

F. No.05/16/2018-CMU
Government of India
National Institution for Transforming India
(NITI Aayog)

RFP-cum-RFQ for
Upgradation of Audio Conference System
in
Committee Rooms No.122, 136 & 228,
NITI Bhawan, New Delhi-110001

F. No.05/16/2018-CMU
Government of India
National Institution for Transforming India
(NITI Aayog)

Sansad Marg,
New Delhi-110001
Dated:-01/02/2020

e-TENDER NOTICE

Sub:-RFQ-cum-RFP towards upgradation of the Audio Conference System in Committee Rooms No.122, 136 & 228 of NITI Bhawan on customized, buy-back and as is whereis basis.

Online bids in two covers - Technical and Financial covers are invited from Original Equipment Manufacturers (OEMs) or their Authorized Distributors/Authorized Dealers having authorization from respective OEMs to participate in Tender Notification No.05/16/2018-CMU dated **01/02/2020**.

2. The Minimum Eligibility Conditions for the Bidders to participate in the tendering process are given at Annexure-1. The Instructions to the Bidders are given at Annexure-2.
3. The Terms & Conditions of the tender are given at Annexure-3.
4. The Tender Application Form seeking details of the bidding OEMs or their Authorized Distributors/ Authorized Dealers (Bidders) is at Annexure-4.
5. Format of Technical Proposal Submission Form along with the necessary documents, as given in the Checklist, is given at Annexure-5.
6. The Technical Specifications of the components of the Audio Conference System currently installed in the Committee Rooms under consideration are given at Annexure-6.
7. Format of Technical Specifications of the products offered by the bidders is given at Annexure-7. The technical specifications at Annexure-7 must be duly vetted by the respective OEM(s). The brochures of technical specifications must also be uploaded as part of Annexure-7.
8. The check-list of documents to be submitted along with the bid is at Annexure-8.
9. The bidders have to submit bids in Financial Bid Format given at Annexure-9. The actual quantity of various items/equipment will be decided at the time of placement of work order depending upon availability of funds.
10. The instructions for online bid submission are at Annexure-11.
11. (i) Earnest Money Deposit (EMD):-Each bidder must submit an Earnest Money Deposit of Rs.2,00,000/- to participate in the tender. The scanned copy of the EMD of Rs.2,00,000/-(Rupees Two Lakh only) must be uploaded with the Tender and the original instrument towards EMD in a sealed envelope, superscribed with the words "EMD for Upgradation of Audio Conferencing/ PA System", must be dropped in the EMD Box kept at the Reception Area of NITI Bhawan on any working day between **01/02/2020** and **24/02/2020** up to 5:30 PM. Failure to submit the physical instruments towards EMD may result in rejection of the bid. The decision of the duly constituted committee in this regard will be final and binding. The EMD Box will be opened on the day of opening of the Technical Bids. The last day of submission of the physical

instruments towards EMD will run concurrently with the last date of submission of the bids, which may not or may be extended for various unforeseeable reasons vide corrigenda/notices.

(ii) Contract Performance Security Deposit (CPSD): The selected bidder will have to deposit a CPSD amounting to 10% of the total contract value (inclusive of all the taxes, as applicable from time to time) in the form of Account Payee Demand Draft/ Bank Guarantee from a commercial bank with a validity period of thirty eight months (thirty six months + 60 days) from the date of issue by the bank.

12. The last date and time for submission of online bids will be 24/02/2020 up to 5:30 PM. The bids shall be opened online on 26/02/2020 at 11:00 AM by the Tender Opening Committee. One authorized representative, having an authority letter duly signed by the Person who has signed the tender documents, of each participating firm/ agency/ company, who wish to attend the tender opening process, will be allowed to do so.

13. All the required documents in support of the Minimum Eligibility Conditions are also to be positively uploaded along with the tender document. The bidders are advised, in their own interest, to submit the desired papers/ documents with their bids as per the requirements indicated in Annexure-8, failing which their bids may be declared as non-responsive, without any further reference to them.

13. Complete tender document may be downloaded from the website of Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>) and website of NITI Aayog (<https://niti.gov.in/tenders>) with effect from the date of publication of the tender notice. Further information or any corrigendum issued by NITI Aayog related to this tender, will be available only on Central Public Procurement Portal & website of NITI Aayog. However, if any clarification is required, the same can be obtained over Phone-23042567, 23042212 or through email at maps-niti@gov.in, before the closing date of the instant tender.

14. The bidders are requested to submit the tender specific authorization letter, issued by the OEM in their favour, along with letter vetting the Technical Specifications of the products being proposed by the Distributor/ Dealer failing which their bids will be summarily rejected. Authorization Letter issued by Distributor/Dealer in this regard will not be considered.

15. The item-wise rates are to be quoted in the Financial Bid Format at Annexure-9 in Indian Rupees only.

Sd/-
(Alok Kumar)
Adviser (Communications)
Tel. No.011-23042567

Copy to:-

NIC, NITI Aayog, with the request to upload the tender document on the website of NITI Aayog & Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>).

MINIMUM ELIGIBILITY CONDITIONS FOR THE BIDDERS

1. The bidder should be an OEM or its Authorized Distributor/ Dealer (Should be clearly indicated in the tender application form).
2. If the Bidder is an authorized Distributor/ Dealer, an authorization letter from the OEM to participate in the tender under reference **(No.05/16/2018-CMU dated 01/02/2020)** along with vetted Technical Specifications by the OEM of the products proposed are mandatory.
3. The Bidding Firm should be registered with the Income Tax Department and possess a valid PAN Card **(Annexure 5C)**.
4. The Bidding Firm should be registered with the GST Department and possess a valid GST Registration Certificate **(Annexure 5D)**.
5. The Bidding Firm should not have been blacklisted by any Central Government Ministry/ Department including NITI Aayog **(Annexure 5H)**.
6. No criminal case should be registered/ pending against any of the Owners/ Partners/ Directors of the Bidding Firm anywhere in India **(Annexure 5I)**.
7. The Bidding Firm should have a Registered Office anywhere in India **(Annexure 5F)**.
8. The Bidding Firm should have a functional Service Center in Delhi/ NCR **(Annexure 5G)**.
9. The Bidding Firm should have an Operative Bank Account in its name in any of the Commercial Banks in India. Please attach a cancelled cheque. **(Annexure 5E)**.
10. The bidding firm must have executed:-
 - Atleast 3 assignments of 10 or more Units Audio Conference System or
 - Atleast 2 assignment of 20 or more Units Audio Conference System or
 - Atleast one assignment of 50 or more Units Audio Conference System in the last three years for any Central / State Government Organiation/ Ministry/ Department / PSU. The bidder must attach copy of the contract order(s) issued by the Central / State Government Organiation/ Ministry/ Department / PSU **(Annexure 5L)**.

INSTRUCTIONS TO THE BIDDERS

1. NITI Aayog intends to upgrade the existing Audio Conferencing/ PA System installed in its Committee Rooms No.122, 136 & 228 with a **High-End Wired Gooseneck Digital** and Technically Superior version by using the same Tables on customized, buy-back and on as is where is basis. This would imply that the products offered by the bidder could easily be fitted in the already existing slots of the conference table without disturbing the aesthetics of the Committee Rooms. The slot sizes on the conference tables in the three Committee Rooms and the lengths of gooseneck required are as below:-

Sl.No.	Committee Room No.	Slot Shape	Dimension	Length of Gooseneck Required
1	122	52 Square Slots	3.5"x3.5"	Around 16"
2	136	No slots available	NA	Around 16"
3	228	12 Circular Shock Mount Slots	2.55" Diameter	Around 18"

2. The term "Bidder", as used in the tender document, shall mean the one who has signed the Tender Application Form. The Bidder may either be the Original Equipment Manufacturer (OEM) or its authorized distributor(s)/dealer(s) with an authorization letter duly issued by the OEM for distributorship/ dealership to resell the tendered items in the territory of India.
3. Before submitting the technical proposals, all the bidders are advised to visit the Committee Rooms and take a note of the currently installed Audio Conference System. The bidders may also seek clarifications, if any, in the Pre-Bid Meeting to be held on 10/02/2020 at 04:00 PM in Conference Room (Bengal Tiger), NITI Bhawan, Sansad Marg, New Delhi-110001.
4. As part of the technical evaluation, all the eligible bidders will be invited to give a technical presentation on the products being proposed in front of the duly constituted Technical Evaluation Committee. The presentations should summarise the technical superiority of the features of the products being proposed and the upgradation plan, strategy & vision of the bidder. The evaluation criteria are further defined in Clause 22 below.
5. Interested Bidders may also arrange a live demonstration of the proposed products in front of the Evaluation Committee. The costs incurred towards arranging the live demonstration will be borne by the bidder himself.
6. Bidders are advised to study the tender document carefully & thoroughly and should furnish a Certificate that they have carefully & thoroughly read the terms and conditions of the Tender Document and would abide by them. Format of the Certificate is given in **Annexure 5A**. Submission of tender shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
7. It will be imperative on each bidder to fully acquaint himself with all the local conditions and factors, which would have any effect on the performance of the contract and cost of the product. No request for change of price or time schedule for delivery of the item(s)/equipment shall be entertained on account of any local condition or factor once the offer is accepted by the Bidder.
8. Conditional and optional bids will not to be entertained and will be summarily rejected.
9. Only online bids uploaded on Central Public Procurement Portal (CPPP) will be accepted. No physical bids will be accepted.
10. The scanned copy of Earnest Money Deposit (EMD) in the form of account payee demand draft, fixed deposit receipt, or banker's cheque in favor of Pay and Accounts Officer, NITI Aayog, and payable at New Delhi for an amount of Rs.2,00,000/- (Rupees Two Lakh only) must be uploaded with the Tender. Bids not accompanied by scanned copy of the instrument towards Earnest Money will be rejected straightway. The physical instrument towards EMD, to be put in a sealed envelope, superscribed with the words "EMD for upgradation of Audio Conferencing/ PA System" must be dropped in the EMD Box kept at the Reception Area of NITI Bhawan on any working day between 01/02/2020 and

24/02/2020 up to 5:30 PM. Failure to submit the physical instrument towards EMD may result in rejection of the bid.

11. Micro, Small & Medium Enterprises, registered with Ministry of MSME/ NSIC or Start-ups registered with Department for Promotion of Industry and Internal Trade (DPIIT), erstwhile Department of Industrial Policy and Promotion (DIPP) for the products being offered are exempt from the payment of EMD. Such MSME/ NSIC/ DPIIT registered firms, claiming exemption from submission of EMD, are required to attach the self attested copy of Certificate of Registration along with their Bid Documents on CPPP in support of their claim. Such MSME/ NSIC/ DPIIT registered firms, are also required to drop the self attested scanned copy of the Certificate of Registration in place of EMD instrument in a sealed envelope super-scribed with the words **“EMD Exemption Certificate for Upgradation of Audio Conferencing/ PA System”** in the EMD box kept at the reception area, NITI Bhawan between 01/02/2020 and 24/02/2020 up to 5:30 PM.
12. The EMD shall be valid for One Hundred and Twenty (120) days. No interest will be payable by NITI Aayog on this amount.
13. The EMD may be forfeited:
 - a) if a Bidder withdraws the bid during the period of bid validity; or
 - b) in the case of the finally selected Bidder,
 - i) the Bidder fails to sign the Contract; or
 - ii) the Bidder fails to furnish Contract Performance Security Deposit; or
 - iii) if, at any stage, any of the information/declaration is found to be false.
14. EMD in respect of the finally selected Bidder will be discharged upon the Bidder signing the Contract and submitting the Contract Performance Security Deposit.
15. The competent authority reserves the right to terminate/recall the tender at any stage due to administrative reasons.
16. Foreign Firm(s) can participate in the tender only through their authorized National Distributor(s)/Dealer(s) appointed in India. In case bidder is an Indian Agent of foreign firm/principal, the bidder shall have to submit the Authorization Letter from the OEM authorizing the agent to participate in the tender under reference (No.05/16/2018-CMU dated 01/02/2020) along with terms and conditions, if any. In case an authorized dealer(s)/distributor(s) of an Indian OEM participates in the tendering process, an authorization letter from the OEM, authorizing the dealer(s)/distributor(s) to participate in the tender under reference (No.05/16/2020-CMU dated 01/02/2020), would be required. (Annexure 5J)
17. The authorized dealer(s)/ distributor(s) will also be required to get the Technical Specifications of the products offered in the bid, vetted from the OEM. Technical Specifications not vetted by the OEM of the offered products on its letter head will result in rejection of the technical bid. Technical Vetting of the specifications of the offered products by the authorized distributor/dealer will not be considered in this regard. (Annexure 5K) The brochures of the technical specifications of all the products must also be attached at Annexure 7.
18. The bidders must possess a minimum experience as specified in Clause 10 of Minimum Conditions of Eligibility for the bidders and the supporting documents must be attached at Annexure 5L.
19. Bidders shall not be permitted to alter or modify their bids after expiry of the deadline for receipt of bids.
20. The tender document can be downloaded from Central Public Procurement Portal website <https://eprocure.gov.in/eprocure/app> and/or from the website of NITI Aayog (<https://niti.gov.in/tenders>). Bid submission will start on 01/02/2020 from 9:30 AM. Bid submission will be closed on 24/02/2020 at 5:30 PM.

21. As per instructions of the Government, the tender document has been uploaded on the Central Public Procurement Portal: <https://eprocure.gov.in>. The bidders are required to submit soft copies of their bids electronically on the CPP Portal using valid Digital Signature Certificate before the stipulated date & time.
22. The online Technical Bids will be opened by the Tender Opening Committee at 1100 Hrs. on 26/02/2020 in Committee Room No.136, NITI Aayog, Sansad Marg, New Delhi-110001 in the presence of the bidders or their authorized representatives who may like to be present. The representative(s) of the firms participating in the tender opening process must carry an authority letter from their respective firms.
23. Technical Evaluation: All the bidders clearing the minimum eligibility criteria specified in Annexure-1 will be invited for technical presentation on the technical superiority of the features of the proposed products, upgradation plan, strategy & vision of the bidder. The date, time and venue of the technical presentations by the bidders will be notified in due time on CPPP and official website of NITI Aayog only. The technical proposals submitted through CPPP as well as the presentations given by the bidders will then be evaluated by Technical Evaluation Committee duly constituted by the competent authority in NITI Aayog. Each evaluated Proposal will be given a technical score (St). The maximum points/marks to be given under each of the evaluation criteria are:

Sl.No.	Evaluation Criterion	Maximum Marks
1	Upgradation Plan, Vision & Strategy	25
2	Previous Experience with Central/State Government Organisations/ PSUs <ul style="list-style-type: none"> • 3 Marks For every work executed for supply of 10 or more Microphone Units Audio Conference System in the last 5 Years. • 4 Marks For every work executed for supply of 25 or more Microphone Units Audio Conference System in the last 5 Years. • 6 Marks For every work executed for supply of 50 or more Microphone Units Audio Conference System in the last 5 Years. Copies of the work orders issued must be attached with the technical bid at Annexure 5L.	24
3	Model Year of the proposed product (Average of the marks for each component will be calculated) <ul style="list-style-type: none"> • Model Year 2020 --- 15 Marks • Model Year 2018 --- 12 Marks • Model Year 2017 --- 08 Marks • Model Year 2016 or older --- 03 Marks 	15
4	Polar Pattern Supercardioid --- 10 Marks Cardioid ---05 Marks	10
5	Integration of Products If all the proposed products are of single make --- 15 Marks If the proposed products are integrated from two different OEMs --- 10 Marks If the products are integrated from three three or more OEMs --- 05 Marks *Brand of the Equipment Rack will not be considered for evaluation under this criterion.	15
6	Type of Gooseneck Dual Flex --- 11 Marks Single Flex --- 08 Marks	11
Total Marks		100

24. The proposals of the Agencies who have cleared the minimum technical qualification score of 70% shall be ranked on the basis of technical score (St) and only their Financial Proposals will be opened.
25. Selection Procedure:
 The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only. The applicant shall bear all taxes, duties, fees, levies and other charges other than GST imposed under the Applicable Law as applicable on foreign and

domestic inputs. The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be determined using the following formula:

$$Sf = 100 \times Fm/F;$$

in which Sf is the financial score, Fm is the lowest Financial Proposal, and F is the Financial Proposal (in INR) under consideration. Proposals will finally be ranked in accordance with their combined Technical (St) and Financial (Sf) scores:

$$S = St \times Tw + Sf \times Fw;$$

where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that will be 0.60:0.40. The Applicant achieving the highest combined technical and financial score will be considered to be the successful Applicant and will be issued the work order (the Successful Applicant).

26. The Financial Bids of only the technically qualified bidders will be opened in Committee Room No.136, NITI Aayog, Sansad Marg, New Delhi-110001 in the presence of the bidders or their authorized representatives who may like to be present at the time of opening of the online Financial Bids. The date and time of the opening of the Financial Bids will be notified on CPP Portal as well as on the website of NITI Aayog.
27. Supply, dismantling, restoration, installation, testing & commissioning of the entire Audio Conferencing/ PA System in the premises of NITI Aayog shall be completed by the Supplier in accordance with the terms specified by NITI Aayog within Forty-Five (45) days from the date of Award of Contract.
28. The price for the new items has to be quoted in Annexure 9A, 9B & 9C and the price for the old items has to be quoted in Annexure 9D, 9E & 9F. The old items on buy-back will be handed over to the bidder after acceptance of the new Audio Conference System by NITI Aayog in writing. The bidder will have to arrange pick-up and transport of the old items from NITI Aayog at his own costs.
29. NITI Aayog reserves the rights to accept any bid, annul the bidding process and reject all the bids at any time, without assigning any reason, prior to placement of supply order/signing of contract, without incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such action of NITI Aayog.
30. NITI Aayog reserves the right to determine the quantity for ordering at the time of placement of Supply Order/signing of Contract depending upon the needs of NITI Aayog irrespective of the requirement projected in the Financial Bid Format at Annexure 9 (9A to 9C).
31. Period of Validity of Bids: Bids shall remain valid for **75 days** from the date of publishing the tender on CPPP. A bid valid for a shorter period may be rejected by NITI Aayog as non-responsive.
32. Registration with G.S.T. Department: The bidders should be registered with the G.S.T. Department and they shall furnish scanned copies of the same with their Technical Bid. (**Annexure 5D**)
33. Bid Requirements: The Bidder must quote for the proposed products item-wise, as listed under the heading "Financial Bid Format" in Annexure-9. Optional rates shall not be considered and the bid shall be rejected. The bid shall contain no interlineations; errors or overwriting and all pages of the Bid must be signed and sequentially numbered by the Bidder. The price should be quoted strictly in line with the Financial Bid Format leaving no field blank whatsoever to avoid any ambiguity. After opening of Financial Bid, no clarifications whatsoever shall be entertained by NITI Aayog.
34. The successful bidder, irrespective of its registration status, shall be required to submit Contract Performance Security Deposit in the form of a Bank Guarantee equal to 10% of the total Contract Value, at the time of award of Contract as per the prescribed proforma (**Annexure 13**). The Contract Performance Security can also be furnished in the form of a Bank Guarantee in favour of Pay & Accounts Officer, NITI Aayog payable at New Delhi-110001, or Fixed Deposit Receipt to be hypothecated to the Pay & Accounts Officer, NITI Aayog, New Delhi-110001, from any of the commercial banks. The validity of the Contract Performance Security shall be thirty eight months from the date of issue by the bank (Two Years Warranty + 60 Days).

35. All the bidders participating in the Tender must attach a scanned copy of the undertaking to the effect that the firm is neither blacklisted by any Government Department including NITI Aayog (**Annexure 5H**) nor any Criminal Case is registered against the bidding firm or its owner or partners or directors anywhere in India (**Annexure 5I**). Any firm blacklisted by any Government Department including NITI Aayog shall not be considered. Similarly, if a Criminal Case is registered against the bidding firm or its owner or partners or directors anywhere in India, the same shall be a disqualification for participation in the tender under reference (**No.05/16/2018-CMU dated 01/02/2020**).
36. The Evaluation Committee in its sole discretion reserves the right to seek clarifications from any or all bidders at any stage before award of the contract.
37. The date of publishing of the tender on CPPP will be considered as reference date for calculation of total work experience and other factors.

TERMS & CONDITIONS OF THE CONTRACT

1. Award of Contract: Prior to the expiry of the period of bid validity, NITI Aayog will notify the finally selected Bidder and place the supply order within 10 days thereafter. If a need for extension of the bid validity period arises, it should be extended by mutual agreement. The notification of award/ placement of supply order will constitute the formation of the Contract.

After the placement of the supply order, the finally selected Bidder shall sign the contract with NITI Aayog in the format given in Annexure 12. The finally selected bidder shall bring along with him, the power of attorney, the Contract Performance Security Deposit and Company Seal etc. for signing the contract.

In the event of delay in acceptance of the product, the Supplier shall, at the request of NITI Aayog, extend the validity of the Contract Performance Security Deposit so as to cover the Guarantee/Warranty.

2. SCOPE OF WORK: The Scope of Work shall include supply, transportation, transit insurance, delivery at site, unloading, proper dismantling of the existing system including accessories, restoration, cutting slots in tables/ceiling, if necessary, laying of cables, installation, testing, commissioning and any other civil/electronic/electrical work associated with functionalizing the audio conference system at Purchaser's Delivery Site (NITI Bhawan, Sansad Marg, New Delhi-110001), providing Guarantee/Warranty services for the entire Audio Conference/ PA System including all its accessories. Dismantling of the existing equipment along with its accessories without affecting the aesthetics of the Committee Room(s) and supply, installation, testing & commissioning of the new equipment will have to be arranged by the bidder at his own cost. Therefore, the rates quoted in the Financial Bid Format should include all such costs. No extra payment on any account will be made.
3. Payment Schedule: The standard payment terms subject to recoveries under the Liquidated Damages, as explained in Para 12 below, if any, will be as follows: -
The payment will be made after Receipt/ Final Acceptance of the products by NITI Aayog in writing and receipt of Supplier's bill complete in all respects, in Indian currency only. No claim for interest on delayed payment will be entertained.
4. No advance payment shall be made.
5. Supply, Installation, Testing and Commissioning: Supply, installation, testing & commissioning of the Audio Conferencing/ PA System in NITI Aayog shall be completed by the Supplier in accordance with the terms specified by NITI Aayog within 45 (Forty Five) days from the date of Award of Contract.
6. Inspection:-NITI Aayog shall have the right to inspect and/or test the product for conformity to the Contract Specifications. Should any inspected or tested product fails to conform to the specifications, NITI Aayog may reject the same and the Supplier shall replace the rejected product free of cost to NITI Aayog.
7. For the purpose of taking over the product supplied, an Acceptance Test shall be carried out at NITI Aayog. Only the product that meets the acceptance test shall be accepted by NITI Aayog.
8. The installation or commissioning shall not be deemed to have been completed unless the entire Audio Conferencing/ PA System, including all the accessories, is accepted by NITI Aayog in writing.
9. The Supplier must have a maintenance base in Delhi/NCR in order to provide onsite efficient and prompt maintenance services of the Audio Conferencing/ PA System. Certificate in this regard shall be attached by the Bidders along with their technical bid in **Annexure 5F**.
10. During the term of Warranty/Guarantee, the service/repair calls will have to be attended by the Supplier within four hours from the time of such calls. Calls made in the forenoon shall be attended on the same day and fault repaired. Calls made in the afternoon shall be attended preferably on the same day or latest by the forenoon of the next day and fault repaired. In case of major defects requiring the

defective parts/equipment to be taken to the Supplier's workshop, it should be returned within a week duly repaired and an immediate substitute device/ equipment will be provided by the Supplier for the smooth operation. The to and fro transportation of the parts/ equipment will be the responsibility of Supplier.

11. Delay in the Supplier's performance: Delivery of Audio Conferencing/ PA System and performance of Services including Warranty Services shall be made by the Supplier in accordance with the time schedule specified by NITI Aayog in Para-5 & Para-10 respectively. Delay by the Supplier in the performance of its Delivery or Service obligations shall render the Supplier liable to imposition of Liquidated Damages in accordance with Para-12 below and thereafter, upon reaching the maximum deduction set out therein, to termination for default leading to forfeiture of Contract Performance Security.
12. Liquidated Damages: If the Supplier fails to deliver the product within the time period specified in the Contract, NITI Aayog shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price/ Contract Performance Security, as liquidated damages, a sum equivalent to 1% (one percent) of the total price of the delayed product for each & every week (part of a week being treated as a full week) of delay until actual delivery, upto a maximum deduction of 10% (Ten Percent) of the total price of undelivered product.
13. Force Majeure: Contractor/ Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if the delay in performance or other failure to perform its obligations under the contract is a result of an event of Force Majeure. For purposes of the clause, "Force Majeure" means an event beyond the control of the Contractor/ Supplier and not involving the Contractor's fault or negligence and not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, catastrophe, quarantine restrictions, freight embargoes etc.
14. Waiver: Failure or delay on part of the Supplier or the Purchaser to exercise right or power hereunder shall not operate as a waiver thereof.
15. Assignability: Neither this Contract nor any rights under it may be assigned by either Party without the express prior written consent of the other Party. However, upon assignment of the assignor's interest in this Contract, the assignor shall be released and discharged from its obligations hereunder only to the extent that such obligations are assumed by the assignee.
16. Severability: If any portion of this Contract or any of the Contract Documents hereto is held to be invalid, such provision shall be considered severable, and the remainder of this Contract hereof shall not be affected.
17. Governing Law: This Contract including the Contract Documents shall be governed by and construed in accordance with the laws of India and the Courts in Delhi shall have jurisdiction in this regard.
18. Termination for Insolvency: NITI Aayog may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to NITI Aayog.
19. Termination for Convenience: NITI Aayog shall have the right to 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 NITI Aayog's convenience, the extent to which performance of work under the contract is terminated and the date from which such termination becomes effective.
20. Resolution of Disputes: In the case of dispute or difference arising between the Purchaser and the Supplier relating to any matter connected with this contract, the same shall be settled through amicable negotiations between a maximum of Two (2) officers nominated by the Competent authority of NITI Aayog (Adviser, Communications) and Two (2) employees nominated by the Supplier, failing which, the dispute shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, and the Arbitrator's decision shall be final & binding. The language of arbitration shall be English. The venue of the conciliation and/or arbitration proceedings shall be in Delhi, India.

21. The NITI Aayog reserves the right to determine the actual quantity of various items at the time of Placement of Work Order irrespective of the quantity projected in the Financial Bid Format at Annexure-9.
22. Guarantee/Warranty: The Bidder shall provide onsite Comprehensive Guarantee/Warranty for the entire audio conference/ PA System including all its accessories for a period of Three (03) Years from the date of final acceptance of the equipment by NITI Aayog.
23. GST at the rates applicable on the buy-back items, if any, will be paid by the successful bidder additionally.
24. The actual quantity will be decided at the time of Placement of Work Order depending upon the needs of NITI Aayog.
25. Taxes will be payable at the rates applicable from time to time irrespective of the rates indicated in the Financial Bid Format.

TENDER APPLICATION FORM

1. Name of the Bidding Company/
Firm/Agency (Bidder) _____

2. (i) Status of the firm (Whether Proprietary/
Partnership/Company) _____

(ii) Whether the bidder is OEM or
Authorized Distributor or Authorized Dealer _____
3. Name(s) of the Owner/Partner/Director(s) _____

4. Full address of Registered Office of the Bidder _____

5. Full address of the operative branch of
the Bidder (in Delhi/New Delhi/NCR) _____

Full address of the Service Center of
the Bidder (in Delhi/New Delhi/NCR) _____

6. Name of Banker with complete address _____

Telephone No. of the Banker _____

7. Registration Details (Scanned copies to be enclosed):
(a) PAN/TIN No. _____
(b) GST Registration No. _____
8. Details of Earnest Money Deposit (Rs.2,00,000/-):
(a) Banker's Cheque No./Demand Draft No./
FDR A/c No. _____
(b) Date _____
(c) Name of Issuing Bank _____

Signature of the applicant bidder along with
Rubber Stamp

Dated:- / /2020

*No fields are to be left blank. Doing so may result in rejection of the tender application.

Technical Proposal Submission Form

Adviser (Communications)

Room No.326,
NITI Aayog, Sansad Marg,
New Delhi-110001

Sub:-Upgradation of the Audio Conference System in Committee Rooms No.122, 136 & 228 of NITI Bhawan on customized, buy-back and as is whereis basis.

Sir,

With reference to your Tender Id No._____ dated _____, I/ we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for selection as supplier of Audio Conferencing/ PA System in NITI Aayog on customized, buy-back and on as is where is basis. The Proposal is unconditional and unqualified.

I am/ We are submitting our Proposal as OEM/ Distributor/ Dealer. [Please tick appropriate choice]

I/ We understand that you are not bound to accept any Proposal you receive.

Further:

1. We acknowledge that NITI Aayog will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of supplier of Audio Conferencing/ PA System in NITI Aayog, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as supplier of Audio Conferencing/ PA System in NITI Aayog.
3. I/ We shall make available to NITI Aayog any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/ We acknowledge the right of NITI Aayog to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/ We certify that in the last 3 (three) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project, assignment or contract by any Central Government Ministry/ Department including NITI Aayog nor have had any assignment or contract terminated by any Central Government Ministry/ Department including NITI Aayog for breach on our part.
6. I/ We declare that:
 - a) I/ We have examined and have no reservations to the tender document, including any Addendum issued by NITI Aayog;
 - b) I/ We do not have any conflict of interest in accordance with the terms of tender document;
 - c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender issued by or any agreement entered into with NITI Aayog or any other

Central Government Ministry/ Department; and

- d) I/ We hereby certify that I/ we have taken steps to ensure that no person acting for me/us or on my/our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. I/ We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select supplier of Audio Conferencing/ PA System in NITI Aayog, without incurring any liability to the Applicants.
8. I/ We further certify that in regard to matters relating to security and integrity of the country, I/ we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by me/us or by any of my/our affiliates. I/We further certify that neither I/we nor any of my/our consortium members have been barred by the Central Government, any State Government, a Statutory Body or any Public Sector Undertaking, as the case may be, from participating in any tender, and that any such bar, if any, does not subsist as on the date of this tender.
9. I/ We certify that in regard to matters other than security and integrity of the country, I/we or any of my/our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on my/our ability to undertake the assignment or which relates to a grave offence that outrages the moral sense of the community.
10. I/ We further certify that no investigation by a regulatory authority is pending either against me/us or against my/our affiliates or against me/ my/ our CEO or any of my/our Directors/ Partners / Managers.
11. I/ We hereby irrevocably waive any right or remedy which I/we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by NITI Aayog in connection with the selection of supplier of Audio Conferencing/ PA System in NITI Aayog or in connection with the selection process itself in respect of the above mentioned Assignment.
12. I/ We agree and understand that the proposal is subject to the provisions of the tender document. In no case, shall I/we have any claim or right of whatsoever nature if the work order is not awarded to me/us or my/our proposal is not opened or rejected.
13. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall be binding on me/us.
14. I/We agree and undertake to abide by all the terms and conditions of the tender Document.

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
(Seal of the Signatory)

Name of the Firm:

Address:

Telephone/ Mobile:

Email:

Place:

Date:

UNDERTAKING

I/We certify that I/We have carefully read all the terms and conditions of the tender document and accepted all the provisions of the tender and would abide by them.

**Signature of the applicant bidder
along with Rubber Stamp**

Dated:- / /2020

**[Kindly Attach Scanned Copy of the (Earnest Money Deposit) EMD in favour of Pay & Accounts Officer,
NITI Aayog payable at New Delhi**

OR

EMD Exemption Certificate.]

Signature of the applicant bidder along with
Rubber Stamp

Dated:- / /2020

[Kindly Attach self attested copy of the PAN Card here.]

Signature of the applicant bidder along with
Rubber Stamp

Dated:- / /2020

[Kindly Attach self attested copy of the GST Registration Certificate here.]

**Signature of the applicant bidder along with
Rubber Stamp**

Dated:- / /2020

[Kindly Furnish scanned copy of the cancelled cheque.]

Signature of the applicant bidder along with
Rubber Stamp

Dated:- / /2020

[Kindly Furnish Details of Registered Office.]

Address of Registered Office

NOTE: The Registered Office may be verified by NITI Aayog before placement of the work order.

**Signature of the applicant bidder along with
Rubber Stamp**

Dated:- / /2020

[Kindly Furnish Details of Service Centre in Delhi/NCR here.]

Address of Service Center

NOTE: The Service Center may be verified by NITI Aayog before placement of the work order.

**Signature of the applicant bidder along with
Rubber Stamp**

Dated:- / /2020

UNDERTAKING

I/ We Certify that the services of my/ our firm, namely, M/s _____ have neither been terminated nor has it been blacklisted by any Ministry/Department/Organization of the Central Government including NITI Aayog (erstwhile Planning Commission)/State Government/any Public Sector Undertaking.

**Signature of the applicant bidder along with
Rubber Stamp**

Dated:- / /2020

UNDERTAKING

I/ We Certify that no criminal case is registered against any of the Owners/ Partners/ Directors of my/ our firm, namely, M/s _____ anywhere in India.

**Signature of the applicant bidder along with
Rubber Stamp**

Dated:- / /2020

Annexure-5J

**[Kindly attach Authorization Letter from OEM to participate in the tender under reference
(No.05/16/2018-CMU dated __/__/2020) - Applicable to Distributors/ Dealers]**

**Signature of the applicant bidder along with
Rubber Stamp**

Dated:- / /2020

[Kindly attach Certificate of OEM vetting the Technical Specifications of the products offered along with brochure of Technical Specifications of the proposed products- Applicable to Distributors/ Dealers]

**Signature of the applicant bidder along with
Rubber Stamp**

Dated:- / /2020

[Kindly attach copies of previous work orders in accordance with Clause 10 of Annexure-1]

**Signature of the applicant bidder along with
Rubber Stamp**

Dated:- / /2020

(Technical Specifications of the Existing Audio Conference System)

Annexure-6A

(Committee Room No.122 - 51+1 Audio Conference System with Three Wireless Microphones)

Sl.No	Name of the Component	Make	Model	Technical Specifications
1.	Microphone	DIS	MU 6040C MU 6040D	16 Inch Fully Flush Mounted Gooseneck Microphone with 3.5x3.5 Inch DIS MXCMIU-FS Small Flust Mounted Interface Plate Supports Automatic, FIFO, Voice Activation and Manual Operating Modes Two RJ-45 ports provide power, audio, and control transport across a single chain of chairman, delegate, and interpretation units Support for three microphone interrupt modes enabling 'ping pong' mode
2.	Control Unit	DIS	DBX CU 6011	Control of 50 conference units extendable with installing software Operation Modes: FIFO, Maual and Automatic 3 Microphone Interrupt Modes Upto 8 Microphones open at one time Fully digital audio transmission of floor plus 31 interpretation channels and 8 conference microphone audio channels in a single digital bus cable structure
3.	Mixer	Yamaha	MG12XU	12-Channel Mixing Console: Max. 6 Mic / 12 Line Inputs (4 mono + 4 stereo) 2 GROUP Buses + 1 Stereo Bus 2 AUX (incl. FX) 12-Channel Mixing Console “D-PRE” mic preamps with an inverted Darlington circuit 1-Knob compressors High-grade effects: SPX with 24 programs 24-bit / 192kHz 2in / 2out USB Audio functions +48V phantom power XLR balanced outputs
4.	Feedback Suppressor	DBX	AFS224	Advanced Feedback Suppression 24 Programmable Filters per Channel Stereo or Dual Independent Channel Processing Live and Fixed Filter Modes Selectable Filter Lift Times Application-specific filter types include: Speech and Music Low, Med and High Input channel Metering 24 LED per Channel Filter Metering XLR and TRS Inputs and Outputs
5	Amplifier	Crown	XLS602	Sensitivity: At 4Ohm- 1.25 Vrms Frequency Response: At 1W- 22 to 20kHz; +0 dB, -1dB Signal to Noise Ratio: 20 Hz to 20 kHz Total Harmonic Distortion: < 0.5% Power- 1kHz 4 Ohm Stereo (Per Channel) – 600 W 8 Ohm Stereo (Per Channel) – 380 W 8 Ohm Bridge Mono – 1200 W
6	Wireless Handheld + Lapel Microphones	AKG Wireless Receiver	SR45Q (Handheld) SR45Q (Handheld) SR40 (Lapel)	2 AKG Wireless Handheld Microphones One AKG Wireless Lapel Microphone

Annexure-6B

(Committee Room No.136- 14+1 Microphone Units Audio Conference System)

Sl.No	Name of the Component	Make	Model	Technical Specifications
1.	Microphones	AKG	BDU 201 Chairman Unit BDU 202 Delegate Unit	Table Top Microphone
2.	Power Supply	AKG	BPS 204	NA
3.	Amplifier	AKG	PAA 240	NA
4.	Stereo Tape Deck Recorder	Onkyo	TA RW 244	NA

Annexure-6C

(Committee Room No.228- 12 Microphone Units Audio Conference System)

Sl.No	Name of the Component	Make	Model	Technical Specifications
1.	Microphone	SHURE	Microflex 412/C	18 Inch Shock Mounted Gooseneck Microphone Dual Flex Built-in preamp & cardioid capsule
2.	Amplifier	Crown	XLS 202	Sensitivity: At 4Ohm- 1.25 Vrms Frequency Response: At 1W- 22 to 20kHz; +0 dB, -1dB Signal to Noise Ratio: 20 Hz to 20 kHz Total Harmonic Distortion: < 0.5% Power- 1kHz 4 Ohm Stereo (Per Channel) – 300 W 8 Ohm Stereo (Per Channel) – 200 W 8 Ohm Bridge Mono – 600 W
3.	Automatic Matrix Mixer	AKG	AS8TC	8 Channel Mixer Mic/Line Input Type: Electronically balanced and RF filtered Impedance: Greater than 2.5K, any gain setting Input Gain Settings: 0dB, +30dB, +50dB EIN, 20-20KHz: -126dBu (+50dB gain) Maximum Input Level: +20dBu at 0dB gain – 10dBu at +30dB gain -30dBu at +50dB gain Main Out Impedance: 200 Ohms balanced; 100 Ohms unbalanced Max output level: +26dBu, 10k load Direct Outputs Impedance: 100 Ohms, unbalanced Max output level: +20dBu, 10k load Tone Controls: Shelving controls Turnover frequency 1kHz +/- 10dB at 100 Hz; +/- 10dB at 10 kHz Main Out Impedance: 200 Gain Reduction: 25dB (10dB leveling, 15dB compression) Phantom Power: +15V, switch selectable per channel Power Consumption: 10 Watts max at 20VAC
4.	Splitter/ Mixer	Studiomaster	Multi III	Input Sensitivity: 0dBu Input Impedance: > 20 K Ω Output Impedance: < 50 Ω Maximum Output level: +21 dBu Frequency Response: 20Hz – 20KHz (+/-0.5 dB) THD: < 0.01 % Power Supply: 240V AC/50Hz

Upgradation of Audio Conferencing/ PA System
(Technical Specifications of the products offered)

{Must be Duly Attested by the OEM(s)}

Sl. No.	Item Description	Make of the Product Proposed	Model No. of the Product Proposed	Model Year	Technical Specifications in detail	
1.	Digital Fully Flush Mounted Chairman Unit with Connecting Cables and Connectors (Must also indicate whether Single Flex or Dual Flex)					
					Whether Cardioid/Supercardioid	
					Whether Single Flex/Dual Flex	
2.	Digital Flush Mounted Delegate Unit with Connecting Cables and Connectors (Must also indicate whether Single Flex or Dual Flex)					
					Whether Cardioid/Supercardioid	
					Whether Single Flex/Dual Flex	
3.	Digital Central Control Unit with Connecting Cables and Connectors					
4.	Automatic Mixer Connecting Cables and Connectors					
6.	Digital Feedback Suppressor					
7.	Amplifier with built-in/external digital player/recorder with connecting					

	cables & connectors				
8.	Wireless Handheld Microphone				
9.	Wireless Lapel Microphone				
10.	Superior Quality Equipment Rack with proper ventilation and ISI marked products				
11.	Compatible Speakers				

{The Brochures of Technical Specifications of all the proposed products must also be attached with Annexure 7 in the Technical Bid}

CHECKLIST OF DOCUMENTS TO BE SUBMITTED ALONG WITH TECHNICAL BID STRICTLY IN THE BELOW MENTIONED ORDER

1. Application form, duly filled, signed and stamped. **(Annexure-4)**
2. Technical Proposal Submission Form. **(Annexure-5)**
3. Undertaking that the bidder has carefully read the terms and conditions of the tender and accepted all the provisions of the tender document **(Annexure-5A)**.
4. Scanned Copy of the E.M.D./ Registration Certificate towards EMD Exemption **(Annexure-5B)**.
5. Self-attested copy of PAN Card of the Bidding Firm. **(Annexure-5C)**
6. Self-attested copy of GST Registration. **(Annexure-5D)**
7. Proof of Bank Account. **(Annexure-5E)**
8. Proof of Registered Office. **(Annexure-5F)**
9. Proof of Service Center of the Company /Firm /Agency in Delhi/NCR. **(Annexure-5G)**.
10. Certificate that the services of the firm have not been terminated by any Ministry/Department/Organization of the Central Government/State Government and any Public Sector Undertaking including NITI Aayog and erstwhile Planning Commission before the expiry of the contract during last three years. **(Annexure-5H)**
11. Certificate that no criminal case is registered against any of the Owners/ Partners/ Directors of the Bidding Firm anywhere in India. **(Annexure-5I)**
12. Tender Specific Authorization Letter from the OEM to participate in the tender under reference **(No.05/16/2018-CMU dated 01/02/2020)**, in case of Distributor(s)/ Dealer(s). **(Annexure-5J)**
13. Letter from the OEM vetting the Technical Specifications of the products offered, in case of Distributor(s)/ Dealer(s). **(Annexure-5K)**
14. Previous Year Work Orders issued by Central/ State Govt. Organisations/ Ministry/ Department/ PSU **(Annexure-5L)**
15. Brochures of Technical Specifications of the proposed products **(Annexure-7)**.

Upgradation of Audio Conferencing/ PA System
(Financial Bid Format)
(Annexure 9A to 9F)

Committee Room No.122- (Item-wise rate for the products required)- T1

Sl. No	Item Description	Present Requirement (In Nos.)	Unit Price of the Item/ Equipment (Excluding GST) Rs.	Total Price of the Item(s)/ Equipment (Excluding GST) Rs.	Rate of GST (%)	Unit Price of the Item/ Equipment (Including GST) Rs.	Total Price of the item(s)/ equipment (Including GST) Rs.
(A)	(B)	(C)	(D)	(E)=C*D	(F)	(G)	(H)= C*G
1.	Digital Fully Flush Mounted Chairman Unit with Connecting Cable and connectors	01					
2.	Digital Fully Flush Mounted Delegate Unit with Connecting Cable and connectors	51					
3.	Digital Central Control Unit with Connecting Cable	01					
4.	Automatic Mixer with Connecting Cable and connectors	01					
5.	Digital Feedback Suppression with Connecting Cable and connectors	01					
6.	Amplifier with Built-In Digital Player/ Recorder with Connecting Cable and connectors	01					
7.	Wireless Handheld Microphone	02					
8.	Wireless Lapel Microphone	01					
9.	Equipment Rack	01					
10.	Total Price for the items/ equipment listed at Sl. No. 1 to 9 (T1)						Rs.

Committee Room No.136- (Item-wise rate for the products required)- T2

Sl.No.	Item Description	Present Requirement (In Nos.)	Unit Price of the Item/ Equipment (Excluding GST) Rs.	Total Price of the Item(s)/ Equipment (Excluding GST) Rs.	Rate of GST (%)	Unit Price of the Item/ Equipment (Including GST) Rs.	Total Price of the item(s)/ equipment (Including GST) Rs.
(A)	(B)	(C)	(D)	(E)=C*D	(F)	(G)	(H)= C*G
1.	Digital Flush Mounted Chairman Unit with Connecting Cable and connectors	01					
2.	Digital Flush Mounted Delegate Unit with Connecting Cable and connectors	14					
3.	Digital Central Control Unit with Connecting Cable and connectors	01					
4.	Automatic Mixer with Connecting Cable and connectors	01					
5.	Digital Feedback Suppression with Connecting Cable and connectors	01					
6.	Amplifier with Built-In/External Digital Player/ Recorder with Connecting Cable and connectors	01					
7.	Equipment Rack	01					
8.	Total Price for the items/ equipment listed at Sl. No. 1 to 7 (T2)						Rs.

Committee Room No.228- (Item-wise rate for the products required)- T3

Sl.No.	Item Description	Present Requirement (In Nos.)	Unit Price of the Item/ Equipment (Excluding GST) Rs.	Total Price of the Item(s)/ Equipment (Excluding GST) Rs.	Rate of GST (%)	Unit Price of the Item/ Equipment (Including GST) Rs.	Total Price of the item(s)/ equipment (Including GST) Rs.
(A)	(B)	(C)	(D)	(E)=C*D	(F)	(G)	(H)= C*G
1.	Digital Flush Mounted Chairman Unit with Connecting Cable and connectors	01					
2.	Digital Flush Mounted Delegate Unit with Connecting Cable and connectors	20					
3.	Digital Central Control Unit with Connecting Cable and connectors	01					
4.	Automatic Mixer with Connecting Cable and connectors	01					
5.	Digital Feedback Suppression with Connecting Cable and connectors	01					
6.	Amplifier with Built-In/ External Digital Player/ Recorder with Connecting Cable and connectors	01					
7.	Equipment Rack	01					
8.	Total Price for the items/ equipment listed at Sl. No. 1 to 7 (T3)						Rs.

Committee Room No.122- (Item-wise rate for the old products on buy-back basis)- T4

Sl.No.	Item Description	Brand/ Make	Quantity available for buy-back (In Nos.)	Unit Price offered for the old Item/ Equipment Rs.	Total Price offered for the old Item (s)/ Equipment Rs.
(A)	(B)	(C)	(D)	(E)	(F)= D*E
1.	Flush Mounted Chairman Unit	DIS MU 6040C	01		
2.	Flush Mounted Delegate Unit	DIS MU 6040D	51		
3.	Central Control Unit	DIS CU6011	01		
4.	Wireless Handheld Microphone	AKG SR45Q	02		
5.	Wireless Lapel Microphone	AKG SR40	01		
6.	Feedback Suppressor	DBX AFS224	01		
7.	Automatic Mixer	Yamaha MG12XU	01		
7.	Amplifier	Crown XLS602	02		
8.	Equipment Rack		02		
9.	Grand Total Price for the items/ equipment listed at Sl. No. 1 to 8 excluding GST				
10.	Grand Total Price for the items/ equipment listed at Sl. No. 1 to 8 including GST				

Committee Room No.136- (Item-wise rate for the old products on buy-back basis)-T5

Sl.No.	Item Description	Brand/ Make	Quantity available for buy-back (In Nos.)	Unit Price offered for the old Item/ Equipment Rs.	Total Price offered for the old Item (s)/ Equipment Rs.
(A)	(B)	(C)	(D)	(E)	(F)= D*E
1.	Flush Mounted Chairman Unit	AKG BDU 201	01		
2.	Flush Mounted Delegate Unit	AKG BDU 202	14		
3.	Power Supply	AKG BPS 204	02		
4.	Amplifier	AKG PAA 240	02		
5.	Stereo Tape Deck Recorder	Onkyo TA RW 244	01		
6.	Equipment Rack		01		
7.	Grand Total Price for the items/ equipment listed at Sl. No. 1 to 6 excluding GST				
8.	Grand Total Price for the items/ equipment listed at Sl. No. 1 to 6 including GST (T5)				

Committee Room No.228- (Item-wise rate for the old products on buy-back basis)-T6

Sl.No.	Item Description	Brand/ Make	Quantity available for buy-back (In Nos.)	Unit Price offered for the old Item/ Equipment Rs.	Total Price offered for the old Item (s)/ Equipment Rs.
(A)	(B)	(C)	(D)	(E)	(F)= D*E
1.	Shock Mounted Microphone	SHURE Microflex	12		
2.	Wireless Microphone	Philips	01		
3.	Automatic Microphone Mixer	AKG AS8TC	02		
4.	Amplifier	Crown XLS202	02		
5.	Matrix Switcher Mixer	Studio Master	01		
6.	Equipment Rack		01		
7.	Grand Total Price for the items/ equipment listed at Sl. No. 1 to 6 Excluding GST				
8.	Grand Total Price for the items/ equipment listed at Sl. No. 1 to 6 Including GST (T6)				

Note:-

- a. The total value of the financial proposal will be calculated using the formula $(T1+T2+T3)$ minus $(T4+T5+T6)$
- b. GST at the rates applicable on the buy-back items, if any, will be paid by the successful bidder additionally.
- c. The actual quantity of supply order will be decided at the time of Placement of Work Order depending upon the needs of NITI Aayog.
- d. Taxes will be payable at the rates applicable from time to time.

Signature of the applicant bidder along with
Rubber Stamp

Dated:- / /2020

Kindly fill in the requisite information in Column D & E below:-

Sl. No. (A)	Document (B)	At Annexure (C)	Document Furnished (Yes/ No) (D)	Page No. as Per Bid Document (E)
1	Duly Filled Application Form	Annexure 4		
2	Technical Proposal Submission Form	Annexure 5		
3	Undertaking	Annexure 5A		
4	EMD	Annexure 5B		
5	EMD Exemption Certificate	Annexure 5B		
6	PAN Card	Annexure 5C		
7	GST Registration Certificate	Annexure 5D		
8	Bank A/c Details	Annexure 5E		
9	Proof of Registered Office/ Service Center in Delhi/ NCR	Annexure 5F		
10	Non-Blacklisted Certificate	Annexure 5H		
11	No Criminal Case Certificate	Annexure 5I		
12	Authorization Letter from OEM	Annexure 5J		
13	OEM Vetted Technical Specifications	Annexure 5K		
14	Previous Work Experience Certificates	Annexure 5L		
15	Technical Specifications of Products Offered along with brochures	Annexure 7		
16	Financial Bid	Annexure 9	<u>Not to be submitted with the Technical Bid</u>	<u>Not to be submitted with the Technical Bid</u>

INSTRUCTIONS FOR ONLINE BID SUBMISSION ON <https://eprocure.gov.in>

1. Bidder should do the registration in the tender site using the “Click here to Enroll” option available.
2. Then the Digital Signature of SIFY/TCS/nCode or any Certifying Authority is to be registered after logging into the site.
3. Bidder can use “My Space” area to update standard documents in advance as required for various tenders and use them during bid submission. This will facilitate the bid submission process by reducing time.
4. Bidder may read the tenders published in the site and download the required documents/tender schedules for the tenders he is interested in.
5. Bidder then logs into the site using the secured login by giving the user id/ password chosen during registration and password of the DSC/etoken.
6. Only one DSC should be used for a bidder and should not be misused by others.
7. Bidder should read the tender schedules carefully and submit the documents as asked, otherwise, the bid will be rejected.
8. Bidder should take into account the corrigenda published before submitting the bids online.
9. Bidder must in advance prepare the bid documents to be submitted as indicated in the tender schedule and they should be in the required format. If there are more than one documents, they can be clubbed together.
10. Bidder should prepare the EMD as specified in the tender. The original should be delivered in person Technical Officer, NITI Aayog, in Room No.326, latest by the last date of bid submission.
11. Bidder selects the tender which he is interested in using search option & then move it to the “my favorites” folder.
12. From the “my favorites” folder, he selects the tender to view all the details indicated.
13. The bidder reads the terms & conditions and accepts the same to proceed further to submit the bids.
14. The bidder has to select the payment option as offline to pay the EMD as applicable.
15. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the bid submitted will not be acceptable.
16. The bidder has to enter the password of the DSC/etoken and the required bid documents have to be uploaded one by one as indicated.
17. The rates offered details have to be entered separately in a spread sheet file (xls) in the space allotted and should be updated as BOQ.xls file for each tender after the financial bid. The BOQ file, if found modified by the bidder will result in rejection of the bid.
18. The tendering system will give a successful bid updation message & then a bid summary will be shown with the bid no & the date & time of submission of the bid with all other relevant details. The

bidder has to submit the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.

19. The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid.
20. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate on the bid opening date.
21. For any clarifications with the TIA, the bid number can be used as a reference.
22. Bidder should log into the site well in advance for bid submission so that he submits the bid in time, i.e., on or before the bid submission time. If there is any delay due to other issues, bidder only will be responsible.
23. Each document to be uploaded online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced by scanning at low resolution and the same can be uploaded. However if the file size is less than 1 MB, the transaction/uploading will be very fast. The documents uploaded should be legible/ readable.
24. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the eProcurement system. The bidders should follow this time during bid submission.
25. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
26. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
27. Any document that is uploaded to the server is subjected to symmetric encryption using a generated symmetric key. Further this key is subjected to asymmetric encryption using buyers' public keys. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
28. For any queries, the bidders may contact by mail maps-niti@gov.in or by phone: 011-23042567/23042212 well in advance.

SPECIMEN OF CONTRACT FORM
CONTRACT No. 05/16/2020-CMU

1. This Contract made on the ____ day of _____, (hereinafter referred to as the “**Contract Date**”) between the President of India acting through Adviser, Communicatons, NITI Aayog, Sansad Marg, New Delhi-110001 (hereinafter referred to as the “**Purchaser**” which term will include its representatives, successors and permitted assignees) of the one part and M/s _____ a Company incorporated under the Companies Act, 1956 and having its office at _____ (hereinafter referred to as the “**Supplier**” which term will include its representatives, successors and permitted assignees) of the other part.

WHEREAS

2. The Purchaser is desirous to procure/ replace the Audio Conferencing/ PA System for NITI Aayog on buy-back and on as is where is basis and had sought a commercial offer for the supply of the System by an OEM or its Distributors/ Dealers.
3. With respect to the enquiry issued by the Purchaser vide Tender Id No. _____ dated _____, the Supplier had submitted its Price Bid dated _____.
4. The Purchaser has accepted the Supplier’s Price offer read with the clarifications/confirmations (if any) submitted by the Supplier for the supply of the product and associated services at a total cost of Indian Rs. _____/- (Indian Rupees _____ only).
5. **NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:
- a. **DEFINITIONS OF TERMS:** In this Contract, capitalized words will have the same meaning as respectively assigned to them in the conditions of Contract herein.
 - b. **CONTRACT DOCUMENTS:** The following documents, (each “**Contract Document**” and collectively, the “**Contract Documents**”) are hereby expressly incorporated into this Contract and shall form and be read and construed as part of this Contract, namely: -
 - i. Tender Id No. _____ dated _____
 - ii. Supplier’s price offer dated _____
 - iii. Supplier’s written clarification and confirmation letter dated ____ (if any)
 - iv. Purchaser’s Letter of Intent No _____/____/_____
 - c. **Order of Precedence:** In case of conflict between the terms in this Contract and the Contract Documents, the terms of this Contract shall prevail. In case of conflict between the terms in any two Contract Documents, the Contract Document mentioned later in the above list shall prevail.
6. **SCOPE OF WORK:** The Scope of Work shall include supply, transportation, scheduling of transportation, transit insurance, delivery at site, unloading, proper dismantling of the existing system including accessories, installation, testing, commissioning at Purchaser’s Delivery Site (NITI Bhawan, Sansad Marg, New Delhi-110001), any other services associated with the delivery of product,

providing Guarantee/ Warranty for the entire Audio Conferencing/ PA System including all its accessories.

7. CONTRACT PRICE

- a. The prices for supply of the products including all its accessories and other associated services is detailed specifically in the Supplier's Financial Bid Document read with Supplier's written clarification and confirmation letter, if any, dated _____. The contract price is Indian Rs. _____/- (Indian Rupees _____ only). This price excludes existing Taxes, as applicable and any new Government levies/taxes imposed in India after the Contract Date, which the Purchaser shall bear and pay at actual.

- 8. CONTRACT PERFORMANCE SECURITY
- 9. PAYMENT SCHEDULE
- 10. DELIVERY
- 11. INSPECTION AND TESTS
- 12. WARRANTY
- 13. DELAY IN THE SUPPLIER'S PERFORMANCE
- 14. LIQUIDATED DAMAGES
- 15. FORCE MAJEURE
- 16. WAIVER
- 17. ASSIGNABILITY
- 18. SEVERABILITY
- 19. GOVERNING LAW
- 20. TERMINATION FOR DEFAULT
- 21. TERMINATION FOR INSOLVENCY
- 22. TERMINATION FOR CONVENIENCE
- 23. RESOLUTION OF DISPUTES

(The clauses 8 to 23 shall be according to the Conditions of Contract in the Tender Document)

- 24. **ENTIRE CONTRACT:** This Contract including the Contract Documents constitute the final expression of agreement between the parties and supersedes all previous agreements and understandings, whether written or oral, relating to the Contract. This Contract may not be altered, amended, or modified except in writing, signed by the duly authorized representatives of both parties. **IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed by their duly authorized representatives as of the last day and year written below:

Signed by: Name: _____ Title: _____ Date: _____ For and on behalf of The President of India Witness Signature: Name: Address: Date:	Signed by: Name: _____ Title: _____ Date: _____ For and on behalf of _____ _____ Witness Signature: Name: Address: Date:
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FORMAT OF BANK GUARANTEE FOR
CONTRACT PERFORMANCE SECURITY DEPOSIT
(To be stamped in accordance with Stamp Act)

Bank Guarantee No _____ Date _____

Ref _____

To

Adviser (Communications)

NITI Aayog

Sansad Marg,

New Delhi-110001

Dear Sir,

In consideration of the NITI Aayog, Sansad Marg, New Delhi-110001 (hereinafter referred to as the "Purchaser" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assignees) having awarded to M/s _____ with its Registered/ Head Office at _____ (hereinafter referred to as the "Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assignees), a Contract by issue of the Purchaser's letter of intent No.05/16/2018-CMU dated ___/___/___ entering into a formal contract to that effect with the Purchaser on _____ vide Agreement No. _____ (hereinafter referred to as the "Contract") and the Contractor having agreed to provide a Contract Performance Bank Guarantee for the faithful performance of the entire Contract equivalent to _____* _____ Ten percent of the said value of the Contract to the Purchaser.

We _____ (Name & Address of the bank) having its Head office at _____ (hereinafter referred to as the "Bank" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assignees) do hereby guarantee and undertake to pay the Purchaser, on mere demand any and all moneys payable by the Contractor to the extent of Rs. _____* _____ as aforesaid at any time upto _____ (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser and the Contractor or any dispute pending before any court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Purchaser and further agrees that the guarantee herein contained shall continue to be enforceable till the Purchaser discharges this guarantee.

The Purchaser shall have the fullest liberty without affecting in any way the liability of the bank under this guarantee, from time to time to extend the time for performance of the contract by the Contractor. The Purchaser shall have the fullest liberty, without affecting the guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractors, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Contract between the Purchaser and the Contractor or any other course or remedy or security available to the Purchaser. The bank shall not be relieved of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Purchaser or any other indulgence shown by the Purchaser or by any other matter or thing, whatsoever, which under law would, but for this provision, have the effect of

relieving the bank.

The Bank also agrees that the Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Purchaser may have in relation to the Contractor's liabilities. We undertake to pay to the Purchaser any amount so demanded by it, notwithstanding:-

- a) any dispute or difference between the Purchaser and the Contractor or any other person or between the Contractor or any person or any suit or proceeding pending before any court or tribunal or arbitration relating thereto; or
- b) the invalidity, irregularity or un-enforceability of the contract; or
- c) in any other circumstances which might otherwise constitute discharge of this Guarantee, including any act of omission or commission on the part of the Purchaser to enforce the obligations by the Contractors or any other person for any reason whatsoever.

We, the Bank further agree that the guarantee herein contained shall be continued on and remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Purchaser under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Purchaser, certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

We _____ hereby agree and undertake that any claim which the Bank may have against the Contractor shall be subject and subordinate to the prior payment and performance in full of all the obligations of the Bank hereunder and the Bank will not without prior written consent of the Purchaser exercise any legal rights or remedies of any kind in respect of any such payment or performance so long as the obligations of the Bank hereunder remain owing and outstanding, regardless of the insolvency, liquidation or bankruptcy of the Contractor or otherwise howsoever. We will not counter claim or set off against its

liabilities to the Purchaser hereunder any sum outstanding to the credit of the Purchaser with it.

Notwithstanding anything contained herein above, our liability under this guarantee is limited to total amount of Rs. _____*_____ and it shall remain in force upto and including _____**_____ and shall be extended from time to time for such further period as desired by M/s _____ on whose behalf this guarantee has been given.

Dated this _____ day of _____ 2020 _____ at _____

WITNESS:-

(Signature) _____

(Signature) _____

(Name) _____

NAME _____

(Banker's Rubber Stamp) _____

(Official address) _____

Attorney as per Power of

Attorney _____

* This sum shall be ten percent (10%) of the total Contract Price.

** The date will be **Thirty Eight months (Thirty Six Months + 60 days)** from the date of issue of this bank guarantee by the bank. In case of Bank guarantee issued by a Foreign Bank, the same shall be confirmed by any Scheduled Bank in India.