Tender No: DLI/CON/ITD/661 Date: 06.11.2019

NOTICE INVITING TENDER (NIT)

“Upgradation of Sound System in Existing Conference Room with supply, installation, testing & commissioning of Wireless Conference System with Microphone and Wall Mounted Speakers at EPI Corporate Office, 4th Floor, New Delhi”

Engineering Projects (India) Limited (EPI) invites offline bids from eligible and interested firms who fulfill the eligibility criteria as per the brief particulars of scope for providing “Upgradation of Sound System in Existing Conference Room with Supply, Installation, Testing & Commissioning of Wireless Conference System with Microphone and Wall Mounted Speakers at EPI Corporate Office, 4th Floor, New Delhi” in single stage two envelope system (Technical bid and Price bid) for the following work:

1. NAME OF WORK, Tender fee, EMD, completion time.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of Work</th>
<th>Tender Fee</th>
<th>Earnest Money Deposit</th>
<th>Completion Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Upgradation of Sound System in Existing Conference Room with supply, installation, testing &amp; commissioning of Wireless Conference System with Microphone and Wall Mounted Speakers at EPI Corporate Office, 4th Floor, New Delhi</td>
<td>Rs. 1000/- (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>
<td>Rs.7000/- (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>
<td>One week</td>
</tr>
</tbody>
</table>
2. **Time schedule of tender activities:**

i) Last date for submission of queries to Tenders by E-mail: 11.11.2019 Up to 12.00PM

ii) Last Date & Time of Submission of Tenders: 18.11.2019 on or before 12.00PM

iii) Date & Time of opening of Tender (Technical Bid): 18.11.2019 at 02.00PM

3. **Prequalification Criteria**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Criteria</th>
<th>Supporting Documents (Documentary evidence to be submitted along with Technical Bid)</th>
</tr>
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<tbody>
<tr>
<td>1.</td>
<td>Bidder should be a registered company in India.</td>
<td>(Attach copy of certificate of registration)</td>
</tr>
<tr>
<td>2.</td>
<td>Bidder should be in the business of providing solution for “Wireless Conference System” at least for last three years, preceding date of publication of NIT</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 not have incurred losses in more than 02 years during last 05 year ending 31-03-2018.</td>
<td>(Attach Audited balance sheet and CA Certificate for 05 years ending 31.03.2018).</td>
</tr>
<tr>
<td>4.</td>
<td>The Bidder should not have been blacklisted by any Govt. Organization</td>
<td>(Attach Undertaking).</td>
</tr>
<tr>
<td>5.</td>
<td>The bidder should have registration under GST &amp; should have valid GSTIN number.</td>
<td>(Attach copy of registration certificate)</td>
</tr>
<tr>
<td>6.</td>
<td>Should have valid PAN No. is to be indicated</td>
<td>(Attach Copy)</td>
</tr>
<tr>
<td>7.</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>
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</table>

Documents comprising Tender given as under are available on the website: www.epi.gov.in & CPP Portal www.eprocure.gov.in
i) Instruction to Bidder (Annexure – I)
ii) Scope of Work & Technical Specification (Annexure –II)
iii) Terms & conditions (Annexure – III)
iv) Price Bid Format (Annexure-IV)
v) Affidavit for genuineness of credentials (Annexure-B)

If any credential are found to be fraudulent / Fabricated then not only tender will be rejected but also EMD shall be forfeited and action will be taken to debar the fraudulent bidder for future EPIL tenders

4. **Address for submission of tender documents**

**In-charge (C& E)**
Engineering Projects (India) Limited
Core -3, Scope Complex, 7 Lodhi Road,
New Delhi – 110 003
Phone: +91 11 24361666
Fax: +91 11 24363426
Email: contracts@engineeringprojects.com
Annexure -I

Instructions to Bidders

1. 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 ‘Upgradation of Sound System in Existing Conference Room with supply, installation, testing & commissioning of Wireless Conference System with Microphone and Wall Mounted Speakers at EPI Corporate Office, 4th Floor, New Delhi’ as described in Notice Inviting Tender.

ii. They may obtain further information regarding this tender from IN-CHARGE (C&E) at the address given at SL. No.4 of NIT from 10:00 hours to 17:00 hours on all working days till the last date of online submission of Bidding Documents.

iii. The bid must be accompanied by an Earnest Money Deposit (EMD) of Rs. 7,000 (Rupees Seven 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 favoring “Engineering Projects (India) Ltd.”, payable at New Delhi. The EMD shall be valid for minimum period of 90 days (ninety days) from the last day of submission of tender i.e.18.11.2019 upto 12:00 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.

iv. Tender fee, EMD (In original), NSIC/MSME certificate as per pre-qualification criteria if bidder is claiming EMD/Tender fee exemption must be submitted in physical form of bid submission. If the above documents are not received at time then their offer shall not be considered and EPI shall not be responsible for any postal delay in respect of submission of bids.

2. 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. Network solution proposed, Maintenance and support details (for six years).

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.

3. 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. 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 email latest by 11.11.2019 upto 12:00 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.

4. 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.

5. The Tender documents must be received in the office of EPI not later than the specified date and time. Tenders received 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.

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

7. 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 . 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 the part of the tender documents as bid Annexure.

8. 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 authentically of the PQ documents. Further, in case the PQ documents such
as work experience certificate 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. For this bidder have to submit a genuineness credentials affidavit from NOTARY as per format attached at Annexure-V.
Bill of Material for Upgradation of Sound System in Existing Conference Room with Supply, Installation, Testing & Commissioning of Wireless Conference Room with Microphone and Wall Mounted Speakers at EPI Corporate Office, 4th Floor, New Delhi

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description of Item</th>
<th>Qty.</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Wireless Conference Unit with Power/ Talk Button, LCD Display &amp; Microphone Indicator LED Ring</td>
<td>18</td>
<td>Nos.</td>
</tr>
<tr>
<td>2.</td>
<td>450 MM (or more) Long Gooseneck Microphone to be mounted on Conference unit.</td>
<td>18</td>
<td>Nos.</td>
</tr>
<tr>
<td>3.</td>
<td>Host Unit upto 40 meters range and can run more than 200 wireless conference microphone as it works on greater than 2.0 GHz digital communication technology with strong interference feature</td>
<td>1</td>
<td>Nos.</td>
</tr>
<tr>
<td>4.</td>
<td>Wall Mounted white colour speaker (15 watt or more)</td>
<td>4</td>
<td>Nos.</td>
</tr>
<tr>
<td>5.</td>
<td>Digital Player Amplifier with 1 AUX Facility for running speaker</td>
<td>1</td>
<td>Nos.</td>
</tr>
<tr>
<td>6.</td>
<td>Two Core copper speaker cable tin plated (0.75 sq. mm) for installing speakers</td>
<td>90</td>
<td>Meter</td>
</tr>
<tr>
<td>7.</td>
<td>Installation &amp; commissioning of entire PA conference System</td>
<td>1</td>
<td>LS</td>
</tr>
</tbody>
</table>
Terms & Conditions

1 Security Deposit
- The successful tenderer shall be required to furnish security deposit equal to 5% of the value of the contract along with submission of acceptance of Purchase Order for due and proper fulfilment of the contract. The security deposit is to be deposited in the form of DD from a Nationalised Bank. The same security deposit will be retuned on completion of work satisfactory.

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.

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.

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

6  **Schedule Delivery Time**
Upgradation of Sound System in Existing Conference Room with Supply, Installation, Testing& Commissioning of Wireless Conference System with Microphone and Wall Mounted Speakers at EPI Corporate Office, 4th Floor, New Delhi” within 1 week (7 days) from the date of acceptance of purchase order.

7  **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.

8  **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.

9 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.

10 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.

11 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.

12 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.

13 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.

14 **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 day of delay or part thereof limited to an aggregate of 5%.**

15 **Schedule of Payments for Wireless**

- 100% payment shall be released after successful supply, installation, testing & commissioning of Wireless Conference System with Microphone and Wall Mounted Speakers at EPI Corporate Office, 4th Floor, New Delhi
Annexure – IV

Price Bid Format

Upgradation of Sound System in Existing Conference Room with Supply, Installation, Testing & Commissioning of Wireless Conference Room with Microphone and Wall Mounted Speakers at EPI Corporate Office, 4th Floor, New Delhi.

<table>
<thead>
<tr>
<th>Sr. No.</th>
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<th>Make</th>
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<th>Unit</th>
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5. **Digital Player Amplifier with 1 AUX Facility for running speaker**  
   1  Nos.

6. **Two Core copper speaker cable tin plated (0.75 sq. mm) for installing speakers**  
   90  Meter

7. **Installation & commissioning of entire PA conference System**  
   1  LS

8. **Taxes**

9. **Total Price inclusive of all taxes (In figure)**

10. **Total Price inclusive of all taxes (In word)**

**NOTE:**

1. Freight & octrai, if any, must be included in Total Price.

2. Warranty against Supply, installation, testing & commissioning should be clearly indicated.

3. This bidder may also quote price for annual maintenance services of entire system after expiry of warranty