

(A Government of India Enterprise)  
27, RAJENDRA NATH MUKHERJEE ROAD  
KOLKATA – 700 001 (WEST BENGAL)  
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<b>e-Tender No.</b>	eNIT/DGM(P-V)/VIDEO-CONFERENCE/42-2020	<b>Date:</b>	11.11.2020
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**NOTICE INVITING E-TENDER**

**e-Tender** under **two-bid system** (i.e. “Techno-Commercial Part” & “Price Part”) are invited from eligible vendors and their authorized agency/ distributor/ dealer for Supply, Installation, Commissioning and Maintenance of Video Conferencing (Cisco or Polycom) System for a period of 04 (four) years (Extendable on mutually agreed terms and conditions) as per the technical specifications and details given in “**Scope of Work**”/ “**BOQ-1**”, at our Head office as per details hereunder:

01.	SCOPE OF WORK	Supply, Installation, Commissioning and Maintenance of Video Conferencing (Cisco or Polycom) System for a period of 04 (four) years (Extendable on mutually agreed terms and conditions) as per the technical specifications given in “Scope of Work”/ “BOQ-1”, at our Head office.	
02.	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	NIL	
03.	EARNEST MONEY DEPOSIT	Rs.25,000/- (Rupees twenty five thousand only) in the form of Demand Draft/ Pay Order/ NEFT/ RTGS in favour of “The Braithwaite Burn And Jessop Construction Co. Ltd.” payable at Kolkata. Existing suppliers may adjust the EMD from their pending bills. MSME/ NSIC/ SSI units will be waived from submitting EMD subject to submission of declaration of their Udyog Aadhar Memorandum (UAM) on CPPP.	
04.	MODE OF SUBMISSION	Online through e-Procurement of CPPP, NIC	
05.	Date & Time Schedule:	Date of Publishing NIT & Tender Documents	<b>12.11.2020</b>
		Document download Start Date	<b>12.2020 - 10:00 HRS</b>
		Start Date of uploading of bid document	<b>13.11.2020 - 10:00 HRS</b>
		End Date for uploading of bid document	<b>18.11.2020 - 15:00 HRS</b>
		Date of opening of Technical Bid	<b>19.11.2020 - 15:00 HRS</b>
		Date of opening of Financial Bid	<b>To be notified later</b>

(A. Neogi)  
DGM (P-V)

## **INSTRUCTION TO THE BIDDERS**

### **1.0 REGISTRATION OF CONTRACTOR**

Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through logging on to <https://eprocure.gov.in/eprocure>.

### **2.0 DIGITAL SIGNATURE CERTIFICATE (DSC)**

Each contractor is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Information's Centre (NIC) on payment of requisite amount details are available at the Web Site stated in Clause 2 of Guideline to bidder DSC is given as a USB e-Token.

### **3.0 SUBMISSION OF BID:**

Bids to be submitted online through e-Procurement system of CPPP. Tender document to be digitally signed with Company's seal by the bidders. The rates in the appropriate space in the **BOQ** should be properly filled in. Tenders to be submitted in **two parts**:

a) **TECHNO-COMMERCIAL PART:** The Techno-Commercial part will consist of -

i) **PRE-QUALIFICATION CRITERIA OF THE BIDDER**

Documentary evidence satisfying the Pre-Qualification Criteria (PQC) should be provided as part of Technical Bid. Any bidder not qualifying PQC criteria will be rejected and price bid will not be opened.

- a) The bidder should have offices in Kolkata with sufficient experienced & capable manpower dealing in Hardware and software installation, configuration and support. Copy of address proof of the Company require to submit to satisfy the criteria
- b) The bidder should be Original Equipment Manufacturers (OEM) or their Registered/ Authorized Suppliers/ Distributors/ Dealers/ Authorized Sales & Service Partners. Authorization letter from the OEM (if OEM is not participating) to quote the bid shall be enclosed with the bid.
- c) The bidder company should be registered in India. Copy of PAN, GST Registration should be submitted.
- d) Bidder should have minimum 04 years of experience on this type of business. Bidders require to submit copies of contracts / orders / successfully execution / supply certificate from Government Dept.'s / PSUs / reputed Private Establishments as proof of experience.
- e) Technical Specifications of Hardware offered.
- f) The bidder should have technically qualified and well experienced manpower for implementation of video conferencing facility.
- g) Signed copy of tender documents as a token of acceptance.

b) **PRICE-PART -**

Properly filled up BILL OF QUANTITY (BOQ-1) duly digitally signed to be uploaded in Financial part.

4.0 Conditional tenders may be rejected and no additional clause will be entertained.

5.0 The successful bidder shall not sub-contract the selling and support procedure for the entire duration in BBJ.

6.0 "Goods & Service Tax" registration certificate should be submitted. All duties, taxes, fees and other levies payable by the Bidder/ Implementing Agency under the contract or any other cause shall be included in the quoted prices.

- 7.0 The bidder should provide all the papers related to service and product warranty. The bidder also has to provide one year (01 year) comprehensive warranty and support service free for all the Hardware and Software installation at our office. Any hardware become unusable/ not functioning properly, required to replace immediately, without any cost.
- 8.0 **VALIDITY OF TENDER:** – **90 (ninety)** days from the date of opening of tender or for a further period if mutually accepted.

## **SPECIAL CONDITION OF CONTRACT**

### **1. DEFINATIONS AND INTERPRETATION:**

In this Tender Document, as hereinafter defined, the following words and expressions shall have the meaning as under:

- a) "**BBJ**" shall mean The Braithwaite Burn And Jessop Construction Company Limited having its registered Office at 27, Rajendra Nath Mukherjee Road, Kolkata - 700 001.
- b) The "**TENDER**" shall mean the proposal submitted by the Tenderer/ Bidder/ Supplier/ Dealer/ Agency in response to BBJ's Notice of Invitation to this Tender Document.
- c) The "**ORDER**" shall mean a written Purchase Order issued by BBJ.
- d) The "**TENDERER/ BIDDER**" shall mean the firm or Company (hereinafter called Tenderer) whose Tender has been accepted by BBJ.

### **2. SCOPE OF WORK**

The Company intends to derive maximum advantage of VC infrastructure by holding meetings via this media, which may be One-to-One, One-to-Many Or Any-to-Any either through;

- a. Leased Line Network or
- b. Via Internet through firewall or
- c. Direct Internet or
- d. Concurrently with these connectivity options.

The purpose of these meetings could be as under:

- i. Hold or Join discussions amongst different locations using Video Conferencing.
- ii. Make presentations / share screen or applications to different locations having VC facility.
- iii. Hold or Join Meetings with outside parties having VC facility.
- iv. Address by Top Officials, which could be streamed live across various locations, having VC facility via the Internet as well as other networks mentioned above.

### **2.1 DETAILED SCOPE OF WORK**

To supply, install, test, integrate, commission and provide the support for video conferencing equipment's, solutions (end to end) etc. for BBJ as under:

- a. The Bidder should provide an end-to-end solution for the identified locations, including but not limited to supply of the required Video Conferencing Equipment's with accessories, peripherals like Codec, Screen, Speaker System, Mike System, etc. and installation, performance testing, commissioning, warranty, annual maintenance etc.
- b. The bidder require to make sure that the solution should be H.323 standards of communication and should have inbuilt noise cancellation system.
- c. The solution should also have functionality for point to point and point to multi-point video calling capability.
- d. The solution should allow users inside the BBJ network as well as outside the BBJ network to join conferences. The bidder should implement VC solution in BBJ's network. Subsequently, BBJ may go for VC (as host or by calling IP) with other users.
- e. The solution having the functionality to connect mobile users (both Android & iOS) or computer users having internet connectivity, to a video conference, will be added advantage.
- f. The Solution should be capable of connecting 4 (four) or more concurrent End Points in a single conference.
- g. The solution should have a capability to handle conferencing of all the participants simultaneously.
- h. The solution should facilitate scheduling of conferences for multiple users across different groups.
- i. The system should be capable to dial out the participant to take them into a Video

- Conference in a hassle-free manner. Or the participants can dial in by inputting his/her no.
- j. The bidder shall provide the detailed technical architecture comprising of hardware (including configuration) with operating systems and other application software in their technical bid.
  - k. Bidder must submit a detailed graphical and technical analysis on the proposed Video conferencing solution offered to BBJ.
  - l. The bidder will take total responsibility for providing complete end-to-end VC solution, its maintenance, warranty, management and provide on-site Support for the entire contract period of proposed VC solution.
  - m. Bidder is required to supply, install, commission video conferencing equipment and display units, designing, providing all related accessories, configuration, maintenance support, monitoring, training, documentation etc.
  - n. The bidder will repair / replace the equipment in case of any problem arises out of it and during the warranty and Support period.
  - o. All video conference sessions require to record and save on local or network storage. 3rd party infrastructure also accepted for this purpose.
  - p. BBJ will provide space, power, Storage (for saving recordings of video conference) for the in-scope solutions. However, bidder is required to mention space, power and Storage required to host in-scope solutions.
  - q. BBJ will provide the network bandwidth for the in-scope solution. However, bidder is required to mention the bandwidth requirement separately for this video conferencing solution. It is expected that the proposed solution to consume minimal bandwidth, so that it should not impact BBJ's day to day business operations.
  - r. BBJ will provide the required Ethernet switch ports. However, bidder is required to mention the number of Ethernet switch ports required for in- scope solution.
  - s. Bidder should bring all the tools and equipment (Including Fiber Cable, copper cables or any other cables required) for successful installation, commissioning, configuring of hardware and software for successful implementation of Solution.
  - t. Bidder should be responsible for performing all the adequate cabling activity (including laying of the cables) related to Storage, LAN etc. of BBJ for successful commissioning of hardware and configuring software.

## 2.2 **SYSTEM MAINTENANCE AND SUPPORT:**

- a. The Bidder should fix all the VC Solution problems and implement upgrades during the contract period free of cost.
- b. On-site support as and when required from bidder for hardware, software and solution issues, as and when arises.
- c. On-site support from bidder at office of BBJ for day-to-day operational issues as and when arises. Initially bidder require to provide support on the day and before the day of video conference also, for first 6 months.
- d. BBJ will not be liable to pay any additional charges in respect of any sort of maintenance required during the tenure of the contract in order to meet the scope.

## 3. **TECHNICAL SPECIFICATIONS**

- a. Cisco CS-KIT-K9 or Polycom RealPresence Group 500 model or above is acceptable.
- b. High-resolution Full HD camera with 10x or above optical zoom.
- c. Minimum 4 mike array. Require to provide no. of mikes, as supported by the model of VC.
- d. Remote control facility.
- e. Kits for mounting screen, codec, sound system and other peripherals of VC system.
- f. Though we will deploy initially one-to-one (calling / dialing one no.) VC facility but option require for increase facility of one-to-many / many-to-one (calling / dialing) VC facility.
- g. It should H.323 standards for communications and interoperability and bandwidth saving using video compression.

- h. The system should have inbuilt noise cancellation system, automatic gain control etc.
- i. Should have option for recording entire video conferencing session on local or network storage. For recording purpose 3rd party infrastructure also accepted.
- j. The complete solution should be from the same OEM with minimum 1-year warranty.
- k. Should support both IP4 and IP6 network feature. Should have 10/100/1000 LAN port.
- l. Length of wire of mike should be 35 ft. or above.
- m. Should have dual or more concurrent network provision on the VC System
- n. The display unit should be full HD or above with 52-inch size or above.
- o. The system should have 2 or more HDMI output for connecting main monitor & secondary monitor's.

3.2 **Technical Specification/ Make/ Model of the Video Conferencing System to be clearly mentioned in the technical bid.**

4. **DELIVERY PERIOD**

The supply/ delivery of all hardware as per aforementioned "**Scope of Work**" and "**BOQ-1**" is to be completed within **14 (fourteen) days** from the date of LOA/Order. Installation and configuration to be done in presents of BBJ team, on the specified date informed by BBJ.

5. **SOFTWARE LICENSES:**

The software licenses shall be required in the name of user institute/ company. The licenses shall contain paper licenses and at least one set of media (CD/DVD).

6. **PAYMENT TERMS**

The payment shall be released after satisfactory delivery, installation of all the items as mentioned in 'scope of work' and on submission of Invoice within 45 (forty five) days from date of submission of bill. SD-PG equivalent to 10% (ten percent) of the order value for the items mentioned in "**BOQ-1**" will be deducted from the bill amount and shall be kept with BBJ till the end of warranty period. The payment shall also be made after deducting necessary taxes applicable, if any.

7. **SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE**

The successful bidder will be required to furnish the Security Deposit cum Performance Guarantee for **10% (ten percent)** of the order value for items mentioned in "BOQ-1". The total amount of SD-PG, shall be deducted from the bill amount during release of payment. In case of no warranty claims towards the item under warranty, the withheld amount will be returned on completion of warranty period subsequent to the submission of No Claim Certificate and with the approval of BBJ's Competent Authority.

8. **GUARANTEE/WARRANTY:**

All the items covered in "BOQ-1" and Scope of Work, shall carry minimum 12 (twelve) months on site comprehensive warranty from the date of Installation & commissioning. The bidder shall undertake to provide the installation and warranty service at site. The repairing/ rectification/ replacement/ configuration required, if any, of the items under warranty must be done within BBJ only. These items shall not be allowed to be taken outside for warranty repairs, other than exigency.

9. **PENALTY FOR DELAY**

For any delay in supply, installation and commissioning of the ordered items, BBJ will charge penalty @0.5% (zero decimal five percent) of the order value per week or part thereof, subject to a maximum of 5% (five percent).

**10. FIRM PRICE**

Rates shall remain firm & shall not attract escalation due to any reason in pursuance of this contract from the date of order.

**11. Taxes & Duties:**

The contractor shall be exclusively responsible for payment of all Taxes, Royalties etc. (except Goods and Service Tax) that may be levied from time to time according to the Laws & regulation now in force & also hereafter to be imposed, increased or modified from time to time. Nothing will be payable extra by the Company in respect of any duties/ taxes to be imposed on procurement of materials for execution of contract.

**12.1 Goods and Service Tax (GST)**

Without prejudice to stipulation in General Conditions of Contract, the quoted price shall be exclusive of **Goods and Service Tax**. The GST as legally leviable & payable by the bidder under the provisions of applicable law/ act shall be paid extra by BBJ as per bidder's bill. Bidder shall quote their rate after considering the input tax credit on their input materials and services.

The bidder shall get registered with the GST authorities and the registration certificate shall be submitted along the bid documents (techno commercial). Bid without GST number shall be cancelled.

At present GST-TDS is applicable. If the same is applicable in future, deduction of GST-TDS at source would be enforced from the running bills at the rates prescribed. The GST (i.e. SGST, CGST or IGST) amount shall be shown separately in invoice and also submit proper **Tax Invoice as per section 31 of CGST Act, and Rule 46 of CGST Rules, 2017 to get Input Tax Credit by BBJ.**

**Bidder shall raise their tax invoice in regular interval as per contract condition and uploaded their supply invoice in GSTN Portal through GSTR-1 return with 10th of next month. Mismatch in return of BBJ due to any reason attributable to bidder, the same shall be recovered from Bidder's bill.**

**12.2 New Levies / Taxes**

In case Government imposes any new levy / tax after award of the work during the tenure of the contract, BBJ shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of BBJ that such new levy/tax is applicable to this contract.

**12. RISK AND OWNERSHIP:**

Upon 90% of payment, BBJ shall become owners of goods ordered but all risks, responsibilities; liabilities thereof in all goods shall remain with selected bidder till delivery of all goods to all end users. Part deliveries shall not be treated as deliveries. Only full deliveries of all items ordered will be considered as delivery.

**13. TERMINATION OF CONTRACT**

In case the successful bidder fails to comply any of its respective Contractual obligation within stipulated time frame, for reasons solely attributable to the breaching party, the non-breaching party reserves the right to terminate the contract by giving 10 days' notice, provided the failure is not cured within such 10 days' notice period, without any valid reason provided by the breaching party within 7 days of end of stipulated time frame. In the event of either party terminating the Agreement, BBJ will make payments of all dues to the successful bidder for all services rendered as of and up to the date of termination, as per contracted terms.

**14. ARBITRATION**

In case a dispute or difference of any kind whatsoever, arises out of or relates to the Contract or ancillary / incidental as to the terms and conditions of it or relates to any matter for execution and/or performance of the Contract, between the parties to the Contract, it is a term of the agreement by and between the parties herein that before invoking arbitration, the aggrieved party shall first & foremost refer the matter to the Competent Authority of BBJ and the decision / recommendation / interpretation made by the said Competent Authority of BBJ shall be final & binding upon both the parties.

On the failure of the procedure prescribed above or if a party is dissatisfied with the decisions / recommendations aforesaid, and notwithstanding anything else contained elsewhere, the aggrieved party may by a notice in writing to the Competent Authority of BBJ clearly evince the intention to refer the disputes and differences that have arisen between the parties to Arbitration by constitution of an Arbitral Tribunal. The Arbitral Tribunal shall consist of three Arbitrators, one each to be nominated by the respective parties and the third to be appointed by the nominated arbitrators.

Pending submission of and/or decision on a dispute or difference as aforesaid or until the Arbitral Award is published, the parties (if the Contract is not terminated / cancelled) shall continue to perform all of their obligations under this Agreement and the Contract, without prejudice to a final adjustment in accordance with such award.

The decision of the Arbitral Tribunal arrived at after hearing the parties shall be final and binding upon the parties. The Arbitration Proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactments thereof.

It is also agreed by the parties that the Arbitration Proceedings shall be conducted in English language. The venue of Arbitration shall be Kolkata only and any proceedings arising out of this Agreement / Contract shall be subject to the jurisdiction of Courts at Kolkata.

15. **JURISDICTION OF COURT**

The Courts at Kolkata shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

16. **IMPORTANT NOTES:**

(A) BBJ reserves the right to:

- (i) Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
- (ii) Increase/ decrease/ alter the job description/ scope of work with corresponding change in the value of contract.
- (iii) Postpone or extend the above-mentioned date, split and distribute the work among more than one bidder without assigning any reason what so ever.
- (iv) May ask for further qualification during techno commercial scrutiny of bids received.
- (v) BBJ shall not be responsible for any delay, loss, damage for bids sent by post.
- (vi) BBJ shall not be liable for any expenses incurred by bidder for delivery of materials or during preparation of bid irrespective of whether it is accepted or not.
- (vii) Canvassing i.e. soliciting favour, seeking advantage etc. in any form is strictly prohibited and any bidder found to have engaged in canvassing shall be liable to have his bid rejected summarily.
- (viii) If the bidder deliberately gives any wrong information in his tender to create circumstances for the acceptance to his bid, BBJ reserves the right to reject such application.