

**ERNET India**

(An Autonomous Scientific Society under Department of Electronics and Information Technology, GoI)  
5th Floor, Block – I, A Wing,  
DMRC IT Park, Shastri Park,  
Delhi-110053  
(Tele: +91 11 22170596)

Tender No. EI-D/SP&IoT/01-004/2016

Dated: 14.10.2016

Due Date: 08.11.2016 & Time: 3:00 PM

Opening of Bids: 08.11.2016 & Time: 3:30 PM

To

**Subject: Invitation of Bids for Supply, Installation & Integration of Microphones with 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 & Integration 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.5000/- drawn in favour of “ERNET India”, New Delhi from **Shri R. P. Pandey, Asstt. Director(Tech), 5th Floor, Block – I, A Wing, DMRC IT Park, Shastri Park, Delhi-110053** as per the schedule detailed below:

1	Issue/ Sale of Tender Document	:	14.10.16 to 26.10.16 (between 11:00 AM to 4:00 PM)
2	Receipt of Queries		Up to 27.10.16 by 11:00 AM ( <b>Queries after above date will not be entertained in any circumstances</b> )
3	Pre-bid meeting	:	28.10.16 (03:00 PM onwards) at ERNET India, 5th Floor, Block – I, A Wing, DMRC IT Park, Shastri Park, Delhi-110053
4	Response to Queries		By 07.11.16 (on CPP Portal/ERNET India Website only)
5	Receipt of Bids	:	<b>Upto 11.11.16 by 3:00 PM</b> at ERNET India, 5th Floor, Block – I, A Wing, DMRC IT Park, Shastri Park, Delhi-110053
6	Opening of Bids	:	11.11.16 (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. 5,000/- 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

ERNET India is of Setting up of smart virtual class room facilities in 3500 Govt. owned / controlled schools plus 50 DIET locations 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 learning technology, such as computers, electronic white boards, projectors, specialized software, interactive audio-video systems, etc.

To enable the above, ERNET India felt a need to integrate a professional series Handheld & collar Microphones at all 3500 schools & 50 DIETs respectively. The proposed microphones are supposed to be integrated with the existing ICT infrastructure supplied in the project i.e HD video conferencing system Desktop computers.

## 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 5years 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. 2 Cr. or Two similar projects of value not less than Rs. 1 Cr. each or Three similar projects of value not less than 75 lakhs each.

**Definition of similar work/ project: Supply, Installation & Commissioning of ICT infrastructure project including audio / video equipment executed in last five financial years in India.**

- v) The bidder may be asked to present about and demonstrate the offered product(s) at a short notice of 03 days during the technical evaluation. An undertaking confirming the same should be submitted in this respect.
- vi) 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.
- vii) The bidder should have an average of three years annual turnover of Rs. 10 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 2012-13, 2013-14 and 2014-15 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.

- viii) 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.
- ix) The bidder should have an office in the Delhi state/ NCR with regional support centers across all 07 project states. Supporting documentary proof along with address & contact details should be enclosed.
- x) 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.
- xi) The offered Mic, driver softwares & components should support seamless inter-operability among them and with the smart classroom equipment, softwares & components already installed at the project site based on WPC/DoT/ITU/IEEE standards, wherever applicable. An undertaking to this effect should be submitted by the bidder.
- xii) 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 to provide quick service and technical support. The OEM shall also have own physical / web based technical Assistance centre manned with technical staff. Relevant documentary proof should be submitted.
- ii) In order to ensure proven-ness of the offered equipments, OEM(s) of collar microphones and handheld microphones being quoted/offered in the tender should have a cumulative installation base of 500 & 5000 quantities of each equipment by respective OEMs in last 3 years in India. Relevant documentary proof should be submitted.
- iii) Keeping in view the project requirements and SLA adherence of the project by the bidder / system integrator, OEM(s) must have local logistics support in every project state and adequate spares for the equipment supplied. This is to ensure immediate delivery of spares parts. OEM has to submit a self declaration through their authorized signatory stating that their organization has the arrangement for local logistics support in every project state and also have adequate spares for equipment supplied.

**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 without any correspondence. 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 clarifications on the already submitted documents and thereby take into account any additional clarification document.**

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 FOR FURTHER EVALUATION.**

## 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. **The second cover (of price bid) super-subscribing “COVER FOR PRICE BID” consist of item wise price break-up as per the format available at Annexure – II. It is mandatory to quote for all the item as per Annexure I. 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 & Integration of Microphones with 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 & Integration of Microphones with ICT Infrastructure for Virtual Classrooms Teaching– reg”**  
**“Tender Enquiry No. : EI-D/SP&IoT/01-004/2016**  
**“Due Date & Time for Bids submission: 11.11.2016 at 3.00 P.M.”**  
**“Due Date & Time for Opening of Bids: 11.11.2016 at 3.30 P.M.**
- v) The Bids must reach the undersigned on or before the due date, i.e., **on 11.11.2016 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-II. 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 the format of price bid at annexure - II.

- 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-II. Registration no. towards the all applicable taxes as shown in the annexure II should be provided and made part of technical bid. Bidder(s) has to quote the prices inclusive of Installation, Fixing, insurance, Octroi and other such Govt taxes. However, taxes like service tax/ sales tax for which the rate of tax has been asked in the price schedule of RFP will be paid as per actual at the time of delivery. In case of change in Tax Regime due to introduction of proposed GST; vendor will not be put in any beneficial situation as compared to that of present Tax Regime. In such a scenario ERNET has the right to ask for submission of proof of deposition of Tax claimed in the invoices before its reimbursement is made.
- 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 accepted, **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/integration 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 in the project.
- xiii) The bidder must quote for all the items as mentioned in the Annexure-I. The bids not quoting all the items of Annexure-I will be summarily rejected. ERNET India reserves the right to vary (i.e. decreased or increased and/or drop) the Quantities of any item 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 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 without any correspondence. However bidder(s) may seek any clarification if required before submission of bid, 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. 5,00,000/- (Rupees Five 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 for a minimum period of 225 days from the final last date of bid submission & **be submitted in compliance with the clause no. 25 (xiv).** The Performa for bid submission of BG is enclosed at annexure – III B. Bids received without Earnest Money Deposit or not confirming to the above and /or with short period of validity 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 of requisite amount & validity. 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 Collar Microphones at DIET Locations**

- a) 85 % (Eighty-Five percent) payment of the value of delivered items after deducting all penalties (if any) shall be made by ERNET India on completion of 100% delivery, installation, integration & acceptance of collar Microphones at designated project sites and submission of proof of delivery & acceptance along with invoices in triplicate. The vendor has also an option to claim 100% payment at this stage through submission of bank guarantee (BG) valid for 27 months and equivalent to 15 % of the value of delivered items to cover the warranty period of 2 years from the date of last acceptance.
- b) Balance 15% percent (In case not opted for 100% payment at above stage) payment of the value of purchase order after deducting all penalties (if any) would be released in 4 equal installments on half yearly basis during the warranty period (2 years) upon successful completion of every 6 months.

**For Handheld Microphones at School Locations**

- a) First 40% (Fourty percent) payment of the value of purchase order after deducting all penalties (if any) shall be made by ERNET India on completion of 50% delivery, installation, integration & acceptance of Handheld Microphones at designated project sites and submission of proof of delivery & acceptance along with invoices in triplicate.
- 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 completion of 80% delivery, installation, integration & acceptance of Handheld Microphones at designated project sites and submission of proof of delivery & acceptance along with invoices in triplicate.
- c) Further 15% (Fifteen percent) payment of the value of purchase order after deducting all penalties (if any) shall be made by ERNET India on completion of 100% delivery, installation, integration & acceptance of Handheld Microphones at designated project sites and submission of proof of delivery & acceptance along with invoices in triplicate. The vendor has also an option to claim 100% payment at this stage through submission of bank guarantee (BG) valid for 27 months and equivalent to 15 % of the value of delivered items to cover the warranty period of 2 years from the date of last acceptance.
- d) Balance 15% percent (In case not opted for 100% payment at above stage) payment of the value of purchase order after deducting all penalties (if any) would be released in 4 equal installments on half yearly basis during the warranty period (2 years) upon successful completion of every 6 months.

**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.

**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 / replacement of lithium batteries (if so required based on the measurement of minimum back-up time period asked in the RFP). The defects, if any shall be attended to on immediate basis. The comprehensive warranty shall begin from the date of acceptance of equipment by ERNET at respective site for a period of two years. 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/ replacement of lithium batteries (if so required based on the measurement of minimum back-up time period asked in the RFP). 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. Award of AMC order will be at the discretion of ERNET India or its user(s), however bidder have no right to claim or refuse to accept the AMC order. Any deviation to the above will be treated as breach of contract and accordingly ERNET may take suitable necessary action as per terms of tender.
- iii) Payments for yearly AMC (if awarded) will be released after deducting all penalties (if any) in 2 equal installments on half yearly basis over the period of AMC support upon successful completion of every 6 months.

**16. SERVICE LEVEL AGREEMENT (SLA)**

- i) After integration & acceptance, during warranty & AMC, the vendor(s) shall be responsible for minimum uptime of 98% on 24x7 basis of the equipment as a whole and shall enter into a SLA for this purpose. The uptime will be calculated over a period of six (06) 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 terms 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 lithium battery backup time will be treated as downtime of the system as a whole and attract SLA penalties. Vendor will only be responsible for failure of any equipment / degradation of equipment performance supplied and installed by vendor itself.

**17. PENALTY CLAUSE FOR NON CONFORMANCE TO ABOVE SLA**

- i) ERNET India may deduct Rs. 500/- 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 6

hours 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 20 days from the time of reporting of fault, the performance security/BG 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 12 months from the date of acceptance of purchase order with additional claim period of 30 days from the date of expiry of BG and **must be submitted in compliance with the clause no. 25 (xiv)**. BG should be extendable for 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, integration, testing and acceptance of the ordered systems/items 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 work of delivery, installation, integration & acceptance of the ordered items at respective sites and recovering the penalties, if any. No interest will be payable by ERNET India on the Performance Security. Non submission of performance security as per above schedule may lead to cancellation of work order in addition to applicable terms at clause no. 13. Also any payment due on ERNET w.r.t work done by the bidder till such date will be forfeited.

## 19. **DELIVERY AND INSTALLATION PERIOD**

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

### **For Collar Microphones at DIET Locations:**

- a) Completion of 100% (percent) of the ordered quantity i.e 50 Nos. of collar microphones should be delivered, installed, integrated & accepted at designated project sites i.e DIETs within 8 weeks from the date of placement of the purchase order for specified sites.

### **For Handheld Microphones at School Locations:**

- a) Completion of 10% (percent) of the ordered quantity i.e 350 Nos. of handheld microphones should be delivered, installed, integrated & accepted at designated project sites i.e Schools within 8 weeks from the date of placement of the purchase order for specified sites.
- b) Completion of 30% (percent) of the ordered quantity i.e 1050 Nos. of handheld microphones should be delivered, installed, integrated & accepted at designated project sites i.e Schools within 14 weeks from the date of placement of the purchase order for specified sites.
- c) Completion of 50% (percent) of the ordered quantity i.e 1750 of handheld microphones should be delivered, installed, integrated & accepted at designated project sites i.e Schools within 18 weeks from the date of placement of the purchase order for specified sites.

- d) Completion of 70% (percent) of the ordered quantity i.e 2450 of handheld microphones should be delivered, installed, integrated & accepted at designated project sites i.e Schools within 22 weeks from the date of placement of the purchase order for specified sites.
  - e) Completion of 100% (percent) of the ordered quantity i.e 3500 of handheld microphones should be delivered, installed, integrated & accepted at designated project sites i.e Schools within 26 weeks from the date of placement of the purchase order for specified sites.
  - f) To achieve timely delivery/ integration the vendor have to work in close coordination with the ERNET's vendor responsible for setting up of Smart Classroom infra (Details to be provided by ERNET along with award of work to successful bidder). However, if vendor of Smart Classroom infra fails to timely complete the site for integration and testing with the equipment supplied under this contract, 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.
- ii) The vendor should also be responsible to complete all integration activities (in coordination with other vendor in any set of delivered sites within the above time limits in the process of achieving specified architecture for running of smart virtual classes. Any delay by the vendor in the performance of delivery, installation, integration, testing and acceptance of items shall render the vendor 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. All aspects of safe delivery shall be the exclusive responsibility of the successful vendor.

20. **LIQUIDATED DAMAGES (LD)**

- i) In the event of the vendor's failure to complete the delivery, installation, integration, testing and acceptance of the ordered equipments/component 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-delivered / non-operational items per week or a part of a week subject to a maximum of 14% (but not exceeding 10% of the total PO value). The amount towards Liquidated Damage would be recovered from the performance security as required vide para 18 above or the amounts due to vendor. The LD will be imposed only in case the delay is on part of the vendor. No, LD will be imposed if the designated site is not ready for delivery / installation.
- ii) In case the cumulative delay is beyond 10 weeks during the delivery / installation period i.e 26 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 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.

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 end customers. ERNET India may place any short order / part order in multiples as per project requirement.
- ii) In the event of a 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.
- iii) 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 successful bidder with respect to the product with the old name shall be passed on along with the product so renamed.
- iv) If any product which is declared end of life product by OEM before the delivery of equipments, in this case the vendor should supply replaced model or next higher model/version of the product without additional cost.
- v) In case, vendor 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 concerned for at least three years, for further dealings with ERNET India and also may initiate legal action as per rules/laws applicable.
- vi) ERNET India may, at any time, terminate the purchase order by giving written notice to the selected bidder / 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.
- vii) The vendor 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 of vendor.
- viii) 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.
- ix) The work order for AMC may be awarded based on the project requirements and after the end of warranty period.

- x) If L1 bidder refuses to accept the work order within 07 days and/or fail to furnish the PBG within the stipulated time from the date of issue of work order from ERNET India, the offer may be withdrawn and bidder's EMD may 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 stand cancelled.
- xi) 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.
- xii) The Bill of Material as in Annexure-I has been prepared as based on the ERNET's understanding of the solution requirement. 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.
- xiii) 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.
- xiv) In view of guidelines issued from ministry of finance, it is mandatory that all the Bank Guarantees submitted under this tender must be routed through Structured Financial Messaging System (SFMS) from issuing Bank to our Bank by sending IFN 760 COV Bank Guarantee Advice Message. Thereafter only physical Bank Guarantee will be acted upon. Our bank details for this purpose are: -

1.	Beneficiary Name & Address	ERNET India 5 <sup>th</sup> Floor, Block I A Wing <b>DMRC IT Park, Shastrri Park, Delhi-110053</b>
2.	Bank Name	Bank of India
3	Bank Branch & Address	Electronics Niketan 6 CGO complex New Delhi – 110003
4	Beneficiary Account No	604810100002033
5	IFSC code	BKID0006048

## 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 criteria will be considered for further evaluation.

- iv) A duly constituted Technical Evaluation Committee (TEC) will shortlist Technical Bids on the basis of technical solution, 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).
- vi) Based on the recommendations of CEC and further approval of competent authority in ERNET, the work order for the required quantity will issued in favour of successful bidder. The successful bidder has to submit the PBG in accordance to the terms specified in this tender. Failing to the same 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.

## 27. **SCOPE OF WORK**

- i) The successful bidder has to supply, install, integrate and perform the acceptance testing of the ordered equipment in closed coordination with the officials of ERNET India/ end user at designated project sites.
- ii) The successful bidder shall deliver and implement the system in conjunction with a set of best practices guidelines & industry standards for delivery of classes through virtual classroom.
- iii) The successful bidder will ensure smooth integration of the offered equipment with the existing equipment installed at sites.
- iv) The successful bidder will provide user manual to end-users detailing operations of the equipment and on-site user level training at the time of installation.
- v) The successful bidder has to ensure that during the execution of the project they do not damage or disrupt the existing classroom teaching infra and structure / services under and above the ground.
- vi) The successful bidder has to comply with the standard government guidelines / policy for such installation and non-disclosure requirements.
- vii) The successful bidder 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.
- viii) The successful bidder will be liable for any hardware and software up-gradation for maintenance without any extra cost during warranty period.

28. **INDEMNITY**

The successful bidder 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) and/or submit the PBG within the stipulated time.
- 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.
- 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 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, if the bidder becomes bankrupt or otherwise insolvent.

### 31. **ARBITRATION**

- i) In case any dispute or difference arises out of or in connection with or the carrying out of works (whether during the progress of the works or after their completion & whether before or after the termination, abandonments or breach of contract) except as any of the accepted matters, provided hereunder, the parties hereto, shall first endeavor to settle such disputes of differences amicably.
- ii) If both the parties fail to reach such amicable settlement, then either party (The Purchaser or Bidder) may (within 20 days of such failure) give a written notice to the other party requiring that all matter in dispute or difference be arbitrated upon. Such written notice shall specify the matters of dispute or difference of which such written notice has been given.
- iii) Provisions of Indian Arbitration & Conciliations Act, 1996 or any statutory modification or reenactment thereof and rules framed there under from time to time shall apply to such arbitration.
- iv) Venue of arbitration shall be New Delhi.
- v) Any dispute or difference whatsoever raising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity to the breach thereof shall be settled by the arbitration in accordance with the rules of arbitration of the Indian council of arbitration and the award made in pursuance therefore shall be binding on the parties.
- vi) If a dispute arise out of or in connection with the contract, or in the respect of any defined legal relationship associated therewith or derived their form, the parties agree to seek and amicable settlement of that dispute by conciliation under ICA Rules of Conciliation. The authority to appoint the Conciliators/Conciliators shall be the Indian councils of arbitrations. The Indian council of arbitration will provide administrative service in accordance with ICA Rules of Conciliation.
- vii) Pending reference to arbitration, the parties shall make all endeavors to complete the work in all respect. Disputes, if any, will finally be settled in the arbitration.
- viii) Upon every or any such references to the arbitration, as provided herein the cost of and incidental to the reference and Award respectively shall at the discretion of the arbitrator, or the umpire, as case may be.
- ix) The award of arbitrator or arbitrators, as the case may be, Shall be final and binding on the parties. It is agreed that the Bidder shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the



works with all due diligence. The Purchaser and the Bidder hereby also agree that arbitration under this clause shall be the condition precedent to any right of action under the contract except for as provided for in the Tender.

### **38. Applicable Law**

- i) The bidder 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 without assigning any reasons. ERNET India will not be under obligation to give clarifications for doing the aforementioned.
- iv) ERNET India also reserves the right to modify/relax any of the terms & conditions of the tender.
- v) ERNET India, without assigning any further reason can reject any tender(s), in which any prescribed condition(s) is/are found incomplete in any respect.
- vi) ERNET India also reserves the right to empanel on quality/technical basis, which depends on quality/capability of the system and infrastructure of the firm. Bidder(s) are, therefore, directed to submit the tender carefully along with complete technical features of the products/systems as well as other documents required to access the capability of the bidder.

### **32. 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.

### **33. 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, the loss shall be made good at its own cost.

### **34. 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.

**35. 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.
- 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.

**36. 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.

**37. MISCELLANEOUS**

- i) The work under this tender is not assignable by the selected bidder. The selected bidder shall not assign its contractual authority to any other third party. The selected bidder 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 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 concerned for at least three years, for further dealings with ERNET India and further initiate legal action as per rules/laws applicable.

### 38. **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 supplying the equipments to provide appropriate device drivers and solutions for these system software platforms.

Yours faithfully,

Registrar & CPO  
ERNET India

ERNET

**BILL OF MATERIAL & TECHNICAL SPECIFICATIONS**

**1. Bill of Material**

<b>S. No.</b>	<b>Specification available at Clause No.</b>	<b>Description</b>	<b>Quantity (Nos.)</b>
1		Collar Microphones with receiver system including all accessories	50
2		Handheld Microphones including all accessories	3500
3		AMC for 3 years in r/o line item mentioned at S. No. 1 on per year basis (after the expiry of two years warranty)	1
4		AMC for 3 years in r/o line item mentioned at S. No. 2 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.**

**2. Technical Specifications**

**2.1 Collar Microphones with receiver system including all accessories**

<b>S. No.</b>	<b>Description</b>	<b>Compliance (Yes/No)</b>	<b>If 'yes' give details &amp; support documents &amp; its Reference Page No.</b>
1	RF shielding feature to free from cell phones Interference, FM Radio/ police communication.		
2	Should be 100% immune from GSM and CDMA RF interference.		
3	Should operate in SHF (Super High Frequency) Band with echo/noise cancellation capable.		
4	Should support wearable mic to be clipped to collar without any cables for belt pack with batteries.		
5	The microphone should be compatible with Web meetings, soft phones, video conferencing, speech recognition, recording and podcasting etc.		
6	Should support Lithium Polymer rechargeable batteries for microphones – Talk time up to 6 hours or more with a charge time of up to 2 hours.		
7	It should support Encryption at least 128-bit (per microphone channel)		
8	It should be Small, lightweight, compact.		
9	The Receiver should support windows and MAC based laptops and desktops and integration with audio port of laptops and desktops		
10	Should support the search for drivers automatically when plugged in to the laptop/PC.		
11	Should support 100 Hz – 6000Hz or better for good audio performance		
12	Should support a workable range of at least 15 meters or more for the flexibility of the speaker to move around and conduct sessions freely.		

13	The device should support 2-Way Full duplex Audio with a facility of LED indication and out of range alarm.		
14	The microphone should have an option to connect an additional headset for privacy and the headset should be provided along with the microphone system as a standard accessory.		
15	Microphone should have Push Buttons for microphone pairing, mute/unmute functionality		
16	The system should support Mini USB to connect to a PC acts as an audio and Charging device		
17	The mic should be supplied with a power adaptor (output 5V),base unit, microphone, appropriate USB cable and a headset as a standard accessory		

## 2.2 Handheld Microphones including all accessories

S. No.	Description	Compliance (Yes/No)	If 'yes' give details & support documents & its Reference Page No.
1	Frequency response (microphone) : 80 - 15000 Hz		
2	Sensitivity in free field, no load (1kHz) : 1.5 mV/Pa or better		
3	Nominal impedance : 350 $\Omega$ or better		
4	Min. terminating impedance : 1 $\Omega$		
5	Connector : XLR-3 with minimum 14 ft. audio cable for connecting the mic with desktop/ laptop		
6	Isolates handling noise, hum compensating coil		
7	Dynamic cardioid microphone for speech and vocals		
8	Pick-up pattern : Cardioid		
9	Compatible with desktop/ laptop for integration with audio port of laptops and desktops and Should support the search for drivers automatically when plugged in to the laptop/PC.		
10	ON/OFF Switch		

**PRICE SCHEDULE FOR ITEMS AS AT ANNEXURE-I**

To,

The Registrar & CPO  
ERNET India  
5th Floor, Block – I, A Wing,  
DMRC IT Park, Shastri Park,  
Delhi-110053

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-IA	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								
4								
<b>Grand Total Value (GTV) in Rs. (in figures)</b>								
<b>Grand Total Value (GTV) in Rs. (in words)</b>								

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.
- 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.



9. 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.
10. 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.
11. 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.
12. Bid security for an amount equal to Rs. 5,00,000/- is enclosed in the form of Bank Draft/Pay Order/ Bank Guarantee.

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(Signature and seal of Manufacturer/Bidder)

Dated \_\_\_\_\_ 2016

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**  
5th Floor, Block – I, A Wing,  
DMRC IT Park, Shastri Park,  
Delhi-110053

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 forbear 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**  
 5th Floor, Block – I, A Wing,  
 DMRC IT Park, Shastri Park,  
 Delhi-110053

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.>