ENGINEERING PROJECTS (INDIA) LIMITED
(A GOVT. OF INDIA ENTERPRISE)

NOTICE INVITING TENDER (e-tender)
FOR

"Implementation of Video Conferencing System at EPI for New Delhi, Kolkata, Guwahati & Chennai"

TENDER NOTICE NO: DLI/CON/ITD/580 dated 31.08.2017

Single stage two envelope system (e-tender) are invited for Implementation of aforesaid work as per scope of work and Technical Specifications attached at Annexure-I.

The detailed description, Scope of work, technical specifications, instructions to bidders etc. are as follows:

1. **Details of the project:**

Engineering Projects (India) Limited, a Govt. of India Enterprise intends to go for implementation of 1+5 Multi-parties Video Conferencing System at EPI’s New Delhi, Kolkata, Guwahati and Chennai location

**Objectives:**

The new system should have the following features:

- IP based facility available for the communications
- Hardware, Software & cloud based solution should be available.
- Add-on feature for new location (remote location also) in a short notice


i) NIT
ii) Annexure-I (Technical Specification),
iii) Annexure –II (Price Bid)
iv) Annexure – III (Check List)
v) special Instructions for e-tendering

- In order to participate, the bidder should have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities.
## 2. Data Sheet

Brief information related to purchase, clarification and submission of Tender document:

<table>
<thead>
<tr>
<th>S.no</th>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Cost of Tender document</td>
<td>Rs.2,000 (Non-refundable) in the form of crossed demand draft from any nationalized/scheduled Bank in favor of ‘Engineering Projects (India) Ltd’, payable at New Delhi.</td>
</tr>
<tr>
<td>2.</td>
<td>Publishing of the Tender</td>
<td>31.08.2017</td>
</tr>
<tr>
<td>3.</td>
<td>Last date for submission of queries to Tenders by post or fax or E-mail.</td>
<td>06.09.2017 upto 03:00 pm</td>
</tr>
<tr>
<td>4.</td>
<td>Earnest Money Deposit</td>
<td>Rs.40,000/- (Refundable) in the form of crossed demand Draft from any nationalized/scheduled Bank in favour of ‘Engineering Projects (India) Ltd’, payable at New Delhi or in the form of Bank Guarantee to be issued by any nationalized/scheduled bank as per proforma given in the Tender documents.</td>
</tr>
<tr>
<td>6.</td>
<td>Address for submission of Tender document</td>
<td>Executive Director (Contracts) Engineering Projects (India) Ltd, 3rd floor, Core 3, Scope Complex, 7, Lodhi Road, New Delhi – 110003, Ph: 011-24361666, 011-24361804 Fax: 011-24363426 E-mail: <a href="mailto:contracts@engineeringprojects.com">contracts@engineeringprojects.com</a></td>
</tr>
<tr>
<td>7.</td>
<td>Document available for download. Date &amp; Time</td>
<td>31.08.2017 from 05:00 pm</td>
</tr>
<tr>
<td>8.</td>
<td>Last date and time for submission of Tenders</td>
<td>14.09.2017 upto 01:00 pm</td>
</tr>
<tr>
<td>9.</td>
<td>Techno-Commercial Bid Opening, Date &amp; Time</td>
<td>14.09.2017 at 03:00 pm</td>
</tr>
<tr>
<td>10.</td>
<td>Date &amp; Time for demonstrate the suitability of the proposed product</td>
<td>Will be informed to the bidders separately.</td>
</tr>
<tr>
<td>11.</td>
<td>Price Bid Opening Date &amp; Time</td>
<td>Will be informed to the technically qualified bidders separately.</td>
</tr>
</tbody>
</table>
### 3. Prequalification Criteria

<table>
<thead>
<tr>
<th>S.no</th>
<th>Criteria</th>
<th>Supporting Documents (Documentary evidence to be submitted along with Technical Bid)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bidder should be a registered company in India.</td>
<td>(Attach copy of certificate)</td>
</tr>
<tr>
<td>2</td>
<td>Bidder should be in the business of providing solution for “Video Conferencing System” at least for last three years.</td>
<td>Customer Reference List along with (copy of purchase / work order and OEM Self Certification)</td>
</tr>
<tr>
<td>3</td>
<td>The bidder’s organization should be profit making at least for 2 years in the last three financial years but last year must be profit making.</td>
<td>(Attach Audited balance sheet for 3 years ending 31.03.2017)</td>
</tr>
<tr>
<td>4</td>
<td>Bidder should have three implementation “Video Conferencing System” costing not less than ₹6.50 Lacs each.</td>
<td>Customer Reference List along with (copy of purchase / work order and OEM Self Certification). Attach copy of certificates.</td>
</tr>
<tr>
<td>5</td>
<td>“Video Conferencing System” should have compatibility with any other brand’s system.</td>
<td>(Attach Self Undertaking).</td>
</tr>
<tr>
<td>6</td>
<td>Software should be Client Server and Web based technology.</td>
<td>(Attach Undertaking).</td>
</tr>
<tr>
<td>7</td>
<td>The Bidder should not have been blacklisted by any Govt. Organization</td>
<td>(Attach Undertaking).</td>
</tr>
<tr>
<td>8</td>
<td>The bidder should have registration of GST/Sales Tax / VAT &amp; Service Tax</td>
<td>(Attach copy of certificate)</td>
</tr>
<tr>
<td>9</td>
<td>PAN No. is to be indicated</td>
<td>(Attach Copy)</td>
</tr>
<tr>
<td>10</td>
<td>Bidders have to submit confirmation letter whether they are registered under MSME Act or not and if yes, then relevant copies of the registration letter (Registered under single point registration scheme of NSIC, Govt. of India, Ministry of MSME ,New Delhi vide Gazette Notification dated 26.03.2012 along with the form of Memorandum-2 with the concerned DIC) to be enclosed in Technical Bid and a request letter for exemption from submission of Tender fee and EMD</td>
<td>(Attach Copy)</td>
</tr>
</tbody>
</table>
4.0 Scope of Work

Supply, Installation, Testing & Commissioning of **four (4) numbers** of Multi-parties (1+5) End-point Video Conferencing System for EPI's at New Delhi, Kolkata, Guwahati & Chennai.

General Information

4.1 Location

Multi-parties (1+5) End-point Video Conferencing System is required to be installed at EPI’s Regional Offices at various locations like New Delhi, Kolkata, Chennai & Guwahati.

4.2 Existing Technology Environment

The following is a listing of our current video conferencing environment.

- At present, we are using Life size Room 200 at Corporate office and Life size premium cloud at other locations and 10 nos. of Lifesize Premium Cloud License for far locations.
- Our Regional offices (Kolkata, Mumbai, Chennai & Guwahati) are connected with 2 MBPS MPLS connectivity and at corporate office, it is 8 MBPS.

4.3 Compliance to general requirement

**Bidders should ensure to comply with following parameters:**

4.3.1 Capability/Functionality

- The video conferencing system shall deliver good audio quality for entire conferencing environment.
- The video conferencing system shall deliver best image quality to the entire conferencing environment.
- The video conferencing system should have the ability to schedule and invite any participants (At Corporate Office or Regional Offices) to a video conferencing session.
- The video conferencing system shall have a management utility capable of centrally managing a video conference session as well as the entire video conferencing system.
- The video conferencing system should have real time content sharing functionalities.
- The system shall display properties of modularity. If part(s) of the system become unavailable, the system shall be able to continue to operate at an acceptable standard.
• The video conferencing system shall support adjustable/ flexible bandwidth for content.

• The system shall be able to operate with other desktop, software, cloud based system and hardware based video conferencing technologies for other vendors.

• The system shall utilize the latest encryption standards and other data security services to ensure that communications and system resources are kept secure and confidential.

4.3.2 Audio Requirements

• The video conferencing system shall support a wide range of the latest audio as per industry standards and digital formats.

• The system should be able to decipher multiple, simultaneous conversations and be able to distinguish which side of the room people are talking from.

• The video conferencing system shall provide audio error concealment facilities (reduce audio drop on busy IP or networks).

• The video conferencing system shall have the ability to correct audio from the communications system easily.

• The video conferencing system shall have built in echo cancellation and other noise suppression functionality.

• The system shall have 360º audio pickup capacities sensitive enough to pick up smart enough to eliminate noise.

4.3.3 Video Requirements

• The video conferencing system shall support a wide range of the latest video industry standards and digital formats.

• The video conferencing system shall support a wide range of the latest video formats and industry standards.

• The system shall support but not be limited to the following formats and standards:
  - H.261, H262, H263+, H.263++, H264 video standards
  - MPEG, MPEG2 and MPEG4 video formats
  - CIF, SIF, 4CIF, VGA, SVGA, XGA display resolution

• The video conferencing system shall support video error concealment facilities (reduce video drop on busy IP or networks).
4.3.4 Supported Interfaces

- The video conferencing system shall support a wide range of the latest standard interfaces for outputting digital / analog audio and video to external equipment.

- The system shall provide a wide variety of standard network interfaces to facilitate connectivity to various types of networks.

- The video conferencing system shall support a wide range of the latest interfaces for accepting digital / analog audio and video input from external sources.

4.3.5 Content Sharing

- The system shall be able to show /share content from a PC / laptop.

- The video conferencing system shall be able to allow laptop / PC IP network to actively participate in a conferencing session.

- The video conferencing system shall have the ability to share presentation data from applications such as but not limited to Microsoft PowerPoint, Excel, Word, drawings etc. on digital whiteboard in real time to local and remote site(s).

4.3.6 Supported Network Interfaces and Protocols

- The system shall support a wide variety of standard network interfaces to facilitate connectivity to various types of networks.

- The system shall support but shall not be limited to the following networking protocols:

  TELNET, HTTP, FTP, PING, DNS (Client), DHCP (Client), RTCP, SIP, RTP, TCP, H.323 (LAN), H.320 (ISDN), H.323/H.320 Mixed, ARP.

4.3.7 Features
The proposed solution should delivers “in-person” conference experience with support for the following but not limited to

- Three-channels stereo audio
- One or more microphone inputs
- Lip sync
- Sound localization

4.3.8 Performance

- This section should describe the desired performance characteristics for video/audio conferencing.

- This may include High Definition (HD) capabilities, wideband audio, intelligent bandwidth management and/or scaling, Quality of Service (QoS) configuration, and performance reporting/statistics.
4.3.9 Scalability

This section should describe the scalability requirements for the proposed solution, including concurrent Multi-parties (1+5) End-point Video Conferencing System conferencing capacity needs, overall port capacity for Multi-point Conferencing Unit (MCU) platforms, multi-site management etc.

4.3.10 Integration

This section should describe the integration requirements for the proposed solution. This may include Active Directory / LDAP integration, calendar/scheduling integration, integration with a third party Unified Communications (UC) platform, and potentially third party Web conferencing services or communications tools.

4.3.11 Deployment and Configuration

- The proposed video conferencing solution will certainly meet following deployment and configuration requirements -
  - Full description of proposed end points must be described about the functioning of system.
  - The proposed product must be highly integrated with display screens. Cameras, speakers, microphones, codecs, control devices, equipment rack and conference table.

4.3.12 Support and Maintenance

- Bidder should have availability in PAN India.
- Require that a detailed description of standard and extended support and maintenance to be provided.

4.3.13 Training

- Training is required to operate the proposed solution to the officials at Video Conferencing system installation location.

4.3.14 Service Provider

- Please state the name of the company which will be delivering service and on-site support for this solution.
5.0 **Special Terms & Conditions**

5.1 **Security Deposit**

- The successful tenderer shall be required to furnish security deposit equal to 5% of the value of the contract within 7 days from the date of intimation of the acceptance of Purchase Order for due and proper fulfilment of the contract. The security deposit is to be deposited in the form of unconditional irrevocable bank guarantee from a Nationalised Bank (if from any other bank the bank guarantee should be duly countersigned by State Bank/Reserve Bank). The bank guarantee should remain valid till completion of supplies.

5.2 **GST clause:**

- The bidder must be registered with GST and should have a valid GSTIN number.

- The bidder must submit as compliances of GST Act, the invoices in GST compliant format, failing which the GST amount shall be recovered/adjusted by EPI without any prior notice from the next invoices or available dues with EPI.

- The bidder is requested to update/upload the GST/Taxes data periodically so as to avail Input Tax credit (ITC) by EPI, failing which it shall be recovered/adjusted by EPI without any prior notice from the next invoices or available dues with EPI.

5.3 **Obligations of the Parties**

i) The Implementation Agency shall perform all Services in accordance with the Scope of the Work/Services as stated in the section ‘Scope of Work’ of section 4, including all related Works/services thereof.

ii) The Implementation Agency shall exercise reasonable skill, care and diligence in the performance of his obligations under the Agreement.

iii) Neither party will make any promise, representation nor give any warranty or guarantee with respect to services and products, which are not authorized by the other party.

iv) Neither party shall have the right or authority to assume or to create any obligation or responsibility to assume or to bind on behalf of or in the name of other party in any manner apart from the rights and obligation arising out of the terms and conditions of the Contract.

5.4 **Assistance to the Implementation Agency**

EPI shall assist the Implementation Agency in:

i) Providing access wherever it is required for providing the Services as per the Scope of Work.

ii) Providing required infrastructure and environment, if so required under the Scope of the work.
5.5 Effective Date of Contract

EPI will issue the Work Order along with terms & conditions to the successful Bidder. On acceptance of the LOI, the Implementation Agency shall take action as per the scope of work specified in Section 4.

This Implementation shall commence and effect on the date of availability of Server/Hardware/Networking at EPI required by successful bidder.

5.6 Schedule Delivery Time

The scheduled delivery time for Implementation (Supply, Installation, Testing & Commissioning) of 1+5 Multi-parties Video Conferencing System at EPI’s New Delhi, Kolkata, Guwahati and Chennai location should be 6 weeks from the date of acceptance of purchase order.

5.7 Delays in the contractor’s performance

Time is the essence of the Contract. Delivery of the deliverables and performance of the services shall be made by the Implementation Agency in accordance with the time schedule mentioned in the tender document. In case the delivery is not completed in the stipulated delivery period, as indicated, penalty shall be applicable as per clause no. 5.16. EPI reserves the right to get the balance work completed at the risk and cost of the Implementation Agency.

5.8 Extension of Time

Time is essence of the contract. EPI reserves the right to grant extension of time on request of the Implementation Agency in exceptional circumstances provided the delay is not attributable to Implementation Agency.

5.9 Compensation for delay for Supply and Implementation part

The date of delivery of the modules stipulated in the work order should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of EPI and be accepted by EPI, such deliveries will not deprive EPI of its right to recover compensation for delay as mentioned below.

Should the contractor fail to deliver any module within the period prescribed and agreed for delivery, then EPI, without prejudice to other remedies available to it shall be entitled to recover compensation for delay, a sum equivalent to 1.0% of the value of the delayed delivery for each week of delay or part thereof subject to maximum 10 % of the total value of the contract.
5.10 Force Majeure

Force Majeure Events shall mean one or more of the following acts or events:

a) Acts of God or events beyond the reasonable control of the affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption, fire or landslide;

b) Strikes or boycotts (other than those involving the Implementation Agency or its employees/representatives or attributable to any act or omission of any of them) interrupting supplies and services to the public for a period exceeding a continuous period of seven (7) days.

c) An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion which prevents or restricts the performance by the Implementation Agency of its obligations for a period exceeding a continuous period of seven (7) days.

As soon as practicable and in any case within 7 days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the affected party shall notify other Parties of the same, setting out the details of such Force Majeure Event.

Upon the occurrence of any Force Majeure Event, the following shall apply:

i) There shall be no Termination;

ii) The Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs arising out of such Force Majeure Event;

iii) The Implementation Agency will not be liable to pay the Liquidated Damages for the period for which the Force Majeure events persist.

Upon the cessation of any Force Majeure Event, the Parties shall immediately resume their respective obligations.

5.11 Event of Default and Termination

EPI may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Implementation Agency, terminate this contract in whole or in part. The Event of Default by the Implementation Agency shall be as set out below:

i) Material Breach to meet any of its obligations and which breach the Implementation Agency fails to cure for a period of 30 days (or such longer period as the EPI may authorize in writing) after receipt of the default notice from EPI;

ii) The Implementation Agency fails to deliver any or all of the deliverables to the satisfaction of the EPI within the time period(s) specified in the contract, or any extension thereof granted by the EPI.

iii) The Implementation Agency has abandoned the Work(s) as set out in the Scope of Work;

iv) The Implementation Agency has been declared insolvent;

v) A resolution has been passed for voluntary winding up of the Implementation Agency;

vi) Any petition for winding up of the Implementation Agency has been admitted and liquidator or provisional liquidator has been appointed or the Implementation Agency has been ordered to be wound up by Court of competent jurisdiction, except for the
purpose of amalgamation or reconstruction with the prior consent of EPI provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all obligations of the Implementation Agency;

vii) The Implementation Agency has unlawfully repudiated the Contracts or has otherwise expressed an intention not to be bound by the Contracts.

In the Event of Default of the Implementation Agency in relation to the Work, EPI shall, without prejudice to any other right that it may have, be entitled to encash the Performance Security(ies) for such work(s) and terminate Contract at its sole discretion and get the work executed at the risk and cost of Implementation Agency.

EPI reserves the right to terminate the Contract by giving 1 (one) month advance notice in writing to the Implementation Agency, without assigning any reason thereof.

5.12 Effect of Termination

Notwithstanding any other rights and remedies provided elsewhere in the Agreement, on termination of this Contract:

i) Neither party will represent the other party in any of its dealings. Either party shall not intentionally or otherwise commit any act(s) as would keep a third party to believe that the other party is still providing services as provided under this Contract.

ii) Both the parties will settle, within seven working days of Termination of this Contract all the outstanding dues of the other party save and except the dues under dispute.

iii) Each party shall not use each other’s name, trademark, brand name, logo, etc. in any visual form after termination of this Contract.

iv) For the incomplete modules EPI may obtain the services from other agencies at Implementation Agency’s risk and cost, upon such terms and in such manner as it deems appropriate and the Implementation agency shall be liable to the EPI for payment of any excess cost over and above what was agreed to in the contract for such similar services.

v) The expiration or termination of the Contract for any reason whatsoever shall not affect any obligation of either party having accrued under the Agreement prior to the expiration or termination of the Contract and such expiration or termination shall be without prejudice to any liabilities of either party to the other party existing at the date of expiration or termination of the Contract.

5.13 Notices

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 by email, registered mail, Speed post, courier or facsimile to such Party at the address given in the proposal document for issue of proposal document.
5.14 Jurisdiction

All actions at law or suits arising out of or in connection with this contract or the subject matter thereof will be instituted in the Delhi court alone.

5.15 Arbitration Clause/ Dispute Resolution

Before restoring arbitration as per the clause given below, the parties if they so agree may explore the possibility of conciliation as per the provisions of Part III of the Arbitration and Conciliation (Amendment) Act 2015. When such conciliation has failed, the same shall be referred to the Sole Arbitrator appointed by the Chairman & Managing Director (CMD) of Engineering Projects (India) Ltd. (EPI) or any other person discharging the functions of CMD of EPI. The person approached for appointment as Arbitrator shall disclose in writing circumstances, in terms of Sub-Section (1) of Section (12) of the Arbitration and Conciliation (Amendment) Act 2015 thereof.

The Arbitrator shall be appointed within 30 days of the receipt of letter of invocation of arbitration duly satisfying the requirements of this clause.

The language of the Arbitration shall be English. The Venue of the Arbitration Proceedings shall be New Delhi.

5.16 Penalty for Late Deliveries:

The time and date of delivery of stores, materials, equipment as agreed to shall be deemed to be the essence of the contract. In case of delay in execution of the order beyond the date of delivery as agreed to for any reason, the BUYER shall recover from the supplier as penalty a sum equivalent to **0.5% of the value of the entire contract for every week of delay or part thereof limited to an aggregate of 5%**.

6.0 Schedule of Payments for Supply & Implementation of Video Conferencing System

- 90% of the total price (Annexure – II of the price bid) shall be paid on successful Delivery, installation, commissioning and testing of Video Conferencing System at New Delhi, Kolkata, Guwahati & Chennai.

- Balance 10% of price of equipment/material shall be released within 30 days after expiry of the warranty period.

7. Instructions to Bidders

7a). Introduction

i. Sealed tenders in the prescribed form are invited by Engineering Projects (India) Limited, New Delhi as per details given below.

The tender is for ‘Implementation of Video Conferencing System at EPI’ as described in Notice Inviting Tender. In order to participate, the bidder should have
Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities.

ii. Interested bidders have to necessarily register themselves on the portal https://www.tcil-india-electronic.tender.com through M/s Telecommunications Consultants India Limited, New Delhi to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s Telecommunications Consultants India Limited, New Delhi at following address to complete the registration formalities:

M/s Telecommunications Consultants India Limited,
6th Floor, TCIL Bhawan, Greater Kailash – 1,
New Delhi – 110 048
Contact No. : 011-26241790, 98683 93717/75/92
Email-ID: ets_support@tcil-india.com

iii. They may obtain further information regarding this tender from ED(Contracts) at the address given at Clause No.13 below from 10:00 hours to 17:00 hours on all working days till the last date of online submission of Bidding Documents.

iv. For proper uploading of the bids on the portal namely https://www.tcil-india-electronic.tender.com (hereinafter referred to as the ‘portal’), it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed at the portal as well as by contacting M/s Telecommunications Consultants India Limited, New Delhi directly, as and when required, for which contact details are mentioned above. The Employer in no case shall be responsible for any issues related to timely or properly uploading/submission of the bid in accordance with the relevant provisions of Section Instruction to Bidders of the Bidding Documents.

v. Bidders can download the bid document from the portal without registering or paying document fees in advance, any time from 17:00 Hrs. on 31.08.2017; however interested bidders have to pay tender fees for participating in the tendering and submitting the bid. For this purpose the interested bidders shall be required to pay Rs.2000 (Rupees Two Thousand only) as non-refundable document fees in the form of demand draft in favour of Engineering Projects (India) Ltd.’ payable at New Delhi.

vi. E-Bids must be submitted/ uploaded along with scanned copies of relevant documents pertaining pre-qualification criteria under “Single Stage Two Envelope Bidding Procedure” on the TCIL portal on or before last date and time of online bid submission. Late bids will not be accepted. Under the above procedure, only the first envelope (Technical Part) shall be opened in the presence of the bidders’ representatives who choose to attend in person at the address given below on schedule date and time of bid opening or may be viewed by the bidders by logging into the portal as per features available to them. Second envelope i.e. Price part shall be opened of technically qualified bidders.

vii. The bid must be accompanied by an Earnest Money Deposit (EMD) of Rs. 40,000 (Rupees Forty Thousand only). This can be either in the form of Crossed Demand Draft or Pay Order of any Nationalized Bank/Scheduled Bank for the full amount of
EMD payable favouring “Engineering Projects (India) Ltd.”, payable at New Delhi or in the form of Bank guarantee of any Nationalized Bank/Scheduled Banks, in accordance with the prescribed Performa, favouring “Engineering Projects (India) Ltd.”. The EMD shall be valid for minimum period of 90 days (ninety days) from the last day of submission of tender i.e. 14.09.2017 upto 01:00 pm. Tenders submitted without EMD or inadequate amount of EMD shall be rejected. The bid shall be valid for 90 days from date of opening of Price Bid.

viii. Tender fee, EMD (In original), NSIC/MSME certificate as per pre-qualification criteria if bidder is claiming EMD/Tender fee exemption and Pass Phrase (Both for technical and financial bid in separate envelope) to decrypt the bid must be submitted in physical form at the address given at Clause No. 13.0 below on or before Last date and time of online bid submission. If the above documents are not received in time then their offer shall not be considered and EPI shall not be responsible for any postal delay in respect of submission of hard copy part of the bids.

7(b) The technical bids must also contain:

i. A brief description of the bidder’s firm and an outline of recent experience on assignments/projects. All supporting documents related to pre-qualification criteria.

ii. Vendor General Information, Abstract of Terms and Conditions, Relevant experienced, Network solution proposed, Maintenance and support details (six years from the date of Installation).

The technical proposal, inter alia, would check

iii. Overall completeness and compliance with the bid requirements.

iv. The technical merits of solution, Pre-qualification criteria, Service methodology, Customer Satisfaction Report, and suitability of the technical features offered, quality, function and operation included in the bid.

v. The Bidders will be required to demonstrate the suitability of the proposed product using proof of concept (POC). The suitability criteria will include functions available out of the box, features matching EPI’s requirements and extent of customization required.

vi. The Bidders capability to implement the proposed solution and quality of its manpower.

7c). Other instruction to bidders

i. EPI reserves the right to postpone the tender submission date and issue required amendment, if any. Selected bidders may be called for discussions/ clarifications/ presentation after the tenders have been scrutinized.

ii. No deviation shall be allowed from the terms and conditions stipulated in the ‘Tender Documents’ and tender containing deviations are liable to be rejected. The bidder shall be deemed to have accepted all conditions specified in these ‘Tender
Documents’. EPI reserves its right to reject such tenders without any further correspondence with the bidder and their price bid shall not be opened.

iii. The tender shall remain open for acceptance for a period of 365 days from the due date for receiving the tender by EPI. If any bidder withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable, Engineering Projects (India) Limited without prejudice to any other right or remedy shall be at liberty to forfeit the Earnest Money deposited.

iv. Bidders are requested to send their queries regarding ‘Tender Documents’ if any in writing by post or fax or email latest by 06.09.2017 upto 03:00 pm and to the address specified in the Data sheet.

v. These ‘Instructions to bidders’ shall form part of the ‘Tender documents’.

vi. Submission of a tender by the bidder implies that he has read the complete contract documents and has made himself aware of the scope, terms & condition and specifications of the work to be done. No claim of tenders whatsoever, within the purview of this clause, shall be entertained at any stage.

vii. EPI takes no responsibility for tenders lost/delayed in postal transit and therefore, bidders should lodge their tenders sufficiently in advance.

viii. EPI reserves the right to reject any or all tenders or annul this process at any stage and also the right to place orders for full or part work without assigning any reasons thereof. The bidder shall have no claim on EPI on this account whatsoever.

ix. **EMD of the successful bidder shall be returned on receipt of Security Deposit cum performance bank guarantee after receiving the request letter for the same.**

x. The successful bidder, on award of the work shall not sublet the whole or part of the work without the written permission of EPI.

xi. The words Bidder/Successful Bidder/Contractor/ISP are synonymous.

xii. EPI reserves the right to split the order.

xiii. The order shall be governed by the Indian laws for the time in force.

xiv. Jurisdiction – All disputes shall be subject to Delhi Courts only.

**7d). Preparation of Proposal**

i) **Site Visit**

Bidders should contact the EPI's representative for their visit, if required to do the requirement analysis. All costs related to the visits shall be borne by the interested bidder.
ii) Cost incidental to preparation of Proposal

Bidders shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. EPI is not bound to accept any proposal, and reserves the right to annul/reject/modify the selection process at any time prior to Contract award, without assigning any reason.

8. The Tender documents must be received in the office of EPI not later than the specified date and time. Tenders received/uploaded after the due date and time or those which are incomplete are liable to be rejected. It is the bidder's responsibility to submit the completed tender document taking into account all addenda/corrigenda issued.

9. Material deficiencies in providing the information requested may result in rejection of a Proposal.

10. The Corrigendum or addendum, extension, cancellation of this NIT, if any, shall be hosted on the EPI's website www.epi.gov.in /CPP portal www.eprocure.gov.in/ as well as on TCIL portal http://www.tcil-india-electronic tender.com. The bidders are required to check these websites regularly for this purpose, to take into account before submission of tender. All Corrigendum and addendum are to be uploaded duly signed & stamped with tender documents as bid Annexure.

11. The price bid of those bidders who are qualified based on the technical documents submitted in technical bid shall only be opened. Hence the intending bidders must furnish their e-mail id and contact phone number along with the techno-commercial part. However, it is made clear that the offer of the L-1 bidders shall be accepted subject to the confirmation of authenticity of the PQ documents/BG from the concerned department/bank. Further, in case the PQ documents such as work experience certificate, bank solvency certificate etc submitted by a bidder is found to be fake, the EMD submitted by him shall be forfeited by EPI without making any reference to him. Further such a tenderer shall be at a risk of losing his right to participate in any tender called by EPI for a minimum period of one year.

12. The Tender Fees of Rs. 2000/- (Rupees Two Thousand only) (Nonrefundable) should be in the form of crossed demand draft from any nationalized/scheduled Bank in favor of 'Engineering Projects (India) Ltd', payable at New Delhi.

13. All correspondence with regard to the above shall be to the following address (By Post/In Person):-

   Executive Director (Contracts)  
   Engineering Projects (India) Limited  
   Core -3, Scope Complex, 7 Lodhi Road,  
   New Delhi – 110 003  
   Phone: +91 11 24361666 extn 2301  
   Fax: +91 11 24363426  
   Email: contracts@engineeringprojects.com
For more information on EPI, visit our website at: http://www.epi.gov.in
For more information on the e-tender visit website of M/s Telecommunications Consultants India Limited, New Delhi at: https://www.tcil-india-electronictender.com

Executive Director (Contracts)
Date: 31.08.2017
# Technical Specification

Supply, Installation, Testing & Commissioning of 1+5 Multi-parties Video Conferencing System at New Delhi, Kolkata, Guwahati & Chennai

<table>
<thead>
<tr>
<th>Particular</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Standards and Protocols</strong></td>
<td>Standards as per industry norms &amp; Standard HD Protocol ITU-T H.323, IETF SIP, ITU-T H.239 and BFCP</td>
</tr>
<tr>
<td><strong>Video Standards and Protocols</strong></td>
<td>Video Standards and Protocols as per industry standard like H.263, H.263+, H.264 BP, H.264 HP, H.264 SVC, RTV</td>
</tr>
<tr>
<td><strong>People Video Resolution</strong></td>
<td>High Definition Video Standards and MPEG, MPEG2 and MPEG4 video formats CIF, SIF, 4CIF, VGA, SVGA, XGA display resolution</td>
</tr>
<tr>
<td><strong>Dual Stream</strong></td>
<td>1080p30 + 1080p5 (optional); dual 720p30</td>
</tr>
<tr>
<td><strong>Video Inputs</strong></td>
<td>1 x VGA, 1 x built-in camera or more, HDMI Port</td>
</tr>
<tr>
<td><strong>Video Outputs</strong></td>
<td>1 x VGA, 1 x HDMI or more</td>
</tr>
<tr>
<td><strong>Audio Inputs</strong></td>
<td>1 x 3.5 mm line-in jack, 1 x HD-AI (stereo, connects to a microphone array) or more</td>
</tr>
<tr>
<td><strong>Audio Outputs</strong></td>
<td>1 x 3.5 mm line-out jack, 1 x HDMI or more</td>
</tr>
<tr>
<td><strong>Other Ports</strong></td>
<td>IP: 10/100 Base-T, 1 x RJ45 Wireless: built-in Wi-Fi</td>
</tr>
<tr>
<td><strong>Bandwidth</strong></td>
<td>IP: 64 kbit/s to 4 Mbit/s</td>
</tr>
<tr>
<td><strong>Communication Bandwidth</strong></td>
<td>Communication bandwidth 256 kbps to 18 mbps</td>
</tr>
<tr>
<td><strong>Connectivity</strong></td>
<td>Point to Point</td>
</tr>
<tr>
<td><strong>Video Quality</strong></td>
<td>Full HD 1080P Video quality</td>
</tr>
<tr>
<td><strong>Camera</strong></td>
<td>PTZ Camera 3X Optical/4X Digital Zoom</td>
</tr>
<tr>
<td><strong>PC Input</strong></td>
<td>PC Input RGB X 1 HDMI X 1</td>
</tr>
<tr>
<td>-----------------------</td>
<td>---------------------------</td>
</tr>
<tr>
<td><strong>Simultaneous Connected Site</strong></td>
<td>1+5 node minimum at a time</td>
</tr>
<tr>
<td><strong>Network Protocol</strong></td>
<td>Standard Protocol as per industry standard like TCP/IPv4, TCP/IPv6, UDP/IPv4, UDP/IPv6, DHCP, DNS, HTTP, HTTPS, TELNET, NTP</td>
</tr>
<tr>
<td><strong>Network Functions</strong></td>
<td>Packet resending (ARQ), Forward Error Connection (FEC), Adaptive Rate Control (ARC), Recorder, Packet Shaping, Arbitrary Port Setting, NAT Compatibility, Encryption, IP Precedence/ DiffServ Support</td>
</tr>
<tr>
<td><strong>External Control</strong></td>
<td>RS-232 X 1</td>
</tr>
<tr>
<td><strong>Content Sharing Feature</strong></td>
<td>Content Sharing PC (RGB/HDMI), Video Camera (HDMI SUB)</td>
</tr>
<tr>
<td><strong>Power Input</strong></td>
<td>Accepted as per the industry standard</td>
</tr>
<tr>
<td><strong>Recording Feature</strong></td>
<td>Accepted as per the industry standard</td>
</tr>
<tr>
<td><strong>Other Features</strong></td>
<td>Full-screen, Picture in Picture, Picture with Picture, Side by Side, Echo Canceller, Auto gain control, Stationary noise reduction, Equalizer, Mic mute, Network RJ45 x 1 1000BASE-T/100 BASE – T Full Duplex</td>
</tr>
</tbody>
</table>
## Annexure – II

**Price bid Details**

**Implementation of Video Conferencing System at EPI (New Delhi, Kolkata, Guwahati & Chennai)**

<table>
<thead>
<tr>
<th>S. No</th>
<th>Description of Items</th>
<th>Qty.</th>
<th>Unit Price (₹)</th>
<th>Total Price (₹)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Supply, Installation, Testing &amp; Commissioning of 1+5 Multi-parties Video Conferencing System at New Delhi, Kolkata, Guwahati &amp; Chennai</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Annual Maintenance Contract for the period of 2 years after warranty period</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Taxes &amp; Duties(Please specify)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Other Charges (If any please specify)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total Price (All Inclusive)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Rupees in Words**

**NOTE:**

1. The implementation (**Supply, Installation, Testing & Commissioning**) should be completed within 6 weeks after acceptance of Purchase Order.

2. Bidders must fill in the quantity column failing which the quantity as mentioned under “Description of Items” columns will be considered.

3. The successful bidders shall also do the Annual Maintenance Contract for the period of 2 years after warranty period for which he will be paid @10% of item 1 per annum.

4. The evaluation will be carried out based on the total price quoted in Annexure- II (Implementation of Video Conferencing System at EPI for New Delhi, Kolkata, Guwahati & Chennai).

5. Bidders must quote their prices in Annexure – II, failing which their bid will not be considered for evaluation.

6. **GST clause:**
   - The bidder must be registered with GST and should have a valid GSTIN number.
   - The bidder must submit as compliances of GST Act, the invoices in GST compliant format, failing which the GST amount shall be recovered/ adjusted by EPI without any prior notice from the next invoices or available dues with EPI.
   - The bidder is requested to update/upload the GST/Taxes data periodically so as to avail Input Tax credit (ITC) by EPI, failing which it shall be recovered/ adjusted by EPI without any prior notice from the next invoices or available dues with EPI.

7. **Warranty Period:** Warranty should be for a period of one year.
CHECK LIST FOR ACCEPTANCE TEST PROCEDURE

The bidder must have complied following parameter:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capability/Functionality</td>
<td></td>
</tr>
</tbody>
</table>
| 1 | • The video conferencing system shall deliver good audio quality for entire conferencing environment.  
• The video conferencing system shall deliver best image quality to the entire conferencing environment.  
• The video conferencing system should have the ability to schedule and invite any participants (At Corporate Office or Regional Offices) to a video conferencing session.  
• The video conferencing system shall have a management utility capable of centrally managing a video conference session as well as the entire video conferencing system.  
• The video conferencing system should have real time content sharing functionalities.  
• The system shall display properties of modularity. If part(s) of the system become unavailable, the system shall be able to continue to operate at an acceptable standard.  
• The video conferencing system shall support adjustable/ flexible bandwidth for content.  
• The system shall be able to operate with other desktop, software, cloud based system and hardware based video conferencing technologies for other vendors.  
• The system shall utilize the latest encryption standards and other data security services to ensure that communications and system resources are kept secure and confidential.  
• The Full HD VC system package should contain codec, 1080p PTZ Camera, conference speaker phone with two expansion microphone, remote control and cables. |

Audio Requirements
- The video conferencing system shall support a wide range of the latest audio as per industry standards and digital formats.
- The system should be able to decipher multiple, simultaneous conversations and be able to distinguish which side of the room people are talking from.
- The video conferencing system shall provide audio error concealment facilities (reduce audio drop on busy IP or networks).
- The video conferencing system shall have the ability to correct audio from the communications system easily.
- The video conferencing system shall have built in echo cancellation and other noise suppression functionality.
- The system shall have 360º audio pickup capacities sensitive enough to pick up smart enough to eliminate noise.

### Video Requirements

<table>
<thead>
<tr>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td>The video conferencing system shall support a wide range of the latest video industry standards and digital formats.</td>
</tr>
<tr>
<td>The video conferencing system shall support a wide range of the latest video formats and industry standards.</td>
</tr>
<tr>
<td>The system shall support but not be limited to the following formats and standards:</td>
</tr>
<tr>
<td>- H.261, H262, H263+, H.263++, H264 video standards</td>
</tr>
<tr>
<td>- MPEG, MPEG2 and MPEG4 video formats</td>
</tr>
<tr>
<td>- CIF, SIF, 4CIF, VGA, SVGA, XGA display resolution</td>
</tr>
</tbody>
</table>

The video conferencing system shall support video error concealment facilities (reduce video drop on busy IP or networks).

### Supported Interfaces

<table>
<thead>
<tr>
<th>4</th>
</tr>
</thead>
<tbody>
<tr>
<td>The video conferencing system shall support a wide range of the latest standard interfaces for outputting digital / analog audio and video to external equipment.</td>
</tr>
<tr>
<td>The system shall provide a wide variety of standard network interfaces to facilitate connectivity to various types of networks.</td>
</tr>
<tr>
<td>The video conferencing system shall support a wide range of the latest interfaces for accepting digital / analog audio and video input from external sources.</td>
</tr>
</tbody>
</table>

### Content Sharing

<table>
<thead>
<tr>
<th>5</th>
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<tbody>
<tr>
<td>The system shall be able to show /share content from a PC / laptop.</td>
</tr>
<tr>
<td>The video conferencing system shall be able to allow laptop / PC IP network to actively participate in a conferencing session.</td>
</tr>
<tr>
<td>The video conferencing system shall have the ability to share presentation data from applications such as but not limited to Microsoft PowerPoint, Excel, Word, drawings etc. on digital whiteboard in real time to local and remote site(s).</td>
</tr>
</tbody>
</table>

### Supported Network Interfaces and Protocols
6. The system shall support a wide variety of standard network interfaces to facilitate connectivity to various types of networks.
   - The system shall support but shall not be limited to the following networking protocols:
     TELNET, HTTP, FTP, PING, DNS (Client), DHCP (Client), RTCP, SIP, RTP, TCP, H.323 (LAN), H.320 (ISDN), H.323/H.320 Mixed, ARP.

Features

7. The proposed solution should deliver “in-person” conference experience with support for the following but not limited to:
   - Three-channels stereo audio
   - One or more microphone inputs
   - Lip sync
   - Sound localization

Performance

8. This section should describe the desired performance characteristics for video/audio conferencing.
   - This may include High Definition (HD) capabilities, wideband audio, intelligent bandwidth management and/or scaling, Quality of Service (QoS) configuration, and performance reporting/statistics.

Scalability

9. This section should describe the scalability requirements for the proposed solution, including concurrent Multi-parties (1+5) End-point Video Conferencing System conferencing capacity needs, overall port capacity for Multi-point Conferencing Unit (MCU) platforms, multi-site management etc.

Integration

10. This section should describe the integration requirements for the proposed solution.
    - This may include Active Directory / LDAP integration, calendar/scheduling integration, integration with a third party Unified Communications (UC) platform, and potentially third party Web conferencing services or communications tools.

Deployment and Configuration
The proposed video conferencing solution will certainly meet following deployment and configuration requirements:

- Functioning of proposed Multipoint (1+5) video conferencing system with proper connectivity with other locations.
- The proposed Multipoint (1+5) video conferencing system will be highly integrated with display screens, Cameras, speakers, microphones, codecs, control devices, equipment rack and conference table.
- The system shall support a wide variety of standard network interfaces to facilitate connectivity to various types of networks.
- The video conferencing system shall have a management utility capable of centrally managing a video conference session including recording facility, content sharing and calling from any location feature.

### Support and Maintenance

- Bidder should have availability in PAN India.
- Require that a detailed description of standard and extended support and maintenance to be provided.
- Please state the name of the company which will be delivering service and on-site support for this solution.

### Training

- Training is required to operate the proposed Multipoint (1+5) video conferencing system to the officials at Video Conferencing system installation location in following manner:
  - How to call other locations?
  - How to record entire session?
  - How to use content sharing feature?
  - How to connect with smart phone, Tab etc.?
  - How to communicate with other network.?
• The proposed system must support PAL with a PTZ camera. The codec must be based on ITU standards. The VC End Point should be a codec based hardware. No software based solution is accepted here. All components of the VC system like Codec, Camera, Phone and Microphone should be from the same OEM.
• The System should have inbuilt recording facility for video call as well as idle situation. No external recording devices should be allowed for this feature, it must be inbuilt in codec from day 1.
• The VC system should support conference phone with 360° audio pick up, display, 3 array microphones and inbuilt speaker. It should have coverage of min. 10 feet.
• The camera should have HDMI, DVI output. It must be supplied with standard cable and should be expandable up to 10 meters without using external adopters.
• The conference phone should have mute button, presentation on off button, call dial and hang up button, Volume control button.
• The VC system should support IPV4 and IPV6 dual stack.
• The VC System should support firewall and NAT Traversal protocols
• The VC system should have red remote control which can operate with a distance of min. 4 meters.
• The VC System should have IP adoptive bandwidth management with packet loss recovery.
The VC system should support minimum 5 party video call or more & all party should be in continuous presence.

Signature of bidders with official stamps
Date & place
Special instructions to Bidders for e-Tendering

General

The Special Instructions (for e-Tendering) supplement ‘Instruction to Bidders’, as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, Engineering Projects (India) Ltd. has decided to use the portal https://www.tcil-india-electronictender.com through TCIL, a Government of India Undertaking. This portal is based on the world's most ‘secure’ and ‘user friendly’ software from Electronic Tender®. A portal built using Electronic Tender's software is also referred to as Electronic Tender System® (ETS).

Benefits to Suppliers are outlined on the Home-page of the portal.

Instructions

Tender Bidding Methodology:

Sealed Bid System

- Single Stage Two Envelope

Broad Outline of Activities from Bidder's Perspective:

1. Procure a Digital Signing Certificate (DSC)
2. Register on Electronic Tendering System® (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA.
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to an MA
6. Download Official Copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading ‘Free Copy of Tender Documents’. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.
7. Clarification to Tender Documents on ETS
   - Query to Engineering Projects (India) Ltd. (Optional)
8. View response to queries posted by Engineering Projects (India) Ltd.
9. Bid-Submission on ETS
10. Attend Public Online Tender Opening Event (TOE) on ETS
    - Opening of relevant Bid-Part (PQ Application)
11. Post-TOE Clarification on ETS (Optional)
    - Respond to Engineering Projects (India) Ltd. Post-TOE queries
12. Attend Public Online Tender Opening Event (TOE) on ETS
    - Opening of relevant part (Financial-Part)
    (Only for PQ Responsive Bidders)
For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

**Digital Certificates**

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer http://www.cca.gov.in].

**Registration**

To use the Electronic Tender® portal [https://www.tcil-india-electronictender.com](https://www.tcil-india-electronictender.com), vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the ‘Supplier Organization’ link under ‘Registration’ (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

**Any Instructions for Online/ Offline Payment of Registration Fee??**

After successful submission of Registration details and Annual Registration Fee, please contact TCIL/ ETS Helpdesk (as given below), to get your registration accepted/activated.

**Important Note:** To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under ‘ETS User-Guidance Center’ located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to ‘Essential Computer Security Settings for Use of ETS’ and ‘Important Functionality Checks’ should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

<table>
<thead>
<tr>
<th>TCIL/ ETS Helpdesk</th>
</tr>
</thead>
</table>
| **Telephone/ Mobile** | Customer Support: **011-26241790** (multiple lines)  
Emergency Mobile Numbers: +91-9868393775, 9868393717, 9868393792 |
| **E-mail ID** | ets_support@tcil-india.com  
[Please mark CC: support@electronictender.com] |
Some Bidding related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

- Submission of Bid-Parts/ Envelopes
  - Technical-Part
  - Financial-Part

Offline Submissions:

The bidder is requested to submit the following documents offline to the under mentioned address before the start of Public Online Tender Opening Event in a Sealed Envelope.

Contact Persons Name: ED (Contracts)
Address: Engineering Projects (India) Ltd.
Core 3, scope complex, 7 Lodhi Road
New Delhi 110003

The envelope shall bear (the project name), the tender number and the words ‘DO NOT OPEN BEFORE’ (due date & time).

1. Original copy of the Tender Fee of Rs 2000/- (Rupees Two Thousand only) in form of DD.
2. Original copy of the EMD of Rs 40,000/- in the form of a Bank Guarantee/DD.
3. Original copy of the letter of authorization shall be indicated by written power-of-attorney.
4. Documentary evidence with regard to registration with NSIC as mentioned in Clause No.3 (10) of NIT for tender fees & EMD waiver.
5. Pass-phrase (Both for technical and financial bid in separate envelope) to decrypt the Bid.

Note: The Bidder should also upload the scanned copies of all the above mentioned original documents as Bid-Annexures during Online Bid-Submission in addition to PQ documents listed in NIT Clause no.3 (1) to (10).

Note: Bidders are required to pay applicable ETS bidding fees online at the time of bid submission.
Special Note on Security and Transparency of Bids

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with ‘Acceptance of Registration by the Service Provider’, provision for security has been made at various stages in Electronic Tender’s software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypter™ functionality, the contents of both the ‘Electronic Forms’ and the ‘Main-Bid’ are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a ‘password’, a Pass-Phrase can be a multi-word sentence with spaces between words (eg I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

CAUTION: All bidders must fill Electronic Forms™ for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Forms™ and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the Electronic Forms™ is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the Electronic Forms™, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. If variation is noted between the information contained in the Electronic Forms™ and the ‘Main-Bid’, the contents of the Electronic Forms™ shall prevail. Alternatively, the Buyer organization reserves the right to consider the higher of the two pieces of information (eg the higher price) for the purpose of short-listing, and the lower of the two pieces of information (eg the lower price) for the purpose of payment in case that bidder is an awardee in that tender.

Typically, ‘Pass-Phrase’ of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer.

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to Engineering Projects (India) Ltd, in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

Public Online Tender Opening Event (TOE)
ETS offers a unique facility for ‘Public Online Tender Opening Event (TOE)’. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously
attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to Engineering Projects (India) Ltd. office for the Public Online TOE.

Every legal requirement for a transparent and secure ‘Public Online Tender Opening Event (TOE)’, including digital counter-signing of each opened bid by the authorized TOE-officer(s) in the simultaneous online presence of the participating bidders’ representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding ‘Pass-Phrase’ as submitted offline by the bidder himself (during the TOE itself), salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual ‘Tender Opening Event’ is therefore replaced with this superior and convenient form of ‘Public Online Tender Opening Event (TOE)’.

ETS has a unique facility of ‘Online Comparison Chart’ which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled ‘Minutes of Online Tender Opening Event (TOE)’ covering all important activities of ‘Online Tender Opening Event (TOE)’. This is available to all participating bidders for ‘Viewing/ Downloading’.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

**SEVEN CRITICAL DO’S AND DON’TS FOR BIDDERS**

Specifically for Supplier organizations, the following ‘SEVEN KEY INSTRUCTIONS for BIDDERS’ must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS

2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz ‘Date and Time of Closure of Procurement of Tender Documents’ and ‘Last Date and Time of Receipt of Bids’. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of --Marketing Authority (MA) [ie a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.

3. Get your organization’s concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. For responding to any particular tender, the tender (ie its Tender Search Code or TSC) has to be assigned to an MA. Further, an ‘Official Copy of Tender Documents’ should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. **Note:** Official copy of Tender Documents is distinct from downloading ‘Free Copy of Tender Documents’. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.

5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)

6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to ‘Annul Previous Submission’ from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)

7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) ‘ONLY IF’ your ‘Status pertaining Overall Bid-Submission’ is ‘Complete’. For your record, you can generate and save a copy of ‘Final Submission Receipt’. This receipt can be generated from ‘Bid-Submission Overview Page’ only if the ‘Status pertaining overall Bid-Submission’ is ‘Complete’.

**NOTE:**
*While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth, sixth and seventh instructions are relevant at all times.*
PROFORMA FOR BANK GUARANTEE IN LIEU OF
EARNEST MONEY DEPOSIT

In consideration of Chairman & managing Director, Engineering Projects (India) Limited,
(A Govt. of India Enterprise), Core-3, Scope Complex, Lodhi Road, New Delhi Pin-
110003. (hereinafter called the EPI) having agreed to accept bank Guarantee of Rs
...................................................... in lieu of EARNEST MONEY DEPOSIT from
...................................................... (hereinafter called the Supplier/ Contractor/
Sub-Contractor, which expression shall include its heirs, successors and assignees) in
respect of the Tender for
......................................................

We, ................................................. bank having its registered/head office at
...................................................... (hereinafter referred to as the Bank) do hereby agree and
undertake to pay to EPI without demur or protest an amount not exceeding
Rs...................................................... on demand by EPI.

We the above said Bank further agree and undertake to pay the said amount of
Rs...................................................... without any demur on demand within 48 hours. Any demand made
on the Bank by EPI shall be conclusive as regards the amount due and payable by the
Bank under this guarantee.

We the above said Bank further agree that the guarantee herein contained shall be in full
force and in effect until ...................................................... date ......................................................

Unless a demand or claim under this guarantee is made on us in writing on or before
...................................................... date ...................................................... , we shall be discharged from all
liabilities under this guarantee thereafter.

We, the above said Bank, further agree that EPI shall have full liberty, without our
consent and without affecting in any manner our obligation to verify, modify or delete any
of the conditions.

We, the above said Bank, lastly undertake not to revoke this guarantee during its
currency except with the prior consent of EPI in writing.

Dated.............................................this day of.........................200.

For and on behalf of the Bank

NOTE: on a Non-Judicial stamp paper of Rs. 100/- (Rupees One hundred only)
SECURITY DEPOSIT CUM PERFORMANCE BANK GUARANTEE

The Chairman & Managing Director  
(A Govt. of India Enterprise),  
Engineering Projects (India) Ltd.  
Core-3, SCOPE Complex  
7, Institutional Area, Lodhi road  
New Delhi -110 003

Dear Sir,

In consideration of the Chairman & Managing Director, Engineering Projects (India) Ltd.  
(A Govt. of India Enterprise), Core-3, Scope Complex, 7 Institutional Area, Lodhi Road,  
New Delhi – 110 003 (hereinafter called ‘EPI’ which expression shall unless repugnant to  
the subject or context includes its successors and assigns) having agreed under the  
terms and conditions of Supply Contract/Contract/Sub-Contract no.______________________

Dated _____________ made between M/s ________________________________

__________________________ (hereinafter referred to as the said  
Supplier/Contractor/Sub-Contractor) which expression shall unless repugnant to the  
subject or context includes its successors and assigns) and EPI in connection with  
__________________________ (hereinafter called ‘The said  
Supply Contract/Contract/Sub-Contract) to accept a Deed Security Deposit-cum-  
Performance Bank Guarantee as herein provided for ___________________________ in  
lieu of :

a) The Security Deposit to be made by the said Supplier/Contractor/Sub-Contractor  

for the due fulfillment by the said Supplier/Contractor/Sub-Contractor of the terms  
and conditions contained in the said Supply Contract/Contract/Sub-contract, and

b) Fulfillment of the conditions of the said Supply Contract/Contract/Sub-Contract  

by furnishing a security for the performance of the works and/or  
equipment/materials supplied in accordance with conditions of the said Supply  
Contract/Contract/Sub-Contract.

1. We ____________________________ (hereinafter referred to as “the said bank  

which expression shall unless repugnant to the subject or context includes its  
successors and assigns”) and having our registered office at  

__________________________ do hereby unconditionally and irrevocably undertake  

and agree to indemnify and keep indemnified EPI from time to time to the extent of  

__________________________ Only against any loss, damages, costs,  

charges and expenses caused to or suffered by or that may be caused or suffered by  

EPI [l] by reason of any breach or breaches by the said Supplier/Contractor/Sub-  

Contractor of any of the terms and conditions contained in the said Supply  

Contract/Contract/Sub-Contract and or any amount becoming due for non-
performance and/or penalty as assessed by EPI and top unconditionally pay the amount claimed by EPI on demand and without demur and protest.

2. We the said Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Supply Contract/Contract/Sub-Contract and till all the dues of EPI under the said Supply Contract/Contract/Sub-Contract or by virtue of any of the terms and conditions governing the said Supply Contract/Contract/Sub-Contract have been fully paid and its claims satisfied or discharged and till EPI certifies that the terms and conditions of the said Supply Contract/Contract/Sub-Contract have been fully and properly carried out by the said Supplier/Contractor/Sub-Contractor and accordingly discharge this guarantee subject, however, that EPI shall have no claim under this guarantee after 6 months from the date of expiry of the guarantee unless a notice of the claim under this guarantee has been served on the Bank before the expiry of the said period of 6 months.

3. EPI shall have the fullest liberty without affecting in any way the liability of the said Bank under this Guarantee or indemnity from time to time to vary any of the terms and conditions of the said Supply Contract/Contract/Sub-Contract to extend time of performance of the said Supply Contract/Contract/Sub-Contract or to postpone for any time and from time to time any power's exercisable by it against the said Supplier/Contractor/Sub-Contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said Supply Contract/Contract/Sub-Contract or securities available to EPI and the said Bank shall not be released from its liability under these presents by any exercise by EPI of the liberty with reference to the matters aforesaid or by reason of time being given to the said Supplier/Contractor/Sub-Contractor or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the said Bank from its such liability.

4. We, the said Bank, further agree that EPI shall be the sole judge of and as to whether the said Supplier/Contractor/Sub-Contractor has committed any breach or breaches of any of the terms and conditions of the said Supply Contract/Contract/Sub-Contract and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by EPI on account thereof and the decision of EPI that the said Supplier/Contractor/Sub-Contractor has committed such breach or breaches and as to the amount or amounts of loss, damages, costs, charges and expenses caused to or suffered by EPI from time to time shall be final and binding on the Bank.

5. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of EPI and liabilities of the said Supplier/Contractor/Sub-Contractor arising up to and until mid night of __________________________, subject the claim period as mentioned in para ________________.

6. This guarantee shall be in addition to any other guarantee or security whatsoever that EPI may now or at any time anywise may have in relation to the said Supplier/Contractor/Sub-Contractor obligation/liabilities under and/or in connection with the said Supply Contract/Contract/Sub-Contract and EPI shall have full authority to take recourse to or enforce this guarantee in preference to any other guarantee or
security which EPI may have or obtain and there shall be no forbearance on the part of EPI IN ENFORCING OR REQUIRING ENFORCEMENT OF ANY OTHER SECURITY AND shall not have the effect of releasing the said Bank from its full liability hereunder:

7. EPI shall be at liberty without reference to the said Bank and without effecting the full liability of the said Bank hereunder to take any other security in respect of the said supplier's/Contractor's/sub-Contractor's obligations and/or liabilities under or in connection with the said Supply Contract/ Contract/ Sub-Contract.

8. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the said Supplier/Contractor/Sub-Contractor, but shall in all respects and for all purposes be binding and operative until payment of all moneys paid to EPI in terms thereof.

9. The said Bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the said Bank in terms hereof shall not be anywise affected or suspended by reasons of any dispute or disputes having been raised by the said Supplier/Contractor/Sub-Contractor (whether or not pending before any arbitrator, tribunal or court) of any denial or liability by the said Supplier/ Contractor/ Sub-Contractor stopping or preventing or purporting to stop or prevent any payment by the said Bank to EPI in terms hereof. The amount stated in any notice of demand addressed by EPI to the Guarantor Bank as liable to be paid to EPI by the Supplier/ Contractor/ Sub-Contractor on account of any losses or damages or costs, charges and /or expenses shall as between the said bank and EPI be conclusive evidence of the amount so liable to be paid to EPI or suffered or incurred by EPI as the case may be and payable by the said Bank to EPI in terms hereof. We, the said Bank further undertake that we shall pay forthwith the amount stated in the notice of demand to EPI without demur and protest.

10. We, the said bank undertake not to revoke this guarantee during its currency except with the consent of EPI in writing and agree that any change in the constitution of the said Supplier/Contractor/Sub-Contractor or the said Bank shall not discharge our liabilities hereunder.

11. It shall not be necessary for EPI to proceed against the said Supplier/Contractor/Sub-Contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which EPI may have obtained or obtain from the Supplier/Contractor/Sub-Contractor shall at the time when proceedings are taken against the said Bank hereunder be outstanding or unrealized.

12. Our liability under this guarantee shall be restricted to _________________ and this guarantee shall remain in force until midnight of _________________ unless a claim to enforce this guarantee is filed with us within six months from _________________ (which is date of expiry of this guarantee), we shall be discharged from all liabilities under this guarantee thereafter.

DATED ___________________ THIS day of ___________________200...

FOR AND ON BEHALF OF BANK

Signature of Contractor