

**Draft**

EI-D/Tech/51-24/14

**ERNET India**

(An Autonomous Scientific Society under Department of Electronics &amp; Information

Technology, MCIT, GoI)

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**Corrigendum**

Please refer to Tender document No. EI-D/TECH/51-24/14 dated 12.09.2014 for supply, Installation & Commissioning of ICT Infrastructure (i.e. Computer Hardware, Software, Printer cum Scanner, Projector, LAN, Wi-Fi, UPS), Teacher Training, Manpower Services, Computer Furniture, and Maintenance thereof

In this regard, it is informed that there is an amendment in response to queries. The response of ERNET India are given at Annexure-I. All other terms & condition of the tender will remain same.

Accordingly, all the prospective bidders are requested submit their bids in conformity with the Tender terms & conditions by 29<sup>th</sup> October, 2014.

Director  
Projects & Training Division  
011-23765372

### Corrigendum

**Response to the Queries raised by the aspiring bidders on clarification/amendments against the tender no. EI-D/Tech/51-24/14 dated 12.09.2014**

S. No.	Tender Clause	Description in the tender	Bidder's Query	ERNET Response to Queries
1	Annexure - II, Sr. No. 8	Projector	There is an alternate solution for Projector with a multi-utility features embedded into single unit. An Integrated Community Computer combines the utility of a computing System, DLP Projector, Large Screen TV, Audio System and a multimedia infotainment tool. Taking into account the utility of such device in education delivery, by being an All-in-one and easy to use device; and also understanding the latest trends observed in recent ICT Tenders in states like Maharashtra, Odisha, Haryana, Himachal Pradesh, West Bengal and Punjab, we would request the department to kindly consider deploying "Integrated Community Computer" in place of the Projector.	No Change. Submit as per tender requirement
2	Clause 17 of General Conditions	The bidders will have to arrange for all the testing equipment and tools required for installation, testing, maintenance etc.	We request the department to clarify the clause and suggest the time for equipment testing.	No Change The clause is self explanatory .
3	Clause 19 (i) Terms & conditions for manpower services	The bidder will have to provide one full-time qualified & competent manpower as per point 12 at Annexure - II in each computer lab of the school within six weeks from the date of Purchase Order.	Keeping in view the time required in the recruitment process and searching out for quality resources, We request the department to kindly revise the timeline to 8-10 weeks for providing manpower to each computer lab.	This clause should read as " The bidder will have to provide one full-time qualified & competent manpower as per point 12 at Annexure - II in each computer lab of the school within eight (8) weeks from the date of Purchase Order. (Note: The Purchase Order for Manpower Services will be issued separately)
4	Clause 9 Eligibility Criteria a (i)	The bidder should have an ISO 9001: 2008 or any other equivalent or better quality certification. Supporting documentary proof should be enclosed.	We request department to kindly elaborate to other equivalent or better quality certifications.	No Change The clause is self explanatory .

<p>5</p>	<p>Clause 9 Eligibility Criteria a (ix)</p>	<p>The bidder should have an office in the Delhi state/ NCR with country wide support centers manned with their own qualified engineers across India with a Toll Free number.</p>	<p>We request the department to kindly clarify whether the OEM needs to have the country wide support centers. As you have already asked for the Authorization certificates from the OEM then how will it help in having our own centers?  a. The bidder can be a Company or its Affiliates (i.e. Parent Company or wholly owned subsidiary company)/Group companies/ Society /Trust/Corporation incorporated/registered in India.  b. Allow consortium formation.</p> <p>We suggest that it should be under the scope of work of OEM to provide Support centers and Qualified engineers across India. The Bidder is not a manufacture and is only executer of the required Hardware.</p>	<p>This clause be read as "The bidder should have an office in the Delhi state/ NCR with a Toll Free number and sufficient service &amp; support resources for giving services at installation site."</p>
<p>6</p>	<p>Clause 2</p>	<p>ERNET India has signed a MoU with Directorate of Education (DoE), Daman &amp; Diu (DD) and Directorate of Education, Dadra Nagar Haveli (DNH) for implementation of project 'ICT Scheme in the Govt. schools under DoE, U. T. of Daman &amp; Diu (DD) and under DoE, U. T. of Dadra Nagar Haveli (DNH). Under this project, ICT Infrastructure is to be set up in 25 Computer labs in 25 schools under DoE, Daman &amp; Diu and 39 Computer labs in 27 schools under DoE, Dadra Nagar Haveli including deployment of 1 manpower (i.e. ICT Instructor) at each computer lab of the school, Teacher Training &amp; computer furniture in the schools under DoE, Daman &amp; Diu only and providing comprehensive on-site maintenance of the supplied items/ICT Infrastructure during the free warranty period of three years from the date of installation at site and two years AMC services after expiry of warranty period</p>	<p>It is requested to kindly provide the list of schools where more than 1 lab needs to be created because you have asked to create 39 labs in 27 schools  - PI also suggest the schools where more than 1 manpower is to be deployed</p>	<p>List of schools is already attached with tender documents. However, any additional information will be provided at the time of implementation/PO</p>

7	Clause 6	Bids should be valid for a minimum period of 180 days from the due date mentioned below. In exceptional circumstances, the ERNET may request the Bidder(s) for an extension of the period of validity of the bid. The request and the responses thereto shall be made in writing and transmitted through speed post/registered post/courier /fax. The validity of EMD shall also be suitably extended.	Request department to consider bid validity of 90 to 120 days. 180 days is too long a period for Infra related tenders.	No Change
8	Clause 7	Envelope should bear the inscription "Bid for Supply, Installation & Commissioning of ICT Infrastructure (i.e. Computer Hardware, Software, Printer cum Scanner, Projector, LAN, Wi-Fi, UPS), Teacher Training, Manpower Services, Computer Furniture & Maintenance thereof" "Tender Enquiry No. : EI-D/Tech/51-24/14 "Due Date & Time: 16.10.2014 at 3.00 P.M." "Due Date & Time for Opening of Bids: 16.10.2014 at 3.30 P.M.	Request department to extend the submission date by another 20 days.	The clause is amended to the extent as follows "Due Date & Time for Submission of Bids: 29.10.2014 at 3.00 P.M." "Due Date & Time for Opening of Bids: 29.10.2014 at 3.30 P.M.

9	Clause 9 Eligibility Criteria a (iii)	<p>The bidder must enclose relevant copies of the customer purchase orders, scope of work, deliverables, time period of execution, project value and satisfactory work completion certificate from client for at-least One ICT Infrastructure project of minimum Rs. 10 Cr. in single order executed in last five financial years for any Government Institutes/ University/Organizations/ PSU/ Schools or Two ICT Infrastructure projects of minimum Rs. 7 Cr. in each order executed in last five financial years for any Government Institutes/ University/Organizations/ PSU/Schools or Three ICT Infrastructure projects of minimum Rs. 5 Cr. in each order executed in last five financial years for any Government Institutes/ University/Organizations/ PSU/ Schools. (Note: above ICT Infrastructure project means consist of Computer Hardware, Computer Software, LAN)</p>	<p>We request the department to include following in this clause:- Manpower provision as in most of the ICT projects Manpower is one of the component</p>	<p>No Change. Also included following in the clause "The vendor should have executed the project in timely manner."</p>
10	Clause 9 Eligibility Criteria a (v)	<p>The bidder may be asked to demonstrate the offered product(s) at a short notice of three days during the technical evaluation. An undertaking confirming the same should be submitted in this respect.</p>	<p>Does this mean that 1 set of all the deliverables under this tender would need to be stocked by the company before shortlisting and award? If Yes then it is not possible for the bidder companies to purchase these products and stock them. We suggest it should be the responsibility of the OEM's selected by the bidders to showcase their product during the period of technical evaluation.</p>	<p>No Change The clause is self explanatory .</p>

11	Clause 9 Eligibility Criteria a (vii)	The bidder should have annual average turnover of Rs. 100 Crores in three financial years i.e. 2010-11, 2011-12. & 2012-13 with minimum annual turnover of Rs. 75 Crores in each of these years. The Bidder should be profit making company in last three years with positive net worth. Attested audited copies of the bidders' annual reports for the years 2010-11, 2011-12 and 2012-13 have to be attached along with a certificate from a practicing Chartered Accountant on his letter head confirming annual turnover, net profit, positive net worth & average annual turnover during these years.	We suggest department to consider turnover of 2013-14 as well.	No Change
12	Clause 10 Scope of work (ii)	The bidder will supply Licensed Pre-loaded software (including operating system) as per Annexure – II in the hardware and will perform testing of the same before dispatching hardware systems for installation and commissioning at the schools.	We suggest that the Licensed pre-loaded softwares including the OS should be purchased by department and be provided to the bidders. The reason for the same is that Microsoft provides these softwares to State Govt on a much subsidized rates under the PIL agreements	No Change
13	Clause 10 Scope of work (x)	The bidder will ensure smooth integration of the supplied equipment with any existing equipment/network at schools.	Request department to provide the list of existing equipment's/network at schools which are required to be connected/integrated with the infra under this Tender	The clause is self explanatory . No Change.
14	Clause 10 Scope of work (xiii)	The Bidder has to comply with the security policy of the ERNET/End-user and nondisclosure agreement.	Request department to please share the Security Policy of the ERNET	The clause be read as "The Bidder has to comply with the Standard Govt. guidelines/policies for such implementation and nondisclosure agreement.
15	Clause 10 Scope of work (xv) (b)	The bidder will train at least 128 people on usage of ICT infrastructure & software. All the training material will be provided by the bidder.	Is it the total number from all the schools?	The clause is self explanatory . No Change.
16	Clause 10 Scope of	The Bidder will be liable for any	We request the department to	The clause is self explanatory .

	work (xvi)	hardware and software up-gradation of supplied items for maintenance without any extra cost during warranty period.	kindly clarify on the kind of upgrades required in Hardware & Software.	No Change.
17	Clause 1 of General Conditions	All items/services/charges are to be quoted in INR for delivery at the premises of the schools or at any other place in India as specified by ERNET India free of charge. All prices shall be fixed and shall not be subject to escalation of any reason whatsoever. The rates must be quoted as per the Performa provided in Annexure - III.	Request you to kindly clarify on other place in India.	The clause is self explanatory . No Change.
18	Clause 7 (i) of General Conditions	Each quotation must be accompanied by Earnest Money Deposit(EMD) of Rs.30,00,000/- (Rupees Thirty Lakhs only) shall be in the form of Demand Draft/Pay Order/EMD Fixed Deposit/Bank Guarantee of any Nationalized/Scheduled Commercial Bank taken in the name of ERNET India, New Delhi. Bank Guarantee should be valid minimum for a period of 225 days from due date of the quotation. Quotations received without Earnest Money Deposit are liable to be rejected	We request department to reduce the duration to suggested duration of 90 to 120 days. 225 days is very long period	No Change
19	Clause 7 (iv) of General Conditions	The earnest money of all the unsuccessful bidders will be returned after placement of order on the selected vendor. The Earnest Money of successful bidder shall be returned after furnishing of Performance Security. EMD submitted in the form of fixed deposit/BG will be returned as it is. In case of EMD in the form of DD/Pay order, no interest will be payable by ERNET India on the Earnest Money Deposit	Ideally the EMD is returned after selection of final bidder. We suggest department to return the EMD after the bidder is selected.	The clause is self explanatory . No Change

20	Clause 13 of General Conditions	<p>The price shall be for delivery at desired destination in India including installation/commissioning and complete operationalization. In case of any discrepancy between rates mentioned in figures and words, the later shall prevail. Rates quoted by the successful bidder shall be valid for the period of 12 months from the date of acceptance of the bid.</p>	<p>Ideally the quoted rates validity is asked for 3-4 months. Request department to kindly reduce the same to maximum of 6 months.</p>	<p>The clause is self explanatory . No Change.</p>
21	Clause 21 (a)	<p>ERNET India/End user may deduct Rs.500/- (Rupees Five Hundred Only) from the due payments or recovered from Bank Guarantee as the case may be for every 1 hours of down time at a stretch or in part up to total down time of 10 hours. Beyond 10 hours of down time, ERNET India/End user may deduct Rs.1000/- (Rupees One Thousand Only) from the due payments or recovered from Bank Guarantee as the case may be for every 1 hour of down time at stretch or in parts. In any case, if the equipment is not made operational for 8 days from the time of reporting of fault, the Bank/Performance Guarantee submitted by the Bidder to ERNET India shall be invoked. Any payments (payable to Bidder) shall not be paid too. This will be deemed to be an event of default and ERNET India may terminate the contract.</p>	<p>The SLA terms are very stringent. PI note that these are installations at school level and even the large volume tenders have a block of 4-5 days for call logging &amp; rectification time. Penalty on hourly basis is not justified as the schools normally work for 6 hrs only. We suggest that the payment deductions should start from 5th day onwards. Moreover connecting PBG with this delay is not justified. We explain this with an example. A theft has taken place in school and 2 systems are stolen. It takes 45 days to receive NTR from local police as per the prevailing laws. Does that mean the ERNET will forfeit the PBG for this kind if incidence.</p>	<p>The clause is self explanatory . No Change.</p>



22	Clause 25 (a)	<p>The Delivery of ICT Infrastructure shall be required within 8 weeks from the date of placement of the purchase order. The delivery for manpower services shall be required within 6 weeks from the date of placement of purchase order. Any delay by the supplier in the performance of delivery of items/ services shall render the supplier liable to any or all of the following sanctions- forfeiture of its Earnest Money Deposit, imposition of liquidated damage as per clause 26 below or/and cancellation of the purchase order for default.</p>	<p>We request department to increase the delivery period from 8 weeks to 16 weeks.</p>	<p>This clause be read as "The Delivery &amp; Installation of ICT Infrastructure shall be required within 12 weeks from the date of placement of its purchase order. However, the Delivery &amp; installation of minimum 75% of ICT Infrastructure must be completed within first 8 weeks and remaining, if any, should be completed within next 4 weeks from the date of placement of purchase order. The delivery for manpower services shall be required within eight (8) weeks from the date of placement of purchase order. Any delay by the supplier in the performance of delivery of items/ services shall render the supplier liable to any or all of the following sanctions- forfeiture of its Earnest Money Deposit, imposition of liquidated damage as per clause 26 below or/and cancellation of the purchase order for default. (Note: The Purchase Order for ICT Infrastructure and manpower services will be issued separately.)"</p>
23	Annexure I Bill of materials Sr.No 10	<p>Latest Licensed MS Office Software (Educational Version) Nos. 64</p>	<p>Latest Licensed MS Office Software (Educational Version) is for less of PCs</p>	<p>Total quantity be read as Nos. 1408</p>
24	Clause 3	<p>Response to Queries 10.10.2014 (on CPP Portal/ERNET Website only)</p>	<p>Response to query</p>	<p>The Clause be read as "Response to queries 15.10.2014 (on CPP Portal/ERNET Website only)"</p>
25	Clause 3,7 & 8	<p>Receipt of Bids 16.10.2014 at 3:00 P.M Opening of Bids 16.10.2014 at 3:30 P.M.</p>	<p>Receipt of Bids &amp; Opening of Bids</p>	<p>The Clause be read as "Due Date &amp; Time for Submission of Bids: 29.10.2014 at 3.00 P.M." "Due Date &amp; Time for Opening of Bids: 29.10.2014 at 3.30 P.M"</p>
26	Annexure III Price Schedule (for ICT Infrastructure ) Sr.No 9	<p>Latest Licensed MS Office Software (Educational Version) Qty: 64</p>	<p>Latest Licensed MS Office Software (Educational Version)</p>	<p>Quantity be read as Nos.1408</p>