement.

IN WITNESS WHEREOF the duly authorised representatives of the parties have signed this Agreement on the day, month and year first above written in presence of witnesses and in presence of each other.

FOR

FOR

(Shri Manoj Pujari)

(Service Provider)

Under Secretary (Establishment)

M/s

Ministry of External Affairs

Witness 1.....

Witness 2.....