

GOVERNMENT OF INDIA
DEPARTMENT OF INFORMATION TECHNOLOGY
NATIONAL INFORMATICS CENTRE
(TENDER PROCESS SECTION)
A-BLOCK, CGO COMPLEX, LODHI ROAD, NEW DELHI -110003

Dated: 25/01/2008

Tender Notice No. NIC/TPS/2008/04

Sealed Bids valid for a minimum period of 180 days from the date of opening (i.e., 07/03/2008) are invited for and on behalf of the President of India for **"PROCUREMENT AND INSTALLATION OF VIDEOCONFERENCEING SYSTEMS AND RELATED SUB-SYSTEMS FOR DISTRICT COURTS AND JAILS ACROSS THE COUNTRY "**.

Scope of Work	National Informatics Centre has been implementing the District & Subordinate E-Court project. Videoconferencing setup is being set-up at approximately 500 (District Courts and Jails) across the country. This tender caters to the procurement of videoconferencing systems and related sub-systems required for the E-Court videoconferencing project.
Earnest Money Deposit to be submitted	Rs. 20,00,000 / = (Rupees Twenty Lakhs only)

Prospective bidders desirous of participating in this tender may submit their written queries to the undersigned at least 48 hrs before commencement of the pre-bid meeting. A Pre-bid session will be held on 14/02/2008 at 10.30 AM at NIC-HQ for answering any query and clarifications on the tender document. Based on the Pre- Bid Session, if required, NIC may amend the tender.

Interested parties may view and download the tender document containing the detailed terms & conditions, free of cost from the website <http://tenders.gov.in>.

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**GOVERNMENT OF INDIA
Department of Information Technology
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(Tender Process Section)
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NEW DELHI-110 003**

Tender No. NIC/TPS/2008/04

***“PROCUREMENT AND INSTALLATION OF
VIDEOCONFERENCEING SYSTEMS AND RELATED SUB-
SYSTEMS FOR DISTRICT COURTS AND JAILS ACROSS
THE COUNTRY “***

OBJECTIVE / SCOPE

Sealed tenders, valid for a period of given in the “**Annexure: Validity of Bids, Rates etc**” from the date of opening, are invited for procurement / supply of the items / Services as given in “**Annexure: Technical**”

1. ELIGIBILITY CRITERIA

1. Eligibility Criteria is given in the “**Annexure: Eligibility Criteria**” and it must be complied with by filling all details as sought in the said Annexure.
2. In case bidder is participating in more than one annexure, “**Annexure: Eligibility Criteria**” may be filled up once only.
3. Relevant portions, in the documents submitted in pursuance of eligibility criterion mentioned above, shall be highlighted.
4. Documentary evidence for compliance to each of the eligibility criteria must be enclosed along with the bid together with the references as required in the “**Annexure: Eligibility Criteria**”.
5. If the bid is not accompanied by all the above mentioned documents, the same would be rejected.
6. ***Undertaking for subsequent submission of any of the above document will not be entertained under any circumstances.*** However, NIC reserves the right to seek fresh set of documents or seek clarifications on the already /submitted documents.

2. EMD

1. EMD be submitted as **per “Annexure: EMD”**.
2. No Bank Guarantee towards EMD will be acceptable.
3. Earnest Money Deposit (EMD) of amount as given in the “Annexure: EMD” must be submitted, by Demand Draft / Pay Order of any scheduled nationalized / commercial bank drawn in favor of “**National Informatics Centre, New Delhi**”, payable at New Delhi.
4. Firms/suppliers, who are registered for items mentioned in “**Annexure: Technical**” with NSIC under Single Point Registration Scheme, shall be considered for exemption from furnishing the EMD by the Competent Authority. In such cases, an attested copy of the **VALID** Registration Certificate from NSIC must be furnished. Mere registration as a SSI Unit does not qualify the Firm for exemption from furnishing the EMD.
5. In the absence of a valid certificate from the NSIC or proper Bank Draft of EMD amount, such tenders shall be rejected straightway.
6. The Earnest Money Deposit (EMD), without any interest accrued will be refunded in any of following eventual situations:-
 - i. In the case of those Bidders who fail to qualify the eligibility criteria, and whose technical bids do not qualify, the Earnest Money Deposit (EMD) will be refunded without any interest accrued within one month of the acceptance of TEC (Technical Evaluation Committee)’s recommendations.
 - ii. In the case of those Bidders who are not empanelled, the Earnest Money Deposit (EMD) will be refunded without any interest accrued within one month of the acceptance of FEC (Financial Evaluation Committee)’s recommendations.
 - iii. In the case of Bidders whose tender bids are accepted for empanelment, EMD will be refunded on receipt of Security Deposit as per empanelment clause.

3. Technical Schedule

1. Details of equipments / items / services and Technical Specifications / requirement to be empanelled / procured are given in “**Annexure: Technical**”.
2. List of Enclosures to be submitted properly numbered and indexed along with signatures of the authorized representative of quoting vendors).
 - i. Original catalogue of the products quoted

- ii. Necessary detailed technical write up highlighting the features of the sub assemblies of the systems offered.
- iii. Reports published in journals comparing the offered product with other similar products.
- iv. Information on planned future upgrades and compatible products along with the anticipated time frame.
- v. List of important installation sites having same equipment as quoted in the technical bid.
- vi. List of service centres located across India along with contact details.
- vii. For all the quoted items, make and model should be mentioned in the technical bid along with complete details. The items quoted should be new, good quality and with latest hardware/software version.
- viii. Unpriced Bill of Material along with part numbers, make and model for each item quoted.
- ix. Certificate to the effect that the offered/quoted products conform to the tender specification.
- x. Any other document which the vendor may consider necessary and relevant to support the quoted product /bid.

4. **Time Schedule**

As per “**Annexure: Time Schedule**”.

5. **Pre Bid Session**

There will be a Pre-bid meeting with the vendors as mentioned in the “**Annexure: Time Schedule**” for any clarifications regarding tender technical specifications and tender terms & conditions. NIC will not be bound to clarify any query after the pre-bid meeting.

6. **Financial Annexures**

Details for submitting Financial Bids are given in “**Annexure: Financial**”.

7. **Bid Submission Process**

- 7.1 Bids are to be submitted as per the “**Annexure: Bid Submission**”.
- 7.2 Bidders must necessarily quote for the optional items / services in respective annexures mentioned in “**Annexure: OT.01**” failing which their bid will be summarily rejected for that annexure.
- 7.3 In case, the day of bid submission is declared Holiday by Govt. of India, the next working day will be treated as day for submission of bids. There will be no change in the timings.
- 7.4 Tender bid must contain the name, office and after office hours addresses including telephone number(s) of the person(s) who are authorized to submit the bid with their signatures.
- 7.5 Un-signed & un-stamped bid shall not be accepted.
- 7.6 All pages of the bid being submitted must be signed and sequentially numbered by the bidder irrespective of the nature of content of the documents.
- 7.7 Bids **NOT** submitted as per the specified format and nomenclature will be out rightly rejected.
- 7.8 Ambiguous bids will be out rightly rejected.
- 7.9 NIC will **NOT** be responsible for any delay on the part of the vendor in obtaining the terms and conditions of the tender notice or submission of the tender bids.
- 7.10 The offers submitted by telegram/ fax/ E-mail etc. shall **NOT** be considered. No correspondence will be entertained on this matter.
- 7.11 The basic prices in Indian rupees should be quoted separately for each set of items given in “**Annexure: Technical**” inclusive of Interface Cables, Power Cables, related accessories, Documentations of system and Operating Manuals of the systems, Packing, Forwarding, Freight, Insurance, Installation charges at sites and Warranty etc. **Excise duty and Sales tax and any other tax as applicable should be quoted separately, failing which these are not payable extra.**
- 7.12 Certificates for Exemption from payment of Octroi charges shall be furnished.

- 7.13 Financial bid may be submitted as per “**Annexure: Financial**” for the corresponding configuration/description indicated in Annexure: Technical.
- 7.14 Financial bids will be evaluated on the basis of total price, i.e. all inclusive, as net door-delivery & installation prices for anywhere in India for items in “**Annexure: Technical**”
- 7.15 The price shall be for delivery at desired destination in India including installation/commissioning and complete operationalization and including statutory levies, if any.
- 7.16 Bidders shall indicate their rates in clear/visible figures as well as in words. In case of a mismatch, the rates written in words will prevail.
- 7.17 Any alteration / overwriting / cutting in the bid should be duly countersigned else it will be outrightly rejected. Conditional tenders shall **NOT** be accepted on any ground and shall be rejected straightway.
- 7.18 If any clarification is required, the same should be obtained before or during pre-bid meeting only
- 7.19 Bidder shall furnish a compliance statement (Point-wise) of specifications & features of offered equipments/sub-systems with the Technical Bid. **No deviations in terms & conditions** of the tender document as well as technical specifications (on the lower side) will be accepted in any case.
- 7.20 Tender process will be over after the issue of empanelment letter(s) to the selected vendor(s).
- 7.21 Tender Process Section will return all the un-opened sealed bid envelopes to the bidder who failed to qualify for the next stage of bid processing starting from opening of EMD envelope to Eligibility Criteria Envelope to Technical Bid Envelope to Financial Bid envelope, as the case may be. Such bidder will acknowledge the receipt of the same to the Tender Process Section.
- 7.22 Bids not quoted as per the format given by NIC will be rejected straightway.
- 7.23 No deviation from the tender specifications & terms and conditions will be accepted.

8. **Bid Opening Process**

- 8.1 The sealed covers containing EMD only will be opened in the first instance in the presence of representatives of the bidders at NIC HQ as mentioned in the “**Annexure: Time Schedule**”.
- 8.2 Eligibility Criteria and Technical bids of only those bidders, whose EMD instruments are found to be in order, will be opened afterwards in the same bid opening session, in the presence of the vendor's representatives.
- 8.3 Financial bids of only those bidders, whose bids found technically qualified, by the Technical Evaluation Committee, will be opened in the presence of the vendor's representatives subsequently for further evaluation.
- 8.4 One authorized representative of each of the bidder would be permitted to be present at the time of aforementioned opening of the bids.

9. **Technical Evaluation Process**

- 9.1 Technical Bids will be evaluated as per the “**Annexure: Evaluation Mechanism**”.
- 9.2 A duly constituted Technical Evaluation Committee (TEC) will shortlist Technical Bids on the basis of technical parameters including possible visit to inspect manufacturing/ service /supply facilities, if considered necessary.
- 9.3 The short listed Bidders will be asked to bring one of each of the quoted products, as per specifications set out in “**Annexure: Technical**” for technical evaluation, along with their own test, measuring equipment and technical manpower, to NIC-HQ as per schedule to be intimated to them. In case the vendor fails to bring and demonstrate the working of quoted products within the time frame given by NIC-HQ for evaluation, the bid of such defaulting vendors shall be rejected.
- 9.4 For Technical evaluation, bidders have to ensure the availability of appropriate specialist, along with every type of documentation required, from their organization for interacting with TEC & evaluation team. In case a bidder does not make the required specialist along with proper documentation available, then such defaulting bidder shall be taken off the tender evaluation process and the bid will stand rejected.

- 9.5 During the technical evaluation, if any of the items FAIL to meet the specification requirement, no subsequent opportunity will be given to the bidder(s). However, a standby system of already quoted make & model, if available instantly on the spot, could be considered by the TEC for evaluation only once.
- 9.6 Bidders are advised to ensure that the systems being brought for evaluation, conforms to all technical parameters and is a tested system.

10. Evaluation of Financial Bids

- 10.1 The Financial Bids of only those Bidders short listed from the Technical Bids by TEC will be opened in the presence of their representatives on a specified date and time to be intimated to the respective Bidders by Tender Process Section of NIC, and the same will be evaluated by a duly constituted Finance Evaluation Committee (FEC).
- 10.2 If NIC considers necessary, **Revised Financial Bids** could be called for from the **Technically short-listed Bidders**, before opening the original financial bids for recommending the final empanelment.
- 10.3 In the event of revised financial bids being called the revised bids should **NOT** be higher than the original bids, otherwise the bid shall be rejected and EMD forfeited.
- 10.4 There will be **NO NEGOTIATION** regarding the financial bid.
- 10.5 Lowest Quoting Bidder will be selected as per the “**Annexure: Panel Formation**”.
- 10.6 The maximum period of matching rates will not be more than 7 days from the date of issuance of offer letter from NIC to the concerned vendors.
- 10.7 No enquiry shall be made by the bidder(s) during the course of evaluation of the tender, after opening of bid, till final decision is conveyed to the successful bidder(s). However, the Committee/its authorized representative and office of NIC can make any enquiry/seek clarification from the bidders, which the bidders must furnish within the stipulated time else bid of such defaulting bidders will be rejected.
- 10.8 Purchase preference, to Public Sector Undertakings, in case the price quoted by Lowest Quoting Bidder (L1) is within 10% of the price quoted by the PSUs for tenders amounting to between Rs. 5 crores and 100 crores as per Govt. directives, shall be given.

11. Empanelment Process

- 11.1 Keeping in view the NIC-project commitment, NIC reserves the right to evolve a super-set of technically qualified accepted systems and subsystem, items of their brands and models for the entire range of systems covered by various Annexures of this tender so as to take care of the service delivery related aspects concerning the suitability of configuration needs matching the project requirements from time to time.
- 11.2 Validity of the panel is given in the “**Annexure: Validity of bids, rates etc.**”.
- 11.3 In the event the vendor's Company or the concerned division of the Company is taken over/bought over by another company, all the obligations and execution responsibilities under the agreement with NIC, should be passed on for compliance by the new company in the negotiation for their transfer.
- 11.4 All empanelled vendors have to agree for honoring all tender condition and adherence to all aspects of fair trade practices in executing the purchase orders placed by NIC.
- 11.5 This empanelment could be used by NIC and any other Government Department for which respective organizations would be responsible for all fair trade practices with vendors. However, this tender cannot be used for part procurement of systems & subsystems.
- 11.6 If the name of the product is changed for describing substantially the same in a renamed form; then all techno-fiscal benefits agreed with respect to the original product, shall be passed on to NIC and the obligations with NIC taken by the Vendor with respect to the product with the old name shall be passed on along with the product so renamed.
- 11.7 In the case of Bidders whose tender bids are accepted for empanelment, bidders shall be required to give Security Deposit as mentioned in the “**Annexure: Security Deposit**” along with acceptance of purchase order, within 15 calendar days. Security Deposit will be in the form of Bank Guarantee (BG) of any Nationalized / Commercial bank drawn in the name of National Informatics Centre, New Delhi, valid

for a period of **warranty, as mentioned in the “Annexure: Security Deposit , Annexure: Validity of Bids, Rates etc & Annexure: Warranty”.**

- 11.8 Security Deposit will have to be renewed for such further periods till satisfactory free warranty support has been provided by the Vendor for all the Systems supplied and installed, and thereafter the Security Deposit shall be refunded to the vendor without any interest accrued on said deposits.
- 11.9 The vendor should not assign or sublet the empanelment or any part of it to any other agency in any form. Any such eventuality shall result in termination of empanelment and forfeiture of Security Deposit/EMD concerning such vendors / parties.
- 11.10 NIC may, at any time, terminate the empanelment by giving written notice to the empanelled vendor without any compensation, if the empanelled vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to NIC.
- 11.11 During the validity of the panel including the extended period, if any, if the Vendor quotes, sells or exhibits written intention to sell any System or sub-system of the same or equivalent configuration to any other Department/ Organization at a price lower than the price fixed for NIC under similar terms and conditions, the vendor shall voluntarily pass on the price difference to NIC. The effective date will be the date of quoting lower rates by the bidder in the bid/quote. In the event of lowering of government levies subsequent to the finalization of the panel, the vendor shall automatically pass on the benefits to the NIC, and in the event of increasing of government levies subsequent to the finalization of the panel; NIC shall automatically pass on the pro-rata benefits to the Vendor, if the same have been explicitly given in the financial annexure.
- 11.12 **During the validity of the panel**, in case NIC notices that the market rates have come down from the time the rates were finalized or selection of new system configuration based on market trends or for the reasons of technological changes, NIC could opt for asking the technically qualified vendors to re-quote the prices and the vendor(s) will be selected on the basis of procedure followed earlier. All those vendors, who were declared Technically Qualified and NOT empanelled, will submit the revised quote with the EMD, if they have withdrawn the EMD from NIC. The time difference between such re-quotes will be minimum 3 months except in case of the Union Budget. For any bulk requirements, NIC reserves the right to call for the revised bids from the empanelled vendors any time during the empanelment.
- 11.13 The Vendor should have a back-to-back support agreement with OEM for support of offered product. A Letter from OEM/Principle Manufacturer needs to be furnished along with the Tender document ensuring the support for 5 years from date of supply of ordered systems to NIC. OEM should be accessible through mail/phone/VC, for support directly or through the vendor for any support related issues.
- 11.14 No deviations from these terms and conditions will be accepted; violation thereof will lead to rejection of the bid and forfeiture of EMD.

12. Placing of Purchase Orders

- 12.1 NIC has the right to choose any subset of the tendered items for phasing of placement of purchase orders.
- 12.2 In case Purchase Orders are placed on more than one vendor, the distribution of purchase orders shall be at State Level.
- 12.3 For procurement of goods, Purchase order will be placed on the empanelled vendor in hardcopy format or in softcopy mode either through e-mail containing the scanned copy of the Purchase Order or an alert through e-mail for downloading the Purchase Order from NIC Purchase Section Web Site.
- 12.4 Objection, if any, to the Purchase Order must be reported to Purchase Section by the vendor within three (3) working days counted from the Date of Purchase Order for modifications, otherwise it is assumed that the vendor has accepted the Purchase Order *in toto*. This is applicable in case of electronic publishing/delivery of Purchase Order also.

- 12.5 On the receipt of the Purchase Orders, the Vendor(s) shall obtain all the necessary documents for the State Entry Permit in respective States wherever required by them, for complete, safe and timely delivery of the ordered products.
- 12.6 If the vendor is not able to supply the ordered items completely within the specified period, the EMD/Security Deposit will be forfeited in full. Besides legal action shall be taken separately.

13. Testing Process

- 13.1 The systems must be supplied in full as per ordered configuration for acceptance.
- 13.2 No system with short supply or alternate to the quoted product with different technical specifications shall be taken up for conduct of acceptance testing under any circumstances.
- 13.3 The acceptance tests will include running of the evaluation test as conducted during technical evaluation of the items quoted by vendor. The systems must give same performance results as shown during initial Technical Evaluation tests.
- 13.4 The offered systems, in addition to meeting the evaluation tests, should also contain the same subsystems (Brand/Manufacturer) as were given at the time of initial evaluation tests.
- 13.5 Failure to fulfill any of the aforementioned conditions will entail cancellation of the Purchase Order along with forfeiture of the EMD/Security Deposit. Further, NIC can procure same items from alternate sources at the risk and cost of the defaulting vendor
- 13.6 During empanelment period, on subassembly level if any item's specifications / model changes & becomes non available due to obsolescence/upgradation of technology, vendor within already approved cost may offer the item with equivalent or having better features in terms of performance and specifications. The item(s) so offered will be evaluated at NIC-HQ /any other site as decided by NIC for its suitability and acceptance.
- 13.7 The schedule for conduct of acceptance testing dates shall be provided to NIC along with comprehensive material details by vendors within 30 working days from the date of purchase order, mentioned in the purchase order, so that all the related documentation work by NIC could be completed and tested supplies are handed over to vendors for ensuring the delivery and installation within the stipulated time frame as per purchase order.
- 13.8 The testing of items must be generally completed as specified in the purchase order before the delivery date as per purchase order.
- 13.9 Normally, testing and acceptance of the Systems will be done at the premises of the Vendor where it will be tested as per ordered specifications.
- 13.10 NIC reserves the right to reject any item, if found unsuitable and /or not conforming to the approved specifications. The rejected items, if any, shall have to be taken back and replaced by good items forthwith at the cost of the vendor. No payment will be made for rejected items.
- 13.11 The items which are accepted after testing, should be sealed inside carton under the joint signatures of the representative(s) of NIC and vendor's representative and then sent along with the packing list giving serial numbers and part numbers of all possible Items and copy of the acceptance test report to the specific location or Technical Store at NIC HQ. The top cover of the carton must have a label carrying the complete NIC Purchase Order Number, vendor's bill number and Delivery location.
- 13.12 It shall be the exclusive responsibility of the Vendors supplying the Systems to provide appropriate device drivers and solutions for these system for various software platforms etc..

14. Delivery Process

- 14.1 All aspects of safe delivery shall be the exclusive responsibility of the Vendor. At the destination Site, the cartons will be opened only in the presence of NIC/User representative and Vendor's representative and the intact position of the Seal for not being tampered with, shall form the basis for certifying the receipt in good condition.
- 14.2 Vendor must apply to the respective authority for issue of road permit /waybill in time.

- 14.3 Vendor will deliver the items within 15 days from date of road permit / way bill, failing which penalty as per tender clause will be applicable. Delays on account of not getting relevant permits shall not make vendors' eligible for waiver of late delivering penalties in terms of Purchase Order. Any delay in delivery of equipments which may be attributable to non receipt of State Entry Permit/Octroi/Way-bill, shall qualify for extension of delivery period on pro-rata basis provided vendor submits documentary proof for doing so.
- 14.4 The Vendor should deliver and install all the items at specified site without any additional charge.
- 14.5 It may be noted that all the items as per Purchase Order shall be delivered and installed as per the schedule mentioned in **"Annexure: Delivery, Installation and Maintenance Schedule"**.
- 14.6 Though Purchase Section of NIC will provide all the necessary documents for ensuring smooth delivery of goods at the respective destinations, it is the responsibility of the vendor to deliver the goods in time, even if the documents provided by NIC are NOT honored by the State Authorities.

15. Penalty Calculation Process

- 15.1 Any unjustified and unacceptable delay beyond the delivery and installation schedule as per purchase order will render the vendor liable for penalty at the rate as mentioned in the **"Annexure: Penalty"**
- 15.2 Penalty will be charged on the full value of the Purchase Order if the purchase order is for single location delivery and installation.
- 15.3 In case of multi-location Purchase order, if the delivery and installation is complete within the prescribed delivery and installation schedule in respect of minimum 90% locations, the penalty will be charged on the NOT completed locations i.e. penalty will be charged on the remaining locations on pro-rata basis
- 15.4 In case of multi-location Purchase order, if the delivery and installation is NOT complete within the prescribed delivery and installation schedule in respect of 90% locations, the penalty will be charged on the full value of the purchase order.
- 15.5 For Site Not Ready (SNR) cases, vendor is required to submit SNR certificate as given in the **"Annexure: Site Not Ready (SNR)"** in the prescribed format signed by User/SIO/State Project Coordinator to NIC Headquarters. However, regarding readiness of site, the decision of the User/SIO/State NIC Project Coordinator/NIC Hqrs. Project Coordinator will be final.
- 15.6 No penalty will be imposed for SNR cases. However, vendor has to install the items within 30 calendar days of receipt of Site Ready notice from User/NIC else it will attract penalty as per above.

16. Installation Process

- 16.1 During installation at site, if any item is found to be defective, damaged or broken, it will be replaced with new one by the Vendor at its own cost and risk within 30 days from the date on which the vendor has been informed of such damage.
- 16.2 Installation Certificate copies duly signed by the user should reach NIC Headquarters along with the bills.

17. Payment Process

- 17.1 A pre-receipted bill, along with original excise duty gate pass and Installation certificate and other relevant documents such as certification for Site Not Ready (SNR), Bank Guarantee (BG) shall be submitted (five copies of bill only) in the name of National Informatics Centre by the vendor in the Technical Stores NIC Hqrs. soon after the delivery and installation along with a copy of the duly receipted Delivery Challan and installation certificate, duly signed by the concerned User with date and stamp.
- 17.2 Payment will be processed as per the **"Annexure: Payment"**.
- 17.3 For sites not ready, SNR in the format given in **"Annexure: Site Not Ready (SNR)"** will be submitted along with 30% of the total value of bill of materials for these sites as BG valid for 6 months to be renewable if required.
- 17.4 Entry Tax etc. if payable on ordered goods will be reimbursed by NIC for which vendor has to submit all original documents along with the bills. Such claims shall neither be processed separately nor on any post-facto basis.

17.5 Payments shall be subject to deductions of any amount for which the empanelled agency is liable under the empanelment or tender conditions. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the current Income-Tax Act.

18. Onsite Warranty Maintenance

The warranty period for the systems shall be taken into account as per the “**Annexure: Warranty**” from the date of completion of supply of products, its successful installation/commissioning and acceptance by NIC, including availability during warranty period the free spare parts, kits etc including batteries for UPS as and when necessary. Failure to provide satisfactory warranty service/support shall attract penalties as per “**Annexure: Penalty**”

19. General Conditions

- 19.1 No interest shall be payable for the Earnest Money Deposit and the No deviations from these terms and conditions will be accepted. Any violation there off will lead to rejection of the bid.
- 19.2 The Security Deposits without any interest accrued, shall be released only after the expiry of the warranty period of the systems successfully.
- 19.3 The decision of NIC arrived during the various stages of the evaluation of the bids is final and representation of any kind shall not be entertained on the above.
- 19.4 In case the empanelled vendor is found in-breach of any condition(s) of tender or supply order, at any stage during the course of supply/ installation/commissioning or warranty period, the legal action as per rules/laws, shall be initiated against the vendor and EMD/Security Deposits shall be forfeited, besides debarring & Black listing the vendor concerned for at least 3 years, for further dealing in Govt. departments.
- 19.5 Any attempt by vendor to bring pressure towards NIC's decision making process, such vendors shall be disqualified for participation in the present tender and those vendor may be liable to be debarred from bidding for NIC tenders in future for a period of three years.
- 19.6 Printed conditions mentioned in the tender bids submitted by vendors will not be binding on NIC. All the terms and conditions for the supply, testing and installation, payment terms, penalty etc. will be as those mentioned herein and no change in the terms and conditions by the vendors will be acceptable. Alterations, if any, in the tender bids should be attested properly by the vendor, failing which, the tender will be rejected.
- 19.7 Upon verification, evaluation / assessment, if in case any information furnished by the vendor is found to be false/incorrect, their total bid shall be summarily rejected and no correspondence on the same, shall be entertained.
- 19.8 No deviations from tender terms and conditions will be accepted. Any violation thereof will lead to the rejection of the bid.
- 19.9 Indemnity: The selected vendor shall indemnify the NIC/User department against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied software/ hardware/manpower etc. and related services or any part thereof. NIC/User department stand indemnified from any claims that the hired manpower may opt to have by virtue of working on the project for whatever period. NIC/User department also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower while working on the project.
- 19.10 Termination for Insolvency: NIC may at any time terminate the purchase order / contract by giving written notice of 4 (four) weeks to the Supplier, without any compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent.
- 19.11 NIC will not be responsible for any misinterpretation or wrong assumption by the vendor.
- 19.12 **Force Majeure:** If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions,

strikes, lockouts or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to terminate this contract, nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the purchaser as to whether the deliveries have so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, the purchaser may at his option, terminate the contract.

19.13 Definition for default:

19.13.1 Default is said to have occurred

- I. If the supplier fails to deliver any or all of the services within the time period(s) specified in the purchase order or any extension thereof granted by NIC.
- II. If the supplier fails to perform any other obligation(s) under the contract

19.13.2 If the agency, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from NIC (or takes longer period in spite of what NIC may authorize in writing), NIC may terminate the contract / purchase order in whole or in part. In addition to above, NIC may at its discretion also take the following actions:

- i. NIC may procure, upon such terms and in such manner, as it deems appropriate, goods similar to the undelivered items/products and the defaulting supplier shall be liable to compensate NIC for any extra expenditure involved towards goods and services to complete the scope of work in totality or 10 % of the work order as cancellation charges which ever is higher.

19.14 Arbitration:

19.14.1 If a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to submit that dispute to arbitration under the ICADR Arbitration Rules, 1996.

19.14.2 The Authority to appoint the arbitrator(s) shall be the International Centre for Alternative Dispute Resolution (ICADR).

19.14.2.1 The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Arbitration Rules, 1996.

19.15 Conciliation:

19.15.1 If a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to seek an amicable settlement of that dispute by Conciliation under the ICADR Conciliation Rules, 1996.

19.15.2 The Authority to appoint the Conciliator(s) shall be the International Centre for Alternative Dispute Resolution (ICADR).

19.15.2.1 The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Conciliation Rules, 1996.

19.16 Applicable Law

19.16.1 The agency shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.

19.16.2 All disputes in this connection shall be settled in Delhi jurisdiction only.

19.17 NIC reserves the right to cancel this tender or modify the requirement.

- 19.18 NIC also reserves the right to modify/relax any of the terms & conditions of the tender by declaring / publishing such amendments in a manner that all prospective vendors / parties to be kept informed about it.
- 19.19 NIC in view of projects requirement may reject any tender(s), in which any prescribed condition(s) is/are found incomplete in any respect and at any processing stage.
- 19.20 The vendor should provide System manual and User manual along with each System, irrespective of the fact that more then one system may be meant for any location.

(ANJU SYAL)
Section Officer (TPS)
Phone # 011-24305454
e-mail: **tenders.section@nic.in**

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A	Scope of work and Conditions for Participation in Tender and Evaluation Criteria
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Annexure: Summary

S. No	Item Name	Item Value
1	File No.	F. No.1(27)/2007-TPS
2	Tender No.	NIC/TPS/2008/04
3 (a)	Title	TENDER FOR THE PROCUREMENT AND INSTALLATION OF VIDEOCONFERENCEING SYSTEMS AND RELATED SUB-SYSTEMS FOR DISTRICT COURTS AND JAILS ACROSS THE COUNTRY
3(b)	Scope of Work	<i>National Informatics Centre has been implementing the District & Subordinate E-Court project. Videoconferencing setup is being set-up at approximately 500 (District Courts and Jails) across the country. This tender is meant to cater to the procurement of videoconferencing systems and related sub-systems as required for the E-Court videoconferencing project and such similar projects of Government organization.</i>
4	One time Procurement	YES
5	Empanelment	YES
	i. Multiple Technical Annexure(s)	NO
	ii. Quoting for all ITEMS in Main Technical Annexure is compulsory	YES
	iii. Empanelment Size	Two vendors
6	Tender Fee	NIL
7	Number of packets	5 (five)
8	Contact Address	Section Officer, Tender Process Section, 4 th Floor, A-Block, CGO Complex, National Informatics Center, Lodi Road, New Delhi -110003 e-mail: tenders.section@nic.in , Phone No. 2430 5454

Annexure: Earnest Money

Amount	Rs. 20,00,000 / = (Rupees Twenty Lakhs only)
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Annexure: Time Schedule

SN	Annexure	Date	Time
1	Publishing	25/01/2008	1700 hrs.
2	Pre-bid at the address given in Annexure: Summary	14/02/2008	1030 hrs to 1300 hrs
3	Receipt of bids at NIC	07/03/2008	1230 hrs
4	Opening of Bids	07/03/2008	1430 hrs
No Bid will be accepted after the expiry of the above mentioned dates and time schedule.			

Annexure: Eligibility Criteria

S. No.	Item	Insert Value or check-list the box	Reference of Enclosed Proof
1	The vendor's turnover in terms of marketing, sales & Installation/Warranty/Maintenance of Video Conferencing equipments in India should be Rs. 15 Crore or more during the last 3 financial years taken together viz. 2004-2005, 2005-2006 and 2006-2007 in India.		
2	The Original Equipment Manufacturers (OEM) of different types of Videoconferencing systems may quote directly. <u>The products quoted for Item 1 and Item 2 (base systems) as specified in Annexure –MT.01 should be of the same OEM.</u>		
3	If the products quoted for Annexure-MT.01 are of a foreign manufacturer for the base systems, then the vendor should be an authorized distributor of the foreign supplier for quoting their products in India and OEM should authorize vendor to quote their product in the present tender of NIC. In that case vendor should attach a letter of authorization from the original manufacturer for quoting on their behalf in the present NIC tender as shown in Annexure: Manufacturer's Authorization Format .		
4	A letter from OEM/Principal Manufacturer also needs to be furnished along with the Tender document ensuring the availability of service support for at least 5 years from the date of delivery of systems. OEMs should be accessible to NIC on 24X7 basis directly or through the vendor through mail/phone/VC for any support related issues.		
5	The bidder must have countrywide support in form of direct service centers or franchisees in at least 10 (Ten) Service Centers across India covering all four regions (North, South, East and West) and should have at least 1 (one) Service Center in the North Eastern States. The bidders must provide the details as specified in Annexure: Support for their infrastructure with reference to locations, technical manpower and availability of spares. Bidders should also indicate their business model for providing installation and warranty support for all the equipment. For the aforementioned, NIC reserves the right to disqualify a vendor based on their past maintenance performance as experienced by NIC, during the last five consecutive years. NIC reserves the right to verify the coverage of tech-support base as indicated by vendor. In case of false or un-true claims found for any vendor, such vendor could be accordingly disqualified from further evaluation & processing of their bids for this tender.	Please fill in Annexure: Support	
6	Bidder shall enclose attested copies for substantiation of the following: i) VAT / Sales Tax number ii) Service Tax number iii) Submission of IT returns for year 2006-2007 iv) Registration number of the company v) Copy of AOA/Partnership deed		

Note: Relevant supporting documents for eligibility criteria should be enclosed separately. If tender is not accompanied by all the above mentioned documents, the same would be rejected. Undertaking for subsequent submission of any of the above document will not be entertained under any circumstances.

Annexure: Evaluation Mechanism

1. A duly constituted Technical Evaluation Committee (TEC) will shortlist Technical Bids on the basis of technical parameters and features offered. The short listed Bidders will bring all their quoted products, as per specifications set out in the Annexure-Technical, for technical performance evaluation at NIC-HQ as per schedule (short notice of 10 days) to be intimated to them. In case, vendor fails to bring their quoted products within the stipulated time, for whatever reasons, their bid will not be considered for further evaluation.
2. Vendors will be technically short listed based on the performance evaluation test results / Technical discussions and the names of technically short listed vendors will be announced to only those vendors who's bids will qualify for opening the Financial/Commercial Bids.
3. For Technical evaluation, bidders have to ensure availability of appropriate specialist, along with required documentation for interacting with Technical Evaluation Committee. If the required specialist along with proper documentation is not made available by bidders, then such defaulting bidders shall be debarred from the tender evaluation process.
4. Compliance statement to the technical specifications in the form of 'Complied' or 'Not Complied' should be enclosed in the technical bid. The compliance statement should contain the signature of the authorized person and the seal of the company. Any deviation should be mentioned / explained clearly in a separate sheet by the bidder.
5. Vendor has to bring 1 number of Roll-About Trolley as a sample to NIC Hqrs. for demonstration to the Technical Evaluation Committee. Sample trolley of the empanelled vendor would be retained with NIC till the first purchase order installation is complete. The empanelled vendor has to supply the same trolley as shown to Technical Evaluation Committee for all the orders issued by NIC.
6. No enquiry shall be made by the bidder(s) during the course of evaluation of the tender, after opening of bid, till final decision is conveyed to the successful bidder(s). However, the Committee/its authorized representative and office of NIC-HQ can make any enquiry/seek clarification from the bidders. In such a situation, the agency shall extend full co-operation. The bidders can also be asked to arrange demo of the offered systems, in a short period notice, as such the bidders have to be ready for the same.

Annexure: Validity of Bids, Rates etc.

SN	Item	Value
1	Validity of bids	180 days
2	Validity of empanelment	24 Months from the date of first Purchase / Work order
3	Extension	Six Months (at NIC's Option and mutual agreement with vendor and depending upon the need for continuity of the hardware technology/architecture)
4	Minimum Period for revision of rates	Three Months or Union Budget / Changes in Tax rates

Annexure: Panel Formation

A	Selection Criteria for deciding L1 Vendor and lowest unit rate for each item	The lowest quoting vendor (L1) will be determined as mentioned below: 1) First Annexure-MF.01A will be opened for all the technically qualified bidders on a specified date 2) L1, L2, L3, L4..... bidders will be decided on the Gross Total Value (GTV) of this Annexure i.e., MF.01A 3) After the L1 vendor is decided on the Gross Total Value (GTV), Annexure-MF.01B submitted by L1 Vendor will be opened for deciding the lowest individual unit rates for all the items of this tender. 4) In case L1 bidder has failed to quote for all the items in Annexure-MF.01B, his bid will be rejected and his EMD will be forfeited and the tender re-floated. 5) In the event of any mismatch in the GTV value mentioned at Annexure- MF.01A and total of Annexure-MF.01B of the L1 Vendor, the following criteria will be adopted to remove the discrepancy between these two values: a) When Grand Total Value given in Annexure MF.01A is greater than the Grand Total Value given in Annexure MF.01B: The value given in Annexure MF.01B will be taken as the value for Annexure MF.01A. b) When Grand Total Value given in Annexure MF.01A is less than the Grand Total Value given in Annexure MF.01B: The value given in Annexure MF.01B will be replaced with the value given in Annexure MF.01A and the item wise value for each item in Annexure MF.01B will be reduced on Pro-Rata basis and consequently unit values will be worked out. 6) If L1 bidder fails to accept the individual unit rates rationalized as per the above procedure, his bid will be treated as cancelled and EMD of such defaulting bidder will be forfeited and the tender would be re-floated. 7) Thus the L1 vendor and the lowest unit rates (for individual items/services) shall be decided as per the procedure mentioned above.
B	Panel Formation Procedure	A panel of two vendors will be formed by giving successive opportunity to L2, L3, L4.... bidders to match the lowest unit rates finalized as above. If none of the bidders other than L1 bidder agree to match the L1 rates, there shall be only one vendor on panel.

Annexure: Support (Infrastructure Available with Bidder)

Sl. No.	State Name	Contact Details phones, e-mails, website etc.	Own / Franchisee	Manpower	Spares
<u>A. Main</u>					
1	Andhra Pradesh				
2	Bihar				
3	Chandigarh				
4	Chattisgarh				
5	Delhi				
6	Goa				
7	Gujarat				
8	Haryana				
9	Himachal Pradesh				
10	Jharkhand				
11	Jammu & Kashmir				
12	Karnataka				
13	Kerala				
14	Maharashtra				
15	Madhya Pradesh				
16	Orissa				
17	Punjab				
18	Pondicherry				
19	Rajasthan				
20	Tamil Nadu				
21	Uttar Pradesh				
22	Uttarakhand				
23	West Bengal				
24	Lakshwadeep				
25	Andaman & Nicobar				
26	Dadra Nagar & Haveli				
27	Daman & Diu				
Total					
<u>B. North Eastern States</u>					
1	Arunachal Pradesh				
2	Assam				
3	Manipur				
4	Meghalaya				
5	Mizoram				
6	Nagaland				
7	Sikkim				
8	Tripura				
Total					

Annexure: Bid Submission

Tender bids should be submitted in the five different envelopes as explained below:			
Inner Envelope Number	Contents	Addressed to	Super scribed with
1	EMD instruments as per Annexure: EMD	President of India	EMD of "Tender No. NIC/TPS/2008/04 – PROCUREMENT AND INSTALLATION OF VIDEOCONFERENCEING SYSTEMS AND RELATED SUB-SYSTEMS FOR DISTRICT COURTS AND JAILS ACROSS THE COUNTRY "
2	Documents as per Annexure: Eligibility Criteria	President of India	Eligibility Annexure of "Tender No. NIC/TPS/2008/04 – PROCUREMENT AND INSTALLATION OF VIDEOCONFERENCEING SYSTEMS AND RELATED SUB-SYSTEMS FOR DISTRICT COURTS AND JAILS ACROSS THE COUNTRY "
3.	Documents as per Annexure: Technical	President of India	Technical Annexure of "Tender No. NIC/TPS/2008/04 – PROCUREMENT AND INSTALLATION OF VIDEOCONFERENCEING SYSTEMS AND RELATED SUB-SYSTEMS FOR DISTRICT COURTS AND JAILS ACROSS THE COUNTRY "
4	Documents as per Annexure: MF.01A (Grand Total Value)	President of India	Financial Annexure (Grand Total Value) of "Tender No. NIC/TPS/2008/04 – PROCUREMENT AND INSTALLATION OF VIDEOCONFERENCEING SYSTEMS AND RELATED SUB-SYSTEMS FOR DISTRICT COURTS AND JAILS ACROSS THE COUNTRY "
5	Documents as per Annexures: MF.01.B	President of India	Financial Annexure (Detailed) of "Tender No. NIC/TPS/2008/04 – PROCUREMENT AND INSTALLATION OF VIDEOCONFERENCEING SYSTEMS AND RELATED SUB-SYSTEMS FOR DISTRICT COURTS AND JAILS ACROSS THE COUNTRY "
All the above 5 (five) envelopes are sealed and placed in another envelope and should be submitted as follows:			
Outer Envelope Number	Contents	Addressed to	Super scribed with
T	5 Inner Envelopes, as mentioned above	Section Officer, Tender Process Section, 4th Floor, A-Block, CGO Complex, Lodhi Road, New Delhi 110003.	"Tender No. NIC/TPS/2008/04 – "PROCUREMENT AND INSTALLATION OF VIDEOCONFERENCEING SYSTEMS AND RELATED SUB-SYSTEMS FOR DISTRICT COURTS AND JAILS ACROSS THE COUNTRY " "
Where to Submit: The outer envelope must be sent by post to the address given above or dropped in the Tender Box, placed at the reception of NIC, A-Block CGO Complex.			

B	Conditions for Empanelment
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Annexure: Warranty

Sl. No.	Description	Compliance
1	The complete systems should be under 5 (Five) years free on-site comprehensive warranty support service from the date of installation or 65 months free warranty support service from the date of delivery of the systems at site, which ever is earlier, including free provision of spare parts, kits and batteries for UPS as and when necessary.	
2	During warranty period besides service/maintenance of Hardware, System Software and its Peripherals, all software upgradation, bugs/patches and services shall be provided free of cost by the vendor.	
3	The vendor should fulfill the following conditions during warranty period:	
3(a)	Supplier will maintain enough spares in India (not less than 10%) so as to provide satisfactory on-site comprehensive maintenance services during the warranty period. Supplier will indicate the level of spares, which will be stored by them in India for providing comprehensive on-site warranty services to NIC sites. Vendor will also provide a status report every six months through e-mail to NIC/user about the support related complaints lodged by different users and availability of spares at the vendor warehouse.	
3(b)	Vendor would provide the helpdesk support services through telephone/e-mail where users can lodge their complaint. Each user will be assigned a unique trouble ticket number through which he should be able to track the action taken on his complaint through a support portal. The resident Project Manager at Delhi will maintain the list of trouble tickets being opened and closed.	
3(c)	Any failure in the equipments supplied / any accessories thereof should be rectified within maximum period of 48 hours of lodging complaint at State Capitals and Sites with-public air-transport facilities. Normal transit time not exceeding 24 hours additionally will be allowed if the Site happens to be other than State Capital and Sites without public air-transport facilities.	
3(d)	If the system is down beyond 48 hours (at state capitals & sites with public air transport facilities) or 72 hours (at other sites) as the case may be, penalty at the rate Rs.250/- (Two hundred and fifty rupees) per day per system will be charged or recovered from vendor out of withheld amount towards warranty subjected to maximum of 7.5% (Seven and half percent) of the Order value per year will be recovered either from BG or from any other pending payments.	
3(e)	Any system failing at subsystem level at least three times in three months, displaying chronic system design or manufacturing defects or quality control problem will be totally replaced by the vendor at his cost and risk within 30 days.	
3(f)	Vendor shall visit each site at least once in every six months to carryout preventive maintenance and fine-tune the performance of the system besides regular service calls during warranty period.	
3(g)	On completion of the Warranty period, the Security Deposit without any interest accrued shall be released after satisfying that proper free warranty support has been provided during warranty period of five years for all the systems. If considered necessary, suitable amount of penalty shall be recovered from the Vendor out of either already due payments or from their Security Deposit while releasing the Security Deposit. After expiry of warranty, NIC has option to enter into Annual Maintenance Contract with the supplier for post warranty maintenance of the systems.	

Annexure: Services to be provided

Sl.No.	Description	Requirements
1	Training	? The vendor has to provide training on installation, operation and maintenance to a batch of officials nominated by the District Courts and Jails at each State Capital/High Courts or at any other user premises, which is mutually agreed upon. Each batch will comprise of officials from all the District Courts and Jails in that state. The total number of batches to be trained across the country shall not exceed 30 batches. The duration of the training shall be 2 days for each batch where hands-on training sessions should also be given.
2	Delivery of Items	✍ At the destination site, the cartons will be opened only in the presence of Courts/Jail officials and vendor's representative. Upon satisfactory installation of the equipment, vendor should obtain signed installation certificate from the Courts/Jail official after making the stock entry at their end and specify the same in the installation certificate. The same shall be submitted along with the bills by the vendor for payment.
3	Installations	✍ A sticker mentioning the Service Support Call Centre Number of the vendor should be pasted on each system. ✍ Upon satisfactory installation of the equipment, vendor should obtain signed installation certificate from the Courts/Jail official after making the stock entry at their end and specify the same in the installation certificate. The same shall be submitted along with the bills by the vendor for payment. ✍ It will be the responsibility of the vendor to install the supplied systems and make it operational on IP/ISDN network acquired from the Service providers. The bidder should certify that the VC systems and other ISDN sub-systems quoted by them conform to Telecommunications Engineering Center (TEC) Interface Requirement No. IR/CPE-02/03 Oct 2003. ✍ For site not ready (SNR) cases, vendor is required to submit a certificate to NIC Hqrs., duly signed by the concerned office of Court /Jail officials. No penalty will be levied for SNR cases, however vendor has to install the items within 30 days of receipt of site ready notice from user / NIC else it will attract penalty as per Annexure: Penalty ✍ Installation Certificate copies duly signed by user at site should reach at NIC-HQ through SIOs of concerned States / Project coordinators at State level.
4	Manpower Support	✍ Vendor shall provide one resident Project Manager at Delhi whose responsibility will be to act as single point contact for providing after sales service support and will also maintain the utilization reports during the complete duration of warranty period of five years. The resident Project manager at Delhi will maintain the list of trouble tickets being opened and closed. ✍ Vendor shall provide technically qualified 1 (One) Operator level person at each Court for a period of 3 months. In case, site is not ready for one month from the date of delivery, the manpower engaged may be withdrawn and he/she may be posted as and when the site is ready for the remaining two months from the date of installation of the videoconferencing equipments. He/She would be responsible for coordinating with the network service provider for providing network connectivity (IP/ ISDN) for installation of the equipment. Further, he/she will also be responsible for operating the equipments & monitoring the network connectivity. The person will also furnish utilization reports on monthly basis to the concerned reporting authority.

Annexure: Delivery, Installation and Maintenance Schedule

SN	Activity	Maximum period / Days allowed
1	Delivery Period	70 days from the date of purchase order
2	Installation Period	30 days from the date of delivery
3	Time available to repair the faulty system during warranty period	Within maximum period of 48 hours of lodging complaint at State Capitals and Sites with-public air-transport facilities.
		Within maximum period of 72 hours of lodging complaint at State Capitals and Sites without public air-transport facilities.

Annexure: Penalty

SN	Activity	Rate
1	Failure in maintaining Delivery Schedule	0.25% per day subject to maximum of 35 days, thereafter NIC holds the option for cancellation of the order for pending supply, and will procure the same from any other vendor at the cost of the supplier and forfeit the EMD/ Security Deposit of the vendor. In addition, vendor shall also be liable to pay to NIC a cancellation charge of 10% (Ten percent) of the value of unsupplied items.
2	Failure in maintaining installation Schedule	0.25% per day subject to maximum of 35 days, thereafter NIC holds the option for cancellation of the order and re-procures the same from any other vendor at the cost of the supplier and forfeits the EMD/ Security deposit of the vendor. The un-installed items can be taken by the vendor. In addition, vendor shall also be liable to pay to NIC a cancellation charge of 10% (Ten percent) of the value of unsupplied items.
3	Maintenance during warranty period	Penalty at the rate Rs.250/- (Two hundred and fifty rupees) per day per system will be charged or recovered from vendor out of withheld amount towards warranty subjected to maximum of 7.5% (Seven and half percent) of the Order value per year will be recovered either from BG or from any other pending payments.
4	Replacement of the faulty system	Any system failing at subsystem level at least three times in three months, displaying chronic system design or manufacturing defects or quality control problem will be totally replaced by the vendor at his cost and risk within 30 days.

Annexure: Payment

- ✍ A pre-receipt bill (five copies) shall be submitted in the name of “National Informatics Centre” at NIC Hqrs., New Delhi. It shall be done soon after the delivery and installation of items at NIC specified locations along with a copy of the duly receipted Delivery Challan, Installation Certificate, original excise duty gate pass and bank guarantee. All payment shall be made in Indian Rupees as per following schedule.
- ✍ Delivery Challans and Installation Certificate must be signed and stamped by the end-user and counter-signed by the Project Coordinator or his/her authorized nominee.
- ✍ 70% payment will be made on delivery of items at any specified site in India. Along with the bills, vendor has to enclose Proof of Delivery duly signed from the concerned office of Court /Jail officials for the delivered products.
- ✍ Balance 30% payment will be made after Installation is over. Along with the bill, vendor must provide Installation certificate duly signed from the concerned office of Court /Jail officials for the delivered products. Installation of the equipment has to be completed within 30 days of handing over the site.
- ✍ In case site is not ready within 8 weeks after delivery of equipments at site, balance 30% payment will be released against Bank Guarantee of same amount (i.e. 30% of P.O. value) valid for 6 (six) months and on submission of SITE NOT READY certificate from the concerned office of Court /Jail officials. Installation of the equipment has to be completed within 30 days of handing over the site, failing which penalty as per Sl. No.2 of **Annexure: Penalty** will be deducted from subsequent payments.

Annexure: Security Deposit

S NO	Item	Value	
1	Validity	65 Months from the date of first Purchase / Job Order	
2	Instrument	One Single Deposit in the form of Bank Guarantee	
3	Amount	No. of Years	Amount as % age of the value of the Purchase Order
		1st	37.5%
		2nd	30.0%
		3rd	22.5%
		4th	15.0%
		5th	7.5%

Annexure: Site Not Ready (SNR)

Site Not Ready (SNR) Certificate		
1	Name of State	
2.	Location / Place	
3.	Purchase Order No. and Date	
4.	Name of the Equipment	
5.	Name of Vendor	
6.	Date of 1 st Visit	
7.	Site Not Ready, Reason	
8.	Tentative Date of Site being Ready for Installation	
9.	Certificate	There is no delay on the part of vendor in getting the equipment installed.
Name : _____ Signature : _____ (With official Seal) Designation : _____ Date: _____		

C	Technical
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Annexure: Technical

SN	Item / Work Description with Configuration	Annexure (Sub-Parts)
1	<u>Set-top VC system for IP network,</u> <u>Video phones for IP network,</u> <u>29" Color TV,</u> <u>Roll-About Trolley for 29" Color TV,</u> <u>1 KVA Line-Interactive UPS with 60 mins. backup</u>	<u>Main Technical : MT.01</u>
2	<u>40" Plasma/TFT/LCD,</u> <u>ISDN upgrade for Videoconferencing Endpoints as</u> <u>being supplied for Item No.1 as mentioned in</u> <u>Annexure : Main Technical MT.01.</u> <u>ISDN Network Terminator,</u> <u>ISDN Feature Phone,</u> <u>DVD Recorder,</u> <u>NMS and Gatekeeper Support</u>	<u>Annexure Optional</u> <u>Technical : OT.01</u>

Annexure: Main Technical MT.01

Technical Specifications for Videoconferencing Systems and related Sub-systems for District Courts and Jails

Base System

Item No. 1:- Specifications for Set-top Videoconferencing System to work on IP networks:-

It should be totally integrated unit including motorized Pan Tilt Zoom (PTZ) camera and VC codec capable of operating on IP networks at 384 kbps having following essential components and features:-

<u>SET-TOP VIDEOCONFERENCING SYSTEM TO WORK ON IP NETWORKS</u>	
1.1	H.323 and SIP standards compliant
1.2	H.263 and H.264 video coding support
1.3	G.722, G.722.1 and G.711 audio coding support
1.4	Built-in Acoustic echo canceller and Noise Reduction
1.5	System should be able to connect at speeds from 128 kbps to 384 kbps in multiples of 128 kbps
1.6	Live Video resolution CIF (352 x 288 pixels) at 25 frames per second
1.7	Picture in Picture and Side-by-side picture (dual Monitor Emulation) support
1.8	Support for H.281 Far End camera control
1.9	Auto sense Ethernet port (LAN) for connecting to IP networks
1.10	Support for working behind Network Address Translation (NAT) in IP networks
1.11	System should support E.164 dialing
1.12	Should be field upgradeable to work in H.320 standards compliant mode by using Euro ISDN BRI network at 384 kbps either by installing suitable ISDN interface modules and/or by activating software licenses
1.13	Integrated motorized PTZ camera (PAL) supporting auto focus with 10x Zoom, +/- 90 degrees PAN and +/- 20 degrees Tilt with at least 6 near-end camera presets. It should be able to operate in normal room illumination conditions
1.14	Omni directional external microphone with 5 meter cable
1.15	Easy to use infra-red hand held remote control with operating distance of at least 15 feet
1.16	Audio and Video outputs to connect with a TV with required cables
1.17	Audio and Video Inputs for connecting with a DVD Player/document camera
1.18	Mixed Audio output (Near-end and far-end audio) and Mixed Video output to connect with a DVD Recorder
1.19	Web based Management and Administration, Diagnostics and Configuration of the end-point
1.20	SNMP support for generating traps for various events
1.21	Global/Centralized directory support
1.22	Support for easy software upgrades through LAN or any other interface
1.23	Operating conditions: 230 volts, 50 Hz and PAL video standard
1.24	Five year warranty for all hardware components (advance replacement)
1.25	Five year free software subscription for all major and minor software releases
1.26	Technical support directly from the manufacturer through E-mail during warranty period

Item No. 2:- Specifications for VIDEO PHONES to work on IP networks:-

It should be totally integrated, all-in-one unit including codec, camera, microphone, speakers and at least 7" LCD flat screen display for use with IP network at 384 kbps having following essential components and features

VIDEO PHONES TO WORK ON IP NETWORKS	
2.1	H.323 and SIP standards compliant
2.2	H.263 and H.264 video coding support
2.3	G.722, G.722.1 and G.711 audio coding support
2.4	Built-in Acoustic Echo canceller and Noise Reduction
2.5	System should be able to connect at speeds from 128 kbps to 384 kbps in multiples of 128 kbps
2.6	Live Video resolution CIF (352 x 288 pixels) at 25 frames per second
2.7	Fixed focus CCD color camera with at least 45 degrees horizontal field of view and capability to operate in normal room illumination conditions
2.8	Inbuilt speakers and microphone for hands free mode of operations
2.9	System should have handset for privacy discussions
2.10	7" or more in-built LCD/TFT screen
2.11	Capability to operate and control the unit through in-built keypad or hand held remote control unit.
2.12	Picture in Picture Video support
2.13	Support for H.281 Far End camera control
2.14	Auto sense Ethernet port (LAN) for connecting to IP networks
2.15	System should support E.164 dialing
2.16	Support for working behind Network Address Translation (NAT) in IP networks
2.17	Web based Management and Administration, Diagnostics and Configuration of the end-point
2.18	SNMP support for generating traps for various events
2.19	Global/Centralized directory support
2.20	Support for easy software upgrades through LAN or any other interface
2.21	Operating conditions: 230 volts, 50 Hz and PAL video standard
2.22	Five year warranty for all hardware components (advance replacement)
2.23	Five year free software subscription for all major and minor software releases
2.24	Technical support directly from the manufacturer through E-mail during warranty period

Item No. 3:- Specifications for 29" Flat Top TV to be used with Videoconferencing Endpoints:-

29" FLAT TOP TELEVISION	
3.1	Should have a flat top to place Videoconferencing Endpoints as being supplied for Item No.1 as mentioned in Annexure : Main Technical MT.01
3.2	Should have Full function Infrared Remote Control
3.3	At least 1 (One) S-Video Input along with Stereo Audio Inputs
3.4	At least 1 (One) Composite Video Input along with Stereo Audio Inputs
3.5	1 (One) Video Output along with Stereo Audio Outputs
3.6	1 (One) RF Input for connecting to Cable TV
3.7	Interface Cables for all combinations of input & output interfaces
3.8	Batteries for Infrared Remote Control unit should also be provided

Item No. 4:- Specifications for Roll About Trolley for placing 29" Flat Top Television:-

ROLL ABOUT TROLLEY FOR PLACING 29" FLAT TOP TELEVISION	
4.1	Should be made of sturdy and strong material to provide a long lasting life
4.2	The color of the trolley should match aesthetically with the color of 29" Color Television as being supplied for Item No.3 as mentioned in Annexure : Main Technical MT.01
4.3	Should have an height of a standard conference table such that the view angle of the TV is not obstructed
4.4	Should be movable with the help of Lockable Wheels fixed in the legs of the trolley
4.5	Should have a Power Distribution Box with 6 nos. of 5 Amp. Power points with Spike Buster and MCB
4.6	The Power Distribution Box should be connected with a 10 mtrs. Power Cable

Item No. 5:- Specifications for 1 KVA Line-Interactive UPS with 60 minutes battery backup:-

1000 VA LINE-INTERACTIVE UPS with 60 Minutes Battery Backup		
S.No.	Parameters	Required Specifications
1	Technology	PWM using MOSFET / IGBT
2	Input Frequency	47 to 53 Hz.
3	Input Voltage Range	140V to 270
AC OUTPUT		
A	Mains Mode	
4	Voltage	200 to 250V
5	Frequency	Synchronized to supply
6	Load PF	0.8 lagging to unity
7	Overload Capacity	110% continuous
B	Inverter Mode	
8	Voltage	230 Volts +/- 2%
9	Frequency	50 +/- 0.5 Hz
10	Voltage Regulation	± 2%
11	Freq. Regulation	50 + /-0.5 Hz
12	Load PF	0.7 lagging to unity
13	Overload Capacity	110% for 2 minutes
14	Total harmonic distortion	< 5%
15	Transfer Time	<5 millisecond.
16	Efficiency	≥ 75%
17	Crest factor	3:1
18	Waveform	Sine wave
C	OTHERS	
19	Battery (For 60 min.)	SMF (Exide / CSB / Panasonic / Yuasa-Japan / BASE / Orchid / Hitachi make)
	DC bus voltage	≥48V (not more than 2 battery banks in Parallel)
	Load capacity	1400 Watt.
	Backup time	60 Minutes on (full non linear) load
	Charging current	<10% of rated capacity
20	Recharge time	< 8 hours
21	Audible Noise	< 55 db
22	Operating temp.	0 deg. To 45 deg. C
23	Interface	RS 232C Compatible
24	Other features	Cold start, Auto restart, Generator Comp., Night Guard & No load shutdown
25	PROTECTIONS	
	Short circuit	Elect. Curr. limit On Inv. / MCB protection on Main mode
	Surge / Spikes	Thru Line filter
	DC U/O Voltage	Yes
26	DISPLAY	
		UPS Status (On/Off)
		Load Status (Mains/Inverter)
		Battery Status
		Low Battery
27	ALARMS	
		Main failure
		Low Batt. 3-4 min.
		Fault conditions
28	O/P mode	AC Output terminal/strip alongwith output socket of Good quality (min. 03 no. 5A-15A/230V)
Note: All the functional tests will be carried out on Full load (Non linear) @ 0.7 (Lag) PF		

Annexure: Optional Technical OT.01

Item No. 6:- Specifications for 40" Plasma / TFT / LCD monitor:-

<u>40" PLASMA / TFT / LCD TV WITH BUILT-IN SPEAKERS WITH AT LEAST 10WATT RMS OUTPUT</u>	
6.1	Should have Full function Infrared Remote Control
6.2	At least 1 (One) S-Video Input
6.3	At least 1 (One) Composite Video Input
6.4	At least 1 (One) Stereo Audio Input (RCA)
6.5	1 (One) PC Input (1024 X 768 pixel native resolution) along with separate audio inputs
6.6	It should support simultaneous viewing PC input and video input in PIP and PAP (Picture and Picture) mode
6.7	OEM supplied Table-top Stand
6.8	OEM supplied Wall Mount Kit
6.9	Mounting Kit for keeping Videoconferencing Endpoint on top of Plasma/TFT/LCD Monitor
6.10	Interface Cables for all combinations of input & output interfaces with 5 mtrs. length
6.11	Batteries for Infrared Remote Control unit should also be provided

Item No. 7:- Field Upgradeable Hardware and Software to make the Set-top Videoconferencing Endpoints being supplied under **Item No.1** as mentioned in **Annexure : Main Technical MT.01** to work using Euro-ISDN BRI network at 384 Kbps

Item No. 8:- ISDN BRI NETWORK TERMINATOR

Item No. 9:- ISDN FEATURE PHONE

Item No. 10:- DVD Recorder having

- ? Composite & S-Video inputs along with Stereo Audio inputs for the purpose of recording
- ? Composite and S-Video outputs along with Stereo Audio outputs for playback.
- ? Full function Infrared remote controller for operation
- ? A set of 50 (Fifty) numbers of Blank DVD-R should be supplied with each DVD Recorder
- ? Batteries for Remote Control should also be supplied

Item No. 11:- Specifications for Videoconferencing NMS and Gatekeeper:-

Videoconferencing Network Management Software	
11.1	It should be integrated unit with SNMP based Network management software with web based management for controlling 1000 Videoconferencing end-points being supplied under Item No.1 and Item No.2 as mentioned in Annexure : Main Technical MT.01
11.2	Should have RJ-45 interface to connect to the LAN in E-Court Videoconferencing network using 10/100 Mbps Ethernet switch
11.3	Should register and control minimum of 1000 Videoconferencing Endpoints connected over IP network
11.4	Should display Real-time status of the Videoconferencing Endpoints
11.5	Should be able to perform Scheduled / Adhoc Updates in Videoconferencing End-points
11.6	Should be able to generate various MIS (usage) reports for Videoconferencing Endpoints
11.7	SNMP support for receiving various traps generated from Videoconferencing End-points
11.8	Should have Global Directory / Centralized directory management. If any external server is required for the same, vendor has to provide all necessary Hardware (H/W) and Software (S/W)
11.9	E.164 dialing support
11.10	Support for Accessing web interface of the Videoconferencing end-points for diagnostics and control
11.11	Five year warranty for all hardware components (advance replacement)
11.12	Five year free software subscription for all major and minor software releases
11.13	Technical support directly from the manufacturer through E-mail during warranty period
11.14	Operating conditions: 230 volts, 50 Hz
Gatekeeper	
11.15	Suitable Rack Mountable H.323 Gatekeeper (Non PC based Server) for registering 1000 Videoconferencing End points with minimum of 200 Concurrent calls
11.16	Should support E.164 dialing
11.17	Should support defining multiple zones
11.18	Should support defining maximum bandwidth per call
11.19	Should support defining maximum aggregate bandwidth per zone

Annexure: Manufacturer Authorization Format

Ref :

Date :

To,

Section Officer,
Tender Process Section,
National Informatics Centre,
A-Block, CGO Complex,
New Delhi-110003

Sub : Manufacturer Authorization for Tender No _____.

Sir,

We, **<OEM/ Manufacturer name>** having our registered office at **<OEM/ Manufacturer address>**, are an established and reputed manufacturer of Video Conferencing equipments.

We confirm that **<Bidder Name>** having its registered office at **<Bidder Address>** is our authorized partner for our Video Conferencing equipments. We authorize them to quote for our equipments in the above mentioned tender.

Our full support is extended to them in all respects for supply, warranty and maintenance of our products. We also ensure to provide the service support for the supplied equipments for a period of 5 years from date of supply/installation of the equipments as per tender terms.

We also undertake that in case of default in execution of this tender by the **<Bidder Name>**, the **<OEM/Company Name>** will take all necessary steps for successful execution of this project as per tender requirements.

Thanking You

For **<OEM/ Manufacturer name>**

< (Authorized Signatory) >

Name :
Designation :

D

Financial

Annexure: Financial

Annexure- MF.01A	Financial Bid for Submission of Gross Total Value of Annexure- MT.01 and OT.01
Annexure- MF.01B	Detailed Financial Bid for Annexure- MT.01 and OT.01

Annexure- MF.01A

Financial Bid for Submission of Gross Total Value of Annexure- MT.01

Prices should be quoted in Indian Rupees and indicated both in figures and words. Price in words will prevail, in the event of any mismatch.

Grand Total Value (GTV) (i.e. value of cell (12, 8) of Annexure MF.01B (in Rs.)	
(Rupees _____ in words _____)	

Note: Please ensure that the Grand Total Value given in Annexure MF.01A must match the Grand Total Value given in Annexure MF.01B.

Annexure- MF.01B

Detailed Financial Bid for Annexure- MT.01

Prices in Financial Bid should be quoted in the following format as per specifications in respective Annexure(s). All prices should be quoted for Five years warranty. Prices should be quoted in Indian Rupees and indicated both in figures and words. Figures in words will prevail.

S No	Item Description	Unit Price (Rs.)	Excise Duty (Rs.) as applicable	Sales/Service Tax (Rs.) as applicable	Total Unit Price (All inclusive) with Five -years warranty for Items as applicable (Rs.)	Estimated quantity for determination of L1 Rates	Total Cost
1	2	3	4	5	6	7	8 = (6 X 7)
1	Set-top VC system for IP network					500	
2	Video Phone for IP Network					500	
3	29" TV					500	
4	Roll About Trolley with 6 nos. of 5 Amp power points with spike buster and MCB					500	
5	1 KVA Line-Interactive UPS with 60 minutes battery backup. The warranty shall include battery replacement as & when required					1000	
6	40" Plasma/TFT/LCD monitor					50	
7	Field Upgrade Hardware and Software to make set top VC system (at serial no. 1) to work on ISDN at 384 Kbps					50	
8	ISDN BRI Network Terminator					150	
9	ISDN Feature phone					50	
10	DVD Recorder with necessary connecting cables and 50 blank DVDs					500	
11	NMS and Gatekeeper Support					1	
12	GRAND TOTAL VALUE (GTV) in Rs.						
Note: ✍ The basic prices in Indian rupees should be quoted separately for each items mentioned at S.No. 1 to 11 as mentioned above. ✍ The prices quoted should be inclusive of interface cables, Power Cables, related accessories, Documentations and Operating Manuals of the systems, five-years on-site comprehensive warranty, packing, forwarding, freight, insurance (wherever applicable) and installation charges at any of the locations as specified by NIC including the northeastern states, Jammu & Kashmir, Andaman & Nicobar and Lakshwadeep Islands of India. ✍ Any additional local levies such as Entry tax, Octroi etc. will be reimbursed on production of original receipt along with bills for payment against delivery. ✍ The vendor will bear all expenses towards getting import licenses, if required to import the quoted items. ✍ Excise duty and Sales tax as applicable should be quoted separately, failing which these are not payable extra. ✍ Letters for exemption of Octroi charges shall be furnished by NIC, if required by the vendor.							

Authorized Signatory
Name:

Date:
Place:

SEAL

E	Document Lists / Check-lists to be submitted
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Annexure- Enclosures Check-list

(To be submitted properly numbered and indexed along with signatures of the authorized representative of quoting vendors).

S. No.	Description	Compliance (Y / N)	Refer Page No. in the Bid
For Envelope No. 2- Eligibility Criteria			
	Information as per Annexure : Eligibility Criteria		
	Information as per Annexure : Support (Infrastructure Available with Bidder)		
	Manufacturer Authorization Letter(s) as per format given at Annexure- Manufacturer Authorization Format		
	Authorization letter for submission of quotation by the authorized signatory (with signature duly attested by the Company's Director / CEO) on a stamp paper.		
For Envelope No.3 -Technical Bid			
	Original catalogue of the products quoted.		
	Necessary detailed technical write up highlighting features of the systems offered.		
	Reports published in journals comparing the offered product with other similar products.		
	Information on future planned upgrade path and compatible products along with anticipated time frame.		
	List of important installation site having same equipment as quoted in the technical bid.		
	List of service centers located across India along with contact details.		
	For all the quoted items, make and model should be mentioned in the technical bid along with complete details.		
	Unpriced Bill of Material along with part numbers, make and model for each item quoted.		
	Certificate to the effect that the offered/quoted products conform to the tender specification		
	Any other document which the vendor may feel necessary to support the product/bid.		
For Envelope No.4 – Main Financial Bid			
18	Financial bid as per Annexure-MF.01A		
For Envelope No.5 – Detailed Financial Bid			
19	Financial bid as per Annexure-MF.01B		