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Telephone : 011-23238542, 23236740  
फैक्स : 0091-011-23231252  
Fax : 0091-011-23231252  
E-mail ई-मेल: secretary@dcindia.org  
Website : www.dciindia.org.in



ऐवान-ए-ग़ालिब मार्ग  
कोटला रोड, नई दिल्ली - 110 002  
Aiwan-E-Ghalib Marg,  
Kotla Road, New Delhi - 110 002

**भारतीय दन्त परिषद**  
**DENTAL COUNCIL OF INDIA**  
(CONSTITUTED UNDER THE DENTISTS ACT 1948)

**BY SPEED POST/E-MAIL**

No.Z.34053/1/2018-Admin/ 1383

Dated 2 May, 2018

To,

✓  
M/s \_\_\_\_\_  
(As per list attached)

Sub.: **Limited Tender Documents only to the qualifying bidders on two bid system basis, namely "The Technical Bid" and "The Commercial Bid" for selection of vendor for providing services of Webinar/Webcast under the rate contract for three years to the Dental Council of India-Regarding**

Sir/Madam,

I am directed to invite sealed limited tender only from the qualifying bidders, as per list attached, on two bids, namely, "The Technical Bid" and "The Commercial Bid" for selection of vendor for providing services of Webinar/Webcast under the rate contract for three years to the Dental Council of India as per the details set out in the schedule of the Limited Tender Documents.

2. Contracts concluded on the basis of tender shall be governed by the terms and conditions set out in the limited tender Documents.


3. Tenders received through e-mail or fax shall not be accepted under circumstances. Tenders submitted in the prescribed format given in the Tender Documents shall only be considered. Tenders submitted without accompanying the EMD shall be rejected summarily. Tender documents can be downloaded from the DCI website www.dciindia.org.in and cost of tender documents Rs.1000/- is to be paid by means of Demand Draft in favour of the Secretary Dental Council of India payable at New Delhi.

4. Tender contained in a sealed envelope should be submitted in the office of DCI latest by 21.05.2018 at 15:00 hrs. Tender will be opened by the DCI on the specific date and time as mentioned in the tender schedule of the document i.e. 02.05.2018 in the presence of such tenderers who wish to be present to witness the tender opening.

5. The DCI reserves the right to accept or reject any or all tender without assigning any reasons thereof.

Yours faithfully,

Encl.: As above.

  
(M.L. Meena)  
Joint Secretary (L&A)  
Dental Council of India

C.C.:

The President, Dental Council of India.

//

**SCHEDULE**

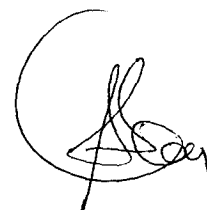
**REQUEST FOR PROPOSAL  
FOR  
SELECTION OF VENDOR  
FOR PROVIDING SERVICES OF WEBINAR /WEBCAST  
UNDER RATE CONTRACT FOR THREE YEARS**

**Tender No: DCI/WEBINAR/RFP/01/2018-19  
Dated 02.05.2018**



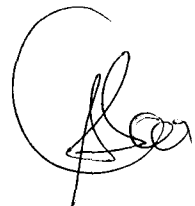
**DENTAL COUNCIL OF INDIA**

**Aiwan-E-Galib Marg  
Kotla Road, New Delhi-110002**

A handwritten signature in black ink, enclosed within a circular scribble.

## KEY INFORMATION

<b>Particulars</b>	<b>Details</b>
Tender Number	<b>DCI/WEBINAR/RFP/01 /2018-19</b>
Tender Title	Request for proposal for Selection of vendor for Webinar/Webcast Services under Rate Contract for three years.
Participation Fee (Non Refundable)	Rs. 1000/- (Rs. One Thousand Only) in form of Demand Draft/pay order.
Bid Security (EMD)	Rs. 15000/- (Rs. Fifteen Thousand Only ) in the form of Demand Draft.
Bid Validity	90 Days
Date of Publishing the tender on DCI's Website	<b>02.05.2018</b> <b>12:00 Hrs</b>
Last Date and time for submission of Bids	<b>21.05.2018</b> <b>15:00 Hrs</b>
Date and Time of Opening of Technical Bids	<b>01.06.2018</b> <b>10:00 Hrs</b>
Followed by opening sealed Commercial Bids	Applicable for qualifying bidders only.
Place of Opening of Bids	Dental Council of India Aiwan-e-Galib Marg Kotla Road, new Delhi-110002
Contact Numbers	011-23238542

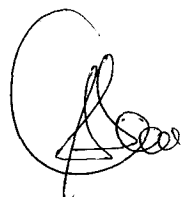


## DISCLAIMER

➤ The information contained in this RFP document or any information provided subsequently to Bidder(s) whether verbally or in documentary form by or on behalf of the Council, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

➤ This RFP is neither an agreement nor an offer and is only an invitation by Council to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and obtain independent advice, wherever necessary. DCI makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. DCI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

➤ This is not an offer by the DCI but only an invitation to bid in the selection process initiated by the DCI. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is executed by the duly authorized signatory of the DCI and the Bidder.

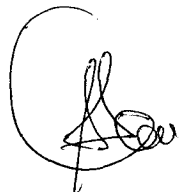
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**CHAPTER - 1**  
**INSTRUCTIONS TO BIDDERS**

**1.1 Minimum eligibility Criteria for the Bidders**

The Minimum Eligibility Criteria for the bidder shall be as under:-

<b>S No.</b>	<b>Eligibility Clause</b>	<b>Documents Required</b>
EC-1	Bidder should be a company registered with Registrar of Companies in India.	Certificate of Incorporation & Commencement of Business (applicable for Public Ltd. Companies). A certified copy of the same are required to be submitted with the Bid.
EC-2	The bidder should be either Original Service provider of Webinar /Webcast solution or one of their authorized representatives/Dealer in India.	In case of authorized representative /Dealer in India, a letter of authorization from original service provider should be submitted.
EC-3	Bidder should have provided Webinar /Webcast services to at least one organization under the category of government organization / public sector organization.	Documentary Proof in this regard is required to be submitted.
EC-4	The bidder should have a minimum turnover of Rs. 10 Lacs in the Financial year (2016-17).	(Documentary evidence certified by a CA & Financial Audited Statement needs to be furnished)
EC-5	The bidder should be having support office all over the Country	Complete Service Centre details are required to be submitted in Annexure-V with address and contact details wherever applicable. (Bank may verify the presence and if found incorrect bid may be rejected)
EC-6	Bidder should not be banned by any Public sector Bank/ PSU/ GOI Department as on date of submission of bid.	An Undertaking letter to be enclosed by the Bidder clearly stating that they are not banned by any PSU/GOI Departments as on date of submission of bid.
EC-7	They should also have the required registration from the service tax / sales tax/ state government authorities.	Details of which may be furnished as per annexure III



Photocopies of relevant documents / certificates, duly stamped and signed must be submitted as proof in support of the claims made. The DCI reserves the right to verify /evaluate the claims made by the Bidder independently. The decision of the DCI in this regard shall be final, conclusive and binding upon the Bidder.

## 1.2 Cost of Tender

The tender document may also be downloaded from The DCI's official website [www.dciindia.org.in](http://www.dciindia.org.in). The bidder downloading the tender document from the website is required to submit a non-refundable participation fees mentioned in **Key-Information** in the form of Demand Draft or Pay Order in favour of SECRETARY, DENTAL COUNCIL OF INDIA payable at New Delhi, at the time of submission of the technical bid, failing which the bid of the concerned Bidder will be rejected. It may be noted that amount will not be refunded to any prospective bidder under any circumstances including cancellation of RFP.

## 1.3 Language of the Bid

The bid as well as all correspondence and documents relating to the bid exchanged by the Bidder and The DCI shall be in English language only.

## 1.4 Two Bid System

a. The Bid Proposal being submitted would be binding on the Bidder. As such it is necessary that authorized personnel of the firm or organization must sign the Bid. The designated personnel should be authorized by a senior official of the Organization having such authority to do so. The Xerox copy of necessary Original Resolutions/ Authority/ Power of Attorney having authority to authorize the person to submit Bid Documents, on behalf of the Company shall be enclosed. The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a Bid commitment. The letter should also indicate the complete name and designation of the designated personnel.

b. The bidder shall submit his response to the present tender separately in two parts – **"The Technical Bid"** and **"The Commercial Bid"**. Technical Bid will contain product specifications whereas the Commercial bid contain the pricing information. In the first stage, only the Technical Bids shall be opened and evaluated as per the criterion determined by the DCI. Those bidders satisfying the technical requirements as determined by the DCI in its absolute discretion shall be short-listed for opening their Sealed Commercial bid

c. The DCI reserves the right to accept or not to accept any bid or to reject a particular bid at its sole discretion without assigning any reason whatsoever.

d. The Sealed commercial bid of only technically qualified & short-listed vendors shall be opened.

e. Bid documents shall be submitted in a Single sealed envelope, including Demand Draft/Purchase Order towards cost of RFP, Bid Security (EMD) and other required documents as mentioned in the tender and a sealed envelope containing commercial Bid, duly super-scribing the envelope with the reference of this RFP, due date, name of the Bidder with contact details. Bid document should be duly filed and all the pages of Bid including Brochures should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted Bid Documents should be serially numbered with the bidder's seal duly affixed with the signature of the authorized Signatory on each page. Documentary proof, wherever required, in terms of the RFP shall be enclosed.



f. The Bids containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the Bids. Technical details must be completely filled in. Correct technical information of the product being offered must be filled in.

### 1.5 Formation of Bid

The bid must be made in an organized and structured manner. The Bid should be properly sealed and marked as "**Bid for Webinar/webcast services under rate contract**", Tender Reference Number, Bidder's name and address. The Technical Bid shall contain the following documents:-

S.No.	Documents
1	Tender Covering Letter as per Annexure -I
2	Compliance to Minimum Eligibility Criteria as per Annexure II (please ensure that all related documents to Minimum Eligibility criteria have been attached)
3	Bidders Information as per Annexure III
4	Acceptance of the terms and conditions of RFP and Technical Specifications (compliance Statement as per Annexure IV )
5	Service Support Centers Detail as per Annexure - V
6	Performance Statement as per Annexure VI
7	Another Sealed Envelope containing Commercial Bid as per Annexure VII duly labelled as 'Commercial Bid' and Tender Reference No. , Name of the Bidder.
8	Bid Earnest Money in the form of Bank Guarantee as per Annexure VIII
9	Check list for bid submission Annexure IX
10	DD of Rs. 1000/- payable to Secretary, Dental Council of India toward cost of Tender Document (Please mention the tender name with year and company name at the back of DD/Pay order.)
11	Technical compliance Sheet as per annexure XI
12	Copy of Power of Attorney authorizing official for signing the Bid
13	Any other document indicating the feature of the product.

**Note:** All Claims made by the Bidder will have to be backed by documentary evidence. The bidder is expected to examine all instructions, forms, terms and specifications in the RFP. Failure to furnish all information required may result in the rejection of the Bid.

### 1.6 Submission of bids

The DCI expects the bidders to carefully examine all instructions, terms and conditions mentioned in this RFP document before submitting its unconditional compliance as part of the RFP. Failure to furnish all information required or submission of an RFP not substantially responsive to the RFP in every respect will be at the bidder's risk and may result in the rejection of its response.

Bids duly sealed should be submitted, in person, on or before the last Date and Time for bid submission at the address mentioned below.

Dental Council of India  
Aiwan-E-Galib Marg  
Kotla Road, New Delhi-110002

Any other mode of submission, e.g., fax, e-mail etc. will not be accepted.



## 1.7 Cost of Preparation and Submission of Bid

The Bidder shall bear all costs associated with the preparation and submission of its Bid and the DCI will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

If any information / data / particulars are found to be incorrect, DCI will have the right to disqualify / blacklist the company and invoke / forfeit the EMD.

All communications, correspondence will be only to the prime bidder. Any partner/sub contractor has to communicate only through the prime bidder. The prime bidder will act as the single point of contact for the DCI.

DCI reserves its right to cancel the order even after placing the letter of Intent (LOI) / Purchase Order, if DCI receives any directions / orders from Govt. of India in a nature that binds the DCI not to take the project forward.

## 1.8 Late bids

Any bid received after the due date and time for receipts of bids as prescribed in this RFP will be rejected and returned unopened to the Bidder.

## 1.9 Earnest Money Deposit (EMD)

Non-submission of Earnest Money Deposit as mentioned in **Key-Information** will lead to outright rejection of the Offer. The EMD is to be submitted in the shape of Demand Draft /Pay Order from any scheduled commercial Bank.

EMD of unsuccessful Bidders will be returned to them on completion of the procurement process. The EMD of successful Bidder(s) will be returned within 45 days on submission of EMD.

The Earnest Money Deposit may be forfeited under the following circumstances:

a. If the Bidder withdraws its bid during the period of bid validity (90 days from the date of opening of the technical bid).

b. If the Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or

c. In case of Technically qualified /successful bidder, if the bidder fails:

To accept the commercial bid submitted.

To sign the contract in the form and manner to the satisfaction of the DCI.

To furnish performance Bank Guarantee in the form and manner to the satisfaction of the Bank.

## 1.10 Performance Bank Guarantee

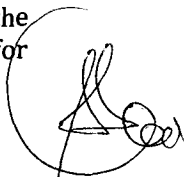
The successful bidder has to submit the Performance Bank Guarantee (**Format of Performance Bank Guarantee Annexure X**) of 10% cost of contract value (Total cost of ownership) for the due performance of the contract, valid for 39 months including 3 months claim period. It will be submitted at DCI office level.

In case vender(s) fails to perform the contract or fails to pay the due penalty, if any, as demanded by DCI, DCI shall invoke the Bank Performance Guarantee to recover penalty/damages.

## 1.11 Opening of bids

Technical Bid offer will be opened on the date and time mentioned in the bid '**Key-Information**' in the presence of the Bidders who choose to attend on the said date and time.

The DCI will evaluate the technical and techno functional response to the RFP of the Bidders who are found eligible as per the eligibility criteria mentioned in the RFP. There will be no scoring involved in the eligibility evaluation. Bids of only those Bidders who have been found to be in conformity of the eligibility terms and conditions during the preliminary evaluation would be taken up by the DCI for





further detailed evaluation. The Bidders who do not meet the eligibility criteria and all terms during preliminary examination will not be taken up for further evaluation. During evaluation of the Bids, the DCI at its discretion may ask a bidder for clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.

### **1.12 Evaluation Process of the Bids**

The Evaluation will be a Three-stage process:

1. Eligibility Criteria Evaluation - (Mandatory to meet by the bidders)
2. Technical Evaluation
3. Commercial Evaluation - (bidding through sealed commercial bids)

The evaluation by the DCI will be undertaken by a committee of DCI and may include Consultant. The decision of the committee shall be considered final. Multiplication Factor (Events) mentioned in commercial bid format (Annexure VII) is solely for determination of L1 Bidder. The actual Events may differ from the said figure.

#### **1.12.1 Preliminary Scrutiny**

a. The DCI will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order.

b. The DCI may, at its discretion, waive any minor infirmity, non-conformity, or irregularity in a Bid, which does not constitute a material deviation.

c. The DCI will first examine whether the Bid and the Bidder is eligible in terms of Eligibility Criteria. The bids not meeting the Minimum Eligibility Criteria shall not be considered for further evaluation.

d. Prior to technical evaluation, the DCI will determine the responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security, Applicable Law, Bank Guarantee, Eligibility Criteria, will be deemed to be a material deviation.

e. The DCI's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.

f. If a Bid is not responsive, it will be rejected by the DCI and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

#### **1.12.2 Clarification of bids**

To assist in the scrutiny, evaluation and comparison of offers/bids, The DCI may, at its sole discretion, ask some or all Bidders for clarification of their offer/bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of The DCI in this regard shall be final, conclusive and binding on the Bidder.

The bidder shall notify The DCI in writing of all subcontracts awarded under the contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the bidder from any liability or obligation under the contract. The DCI reserves rights to accept such arrangement or reject the proposal outright. Proof of such contracts should be submitted to The DCI.

#### **1.12.3 Technical evaluation**

The technical bids shall be evaluated by a committee of experts for the following:-

- i. Compliance of Minimum eligibility criteria
- ii. Receipt of all/complete documents/information/undertakings etc.
- iii. Compliance of technical specifications of the products quoted. (please refer Technical specification sheet Annexure XI)
- iv. Adherence to support set up requirements.



DCI may, if it deems necessary, ask for presentations of the bidder, Proof of concept or site visits of their facilities to assess and satisfy itself on manufacturing/supply chain and support capabilities of the bidders.

#### **1.12.4 Commercial Evaluation**

The commercial bid evaluation will be carried out by opening sealed commercial bids. Based on the commercial bid values obtained, the bidder with the lowest commercial proposal will be designated as L1 Bidder.

#### **1.13 Address for Submission of Bid and communication**

Offers should be addressed to the following office at the address given below:

Dental Council of India  
Aiwan-e-Galib Marg  
Kotla Road, New Delhi-110002

#### **1.14 No commitment to accept lowest or any bid**

The DCI shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete.

DCI reserves the right to make changes in the terms and conditions of purchase. DCI will be under no obligation to have discussions with any bidder, and/or entertain any representation.

#### **1.15 Right To Accept Any Bid And To Reject Any Or All Bids / Cancellation Of Tender Process**

DENTAL COUNCIL OF INDIA reserves the right to accept or reject in part or full any or all offers without assigning any reason thereof even after issuance of letter of Intent. Any decision of DCI in this regard shall be final, conclusive and binding upon the bidders. The DCI reserves the right to accept or reject any Bid in part or in full, and to annul the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bank's action. During any stage of evaluation process, if it is found that the bidder does not meet the eligibility criteria or has submitted false /incorrect information the bid will be summarily rejected by the DCI and no further correspondence would be entertained in this regard. DCI further reserves the right to amend, rescind, reissue or cancel this RFP and all amendments will be advised to the Bidder and such amendments will be binding upon them. The DCI also reserves its right to accept, reject or cancel any or all responses to this RFP without assigning any reason whatsoever. Further please note that the bank would be under no obligation to acquire any or all the items proposed. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of DCI and the bidder.

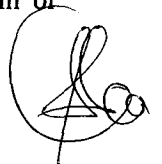
#### **1.16 Correction of Errors**

Bidders are advised to exercise greatest care in entering the pricing figures. No corrigenda or requests for prices to be corrected will be entertained after the bids are opened. If there are any corrections in the bid document, the authorized signatory should initial them all, failing which the figures for such item shall not be considered. Discrepancies in bids will be corrected as follows:

Where there is a discrepancy between the amounts in figures and in words, the amount in words shall prevail

Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of DCI, there is an obvious error such as a misplacement of a decimal point, in which case the line item total will prevail

Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the schedule of prices, the amount obtained on totalling the line items in the Bill of Materials will prevail



The amount stated in the correction form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall price to rise, in which case the bid price shall prevail.

Based on the DCI's requirements as listed in this document, the bidder should identify and offer the best-suited solution / bill of material for the product that would meet the DCI's requirements and quote for the same.

#### **1.17 Bid validity period**

Bids shall remain valid for 90 (Ninety) days after the date of bid opening prescribed by the DCI. The DCI holds the rights to reject a bid valid for a period shorter than 90 days as non-responsive, without any correspondence. In exceptional circumstances, The DCI may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended.

A Bidder acceding to the request will neither be required nor be permitted to modify its bid. A Bidder may refuse the request without forfeiting its bid security. In any case the bid security of the Bidders will be returned after completion of the process.

#### **1.18 Award of contract**

Following evaluation, a contract may be awarded to the bidder whose bid meets the requirements of this RFP and provides the best value to the DCI from both a techno-functional and commercial point of view.

The DCI reserves the right to award the contract in whole or in part. The acceptance of the bid, subject to contract, will be communicated by way of placing a purchase order in writing at the address supplied by the bidder in the bid document. Any change of address of the bidder should therefore be notified promptly to the Secretary at the address given in this RFP.

#### **1.19 Contract Period**

The contract will be for a period of three year. DCI reserves the right to extend the contract after the expiry of the initial term and conditions for further six months. If the DCI is of the opinion that there are reductions of rates in the market for comparable services, compared to the initially agreed rates. The DCI reserves the right to negotiate the initial agreed rates and it will be mutually decided between bidder and the DCI for the subsequent period. However the DCI may consider an exit option if no reasonable solution is obtained.

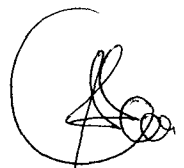
#### **1.20 Signing of contract**

The successful bidder(s) shall be required to enter into a contract with DCI, within Seven (7) days of the award of the work or within such extended period, as may be specified by DCI. This contract shall be based on this RFP document (read with addendums/Corrigendum/Clarifications), LOI, Purchase order and such other terms and conditions as may be determined by DCI to be necessary for the due performance of the work, as envisaged herein and in accordance with the bid.

However the terms and conditions of purchase order and RFP shall constitute a binding contract till such a contract is issued.

#### **1.21 Confidentiality of the Bid Document**

The Bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and confidential.



## **CHAPTER - 2 TERMS AND CONDITONS**

### **2.1 PRICES AND TAXES**

Prices shall be expressed in the Indian Rupees only. The bidder must quote total cost of service only. All taxes like GST shall be payable extra on actual basis. The commercial proposal is to be strictly as per Technical offer only.

### **2.2 PAYMENT TERMS**

Payments will be made by DCI on event basis after successful completion of event.

### **2.3 PAYING AUTHORITY**

Order will be placed mainly by DCI on the basis of rates approved. Payments will be made by DCI after submitting invoice.

### **2.4 DELAYS IN THE BIDDER'S PERFORMANCE**

The bidder must strictly adhere to the implementation schedule, as specified in the purchase contract, executed between the Parties for performance of the obligations, arising out of the purchase contract and any delay in completion of the obligations by the Bidder will enable Bank to resort to any or both of the following:

- i. Claiming Liquidated Damages
- ii. Termination of the purchase agreement fully or partly and claim liquidated damages.
- iii. Forfeiting of Earnest Money Deposit / Invoking EMD (Bank Guarantee / DD)

### **2.5 LIQUIDATED DAMAGES**

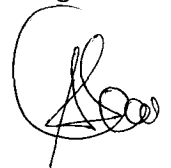
If vendor fails to conduct the event as per DCI requirement a penalty will be charged @ 20% of the event cost. The penalty will be recovered from any subsequent payments of successful events or from the performance bank guarantee if required.

The DCI is entitled to deduct the penalty from the purchase price or any other amount, which is due to supplier from this contract, or any other contract or by invoking the Bank Guarantee.

### **2.6 ORDER CANCELLATION**

The DCI reserves the right to cancel the contract placed on the selected Bidder and recover expenditure incurred by The DCI under the following circumstances:-

- a. The selected Bidder commits a breach of any of the terms and conditions of the bid and fails to meet agreed uptime.
- b. The Bidder goes into liquidation, voluntarily or otherwise.
- c. An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- d. If the selected Bidder fails to complete the assignment as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. The DCI reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.
- e. If deductions of account of liquidated damages exceeds more than 10% of the total contract price.
- f. In case the selected Bidder fails to deliver the quantity as stipulated in the delivery schedule, The DCI reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the selected Bidder.
- g. The DCI reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking The Bank guarantee under this contract.



h. The DCI reserve its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone.

## **2.7 a) TERMINATION OF CONTRACT**

The contract may be terminated if any event is not completed successfully or within the stipulated time period as specified by DCI or if any act/ event/ incident takes place which can be attributed to bidder, resulting in delay/ incompleteness of an event leading to reputational or other loss to DCI.

DCI reserves the right to terminate and/or delist the services of a particular service provider in the event of one or more of the following:

- I. Delay in conducting an event on the date of schedule for reason solely attributed to the vendor/s.
- II. Breaching of any terms and conditions of the tender.
- III. If the vendor goes into liquidation voluntarily or otherwise.

In addition to the above, the DCI reserves the right to blacklist the vendor for non-performance and/or forfeit the Security Deposit accordingly.

## **2.7 b) CONSEQUENCES OF TERMINATION**

In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], The DCI shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Bidder to take over the obligations of the erstwhile Bidder in relation to the execution/continued execution of the scope of the Contract.

In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by The DCI, the Bidder herein shall be obliged to provide all such assistance to the next successor Bidder or any other person as may be required and as The DCI may specify including training, where the successor(s) is a representative/personnel of The DCI to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

Nothing herein shall restrict the right of The DCI to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to The DCI under law or otherwise.

The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

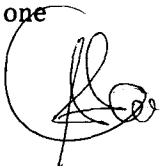
## **2.8 DISPUTE RESOLUTION MECHANISM**

The Bidder and The DCI shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:-

I. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.

II. The matter will be referred for negotiation between Authorized official of the DCI / Purchaser and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in New Delhi and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.



The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

The arbitrators shall hold their sittings at New Delhi. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at New Delhi alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

Notwithstanding the above, the DCI shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

## **2.9 JURISDICTION**

The jurisdiction of the courts shall be in New Delhi.

## **2.10 NOTICES**

Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier.

Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

## **2.11 AUTHORIZED SIGNATORY**

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the DCI with regard to the obligations under the contract. The selected Bidder shall submit at the time of signing the contract a certified copy of the resolution of their board, authenticated by the company secretary, authorizing an official or officials of the Bidder to discuss, sign agreements/contracts with The DCI, raise invoice and accept payments and also to correspond. The Bidder shall provide proof of signature identification for the above purposes as required by the DCI.

## **2.12 CONFIDENTIALITY**

The selected vendor acknowledges that all material information which has or will come into its possession or knowledge in connection with this agreement or the performance hereof, consists of confidential and proprietary data, whose disclosure to or use by third parties will be damaging or cause loss to DCI. The vendor agrees to hold such material and information in strictest confidence and not to make use thereof other than for the performance of this agreement to release it only to employees requiring such information and not to release or disclose it to any other party. The vendor agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this agreement can be fully satisfied.

## **2.13 OWNERSHIP AND RETENTION OF DOCUMENTS**

The DCI shall own the documents, prepared by or for the selected Bidder arising out of or in connection with the Contract.



Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by The DCI, the Bidder shall deliver to The DCI all documents provided by or originating from The DCI / Purchaser and all documents produced by or from or for the Bidder in the course of performing the Service(s), unless otherwise directed in writing by The DCI at no additional cost.

The selected Bidder shall not, without the prior written consent of The DCI / Purchaser, store, copy, distribute or retain any such Documents.

The selected Bidder shall preserve all documents provided by or originating from The DCI / Purchaser and all documents produced by or from or for the Bidder in the course of performing the Service(s) in accordance with the legal, statutory, regulatory obligations of The DCI / Purchaser in this regard.

#### **2.14 COMPLIANCE WITH STATUTORY AND REGULATORY PROVISIONS**

It shall be the sole responsibility of the Vendor to comply with all statutory, regulatory & Law of Land and provisions while delivering the services mentioned in this RFP.

#### **2.15 INTELLECTUAL PROPERTY INDEMNITY & INDEMNITY AGAINST MISUSE OF LICENSE**

The selected vendor has to undertake to indemnify DCI and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any Indian or foreign patent, trademark or copyright, arising out of the performance of this contract.

The selected vendor shall have to undertake to indemnify DCI and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement or misuse by vendor of, any license issues arising out of the execution of this contract.

#### **2.16 Indemnity**

The vendor shall furnish a photocopy of the Agreement with their Principals, if any, in respect of services provided by them. Further, the vendor shall indemnify DCI and keep indemnified against any loss or damage that the DCI may sustain on account of any violation of patents, trademark etc., by the vendor while providing such services.

#### **2.17 LEGAL COMPLIANCE**

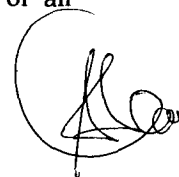
The successful bidder hereto agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required. If at any time during the term of this agreement, the DCI is informed or information comes to the DCI's attention that the Successful bidder is or may be in violation of any law, ordinance, regulation, or code (or if it is so decreed or adjudged by any court, tribunal or other authority), the DCI shall be entitled to terminate this agreement with immediate effect.

The Successful bidder shall maintain all proper records, particularly but without limitation accounting records, required by any law, code, practice or corporate policy applicable to it from time to time including records, returns and applicable documents under the Labour Legislation.

The Successful bidder shall ensure payment of minimum wages to persons engaged by it as fixed from time to time under the Minimum Wages Act, 1948. In case the same is not paid, the liability under the act shall solely rest with the successful bidder.

#### **2.18 GOVERNING LAW AND RESOLUTION OF DISPUTES**

All disputes or differences whatsoever arising between the parties out of or in relation to the construction meaning and operation or effect of the Contract / Tender Documents or breach thereof shall be settled amicably. If, however, the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the applicable national laws, and the award made in pursuance thereof shall be binding on the parties. Any appeal will be subject of the exclusive jurisdiction of courts at Delhi and the language of the arbitration proceedings and that of all documents and communication between the parties shall be in English.



The laws applicable to this contract shall be the laws in force in New Delhi, India. The contract shall be governed by and interpreted in accordance with Indian law.

The successful bidder(s) shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the DCI or unless the matter is such that the work cannot possibly be continued until the decision of the arbiter, as the case may be, is obtained. The venue of the arbitration shall be in Delhi.

#### **2.19 CONFLICT OF INTEREST**

The Bidder shall disclose to the DCI in writing all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

#### **2.20 PUBLICITY**

Any publicity by either party in which the name of the other party is to be used should be done only with the explicit written permission of such party.

#### **2.21 LIMITATION OF LIABILITY**

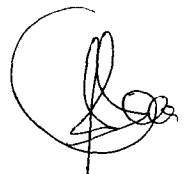
Vendor's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for IP Infringement indemnity Bodily injury (including Death) and damage to real property and tangible property caused by vendor/s' gross negligence. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by DCI on the vendor that gave rise to claim, under this tender. Vendor shall not be liable for any indirect, consequential, incidental or special damages under the agreement/purchase order.

#### **2.22 UNDERTAKING**

**CONFIDENTIALITY:** Either party will not, unless specifically permitted In writing by the other party to disclose, whole or any part of the confidential Information including specifications or information furnished by the disclosing party or any information which the receiving party may come to possess by virtue of having access, as provided by the disclosing party for the performance and completion of obligations under this agreement. Even disclosure to any of such employee/s

Necessary for the purpose of discharging such obligations only. In case of non-compliance with this obligation on tile part of the receiving party, it shall be liable for such penalties and legal action as provided under the law. However, the aforesaid obligations of confidence shall not extend to any Confidential Information which; (i) is or becomes generally available to the public otherwise than by reason of breach by the receiving party of the provisions of this Clause; (ii) is known to the receiving party and is at its free disposal prior to Its disclosure by the disclosing party; (iii) is subsequently disclosed to the receiving party without obligations of confidence by a third party owing no such obligations to disclosing party in respect of that Confidential Information; or (iv) is required by law to be disclosed. (v) is independently developed by the receiving party without the use of confidential Information and without participation of individuals who have had access to confidential information. DCI shall have the license to use the software products, inclusive of the Third Party software products, as supplied by the vendor, the above transfer or ownership of the hardware /software products and the license to use the software products shall be free from all encumbrances.

The vendor shall not appoint any sub-contractor, without the consent of DCI in writing, which shall be given in reasonable time, for discharging any or all Contractual Obligations. However, the appointment of any sub-contractor for the above purpose shall not absolve the vendor of its responsibilities and shall remain solely responsible to DCI for the performance and completion of all the obligations.

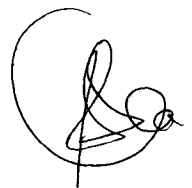




### CHAPTER - 3 SCOPE OF WORK

DCI intends to conduct webinars from all over the country. The vendor has to provide access to their portal to the DCI with different user roles like admin, speaker and general viewer of Webinar /Webcast. DCI team will have to capture Audio/Video Signals at DCI specified premises using vendor provided software/portal. The live streaming of webcast on internet should be available to users of general viewer category. Vendor should host the web page designed with DCI Logo and proper user authentication mechanism. The video/audio capturing should be done on desktop/laptop with webcam and microphone without any additional requirement of any equipment (like encoder).

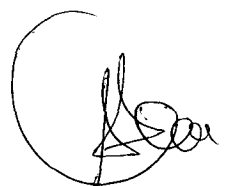
- I. The webinar content should be available during tenure of the contract.
- II. The Webinar /Webcast should support at least 500 concurrent logins
- III. The Webinar /Webcast should have the facility of recording and then webcasting (deferred live)
- IV. Camera for Webinar /Webcast s should not be fixed and should be flexible to allow the presenter to change, if required.
- V. The recordings of the Webinar /Webcast should be made available to the DCI for subsequent use, if needed. Vendor's portal should have the option to download video by admin users.
- VI. The platform should allow for users to pre-register. The facility of participation registration is to be activated when required by DCI and Webinar /Webcast should be allowed to be conducted with and without participation registration.
- VII. The Webinar /Webcast should allow for user presentations using power point or any other presentation software. The presentation should be controlled by the speaker.
- VIII. There should be a facility of presenting PPT, audio and videos if required.
- IX. Solution should allow for questions to be asked through chat mode. Presenter should have facility for raising questions and also replying to the questions in chat mode.
- X. Interactive tools like polling and questions should also be enabled.
- XI. Administrative control to view logins, statistics etc. should be allowed.
- XII. Webinar /Webcasts should also be allowed to be viewed over PCs on all browsers like Internet Explorer, Google Chrome and Mozilla Firefox, and all version of windows (XP and newer).
- XIII. Webinar /Webcast should also be allowed to be viewed over mobile devices i.e. Android, Apple, Microsoft Windows.
- XIV. End user should able to view webinar /webcast on a minimum bandwidth of 256 KBPS and above.
- XV. All content being transmitted is the property of DCI and its confidentiality of information is to be ensured.
- XVI. Vendor should have a single point of contact to ensure proper coordination.
- XVII. Helpdesk / Support centre contact number should be provided to support users/ branch offices spread across pan India locations.
- XVIII. The Webinar events shall be minimum of 2 Hrs and may be upto 8 Hrs.
- XIX. DCI require an event based plan of service or fixed package for unlimited number of events, whichever is more beneficial for DCI (Estimated requirements of events is approx 25 per Year. No of events will depends solely upon the actual requirement of the DCI)
- XX. Webinar should be conducted as single portal (Live event, Archived event).
- XXI. Archived Webinar session should be downloaded as video format and it should have Video, Presentation, name and date of event.
- XXII. Archived webinars/webcasts should be available on portal to the users for viewing during tenure of contract.



**CHAPTER - 4**  
**PENALTIES**

Penalty for unsuccessful event:

Bidder has to ensure that the event should be completed as per the scope of RFP. If vendor fails to conduct the event as per DCI requirement a penalty will be charged @ 20% of the event cost. The penalty will be recovered from any subsequent payments of successful events or from the performance bank guarantee if required.



**ANNEXURE -I**  
**Tender Covering Letter**

The Secretary  
Dental Council of India  
Aiwan-e-Galib Marg,  
Kotla Road  
New Delhi -110002

Dear Sir,

**Sub:** RFP for "Webinar/Webcast services under Rate Contract for three years - **Tender Ref No.**\_\_\_\_\_ **dated** \_\_\_\_\_

With reference to the above RFP, having examined and understood the instructions including all annexure, terms and conditions forming part of the Bid, we hereby enclose our offer for Webinar /webcasting services under Rate Contract for three years forming Technical as well as Commercial Bids being parts of the above referred Bid.

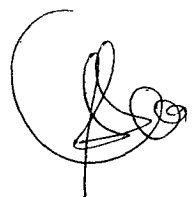
Further we agree to abide by the terms and conditions of this tender and our offer shall remain valid for 90 days from the date of commercial bid opening and our offer shall remain binding upon us which may be accepted by the Bank any time before expiry of 90 days.

Until a formal contract is executed, this tender offer, together with the DCI's written acceptance thereof and DCI's notification of award, shall constitute a binding contract between us.

We understand that The DCI is not bound to accept the lowest or any offer the DCI may receive. We also certify that we are not blacklisted / banned by any PSU/GOI Department at the time of bid submission.

Dated this \_\_\_day of \_\_\_\_\_, 2018

Signature: (In the Capacity of)

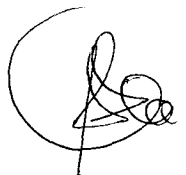


**ANNEXURE-II**  
**Compliance to Minimum Eligibility Criteria**

<b>S No.</b>	<b>Eligibility Clause</b>	<b>Compliance (Y/N)</b>
EC-1	Bidder should be a company registered with Registrar of Companies in India.	
EC-2	The bidder should be either Original Service provider of Webinar /Webcast solution or one of their authorized representatives/Dealer in India.	
EC-3	Bidder should have provided Webinar /Webcast services to at least one organization under the category of government organization / public sector organization.	
EC-4	The bidder should have a minimum turnover of Rs. 10 Lacs in the Financial year (2016-17)	
EC-5	The bidder should be having support office at Delhi/NCR region.	
EC-6	Bidder should not be banned by any Public sector Bank/PSU/GOI Department as on date of submission of bid.	
EC-7	They should also have the required registration from the service tax / sales tax/ state government authorities.	

**Signature**

**Seal of Company**



**Annexure-III**  
**Bidder's information**

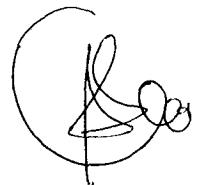
The Secretary  
Dental Council of India  
Aiwan-e-Galib Marg,  
Kotla Road  
New Delhi -110002

Reg : Webinar/webcast services under Rate contract for three years

With reference to your RFP No. \_\_\_\_\_ dated \_\_\_\_\_ (Read with its Addendums/Corrigendum/Amendments), we submit necessary information hereunder:-

1. Name & address of the Company with direct phone numbers
2. Name of the company
3. Registration No. and date of establishment
4. Website Address
5. Email Address
- 4 Present strength of the firm
  - (a) No. of sites handled presently
  - (b) Nos. of Staff Members
- 5 Average time required to attend the call in case of any disruption in service.
- 6 Total Service Support centres in India
7. Detail of Tender Fee and Earnest Money Deposited.
8. Figures for last year (in Crores with two decimal):-

	2016-17
Annual Turnover	
Profit	-----
	-----
- 9 Income Tax PAN
- 10 Service Tax Registration No.
- 11 Trade Identification No.(TIN) for VAT
- 12 Trade Identification No.(TIN) for CST



## DECLARATION

I/We hereby declare that the terms and conditions of the tender stated herein and as may be modified/mutually agreed upon are acceptable and binding to me/us. We understand and agree that:-

1. The DCI is not bound to accept the lowest bid or may reject all or any bid.
2. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the DCI to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
3. If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.
4. The DCI may accept or entrust the entire work to one Bidder or divide the work to more than one bidder without assigning any reason or giving any explanation whatsoever and the DCI's decision in this regard shall be final and binding on us. Bidder means the vendor who is decided and declared so after examination of commercial bids.

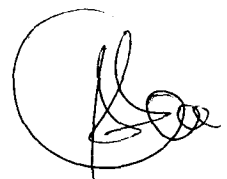
Name of person Authorized to sign

Mobile No.

Email

Date:

Place :

A handwritten signature in black ink, consisting of a large, stylized initial 'B' followed by several loops and a vertical line extending downwards.

**ANNEXURE -IV  
ACCEPTANCE/COMPLIANCE CERTIFICATE**

**All Terms and Conditions including scope of work (except technical specifications)**

We hereby undertake and agree to abide by all the terms and conditions stipulated by the DCI in this RFP including all addendum, corrigendum etc. Any deviation may result in disqualification of bids.

**Signature:  
Seal of company**

**Technical Specification**

We certify that the systems/services offered by us for tender conform to the specifications stipulated by you with the following deviations

List of deviations

1) \_\_\_\_\_

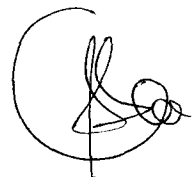
2) \_\_\_\_\_

3) \_\_\_\_\_

4) \_\_\_\_\_

(If left blank it will be construed that there is no deviation from the specifications given above)

**Signature:  
Seal of company**

A handwritten signature in black ink, consisting of a large, stylized 'C' shape followed by several loops and a vertical line at the end.

**ANNEXURE-V**

**SERVICE SUPPORT CENTERS DETAILS**

Sr.No.

Location: Delhi

Status of Office  
Working days  
& hours

No. of  
Support  
Engineers

Address

Office  
Tele./fax  
Number

Name of  
contact  
Person  
with  
contact  
number

**Signature and Seal of Bidder**

A handwritten signature in black ink, enclosed within a circular stamp or seal. The signature is stylized and appears to be a set of initials or a name. The stamp is partially visible, showing a circular border.



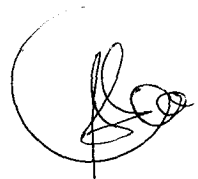
**ANNEXURE-VI**

**DETAILS OF PERFORMANCE**

**NAME OF BIDDER:** \_\_\_\_\_

Order Placed by (Full Address of Purchaser)	Order No. and Date	Description of order	Value of Order	Date of Completion
			As per contract	Actual

**Signature and Seal of Bidder**

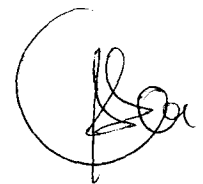


**ANNEXURE-VII**  
**Format for Commercial Bid**

S.No.	Items Description	Plan	Per event rate & fixed package rate	Total events in 3 years
1	Webinar/Webcasting service as per scope mentioned in "Scope of Work" (Chapter 3) of this RFP (Event basis or fixed package for unlimited events) for three years.	A & B		75

Amount in words  
(Rs.....)

Signature  
Seal of Company



**ANNEXURE - VIII**

**Performa for the Bank Guarantee for Earnest Money Deposit**

(To be stamped in accordance with stamp act)

Ref: Bank Guarantee # \_\_\_\_\_

Date \_\_\_\_\_

The Secretary  
Dental Council of India  
Aiwan-e-Galib Marg,  
Kotla Road  
New Delhi -110002

Dear Sir,

In accordance with your bid reference No. \_\_\_\_\_ Dated \_\_\_\_\_ M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ herein after Called „bidder“) wishes to participate in the said bid for Webinar Service under Rate Contract. An irrevocable Financial Bank Guarantee (issued by a nationalized /scheduled commercial Bank) against Earnest Money Deposit amounting to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_) valid up to \_\_\_\_\_ is required to be submitted by the bidder, as a condition for participation in the said bid, which amount is liable to be forfeited on happening of any contingencies mentioned in the bid document. M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ has undertaken in pursuance of their offer to DCI (hereinafter called as the beneficiary) dated \_\_\_\_\_ has expressed its intention to participate in the said bid and in terms thereof has approached us and requested us \_\_\_\_\_ (Name of Bank) \_\_\_\_\_ (Address of Bank) to issue an irrevocable financial Bank Guarantee against Earnest Money Deposit (EMD) amounting to Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) valid up to \_\_\_\_\_. We, the \_\_\_\_\_ (Name of Bank) \_\_\_\_\_ (Address of Bank) having our Head office at \_\_\_\_\_ therefore Guarantee and undertake to pay immediately on first written demand by Punjab & Sind, the amount Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) without any reservation, protest, demur and recourse in case the bidder fails to Comply with any condition of the bid or any violation against the terms of the bid, Without the beneficiary needing to prove or demonstrate reasons for its such demand. Any Such demand made by said beneficiary shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder. This guarantee shall be irrevocable and shall remain valid up to \_\_\_\_\_. If any further extension of this Guarantee is required, the same shall be extended to such required period on receiving instructions in writing, from Punjab & Sind Bank, on whose behalf guarantee is issued. "Not withstanding anything contained herein above Our liability under this bank guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).

This bank guarantee shall be valid up to \_\_\_\_\_. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if you serve upon us a written claim or demand, on or before \_\_\_\_\_ before 14.30 hours (Indian Standard Time) where after it ceases to be in effect in all respects whether or not the original bank guarantee is returned to us." In witness whereof the Bank, through its authorized officer has set its hand stamped on this \_\_\_\_\_ Day of \_\_\_\_\_ 2018 at \_\_\_\_\_

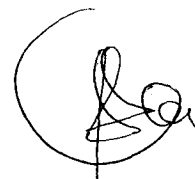
**Name of signatory Designation Bank Common Seal**

**ANNEXURE IX  
CHECK - LIST FOR BID SUBMISSION**

S.No.	Document	Attached with Bid (Yes/No)	Page Numbers
		From	To
1	Tender Covering Letter as per Annexure -I		
2	Compliance to Minimum Eligibility Criteria as per Annexure II (please ensure that all related documents to Minimum Eligibility criteria have been attached)		
3	Bidders Information as per Annexure III		
4	Acceptance of the terms and conditions of RFP and Technical Specifications (compliance Statement as per Annexure IV )		
5	Service Support Centers Detail as per Annexure - V		
6	Performance Statement as per Annexure VI		
7	Sealed Envelope containing commercial		

- bid price  
as per  
Annexure VII
- 8 Bid Earnest  
Money in the  
form of Bank  
Guarantee as  
per Annexure  
VIII
- 9 DD/pay  
order of Rs.  
1000/-  
payable to  
Punjab &  
Sind Bank  
toward cost  
of Tender  
Document  
(Please  
mention the  
tender name  
with year and  
company  
name at the  
back of  
DD/Pay  
order.)
- 10 Copy of  
Power of  
Attorney  
authorizing  
official for  
signing the  
Bid
- 11 Any the  
document  
indicating the  
feature of the  
product.
- 12 Technical  
compliance  
sheet as per  
Annexure XI

**Signature**  
**Seal of Company**



**ANNEXURE-X**  
**Format of Performance Bank Guarantee**  
(To be issued by a nationalized /scheduled commercial Bank)

Tender Reference No: \_\_\_\_\_ Date \_\_\_\_\_

The Secretary  
Dental Council of India  
Aiwan-e-Galib Marg,  
Kotla Road  
New Delhi -110002

Dear Sir,

1. WHEREAS pursuant to a Request for Proposal dated..... (hereinafter referred to as RFP, issued by The Secretary, Dental Council of India, Aiwan-e-Galib Marg, Kotla Road, New Delhi -110002 in response of (Vendor / Service Provider), a Company registered under the Companies Act, 1956 and having its Registered / Corporate Office at .....has awarded the Contract valued Rs.....and appointed.....as Vendor for Webinar/Webcast services under Rate Contract vide Appointment letter / Purchase Order No.....dated.....on the terms and conditions as set out inter-alia in the said RFP and in the Appointment Letter / Purchase Order.

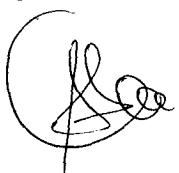
2. WHEREAS you have in terms of the said Appointment letter / Purchase Order called upon Vendor to furnish a Performance Guarantee, for Rs.....Rupees only), equivalent to.....of the Contract value, to be issued by a Bank in your favour towards due performance of the Contract in accordance with the specifications, terms and conditions of the said Appointment letter / Purchase Order and an Agreement entered / to be entered into in this behalf.

3. WHEREAS Vendor has approached us for issuing in your favour a performance Guarantee for the sum of Rs..... (Rupees.....).

NOW THEREFORE in consideration of you having awarded the Contract to.....inter-alia on the terms & conditions that provides a performance guarantee for due performance of the terms and conditions thereof. We,.....Bank,..... a body corporate constituted under .....having its Head office at.....(give full address) and a branch inter-alia at..... India at the request of.....do hereby expressly, irrevocably and unconditionally undertake to pay merely on demand from you and without any demur without referring to any other source, Rs.....(Rupees.....only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of .....of any of the terms and conditions of the Contract and in the event of.....committing any default or defaults in carrying out any of the work or discharging any obligation under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto including non-execution of the Agreement as may be claimed by you on account of breach on the part of .....of their obligations or default in terms of the said Appointment letter / Purchase Order.

4. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the .....has committed any such breach / default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish its claim or claims under this Guarantee, but will pay the same forthwith on demand without any protest or demur. Any such demand made by you shall be conclusive as regards the amount due and payable by us to you.

5. This Guarantee shall be valid up to ..... plus 3 (three) months of the Claim period from the expiry of said guarantee period. Without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.



6. You will have the fullest liberty without our consent and without affecting our liabilities under this Guarantee from time to time to vary any of the terms and conditions of the said appointment letter or the Contract to be made pursuant thereto or extend the time of performance of the Contract or to postpone for any time or from time to time any of your rights or powers against the .....and either to enforce or forbear to enforce any of the terms and conditions of the said appointment letter or the Contract and we shall not be released from our liability under Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to or any other forbearance, act or omission on your part or any indulgence by you or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs..... (Rupees.....only) as aforesaid or extend the period of the guarantee beyond .....(date) unless expressly agreed to by us in writing.

7. This Guarantee shall not in any way be affected by you are taking or giving up any securities from .....or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency as the case may be of .....

8. In order to give full effect to the Guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against .....hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights, if any, which are in any way inconsistent with any of the provisions of Guarantee.

9. Subject to the maximum limit of our liability as aforesaid, this Guarantee will cover all your claim or claims against .....from time to time arising out of or in relation to the said appointment letter / Contract and in respect of which your claim in writing is lodged on us before expiry of Guarantee.

10. Any Notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, e-mail or registered post to our Head Office / Local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.

11. This Guarantee shall not be affected by any change in the constitution of \_\_\_\_\_ or nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

12. This Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.

13. We further agree and undertake to pay you the amount demanded in writing irrespective of any dispute or controversy between you and \_\_\_\_\_ in any suit or proceeding pending before any court, Tribunal or Arbitrator relating thereto, our liability under these presents being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment hereunder and \_\_\_\_\_ shall have no claim against us for making such payment.

14. We have the power to issue this Bank Guarantee in your bank's favour as the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by our Bank.

15. Our authority to issue this guarantee may be verified with our Controlling Office situated at \_\_\_\_\_ (full details of persons to be contacted address and phone Numbers etc).

16. Notwithstanding anything contained herein above;

i) Our liability under this Guarantee shall not exceed Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

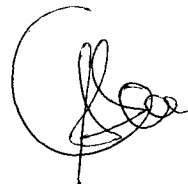
ii) This Guarantee shall be valid and remain in force up to \_\_\_\_\_ plus the Claim period of 3 (three) months and including the date \_\_\_\_\_ and



iii) We are liable to pay the guaranteed amount or any part thereof under this Guarantee only and only if you serves upon us a written claim or demand for payment on or before the expiry of this Guarantee.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 2018.

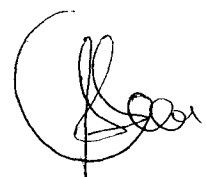
**Signature and Seal of Guarantors  
Vendor's Bank**

A handwritten signature in black ink, consisting of a large, stylized initial 'G' followed by several loops and a vertical line at the end.

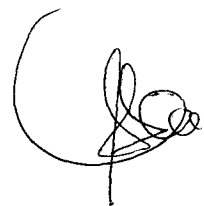


**ANNEXURE-XI**  
**Technical compliance Sheet**

S.No	Requirement	Compliance(Y/N)
1.	The vendor has to be provided access to their portal to DCI with different user roles like admin, speaker and general viewer of Webinar /Webcast.	
2.	Webinar should be conducted as single portal, in which live event and archived event should be available.	
3.	Archived webinar session should be downloaded as video format and it should have video, presentation, name and date of event.	
4.	DCI team will have to capture Audio/Video Signals at all over the country using vendor provided software/portal on a DCI specified premise/office.	
5.	The live streaming of webcast on internet should be available to users of general viewer category	
6.	Vendor should host the web page designed with DCI Logo and proper user authentication mechanism.	
7.	The video/audio capturing should be done on desktop/laptop with webcam and microphone without any additional requirement of any equipment (like encoder).	
8.	The webinar content should be available during tenure of contract.	
9.	The Webinar /Webcast should support minimum 500 concurrent logins	
10.	The Webinar /Webcast should have the facility of recording and then webcasting (deferred live)	
11.	Camera for Webinar /Webcast s should not be fixed and should be flexible to allow the presenter to change if required	
12.	The recordings of the Webinar /Webcast should be made available to the DCI for subsequent use, if needed. Vendor's portal should have option to download video by admin users	



13. The platform should allow for users to pre-register. The facility of participation registration is to be activated when required by DCI and Webinar /Webcast should be allowed to be conducted with and without participation registration.
14. The Webinar /Webcast should allow for user presentations using power point or any other presentation software. The presentation should be controlled by the speaker
15. There should be a facility of presenting Excel sheets, audio and videos if required
16. Solution should allow for questions to be asked through chat mode. Presenter should have facility for raising questions and also replying to the questions in chat mode
17. Interactive tools like polling and questions should also be enabled
18. Administrative control to view logins, statistics etc. should be allowed.
19. Webinar /Webcasts should also be allowed to be viewed over PCs on all browsers like internet explorer, Google chrome and Mozilla firefox and all version of windows (Windows XP and Newer).
20. Webinar /Webcast should also be allowed to be viewed over mobile devices i.e. Android, Apple, Microsoft Windows.
21. End user should able to view webinar /webcast on minimum bandwidth up to 256 KBPS and above.
22. All content being transmitted is the property of bank and its confidentiality of information is to be ensured.
23. Vendor should have a single point of contact to ensure proper coordination
24. Helpdesk / Support centre contact number should be provided to support users/ branch offices spread across pan India locations.
25. The Webinar events shall be minimum of 2 Hrs and may be upto 8 Hrs.
26. Archived webinars/webcasts should be available to the users on portal for viewing during tenure of contract.



**ANNEXURE-XII**  
**PREBID QUIRY FORMAT**

Sr. no	Page No.	Clause Number	RFP clause	Bidders remark
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