

	<p>Electronics Corporation of Tamil Nadu Limited</p>
	<p>Supply and Commissioning of Video Conferencing components and related accessories on Rate Contract Basis</p>
	<p><u>Tender Reference</u> ELCOT/Networks/OT/33459/Video Conferencing components and related accessories/2021-22 <u>Version 2.0</u></p>
	<p>Electronics Corporation of Tamil Nadu Limited MHU Complex II Floor, 692 Anna Salai, Nandanam Chennai-600035 Phone: +91-44-66401400 Fax: +91-44-2433 0612 ELCOT CIN No.U27209TN1977SGC007291 ELCOT GST No. 33AAACE1670KIZU Email: md@elcot.in Website: www.elcot.in</p>

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Acronyms used in the Document

AMC	Annual Maintenance Contract
BG	Bank Guarantee
DD	Demand Draft
DVI	Digital Visual Interface
ELCOT	Electronics Corporation of Tamil Nadu Ltd
EMD	Earnest Money Deposit
GST	Goods and Services Tax
HD	High Definition
HDCP	High Definition Continuous Presence
HDMI	High Definition Multimedia Interface
HSN	Harmonized System Nomenclature
INR	Indian Rupees
IS	Indian Standard
IT	Information Technology
LCD	Liquid Crystal Display
LED	Light Emitting Diode
LD	Liquidated Damage
LOA	Letter of Acceptance
LOI	Letter of Indent
MAF	Manufacturing Authorization Form
MIC	Microphone
OEM	Original Equipment Manufacturer
SD	Security Deposit
SPOC	Single Point of Contact
SSI	Small Scale Industries
THD	Total Harmonic Distortion
UPS	Uninterruptible Power Supply

Applicability of Tamil Nadu Transparency in Tenders Act 1998

This Tender process will be governed by the Tamil Nadu Transparency in Tenders Act 1998 and The Tamil Nadu Transparency in Tenders Rules, 2000 (rules 2012) as amended from time to time.

Know Your Rights

The bids submitted online within the due date and time will be opened on the scheduled date and time in the presence of the bidders who are present.

Price bids of the technically qualified bidders will be opened in the presence of the technically qualified bidders who are present.

Vendors / bidders are eligible for a vendor signed copy of the price bid comparison statement on the spot.

Please insist on your rights and avail the same.

MANAGING DIRECTOR
ELCOT

Letter of Undertaking

To

The Managing Director
Electronics Corporation of Tamil Nadu Limited
692 Anna Salai,
Nandanam, Chennai-600 035

Sir,

Sub: Undertaking for participation in ELCOT's Network Tender – Reg,
Ref: Tender No. **ELCOT/Networks/OT/33459/Video Conferencing
components and related accessories/2021-22**

I/We ----- have gone through the Terms and Conditions, Scope of Work and Specification and will abide by them as laid down in the Tender Documents (Technical bid and Price Bid), fully in all aspects failing which, suitable actions can be taken against us as applicable in the tender.

I/We ----- hereby confirm that our Company has not been blacklisted by any State Government/ Central Government / Public Sector Undertakings during the last three years. I/We also hereby confirm that our EMD/SD has not been forfeited by any State Government / Central Government / Public Sector Undertakings during the last three years due to our non-performance, non-compliance with the tender conditions etc.

I/We ----- hereby declare that all the particulars furnished by us in this Tender are true to the best of my/our knowledge and I/We understand and accept that if at any stage, the information furnished is found to be incorrect or false, I/We am/ are liable for disqualification from this tender and also are liable for any penal action that may arise due to the above.

I/We ----- certify that no refurbished components are used in the manufacturing and supply of Quoted Items and its related accessories / tendered items. The OEM Specific licences / supported versions and other software to be installed / to be delivered under this contract are certified as genuine and valid.

I/We _____ certify that I am/We are liable and responsible
for any disputes arising out of Intellectual Property Rights.

**In case of violation of any of the conditions above,
I/We..... understand that I am/ We are liable to be blacklisted by
ELCOT for a period of three years.**

Yours faithfully

for _____

Name, Signature

Designation

Seal

Note:

- 1) Declaration in the company's letter head shall be submitted as per format given above

- 2) If the bidding firm has been blacklisted by any State Government / Central Government / Public Sector Undertakings earlier, then the details shall be provided.

1. Preamble

Electronics Corporation of Tamil Nadu Limited (ELCOT), a wholly owned Government of Tamil Nadu Undertaking is the Optional Procurement Agency of the Government of Tamil Nadu for procurement of IT related Hardware and Software products as per G.O. Ms. No.58 of Finance (BPE) Department dated 16.2.1999 with latest amendments. ELCOT is procuring various IT related Hardware and Software products for all the State Government Departments / Boards / Autonomous Bodies, etc. As part of the procurement activities, ELCOT invites Offers for the procurement, Supply and Commissioning of Video conferencing components for the existing Video conferencing system and related accessories on behalf of various Government Departments in Tamil Nadu on Rate Contract basis

Short Titles used in the Tender Document:

- 1) **Bidder:** Bidder means the party who makes a formal offer in pursuance of the tender floated.
- 2) **Successful Bidder:** Successful Bidder means the Bidder who becomes successful through the tender process.
- 3) **Day:** A day means a calendar day.
- 4) **Service Centre:** Service Centre means the centre or place, wherein the Bidder, interalia undertakes and performs the service activities as indicated in the tender and shall include a direct service centre or Authorised dealer or Franchisee service centre of the bidder across Tamil nadu
- 5) **Life Cycle Cost:** Life Cycle Cost means value of Price bid for 1 year or standard product warranty Period whichever is later.
- 6) **Purchaser:** Purchaser means the end-user for whom the procurement is indented through the tender.

2. e-Tender Schedule

ELECTRONICS CORPORATION OF TAMIL NADU LIMITED (ELCOT)

1	Tender inviting Authority, a) Designation and Address b) Tender Accepting Authority	The Managing Director ELCOT, II Floor MHU Complex 692 Anna Salai, Nandanam, Chennai-600035. e-mail: md@elcot.in and URL: www.elcot.in The Board of Directors
2	A) Name of the Work	Supply and Commissioning of Video conferencing components and related accessories on behalf of various Government departments across Tamil Nadu on Rate Contract Basis
	B) Tender reference	ELCOT/Networks/OT/33459/Video Conferencing components and related accessories/2021-22
	C) Installation	Throughout the State of Tamil Nadu
3	Tender documents available place	Tender documents can be freely downloaded from https://tntenders.gov.in , www.elcot.in and www.tenders.tn.gov.in till the closing date and time of tender. The tender document fee is waived for the downloaded Tender documents from these sites.
4	Tender fee Charges	For every Tender submitted through e-Tender, a portal charge of Rs.10,000/- plus GST should be paid electronically through their respective internet banking enabled account or NEFT/RTGS to the account of ELCOT Account Number:6681528770 Indian Bank, Nandanam branch, Chennai-35. IFSC Code:IDIB000N078.
5	Earnest Money Deposit (EMD)	Rs.1,50,000/- (Rupees One Lakh and Fifty Thousand Only) should be paid electronically through their respective internet banking enabled account or NEFT/RTGS to the account of ELCOT Account Number:6681528770 Indian Bank, Nandanam branch, Chennai-35. IFSC Code:IDIB000N078. Bidders with valid MSME certification are exempted from EMD charges on submission of necessary proof of documents
6	Tender submission	Two Parts Tender comprising of Technical Bid and Price Bid should be submitted electronically online through the tender Portal https://tntenders.gov.in
7	Bid Signing	Bidders should possess valid Class 3 - Digital Signature Certificates having signing and encryption keys to submit the Bids online
8	Help manuals for e-Tender	Bidders may download the help documents and user manuals from https://tntenders.gov.in

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9	Prebid meeting	On 16.09.2021 @ 02.00 P.M at the address mentioned in Row(1) above
10	Due Date, Time and Place for the submission of the Tender online	On 10.11.2021 @ 03.00 PM through the site https://tntenders.gov.in
11	Date, Time and Place of opening of the Technical Bids online	On 10.11.2021 @ 04.00 PM at the address mentioned in Row(1) above
12	Date, Time and Place of opening of Price Bids	Will be intimated only to the Technically Qualified Bidders

3. General Instructions

3.1 General

- a) The Bidders are requested to examine the instructions, terms and conditions and specifications given in the Tender. Failure to furnish all required information in every respect will be at the Bidder's risk and may result in the rejection of bid.
- b) It will be imperative for each Bidder(s) to familiarise himself / themselves with the prevailing legal situations for the execution of contract. ELCOT shall not entertain any request for clarification from the Bidder regarding such legal aspects of submission of the Bids.
- c) It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bids and no claim whatsoever including those of financial adjustments to the contract awarded under this tender will be entertained by ELCOT. Neither any time schedule nor financial adjustments arising thereof, shall be permitted on account of failure by the Bidders to appraise themselves.
- d) The Bidders shall be deemed to have satisfied themselves fully before Bidding as to the correctness and sufficiency of their Bids for the contract and price quoted in the Bid to cover all obligations under this Tender.
- e) It must be clearly understood that the Terms and Conditions and Specifications are intended to be strictly enforced. No escalation of cost in the Tender by the Bidder will be permitted throughout the period of Agreement or throughout the period of completion of contract whichever is later on account of any reasons whatsoever.
- f) The Bidder shall make all arrangements as part of the contract to supply commission and train the beneficiaries at various locations at their own cost

and transport.

- g) The Bidder should be fully and completely responsible to ELCOT and for the concerned State Government Departments for all the deliveries and deliverables.
- h) Any vendor who is blacklisted in ELCOT will not be eligible to bid for Tenders in ELCOT, as per the conditions of blacklisting.

3.2 Clarifications in the Tender

- a) A prospective Bidder requiring any clarification in the Tender may notify ELCOT by letter or by Fax or by e-mail as per the Format prescribed in Annexure-5 to md@elcot.in, procurement@elcot.in & networksvcs@elcot.in. We encourage paper free e-mail communication.
- b) The responses to the clarifications will be notified in the websites by means of Corrigendum to the Tender Document. It would be advantageous to commence e-mail contact procurement@elcot.in & networksvcs@elcot.in to register your e-mail id.

3.3 Amendments to the Tender

- a) Before closing the Tender, clarifications and amendments if any will be notified in the websites mentioned in the Tender Schedule. The Bidders should check periodically for the amendments or corrigendum or information in the websites till the closing date of this Tender. ELCOT will not make any individual communication and will in no way be responsible for any ignorance pleaded by the Bidders.
- b) No clarifications would be offered by ELCOT within 48 hours prior to the due date and time for opening of the Tender.
- c) Before closing the Tender, ELCOT may amend the Tender document as per requirements or wherever ELCOT feels that such amendments are absolutely necessary.
- d) Amendments also may be given in response to the queries by the prospective Bidders.
- e) Such amendments will be notified in the websites mentioned in the Tender schedule.
- f) ELCOT at its discretion may or may not extend the due date and time for the submission of bids on account of amendments.

- g) ELCOT is not responsible for any misinterpretation of the provisions of this tender document on account of the Bidders failure to update the Bid documents on changes announced through the website.

3.4 Language of the Bid

The bid prepared by the Bidder as well as all correspondence and documents relating to the bid shall be in English only. The supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation in English duly notarised, in which case, for all purposes of the bid, the translation shall govern. Bids received without such translation copies are liable to be rejected.

3.5 Bid Currency

Price should be quoted in Indian Rupees (INR) only and Payment shall be made in Indian Rupees only.

3.6 Contacting Tender Inviting Authority

- a) Bidders shall not make attempts to establish unsolicited and unauthorised contact with the Tender Inviting Authority or Tender Scrutiny Committee or Tender Accepting Authority, after the opening of the Tender and prior to the notification of the Award and any attempt by any Bidder to bring in the extraneous pressures on the Tender Accepting Authority and / or the Officials of ELCOT shall be the sufficient reasons to disqualify the Bidder.
- b) Notwithstanding anything mentioned above, the Tender Inviting Authority or the Tender Accepting Authority may seek bonafide clarifications from the Bidders relating to the tenders submitted by them during the evaluation of tenders.

3.7 Force Majeure

Neither the Purchaser/ELCOT nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes or contingencies beyond their reasonable control such as:

- a) Any act of God such as lightning, earthquake, landslide, etc or other events of natural disaster of rare severity.
- b) Meteorites or objects falling from aircraft or aerial devices, travelling at high speeds.
- c) Act of war (whether declared or undeclared), threat of war, invasion, armed

conflict or act of foreign enemy.

3.8 Dispute and jurisdiction

“Any dispute or difference, whatsoever, arising between the parties to this contract arising out of or in relation to the terms of this contract shall be resolved by the parties mutually by acting in good faith towards fulfilling the contract and for this purpose the parties mutually agree to furnish or exchange all relevant documents, information and any other material within their special knowledge and thereby conclude their discussions between them / their representatives or officers within a period of time as may be mutually agreed to say the time of commencement of the move to resolve the dispute”.

“In case the parties failed to resolve the disputes amicably within the time frame agreed and in the manner stated supra, the aggrieved party shall approach the Court in Chennai city alone to the exclusion of all other Courts to adjudicate the unresolved dispute”.

4. Eligibility Criteria

Eligibility criteria for Group A and Group B

The Bidders should have the following Eligibility for participating in the Tender. The Bidders should enclose documentary evidence for fulfilling the Eligibility in the Technical Bid. If a bidder fails to enclose the documentary proof for eligibility, their bid will be summarily rejected.

S. No	Eligibility Conditions	Documentary Proof to be submitted
1.	a) Bidder should be a Company or Partnership or Proprietorship firm Registered in India prior to 31/03/2018. b) Bidder should have experience in IT related products for minimum of 3 years as on 31/03/2021	a) Copy of the Certificate of incorporation/Registration issued by the relevant statutory authority should be submitted. b) Copy of the work order obtained from the customer or agreement signed dated prior to 31/03/2018 with the customer for any IT related products should be submitted.
2.	Bidder should have an average annual turnover of Rs.1 Crore or above in the last Successive audited financial years	Copies of the Audited financial statements for three Consecutive Financial years should be submitted (2017-18, 2018-19 & 2019-20).
3.	Bidder should have executed at least	Copies of work order(s) or

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	one Single order for the Supply and Commissioning of Video conferencing components and accessories for the value of Rs.10 Lakhs or Multiple orders for the value of Rs.20 Lakhs or more executed during any one of the financial years 2017-18, 2018-19 & 2019-20 to any University / Government / Public Sector Undertakings departments.	Agreements and Completion Certificates from the customers should be submitted.
4.	The Bidder shall be a OEM or their authorised distributors or dealers.	Copy of VC components Manufacturing License should be submitted by bidder or OEM for Group A and Group B
5.	Bidder shall have local office in Tamil Nadu	Copy of the Rental Agreement for 3 or more years and latest telephone bills should be submitted
6.	Bidder should have at least three service centres in Tamil Nadu. The service centres may be run by the manufacturer or the Franchise or the authorised distributors/dealers	Land-line telephone bills or rent agreement or agreement signed with the franchise dated prior to 31/03/2017 should be submitted as a proof for the availability of the service centre.
7.	OEM / Bidder shall have their own Website.	The URL of the Website Name and Copy of Home Page Print out should be submitted by the bidder including the respective OEM's.
8.	ISO 9001:2008 Certificate issued in the name of OEM for Manufacturing Process/ISO 14001:2008 Certificate issued in the name of OEM for handling of hazardous items in the manufacturing process.	Copies of valid ISO 9001:2008/ISO 14001:2008 Certificates or higher shall be submitted as proofs.

NOTE:-

- 1) Bidder should ensure the OEM support throughout the warranty period for the offered models.
- 2) Bidders should ensure that they have uploaded all the required proof of documents self-attested and signed with seal as specified in the Tender document without fail. Bids received without the supporting documents to prove their eligibility are liable for rejection. Bidder must be in a position to produce original for verification as and when demanded by ELCOT, failing which, such of those documents will not be considered.
- 3) ELCOT reserves the right to verify the Authenticity and Veracity of any documents submitted for Eligibility criteria.
- 4) In case show cause notice has been issued by ELCOT for poor performance, then ELCOT reserves the right to disqualify the bid submitted by such vendor.

5. Bid Preparation and Submission

5.1 Tender Procedure

- a) ELCOT is using a Tender portal <https://tntenders.gov.in>. The prospective Bidders should register themselves in the e-Tender Portal and submit the Bids electronically through the e-Tender portal. The paper based physical Tender submission is not permitted.
- b) The prebid meeting will be held on the date and time as mentioned in the Tender Schedule. The Bidders are requested to download the e-Tender help manual and user manuals from the Portal for reference.
- c) It is mandatory for the Bidders to possess a valid Class 3 Digital Signature Certificate (DSC) in the name of the tender submitting authority to complete the e-Tender Bid process as per the provisions of Government of India IT Act 2000 with latest amendments.
- d) The format of the contents of Technical Bid and Price Bid will be available in the tender site. The registered Bidders can log into the e Tender system and download the tender documents/corrigendums as applicable and go through them carefully. Then the bidders can get ready the relevant documents as required for the technical bid and upload the Documents as indicated before submitting the bid. Similarly the bidder has to download the Bill of Quantity (BOQ), the price bid form in xls format, fill up the relevant portions only in offline and then upload the final one against the price bid portion before submitting the bid.
- e) The contents of the Technical Bid with supporting documents and the Price Bid should be uploaded and submitted online using the Digital Signature Certificates within due date and time indicated.
- f) The Bid forms should be filled and submitted using the Digital Signature Certificates. The supporting documents should be scanned and uploaded in the e-Tender system.

5.2 Cost of Bidding

The Bidders shall bear all the costs associated with the preparation and submission of Bids. ELCOT will in no way be responsible or liable for these charges/costs incurred regardless of the conduct or outcome of the bidding process.

5.3 e-Tender Document Fee

The Tender Documents can be downloaded free of cost from the websites as mentioned in the Tender Schedule. The Tender document fee is waived, for such downloaded documents.

5.4 Tender fee Charges

For each and every Bid submitted, a non-refundable Tender fee charge as mentioned in the Tender Schedule should be paid through online to the details mentioned in S.No.4 of the Tender schedule. In case tender fee charges are paid in advance by the bidder, but due to some reasons the bids could not be uploaded, the Portal charges paid earlier will not be refunded.

5.5 Earnest Money Deposit (EMD)

1) a) An EMD amount as specified in the Tender Schedule, shall be paid through NEFT/RTGS to the details mentioned in S.No.5 of the Tender schedule. In the case of EMD charges paid in advance by the bidder, but due to some reasons, the bids could not be uploaded/ submitted; the EMD charges paid earlier will be refunded by applying through a Letter of request to ELCOT with necessary proofs. The EMD in the form of Bank guarantee is not acceptable

b) The EMD of the unsuccessful Bidders will be returned at the expense of the Bidders within a reasonable time consistent with the rules and regulations in this behalf. The EMD amount held by ELCOT till it is refunded to the unsuccessful Bidders will not earn any interest thereof.

c) The EMD amount of the Successful Bidder can be converted as part of the Security Deposit (SD) for the successful execution of the work and will be returned only after the successful fulfilment of the Contract.

d) Bidders with valid MSME certification are exempted from EMD charges on submission of necessary proof of documents.

2) The EMD amount will be forfeited by ELCOT, if the Bidder withdraws the bid during the period of its validity specified in the tender or if the Successful Bidder fails to sign the contract or the Successful in bidder fails to remit Security Deposit within the respective due dates.

5.6 Updation of payment details

(a) The payment particulars should be entered in the e-Tender Portal. In the e-tender portal the bidder should select payment type as NEFT/RTGS and enter UTR.No. and other details as asked

(b) The necessary payment receipt copies paid through RTGS/NEFT should be submitted to ELCOT through a covering letter indicating the tender reference no, before the due date and time of opening of the tender.

(c) At the time of opening of Technical Bids, the payment committed in the Bid should be factual and should match with the physically submitted payments.

(d) Even though the payment particulars are entered in the Tender portal, if the Bidder fails to submit the physical instrument, their bid is liable for rejection. If any of the information committed in the e-Tender Bid does not match with physically submitted payment, ELCOT reserves the right to reject the bid summarily.

5.7 Letter of Authorization

A letter of Authorisation from the Board of Directors / Appropriate Authority authorising the Tender submitting authority or a Power of Attorney shall be submitted in the bid, otherwise the Bids will be summarily rejected.

5.8 Two Part Bidding

Bidders should examine all Instructions, Terms and Conditions and Technical specifications given in the Tender document. Failure to furnish information required by the Bid or submission of a Bid not substantially responsive in every respect will be at the Bidders risk and may result in rejection of Bids. Bidders should strictly submit the Bid as specified in the Tender, failing which the bids will be non-responsive and will be rejected.

5.8.1 Technical Bid Form

a) The content format of the Technical Bid will be presented in the tender site and the bidder has to upload the relevant documents in the format, as asked in the tender against each item. The Bidder has to verify each uploaded document and then sign the same using the Digital Signature Certificate (DSC) before final submission.

b) The Technical Bid Form should not be changed or altered or tampered. If the Bid form is tampered, the Bids will be summarily rejected.

c) The Technical Bid Form should not contain any Price indications strictly; otherwise the Bids will be summarily rejected

d) The Technical Bid format as given in the Tender shall be filled, signed using the DSC and the scanned copy in the prescribed format shall be submitted.

e) The supporting documents and other documents should be submitted in pdf in the Technical Bid as indicated in Annexure -7

f) The bidders should submit the details of make and model of the items offered against the tender requirement as per the compliance sheet is given in the Annexure-6.

5.8.2 Price Bid Form

a) The Price Bid Form called Bill of Quantity (BOQ) will be in spread sheet format (xls). The original BOQ should be downloaded from the tender site, filled in at the appropriate places indicated in offline and then it has to be uploaded with the same name against the price bid option. The BOQ has to be verified and then signed using the DSC before final submission

b) The Price Bid Form should not be changed or altered or tampered. If the Bid form is tampered, the Bids will be summarily rejected.

c) The Price Bid Form should not contain any conditional offers or variation clauses; otherwise the Bids will be summarily rejected.

d) The Prices quoted shall be only in **INDIAN RUPEES (INR) only**. The tender is liable for rejection if Price Bid contains conditional offers.

e) The cost quoted by the Bidder shall include cost and expenses on all counts viz., cost of equipment, materials, tools, techniques, methodologies, manpower, supervision, administration, overheads, travel, lodging, boarding, in-station & outstation expenses, etc., and any other cost involved in the supply.

f) The cost quoted by the Bidder shall be kept firm for a period specified in the Tender from the date of opening of the tender. The Bidder should keep the Price firm during the period of Contract including during the period of extension of time if any. Escalation of cost will not be permitted during the said periods or during any period while providing services whether extended or not for reasons other than increase of duties / taxes payable to the Governments in India within the stipulated delivery period. The Bidders should particularly take note of this factor before submitting the Bids.

g) The Prices finalised after negotiations should be kept valid during the Rate Contract period and no escalation in the final price will be entertained including reasons due to Foreign Exchange fluctuations.

h) **Exchange Rate fluctuations (Foreign Currency Rate Exchange) cannot be cited as reasons for the delay or dishonour of Purchase Order.**

5.9 Bid closing date and time

The Bids should be submitted online not later than the date and time specified in the Tender Schedule or Corrigendum if published. The Tender portal will automatically lock the date and time exactly on the date and time. Even if the Bid submission is in half way through during the closing date and time, submission would not be possible. Hence the Bidders should be cautious to submit the Bids well in advance to avoid disappointments.

5.10 Withdrawal of bids

Bidders can withdraw their bids submitted earlier, in case they don't want to participate in this tender, may withdraw the uploads before the bid closing date and time. Bidders should note that once withdrawn, bid cannot be submitted again for this tender.

5.11 Resubmission of bids

Bidders can resubmit the bids at any point of time either in technical bid or in price bid or both, before the bid submission end date and time and only the last content updated successfully will be available for bid opening, at the scheduled date and time.

5.12 Bid acknowledgement

The e tender system will issue a bid acknowledgement receipt which is the final proof for the successful bid submission from the bidder side.

6. Tender opening and Evaluation

6.1 Technical Bid Opening

The Technical Bid will be opened online on the date and time as specified in the Tender schedule in the presence of those Bidders, who choose to be present against production of an authorisation letter from the Bidding authority. A maximum of two representatives for each Bidder would be allowed to attend the Tender opening.

6.2 Tender Validity

The offer submitted by the Bidders shall be valid for a minimum period of 90 days from the date of opening of the Tender as per TT Act. The Rate Contract will be valid for **12 months** from the date of signing of the contract or agreement/date of release of the first Purchase order. However ELCOT reserves the right to extend or short close the Tender validity period if situation warrants to benefit the Government.

6.3 Initial Scrutiny

Initial Bid scrutiny will be conducted and incomplete details as given below will be treated as non-responsive.

If Tenders are;

1. not submitted in two parts as specified in the Tender
2. received without the Letter of Authorisation
3. received without tender fee charges and EMD amount
4. found with suppression of details
5. with incomplete information, subjective, conditional offers.
6. submitted without support documents as per the Eligibility Criteria and Evaluation Criteria
7. non-compliance of any of the clauses stipulated in the Tender
8. lesser validity period

All responsive Bids will be considered for further evaluation. The decision of ELCOT will be final in this regard.

6.4 Clarifications by ELCOT

When deemed necessary, ELCOT may seek bonafide clarifications on any aspects from the Bidder. However, that would not entitle the Bidder to change or cause any changes in the substance of the Bid or price quoted. During the course of Technical Bid evaluation, ELCOT may seek additional information for verification to facilitate decision making. In case the Bidder fails to comply with the requirements of ELCOT as stated above, such Bids may at the discretion of ELCOT, shall be rejected as technically non-responsive.

6.5 Tender Evaluation

6.5.1 Suppression of facts and misleading information

- a) During the Bid evaluation, if any suppression or misrepresentation is brought to the notice of ELCOT, ELCOT shall have the right to reject the Bid and if after selection, ELCOT would terminate the contract, as the case may be, will be without any compensation to the Bidder and the EMD / SD, as the case may be, shall be forfeited.
- b) Bidders shall note that any figures in the proof documents submitted by the Bidders for proving their eligibility is found suppressed or erased, ELCOT shall have the right to seek the correct facts and figures or reject such Bids.
- c) It is up to the Bidders to submit the full copies of the proof documents to meet out the criteria. Otherwise, ELCOT at its discretion may or may not consider such documents.
- d) The Tender calls for full copies of documents to prove the Bidder's experience and capacity to undertake the project.

6.5.2 Technical Bid Evaluation

- a) A Tender Committee will examine / scrutinise the Technical Bids against the Eligibility Criteria and Evaluation Criteria given in the Tender document. The evaluation will be conducted based on the support documents submitted by the Bidders. The documents which did not meet the eligibility criteria in the first stage of scrutiny will be rejected in that stage itself and further evaluation will not be carried out for such bidders. The eligible Bidders alone will be considered for further evaluation.
- b) The offered models will be evaluated either through technical brochures or sample against the tender specification as given in the Scope of work to select the technically qualified bidder.
- c) The bidders if required have to submit their samples as per the terms specified in "8.2 Sample Submission Clause" or technical brochures.
- d) For those Bidders who have already worked or working with ELCOT, their previous performance in ELCOT would be the optional criteria for selection. If any unsatisfactory performances of those Bidders are found, their Bids will be straight away rejected.

The Unsatisfactory performance is defined as

1. Non responsiveness after getting the Purchase order
2. Delay in supply, installation of the ordered items etc.
3. Lack of communication about the delay in deliveries, Installation etc.
4. Poor warranty support etc.,
5. Not executing the Contract.
6. Not submitting the Security Deposit in the stipulated time.

6.5.3 Price Bid Evaluation

- (1) The Price Bids of the Technically Qualified Bidders alone will be opened online for evaluation in the presence of the Technically Qualified Bidders who are present at ELCOT. The Price bid shall include all the expenses toward this tender. The Bidders or their authorised representatives will be allowed to take part in the Price Bid Opening.
- (2) All the taxes indicated in the Price Bid will be taken for the Price Bid evaluation as per the Tamil Nadu Transparency in Tender Rules 2000 with latest amendments upto June 2018 amended from time to time.
- (3) As this is a rate contract, the Price Bid Evaluation shall include all components of GST as part of the price. The GST rates quoted should comply with the statutory guidelines and will be paid as applicable at the time of billing
- (4) The prices will be evaluated as per the tender rules and the decision of ELCOT will be final. The bidder should quote for all the items in the categories of Accessories and Video conferencing components as mentioned in the tender document. Partial bid is allowed (Category 1- Group A & C or Category 2-Group B & C or both Category 1 and Category 2).
- (5) The total value excluding applicable GST and including all other duties and charges (Such as Customs Duty, other duties not subsumed under GST, Installation Charges etc., as per the guidelines stated above) for all the items will be taken up for Price Bid evaluation. **The Bidders who quote L1 Price for the total value of items for Category 1 and 2 separately will be called as L1 Bidder.** However, the L1 Bidder will be asked to match the L1 Prices of line items if any, in case they have become L2 for those line items.

- (6) The Technically Qualified Bidders in Category **1 and 2** will be negotiated to match L1 Price. If more than one Bidder matches the L1 Price, then order will be placed with more than one Bidder, who matches the L1 Price. However, preference will be given to the L1 Bidder. The L1 Bidder will be given an order value more than the other Bidders, who match the L1 Price.
- (7) All the Bidders, who are selected after the Price Bid evaluation will be called as Successful Bidders in Category **1 and 2**.
- (8) The Successful Bidder should not sell the Tendered items to any other Customers at the price which is lower than the final negotiated price offered to ELCOT. If it is found that it has been sold at lower rate, then that lower price will be fixed by ELCOT for that item in future and also for the already supplied quantities under this tender.

6.6 Negotiations

Negotiations will be conducted with all the Successful Bidders for improvement in the Scope of Work, Specification, further reduction in price and advancement of delivery schedule.

6.7 Award of Contract

1. Total quantity will be apportioned among the L1 Bidder and other Bidders who have agreed to match L1 rate, as per the provisions of Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tenders Rules, 2000 amended from time to time and Terms and Conditions of the Tender.
2. No dispute can be raised by any Bidder whose Bid has been rejected and no claims will be entertained or paid on this account.
3. If the Customer desires the specific make, then orders will be issued as per the discretion of ELCOT

6.8 ELCOT reserves the right to:

1. Insist on quality / specification of materials to be supplied.
2. Modify, reduce or increase the quantity requirements to an extent of the tendered quantity as per the provisions of Tamil Nadu Transparency in Tenders Act 1998 and Tamil Nadu Transparency in Tenders Rules, 2000. Amended from time to time.

3. Change the list of areas of supply locations from time to time based upon the requirement of the purchase.
4. Ask other qualified Bidders to match the L1 price as this is a rate contract tender.
5. Reallocate the quantity to other Bidder, if delivery performance of the Bidder is not as per the Schedule.
6. Inspect the bidders' factory before or after placement of orders and based on the inspection,
7. Withhold any amount for the deficiency in the service aspect of the ordered items supplied to the customers.
8. Negotiate with the Bidder whose offer is the lowest evaluated price for further reduction in prices.

7. Execution of Work

7.1 Acceptance of Tender and Withdrawals

The final acceptance of the tender is entirely vested with ELCOT who reserves the right to accept or reject any or all of the tenders in full or in parts without assigning any reason whatsoever. The Tender Accepting Authority may also reject all the tenders for reasons such as change in Scope, Specification, lack of anticipated financial resources, court orders, calamities or any other unforeseen circumstances. After acceptance of the Tender by ELCOT, the Successful Bidder shall have no right to withdraw their tender or claim higher price.

7.2 Letter of Acceptance (LOA)

After acceptance of the Tender by ELCOT, a Letter of Acceptance (LOA) will be issued to the Successful Bidder(s) by ELCOT. Under this rate contract, ELCOT has the right to issue LOA to more than one bidder.

7.3 Payment of Security Deposit (SD)

The Successful Bidders will be required to remit the Security Deposit (SD) equivalent to **Five** percent of the value of the order, inclusive of EMD paid through online by RTGS/NEFT mode as per the Sl.no.5 of the tender schedule or in the form of unconditional irrevocable Bank Guarantee valid for a period of 15 months from the date of letter of acceptance of the tender on receipt of confirmation from ELCOT. **The SD shall be paid within 10 days from the date of issue Letter of Acceptance (LOA) by ELCOT.** The Security Deposit will be

refunded to the Successful Bidder only after the satisfactory completion of the contract period or extended the period, if any. The Security Deposit held by ELCOT till it is refunded to the Successful Bidder will not earn any interest thereof. The Security Deposit will be forfeited if the Successful Bidder withdraws the Bid during the period of Bid validity specified in the Tender or if the Bidder fails to sign the contract.

7.4 Execution of Contract

- a) The Successful Bidder shall execute a Contract in the non-judicial Stamp Paper of the required amount bought in Tamil Nadu only in the name of the Bidder within 7 days from the date of Letter of Acceptance issued by ELCOT with such changes/modifications as may be indicated by ELCOT at the time of execution on receipt of confirmation from ELCOT.
- b) The Successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate for the execution of the contract or any part thereof without the prior written consent of ELCOT. ELCOT reserves its right to cancel the purchase order either in part or full, if these conditions are violated. If the Successful Bidder fails to execute the Contract within the stipulated time in the tender, the EMD/SD of the Successful Bidder will be forfeited and their tender will be held as non-responsive.
- c) The expenses incidental to the execution of the Contract shall be borne by the Successful Bidder.
- d) The conditions stipulated in the Contract shall be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of ELCOT and ELCOT also have the right to recover any consequential losses from the Successful Bidder.

7.5 Release of Purchase Order

After execution of the Contract and payment of Security Deposit, “**Firm Purchase Order**” for the supply and commissioning of Tendered items will be issued to the Successful Bidder by ELCOT. The supply and payment will be based on the Purchase Order(s) issued from time to time.

7.6 Refund of EMD

The EMD amount paid by the Successful Bidder will be adjusted towards Security Deposit payable by them. If the Successful Bidder submits Security Deposit for the stipulated value, the EMD will be refunded through online by RTGS/NEFT. The EMD amount of the Unsuccessful Bidder will be refunded after finalisation of contract agreement with the Successful Bidder.

7.7 Release of SD

The Security Deposit will be refunded to the Successful Bidder on completion of entire supply subject to satisfaction of ELCOT. Such completion would be arrived at when the entire quantity is supplied by the Successful Bidder(s) as per the Contract Agreement and as per Work Order(s) issued by ELCOT from time to time.

7.8 Forfeiture of EMD and SD

- a) If the successful Bidder fails to act according to the tender conditions or backs out, after the tender has been accepted, the EMD will be forfeited to ELCOT.
- b) If the Successful Bidder fails to remit the SD, the EMD remitted by him will be forfeited to ELCOT and the tender will be held void.
- c) If the Successful Bidder fails to act up on to the tender conditions or backs out from the Contract, the SD mentioned above will also be forfeited by ELCOT.

7.9 Termination of Contract

7.9.1 Termination for default

- a) ELCOT may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 7 days, sent to the Successful Bidder, terminate the contract in whole or part,
 - (i) if the Successful Bidder fails to deliver any or all of the goods within the time period(s) specified in the Contract, or fails to supply the items as per the Delivery Schedule or within any extension thereof granted by ELCOT;*
 - or
 - (ii) if the Successful Bidder fails to perform any of the obligation(s) under the contract;

or

- (iii) if the Successful Bidder, in the judgement of ELCOT, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.
- b) In the event ELCOT terminates the Contract in whole or in part, ELCOT may procure, upon terms and in such manner as it deems appropriate, the goods and services similar to those and delivered and the Successful Bidder shall be liable to ELCOT for any additional costs for such similar goods. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.

7.9.2 Termination for Insolvency

ELCOT may at any time terminate the Contract by giving written notice with a notice period of 7 days to the successful bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the successful bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to ELCOT.

7.9.3 Termination for Convenience

ELCOT may by written notice, with a notice period of seven days sent to the Successful Bidder, 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 ELCOT's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the Successful Bidder is not entitled to any compensation whatsoever.

7.10 Execution of Work Order

The Successful Bidder shall nominate and intimate ELCOT an Account Manager for Single Point of Contact (SPOC), who shall be responsible for effective delivery of work complying with all the terms and conditions. The Successful Bidder shall ensure that the Account Manager fully familiarises with the Tender Conditions, Scope of Work and deliverables.

7.11 Assigning of Tender whole or in part

The successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate. The Bidder shall not under-let or sublet to any person(s) or body corporate for the execution of the contract or any part thereof without the prior written consent of ELCOT.

7.12 Liquidated Damages (LD)

Liquidated damages will be levied at the rate of 0.25% per day on the undelivered portion of the material, if delivery not completed within stipulated period. The delivery period will effect from the date of receipt of confirmed consignee address. If the Successful Bidder fails to supply even after the lapse of one month after the stipulated date of delivery, then the orders/contracts are liable for cancellation and the EMD/ Security Deposit will be forfeited in addition to ELCOT reserving the right to blacklist the successful bidders for a period of three years from participating in ELCOT's tenders. This alone will not relieve the Successful Bidder and the difference in cost of the items purchased through other technically qualified Bidders or any other alternative sources will be recovered from the Successful Bidder.

7.13 Penalty for Non-Fulfilment of Tender

A penalty will be levied at 5% of total value of purchase order in the event of non-fulfilment or non-observance of any of the conditions stipulated in the Contract, Terms and Conditions and work Order/Contract

7.14 Other Conditions

- a) The final decision would be based on the technical capacity and pricing of the Bidder. ELCOT does not bind itself in selecting the bidder offering lowest prices.
- b) ELCOT reserves the right not to accept lowest price, to reject any or all the tenders without assigning any reasons, to relax or waive any of the conditions stipulated in the terms and conditions of tender as deemed necessary in the best interest of ELCOT for good and sufficient reasons.

7.15 Dispute and Jurisdiction

"Any dispute or difference, whatsoever, arising between the parties to this contract arising out of or in relation to the terms of this contract shall be resolved

by the parties mutually by acting in good faith towards fulfilling the contract and for this purpose the parties mutually agree to furnish or exchange all relevant documents, information and any other material within their special knowledge and thereby conclude their discussions between them / their representatives or officers within a period of time as may be mutually agreed to say the time of commencement of the move to resolve the dispute”.

“In case the parties failed to resolve the disputes amicably within the time frame agreed and in the manner stated supra, the aggrieved party shall approach the Court in Chennai city alone to the exclusion of all other Courts to adjudicate the unresolved dispute”.

7.16 Other Documents to be included:

1. Copy of ESI Registration or necessary Exemption Letter for ESI Registration shall be submitted.
2. Copy of EPF Registration or necessary Exemption Letter for EPF Registration shall be submitted.

8. Scope of Work

8.1 Scope of Work

The successful bidder has to undertake to Supply and Commissioning of Video Conferencing components and related accessories to Various Government Departments in Chennai as well as across Tamil Nadu as per the requirements that may arise from time to time during the contract period. The detailed Scope of Work is given below.

1. Supply and Installation of video conferencing components with required cables & accessories, headset
2. Preparation and submission of complete Bill of Materials (BOM), location wise for the requirements.
3. Dispatch of materials as per the schedule submitted. The materials should be brand new and as per the tender specifications / requirements.
4. Preparation and submission of schedule for installation and testing to meet the requirements.
5. The Installation report in a prescribed format should be submitted by the Vendor mentioning serial no's of equipment's supplied, Installation completion date, Training completion date and warranty expiry date with duly attested by the End users.

6. User Manual should be handed over to the clients.
7. The Vendor has to coordinate with the user Departments and ELCOT during execution of the work for the requirements.
8. The Vendor shall set up a 24x7 help desk at their end to handle the service calls from departments without any additional cost. Contact numbers of the Network Integrator would be circulated amongst the Departments for raising services calls. All service calls raised shall be registered using Industry Standard Help Desk Software by the successful bidder. Periodical service call reports have to be submitted to ELCOT for review and to undertake necessary steps on the pending calls.
9. Provide comprehensive onsite Warranty for a period of minimum 1 year or standard product warranty Period from the date of installation at the customer's premises whichever is later including replacement of equipment's supplied under this project.
10. Maintain the equipment's after the expiry of warranty Period under Annual Maintenance Contract as required by the end-user except software based VC system
11. To Train the Officials on the operations of the equipment and also about the troubleshooting methods.

8.2 Sample Submission

a) For item quoted in the Tender, the samples should be submitted indicating the make, model number and brochures / specification of the items as per Annexure -7.4 of the Tender. OEM's quoted Make & Model and Brochure shall be made available in the OEM's Websites till the completion of supply. The OEM / Bidder shall ensure that the quoted Model shall be available for at least one year from the date of opening of the technical bid documents.

b) The bidders have to submit two No's of samples to ELCOT during the office hours on or before the bid submission due date and time if required.

c) Such samples should be delivered at the address mentioned in the Tender Schedule along with the INTERNAL TEST REPORT (**Format Prescribed in Annexure-6**) carried out by the OEM / Bidder as per this Tender specifications duly certified by the OEM / Bidder's Quality Inspection Officer with signature and designation.

d) If the samples are not delivered within the time limit specified in the Tender, it would be treated as non-responsive to the Tender conditions and the Bid is liable for rejection.

e) The OEM or the Bidder shall depute a technical team to coordinate with ELCOT Officials for the evaluation of the Samples as per the time schedule given to them. The time schedule given for evaluation shall be adhered to by each Bidder, failing which ELCOT will treat them as non-responsive and liable for rejection of their Bid.

8.2.1 Compliance with Technical Specification

The OEM's compliance to the Technical Specifications submitted in the Technical Bid of the Bidder will be scrutinized. Further, the Samples will be tested in line with the compliance submitted by the OEM. The Samples which do not meet the above criteria will be rejected. The whole evaluation exercise would be done in the presence of the bidders in a transparent manner.

8.2.2. Analysis of Samples

a) If the equipment supplied for evaluation meets the tender specifications, it would be treated that the equipment had passed the "specifications test". If the specifications are below the tender specifications, then the equipment would be treated as "failed" in the "specifications test". The bidders shall take utmost care to bring in the samples which shall be equal to or better than the specifications given in the tender documents.

b) ELCOT reserves the right to reject a sample if it is found that it does not meet the specifications. In such cases the bidder would be treated as "failed" in this test.

8.3 Supply, Installation and Commissioning

The Successful Bidder should do a site survey and understand the customer's requirements in detail. After the site survey a detailed solution proposal with comprehensive Bill of Material and time frame of implementation should be submitted to ELCOT. All installations carried out by the Successful Bidder shall conform to the national standards and code of practices. The Successful Bidder should provide end to end solution integration based on the proposal submitted and as per the purchase order of ELCOT.

- a) **Delivery:** The items should be delivered within 30 days from date of issue of Purchase Order however should be installed and commissioned within 1 week from date of supply. However, the Delivery Schedule/Implementation will be decided based on the Site Survey Report as well as the discussions with the end users/ customers on case to case basis. Based on any urgent requirement of end user, delivery schedule may be reduced by ELCOT after discussions and concurrence from successful bidder.
- b) The Successful Bidders after obtaining the Consignee address should visit the sites to assess the readiness of the site for installation. A report in this aspect has to be submitted to ELCOT within 3 days. ELCOT may advise the Purchaser to prepare the site ready for installation.
- c) However the Customer is responsible for the site preparation before the scheduled installation dates. Purchase of Work Order will be issue to the vendor only after receipt of site ready condition from the customer subject to validity of the contract agreement.
- d) The Successful Bidder is responsible for all unpacking, assemblies, wiring, installations, cabling between hardware units and connecting to power supplies. The Successful Bidder will test all hardware operations and accomplish all adjustments necessary for the successful and continuous operation of the hardware at all the installation sites.
- e) The Successful Bidders selected for various equipment's to be installed at a single user premises, shall co-ordinate with each other and prepare a list where delivery is planned by all the parties, so that installation and handing over can be carried out to the consignees suitably / simultaneously by all the parties. The Successful Bidder must send the proposed delivery schedule to each consignee and to ELCOT well in advance
- f) The Successful Bidder shall be responsible for the commissioning of the items supplied by interfacing / integrating with the purchaser's equipment / accessories / software supplied by other vendors
- g) The supply and installation of ordered items along with necessary operational and user manuals / drawings, circuit diagram, etc., should be handed over to the end user departments with one copy to ELCOT.
- h) After the successful Installation, commissioning and handing over of the ordered items to the consignees, the Successful Bidder must obtain signed

installation certificate in the specified format certified by the respective consignee on the installed items.

- i) The Successful Bidder shall send status report in the format prescribed on various intervals, as may be required by ELCOT from time to time, till the execution of the entire order. Status Report Format will be provided to the Successful Bidder along with the Letter of Acceptance.
- j) The Successful Bidder shall undertake to supply the spares for the maintenance of the offered items
- k) The details of phone, fax, mobile numbers & email address of
 - 1) Service centre representative responsible for the installation, warranty services.
 - 2) Higher level incharge who is responsible for the above representatives
 - 3) Persons controlling representatives and their incharge should be furnished in advance
- l) In the rare event of non-acceptance of delivery items by the end user, the Successful Bidder should immediately report to ELCOT for suitable directions.

8.4 Warranty Clause

The warranty clauses during the free warranty period of minimum **1 year or standard product warranty Period whichever is later** is given below:

- a) All the Tendered items shall be supplied to the customer site free from breakages, malfunctions, breakdowns or manufacturing defects. If any of the items are found defective due to manufacturing defect or design fault or transit damage occurred at the time of supply or within one month from the date of installation, the items in full shall be replaced within one month from the date of installation.
- b) All the materials and components of the Tendered items shall be covered with a warranty of minimum **1 year or standard product warranty Period whichever is later** from the date of signing of installation report of the ordered items. All the Tendered items supplied shall be free from breakages, malfunctions, breakdowns or manufacturing defects. If any of the items are found defective due to manufacturing defect or design faults or transit damages occurred at the time of supply, the items in full shall be replaced within one month from the date of installation.

- c) The successful Bidder shall give an undertaking to maintain the spares of all the hardware items of 2% of the total quantity ordered at their premises.
- d) During the warranty period, the complaints received from the Purchasers should be attended within 48 hours. If the complaint is not attended within 48 hours, penalty will be imposed as follows:-
- i. If the complaint is received during the forenoon (up to 2 PM), the complaint shall be attended on the same day.
 - ii. If the complaint is received during the afternoon (after 2 PM), the complaint shall be attended on the next day. If the next day is a declared Holiday, the complaint shall be attended in the next working day under normal circumstances. In emergency situations or urgent requirements of the customer, the complaint shall be attended to within 2 hours on the same day.
 - iii. All the complaints shall be attended from the nearest service centres.
 - iv. All the complaints shall be rectified within 2 working days excluding the date of complaint.

If the complaints are not rectified within the stipulated period as mentioned in class 8.4 (d) (iv) an equivalent standby shall be supplied till rectification. A penalty of 0.25% on the value of the item will be charged per day till the equipment is put on working condition, in case if the standby item is not supplied

- e) The successful bidder / supplier should send information through email (on the progress made on the supplies such as (a) Delivery, (b) SNR if any, (c) Installation, (d) Bill submission, (e) Warranty completion and (f) AMC start. The supplier should intimate ELCOT and the respective customer department / purchaser on the warranty completion date atleast 3 months (one quarter) with a request to confirm their willingness on the AMC support services and follow up with the customer /purchaser on the AMC support services

8.5 AMC Clause

The Successful Bidder agrees to provide comprehensive maintenance after expiry of warranty Period of all the systems which shall include preventive maintenance and corrective maintenance as per the end user requirements. The maintenance shall also include replacement of all parts.

8.6 Service Centre

As the equipments are to be commissioned anywhere in the State of Tamil Nadu, the Successful Bidder should furnish the details as per the tender with address, contact person and his/her telephone number, including mobile phone number and email id for at least three service centres in Tamil Nadu.

9. Payment Clause

- 1) No advance payment will be made.
- 2) 95% of the total cost of ordered items will be paid by ELCOT on behalf of the Purchaser, on installation, commissioning and handing over of the ordered items to the Purchaser, after testing the technical specifications. However if the site is not ready within 7 days of delivery, 75% of total cost will be paid on submitting the proof of delivery and certificate from the purchaser that the site is not ready, after receipt of funds from the Purchaser and balance 20% total cost will be paid on installation, commissioning and handing over of the systems.
- 3) Bills will be honoured after submission along with all supporting documents in complete shape.
- 4) The balance 5% of the payment will be released by ELCOT on behalf of the Purchaser, after satisfactory completion of warranty period. Alternatively, if the Successful Bidder produces an irrevocable Bank Guarantee for the balance 5% valid for 15 months during the warranty period, then the balance 5% payment will be released after observing the formalities stipulated.
- 5) If the Purchaser is not issuing a SNR (Site Not Ready) certificate, the Successful Bidder may give a letter to ELCOT stating that the Purchaser is not issuing a SNR. The 75% of total cost of the invoice will be made to the Successful Bidder after the receipt of funds from the Purchaser, on verifying the same with the end user department by ELCOT

- 6) The Successful Bidder hereby agrees to get the refund of incentive, duties and proportionate taxes from authorities concerned and pass it on to ELCOT/Purchaser(s) if the Government or any other appropriate agency reduces the duty or tax or give incentive of any type retrospectively after supplying the Ordered items failing which action will be taken to recover the balance amount from the Successful Bidder under the Revenue Recovery Act or any other relevant act.
- 7) Penalty amount(s) if any, will be adjusted in the payment due to the Successful Bidder.
- 8) All taxes and other levies imposed by Governments in India will be paid at actuals as applicable.

10. Penalty Clause

- a) A penalty will be levied at the rate of 0.25% per day if the delivery is not completed in full within the stipulated period. The delivery period will effect from the date of receipt of confirmed consignee address. Besides such performance may entail black-listing of Successful Bidder. If the Successful Bidder fails to supply even after the lapse of one month after the stipulated date of delivery, then the orders/contracts are liable for cancellation and the EMD/Security Deposit will be forfeited in addition to ELCOT reserving the right to blacklist the Successful Bidder for a period of three years from participating in ELCOT's tenders.
- b) In the event of non-fulfillment or non-observance of any of the conditions stipulated in the Contract, the Successful Bidder shall pay as penalty an amount Equivalent to 10% of total value of contract or an amount Equal to the actual loss incurred by ELCOT (or) the Purchaser (s) whichever is higher subject to the condition that the loss amount would not exceed the value of the goods supplied.
- c) Notwithstanding anything contained in the penalty clause, ELCOT reserves the right to blacklist the Successful Bidder from taking part in any of the procurement operations of ELCOT for a minimum period of three years from the date of blacklisting for failure to carryout supply in time or according to the quality and quantity prescribed or any such similar reasons. This penalty shall be over and above all other penalties.

Annexure-1 Model Form of Contract

(To be executed on a Rs. 20/- Non-Judicial Stamp Paper bought in Tamil Nadu by the Successful Bidder for Supply and Commissioning of Video Conferencing components and related accessories

(NO FIGURES IN NUMERALS OR WORDS SHALL BE FILLED UP IN THIS SAMPLE FORM AT THE TIME OF SUBMISSION OF TENDER)

This Contract is entered into at Chennai on the day of 2021 between Electronics Corporation of Tamil Nadu Limited, a wholly owned Government of Tamil Nadu Undertaking, a Company registered under the Indian Companies Act, 1956 and having its Registered office at 692, Anna Salai, Nandanam, Chennai- 600 035 herein after referred to as “ELCOT” (which term shall mean and include its Successors and permitted assigns)

and

a Company registered under the Indian Companies Act, 1956 and having its Registered Office at hereinafter referred to as the “Successful Bidder” (which term shall mean and include its successors and permitted assigns).

Whereas, ELCOT on behalf of the Government of Tamil Nadu has invited a Rate Contract tender vide Tender No. **ELCOT/Networks/OT/33459/ Video Conferencing components and related accessories/2021-22** for Supply and Commissioning of VC Components and related accessories on Rate Contract basis and the Successful bidder has been selected for the execution of work as per the tender document. Whereas ELCOT and the Successful Bidder in pursuance thereof have arrived at the following terms and conditions.

(1) This document on having been signed by both the parties shall constitute a binding contract between the parties and shall remain in force for a period of **12 Months**. ELCOT may renew/extend the contract for a further period as may be agreed between the parties but in the event of any breach of agreement at any time on the part of the Successful Bidder, the contract shall be determinable by ELCOT without compensation to the Service Provider. The

contract may also be put to an end at any time by ELCOT upon giving seven days notice to the Successful Bidder.

- (2) The Successful Bidder agrees that in the event of failure of 10% or more of the vital components of the equipments occurring during the warranty period, ELCOT would have a right to blacklist them for any procurement through ELCOT for a period of three years from that date.
- (3) The Successful Bidder agrees to supply and commissioning of Accessories and VC Components as per **ELCOT/Networks/ OT/ 33459 / Video Conferencing components and related accessories /2021-22** after carrying out successfully all the tests prescribed by ELCOT at an unit price of Rs..... (Rupees) plus applicable Taxes as detailed in Annexure- 'A' to this Agreement to the Purchaser(s) before the specified date. The price offered is firm and is not subject to enhancement on any grounds.

(4) **Delivery Schedule:**

(1) Delivery: The items should be delivered within 30 days from date of issue of Purchase Order however should be installed and commissioned within 1 week from date of supply. However, the Delivery Schedule/Implementation will be decided based on the Site Survey Report as well as the discussions with the end users/ customers on case to case basis. Based on any urgent requirement of end user, delivery schedule may be reduced by ELCOT after discussions and concurrence from successful bidder.

(2) The Successful Bidders after obtaining the Consignee address should visit the sites to assess the readiness of the site for installation. A report in this aspect has to be submitted to ELCOT within 3 days. ELCOT may advise the Purchaser to prepare the site ready for installation.

(3) However the Customer is responsible for the site preparation before the scheduled installation dates.

(4) The Successful Bidder is responsible for all unpacking, assemblies, wiring, installations, cabling between hardware units and connecting to power supplies. The Successful Bidder will test all hardware operations and accomplish all adjustments necessary for the successful and continuous operation of the hardware at all the installation sites.

(5) The Successful Bidders selected for various equipment's to be installed at a single user premises, shall co-ordinate with each other and prepare a list where delivery is planned by all the parties, so that installation and handing over can be carried out to the consignees suitably / simultaneously by all the parties. The Successful Bidder must send the proposed delivery schedule to each consignee and to ELCOT well in advance

(6) The Successful Bidder shall be responsible for the commissioning of the items supplied by interfacing / integrating with the purchaser's equipment / accessories / software supplied by other vendors

(7) The supply and installation of ordered items along with necessary operational and user manuals / drawings, circuit diagram, etc., should be handed over to the end user departments with one copy to ELCOT.

(8) After the successful Installation, commissioning and handing over of the ordered items to the consignees, the Successful Bidder must obtain signed installation certificate in the specified format certified by the respective consignee on the installed items.

(9) The Successful Bidder shall send status report in the format prescribed on various intervals, as may be required by ELCOT from time to time, till the execution of the entire order. Status Report Format will be provided to the Successful Bidder along with the Letter of Acceptance.

(10) The Successful Bidder shall undertake to supply the spares for the maintenance of the offered items..

(11) The details of phone, fax, mobile numbers & email address of

- 1) Service centre representative responsible for the installation, warranty services.
- 2) Higher level incharge who is responsible for the above representatives
- 3) Persons controlling representatives and their incharge should be furnished in advance

(12) In the rare event of non-acceptance of delivery items by the end user, the Successful Bidder should immediately report to ELCOT for suitable directions.

(5) **WARRANTY:-**

The warranty clauses during the free warranty period of minimum **1 year or**

standard warranty period whichever is later as given below:

- a) All the Tendered items shall be supplied to the customer site free from breakages, malfunctions, breakdowns or manufacturing defects. If any of the items are found defective due to manufacturing defect or design fault or transit damage occurred at the time of supply or within one month from the date of installation, the items in full shall be replaced within one month from the date of installation.
- b) All the materials and components of the Tendered items shall be covered with a warranty period of minimum **1 year or standard warranty period whichever is later** from the date of signing of installation report of the ordered items. All the Tendered items supplied shall be free from breakages, malfunctions, breakdowns or manufacturing defects. If any of the items are found defective due to manufacturing defect or design faults or transit damages occurred at the time of supply, the items in full shall be replaced within one month from the date of installation.
- c) The successful Bidder shall give an undertaking to maintain the spares of all the hardware items of 2% of the total quantity ordered.
- d) During the warranty period, the complaints received from the Purchasers should be attended within 48 hours. If the complaint is not attended within 48 hours, penalty will be imposed as follows:-
 - i. If the complaint is received during the forenoon (up to 2 PM), the complaint shall be attended on the same day.
 - ii. If the complaint is received during the afternoon (after 2 PM), the complaint shall be attended on the next day. If the next day is a declared Holiday, the complaint shall be attended in the next working day under normal circumstances. In emergency situations or urgent requirements of the customer, the complaint shall be attended to within 2 hours on the same day.
 - iii. All the complaints shall be attended from the nearest service centres.
 - iv. All the complaints shall be rectified within 2 working days excluding the date of complaint.

If the complaints are not rectified within the stipulated period as mentioned in class 8.4 (d) (iv) an equivalent standby shall be supplied till rectification. A penalty of 0.25% on the value of the item will be charged per day till the equipment is put on working condition, in case if the standby item is not

supplied

(e) The successful bidder / supplier should send information through email (on the progress made on the supplies such as (a) Delivery, (b) SNR if any, (c) Installation, (d) Bill submission, (e) Warranty completion and (f) AMC start. The supplier should intimate ELCOT and the respective customer department / purchaser on the warranty completion date atleast 3 months (one quarter) with a request to confirm their willingness on the AMC support services and follow up with the customer /purchaser on the AMC support services

(7) PAYMENT TERMS:

- (a) No advance payment will be made.
- (b) 95% of the total cost of ordered items will be paid by ELCOT on behalf of the Purchaser, on installation, commissioning and handing over of the ordered items to the Purchaser, after testing the technical specifications. However if the site is not ready within 7 days of delivery, 75% of total cost will be paid on submitting the proof of delivery and certificate from the purchaser that the site is not ready, after receipt of funds from the Purchaser and balance 20% total cost will be paid on installation, commissioning and handing over of the systems.
- (c) Bills will be honoured after submission along with all supporting documents in complete shape.
- (d) The balance 5% of the payment will be released by ELCOT on behalf of the Purchaser, after satisfactory completion of warranty period. Alternatively, if the Successful Bidder produces an irrevocable Bank Guarantee for the balance 5% valid for 15 months during the warranty period, then the balance 5% payment will be released after observing the formalities stipulated.
- (e) If the Purchaser is not issuing a SNR (Site Not Ready) certificate, the Successful Bidder may give a letter to ELCOT stating that the Purchaser is not issuing a SNR. The 75% of total cost of the invoice will be made to the Successful Bidder after the receipt of funds from the Purchaser, on verifying the same with the end user department by ELCOT

- (f) The Successful Bidder hereby agrees to get the refund of incentive, duties and proportionate taxes from authorities concerned and pass it on to ELCOT/Purchaser(s) if the Government or any other appropriate agency reduces the duty or tax or give incentive of any type retrospectively after supplying the Ordered items failing which action will be taken to recover the balance amount from the Successful Bidder under the Revenue Recovery Act or any other relevant act.
- (g) Penalty amount(s) if any, will be adjusted in the payment due to the Successful Bidder.
- (h) All taxes and other levies imposed by Governments in India will be paid at actuals as applicable.
- (8) PENALTY CLAUSE:**
- (a) A penalty will be levied at the rate of 0.25% per day if the delivery is not completed in full within the stipulated period. The delivery period will effect from the date of receipt of confirmed consignee address. Besides such performance may entail black-listing of Successful Bidder. If the Successful Bidder fails to supply even after the lapse of one month after the stipulated date of delivery, then the orders/contracts are liable for cancellation and the EMD/Security Deposit will be forfeited in addition to ELCOT reserving the right to blacklist the Successful Bidder for a period of three years from participating in ELCOT's tenders.
- (b) In the event of non-fulfillment or non-observance of any of the conditions stipulated in the Contract, the Successful Bidder shall pay as penalty an amount Equivalent to 10% of total value of contract or an amount Equal to the actual loss incurred by ELCOT (or) the Purchaser (s) whichever is higher subject to the condition that the loss amount would not exceed the value of the goods supplied.
- (c) Notwithstanding anything contained in the penalty clause, ELCOT reserves the right to blacklist the Successful Bidder from taking part in any of the procurement operations of ELCOT for a minimum period of three years from the date of blacklisting for failure to carryout supply in time or according to the quality and quantity prescribed or any such similar reasons. This penalty shall be over and above all other penalties.

- (9) The contract or any part share of interest in it is not to be transferred or assigned by the successful Bidder directly or indirectly to any person or persons whomsoever without the prior written consent of the Purchaser(s).
- (10) Neither the Purchaser(s)/ELCOT nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes or contingencies beyond their reasonable control such as
- (i) Any act of God such as lightning, earthquake, landslide, etc or other events of natural disaster of rare severity.
 - (ii) Meteorites or objects falling from aircraft or aerial devices, travelling at high speeds.
 - (iii) Act of war (whether declared or undeclared), threat of war, invasion, armed conflict or act of foreign enemy.
- (11) The following documents shall be deemed to form and be read and construed as part of this Contract.
- a) Technical Specifications
 - b) Tender Terms and Conditions
 - c) Amendments issued by ELCOT for the Tender document
 - d) Corrigendum/Clarifications issued by ELCOT for the Tender Document
 - e) Detailed final offer of the Successful Bidder
 - f) Purchase Order(s) issued by ELCOT from time to time
 - g) Correspondence made by ELCOT to the Successful Bidder from time to time during the period of the contract.

Wherever the offer conditions furnished by the Successful Bidder are at variance with conditions of this contract or conditions stipulated in the purchase order, the latter shall prevail over the offer conditions furnished by the Successful Bidder.

(12) Unless otherwise provided in the agreement, any notice, request, consent or other communication given or required to be given hereunder shall be given by mailing the same by registered mail, postage prepaid, return receipt requested in the case of the Successful Bidder to the Purchaser(s) at their respective addresses and set forth above or with other addresses and to the attention of such other person or persons as may hereafter be designated by like notice hereunder and any such notice sent by post shall be deemed to have been served on the date when in the ordinary course of post, it would have been delivered at the address to which it was sent.

(13) **Termination of Contract**

13.1. **Termination for default**

(a) ELCOT may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 7 days, sent to the Successful bidder, terminate the contract in whole or part,

i) if the Successful Bidder fails to deliver any or all of the goods within the time period(s) specified in the Contract, or fails to supply the items as per the Delivery Schedule or within any extension thereof granted by ELCOT

(or)

ii) if the fails to perform any of the obligation(s) under the contract

(or)

iii) if the Successful Bidder, in the judgement of ELCOT, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.

(b). In the event of ELCOT terminating the Contract in whole or in part, ELCOT may procure, upon terms and in such manner as it deems appropriate, the goods and services similar to those and delivered and the Successful Bidder shall be liable to ELCOT for any additional costs for such similar goods. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.

13.2 **Termination for Insolvency**

ELCOT may at any time terminate the Contract by giving written notice with a notice period of 7 days to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without

compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to ELCOT.

13.3 Termination for Convenience

ELCOT may by written notice, with a notice period of 7 days sent to the Successful Bidder, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for ELCOT's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. The Successful Bidder is entitled to any compensation whatsoever only for the work that was completed from the date of the order till the termination which conforms to the terms of the agreement. If the order is placed but there is no work carried out as per the Contract, or if the work carried out is not as per the Contract, the Successful Bidder would not be entitled to any compensation.

(14) Dispute and Jurisdiction:-

“Any dispute or difference, whatsoever, arising between the parties to this contract arising out of or in relation to the terms of this contract shall be resolved by the parties mutually by acting in good faith towards fulfilling the contract and for this purpose the parties mutually agree to furnish or exchange all relevant documents, information and any other material within their special knowledge and thereby conclude their discussions between them / their representatives or officers within a period of time as may be mutually agreed to say the time of commencement of the move to resolve the dispute”.

“In case the parties failed to resolve the disputes amicably within the time frame agreed and in the manner stated supra, the aggrieved party shall approach the Court in Chennai city alone to the exclusion of all other Courts to adjudicate the unresolved dispute”.

In Witness whereof the parties hereto have signed on the day, month and year above written in the presence of

For and on behalf of
Successful Bidder

Witnesses:

1.

2.

For and on behalf of
Electronics Corporation of
Tamil Nadu Limited

Witnesses:

1.

2.

Annexure-2 Bank Guarantee Format

(To be executed in Rs.100/- Stamp Paper)

To

The Managing Director
Electronics Corporation of Tamil Nadu Limited
MHU Complex II Floor
692 Anna Salai, Nandanam
Chennai - 600035

Bank Guarantee No:
Amount of Guarantee:
Guarantee covers from:
Last date for lodgement of claim:

This Deed of Guarantee executed by (Bankers Name & Address) having our Head Office at(address) (hereinafter referred to as "the Bank") in favour of The Managing Director, Electronics Corporation of Tamil Nadu Limited, a wholly owned Government of Tamil Nadu undertaking, MHU Complex II Floor, 692 Anna Salai, Nandanam, Chennai - 600035 (hereinafter referred to as "the Beneficiary") for an amount not exceeding Rs._____/ - (Rupees _____ Only) as per the request of M/s. _____ having its office address at _____ (hereinafter referred to as " Service Provider") against Letter of Acceptance reference _____ dated ___/___/___ of M/s. Electronics Corporation of Tamil Nadu Limited. This guarantee is issued subject to the condition that the liability of the Bank under this guarantee is limited to a maximum Rs._____/ - (Rupees _____ Only) and the guarantee shall remain in full force upto ___ months from the date of Bank Guarantee and cannot be invoked otherwise by a written demand or claim by the beneficiary under the Guarantee served on the Bank before ___ months from the date of Bank Guarantee.

AND WHEREAS it has been stipulated by you in the said ORDER that the Successful Bidder shall furnish you with a Bank Guarantee by a Nationalised Bank for the sum specified therein as security for compliance with the Successful Bidder performance obligations for a period in accordance with the contract.

AND WHEREAS we have agreed to give the supplier a Guarantee.

THEREFORE, we (Bankers address)....., hereby affirm that we are Guarantors and responsible to you on behalf of the Successful Bidder up to a total of Rs._____-/- (Rupees _____ Only) and we undertake to pay you, upon your first written demand declaring the Successful Bidder to be in default under the contract and without any demur, cavil or argument, any sum or sums within the limit of Rs._____-/- (Rupees _____ Only) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein. We will pay the guaranteed amount notwithstanding any objection or dispute whatsoever raised by the Service Provider.

This Guarantee is valid until ___ months from the date of Bank Guarantee.

Notwithstanding, anything contained herein.

Our liability under this guarantee shall not be exceed Rs._____-/- (Rupees _____ Only). This bank guarantee shall be valid up to ___ months from the date of Bank Guarantee and we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____

Notwithstanding anything contrary contained in any law for the time being in force or bank practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice of invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of guarantee can be made only by the beneficiary directly.

In witness whereof the Bank, through its authorised Officer, has set its, hand and stamp on this at _____.

Witness:

(Signature)

(Name in Block Letters)

1.

2.

Annexure-3 Sample Submission Form

Date of submission: __/__/__

Vendor Name :
Vendor Address :
Tender No. :
Sample Submitted On :
Tender Product SI No. :

Sl.No.	Item No. in the Tender	Item Description	Make	Model	Sl. No of the Item

VENDOR

Bidding Company Name:
Signature of the Representative:

Name:
Designation:
Contact No.

ELCOT

Name & Designation of the Person
Receives the Sample:
Store I/C Name & Designation:

Signature:

Annexure-4 Manufacturer's Letter of Guarantee

To

The Managing Director,
Electronics Corporation of Tamil Nadu Ltd.,
MHU Complex, II Floor,
692, Anna Salai,
Nandanam, Chennai – 600 035.

Sir,

We hereby authorise M/sto submit a Bid, and subsequently negotiate and sign the contract with the Purchaser/ELCOT against Tender No: **ELCOT/Networks/OT/33459/Video Conferencing components and related accessories/2021-22** for the (type the Description of goods) developed by us. We hereby extend our full warranty for the goods offered for supply by the above said M/s. _____ against this tender.

We also undertake to provide timely supplies as per terms of tender and as agreed mutually between ELCOT and M/s. _____ and also to provide a trouble free and continuous support either directly or through our authorised partners under our supervision during the Warranty Period. We will provide the necessary spares support in the event of replacement of any spare parts is necessitated while providing Warranty and Services and if the spares are not available then we will arrange for complete replacement of the item(s) with an equivalent / higher model.

We also undertake to submit the Factory Tested Samples and depute our Technical Person / Persons for speedy Sample Evaluation at ELCOT in the specified days. We also undertake that no refurbished components are used in the manufacture of the -----.

For this tender we authorise M/s. _____ (Complete address and full contact details of the partner) to be our sales and service partner. In the event of discontinuation of supply and service by our partner viz., M/s. _____ or any problem arises during provision of supply and services, the entire responsibility to provide trouble free and continuous supply and services to the end user / purchaser rests with us and we undertake to provide supply and services directly or through our alternative sales / service partners.

The supplied products should be available during warranty period.

**In case of violation of any of the conditions above, We
understand that We are liable to be blacklisted by ELCOT for a period of
three years.**

(Signature for and on behalf of Principal)

Note:

Manufacturer's Authorization is required from OEM as indicated in the Eligibility Criteria clause no.4.4

Annexure-5 Format for Clarifications / Amendments

FORMAT FOR QUERIES ON TENDER CONDITIONS AND TECHNICAL SPECIFICATIONS

Sl. No.	Page No.	Clause No.	Title of the clause	Description of the Clauses as per Tender Document	Amendment requested	Reasons for requesting the amendment

Annexure – 6 – FORMAT FOR INTERNAL TEST REPORT & COMPLIANCE

Technical Specifications

All the specifications in technical compliance have to be adhered to.

Note: All specifications to be read as better / higher

Group-A

- 1) USB Video conferencing system for small rooms
Part Code:STB001

Sl. No	Description	Details	Compliance : Yes/No
1	Package	Should include the USB based Video bar, Remote Control, power Adapter, 5m USB 2.0 cable, Wall Mount Kit	
2	Camera	120-degree FOV, 5 x zoom	
3	Microphone	12ft pickup range	

Tender Ref.: ELCOT/Networks/OT/33459/Video Conferencing components and related accessories /2021-22

Sl. No	Description	Details	Compliance : Yes/No
4	Supported OS	Windows, MAC	
5	Audio	Noise Block technology	
6	Interface	1x USB 3.0 Type-C port (with 2.0 compatibility), 3.5 mm audio stereo in	
7	Connectivity	Bluetooth 4.2	
8	Additional features	2 or more camera presets	

2) Expansion microphones

Part Code:MIC001

Sl. No	Description	Details	Compliance: Yes/No
1	support	Suitable for small to midsize conference rooms should support existing VC Systems	
2	Coverage	360-degree	

3) Headset

Part Code: HST001

Sl. No	Description	Details	Compliance: Yes/No
1	Connections	PC/Desk phone via USB-A/USB-C	
2	Compatibility	Windows or Mac OS	
3	Speaker sensitivity	84 dB SPL (1 mW/1 cm) +/- 3 dB	
4	Speaker impedance	32 ohm	
5	Microphone and Technology	Noise cancelling with Acoustic Fence technology (using two microphones)	
6	Voice alerts	Volume maximum, volume minimum, mute on, mute off, noise cancelling off, answering call	

4) Video conferencing System for Huddle rooms

Part Code:STB002

S.No	Description	Details	Compliance (yes/No)
1.	Features	With room capacity Upto 4 participants	
2	Video standards	H.264 AVC, H.264 High Profile, H.265	
3	Video input and output	1x HDMI and 1 x HDMI	
4	Camera	4 x digital zoom	

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and related accessories /2021-22**

5	Network support	IPV4 , IPV6	
6	Security	AES128, AES-256	
7	Field of view	120°	
8	Audio Inputs	Minimum 4 microphones	

5) USB based camera
Part Code:CAM001

S.No	Description	Details	Compliance (yes/No)
1	Zoom	12 x optical	
2	Resolution	1920 x1080	
3	Output	1080p30/25,720p30/25,960x540p 30/25, 640x 360 p30	
4	Compression	H.264 SVC/AVC	
5	Horizontal Field of View	6.9° - 72.5°	
6	Vertical Field of View	3.9° - 44.8°	
7	Pan range	+/- 170°	
8	Tilt range	+90/-30°	
9	I/O	USB 2.0	

6) Camera lens
Part Code:LEN001

S.No	Description	Details	Compliance (yes/No)
1	Features	Lens should extends the 12x camera field of view from 65° to 85°	
2	Compatibility	It should fit to old VC camera without harming camera efficiency	
3	Pan range	+/-100 or better	
4	Tilt range	+20/-30	
5	Lens focal length	F=3.76-37.6 mm	

7) Conference Phone
Part Code:SPK001

S.No	Description	Details	Compliance (yes/No)
1	Connectivity	USB, Bluetooth or IP	
2	Interface	1 USB 2.0 Type A or 1 USB 2.0 Micro- B, Integrated Bluetooth 5.0	
3	Microphone	360 degree pickup	
4.	Call Features	Call transfer, Call waiting, DND	
5	Features	On screen Virtual Keyboard, Noise Block AI	

**Tender Ref.: ELCOT/Networks/OT/33459/Video Conferencing components
and related accessories /2021-22**

8) USB PTZ web Camera
Part Code:CAM002

Sl. No	Description	Details	Compliance: Yes/No
1	Resolution	4K	
2	Field of view	Horizontal - 121 degree, vertical-75 degree	
3	Zoom	5 X	
4	AUDIO	2 built-in microphones	
5	USB	USB3.0	

9) Voice and Face detection Camera
Part Code:CAM003

Sl.No	Description	Details	Compliance: Yes/No
1	Requirements	Should detect Voice and Face	
2	Features	pan, tilt, and zoom motions	
3	Coverage	10 meters	
4	Connections	1 x mini-HDCI out to video system,2 x USB 2.0,1 x 3.5 mm stereo line-in,1 x HDMI in,1 x HDMI out	
5		The system should be interoperable with the existing VC system or behind laptop on USB mode	

10) Ceiling microphone set
Part Code:MIC002

Sl. No	Description	Details	Compliance: Yes/No
1	Pick up	360-degree directional pickup	
2	pattern	Three cardioid elements per microphone – Elements spaced 120 degrees apart	
3	Coverage	Total coverage area for a single Ceiling Microphone Array is 400 square feet	
4	compatibility	The proposed Microphone should have support for existing VC system	

**Tender Ref.: ELCOT/Networks/OT/33459/Video Conferencing components
and related accessories /2021-22**

11)Face recognition camera
Part Code:CAM004

Sl. No	Description	Details	Compliance: Yes/No
1		The system should continually scans the room and seamlessly commands the movable camera to pan, tilt, and zoom, framing the users	
2	Horizontal field of view	65 degree or higher	
3	Interface	1x HDCI to HDCI or 1x HDCI to Mini-HDCI	
4	Compatibility	The system should be compatible with existing system	

12)Video Conferencing System for small room
Part Code:VCE001

Sl. No	Description	Details	Compliance: Yes/No
1	Package	It should be All-In-One Video Bar and Wireless Remote Control/Touch Control Panel.	
2	Video resolutions	It should support 4K 30 fps,1080p 60 fps,1080p 30 fps ,720p 60 fps ,720p 30 fps.	
3	Audio standards	It should support G.711, G.728, G.729A, G.722, G.722.1, G.719, AAC-LD or better	
4	Video Inputs	1 x HDMI input.	
5	Video Outputs	1 x HDMI output,1 or more USB for touch display support	
6	Network and security features	Must support IPv4 on both H.323 and SIP. Authenticated access to admin menus, web interface and APIs	
7	Other Features	It should support wireless content sharing using Airplay and Miracast	
8	Connectivity	Bluetooth 5.0 and WiFi 802.11a/b/g/n/ac (MIMO)	

Group-B

1) USB Video conferencing system for small rooms
Part Code:STB003

Sl. No	Description	Details	Compliance: Yes/No
1	Package	Remote control with batteries, Power adapter, 4 m USB cable with USB pass-through, Wall / screen mount kit, setup sheet	
2	Camera	110° horizontal FOV, 4x zoom or better	
3	Microphone	12 ft pickup range	
4	Supported OS	Windows, MAC, Linux	
5	Audio	Automatic noise reduction	
6	Interface	1x USB 3.0 Type-C port 3.0 /1xUSB Type-B Port 3.0 (with 2.0 compatibility)	
7	Connectivity	Bluetooth 4.2 or better	
8	Additional features	Auto People Framing, Auto Speaker Tracking	

2) Expansion microphones
Part Code:MIC003

Sl.No	Description	Details	Compliance: Yes/No
1	Support	Suitable for small to midsize conference rooms should support existing VC Systems as per user requirements	
2	Coverage	360-degree	

3) Headset
Part Code: HST002

Sl. No	Description	Details	Compliance: Yes/No
1	Connections	PC via Wired/ Bluetooth	
2	Compatibility	Windows, Mac OS, Linux	
3	Speaker sensitivity	70 dBSPL or better	
4	Speaker impedance	32 ohm	
5	Microphone and Technology	Noise Reduction Microphone	
6	Voice alerts	Volume maximum, volume minimum, mute on, mute off	

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4) Video conferencing system for Huddle rooms
Part Code:STB004

S.No	Description	Details	Compliance (yes/No)
1.	Features	With room capacity Upto 4 participants	
2	Video standards	H.264 AVC,H.264 High Profile, H.265	
3	Video input and output	1x HDMI input and 1 x HDMI output	
4	Camera	4 x digital zoom or optical zoom or better	
5	Network support	1 Ethernet (RJ-45) 10/100/ 1000 for LAN, IPv4, IPv6	
6	Security	AES128 or higher	
7	Field of view	83° horizontal field of view or better; 51.5° vertical field of view or better	
8	Audio Inputs	Minimum 4 microphones	

5) USB based camera
Part Code:CAM005

S.No	Description	Details	Compliance (yes/No)
1	Camera Type	USB based camera	
2	Focus	Manual or automatic	
3	Zoom	12x digital or optical zoom	
4	Resolution	1920x1080	
5	Output	1080p30/25, 720p30/25, 960x540p 30/25, 640x 360 p30	
6	Compression	H.264 SVC/AVC	
7	Horizontal Field of View	6.9° - 72.5°	
8	Vertical Field of View	3.9° - 44.8°	
9	Pan range	+/- 170°	
10	Tilt range	+/-20°	
11	I/O	USB 2.0 or higher	

6) Camera lens
Part Code:LEN002

S.No	Description	Details	Compliance (yes/No)
1	Features	Lens should extends the 12x camera field of view from 65° to 85°	
2	Compatibility	It should fit to old VC camera without harming camera efficiency	
3	Pan range	+/-100 or better	
4	Tilt range	+20/-30	

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5	Lens focal length	F=3.76-37.6 mm	
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7) Conference Phone
Part Code:SPK002

S.No	Description	Details	Compliance (yes/No)
1	Connectivity	USB, Bluetooth or IP	
2	Interface	1 USB 2.0 Type A or 1 USB 2.0 Micro-B, Integrated Bluetooth 5.0	
3	Microphone	360 degree pickup	
4.	Call Features	Call transfer, Call waiting, DND	
5	Features	On screen Virtual Keyboard, Noise suppression	

8) USB PTZ web Camera
Part Code:CAM006

Sl.No	Description	Details	Compliance: Yes/No
1	Resolution	4K	
2	Field of view	90 degree Horizontal and 70 degree vertical	
3	zoom	5 X	
4	AUDIO	2 built-in microphones	
5	USB	USB 2.0 or Higher (USB 3.0)	

9) Voice and Face detection Camera
Part Code:CAM007

Sl.No	Description	Details	Compliance: Yes/No
1	Requirements	Should detect Voice and Face	
2	Features	pan, tilt, and zoom motions	
3	Coverage	10 meters	
4	Connections	1 x mini-HDCI out to video system, 1 x USB 2.0, 1 x 3.5 mm stereo line-in	
5		The system should be interoperable with the existing VC system or behind laptop on USB mode	

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10) Ceiling microphone set
Part Code:MIC004

Sl.No	Description	Details	Compliance: Yes/No
1	Pick up	360-degree pickup pattern	
2	pattern	Balanced directional	
3	Coverage	Total coverage area for a single Ceiling Microphone set is 400 square feet and above	
4	compatibility	The proposed Microphone should have support for existing VC system as per end user requirements	

11)Face recognition camera
Part Code:CAM008

Sl. No	Description	Details	Compliance: Yes/No
1		The system should continually scans the room and seamlessly commands the movable camera to pan, tilt, and zoom, framing the users	
2	Horizontal field of view	65 degree or higher	
3	Interface	Video Input and Output-USB	
4	Compatibility	The system should be compatible with existing system as per user requirements	

12)Video Conferencing system for small room
Part Code:VCE002

Sl. No	Description	Details	Compliance: Yes/No
1	Package	Camera , Remote , Wall Mount Kit	
2	Video resolutions	It should support 4K 30 fps,1080p 60 fps,1080p 30fps,720p 60fps,720p 30 fps.	
3	Audio standards	It should support G.711, G.728, G.729A, G.722,G.722.1,G.719, AAC-LD or better	
4	Video Inputs	1 x HDMI input	
5	Video Outputs	1 x HDMI output	

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Sl. No	Description	Details	Compliance: Yes/No
6	Network and security features	Must support IPv4 on both H.323 and SIP. Authenticated access to admin menus, web interface and APIs	
7	Other Features	It should support wireless content sharing using Airplay and Miracast	
8	Connectivity	Bluetooth 5.0 and WiFi 802.11a/b/g/n/ac (MIMO)	

Group -C

1) 12 x 8 Digital AEC signal processor
Part Code:DSP001

Sl. No	Description	Details	Compliance: Yes/No
1	AEC Inputs	12	
2	Analog Outputs	8	
3	independent AEC algorithms	12	
4	Features	Configurable Signal Processing, Bi-Directional Locate Functionality /Digital expansion for audio	

2) Power Junction Box 20 meters
Part Code:POW001

Sl. No	Description	Details	Compliance: Yes/No
1	Number of Sockets with individual switch control	3	
2	Wired	Yes	
3	Power Cord Length in meters	20	

3) Pedestal trolley for supporting 65 to 75 inches display and VC codec
Part Code:TRY001

S.No	Description	Details	Compliance: Yes/No
1	Size	suitable for 65" to 75" display	
2	Compatible Devices	Display	
3	Fit screen	60-100"	
4	Tilt range(in degree)	+5~--10	

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4) Pedestal trolley for supporting 85 inches display and VC codec
Part Code:TRY002

S.No	Description	Details	Compliance: Yes/No
1	Size	suitable for 85" display	
2	Compatible Devices	Display	

5) Floor mount stand for supporting 85 inches display
Part Code:TRY003

S.No	Description	Details	Compliance: Yes/No
1	Requirement	Floor mount stand for supporting 85 inches display	

6) 5 port POE Network switch
Part Code:NWS001

S.No	Description	Details	Compliance (yes/No)
1	Transmission method	Store and forward	
2	Cabling	Ethernet	
3	Standards	IEEE802.3	
4	No of POE capable ports	4	

7) 10 meters USB extension Cable
Part Code:CAB001

S.No	Description	Details	Compliance (yes/No)
1	Length	10 meters	
2	Requirements	Suitable to connect end points	
3	Type	USB	

8) USB/Bluetooth smart speakerphones
Part Code:SPK003

Sl. No	Description	Details	Compliance: Yes/No
1	loudspeaker frequency response	80 Hz to 15 kHz or above	
2	wireless frequency	Bluetooth v5.0 or better	
3	computer connectivity	USB-A or USB-B or USB-C models	
4	Microphone	Three microphone steerable set	
5	user controls	Call answer/end, mute, volume up/down, programmable function button	

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9) 55 inches Professional Display
Part Code:DIS001

Sl.No	Description	Details	Compliance: Yes/No
1	Display	55 Inch	
2	Resolution	3,840 X 2,160 (UHD)	
3	Brightness	400	
4	Features	webOS 4.5, Web Browser, Pre-loaded App, Wi-Fi, Screen Share, DIAL, Bluetooth Audio Playback, Mobile Connection Overlay	
5	Audio Input	10W+10W	

Annexure-7 Technical Bid

A7.1 Check-list for Enclosures

Documents to be submitted		Fill (YES or NO)
1	Filled Tender Technical Bid Form and Price Bid Form	
2	Payment of portal charges and EMD amount	
3	Two Part Bid submission	
4	Letter of Authorisation for signing the Tender document	
5	Letter of Undertaking	
6	Bidder's covering letter in the Letter head signed and stamped by the Authorised Signatory	
7	Undertaking Letter in the Letter Head of the Bidder signed and stamped by the Authorised Signatory	
Eligibility Criteria		
1	Certificate of Incorporation / Registration issued by the relevant statutory authority should be submitted	
2	Copy of the work order obtained from the customer or agreement signed dated prior to 31/03/2018 with the customer for any IT related products should be submitted.	
3	Copies of audited Financial statements for three Consecutive Financial years should be submitted (2017-18, 2018-19 & 2019-20).	
4	Full copies of Work Order or signed Agreement and performance / order completion certificate from the customers for executing single order value.	
5	copy of VC components Manufacturing License should be submitted by bidder or OEM	
6	Copy of the Rental Agreement for 3 or more years and latest	

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Documents to be submitted		Fill (YES or NO)
	telephone bills should be submitted	
7	<u>Service Centre Facilities</u> In case of Manufacturer's service centre or franchise service centre, Land-line telephone bills or rent agreement or agreement signed with the franchise dated prior to 31/03/2017 should be submitted as a proof for the availability of the service centre	
8	The URL of the Website Name and Copy of Home Page Print out should be submitted.	
9	Power of Attorney for submitting the bid	
10	Language of the supporting documents only in English	
11	The bidder had gone through the tender documents, reply to the pre bid queries & Corrigendum's.	
12	The bidder had gone through G.O.No.343 dated 18.09.2020 issued by Department of Finance(salaries)	
13	Copies of valid ISO 9001:2008 / ISO 14001:2008 Certificates or higher shall be submitted as proofs.	

Note: Please ensure all the relevant boxes are marked Yes/No against each column.

A7.2 Profile of the Bidder

1	Name of the Company / Firm	
	Year of Incorporation / Registration	
	Legal Status (Registered Company or Partnership or Proprietary ship Firm)	
2	Registered office	
	Telegraphic Address	
	Office Telephone Number	
	Fax Number	
3	Contact Person	
	Name	
	Personal Telephone Number	
	Email Address	
4	Local presence at Tamil Nadu	
	Telegraphic Address	

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	Office Telephone Number	
	Fax Number	
5	Contact Person	
	Name	
	Personal Telephone Number	
	Email Address	
6	Registration Details	
	Permanent Account Number	
	GST Registration Number	
1	Banker's Name, Address and Account number	
2	ESI Registration No. and ESI Remittance details for last 2 years	
3	PF Registration No. and PF Remittance details for last 2 years.	

Important Note:

Bidders should ensure that they have submitted all the required proof of documents as specified in the Tender document without fail. Bids received without the supporting documents to prove their eligibility are liable for rejection.

A7.3 Document Details in support of Eligibility Criteria

Sl. No.	Description	Please give details along with proof
1. a.	Certificate of Incorporation / Registration issued by the relevant statutory authority should be submitted	To be uploaded online
b.	Copy of the work order obtained from the customer or agreement signed dated prior to 31/03/2018 with the customer for any IT related products should be submitted.	To be uploaded online
2	Annual Turnover (INR)	To be uploaded online
	2019-20	To be uploaded online
	2018-19	To be uploaded online
	2017-18	To be uploaded online

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3	Details of Single order for the Supply and Commissioning of Video conferencing components and accessories for the value of Rs.10 Lakhs or Multiple orders for the value of Rs.20 Lakhs or more executed during any one of the financial years 2017-18, 2018-19 & 2019-20 to any University/ Government/Public Sector Undertakings departments.	To be uploaded online
4.a.	Manufacturing License for VC components to be submitted	To be uploaded online
b.	For authorised distributors or dealers, the manufacturer's authorisation letter for VC components to be submitted	To be uploaded online
5	Copy of the Rental Agreement for 3 or more years and latest telephone bills should be submitted	To be uploaded online
6	<u>Service Centre Facilities</u> Land-line telephone bills or rent agreement or agreement signed with the franchise dated prior to 31/03/2017 should be submitted as a proof for the availability of the service centre.	To be uploaded online
7	Details of the URL of the Website Name and Copy of Home Page Print out shall be submitted.	To be uploaded online
8	Copies of valid ISO 9001:2008 /ISO 14001:2008 Certificates or higher shall be submitted as proofs.	To be uploaded online

A7.4 Hardware Compliance

The Bidders shall submit the details of the make and model of each item offered against the tender requirement and technical compliance report as per the annexure-6.

Group-A

S.No	Part Code	Description	Make	Model
1	STB001	USB Video conferencing system for small rooms		
2	MIC001	Expansion microphones		
3	HST001	Headset		
4	STB002	Video conferencing system for Huddle rooms		
5	CAM001	USB based camera		
6	LEN001	Camera lens		
7	SPK001	Conference Phone		
8	CAM002	USB PTZ web Camera		
9	CAM003	Voice and Face detection Camera		
10	MIC002	ceiling microphone set		
11	CAM004	Face recognition camera		
12	VCE001	Video Conferencing system for small room		

Group-B

S.No	Part Code	Description	Make	Model
1	STB003	USB Video conferencing system for small rooms		
2	MIC003	Expansion microphones		
3	HST002	Headset		
4	STB004	Video conferencing system for Huddle rooms		
5	CAM005	USB based camera		
6	LEN002	Camera lens		
7	SPK002	Conference Phone		
8	CAM006	USB PTZ web Camera		
9	CAM007	Voice and Face detection Camera		
10	MIC004	ceiling microphone set		
11	CAM008	Face recognition camera		
12	VCE002	Video Conferencing system for small room		

Group-C

S.No	Part Code	Description	Make	Model
1	DSP001	12 x 8 Digital AEC signal processor		
2	POW01	Power Junction Box 20 meters		
3	TRY001	Pedestal trolley for supporting 65 to 75 inches display and VC codec		
4	TRY002	Pedestal trolley for supporting 85 inches display and VC codec		
5	TRY003	Floor mount stand for supporting 85 inches display		
6	NWS001	5 port POE network switch		
7	CAB001	10 meters USB extension Cable		
8	SPK003	USB/Bluetooth smart speakerphones		
9	DIS001	55 Inches Professional Display		

A 7.5 Declaration

We agree that the offer shall remain open for acceptance for a minimum period as stipulated in the Tender from the date of opening of the tender and thereafter until it is withdrawn by us by notice in writing duly addressed to the authority of opening the tender and sent by registered post with acknowledgement due or otherwise delivered at the office of the authority. The EMD amount shall not bear any interest and shall be liable to be forfeited by ELCOT if we fail to abide by the stipulations to keep the offer open for a period mentioned above or fail to sign and complete the contract document as required by ELCOT and furnish the Security Deposit as specified in the terms and conditions of the contract. The EMD amount may be adjusted towards SD or refunded to us unless the same or

any part thereof has been forfeited as aforesaid.

We agree to adhere with the schedule of implementation and deliver the items as specified in the tender.

We declare that the Price bid has been submitted without any conditions and strictly as per the Terms and Conditions of the tender document and we are aware that the Price bid is liable to be rejected if it contains any other conditions.

We declare that the information furnished in the tender is true to the best of our knowledge. If any false/fictitious information is found to have been furnished, we agree to the rejection of the bids and consequent actions as the tender.

**A 7.6- Instructions to the bidders one tendering through the site
tntenders.gov.in**

1. ELCOT is using the etendering system of Government of Tamil Nadu namely tntenders.gov.in which is developed and hosted by NIC. Bidders can go to the ELCOT tenders page directly by selecting the elcot-tntenders option from the home page of ELCOT site elcot.in
2. The bidders should enroll themselves on the website <https://tntenders.gov.in> using the option "Online Bidder Enrollment". This enrollment is free at this point of time.
3. Possession of a Valid Class III Digital Signature Certificate (DSC) in the form Of smart card/e-token with signing and encryption keys, in the Company's name is a prerequisite for registration and participating in the bid submission activities through this web site.
4. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://tntenders.gov.in> under the link "Information about DSC".
5. The web site also has user manuals with detailed guidelines on enrollment and participation in the online bidding process. The user manuals can be downloaded for ready reference.
6. Bidders can also attend the training/familiarization programme on the e-tendering system conducted periodically by NIC.
7. The bidders will be able to see the status of the tenders for which they have

submitted bids in different stages and would also be informed of the status by e-Mail. For the bidders who have specified the Product Category through "Product Category" option, information of all the tenders published, under the selected product category, will be sent by e-Mail.

8. Bidders should submit the bid well in advance before bid submission end date and time, instead of doing at the last minute, which may fail. In this case, the Tender Inviting Authority is not responsible for the non-submission of bids at the bidders end.
9. Bidder should contact the help desk for any clarifications on the bid submission at any point of time one day before the bid submission, so that bid submission goes through smoothly. Bidders should not assume and do the steps and then get into issues which cannot be solved.
10. Bidders should go through the tender documents and get ready the all relevant documents in pdf/xls/rar formats as indicated and then have to be uploaded against each. In the technical bid, bidders may attach an index page wherever necessary, in the beginning, which indicates the details of the files/documents that follow the index page against each technical bid content indicated. This will also help for easy reference later.
11. While scanning the bid documents to convert to pdf, bidders are asked to scan the page in 65 to 100 dpi mode, to get a readable page after scanning and also the size of the document will also be lesser. For pages in text, it is advised to use 65dpi mode and for pages with images, 100 dpi mode.
12. Bidders can get ready the technical bid and price bid in filled form in advance instead of doing at the last moment and once ready in all aspects, they may chose the freeze option to submit the bid finally and thereafter they will get a bid acknowledgement receipt which is the final end indicating the successful submission of the bid submission process.
13. Bidders can do the resubmission of the bid any number of times, either technical bid or price bid or both till the end date and time of bid submission. The content of the last submitted bid alone will be opened at the time of tender opening.
14. Bidders can withdraw the submitted bid before the end of bid submission date and time with proper reasons and once it is withdrawn, bids cannot submitted again for that tender.

15. For all tender processing activities, the server time indicated at the top, while doing bid submission/tender opening activities is the final. The Local system time will not be taken into account in this case.
16. Bidders may contact the help desk by mail etendersupport@elcot.in or by mobile 9566003517 to get any clarifications one bid submission process well in advance.

A7.7- Restrictions on Public Procurement Instructions to bidders to be complied

Bidders are requested to comply with the below instructions without fail

1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of registration under this tender shall be
- a) The Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). OR
- b) The Registration Committee constituted by Government of Tamil Nadu consisting of the following members:-
1. Managing Director & Chief Executive Officer, Guidance (as Chairman)
 2. Additional Chief Secretary to Government (Finance), or his representative
 3. Additional Chief Secretary to Government (Information Technology) or his representative
 4. Principal Secretary to Government (Public Works Department) or his representative
 5. Industries Commissioner and Director of Industries and Commerce.

Definitions:

- i. "Bidder" for the purpose of the tender (including the term 'tenderer', 'consultant', 'vendor' or 'service provider' in certain contexts) means any persons or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- ii. Bidder from a country which shares a land border with India" for the purpose of this tender means

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

However, there are no restrictions in case of procurement of goods or services from the bidder from those Countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development Projects.

iii. The “Beneficial owner “for the purpose of (ii) above will be as under:

(1) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation –

- a. “Controlling ownership interest” means ownership of, or entitlement to, more than twenty-five percent of shares or capital or profits of the company;
- b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.

(2) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

(3) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

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(4)Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(5)In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

(6)An 'agent' for the purpose of this tender is a person employed to do any act for another, or to represent another in dealings with third person.

(7)The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of a 'Contractor' from a Country which shares a land border with India' shall be as detailed in paragraph (ii) above.

Each Bidder shall have to submit the Undertaking.

Where applicable, the bidder shall have to submit the Certificate of Registration from the Competent Authority.

Annexure 8- Price Bid

All items should be quoted with warranty

Group-A

S. No (A)	Part Code (B)	Description (C)	Unit Price for without Taxes (in Rs) (D)	Applicable GST per unit (in %) (E)	GST value per unit (in Rs.) (F)	Total Unit Price with all Taxes and duties (Rs.) (G) = (D) +(F)	HSN Code
1	STB001	USB Video conferencing system for small rooms					
2	MIC001	Expansion microphones					
3	HST001	Headset					
4	STB002	Video conferencing system for Huddle rooms					
5	CAM001	USB based camera					
6	LEN001	Camera lens					
7	SPK001	Conference Phone					

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S. No (A)	Part Code (B)	Description (C)	Unit Price for without Taxes (in Rs) (D)	Applicable GST per unit (in %) (E)	GST value per unit (in Rs.) (F)	Total Unit Price with all Taxes and duties (Rs.) (G) = (D) +(F)	HSN Code
8	CAM002	USB PTZ web Camera					
9	CAM003	Voice and Face detection Camera					
10	MIC002	ceiling microphone set					
11	CAM004	Face recognition camera					
12	VCE001	Video Conferencing system for small room					
		Total (G1)					

Group-B

S. No (A)	Part Code (B)	Description (C)	Unit Price for without Taxes (in Rs) (D)	Applicable GST per unit (in %) (E)	GST value per unit (in Rs.) (F)	Total Unit Price with all Taxes and duties (Rs.) (G) = (D)+(F)	HSN Code
1	STB003	USB Video conferencing system for small rooms					
2	MIC003	Expansion microphones					
3	HST002	Headset					
4	STB004	Video conferencing system for Huddle rooms					
5	CAM005	USB based camera					
6	LEN002	Camera lens					
7	SPK002	Conference Phone					
8	CAM006	USB PTZ web Camera					
9	CAM007	Voice and Face detection Camera					
10	MIC004	ceiling microphone set					
11	CAM008	Face recognition camera					
12	VCE002	Video Conferencing system for small room					
		Total (G2)					

Group-C

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S. No (A)	Part Code (B)	Description (C)	Unit Price for without Taxes (in Rs) (D)	Applicable GST per unit (in %) (E)	GST value per unit (in Rs.) (F)	Total Unit Price with all Taxes and duties (Rs.) (G) = (D)+(F)	HSN Code
1	DSP001	12 x 8 Digital AEC signal processor					
2	POW01	Power Junction Box 20 meters					
3	TRY001	Pedestal trolley for supporting 65 to 75 inches display and VC codec					
4	TRY002	Pedestal trolley for supporting 85 inches display and VC codec					
5	TRY003	Floor mount stand for supporting 85 inches display					
6	NWS001	5 port POE network switch					
7	CAB001	10 meters USB extension Cable					
8	SPK003	USB/Bluetooth smart speakerphones					
9	DIS001	55 Inches Professional Display					
		Total (G3)					

Value of the Price Bid = Total of Column (G)

The Grand Total Amount of Column (G1) + (G3) for category-1 and The Grand Total Amount of Column (G2) + (G3) for category-2 will be evaluated to arrive at the Lowest Price (L1 Price) and as per the Price bid Evaluation clause no.6.5.3

Note: The bidder must quote for all items in either one of the Group (A) or (B). Group (C) should be compulsorily quoted

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Sl. No.	Items	Standard Product Warranty (in yrs) 'n'	CAMC in % for 'n' + 1 year	CAMC in % for 'n' + 2 year	CAMC in % for 'n' + 3 year	CAMC in % for 'n' + 4 year
1	2	3	4	5	6	7
1	Group-A(1to 12)					
2	Group-B(1to 12)					
3	Group-C(1to 9)					

Note:

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- 1) The Bidders should specify the Standard Product Warranty period in Years under Column (3)
- 2) CAMC should be quoted without fail. CAMC cost means cost toward all the spares, service charge and all taxes.
- 3) CAMC percentage quoted should be less than 10%.
- 4) If the bidder quotes 0% or leaves the column unfilled or empty, it will be treated as the bidder would render CAMC at free of cost.

Signature of the authorised person:

Name of the authorised person:

Designation:

Name and Address of Bidder:

Stamp of bidder: