

ERNET India

(An Autonomous Scientific Society under Department of Electronics and Information Technology, GoI)
10th Floor, Jeevan Prakash Building,
25, Kasturba Gandhi Marg,
New Delhi-110001
(Tele: +91 11 23753984 FAX: +91 11 23753985)

Tender No. EI-D/SP&IoT/01-001/2015

Dated: 04.06.2015

Due Date: 03.07.2015 & Time: 3:00 PM

Opening of Bids: 03.07.15 & Time: 3:30 PM

To

Subject: Invitation of Bids for Supply, Installation, Commissioning & Integration of ICT Infrastructure for Virtual Classrooms Teaching– reg.

Sir,

ERNET India, an Autonomous Scientific Society under Department of Electronics & Information Technology, Ministry of Communications & Information Technology, Govt. of India, is a Class ‘A’ Internet Service Provider for the Education and Research community in India.

2. ERNET India is a nodal network for integrating education & research institutions in the country. Internet service is one of the services being provided by ERNET India to these institutions. The services are provided through various Points of Presence (PoPs) located at the premier education & research institutions in the country.

3. **ERNET India as a technology consultant implemented various projects by commissioning ICT infrastructure for teaching aid, Campus Network, Wi-Fi & other IT infrastructure for various ministries, departments, academic & research institutions/universities/colleges/schools under central and state Governments. ERNET India is also providing Internet & other VPN access services to various Institutions, universities, colleges, departments and organizations of central / state govt. In continuation, ERNET India intends to implement smart virtual class room facilities in Govt. owned / controlled schools (to be nominated by states) in seven states of Himachal Pradesh, Gujarat, Rajasthan, Tripura, Andhra Pradesh, Haryana and Tamil Nadu with the focus to improve the quality of education to students from remote/ rural part of the country. The project is aimed at creating a technology enhanced classrooms that foster opportunities for teaching and learning by integrating various ICT equipments, such as computers, electronic white boards, projectors, specialized software, interactive audio-video systems, etc.**

4. Sealed tenders are therefore, invited from the reputed manufacturers or their authorized representatives for the supply, Installation & Commissioning of items as per **Annexure-I** in conformity with Technical Specifications as per **Annexure-II**. Interested parties who wish to provide the required equipments/services may collect Tender Document in person against a Demand Draft or Banker’s Cheque of Rs.15,000/- drawn in favour of “**ERNET India**”, New Delhi from **Shri R. P. Pandey, Asstt. Director(Tech), ERNET India, 10th Floor, Jeevan**

Prakash Building, 25, Kasturba Gandhi Marg, New Delhi-110001, Ph: 011-23765378 as per the schedule detailed below:

1	Issue/ Sale of Tender Document	:	04.06.15 to 15.06.15 (between 11:00 AM to 4:00 PM)
2	Receipt of Queries		Up to 12.06.15 by 11:00 AM (Queries after above date will not be entertained in any circumstances)
3	Pre-bid meeting	:	15.06.15 (03:00 PM onwards) at ERNET India, 10th Floor, Jeevan Prakash Building, 25, Kasturba Gandhi Marg, New Delhi-110001
4	Response to Queries		By 24.06.15 (on CPP Portal/ERNET India Website only)
5	Receipt of Bids	:	Upto 03.07.15 by 3:00 PM at ERNET India, 10th Floor, Jeevan Prakash Building, 25, Kasturba Gandhi Marg, New Delhi-110001
6	Opening of Bids	:	03.07.15 (3:30 PM) at above ERNET India office.

Note 1: The Tender Document can also be downloaded from CPP portal/ERNET India Web site. In such case, an amount of Rs.15,000/- in the form of Demand Draft/Banker's cheque drawn in favour of ERNET India would be required to be furnished along with the Part – I of the bid.

Note 2: Bidders should note that this is a critical project with pre-specified time-lines and accordingly any query related to any terms and conditions of the tender should be strictly submitted in person to undersigned at ERNET India as per above schedule / details and ERNET will not accept any query from any prospective bidders beyond the last date of query submission.

5. Any inquiries regarding clarification/interpretation/contents in connection with this Tender should be sent only in writing to the undersigned. The prospective Bidders must take acknowledgement of all inquiries/queries given to the undersigned.

6. ERNET India shall organize a Pre-Bid meeting on the queries submitted (by stipulated date & Time) by the Bidders on the scheduled date and time at ERNET India. ERNET India may incorporate any changes in the Tender based on acceptable suggestions received during the interactive Pre-Bid meeting or as deemed necessary to achieve the scope of work. The decision of ERNET India regarding acceptability of any suggestion shall be final in this regard and shall not be called upon to question under any circumstances. **Only two persons for each intending bidder's organization who will buy the tender before the pre-bid meeting, will be allowed to attend the Pre Bid Meeting on production of receipt of payment. The prospective Bidder(s), attending the pre-bid meeting will have to submit the photocopy of the receipt of payment made against tender fee to ERNET India.**

7. Response/reply to Queries/clarifications received within time frame as stated above shall be uploaded at CPP portal/ERNET India website. No reply in this regard shall be sent to individual bidders. Bidders are advised to keep visiting CPP Portal/ERNET India Website to keep track of updates/ notices during the complete tender process.

8. ERNET India may, for any reason, whether at its own initiative or in response to a clarification requested by prospective bidders, modify the Tender Document by an amendment. The same will be posted on CPP/ERNET India's website.

9. **PROJECT BRIEF**

Aim of the project is of Setting up of smart virtual class room facilities in 3500 Govt. owned / controlled schools plus 50 DIET locations in Seven pilot states of Himachal Pradesh, Gujarat, Rajasthan, Tripura, Andhra Pradesh, Haryana and Tamil Nadu with the focus to improve the quality of education to students from remote/ rural part of the country. The project is aimed at creating a technology enhanced classrooms that foster opportunities for teaching and learning by integrating learning technology, such as computers, electronic white boards, projectors, specialized software, interactive audio-video systems, etc.

Out of the total targeted project sites i.e 50 DIETs and 3500 schools in seven states, it is envisaged that in Phase – I of the project, a suitable number of DIET along with its corresponding schools (selected based on availability of raw power, Internet connectivity, etc.) will be picked from every state for implementation of project.

The project will enable the school teachers to reach at far locations without physical presence and on the other hand enable availability of expert faculty.

District Institute of Education & Training (DIET)/ Block Institute of Education & Training (BIET) locations in a district/ block will act as a mentor where high / professional quality equipment will be installed which can also be used as a studio for smart teaching by specialized faculty and those lectures / teachings can be beamed live to the other schools primarily in that district as well as in the adjoining areas.

The proposed smart virtual class room set –up would also be used for various vocations / training courses to be run from district level or state capital for the welfare of the community as a whole to meet the domestic requirements of a rapidly growing economy in the identified high growth sector(s), with surplus to cater to the skill deficits in other ageing economies, thereby effectively leveraging India's competitive advantage and harnessing India's demographic divide.

The use of modern Video-Audio & ICT Technologies is expected to improve the quality and effectiveness of education.. It is also important to enable distance education & e-learning environment through video streaming & playing of education video content over network to benefit large number of students in the remote and backward regions.

This would also enable off-line access of classroom teaching at any later stage over the network through accessing the content from central recording server subject to the installed storage capacity of the recording server. This statewide infra would also help addressing the teacher shortage issue and ensure quality education delivery across the state / country on demand.

It is also taken care that the proposed solution is scalable to a higher number by adding the classroom infra at remote school level and MCU capabilities at central location in any of the next phases to come.

10. **ELIGIBILITY CRITERIA**

A. For Bidders

- i) The bidder should have valid ISO 9001:2008 or equivalent certification. Supporting documentary proof should be enclosed.
- ii) The products being quoted by the bidder should not have been declared as at “end-of-sale” and “end-of-support” by the respective OEM/manufacturer. Undertaking to this effect must be submitted from OEM. The bidder should also submit valid letter from the OEMs confirming following:
 - Authorization for bidder to bid against this tender specifically.

- Undertake that the support including spares, patches, upgrades, updates, etc. for the quoted products/software shall be available for next 5 years from the date of successful installation & acceptance of the project.

Note: All Authorizations from the OEM should be in Original Ink Signed and stamped.

- iii) The bidder is allowed to offer products from only ONE OEM against each item. Options of multiple OEM products against any item should not be quoted and such bids shall be rejected. An undertaking to this effect must be submitted by the bidder.
- iv) Bidder should have the experience of successfully executing similar projects and 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 similar project of value not less than Rs. 28 Cr. or Two similar projects of value not less than Rs. 17 Cr. each or Three similar projects of value not less than 12 Cr. each.
Definition of similar work/ project: Supply, Installation & Commissioning of ICT infrastructure project executed in last five financial years for any Govt. Department/Reputed Organizations/Institutes/University/ PSU.
- v) The Bidder should have been in the business of ICT infrastructure implementation and integration related activities for at least past 5 years. The Bidder shall submit the declaration duly signed and stamped by Bidder's authorized signatory regarding these along with the documentary proofs in the bid. Copy of purchase orders should be submitted as a proof.
- vi) The bidder may be asked to present about and 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.
- vii) The bidder should not have been barred or black-listed by any of the departments/organizations/PSUs of the central/state govt. on the date of bid submission. A self-declaration certificate from the authorized signatory should be submitted.
- viii) The bidder should have an average of three years annual turnover of Rs. 300 Crores in below mentioned three financial years. The Bidder should be profit making company in last financial year with positive net worth. Attested copies of the bidders' audited annual reports/ financial statement for each of the three financial years i.e 2011-12, 2012-13 and 2013-14 have to be attached along with a certificate from a practicing Chartered Accountant on his letter head confirming annual turnover, net profit, networth & average annual turnover during these years.
- ix) The bidder should be a Company registered in India under the Indian Companies Act 1956 or a partnership firm registered under the India Partnership Act 1932 or a Society constituted by any ministry/Department of the Government of India and registered under the Societies Registration Act 1860 with their registered office in India for the last five years as on the date of bid submission. Copy of valid Certificate of Registration attested by Company Secretary/ Authorized Signatory should be submitted by the bidders.
- x) The bidder should have an office in the Delhi state/ NCR with support centers manned with their own qualified engineers across India with a Toll Free number. Supporting documentary proof should be enclosed.
- xi) The Bidder should have a country wide support infrastructure. The Resident Engineer & Project Manager as asked in the tender should be on direct pay-roll of the bidder(s). Compliance with relevant applicable laws including but not limited to provident fund, ESI, etc needs to be ensured. An undertaking to this effect should be submitted by the Bidder.

- xii) The bidder should be able to provide support services for the faulty systems/subsystem of equipment in conformity with the SLA as defined in this tender document.
- xiii) All offered products, softwares & components should support seamless inter-operability among them and with the products, softwares & components of other bidders based on ITU standards. There should be no compatibility issue among the supplied products, software & components etc. An undertaking to this effect should be submitted by the bidder.
- xiii) All offered products, softwares & components should be as per IEEE standards and other standards mentioned in the respective specifications. An undertaking to this effect should be submitted by the bidder.
- xiv) The bidders should give clause-by-clause compliance for the technical specification of the equipments as in the tender in their technical bids. Also give unconditional compliance of all the terms & conditions as mentioned in the Tender document.

B. For OEM(s)/Manufacturer(s)

- i) OEMs whose products have been offered in the bid shall be based in India or should have Authorized service centre in India to provide quick service and technical support. The OEM shall also have technical Assistance and support centre in India. OEM(s) should have direct presence with their own office in India manned with their own engineers for minimum of last 3 years. Relevant documentary proof should be submitted.
- ii) In order to ensure proven-ness of the offered equipments, OEM(s) of teaching aid equipments i.e Electronic Whiteboard, UPS, PC, & Projector being quoted/offered in the tender should have implemented a single order of 200 quantity of each equipment w.r.t individual OEMs and a cumulative installations base of 2000 quantity of each equipment by respective OEM in India in last 3 years in some Govt. Department/Reputed Organizations/Institutes/University/PSU. Relevant documentary proof should be submitted.
- iii) OEM for video conferencing equipment being quoted/offered in the tender should have implemented a single order of 100 port MCU/licenses and a cumulative installation base of atleast 1000 end points and 1000 MCU ports/licenses in India in last 3 years in some Govt. Department/Reputed Organizations/Institutes/University/PSU. Relevant documentary proof should be submitted.
- iv) Keeping in view the project requirements and SLA adherence of the project by the bidder / system integrator, OEM(s) must have spares depots in the India with local logistics support in every project state and adequate spares for the equipment supplied. This is to ensure immediate delivery of spares parts. The bidder should furnish the details of the physical address and telephone number (s) of the Spares Depot (s).

Note: The Bidders are requested to furnish documents to establish their eligibility for each of the above clauses. Relevant portions, in the documents submitted in pursuance of eligibility criteria mentioned above, may be highlighted. If bids are not accompanied by all of the above documents mentioned, the same would be rejected. Undertaking for subsequent submission of any of the above document will not be entertained under any circumstances. However, ERNET India reserves the right to seek fresh set of documents or seek clarifications on the already / submitted documents.

During any stage of verification / evaluation / assessment, if in case any information(including any document furnished by the bidder(s)) is found to be forged/ false, their bid shall be summarily rejected, their EMD shall be forfeited and no correspondence on the same shall be entertained.

THE BID SUBMITTED BY ANY BIDDER NOT FULFILLING THE ELIGIBILITY CONDITIONS / CRITERIA STIPULTED ABOVE, WILL NOT BE CONSIDERED.

11. **GENERAL CONDITIONS**

- i) The bidder must be an authorized representative of the products offered. The authority from the manufacturer(s)/OEM(s) must be submitted along with the bid.
- ii) Sealed bids are invited in two part format (Technical bid and Commercial bid) in two separate **sealed** covers with both the covers to be sealed in a single cover. First cover indicating “**COVER FOR TECHNICAL BID**” should consist of only Bidder’s profile, Compliance sheets with supporting documents, undertaking and all other documents as asked in support of Eligibility Criteria, technical solution, specification, design, configurations of the system/items offered, un-priced bill of material with make, model details, literature, pamphlets, drawing etc. This cover should contain complete technical specifications, make & model, names of supplier/manufacturer and commercial terms etc. of the system/items offered. Price column in this cover should be kept blank. Second cover indicating, “**COVER FOR PRICE BID**” should consist of **three separate sealed covers, the first cover (of price bid) super-subscribing “Cover for Grand Total Value for Sub-set I & II” should consist of ‘GTV’ for both the sub-set i.e I & II strictly in the format available at Annexure – III-A & IV-A. The second cover (of price bid) super-subscribing “Cover for Item wise price break-up for Sub-set I” should consist of item wise price break-up for sub-set I strictly in the format available at Annexure – III-B. Finally the third cover (of price bid) super-subscribing “Cover for Item wise price break-up for Sub-set II” should consist of item wise price break-up for sub-set II strictly in the format available at Annexure – IV-B. It is mandatory to quote for both the subsets as per Annexure I. The grand total for both the subsets are to be made separately. All the two covers (Technical bid and Commercial bid) should first be sealed separately, and then should be kept in a single sealed bigger cover. This cover addressed by name to the officer signing this enquiry should be submitted before due date and time. All the covers should be clearly marked “**Bids for Supply, Installation, and Commissioning & Integration of ICT Infrastructure for Virtual Classrooms teaching**”.**

Please Note that Prices should not be indicated in the Technical Bid and should only be indicated in the Price Bid.

- iii) Bids should be valid for a minimum period of 180 days from the due date mentioned below. In exceptional circumstances, the ERNET India 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 required to be suitably extended.
- iv) Envelope should bear the inscription:
“Bids for Supply, Installation, and Commissioning & Integration of ICT Infrastructure for Virtual Classrooms teaching”
“Tender Enquiry No. : EI-D/SP&IoT/01-001/2015
“Due Date & Time for Bids submission: 03.07.2015 at 3.00 P.M.”
“Due Date & Time for Opening of Bids: 03.07.2015 at 3.30 P.M.”
- v) The Bids must reach the undersigned on or before the due date, i.e., **on 03.07.2015 by 3.00 P.M.** Bids received after the due date & time will be rejected. In the event of due date being a National or public or declared Holiday for Central Government offices, the due date for above schedule activities will be the following working day at the appointed time & venue.

- vi) All rates for quoted items/services should be in Indian Rupee for delivery at the premises of ERNET India/end user sites or at any other place in India as and when specified by ERNET India free of charge. All prices shall be fixed and shall not be subject to escalation for any reason whatsoever. The rates must be quoted as per the Performa provided in Annexure-III-B & IV-B. Bids not quoted in the specified format shall be out rightly rejected. Also, ERNET India reserves the right to correct any of the arithmetical and/or Tax errors in the bidder(s)'s price bids, during evaluation of bids subject to the condition that in no circumstances, ERNET will be liable to pay any higher value against the grand total value (GTV) quoted by the L1 bidder in both the sub-sets.
- vii) Govt. Levies like sales tax, octroi, service tax, etc., if any, shall be paid at actual rates applicable on the date of delivery. Rates should be quoted accordingly giving the basic price, Sales Tax, Service Tax, etc., if any as per Annexure-III-B & IV-B. Registration no. towards the all applicable taxes as shown in the annexure III-B & IV-B should be provided and made part of technical bid.
- viii) It may specifically be mentioned whether the Bid is strictly as per tender specifications/conditions. If not, deviations must be spelt out specifically. **In the absence of this, the quotation may be rejected.** Deviation on lower side of specifications will not be considered. **No deviations in terms & conditions** of the tender document will be accepted in any case subject to ERNET India's right under clause 11 (xiv), below.
- ix) ERNET India reserves the right to accept or reject any bid or cancel the tender proceedings without assigning any reason whatsoever.
- x) The bidders should quote the products strictly as per the tendered specifications or of higher specifications giving exact make & model and specifications. All the technical literature for the products offered by the bidder may be enclosed in the bid. **Incomplete quotations are liable to be rejected.**
- xi) Bidder shall sign all pages of the bid document including all enclosures to be submitted with the bid.
- xii) 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 latter shall prevail. ERNET India reserves the right to place short / part orders in any fraction based on project requirements and availability of funds.
- xiii) The bidder must quote for all the items as mentioned in the **Annexure-I (Sub-set I & II)**. The bids not quoting all the items of **Annexure-I (Sub-set I & II)** will be summarily rejected. ERNET India reserves the right to vary (i.e. decreased or increased and/or drop) the Quantities of any item and/or number of sites by maximum of 10 percent based on project requirements.
- xiv) ERNET India may waive any minor infirmity or non-conformity or irregularity in a bid or may seek any clarification on the bids, if so desired. The decision in this regard shall be taken by the concerned evaluation committees & their decision will be final.
- xv) Any attempt of negotiation direct or indirect on the part of the bidder with the authority to whom he has submitted the tender or authority who is competent finally to accept it after he has submitted his tender or any endeavor to secure any interest for an actual or prospective bidder or to influence by any means the acceptance of a particular tender will render the tender liable to be excluded from consideration. The decision of ERNET India in this regard will be final & conclusive and no queries/communication will be entertained in this regard.

- xvi) The bidders will have to arrange for all the testing equipment and tools, cables, connectors, extension boxes etc required for installation, testing, maintenance etc.
- xvii) ERNET India will have the right to reject the components/equipment supplied if it does not comply with the specifications at any point of installation/ inspection.
- xviii) The bidders should give clause-by-clause compliance for the technical specification of the equipments in their technical bids. Also give compliance of all the terms & conditions as mentioned in the Tender document. Conditional bids / partial compliance shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the bidder should obtain the same as per the schedule mentioned in the tender.

12. **INSPECTION**

ERNET India or its representative shall have the right to inspect or to test the items to confirm their conformity to the ordered specifications. The supplier shall provide all reasonable facilities and assistance to the inspection team at no charge to ERNET India. In case any inspected or tested goods fail to conform to the specifications, ERNET India may reject them and supplier shall replace the rejected goods with the goods in conformity with the specification required free of cost to ERNET India. Any delay due to above shall attract relevant penalty clauses of the tender.

13. **EARNEST MONEY DEPOSIT**

- i) Each bid must be accompanied by **Earnest Money Deposit(EMD) of Rs. 1,40,00,000/- (Rupees One Crores Fourty Lakhs only) which shall be in the form of Demand Draft/Pay Order/EM 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 bid & be submitted as per the enclosed Performa. Bids received without Earnest Money Deposit are liable to be rejected.
- ii) Earnest Money is liable to be forfeited and bid is liable to be rejected, if the bidder withdraw or amends, impairs or derogates from the tender in any respect within the period of validity of the bid.
- iii) If the successful bidder(s) fails to furnish the performance Security within 15 days from the date of the placement of the purchase order, the earnest money shall be liable to be forfeited.
- iv) The earnest money of all the unsuccessful bidder(s) will be returned after acceptance of purchase order by the selected vendor(s). The Earnest Money of successful bidder(s) 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.

14. **PAYMENT TERMS**

In case of any discrepancy between rates mentioned in figures and words, the later shall prevail.

- i) Subject to the bidder(s)'s discretion, ERNET India shall release the payments on receipt of pre-receipted bill in duplicate as per the following schedule:

For sub-set I (central Location):

- a) First 40% (Forty percent) payment of the value of purchase order after deducting all penalties (if any) shall be made by ERNET India on completion of delivery, installation, commissioning, testing, training of the nominated officials at remote sites and acceptance of the ordered systems/items **at designated site** along with integration of central infra with 25% of remote sites.
- b) Further 30% (Thirty percent) payment of the value of purchase order after deducting all penalties (if any) shall be made by ERNET India on integration of central infra with 90% of remote sites, training of the nominated officials at remote sites and successful testing & acceptance of the ordered systems/items **at designated site**.
- c) Further 10% (Ten percent) payment of the value of purchase order after deducting all penalties (if any) shall be made by ERNET India on integration of central infra with 100% of remote sites, training of the nominated officials at remote sites and successful testing & acceptance of the ordered systems/items **at designated site**.
- d) Balance 20% percent payment of the value of purchase order after deducting all penalties (if any) would be released in 8 equal installments on quarterly basis during the warranty period (2years) upon successful completion of every quarter.

Note: All the above payments will be released subject to the condition that successful bidder(s) has submitted the Performance Security equivalent to 10% of the total cost of the purchase order as per clause no. 18 below.

For sub-set II (DIETs & Schools):

- a) First 20% (Twenty percent) payment of the value of purchase order after deducting all penalties (if any) shall be made by ERNET India on completion of delivery, installation, commissioning, testing, acceptance of the ordered systems/items along with integration with central infra and training of nominated officials at 25% of the awarded sites.
- b) Further 20% (Twenty percent) payment of the value of purchase order after deducting all penalties (if any) shall be made by ERNET India on completion of delivery, installation, commissioning, testing, acceptance of the ordered systems/items along with integration with central infra and training of nominated officials at 50% of the awarded sites.
- c) Further 20% (Twenty percent) payment of the value of purchase order after deducting all penalties (if any) shall be made by ERNET India on completion of delivery, installation, commissioning, testing, acceptance of the ordered systems/items along with integration with central infra and training of nominated officials at 75% of the awarded sites.
- d) Further 20% (Twenty percent) payment of the value of purchase order after deducting all penalties (if any) shall be made by ERNET India on completion of delivery, installation, commissioning, testing, acceptance of the ordered systems/items along with integration with central infra and training of nominated officials at 100% of the awarded sites.
- e) Balance 20% percent payment of the value of purchase order after deducting all penalties (if any) would be released in 8 equal installments on quarterly basis during the warranty period (2years) upon successful completion of every quarter.

Note: All the above payments will be released subject to the condition that successful bidder(s) has submitted the Performance Security equivalent to 10% of the total cost of the purchase order as per clause no. 18 below.

- ii) The payments will be made as per actual supplied/installed/consumed quantities/items along with due acceptance of ERNET India.
- iii) The eligible payments to be released to the bidder(s) will further be subject to the receipt of the funds from ERNET India customer institutes/organizations/departments, etc. In case funds from ERNET India customer institutes/organizations/departments, etc is received in installments then release of payments will be prioritized on the basis of date of delivery/installation of the systems/items & ERNET India's decision in this regard will be final.
- iv) All the quarterly payments will further be subjected to the compliance of clause 25 (xviii).

15. WARRANTY/ ANNUAL MAINTENANCE CONTRACT

- i) Onsite warranty/AMC services shall be provided at the specified locations of installation of equipment supplied.
- ii) Warranty shall include free maintenance of the whole equipment supplied including free replacement of parts free software upgrades/updates/renewals. The defects, if any shall be attended to on immediate basis. The comprehensive warranty shall begin from the date of acceptance of equipments at respective site for a period of two years from the date of acceptance of last project site by ERNET. The bidders are also required to quote for Comprehensive AMC of three years on per year basis after warranty period is over. The Comprehensive AMC includes onsite warranty with parts and software updates/upgrades/renewals. The bids received without quotes for Comprehensive AMC would be out rightly rejected. AMC cost for three years will also be taken into account for commercial evaluation. However, award of AMC order will be at the discretion of ERNET India or it's user(s).
- iii) Payments for yearly AMC (if awarded) will be released after deducting all penalties (if any) in 4 equal installments on quarterly basis over the period of AMC support upon successful completion of every quarter.

16. SERVICE LEVEL AGREEMENT (SLA)

- i) After commissioning & acceptance, during warranty & AMC, the vendor(s) shall be responsible for minimum uptime of 98% on 24x7 basis of the system as a whole and shall enter into a SLA for this purpose. The uptime will be calculated over a period of three (03) month time frame.
- ii) The permissible downtime of 2% will further be subject to a maximum downtime of 24 hours at a stretch at any instance. In case the same exceeds 24 hours at a stretch then penalty clause at Clause 17 below will be enforced. The same penalty clause will also be enforced in case the downtime exceeds the permissible total downtime as stated above in this clause.
- iii) Failure of any equipment / degradation of equipment performance such as UPS backup time will be treated as downtime of the system as a whole and attract SLA penalties.

17. PENALTY CLAUSE FOR NON CONFORMANCE TO ABOVE SLA

For sub-set I (central Location):

- i) ERNET India will deduct Rs. 5000/- from the due payments or recovered from quarterly payments and/or performance security as the case may be for every 1 day of down time at a stretch or part there-off up to total down time of 03 days. This down time shall be calculated over and above the total hours of downtime permissible. Beyond 03 days of down time, ERNET India may deduct Rs.

3,000/- for every 2 hour of down time at a stretch or part there-off from the due payments and/or available performance security.

- ii) In any case, if the equipment is not made operational for 08 days from the time of reporting of fault, the performance security submitted by successful bidder to ERNET India may be forfeited/ invoked and ERNET India may proceed to get the work done at the vendor's risk and cost. Also any payments (payable to vendor) shall not be paid too & will be adjusted as penalty. This will be deemed to be an event of default/ breach of contract and ERNET India may terminate the contract along with debarring/ blacklisting the vendor(s) concerned for at least three years, for further dealings with ERNET India.

For sub-set II (DIETs & Schools):

- iii) ERNET India may deduct Rs. 1000/- from the due payments or recovered from quarterly payments and/or performance security as the case may be for every 1 day of down time at a stretch or in part up to total down time of 03 days. This down time shall be calculated over and above the total hours of downtime permissible. Beyond 03 days of down time, ERNET India may deduct Rs. 500/- for every 2 hour of down time at a stretch or part there-off from the due payments and/or available performance security.
- iv) In any case, if the equipment is not made operational for 10 days from the time of reporting of fault, the performance security submitted by vendor(s) to ERNET India may be forfeited/ invoked and ERNET India may proceed to get the work done at the vendor's risk and cost. Also any payments (payable to vendor(s)) shall not be paid too & will be adjusted as penalty. This will be deemed to be an event of default/ breach of contract and ERNET India may terminate the contract along with debarring/ blacklisting the vendor(s) concerned for at least three years, for further dealings with ERNET India.

18. PERFORMANCE SECURITY

The successful bidder(s) shall within 15 days from date of purchase order submit Performance Security equivalent to 10% of the total cost of the purchase order. The Performance Security may be in the form of Demand Draft/Pay Order/Bank Guarantee of any nationalized/scheduled commercial bank as per the enclosed Performa. The Bank Guarantee(BG) should be valid for a minimum period of 36 months from the date of acceptance of purchase order with additional claim period of 30 days from the date of expiry of BG. BG should be extendable for a another period of 03 months from the date of expiry at the option of ERNET India. In case successful bidder(s) fails to complete the delivery, installation, commissioning, testing, acceptance of the ordered systems/items and training of nominated officials within specified period, ERNET India reserves the right to forfeit/ invoke the Performance Security submitted by the vendor(s). This Performance Security will be released / returned after successful completion of the respective period of vendor(s) service liability (2 years from the date of acceptance of the system as a whole) and recovering the penalties, if any No interest will be payable by ERNET India on the Performance Security.

19. DELIVERY AND INSTALLATION PERIOD

- i) The schedule of delivery, installation, commissioning, integration and testing is as follows:

For sub-set I (central Location):

- a) The order equipments should be delivered, installed, commissioned, integrated with 25% of remote sites and tested along with imparting training to the remote site officials within 8 weeks from the date of placement of the purchase order for specified site(s).
- b) Integration with 100% of remote sites and testing along with imparting training to the remote site officials should be completed within 20 weeks from the date of placement of the purchase order for specified site(s).
- c) To achieve timely delivery/ integration the vendor has to work in close coordination with other vendor(s) being awarded the work of sub-set II. However if vendor(s) of sub-set – II fails to timely handover the site for installation of soft client, the delay so occurs will not be counted on part of the vendor. The decision of ERNET India in regard to assessment of delay (beyond the above schedule) on the part of vendor will be final and binding on the vendor(s).

For sub-set II (DIETs & Schools):

- a) 25% (percent) of the awarded sites (schools along with its corresponding DIETs locations) should be made ready by completion of delivery, installation, commissioning, integration with central site and testing of the ordered equipments along with imparting training to the site officials within 8 weeks from the date of placement of the purchase order for specified sites.
 - b) 50% (percent) of the awarded sites (schools along with its corresponding DIETs locations) should be made ready by completion of delivery, installation, commissioning, integration with central site and testing of the ordered equipments along with imparting training to the site officials within 12 weeks from the date of placement of the purchase order for specified sites.
 - c) 75% (percent) of the awarded sites (schools along with its corresponding DIETs locations) should be made ready by completion of delivery, installation, commissioning, integration with central site with central site and testing of the ordered equipments along with imparting training to the site officials within 16 weeks from the date of placement of the purchase order for specified sites.
 - d) 100% (percent) of the awarded sites (schools along with its corresponding DIETs locations) should be made ready by completion of delivery, installation, commissioning, integration with central site and testing of the ordered equipments along with imparting training to the site officials within 20 weeks from the date of placement of the purchase order for specified sites.
 - e) To achieve timely delivery/ integration the vendor(s) have to work in close coordination with the vendor to whom the work of central site will be awarded. However if vendor of sub-set – I fails to timely complete the site for integration and testing with the sites of sub-set – II, the delay so occurs will not be counted on part of the vendor(s). The decision of ERNET India in regard to assessment of delay (beyond the above schedule) on the part of vendor(s) will be final and binding on the vendor(s).
- ii) The vendor(s) should also be responsible to complete all integration activities (in coordination with other vendor(s)) in any set of delivered sites within the above time limits in the process of achieving specified architecture for running of smart virtual classes as per scope of project. Any delay by the vendor(s) in the performance of delivery, installation, commissioning, integration, testing and imparting of training of items shall render the vendor(s) liable to any or all of the following sanctions- i) forfeiture of its Performance security Deposit, ii) imposition of liquidated damage as per para 20 below or/and iii) cancellation of the purchase order for default, iv) debarring/ blacklisting the vendor(s)
 - iii) Equipments/items will be directly supplied at specified sites for installation (the detailed address of the sites along with its contact official details will be provided along with purchase order). All the

expenses involved in shipping the equipment to the sites specified by ERNET India will be borne by the vendor(s). All aspects of safe delivery shall be the exclusive responsibility of the successful vendor(s). ERNET India will have the right to reject the items/equipments supplied, if it does not comply with the specifications at any point of installation/inspections.

20. **LIQUIDATED DAMAGES (LD)**

- i) In the event of the vendor(s)'s failure to complete the delivery, installation, commissioning, integration and testing of the ordered equipments/component along with imparting of training by the date/dates specified in the tender or any extended period, ERNET India may at its discretion withhold any payment, as liquidated damages (and not by way of penalty) at the rate of 2% of the PO value of non-operational sites per week or a part of a week subject to a maximum of 14% (but not exceeding 10% of the total PO value(s)). The amount towards Liquidated Damage would be recovered from the performance security as required vide para 18 above or the amounts due to vendor(s). The LD will be imposed only in case the delay is on part of the vendor(s). No, LD will be imposed if the designated site is not ready for installation.
- ii) In case the cumulative delay is beyond 7 weeks during the implementation period i.e 20 weeks, ERNET India reserves the right to cancel the purchase order and forfeit all due payments including forfeiture of Security Deposit, besides initiating legal action as per rules/laws and/or debarring / blacklisting the vendor(s) concerned for at least three years, for further dealings with ERNET India. In such a case ERNET India will initiate action to get the work completed at the cost and risk of vendor(s) and may further distribute such a work to other remaining vendor(s) in suitable ratio in conformity with the distribution as indicated at clause 26(xi).

21. Rates quoted by the bidder shall be final and no negotiation will be held. However, it would be subject to the discretion of the Competent Authority in ERNET India.

22. **CANCELLATION OF TENDER**

ERNET India reserves the right to cancel the tender or modify the requirement without assigning any reason. ERNET India will not be under any obligation to give clarifications for doing the aforementioned.

23. ERNET India also reserves the right to modify/relax any of the terms & conditions of the tender by declaring / publishing such amendments in public domain i.e on ERNET's website / CPP portal. to keep prospective bidder(s) informed about it.

24. ERNET India in view of projects requirement may reject any bid, in which any prescribed condition(s) is/are found incomplete in any respect and at any processing stage.

25. **SPECIAL TERMS & CONDITIONS**

- i) ERNET India reserves the right to change the requirement under this tender at any stage based on the project requirements and directions of DeitY / end customers. ERNET India may place any short order / part order in multiples as per project requirement.
- ii) Keeping in view the ERNET India's project commitments, ERNET India reserves the right to evolve a super-set of technically qualified accepted systems and subsystem, items of their brands and models for the entire range of systems covered by the Annexure-I of this tender so as to take care of the service delivery related aspects concerning the suitability of configuration needs matching the project requirements from time to time.

- iii) ERNET India will award the work of sub-set II to maximum of three successful bidders in the ratio proportion as specified at clause 26(xi) this tender, however the initial division of order will be subject to the condition that none of the single project state will be divided among multiple successful bidders to ensure smooth management and operational issues.
- iv) The successful bidder(s) shall have to sign a SLA agreement on 100 Rupee non-judicial stamp paper for honoring all SLA terms and conditions as specified in this tender and adherence to all aspects of fair trade practices in executing the purchase orders placed by ERNET India on behalf of its customer/users.
- v) In the event of an successful bidder(s) or the concerned division of successful bidder(s) is taken over /bought over by another company, all the obligations and execution responsibilities under the agreement with the ERNET India, should be passed on for compliance by the new company in the negotiation for their transfer under intimation to ERNET.
- vi) If the name of the product is changed for describing substantially the same or more in a renamed form; then all techno-fiscal benefits agreed with respect to the original product, shall be passed on to ERNET India and the obligations with ERNET India taken by the empanelled bidder(s) with respect to the product with the old name shall be passed on along with the product so renamed.
- vii) If any product which is declared end of life product by OEM before the delivery of equipments, in this case the vendor(s) should supply replaced model or next higher model/version of the product without additional cost.
- viii) In case, vendor(s) fails to meet any of the service conditions and/or found in breach of any condition(s) of tender or supply order, at any stage during the course of its service liability period, ERNET India besides, forfeiting any due payments and/ or Security Deposits may also debar and blacklist the bidder(s) concerned for at least three years, for further dealings with ERNET India and also may initiate legal action as per rules/laws applicable.
- ix) ERNET India may, at any time, terminate the purchase order by giving written notice to the selected bidder(s)/ vendor without any compensation, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to ERNET India. In case of termination, the work of such a vendor(s) shall be distributed to other remaining vendor(s) in conformity with the distribution as indicated in clause 20(ii).
- x) The vendor(s) should not assign or sublet the work either in whole or in part of the ERNET's work order to any other agency in any form. Any such eventuality may result in termination of contract and forfeiture of Security Deposit concerning such bidder(s).
- xi) No deviations from these terms and conditions will be accepted; violation thereof will lead to rejection of the bid and forfeiture of EMD/Security Deposit.
- xii) The work order for AMC may be awarded based on the project requirements and after the end of warranty period.
- xiii) If L1 bidder refuses to accept the work order within 07 days from the date of issue of work order from ERNET India, the offer would be treated as withdrawn and bidder's EMD will be forfeited, besides debarring and blacklisting the bidder for at least three years, for further dealings with ERNET India. In such a case, the tender process will stands cancelled. .
- xiv) The connectivity available at project sites (schools) will probably be an Internet broadband link and accordingly the bidder must ensure themselves that the Video conferencing solution offered by them should be capable to conduct smooth HD video calls through available connectivity. During technical

evaluation, ERNET India reserves the right to ask the bidder(s) for conducting a proof-of-concept (PoC) on the similar type of environment and may declare the equipment/solution as technically viable or non-viable.

- xv) A detailed Bill of Material as in Annexure-I has been prepared as per the defined scope of work & enclosed herewith. However it is the bidder's responsibility to see the completeness of the solution and if required bidder may quote for additional items/equipments to complete the proposed solution design.
- xvi) After the complete system has been installed by bidder(s), it is the responsibility of bidder to get the complete system being vetted by the respective OEM before final acceptance from ERNET India side and OEM will issue a certificate to be addressed to ERNET India by verifying the complete system in operation.
- xvii) The hardware specifications provided in the tender is the minimum required and bidder may quote for higher specifications to optimize as per their solution requirements.
- xviii) Vendor of sub-set I have to station two resident engineer at central location and vendor(s) of sub-set II has to provide one Resident engineer against every two DIETs for the complete period of bidder's operations liability/warranty period. The resident engineer should be an engineering graduate / MCA / MSc (IT/CS) with two years of experience in handling ICT set-up. The resident engineer will work for an 8 hour shift i.e from 7:30 AM to 4:00 PM and will be responsible for following:
 - a) To conduct the mock calls between DIET and its corresponding schools to test the complete infra installed by the bidder atleast once in week.
 - b) To manage complete installed system on daily basis to smooth running of smart virtual classroom classes.
 - c) To coordinate with OEMs / Bidder TAC for logging and resolution of the system problem to maintain the SLA terms.
 - d) To coordinate with local school authorities for scheduling, establishing and managing the smart classes sessions and handling issues pertaining to connectivity.
 - e) To provide operational training to school / DIET staffs in case of any specific requirement.
 - f) To generate and provide the reports on smart classroom sessions/ system uptime on daily / weekly /monthly or as per requirement of ERNET.

Note: Non-compliance of any of the above clauses will amount to violation of SLA terms and no payment (as proposed in para 14(c)) will be made for the period of default.

26. **EVALUATION of TENDER**

- i) The evaluation process of the tender proposed to be adopted by the ERNET India is indicative only and to provide the Bidders an idea of the evaluation process that the ERNET India may adopt. However, the ERNET India reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.
- ii) When deemed necessary, during the evaluation process, the ERNET India may seek clarifications or ask the Bidders to make Technical presentations/demonstrations/PoC on any aspect from any or all

the Bidders. However, that would not entitle the Bidder to change or cause any change in the substance of the tender submitted or price quoted.

- iii) A duly constituted Technical Evaluation Committee (TEC) will first select eligible Bidders on the basis of eligibility criteria of this tender. The Bids conforming to the eligibility criterion will be considered for further evaluation.
- iv) A duly constituted Technical Evaluation Committee (TEC) will shortlist Technical Bids on the basis of technical solution, design, conformity of technical specifications, suitability of offered solution, parameters and features offered vis-à-vis tendered specifications requirements. If required, the short listed Bidders may be asked for a detailed technical presentation/discussion on the solution and products offered in the bid. Further, TEC may ask the bidder to bring any selected items/sub items of their quoted products for technical evaluation at ERNET India or any other location decided by TEC in specified time limit. In case, vendor fails to bring their quoted products within the stipulated time, for whatever reasons, their bid will not be considered for further evaluation. The names of technically short listed bidders will be announced to only those bidders whose bids will qualify for opening the Price/Commercial Bids.
- v) The Price Bids of only those Bidders short listed from the Technical Bids by TEC will be opened in the presence of their representatives on a specified date and time to be intimated to the respective Bidders by ERNET India, and the same will be evaluated by a duly constituted Commercial Evaluation Committee (CEC) and determine successful bidder (L1) for sub-set I on the basis of lowest grand total value (Annexure-III-A) and for sub-set II, the three successful bidders as L1, L2 and L3 or as the case may be (on the basis of grand total value of Annexure-IV-A) will be determined. Thereafter the detailed item wise price bid (submitted as per annexure – III-B & IV-B) of L1 bidder(s) only against both the sub-sets will be opened for further evaluation.
- vi) For sub-set I, the complete work will be awarded to L1 bidder on L1 rates and for sub-set II, the complete work will be awarded between maximum of three bidders at L1 rates subject to availability of technically qualified bidders and acceptance of L1 package price by L2 and L3 bidders. After discovering of L1 price, L2 and L3 bidders (as the case may be) will be given an option to match the package price quoted by L1 bidder. The L2 and L3 bidders or as the case may be will have to reply within 7 days in respect of their acceptance / non-acceptance of the L1 rates. In case no reply is received from their side within stipulated time lines, the ERNET's offer will deemed to be accepted by them and thereafter non-acceptance of purchase order / any terms of tender will be treated as breach of contract. In the event of breach of contract, bidder(s)'s EMD/ security deposit will be forfeited, besides debarring and blacklisting the bidder for at least three years, for further dealings with ERNET India.
- vii) In case where L2 and/or L3 bidder(s) refuses to match the L1 rates in totality, the next onward bidder(s) (if technically qualified) will be given an option to match the L1 rates on same terms and conditions as for L2/L3.
- viii) The bidder(s) (other than L1) who will refuse to match the L1 price will be disqualified and their EMD will be returned.
- ix) In case L2 and L3 bidders accept & match the L1 price, all the three bidders (L1, L2 and L3) will be awarded work and the purchase orders shall be released in the ratio L1:L2:L3 = 50:25:25 to the nearest approximation possible, Ref Clause 25(iii) on the L1 rates.
- x) In the event of all the higher bidders next to L1 bidder refuse to match the L1 price, then only L1 bidder will be awarded 100% works on its quoted prices i.e L1 rates.
- xi) In view of the above, the detail of the distribution of work in percentage is as follows:

S. No.	Number of technically qualified bidders who agree to match the L1(below)	L1 (%)	L2 (%)	L3 (%)
1	if work is awarded between 3 bidders	50	25	25
2	if work is awarded between 2 bidders	65	35	-----
3	if work is awarded to 1 bidders	100	-----	-----

%(percentage) distribution shall be to the nearest approximation possible and also subject to clause 25(iii). In the case of part orders the same ratio proportion will be maintained.

Note: In their own interest the bidders are advised to ensure that the equipments quoted by them should conform to all tendered technical parameters/specifications and are functional. Equipments quoted and not meeting complete tender specifications or lower in specification will not be considered for evaluation.

27. SCOPE OF WORK

- i) The vendor(s) will carry out the work at user sites/locations as specified by ERNET India across the 07 identified project states and will be responsible for total system integration in coordination with other successful bidder(s) and execution of project with full ownership to operate the virtual smart classrooms sessions as per requirement.
- ii) The bidder will be responsible to visit the identified project locations before delivery of material to check-out/ formulate the implementation plan and should submit its post visit Detailed Implementation Plan (DIP) along with installation prerequisite based on individual site condition (if any) within one month of the issue of PO from ERNET India.
- iii) Establishment of Smart Virtual Class rooms (with two-way interactive facility) through supply, installation, commissioning, integration and comprehensive maintenance in 3500 schools across Seven states i.e Himachal Pradesh, Gujarat, Rajasthan, Tripura, Andhra Pradesh, Haryana and Tamil Nadu in conformity with Schedule of Requirement (Annexure-I, Sub-set II) (any sub items & quantities), Technical Specifications (Annexure-II) and terms & conditions of the tender. The bidder will ensure to install the supplied systems and make it operational over the existing broadband Internet connection and provide warranty support for next 2 years.
- iv) Establishment of high-end Smart Virtual Class rooms (with two-way interactive facility) through supply, installation, commissioning, integration and comprehensive maintenance in 50 DIET of Seven state (Himachal Pradesh, Gujarat, Rajasthan, Tripura, Andhra Pradesh, Haryana and Tamil Nadu) in conformity with Schedule of Requirement (Annexure-I, Sub-set II)(any subset of items & quantities), Technical Specifications (Annexure-II) and terms & conditions of the tender. The bidder will ensure to install the supplied systems and make it operational over the existing broadband Internet connection and provide warranty support for next 2 years.
- v) Establishment of central site at Delhi / NCR for Hosting MCU and Recording/ Streaming Solution (Including MCU (along with soft client licenses and its installations, integration & testing at 3500 schools across 07 states), Recording / Streaming server, PMIS/ Scheduling software, etc as detailed in Annexure – I, Sub-set I. Online management of class schedules through scheduling software along with generation of various MIS based reports as per requirement. The indicative requirement for reports are: generation of report on numbers of classes held for any specific subject in any specified period of time, number of students (based on inputs feed of class coordinator) attended any / all subject classes during any specified period and other associated reports through application customization. All the data in the stated reports should be available state / DIET / combination of states wise. The scope of work for central site also includes development of project portal to be accessed over the internet from external world. The portal should have the links for redirection to

recording content created in project and also for any external course content available over the internet.

- vi) The bidder(s) shall deliver and implement the system in conjunction with a set of best practices guidelines & industry standards for delivery of classes through virtual classroom.
- vii) The bidder(s) will ensure smooth integration of the offered equipment with any existing equipment/network at User sites/locations specified.
- viii) The bidder(s) will provide user manual to end-users detailing operations of the equipment and on-site user level training at the time of installation.
- ix) The bidder(s) has to ensure that during the execution of the project they do not damage or disrupt the existing classroom teaching and structure / services under and above the ground.
- x) The bidder(s) has to comply with the standard government guidelines / policy for such installation and non-disclosure requirements.
- xi) The methodology of installation work, to be adopted, has to ensure minimum damage to the existing finish and no loss to the aesthetic beauty of the floors & Walls. Any damage to the existing flooring / walls etc. shall be made good by the bidder.
- xii) The vendor(s) of both the sub-set (I & II) shall coordinate and organize a combined user level training to suit the requirements of the specific operations of smart class room equipments. The training shall include the basic operations of installed equipment, day-to-day handling of equipments and basic level troubleshooting to the maximum of 02 staffs/ teachers of each project location for one day. Training shall be organized at any of the two convenient project locations in each District and all necessary space and permissions to be provided by ERNET/ respective location in-charge. All the training material will be provided by the bidder(s).
- xiii) The bidder(s) will ensure the availability of services from professionally qualified team during implementation of the project and to provide the required on-site warranty/ support for 02 years.
- xiv) The bidder(s) will be liable for any hardware and software up-gradation for maintenance without any extra cost during warranty period.
- xv) On completion of the work the vendor(s) shall submit the detailed diagram/drawings & documentation of the project, training manual to the end user/ERNET India and obtain a certificate from the End user, which will be submitted to ERNET India along with the bills.

28. **INDEMNITY**

The successful bidder(s) shall indemnify the ERNET India/End-user departments against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied items and related services or any part thereof. ERNET India/End-user department stand indemnified from any claims that the bidder's manpower may opt to have towards the discharge of their duties in the fulfillment of the purchase orders. ERNET India/End-user department also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the bidder's manpower while discharging their duty towards fulfillment of the rate contract and purchase orders. The bidder shall solely responsible for any damage, loss or injury which may occur to any property or to any person by or arising out the execution of the works or temporary works or in carrying out of the contract otherwise than due to the matters referred to in this agreement hereinbefore. The bidder would ensure for observance of all labor and other laws applicable in the matter and shall indemnify and keep indemnified the ERNET/its customers against the effect of nonobservance of any such laws.

29. **FORCE MAJEURE**

If at any time, during the period of contract, the performance in whole or in part by either party of any obligation under the project is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to terminate the contract, nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the purchaser as to whether the deliveries have so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under the contract is prevented or delayed by reason of any such event for a period exceeding 60 days, the purchaser may at his option, terminate the contract.

30. **TERMINATION FOR DEFAULT**

- i) Default is said to have occurred
 - a) If the bidder fails to deliver any or all of the equipments/ services within the time period(s) specified in the purchase order or any extension thereof granted by ERNET India.
 - b) If the bidder fails to perform any other obligation(s) under the contract.
 - c) If the vendor fails to accept the purchase order(s).
- ii) If the bidder, in either of the above circumstances, does not take remedial steps within a period of 15 days after receipt of the default notice from ERNET India (or takes longer period in spite of what ERNET India may authorize in writing), ERNET India may terminate the purchase order in whole or in part. In addition to above, ERNET India may at its discretion also take the following actions: i) forfeiture of its Performance security Deposit and/or any due payment, ii) imposition of liquidated damage as per para 20 below or/and iii) Initiate legal action as per rules/laws applicable iv) debarring/ blacklisting the bidder(s).
- iii) ERNET India may procure, upon such terms and in such manner, as it deems appropriate, goods similar to the undelivered items/products and the defaulting bidder(s) shall be liable to compensate ERNET India for any extra expenditure involved towards goods and services to complete the scope of work in totality and 10% of the total value of purchase order as cancellation charges.
- iv) ERNET India may at any time terminate the purchase order by giving 15 days written notice to the bidder, without any compensation to the bidder(s), if the bidder(s) becomes bankrupt or otherwise insolvent.

31. **ARBITRATION**

- i) If a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to submit that dispute to arbitration under the ICADR Arbitration Rules, 1996.
- ii) The Authority to appoint the arbitrator (s) shall be the International Centre for Alternative Dispute Resolution (ICADR).

- iii) The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Arbitration Rules, 1996.

32. CONCILIATION

- i) If a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to seek an amicable settlement of the dispute by Conciliation under ICADR Conciliation Rules, 1996.
- ii) The Authority to appoint the Conciliator (s) shall be the International Centre for Alternative Dispute Resolution (ICADR).
- iii) The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Conciliation Rules, 1996.

33. APPLICABLE LAW

- i) The supplier vendor shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/ processing.
- ii) All disputes in this connection shall be settled in Delhi jurisdiction only.
- iii) ERNET India reserves the right to cancel this tender or modify the requirement at any stage of Tender process cycle without assigning any reasons. ERNET India will not be under obligation to give clarifications for doing the aforementioned.

34. CARE OF WORK

From the commencement to the completion of the works, the bidder(s) should ensure to take full responsibility for the care thereof and of all temporary works and in case any damages loss or injury happens to the works or to any part thereof or to any temporary works due to lack of precaution or negligence on the part of Bidder(s), the loss shall be made good at its own cost.

35. DAMAGE TO PERSON AND PROPERTY

The bidder shall (except, if and so far as this agreement provides otherwise), indemnify and keep indemnified the ERNET India & its all customers against all losses and claims for injuries or damage to any person or property arising out of or in consequence of the construction and maintenance of the works by them and against all claims demands, proceedings, damages, loss charges and excesses whatsoever in respect of or in relation thereof.

36. DOMESTIC MANUFACTURER CLAUSE

- i) Preference will be given to domestically manufacture electronic goods in procurement. Guidelines as per Govt. notification No. 8(78)/2010-IPHW dated 10-2-2012, and subsequent amendments/clarifications will be followed for implementation. Bidders must submit an undertaking on notarized Rs. 100/- stamp paper as per Annexure-VI: PMA AFFIDAVIT mentioning the percentage of domestic value addition (in terms of BOM) for each quoted item/product under a schedule to avail any applicable preference at the time of placing of purchase orders.

- ii) Bidders who do not provide the undertaking shall not be considered for receiving this preference. Also the above preference will be subject to satisfying technical specifications / technically qualified bid and matching the L1 price by the bidder(s).
- iii) Bidders quoting false/ incomplete information will be rejected at any stage (even after awarding of contract) and their any due payments and/ or Security Deposits will be forfeiting. ERNET may also debar and blacklist the bidder(s) concerned for at least three years, for further dealings with ERNET India and further initiate legal action as per rules/laws applicable.

37. **DEFECT LIABILITY PERIOD**

The bidder shall arrange for maintenance for a period of warranty from the date/dates of installation of the project with regard to rectification/removal of defects if any observed during this period. If the bidder does not arrange to rectify the defects observed during the maintenance period within a reasonable time, the ERNET/End user shall be at liberty to get such defects rectified at the cost and risk of the bidder.

38. **PERT/CPM/TIME SCHEDULE CHART**

At the outset of the works, the bidder will submit a daily progress report using Pert/CPM/Time schedule chart bringing out completion of various activities in the project for approval of ERNET/its customers. Thereafter, the bidder shall organize a weekly at ERNET, Delhi to discuss the weekly implementation progress and future plan activities for each of the assigned sites. While getting the project executed, apart from adherence to time schedule the bidder shall strictly adhere to quality norms applicable. In case of delay of the project and/or non adherence to the norms as set in the tender, suitable penalty clauses as per tender will be attracted.

39. **MISCELLANEOUS**

- i) The work under this tender is not assignable by the selected bidder(s). The selected bidder(s) shall not assign its contractual authority to any other third party. The selected bidder(s) shall be obliged to render services /supplies to ERNET India and its customer organizations. Any default or breach in discharging obligations under this tender by the selected bidder(s) while rendering services / supplies to ERNET India or its customers, shall invite all or any actions / sanctions, as the case may be, including forfeiture of security deposit, invocation of performance guarantee stipulated in this tender document.
- ii) The decision of ERNET India arrived at as above will be final and no representation of any kind will be entertained on the above. Any attempt by any Bidder to bring pressure of any kind, may disqualify the Bidder for the present tender and the Bidder may also be liable to be debarred from bidding for ERNET India tenders in future for a period of at least three years.
- iii) Any conditions mentioned in their tender bids by the bidders which are not in conformity to the conditions set forth in the tender will not be accepted by ERNET India. All the terms and conditions for the supply, testing and acceptance, payment terms penalty etc. will be as those mentioned herein and no change in the terms and conditions set by the bidders will be acceptable. Alterations, if any, in the tender bid should be attested properly by the bidders, failing which the bid will be rejected.
- iv) ERNET India reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon Project priorities vis-à-vis urgent commitments. ERNET India also reserves the right to accept /reject any bid, to cancel / abort tender process and / or reject all bids at any time prior to award of work, without thereby incurring any liability to the affected agencies on the grounds of such action taken by the ERNET India.

- v) Any default by the bidders in respect of tender terms & conditions will lead to rejection of the bid & forfeiture of EMD/Security Deposit.
- vi) This Tender document is not transferrable. Bidders are advised to study the tender document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications. The response to this tender should be full and complete in all respects. Incomplete or partial bids shall be rejected. Bidders shall bear all costs associated with the preparation and submission of the bid, including cost of presentation and demonstration for the purposes of clarification of the bid, if so desired by ERNET India. ERNET India shall in no event be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- vii) In the event of breach of contract as may be referred in various clause of this tender, ERNET reverses the right to withhold and/or forfeit any due payments and/ or Security Deposits. ERNET may also debar and blacklist the bidder(s) concerned for at least three years, for further dealings with ERNET India and further initiate legal action as per rules/laws applicable.

40. ACCEPTANCE TESTING PROCESS

- i) The items must be supplied in full as per ordered configuration for acceptance.
- ii) No item with short supply or alternate product with different technical specifications shall be taken up for conduct of acceptance testing under any circumstances. The supplier must ensure the availability of ordered items/spares in their stock before accepting the purchase order.
- iii) The acceptance tests will include the functional testing, interoperability test of the items quoted by vendor and satisfactory training.
- iv) Failure to fulfill any of the aforementioned conditions will entail cancellation of the Purchase Order along with forfeiture of the Security Deposit. Further, ERNET India may procure same items from alternate sources at the risk and cost of the defaulting vendor.
- v) No acceptance testing will be undertaken by ERNET India unless the Technical Verification Data Sheet (TVDS) concerned with offered products, is provided to ERNET, at least 15-Days in advance prior to date from which the actual acceptance testing is to start.
- vi) The schedule for conduct of acceptance testing dates shall be provided along with comprehensive material details by supplier within 15 working days from the date of purchase order to ERNET, mentioned in the purchase order.
- vii) ERNET India reserves the right to reject any item, if found unsuitable and /or not conforming to the approved specifications. The rejected items, if any, shall have to be taken back and replaced by good items forthwith at the cost of the vendor. No payment will be made for rejected items.
- viii) The equipments supplied should work under the specified solution design. It shall be the exclusive responsibility of the vendor(s) supplying the equipments to provide appropriate device drivers and solutions for these system software platforms.

Yours faithfully,

Registrar & CPO
ERNET India

BILL OF MATERIAL & TECHNICAL SPECIFICATIONS**1. Bill of Material****SUB-SET I**

S. No.	Specification available at Clause No.	Description	Quantity (Nos.)
Infra to be Supplied at Central location (ERNET India Location in Delhi) (No. of sites – 1)			
1	2.1	High Definition Multipoint Control Unit (HD-MCU) in High Availability (1+1) with 3500 Software based Video Conferencing Desktop Clients	1
2	2.2	Gatekeeper / Call Control & User Registration Server and application for scheduling and management of Classes	1
3	2.3	Firewall Traversal	1
4	2.6	Computer Server	1
5	2.7	Ethernet Switch	1
6	2.4	Recording & Streaming Solution	1
7	2.13	Management Console Laptop	2
8	2.5	Professional Video Conferencing End points/ Codec including camera, microphone and speaker	1
9	2.14	40" Full HD Display screen	1
10		Any other additional item(s) to complete the scope of work	As per requirement
11		AMC for 3 years (for line items 01 to 10 above) on per year basis (after the expiry of two years warranty)	1

Note: Bidder will be fully responsible to provide all the hardware (if not specified above) for any of their application / solution requirements.

SUB-SET II

S. No.	Specification available at Clause No.	Description	Quantity (Nos.)
Infra to be Supplied in Each School (No. of sites – 3500)			
1	2.8	Professional Desktop	1
2	2.12	USB Web Camera and Mic for Desktop	1
3	2.9	Electronic Interactive Whiteboard	1
4	2.10	Short Throw Projector	1
5	2.11	1 KVA online UPS with 30 minutes battery backup	1
6		AMC for 3 years (for line items 01 to 05 above) on per year basis (after the expiry of two years warranty)	1
Infra to be Supplied in Each DIET (District level location) (No. of sites – 50)			

7	2.5	Professional Video Conferencing End points/ Codec including camera, microphone and speaker	1
8	2.14	40" Full HD Display screen	1
9	2.5	Content Sharing Tool (Hardware/ Software) along with above	1
10	2.8	Professional Desktop	1
11	2.9	Electronic Interactive Whiteboard	1
12	2.10	Short Throw Projector	1
13	2.11	1 KVA online UPS with 30 minutes battery backup	1
14		AMC for 3 years (for line items 07 to 13 above) on per year basis (after the expiry of two years warranty)	1

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2. Technical Specifications

2.1 HD-MCU in High Availability (1+1) with 3500 Software based Video Conferencing Desktop Clients

S. No.	Description	Compliance (Yes/No)	If 'yes' give details & support documents & its Reference Page No.
	System Specification		
1	The proposed MCU solution should support H.264 AVC/H.264 SVC or higher ITU video compression standards		
2	The MCU must support ITU audio standard protocols G.711,G.722 and Wideband HD Audio with 20Khz or higher		
3	The Proposed Solution should be a hardware based rack mountable server / Appliance and shall operate on a non-Windows based operating system.		
4	The MCU Proposed Solution must support both H.263 and H.264 video algorithms and should support H.239 / BFCP content sharing standards to support up to 1080p full HD content sharing.		
5	The Proposed MCU solution shall have 10/100/1000 Mbps Ethernet interface and should support latest protocols for packet loss resiliency for up to 10% concealment methods and 10 ms jitter to ensure optimum video and audio quality.		
6	The MCU should support 1080p, 720p, SD and CIF resolutions at 30/60 fps. The MCU should support 280 ports @ 1080p30 fps transmit and receive in real time in a single conference or multiple session in continuous and voice activation mode from day one and it should be supplied in high availability (1+1) redundancy mode. The MCU should support connectivity with 280 participants in any combination of Endpoints or desktop clients.		
7	The MCU Proposed solution must support H.323 & SIP devices directly or using external hardware to be supplied with MCU		
8	The Proposed solutions shall be able to connect 50 endpoints (specification available at Annexure – II, clause 2.5) on HD directly or using external hardware to be supplied with MCU. These endpoints can be of any make (OEM) supporting ITU standards H.264 AVC/H.264 SVC, H.323. The supported mediums should be IP v4 and IP v6 ready on day one.		
9	MCU Proposed solution must have intelligent built in capability for dynamic bandwidth, resolution matching to give each user an experience for his available bandwidth.		

	MCU Features:		
10	The MCU shall have aspect ratio of 16:9. The MCU should support bit rate 512kbps to 6 mbps per port.		
11	The MCU shall have user management over web interface by implementing strong password ,displaying login records, implementing maximum no. of concurrent user sessions and user session timeout etc.		
12	Dynamic/Automatic/ Flexible CP layout adjustment .It should display site names for each participants connected in Continuous presence call.		
13	The Proposed Solution must have integration with Microsoft Outlook or similar email client so that training can be scheduled		
14	The Proposed solution should be able to register with management and call control server/gatekeeper for centralized directory/address book.		
	Conferences & Scheduling:		
15	The MCU should have an option for virtual conference rooms for each registered user.		
16	It shall provide Web based access for configuration and administration.		
17	The MCU shall have various user privileges from administrator to simple guest.		
18	The MCU shall support scheduled conferences and ad hoc conferencing mode at the same time for all the ports on the MCU.		
19	The MCU shall have a predefined and unique PIN for each conference.		
20	The MCU shall allow users to create conferences on the fly from their endpoints without the need of an operator and PC.		
21	The MCU should have User and managed mute control.		
22	The MCU shall provision self-view for participants when in a continuous presence layout		
23	It should be possible for the Administrator to assist participants to join from one conference/ session to another.		
24	Minimum 280 ports on 1080p@30fps should be available with MCU to support connectivity with Desktop, Mobile, and Web & Conference Room Participants for multiparty conference.		
	MCU Conference Features		
25	Must should support up to 16 CP & conference modes Lecture and presentation mode.		
26	Must have multiple conference profiles/groups & templates.		

27	It should support Far-end camera control (FECC) with conference dial in and dial out option.		
28	Must allow administration to control meeting to perform certain actions like mute/unmute, terminate conference, secure/unsecure, lock and unlock conference		
29	Video Encoding , Resolution and Presentation have:		
30	Shall support H.263, H.264 , H.264 SVC / H.264 AVC		
31	Support for IP using standards based H.239 / BFCP over SIP for data sharing		
	Network and security:		
32	MCU shall have AES encryption with an option to enable or disable it.		
33	Proposed Infrastructure Solution should be from same OEM to avoid any interoperability issues.		
34	MCU must have AC Voltage range:100-240 VAC with , 50 Hz. and should have redundant/dual power supply		
	Desktop Client:		
35	The Desktop Client must be centrally deployed and managed. It must be automatically installed via a downloadable via Web URL The desktop client should support major operating system like windows & Mac. The Proposed solution should be provided with 3500 desktop clients for remote class rooms.		
36	The administrator can require Desktop clients to authenticate in order to participate to a meeting, should support LDAP integration for user authentication.		
37	The desktop client should support automatic NAT firewall traversal for secure connectivity over internet.		
38	The client must adapt to the available bandwidth automatically at the start of each call. The client must also react and adapt to any available bandwidth changes during the call.		
39	A contact list allowing users to organize their favorites (other users or rooms) must be provided to authenticated users. Presence (Online, Offline, In a call) shall be displayed in this contact list.		
40	The desktop client should also support latest Video encoding H.264 SVC/H.264 AVC & should also support wide band HD Audio at 20 KHz or higher.The desktop client should support presentation sharing in HD 720p resolution.		
41	The H.264 codec must support, AEC and error concealment algorithms.		
42	The desktop client must be able to send and receive HD video at minimum 720p resolution or higher (TX/RX) with support for lower resolutions. In case , the desktop client is of 720p, the same should be upgradable to 1080p resolutions with out any additional cost to ERNET at any stage.		

43	The desktop client should be supported on Android & iOS smart phones and tablets on up to 720p HD resolution.		
44	Each Desktop Client participant should support both voice activated video switching mode and continuous presence mode.		
45	The Desktop Client must include a native component that enables participants to text chat while in conference		
46	The desktop administrator must be able to provision a centralized directory of all registered users.		
47	The Desktop client should support far end camera control.		
48	Administrator must be able to allow or not guests to connect conference.		
49	A user must be able to create an ad-hoc conference from desktop by going to a Web portal page and entering a conference ID. Accessing this web portal must be possible from all major web browsers (Internet Explorer, Firefox, Google Chrome or Safari)		
50	Alternatively, a user must also be able to schedule a conference from Microsoft Outlook or IBM Lotus Notes.		
51	The desktop client should be able to send guest link to guest participants to join from web browser itself.		

2.2 Gatekeeper / Call Control & User Management Server

S. No.	Description	Compliance (Yes/No)	If 'yes' give details & support documents & its Reference Page No.
1	The comprehensive solution shall include rack mountable server for call control /Gatekeeper and management		
2	The Call Control/ Gatekeeper must support H.264 AVC/H.264 SVC ITU-T protocol recommendations, including all functions of Gatekeeper/call control server.		
3	The Gatekeeper/Call Control must support registration of all desktop & conference endpoints through username and password or via unique number, name, alias, E.164 ID using SIP & H.323.		
4	The Gatekeeper/Call control must support fully Web-based access for management administration and configuration of registered users.		
5	The Gatekeeper/Call control must support bandwidth management by creating groups of different registered users.		
6	The Gatekeeper/Call control should be able to support up to 280 concurrent calls.		
7	The Gatekeeper/Call Control & Management server must be supplied with (1+1) High availability redundant server.		
8	The Gatekeeper/call control must support registered users endpoints to support various authentication rules and policies and restrict access based on administrator		

	privileges.		
9	The Gatekeeper / call control must support Direct Call Setup		
10	The Gatekeeper / call control must support control and monitoring of active conference.		
11	The Gatekeeper / call control must support option to generate logs for support activities.		
12	The Gatekeeper/Call Control must support SNMP notifications		
13	The Gatekeeper / call control must support load balancing between multiple MCUs registered to it.		
14	The Management server internal or external to Call control/Gatekeeper should be able to register 5000 + users from day one. In case of external server it should be supplied with Gatekeeper/Call control		
15	The conference scheduling application must support resources and attendee availability check and conflict notifications.		
16	The management server must support personalized virtual conference/meeting rooms. Virtual rooms can be protected by conference PIN and moderator PIN so that before the moderator enters, participants are placed in a waiting room.		
17	The management application must provide the VC admin with the ability to limit the maximum number of participants per virtual room in order to have full control on the MCU ports resource allocation.		
18	Central directory in management server, which can be seen by individual, room system, desktop system and select specific far site system and dial. Also these systems can add these users locally to their address book.		
19	The management application should allow registered users to use default calendaring option for registered users.		
20	The Administrator should be able to centrally control, manage, and deploy the software upgrades for desktop clients.		
21	The management application should support outlook integration for scheduling. Management & Call Control/Gatekeeper should also support LDAP integration.		
22	When the Administrator uploads a new software version to the management server all of the desktop Users should be able to upgrade to it with minimal user intervention		
23	The management application must be able to support a multi-tenant deployment where users and endpoints are provisioned separately per tenant. The application must be able to partition MCU and Gateway resources per tenant.		

24	The management application must support auto attended or scheduled conferences.		
25	The conferencing application must provide the ability to restrict or authorize the recording capabilities to a definite group of users according policies.		
26	The conferencing application must provide an intuitive web based UI to modify and adjust meeting invitation emails.		
27	The users shall be able to share the Conference URL used by the minimum 50 Guests at any point of time, to join the conference and no need for guest to create login credentials.		
28	The Proposed Solution must have integration with Microsoft Outlook or similar email client so that training can be scheduled		
29	The management application should enable generation of CDRs and dashboard for detailed conference reports and parameters like no of conferences, attended participations in each conference including details of guest participants, name of conference, duration with call statistics of conference etc, The reports can be retrieved in tenant/group wise in graphical as well as excel formats & can be exported onto external device.		
30	The scheduling and network management applications must be able to enforce enhanced security features, including strong password, configurable periodical password expiration, configurable session inactivity timeout, configurable user account lockout due to inactivity, configurable user account lockout due to multiple login failures, logging of security events and security access via HTTPS.		

2.3 Firewall Traversal

S. No.	Description	Compliance (Yes/No)	If 'yes' give details & support documents & its Reference Page No.
1	The Firewall Traversal Solution should support ITU standards can be external appliance based server or inbuilt to Call Control Server.		
2	The Firewall Traversal Solution must support connectivity of 280 participants/calls from internet securely on HD 1080p 30fps.		
3	The Firewall Traversal Solution must be based on a secure, hardened operating system and non- windows		
4	The Firewall Traversal Solution must support connectivity both conference room endpoints & desktop clients securely from internet.		

5	When involved in a Firewall Traversal Solution call, all terminal, Gatekeeper, MCU and Gateway features must be supported.		
6	The Firewall Traversal Solution must be centrally selected for supporting AES encryption on the firewall traversal signaling and media path. If selected for AES encryption, the terminals may not implement AES or DES encryption themselves.		
7	The Firewall Traversal Solution must include a minimum of one 10/100/1000 auto-sensing Gigabit Ethernet port for connection in case of external server.		
8	The Firewall Traversal Solution software client must support Access Control Lists, wherein the H.323 / SIP devices to provide Firewall Traversal Solution support for either approved or denied based upon IP address or subnet information.		
9	The Firewall Traversal Solution must support implementation in DMZ zone or call control signaling over definable TCP or UDP ports.		

2.4 Recording and Streaming Solution

S. No.	Description	Compliance (Yes/No)	If 'yes' give details & support documents & its Reference Page No.
1	The system must be able to record all meeting content: video, audio and presentation as may be required		
2	The system must be able to record and playback High definition video and presentation, up to HD 720p.		
3	The system must have a built in content management portal that allows easy user access to all recordings.		
4	The systems should allow for 15 simultaneous recording on HD-720P 30 or more		
5	The management portal must support sort of the recordings by various parameters such as name, ID, duration and recording time.		
6	The recording must support assigning categories/names to recordings for easy lookup.		
7	Recording rights must be able to be defined by the administrator.		
8	<ul style="list-style-type: none"> Everyone can initiate recording 		
9	<ul style="list-style-type: none"> Only meeting moderators can initiate recordings 		
10	<ul style="list-style-type: none"> Guests cannot initiate recordings 		
11	The system must be able to secure the recording via PIN protection.		
12	It must be possible to fast forward, rewind and skip video of recording during playback		

13	Playback must be able to be done on a standard PC & should support Mp4 formats		
14	The end user must be allowed to save the recordings file on a local disk.		
15	The recording server should have minimum 10000 hours of storage through built in or external storage. In case of external storage it should be provided with recording server.		
16	The system should support minimum 250 concurrent users for on demand or live webcast & streaming.		
17	The system should support flexible recording capacity, should support 15 concurrent recording ports on HD 720P 30 or more.		
18	The webcast of audio, video along with H.239 data collaboration via streaming for higher scalability.		

2.5 Professional Video Conferencing End points/ Codec including camera, microphone and speaker

S. No.	Description	Compliance (Yes/No)	If 'yes' give details & support documents & its Reference Page No.
1	Basic ITU standard Endpoint		
2	Specific Features		
3	Video Standards & Protocols (H.323 and SIP umbrella standards for IP-based audio/video)		
4	Shall have ITU-T H.323 ,H.263, H.264 , AVC& H.264 SVC		
5	Support for IP using standards based H.239 and BFCP for presentation sharing.		
	Video Resolutions Standards:		
6	Should have support 1080p, 720p, SD & CIF resolution @ 30 & 60 fps. Should support 16:9 aspect ratio		
7	The VC Room system must support automatic firewall traversal.		
8	The VC Room System must display up to 16 sites in continuous presence layout.		
	Data /Content Resolutions:		
9	Should support full HD content resolution up to 1080p resolution.		
10	HD camera		
12	Support PAL PTZ Camera		
13	1/3" CMOS/CCD Camera		
14	Auto Focus		
15	Full HD 1080p ,16:9 Aspect ratio		

16	10X optical zoom or better		
17	65 deg FOV at min zoom		
18	+/- 90 deg pan range		
19	+15/-25 deg tilt range		
20	Audio codec & Features		
21	G.711, G.722 and HD wide band audio with 20Khz or better		
22	Automatic Gain Control and automatic noise suppression, audio error concealment via Audio input device.		
	Other Features:		
23	Should support up to 6 Mbps for point to point and multipoint calls.		
24	PIP and option to change the video layout for remote and local video		
25	Must also have audio from PC used for content sharing		
26	H.263 & H.264 Video Error Concealment using SVC		
27	Network protocols & Requirements		
28	1x 10/100/1000 interfaces		
29	HTTP, HTTPS, DNS, DHCP, TLS, SRTP, SSL		
30	Support for IPv4 and IPv6		
31	Microphone		
32	A mic pod with an array minimum 2 or higher is required to guarantee an Omni-Directional Pickup		
33	Management : RJ45 maintenance and upgrade and restore via RJ232 / USB		
35	Audio/Video Interfaces : Audio inputs:		
36	1xHD input for connecting main HD camera		
37	1xDVI-I input for connecting PC/Laptop or Doc Camera		
38	1x3.5mm stereo mini (PC Audio)		
39	Audio/Video Interfaces : Audio Outputs:		
	1x 3.5mm / USB/HD Audio		
40	Network interfaces		
41	1 x 10/100/1000 ports, Support for Ipv4 & Ipv6		
42	The Proposed endpoint should be able to connect/interoperable with central infrastructure on HD installed at ERNET Data center. Central infrastructure can be of any make (OEM) supporting ITU standards H.264 AVC/H.264 SVC or H.323. In case any additional server required connecting to central infrastructure it should be supplied along with codec at no additional cost.		

2.6 Computer Server

S. No.	Feature	Description	Compliance (Yes/No)	If 'yes' give details & support documents & its Reference Page No.
1	Processor type	2X Quad Core Processor 2.4 GHz or higher, 10 MB Cache		
	Form Factor	Rack Mountable		
3	Standard Memory	8 GB Standard Memory or higher		
4	Internal Hard Disk Drive	2 X 1TB with 7.2K RPM or higher		
5	Internal Drive Bays	2 SFF drive bays to support SAS and SATA Drives		
6	Optical Drive	8X or higher DVD +/- R/W		
7	Chipset	Latest Compatible Chipset		
8	Graphic Card	Full HD Graphics with Minimum 1 GB video card AMD Radeon / osprey		
9	Network Interface Card	Integrated on board Ethernet Controller 10/100/1000 with PXE support		
10	External I/O ports	Serial -1,VGA- 1, Network RJ-45 -2; USB Port – 4 (2.0 or above), audio ports, HDMi port, Speaker jack, card reader slot		
11	Expansion Slots	2 X 16 PCI Express or better		
12	Compatible Operating Systems	Microsoft Windows Server, Linux		
13	OS	Should be supplied with Licensed Preloaded latest Windows Server (Education version) with Microsoft Security Essential enabled		
14	Monitor	Minimum 17" standard Color TFT/LCD, Same Make as OEM		
15	Keyboard & Mouse	Standard Keyboard & Optical Scroll Mouse with same make		
16	Input Power supply	As per Indian standard with compatible power cable & connectors		
17	Cables	Compatible Ethernet cable		
Note: The above item must be eco friendly and RoHS complied.				

2.7 Ethernet Switch

S. No.	Description	Compliance (Yes/No)	If 'yes' give details & support documents & its Reference Page No.

	Switch Architecture and Performance:		
1	Switch should have 24 X 10/100/1000Base-T auto-sensing ports complying to IEEE 802.3, IEEE 802.3u and 802.3ab standard, supporting half duplex mode, full duplex mode and auto negotiation on each port		
2	Switch should have non-blocking wire-speed architecture.		
3	Switch should support IPv4 and IPv6 from day One		
	Layer 2 Features:		
4	IEEE 802.1Q VLAN tagging with support for minimum 100 active VLANs and 4k VLAN ids		
5	Should support for minimum 16k MAC addresses		
6	Should support Spanning Tree Protocol as per IEEE 802.1d, Multiple Spanning-Tree Protocol as per IEEE 802.1s, Rapid Spanning-Tree Protocol as per IEEE 802.1w		
7	Switch should support IGMP v1/v2/v3 as well as IGMP v1/v2/v3 snooping.		
	Quality of Service (QoS) Features:		
8	Switch should support classification and scheduling as per IEEE 802.1P on all ports.		
9	Switch should support DiffServ as per RFC 2474/RFC 2475.		
10	Switch should support QoS configuration on per switch port basis support four hardware queues per port.		
	Security Features:		
11	Switch should support MAC address based filters / access control lists (ACLs) on all switch ports.		
12	Switch should support Port as well as VLAN based Filters / ACLs.		
13	Switch should support RADIUS / TACACS+ for access restriction and authentication.		
14	Secure Shell (SSH) Protocol, HTTP and DoS protection		
15	Should support DHCP snooping, DHCP Option 82, Dynamic ARP Inspection (DAI)		
16	Management, Easy-to-Use Deployment and Control Features		
17	Switch should have a console port with RS-232 Interface for configuration and diagnostic purposes.		
18	Switch should be SNMP manageable with support for SNMP Version 1, 2 and 3.		
19	Switch should support TELNET and SSH Version-2 for Command Line Management.		
20	Switch should support 4 groups of embedded RMON (history, statistics, alarm and events).		
21	Layer 2 trace route eases troubleshooting by identifying the physical path that a packet takes from source to destination.		
	Standards:		
22	Should be RoHS Compliant.		
23	Should support IEEE 802.1x support.		
24	Should support IEEE 802.3x full duplex on 10BASE-T and 100BASE-TX ports.		
25	Should support IEEE 802.3u 10 BaseT / 100 Base Tx /1000 Base Tx.		

2.8 Professional Desktop

S. No.	Feature	Description	Compliance (Yes/No)	If 'yes' give details & support documents & its Reference Page No.
1	Processor type	Latest Generation dual core processor, 2.4 Ghz. or higher, 3 MB cache		
2	Chipset	Latest Compatible Chipset		
3	Form Factor	Tower type, Small Form Factor / Mini slim		
5	Standard Memory	4 GB Standard Memory or higher		
6	Internal Hard Disk Drive	Minimum 500 GB with 7.2K RPM SATA		
7	Monitor	Minimum 17" Color TFT/LCD, Same Make as OEM		
8	Keyboard & Mouse	Same Make as OEM Multimedia Keyboard and Mouse		
9	Optical Drive	8X or higher DVD +/- R/W		
10	Graphics	Full HD Graphics		
11	Network Interface Card	Integrated on board Ethernet Controller 10/100/1000 with PXE support		
12	Wireless Connectivity	IEEE 802.11 a/b/g/n/ac WLAN, bluetooth		
13	External Stereo Speaker	Plug & Play 3 watt or higher Stereo Speaker, compatible with Windows & Linux operating system with on/off and volume control.		
14	External I/O ports	Serial -1,VGA- 1 Network RJ-45 -1;USB Port – 6 (2.0 or higher), audio ports, HDMI port, Speaker jack,		
15	Expansion Slots	1 X PCI Express or better		
16	Compatible Operating Systems	Microsoft Windows, Linux		
17	OS	Should be supplied with Licensed preloaded latest Windows OS (Education version) with Microsoft Security Essential enabled		
18	Software	Licensed Microsoft Office Professional – (latest) Education version		
19	Input Power supply	As per Indian standard with compatible power cable & connectors		
20	Cables	Compatible Ethernet cable		
21	Warranty	2 Years warranty		

22	Computer Table	Good quality wooden table with finished surface of size: 4 ft L x 2 ft W x 2.5 ft H with iron rode legs & arms. Table should have sliding tray for keyboard & mouse. Provision for CPU & UPS should be separately available in the table.		
Note: The above item must be eco friendly and RoHS complied.				

2.9 Electronic Interactive Board

S. No.	Feature	Description	Compliance (Yes/No)	If 'yes' give details & support documents & its Reference Page No.
1	Technology	Infrared(IR) or better		
2	Active Area Diagonal Size (inches)	Minimum 78 inches diagonal		
3	Aspect Ratio	16:9		
4	Surface of the Board	Ceramic coated scratch resistant surface. The surface should have 100 percent erasability when any specified writing medium is used. It should be possible to fully erase the marking of Whiteboard marker pen on the surface using ethanol.		
5	Pen Tray	Intelligent Pen Tray, for automatic selection of pen color and eraser when the specific colored stylus is picked from the pen tray.		
6	Hot keys	On both sides of the Boards with description of Icons in English and Hindi.		
7	Resolution	30000*30000 or better		
8	Input	Finger and pen		
9	Scan Rate	125 dot/Second or better		
10	Accuracy	2mm or better		
11	Interface	USB		
12	Multi-Touch	Minimum 6 points touch		
13	OS Driver Support	Win 8 (32bit & 64bit), Linux		
14	Operation Temperature	0-40°C		
15	Software Features	Annotation software shall include minimum features like choose, pens, annotate, erase, color, shapes, sizes, text, Edit, fonts, stamp, move, capture, picture, video, save, Rotate, undo, image gallery, print, floating keyboard and Background etc.		

16	Accessories	USB interface cable, pen & pen Holder, Software / Driver for integration with computer, Wall Mounting Kit & Operating manual.		
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2.10 Short Throw Projector

S. No.	Feature	Description	Compliance (Yes/No)	If 'yes' give details & support documents & its Reference Page No.
1	Brightness	3000ANSI Lumens or Better		
2	Contrast Ratio	2000:1		
3	Native Resolution	XGA (1024x 768) or better		
4	Throw	Short Throw		
5	Life	5000 Hrs		
6	Input	HDMI/VGA		
7	Output	VGA		
8	Throw Ratio	0.65 or better		
10	Input Power Supply	As per Indian standard with compatible power cable & connector		
11	Computer Compatibility	As per specifications of Desktop above		
12	Accessories	All device driver and cables for connecting with computer		

2.11 1 KVA online UPS with 30 minutes battery backup

S. No.	Feature	Description	Compliance (Yes/No)	If 'yes' give details & support documents & its Reference Page No.
1	Rating	1 KVA		
2	Technology	IGBT based True Online		
3	Input System	Single Phase & Earth Ground		
4	Input Voltage Range	110-280 VAC (Load Dependent)		
5		100% load @ >176VAC, 80% load @ > 154VAC		
6		70% load @ > 132VAC, 50% load @ > 110VAC		
7	Input	45 Hz - 60 Hz		

	Frequency			
8	Power Factor	>0.97 (over entire range)		
9	Output System	Single Phase & Earth Ground		
10	Rated Voltage	220 / 230 / 240 VAC		
11	Output Frequency	50 Hz +/- 0.2 Hz.		
12	Output Voltage Regulation	1% or lower		
13	THDi	< 3% THD, Non Linear Load		
14	Overload Capacity	Inverter Mode - 105% - 130% to bypass after 1 min.; 150% to bypass after 30 secs.		
15		Battery Mode - 105% - 130% shutdown after 10 secs.; 150% shutdown after 5 secs.		
16	Efficiency	85% or Higher (Battery & Mains Mode)		
17	Crest Factor	3:1 or better		
18	Batteries Voltage	12 V * 3		
19	Battery	Sealed Maintenance Free Batteries		
20	Interface Port(s)	SNMP		
21	LCD Display	Information for Load / Battery / Input / Output and Operating Mode		
22	Audible Alarm	Actively Audible alarm for Utility Failed / Battery Low/ Overload Condition		
23	Noise Level	< 45dB		
24	Operations Temp.	0 – 40 ° C		
25	Relative Humidity	0 ~ 95% Humidity, Non – Condensing		
26	Operating Elevation	3,000 Meters		
27	Certification	ISO 9001 / 14001 / CE / EMC / Safety / RoHS		

2.12 HD Web Camera

S. No.	Feature	Description	Compliance (Yes/No)	If 'yes' give details & support documents & its Reference Page No.
1	Sensor	True Color HD Sensor		
2	Connectivity	USB 2.0 High Speed with minimum 10 feet length or more inbuilt or external USB extender.		
4	Power Input	USB Power / 5V		
5	View Angle	80 degree or more		
6	Resolution	1080p or higher		

7	Aspect Ratio Support	16:9 or higher.		
8	OS Compatibility	Latest version of Windows		
9	Built in Mic.	Twin Mic with Auto-White Balance & eco cancelation		
10	Focus	Focus Free / Auto Focus		
11	Digital Zoom	4x or higher		

2.13 Management Console Laptop

S. No.	Feature	Description	Compliance (Yes/No)	If 'yes' give details & support documents & its Reference Page No.
1	Processor type	Latest Generation Processor with latest version , 2.4 GHz or higher and 6-MB cache		
2	Memory	4 GB DDR3 Memory or higher		
3	Internal Hard Disk Drive	750 GB with 7.2K RPM		
4	Display type & Resolution	14 inch diagonal LED-backlit HD		
5	Keyboard	Spill-resistant keyboard		
6	Optical Drive	8X or higher DVD +/- R/W		
7	Chipset	Latest Compatible Chipset		
8	Graphic Card	Full HD Graphics Inbuilt		
9	Webcam	Integrated HD Webcam		
10	Audio	Dual array digital Microphones with DTS sound, HD audio, Dual speakers		
11	Network Interface Card	Ethernet 10/100/1000 Mbps		
12	Wireless Connectivity	Built in IEEE 802.11 a/b/g/n/ac WLAN & Bluetooth		
13	External I/O ports	VGA- 1 Network RJ-45 -1; USB Port – Minimum 4, audio ports-1, HDMI port-1, Speaker jack-1, Multi card reader slot -1 & Mic Jack-1,		
14	Compatible Operating Systems	Microsoft Windows		
15	OS	Should be supplied with Preloaded latest Windows OS with Microsoft Essential enabled		
16	Battery life	Minimum 4 hours		

17	Input Power Supply	AC 220/240 Volts and 50 Hz with compatible power cable		
18	Carrying Case	Must provide with the Same Brand		
19	Weight	2.2Kg or lesser weight		

2.14 40" Full HD Display Screen

S. No.	Feature	Description	Compliance (Yes/No)	If 'yes' give details & support documents & its Reference Page No.
1	Size	40 inches		
2	Display Resolution	1920 x 1080 Pixels		
3	Screen Type	LCD/ LED		
4	Audio Output	10 + 10 watts		
5	Input Ports	RGB – Mini D-sub 15 PIN x 1 (for connecting PC)		
6		DVI-D In 24 + 1 PIN (for More Laptop)		
7		RS – 232C – D-Sub 9 PIN x 1 (for Programming) Input and Output		
8		HDMI – 2		
9		Ethernet Port		
10	Speaker	Inbuilt Speakers with minimum 10 W x 2		
11	Life	Minimum Life span of 50000 Hrs.		
12	Contrast Ratio	Minimum (Native) 3000 : 1		
13	Aspect Ratio	16: 9		
14	Functions	Auto Power off		
15		Power Saver Mode		
16		The Display should support Various types of mounting accessories & should be provided with suitable mounting kit as per requirement such as: Wall Mount / Ceiling Mount / Floor Stand Kit		
17	Certifications	RoHS Compliant, UL/ IEC, FCC, Energy Star 5.0 or (latest) Certified		

**FINANCIAL BID FOR SUBMISSION OF GROSS TOTAL VALUE FOR ITEMS AS AT
ANNEXURE-I, Sub-Set I**

To,

The Registrar & CPO
ERNET India
Jeevan Parkash Building, 10th floor,
25, KG Marg, CP, New Delhi-110 001

Tender No. _____ Date of Opening

We _____ hereby certify that we are established firm of manufactures/authorized agents of M/s. _____ With factories at _____ which are fitted with modern equipment and where the production methods, quality control and testing of all materials and parts manufactured or used by us are open to inspection by the representative of ERNET India. We hereby confirm that the Prices are quoted in Indian Rupees and indicated both in figures and words. Price in words will prevail, in the event of any mismatch. **Grand Total Value (GTV) of Annexure-I, Sub-set I is :**

Grand Total Value (GTV) (i.e. value of cell marked as 'GTV' of Annexure-III-B (in Rs.))	
(Rupees _____) in words	

We (bidder) hereby undertake and confirm that:

- Prices are F.O.R. at End-user site and include Installation, Fixing, Octroi and other such Govt. Levies wherever applicable. Payment will be subject to deduction of TDS and/or WCT.
- Prices are inclusive of Customs / Excise Duty.
- All items quoted in Annexure-III-B are inclusive of all necessary accessories and softwares charges.
- Price schedule (as per the format of annexure – III-B) for item wise detailed break-up is being submitted in a separate sealed cover and will only be opened if above quoted GTV is found to be lowest (L1).
- In case of any mismatch between the 'GTV' quoted by lowest bidder at annexure III-A & III-B, the lowest of either will prevail.
- All the equipment and components quoted in Annexure-III-B have two years comprehensive warranty. The comprehensive warranty includes on- site warranty with parts/spares.
- All the prices are quoted in the format as above provided by ERNET India failing which the bid will be rejected out rightly. Also any conditional Price Bid will be rejected.
- It is hereby confirmed that we have understood the terms and conditions of the tender and have thoroughly examined specifications and are thoroughly aware of the nature of goods required and our offer is to supply goods strictly in accordance with the requirement and terms and conditions of the tender. We agree to abide by the terms and conditions of the tender if the contract is awarded to us.
- We hereby offer to supply the goods specified in Annexure-III-B or such portion thereof as you may specify in the purchase order at the price quoted/ accepted and agree to hold this offer open for acceptance for a period of 180 days from the date of opening of bid.

10. Bid security common for both the subsets for an amount equal to Rs. 1,40,00,000/- is enclosed in the form of Bank Draft/Pay Order/ Bank Guarantee.

(Signature and seal of Manufacturer/Bidder)

Dated _____ 2015

ERPNVEET

PRICE SCHEDULE FOR ITEMS AS AT ANNEXURE-I, Sub-Set I

To,

The Registrar & CPO
ERNET India
Jeevan Parkash Building, 10th floor,
25, KG Marg, CP, New Delhi-110 001

Tender No. _____ Date of Opening

We _____ hereby certify that we are established firm of manufactures/authorized agents of M/s. _____ With factories at _____ which are fitted with modern equipment and where the production methods, quality control and testing of all materials and parts manufactured or used by us are open to inspection by the representative of ERNET India. We hereby offer to supply the following items at the prices and within the period indicated below:

S. No.	Item Description as per Annexure-I, Sub-Set I	Qty	Unit price (In INR) (A)	Rate of Sales / Services Tax (B)	Amount of Sales Tax (C)	Amount of Service Tax (D)	Total unit price (In INR) (A+C+D)	Total Price (In INR) 9 =3X8
1	2	3	4	5	6	7	8	9
1								
2								
3								
.								
.								
Grand Total Value (GTV) in Rs. (in figures)								
Grand Total Value (GTV) in Rs. (in words)								

We (bidder) hereby undertake and confirm that:

- Prices are F.O.R. at End-user site and include Installation, Fixing, Octroi and other such Govt. Levies wherever applicable. Payment will be subject to deduction of TDS and/or WCT.
- Unit Prices are inclusive of Customs / Excise Duty.
- All items are quoted alongwith necessary accessories and softwares.
- In case of any mismatch between the 'GTV' quoted by lowest bidder at annexure III-A & III-B, the lowest of either will prevail. Also, in such a case (if so required) the item wise total will be reduced in the same ratio proportion as off reduction in GTV.
- All the equipment and components quoted, have two years comprehensive warranty. The comprehensive warranty includes on- site warranty with parts/spares.
- The quotation has been submitted for all items strictly as per the specifications and been given compliance in this regard.

7. There are No deviations in the specifications as asked in the tender.
8. During warranty and AMC services will be provided directly to ERNET India and/or its customers at sites.
9. The support services for all the items will be available for 24 Hrs a day, 7 days a week.
10. All the prices are quoted in the format as above provided by ERNET India failing which the bid will be rejected out rightly. Also any conditional Price Bid will be rejected.
11. It is hereby confirmed that we have understood the terms and conditions of the tender and have thoroughly examined specifications and are thoroughly aware of the nature of goods required and our offer is to supply goods strictly in accordance with the requirement and terms and conditions of the tender. We agree to abide by the terms and conditions of the tender if the contract is awarded to us.
12. We hereby offer to supply the goods detailed above or such portion thereof as you specify in the purchase order at the price quoted/ accepted and agree to hold this offer open for acceptance for a period of 180 days from the date of opening of bid.
13. Bid security common for both the subsets for an amount equal to Rs. 1,40,00,000/- is enclosed in the form of Bank Draft/Pay Order/ Bank Guarantee.

(Signature and seal of Manufacturer/Bidder)

Dated _____ 2015

**FINANCIAL BID FOR SUBMISSION OF GROSS TOTAL VALUE FOR ITEMS AS AT
ANNEXURE-I, Sub-Set II**

To,

The Registrar & CPO
ERNET India
Jeevan Parkash Building, 10th floor,
25, KG Marg, CP, New Delhi-110 001

Tender No. _____ Date of Opening

We _____ hereby certify that we are established firm of manufactures/authorized agents of M/s. _____ With factories at _____ which are fitted with modern equipment and where the production methods, quality control and testing of all materials and parts manufactured or used by us are open to inspection by the representative of ERNET India. We hereby confirm that the Prices are quoted in Indian Rupees and indicated both in figures and words. Price in words will prevail, in the event of any mismatch. **Grand Total Value (GTV) of Annexure-I, Sub-set II is :**

Grand Total Value (GTV) (i.e. value of cell marked as 'GTV' of Annexure-IV-B (in Rs.)	
(Rupees _____) in words	

We (bidder) hereby undertake and confirm that:

- Prices are F.O.R. at End-user site and include Installation, Fixing, Octroi and other such Govt. Levies wherever applicable. Payment will be subject to deduction of TDS and/or WCT.
- Prices are inclusive of Customs / Excise Duty.
- All items quoted in Annexure-IV-B are inclusive of all necessary accessories and softwares charges.
- Price schedule (as per the format of annexure – IV-B) for item wise detailed break-up is being submitted in a separate sealed cover and will only be opened if above quoted GTV is found to be lowest (L1).
- In case of any mismatch between the 'GTV' quoted by lowest bidder at annexure IV-A & IV-B, the lowest of either will prevail.
- All the equipment and components quoted in Annexure-IV-B have two years comprehensive warranty. The comprehensive warranty includes on- site warranty with parts/spares.
- All the prices are quoted in the format as above provided by ERNET India failing which the bid will be rejected out rightly. Also any conditional Price Bid will be rejected.
- It is hereby confirmed that we have understood the terms and conditions of the tender and have thoroughly examined specifications and are thoroughly aware of the nature of goods required and our offer is to supply goods strictly in accordance with the requirement and terms and conditions of the tender. We agree to abide by the terms and conditions of the tender if the contract is awarded to us.

9. We hereby offer to supply the goods specified in Annexure-IV-B or such portion thereof as you may specify in the purchase order at the price quoted/ accepted and agree to hold this offer open for acceptance for a period of 180 days from the date of opening of bid.
10. Bid security common for both the subsets for an amount equal to Rs. 1,40,00,000/- is enclosed in the form of Bank Draft/Pay Order/ Bank Guarantee.

(Signature and seal of Manufacturer/Bidder)

Dated _____ 2015

ERNEST

PRICE SCHEDULE FOR ITEMS AS AT ANNEXURE-I, Sub-Set II

To,

The Registrar & CPO
ERNET India
Jeevan Parkash Building, 10th floor,
25, KG Marg, CP, New Delhi-110 001

Tender No. _____ Date of Opening

We _____ hereby certify that we are established firm of manufactures/authorized agents of M/s. _____ With factories at _____ which are fitted with modern equipment and where the production methods, quality control and testing of all materials and parts manufactured or used by us are open to inspection by the representative of ERNET India. We hereby offer to supply the following items at the prices and within the period indicated below:

S. No.	Item Description as per Annexure-I, Sub-Set II	Qty	Unit price in INR (A)	Rate of Sales / Services Tax (B)	Amount of Sales Tax (C)	Amount of Service Tax (D)	Total unit price in INR (A+C+D)	Total Price In INR(9=3X8)
1	2	3	4	5	6	7	8	9
1								
2								
3								
.								
.								
Grand Total Value (GTV) in Rs. (in figures)								
Grand Total Value (GTV) in Rs. (in words)								

We (bidder) hereby undertake and confirm that:

- Prices are F.O.R. at End-user site and include Installation, Fixing, Octroi and other such Govt. Levies wherever applicable. Payment will be subject to deduction of TDS and/or WCT.
- Unit Prices are inclusive of Customs / Excise Duty.
- All items are quoted alongwith necessary accessories and softwares.
- In case of any mismatch between the 'GTV' quoted by lowest bidder at annexure III-A & III-B, the lowest of either will prevail. Also, in such a case (if so required) the item wise total will be reduced in the same ratio proportion as off reduction in GTV.
- All the equipment and components quoted, have two years comprehensive warranty. The comprehensive warranty includes on- site warranty with parts/spares.
- The quotation has been submitted for all items strictly as per the specifications and been given compliance in this regard.
- There are No deviations in the specifications as asked in the tender.
- During warranty and AMC services will be provided directly to ERNET India and/or its customers at sites.
- The support services for all the items will be available for 24 Hrs a day, 7 days a week.

10. All the prices are quoted in the format as above provided by ERNET India failing which the bid will be rejected out rightly. Also any conditional Price Bid will be rejected.
11. It is hereby confirmed that we have understood the terms and conditions of the tender and have thoroughly examined specifications and are thoroughly aware of the nature of goods required and our offer is to supply goods strictly in accordance with the requirement and terms and conditions of the tender. We agree to abide by the terms and conditions of the tender if the contract is awarded to us.
12. We hereby offer to supply the goods detailed above or such portion thereof as you specify in the purchase order at the price quoted and agree to hold this offer open for acceptance for a period of 180 days from the date of opening of bid.
13. Bid security common for both the subsets for an amount equal to Rs. 1,40,00,000.- is enclosed in the form of Bank Draft/Pay Order/ Bank Guarantee.

(Signature and seal of Manufacturer/Bidder)

Dated _____ 2015

ERNET

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

(To be stamped in accordance with stamp Act)

(The non-judicial stamp paper should be in the name of issuing Bank)

B.G. NO. _____
Date of issue _____
Amount (Rs.) _____
Valid upto _____
Claim Amount upto _____

To,

ERNET India
Jeevan Parkash Building, 10th floor,
25, KG Marg, New Delhi-110 001

Dear Sirs,

In consideration of the ERNET India, Department of Electronics & Information Technology Ministry of Communications & Information Technology (hereinafter referred as the '**Owner**', which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s. _____ (name, constitution and address) (herein referred to as the '**Contractor**', which expression shall unless repugnant to the context of meaning thereof, include its successors, administrator, executors and assigns) a Purchase Order No. _____ dated _____ valued at _____ (hereinafter referred to as Contract) and the Contractor having agreed to provide a Bank Guranatee towards Performance of the entire Contract equivalent to Rs. _____ (amount of BG) (i.e. ____ per cent of the said value of the Contract) to the Owner.

We _____ (name of the Bank) having its Registered Office at _____ and Corporate/Head Office at _____ (hereinafter referred to as the '**Bank**', which expression shall, unless repugnant to the context or meaning thereof, include the successors, administrators, executors and assigns) do hereby guarantee and undertake to pay at any time up to _____ (day/month/year including claim period) an amount not exceeding Rs. _____, within ten (10) calendar days from the date of receipt by us on first written demand by Owner; through hand delivery or registered A.D. Post or by speed post or by courier, stating that "Contractor" has failed to perform its obligations under the Contract. Aforesaid payment will be made without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the owner the Bank shall be conclusive and binding notwithstanding any difference between the Owner and Contractor or any dispute pending before any court, tribunal or any authority.

The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee. The owner shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course of or remedy or security available to the Owner. The Bank shall not be relieved of its obligations under these presents by any exercise by the owner or by any other matters or thing whatsoever which under law would, but for this provision, have the affect of relieving the Bank. The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Owner may have in relation to the Contractors liabilities.

This Guarantee can be invoked in one or more trenches and in such a case Owner will not be required to submit the original Guarantee along with submission of claim.

Notwithstanding anything mentioned herein above our liability under this guarantee is restricted to Rs. _____ and it shall remain in force up to and including _____ shall be extended from time to time for such period as may be desired by the Contractor on whose behalf this guarantee has been issued.

WITNESS

BANK

Signature _____

Signature _____

Name _____

Name _____
(Bank's Rubber Stamp)

Seal, name & address of the Bank and address of the Branch

Designation with Bank Stamp

Attorney as per Power of Attorney No. _____

Date: _____

Place :

MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD

(To be stamped in accordance with stamp Act)

(The non-judicial stamp paper should be in the name of issuing Bank)

B.G. NO. _____
Date of issue _____
Amount (Rs.) _____
Valid upto _____
Claim Amount upto _____

To,

ERNET India
Jeevan Parkash Building, 10th floor,
25, KG Marg, New Delhi-110 001

In consideration of the ERNET India, Department of Electronics & Information Technology Ministry of Communications & Information Technology (hereinafter referred as the ‘**Owner**’, which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having issued a tender no. _____ dated _____ and M/s. _____ (name, constitution and address) (herein referred to as the **Bidder**, which expression shall unless repugnant to the context of meaning thereof, include its successors, administrator, executors and assigns) having made a Bid for the above-mentioned tender and the **Bidder** have agreed to give Earnest Money Deposit of Rs. _____ to abide with the below mentioned condition of the tender :

- (1) If the **Bidder** withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of bid.
- (2) If the **Bidder** having been notified of the acceptance of his bid by the Owner during the period of its validity:-
 - a) If the **Bidder** fails to furnish the Performance Security for the due performance of the contract.
 - b) Fails or refuses to accept/execute the contract.

We _____ (name of the Bank) having our Registered Office at _____ and Corporate/Head Office at _____ (hereinafter referred to as the ‘**Bank**’, which expression shall, unless repugnant to the context or meaning thereof, include the successors, administrators, executors and assigns) do hereby guarantee and undertake to pay at any time up to _____ (day/month/year including claim period) an amount of Rs. _____; to the Owner, within ten (10) calendar days from the date of receipt by us of your first written demand through hand delivery or registered A.D. Post or by speed post or by courier, stating that “**Bidder**” has failed to perform its obligations under the Tender. Aforesaid Payment will be made without any demur, reservation, contest, recourse or protest and/or without any reference to the **Bidder**. Any such demand made by the Owner to the Bank shall be conclusive and binding notwithstanding any difference between the Owner and Bidder or any dispute pending before any court, tribunal or any authority.

The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee. The owner shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the **Bidder**, and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Tender between the Owner and the **Bidder** or any other course of or remedy or security available to the Owner.

The Bank shall not be relieved of its obligations under these presents by any exercise by the owner or by any other matters or thing whatsoever which under law would, but for this provision, have the affect of relieving the Bank. The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the **Bidder** and notwithstanding any security or other guarantee that the Owner may have in relation to the **Bidder's** liabilities.

Notwithstanding anything mentioned herein above our liability under this guarantee is restricted to Rs. _____ and it shall remain in force up to and including _____ shall be extended from time to time for such period as may be desired by the **Bidder** on whose behalf this guarantee has been issued.

WITNESS

BANK

Signature _____

Signature _____

Name _____

Name _____
(Bank's Rubber Stamp)

Seal, name & address of the Bank and address of the Branch

Designation with Bank Stamp

Attorney as per Power of Attorney No. _____

Date: _____

Place :

Preferential Market Access(PMA) AFFIDAVIT

Format for affidavit of self certification regarding domestic value addition in an electronic product, to be provided on Rs. 100/- stamp paper

Date:

I S/o, D/o, W/o

, resident of

do hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government of India issued via notification no. 8(78)/2010-IPHW dated 10-02-2012, and the subsequent revision to the policy issued via notification no. 33(3)/2013-IPHW dated 23-12-2013.

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring authority or any authority so nominated by the Department of Electronics and Information Technology, Government of India, for the purpose of assessing the Domestic Value Addition.

That the domestic value addition for all inputs which constitute the said electronic product has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value addition norms, based on the assessment of an authority so nominated by the Department of Electronics Information Technology, Government of India for the purpose of assessing the domestic value addition, I will be disqualified from any Government tender for a period of 36 months. In addition, I will bear all costs of such an assessment.

That I have complied with all conditions referred to in the notification no., wherein preference to domestically manufactured electronic products in government procurement is provided and that the procuring authority is hereby authorized to forfeit and adjust my EMD and other security amount towards such assessment cost and I undertake to pay the balance, if any, forthwith.

I agree to maintain the following information in the company's record for a period of 8 years and shall make this available for verification to any statutory authorities:

i. Name and details of the domestic manufacturer (Registered office, manufacturing unit location, nature of legal entity)

ii. Date on which this certificate is issued

iii. Electronic product for which the certificate has been produced

iv. Procuring agency to whom the certificate is furnished

v. Percentage of domestic value addition claimed

vi. Name and contact details of the unit of the manufacturer

vii. Sale price of the product

viii. Ex-factory price of the product

ix. Freight, insurance and handling

x. Total bill of material

xi. List and total cost value of inputs used for manufacture of the electronic product.

xii. List and total cost of inputs which are domestically sourced. Please attach certificate from suppliers if the input is not in-house.

xiii. List and cost of inputs which are imported, directly or indirectly.

For and on behalf of (Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Directors)

<Insert Name, Designation and Contact No.>