

ERNET India

(An Autonomous Scientific Society under Ministry of Electronics and Information Technology, GoI)
5th Floor, Block – I, A Wing,
DMRC IT Park, Shastri Park,
Delhi-110053
(Tele: +91 11 22170598)

Tender No. EI-D/Tech/10-42/2016

Dated: 15.12.2016
Due Date: 16.01.2017 & Time: 3:00 PM
Opening of Bids: 16.01.2017 & Time: 3:30 PM

Subject: Invitation of Bids for empanelment of Agencies for Maintenance of Existing Radio Links and Supply, Installation, and commissioning of New Radio Links for ERNET India or its users organisations-reg.

Sir,

ERNET India, an Autonomous Scientific Society under Ministry 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 various Points of Presence (PoPs) located at the premier education & research institutions in the country.

3. **As part of its network delivery services, ERNET India is also providing end-to-end radio link services including supply, installation, commissioning and comprehensive maintenance of the radio links at client sites. In view of delivering above services, ERNET India wish to empanel reputed system integrators (SI) and therefore two separate sealed bids are invited from the reputed manufacturers or their authorized representatives for the Supply, Installation, Commissioning and Maintenance of New /existing radio links as per annexure – I (sub-set I & II) and in conformity with Technical Specifications as per Annexure-II. Interested parties who wish to entry into the rate contract to provide the required equipments/services may collect Tender Document in person against a Demand Draft or Banker’s Cheque of Rs.5000/- drawn in favour of “ERNET India”, New Delhi from **Shri Mohd. Owais, Asstt. Director(Tech), 5th Floor, Block – I, A Wing, DMRC IT Park, Shastri Park, Delhi-110053** as per the schedule detailed below:**

1	Issue/ Sale of Tender Document	:	15.12.2016 to 03.01.17 (between 11:00 AM to 4:00 PM)
2	Receipt of Queries		Up to 04.01.2016 by 11:00 AM (Queries after above date will not be entertained in any circumstances)
3	Pre-bid meeting	:	04.01.2017 (03:00 PM onwards) at ERNET India, 5th Floor, Block – I, A Wing, DMRC IT Park, Shastri Park, Delhi-110053

4	Response to Queries		By 10.01.2017 (on CPP Portal/ERNET India Website only)
5	Receipt of Bids	:	Upto 16.01.2017 by 3:00 PM at ERNET India, 5th Floor, Block – I, A Wing, DMRC IT Park, Shastri Park, Delhi-110053
6	Opening of Bids	:	16.01.2017 (3:30 PM) at above ERNET India office.

Note 1: The Tender Document can also be downloaded from CPP portal/ERNET India Web site. In such case, an amount of Rs. 5,000/- in the form of Demand Draft/Banker's cheque drawn in favour of ERNET India would be required to be furnished along with the Part – I of the bid.

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

4. The selected bidder(s) shall be empaneled with ERNET India for a period of 36 months. The period of empanelment can be extended for a further period of one year as decided through mutual consent subject. However, no minimum order value has been guaranteed by ERNET through this empanelment. 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 on a non-judicial stamp paper of requisite value with ERNET India for honoring all tender conditions and warranty maintenance support, in executing the purchase orders placed by ERNET India.

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

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

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

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

9. ELIGIBILITY CRITERIA

A. For Bidders

- i) The bidder should have valid ISO 9001:2008 or equivalent certification. Supporting documentary proof should be enclosed.
- ii) The products being quoted by the bidder should not have been declared as at “end-of-sale” and “end-of-support” by the respective OEM/manufacturer. Undertaking to this effect must be submitted from OEM. The bidder should also submit valid letter from the OEMs confirming following:
 - Authorization for bidder to bid against this tender specifically.
 - Undertake that the support including spares, patches, upgrades, updates, etc. for the quoted products/software shall be available for next 5years from the date of successful installation & acceptance of the project.

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

- iii) The bidder is allowed to offer products from only ONE OEM against each item. Options of multiple OEM products against any item should not be quoted and such bids shall be rejected. An undertaking to this effect must be submitted by the bidder.
- iv) Bidder should have the experience of successfully executing similar projects and must enclose relevant copies of the customer purchase orders, scope of work, deliverables, time period of execution, project value and satisfactory work completion certificate from client for at-least One similar project of value not less than Rs. 16 lakhs or Two similar projects of value not less than Rs. 8 lakhs each or Three similar projects of value not less than 6 lakhs each.

Definition of similar work/ project: Supply, Installation & Commissioning of network infrastructure including provisioning of radio links in last five financial years in India.

- v) The bidder may be asked to present about and demonstrate the offered product(s) at a short notice of 03 days during the technical evaluation. An undertaking confirming the same should be submitted in this respect.
- vi) The bidder should not have been barred or black-listed by any of the departments/organizations/PSUs of the central/state govt. on the date of bid submission. A self-declaration certificate from the authorized signatory should be submitted.
- vii) The bidder should have an average of three years annual turnover of Rs. 40 lakhs in below mentioned three financial years. The Bidder should be profit making company in last financial year with positive net worth. Attested copies of the bidders’ audited annual reports/ financial statement for each of the three financial years i.e 2013-14, 2014-15 and 2015-16 have to be attached along with a certificate from a practicing Chartered Accountant on his letter head confirming annual turnover, net profit, networth & average annual turnover during these years.
- viii) The bidder should be a Company registered in India under the Indian Companies Act 1956 or a partnership firm registered under the India Partnership Act 1932 or a Society constituted by any ministry/Department of the Government of India and registered under the Societies Registration Act 1860 with their registered office in India for the last five years as on the date of bid submission. Copy of valid Certificate of Registration attested by Company Secretary/ Authorized Signatory should be submitted by the bidders.
- ix) The bidder should have a registered office in the Delhi state/ NCR. Supporting documentary proof along with address & contact details should be enclosed.

- x) The bidder should be able to provide support services for the faulty systems/subsystem of equipment in conformity with the SLA as defined in this tender document.
- xi) 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/ITU/ WPC/DoT standards where ever applicable. An undertaking to this effect should be submitted by the bidder.
- xii) All wireless radio equipment specifications are subject to Indian Government guidelines and any frequency/transmission power/Antenna Gain shall be in conformity with the Govt. rules & guidelines. An undertaking to this effect should be submitted by the bidder.
- xiii) The bidder should give the following unconditional compliance & undertaking for all equipment/services/software which would be procured & installed:

“All the equipment & devices should be properly configured. There should not be any deliberated vulnerability left in the equipment”.
- xiv) The bidders should give clause-by-clause compliance for the technical specification of the equipments as in the tender in their technical bids. Also give unconditional compliance of all the terms & conditions as mentioned in the Tender document.

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

- i) OEMs whose products have been offered in the bid shall be based in India to provide quick service and technical support. The OEM shall also have own physical / web based technical Assistance centre manned with technical staff. Relevant documentary proof should be submitted.
- ii) In order to ensure proven-ness of the offered equipments, OEM(s) of radio equipment being quoted/offered in the tender should have a cumulative installation base of 500 quantities by respective OEMs in last 5 years in India. Relevant documentary proof should be submitted.
- iii) Keeping in view the service requirements and SLA adherence by the bidder / system integrator, OEM(s) must have spares depot in India with adequate spares for the equipment supplied. This is to ensure immediate delivery of spares parts. OEM has to submit a self declaration through their authorized signatory stating that their organization has the spare depot in India and will maintain minimum of 5 percent of spares of supplied quantity in their depot.

Note: The Bidders are requested to furnish documents to establish their eligibility for each of the above clauses. Relevant portions, in the documents submitted in pursuance of eligibility criteria mentioned above, may be highlighted. If bids are not accompanied by all of the above documents mentioned, the same would be rejected without any correspondence. Undertaking for subsequent submission of any of the above document will not be entertained under any circumstances. However, ERNET India reserves the right to seek clarifications on the already submitted documents and thereby take into account any additional clarification document.

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

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

10. **GENERAL CONDITIONS**

- i) The bidder must be an authorized representative of the products offered. The authority from the manufacturer(s)/OEM(s) must be submitted along with the bid.
- ii) Sealed bids are invited in two-part format (Technical bid and Commercial bid) in two separate **sealed** covers with both the covers to be sealed in a single cover. First cover indicating “**COVER FOR TECHNICAL BID**” should consist of only Bidder’s profile, Compliance sheets with supporting documents, undertaking and all other documents as asked in support of Eligibility Criteria, technical solution, specification, design, configurations of the system/items offered, un-priced bill of material with make, model details, literature, pamphlets, drawing etc. This cover should contain complete technical specifications, make & model, names of supplier/manufacturer and commercial terms etc. of the system/items offered. Price column in this cover should be kept blank. Second cover indicating, “**COVER FOR PRICE BID**” should consist of four separate sealed covers, the first cover (of price bid) super-subscribing “Cover for Grand Total Value for Sub-set I & second cover super-subscribing “Cover for Grand Total Value for Sub-set II”. Both, the first & second cover should consist of respective ‘GTV’ of sub-set I & II strictly in the format available at Annexure – III-A & IV-A. The third cover (of price bid) super-subscribing “Cover for Item wise price break-up for Sub-set I” should consist of item wise price break-up for sub-set I strictly in the format available at Annexure – III-B. Finally, the fourth cover (of price bid) super-subscribing “Cover for Item wise price break-up for Sub-set II” should consist of item wise price break-up for sub-set II strictly in the format available at Annexure – IV-B. It is not mandatory to quote for both the subsets and bidders may quote for any single sub-set and quote the prices accordingly in the respective annexures only. The grand total for both the subsets are to be made separately. **All the two covers (Technical bid and Commercial bid) should first be sealed separately,** and then should be kept **in a single sealed bigger cover.** This cover addressed by name to the officer signing this enquiry should be submitted before due date and time. All the covers should be clearly marked “**Bids for empanelment of Agencies for Maintenance of Existing Radio Links and Supply, Installation, and commissioning of New Radio Links for ERNET India or its users organisations-reg**”.

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

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

“Bids for empanelment of Agencies for Maintenance of Existing Radio Links and Supply, Installation, and commissioning of New Radio Links for ERNET India or its users organisations-reg.”

“Tender Enquiry No. : EI-D/Tech/10-42/2016

“Due Date & Time for Bids submission: 16.01.2017 at 3.00 P.M.”

“Due Date & Time for Opening of Bids: 16.01.2017 at 3.30 P.M.

- v) The Bids must reach the undersigned on or before the due date, i.e., **on 16.01.2017 by 3.00 P.M.** Bids received after the due date & time will be rejected. In the event of due date being a National or public or declared Holiday for Central Government offices, the due date for above schedule activities will be the following working day at the appointed time & venue.
- vi) All rates for quoted items/services should be in Indian Rupee for delivery at the premises of ERNET India/end user sites or at any other place in India as and when specified by ERNET India free of charge. All prices shall be fixed and shall not be subject to escalation for any reason whatsoever. The rates must be quoted as per the Performa provided in Annexure-III & IV. Bids not quoted in the specified format shall be out rightly rejected. Also, ERNET India reserves the right to correct any of the arithmetical and/or Tax errors in the bidder(s)'s price bids, during evaluation of bids subject to the condition that in no circumstances, ERNET will be liable to pay any higher value against the grand total value (GTV) quoted by the L1 bidder in the format of price bid.
- vii) Govt. Levies like sales tax, service tax, etc., if any, shall be paid at actual rates applicable on the date of delivery. Work Contract Tax (WCT) wherever applicable shall be deducted by ERNET at source at the rate prevailing on the date of such deduction. Rates should be quoted accordingly giving the basic price, Sales Tax etc., if any as per Annexure-III-B & IV-B. Also for line items as given in annexure I where bidder has to quote a single value for every item for the work of supply as well as installation and commissioning, in such a scenario the bidder has to explicitly specific the component of supply and services in percentage in the price bid for evaluation of WCT. Registration no. towards the all applicable taxes as shown in the Annexure-III-B & IV-B should be provided and made part of technical bid. Bidder(s) has to quote the prices inclusive of Installation, Fixing, insurance, Octroi and other such Govt taxes. However, taxes like service tax/ sales tax for which the rate of tax has been asked in the price schedule of RFP will be paid as per actual at the time of delivery. In case of change in Tax Regime due to introduction of proposed GST; vendor will not be put in any beneficial situation as compared to that of present Tax Regime. In such a scenario ERNET has the right to ask for submission of proof of deposition of Tax claimed in the invoices before its reimbursement is made.
- viii) It may specifically be mentioned whether the Bid is strictly as per tender specifications/conditions. If not, deviations must be spelt out specifically. **In the absence of this, the quotation may be rejected.** Deviation on lower side of specifications will not be accepted, **no deviations in terms & conditions** of the tender document will be accepted in any case subject to ERNET India's right under clause 10 (xiv), below.
- ix) ERNET India reserves the right to accept or reject any bid or cancel the tender proceedings without assigning any reason whatsoever.
- x) The bidders should quote the products strictly as per the tendered specifications or of higher specifications giving exact make & model and specifications. All the technical literature for the products offered by the bidder may be enclosed in the bid. **Incomplete quotations are liable to be rejected.**
- xi) Bidder shall sign all pages of the bid document including all enclosures to be submitted with the bid.
- xii) The price shall be for delivery at desired destination in India including installation/commissioning/integration and complete operationalization. In case of any discrepancy between rates mentioned in figures and words, the latter shall prevail. ERNET India reserves the right to place part orders in any fraction based on its client requirements.
- xiii) The bidder must quote for all the items of respective sub-set as mentioned in the Annexure-I. The bids not quoting all the items will be summarily rejected.

- xiv) ERNET India may waive any minor infirmity or non-conformity or irregularity in a bid or may seek any clarification on the bids, if so desired. The decision in this regard shall be taken by the concerned evaluation committees & their decision will be final.
- xv) Any attempt of negotiation direct or indirect on the part of the bidder with the authority to whom he has submitted the tender or authority who is competent to accept it after he has submitted his tender or any endeavor to secure any interest for an actual or prospective bidder or to influence by any means the acceptance of a particular tender will render the tender liable to be excluded from consideration. The decision of ERNET India in this regard will be final & conclusive and no queries/communication will be entertained in this regard.
- xvi) The bidders will have to arrange for all the testing equipment and tools, cables, connectors, extension boxes etc required for installation, testing, maintenance etc.
- xvii) ERNET India will have the right to reject the components/equipment supplied if it does not comply with the specifications at any point of installation/ inspection.
- xviii) The bidders should give clause-by-clause compliance for the technical specification of the equipments in their technical bids. Also give compliance of all the terms & conditions as mentioned in the Tender document. Conditional bids / partial compliance shall not be accepted on any ground and shall be rejected straightway without any correspondence. However, bidder(s) may seek any clarification if required before submission of bid, as per the schedule mentioned in the tender.

11. **INSPECTION**

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

12. **EARNEST MONEY DEPOSIT**

- i) Each bid must be accompanied by Earnest Money Deposit (EMD) of Rs.80,000/- (Rupees Eighty Thousand only) for each subset shall be in the form of Demand Draft/Pay Order/EM Fixed deposit/Bank Guarantee of any Nationalized/Scheduled commercial Bank taken in the name of ERNET India, New Delhi. Bank Guarantee should be valid minimum for a period of 180 days from due date of the bid & be submitted in compliance with the clause no. 24 (xiv). The Performa for bid submission of BG is enclosed at annexure – V B. Bids received without Earnest Money Deposit or not confirming to the above and /or with short period of validity are liable to be rejected.
- ii) Earnest Money is liable to be forfeited and bid is liable to be rejected, if the bidder withdraws 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 as per clause 24 below within 15 days from the date of signing of contract for empanelment and /or placement of the purchase order, the earnest money shall be liable to be forfeited by ERNET India.
- iv) The earnest money of all successful bidders will be returned after submission of PBG as per clause 18 below. The earnest money of all the unsuccessful bidders will be returned after signing of contract for empanelment and/or placement of order on the selected vendor. 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.

- v) Bidders have to ensure submission of all BGs as per the latest RBI guidelines.

13. **PAYMENT TERMS**

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

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

For Supply, Installation & Commissioning of New Links

- a) 90 % (Ninety percent) payment of the value of delivered items after deducting all penalties (if any) shall be made by ERNET India on completion of 100% delivery, installation, commissioning, integration & acceptance of end-to-end link(s) between designated sites and submission of proof of delivery & acceptance along with invoices in triplicate. The vendor has also an option to claim 100% payment at this stage through submission of bank guarantee (BG) valid for 15 months and equivalent to 10 % of the value of delivered items to cover the warranty period of 1 years from the date of acceptance.
- b) Balance 10% percent (In case not opted for 100% payment at above stage) payment of the value of purchase order after deducting all penalties (if any) would be released after the successful completion of warranty period i.e 01 year from the date of acceptance of respective link. The payment towards AMC will be released on yearly basis after the successful completion of every year of AMC.

For Maintenance / AMC of Existing Links

- a) Payment towards maintenance / AMC of links would be released on yearly basis after deducting all penalties (if any) after the successful completion of every year of maintenance / AMC.

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

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

14. **WARRANTY/ ANNUAL MAINTENANCE CONTRACT**

- i) Onsite warranty/AMC services will comprise of back to back support from the successful bidder(s). The successful bidder(s) shall furnish the documents from OEM confirming back to back support at

the time of acceptance of PO. In case the documents are not submitted, the EMD submitted by the bidder to ERNET India shall be forfeited.

- ii) Onsite warranty/AMC services shall be provided at the specified locations of installation of equipment supplied.
- iii) Warranty shall include free maintenance of the whole equipment supplied including free replacement of parts free software upgrades/updates/renewals. Also the warranty shall cover all type of subscription charges/ licence cost associated with any supplied item. The defects, if any shall be attended to on immediate basis but in no case any defect should prolong for more than 24 hours.
- iv) The comprehensive warranty shall be for a minimum period of one years from the date of acceptance of the equipment by ERNET India.
- v) The bidders are also required to quote for Comprehensive AMC of two years after warranty period is over. The Comprehensive AMC includes onsite support with parts and software updates/upgrades/renewals. The AMC shall cover all type of subscription charges/ licence cost associated with any supplied item.
- vi) Work order for AMC of the items, if required, will be issued after satisfactory completion of warranty period. Also the order will be placed on yearly basis only.
- vii) The bids received without quotes for Comprehensive AMC would be out rightly rejected.
- viii) AMC cost for two years will also be taken into account for commercial evaluation.
- ix) Any deviation to the above will be treated as breach of contract and accordingly ERNET may take suitable necessary action as per terms of tender.

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

- i) After integration & acceptance, during warranty & AMC, the vendor(s) shall be responsible for minimum uptime of 99% on 24x7 basis of the equipment as a whole and shall enter into a SLA for this purpose. The uptime will be calculated over a period of six (06) month time frame.
- ii) The permissible downtime will further be subject to maximum downtime of 4 hours at a stretch at any instance. In case the same exceeds 4 hours at a stretch then penalty clause at Clause 16 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. In the case of faulty equipment, successful bidder has to replace the equipment at the earliest with equivalent hardware. After repairing, the same equipment will be placed in the network.
- iii) In case the user location is inaccessible or for some reason due to no fault of the successful bidder, the downtime cannot be rectified, a communication from the Institute not to deduct the downtime would be required for calculation of penalty.

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

- i) ERNET India may deduct Rs. 1000/- from the due payments or recovered from quarterly payments and/or performance security as the case may be for every 1 day of down time at a stretch or in part up to total down time of 03 days. This down time shall be calculated over and above the total hours of downtime permissible. Beyond 03 days of down time, ERNET India may deduct Rs. 500/- for every 6

hours of down time at a stretch or part there-off from the due payments and/or available performance security.

- ii) In any case, if the equipment/link is not made operational for 20 days from the time of reporting of fault, the performance security/BG submitted by vendor(s) to ERNET India may be forfeited/ invoked and ERNET India may proceed to get the work done at the vendor's risk and cost. Also any payments (payable to vendor(s)) shall not be paid too & will be adjusted as penalty. This will be deemed to be an event of default/ breach of contract and ERNET India may terminate the contract along with debarring/ blacklisting the vendor(s) concerned for at least three years, for further dealings with ERNET India.

17. **PERFORMANCE SECURITY**

- i) At the time of signing of rate contract, the successful bidder(s) shall be required to submit a security deposit of Rs.1 Lakhs towards adherence of rate contract in the form of Demand Draft/ Pay Order/EM Fixed deposit/Bank Guarantee of any Nationalized/Scheduled commercial Bank taken in the name of ERNET India, New Delhi. The submitted BG should be valid for a minimum period of 27 months from the date of signing of contract and may be invoked in the case of non-adherence of terms of tender/contract. The security deposit / BG will be returned after the successful expiry of rate contract period.
- ii) The successful bidder shall submit a Performance Security of 10% of the cost of the purchase order at every occasion within 15 days of the placement of purchase order. The Performance Security may be in the form of Demand Draft/Pay Order/Bank Guarantee of any nationalized/scheduled bank. The Bank Guarantee should be valid for a minimum period of 2 months extendable to cover delivery / installation period. In case supplier fails to deliver the items within delivery/ installation period, the Performance Security submitted by the firm is liable to be forfeited. Performance Security shall be released immediately after the warranty is over. No interest will be payable by ERNET India on the Performance Security.
- iii) The exchange rate for BG will be Telegraphic Transfer (TT) selling rate of the BG issuing bank as on the date of issuance of BG and a certificate to this effect from the concerned bank should also be submitted along with the PBG. In the absence of this certificate, exchange rate on the RBI website for a day prior to the date of issue of BG will be taken as base rate.
- iv) The successful bidder has to ensure submission of all BGs as per the latest RBI guidelines.
- v) Non submission of performance security as per above schedule may lead to cancellation of work order. Also any payment due on ERNET w.r.t work done by the bidder till such date will be forfeited.

18. **DELIVERY AND INSTALLATION PERIOD**

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

For Provisioning of New Links:

- a) Successful bidder should ensure completion of supply, installation, commissioning & acceptance including path survey & link feasibility of the ordered quantity at designated client sites within 6 weeks from the date of placement of the purchase order for specified sites.

For Maintenance of Existing Links:

- a) Successful bidder should start maintaining the link from the start date mentioned in work order for the duration of valid order.
 - b) To achieve timely delivery/ integration the vendor have to work in close coordination with the ERNET's client / end customer for provisioning of link (Details to be provided by ERNET along with award of work to successful bidder).
- ii) The vendor should also be responsible to complete all integration activities (in coordination with other vendor in any set of delivered links within the above time limits in the process of achieving specified architecture for running of the network. Any delay by the vendor in the performance of delivery, installation, integration, testing and acceptance of items shall render the vendor liable to any or all of the following sanctions-i) forfeiture of its Performance security Deposit, ii) imposition of liquidated damage as per para 20 below or/and iii) cancellation of the purchase order for default, iv) debarring/ blacklisting the vendor(s)
 - iii) Equipments/items will be directly supplied at specified sites for installation (the detailed address of the sites along with its contact official details will be provided along with purchase order). All the expenses involved in shipping the equipment to the sites specified by ERNET India will be borne by the vendor. All aspects of safe delivery shall be the exclusive responsibility of the successful vendor.

19. LIQUIDATED DAMAGES (LD)

- i) In the event of the vendor's failure to complete the delivery, installation, integration, testing and acceptance of the ordered equipments/component/link by the date/dates specified in the tender or any extended period, ERNET India may at its discretion withhold any payment, as liquidated damages (and not by way of penalty) at the rate of 2% of the PO value of non-delivered / non-operational link per week or a part of a week subject to a maximum of 14% (but not exceeding 10% of the total PO value). The amount towards Liquidated Damage would be recovered from the performance security as required vide para 17 above or the amounts due to vendor. The LD will be imposed only in case the delay is on part of the vendor. No, LD will be imposed if the designated site is not ready for delivery / installation.
- ii) In case the cumulative delay is beyond 10 weeks during the delivery / installation period i.e 17 weeks, ERNET India reserves the right to cancel the purchase order and forfeit all due payments including forfeiture of Security Deposit, besides initiating legal action as per rules/laws and/or debarring / blacklisting the vendor concerned for at least three years, for further dealings with ERNET India. In such a case ERNET India will initiate action to get the work completed at the cost and risk of vendor.

20. 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.

21. CANCELLATION OF TENDER

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

22. ERNET India also reserves the right to modify/relax any of the terms & conditions of the tender by declaring / publishing such amendments in public domain i.e on ERNET's website / CPP portal to keep prospective bidder(s) informed about it.
23. ERNET India in view of projects requirement may reject any bid, in which any prescribed condition(s) is/are found incomplete in any respect and at any processing stage.

24. **SPECIAL TERMS & CONDITIONS**

- i) In the event of supply / installation will be required to be carried out at user location, ERNET will arrange site access permissions and contact details of end user to successful bidder. However day-to-day co-ordination with the users will be the responsibility of successful bidder. After successful installation of the equipment, installation report as per ERNET India's standard format will be obtained from the users by the successful bidder.
- ii) In the event of a successful bidder(s) or the concerned division of successful bidder(s) is taken over /bought over by another company, all the obligations and execution responsibilities under the agreement with the ERNET India, should be passed on for compliance by the new company in the negotiation for their transfer under intimation to ERNET.
- iii) If the name of the product is changed for describing substantially the same or more in a renamed form; then all techno-fiscal benefits agreed with respect to the original product, shall be passed on to ERNET India and the obligations with ERNET India taken by the successful bidder with respect to the product with the old name shall be passed on along with the product so renamed.
- iv) If any product which is declared end of life product by OEM before the delivery of equipments, in this case the vendor should supply replaced model or next higher model/version of the product without additional cost.
- v) In case, vendor fails to meet any of the service conditions and/or found in breach of any condition(s) of tender or supply order, at any stage during the course of its service liability period, ERNET India besides, forfeiting any due payments and/ or Security Deposits may also debar and blacklist the bidder concerned for at least three years, for further dealings with ERNET India and also may initiate legal action as per rules/laws applicable.
- vi) ERNET India may, at any time, terminate the purchase order by giving written notice to the selected bidder / vendor without any compensation, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to ERNET India.
- vii) The vendor should not assign or sublet the work either in whole or in part of the ERNET's work order to any other agency in any form. Any such eventuality may result in termination of contract and forfeiture of Security Deposit of vendor.
- viii) No deviations from these terms and conditions will be accepted; violation thereof will lead to rejection of the bid and forfeiture of EMD/Security Deposit.
- ix) The work order for AMC may be awarded based on the project requirements and after the end of warranty period.
- x) If L1 bidder refuses to accept the work order within 07 days and/or fail to furnish the PBG within the stipulated time from the date of issue of work order from ERNET India, the offer may be withdrawn and bidder's EMD may be forfeited, besides debarring and blacklisting the bidder for at least three years, for further dealings with ERNET India. In such a case, the tender process will stands cancelled.

- xi) During technical evaluation, ERNET India reserves the right to ask the bidder(s) for conducting a proof-of-concept (PoC) on the similar type of environment and may declare the equipment/solution as technically viable or non-viable.
- xii) The Bill of Material as in Annexure-I has been prepared as based on the ERNET's understanding of the solution requirement. However, it is the bidder's responsibility to see the completeness of the solution and if required bidder may quote for additional items/equipments to complete the proposed solution.
- xiii) The hardware specifications provided in the tender is the minimum required and bidder may quote for higher specifications to optimize as per their solution requirements.
- xiv) In view of guidelines issued from ministry of finance, it is mandatory that all the Bank Guarantees submitted under this tender must be routed through Structured Financial Messaging System (SFMS) from issuing Bank to our Bank by sending IFN 760 COV Bank Guarantee Advice Message. Thereafter only physical Bank Guarantee will be acted upon. Our bank details for this purpose are: -

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

- xv) In the technical bid, bidder should specify the detailed work flow chart of every activity required to be carried out by the bidder for supply / installation of radio networks including the mechanism adopted for getting Line-of-site (LoS) between the Hub and remote locations.
- xvi) The successful bidder should submit the survey report detailing each and every minute details of the link along with GPS coordinate and route survey and the interface and integration at all the locations.
- xvii) The successful bidder has to ensure & will be fully responsible for operation of links in free band as defined by DoT, Govt. of India (2.4 Ghz/ 5.8 MHz or any other frequency as defined by govt. from time to time). Also any issue pertaining to the licensing or compliance from the government / regulator's prospective will be dealt by successful bidder. Failure to the same will be treated as breach of contract.
- xviii) ERNET India or its users will only provide the regulated power (UPS power) for inputting to the network equipment and the successful bidder shall be responsible for earthing, etc for each location/hub.
- xix)

25. EVALUATION of TENDER

- (i) L1 bidder will be calculated for both the subset separately
- (ii) Tender process intends to empanel 1 vendor through this process. However, the decision of ERNET shall be final in this regard.
- (iii) 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.
- (iv) 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.
- (v) 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 then be considered for further evaluation.
- (vi) Technical Evaluation Committee (TEC) will shortlist Technical Bids 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 who's bids will qualify for opening the Price/Commercial Bids.
- (vii) In their own interest the bidders are advised to ensure that the goods/equipments quoted by them should conform to all tendered technical parameters/specifications and are functional. Goods/Equipments quoted and not meeting complete tender specifications or lower in specification will not be considered for evaluation.
- (viii) 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).
- (ix) A tentative sample Bill of Material as in Annexure-I has been prepared & enclosed herewith for reference. 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 enclosed in the tender. The bidder should quote for attached BOM covering following points:-
 - All the items as at Annexure-I.
 - Support on 24X7X365 basis

- Comprehensive Warranty of one years
 - Quote for comprehensive AMC of two years (on per year basis) after warranty period is over.
- (x) The items & quantities provided in Annexure-I are only for calculation purposes for deciding L1(Lowest price bid). The actual quantity and/or items may vary as per the feasibility/ requirement at every site. The decision of ERNET India in this regard shall be final.
- (xi) The commercial evaluation of the bids will be done on the basis of ownership of solution for period of five years.
- (xii) 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 on the total of Annexure-I to determine L1(lowest) price bid. ERNET India has the right to choose any subset of the tender items for placement of purchase orders. The purchase orders will be placed as per the actual requirements for the items/sub-items& quantities on the unit rates finalized against this tender.
- (xiii) For Financial comparison of the bids, the conversion rate of foreign currency into rupees (as per RBI reference rate) will be taken on the date on which the financial bids will get opened for the purpose of commercial evaluation.
- (xiv) Criteria for deciding L1 bidder and lowest unit rates for each item is as follows:

The lowest quoting vendor (L1) will be determined as mentioned below:

- A. First Annexure-III A and IV A will be opened for all the technically qualified bidders on a specified date in presence of their representatives.
- B. L1, L2, L3 bidders will be decided on the Gross Total Value (GTV) of Annexure-III A IV A for both the sub-sets.
- C. After the L1 bidder is decided for both the sub-set on the Gross Total Value (GTV), Annexure-III B and IV B submitted by L1 Bidder(s) will be opened for deciding the lowest individual unit item rates for all the items of Annexure-I of this tender.
- D. In case L1 bidder has failed to quote for all the items in Annexure-III B, his bid will be rejected and his EMD will be forfeited and the Annexure-III B of the next lowest bidder would be considered and so on.
- E. In the event of any mismatch in the GTV value mentioned at Annexure-III A and total of Annexure-III B of the L1 Bidder, the following criteria will be adopted to remove the discrepancy between these two values:
 - a) When Grand Total Value given in Annexure-III A is less than the Grand Total Value given in Annexure-III B, the value given in Annexure-III B will be replaced with the value given in Annexure-III A and the item wise value for each item in Annexure-III B will be reduced on Pro-Rata basis and consequently unit values will be worked out & fixed.
- F. If L1 bidder fails to accept the individual unit rates rationalized as per the above procedure, his bid will be treated as cancelled and EMD of such defaulting bidder will be forfeited and the Annexure-III B of the next lowest bidder would be considered.

- G. Thus the L1 bidder and the lowest unit rates (for individual items/services) shall be decided as per the procedure mentioned above.

26. **SCOPE OF WORK**

- i) The successful bidder has to supply, install, integrate, accept and perform the acceptance testing of the ordered link in closed coordination with the officials of ERNET India/ end user at designated project sites.
- ii) The successful bidder shall deliver and implement the system in conjunction with a set of best practices guidelines & industry standards for two-way interaction.
- iii) The successful bidder shall perform the work of path survey, LoS and feasibility study. After this, the bidder has to submit the survey report.
- iv) The successful bidder will ensure smooth integration of the offered equipment with the existing equipment installed at sites.
- v) The successful bidder will provide user manual to end-users detailing operations of the equipment and on-site user level training at the time of installation.
- vi) The successful bidder has to ensure that during provisioning of the link they do not damage or disrupt the existing civil infra and structure / services under and above the ground.
- vii) The successful bidder has to comply with the standard government guidelines / policy for such installation and non-disclosure requirements.
- viii) The successful bidder will ensure the availability of services from professionally qualified team during implementation of the project and to provide the required on-site warranty/ support for 02 years.
- ix) The successful bidder will be liable for any hardware and software up-gradation for maintenance without any extra cost during warranty period.

27. **INDEMNITY**

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

28. **FORCE MAJEURE**

If at any time, during the period of contract, the performance in whole or in part by either party of any obligation under the project is prevented or delayed by reasons of any war, hostility, acts of public enemy,

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

29. **TERMINATION FOR DEFAULT**

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

30. **ARBITRATION**

- i) In case any dispute or difference arises out of or in connection with or the carrying out of works (whether during the progress of the works or after their completion & whether before or after the termination, abandonments or breach of contract) except as any of the accepted matters, provided hereunder, the parties hereto, shall first endeavor to settle such disputes of differences amicably.
- ii) If both the parties fail to reach such amicable settlement, then either party (The Purchaser or Bidder) may (within 20 days of such failure) give a written notice to the other party requiring

that all matter in dispute or difference be arbitrated upon. Such written notice shall specify the matters of dispute or difference of which such written notice has been given.

- iii) Provisions of Indian Arbitration & Conciliations Act, 1996 or any statutory modification or reenactment thereof and rules framed there under from time to time shall apply to such arbitration.
- iv) Venue of arbitration shall be New Delhi.
- v) Any dispute or difference whatsoever raising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity to the breach thereof shall be settled by the arbitration in accordance with the rules of arbitration of the Indian council of arbitration and the award made in pursuance therefore shall be binding on the parties.
- vi) If a dispute arise out of or in connection with the contract, or in the respect of any defined legal relationship associated therewith or derived their form, the parties agree to seek and amicable settlement of that dispute by conciliation under ICA Rules of Conciliation. The authority to appoint the Conciliators/Conciliators shall be the Indian councils of arbitrations. The Indian council of arbitration will provide administrative service in accordance with ICA Rules of Conciliation.
- vii) Pending reference to arbitration, the parties shall make all endeavors to complete the work in all respect. Disputes, if any, will finally be settled in the arbitration.
- viii) Upon every or any such references to the arbitration, as provided herein the cost of and incidental to the reference and Award respectively shall at the discretion of the arbitrator, or the umpire, as case may be.
- ix) The award of arbitrator or arbitrators, as the case may be, Shall be final and binding on the parties. It is agreed that the Bidder shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence. The Purchaser and the Bidder hereby also agree that arbitration under this clause shall be the condition precedent to any right of action under the contract except for as provided for in the Tender.

38. Applicable Law

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

- v) ERNET India, without assigning any further reason can reject any tender(s), in which any prescribed condition(s) is/are found incomplete in any respect.
- vi) ERNET India also reserves the right to empanel on quality/technical basis, which depends on quality/capability of the system and infrastructure of the firm. Bidder(s) are, therefore, directed to submit the tender carefully along with complete technical features of the products/systems as well as other documents required to access the capability of the bidder.

31. **APPLICABLE LAW**

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

32. **CARE OF WORK**

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

33. **DAMAGE TO PERSON AND PROPERTY**

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

34. **DOMESTIC MANUFACTURER CLAUSE**

- i) Preference will be given to domestically manufacture electronic goods in procurement. Guidelines as per Govt. notification No. 8(78)/2010-IPHW dated 10-2-2012, and subsequent amendments/clarifications will be followed for implementation. Bidders must submit an undertaking on notarized Rs. 100/- stamp paper as per Annexure-VI: PMA AFFIDAVIT mentioning the percentage of domestic value addition (in terms of BOM) for each quoted item/product under a schedule to avail any applicable preference at the time of placing of purchase orders.
- ii) Bidders who do not provide the undertaking shall not be considered for receiving this preference. Also the above preference will be subject to satisfying technical specifications / technically qualified bid and matching the L1 price by the bidder.

- iii) Bidders quoting false/ incomplete information will be rejected at any stage (even after awarding of contract) and their any due payments and/ or Security Deposits will be forfeiting. ERNET may also debar and blacklist the bidder(s) concerned for at least three years, for further dealings with ERNET India and further initiate legal action as per rules/laws applicable.

35. **DEFECT LIABILITY PERIOD**

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

36. **MISCELLANEOUS**

- i) The work under this tender is not assignable by the selected bidder. The selected bidder shall not assign its contractual authority to any other third party. The selected bidder shall be obliged to render services /supplies to ERNET India and its customer organizations. Any default or breach in discharging obligations under this tender by the selected bidder while rendering services / supplies to ERNET India or its customers, shall invite all or any actions / sanctions, as the case may be, including forfeiture of security deposit, invocation of performance guarantee stipulated in this tender document.
- ii) The decision of ERNET India arrived at as above will be final and no representation of any kind will be entertained on the above. Any attempt by any Bidder to bring pressure of any kind, may disqualify the Bidder for the present tender and the Bidder may also be liable to be debarred from bidding for ERNET India tenders in future for a period of at least three years.
- iii) Any conditions mentioned in their tender bids by the bidders which are not in conformity to the conditions set forth in the tender will not be accepted by ERNET India. All the terms and conditions for the supply, testing and acceptance, payment terms penalty etc. will be as those mentioned herein and no change in the terms and conditions set by the bidders will be acceptable. Alterations, if any, in the tender bid should be attested properly by the bidders, failing which the bid will be rejected.
- iv) ERNET India reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon Project priorities vis-à-vis urgent commitments. ERNET India also reserves the right to accept /reject any bid, to cancel / abort tender process and / or reject all bids at any time prior to award of work, without thereby incurring any liability to the affected agencies on the grounds of such action taken by the ERNET India.
- v) Any default by the bidders in respect of tender terms & conditions will lead to rejection of the bid & forfeiture of EMD/Security Deposit.
- vi) This Tender document is not transferrable. Bidders are advised to study the tender document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications. The response to this tender should be full and complete in all respects. Incomplete or partial bids shall be rejected. Bidders shall bear all costs associated with the preparation and submission of the bid, including cost of presentation and demonstration for the purposes of clarification of the bid, if so desired by ERNET India. ERNET India shall in no event be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

- vii) In the event of breach of contract as may be referred in various clause of this tender, ERNET reverses the right to withhold and/or forfeit any due payments and/ or Security Deposits. ERNET may also debar and blacklist the bidder concerned for at least three years, for further dealings with ERNET India and further initiate legal action as per rules/laws applicable.

37. ACCEPTANCE TESTING PROCESS

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

Yours faithfully,

Registrar & CPO
ERNET India

BILL OF MATERIAL & TECHNICAL SPECIFICATIONS**1. Bill of Material****Sub-set - I**

S. No.	Description of Work	Item Description	Qty.
1.	Supply, Installation and Commissioning of new link including submission and obtaining of license for SACFA/ WPC	Radio path survey for new links, including submission of survey report.	1
		Radio Equipment for a link (Lower bandwidth link, upto 40 Mbps) including a) Radio Modem -02 nos b) 32 dbi solid parabolic antenna - 02 nos. c) Antenna fixer - 02 nos. d) cable accessories - As per survey report e) Earthing Cable – APA f) Conduit Cable with silica coating: APA e) Weather proofing Kit -02 nos. h) Any other accessories required for commissioning of radio links.	1
		Radio Equipment for a link (Higher bandwidth link, upto 120 Mbps), including a) Radio Modem -02 nos b) PVC coated STP Cat-5 cable – As per survey report c) 34 dbi solid Dual parabolic antenna - 02 nos d) Antenna fixer - 02 nos. e) Weather proofing Kit -04 nos. f) cable and accessories- As per survey report g) Earthing Cable – APA h) Conduit Cable with silica coating: APA i) Any other accessories required for commissioning of radio links.	1
2.	AMC / Comprehensive Maintenance of new links including maintenance of mast, earthing, aviation light with power cable, guy rope with accessories, concrete foundation,	AMC / Comprehensive Maintenance cost of new links (Lower radio link, Upto 40 Mbps) For the first year.	1
		AMC / Comprehensive Maintenance cost of new links (Lower Radio Link, Upto 40 Mbps) From second year onwards.	1
		AMC / Comprehensive Maintenance cost of new links (Higher Radio Link, upto 120 Mbps) For first year.	1
		AMC / Comprehensive Maintenance cost of new links	

	etc.	(Higher Radio Link, upto 120 Mbps) From second year onwards.	1
3.	Construction of new self-support mast	Constructions of self-support Mast, (including concrete base, aviation light, mast earthing (as per Annexure). The entire pipe should be Class B Galvanized pipe. (As per specifications enclosed)	1
4.	Construction of new Guy mast	Construction of guy Mast, including concrete base, aviation light, mast earthing, (As per specification enclosed)	1
5.	Chemical Earthing	Chemical electrode (consisting of K type copper pipe/strip of 1.5 inch dia, having capacity of approx. 45 kg chemical)	1
		Base chamber (4x10 ft,by machine boring)	
		Copper strip of 1.5 inch dia (if required ,for extra use other than those used in chemical electrode	
		Service charges	
		PVC Pipe (dia 20 mm)	

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

Sub-set – II

S. No.	Description of Work	Details of Existing Links	No. of Links
<u>1.</u>	Comprehensive Maintenance of existing operational links including all accessories at ERNET/ customer site in the region of Delhi / NCR.	Pragati Power Corporation Ltd., Delhi	9
		Delhi Transco Ltd., Delhi	21
		NIELIT, NBCC Building, New Delhi	1
		DIPSAR, New Delhi	1
		NUEPA, Pusa Road	1
		ERNET, Lodhi Road, New Delhi	1

Note: Bidder will be advised to perform the site survey of existing links before submitting their bids. ERNET will arrange to provide necessary permission for site survey at customer location.

2. Technical Specifications

2.1 Point to Point Ethernet Radio for 40 Mbps Aggregate throughput

S. No.	Description
1	Frequency Must operate in Unlicensed band 2.4 / 5.8Ghz as per WPC norms
2	Must support nLOS deployment
3	The supplied hardware should support IPv4 & IPv6
4	Modulation 2x2 MIMO-OFDM, BPSK, QPSK, 16QAM, 64QAM
5	System Should support adaptive modulation
6	System should Channel Bandwidth 5/10/15/20/30 MHz user configurable to provide required throughput
7	Tx Power Upto 27dBm
8	System should Channel Accuracy ± 20 PPM
9	System should be based on Time Division Duplex Technology TDD
10	System should support Asymmetrical Bandwidth (Uplink/DownLink)
11	System should support Spectral Efficiency to support throughput as per tender requirements
12	System should support Automatic channel selection or Dynamic frequency selection
13	System should support Transmit Power Control - within allowable EIRP, Max 27 dBm.
14	System should have Built-in Spectrum Scanner/Spectrum Analyzer Link-oriented Spectrum Analyzer to show the results of both sites
15	System Should have Error Correction Method FEC 1/2,2/3,3/4and 5/6
16	System should support 120 Mbps Aggregate throughput
17	PTP solution support Integrated antenna or External Antenna for link distance up to 15Km
18	System should have LAN Interface 10/100/1000 BaseT interface with Auto negotiation (IEEE802.3)
19	Framing/Coding IEEE802.3/U
20	System should support Ring Protection and support for redundancy
21	Link Latency Upto 8ms

2.2 Point to Point Ethernet Radio for 120 Mbps Aggregate throughput

S. No.	Description
1	Frequency Must operate in Unlicensed band 2.4 / 5.8Ghz as per WPC norms

2	Must support nLOS deployment
3	The supplied hardware should support IPv4 & IPv6
4	Modulation 2x2 MIMO-OFDM, BPSK, QPSK, 16QAM, 64QAM
5	System Should support adaptive modulation
6	System should Channel Bandwidth 5/10/15/20/30 MHz user configurable to provide required throughput
7	Tx Power Upto 27dBm
8	System should Channel Accuracy ± 20 PPM
9	System should be based on Time Division Duplex Technology TDD
10	System should support Asymmetrical Bandwidth (Uplink/DownLink)
11	System should support Spectral Efficiency to support throughput as per tender requirements
12	System should support Automatic channel selection or Dynamic frequency selection
13	System should support Transmit Power Control - within allowable EIRP, Max 27 dBm.
14	System should have Built-in Spectrum Scanner/Spectrum Analyzer Link-oriented Spectrum Analyzer to show the results of both sites
15	System Should have Error Correction Method FEC 1/2,2/3,3/4and 5/6
16	System should support 120 Mbps Aggregate throughput
17	PTP solution support Integrated antenna or External Antenna for link distance up to 15Km
18	System should have LAN Interface 10/100/1000 BaseT interface with Auto negotiation (IEEE802.3)
19	Framing/Coding IEEE802.3/U
20	System should support Ring Protection and support for redundancy
21	Link Latency Upto 8ms

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

To,

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

Tender No. _____ Date of Opening

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

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

We (bidder) hereby undertake and confirm that:

- Prices are F.O.R. at End-user site and include Installation, Fixing, Octroi and other such Govt. Levies wherever applicable. Payment will be subject to deduction of TDS and/or WCT.
- Prices are inclusive of Customs / Excise Duty.
- All items quoted in Annexure-III-B are inclusive of all necessary accessories and softwares charges.
- Price schedule (as per the format of annexure – III-B) for item wise detailed break-up is being submitted in a separate sealed cover and will only be opened if above quoted GTV is found to be lowest (L1).
- In case of any mismatch between the 'GTV' quoted by lowest bidder at annexure III-A & III-B, the lowest of either will prevail.
- All the equipment and components quoted in Annexure-III-B have two years comprehensive warranty. The comprehensive warranty includes on- site warranty with parts/spares.
- All the prices are quoted in the format as above provided by ERNET India failing which the bid will be rejected out rightly. Also any conditional Price Bid will be rejected.
- It is hereby confirmed that we have understood the terms and conditions of the tender and have thoroughly examined specifications and are thoroughly aware of the nature of goods required and our offer is to supply goods strictly in accordance with the requirement and terms and conditions of the tender. We agree to abide by the terms and conditions of the tender if the contract is awarded to us.
- We hereby offer to supply the goods specified in Annexure-III-B or such portion thereof as you may specify in the purchase order at the price quoted/ accepted and agree to hold this offer open for acceptance for a period of 180 days from the date of opening of bid.
- Bid security common for both the subsets for an amount equal to Rs. 1,40,00,000/- is enclosed in the form of Bank Draft/Pay Order/ Bank Guarantee.

(Signature and seal of Manufacturer/Bidder)

Dated _____

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

To,

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

Tender No. _____ Date of Opening

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

S. No.	Item Description as per Annexure-I, Sub-set I	Qty	Unit price in US\$/INR (A)	Excise duty (B)	Percentage component of supply & service in the unit price for evaluative of WCT C	Rate of Sales/Service Tax (D)	Amount of Sales Tax (E)	Amount of services Tax(F)	Total unit price in US\$/INR (A+B+C+E+F)	Total Price In US\$/INR(9=3X 10)
1	2	3	4	5	6	7	8	9	10	11
1										
2										
3										
.										
.										
Grand Total Value (GTV) in US\$/Rs.										'GTV'

We (bidder) hereby undertake and confirm that:

- Prices are F.O.R. at End-user site and include Installation, Fixing, Octroi and other such Govt. Levies wherever applicable. Payment will be subject to deduction of TDS and/or WCT.
- Unit Prices are inclusive of Customs / Excise Duty.
- All items are quoted alongwith necessary accessories and softwares.

4. In case of any mismatch between the 'GTV' quoted by lowest bidder at annexure III-A & III-B, the lowest of either will prevail. Also, in such a case (if so required) the item wise total will be reduced in the same ratio proportion as off reduction in GTV.
5. All the equipment and components quoted, have two years comprehensive warranty. The comprehensive warranty includes on- site warranty with parts/spares.
6. The quotation has been submitted for all items strictly as per the specifications and been given compliance in this regard.
7. There are No deviations in the specifications as asked in the tender.
8. During warranty and AMC services will be provided directly to ERNET India and/or its customers at sites.
9. The support services for all the items will be available for 24 Hrs a day, 7 days a week.
10. All the prices are quoted in the format as above provided by ERNET India failing which the bid will be rejected out rightly. Also any conditional Price Bid will be rejected.
11. It is hereby confirmed that we have understood the terms and conditions of the tender and have thoroughly examined specifications and are thoroughly aware of the nature of goods required and our offer is to supply goods strictly in accordance with the requirement and terms and conditions of the tender. We agree to abide by the terms and conditions of the tender if the contract is awarded to us.
12. We hereby offer to supply the goods detailed above or such portion thereof as you specify in the purchase order at the price quoted/ accepted and agree to hold this offer open for acceptance for a period of 180 days from the date of opening of bid.
13. Bid security common for both the subsets for an amount equal to 10 percent is enclosed in the form of Bank Draft/Pay Order/ Bank Guarantee.

(Signature and seal of Manufacturer/Bidder)

Dated _____

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

To,

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

Tender No. _____ Date of Opening

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

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

We (bidder) hereby undertake and confirm that:

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

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

(Signature and seal of Manufacturer/Bidder)

Dated _____

ERANET

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

To,

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

Tender No. _____ Date of Opening

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

S. No.	Item Description as per Annexure-I, Sub-set II	Qty	Unit price in US\$/INR (A)	Excise duty (B)	Percentage component of supply & service in the unit price for evaluative of WCT C	Rate of Sales/Service Tax (D)	Amount of Sales Tax (E)	Amount of services Tax(F)	Total unit price in US\$/INR (A+B+C+E+F)	Total Price In US\$/INR (9=3X 10)
1	2	3	4	5	6	7	8	9	10	11
1										
2										
3										
.										
.										
Grand Total Value (GTV) in US\$/Rs.										'GTV'

We (bidder) hereby undertake and confirm that:

1. Prices are F.O.R. at End-user site and include Installation, Fixing, Octroi and other such Govt. Levies wherever applicable. Payment will be subject to deduction of TDS and/or WCT.
2. Unit Prices are inclusive of Customs / Excise Duty.
3. All items are quoted alongwith necessary accessories and softwares.

4. In case of any mismatch between the 'GTV' quoted by lowest bidder at annexure III-A & III-B, the lowest of either will prevail. Also, in such a case (if so required) the item wise total will be reduced in the same ratio proportion as off reduction in GTV.
5. All the equipment and components quoted, have two years comprehensive warranty. The comprehensive warranty includes on- site warranty with parts/spares.
6. The quotation has been submitted for all items strictly as per the specifications and been given compliance in this regard.
7. There are No deviations in the specifications as asked in the tender.
8. During warranty and AMC services will be provided directly to ERNET India and/or its customers at sites.
9. The support services for all the items will be available for 24 Hrs a day, 7 days a week.
10. All the prices are quoted in the format as above provided by ERNET India failing which the bid will be rejected out rightly. Also any conditional Price Bid will be rejected.
11. It is hereby confirmed that we have understood the terms and conditions of the tender and have thoroughly examined specifications and are thoroughly aware of the nature of goods required and our offer is to supply goods strictly in accordance with the requirement and terms and conditions of the tender. We agree to abide by the terms and conditions of the tender if the contract is awarded to us.
12. We hereby offer to supply the goods detailed above or such portion thereof as you specify in the purchase order at the price quoted and agree to hold this offer open for acceptance for a period of 180 days from the date of opening of bid.
13. Bid security common for both the subsets for an amount equal to 10 percent is enclosed in the form of Bank Draft/Pay Order/ Bank Guarantee.

(Signature and seal of Manufacturer/Bidder)

Dated _____

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

(To be stamped in accordance with stamp Act)

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

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

To,

ERNET India
5th Floor, Block I A Wing
DMRC IT Park, Shastri Park,
Delhi-110053

Dear Sirs,

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

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

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

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

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

WITNESS

BANK

Signature _____

Signature _____

Name _____

Name _____
(Bank's Rubber Stamp)

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

Designation with Bank Stamp

Attorney as per Power of Attorney No. _____

Date: _____

Place :

MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD(To be stamped in accordance with stamp Act)

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

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

To,

ERNET India
 5th Floor, Block I A Wing
 DMRC IT Park, Shastri Park,
 Delhi-110053

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

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

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

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

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

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

WITNESS

BANK

Signature _____

Signature _____

Name _____

Name _____
(Bank's Rubber Stamp)

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

Designation with Bank Stamp

Attorney as per Power of Attorney No. _____

Date: _____

Place :

Preferential Market Access(PMA) AFFIDAVIT

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

Date:

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

, resident of

do hereby solemnly affirm and declare as under:

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

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

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

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

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

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

- i. Name and details of the domestic manufacturer (Registered office, manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Electronic product for which the certificate has been produced
- iv. Procuring agency to whom the certificate is furnished
- v. Percentage of domestic value addition claimed
- vi. Name and contact details of the unit of the manufacturer
- vii. Sale price of the product
- viii. Ex-factory price of the product
- ix. Freight, insurance and handling
- x. Total bill of material
- xi. List and total cost value of inputs used for manufacture of the electronic product.
- xii. List and total cost of inputs which are domestically sourced. Please attach certificate from suppliers if the input is not in-house.
- xiii. List and cost of inputs which are imported, directly or indirectly.

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

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

<Insert Name, Designation and Contact No.>