

ERNET India

(An Autonomous Scientific Society under Department of Electronics & Information Technology,
MCIT, Gol)

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Tender Enquiry No.: EI-D/Tech/51-24/14

Dated: 27.12.2014

Due Date: 23.01.2015

Opening of Bids: 23.01.2015

To

Subject: Invitation of Bids for supply, Installation & Commissioning of ICT Infrastructure (i.e. Computer Hardware, Software, Printer cum Scanner, Projector, LAN, Wi-Fi, Electronic interactive White Board, Electrical Wiring, Earthing & UPS), Teacher Training, Manpower Services, Computer Furniture, and Maintenance thereof

Sir,

1. 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 and also facilitates implementation of number of ICT projects for various academic & research institutions.
2. ERNET India has signed a MoU with Directorate of Education (DoE), Daman & Diu (DD) and Directorate of Education, Dadra Nagar Haveli (DNH) for implementation of project 'ICT Scheme in the Govt. schools under DoE, U. T. of Daman & Diu (DD) and under DoE, U. T. of Dadra Nagar Haveli (DNH). Under this project, ICT Infrastructure is to be set up in 25 Computer labs in 25 schools under DoE, Daman & Diu and 39 Computer labs in 27 schools under DoE, Dadra Nagar Haveli including deployment of 1 manpower at each computer lab of the school, Teacher Training & computer furniture and maintenance thereof in the schools as per Annexure – IV

ERNET India facilitates implementation of many other projects also for various ministries, departments, academic & research institutions under central and state Government. ERNET India is also providing Internet & other access services to various Institutions, universities, colleges, departments and organizations..

Therefore, ERNET India intends to enter into rate contract through empanelment of one reputed manufacturer/authorized supplier for supply, Installation & Commissioning of ICT Infrastructure (i.e. Computer Hardware, Software, Printer cum Scanner, Projector, LAN, Wi-Fi, Electronic interactive White Board, Electrical Wiring, Earthing & UPS), Teacher Training, Manpower Services, Computer Furniture, and Maintenance thereof in the schools as per Annexure – IV / user to be specified by ERNET India across the country and providing comprehensive maintenance of the equipment during the free warranty period of three years from the date of installation at site and two years AMC services after warranty.

3. Sealed tenders are, therefore, invited from the reputed manufacturers or their authorized representatives for Supply, installation, commissioning of items as per Annexure – I in conformity with Technical Specification as at Annexure – II. Interested parties who wish to be empanelled 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 Praveen Kumar, ERNET India as per the schedule detailed below:

1	Issue of Tender Document	27.12.2014
2	Receipt of Queries	06.01.2015 (Queries after 06.01.2015 by 5:00 P.M. will not be entertained)
3	*Pre-bid meeting Response to Queries	08.01.2015 at 11:00 A.M. at ERNET India, 10 th Floor, Jeevan Prakash Building, 25, K.G. Marg, New Delhi-110001 13.01.2015 (on CPP Portal/ERNET Website only)
4	Receipt of Bids	23.01.2015 at 3:00 P.M.
5	Opening of Bids	23.01.2015 at 3:30 P.M.

* Please see clause number 3 under General Conditions

Note : The Tender Document can also be downloaded from CPP portal/ERNET 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 Part - I of the bid.

4. The bidder must be a reputed manufacturer or an authorized representative of the products offered. The authority from the manufacturer/OEM must be submitted along with the bid. **The bids received without authority will be rejected outrightly.**
5. Bids should be submitted in two separate **sealed** covers. First cover indicating "**COVER FOR TECHNICAL BID**" should consist of only Bidder's profile, Compliance sheets with supporting documents, all the documents as asked in support of Eligibility Criteria, technical solution, specification, design, configurations of the items offered, un-priced bill of material along with literature, pamphlets, drawing etc. This cover should contain complete technical specifications, make and model, name 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 the same details of first cover as well as the price details as per the price schedule format provided in the tender. **All the two covers 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 & Commissioning of ICT Infrastructure (i.e. Computer Hardware, Software, Printer cum Scanner, Projector, LAN, Wi-Fi, Electronic Interactive White Board, Electrical Wiring, Earthing & UPS), Teacher Training, Manpower Services, Computer Furniture and maintenance thereof**".

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

6. Bids should be valid for a minimum period of 180 days from the due date mentioned below. In exceptional circumstances, the ERNET may request the Bidder(s) for an extension of the period of validity of the bid. The request and the responses thereto shall be made in writing and transmitted through speed post/registered post/courier/fax. The validity of EMD shall also be suitably extended.
7. Envelope should bear the inscription

"Bid for Supply, Installation & Commissioning of ICT Infrastructure (i.e. Computer Hardware, Software, Printer cum Scanner, Projector, LAN, Wi-Fi, Electronic

Interactive White Board, Electrical Wiring, Earthing & UPS), Teacher Training, Manpower Services, Computer Furniture & Maintenance thereof”

“Tender Enquiry No. : EI-D/Tech/51-24/14

“Due Date & Time: 23.01.2015 at 3.00 P.M.”

“Due Date & Time for Opening of Bids: 23.01.2015 at 3.30 P.M.

8. The Bids must reach the undersigned on or before the due date, i.e., on **23.01.2015 by 3.00 P.M.** Bids received after the due date & time are liable to be rejected. In the event of due date being a closed holiday or declared Holiday for Central Government offices, the due date for submission of the bids will be the following working day at the appointed time & venue.

9. ELIGIBILITY CRITERIA

a) For Bidders

- i. The bidder should have an ISO 9001:2008 or any other equivalent or better quality certification. Supporting documentary proof should be enclosed.
- ii. The quoted products should be of latest versions. The products being quoted by the bidder should not be 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:
 - o Authorization for bidder to bid against this tender specifically
 - o 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 acceptance of the project.
- iii. The bidder must enclose relevant copies of the customer purchase orders, scope of work, deliverables, time period of execution, project value and satisfactory work completion certificate from client for at-least One ICT Infrastructure project of minimum Rs. 10 Cr. in single order executed in last five financial years for any Government Institutes/ University/ Organizations/ PSU/ Schools or Two ICT Infrastructure projects of minimum Rs. 7 Cr. in each order executed in last five financial years for any Government Institutes/ University/ Organizations/ PSU/Schools or Three ICT Infrastructure projects of minimum Rs. 5 Cr. in each order executed in last five financial years for any Government Institutes/ University/ Organizations/ PSU/ Schools. (Note: above ICT Infrastructure project means consist of Computer Hardware, Computer Software, and LAN). The bidder should have executed the project in timely manner.
- iv. The Bidder should have been in the business of ICT infrastructure implementation and integration related activities for at least last 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. An Authorization Letter of the bidder indicating the name, designation and signature of authorized signatory should be submitted. A copy of purchase order should be submitted as a proof.

- v. The bidder may be asked to demonstrate the offered product(s) at a short notice of three days during the technical evaluation. An undertaking confirming the same should be submitted in this respect.
- vi. The bidder should not have been barred or black-listed by any of the central/state govt. departments/organizations/PSUs/Schools. A self-declaration certificate as given at Annexure-V from the authorized signatory should be submitted in the Technical bid.
- vii. The bidder should have annual average turnover of Rs. 100 Crores in three financial years i.e. , 2011-12 , 2012-13 & 2013-14 with minimum annual turnover of Rs. 75 Crores in each of these years. The Bidder should be profit making in last three years with positive net worth. Self Attested audited copies of the bidders' annual reports for the years 2011-12, 2012-13 & 2013-14 have to be attached along with a certificate from a practicing Chartered Accountant on his letter head confirming annual turnover, net profit, positive network & 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 registered under the India Partnership Act 1932 or a Society constituted under any ministry/Department of the Government of India and registered under the Societies Registration Act 1860. Bidder must be in existence for the last five years as on 31st March 2014 with their registered office in India.. 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 a Toll Free number and sufficient service & support resources for giving services at installation site
- x. The Bidder should have a country wide support infrastructure. The manpower services as asked in the tender should be on direct roll of the bidder and. An undertaking to this effect should be submitted by the Bidder.
- xi. The bidder should be able to provide support services for the faulty system/subsystem of equipments in conformity with the SLA as defined in this tender document.
- xii. All offered products; software & components should support seamless interoperability among them. There should be no compatibility issue among the supplied products, software & components etc. All offered products, software & components should be as per ITU-T/IEEE standards wherever applicable. An undertaking to this effect should be submitted by the bidder.
- xiii. The bidders shall give clause-by-clause compliance for the technical specification of the equipments as in the tender in their technical bids. Also the bidder shall provide a self-declaration certificate from the authorized signatory for unconditional compliance of all the terms & conditions as mentioned in the Tender document.
- xiv. The bidder will submit bank details as per Annexure - IX in the tender document.

b) For OEM(s)/ Manufacturer(s)

- i. OEMs except of Computer Furniture whose products have been offered in the bid shall have Technical Assistance Centre (TAC) and shall have Toll Free Number for TAC to support the equipments. OEM(s) should have direct presence with their own office in India manned with their own engineers for minimum of last 5 years. Relevant documentary proof should be submitted.
- ii. The OEM vendor should be profit making company in last three years with positive net worth. The OEM of ICT equipments (i.e. Servers, PCs, Laptops, Printer cum Scanner, Projector, LAN Switch, Access point, Softwares, UPS) should have minimum turnover of Rs. 500.00 Crores (or equivalent in other acceptable foreign currency) each year during the last three financial years. A certificate confirming the above from OEM on their letter heads should be attached along with the bid by the bidders.
- iii. The foreign OEM (s) of Servers & PCs should be an established industry player in its respective domain and should form a part of any of the four quadrants of the Industry standard on the likes of Gartner, Forrester, IDC etc.
- iv. The OEM/bidder must have spares depots in the India with local logistics support and adequate spares for the equipment supplied. This is to ensure immediate delivery of spares parts.

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 criterion mentioned above, may be highlighted. If tender were not accompanied by all 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.

Upon verification, evaluation / assessment, if in case any information including all documents furnished by the Bidder is found to be false / incorrect, their bid shall be summarily rejected, their EMD shall be forfeited and no correspondence on the same shall be entertained.

10. SCOPE OF WORK

- i) The bidder will carryout the work at schools as per Annexure - IV/ user to be specified by ERNET India across the country and will be responsible for execution of project.
- ii) The bidder will supply, install, commission and carry out maintaining of ICT Infrastructure as per requirement in conformity with Schedule of Requirement (Annexure-I)(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 on the network and provide maintenance for Five years.
- iii) The bidder will supply Licensed Pre-loaded software (including operating system) as per Annexure – II in the hardware and will perform testing of the same before

- dispatching hardware systems for installation and commissioning at the schools/sites.
- iv) The bidder will supply and install structured CAT6 LAN cabling of 24 nodes in conformity with IEEE/EIA/TIA standard in each computer lab for 22 computers, 1 Printer cum Scanner with appropriate number of UTP ports of Industry standard brand, Jack panel –CAT6,I/O CAT6, Patch Chord of Industry standard brand, PVC conduit pipe of ISI Brand. The bidder will install one Ethernet switch, Jack Panel suitable size rack and integration of supplied computers, printer etc with LAN in the computer lab.
 - v) The bidder will provide on-site comprehensive warranty for a period of **three years** and will provide on-site **Comprehensive AMC of two years after warranty period is over.**
 - vi) The bidder will ensure the availability of services from professionally qualified team during implementation of the project and to provide the required on-site warranty for three years & Comprehensive AMC for a period of two years.
 - vii) The bidder will install Un-interrupted Power Supply (UPS) as per Annexure – II. UPS should be provided with metal rack for batteries as per requirement. The end user/school/DoE shall provide the area for UPS installation.
 - viii) The bidder will deploy adequate manpower for carrying out the on-site comprehensive warranty and annual maintenance for hardware and software.
 - ix) The bidder shall deliver and implement the technologies in conformity with the best practices guidelines & industry standards.
 - x) The bidder will ensure smooth integration of the supplied equipment with existing LAN, if any, at end user sites/schools.
 - xi) The bidder will demonstrate on-site and provide necessary basic knowledge about the usage of hardware, software supplied at each site/school at the time of installation.
 - xii) The Bidder has to ensure that during the execution of the project they do not damage or disrupt the existing equipments/ services. Any damage to the existing equipments/ services shall be made good by the bidder.
 - xiii) The Bidder has to comply with the Standard Govt. guidelines/policies for such implementation and non disclosure requirements.
 - xiv) The methodology of LAN cabling and 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.
 - xv) Training:**
 - a. The bidder shall organize computer training for the specified teachers/ officials/ staff of the schools/ user to be specified by ERNET India across the country after supply, installation and commissioning of ICT infrastructure.
 - b. The bidder will train at least 128 people on usage of ICT infrastructure & software. All the training material will be provided by the bidder. Similar training would be required for other institutes/organizations as per their requirement and would be specified by ERNET India.
 - c. Bidder will design training program for 5 days and submit it in advance before commencement of the courses in consultation with ERNET India
 - d. The venue & electricity for the training will be provided by end user/schools. Beside this any additional equipment required to run the training has to be provided by the successful bidder. The bidder will be allowed to take away the additional supplied hardware/equipment from the training centres after the completion of the training.
 - e. During the training programme there will be about 25 people in a batch and the training schedule should be of 6 hrs per day i.e. 10:00 AM to 5:00 PM with 1 hour for lunch break i.e. from 1:00 PM to 2:00 PM.

- f. The bidder will obtain a feedback form from the trainees after completion of the training.
 - g. The expenditure involved in r/o of TA/DA/ stay, accommodation of trainees, will be responsibility of the school/ user to be specified by ERNET India across the country. However, bidder will provide lunch & two time tea with biscuits during the training period.
 - h. The Trainer must be Graduate or higher from a recognized University in the concerned subject and having full knowledge of ICT infrastructure, Operating System, & other Software operational in the schools. Bidder may also provide assistant trainer, if required to fulfil the tender requirement without any extra cost.
- xvi) The Bidder will be liable for any hardware & software update/ up-gradation of supplied items for maintenance purpose without any extra cost during warranty period.
- xvii) On completion of the work the bidder shall submit the installation & commissioning report duly signed & stamped by the concerned official/ Principal of the school/ DoE/end user to ERNET India.
- xviii) Manpower Services** - The bidder will deploy one full time qualified & suitable manpower as per point 15 at Annexure-II in each of computer lab of the schools as per Annexure – IV/ user to be specified by ERNET India across the country time to time through separate Purchase Order during the period of empanelment /extended empanelment and manage as per this tender requirement and should ensure continuity in the same. **The duties of manpower are as follows:**
- a. To ensure that all supplied equipments are in working condition and instructional materials/ student handouts are available before class begins.
 - b. To install software's /upgrades/patches from time to time as required.
 - c. To ensure that all supplied equipments are used properly and are not removed from the computer lab and no use of personal equipment like laptops, thumb-drives, USB peripherals, etc..
 - d. Responsible for assigned activities during the period of engagement.
 - e. To lodge the complaint of faulty systems at provided telephone numbers and will follow up the issues with service engineer/ vendor until resolved.
 - f. To take computer classes as per concerned school requirement/syllabus and shall assist students with computer projects.
 - g. Upon receiving comments from the concerned official, implement the recommended improvements (if any) and submit feedback to the concerned official of the school regarding implementation.
 - h. Follow the rules & regulation/ guidelines of the school as per Annexure - IV/ user to be specified by ERNET India across the country .
 - i. Any other duties/ work related to the computer lab as required to fulfill the objectives

GENERAL CONDITIONS

1. All items/services/charges are to be quoted in Indian Currency (INR) for delivery at the premises of the schools as per Annexure - IV/ user to be specified by ERNET India across the country free of charge. All prices shall be fixed and shall not be subject to escalation of any reason whatsoever. The rates must be quoted as per the Performa provided in Annexure – III which should be submitted in one sealed "Cover for Price Bid" as asked in clause 5 above.
2. 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.

3. 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. The decision of the 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, will be allowed to attend the Pre Bid Meeting. **The Bidder will have to submit the photocopy of the receipt of payment made against tender fee at the time of Pre-Bid conference.**
4. Response/reply to Queries/clarifications received within time frame as stated in the tender shall be uploaded on CPP portal/ERNET India website. No reply in this regard shall be sent to individual bidder. Bidders are advised to keep visiting CPP Portal/ERNET India Website to get the details in this regard, if any, before submission of their bids on the due date/time.
5. 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 portal/ ERNET India's website.

6. **INSPECTION**

ERNET India or its representative shall have the right to inspect or to test the supplied items to confirm their conformity to the ordered specifications. The supplier shall provide all reasonable facilities and assistance to the inspector 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.

7. **EARNEST MONEY DEPOSIT**

- i) Each quotation must be accompanied by Earnest Money Deposit(EMD) of Rs.30,00,000/- (Rupees Thirty Lakhs only) shall be in the form of Demand Draft/Pay Order/EMD Fixed Deposit/Bank Guarantee of any Nationalized/Scheduled Commercial Bank taken in the name of ERNET India, New Delhi. Bank Guarantee should be valid minimum for a period of 225 days from due date of the quotation. **Quotations received without Earnest Money Deposit are liable to be rejected**
- 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 tender.
- iii) If the successful bidder 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 by ERNET India.
- iv) The earnest money of all the unsuccessful bidders will be returned after placement of order on the selected vendor/Bidder. The Earnest Money of successful bidder shall be returned after furnishing of Performance Security. EMD submitted in the form of fixed deposit/BG will be returned as it is. In case of EMD in the form of DD/Pay order, no interest will be payable by ERNET India on the Earnest Money Deposit

8. Govt. levies like sales tax, 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 etc., if any. Please give the Registration number of the firm along with the LST/CST/WCT/Service Tax No. allotted by the concerned authorities in your bid.
9. It may specifically be mentioned whether the quotation 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.
10. ERNET India reserves the right to accept or reject any bid or cancel the tender proceedings without assigning any reason whatsoever.
11. The bidders should quote the products strictly as per the tendered specifications giving models, make and exact 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.**
12. Bidder shall sign & stamp all pages of the bid document including all enclosures and drawings forwarded with the bid.
13. The price shall be for delivery at desired destination in India including installation/commissioning and complete operationalization. In case of any discrepancy between rates mentioned in figures and words, the later shall prevail. Rates shall be valid for the period of empanelment / extended empanelment period.
14. The bidder must quote for all the items as mentioned in the **Annexure-I**. The bidder not quoting all the items of **Annexure-I** will be summarily rejected. Quantities/ items can be varied (i.e. decreased or increased and dropped) as per requirements. The price comparison shall be made package wise as per Annexure-I and rate contract will be entered into.
15. 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.
16. 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.
17. The bidders will have to arrange for all the testing equipment and tools required for installation, testing, maintenance etc.
18. 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 tenders shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of the bids.

19. Terms & Conditions for Manpower Services

- i. The bidder will have to provide one full time qualified & competent manpower as per point 15 at Annexure – II in each computer lab of the school as per Annexure – IV/ user to be specified by ERNET India across the country within eight (8) weeks from the date of Purchase Order. (Note: The Purchase Order for Manpower Services will be issued separately)
- ii. The manpower services provided by the bidder will be under direct control of the bidder. The bidder shall be solely responsible for service related conditions/issues of the deployed manpower.
- iii. The bidder shall be solely responsible for payment towards the services rendered by the manpower.
- iv. The bidder shall be solely responsible for all the claims of its manpower and shall ensure that its employees do not make any claims whatsoever against the concerned school or from the DoE, Daman & Diu or from the DoE, Dadra Nagar Haveli or from the ERNET India or end user specified by ERNET India
- v. The manpower provided by the bidder shall not claim any benefit/ experience certificate/ payment/ compensation/ absorption/ regularization of services in the school or DoE, Daman & Diu or DoE, Dadra Nagar Haveli/ user to be specified by ERNET India across the country..
- vi. The bidder shall immediately replace such manpower within 5 days who is not found suitable by the schools under DoE, Daman & Diu & under DoE, Dadra Nagar Haveli or ERNET India for any reasons, if such request is made.
- vii. The manpower provided by the bidder shall not disclose any details of the schools or DoE, Daman & Diu or DoE, Dadra Nagar Haveli or ERNET India, operational processes, technical know-how, security arrangements, and administrative/ organizational matters as all are of confidential in nature.
- viii. The manpower provided by the bidder should be polite, cordial, positive and efficient, while handling the assigned work so that their actions promote good will and enhance the image of ERNET India. The bidder shall be responsible for any act of indiscipline on the part of employees deployed by them. Further, the bidder shall ensure proper conduct of the personnel deputed by them in school under DoE, Daman & Diu and under DoE, Dadra Nagar Haveli/user to be specified by ERNET India across the country and enforce prohibition of alcoholic drinks, paan, smoking, loitering without work etc.
- ix. The manpower provided by the bidder shall not interfere with the duties of the employees of the schools/end users.
- x. The bidder cannot change any manpower deployed in the school/ DoE/end user as specified by ERNET India without the consent of the ERNET India.
- xi. The bidder should ensure continuity in manpower deployment even if some of the person already deployed leave without any advance notice/information.
- xii. The bidder shall hold ERNET India harmless for any slackness or any loss of the staff deputed in the schools under DoE, Daman & Diu and under DoE, Dadra Nagar Haveli

or End user specified by ERNET India and will indemnify ERNET India/end user for all legal obligations to its staff deputed to provide support.

- xiii. The end user/school or DoE, Daman & Diu or DoE, Dadra Nagar Haveli or ERNET India shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the manpower of the bidder.
- xiv. The manpower provided by the bidder shall not join any Labour union or resort to strike or demonstration or any other agitation of this nature. The personnel shall neither directly or indirectly, join nor assist any commission of civil nature and they shall render their sincere services during any kind of natural calamities to their best extent. The personnel must not in any way act against the interests of the school or DoE, Daman & Diu or DoE, Dadra Nagar Haveli or ERNET India.
- xv. ERNET India shall have the right to terminate this service by giving one month notice to the bidder, if the bidder does not remedy the default within the notice period from the date of notifying the default by ERNET India to the bidder. Penalty will be as per clause no. 21 & 22.

xvi. **NO LIABILITY**

- That in any event, the concerned School/ DoE, Daman & Diu/ DoE, Dadra Nagar Haveli/ ERNET India/end user to be specified by ERNET India shall owe no responsibility or liability of any kind arising out of or incidental to the performance of duties by the manpower deployed by the bidder or otherwise, at the said office or outside the said office, including any liability due to any accident or injury or death caused to or suffered by any manpower of the bidder or any other health or medical liability or compensation all of which shall be the sole responsibility of the bidder.
- In case of any loss that might be caused to the school/ DoE/ ERNET India/ end user to be specified by ERNET India due to any lapse on the part of the bidder or its manpower discharging assigned duties and responsibilities, the same shall be borne by the bidder and in this connection, the ERNET India shall have the right to deduct appropriate amount from the bills of the bidder to make good such loss to the School/ DoE, Daman & Diu/ DoE, Dadra Nagar Haveli/ ERNET India/ end user to be specified by ERNET India. In case of frequent lapses on the part of the bidder or the manpower deployed by the bidder, the ERNET India shall be within its right to terminate the services forthwith without assigning any reason whatsoever and/or take such other action, as it may deem fit.
- The School/ Directorate of Education, U. T. of Daman & Diu & Directorate of Education, U. T. Dadra Nagar Haveli/ ERNET India/ end user to be specified by ERNET India shall not have any liability including litigation arising due to recruitment, retrenchment, reallocation, payment for services or any other service conditions of manpower /any other staff appointed by the bidder. In case of any dispute/litigation arising as a result of the service conditions, the said dispute/litigation will be the exclusive dispute/litigation between the manpower deployed by the bidder and the bidder. The ERNET India/ Directorate of Education, Daman & Diu & Directorate of Education, Dadra Nagar Haveli/ Concerned School/ Concerned officials of the ERNET India/ end user to be specified by ERNET India/ Directorate of Education, Daman & Diu & Directorate of Education, Dadra Nagar Haveli / Principal of the concerned school or any other govt. agency/ will have no responsibility or liability in all such matters.

20. WARRANTY & AMC

The bidder should have all India presence. Onsite comprehensive warranty/AMC services shall be provided at the locations of installation of equipment supplied.

Warranty shall include free maintenance of the whole equipment (except computer furniture) supplied including free replacement of parts free software upgrades/updates/renewals. The defects, if any shall be attended to on immediate basis but in no case any defect should prolong for more than 24 hours. The comprehensive warranty shall be for a minimum period of **three years** from the date of acceptance of the equipment by ERNET India.

The bidders are also required to quote for Comprehensive AMC of two years after warranty period is over. The Comprehensive AMC includes onsite warranty with parts and software updates/upgrades/renewals. AMC cost for two years will also be taken into account for commercial evaluation. ERNET India reserves the right to extend or curtail the said AMC by 1 year at the quoted price or reject AMC services. However, the PO for the AMC will be issued on year basis.

21. **Service Level Agreement (SLA):** After commissioning & acceptance, during warranty & AMC, the bidder shall be responsible for the uptime of the equipment and shall enter into a contract with SLA of maintaining the setup for 99% uptime on 24x7 basis. The uptime will be calculated over a twelve (12) month time frame.

The permissible downtime of 1% will further be subject to 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 21 (a) 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.

21 (a) Penalty clause for non conformance to above SLA:

ERNET India/End user may deduct Rs.500/- (Rupees Five Hundred Only) from the due payments or recovered from Bank Guarantee as the case may be for every 1 hours of down time at a stretch or in part up to total down time of 10 hours. Beyond 10 hours of down time, ERNET India/End user may deduct Rs.1000/- (Rupees One Thousand Only) from the due payments or recovered from Bank Guarantee as the case may be for every 1 hour of down time at stretch or in parts.

In any case, if the equipment is not made operational for 8 days from the time of reporting of fault, the Bank/Performance Guarantee submitted by the Bidder to ERNET India shall be invoked. Any payments (payable to Bidder) shall not be paid too. This will be deemed to be an event of default and ERNET India may terminate the contract.

22. **Penalty clause for Manpower Services** - In case of unsatisfactory service/ absent from duty or violation of any sub clause of clause 19 above by the manpower deployed by the bidder or by the bidder, ERNET India may deduct Rs. 1000/- (Rupees One Thousand Only) per manpower from the Quarterly payments due during that quarter for every 1 day of unsatisfactory service/ absent from duty or violation of any sub clause of clause 19 above at a stretch or in parts up to total 7 days. This period shall be calculated over and above the total days permissible i.e. 5 days from the time of reporting of matter/issue.

In any case, if the services are not made corrected/resumed satisfactorily for 12 days (including permissible 5 days) from the time of reporting of matter/issue, the

Bank/Performance Guarantee submitted by the Bidder to ERNET India shall be invoked. Any payments (payable to Bidder) shall not be paid too. This will be deemed to be an event of default and ERNET India may terminate the contract.

23. PAYMENT TERMS:

- a) 85% payment shall be made by ERNET India after delivery and satisfactory completion of installation, commissioning, testing, acceptance of the equipment and related infrastructure as well as receipt of pre-receipted bill in duplicate. Balance 15% payment would be released after expiry of the warranty period or 100% on satisfactory completion of installation, commissioning, testing and acceptance of the equipment if the firm submits the Performance Bank Guarantee of the amount equivalent to 15% (replacing PBG of 10% submitted against clause 24 below which shall be returned to the bidder), which should be valid for the period of warranty as well with additional claim period of 30 days from the date of expiry of BG.
- b) In case of PO is issued for AMC, the performance BG as mentioned at '23 a' above will be extended for a period of another quarter and will be released thereafter on satisfactory completion of AMC services.
- c) The payments will be made as per actual supplied/installed/consumed quantities/items.
- d) Payment to the bidder towards AMC services, if awarded, would be made in the succeeding month on completion of each six month after satisfactory performance of services.
- e) Payment to the bidder towards manpower services would be made in the succeeding month on completion of each calendar quarter as per the submission of pre-receipted bills in triplicate after satisfactory performance of services.
- f) The eligible payments will be released to the bidders subject to the receipt of the funds by ERNET India from customer institutes/organizations/departments, etc.
- g) The payments shall be made after deducting all penalties imposed on the bidder

24. PERFORMANCE SECURITY:

- a. **For ICT Infrastructure** - The successful bidder 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 06 months(extendable for a another period of 06 months from the date of expiry at the option of ERNET India) from the date of acceptance of purchase order with additional claim period of 30 days from the date of expiry of BG. However, this BG will be replaceable in lieu of 15% BG to be submitted against warranty period as detailed in clause 23 above. In case supplier fails to deliver the items within delivery period or failed to provide satisfactory service within the warranty period, the Performance Security submitted by the bidder is liable to be invoked. No interest will be payable by ERNET India on the Performance Security.
- b. **For Manpower Services** – The successful bidder shall submit a Performance Security of 10% of the cost of the purchase order within 15 days of the placement of purchase order. The Performance Security may be in the form of Demand Draft/Pay Order/FD/Bank Guarantee of any nationalized/scheduled bank. The Bank Guarantee should be valid for a minimum period of 12 months with additional claim period of 30 days from the date of expiry of BG extendable to cover project period of 5 years. The Performance Security should be renewable on yearly basis. In case supplier fails to deploy manpower services within delivery period or provide

satisfactory service within the PO period, the Performance Security submitted by the firm is liable to be invoked. In case of no further renewal of manpower services or project period of 5 years is over, Performance Security shall be released immediately after recovering the penalties, if any. No interest will be payable by ERNET India on the Performance Security

25. DELIVERY PERIOD

- a. The Delivery & Installation of ICT Infrastructure shall be required within 12 weeks from the date of placement of its purchase order at schools as per Annexure – IV/ ERNET India locations/ end user to be specified by ERNET India across India. However, the Delivery & installation of minimum 75% of ICT Infrastructure must be completed within first 8 weeks and remaining, should be completed within next 4 weeks from the date of placement of purchase order. The delivery for manpower services shall be required within eight (8) weeks from the date of placement of purchase order. Any delay by the supplier in the performance of delivery of items/ services shall render the supplier liable to any or all of the following sanctions- forfeiture of its Earnest Money Deposit, imposition of liquidated damage as per clause 26 below or/and cancellation of the purchase order for default. (Note: The Purchase Order for ICT Infrastructure and manpower services will be issued separately.)
- b. Equipment/goods/services will be directly supplied at the schools as given in **Annexure – IV/** user to be specified by ERNET India across the country for installation. The bidder will also have to deploy one manpower service in each computer lab of the school/ user to be specified by ERNET India across the country All the expenses involved in shipping the equipment to the end user sites/schools & deployment of manpower services will be borne by the bidder. All aspects of safe delivery shall be the exclusive responsibility of the bidder. ERNET India will have the right to reject the component/equipments/services supplied, if it does not comply with the specifications at any point of installation/inspections. The entire work should be completed within three months from the date of purchase order. However, manpower services should be deployed within the stipulated time at clause 25 (a) above.

26. LIQUIDATED DAMAGES

In the event of the Bidder's failure to install & commission the systems/items by the date/dates specified in this Purchase Order, ERNET India may at its discretion withhold any payment, as liquidated damages and not by way of penalty at the rate of 2.5% of the PO value per week or a part of a week subject to a maximum of 10%. The amount towards Liquidated Damage would be recovered from the amount of Bank Guarantee as required vide clause 24 above or the amounts due to the bidder. The Liquidated Damages (LD) will be imposed only in case the delay is on part of the bidder.

27. 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.

28. CANCELLATION of TENDER

- a) ERNET India reserves the right to cancel the tender in part or full or modify the requirement without assigning any reason. ERNET India will not be under any obligation to give clarifications for doing the aforementioned.
- b) ERNET India in view of this tender requirement may reject any bid(s), in which any prescribed condition(s) is/are found incomplete in any respect and at any processing stage.

29. **EMPANELMENT OF BIDDER**

- (i) The empanelment under this tender, with all its terms & conditions, can be used by ERNET India for its own as well as for its customers' requirements.
- (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 would empanel only one bidder to cater it's users'/customers' and own requirements. The panel will be valid for a period of Twenty-Four (24) Months in the first instance from the date of empanelment. It may be extended for a further period as decided through mutual consent (at ERNET's Option and mutual agreement with bidder and depending upon the need for continuity of the hardware technology/architecture).
- (iv) The empanelled bidder will supply, install & commission ICT Infrastructure including manpower services & furniture as per Annexure - I in conformity with Technical Specification as at Annexure – II in part or full as per requirement of the schools/ user to be specified by ERNET India across the county at the rates finalized through this tender during the period of empanelment /extended empanelment period.
- (v) The empanelled bidder shall have to provide acceptance to the empanelment offer issued by ERNET India for honoring all tender conditions and adherence to all aspects of fair trade practices in executing the purchase orders placed by ERNET on behalf of its customer/users
- (vi) In the event of an empanelled bidder or the concerned division of the bidder is taken over /bought over by another entity, all the obligations and execution responsibilities under the agreement with the ERNET India, should be passed on for compliance by the new entity in the negotiation for their transfer.
- (vii) If the name of the product is changed for describing substantially the same 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 with respect to the product with the old name shall be passed on along with the product so renamed.
- (viii) If any product which is declared end of life product by OEM during the period of empanelment /extended empanelment, in this case the bidder should supply replaced model or next higher model/version of the product without additional cost.
- (ix) In case of empanelled bidder is found in breach of any condition(s) of tender or supply order, at any stage during the course of supply / installation or warranty period, the legal action as per rules/laws, shall be initiated against the bidder and EMD/Security Deposits shall be forfeited, besides debarring and blacklisting the bidder concerned for at least three years, for further dealings with ERNET India.

- (x) The empanelled bidder should not assign or sublet the empanelment or any part of it to any other agency in any form. Any such eventuality shall result in termination of empanelment and forfeiture of Security Deposit/EMD concerning such bidder.
- (xi) ERNET India may, at any time, terminate the empanelment by giving written notice to the empanelled bidder without any compensation, if the empanelled bidder becomes bankrupt or otherwise insolvent, 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.
- (xii) 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.
- (xiii) Quantities can be varied (i.e. decreased or increased & dropped) vis-a-vis budget constraints and requirements. Actual quantity and/or items may vary during installation as per ERNET's own/customer requirements. ERNET India has the right to choose any subset of the tender items for placement of purchase orders. During the period of empanelment, the purchase orders will be placed as per the actual requirements of ERNET/its customers for the items/sub-items & quantities on the unit rates as at Annexure-I.

30. 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 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 of this tender separately on the basis of technical solution, design, conformity of technical specifications, 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) **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.**

- vi) 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).
- vii) A Bill of Material (BoM) as in **Annexure-I** has been enclosed herewith. The technically short listed bids will be evaluated on the basis of price quoted by bidders as per Bill of Material (BoM) as in **Annexure-I**. The bidder should quote for attached BOM covering following points :-
- a. All the items as given at Annexure-I
 - b. Wherever required, Module wise breakup is to be provided
 - c. Support on 24X7X365 basis
 - d. On site Comprehensive Warranty of three years
 - e. Quote for on site comprehensive AMC of two years (on per year basis) after warranty period is over.
 - f. The items & quantities provided in Annexure-I are only for calculation purposes for deciding L1 (lowest price bid), actual quantity and/or items may increase/decrease/add/drop during installation as per DoE, Daman & Diu/ DoE, Dadra Nagar Haveli/ user requirement to be specified by ERNET India across the country.
 - g. The commercial evaluation of the bids will be done on the basis of ownership of solution for period of five years.
 - h. The Bidder must quote for all the items as mentioned in the **Annexure-I**. The bidder not quoting all the items of **Annexure-I** will be summarily rejected. The price comparison shall be made package-wise. ERNET India has the right to choose any subset of the tender items for placement of purchase orders.

31. INDEMNITY

For ICT Infrastructure: The selected 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 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 India/End-user against the effect of nonobservance of any such laws.

For Manpower Services: That the bidder shall indemnify the ERNET India/End-user against all actions, suits and proceedings and all and any costs, charges, expenses, loss or damage incurred, suffered, caused to/sustained by the bidder by reason of any default or breach or lapse or negligence or non-observance or non-performance of statutory compliance or non-compliance otherwise.

32. FORCE MAJEURE

If at any time, during the continuance of this tender, the performance in whole or in part by either party of any obligation under this tender 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 agreement, nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance, and deliveries under this tender 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 this tender 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.

33. TERMINATION FOR DEFAULT

- i) Default is said to have occurred
 - a. If the bidder fails to deliver any or all of the 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 agreement.
- ii) If the bidder, in either of the above circumstances, does not take remedial steps within a period of 30 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:

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 or 15% of the total value of purchase order as cancellation charges whichever is higher through invocation of PBG.

- iii) ERNET India may at any time terminate the empanelment/purchase order by giving one month written notice to the bidder, without any compensation to the bidder, if the bidder becomes bankrupt or otherwise insolvent

34. 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 (ERNET India or Contractor) 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 which are in difference or differences of which such written notice has been given and no other shall be referred to the arbitration of a single arbitrator, to be appointed by both the parties or in case of disagreement as to the appointment of a single arbitrator, to that of two arbitrators, one to be appointed by each party or in case of said

arbitrators not agreeing then, to the umpire to be appointed by the arbitrators in writing before entering upon the references. 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.

- iii) Venue of arbitration shall be New Delhi.
- iv) The arbitrators or arbitrators appointed under this Article shall have the power to extend the time to make the award with the consent of parties.
- v) 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.
- vi) 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.
- vii) The award of arbitrator or arbitrators, as the case may be, Shall be final and binding on the parties. It is agreed that the Contractor 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 Contractor 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.

35. 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 in part or full 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 award works/supply order 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 firm.

36. Care of work

From the commencement to the completion of the works, the bidder 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, it shall be got made good at its own cost.

37. 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/ End user departments 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.

38. Domestic Manufacture Clause

1. Preference will be given to domestically manufactured 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** 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.
2. The above preference will be subject to satisfying eligibility criteria, technical specifications / technically qualified bid and matching the L1 price by the bidder (s), etc.
3. Bidders who do not provide the undertaking shall not be considered for receiving this preference.
4. The bidder quoting false information will be cancelled and the EMD will be forfeited.

39. 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 owner shall be at liberty to get such defects rectified at the cost and risk of the bidder.

40. The bidder shall strictly adhere to time schedule apart from adherence to quality norms applicable.

41. MISCELLANEOUS

- i) The Purchase Order under this tender in whole or in part 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 EMD, 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 Order, 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.

This Tender document in whole or in part 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. ERNET shall in no event be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

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 criterion mentioned above, may be highlighted. If tender were not accompanied by all 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.

Upon verification, evaluation / assessment, if in case any information furnished by the Bidder is found to be false / incorrect, their bid shall be summarily rejected 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.

Yours faithfully,

Director
Projects & Training Division
ERNET India

List of Enclosures

- | | |
|--|--------------------|
| 1. Schedule of Requirement (Bill of Materials) | -- Annexure – I |
| 2. Technical Specifications for ICT Infrastructure | -- Annexure – II |
| 3. Price Schedule for the supply of ICT Infrastructure | -- Annexure – III |
| 4. List of Schools under DoE, Daman & Diu
and under DoE, Dadra Nagar Haveli | -- Annexure – IV |
| 5. Declaration | -- Annexure – V |
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| 7. Bank Guarantee Format For Furnishing EMD | -- Annexure – VII |
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| 9. ERNET India Mandate Form | -- Annexure - IX |

Annexure-I**Schedule of Requirement (Bill of Materials)**

Sr. No.	Item description	Unit	Total Qty
1	LAN Switch	Nos.	64
2	* LAN for supplied 24 nodes	Lump sum	64
3	Wi-Fi Access Point	Nos.	64
4	Computer Server with Licensed Latest Windows Server OS	Nos.	64
5	Desktop Computers with Licensed Windows 8 or latest OS	Nos.	1280
6	Laptop with Licensed Windows 8 or latest OS	Nos.	64
7	Latest Licensed MS Office Software (Educational Version)	Nos.	1408
8	Laser Printer cum Scanner	Nos.	64
9	Projector	Nos.	64
10	Electronic Interactive White Board	Nos.	64
11	5KVA UPS	Nos.	32
12	8KVA UPS	Nos.	32
13	Maintenance Free Earthing system	Lump sum	64
14	Training to the teachers/ officers	Persons	128
15	Manpower services	Nos.	64
16	* Electrical Wiring Installation with 28 Nos. power points 5/15 ampere (as per requirement) for equipments	Lump sum	64
17	Computer Furniture (ISI Mark)	Computer Table	Nos. 525
		Computer Chair	Nos. 525
		Printer cum Scanner Table	Nos. 25
18	AMC charges for the supplied ICT equipments/ software (Sr. 1 to 13 above) at 64 Computer labs in the schools after expiry of 3 years of Warranty		1 st year AMC Charges = 2 nd year AMC Charges=
19	Any other item-please specify		

Note:

- (i) All above equipments/ devices should be quoted with all required accessories/ components/ softwares etc.
- (ii) All Above items/quantity may increase/decrease/add/drop as per requirement
- (iii) * For any variation of LAN nodes & in Electrical Wiring Installation to the extent of +/- 4 nodes, the payment will be made on actual number of nodes supplied & installed on prorata basis.

Annexure-II**Technical Specifications for ICT Infrastructure****1. LAN Switch**

SR. No.	Technical Specifications
1	Switch Architecture and Performance
2	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
3	Switch should have non-blocking wire-speed architecture.
4	Switch should support IPv4 and IPv6 from day One
5	Switch should have non-blocking switching fabric of minimum 48 Gbps or more and should have Forwarding rate of minimum 35 Mpps.
6	Layer 2 Features
7	IEEE 802.1Q VLAN tagging with support for minimum 255 active VLANs and 4k VLAN ids
8	Should support for minimum 16k MAC addresses
9	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
10	Switch should support IGMP v1/v2/v3 as well as IGMP v1/v2/v3 snooping.
11	Quality of Service (QoS) Features
12	Switch should support classification and scheduling as per IEEE 802.1P on all ports.
13	Switch should support DiffServ as per RFC 2474/RFC 2475.
14	Switch should support QoS configuration on per switch port basis support four hardware queues per port.
15	Security Features
16	Switch should support MAC address based filters / access control lists (ACLs) on all switch ports.
17	Switch should support Port as well as VLAN based Filters / ACLs.
18	Switch should support RADIUS and TACACS+ for access restriction and authentication.
19	Secure Shell (SSH) Protocol, HTTP and DoS protection
20	Should support DHCP snooping, DHCP Option 82, Dynamic ARP Inspection (DAI)
21	Management, Easy-to-Use Deployment and Control Features
22	Switch should have a console port with RS-232 Interface for configuration and diagnostic purposes.
23	Switch should be SNMP manageable with support for SNMP Version 1, 2 and 3.
24	Switch should support TELNET and SSH Version-2 for Command Line Management.
25	Switch should support 4 groups of embedded RMON (history, statistics, alarm and events).
26	Support for Unidirectional Link Detection Protocol (UDLD) to detect unidirectional links caused by incorrect fiber-optic wiring or port faults and disable on fiber-optic interfaces
27	Layer 2 trace route eases troubleshooting by identifying the physical path that a packet takes from source to destination.
28	Standards
29	Should be RoHS Compliant.

30	Should support IEEE 802.1x support.
31	Should support IEEE 802.3x full duplex on 10BASE-T and 100BASE-TX ports.
32	Should support IEEE 802.3u 10 BaseT / 100 Base Tx /1000 Base Tx.

2. LAN for supplied 24 nodes

SR. No.	Specifications
1	Structure cabling international standards inclusive of supply, fixing and installation of all items and accessories such as CAT 6 cable, IO, PVC conduit/channel, patch cords, jack panel, wall mount racks etc

3. Wi-Fi Access Point

SR. No.	Feature	Specifications
1	Wi-Fi Access Point	IEEE 802.11 a/b/g/n/ac, Access Point having antenna with at least one Ethernet 10/100/1000 port
2		Input supply With power adaptor for Indian environment
3		Support MIMO
4		Security 802.1i, WPA2, WPA, 802.1x, AES/TKIP, EAP/TLS

4. Computer Server

SR. No.	Feature	Specifications
1	Processor type	1X Quad Core Processor Min 2.4 GHz, Min 8 MB L3 Cache
2	Systems Bus	1333 MHz Front Side Bus
3	Standard Memory	Minimum 8 GB DDR3 SDRAM
4	Internal Hard Disk Drive	2 X 1TB with 7.2K rpm or higher
5	Internal Drive Bays	Should support at least 4 Hot pluggable hard disks
6	Optical Drive	Minimum 12X or higher DVD +/- R/W
7	Chipset	Latest Generation Chipset
8	Network Interface Card	Ethernet 10/100/1000 Mbps
9	External I/O ports	Serial -1; VGA- 1; Network RJ-45 -1;USB Port – 6;
10	Expansion Slots	Minimum 2 X16 PCI - Express Hot plug slots, 64 Bit/133MHz or Higher
11	Compatible Operating Systems	Microsoft Windows Server & Linux
12	OS	Should be supplied with Licensed Preloaded latest Windows Server(Educational Version) with Microsoft Security Essential enabled

<i>Note: The above item must be eco friendly & RoHS complied</i>		

5. Desktop PC

SR. No.	Feature	Specifications
1	Processor type	Latest Generation Dual Core or higher Processor, 2.4 GHz or higher with 3MB L3 cache, 1333 MHz or higher
2	Chipset	Compatible chipset supporting above mentioned processor
3	Power	The system should be energy efficient
4	Standard Memory	Min 4 GB DDR3 SDRAM
5	Internal Hard Disk Drive	500 GB SATA HDD with 5.4K/7.2K RPM
6	Monitor	Minimum 17" or higher standard Color TFT/LCD, Same Make as OEM
7	Keyboard & Mouse	Standard Keyboard & Optical Scroll Mouse with same make
8	Optical Drive	8X or higher DVD +/- R/W
9	Graphics	Full HD Graphics
10	Network Interface Card	Ethernet 10/100/1000 Mbps
11	Wireless Connectivity	IEEE 802.11 b/g/n WLAN
12	External I/O ports	VGA- 1, Network RJ-45 -1;USB Port – Min 4, audio port -1, Speaker jack-1.
13	Expansion Slots	1 X PCI
14	Speaker	In Built
15	Webcam	HD Webcam with USB Interface along with microphone
16	Input Supply	As Indian conditions environment with compatible power cable
17	Compatible Operating Systems	Microsoft Windows, Linux
18	OS	Should be supplied with Licensed preloaded latest Windows 8 or higher OS (Educational Version) with Microsoft Security Essential enabled

Note: The above item must be eco-friendly & RoHS complied

6. Laptop

SR. No.	Feature	Specifications
1	Processor type	Latest Generation Processor with latest version, 1.6 GHz or higher and 3MB L3 cache
2	Systems Bus	1333 MHz Front Side Bus or higher
3	Memory	4 GB DDR3 SDRAM
4	Internal Hard Disk	Minimum 500 GB with 5.4K/7.2K RPM

	Drive	
5	Display	Minimum 14 inch
6	Optical Drive	8X or higher DVD +/- R/W
7	Chipset	Latest Compatible Chipset
8	Graphic Card	HD Graphics
9	Webcam	HD Webcam
10	Network Interface Card	Ethernet 10/100/1000 Mbps
11	Wireless Connectivity	Built in IEEE 802.11 b/g/n & Bluetooth
12	External I/O ports	VGA- 1 Network RJ-45 -1; USB Port – Minimum 2, HDMI port-1, Speaker jack-1, Multi card reader slot -1 & Mic Jack-1,
13	Compatible Operating Systems	Microsoft Windows
14	OS	Should be supplied with Preloaded Windows 8 or higher OS (Educational Version) with Microsoft Essential enabled
15	Battery Backup	Minimum 4 hours Battery Backup
16	Input Power Supply	With power adaptor for Indian conditions environment with compatible power cable
17	Carrying Case	Must provide with the Same Brand
18	Weight	2.6Kg or lesser weight

7. Microsoft Office Software (Educational Version)

SR. No.	Specifications
1	Latest compatible Educational version
2	Reliability
3	Security
4	Up to date
5	Privacy
6	Administration
7	To work & train on Word Documents, Presentations, Excel, & other related office software

8. Laser Printer cum Scanner

SR. No.	Feature	Specifications
1	Multi Function	Print (B&W), Copy, Scan
2	Resolution	1200 x 1200 dpi for Scanning 600 x 600 dpi for Printing

3	Speed	A4: Minimum 18 ppm
4	Paper Size, Paper Feed	A4, Tray for A4 plain paper (at least 100 sheet tray)
5	Duty Cycle	Minimum 8000 pages
6	Interface	USB interface should be available to use as a local printer & Built in Ethernet Network
7	OS Compatibility	Software drivers for Supplied OS/Windows XP/ Vista / Windows 7/8/ Linux and Mac.
8	Input Power supply	for Indian conditions environment with compatible power cable
9	Cables	USB printer cable, Power cable and Ethernet cable

9. Projector

SR. No.	Feature	Specifications
1)	Optical specifications	
a	Brightness	Minimum 2500 lumens, Computer compatibility,
b	Contrast ratio	Minimum 1000:1
c	Aspect ratio	Min. 4:3,
d	Lamp life	Min. 5000 Hours
e	Interface	S-Video, Composite HDMI, Analog RGB/DVI,
f	Resolution	Minimum display resolution :1024x768 dots
g	Input Supply	for Indian conditions environment with compatible power cable
<i>Note: The above item must be eco friendly & RoHS complied</i>		

10. Electronic Interactive White Board

SR. No.	Feature	Specifications
1	Active Size	Minimum 77/78" diagonal
a)	Board surface	Scratch resistant surface; maintenance free
b)	Aspect Ratio	16:9
c)	Writing Tools	Pen/ stylus/ finger
d)	Power Supply	AC 220 -240V 50/60 Hz

e)	Computer Compatibility	As per specifications of Server/Desktop/laptop
f)	Computer Interface	USB
2	Accessories	USB Interface cable Electronic Pen & Pen holder Eraser Markers (1 Black, 1 Red, 1 Blue) Software (CD-ROM) Wall Mounting Operating Instructions & Installation Manual

11. Uninterrupted Power Supply (UPS) 5 KVA

S. No.	Description
1.	Technology Microprocessor controlled True On-line using IGBT as switching devices.
2.	User Interface LED display for: UPS on, Line on, Battery operation, Inverter overload
3.	Power Rating 5 KVA
4.	Electrical Input Rated Voltage: Single Phase 230 VAC Voltage Range: 175~270V Frequency Range : 40Hz~60Hz Power Factor : ≥ 0.85 Efficiency Overall : $>85\%$
5.	Electrical Output Voltage : 230VAC Frequency : 50Hz +/- 0.2Hz
6.	Protections: a) Input Over / Under Voltage, b) Phase Fail, c) Overload at the Output d) Output AC Over/Under Voltage, e) Battery Short Circuit
7.	Alarms: a) Mains Fail, b) Low Battery, c) Overload
8.	Battery Sealed lead acid battery, maintenance free with steel rack for battery housing with all required accessories Backup Time: 30 Minutes AMBIENT PARAMETERS Operating Temperature : 0 to 40C Humidity : 20 to 90% Audible Noise : Less than 55 db Quality Standard : ISO Certification

12. Uninterrupted Power Supply (UPS) 8 KVA

S. No.	Description
1.	Technology Microprocessor controlled True On-line using IGBT as switching devices.
2.	User Interface

	LED display for: UPS on, Line on, Battery operation, Inverter overload
3.	Power Rating
	8 KVA
4.	Electrical Input
	Rated Voltage: Single Phase 230 VAC
	Voltage Range: 175~270V
	Frequency Range : 40Hz~60Hz
	Power Factor : ≥ 0.9
	Efficiency Overall : $>90\%$
5.	Electrical Output
	Voltage : 230VAC
	Frequency : 50Hz +/- 0.1Hz
6.	Protections: a) Input Over / Under Voltage, b) Phase Fail, c) Overload at the Output d) Output AC Over/Under Voltage, e) Battery Short Circuit
7.	Alarms: a) Mains Fail, b) Low Battery, c) Overload
8.	Battery
	Type: Sealed lead acid battery, maintenance free with steel rack for battery housing with all required accessories.
	Backup Time: 30 Minutes
	AMBIENT PARAMETERS
	Operating Temperature : 0 to 40C
	Humidity : 20 to 90%
	Audible Noise : Less than 55 db
	Quality Standard : ISO Certification

13. Maintenance free Earthing system

1.	<ul style="list-style-type: none"> The maintenance free earthing shall ensure ground to neutral voltage of less than 2 volts close to ICT Centres/lab. The earthing system shall be integrated with electricity system provided terminated at ICT Centers, the acceptable Earth Resistance at earth busbar will not be more than 2ohm. Earth enhancement material shall have resistivity of less than 2 ohms-meter and suitable for installation in dry form or in a slurry form Earth enhancement material shall have high conductivity and humidity retention capability and shall not depend on the continuous presence of water to maintain its conductivity. All materials & equipment and earthing shall confirm to the relevant Indian Standards & Electricity Rules and shall be of the approved make and design.
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14. Training to the teachers/ officers

1.	Training to the specified teachers/ officers/staff	5 days training program on Computer Overview, Operating System, MS Office, Computer Diagnostic Utilities, Computer security, Internet/ Email etc.
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15. Manpower Services

1.	Qualification	Minimum qualification: Graduate in Computer/ IT/ Electronics engineering
2.	Payment for	As per Annexure – III

	services	
3.	Place of deployment	In the schools under Directorate of Education (DoE), U. T. of Daman & Diu and under Directorate of Education (DoE), U. T. of Dadra Nagar Haveli/ user to be specified by ERNET India across the country
5.	Duties to be attended	As per the details given in this tender document

16. Electrical Wiring Installation

1	Industry Standards Electrical Cabling in conformity with Govt. guidelines with 28 Nos. power points 5/15 ampere (as per requirement) for equipments
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17. Computer Furniture (ISI Marked) for the supplied equipments as above

1.	Computer Table	Sunmica Top/ Polyurethane (PU) Paper lamination having facility for keeping CPU, Monitor and Keyboard (pull out). Also a hole/conduit for LAN cable through it.
2.	Computer Chair	Revolving Chair without arms rest
3.	Printer cum Scanner Table	Sunmica Top/PU Paper lamination having facility for keeping LJ Printer & Scanner. The table will have locker (cabinet) to safely keep loose h/w, cables etc.

Note: The above items & quantity may increase/decrease/add/drop as per requirement.

Annexure-III**PRICE SCHEDULE FOR THE SUPPLY OF ICT INFRASTRUCTURE**

To,

The Director & Head Projects & Training
ERNET India
Jeevan Parkash Building, 10th floor,
KG Marg, CP, New Delhi-110 001

Tender No. _____ Date of Opening

We _____ hereby certify that we are a partnership firm/Society/Pvt. Ltd. Co./Ltd. Co./Others (specify) constituted under _____ (applicable law) and having our Regd./Main office at _____ established firm of manufactures/authorized agents of M/s. _____ 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:

For ICT Infrastructure

Sr. No.	Item description	Total Qty	*Unit price in INR (A)	Service Tax (B)	CST/VAT/ Sales Tax/other taxes ©	Total unit price in INR (A+B+C+)	Total Price In INR
1	LAN Switch	64					
2	LAN for supplied 24 nodes	64					
3	Wi-Fi Access Point	64					
4	Computer Server with Licensed Latest Windows Server OS	64					
5	Desktop Computers with Licensed Windows 8 or latest OS	1280					
6	Laptop with Licensed Windows 8 or latest OS	64					
7	Latest Licensed MS Office Software (Educational Version)	1408					
8	Laser Printer cum Scanner	64					
9	Projector	64					
10	Electronic Interactive White Board	64					
11	5KVA UPS	32					
12	8KVA UPS	32					
13	Maintenance Free Earthing system	64					

Sr. No.	Item description	Total Qty	*Unit price in INR (A)	Service Tax (B)	CST/VAT/ Sales Tax/other taxes ©	Total unit price in INR (A+B+C+)	Total Price In INR
14	Training to the teachers/ officers	128					
15	Manpower services	64					
16	Electrical Wiring Installation for supplied 28 equipments	64					
17	Computer Furniture (ISI Mark)	Computer Table	525				
		Computer Chair	525				
		Printer cum Scanner Table	25				
18	On site Comprehensive Annual Maintenance Charges of supplied items i.e. ICT Infrastructure with accessories except furniture & manpower services for 4 th year after completion of Three years free warranty period	1 Year					
19	On site Comprehensive Annual Maintenance Charges of supplied items i.e. ICT Infrastructure with accessories except furniture & manpower services for 5 th year after completion of 4 th year of AMC and Three years free warranty period	1 Year					
Total Price (X)							

For Manpower Services

S/N	Item/ Service	Payment for Services per month per Manpower in Rs. (A)	Quantity (B)	Bidder's Fee for Services in Rs. (C)	Service tax as applicable in Rs. (D)	Total in Rs. E = (A x B)+C+D
1.	Manpower Services	25,000 (1 st Year)	64			
2.		25,750 (2 nd Year)	64			
3.		26,523 (3 rd Year)	64			
4.		27,318 (4 th Year)	64			
5.		28,138 (5 th Year)	64			
Total Price (Y)						

Grand Total {Total (X) + Total (Y)} =

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.
- All items are quoted along with necessary accessories and software.
- All the equipment and components quoted have three years comprehensive warranty. The comprehensive warranty includes on- site warranty with parts/spares as per tender conditions.
- 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.
- 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 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.

10. Bid security for an amount equal to Rs./- is enclosed in the form of Bank Draft/Pay Order/ Bank Guarantee/EMD Fixed Deposit.
11. We understand that payment will be released after deduction of TDS and WCT or any other applicable taxes wherever applicable.

(Signature and seal of Manufacturer/ Bidder)

Dated _____

Annexure - IV**A. Tentative List of Schools under DoE, Daman & Diu**

S/N	Name of the School	Address	No. of Labs
1	Govt.High School,Pariyari	Pariyari,Moti Daman	1
2	Govt.High School,Patlara	Patlara,Moti Daman	1
3	Govt.High School,E/M Nani Daman	Opp.Custom House,Nani Daman	1
4	Govt.High School,Varkund	School Falia,Varkund,Nani Daman	1
5	Govt.High School,Marwad	Devka Road,Marwad,Nani Daman	1
6	Govt.High School,Dunetha	Near Panchayat,Dunetha	1
7	Govt.High School,Damanwada	Jampore Beach Road,Moti Daman	1
8	Institute of Our Lady Fatima	Fort Area,Moti Daman	1
9	Govt.Higher Secondary School,Moti Daman	Fort Area,Moti Daman	1
10	Govt.Higher Secondary School Zari,Moti Daman	Zari, Moti Daman	1
11	Govt.Higher Secondary School Kachigam,Nani Daman	Ringanwada Road Kachigam,Nani Daman	1
12	Govt.Higher Secondary School Dabhel,Nani Daman	Vapi Daman Road Somnath,Nani Daman	1
13	Sarvajanik Vidhyalaya Daman	Near S.T.Bus Stop, Nani Daman	1
14	Machhi Mahajan English Medium School	Near Satyanarayan Temple Nani Daman	1
15	Govt.High School (Boys) Ghoghla	Ghoghla,Diu	1
16	Govt.High School (Girls) Ghoghla	Diu	1
17	Govt.High School Fudam	Diu	1
18	Govt.High School Dagachi	Diu	1
19	Govt.High School Soudwadi	Diu	1
20	Govt.High School Nagao	Diu	1
21	Nirmala Mata High.School,Diu	Diu	1
22	Govt.Higher Secondary School Vanakbara	Vanakbara,Diu	1
23	Govt.Higher Secondary School (Girls)Ghoghla	Ghoghla,Diu	1
24	Govt.Higher Secondary School Bucharwada	Diu	1
25	Govt.Higher Secondary School (Girls) Vanakbara	Vanakbara,Diu	1
Total Labs			25

B. Tentative List of Schools under DoE, Dadra Nagar Haveli

Sr. No.	School Name	Address	Pin Code	No. of Labs
1.	Government Higher Secondary School Tokarkhada Silvassa (Gujarati Medium)	Post Office : Silvassa, Dadra & Nagar Haveli.	396230	2
2.	Govt. High School, Sindoni	PO : Mandoni, Sindoni, Dadra & Nagar Haveli.	396230	1
3.	Govt. High School, (Zanda Chowk), Silvassa	PO : Dadra, Dadra & Nagar Haveli.	396230	2
4.	Govt. High School, Amboli.	PO : Amboli, Dadra & Nagar	396230	1

		Haveli.		
5.	Govt. High School, Bedpa.	PO : Mandoni, Bedpa, Dadra & Nagar Haveli.	396230	1
6.	Govt. High School, Dapada.	PO : Dapada, Dadra & Nagar Haveli.	396240	1
7.	Govt. High School, Dokmardi.	PO : Silvassa, Dadra & Nagar Haveli.	396230	1
8.	Govt. High School, Dudhani.	PO : Dudhani, Dadra & Nagar Haveli.	396230	2
9.	Govt. High School, Falandi.	PO : Kilvani, Falandi, Dadra & Nagar Haveli.	396230	1
10.	Govt. High School, Kharadpada.	PO : Naroli, Kharadpada, Dadra & Nagar Haveli.	396235	1
11.	Govt. High School, Mandoni.	PO : Mandoni, Dadra & Nagar Haveli.	396230	1
12.	Govt. High School, Morkhal.	PO : Randha, Morkhal, Dadra & Nagar Haveli.	396230	1
13.	Govt. High School, Sili.	PO : Kilvani, Sili, Dadra & Nagar Haveli.	396230	1
14.	Govt. High School, Surangi.	PO : Dapada, Surangi, Dadra & Nagar Haveli.	396230	1
15.	Govt. Higher Secondary School (Tokarkhada) Marathi Medium.	PO : Silvassa, Dadra & Nagar Haveli.	396230	2
16.	Govt. Higher Secondary School (Tokarkhada), English Medium Silvassa.	PO : Silvassa, Dadra & Nagar Haveli.	396230	2
17.	Govt. Higher Secondary School, Dadra.	PO : Dadra, Dadra & Nagar Haveli.	396193	2
18.	Govt. Higher Secondary School, Galonda.	PO : Kilvani, Galonda, Dadra & Nagar Haveli.	396230	2
19.	Govt. Higher Secondary School, Khanvel Gujarati Medium.	PO : Khanvel, Dadra & Nagar Haveli.	396230	2
20.	Govt. Higher Secondary School, Khanvel Marathi Medium.	PO : Khanvel, Dadra & Nagar Haveli.	396230	2
21.	Govt. Higher Secondary School, Naroli.	PO : Naroli, Dadra & Nagar Haveli.	396235	2
22.	Govt. Higher Secondary School, Rakholi.	PO : Rakholi, Dadra & Nagar Haveli.	396240	2
23.	Govt. Higher Secondary School, Randha.	PO : Randha, Mota Randha, Dadra & Nagar Haveli.	396230	2
24.	Gyanmata High School	P.O. Khanvel, Dadra & Nagar Haveli	396230	1
25.	Isu Ruday Dapada	P.O. Dapada, Dadra & Nagar Haveli	396230	1
26.	St. Francis Xavier High School, Dudhani	P.O. Dudhani, Dadra & Nagar Haveli	396230	1
27.	Gulab Mariya, Sindoni	P.O. Sindoni, Dadra & Nagar Haveli	396230	1
			Total Labs	39

Note: No. of Schools/Computer labs. may increase/decrease/add/drop as per requirement.

Annexure - V

**DECLARATION
(On Original Letter Head of the Bidder)**

To,

The Registrar & CPO,
10th Floor, Jeevan Prakash Building
25, K.G. Marg, New Delhi – 110 001

Dear Sir,

Subject: Tender for supply, Installation & Commissioning of ICT Infrastructure (i.e. Computer Hardware, Software, Printer cum Scanner, Projector, LAN, Wi-Fi, UPS), Teacher Training, Manpower Services, Computer Furniture, and Maintenance thereof

1. We are not involved in any major litigation that may have an impact on compromising the delivery of services or affect in supplying ICT Infrastructure & manpower services as required under this tender.
2. We are not black-listed by any Central/State Government/Public Sector Undertakings/Autonomous Bodies under Central/State Government/ Any Other Organization.

(Signature of Authorized Person)

Place:

Name:

Designation:

Date:

Office Seal:

Witness with Signature:

1) Name & Address:

2) Name & Address:

Annexure - VI

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:

We a firm/Pvt. Ltd. Co.

, having registered office at

do hereby solemnly affirm and declare as under:

That we 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 our knowledge and belief and I undertake to produce relevant records before the ERNET India 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 us and we are 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 ERNET India or Department of Electronics Information Technology, Government of India for the purpose of assessing the domestic value addition, we will be disqualified from any Government tender for a period of 36 months. In addition, we will bear all costs of such an assessment.

That we 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 our EMD and other security amount towards such assessment cost and we undertake to pay the balance, if any, forthwith.

we agree to maintain the following information in the 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.>

Annexure -VII**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,
KG Marg, CP, 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 :

Annexure – VIII

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,
KG Marg, CP, 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 Guarantee 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 :

ERNET India MANDATE FORM
Electronic Clearing Service (Credit Clearing)/Real Time Gross Settlement (RTGS) Facility for
Receiving Payments

A. DETAILS OF ACCOUNT HOLDER

Name of Account holder	
Name and Designation of the Authorized Signatories	
Complete Contact Address	
Telephone/Fax/Email	
Constitution of the Account Holder viz. Prop. Firm/Partnership/Pvt. Ltd./Ltd. Co. /LLP/ Coop Society /Society/Trust/AOP/etc.	

B. BANK ACCOUNT DETAILS

Bank Name	
Branch Name with complete Address , telephone, fax, email etc.	
Permanent Account Number	
Type of Bank Account Number (Savings / Current)	
Complete Bank Account No.	
MICR Code of the Bank	
IFSC Code of the Bank	

Date of effect:

I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not affected at all for the reasons for incomplete /incorrect information I/we would not hold ERNET India responsible. I/we have read the communication and I/we agree to discharge the responsibility expected from me as a supplier/service provider.

(Signature of the Vendor)

Date:

Certified that the particulars furnished above are correct as per our records.

Self certified copies of the following documents needs to be enclosed:

- iv) PAN Card
- v) Registration Certificate viz. TIN/Service Tax/WCT
- vi) Copy of cancelled cheque