

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

Tender No. EI-D/SE&ET/SVC/001-10/2020

Dated: 07.01.2021

Due Date: 01.02.2021 & Time: 3:00 PM

Opening of Bids: 01.02.2021 & Time: 3:30 PM

Subject: Invitation of Bids for Supply, Installation, Commissioning & Integration of ICT Infrastructure for Smart Virtual Classrooms at Schools, Lead Schools and DIETs – reg.

Sir/Madam,

1. ERNET India, an Autonomous Scientific Society under Ministry of Electronics & Information Technology, Govt. of India, has pioneered internet to the country and has been a self-sustaining organization. ERNET India has been supporting in proliferating Internet in the country and has been upgrading its infrastructure as per latest state of art technologies. ERNET India as a technology consultant implemented various projects by commissioning ICT infrastructure for teaching aid, Campus Network, Wi-Fi & other IT infrastructure for various ministries, departments, academic & research institutions/universities/colleges/schools under central and state Governments. ERNET India is also providing Internet & other VPN access services to various Institutions, universities, colleges, departments and organizations of central / state government. ERNET India also provides "C" Band based VSAT based connectivity to the remote unconnected areas. ERNET India has implemented and operated ERNET India's **Smart Virtual Classrooms in 3204 Govt. owned / controlled schools & 50 District Institute of Education & Training (DIET) in 7 pilot states of (Himachal Pradesh, Gujarat, Rajasthan, Tripura, Haryana, Andhra Pradesh and Tamil Nadu) with the focus to improve the quality of education to students from remote/ rural part of the country.** The technology involved in establishing a centralized control system at a data center which host the MCU, Streaming/ Recording server and associated component for multiparty audio/ video interaction among participating **schools/DIETs.** The Schools/DIETs have technology enhanced classrooms having **computer, electronic white board, HD webcam, projector, specialized software, interactive audio-video systems,** etc. Regular & Specialized faculties at DIETs have successfully been taking the lectures live through the use of technology to the other schools in that district as well as in the adjoining areas.

2. ERNET India intends to empanel eligible system integrators (SI) for implementation of **smart virtual classroom facilities or its associated services in Govt. owned / controlled schools / institutes/ universities / organization (to be identified at later stage) with the focus to improve the quality of education to students across the country. The empanelment is aimed at creating a technology enhanced classrooms that foster opportunities for teaching and learning by integrating various ICT equipment, such as computers, electronic white boards, projectors, specialized software, interactive audio-video systems, etc.**

3. The selected bidder(s) shall be empaneled with ERNET India for a period of 24 months. Further, the empanelment can be extended for a period of 6 months through mutual consent. However, no minimum

order value has been guaranteed by ERNET India through this empanelment. Rates quoted shall be valid for the period of empanelment and the extended period for similar specific requirement. The empaneled bidder(s) shall have to enter into a written agreement on Rs. 100 non-judicial stamp paper with ERNET India for honoring all tender conditions and warranty maintenance support, in executing the purchase orders placed by ERNET India.

4. Sealed tenders are therefore, invited from the reputed manufacturers or their authorized representatives for empanelment w.r.t supply, Installation & Commissioning of items as per **Annexure-I** in conformity with Technical Specifications as per **Annexure-II**. Interested parties who wish to enter into the empanelment for providing the required equipment/services may download the Tender Document from ERNET India website or Central Public Procurement (CPP) portal as per the schedule detailed below:

1	Issuance of Tender Document	:	07.01.2021 to 01.02.2021 (between 11:00 AM to 3:00 PM)
2	Receipt of Queries	:	Up to 13.01.2021 by 11:00 AM (Queries after above date will not be entertained in any circumstances)
3	Pre-bid meeting	:	15.01.2021 (02:00 PM onwards, An online meeting will be held and its link will be shared to only those who will share the Tender Fee Payment receipt)
4	Response to Queries	:	By 21.01.2021 (on CPP Portal/ERNET India Website only)
5	Receipt of Bids	:	Upto 01.02.2021 by 3:00 PM at ERNET India, 5 th Floor, Block – I, A Wing, Delhi IT Park, Shastri Park, Delhi-110053
6	Opening of Bids	:	01.02.2021 (3:30 PM) at above ERNET India office.

Note: Bidders should note that any query related to any terms and conditions of the tender should be strictly submitted in person or through email (registrar@eis.ernet.in) to Registrar & CPO, ERNET India with due acknowledgement as per above schedule / details and no other form of communication will be accepted. The queries may also need to be copied to kishor.lala@eis.ernet.in. ERNET India will not accept/ entertain any query from any prospective bidders beyond the last date of query submission.

5. ERNET India shall organize a online Pre-Bid meeting on the queries submitted (by stipulated date & Time) by the Bidders on the scheduled date and time. Interested parties who wish to bid for the empanelment may request ERNET India to receive the link for online Pre-bid meeting by sending email to kishor.lala@eis.ernet.in. 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. **Not more than two authorised persons from intending bidder's organization, will be allowed to attend online Pre Bid Meeting**

6. Response/clarifications of Queries 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.

7. 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.

8. Bid submitted by telegram / fax / e-mail etc. shall not be considered. ERNET India shall not be responsible for any postal delay or non-receipt / non delivery of the documents. No further correspondence on the subject will be entertained.

9. ELIGIBILITY CRITERIA

A. For Bidders

i) The bidder should have valid ISO 9001:2008 or equivalent and ISO 27001 or equivalent certification. Supporting documentary proof should be enclosed.

ii) The products being quoted by the bidder should not have been declared as "end-of-sale" and "end-of-support" by the respective OEM/manufacture. 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/softwares shall be available for next 5 years from the date of successful installation & acceptance of the project and will support ERNET India or any government agency during the above defined period. Also undertake that in the event of OEM company being taken over by another company/any other legal entity, the OEM company must pass on all obligations under this contract to the new company under intimation to ERNET India.
- Undertake that equipment supplied by the OEM should be transferrable to any other government agency at a later date along with warranty/AMC benefits. Also such agency may use AMC rates achieved through this tender for the period of 3 years from expiry of warranty.

Note: All Authorizations from the OEM should be in Original Ink Signed and stamped, duplicate copy of the same will not be accepted.

iii) The bidder is allowed to offer products from only one OEM against each item. Options of more than one OEM products against any item should not be quoted and such bids shall be rejected out rightly. 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. 15 Cr. or Two similar projects of value not less than Rs. 8 Cr. each or Three similar projects of value not less than 6 Cr. each within last 5 years.

For MSME and Start-up enterprises:

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. 5 Cr. or Two similar projects of value not less than Rs. 3 Cr. each or Three similar projects of value not less than 2 Cr. each within last 3 years.

- v) The Bidder should have been in the business of ICT infrastructure implementation and integration related activities for at least past 5 years. However, if the bidder has 3 years or more business experience of ICT infrastructure implementation and has also implemented at least one project in the NER region for at least 10 locations, the bidder will be considered eligible in experience to bid for this tender. The Bidder shall submit the declaration duly signed and stamped by Bidder's authorized signatory regarding these along with the documentary proofs in the bid. Copy of purchase orders should be submitted as a proof.

For MSME and Start-up enterprises:

The Bidder should have been in the business of ICT infrastructure implementation and integration related activities for at least past 3 years. However, if the bidder has 1 year or more business experience of ICT infrastructure implementation and has also implemented at least one project in the NER region for at least 10 locations, the bidder will be considered eligible in experience to bid for this tender. The Bidder shall submit the declaration duly signed and stamped by Bidder's authorized signatory regarding these along with the documentary proofs in the bid. Copy of purchase orders should be submitted as a proof.

- vi) The Bidder should have successfully executed atleast one multi-location (at least 100 locations) project for any Govt. Department/Organization/Institute/University/PSU in India in last 5 years. Copy of purchase orders along with satisfactory work completion certificate from respective client is to be submitted in support of this eligibility criteria.

For MSME and Start-up enterprises:

The Bidder should have successfully executed atleast one multi-location (at least 25 locations) project for any Govt. Department/Organization/Institute/University/PSU in India in last 3 years. Copy of purchase orders along with satisfactory work completion certificate from respective client is to be submitted in support of this eligibility criteria.

- vii) The bidder may be asked to present and **demonstrate** the offered product(s) at a **short notice of 07 days** during the technical evaluation. An undertaking confirming the same should be submitted in this respect along with the tender.

- viii) 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.

- ix) The bidder should have an average annual turnover of Rs.50 Crores in any of the two years out of the financial years i.e. 2017-18, 2018-19 and 2019-20. The Bidder has to provide a certificate from a Practicing Chartered Accountant on his letter head confirming annual turnover for the years considered for calculating average turnover and net-worth as on 31.03.2020.

For MSME and Start-up enterprises:

- x) The bidder should have an average annual turnover of Rs.15 Crores in any of the two years out of the financial years i.e. 2017-18, 2018-19 and 2019-20. The Bidder has to provide a certificate from a Practicing Chartered Accountant on his letter head confirming annual



turnover for the years considered for calculating average turnover and net-worth as on 31.03.2020.

- xi) The bidder should be a Company registered in India under the Indian Companies Act 2013 or a partnership firm registered under the India Partnership Act 1932 or a limited liability partnership firm registered under Limited Liability Partnership Act 2008 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.

For MSME and Start-up enterprises:

The bidder should be a Company registered in India under the Indian Companies Act 2013 or a partnership firm registered under the India Partnership Act 1932 or a limited liability partnership firm registered under Limited Liability Partnership Act 2008 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 three 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.

- xii) The bidder will be ineligible to apply for this tender in case any proceedings have been initiated against the bidder under Insolvency and Bankruptcy Code (IBC), 2016 and order has been passed by NCLT in this regard at the time of bidding or during tender process. An undertaking to this effect should be submitted by the Bidder.
- xiii) The bidder should have an office in the Delhi state/ NCR with support centers manned with their own qualified engineers across India with a Toll Free number to provide support services for the faulty systems/subsystem of equipment in conformity with the SLA as defined in this tender document. Documentary proof along with undertaking to this effect should be submitted.
- xiv) The Bidder should have a country wide support infrastructure. An undertaking to this effect should be submitted by the Bidder.
- xv) All offered products, softwares & components should support seamless inter-operability among them and with the products, softwares & components of other bidders based on ITU standards, **wherever applicable**. An undertaking to this effect should be submitted by the bidder".
- xvi) All offered products, softwares & components should be as per IEEE standards, **wherever applicable** and other standards mentioned in the respective specifications. An undertaking to this effect should be submitted by the bidder.
- xvii) The bidders should give clause-by-clause compliance for the technical specification of the equipment along with cross reference of individual points from product data sheet/ literature and to be submitted in their technical bids. Also give unconditional compliance of all general and special terms & conditions as mentioned in the Tender document. Any form of conditional bid is liable to be rejected.



- xviii) All the equipment & devices should be properly configured. There should not be any vulnerability left in the equipment on every system update. An undertaking to this effect should be submitted by the bidder.
- xix) The bidder must comply with the Integrity Pact (IP) as mandated by CVC, Government of India as a preliminary qualification and sign the Integrity Pact (IP) as given at Annexure-VII of the tender.
- xx) The bidder should sign, stamp and submit the certification w.r.t Public procurement as per annexure-IX.
- xxi) Bidder should submit un-priced bill of material as part of the technical bid with exact make & model as per annexure I.

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

- i) OEMs whose products have been offered in the bid shall be based in India should have Authorized technical assistance / support centre in India to provide quick service and technical support. OEM(s) should be registered in India for atleast last 5 years, manned with their own engineers. Relevant documentary proof should be submitted.
- ii) Keeping in view the project requirements and SLA adherence of the project by the bidder / system integrator, the OEM(s) or its Reseller/Franchise must have spares depots in India with local logistics support arrangements in minimum of 10 States out of which minimum 2 States in Central India, 2 States in East India, 2 States in West India, 2 States in North India and 2 States in South India. Out of 2 States in East India, 1 State should be in North East India. This is to ensure immediate delivery of spares parts. The bidder should furnish the details of the physical address and telephone number (s) of the Spares Depot (s).
- Central India means Madhya Pradesh and Chhattisgarh.
 - East India means Bihar, Orissa, Jharkhand, and West Bengal, North East India means Arunachal Pradesh, Assam, Manipur, Meghalaya, Mizoram, Nagaland, Sikkim and Tripura.
 - West India means Rajasthan, Gujarat, Goa and Maharashtra.
 - North India means Himachal Pradesh, Punjab, Uttarakhand, Uttar Pradesh and Haryana.
 - South India means Andhra Pradesh, Karnataka, Kerala and Tamil Nadu.

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 liable for rejection. 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 any clarifications, as per its discretion.

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 may be summarily rejected, action shall be taken against them as per the provisions and no correspondence on the same shall be entertained.



10. GENERAL CONDITIONS

- i) To claim the relaxation under MSME and Start-ups category, bidder has to submit all the requisite certificate/documents.
- 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, signed copy of the Integrity Pact (IP) as given at Annexure-VII, un-priced bill of material with make, model details, literature, pamphlets, drawing etc. against both the sub-set. 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 two separate sealed covers, the first cover (of price bid) super-subscribing **"Cover for Grand Total Value"** should consist of 'GTV' strictly in the format available at Annexure – III. The second cover (of price bid) super-subscribing **"Cover for Item wise price break-up for the mentioned GTV"** should consist of item wise price break-up strictly in the format available at Annexure – IV. It is mandatory to quote for all the items as per Annexure I. **Both the covers (Technical bid and Commercial bid) should first be sealed separately**, and then should be kept **in a single sealed bigger cover**. This cover addressed by name to the officer signing this enquiry should be submitted before due date and time. All the covers should be clearly marked **"Bids for Supply, Installation, Commissioning & Integration of ICT Infrastructure for Smart Virtual Classrooms at Schools, Lead Schools and DIETs"**.

Please Note that Prices should not be indicated in the Technical Bid and should only be indicated in the Price Bid. Any default on the same may lead to rejection of bid(s).

- iii) Bids should be valid for a minimum period of 180 days from the due date mentioned below or any extended due date. In exceptional circumstances, the ERNET India may request the Bidder 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.
- iv) Envelope should bear the inscription:

"Bids for Supply, Installation, and Commissioning & Integration of ICT Infrastructure for Smart Virtual Classrooms at Schools, Lead Schools and DIETs "
"Tender Enquiry No. : EI-D/SE&ET/SVC/001-10/2020"
"Due Date & Time for Bids submission: 01.02.2021 at 3.00 P.M."
"Due Date & Time for Opening of Bids: 01.02.2021 at 3.30 P.M."
- v) The Bids must be dropped in the prescribed Tender box kept at the reception or should reach to the undersigned on or before the due date, i.e., **on 01.02.2021 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. Any type of delivery/ installation/ commissioning or any charged essential

or incidental to performance of work must be inclusive in unit prices quoted by bidders. 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-IV. Bids not quoted in the specified format shall be outrightly rejected. Also, ERNET India reserves the right to correct any of the arithmetical and/or Tax errors in the bidder(s)'s price bids and thereby derived a revised GTV based on arithmetical correction for evaluation of bids.

- vii) Bidder(s) should be registered under Goods and Service Tax (GST) and should comply with all provisions of GST. Rates should be quoted giving the basic price, Tax etc., if any as per Annexure IV. Bidder(s) should undertake that in case of non-compliance by the Bidder of the GST provisions which results in blockage/reversal of any input tax credit to ERNET India, Bidder(s) shall be liable to indemnify the ERNET India any such loss of input credit including interest, penalty and all incidental expenses incurred by ERNET India. Such indemnification may also be by way of invocation of any security deposit, deduction from any payment that ERNET India has to make to the Bidder(s), as per the discretion of the ERNET India. ERNET India reserves the right to review the Vendor/ bidder documents to ensure that they are GST compliant and in such a case bidder shall forthwith provide all such documents as may be required by ERNET India. In case, in future any GST liability is required to be borne by ERNET India; which was the responsibility of the bidder(s), then the same shall be claimed from the Vendors by way of raising debit notes. In case of any variation in the GST rates (upward/ downward) than the quoted rates, the rate applicable on the date of raising of invoices will be paid. ERNET India will not bear any additional tax burden due to change in tax rate for delay on account of delivery, installation and commissioning by the Bidder. For other GST terms and conditions, vendor to refer Annexure VIII, must duly sign and submit along with the response.
- viii) This tender is being issued with no financial commitment & the Competent Authority of ERNET India reserves the right to cancel the tender at any time before signing of Rate Contract or change/modify/withdraw any part of this tender document at any stage, without assigning any reason, thereof.
- ix) 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 without seeking any additional documents.** Decision of ERNET India in this regard shall be final.
- x) Bidder shall sign all pages of the bid document including all enclosures to be submitted with the bid.
- xi) The bidder must quote for all the items as mentioned in the Annexure-I. The bids not quoting all the items and/or quoted zero value against any item of Annexure-I will be summarily rejected. ERNET India reserves the right to order any item/items in any set of combinations depending upon the requirement of client organization.
- xii) 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.
- xiii) Any attempt of negotiation direct or indirect on the part of the bidder with the authority to whom he has submitted the tender or authority who is competent finally to accept it after he has submitted his tender or any endeavor to secure any interest for an actual or prospective

bidder or to influence by any means the acceptance of a particular tender will render the tender liable to be excluded from consideration. The decision of ERNET India in this regard will be final & conclusive and no queries/communication will be entertained in this regard.

- xiv) The bidders will have to arrange for all the testing equipment and tools, cables, connectors, extension boxes etc required for installation, testing, maintenance etc.

11. BID SECURING DECLARATION

- (i) Bid must be accompanied by **Annexure V-B i.e. Bid Securing Declaration Form**.
- (ii) Bid response received without **Bid Securing Declaration Form** are liable to be rejected.
- (iii) If the bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of the tender, action shall be taken against them as per Annexure V-B and no correspondence on the same shall be entertained.

12. INSPECTION

- i. ERNET India or its authorized representatives shall have the right to inspect or to test the items to ensure their conformity to the prescribed specifications. The supplier shall provide all reasonable facilities and assistance to the inspection team at no charge to ERNET India.
- ii. In case any inspected or tested installations fail to conform to the specifications, ERNET India may reject them and supplier shall correct the installation in conformity with the specification required free of cost to ERNET India. Any delay due to above will be attributable to the bidder and shall attract relevant penalty clauses of the tender.

13. PAYMENT TERMS

- I) In case of any discrepancy between rates mentioned in figures and words, the later shall prevail.
- II) ERNET India shall release the payments on receipt of pre-receipted bill in duplicate as per the following schedule:

For Remote Location i.e. possibly DIETs / lead school & Schools:

- a) In case the sites awarded are less than or equal to 100, then payment equivalent to 85% of the value of purchase order (PO) shall be made by ERNET India, after deducting all penalties (if any), on 100% completion of delivery, installation, commissioning, testing, training & acceptance of the ordered systems/items along with integration with the central infra. Balance 15% percent payment of purchase order after deducting all penalties (if any) would be released in 4 equal instalments on half yearly basis during the warranty period (2 years) upon successful completion of every half year starting from the start of warranty period. Payment will be subject to receipt of GST compliant invoice in duplicate.
- b) In case the sites awarded in a PO are more than 100:
 - i. Payment equivalent to 85% of the PO value of 100 sites at every occasion shall be made by ERNET India after completion of delivery, installation, commissioning, testing, training & acceptance of sites in a lot of 100.



- ii. In case the number of sites remaining in the last lot are less than 100 then payment equivalent to 85% of the remaining sites of the last lot shall be made by ERNET India after completion of delivery, installation, commissioning, testing, training & acceptance of remaining sites.
 - iii. All the milestone payments will be released after deducting penalties (if any) on completion of delivery, installation, commissioning, testing, training & acceptance of the sites along with integration with the central infrastructure.
 - iv. Balance 15% percent payment of each milestone after deducting all penalties (if any) would be released in 4 equal instalments on half yearly basis during the warranty period (2 years) upon successful completion of every half year starting from the start of warranty period.
- c) After completion of 100% of awarded sites, vendor(s) will also have an option to claim balance 15% payment at this stage; if it submits a bank guarantee (BG) equivalent to the balance 15% amount valid for complete period of warranty service (i.e. 2 years of warranty period + 3 months BG claim period). Also the 1st payment mile stone (i.e. completion of 100 sites) payment is subject to the bidder(s) submission of the proof (delivery challan of the material in possession) of 100 percent material possession for the complete PO requirement in their warehouse.
- ii) The payments will be made as per actual supplied/installed/consumed quantities/items along with acceptance testing of ERNET India/End user. The payment will not be made for any extra item supplied/work done which was not the part of PO.
 - iii) The eligible payments to be released to the bidder(s) will further be subject to the receipt of the funds from project sponsoring institutes/organizations/departments/Ministry, etc. In case funds from project sponsoring institutes/organizations/departments/Ministry etc. is received in installments; then release of payments between the multiple vendors will be prioritized on the basis of date of delivery/installation of the systems/items & ERNET India's decision in this regard will be final.
 - iv) Payments for yearly AMC (if awarded) will be released after deducting all penalties (if any) in 2 equal installments upon successful completion of every six months of AMC support on submission of bills. Payment will be subject to the receipt of GST compliance invoice in duplicate.
 - v) All the payments will further be subjected to the compliance of all other terms and conditions of the tender/PO.

Note 1: The selected vendor(s) have to work in close coordination with the vendor of central site (empaneled through a separate tender process) for installation, integration, smooth acceptance process of remote sites to be installed by the selected vendor(s).

Note 2: All the above payments will be released subject to the condition that successful bidder(s) has submitted the Performance Security equivalent to 3% of the total value of the purchase order(s) (including tax part of PO), as per clause no. 17 below.



14. WARRANTY/ ANNUAL MAINTENANCE CONTRACT

- i) Onsite warranty/AMC services shall be provided at the specified locations of installation of equipment supplied.
- ii) The Warranty period of 2 years will start from the date of acceptance of last site of each lot of 100 sites or and in case the number of sites remaining in the last lot are less than 100 then date of acceptance of last site of that lot. If the sites awarded are less than 100 then the warranty period starts from the date of acceptance of last site.
- iii) Warranty shall include free maintenance of the whole equipment supplied including free replacement of faulty equipment/parts free software upgrades/ updates/ renewals/ replacement of batteries (if so required based on the measurement of minimum back-up time period asked in the RFP). The defects, if any shall be attended to on immediate basis.
- iv) The bidders are also required to quote for Comprehensive AMC of three years on per year basis after warranty period is over. AMC for another year beyond three years may also be considered for awarding by ERNET India/ end-user on the 3rd year AMC rates mentioned in the Rate Contract. The Comprehensive AMC includes onsite warranty with parts and software updates/ upgrades/ renewals/ replacement of batteries (if so required based on the measurement of minimum back-up time period asked in the RFP). The bids received without quotes for Comprehensive AMC would be out rightly rejected. AMC cost for three years will also be taken into account for commercial evaluation. However, award of AMC order will be at the discretion of ERNET India or its user(s). The vendors have to submit relevant proofs of back-to-back purchased warranty/AMC supports from OEM if so asked by ERNET India, failing which the payment for such warranty/AMC period will not be released.

15. SERVICE LEVEL AGREEMENT (SLA)

- i) After commissioning & acceptance, during warranty & AMC, the vendor(s) shall be responsible for minimum uptime of 98% on 24x7 basis of the system as a whole and shall enter into a SLA for this purpose. The uptime will be calculated over a period of three (03) month time frame.
- ii) The permissible downtime of 2% will further be subject to a maximum downtime of 24 hours at a stretch at any instance. In case the same exceeds 24 hours at a stretch then penalty clause at Clause 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.
- iii) Failure of any equipment / degradation of equipment performance such as UPS backup time will be treated as downtime of the system as a whole and attract SLA penalties.
- iv) As part of service level commitments, the successful bidder(s) have to individually setup, maintain & manage a 24x7 help desk operations support with toll free number, automated complaint management system for complaint booking, generation of token number, generation of multiple reports relating to operations support.



16. PENALTY CLAUSE FOR NON CONFORMANCE TO ABOVE

SLA for DIETs/Lead Schools & Schools

- i) ERNET India may deduct Rs. 1000/- from the due payments or recover from half yearly 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. 100/- for every 01 hour of down time maximum upto 20 days at a stretch or part thereof from the due payments and/or available performance security. Also in case if ERNET India orders for Resident Engineers, the absence of resident engineers from the designated site will be treated as a down time for the site and accordingly the above penalties will be imposed.
- ii) In any case, if the equipment is not made operational for 20 days from the time of reporting of fault, the performance security submitted by vendor(s) to ERNET India may be forfeited/invoked and ERNET India may proceed to get the work done at the vendor's risk and cost. Also any payments (payable to vendor(s)) shall not be paid too and 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 one year, for further dealings with ERNET India.

Note: In any case the penalty will not exceed the amount payable to the vendor for that particular PO and no recovery will be made from any other payment due to the vendor either in respect of this contract or any other contracts.

17. PERFORMANCE SECURITY

A. Performance Bank Guarantee

- i) Bidder shall submit a performance security deposit called as performance bank guarantee (PBG) of 3% of the value of each purchase order (including tax value of PO) issued by ERNET India. This must be submitted within 15 days from the date of issuance of purchase order.
 - a. The performance security may be in form of Demand Draft / Pay Order / Bank Guarantee (PBG as per annexure V-A) of any nationalized/scheduled commercial bank.
 - b. The PBG should be valid for the minimum period of bidder's service liability plus 3 months in respect of purchase order(s). Service liability is defined as the cumulative time period mentioned for supply, installation, commissioning, delivery, integration & warranty services or any extensions granted by ERNET India for the PO.
 - c. In case bidder fails to deliver the items/services (warranty etc.) under the terms and conditions of contract, the PBG so submitted by the bidder is liable to be forfeited.
 - d. PBG shall be released immediately after 3 months after the completion of the warranty or any extended warranty period whichever be the case.
 - e. In case of default in terms and conditions of contract during the service liability period, PBG so submitted by the bidder is also liable to be forfeited.
 - f. Any delay in submission of PBG as per timelines mentioned above at S. No. 17A(i) may attract LD and/or cancellation of PO/RC. Non submission of performance security as per above schedule may lead to cancellation of work

order. Also no right to demand any payment w.r.t work done by the bidder till such date will arise and entertained in such a case.

- ii) In case of any extension in the period of implementation/delivery / installation or any other service liability period, Vendor shall be required to extend the validity of PBG for such period plus 3 months on its own. In case bidder failed to extend the validity of already submitted BG (3 months prior to expiry) as per extended period plus 3 months, ERNET India reserves the right to invoke the BG without any notice to the vendor. No interest will be payable by ERNET India on the Performance Security.

B. RC Security Deposit

- i. At the time of signing of rate contract, the successful bidder(s) shall be required to submit a rate contract security deposit(RCSD) of Rs.10 Lakhs towards adherence of rate contract in the form of Demand Draft/ Pay Order/EM Fixed deposit/Bank Guarantee (as per annexure V-A) 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. In case of any extension in the initial period of delivery / installation or any other service liability period, successful bidder(s) have to extend the validity of BG for such extended period plus 3 months on its own. In case bidder failed to extend the validity of already submitted BG (3 months prior to expiry) as per extended period plus 3 months, ERNET India reserves the right to invoke the BG without any notice to the vendor. The security deposit / BG will be returned after the successful expiry of rate contract period.
- ii. The RCSD will be returned after the successful expiry of rate contract (RC) period. In case of any mutual agreement that extends the validity of Rate Contract, RCSD shall be returned after the extended rate contract expiry period. In case of RC extension, **fifteen days** before the expiry of RCSD, bidder will ensure submission of extended 'RCSD' or shall submit a new RCSD valid for the new period. RCSD may be forfeited if the bidder fails to submit the extended RCSD. No interest will be payable by ERNET India on the Performance Security.
- iii. If performance security has been submitted in the form of BG then the successful bidder has to ensure submission of all performance security (PBG/RCSD) as per the latest RBI guidelines.

18. DELIVERY AND INSTALLATION PERIOD

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

For DIETs/Lead school & Schools):

- a) First 100 of the awarded sites (schools along with its corresponding DIETs / Lead locations) should be delivered, installed, commissioned, tested & made available for acceptance along with integration with central site and imparting training to the site officials within 08 weeks from the date of placement of the purchase order.
- b) Subsequent 100 or part thereof of the awarded sites on each occasion up to the completion of 100% sites (schools along with its corresponding DIETs / Lead locations) should be delivered-, installed, commissioned, tested & made available for acceptance along with integration with the central site along with imparting training to the site officials within 02 weeks from the date of placement of the purchase order.

- c) To achieve timely delivery/ integration the vendor(s) have to work in close coordination with the vendor of central site. However, if vendor of central site fail to timely complete the central or install the VC (video conference) End-points, the delay so occurs will not be counted on part of the vendor(s). The decision of ERNET India in regard to assessment of delay (beyond the above schedule) on the part of vendor(s) will be final and binding on the vendor(s).
- ii) The vendor(s) should also be responsible to complete all integration activities for their respective work (in coordination with other vendor(s)) in any set of delivered sites within the above time limits in the process of achieving specified architecture for running of smart virtual classes as per scope of project. Any delay by the vendor(s) in the performance of delivery, installation, commissioning, integration, testing/acceptance and imparting of training of items shall render the vendor(s) liable to any or all of the following sanctions-i) forfeiture of its Performance Security Deposit, ii) imposition of liquidated damage as per clause 19 below or/and iii) cancellation of the purchase order for default, iv) debarring/ blacklisting the vendor(s).
- iii) Equipments/items will be directly supplied at specified sites for installation (the detailed address of the sites along with its contact official details will be provided along with purchase order). All the expenses involved in shipping the equipment to the sites specified by ERNET India will be borne by the vendor(s). All aspects of safe delivery shall be the exclusive responsibility of the successful vendor(s). ERNET India will have the right to reject the items/equipment supplied, if it does not comply with the specifications at any point of installation/inspections.
- iv) In case of any specialized delivery / installation requirements received from ERNET India client(s), ERNET India reserves the right to reduce the delivery & installation period by a reasonable period i.e. upto 4 weeks.

19. LIQUIDATED DAMAGES(LD)

- i) In the event of the vendor's failure to complete the delivery, installation, commissioning, integration and testing of the ordered equipment's/component's along with imparting of training as per the delivery schedule specified in the tender or any mutually extended period, ERNET India may at its discretion withhold any payment, as liquidated damages (and not by way of penalty) at the rate of 2% of the PO value of non-operational sites per week or a part of a week subject to a maximum of 14%(but not exceeding 10% of the total PO value(s)).The amount towards Liquidated Damage would be recovered from the performance security and/or the amounts due to vendor. The LD will be imposed only in case the delay is attributable to the vendor. No LD will be imposed if the designated site is not ready for installation due to a dependency on end-user/ State / ERNET India.
- ii) In case the cumulative delay (for all the sites put together) is beyond 7 weeks in an awarded PO during the implementation period, ERNET India reserves the right to cancel the purchase order and forfeit all due payments including forfeiture of Security Deposit, besides initiating legal action as per rules/laws and/or debarring / blacklisting the vendor(s) concerned for at least one year, for further dealings with ERNET India. In such a case ERNET India may initiate action to get the work completed at the cost and risk of vendor(s) and may further distribute such a work to other remaining vendor(s) in suitable ratio in conformity with the distribution as indicated at clause 22 (ix) & (x).



20. CANCELLATION OF TENDER

- i. 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.
- ii. 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 India's website / CPP portal to keep prospective bidder informed about it.
- iii. ERNET India in view of projects requirement may reject any bid, not meeting the prescribed criteria(s) or found incomplete in any respect, at any stage of this tender process.

21. SPECIAL TERMS & CONDITIONS

- i) ERNET India will empanel to maximum of three bidders.
- ii) In the event of transfer of ownership/management of the bidder agency or the concerned division, all the obligations and/or execution responsibilities under the agreement with the ERNET India, should be passed on for compliance to the new management and should be intimated to ERNET India, further for the removal of doubt it is clarified that in case of insolvency/bankruptcy, provisions of Insolvency and Bankruptcy Code, 2016 will apply. Bidder need to inform ERNET India whenever such a proceeding is being intended or initiated.
- iii) In case of Insolvency and Bankruptcy of any of the qualified bidder or empaneled bidder:
 - a. **At any stage** if the empaneled bidder becomes insolvent/bankrupt/ files insolvency by self or imposed, the bidder has to immediately inform ERNET India within 07 days.
 - i. In such a scenario, **ERNET India has the right and may decide not to forfeit the submitted Security deposits.**
 - ii. In case the bidder **becomes insolvent/bankrupt and files for insolvency but fails** to inform ERNET India within 07 days of filing of insolvency/becoming insolvent (these facts comes to the knowledge of ERNET India from any source (s) other than the bidder itself), **ERNET India has the right and may forfeit the Security deposits, cancel the awarded POs & Rate Contracts.**
 - b. If the bidder becomes insolvent and bankrupt, **during the process of tendering and before the issuance of PO**, ERNET India may offer the bidder's portion of work to other empaneled bidders.
 - c. In case the bidder becomes insolvent or bankrupt, during execution of the work,
 - i. To continue the execution of PO/RC, Bidder will have to produce a letter from RP/IRP that bidder/company has the requisite capability and all means to execute the project. ERNET India reserves the right to allow the bidder to execute the work w.r.t awarded PO or to cancel the work order.
 - ii. In case the Bidder is unable to produce such a letter/execute the work, ERNET India reserves the right to cancel the work order and get the work done as per its own discretion and an amount equivalent to 20% of the full order value of incomplete PO (s) and to recover this amount by way of forfeiting security deposit and/or any due payment of the bidder.



- iv) 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 empaneled bidder(s) with respect to the product with the old name shall be passed on along with the product so renamed.
- v) If any product which is declared end-of-life product by OEM before the delivery of product, in this case the vendor(s) should supply next higher model/version of the product without additional cost.
- vi) In case, vendor(s) fails to meet any of the service conditions and/or found in breach of any condition(s) of tender or supply order, at any stage during the course of its service liability/ empanelment period, ERNET India besides, terminating its empanelment, forfeiting any due payments and/ or Security Deposits may also debar and blacklist the bidder(s) concerned for at least one year, for further dealings with ERNET India and also may initiate legal action as per rules/laws applicable.
- vii) ERNET India may, at any time, terminate the empanelment / purchase order by giving written notice to the selected bidder(s)/ vendor without any compensation, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to ERNET India. In case of termination, the work of such a vendor(s) may be distributed to other remaining vendor(s) as per the decision of ERNET India in this regard.
- viii) The vendor(s) should not assign or sublet the complete work to any other agency in any form. Any such eventuality may result in termination of empanelment / purchase order and forfeiture of Security Deposit concerning such bidder(s). The vendor(s) should inform in writing to ERNET India in case of subletting of any sub-task to any other agency in any form.
- ix) During technical evaluation, ERNET India reserves the right to ask the bidder(s) for conducting a proof-of-concept (PoC) and may declare the equipment/solution as technically viable or non-viable and to reject the technical bid in case it is found to be technically non-viable.
- x) A detailed Bill of Material as in Annexure-I has been prepared as per the defined scope of work & enclosed herewith. However, it is the bidder's responsibility to see the completeness of the solution and if required bidder may quote for additional items/equipment to complete the proposed solution design.
- xi) The hardware specifications provided in the tender is the minimum required and bidder may quote for higher specifications to optimize as per the offered solution requirements.
- xii) The successful bidder(s) w.r.t the requirement will have to install a model site in r/o every awarded project and get the same approved by ERNET India project team within 15 days from the date of issue of purchase order. Also the successful bidder will be required to make necessary changes in the model site if so suggested by ERNET India team and further replicate the same model across all sites or as directed by ERNET India team on case to case basis.
- xiii) 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, 5th 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

xiv) Empaneled Vendor(s) may have to provide Resident Engineer (RE) on DIET/ lead school/school for any identified period as per user requirement. Accordingly, vendor(s) have to quote for per month charges in respect of provisioning of RE in their respective bids which may be used by ERNET India for ordering the line item. The resident engineer should be an engineering graduate / MCA / MSc (IT/CS) with two years of experience or Diploma engineer with 4 years of relevant exp. in handling ICT set-up. The resident engineer will work for an 8 hour shift as may be specified by ERNET India team and will be responsible for following:

Responsibility of Resident Engineer posted at DIET/Lead School/School: -

- To ensure that all SVC equipment of their DIET/Lead School must be in proper working conditions. If there is any issue related to the SVC equipment, they need to log the complaint in central helpdesk and ensure their timely resolution within SLA.
- To ensure that all the schools associated with their DIET/Lead School have operational equipment and as and when required need to visit Schools for regular maintenance task. If there is any issue related to the SVC equipment, they need to log the complaint in central helpdesk and ensure their timely resolution within SLA.
- To conduct the mock calls between DIET/Lead School and its corresponding schools to test the complete infra installed by the bidder atleast once in week.
- To coordinate with their DIET/Lead School Principal to prepare the SVC monthly usage schedule for the next month in advance and need to share the same with ERNET India.
- To manage compete installed system on daily basis to smooth running of smart virtual classroom classes.
- To coordinate with OEMs / Bidder for logging and resolution of the system problem to maintain the SLA terms.
- To coordinate with local school authorities for scheduling, establishing and managing the smart class sessions on daily basis and handling issues pertaining to connectivity.
- To provide operational training to school / DIET staffs in case of any specific requirement.
- To generate and provide the reports on smart classroom sessions/ system uptime on daily / weekly /monthly or as per requirement of ERNET India.
- To track the status of internet with all the schools and their DIET/Lead School on a regular basis and ensure the working of internet. If internet is not working at any School or their DIET, then RE need to coordinate/log the complaint with the internet service provider (ISP) and try to ensure their timely resolution

Note: Non-compliance of any of the above clauses will amount to violation of SLA terms and will be subject to LD/penalties, etc.

22. EVALUATION of TENDER

- i) The evaluation process for this tender as proposed to be adopted by the ERNET India is indicative only and is to provide the Bidders an idea of the evaluation process that the ERNET India may adopt. However, the ERNET India reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.
- ii) When necessary, during the evaluation process, the ERNET India may seek clarifications on documents submitted in their respective bids or ask the Bidders to make Technical presentations/demonstrations/PoC on any aspect, from any or all the Bidders. However, that would not entitle the Bidder to change or cause any change in the substance of the tender response submitted or price quoted.
- iii) A duly constituted Technical Evaluation Committee (TEC) will first shortlist eligible Bidders on the basis of Evaluation Criteria/Parameter of this tender. The Bids conforming to the Evaluation Criteria/Parameter will be considered for further evaluation.
- iv) A duly constituted Technical Evaluation Committee (TEC) will shortlist Technical Bids on the basis of technical solution, design, conformity of technical specifications, suitability of offered solution, parameters and features offered vis-à-vis tendered specifications requirements. If required, the short listed Bidders may be asked for a detailed technical presentation/discussion on the solution and products offered in the bid. Further, TEC may ask the bidder to bring any selected items/sub items of their quoted products for technical evaluation at ERNET India or any other location decided by TEC in specified time limit. In case, vendor fails to bring their quoted products within the stipulated time, for whatever reasons, their bid will not be considered for further evaluation. The names of technically short listed bidders will be announced to only those bidders whose bids will qualify for opening the Price/Commercial Bids.
- v) The Price Bids of only those Bidders short listed from the Technical Bids by TEC will be opened in the presence of their representatives on a specified date and time to be intimated to the respective Bidders by ERNET India, and the same will be evaluated by a duly constituted Commercial Evaluation Committee (CEC) to rank bidders as L1, L2 and L3 and so on or as the case may be (on the basis of Grand Total Value (GTV) of Annexure-III). Thereafter the detailed item wise price bid (submitted as per annexure – IV) of L1 bidder will be opened for further evaluation. However, in case the price bid submitted by L1 bidder is not in conformity with the requirements given in the tender, then the same may be rejected and treated as unsuccessful bidder. In such case the L2 bidder will be considered as L1 bidder for further process. Decision of ERNET India in this regard will be final.
- vi) Maximum of 03 bidder(s) will be empaneled at L1 rates subject to availability of technically qualified bids. The subsequent L2 and L3 bidders will have to match the GTV and accept the item wise rates quoted by L1. The L2 and L3 bidders or as the case may be will have to reply within 7 days in respect of their acceptance / non-acceptance of the offer made by ERNET India in this regard. In case no reply is received from their side within stipulated time lines, the ERNET India's offer will deemed to be not accepted by them.



vii) In case where L2 and/or L3 bidder(s) refuses the offer made by ERNET India in this regard, the next onward lowest bidder(s) (if technically qualified) will be given the same offer.

viii) The bidder(s) (other than L1) who will refuse to match the offer made by ERNET India in this regard will be disqualified.

ix) In case L2 and L3 bidders accept the offer made by ERNET India in this regard, all the three bidders (L1, L2 and L3) will be empaneled for awarding the work and accordingly purchase orders shall be released in the probable ratio L1: L2: L3 = 50:25:25 to the nearest approximation possible on the L1 rates.

x) Based on the number of bidders empaneled, the detail of the indicative distribution of work in percentage will be as follows:

S. No.	Number of technically qualified bidders who agree to match the L1(below)	L1 (%)	L2 (%)	L3 (%)
1	if work is awarded between 3 bidders ↓	50	25	25
2	if work is awarded between 2 bidders	60	40	-----
3	If work is awarded to 1 bidder only	100	-----	-----

xi) %(percentage) distribution shall be to the nearest approximation possible. In the case of part order the same ratio proportion will be maintained. However, ERNET India reserves the right to alter the above ratio proportion in the interest of work or user preference based on project lead or past performance of the bidder.

xii) In case, after empanelment of L1, L2 and L3 bidders any of the bidder refuses/does not take action within the stipulated time to sign the rate contract and/or submit the bank guarantee then the subsequent empaneled bidder (s) will replace the bidder immediately higher in the hierarchy for the purpose of work distribution. In such a scenario, ERNET India may as its own discretion decide to empanel further shortlisted successful bidder (s) for empanelment up to a maximum of total 3 bidders. Pending such decision and/or the process of empanelment, ERNET India may award the work to the already empaneled bidders based on the ratio applicable to the number of bidders who have already complied with the terms of tender with regard to the signing of rate contract and submission of security deposit. Later on if any additional bidder is empaneled then any subsequent work in ratio applicable to the extent maximum possible will be distributed.

xiii) Negotiations on commercial bids may be conducted as per directions & approval of the Competent Authority in ERNET India.

23. SCOPE OF WORK

i) The vendor(s) will carry out the work at user sites/locations as specified by ERNET India across any identified project states and will be responsible for total system integration in coordination with other successful bidder(s) and execution of project with full ownership to operate the virtual smart classrooms sessions as per requirement.

ii) The bidder will be responsible to visit the identified project locations before delivery of material to chalk-out/formulate the implementation plan and should submit its post visit detailed Implementation Plan (DIP) along with site survey report installation prerequisite based on individual site condition (if any) within 15 days of the issue of PO from ERNET India. The



above timeline provided is inclusive of the overall timeline given to the successful empaneled bidder (s).

- iii) Establishment of Smart Virtual Class rooms (with two-way interactive facility) through supply, installation, commissioning, integration and comprehensive maintenance in any of the identified schools across multiple state in conformity with Schedule of Requirement (Annexure-I (any sub items & quantities), Technical Specifications (Annexure-II) and terms & conditions of the tender. The bidder will ensure to install the supplied systems and make it operational over the VC platform through the existing 2 MBPS broadband Internet connection and provide warranty support for next 2 years.
- iv) Establishment of high-end Smart Virtual Class rooms (with two-way interactive facility) through supply, installation, commissioning, integration and comprehensive maintenance in any identified DIET/ Lead School across multiple states in conformity with Schedule of Requirement (Annexure-I (any subset of items & quantities), Technical Specifications (Annexure-II) and terms & conditions of the tender. The bidder will ensure to install the supplied systems and make it operational over the VC platform through the existing 2 MBPS broadband Internet connection and provide warranty support for next 2 years.
- v) The bidder(s) shall deliver and implement the system in conjunction with a set of best practices guidelines & industry standards for delivery of classes through virtual classroom.
- vi) The bidder(s) will ensure smooth integration of the offered equipment with any existing equipment/network at User sites/locations specified.
- vii) All the successful empaneled bidders shall provide user manual in English & Hindi to end-users detailing operations of the equipment and on-site user level training at the time of installation after getting approval from ERNET India. Also the successful bidder has to perform the work of equipment tagging at all project sites.
- viii) The bidder(s) has to ensure that during the execution of the work order that they do not damage or disrupt the existing classroom teaching and structure / services under and above the ground.
- ix) The bidder(s) has to comply with the standard government guidelines / policy for such installation and non-disclosure requirements.
- x) The methodology of installation work, to be adopted, has to ensure minimum damage to the existing finish and no loss to the aesthetic beauty of the floors & Walls. Any damage to the existing flooring / walls etc. shall be made good by the bidder.
- xi) The vendor(s) shall coordinate and organize a combined user level training to suit the requirements of the specific operations of smart virtual class room equipment. The training shall include the basic operations of installed equipment, day-to-day handling of equipment and basic level troubleshooting to the maximum of 02 staffs/ teachers of each project location for one day. Training shall be organized at any of the two convenient project locations in each District and all necessary space and permissions to be provided by ERNET India/ respective location in-charge. All the training material will be provided by the bidder(s).
- xii) The bidder(s) will ensure the availability of services from professionally qualified team during implementation of the work order and during warranty/support period.

- xiii) The bidder(s) will be liable for any software up-gradation for maintenance without any extra cost during warranty period. Also bidder will be responsible for on-site repair / replacement of faulty system / sub-system during the warranty / AMC period.
- xiv) The vendor(s) will be responsible for provisioning of electrical wiring from the mains to the point of UPS installation (approximately 100 meter on an average) in each DIET/ lead school/ school along with provisioning of required electrical sockets and switches without any additional charges to ERNET India.
- xv) The vendor(s) will be responsible for extension of LAN point from the access switch to the point of endpoint/ Desktop installation (approximately 100 meter on an average) in each DIET/ lead school/ School without any additional charges to ERNET India.
- xvi) On completion of the work the vendor(s) shall submit the detailed diagram/drawings & documentation of the project, training manual to the end user/ERNET India and obtain a acceptance testing certificate from the End user, which will be submitted to ERNET India along with the bills.
- xvii) The successful bidder(s) have to individually setup, maintain & manage a 24x7 help desk operations support with toll free number, automated complaint management system for compliant booking, generation of token number, generation of multiple reports relating to operations support.

24. INDEMNITY

The successful bidder(s) shall indemnify the ERNET India/End-user departments against all third party claims included but not limited to content quality/presentation/security flaw, payment related, infringement of patent, trademark/copyright, IPR 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 India/its customers against the effect of nonobservance of any such laws.

25. 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, pandemic, 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 non-performance 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 its option, terminate the contract.

26. TERMINATION FOR DEFAULT

i) Default is said to have occurred

- a) If the bidder fails to deliver any or all of the software equipment/ 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) including but not limited to SLA under the contract.
- c) If the vendor fails to accept the purchase order(s).

ii) If the bidder, in either of the above circumstances, does not take remedial steps within a period of 15 days after receipt of the default notice from ERNET India (or takes longer period in spite of what ERNET India may authorize in writing), ERNET India may terminate the purchase order in whole or in part. In addition to above, ERNET India may at its discretion also take the following actions: i) forfeiture of its Performance Security(PBG) Deposit and/or any due payment, ii) imposition of liquidated damage as per clause 19 above or/and iii) Initiate legal action as per rules/laws applicable iv) debarring/ blacklisting the bidder(s).

iii) ERNET India may procure, upon such terms and in such manner, as it deems appropriate, goods similar to the undelivered site/products and the defaulting bidder(s) shall be liable to compensate ERNET India for any extra expenditure involved towards goods and services to complete the scope of work in totality. As a safeguard ERNET India may at its discretion retain upto 25% of the PO value from the payment due and/or by invoking the performance security of the bidder for a period upto 18 months from the date of default is said to have occurred. Balance amount after adjustment of additional cost required to be incurred by ERNET India will be refunded back after 18 months period.

iv) If bidder refuses to accept the purchase order within 15 days or any extended period from the date of issue of purchase order from ERNET India, the offer would be treated as withdrawn and this will be termed as violation of PO & non adherence of rate contract. In such cases, the entire amount of RCSD will be forfeited & further action for termination of default may be processed. ERNET India reserves the right to take any action as deemed suitable including debarring and blacklisting of bidder for at least one year, for further dealings with ERNET India.

v) ERNET India may at any time terminate the purchase order by giving 15 days written notice to the bidder, without any compensation to the bidder(s), if the bidder(s) becomes bankrupt or otherwise insolvent.

27. ARBITRATION

- i) Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach

thereof which cannot be amicably resolved between the parties; within 90 days from the date of raising of dispute by any of the party; shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration (ICA) and the appointment of arbitrator by ICA and the award made in pursuance thereof shall be binding on the parties.

- ii) The venue of Arbitration shall be Delhi.
- iii) The law governing arbitration shall be Arbitration and conciliation Act, 1996.
- iv) The language of the arbitration shall be English.
- v) Pending reference to arbitration, the parties shall make all endeavors to complete the work in all respect. Disputes, if any, will finally be settled in the arbitration.

28. 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.

29. CARE OF WORK

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

30. 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 development 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.

31. Procurement (Preference to Make in India/ Domestic Manufacturer Clause

In pursuance of Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India ORDER No. P-45021/2/2017-PP(BE-II), dated: 4th June, 2020 contains revisions w. r.t. Public Procurement (Preference to Make In India), Order-2017 and Notifications for Electronic Products under Public Procurement Order 2017 (Public Procurement (Preference to Make in India) Order 2017 (PPP-MII Order 2017), bidder need to confirm having quoted not less than 20% of the sum total of unit price (excluding taxes) of items (as specified in Annexure- IV) as local contents. Bidders quoting less than 20% of the total bid value of local contents may not be considered for evaluation. Bidders quoting 50% or more than 50% of local contents, then purchase preference will be given in accordance with Government of India ORDER No. P-45021/2/2017-PP(BE-II), dated: 4th June, 2020. Bidder has to submit the declaration as prescribed in Price Bid (Annexure IV).

In case of bidders quoting 50% or more than 50% of local contents, then the detailed working of arriving at the values to be supported by PMA declaration (as per Annexure-VI) needs to be enclosed as part of Annexure-IV.

32. DEFECT LIABILITY PERIOD

The Bidder shall arrange for maintenance for a period of warranty from the date/dates of acceptance of installation 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 India/End user shall be at liberty to get such defects rectified at the cost and risk of the Bidder.

33. PERT/CPM/TIME SCHEDULE CHART

At the outset of the works, the bidder will submit a daily progress report using Pert/CPM/Time schedule chart bringing out completion of various activities in the project for approval of ERNET India/its customers.

Similarly, a schedule for incorporation of feedback from schools(students/teachers) and ERNET India need to be submitted.

34. WEEKLY PROGRESS REPORTS

At the outset of the works, the bidder will submit a weekly progress report using Time schedule / Gantt chart bringing out completion of various activities & milestones in the project. During the warranty period, vendor should give the presentation of the reports relating to operation and maintenance.

The bidder shall organize weekly meetings at ERNET India, Delhi to discuss the weekly implementation progress and future plan activities for each of the assigned sites.

While getting the project executed, apart from adherence to time schedule the Bidder shall strictly adhere to quality norms applicable. In case of delay of the project and/or non-adherence to the norms as set in the document, suitable penalty clauses will be attracted.

35. MISCELLANEOUS

- i) 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 requirement and the bidder may also be liable to be debarred from bidding for ERNET India RFPs in future for a period decided by ERNET India.
- ii) In the event of breach of contract as may be referred in various clause of this document, ERNET India reserves the right to withhold and/or forfeit any due payments and/ or Performance Security (PBG). ERNET India may take deemed suitable action such as debar and blacklist the bidder concerned for at least three year, for further dealings with ERNET India and further initiate legal action as per rules/laws applicable.
- iii) The bidder has to comply with the standard government guidelines / policy for such installation and non-disclosure requirements.
- iv) The methodology of installation work, to be adopted, has to ensure minimum damage to the existing finish. Any damage to the existing infrastructure shall be made good / restored as in original, by the bidder.
- v) All supporting documents/undertaking from the bidder should be in Original Ink Signed and stamped, duplicate copy of the same will not be accepted.

36. 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 specification matching as per the tender, functional testing, interoperability test of the items supplied by vendor and satisfactory user training along with proper operational hands-on training. The methodology of acceptance may be by physically visiting the site or through installed video conferencing set-up as decided by ERNET India team.
- 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) 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 India, mentioned in the purchase order.
- vi) 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.



vii) The equipment supplied should work under the specified solution design. It shall be the exclusive responsibility of the vendor(s) supplying the equipment to provide appropriate device drivers and solutions for these system software platforms.

viii) Acceptance testing form agreed with ERNET India needs to be signed and stamped by the nodal officer/head of user organization/institute/ERNET India.

Additionally, it should be noted that:

- a. 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 software/items from alternate sources at the risk and cost of the defaulting vendor.
- b. ERNET India reserves the right to reject any item, if found unsuitable and /or not conforming to the approved specifications.
- c. The equipment supplied should work under the specified solution design. It shall be the exclusive responsibility of the vendor(s) supplying the software to provide appropriate device drivers and solutions for these system software platforms.

Yours faithfully,


Registrar & CPO
ERNET India

Annexure-I

S. No.	Specification available at Clause No.	Description	Quantity (Nos.)
Infra to be Supplied in Each School/Lead School/DIET			
1	2.1	Professional Desktop PC with Computer Table	1
2	2.2	Full HD Web Camera	1
3	2.3	2-way active wall mount speaker	1
4	2.4	Electronic Interactive Whiteboard	1
5	2.5	Magnetic White Board with 04 white board markers & 02 Duster	1
6	2.6	Short Throw Projector	1
7	2.7	1 KVA online UPS with 01 hour battery backup"	1
8	2.8	1 KVA Line Interactive UPS with 2 Hours Battery Back-up	1
9	2.9	Handheld Microphone including all accessories	1
10	2.10	Wireless Handheld Microphone including all accessories	1
11	2.11	Collar Microphone with receiver system including all Accessories	1
12	2.12	Smart Classroom Integrated Solution	1
13	2.13	8 Port Unmanaged Switch	1
14	2.14	Video Visualizer	1
15	2.15	Full HD Smart Display Screen (40 Inch)	1
16	2.16	Full HD Smart Display Screen (50 Inch)	1
17	2.17	Full HD Smart Display Screen (55 Inch)	1
18	2.18	Full HD Smart Display Screen (65 Inch)	1
19	2.19	Management Console Laptop	1
20	2.20	Biometric machine with Finger & Card Reader	1
21	2.21	Smart Tablet	1
22	2.22	Wi-Fi Router	1
23	2.23	Resident Engineer	1
24	2.24	AMC for 1 st year after the expiry of two years warranty (for line items 01 to 22 above) in percentage and its calculated amount in INR	
25	2.25	AMC for 2 nd year after the expiry of first year AMC (for line items 01 to 22 above) in percentage and its calculated amount in INR	
26	2.26	AMC for 3 rd year after the expiry of second year AMC (for line items 01 to 22 above) in percentage and its calculated amount in INR	

2.1 Professional Desktop

S. No.	Feature	Description	Compliance (Yes/No)	If 'yes' give details & support documents & its Reference Page No.
1	Processor type	Professional Desktop PC: Latest Generation i5 or equivalent processor, 3 Ghz. or higher, 6 MB L3 Cache		
2	Chipset	Latest Compatible Chipset		
3	Form Factor	Tower type, Small Form Factor/ Mini Slim		
4	Standard Memory	8 GB Standard Memory or higher		
5	Internal Hard Disk Drive	Minimum 1 TB with 7.2K RPM SATA		
6	Monitor	Minimum 18.5" or higher, Color TFT/LCD, Same Make as OEM		
7	Keyboard & Mouse	Same Make as OEM		
8	Optical Drive	8X or higher DVD +/- R/W		
9	Graphics	Full HD Graphics		
10	Network Interface Card	Integrated on board Ethernet Controller 10/100/1000 with PXE support		
11	Wireless Connectivity	IEEE 802.11 a/b/g/n/ac WLAN, Bluetooth (Latest Version)		
12	External I/O ports	Serial -1,VGA- 1 Network RJ-45 - 1;USB Port – 6 (2.0 or higher), audio ports, HDMI port, DVI-D/Display port, Speaker jack		
13	Expansion Slots	1 X PCI Express or better		
14	Compatible Operating Systems	Microsoft Windows, Linux		
15	OS	Should be supplied with Licensed preloaded latest Windows Professional OS (Education version) with Microsoft Security Essential enabled		
16	Software	Licensed Microsoft Office Professional – (latest) Education version		
17	Input Power supply	As per Indian standard with compatible power cable & connectors		
18	Cables	Compatible Ethernet cable		
19	Computer Table	Good quality wooden table with finished surface of size: 4 ft L x 2 ft		



		W x 2.5 ft H with iron rod legs & arms. Table should have sliding tray for keyboard & mouse. Provision for CPU & UPS along with a lock & key based drawer should be separately available in the table.		
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Note: The above item must be eco-friendly and RoHS complied.

2.2 Full HD Web Camera

S. No.	Feature	Description	Compliance (Yes/No)	If 'yes' give details & support documents & its Reference Page No.
1	Sensor	True Color HD Sensor		
2	Connectivity	USB 2.0 High Speed with minimum 10 feet length or more inbuilt or external USB extender.		
3	Power Input	USB Power / 5V		
4	View Angle	80 degree or more		
5	Resolution	1920x1080 or higher		
6	Aspect Ratio Support	16:9 or higher		
7	OS Compatibility	Latest version of Windows		
8	Built in Mic	Twin Mic with Auto-White Balance & eco-cancelation		
9	Focus	Focus Free / Auto Focus		
10	Digital Zoom/Optical Zoom	4x or higher		
11	Mounting Kit	Camera wall mounting kit has be supplied along with camera for fixing of camera		

2.3 2-way Active Wall Mount speaker

S. No.	Description	Compliance (Yes/No)	If 'yes' give details & support documents & its Reference Page No.
1	Power: 2 x 30 watt		
2	SPL 1W/1m : 86 db		
3	Inbuilt amplifier		
4	Max SPL 1m : 101 db		
5	Woofer cone material : polypropylene		
6	Vertical dispersion angle 1000 Hz : 180 degree		
7	Horizontal dispersion angle 1000 Hz : 180 degree		
8	Woofer size : 5.25 inch		
9	Dynamic PMPO: 200 Watt		

10	Frequency Response: 45-20000 Hz		
11	Stereo inputs RCA & Stereo mini jack (PC, Mp3 Players)		
12	Magnetically Shielded		

2.4 Electronic Interactive Board

S. No.	Feature	Description	Compliance (Yes/No)	If 'yes' give details & support documents & its Reference Page No.
1	Technology	Infrared(IR) or better		
2	Active Area Diagonal Size (inches)	Active Area Diagonal Size (inches): Minimum 85 inches diagonal		
3	Aspect Ratio	16:9		
4	Surface of the Board	Ceramic coated scratch resistant surface. The surface should have 100 percent erasability when any specified writing medium is used. It should be possible to fully erase the marking of Whiteboard marker pen on the surface using ethanol.		
5	Pen Tray	Intelligent Pen Tray, for automatic selection of pen color and eraser when the specific colored stylus is picked from the pen tray.		
6	Hot keys	On both sides of the Boards with description of Icons in English and Hindi.		
7	Resolution	30000*30000 or better		
8	Response Time	4 ms or lesser		
9	Input	Finger and Pen (battery free operation)		
10	Scan Rate	125 dot/Second or better		
11	Accuracy	2mm or better		
12	Interface	USB		
13	Multi-Touch	Minimum 6 points touch		
14	OS Driver Support	Win 10 or latest (64bit), Linux		
15	Operation Temperature	0-40°C		
16	Software Features	Annotation software shall include minimum features like choose, pens, annotate, erase, color, shapes, sizes, text, Edit, fonts, stamp, move, capture, picture, video, save, Rotate, undo, image, gallery, print, floating key- board and Background etc.		

17	Accessories	USB interface cable, 02 no. of pens & pen Holder, Software / Driver for integration with computer, Wall Mounting Kit & Operating manual.		
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2.5 Magnetic White Board with 04 white board markers & 02 Duster

S. No.	Description	Compliance (Yes/No)	If 'yes' give details & support documents & its Reference Page No.
1	Frame: Alluminium		
2	Construction: Steel-backed and square miter corners		
3	Surface: Magnetic		
4	Surface Material: Porcelain surface; combination projection and dry-erase surface		
5	Diagonal Size: 77 inches or higher		
6	Accessories: Bracket bar, all mounting hardware, 04 numbers of white board markers, Duster for cleaning		

2.6 Short Throw Projector

S. No.	Feature	Description	Compliance (Yes/No)	If 'yes' give details & support documents & its Reference Page No.
1	Brightness	4000ANSI Lumens (standard) or Better		
2	Contract Ratio	20000:1 or better		
3	Native Resolution	WXGA (1280x800) or better		
4	Throw	Short Throw		
5	Life	6000 Hrs. in normal mode or better		
6	Input Port	HDMI -1, Audio IN and VGA – 1		
7	Other Port	USB and RJ 45		
8	Output	VGA and Audio Out		
9	Throw Ratio	0.65 or better		
10	Keystone Correction	+/- 10 degrees or higher		
11	Input Power Supply	As per Indian standard with compatible power cable & connector		
12	Computer Compatibility	As per specifications of Desktop above		
13	Accessories	All device driver and cables for connecting with computer. Ceiling/wall mount kit and Cables (of 15 meter length HDMI, VGA, Power,		

		USB) should be supplied along with projector		
14	Technology	DLP Technology		

2.7 1 KVA online UPS with 01-hour battery backup

S. No.	Feature	Description	Compliance (Yes/No)	If 'yes' give details & support documents & its Reference Page No.
1	Rating	1 KVA		
2	Technology	IGBT based True Online, DSP controller		
3	Input System	Single Phase & Earth Ground		
4	Input Voltage Range	80-280 VAC (Load Dependent)		
5	Input Frequency	46 Hz to 54 Hz		
6	Power Factor	>0.97 (over entire range)		
7	Output System	Single Phase & Earth Ground		
8	Rated Voltage	220 / 230 / 240 VAC		
9	Output Frequency	50 Hz +/- 0.2 Hz. (free running)		
10	Output Voltage Regulation	1% or lower		
11	THDi	Harmonic distortion: <=5% (Non Linear Load), <=3% (Linear Load)		
12	Overload Capacity	Inverter Mode - 105% - 130% to bypass after 1 min.; 150% to bypass after 30 secs. Battery Mode - 105% - 130% shutdown after 10 secs.; 150% shutdown after 5 secs.		
13	Efficiency (AC to AC)	90% or Higher (Battery & Mains Mode)		
14	Crest Factor	3:1 or better		
15	Batteries Voltage	Min. 1320 VAH (One Hour back-up)		
16	Battery	Sealed Maintenance Free Batteries		
17	Interface Port(s)	SNMP		
18	LCD Display	LCD Settable Data: Inverter voltage, frequency, bypass, Information for Load / Battery / Input / Output and Operating Mode, Temperature		
19	Audible Alarm	Actively Audible alarm for Utility Failed / Battery Low/ Overload Condition		
20	Noise Level	< 45dB		
21	Operations Temp.	0 – 40 °C		
22	Relative Humidity	0 ~ 95% Humidity, Non – Condensing		

23	Operating Elevation	1,000 Meters		
24	Certification	ISO 9001, 14001 & 18001 : 2007, BIS & CE / EMC / Safety & RoHS		
25	Galvanic Isolation	required through transformer		
26	Output Power Factor	>.08		
27	Input over and under voltage	UPS should be safe in case of high voltage, high current, high spike, high surges at the input		
28	Output over & under voltage	The load connected to PS should be protected under any circumstance.		
29	Short Circuit protection	MCB based		
30	Input Protection:	inbuilt MOV (surge protection device)		

2.8 1 KVA Line Interactive UPS with 2 Hours Battery Back-up

S. No.	Feature	Description	Compliance (Yes/No)	If 'yes' give details & support documents & its Reference Page No.
1	Rating	1 KVA		
2	Technology	Line Interactive		
3	Input System	Single Phase & Earth Ground		
4	Input Voltage Range	230 V, Single Phase		
5	Variation	140 V to 280V		
6	Input Frequency	50Hz \pm 6% Hz		
7	Rectifier	Full wave		
8	Max Charge Current	10% of battery AH capacity		
9	Output System	Single Phase & Earth Ground		
10	Nominal Voltage	230V, Single Phase		
11	Output Frequency	50 Hz \pm 1% (battery mode)		
12	Output Voltage Regulation	\pm 5 %		
13	Overload Capacity	Battery Mode - 110% for 10min.; 150% for 100ms.		
14	Crest Factor	3:1 or better		
15	Batteries Voltage	2500 VAH (Two Hour back-up)		
16	Battery	Sealed Maintenance Free Batteries		
17	Audible Alarm	Load on AC, Load on DC, Overload		
18	Noise Level	< 45dB		
19	Operations Temp.	0 – 50 ° C		
20	Relative Humidity	0 ~ 95% Humidity, Non – Condensing		
21	Certification	ISO 9001, 14001 & 18001: 2007, BIS & CE / EMC / Safety & RoHS		

22	Output Power Factor	>0.8		
23	Protection	Short circuit, Overload, Low Battery		

2.9 Handheld Microphone including all accessories

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

2.10 Wireless Handheld Microphones including all accessories

S. No.	Description	Compliance (Yes/No)	If 'yes' give details & support documents & its Reference Page No.
1	Should operate in Ultra high frequency (548 to 572 MHz & 766 to 790 MHz) transmitter synchronization on 2.4 GHz with echo/noise cancellation capable		
3	AF frequency response : 50 to 16,000 Hz or better good audio Performance		
4	Switching bandwidth: More than 23 MHz		
4	Signal-to-noise ratio : > 103 dB(A)		
5	The mic should be supplied with a power adaptor (output 5V),base unit, switchable from 3 dB μ V to 28 dB μ V squelch level of RF power : 10mW		
6	Channels : 12 or more		

7	Should support Lithium Li-ion/ Polymer / 2AA 1.5V batteries with minimum 10hr battery backup for microphones		
8	The system should support Mini USB to connect to a PC acts as an audio and Charging device or to connect directly to a charging device and as per OEM		
9	The system should support Mini USB to connect to a PC acts as an audio and Charging device or to connect directly to a charging device and as per OEM		

2.11 Collar Microphones with receiver system including all accessories

S. No.	Description	Compliance (Yes/No)	If 'yes' give details & support documents & its Reference Page No.
1	RF shielding feature to free from cell phones Interference, FM Radio/ police communication		
2	Should be 100% immune from RF interference		
3	Should operate in Ultra high frequency (548 to 572 MHz & 766 to 790 MHz) transmitter synchronization on 2.4 GHz with echo/noise cancellation capable		
4	Should support wearable mic to be clipped to collar With/without any cables for belt pack with batteries		
5	The microphone should be compatible with Web meetings, soft phones, video conferencing, speech recognition, recording and podcasting etc.		
6	Should support Lithium Li-ion/ Polymer / 2AA 1.5V batteries with minimum 10hr battery backup or more with a charge time of up to 2 hours		
7	It should be Small, lightweight, compact		
8	The Receiver should support windows and MAC based laptops and desktops and integration with audio port of laptops and desktops		
9	Should support the search for drivers automatically when plugged in to the laptop/PC or auto with receiver principle is double superheterodyne		
10	Should support 50 to 16,000 Hz or better for good audio Performance & Switching bandwidth should be more than 23 MHz		
11	Switching bandwidth should be 1.5 mV/Pa with a facility of LED indication or out of range alarm		

12	Microphone should have Push Buttons for microphone pairing, mute/unmute functionality		
13	The system should support Mini USB to connect to a PC acts as an audio and Charging device or to connect directly to a charging device and as per OEM		
14	The mic should be supplied with a power adaptor (output 5V),base unit, switchable from 3 dBµV to 28 dBµV squelch level of RF power : 10mW		
15	The microphone should have an option to connect 1/4" (6.3 mm) jack socket (unbalanced): +6 dBu, XLR socket (balanced): +12 dBu		

2.12 Smart Classroom Integrated Solution:

S. No.	Component	Feature	Description	Compliance (Yes/No)	If 'yes' give details & support documents & its Reference Page No.
1	Computing Specifications	CPU	Latest Generation i5 or equivalent processor		
2		Chipset	Latest Compatible Chipset		
3		Memory	8 GB or Higher RAM		
4		Graphics	Integrated Graphics		
5		Storage	Minimum 1 TB		
6		Optical Drive	8X or higher DVD +/- R/W		
7		Ports	USB-6,VGA-1, Audio IN, Audio Out, HDMI-1, RJ245-2		
8		Keyboard / mouse	USB/ Wireless		
9		Speaker	Inbuilt (minimum 30 W Speaker)		
10		Wireless Connectivity	IEEE 802.11 a/b/g/n/ac WLAN, Bluetooth (Latest Version)		
11		Operating Systems	Should be supplied with licensed preloaded latest Window professional OS (Education Version) with Microsoft Security Essential enabled and MS Office		
12	Projection System	Brightness	3000 Lumens or Higher		
13		Resolution	1024x768 or better		
14		Lamp Life	6000 hours in Normal mode		
15		Contrast Ratio	18000:1 or better		

16		Type	Short Throw		
17		Technology	DLP Technology		
18		Active Area Diagonal Size (inches)	Active Area Diagonal Size (inches): Minimum 85 inches diagonal		
19		Technology	Infrared(IR) or better		
20		Aspect Ratio	16:9		
21		Hot keys	On both sides of the Boards with description of Icons		
22		Scan Rate	125 dot/Second or better		
23		Accuracy	2mm or better		
24		Response time	4 ms or lesser		
25		Multi-Touch	Minimum 6 points touch		
26	Inbuilt Interactivity	Input	Through Digital pen/ Stylus pen (Battery free operation)		
27		Software Features	Annotation software shall include minimum features like Auto calibration, choose, pens, annotate, erase, color, shapes, sizes, text, Edit, fonts, stamp, move, capture, picture, video, save, Rotate, undo, image, gallery, print, floating key- board and Background etc.		
28		Certification	UL/CB or equivalent certification		
29		Others	Inbuilt Interactivity with image processing, should support to use at any wall or white board (Touch based)		
30		Accessories	USB interface cable, 02 no. of pens, Software / Driver for integration		

2.13 8 Port Unmanaged Switch

S. No.	Description	Compliance (Yes/No)	If 'yes' give details & support documents & its Reference Page No.
1	Standards: IEEE 802.3 10Base T Ethernet, 802.3u 100Base TX Fast Ethernet, auto negotiation, IEEE 802.3x flow control		
2	Numbers of ports: 8 Mbps fast Ethernet Ports		
3	Ethernet / Fast Ethernet 200 Mbps Half / Full Duplex		
4	Port packet filtering / forwarding rate: 1,00,000/- pps		

5	Switching Fabric: 1.6 Gbps		
6	Mac address: 2K entries		
7	Certifications: FCC, UL/cUL, CE, CB, CCC		

2.14 Video Visualizer

S. No.	Feature	Description	Compliance (Yes/No)	If 'yes' give details & support documents & its Reference Page No.
1	Type	Desktop		
2	Total Pixels	Min. 3 Mega pixel or higher		
3	Zoom	Minimum 15x Optical Zoom, 12x Digital Zoom		
4	Frame Rate	Min. 30 FPS		
5	Shooting Area	Minimum A4 Size, Landscape		
6	Lamp Life	20000 Hrs or higher		
7	Focus	Auto and Manual		
8	Resolution	It should have native resolution of 1920 x 1080 Full HD		
9	Signal Support	It should support the following resolutions 1024×768; 1280×1024; upto 1920x1080		
10	White Balance	It should have option of Auto/ Manual White Balance		
11	Multimedia Function	It should have the following Functions: Color/Black-White, Mirror, Rotate, Brightness Control, Freeze, PIP, PBP, Preview		
12	Input Ports	It should have Atleast 1VGA-IN, 1 HDMI-IN, 1 Audio-IN		
13	Output Ports	It should have 1VGA-OUT, 1 HDMI- OUT, Audio-OUT		
14	Other Ports/Connectivity	It should have USB Port ×1, SD Card Slot & RS232 Port.		
15	Accessories	Remote Control along with all necessary cables as per the above ports. Desktop Visualizer which should have a base with in-built back light of min. A4 size for showing transparencies, negatives, slides, X-Rays, etc.		
16	Inbuilt Memory	Min 100-images in-built memory in the Visualizer		

2.15 Full HD Smart Display Screen (40 Inch)

S. No.	Feature	Description	Compliance (Yes/No)	If 'yes' give details & support documents & its Reference Page No.
1	Size	40 inches or higher		
2	Display Resolution	1920 x 1080 Pixels		
3	Screen Type	LED		
4	Audio Output	10 + 10 watts Internal Speakers & Stereo Mini Jack		
5	Input Ports	RGB – Mini D-sub 15 PIN x 1 (for connecting PC)		
6		DVI-D In 24 + 1 PIN (for More Laptop) and USB 2.0		
7		RS – 232C – D-Sub 9 PIN x 1 (for Programming) Input and Output		
8		HDMI – 1 Port		
9		Ethernet Port, IEEE 802.11 a/b/g/n/ac WLAN, Bluetooth (Latest Version)		
10	Speaker	Inbuilt Speakers with minimum 10 W x 2		
11	Life	Minimum Life span of 50000 Hrs.		
12	Contrast Ratio	Minimum (Native) 3000 : 1		
13	Aspect Ratio	16: 9		
14	Functions	Auto Power off		
15		Power Saver Mode		
16		The Display should support Various types of mounting accessories & should be provided with suitable mounting kit as per requirement such as: Wall Mount / Floor Stand Kit		
17		Browsing Capability		
18	Certifications	Certifications: BIS Compliant, UL/ IEC, FCC, Energy Star 6.0 or (latest) Certified		

2.16 Full HD Smart Display Screen (50 Inch)

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

1	Size	50 inches or higher		
2	Display Resolution	1920 x 1080 Pixels		
3	Screen Type	LED		
4	Audio Output	10 + 10 watts Internal Speakers & Stereo Mini Jack		
5	Input Ports	RGB – Mini D-sub 15 PIN x 1 (for connecting PC)		
6		DVI-D In 24 + 1 PIN (for More Laptop) and USB 2.0		
7		RS – 232C – D-Sub 9 PIN x 1 (for Programming) Input and Output		
8		HDMI – 1 Port		
9		Ethernet Port, IEEE 802.11 a/b/g/n/ac WLAN, Bluetooth (Latest Version)		
10	Speaker	Inbuilt Speakers with minimum 10 W x 2		
11	Life	Minimum Life span of 50000 Hrs.		
12	Contrast Ratio	Minimum (Native) 3000 : 1		
13	Aspect Ratio	16: 9		
14	Functions	Auto Power off		
15		Power Saver Mode		
16		The Display should support Various types of mounting accessories & should be provided with suitable mounting kit as per requirement such as: Wall Mount / Floor Stand Kit		
17		Browsing Capability		
18	Certifications	Certifications: BIS Compliant, UL/ IEC, FCC, Energy Star 6.0 or (latest) Certified		

2.17 Full HD Smart Display Screen (55 Inch)

S. No.	Feature	Description	Compliance (Yes/No)	If 'yes' give details & support documents & its Reference Page No.
1	Size	55 inches or higher		
2	Display Resolution	1920 x 1080 Pixels		
3	Screen Type	LED		

4	Audio Output	10 + 10 watts Internal Speakers & Stereo Mini Jack		
5	Input Ports	RGB – Mini D-sub 15 PIN x 1 (for connecting PC)		
6		DVI-D In 24 + 1 PIN (for More Laptop) and USB 2.0		
7		RS – 232C – D-Sub 9 PIN x 1 (for Programming) Input and Output		
8		HDMI – 1 Port		
9		Ethernet Port, IEEE 802.11 a/b/g/n/ac WLAN, Bluetooth (Latest Version)		
10	Speaker	Inbuilt Speakers with minimum 10 W x 2		
11	Life	Minimum Life span of 50000 Hrs.		
12	Contrast Ratio	Minimum (Native) 3000 : 1		
13	Aspect Ratio	16: 9		
14	Functions	Auto Power off		
15		Power Saver Mode		
16		The Display should support Various types of mounting accessories & should be provided with suitable mounting kit as per requirement such as: Wall Mount / Floor Stand Kit		
17		Browsing Capability		
18	Certifications	Certifications: BIS Compliant, UL/ IEC, FCC, Energy Star 6.0 or (latest) Certified		

2.18 Full HD Smart Display Screen (65 Inch)

S. No.	Feature	Description	Compliance (Yes/No)	If 'yes' give details & support documents & its Reference Page No.
1	Size	65 inches or higher		
2	Display Resolution	1920 x 1080 Pixels		
3	Screen Type	LED		
4	Audio Output	10 + 10 watts Internal Speakers & Stereo Mini Jack		
5	Input Ports	RGB – Mini D-sub 15 PIN x 1 (for connecting PC)		



6		DVI-D In 24 + 1 PIN (for More Laptop) and USB 2.0		
7		RS – 232C – D-Sub 9 PIN x 1 (for Programming) Input and Output		
8		HDMI – 1 Port		
9		Ethernet Port, IEEE 802.11 a/b/g/n/ac WLAN, Bluetooth (Latest Version)		
10	Speaker	Inbuilt Speakers with minimum 10 W x 2		
11	Life	Minimum Life span of 50000 Hrs.		
12	Contrast Ratio	Minimum (Native) 3000 : 1		
13	Aspect Ratio	16: 9		
14		Auto Power off		
15		Power Saver Mode		
16	Functions	The Display should support Various types of mounting accessories & should be provided with suitable mounting kit as per requirement such as: Wall Mount / Floor Stand Kit		
17		Browsing Capability		
18	Certifications	Certifications: BIS Compliant, UL/ IEC, FCC, Energy Star 6.0 or (latest) Certified		

2.19 Management Console Laptop

S. No.	Feature	Description	Compliance (Yes/No)	If 'yes' give details & support documents & its Reference Page No.
1	Processor type	Latest Generation i5 or equivalent processor, 3.1 GHz or higher and 4-MB cache		
2	Memory	8 GB DDR3 Memory or higher		
3	Internal Hard Disk Drive	1 TB SSD		
4	Display type & Resolution	14 inch diagonal LED-backlit HD or Higher		
5	Keyboard	Spill-resistant keyboard		
6	Optical Drive	8X or higher DVD +/- R/W		
7	Chipset	Latest Compatible Chipset		
8	Graphic Card	HD Graphics Inbuilt or higher		

9	Webcam	Integrated HD Webcam with dual array digital microphones		
10	Audio	Dual array digital Microphones with DTS sound, HD audio, Dual speakers		
11	Network Interface Card	Ethernet 10/100/1000 Mbps		
12	Wireless Connectivity	Built in IEEE 802.11 a/b/g/n WLAN & Bluetooth (Latest Version).		
13	External I/O ports	VGA- 1 Network RJ-45 -1; 3.0 USB Port – 2, audio ports-1, HDMI port-1, Speaker jack-1 & Multi card reader slot - 1.		
14	Compatible Operating Systems	Microsoft Windows and Linux		
15	OS	Should be supplied with Preloaded latest Windows OS with Microsoft Security Essential enabled and MS Office		
16	Battery life	Minimum 4 hours		
17	Input Power Supply	AC 220/240 Volts and 50 Hz with compatible power cable		
18	Carrying Case	Must provide with the Same Brand		

2.20 Biometric machine with Finger Sensor:

S. No.	Feature	Description	Compliance (Yes/No)	If 'yes' give details & support documents & its Reference Page No.
1	Finger Capacity	1000 Nos or Higher		
2	Local Classroom Log capacity	100000 Nos or Higher		
3	Fingerprint Sensor	500 DPI Optical		
4	Communication Interface	Lan Port & USB		
5	Battery backup	4 Hour or more / PoE		
6	LCD Display	128x64 Graphics Display		
7	Software	Local Verification to store real time log & Web Based software deployed Centrally.		

8	Finger Storage Capacity in Central Server	1000*5000		
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2.21 Smart Tablet:

S. No.	Feature	Description	Compliance (Yes/No)	If 'yes' give details & support documents & its Reference Page No.
1	Operating System	Android 10 or higher		
2	Display Size (Inch)	10 inch or higher		
3	Display Type	TFT & higher		
4	Type of Touch Screen	Capacitive		
5	Multi touch Support	Yes		
6	Connectivity Type	WiFi + Bluetooth		
7	Wi-Fi Connectivity Type	802.11b/g/n/ac		
8	Bluetooth Connectivity (Minimum Version)	5.0 or higher		
9	Processor Speed (Minimum) (GHz)	1.8Ghz or higher		
10	Processor Core (Number)	2 core or higher		
11	RAM Size (GB)	3GB or higher		
12	Internal Storage Capacity (GB)	32GB or higher		
13	Micro SD Card Support	Required		
14	Storage upgradable upto (Through Micro SD Card) (GB)	512 GB or higher		
15	Rear Camera (Mega Pixel)	5 Mega Pixel or higher		
16	Front Camera (Mega Pixel)	2 Mega Pixel or Higher		

17	Battery Capacity (MAH)	5000 MAH or higher		
18	Other Certifications Available	UL/CB, CE, FCC, RoHS		
19	USB support	USB 2.0 or higher		
20	Audio Port	3.5mm Jack		
21	Inbuilt Speaker	Yes		
22	GPS Support	Yes		

2.22 Wi-Fi Router:

S. No.	Feature	Description	Compliance (Yes/No)	If 'yes' give details & support documents & its Reference Page No.
1	Interface	10/100 LAN /WAN ports		
2	Standards	IEEE 802.11n/g/b/ac/ax		
3	Frequency Range	Dual Frequency Band (2.4 GHz and 5.0 GHz)		
4	Security	WPA , WPA2 & WPS		
5	Firewall Feature	NAT, URL Filtering		
6	Certificate	CE, FCC, IPX5, IP 67 rating		
7	Humidity	5-95 %		
8	Temp	Operating 0 -40° C		
9	Power Source	100-240 C		

2.23 Resident Engineer

S. No.	Description	Compliance (Yes/No)	If 'yes' give details & support documents & its Reference Page No.
1	Responsibilities and details as per Clause 21 xiv)		

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

To,

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

Tender No. _____ Date of Opening _____

We hereby confirm that the **Grand Total Value (GTV)** as per annexure-IV of the tender document is:

(Rupees _____) in words

We (bidder) hereby undertake and confirm that:

1. The L-1 (lowest) bid will be evaluated based on GTV mentioned.
2. Prices (GTV) are inclusive of all charges and taxes/duties there on at user sites. Payment will be subject to deduction of TDS.
3. All items quoted in Annexure-IV are inclusive of all necessary accessories and softwares charges.
4. Price schedule (as per the format of annexure – IV) 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). However, ERNET India reserves the right to change such a term.
5. In case of any mismatch between the 'GTV' quoted by lowest bidder in Annexure III & IV then lowest GTV amongst Annexure-III or IV will be taken as the final GTV and accordingly proportionate adjustment required in the item wise price will be done. This will be subject to correction of arithmetical error as per S. No. 8 of Annexure-IV.
6. All the equipment and components quoted in Annexure-IV have two years comprehensive warranty. The comprehensive warranty includes on- site warranty with parts/spares.
7. 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.
8. 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. If a bidder quotes 'NIL' charges / consideration, the bid shall be treated as non-responsive and will not be considered for evaluation.
10. We hereby offer to supply the goods specified in Annexure-IV 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.





PRICE SCHEDULE FOR ITEMS AS AT ANNEXURE-I

To,

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

Tender No. _____ Date of Opening

We hereby offer to supply the following items at the prices and within the period indicated below:

(Amount in Rs.)

S. No.	Item Description as per annexure-I	Qty (A)	Unit Price (B)	Rate of GST (in %) (C)	Amount of GST (D=B*C)	Total Unit Price (E=B+D)	Total Price (F=A*E)
		01					
		01					
		01					
		01					
		01					
		01					
		01					
		01					
		01					
		01					
		01					
		01					
		01					
		01					
G		Total Unit Price without GST in Rs. _____ (sum of total of Unit Price (B) from S. No. 1 to)					
H		Grand Total Value (GTV) in Rs. (in figures) (sum total of Total Price (F) from S. No. 1 to)					

We (bidder) hereby undertake and confirm that:

1. Declaration of Make in India Purchase Preference

This is to certify that value of local equipments is Rs., which equivalent to% (percentage) of total unit price (as mentioned in S. No. "G" of row titled Total Unit price (without GST) in the schedule IV- Price Schedule.

2. The L-1 (lowest) bid will be evaluated based on GTV mentioned in S. No. "H".
3. We understand that quantities mentioned in Schedule IV are only for evaluation purpose and does not anyway indicate the minimum quantities to be ordered.
4. Prices (GTV) are inclusive of all charges and taxes/duties there on at user sites. Payment will be subject to deduction of TDS.
5. Unit price are inclusive of transit insurance, delivery, installation, commissioning charges, etc. and custom duty (if applicable).
6. All items quoted are inclusive of all necessary accessories and software charges.
7. The bidder must quote price of each line item of above table. Bids received without these details are liable to be rejected.
8. In case of any arithmetical error (omission or commission) of any item/value, the evaluation committee may correct such a value based on its unit price mentioned in the price bid.
9. In case of any mismatch between the 'GTV' quoted by lowest bidder at annexure III & IV, corrected GTV will be calculated based on unit prices quoted in Annexure IV.
10. Any situation arising out of correction in the arithmetical error which if changes the L1 bidder, in such a case the committee may have the right to declare the new L1 bidder. Also all the terms & conditions as specified in the tender for L1 bidder will apply to the new L1 bidder.
11. All the equipment and components quoted, have two years comprehensive warranty. The comprehensive warranty includes on- site warranty with parts/spares.
12. The quotation has been submitted for all items strictly as per the specifications and been given compliance in this regard.
13. There are No deviations in the specifications as asked in the tender.
14. During warranty and AMC, services will be provided directly to ERNET India and/or its customers at sites.
15. The support services for all the items will be available for 24 Hrs a day, 7 days a week.
16. All the prices are quoted in the format as above provided by ERNET India failing which the bid may be rejected. Also any conditional Price Bid will be rejected.
17. If a bidder quotes 'NIL' charges / consideration, the bid shall be treated as non-responsive and will not be considered for evaluation.
18. 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.
19. 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.
20. Declaration w.r.t to Bid Security is enclosed.

(Signature and Stamp of Bidder)

Dated 2020



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

Delhi 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 Guarantee towards Performance of the entire Contract equivalent to Rs. _____ (amount of BG) (i.e. _____ per cent of the said value of the Contract) to the Owner.

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



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

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

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

WITNESS

BANK

Signature _____

Signature _____

Name _____

Name _____
(Bank's Rubber Stamp)

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

Designation with Bank Stamp

Attorney as per Power of Attorney No. _____

Date: _____

Place: _____



Bid Securing Declaration Form

Date: _____

Tender No. _____

To,

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

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract **with you for a period of one year from the date of notification**, if I am /We are in a breach of any obligation under the bid conditions, because I/We:

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Security deposit, in accordance with the requirements of the tender.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: _____ (insert signature of person whose name and capacity are shown)
in the capacity of _____ (insert legal capacity of person signing the Bid Securing Declaration)

Name: _____ (insert complete name of person signing he Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)



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 OEM)

Authorized signatory of OEM

(To be duly authorized by
the Board of Directors)

<Insert Name, Designation and Contact No.>

For and on behalf of (Name of Bidder)

Authorized signatory of Bidder

(To be duly authorized by
the Board of Directors)

<Insert Name, Designation and Contact No.>

Integrity Pact (IP)

ERNET India hereinafter referred to as "ERNET"

And

-----[bidder (s) participating in this tender] hereinafter referred to as "The Bidder/Contractor"

Preamble

ERNET India to monitor implementation of smart virtual classroom projects under this contract through reputed system integrators who will be selected through the tender for Supply, Installation, Commissioning & Integration of ICT Infrastructure for Smart Virtual Classrooms.

Section 1- Commitments of ERNET

1. ERNET commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

- a. No employee of ERNET, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. ERNET will during the tender process treat all Bidder(s) with equity and reason. ERNET will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder (s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.
- c. ERNET will exclude from the process all known prejudiced persons.

2. If ERNET obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, ERNET will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder(s) / Contractor(s)

1. The Bidder(s) / Contractor(s) commit himself to take all measures necessary to prevent corruption. The bidder commits himself to observe the following principles during his participation in the tender process and during the contract execution:

- a. The Bidder(s) / contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of ERNET's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she



is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.

- b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by ERNET as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure.
- e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

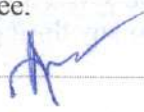
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contracts

- If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, ERNET is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the Government/ERNET India's procedure on banning of the business dealings/bidders/contractors, etc.

Section 4: Compensation for Damages

- a. If ERNET has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, ERNET is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security
- b. If ERNET has terminated the contract according to Section 3, or if ERNET is entitled to terminated the contract according to Section 3, ERNET shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value and/or the amount equivalent to Performance Bank Guarantee.



Section 5: Previous Transgression

- a. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
- b. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process for action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6: Equal treatment of all Bidders/Contractors/Subcontractors

- a. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to ERNET before contract signing.
- b. ERNET will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.
- c. ERNET will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violation Bidder(s)/ Contractor(s)/Sub contractor(s)

If ERNET obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if ERNET has substantive suspicion in this regard, ERNET will inform the same to the Chief Vigilance Officer.

Section 8: Independent External Monitor/Monitors

1. ERNET appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Director General, ERNET.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of ERNET including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
4. ERNET will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the



contractual relations between ERNET and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of ERNET and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Director General, ERNET within 8 to 10 weeks from the date of reference or intimation to him by ERNET and, should the occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitle to compensation on the same terms as being extended to / provided to Director level in the ERNET India or as decided by Director General of ERNET India.
8. If the Monitor has reported to the Director General ERNET, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Director General ERNET has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural

Section 9 - Pact Duration

1. This pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract or after 10 months from the expiry of Rate Contract (RC) which ever be later and for all other Bidders 12 months from the contract has been awarded.
2. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Director General of ERNET.

Section 10 - Other provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of ERNET, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of ERNET)
Bidder/Contractor
(Office Seal)

(For & on behalf of
(Office Seal)

Place-----

Date-----



1. Representation and Warranties Clause

The vendor represents that they are registered under Goods and Service Tax (GST) and compliant of GST provisions. The vendor is required to submit the GST Registration Certificate clearly stating the GSTIN and category of registration of the vendor, in case of registration as composite dealer same may also be mentioned very clearly, along with all necessary documentary proofs substantiating the category of registration.

2. Indemnity Clause

The vendor undertakes that in case of non-compliance by the vendor of the GST provisions which results in blockage/reversal of any input tax credit to ERNET India, the vendor shall be liable to indemnify the ERNET India for any such loss of input credit including interest, penalty and all incidental expenses incurred by ERNET India. Such indemnification may also be by way of invocation of any security deposit, deduction from any payment that ERNET India has to make to the vendor, as per the discretion of the ERNET India.

3. Non-Compliance with Payment terms

Vendor has to raise invoice within 30 days from the date the payment is due as per payment and other terms & conditions of tender. In case invoice is raised and submitted before the due date of payment; then ERNET India reserves the right to return the invoice to the vendor at any point of time. In such a situation ERNET India will process the payment only when the invoice in current date is issued by the vendor.

4. Provision for raising Debit Notes/Invoices

In case, in future any GST liability is required to be borne by ERNET India due to improper/un-timely invoicing or any dispute, then the same shall be claimed from the vendor by way of raising debit notes/invoice and also GST liability thereon will be recovered from the vendor.

5. Review / Audit Right

ERNET India reserves the right to review the vendor documents to ensure that they are GST compliant and in such a case the vendor will provide all such documents as may be required by ERNET India.

6. If the vendor fails to adhere the terms & conditions of the P.O. and ERNET deducts Liquidated damages for the delay, under GST regime ERNET India has to discharge GST liability on LD recovered from the vendor. Hence GST shall also be additionally recoverable from the vendor on LD amount.

Order Memorandum F.No. 6/18/2019-PPD

Ministry of Finance, Department of Expenditure, Public Procurement Division

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint Venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means. -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country: or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation—
 - a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Model Certificate

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India, I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]"

