

**ERNET India**  
 (An Autonomous Scientific Society under Department of Electronics &  
 Information Technology, GoI)  
 10<sup>th</sup> Floor, Jeevan Prakash Building,  
 25, K.G. Marg,  
**New Delhi – 110 001.**

No. EI-D/Tech/01/0810/2014-WAN  
 Dated: 16.04.2015  
 Pre bid date: 04.05.2015 at 11.00 AM  
 Due Date: 29.05.2015 at 3.00 PM  
 Opening of Bids: 29.05.2015 at 3.30 PM

**Subject: Tender for Supply & Installation of Mid-range Servers & Ethernet Switches for ERNET India.**

1. **ERNET India**, an Autonomous Scientific Society under Department of Electronics & Information Technology, Govt. of India, is a Class 'A' Internet Service Provider for the Education and Research community in India.
2. ERNET India is a nodal network for integrating education & research institutions in the country. Internet service is one of the services being provided by ERNET India to these institutions. The services are provided through 11 Points of Presence (PoPs) located at the premier education & research institutions in the country. All these PoPs are connected on high-speed backbone with international connectivity. More than 1000 educational and research institutions are connected on the Network through these nodes.
3. Sealed tenders are, invited from the reputed manufacturers or their authorized representatives for Supply and Installation of Mid-range servers and Ethernet Switches to set-up monitoring systems for ISP environment at different POPs of ERNET India. The ERNET POPs where these equipments are to be supplied are
  - i) ERNET PoP at New Delhi/ NCR
  - ii) ERNET PoP at Bangalore,
  - iii) ERNET PoP at IIT Guwahati

The ERNET POP address and contact persons will be provided along with purchase order

4. The bidders will submit technical bids along with complete Bill of Materials and make and model no. of each item to be used for the solutions offered by them.
5. ERNET India has prepared bill of material and is given in Annexure-1. The items should be delivered at respective sites as per detail given in Annexure-1.
6. Comparative statements and the evaluation of the tender will be made based on the quantity mentioned in Annexure-1. The prices of equipments are for Rate Contract for 2 years from the date of signing the agreement. Purchase orders would be placed during the rate contract period as per requirement.
7. The selected bidder(s) shall be empanelled with ERNET India for a period of 24 months, which can be extended for a further period of one year as decided through mutual consent.

Rates quoted shall be valid for the period of empanelment and the extended period for similar specific requirement. The empanelled bidder(s) shall have to enter into a written agreement with ERNET India for honoring all tender conditions and warranty maintenance support, in executing the purchase orders placed by ERNET India.

8. 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.

The following instructions should be carefully noted:

#### GENERAL CONDITIONS

1. The bidder must be a reputed manufacturer or his authorized representative of the type of product offered. The authority from the manufacturer/distributor must be submitted along with the bid. **The bids received without authority will liable to be rejected.**
2. 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.2,000/- drawn in favour of "ERNET India", New Delhi. Tender document can also be downloaded from ERNET Website or CPP Portal and the tender fee (in the form of Demand Draft/Banker's Cheque) can be submitted along with technical bids by the bidders.
3. Quotations should be submitted in two separate sealed covers. First cover indicating, "**COVER FOR TECHNICAL SPECIFICATION**" should consist of only technical specification of the system offered along with literature, pamphlets, etc. including detailed Bill of materials and network diagrams for the proposed solutions. Technical Bid should contain complete technical specifications, make and model of the items, and commercial terms etc. of the system 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 price details also. **Both the covers should first be sealed separately,** and then both the covers 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.

Envelope should bear the inscription.

**"Quotation for Supply & Installation of Mid-range Servers & Ethernet Switches for ERNET India, New Delhi"**

No. EI-D/Tech/01/0810/2014-WAN

Due Date: 29.05.2015 at 3.00 PM

Opening of Bids: 29.05.2015 at 3.30 PM

4. A pre-bid meeting is scheduled to be held on 04.05.2015 at 11.00 AM at ERNET India, Room. No. 2073, Electronics Niketan, 6, CGO Complex, New Delhi – 110003. All the prospective bidders who have bought the tender are requested to submit their queries to the undersigned by hand only by 04.05.2015 at 10.00 AM. To deliberate the queries, bidders are requested to attend the above stated pre bid meeting. Response of ERNET India to the queries of the bidders and any additional information will be uploaded on ERNET Website & CPP Portal by 08.05.2015.
5. Bids should be valid for a minimum period of 225 days after the due date.

6. The Bids must reach the undersigned on or before the due date, i.e., on **29.05.2015 by 3.00 p.m.** Bids received after the due date & time is 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.
7. The rates should be quoted in Indian Rupees for delivery at the respective premises of ERNET India. All prices shall be fixed and shall not be subject to escalation of any description. The rates must be quoted as per the bill of materials provided in **Annexure-I.** Price comparison will be made as per bill of material specified in **Annexure – I.**
8. The technical specifications for the equipments have been provided by the agency who will be implementing the Monitoring System. The agency has asked to strictly adhere to specifications for smooth implementation of Monitoring System. The bidder must ensure that quoted items are strictly as per specifications given in Annexure-II.
9. The bidder will ensure the co-ordination for the supply, installation and maintenance of the equipments for a period of 3 years.
10. Govt. Levies like sales tax, service tax, octroi, WCT etc., if any, shall be paid at actual rates applicable on the date of delivery. Rates must be quoted as per table-I and table –II giving the basic price, Sales Tax etc., if any. Any bid which does not contain table-I and table-II details will be liable for bid rejection. Grand Total of table-I will be used for deciding the L1 bidder.
11. 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.**
12. The bidder must be registered company in India and registration number of the firm along with the LST/CST/WCT/Sale tax No. allotted by the concerned authorities must be submitted in the technical bid.
13. ERNET India reserves the right to accept or reject any bid, drop certain equipments from the tender or cancel the tender proceedings without assigning any reason whatsoever.
14. ERNET India will have the right to reject the components/equipment supplied if it does not comply with the specifications at any point of installation/ inspection.
15. 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. **Quotations with incomplete technical details shall be rejected.**
16. Bidder must sign all pages of quotation and drawings forwarded with the quotation.
17. In case of any discrepancy between rates mentioned in figures and words, the latter shall prevail.
18. Bidder should quote for all the items.

19. Any attempt of negotiation directly or indirectly 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.
20. The bidder will have to arrange for all the testing equipment and tools required for installation, testing, maintenance etc.
21. The bidder must give clause-by-clause compliance for the technical specification of the equipments in their technical bids.
22. The bidder must give clause-by-clause compliance for all the general terms and conditions of the tender document in their technical bid.
23. The bidder will declare and submit that ERNET India will have no license related issues after installation of the products being supplied.
24. The bidder will submit bank details as per Annexure – IV in the tender document.

25. **INSPECTION**

ERNET India or its representative shall have the right to inspect or to test the items to confirm their conformity to the ordered specifications. The supplier shall provide all reasonable facilities and assistance to the 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 either replace the rejected goods or make all alterations necessary to meet specification required, free of cost to ERNET India.

26. **EARNEST MONEY DEPOSIT ( EMD) and PERFORMANCE BANK GUARANTEE (PBG)**
- a) Each quotation must be accompanied by Earnest Money Deposit of **Rs1,50,000/- (Rupees One Lakh Fifty Thousand only)** shall be in the form of Demand Draft/Pay Order/Bank Guarantee of any Scheduled 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.**
  - b) Earnest Money is liable to be forfeited and bid is liable to be rejected, if the bidder withdraws or amends, impairs or derogated from the tender in any respect within the period validity of the tender.
  - c) The earnest money of all the unsuccessful bidders will be returned after placement of order on the selected vendor. No interest will be payable by ERNET India on the Earnest Money Deposit.
  - d) The Earnest Money of successful bidder shall be returned on acceptance of PO and submission of PBG to cover delivery, installation and warranty period of 40 months (liability period).

- e) The successful bidder shall have to submit the 10% of PO value as performance bank guarantee (PBG) within 15 days of issue of PO. The same shall be returned after the end of liability period plus 3 months.

27. **WARRANTY / AMC**

- a) Warranty shall include free maintenance of the whole equipment supplied including free replacement of parts and free software upgrades. 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 maintenance including all Hardware's and Software's for 2 years after warranty period is over. The bids received without quotes for Comprehensive Maintenance would be out rightly rejected.
- b) However work order for Comprehensive Maintenance of the items, if required, will be issued after satisfactory completion of warranty period.
- c) The bidder shall ensure supply of the spare parts, for at least a period of 5 years from the date of supply of equipments.
- d) The bidder must have local logistics support, by maintaining a local spares depot for the deployment of the equipment anywhere in the country. This is to ensure immediate delivery of spare parts from the principal vendor of equipment to its channel partners / system integrators.

28. **DELIVERY PERIOD**

The bidder will ensure supply, installation and commissioning of the items as per the purchase order within 8 weeks after placing of purchase order.

Any delay by the supplier in the delivery and installation, shall render the bidder liable to forfeiture of its PBG, imposition of liquidated damage as per para 29 below or cancellation of the purchase order for default.

**The bidder will have to make payment for Octroi and other taxes for dispatching the materials to respective ERNET POPs.**

29. **LIQUIDATED DAMAGES**

If the bidder fails to deliver any or all of the goods or fails to complete the installation within the period specified in the purchase order, ERNET India shall without prejudice to its other remedies, deduct as liquidated damage 1 % of the price of the PO value per week or part thereof subject to a maximum of 10%.

30. Rates quoted by the bidder shall be final and no negotiation will be held.

31. **PAYMENTS TERMS:**

90% payments for the items supplied as per the purchase order will be released only after supply, installation and commissioning/ acceptance of the items. Remaining 10% of payments will be released after the warranty period of 3 years from the date of installation. However, ERNET may consider for release of 10% payments mentioned above, against

Performance Bank Guarantee provided as detailed in point 26(d) and 26(e). Bidder will be required to give a request to this effect.

32. Cost comparison will be made strictly as per Bill of Material detailed in Annexure-I.

33. **Domestic Manufacture Clause**

- (I) 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-III mentioning the percentage of domestic value addition (in terms of BOM) for each quoted item/product under a schedule to avail any applicable preference at the time of placing of purchase orders.
- (II) 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.
- (III) Bidders who do not provide the undertaking shall not be considered for receiving this preference.
- (IV) The bidder quoting false information will be cancelled and the EMD will be forfeited.

33. **ELIGIBILITY CRITERIA:**

- a) The bidder must have an annual turnover of above Rs. 5 crore in the last three financial years. The Bidder should be profit making company in last three years with positive net worth. Attested audited copies of the bidders' annual reports/ balance sheet for the last 3 years have to be attached along with a certificate from a Chartered Accountant on his letter head confirming annual turnover, net profit, positive networth & average annual turnover during these years.
- b) 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:
  - Authorization for bidder to bid against this tender specifically
  - Undertake that the support including spares, patches, upgrades, updates, etc. for the quoted products/software shall be available for next 5years from the date of successful installation & acceptance of the project.
- c) The bidder is allowed to offer products from only ONE OEM against each item. Options of multiple OEM products should not be quoted and such bids shall be rejected. An undertaking to this effect must be submitted by the bidder.
- d) The bidder must have either their own regional offices or the regional office of their partner in the city where ERNET PoP's are located to support the equipment being supplied to different POPs of ERNET India.  
The documentary proof regarding the agreement (on non-judicial stamp paper) with the partner must be provided. The bids without documentary proof shall not be considered. In such cases the prime responsibility to meet the support obligations as per the tender requirement will be on the bidder.

- e) 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 three nos of same types of orders (each order for a minimum of Rs. 20 lakhs) OR at least two order of same type with a minimum of Rs. 30 Lakhs OR at least one order of same type with a minimum of Rs. 40 Lakhs to any State government/Central government/Public sector organizations/Autonomous government organizations. The documentary proof for the same must be enclosed.
- f) The Bidder should have been in the business of Networks & IT infrastructure implementation and integration related activities for at least past 5 years. The Bidder shall submit the declaration duly signed and stamped by Bidder's authorized signatory regarding these along with the documentary proofs in the bid. A copy of the purchase orders should be submitted as a proof.
- g) 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.
- h) The bidder should not have been barred or black-listed by any of the central/state govt. departments/organizations/PSUs. A self-declaration certificate from the authorized signatory should be submitted.
- i) 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 with their registered office in India for the last five years as on 31st Dec 2014. Copy of valid Certificate of Registration attested by Company Secretary/ Authorized Signatory should be submitted by the bidders.
- j) The bidder should have an office in the Delhi / NCR with a Toll Free number.
- k) The bidder should give unconditional compliance & undertaking in respect of the following clause for all equipment/services/software which would be procured & installed by ERNET specifically in its own ERNET network only: "All the equipment & devices should be properly configured. There should not be any deliberated vulnerability left in the equipment". An undertaking to this effect should be given by the bidder/OEM".
- l) All offered products, softwares & components should support seamless inter-operability among them. There should be no compatibility issue among the supplied products, software & components etc. All offered products, softwares & components should be as per IEEE standards. An undertaking to this effect should be submitted by the bidder.
- m) The bids received without Compliance statements/ documentary proofs / supporting documents will liable to be rejected.

Yours faithfully,

(Bhupal Singh)  
Registrar & CPO

**Annexure - I****PRICE SCHEDULE FOR THE SUPPLY OF .....**

To,

The Registrar & CPO,  
 ERNET India  
 10<sup>th</sup> Floor, Jeevan Prakash Building,  
 25, K.G. Marg,  
 New Delhi -110 001.

Tender No. \_\_\_\_\_ Date of Opening .....

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

**Table - I**

<b>Sl. No.</b>	<b>Description of the items.</b>	<b>Qty.</b>	<b>Unit Price (In INR )</b>	<b>Total Price (In INR)</b>
1	Servers as per specifications given in Annexure – II with Red Hat Enterprise Linux 6.4 (64 bit). The servers from OEMs (HP, IBM or DELL) are to be quoted. (2 Nos. of servers for each site)	6 Nos.		
2	Ethernet Switches as per specifications given in Annexure - II	3 Nos.		
3	4 Port KVM Switch, Keyboard, Mouse, 15" TFT rack mountable foldable monitor (1 no each of KVM Switch, Keyboard, Mouse, monitor at each site)	3 Nos.		
4	42U OEM Server rack as per specifications given in Annexure – II	3 Nos.		
5	AMC Charges for the items 1 - 4 (Items wise on per year basis) after 3 years of warranty	2 years		
6	Any Other charges, if applicable (Please specify)			
7	Grand Total			



Table – II

Break up of Price (in Indian Rupees)						
Ex-Factory Price	Sales Tax as applicable	Service Tax, as applicable	Packing and forwarding charges in detail	Freight to Destination at site	WCT/Other charges (if any)	Total free delivery price
A	B	C	D	E	F	G

1. 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.
2. 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.
3. Bid security for an amount equal to Rs. ....../- is enclosed in the form of Bank Draft/Pay Order/ Bank Guarantee.

\_\_\_\_\_  
(Signature and seal of Manufacturer/Bidder)

Dated \_\_\_\_\_ 2015

## Annexure - II

## Technical Specifications of the Ethernet Switches, Mid-range Servers and racks

*Specifications: Ethernet Switch*

(OEM: Extreme Networks)

S.No.	Specifications
<b>A</b>	<b>Functional Requirements</b>
1.	1U Rack Mountable switch
2.	230V–50Hz powersupply
3.	<ul style="list-style-type: none"> <li>• 24x10/100/1000Mbps RJ45 Ethernetports</li> <li>• 4x 1000Base-SX up link ports</li> <li>• Non-blocking, wire-speed L2/L3 Switching performance for all ports</li> </ul>
4.	VLANs:Multiple VLAN with Inter VLANRouting.
5.	VLAN support for <ul style="list-style-type: none"> <li>• 802.1Q tag-based VLANs and trunking</li> <li>• Protocol-based VLAN</li> <li>• Management VLAN</li> <li>• No. of VLANs 4000</li> </ul>
6.	IEEE802.3adLinkAggregationControlProtocol(LACP)
7.	Automaticmedia dependentinterfacecrossover(MDIX)
8.	Basic static and Routing Information Protocol (RIP) routing functions
9.	QoS intelligence to prioritize delay-sensitive and high-bandwidth network traffic
10.	Spanning Tree Protocol <ul style="list-style-type: none"> <li>• IEEE 802.1D Spanning Tree</li> <li>• IEEE 802.1w /s Rapid Spanning Tree, Multiple Spanning Tree</li> </ul>
11.	802.1pclassofservice(CoS)anddifferentiatedservices codepoint(DSCP)
12.	SupportforIPv6switchinginhardware
<b>B</b>	<b>Security Features</b>
13.	IEEE802.1xdynamic port basedand Access control (ACL)based security
14.	SecureShell(SSHv2)ProtocolandSimple NetworkManagementProtocolversion3(SNMPv3),Web based (HTTP/HTTPS) managementinterface
15.	Denial-of-service (DoS) attack prevention
16.	<b>LinkAggregation</b> <ul style="list-style-type: none"> <li>• Link aggregation trunking of up to 8 links on a single logical connection</li> <li>• Load balancing of traffic across all the links based on multiple L3-L4 Criteria (IPv4 &amp; IPv6) such as SourceIP+DestinationIP+SourcePort+Destination Port, hashing or any custom algorithm.</li> <li>• Ability to evaluate IP address information from the inner header of an IP-in-IP or GRE tunnel packet.</li> <li>• Load Balancing of MPLS traffic based on labels and the source and destination IP address.</li> </ul>

	<b>Port Mirroring</b> <ul style="list-style-type: none"> <li>• Many-to-one, one-to-many and many-to-many port mirroring.</li> <li>• Port mirroring across switches in a stack.</li> <li>• Port mirroring to logical port (destination) of 8 aggregated links.</li> <li>• Ports should be able to support and receive the traffic from passive TAPs and mirrored ports of other switches.</li> </ul>
17.	TACACS+andRADIUSauthentication
18.	SupportforJumboframes(9216bytes)

### *Specifications - Mid-range servers*

(OEMs: HP or IBM or DELL)

S.No.	Specification	Details
1.	<b>Processor</b>	2X Intel® Xeon® Processor E5-2650 (20M Cache, 2.00 GHz, 8.00 GT/s Intel QPI)
2.	<b>Memory</b>	32 GB, DDRIII,1600MHz expandable to 64 GB
3.	<b>Internal Storage</b>	<b>Min</b> 4x500GB SFF Disks with min 10K RPM
4.	<b>Hard disk Controller</b>	SAS RAID Controller (RAID 5/6) with 512 MB BBWC
5.	<b>Optical Drive</b>	DVDROM
6.	<b>PCI Slots</b>	A minimum of 2 nos. of PCI-Express 3.0 (including one PCIe x16) slots
7.	<b>Graphics</b>	Integrated SVGA graphics interface
8.	<b>Network Interface</b>	4 nos. of Gigabit Ethernet ports (10/100/1000 Mbps) with full duplex/ Wake on LAN/PXE 2.0 /Ethernet Bonding with Load balancing and Failover
9.	<b>I/O Ports</b>	Minimum 5xUSB ports
10.	<b>Power Supply</b>	Hot Plug AC 230V/50Hz, Redundant Power supply
11.	<b>Chassis</b>	Rack Mountable with accessories
12.	<b>Management</b>	Integrated Remote Management controller (enabled). Remote management solution should support ssh, http/httpsprotocols
13.	<b>Supported OS</b>	( i )Red Hat® Linux® Enterprise v6 (64bit) Advanced Platform & other popular distributions of Linux ( ii ) Popular distributions of Windows.
14.	<b>OS to be Supplied</b>	Red Hat Enterprise Linux 6.4 (64 bit) to be supplied installed and configured.
15.	<b>Warranty</b>	3 Years, On-site

\* The bidders may quote equivalent or higher models (from OEMs: HP or IBM or DELL)

\* **Common Items required per site:-**

1. Keyboard, Mouse, 15" TFT Monitor
2. KVM switch to support up to 4 Servers
3. 42 U OEM Server rack to mount servers , KVM Switch, Ethernet Switch, Single Monitor, Keyboard and Mouse with dual PDU and MCB protection. Evenly distributed holes from top to bottom of front and rear doors to permit adequate airflow (equivalent to the required 64 percent open area for ventilation).

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**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 Tender Enquiry No.: EI-D/Tech/----- Dated ---

- 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-IV**

**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 three (3) working 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 "Contractor" 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-V****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 Guranatee towards Performance of the entire Contract equivalent to Rs. \_\_\_\_\_ (amount of BG) (i.e. \_\_\_\_ per cent of the said value of the Contract) to the Owner.

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

The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee. The owner shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against



the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course of or remedy or security available to the Owner. The Bank shall not be relieved of its obligations under these presents by any exercise by the owner or by any other matters or thing whatsoever which under law would, but for this provision, have the affect of relieving the Bank. The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Owner may have in relation to the Contractors liabilities.

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

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

WITNESS \_\_\_\_\_ BANK

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_  
(Bank's Rubber Stamp)

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

Designation with Bank Stamp

Attorney as per Power of Attorney No. \_\_\_\_\_

Date: \_\_\_\_\_

Place :