

**MADHYA PRADESH STATE LEGAL SERVICES AUTHORITY,**  
**JABALPUR**

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**THE SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 204 UNITS OF VIDEO CONFERENCING SYSTEM /TELE PRESENCE WITH NECESSARY HARDWARE FOR MEDIATION CENTERS OF THE STATE OF MADHYA PRADESH.**

BID REFERENCE	:-	MPSLSA/01/2014-2015
DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT	:-	18/05/2014
LAST DATE FOR SALE OF BIDDING DOCUMENT	:-	7/06/2014
LAST DATE AND TIME FOR RECEIPT OF BIDS	:-	7/06/2014 up to 03.00 PM
TIME AND DATE OF OPENING OF BIDS	:-	7/06/2014 at 04.00 PM
DATE OF PRE BID MEETING	:-	24/05/2014 at 11.00 AM In the office of Member Secretary, Madhya Pradesh State Legal Services Authority, Jabalpur.
PLACE OF OPENING OF BIDS	:-	In the office of Member Secretary, Madhya Pradesh State Legal Services Authority, Jabalpur.
ADDRESS FOR COMMUNICATION	:-	Member Secretary, Madhya Pradesh State Legal Services Authority, Jabalpur.

**NATIONAL COMPETITIVE BIDDING FOR**

**THE SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 204 UNITS OF VIDEO CONFERENCING SYSTEM /TELE PRESENCE WITH NECESSARY HARDWARE FOR MEDIATION CENTERS OF THE STATE OF MADHYA PRADESH.**

**SECTION I: INVITATION FOR BIDS (IFB)**

**IFB No. :- MPSSLSA/01/2014-2015**

The Member Secretary, Madhya Pradesh State Legal Services Authority, Jabalpur invites sealed bids from eligible bidders through National Competitive Bidding for the procurement of supply, installation, testing and commission of 204 Units of Video conferencing System / Tele Presence with necessary hardware for Mediation Centers in the State of Madhya Pradesh.

	Bid Security	Quantity	Delivery
1	2	3	4
Supply, installation, testing and commission of 204 Units of Video conferencing System / Tele Presence with necessary hardware for Mediation Centers in the state of Madhya Pradesh.	Part-A Rs. 25,00000/- Part-B 10,00000/-	204 Complete system covering all at each Location.	Consignee :- 1. Madhya Pradesh State Legal Services Authority, Jabalpur.
			1 High Court of Madhya Pradesh, Jabalpur
			2 High Court of Madhya Pradesh bench Indore.
			3 High Court of Madhya Pradesh bench Gwalior.
			<b><u>50 District Courts List as under:-</u></b>
			1 District Court Complex, Jabalpur
			2 District Court Complex, Indore
			3 District Court Complex, Bhopal
			4 District Court Complex, Gwalior
			5 District Court Complex, Alirajpur
			6 District Court Complex, Anuppur
			7 District Court Complex, Ashoknagar
			8 District Court Complex, Balaghat
			9 District Court Complex, Barwani
			10 District Court Complex, Betul
			11 District Court Complex, Bhind
			12 District Court Complex, Burhanpur

			13	District Court Complex, Chattarpur
			14	District Court Complex, Chhindwara
			15	District Court Complex, Damoh
			16	District Court Complex, Datia
			17	District Court Complex, Dewas
			18	District Court Complex, Dhar
			19	District Court Complex, Dindori
			20	District Court Complex, Khandwa
			21	District Court Complex, Guna
			22	District Court Complex, Harda
			23	District Court Complex, Hosangabad
			24	District Court Complex, Jhabua
			25	District Court Complex, Katni
			26	District Court Complex, Mandla
			27	District Court Complex, Mandsaur
			28	District Court Complex, Morena
			29	District Court Complex, Narsinghpur
			30	District Court Complex, Nemuch
			31	District Court Complex, Panna
			32	District Court Complex, Raisen
			33	District Court Complex, Rajgarh
			34	District Court Complex, Ratlam
			35	District Court Complex, Rewa
			36	District Court Complex, Sagar
			37	District Court Complex, Satna
			38	District Court Complex, Sehore
			39	District Court Complex, Seoni
			40	District Court Complex, Shahdol
			41	District Court Complex, Sajapur
			42	District Court Complex, Sheopur
			43	District Court Complex, Shivpuri
			44	District Court Complex, Sidhi
			45	District Court Complex, Singrauli
			46	District Court Complex, Tikamgarh
			47	District Court Complex, Ujjain
			48	District Court Complex, Umaria
			49	District Court Complex, Vidisha
			50	District Court Complex, Mandleshwar
				<b><u>150 Tehsil Court List as under:-</u></b>

			1	Civil Court Jobat, District Alirajpur
			2	Civil Court Kotma, District Anuppur
			3	Civil Court Rajendragram, District Anuppur
			4	Civil Court Mungaoli, District Ashoknagar
			5	Civil Court Chanderi, District Ashoknagar
			6	Civil Court Baihar, District Balaghat
			7	Civil Court Complex Katangi, District Balaghat
			8	Civil Court Waraseoni, District Balaghat
			9	Civil Court Anjad, District Barwani
			10	Civil Court Khetiya, District Barwani
			11	Civil Court Rajpur, District Barwani
			12	Civil Court Sendhwa, District Barwani
			13	Civil Court Bhainsdehi, District Betul
			14	Civil Court Multai, District Betul
			15	Civil Court Aamla, District Betul
			16	Civil Court Lahar, District Bhind
			17	Civil Court Mehgaon, District Bhind
			18	Civil Court Gohad, District Bhind
			19	Civil Court Barasia, District Bhopal
			20	Civil court Bijawar, District Chhatarpur
			21	Civil Court Laundi, District Chhatarpur
			22	Civil Court Rajnagar, District Chhatarpur
			23	Civil Court Bada Malehra, District Chhatarpur
			24	Civil court Nowgaon, District Chhatarpur
			25	Civil Court Parasiya, District Chhindwara
			26	Civil Court Sausar, District Chhindwara
			27	Civil Court Amarwara, District Chhindwara
			28	Civil Court Chorai, District Chhindwara
			29	Civil Court Junnardeo, District Chhindwara
			30	Civil Court Pandurna, District Chhindwara
			31	Civil Court Hatta, District Damoh
			32	Civil Court Pathariya, District Damoh
			33	Civil Court Bhandar, District Datia
			34	Civil Court Seodha, District Datia
			35	Civil CourtBagli, District Dewas
			36	Civil CourtKannod, District Dewas
			37	Civil CourtKhategaon, District Dewas
			38	Civil CourtSonkatch, District Dewas
			39	Civil CourtTonkhurd, District Dewas

			40	Civil Court Badnawar, District Dhar
			41	Civil Court Dharampuri, District Dhar
			42	Civil Court Kukshi, District Dhar
			43	Civil Court Manawar, District Dhar
			44	Civil Court Sardarpur, District Dhar
			45	Civil Court Aaron, District Guna
			46	Civil Court Chachoda, District Guna
			47	Civil Court Raghogarh, District Guna
			48	Civil CourtKhumbraj, District Guna
			49	Civil Court Bhitwar, District Gwalior
			50	Civil Court Dabra, District Gwalior
			51	Civil Court Itarsi, District Hoshangabad
			52	Civil Court Pachmarhi, District Hoshangabad
			53	Civil Court Pipariya, District Hoshangabad
			54	Civil Court Seoni Malwa, District Hoshangabad
			55	Civil Court Sohagpur, District Hoshangabad
			56	Civil CourtDepalpur, District Indore
			57	Civil Court Hatod, District Indore
			58	Civil Court Mhow, District Indore
			59	Civil Court Sanwer, District Indore
			60	Civil Court Patan, District Jabalpur
			61	Civil Cour tsihora, District Jabalpur
			62	Civil CourtPetlawad, District Jhabua
			63	Civil CourtThandla, District Jhabua
			64	Civil Court Vijayraghvarh, District Katni
			65	Civil CourtHarsud, District Khandwa
			66	Civil Court Khargone, District Mandleshwar
			67	Civil Court Sanawad, District Mandleshwar
			68	Civil Court Barwaha, District Mandleshwar
			69	Civil Court Bhikangaon, District Mandleshwar
			70	Civil Court Kasrawad, District Mandleshwar
			71	Civil Court Maheshwar , District Mandleshwar
			72	Civil CourtNainpur, District Mandla
			73	Civil CourtNiwas, District Mandla
			74	Civil Court Bhanpura , District Mandsaur
			75	Civil Court Garoth, District Mandsaur
			76	Civil Court Narayangarh , District Mandsaur
			77	Civil Court Sitamau, District Mandsaur
			78	Civil court Ambah, District Morena

			79	Civil Court Jora, District Morena
			80	Civil Court Sabalgarh, District Morena
			81	Civil Court Gadarwara, District Narsingpur
			82	Civil Court Complex Jawad , District Neemuch
			83	Civil Court Complex Manasa, District Neemuch
			84	Civil Court Ajaygarh, District Panna
			85	Civil CourtPawai, District Panna
			86	Civil CourtBareli, District Raisen
			87	Civil Court Begumganj, District Raisen
			88	Civil CourtGairatganj, District Raisen
			89	Civil CourtGoharganj, District Raisen
			90	Civil CourtSilwani, District Raisen
			91	Civil Court Udaipura, District Raisen
			92	Civil CourtBiaora, District Rajgarh
			93	Civil Court Khilchipur, District Rajgarh
			94	Civil Court Narsingharh, District Rajgarh
			95	Civil Court Zirapur, District Rajgarh
			96	Civil Court Alote, District Ratlam
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			102	Civil CourtHanumana, District Rewa
			103	Civil CourtBanda, District Sagar
			104	Civil CourtBina, District Sagar
			105	Civil CourtDeori, District Sagar
			106	Civil CourtKhurai, District Sagar
			107	Civil Court Rehli, District Sagar
			108	Civil CourtGaracota, District Sagar
			109	Civil CourtAmarpatan, District Satna
			110	Civil Court Maihar, District Satna
			111	Civil CourtNagod, District Satna
			112	Civil Court Rampur Baghela, District Satna
			113	Civil CourtChitrakoot, District Satna
			114	Civil CourtUnchehra, District Satna
			115	Civil Court Ashta, District Sehore
			116	Civil Court Budhni, District Sehore
			117	Civil Court Nasrullaganj, District Sehore

			118	Civil Court Ichhawar, District Sehore
			119	Civil Court Lakhnadon, District Seoni
			120	Civil Court Beohari Beohari, District Shahdol
			121	Civil Court Burhar, District Shahdol
			122	Civil Court Jaisinghnagar, District Shahdol
			123	Civil Court Agar, District Shajapur
			124	Civil Court Nalkheda, District Shajapur
			125	Civil Court Sarangpur, District Rajgarh
			126	Civil Court Shujalpur, District Shajapur
			127	Civil Court Susner, District Shajapur
			128	Civil Court Vijaypur, District Sheopur
			129	Civil Court Karera, District Shivpuri
			130	Civil Court Khaniadhana, District Shivpuri
			131	Civil Court Kolaras, District Shivpuri
			132	Civil Court Pichhore, District Shivpuri
			133	Civil Court Pohari, District Shivpuri
			134	Civil Court Churhat, District Sidhi
			135	Civil Court Deosar, District Singrouli
			136	Civil Court Rampur Naikin, District Sidhi
			137	Civil Court Majhouli, District Sidhi
			138	Civil Court Jatara, District Tikamgarh
			139	Civil Court Niwari, District Tikamgarh
			140	Civil Court Orchha, District Tikamgarh
			141	Civil Court Badnagar, District Ujjain
			142	Civil Court Khachrod, District Ujjain
			143	Civil Court Mahidpur, District Ujjain
			144	Civil Court Nagda, District Ujjain
			145	Civil Court Tarana, District Ujjain
			146	Civil Court Birsinghpur Pali, District Umaria
			147	Civil Court Basoda, District Vidisha
			148	Civil Court Kurwai, District Vidisha
			149	Civil Court Lateri, District Vidisha
			150	Civil Court Sironj, District Vidisha

1. All interested eligible Bidders may obtain further information from and inspect the bidding documents at the office of The Member Secretary, Madhya Pradesh State Legal Services Authority, Jabalpur.
2. A complete set of bidding documents may be purchased by any interested eligible bidder on the submission of a written application to the above office and upon payment of a non-refundable fee as indicated below in the form of a Demand Draft in

favor of Member Secretary, Madhya Pradesh State Legal Services Authority, Jabalpur.

3. The provisions in the Instructions to Bidders and in the General Conditions of contract are based on the provisions of the State Bidding Document - Procurement of Goods.
4. The bidding document may be obtained from the office of The Member Secretary, Madhya Pradesh State Legal Services Authority, Jabalpur during office hours namely, from 11.00 hrs to 16.00 hrs, Indian Standard Time" (IST) on all working days.
  - a. Price of bidding document (non-refundable) :- 10000/-
  - b. Date of commencement of sale of bidding document :- 18/05/2014
  - c. Last date for sale of bidding document :- 07/06/2014
  - d. Last date and time for receipt of bids :- 07/06/2014 up to 03.00 pm
  - e. Time and date of opening of bids :- 07/06/2014 at 4.00 pm (IST)
  - g. Place of opening the bids :- In the office of Member Secretary Madhya Pradesh State Legal Services Authority, Jabalpur.
  - h. Pre –Bid meeting :- 24/05/2014 at 11.00 am  
In the office of Member Secretary, Madhya Pradesh State Legal Services Authority, Jabalpur.
  - i. Address for Communication :- Member Secretary, Madhya Pradesh State Legal Services, Authority, Jabalpur.
5. All bids must be accompanied by a bid security in the form of DD/Unconditional BG /Pay Order as specified in the bid document and must be delivered to the above office at the date and time indicated above.
7. Bids will be opened in the presence of Bidders' representatives who choose to attend on the specified date and time.
8. In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.



## SECTION II: INSTRUCTIONS TO BIDDERS

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## **A. Introduction**

### **1. Source of Funds**

- 1.1. The Madhya Pradesh State Legal Services Authority, Jabalpur have received the funds for Mediation scheme between District Courts and Tehsil Court Complexes from the Central Government under 13<sup>th</sup> Finance Commission and shall make the payments under the Contract(s) for which this Invitation for Bid is issued.
- 1.2. Payment will be done electronically in the account of bidder by specifying its **Account No** and **IFSC code** of the bank in accordance with the terms and conditions of the Agreement, and will be subject in all respects to the terms and conditions of that agreement.

### **2. Eligible Bidders**

- 2.1. This Invitation for Bids is open to all suppliers from India Only.
- 2.2. Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.
- 2.3. Government-owned enterprises may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Purchaser.
- 2.4. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government Department in India.
- 2.5. Bidders should have the minimum turnover of Rs. Fifteen Crore.

### **3. Eligible Goods and Services**

- 3.1. All goods and ancillary services to be supplied under the Contract shall have their origin in eligible source countries.
- 3.2. For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced or from which the ancillary services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3. The origin of goods and services is distinct from the nationality of the Bidder.

### **4. Cost of Bidding**

- 4.1. The Bidder shall bear all costs associated with the preparation and submission of its bid, and Member Secretary, Madhya Pradesh State Legal Services Authority, Jabalpur hereinafter referred to as "the Purchaser", will in no case be responsible

or liable for these costs, regardless of the conduct or outcome of the bidding process.

## **B. The Bidding Documents**

### **5. Content of Bidding Documents**

**5.1.** The goods required, bidding procedures and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:

- (a) Instruction to Bidders (ITB) ;
- (b) General Conditions of Contract (GCC) ;
- (c) Special Conditions of Contract (SCC) ;
- (d) Schedule of Requirements;
- (e) Technical Specifications;
- (f) Bid Form and Price Schedules;
- (g) Bid Security Form;
- (h) Contract Form;
- (i) Performance Security Form;
- (j) Performance Statement Form;
- (k) Manufacturer's Authorization Form;
- (l) Bank Guarantee for Advance Payment Form; and
- (m) Equipment and Quality Control Form.

**5.2.** The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

### **6. Clarification of Bidding Documents**

**6.1.** A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by telex or cable or fax at the Purchaser's mailing address indicated in the Invitation for Bids. The Purchaser will respond in writing to such request if it receives minimum 15 days prior to the deadline for submission of bids prescribed by the Purchaser. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders which have received the bidding documents.

#### **6.2. Pre-bid meeting**

The bidder or his official representative is invited to attend a pre-bid meeting which will take place at office of Member Secretary, Madhya Pradesh State Legal Services Authority, Jabalpur- (M.P) on 24/05/2014 at 11.00 am

"Indian Standard Time" (IST)".

- 6.3. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 6.4. The bidder is requested to submit any questions in writing by post to reach the purchaser minimum one week before the date of meeting.
- 6.5. Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the bidding documents. Any modification of the bidding documents listed in Sub-Clause 5.1 which may become necessary as a result of the pre-bid meeting shall be made by the purchaser exclusively through the issue of an Addendum pursuant to Clause 7 and not through the minutes of the pre-bid meeting.
- 6.6. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

## **7. Amendment of Bidding Documents**

- 7.1. At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.
- 7.2. All prospective bidders who have received the bidding documents will be notified of the amendment on website and will be binding on them.
- 7.3. In order to allow prospective bidders reasonable time to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

### **C. Preparation of Bids**

## **8. Language of Bid**

- 8.1. The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the translation shall govern.

## **9. Documents Constituting the Bid**

- 9.1. The bid prepared by the Bidder shall comprise the following components:
  - 9.1.1. a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11 and 12;
  - 9.1.2. documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is

accepted;

**9.1.3.** documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and

**9.1.4.** bid security furnished in accordance with ITB Clause 15.

## **10. Bid Form**

**10.1.** The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, and their country of origin, quantity and prices.

## **11. Bid Prices**

**11.1.** The Bidder shall indicate on the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract. To this end, the Bidders are allowed the option to submit the bids for any one or more schedules specified in the 'Schedule of Requirements' and to offer discounts for combined schedules. However, Bidders shall quote for the complete requirement of goods and services specified under each schedule on a single responsibility basis, failing which such bids will not be taken into account for evaluation and will not be considered for award.

**11.2.** Prices indicated on the Price Schedule shall be entered separately in the following manner:

**11.2.1.** the price of the goods, quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable), including all duties and sales and other taxes already paid or payable:

**11.2.1.1** on components and raw material used in the manufacture or assembly of goods quoted ex-works or ex-factory.

**11.2.2.** any Indian duties, sales and other taxes which will be payable on the goods if this Contract is awarded;

**11.2.3.** the price for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination; and

**11.2.4.** the price of other incidental services listed in Clause 8 of the Special Conditions of Contract.

**11.3.** The Bidder's separation of the price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

**11.4.** Fixed Price. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-

responsive and rejected, pursuant to ITB Clause 24.

## **12. Bid Currencies**

**12.1.** Prices shall be quoted in Indian Rupees:

## **13. Documents Establishing Bidder's Eligibility and Qualifications**

**13.1.** Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

**13.2.** The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 2.

**13.3.** The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the Purchaser's satisfaction:

**13.3.1.** that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized (as per authorization form in Section XII) by the goods' Manufacturer or producer to supply the goods in India.

*[Note: Supplies for any particular item in each schedule of the bid should be from one manufacturer only. Bids from agents offering supplies from different manufacturers for the same item of the schedule in the bid will be treated as non-responsive.]*

**13.3.2.** that the Bidder has the financial, technical, and production capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in Section VI-A. To this end, all bids submitted shall include the following information:

**13.3.3.** The legal status, place of registration and principal place of business of the company or firm or partnership, etc.;

**13.3.4.** Details of experience and past performance of the OEM on equipment offered including cascading of MCU and on those of similar nature with three years and details of current contracts in hand and other commitments. Minimum one order of cascading of MCU is mandatory. (suggested Performa given in Section XI);

## **14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents.**

**14.1.** Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.

**14.2.** The documentary evidence of the goods and services eligibility shall consist of a statement in the Price Schedule on the country of origin of the

goods and services offered which shall be confirmed by a certificate of origin at the time of shipment.

- 14.3.** The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of a detailed description of the essential technical and performance characteristics of the goods ;a list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of five years, following commencement of the use of the goods by the Purchaser; and an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 14.4.** For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

## **15. Bid Security**

- 15.1.** Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount as specified in Section -V - Schedule of Requirements.
- 15.2.** The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.
- 15.3.** The bid security shall be denominated in Indian Rupees and shall
- 15.3.1.** at the bidder's option, be in the form of either a demand draft, or a bank guarantee from a nationalized bank located in India.
  - 15.3.2.** be substantially in accordance with one of the form of bid security included in Section VIII or other form approved by the Purchaser prior to bid submission;
  - 15.3.3.** be payable promptly upon written demand by the Purchaser in case any of the conditions listed in ITB Clause 15.7 are invoked;
  - 15.3.4.** be submitted in its original form; copies will not be accepted; and
  - 15.3.5.** remain valid for a period of 60 days beyond the original validity period of bids, or beyond any period of extension subsequently requested under ITB

Clause 16.2.

- 15.4. Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 above will be rejected by the Purchaser as non-responsive, pursuant to ITB Clause 24.
- 15.5. Unsuccessful bidder's bid securities will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Purchaser, pursuant to ITB Clause 16.
- 15.6. The successful Bidder's bid security will be discharged upon the Bidder signing the Contract, pursuant to ITB Clause 34, and furnishing the performance security, pursuant to ITB Clause 35.
- 15.7. The bid security may be forfeited:
  - 15.7.1. if a Bidder (i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or (ii) does not accept the correction of errors pursuant to ITB Clause 24.2; or\
  - 15.7.2. in case of a successful Bidder, if the Bidder fails:
    - 15.7.2.1. to sign the Contract in accordance with ITB Clause 34; or
    - 15.7.2.2. to furnish performance security in accordance with ITB Clause 35.

#### **16. Period of Validity of Bids**

- 16.1. Bids shall remain valid for 60 days after the deadline for submission of bids prescribed by the Purchaser, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 16.2. In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or telex or fax). The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

#### **17. Format and Signing of Bid**

- 17.1. The Bidder shall prepare two copies of the bid, clearly marking each "Original Bid" and "Copy Bid", as appropriate. In the event of any discrepancy between them, the original shall govern.
- 17.2. The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The latter authorization shall be indicated by written power-of attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 17.3. Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the bid. The Bidder shall furnish information as



described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

#### **D. Submission of Bids**

#### **18. Sealing and Marking of Bids**

**18.1.** The Bidders shall seal the original and each copy of the bid i.e Tender Fees and bid security, Technical Proposal and Financial Proposal in separate inner envelopes, duly marking the envelopes as "original" and "copy". He shall then place all the inner envelopes in an outer sealed envelope.

**18.2. The inner and outer envelopes shall:**

**18.2.1.** be addressed to the Purchaser at the following address:- Member Secretary, Madhya Pradesh State Legal Services Authority Jabalpur mentioning on top - **SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 204 UNITS OF VIDEO CONFERENCING SYSTEM /TELE PRESENCE WITH NECESSARY HARDWARE FOR MEDIATION CENTERS OF THE STATE OF MADHYA PRADESH.**

**18.2.2.** bear the Project Name, the Invitation for Bids(IFB) title and number, and a statement **"Do not open before 04.00 PM "Indian Standard Time" (IST)" on 07/06/2014."**

**18.3** The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".

**18.4** If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.

**18.5** Telex, cable or facsimile bids will be rejected.

#### **19. Deadline for Submission of Bids**

**19.1.** Bids must be received by the Purchaser at the address specified under ITB Clause 18.2 (a) no later than the time and date specified in the Invitation for Bids (Section I). In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day.

**19.2.** The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance with ITB Clause 7, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

#### **20. Late Bids**

**20.1.** Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, pursuant to ITB Clause 19, will be rejected and/or

returned unopened to the Bidder.

## **21. Modification and Withdrawal of Bids**

- 21.1.** The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.
- 21.2.** The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITB Clause 18. A withdrawal notice may also be sent by telex or cable or fax but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.
- 21.3.** No bid may be modified subsequent to the deadline for submission of bids.
- 21.4.** No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the bid form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to ITB Clause 15.7.

### **E. Bid Opening and Evaluation of Bids**

## **22. Opening of Bids by the Purchaser**

- 22.1.** The Purchaser will open all bids, in the presence of Bidders' representatives who choose to attend, at **04.00 PM "Indian Standard Time" (IST)" on 07 /06/2014 and in the following location:** In the Office of Member Secretary, Madhya Pradesh State Legal Services Authority, Jabalpur. The Bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time and location on the next working day.
- 22.2.** The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.
- 22.3.** Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.
- 22.4.** The Purchaser will prepare minutes of the bid opening.

## **23. Clarification of Bids**

- 23.1.** During evaluation of bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

## **24. Preliminary Examination**

- 24.1.** The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids from Agents, without proper authorization from the manufacturer as per Section XII, shall be treated as non-responsive.
- 24.1.1.** Where the Bidder has quoted for more than one schedule, if the bid security furnished is inadequate for all the schedules, the Purchaser shall take the price bid into account only to the extent the bid is secured. For this purpose, the extent to which the bid is secured shall be determined by evaluating the requirement of bid security to be furnished for the schedule included in the bid (offer) in the serial order of the Schedule of Requirements of the Bidding document.
- 24.2** Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the supplier does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.
- 24.3** The Purchaser may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- 24.4** Prior to the detailed evaluation, pursuant to ITB Clause 26, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 7), Warranty (GCC Clause 15), Force Majeure (GCC Clause 25), Limitation of liability (GCC Clause 29), Applicable law (GCC Clause 31), and Taxes & Duties (GCC Clause 33) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 24.5** If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non conformity.

## **25. Evaluation and Comparison of Bids**

**25.1.** The Purchaser will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24 for each schedule separately. No bid will be considered if the complete requirements covered in the schedule is not included in the bid. However, as stated in Para 11, Bidders are allowed the option to bid for any one or more schedules and to offer discounts for combined schedules. These discounts will be taken into account in the evaluation of the bids so as to determine the bid or combination of bids offering the lowest evaluated cost for the Purchaser in deciding award(s) for each schedule.

**25.2.** The Purchaser's evaluation of a bid will exclude and not take into account: in the case of goods manufactured in India or goods of foreign origin already located in India, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder; any allowance for price adjustment during the period of execution of the Contract, if provided in the bid.

**25.3** The Purchaser's evaluation of a bid will take into account, in addition to the bid price (Ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and Excise duty on the finished goods, if payable) and price of incidental services, the following factors, in the manner and to the extent indicated in ITB Clause 26.5 and in the Technical Specifications:

**25.3.1** cost of inland transportation, insurance and other costs within India incidental to the delivery of the goods to their final destination;

**25.3.2** delivery schedule offered in the bid;

**25.3.3** the availability in India of spare parts and after-sales services for the goods / equipment offered in the bid;

**25.3.4** the projected operating and maintenance costs during the life of the equipment; and

**25.3.5** the performance and productivity of the equipment offered

**25.4** Pursuant to ITB Clause 26.4, one or more of the following evaluation methods will be applied

**25.4.1** *Inland Transportation, Insurance and Incidentals:*

Inland transportation, insurance and other incidentals for delivery of goods to the final destination as stated in ITB Clause 11.2 (iii). The above costs will be added to the bid price.

**25.4.2** *Delivery Schedule:*

The Purchaser requires that the goods under the Invitation for Bids shall be delivered at the time specified in the Schedule of

Requirements. The estimated time of arrival of the goods at the project site should be calculated for each bid after allowing for reasonable transportation time. Treating the date as per schedule of requirements as the base, a delivery "adjustment" will be calculated for other bids at 2% of the ex-factory price including excise duty for each month of delay beyond the base and this will be added to the bid price for evaluation. No credit will be given to earlier deliveries and bids offering delivery beyond one months of stipulated delivery period will be treated as unresponsive.

**25.4.3 Spare Parts and After Sales Service Facilities in Madhya Pradesh:**

The cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.

**25.4.4 Performance and Productivity of the Equipment:**

Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in performance or efficiency below the norm of 100, an adjustment of Rs.50,000/- will be added to the bid price, representing the capitalized cost of additional operating costs over the life of the plant using the methodology specified in the Technical Specifications.

**26. Contacting the Purchaser**

- 26.1** Subject to ITB Clause 23, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the purchaser, it should do so in writing.
- 26.2** Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

**F. Award of Contract**

**27. Post qualification**

- 27.1** In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid meets the criteria specified in ITB Clause 13.3.2 and is qualified to perform the contract satisfactorily.
- 27.2** The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13, as well as such other information as the

Purchaser deems necessary and appropriate.

- 27.3** An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform the contract satisfactorily.

## **28. Award Criteria**

- 28.1** Subject to ITB Clause 30, the Purchaser will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

## **29. Purchaser's right to vary Quantities at Time of Award**

The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of requirements without any change in other terms and conditions.

## **30. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids**

- 30.1** The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders.

## **31. Notification of Award**

- 31.1** Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable/telex or fax, to be confirmed in writing by registered letter, that its bid has been accepted.
- 31.2** The notification of award will constitute the formation of the Contract.
- 31.3** Upon the successful Bidder's furnishing of performance security pursuant to ITB Clause 35, the Purchaser will promptly notify the name of the winning bidder to each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.
- 31.4** If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Bidder.

## **32. Signing of Contract**

- 32.1** At the same time as the Purchaser notifies the successful bidder that its bid has been accepted, the purchaser will send the bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
- 32.2** Within 21 days of receipt of the contract form, the successful bidder will

sign the Contract Agreement with the Purchaser.

### **33. Performance Security**

**33.1** Within 7 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents or in another form acceptable to the Purchaser.

**33.2** Failure of the successful bidder to comply with the requirement of ITB Clause 34.2 or ITB Clause 35.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated bidder or call for new bids.

### **34. Corrupt or Fraudulent Practices**

**34.1** It is the Madhya Pradesh State Legal Services Authority, Jabalpur policy that bidders, suppliers, and contractors and their agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers or suppliers, observe the highest standard of ethics during the procurement and execution of such contracts. In this context, any action taken by a bidder, supplier, contractor, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees to influence the procurement process or contract execution for undue advantage is improper. In pursuance of this policy, the Madhya Pradesh State Legal Services Authority.

**34.1.1** defines, for the purposes of this provision, the terms set forth below as follows:-

**34.1.1.1** “corrupt practice” For the purpose of these Guidelines, “another party” refers to a public official acting in relation to the procurement process or contract

**34.1.1.2** “fraudulent practice” For the purpose of these Guidelines, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution. is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

**34.1.1.3** “collusive practice” For the purpose of these Guidelines, “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices

at artificial, non competitive levels. is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

**34.1.1.4** “coercive practice” For the purpose of these Guidelines, “party” refers to a participant in the procurement process or contract execution. is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

**35.** Furthermore, bidders shall be aware of the provision stated in Sub-Clause 29.1 of the General Conditions of Contract.



## General Conditions of Contract

### **1. Definitions**

- 1.1** In this Contract, the following terms shall be interpreted as indicated:
- 1.1.1.** "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- 1.1.2** "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- 1.1.3** "The Goods" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- 1.1.4** "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;
- 1.1.5** "GCC" means the General Conditions of Contract.
- 1.1.6** "SCC" means the Special Conditions of Contract.
- 1.1.7** "The Purchaser" means the Member Secretary, Madhya Pradesh State Legal Services Authority, Jabalpur, Madhya Pradesh.
- 1.1.8** "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- 1.1.9** "The Project Site", where applicable, means the place or places named in contract.
- 1.1.10** "Day" means calendar day.

### **2. Application**

- 2.1** These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

### **3. Country of Origin**

- 3.1** For purposes of this Clause "country of origin" means the place where the Goods are mined, grown or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.2** The origin of Goods and Services is distinct from the nationality of the Supplier.

### **4. Standards**

- 4.1** The Goods supplied under this Contract shall conform to the standards

mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

## **5. Use of Contract Documents and Information**

- 5.1** The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2** The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3** Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

## **6. Patent Rights**

- 6.1** The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

## **7. Performance Security**

- 7.1** Within 7 days of receipt of the notification of contract award, the Supplier shall furnish performance security in the amount specified in contract.
- 7.2** The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3** The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:
  - 7.3.1** A Bank guarantee issued by a nationalized bank located in India acceptable to the Purchaser, in the form provided in the bidding documents or another form acceptable to the Purchaser; or
  - 7.3.2** Demand draft.
- 7.4** The performance security will be discharged by the Purchaser and returned to the Supplier not later than 45 days following the date of completion of the Supplier's performance obligations, including any warranty obligations,

unless specified otherwise in contract.

## **8. Inspections and Tests**

- 8.1** The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. The contract and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.
- 8.2** The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.
- 8.3** Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 8.4** The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.
- 8.5** Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

## **9. Packing and delivery**

- 9.1** The Supplier shall be responsible for all issues relating to packing and supply of the Goods.

## **10. Delivery and Documents**

- 10.1** Delivery of the goods shall be made by the supplier in accordance with the terms specified by the purchaser in the notification of award. The details of shipping and / or other documents to be furnished by the supplier are specified in SCC.

## **11. Insurance**

- 11.1** The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the contract.

## **12. Incidental Services**

- 12.1** The supplier may be required to provide any or all of the following services,

including additional services, if any, specified in the contract:

**12.1.1** performance or supervision of the on-site assembly and/or start-up of the supplied Goods; furnishing of tools required for assembly and/or maintenance of the supplied Goods;

**12.1.2** furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;

**12.1.3** performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

**12.1.4** training of the Purchaser's personnel as required by Purchaser.

**11.2** Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

### **13. Spare Parts**

**13.1** The Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

**13.1.1** such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and

**13.1.2** In the event of termination of production of the spare parts:

**13.1.3** advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and

**13.1.4** following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

### **14. Warranty**

**14.1** The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

- 14.2** This warranty shall remain valid for 60 months after the final installation of Goods at their destination. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion either:
- 14.2.1** pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees or replace the whole or part of the equipment free of cost and extend warranty period for next two year from the date of replacement. Kindly note that the liquidated damages in this clause are not for delay in supply but for not meeting the performance requirements.
- 14.3** The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 14.4** Upon receipt of such notice, the Supplier shall, within 3 days with all reasonable speed, repair or replace the defective goods or parts there of, free of cost at the ultimate destination. The Supplier shall take over replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods there after. In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further the period of 12 calendar months beyond the original 60 months warranty as mentioned in 14.2 at page 28
- 14.5** If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in 14.4 the contract, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

## **15. Payment**

- 15.1** The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the contract.
- 15.2** Payment shall be made in Indian Rupees.
- 15.2.1** Delivery: Fifty percent of the contract price shall be paid on receipt of Goods and upon submission of the documents specified in SCC Clause 6 above. However an advance copy of the supplier's invoice for these goods shall be sent to the purchaser separately.
- 15.2.2** On successful installation & testing: Thirty percent of contract price; and
- 15.2.3** On successful completion of training at 200 locations: the remaining

Twenty percent of the contract amount will be released after one quarter.

## **16. Prices**

**16.1** Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in contract or in the Purchaser's request for bid validity extension, as the case may be.

## **17. Change Orders**

**17.1** The Purchaser may at any time, by written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

**17.1.1** drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

**17.1.2** the method of shipping or packing;

**17.1.3** the place of delivery; and/or

**17.1.4** the Services to be provided by the Supplier.

**17.2** If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

## **18. Contract Amendments**

**18.1** Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

## **19. Assignment**

**19.1** The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

## **20. Subcontracts**

**20.1** The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

**20.2** Subcontracts must comply with the provisions of GCC Clause 3.

## **21. Delays in the Supplier's Performance**

**21.1** Delivery of the Goods and performance of the Services shall be made by the

Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.

- 21.2** Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 21, unless an extension of time is agreed upon.

## **22. Liquidated Damages**

- 22.1** If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages. The applicable rate is 0.5 % per week and the maximum deduction is 10% of the contract price. Once the maximum is reached, the Purchaser may consider termination of the Contract.

## **23. Termination for Default**

- 23.1** The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

**23.1.1** if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or

**23.1.2** if the Supplier fails to perform any other obligation(s) under the Contract.

**23.1.3** if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 34, in competing for or in executing the Contract.

- 23.2** In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

## **24. Termination for Insolvency**

- 24.1** The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

## **25. Termination for Convenience**

**25.1** The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

**26. Applicable Law**

**26.1** The Contract shall be interpreted in accordance with the laws of the Union of India as applicable in State of M.P.

**27. Notices**

**27.1** Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable, telex or facsimile and confirmed in writing to the other Party's address specified in contract.

**27.2** A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**27.3** For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.

Purchaser: Member Secretary, Madhya Pradesh State Legal Services Authority, Jabalpur, Madhya Pradesh

Supplier : (To be filled in at the time of Contract signature)

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**28. Taxes and Duties**

**28.1** Suppliers shall be entirely responsible for all taxes, duties, license fees, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.

**29. Fraud and Corruption**

**29.1** If the Purchaser determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days notice to the Supplier, terminate the Contract, and the provisions of Clause 22 shall apply as if such termination had been made under Sub-Clause 22.1.

**29.1.1** For the purposes of this Sub-Clause:

**29.1.1.1** "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

**29.1.1.2** "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other



benefit or to avoid an obligation;

**29.1.1.3** “another party” refers to a public official acting in relation to the procurement process or contract execution.

**29.1.1.4** “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

**29.1.2** “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

**29.1.3** “obstructive practice” is

**29.1.3.1** deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

**29.1.3.2** acts intended to materially impede the exercise of the Bank’s inspection and audit rights.

**29.2** Should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the purchase of the Goods, then that employee shall be removed.

**SECTION IV: SPECIAL CONDITIONS OF CONTRACT**

**TABLE OF CLAUSES**

<b>Item No.</b>	<b>Topic</b>	<b>Page Number</b>
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## Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

### **1. Definitions (GCC Clause 1)**

1.1 The Purchaser is Member Secretary, Madhya Pradesh State Legal Services Authority, Jabalpur, Madhya Pradesh.

1.2 The Supplier is.....

### **2. Performance Security (GCC Clause 7)**

2.1 Within 7 days after the Supplier's receipt of Notification of Award, the Supplier shall furnish Performance Security to the Purchaser for an amount of 10% of the contract value, valid up to 60 days after the date of completion of performance obligations including warranty obligations. In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of 12 months beyond the original 60 months warranty as mentioned in 14.2 as page 28 and the Performance Bank Guarantee for proportionate value shall be extended 60 days over and above the extended warranty period.

2.2 Substitute Clause 7.3 (b) of the GCC by the following:

A crossed demand draft or pay order drawn in favor of Member Secretary, Madhya Pradesh State Legal Services Authority, Jabalpur , Madhya Pradesh.

2.3 Substitute Clause 7.4 of the GCC by the following:

The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract.

2.4 Add as Clause 7.5 to the GCC the following:

In the event of any contract amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations.

### **3. Inspection and Tests (GCC Clause 8)**

The following inspection procedures and tests are required by the Purchaser:

3.1 Purchaser may inspect the equipments before dispatch if to be dispatched in

India and in case of equipments to be dispatched from abroad, inspection will be done before installation/ commissioning of the equipment at site.

**3.2** Inspection of equipments at site of work before installation /commissioning.

**3.3** Testing of equipments at site of work after installation to ensure conformity to the specification.

#### **4. Packing (GCC Clause 9)**

Add as Clause 9.3 of the GCC the following:

Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink, the following:

(i) Project (ii) Contract No. (iii) Supplier's Name, and (iv) Packing list reference number.

#### **5. Delivery and Documents (GCC Clause 10)**

Upon delivery of the Goods, the supplier shall notify the purchaser and the insurance company by cable/telex/fax the full details of the shipment including contract number, railway receipt number and date, description of goods, quantity, name of the consignee etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company:

**5.1** Two Copies of the Supplier invoice showing contract number, goods' description, quantity, unit price, total amount;

**5.2** Railway receipt/acknowledgment of receipt of goods from the consignee(s);

**5.3** Two Copies of packing list identifying the contents of each package;

**5.4** Insurance Certificate;

**5.5** Manufacturer's/Supplier's warranty certificate;

**5.6** Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report;

**5.7** Instructions & operation manuals - 2 sets at each location of installation and

**5.8** Certificate of Origin.

The above documents shall be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

#### **6. Insurance (GCC Clause 11)**

For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destinations) on "All Risks" basis including War Risks and Strikes.

#### **7. Incidental Services (GCC Clause 13)**

**7.1** The following services covered under Clause 13 shall be furnished and the cost shall be included in the contract price of Schedule of Requirement Part A:

**7.1.1** Performance or supervision of the on-site assembly and/or start-up of the supplied Goods;

**7.1.2** furnishing of tools required for assembly and/or maintenance of the supplied Goods;

**7.1.3** furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;

**7.1.4** Training of the Purchaser's personnel at each location/office, where Video-conferencing system shall be installed, should be provided by the supplier for start-up, operation, maintenance and/or repair of the supplied Goods.

**7.2** The following services covered under Clause 13 shall be furnished and the cost shall be included in the contract price of Schedule of Requirement Part B

**7.2.1** Comprehensive Annual Maintenance Contract (CAMC) for all equipments including Hardware, Software and Accessories supplied under the contract, for a period of five year. The terms & conditions of CAMC shall be as given under Comprehensive Annual Maintenance Contract at Annexure-A

**8.** Supplier shall regularly intimate progress of supply, in writing, to the Purchaser as under:

- Quantity offered for inspection and date;
- Quantity accepted/rejected by inspecting agency and date;
- Quantity dispatched/delivered to consignees and date;
- Quantity where incidental services have been satisfactorily completed with date;
- Quantity where rectification/repair/replacement effected/completed on receipt of any communication from consignee/Purchaser with date;
- Date of completion of entire Contract including incidental services, if any; and
- Date of receipt of entire payments under the Contract
- (in case of stage-wise inspection, details required may also be specified).

**PART - A**

S.N	Brief Description	Qty		Delivery Schedule
1.	<b>Bridge / MCU</b>	1		
2.	<b>HD Single Point Endpoint Specification with 10x Camera with 2 Multi Directional Desk Microphones</b>	204	Comprehensive Annual Maintenance Charge for Video-conferencing System along with all accessories, installed at all 204 Locations including all Hardware, Software and Accessories supplied under the contract for a period of three years after warranty period (2 years) and Up-gradation of all software associated with Video conferencing.	Within 45 days from the date of issue of supply order
3.	<b>Digital Signal Processor :</b>	4		
4.	<b>FOH Speakers</b>	20		
5.	<b>Amplifier</b>	10		
6.	<b>LED 42"/ 46" / 55"/75"</b>	204		
7.	<b>Wireless Mics</b>	10		
8.	<b>Installation Commissioning Testing &amp; Training</b>	204		
9.	<b>Video/ Conference Recording Unit</b>	2		

*Note :- Quantity of the above items may be increased or decreased as per the availability of the funds.*

**PART-B**

S.N.	Description of Hardware/Software	Quantity		
1.	<b>Desktop Computer</b>	200		
2.	<b>Laptops</b>	4		
3.	<b>Projector Screen</b>	200		
4.	<b>Automated Projector Screen</b>	4		
5.	<b>Projector</b>	204		
6.	<b>Rack 17"/32" / 48"U</b>	204		

*Note :- Part A & Part B can be quoted separately and not binding to any firm to participate in both the parts.*

## SECTION VI - TECHNICAL SPECIFICATIONS

S.No.	Features
<b>1</b>	<b>Bridge - High Performance Platform</b>
1.1	The MCU should be real time media conferencing platform providing a high performance, scalable, IP network (H.323 and SIP) solution with feature rich easy to use multipoint video and integrated (video, audio, and content) conferencing features. All ports on the MCU should support transcoding and speed matching either if the EPs connection video or audio-only
1.2	Bidders should quote a hardware based standalone platform for MCU; software based MCU and embedded MCU on video end points are not acceptable.
1.3	All the VC Components like MCU, VC End Points including Camera Kodak, Mics should be from the same OEM.
<b>2</b>	<b>Capacity</b>
2.1	The video conferencing system shall support up to 35 participants with dedicated encode and decode streams and the quality of experience for users experience must not be affected by other users actions.
2.2	Flexible resource capacity supports:
2.2 a	Up to 35 HD @ 720p/ 1080p resources
2.2 b	All the MCU features including various types of conferences should be available for all the quoted 35 ports of the MCU. The cascading of MCU should not result in any loss of system ports, performance, features and system functionality.
2.3	4Mbps per port
2.4	Flat capacity regardless of the video codecs used.
2.5	The MCU should not present any port loss or loss in FPS (30 or 60 FPS) even when using more CPU consuming video codecs as H.263/ H.263+.
<b>3</b>	<b>High Definition</b>
3.1	High Definition (HD) refers to high quality picture resolution. An HD compliant endpoint should connect to a conference at a resolution of 1280x720 (720p) and the bit rate of 1024 kbps ~2 Mb. MCU should also support 1080p.
<b>4</b>	<b>Hardware Characteristics</b>
4.1	Encoder, Decoder and Scalers dedicated for each of the 35 ports
4.2	Support for Gigabit networks
<b>5</b>	<b>Video Support</b>
5.1	H.263
	H.263+
	H.264
5.2	Up to 35 high definition (HD) 720p in continuous presence (CP) transcoding
5.3	Up to 60 frames per second
5.4	16:9 aspect ratio
5.5	A user that is connecting to a conference at a lower speed should not force the rest of the participants to downgrade their individual speeds to meet that user's speed i .e. independent port transcoding
5.6	H.239 Content in H264 Format (720p60) and (1080p) and price quoting for both on separate sheets
<b>6</b>	<b>Video resolution</b>
6.1	Supporting for all common resolutions: 1080p30 (@ 1.7Mbps or less), 720p60 (@ 1.1Mbps or less), 720p30 (@ 768Kbps or less), XGA (1024x768), SVGA (800x600), 4SIF (640x480), 4CIF (704x576), VGA (640x480), 384p (x384) Letterbox 4:3 – The MCU must support 16:9 and 4/3 video aspects in native mode. Endpoints only supporting 4:3 aspect should be seen in their native format (not stretched)
<b>7</b>	<b>Audio Support</b>
7.1	AAL-LC, G.722.1 Annex C, G.722, Siren 14, G.711 (u-law), G.711 (a -law), Mpeg-4 AAC-LC or equivalent.

<b>8</b>	<b>MCU Management</b>
8.1	Firmware upgrades through remote administration UI
8.2	Ability to retain the previous firmware image and to switch back to it whenever desired (e.g. in case a firmware upgrade fails). This switch back should also set all preferences to their default (factory reset)
8.3	Multiple user access levels on the remote administration UI
8.4	Support for serial console / IP based connection with ability to setup at least the following basic parameters: IP addressing info, Time Zone, Support for at least the following log types: Event Logs, Troubleshooting Logs and CDRs.
<b>9</b>	<b>Call Scheduling</b>
9.1	Ability to schedule MCU calls from the remote administration UI (no need for external software) with possibility to define:
<b>10</b>	<b>Network Characteristics</b>
10.1	Supported Protocols
10.2	Call signaling - H.323 v4, SIP
10.3	Miscellaneous - IPV4, NTP, 802.1Q (VLAN ID)
10.4	Dual streaming - H.239
10.5	Support for QoS (IP Serv and Diff Serv)
10.6	Microsoft OCS & Lync integration 2013 (OPTIONAL)
<b>11</b>	<b>HD Single Point Endpoint Specification</b>
11.1	The system should support the following video standards H.263, H.263+, H.264 or equivalent.
11.2	The system should support H.323, H.320, SIP and other equivalents
11.3	The System should support Full HD Resolution 1080p30/1080p60fps, 720p60, & 720p30
11.4	The system must support 16:9 aspect ratio
11.5	The system should support minimum 30 frames per second from 168 kbps and beyond.
11.6	The system should support H.239 for data sharing
11.7	The system should support the following video inputs -:
11.8	One HDMI/ DVI-I Input for the camera or equivalent (which does not affect the performance)
11.9	One DVI-I/VGA input for Data Sharing/Document camera
11.10	The System should have the following video output-:
11.11	System should have any 2 HD outputs
11.12	The system should support the following audio standards-:G.711, G.722, G.722.1C, G.728, G.729, M PEG4-AAC-LC/ LD or equivalent.
11.13	The system should support the following audio inputs -:
11.14	One Line in
11.15	One Mic-in (can vary for different manufacturers)
11.16	The system should support the following audio outputs -:
11.17	One Line Out
11.18	The system should support audio conferencing phone integration
11.19	The system should support 128 to 6 Mbps in a Point to Point call
11.20	The system should support 1 PRI and a backup of 1 BRI
11.21	The system should support dual HD Display
11.22	Directory services - Should support Local and Global directories
11.23	Should support LDAP and H.350 protocols for directory transfer.
11.24	Miscellaneous- Immediate calls for more than 10 or more numbers can be viewed with full details on the main menu. For analyzing call details and records, it should be possible to extract CDR information from MCU and from the endpoint also.
11.25	Directory services - Should support Local and Global directories
11.26	Should support LDAP and H.350 protocols for directory transfer.
11.27	External devices – Should have USB/ RS232 port for software upgrade or



	diagnostics.
11.28	Miscellaneous- Immediate calls for more than 10 numbers can be viewed with full details on the main menu.
11.29	Operating conditions: 230 volts, 50 Hz and PAL video standard
<b>12</b>	<b>Camera HD</b>
12.1	The camera should be Full HD
12.2	The camera should have minimum 10x optical Zoom or higher
<b>13</b>	<b>Omni Directional Desk Microphones</b>
13.1	Polar Pattern : cardioid polar pattern or available with the latest technology
13.2	Frequency response : 100hz - 16Khz or better
13.3	S/N : 60dB(A) or better
13.4	Termination : Male 3pin XLR or compatible with system
<b>14</b>	<b>Digital Signal Processor</b>
14.1	Input :- Each input of the device shall provide 22 kHz bandwidth stereo acoustic echo cancellation processing, upto 20dB of ambient noise cancellation, automatic gain control, digital gain with, and upto one second of audio delay (or better system)
14.2	Device should provide minimum 2 microphones wired or cordless / line AEC inputs shall be provided and all inputs shall have equivalent input processing and support microphone or line level signals.
14.3	All inputs from the linked devices shall be available to all outputs
14.4	The digital audio device shall operate with 22 kHz audio bandwidth (0Hz - 22 kHz) and 48 kHz sample rate and be capable using two simultaneous references for stereo operation on every input
14.5	The unit shall provide user selectable amounts of ambient noise cancellation on each microphone input from 0 to 20 dB
14.6	The noise cancellation shall effectively cancel steady state ambient noise at all frequencies without causing any perceptible degradation of human voice or other transient sounds.
14.7	Dynamics processing compensation for level variation.
<b>15</b>	<b>Connectors (or system compatible connectors)</b>
15.1	RJ - 45 land interface or compatible to proposed system.
15.2	Power supply
15.3	Input voltage of 90-250 VAC; 50-60 Hz
15.4	0 to 50 degree C operating temperature
15.5	Frequency response: 20-22,000 Hz, +0.1 / - 0.3 dB
15.6	cross talk: <-75dB, 20-22000 Hz, 1 kHz
15.7	Latency : Mic / Line inputs to outputs: 20 ms, AEC and
15.8	Acoustic Echo Cancellation Span: 200ms or better
15.9	RJ - 45 or USB (compatible with the proposed system) control interface.
<b>16</b>	<b>FOH Speakers</b>
16.1	Frequency response - (-3dB) (1) 90 Hz - 25 kHz or better
16.2	Frequency range - (-10dB) (1) 80 Hz - 30 kHz or better
16.3	System Sensitivity - (1w @1 m) (2) 88dB or better
16.4	Dispersion (-6dB) 90 degree conical preferably
16.5	Average 105dB or better
16.6	Peak 111dB or better
16.7	Power Handling
16.8	Average 50w or better
16.9	Programme 100w or better
16.10	Peak 200W or better
16.11	Multi angle bracket
<b>17</b>	<b>Amplifier</b>
17.1	High performance, lightweight Class-D amplifier – weighing less than 15lbs or better.
17.2	XLR, 1/4", RCA Inputs to ensure compatibility with any source

<b>18</b>	<b>Wireless Mics.</b>
18.A1	Channels 4 or 8 channels per system
18.A2	Radio Frequency Africa, Asia, Australia and Europe: 1880 to 1900 MHz
18.A3	Range 300 feet (90 meters) approx. (no obstruction) Out of range alarm
18.A4	Band width 50-14000Hz
18.B	Base Station
18.B1	Power 100-240V, 50-60 Hz, 20W
18.B2	Connectors/Interfaces IEC Universal power connector Channel LED indicators Pairing Push Buttons Configuration DIP Switches (8) 3.4 mm Mini Phoenix Line Level Inputs and Line/Mic Level outputs per channel DB9 RS-232 serial RJ45 LAN 3.5 Mini Phoenix serial bus
18.B3	Display High resolution LCD display
18.C	Charger Base
18.C1	Power 24 V DC, 1 A 100-240V, 50-60 Hz; Power supply included
18.C2	Connector Interfaces 4 or 8 proprietary 4 pin microphone charge jacks USB port for firmware update only
<b>19</b>	<b>LCD 42" / 46" / 52" /55"/75"</b>
19.1	The Display should have aspect ratio of 16:9. or higher.
19.2	The Display should support true resolution of 1920X1080 pixels.
19.3	The Display should have minimum (Native) contrast ratio of 3000:1.
19.4	The Display should have minimum life span of 50,000 Hrs.
19.5	The display should have a high Brightness of 450 Cd/m2 or higher.
19.6	The display should support the following video standards: NTSC, Modified NTSC, PAL, PAL 60 and SECAM
19.7	The display should have following input terminals.
19.8	a) RGB Input –Mini D-Sub 15 PIN x 1 (For connecting PC/LAPTOP)
19.9	b) DVI-D In – 24+1 PIN (For More Laptop)
19.10	c) RS-232C - D-Sub 9 PIN X 1 (For programming ) ( Input and Output) or RJ- 45 LAN Interface.
19.11	e) HDMI In – 2(For connecting DVD Players in future)
19.12	d) LAN port - RJ45
19.13	The LCD should have in-built speakers (minimum 10W x 2)
19.14	a) Auto Power off (For saving the power consumption when not in use)
19.15	b) Power Saver Mode (For saving power if not in use for short duration)
19.16	The Display should support various types of mounting accessories like:
19.17	a) Wall Mount Bracket
19.18	The display should have the following standards certification
19.19	a) RoHS compliant - For environment
19.20	b) UL/ IEC - For safety
19.21	c) FCC CISPR22 Class B - For radiations regulation
19.22	Energy Star 5.0 Certified (product should be listed in Energy Star Website for Energy Star 5.0 Certification)
19.23	The Display should have warranty for five years comprehensive including LCD panel.
<b>20</b>	<b>Conference recording unit and Video streaming Server.</b>
20.1	Recording and streaming server with necessary licenses must be supplied by the OEM as hardware/appliance with embedded OS or NoN-windows OS. 3rd party hardware or servers are not acceptable
20.2	User must be able to initiate a recording from the VC unit, without using the management application
20.3	Recording feature must support flexible licensing
20.4	User must be able to create HD video recordings with data sharing while in a

	video call or even outside a video call
20.5	Streaming application must support Windows and MAC OS, to view the live streams
20.6	Recording application must record H.293 session too, which means video plus presentation, apart from video session. It must be possible to playback the H.239 session (video+presentation) as a single stream
20.7	Viewers must be able to view both data sharing and main video during streaming.
20.8	Live and on-demand recordings must be available for viewing on mobile devices like iPad/iPhone/iPod.
20.9	The web-based user interface must allow some customization, including branding capability.
20.10	The streaming/recording solution must allow a single recording to be streamed live in multiple bitrates, minimum two.
20.11	Recording should be supported with PIN protection
20.12	Admin must be able to monitor all the ongoing video recordings, define the bit rate of the recording/streaming, control the length of recording/streaming
20.13	Must support multicasting
20.14	Should be able to search the recorded files using the web-based user interface
20.15	Recording & streaming server must support 5 HD recording concurrent and 500 web streams. Scalable to 10 HD concurrent recording and 1000 more web streams in the same device without changing the hardware
<b>21</b>	<b>Video Conferencing on Laptop/desktops, Smartphones with iOS and Android platform</b>
21.1	Desktop/laptop, Smartphone based conferencing server with necessary licenses must be supplied by the OEM as hardware/appliance. 3rd party servers or hardware is not acceptable
21.2	Desktop/laptop, Smartphone based conferencing server shall feature free unlimited user accounts
21.3	Desktop/laptop, Smartphone based conferencing server shall feature a unified directory across desktops, mobile devices, and room systems
21.4	Desktop/laptop, Smartphone based conferencing server shall feature the ability to ring all of a user's devices at once
21.5	Desktop/laptop, Smartphone based conferencing server shall allow for the live transfer of video calls between desktops and mobile devices
21.6	Desktop/laptop, Smartphone based conferencing server shall allow for the creation of call routing rules and dial plans
21.7	Desktop/laptop, Smartphone based conferencing server shall allow registration of H.323 and SIP devices for gate keeping purposes
21.8	Desktop/laptop, Smartphone based conferencing server shall feature up to Full HD (1080p) video
21.9	Desktop/laptop, Smartphone based conferencing server shall work on both Windows and Mac operating systems
21.10	Desktop/laptop, Smartphone based conferencing server shall work on both Android and iOS smart phones and tablets
21.11	Desktop/laptop, Smartphone based conferencing server shall be standards-based and connect to any H.323 or SIP device
21.12	Desktop/laptop, Smartphone based conferencing server should support the following operating systems: Windows XP/ 2003/Vista/7/8 (including 64 bit versions), Mac OS X 10.6+, Android 2.1+ and iOS 4.2+
21.13	Desktop/laptop, Smartphone based conferencing server shall feature a free guest client and unlimited guest invitations
21.14	Desktop/laptop, Smartphone based conferencing server shall allow for concurrent-use licensing per port
21.15	Desktop/laptop, Smartphone based conferencing server shall feature built-in NAT/firewall traversal

21.16	Desktop/laptop, Smartphone based conferencing server shall feature real-time data sharing with H.239 presentation
21.17	Desktop/laptop, Smartphone based conferencing server shall feature presence and instant messaging
21.18	Desktop/laptop, Smartphone based conferencing server shall feature far end camera control
21.19	Desktop/laptop, Smartphone based conferencing server shall feature user group management
21.20	Desktop/laptop, Smartphone based conferencing server shall feature H.323/SIP encryption with AES
21.21	Desktop/laptop based video conferencing software must support minimum 10 concurrent call licenses and 200 client software downloads. Possible to scale up to 400 client software downloads without changing the hardware
22	Single Monitor/ Dual Monitor / Display Cart with Castor for Video Conferencing.
<b><u>Part B Technical Specification.</u></b>	
1.	<b>Desktop:-</b> 4th Generation Intel® Core™ i3-4130 Processor (3M Cache, 3.4 GHz) Windows 8.1 Single Language (64Bit) English 4GB Single Channel DDR3 1600MHz - 1 DIMM 500GB 7200 rpm SATA 6Gb/s Hard Drive
2.	<b>Laptop :-</b> 2.3 GHz or 2.6 GHz quad core Intel Core i7 Processor 4 GB or 8 GB RAM 500 GB or 750 GB Hardisk NVIDIA GeForce GT 650M Graphic processor Thunderbolt port Two USB 3 ports SDXC card slot FaceTime 1.2 MP HD camera Multi-touch trackpad Built-in 802.11n Wi-Fi wireless technology Bluetooth 4.0 wireless technology Built-in 7 hour battery backup Weight: 2.56kg
3.	<b>Projector Screen:-</b> Its a 8' x 6' Wall Type Projector Screen with a spring action technology. This is the Wall Type Projector Screen in Imported Matt White Fabric with a top class gain of 1.2. This Projector Screen can be easily hanged on the wall with the help of two nails...You have to just pull down the screen & fix it on the two nails at the bottom to stop the screen otherwise the screen will automatically move up. This screen works on the spring action technology.
4.	<b>Automated Projector Screen:-</b> Its a 8' x 6' Motorized Screen Plug & Play with built-in Low Voltage Controller (LP) and Plug & Play with built-in Quiet and Low Voltage Controller.
5.	<b>Projector :-</b> sleek and light weight, suitable for portable use. Other than adopting 3LCD projection system and utilizing BrightEra™ technology, it also has latest energy and cost saving features like lamp control technology and long lasting lamp. Native XGA (1,024 x 768) resolution with at least 2,300 lumens Auto power saving with brightness adjustment and lamp dimming

	Long-lasting lamp (up to 7,000h low mode) 1W Speaker HDMI Input Brigh Era™ Panel
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## SECTION VI -A : QUALIFICATION CRITERIA

(Referred to in Clause 13.3.2 of ITB)

1. The bidder should be a manufacturer who must have manufactured, tested and supplied the equipment(s) similar to the type specified in the 'schedule of requirements' up to at least 2 Video-Conferencing System with all accessories, including commissioning of any one during the last 3 years. The equipments offered for supply must be of the most recent series models incorporating the latest improvements in design and be in satisfactory operation for at least 12 months as on date of bid opening. Further, bidder should be in continuous business of manufacturing products similar to that specified in the schedule of requirements during the last three years prior to bid opening.
2. Bids of bidders quoting as authorized representative of Video-Conferencing System Manufacturer, meeting with the above requirement in full, can also be considered provided:-
  - a. the manufacturer furnishes authorization in the prescribed format assuring full guarantee and warranty obligations as per GCC and SCC to the authorized local representative; and
  - b. the bidder, as authorized representative, has supplied, installed and commissioned satisfactorily at least 2 nos. of the Video-Conferencing System of any OEM similar to the type specified in the Schedule of Requirements in the last three years which must be in satisfactory operation for at least 6 months on the date of bid opening and must be providing annual maintenance services.
3. The bidder should furnish the information on all past supplies and satisfactory performance for both (a) and (b) above, in proforma under section XI.
4. All bids submitted shall also include the following information along with formats under Section XV.
  - a. Copies of original documents defining the constitution or legal status, place of registration and principle place of business of the company or firm or partnership, etc.
  - b. The bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity and experience (both technical and commercial) for supply of the required systems and equipment within the specified time of completion after meeting all their current commitments.

- c. The bidder should clearly confirm that all the facilities exist in his factory, in India for inspection and testing and these will be made available to the Purchaser or his representative for inspection.
  - d. Details of Service Centers and information on service support facilities that would be provided after the warranty period [in the Service Support Form given in Section XIV.
5. Reports on financial standing of the Bidder such as profit and loss statements, balance sheets and auditor's report for the past three years, banker's certificates etc.
  6. Should have valid Income tax and sale tax/VAT registration no. (copy to be attached)

**SECTION 3-A**  
**TECHNICAL RESPONSIVENESS FORM**  
**RELATED TO PROCUREMENT OF VIDEO CONFERENCING SYSTEM**  
**REF BID NO MP/SLSA/01/2014-2015**

1. The minimum technical specification requirements for the Video conferencing system to be installed at locations are given in Technical Specifications of bid document. However, the actual technical proposal can have higher or better technical performance parameters and the minimum specifications proposed should not be taken as a constraint on the upper side. The technical specifications given in Technical Specifications of bid documents are descriptive.
2. The bidder shall submit a detailed item-wise compliance / non-compliance statement referring Para-wise to the requirements given in this document. The compliance statement shall be supported by original brochure(s) of the equipment or sub component from the manufacturer. In case the original brochure is silent on any part of tender specification, it shall be supported by an undertaking by the manufacturer, if claimed complied.
3. Silence on any part of the technical specification or failure / omission to provide any such details will be treated as **non-responsive**.

**Summary of Instructions**

1. Particulars of Manufacturer and local agent cum representative are to be given along with Address.
2. All entry boxes shall be filled-in accurately and comprehensively. Quantitative fields shall be filled in accurately. It is not acceptable to use Yes, No, Compliant or similar evading words. Following format is designed to help the Bidder to understand the requirements of the equipment being procured. The Bidder must describe in the format how his bid responds to the technical requirements/specifications of the equipment. One or two responses (e.g. “Yes”, “No” “will comply” or similar evading words) are normally not sufficient to confirm the responsiveness with the technical requirements, hence elaborate responses are sought.  

**“Even if any one of the following technical requirements of equipment is not as per the minimum criteria mentioned, the bids would be declared “non-responsive” and would not further be considered for evaluation purposes.”**
3. Related pamphlets and information shall be enclosed with the bid and be unambiguously associated with instruments as offered in the bid. Negligence to comply with the instructions and requirements as stated above makes the bid liable to be rejected. **Entries requiring special attention:**
4. The bidder’s experience with the offered equipment should be clearly reflected. The proposed maintenance interval and the recommended spares as offered in the bid shall be based on instrument deployment history. The training proposal shall be based on experience in similar cases. Moreover, it shall consider the educational level and specialization of the trainees.

<b>Model</b>	<b>VC Equipment Model</b>	<b>-----make and model</b>
Address	<b>VC Equipment Manufacturer</b>	<b>Local Agent for VC Equipment manufacturer:</b>
	Name	Name
	Place	Place
	Tel:	Tel:
	Fax:	Fax:
	E-mail:	E-mail:
	wwwweb:	wwwweb:

S. No.	Features	Manufacturer	As per Technical Specification	As offered for bidder	Remark
<b>1</b>	<b>Bridge - High Performance Platform</b>				
1.1	The MCU should be real time media conferencing platform providing a high performance, scalable, IP network (H.323 and SIP) solution with feature rich easy to use multipoint video and integrated (video, audio, and content) conferencing features. All ports on the MCU should support transcoding and speed matching either if the EPs connection video or audio-only				
1.2	Bidders should quote a hardware based standalone platform for MCU; software based MCU and embedded MCU on video end points are not acceptable.				
1.3	All the VC Components like MCU, VC End Points including Camera Kodak, Mics should be from the same OEM.				
<b>2</b>	<b>Capacity</b>				
2.1	The video conferencing system shall support up to 35 participants with dedicated encode and decode streams and the quality of experience for users experience must not be affected by other users actions.				
2.2	Flexible resource capacity supports:				
2.2 a	Up to 35 HD @ 720p/ 1080p resources				
2.2 b	All the MCU features including various types of conferences should be available for all the quoted 35 ports of the MCU. The cascading of MCU should not result in any loss of system ports, performance, features and system functionality.				
2.3	4Mbps per port				
2.4	Flat capacity regardless of the video codecs used.				
2.5	The MCU should not present any port loss or loss in FPS (30 or 60 FPS) even when using more CPU consuming video codecs as H.263/ H.263+.				
<b>3</b>	<b>High Definition</b>				
3.1	High Definition (HD) refers to high quality picture resolution. An HD compliant endpoint				



	should connect to a conference at a resolution of 1280x720 (720p) and the bit rate of 1024 kbps ~2 Mb. MCU should also support 1080p.				
<b>4</b>	<b>Hardware Characteristics</b>				
4.1	Encoder, Decoder and Scalers dedicated for each of the 35 ports				
4.2	Support for Gigabit networks				
<b>5</b>	<b>Video Support</b>				
5.1	H.263				
	H.263+				
	H.264				
5.2	Up to 35high definition (HD) 720p in continuous presence (CP) transcoding				
5.3	Up to 60 frames per second				
5.4	16:9 aspect ratio				
5.5	A user that is connecting to a conference at a lower speed should not force the rest of the participants to downgrade their individual speeds to meet that user's speed i .e. independent port transcoding				
5.6	H.239 Content in H264 Format (720p60) and (1080p) and price quoting for both on separate sheets				
<b>6</b>	<b>Video resolution</b>				
6.1	Supporting for all common resolutions:				
	1080p30 (@ 1.7Mbps or less), 720p60 (@ 1.1Mbps or less), 720p30 (@ 768Kbps or less), XGA (1024x768), SVGA (800x600), 4SIF (640x480), 4CIF (704x576), VGA (640x480), 384p (x384) Letterbox 4:3 – The MCU must support 16:9 and 4/3 video aspects in native mode. Endpoints only supporting 4:3 aspect should be seen in their native format (not stretched)				
<b>7</b>	<b>Audio Support</b>				
7.1	AAL-LC, G.722.1 Annex C, G.722, Siren 14, G.711 (u-law), G.711 (a -law), Mpeg-4 AAC-LC or equivalent.				
<b>8</b>	<b>MCU Management</b>				
8.1	Firmware upgrades through remote administration UI				
8.2	Ability to retain the previous firmware image and to switch back to it whenever desired (e.g. in case a firmware upgrade fails). This switch back should also set all preferences to				

	their default (factory reset)				
8.3	Multiples user access levels on the remote administration UI				
8.4	Support for serial console / IP based connection with ability to setup at least the following basic parameters: IP addressing info, Time Zone, Support for at least the following log types: Event Logs, Troubleshooting Logs and CDRs.				
<b>9</b>	<b>Call Scheduling</b>				
9.1	Ability to schedule MCU calls from the remote administration UI (no need for external software) with possibility to define:				
<b>10</b>	<b>Network Characteristics</b>				
10.1	Supported Protocols				
10.2	Call signaling - H.323 v4, SIP				
10.3	Miscellaneous - IPV4, NTP, 802.1Q (VLAN ID)				
10.4	Dual streaming - H.239				
10.5	Support for QoS (IP Serv and Diff Serv)				
10.6	Microsoft OCS & Lync integration 2013 (OPTIONAL)				
<b>11</b>	<b>HD Single Point Endpoint Specification</b>				
11.1	The system should support the following video standards H.263. H.263+, H.264 or equivalent.				
11.2	The system should support H.323, H.320,SIP and other equivalents				
11.3	The System should support Full HD Resolution 1080p30/1080p60fps, 720p60,& 720p30				
11.4	The system must support 16:9 aspect ratio				
11.5	The system should support minimum 30 frames per second from 168 kbps and beyond.				
11.6	The system should support H.239 for data sharing				
11.7	The system should support the following video inputs -:				
11.8	One HDMI/ DVI-I Input for the camera or equivalent (which does not affect the performance)				
11.9	One DVI –I/VGA input for Data Sharing/Document camera				
11.10	The System should have the following video output-:				
11.11	System should have any 2 HD outputs				
11.12	The system should support the following audio standards- :G.711, G.722.G.722.1C. G.728. G.729, M PEG4-AAC-LC/ LD or				

	equivalent.				
11.13	The system should support the following audio inputs -:				
11.14	One Line in				
11.15	One Mic-in (can vary for different manufacturers)				
11.16	The system should support the following audio outputs -:				
11.17	One Line Out				
11.18	The system should support audio conferencing phone integration				
11.19	The system should support 128 to 6 Mbps in a Point to Point call				
11.20	The system should support 1 PRI and a backup of 1 BRI				
11.21	The system should support dual HD Display				
11.22	Directory services - Should support Local and Global directories				
11.23	Should support LDAP and H.350 protocols for directory transfer.				
11.24	Miscellaneous- Immediate calls for more than 10 or more numbers can be viewed with full details on the main menu. For analyzing call details and records, it should be possible to extract CDR information from MCU and from the endpoint also.				
11.25	Directory services - Should support Local and Global directories				
11.26	Should support LDAP and H.350 protocols for directory transfer.				
11.27	External devices – Should have USB/ RS232 port for software upgrade or diagnostics.				
11.28	Miscellaneous- Immediate calls for more than 10 numbers can be viewed with full details on the main menu.				
11.29	Operating conditions: 230 volts, 50 Hz and PAL video standard				
<b>12</b>	<b>Camera HD</b>				
12.1	The camera should be Full HD				
12.2	The camera should have minimum 10x optical Zoom or higher				
<b>13</b>	<b>Omni Directional Desk Microphones</b>				
13.1	Polar Pattern : cardioid polar pattern or available with the latest technology				
13.2	Frequency response : 100hz - 16Khz or better				
13.3	S/N : 60dB(A) or better				
13.4	Termination : Male 3pin XLR or compatible with system				

<b>14</b>	<b>Digital Signal Processor</b>				
14.1	Input :- Each input of the device shall provide 22 kHz bandwidth stereo acoustic echo cancellation processing, upto 20dB of ambient noise cancellation, automatic gain control, digital gain with, and upto one second of audio delay (or better system)				
14.2	Device should provide minimum 2 microphones wired or cordless / line AEC inputs shall be provided and all inputs shall have equivalent input processing and support microphone or line level signals.				
14.3	All inputs from the linked devices shall be available to all outputs				
14.4	The digital audio device shall operate with 22 kHz audio bandwidth (0Hz - 22 kHz) and 48 kHz sample rate and be capable using two simultaneous references for stereo operation on every input				
14.5	The unit shall provide user selectable amounts of ambient noise cancellation on each microphone input from 0 to 20 dB				
14.6	The noise cancellation shall effectively cancel steady state ambient noise at all frequencies without causing any perceptible degradation of human voice or other transient sounds.				
14.7	Dynamics processing compensation for level variation.				
<b>15</b>	<b>Connectors (or system compatible connectors)</b>				
15.1	RJ - 45 land interface or compatible to proposed system.				
15.2	Power supply				
15.3	Input voltage of 90-250 VAC; 50-60 Hz				
15.4	0 to 50 degree C operating temperature				
15.5	Frequency response: 20-22,000 Hz, +0.1 / - 0.3 dB				
15.6	cross talk: <-75dB, 20-22000 Hz, 1 kHz				
15.7	Latency : Mic / Line inputs to outputs: 20 ms, AEC and				
15.8	Acoustic Echo Cancellation Span: 200ms or better				
15.9	RJ - 45 or USB (compatible with the proposed system) control interface.				
<b>16</b>	<b>FOH Speakers</b>				

16.1	Frequency response - (-3dB) (1) 90 Hz - 25 kHz or better				
16.2	Frequency range - (-10dB) (1) 80 Hz - 30 kHz or better				
16.3	System Sensitivity - (1w @1 m) (2) 88dB or better				
16.4	Dispersion (-6dB) 90 degree conical preferably				
16.5	Average 105dB or better				
16.6	Peak 111dB or better				
16.7	Power Handling				
16.8	Average 50w or better				
16.9	Programme 100w or better				
16.10	Peak 200W or better				
16.11	Multi angle bracket				
<b>17</b>	<b>Amplifier</b>				
17.1	High performance, lightweight Class-D amplifier – weighing less than 15lbs or better.				
17.2	XLR, 1/4", RCA Inputs to ensure compatibility with any source				
<b>18</b>	<b>Wireless Mics.</b>				
18.A1	Channels 4 or 8 channels per system				
18.A2	Radio Frequency Africa, Asia, Australia and Europe: 1880 to 1900 MHz				
18.A3	Range 300 feet (90 meters) approx. (no obstruction) Out of range alarm				
18.A4	Band width 50-14000Hz				
18.B	Base Station				
18.B1	Power 100-240V, 50-60 Hz, 20W				
18.B2	Connectors/Interfaces IEC Universal power connector Channel LED indicators Pairing Push Buttons Configuration DIP Switches (8) <b>3.5</b> mm Mini Phoenix Line Level Inputs and Line/Mic Level outputs per channel DB9 RS-232 serial RJ45 LAN 3.5 Mini Phoenix serial bus				
18.B3	Display High resolution LCD display				
18.C	Charger Base				
18.C1	Power 24 V DC, 1 A 100-240V, 50-60 Hz; Power supply included				
18.C2	Connector Interfaces 4 or 8 proprietary 4 pin microphone charge jacks USB port for firmware update only				
<b>19</b>	<b>LCD 42" / 46" / 52" /55"/75"</b>				
19.1	The Display should have aspect ratio of 16:9. or higher.				
19.2	The Display should support true				

	resolution of 1920X1080 pixels.				
19.3	The Display should have minimum (Native) contrast ratio of 3000:1.				
19.4	The Display should have minimum life span of 50,000 Hrs.				
19.5	The display should have a high Brightness of 450 Cd/m2 or higher.				
19.6	The display should support the following video standards: NTSC, Modified NTSC, PAL, PAL 60 and SECAM				
19.7	The display should have following input terminals.				
19.8	a) RGB Input –Mini D-Sub 15 PIN x 1 (For connecting PC/LAPTOP)				
19.9	b) DVI-D In – 24+1 PIN (For More Laptop)				
19.10	c) RS-232C - D-Sub 9 PIN X 1 (For programming ) ( Input and Output) or RJ- 45 LAN Interface.				
19.11	c) HDMI In – 2(For connecting DVD Players in future)				
19.12	d) LAN port - RJ45				
19.13	The LCD should have in-built speakers (minimum 10W x 2)				
19.14	a) Auto Power off (For saving the power consumption when not in use)				
19.15	b) Power Saver Mode (For saving power if not in use for short duration)				
19.16	The Display should support various types of mounting accessories like:				
19.17	a) Wall Mount Bracket				
19.18	The display should have the following standards certification				
19.19	a) RoHS compliant - For environment				
19.20	b) UL/ IEC - For safety				
19.21	c) FCC CISPR22 Class B - For radiations regulation				
19.22	Energy Star 5.0 Certified (product should be listed in Energy Star Website for Energy Star 5.0 Certification)				
19.23	The Display should have warranty for five years comprehensive including LCD panel.				
<b>20</b>	<b>Conference recording unit and Video streaming Server.</b>				
20.1	Recording and streaming server with necessary licenses must be supplied by the OEM as hardware/appliance with				

	embedded OS or NoN-windows OS. 3rd party hardware or servers are not acceptable				
20.2	User must be able to initiate a recording from the VC unit, without using the management application				
20.3	Recording feature must support flexible licensing				
20.4	User must be able to create HD video recordings with data sharing while in a video call or even outside a video call				
20.5	Streaming application must support Windows and MAC OS, to view the live streams				
20.6	Recording application must record H.293 session too, which means video plus presentation, apart from video session. It must be possible to playback the H.239 session (video+presentation) as a single stream				
20.7	Viewers must be able to view both data sharing and main video during streaming.				
20.8	Live and on-demand recordings must be available for viewing on mobile devices like iPad/iPhone/iPod.				
20.9	The web-based user interface must allow some customization, including branding capability.				
20.10	The streaming/recording solution must allow a single recording to be streamed live in multiple bitrates, minimum two.				
20.11	Recording should be supported with PIN protection				
20.12	Admin must be able to monitor all the ongoing video recordings, define the bit rate of the recording/streaming, control the length of recording/streaming				
20.13	Must support multicasting				
20.14	Should be able to search the recorded files using the web-based user interface				
20.15	Recording & streaming server must support 5 HD recording concurrent and 500 web streams. Scalable to 10 HD concurrent recording and 1000 more web streams in the same device without changing the hardware				
<b>21</b>	<b>Video Conferencing on Laptop/desktops, Smartphones with iOS and Android platform</b>				

21.1	Desktop/laptop, Smartphone based conferencing server with necessary licenses must be supplied by the OEM as hardware/appliance. 3rd party servers or hardware is not acceptable				
21.2	Desktop/laptop, Smartphone based conferencing server shall feature free unlimited user accounts				
21.3	Desktop/laptop, Smartphone based conferencing server shall feature a unified directory across desktops, mobile devices, and room systems				
21.4	Desktop/laptop, Smartphone based conferencing server shall feature the ability to ring all of a user's devices at once				
21.5	Desktop/laptop, Smartphone based conferencing server shall allow for the live transfer of video calls between desktops and mobile devices				
21.6	Desktop/laptop, Smartphone based conferencing server shall allow for the creation of call routing rules and dial plans				
21.7	Desktop/laptop, Smartphone based conferencing server shall allow registration of H.323 and SIP devices for gate keeping purposes				
21.8	Desktop/laptop, Smartphone based conferencing server shall feature up to Full HD (1080p) video				
21.9	Desktop/laptop, Smartphone based conferencing server shall work on both Windows and Mac operating systems				
21.10	Desktop/laptop, Smartphone based conferencing server shall work on both Android and iOS smart phones and tablets				
21.11	Desktop/laptop, Smartphone based conferencing server shall be standards-based and connect to any H.323 or SIP device				
21.12	Desktop/laptop, Smartphone based conferencing server should support the following operating systems: Windows XP/2003/Vista/7/8 (including 64 bit versions), Mac OS X 10.6+, Android 2.1+ and iOS 4.2+				
21.13	Desktop/laptop, Smartphone				



	based conferencing server shall feature a free guest client and unlimited guest invitations				
21.14	Desktop/laptop, Smartphone based conferencing server shall allow for concurrent-use licensing per port				
21.15	Desktop/laptop, Smartphone based conferencing server shall feature built-in NAT/firewall traversal				
21.16	Desktop/laptop, Smartphone based conferencing server shall feature real-time data sharing with H.239 presentation				
21.17	Desktop/laptop, Smartphone based conferencing server shall feature presence and instant messaging				
21.18	Desktop/laptop, Smartphone based conferencing server shall feature far end camera control				
21.19	Desktop/laptop, Smartphone based conferencing server shall feature user group management				
21.20	Desktop/laptop, Smartphone based conferencing server shall feature H.323/SIP encryption with AES				
21.21	Desktop/laptop based video conferencing software must support minimum 10 concurrent call licenses and 200 client software downloads. Possible to scale up to 400 client software downloads without changing the hardware				
22	Single Monitor/ Dual Monitor / Display Cart with Castor for Video Conferencing.				

**Part B Technical Specification.**

1.	<b>Desktop:-</b> 4th Generation Intel® Core™ i3-4130 Processor (3M Cache, 3.4 GHz) Windows 8.1 Single Language (64Bit) English 4GB Single Channel DDR3 1600MHz - 1 DIMM 500GB 7200 rpm SATA 6Gb/s Hard Drive				
2.	<b>Laptop :-</b> 2.3 GHz or 2.6 GHz quad core Intel Core i7 Processor 4 GB or 8 GB RAM 500 GB or 750 GB Hardisk NVIDIA GeForce GT 650M				

	<p>Graphic processor</p> <p>Thunderbolt port</p> <p>Two USB 3 ports</p> <p>SDXC card slot</p> <p>FaceTime 1.2 MP HD camera</p> <p>Multi-touch trackpad</p> <p>Built-in 802.11n Wi-Fi wireless technology</p> <p>Bluetooth 4.0 wireless technology</p> <p>Built-in 7 hour battery backup</p> <p>Weight: 2.56kg</p>				
3.	<p><b>Projector Screen:-</b> Its a 8' x 6' Wall Type Projector Screen with a spring action technology. This is the Wall Type Projector Screen in Imported Matt White Fabric with a top class gain of 1.2. This Projector Screen can be easily hanged on the wall with the help of two nails...You have to just pull down the screen &amp; fix it on the two nails at the bottom to stop the screen otherwise the screen will automatically move up. This screen works on the spring action technology.</p>				
4.	<p><b>Automated Projector Screen:-</b> Its a 8' x 6' Motorized Screen (Remote Control) Plug &amp; Play with built-in Low Voltage Controller (LP) and Plug &amp; Play with built-in Quiet and Low Voltage Controller.</p>				
5.	<p><b>Projector :-</b> sleek and light weight, suitable for portable use. Other than adopting 3LCD projection system and utilizing BrightEra™ technology, it also has latest energy and cost saving features like lamp control technology and long lasting lamp. Native XGA (1,024 x 768) resolution with at least 2,300 lumens</p> <p>Auto power saving with brightness adjustment and lamp dimming</p> <p>Long-lasting lamp (up to 7,000h low mode)</p> <p>1W Speaker</p> <p>HDMI Input</p> <p>Brigh Era™ Panel</p>				

**Methodology for clause no. 25.4.4 of ITB to be adopted:-**

Total 21 specific points serialized in the table or their sub points as mentioned in the technical specifications will be considered for each drop in the performance of the system and these drop points will be accumulative and calculation will be done accordingly.

Technical literature should also be attached with the bid.

**SECTION VII: BID FORM AND PRICE SCHEDULE**

**BID FORM**

**IFB No:** \_\_\_\_\_

**Date** : \_\_\_\_\_

To: **Member Secretary, Madhya Pradesh State Legal Services Authority, Jabalpur  
Madhya Pradesh.**

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Addenda Nos.. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Procurement, testing and commissioning of 204 Units of Video-Conferencing System / Tele presence with necessary hardware for mediation centers of the state of Madhya Pradesh. (Address enclosed)** in conformity with the said bidding documents for the sum of Rs. \_\_\_\_\_ *(Total bid amount in words and figures)* or such other sums as may be \_\_\_\_\_

ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid. We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to **10%** percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this bid for the Bid validity period specified in Clause 16.1 of the Bid Data Sheet and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:-

<u>Amount</u>	<u>Rupees</u>	
Name and address of agent		Purpose of Commission or gratuity

(if none, state “none”).

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery. We understand that you are not bound to accept the lowest or any bid you may receive.

We clarify/confirm that we comply with the eligibility requirements as per ITB Clause 2 of the bidding documents.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2011

***(signature)***

\_\_\_\_\_ *(in the capacity of)*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

**SCHEDULE****Part 'A'**

IFB No:

<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
S.N.	Description of goods	Qty	Unit price In (Rs)	Price per line item Date :__for inland transportation and other services required in the purchase country to convey the goods to their final destination	Cost of local labour, raw materials and components form with origin in the purchasers country % of column 4	Sales and other taxes payable per line item if contract is awarded (in accordance with ITB.	Total price per line item (col. 5+6)	Place of supply
1.	<b>Bridge / MCU</b>	1						Jabalpur
2.	<b>HD Single Point Endpoint Specification with 10x Camera with 2 Multi Directional Desk Microphones</b>	204						High Court, mpmlsa office, All District Court & Tehsil Complexes of the State.
3.	<b>Digital Signal Processor :</b>	4						Mpmlsa office
4.	<b>FOH Speakers</b>	20						Mpmlsa office
5.	<b>Amplifier</b>	10						Mpmlsa office
6.	<b>LED 42"/ 46" / 55"/75"</b>	204						One at each location
7.	<b>Wireless Mics</b>	10						Mpmlsa office
8.	<b>Installation Commissioning Testing &amp; Training</b>	204						At each location
9.	<b>Video/ Conference Recording Unit</b>	2						Mpmlsa office

**PART - B**

<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
S.N.	Description of goods	Qty	Unit price In (Rs)	Price per line item Date : _____ for inland transportation and other services required in the purchase country to convey the goods to their final destination	Cost of local labour, raw materials and components form with origin in the purchasers country % of column 4	Sales and other taxes payable per line item if contract is awarded (in accordance with ITB.	Total price per line item (col. 5+6)	Place of supply
1.	<b>Desktop Computer</b>	200						at each Location
2.	<b>Laptops</b>	4						Mpsla office
3.	<b>Projector Screen</b>	200						at each Location
4.	<b>Automated Projector Screen</b>	4						at each Location
5.	<b>Projector</b>	204						
6.	<b>Racks :-</b>	204						at each Location
a	<b>17"</b>							
b	<b>32"</b>							
c	<b>48"</b>							

*Note :- Part A & Part B can be quoted separately and not binding to any firm to participate in both the parts.*

**SECTION VIII: BID SECURITY FORM**

Whereas .....(herein after called the Bidder) has submitted its bid dated ..... (date of submission) the **Procurement, testing and commissioning of 204 Units of Video-Conferencing System / Tele presence with necessary hardware for mediation centers of the state of Madhya Pradesh.**

Know all people by these presents that We ..... (*name of bank*) of .....(name of country), having our registered office at.....(*address of bank*) (hereinafter called "the Bank"), are bound unto ..... (*name of purchaser*) (*here in after called" the purchaser"*) in the sum of ..... for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_ day of \_\_\_\_\_ 20\_\_.

The Conditions of this obligation are:

1. If the Bidder
  - (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or does not accept the correction of errors in accordance with the ITB; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity: fails or refuses to execute the Contract Form if required; or fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders;  
we undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the Bank)

1 *Name of Bidder*



**SECTION IX: CONTRACT FORM**

This Agreement made the ..... days of ..... , 20 ..... Between Member Secretary, Madhya Pradesh State Legal Services Authority, Jabalpur India (hereinafter called "the Purchaser") of the one part and ..... (*Name of Supplier*) of ..... (*City and Country of Supplier*) (hereinafter called "the Supplier") of the other part :

**WHERE AS** the Purchaser is desirous that certain Goods and ancillary services viz....., (*Brief description of goods and services*) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of .....(*Contract Price in Words and Figures*) (hereinafter called "the Contract Price").

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Bid Form and the Price Schedule submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.  
Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

S.No.	Brief Description of goods and services	Quantity to be supplied	Unit Price	Total Price	Delivery Terms

Total Value : .....

Delivery Schedule : .....

In Witness where of the parties here to have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the said ..... (For the Purchaser)  
in the presence of .....

Signed, Sealed and Delivered by the said ..... (For the Supplier)  
in the presence of .....

**SECTION X. PERFORMANCE SECURITY FORM**

To : Member Secretary, Madhya Pradesh State Legal Services Authority, Jabalpur  
Madhya Pradesh.

**WHERE AS** .....(Name of Supplier)

hereinafter called "the Supplier" has undertaken , in pursuance of Contract (Notification of Award) No .....dated, .....

21..... to supply.....(Description of Goods and Services) hereinafter called "the Contract".

**AND WHERE AS** it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the suppliers performance obligations in accordance with the Contract.

**AND WHEREAS** we have agreed to give the Supplier a Guarantee:

**THEREFORE WE** hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of .....(Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the ..... day of .....

Signature and Seal of Guarantors

Date .....

Address .....

**SECTION XI**

Performa for Performance Statement (for a period of last five years)

Bid No. .... Date of opening .....Time ..... Hours .....

Name of the Firm:

Order placed by ("full address of purchaser)	Order No. and date	Description and quantity of ordered equipment	Value of order	Date of completion of deliver		Remarks indicating reasons for late delivery, if any	Has the equipment been satisfactorily functioning (Attach a certificate from the Purchaser/Consignee)
				As per contract	Actual		
1	2	3	4	5	6	7	8

Signature and seal of the Bidder

**SERVICE SUPPORT DETAILS**

Name of Service Stations	Destination Address and District	Phone No. /Mobile phone No.	Telex /Fax No.	Office Working Days and Hours	Number of Service Engineers	Number of service Staff	Value of Minimum Stock Available at all times

Signature and Seal of the Manufacturer/Bidder

**SECTION XII**

(Please see Clause 13.3(a) of Instructions to Bidders)

**MANUFACTURERS' AUTHORIZATION FORM\***

No. .... Dated ..

To

Dear Sir:

IFB No.

We ..... who are established and reputable manufacturers of ..... *(name and description of goods offered)* having factories at *(address of factory)* do hereby authorize M/s ..... *(Name and address of Agent)* to submit a bid, and sign the contract with you for the goods manufactured by us against the above IFB.

No company or firm or individual other than M/s ..... are authorized to bid, and conclude the contract for the above goods manufactured by us, against this specific IFB. *(This para should be deleted in simple items where manufacturers sell the product through different stockists.)*

We hereby extend our full guarantee and warranty as per Clause 14 of the General Conditions of Contract for the goods and services offered for supply by the above firm against this IFB.

Yours faithfully,

(Name)

(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. It should be included by the Bidder in its bid.

\* Modify this format suitably in case where manufacturer's warranty and guarantee are not applicable for the items for which bids are invited.

**ANNEXURE - XV**  
**CAPABILITY STATEMENT OF PERSONNEL, EQUIPMENT, PLANT AND PAST PERFORMANCE**

BID NO .....

DATE OF OPENING : .....

NAME OF THE BIDDER:

1. Name and address of the bidder:
2. Phone :
3. Classifications :

1. Manufacturer Circle what is applicable
2. Authorized Agent
3. Dealer
4. Others, please specify

3. Plant:
  - a) Location
  - b) Description, Type and size of building
  - c) Is property on lease or free hold? If on lease indicate date of expiry of lease in each case.

4.
  - a) Type of equipments relevant to this bid/assignment manufactured and supplied during last 5 years.

Name of equipment	Capacity/ Size	Nos. Manufactured	Projects to which supplies are made	No. of orders on hand	Are the equipments functioning satisfactorily? (Attach a certificate from the Purchaser)

- b) Type of equipments relevant to this bid/assignment manufactured, supplied, installed and commissioned during last 5 years.

Name of equipment	Capacity/ Size	Nos. Manufactured	Projects to supplied, installed and commissioned	No. of orders on hand	Are the equipments functioning Satisfactorily? (Attach a certificate from the Purchaser)

5.
  - a) Types of equipments relevant to this bid Assignment supplied during last 5 years other than those covered under 4 (a) & 4 (b) above.

Name of equipment	Capacity/ Size and model	Nos. Manufactured and Country of origin	Total Nos. supplied in India	Projects to which supplies are made	No. of orders on hand	Are the equipments functioning satisfactorily? (Attach a certificate from the Purchaser)

- b) Type of equipments relevant to this bid/assignment supplied, installed and commissioned during last 5 years other than those covered under 4 (a) and (b) above

Name of equipment	Capacity / Size and model	Nos. Manufactured and Country of origin	Total Nos. supplied in India	Projects to which supplier are made	No. of orders on hand	Are the equipments functioning satisfactorily ? (Attach a certificate from the Purchaser)

6. Plant facilities:

Sq. Meter Remarks

- a) Space available for manufacture .....
- b) Space available for storage .....
- c) Space available for inspection items offered .....
- d) Space available for storage items offered .....
- e) Are buildings fire resistant? Yes/No
- f) Are premises approved by Municipal fire Production? .....
- g) Are buildings under Municipal fire Productions? .....
- h) Are power and fuel supply adequate to meet production requirements? ...
- i) Are adequate transportation facilities available? .....
- j) Are safety measures adequate for performance of proposed contract? .....
- k) Is adequate material handling available? .....

7. Details of testing / Quality Control facilities available

- a) List testing-equipment available
- b) Give details of tests which can be carried out on items offered.
- c) Details of the testing / Quality Control organization available.

8. Personnel/ Organization:

- a) Production
- b) Marketing
- c) Installation and Commissioning
- d) Service
- e) Spare parts
- f) Administrative

9. Nearest service center to Purchaser:

Location .....

Phone No .....

10. Details of organization at Service Centre

- a) No. of skilled employees.....
- b) No. of unskilled employees.....
- c) No. of engineering employees \.....
- d) No. of administrative employees.....
- e) List of special repair/ workshop facility available.....
- f) The storage space available for spare parts .....Sq.m
- g) Value of minimum stock of spares available at all the service centers in respective currency .....
- h) List of the models/ types by number of equipment serviced by the center in last 2 years.

11. Names of two buyers to whom similar equipment are supplied installed and commissioned in the past and to whom reference may be made by the purchaser regarding the bidder's technical and delivery ability :

1.....

2.....

12. List of components usually Subcontracted.....

13. Schedules for furnishing technical data and certified drawings after receipt of orders.....

14. Workload as percentage of total capacity for the current and forthcoming financial year on quarterly basis.





**Annexure-A**  
**Comprehensive Annual Maintenance Contract for maintenance of Video-Conferencing System along with All Accessories installed at 204 Mediation Centers of the State Madhya Pradesh.**

**Between Member Secretary, Madhya Pradesh State Legal Services Authority, Jabalpur**

**M/s .....**

**( Authorized representative of .....**)

This is an agreement made this .....day of .....,2011 between M/s .....(Authorized representative of M/s ..... (Contractor) and the Member Secretary, Madhya Pradesh State Legal Services Authority, Jabalpur (Employer) behalf of State Legal Services Authority, Jabalpur.

**WHERE AS:**

1. The Bidder is required to provide the Maintenance Services for five years starting from dd/mm/yyyy to dd/mm/yyyy and the Customer is desirous of entering in to a contract with Contractor for Comprehensive Annual Maintenance of the Video-Conferencing System along with all accessories installed at the following Offices:-
  1. High Court, Jabalpur and its benches Indore and Gwalior & MPSLSA, Jabalpur.
  2. 50 District Court Complexes of Madhya Pradesh. (As Mentioned Above)
  3. 150 Tehsil Court Complexes of Madhya Pradesh. (As Mentioned Above)
2. The Bidder has to render such services defined by the scope of this agreement and under the terms and conditions herein.
3. The-total value of the contract shall be Rupees (Rupees.....) only excluding taxes.

This agreement now witnessed as follows:

**a) SCOPE OF WORK:**

The scope of work is as follows- M/ s (Bidder) agrees to provide the following services under the contract to keep Video-Conferencing System in good working order:

- a) The services to be provided by the bidder under this contract shall include maintenance, in accordance with the terms and conditions laid down in the contract, of the Video-Conferencing System including all accessories and attachments of the equipments/ systems installed for Video-Conferencing and maintenance and up-gradation of all software installed in the Video-Conferencing System including/ providing of all required consumables, additional spare parts, repair of the defective equipment or the units/ parts thereof.
- b) Customer or any authorized Madhya Pradesh State Legal Services Authority,

Jabalpur officials working under Madhya Pradesh State Legal Services Authority, Jabalpur shall notify the bidder of any errors and malfunctions, which occur and noticed when equipment are in use, by fax/telephone/email/special messenger directly or through his Service Engineer(s) at his office address during normal working hours or at their residence after normal office hours and/or on holidays.

- c) Bidder shall provide maintenance services to the Madhya Pradesh State Legal Services Authority, Jabalpur at the sites where these Video-Conferencing System is installed and attend the defect(s) reported by the Customer, within a period of 3 (Three) days on receipt of the written complaint.
- d) Bidder shall, at his own cost, carry out repair of the defective equipment or parts thereof, to the satisfaction of the Madhya Pradesh State Legal Services Authority, Jabalpur and return the equipment after satisfactory repair within 10 (Ten) days from the date of written complaint/ request made. All charges towards collection, transportation of defective equipment, return of equipment after repair including cost of repair defective equipment or parts thereof, shall be borne by the Bidder and no charges on this account shall be paid by Madhya Pradesh State Legal Services Authority, Jabalpur.
- e) Operating System (OS) Support: This contract is inclusive of OS support on all the Video-Conferencing System covered under this contract. Any problem related with OS maintenance, reloading of OS with all device drivers, system configuration and network configuration will be attended and rectified by the Bidder. All required device drivers will be provided by the Bidder including OS up-gradation.
- f) Anti Virus Software (AVS) Support: The contract includes the full AVS support on all the systems. Any problem related with AVS support shall be attended and rectified by the Bidder. All required AVS support will be provided by the Bidder. However, Bidder will not be responsible for any data loss due to virus, hard disk or system failure.

## **2. PENALTY CLAUSE:**

Upon receipt of notification of defect in the system from Madhya Pradesh State Legal Services Authority, Jabalpur or any authorized Madhya Pradesh State Legal Services Authority, Jabalpur officials working under Madhya Pradesh State Legal Services Authority, Jabalpur if Bidder fails to take immediate corrective measures to rectify the defect, within the stipulate maximum response time stated above, the contractor is liable to pay penalty for unsatisfactory performance of maintenance services, in accordance with the criteria laid down below:

- 2.1** Video-Conferencing System continues to remain unattended by the Bidder for more than a day in excess of the time schedule of 3 days reckoned from the time of the fault detection and subsequent reporting by any means.

Video- Conferencing System shall be treated as faulty if the Bidder fails to respond after 4th day. The Bidder is liable to pay penalty as below.

Penalty per day = Rupees 1,000/- (Rupees One Thousand]

The above penalty shall be applicable during the CAMC period, if any of the Video-Conferencing Facility provide at 204 Mediation Centers of the State of Madhya Pradesh.

- 2.2** If the Bidder fails to return the Video-Conferencing Equipments after satisfactory repairs within 10 days from date of complaint made, this will be considered as a failure of whole Video-Conferencing System. The contractor is liable to pay penalty as bellow.

Penalty per day = Rupees 1,000/- (Rupees One Thousand)

**The maximum limit of the total penalty in a year on account of Clause 2.2 & 2.3 above shall be limited to the value of maintenance contract for corresponding year.**

- 2.3** The authority to decide the penalty shall be Member Secretary, Madhya Pradesh State Legal Services Authority, Jabalpur.
- 2.4** The total penalty in a year shall be limited to the value of maintenance contract for corresponding year.

**3. TERMS OF PAYMENT:**

- a) The Bidder agrees to maintain the Video-Conferencing system for a period of three years i.e. from dd/ mm/ yyyy to dd/mm/yyyy in accordance with the provisions laid out in the agreement and at the rates given below:-

<b>For Video -Conferencing System installed at</b>	<b>Paying Authority</b>	<b>Yearly Rates of Comprehensive Annual Maintenance</b>
High Court and its benches & MPSLSA, Jabalpur		
All District Courts of MP		
All Tehsil Courts of MP		

- b) Any taxes and/or other Governmental levies as applicable or becoming applicable later due to or under any law shall be deducted from the above said amount. However the service tax as per actual will be paid by the Bidder and same will be reimbursed to the Bidder by Madhya Pradesh State Legal Services Authority, Jabalpur on production/ submission of original copy of the receipt to the Bidder.
- c) The maintenance and repair cost shall be paid half yearly, on satisfactory performance of maintenance services in the half year period.
- d) The bidder shall provide a Performance Guarantee in favor of Member Secretary, Madhya Pradesh State Legal Services Authority, Jabalpur for an amount of 5% of the total value of the contract before one month of expiry of the warranty period of two year.

- e) The Performance Guarantee submitted by the bidder shall be valid up to six months beyond the completion of maintenance contract as mentioned above.

**4. OTHER TERMS AND CONDITIONS:**

**Period of Agreement**

This maintenance contract agreement is initially for a period of 5 (five) years i.e. after installation date.

**a. Renewal of Agreement**

This agreement could, thereafter, be renewed for successive periods as mutually decided from time to time.

- b. Access to Customer's site/Bidder's office & Records relates to past experience of such equipment in India.** The customer shall provide free access to the sites where the defect has occurred. The customer will also arrange for the security clearance, wherever required in advance to ensure that contractor's engineers get the access to site immediately.

**c. Spares/Equipments**

The customer has no spares/equipments for maintenance and Customer is not responsible for any import/ purchase of any of such components as require during the maintenance, the same shall also be the sole responsibility of the contractor. If the Contractor fails to repair the equipments due to non- availability of the spares technological changes the same may be replaced by the Contractor with equivalent equipment / spare of same specification and reputed make with prior permission of the Member Secretary Madhya Pradesh State Legal Services Authority, Jabalpur and the costs in this process shall be borne by the Bidder. Non-returning of the defective spares/ equipment after due repair within stipulated time as specified above shall attract the penalty as per Clause-2 of this Contract.

**e. Consumables**

Bidder shall be responsible for providing & replacement of all consumable items likes cables, connectors, ports and other similar items.

**f. Force Majeure**

Failures arising of any circumstance not normal such as damages caused due to fire, theft, riots, accidents, floods or any other natural calamities and other exceptional circumstances shall be outside the previews of this agreement. However decision of the Member Secretary, Madhya Pradesh State Legal Services Authority, Jabalpur about such failures shall be final.

**g. Periodical routine services**

Periodical routine services shall be provided by the Bidder on half yearly basis and also as and when required.

**h. Jurisdiction**

Only the court at Jabalpur, Madhya Pradesh shall have jurisdiction in respect of all disputes, claims and matters arising out of or connected with this agreement.

- i. The personnel of Bidder will comply with all the security regulations in High Court of Madhya Pradesh, Jabalpur premises.
- j. All the maintenance calls will be informed to the Contractor. Service report will be given after attending/ completing the each call.

**k. Notices**

Any notice given by one party to other pursuant to this Contract shall be sent to the other party in writing by registered post or fax confirmed in writing to the other party's address specified in this contract.

**l. Termination for Insolvency**

The Customer at any time terminates the Contract by giving written notice to the Bidder if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Madhya Pradesh State Legal Services Authority, Jabalpur.

**m. Termination for Convenience**

The Madhya Pradesh State Legal Services Authority, Jabalpur by written notice sent to the Bidder, may terminate the Contract, in whole or part, at any time for its convenience. The notice of termination shall specify that termination is for the Madhya Pradesh State Legal Services Authority, Jabalpur convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective.

**n. Termination for Default**

The Madhya Pradesh State Legal Services Authority, Jabalpur without prejudice to any other remedy for breach of contract, by written notice of default sent to Bidder, may terminate this contract in whole or in part.

- i) If the Bidder fails to perform any obligation(s) under this contract. .
- ii) If the Bidder has engaged in corrupt or fraudulent practices in completing for or in executing the contract.

For the purpose of this Clause:

**"Corrupt practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in contract execution.

**"Fraudulent practice"** means a misrepresentation of facts in order to influence the execution of contract to the detrimental of the Department.

- o. If the Bidder has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of

the Member Secretary, Madhya Pradesh State Legal Services Authority, Jabalpur (which shall be final and binding) he will be unable to complete the work, the Madhya Pradesh State Legal Services Authority, Jabalpur may rescind or terminate the contract in whole or part thereof. The Madhya Pradesh State Legal Services Authority, Jabalpur shall be free to secure the completion of work by other Bidder. The Madhya Pradesh State Legal Services Authority, Jabalpur may without prejudice to his any other rights or remedy against the Bidder or may recover the cost of expenditure incurred by him in addition to the penalty as referred in Clause-2 of this contract.

**p.** The Bidder shall be responsible to make good all the damages caused to the existing equipment due to negligence.

**q.** In case of termination of contract due to insolvency and for default, the pending works shall be got done by the customer at the cost of the contractor.

**r. Subcontracts**

The Bidder shall notify the Madhya Pradesh State Legal Services Authority, Jabalpur in writing of all subcontracts awarded under this contract and this shall not relieve any liability or obligation under the contract to the bidder.

**s. Assignment**

The Bidder shall not assign, in whole or any part, its obligations to perform under this contract, to other contractor without prior written permission of the Department.

**t. Bidder's Obligations**

The Bidder is obliged to work closely with the Department's staff, act within its own authority and abide by directives issued by the Department and implementation activities.

The Bidder shall abide by the job safety measures prevalent in India and will free Madhya Pradesh State Legal Services Authority, Jabalpur from all the demands or responsibilities arising from accidents or loss of life the cause of which is the Bidder's negligence. The Bidder shall pay all indemnities arising from such incidents and will not hold Madhya Pradesh State Legal Services Authority, Jabalpur responsible or obligated.

The bidder is responsible for managing the activities of its personnel or subcontracted personnel and will hold itself responsible for any misdemeanors.

The Bidder will treat as confidential all data and information about Madhya Pradesh State Legal Services Authority, Jabalpur obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of Madhya Pradesh State Legal

Services Authority, Jabalpur.

**u.** The Governing language shall be English

**5. ENTIRE AGREEMENT & SERVICEABILITY:**

This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof taking precedence over and in continuation of any prior or contemporaneous written agreements of understanding. Unless otherwise provided herein, this agreement shall not be modified, amended, rescinded, or waived, in whole or part, except by a written instrument signed by the authorized representatives of both parties. In witness whereof, the parties have executed this agreement as of the date indicated below:

**BIDDER**                      **Madhya Pradesh State Legal Services Authority, Jabalpur**

M/s .....

Shri. ....

Signed:

Signed :

Name:

Name:

Title:

Title:

Station:

Station:

Date:

Date:

In the presence of:

In the presence of