

ERNET India

(An Autonomous Scientific Society under Ministry of Electronics and Information Technology, GoI)
5th floor, Block-I, A Wing
Delhi IT Park, Shastri Park, Delhi-110053

Tender No. EI-D/SE&ET/NextGenSVC/001-08/2020

Dated: 31.08.2020

Due Date: 30.09.2020 & Time: 4:30 PM

Opening of Bids: 05.10.2020 & Time: 2:30 PM

Subject: Invitation of Bids for Digital E-learning Content and Augmented Reality (AR) based content along with related software(s) from pre-primary to class 12th for various education boards.

Sir/Madam,

1. ERNET India, is an Autonomous Scientific Society under Ministry of Electronics & Information Technology, Govt. of India. ERNET India is a self-sustaining organization which pioneered internet to the country. ERNET India is 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’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 Schools/DIETs have technology enhanced classrooms having **computer, electronic white board, HD webcam, projector, specialized software, interactive audio-video systems**, etc. Regular & specialized faculty at DIETs have been successfully taking the live lectures through the use of technology in various schools.

2. **ERNET India intends to empanel bidder for Development, Supply, Installation, Commissioning, Integration, Maintenance & Customization of Digital E-learning Content and Augmented Reality (AR) based content along with related software(s) for respective education boards curriculum from pre-primary to class 12th, with a focus to improve the quality of education to students in various parts of the country. The empanelment is aimed at creating the Next Generation technology enhanced Smart classrooms that enhance teaching and learning by integrating various ICT software’s with ICT hardware equipments, such as but not limited to computers, electronic white boards, projectors, specialized software, interactive audio-video systems, etc.**

3. Tender is divided in two subsets (Subset-I & Subset-II) and bidder can bid **for both or any of the subsets** where they meet the specifications and the eligibility criteria.

- a. **Subset-I: Development, Supply, Installation, Commissioning, Integration, Maintenance & Customization of Digital E-learning Content along with their related software(s), from pre-primary to class 12th for various education boards.**
- b. **Subset- II: Development, Supply, Installation, Commissioning, Integration, Maintenance & Customization of Augmented Reality (AR) content along with related software(s), from pre-primary to class 12th for various education boards.**

4. The selected bidder(s) shall be empaneled with ERNET India for a period of 36 months from the date of signing of agreement. However, the empanelment may further be extended for a period of 12 months as decided through mutual consent. This is to be noted that no minimum order value has been guaranteed by ERNET through this empanelment. Rates quoted shall be valid for the period of empanelment and the extended period, if any. The empaneled bidder(s) shall have to enter into a written agreement on a non-judicial stamp paper of requisite value with ERNET India to adhere all tender's terms and conditions including warranty maintenance support etc., in executing the purchase order(s) placed by ERNET India.

5. Sealed tenders are therefore, invited from the eligible bidders or their authorized representatives for empanelment w.r.t scope of work as defined in this document for each of the subset. Interested parties who wish to bid for the empanelment for both / any of subset **may download the soft copy (refer Note 1,2,3)** or collect Tender document in person against submission of a Demand Draft or Banker's Cheque of Rs. 5,000/- drawn in favour of **"ERNET India", New Delhi from Sh. Naveen Choudhary, Joint Director (Tech), ERNET India, 5th Floor, Block – I, A Wing, Delhi IT Park, Shastri Park, Delhi-110053, Ph: 011-22170575, email: naveen.c@eis.ernet.in** as per the schedule detailed below:

1	Issue of Tender Document:	31.08.2020 to 29.09.2020 (between 11:00 AM to 4:00 PM)
2	Receipt of Queries (Including Tender Fees Payment) :	Up to 9.09.2020 (by 05:30 PM Queries after above date will not be entertained in any circumstances)
3	Pre-bid meeting:	14.09.2020 (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 18.09.2020(on CPP Portal/ERNET India Website only)
5	Receipt of Bids:	Upto 30.09.2020 by 4:30 PM at ERNET India, 5 th Floor, Block – I, A Wing, Delhi IT Park, Shastri Park, Delhi-110053
6	Opening of Bids:	05.10.2020 by 2:30 PM at above ERNET India office.

Note 1:The Tender Document can also be downloaded from CPP portal/ERNET India Web site. In such case, an amount of Rs.5,000/- in the form of Demand Draft/Banker's cheque/ NEFT/RTGS Receipt drawn in favour of ERNET India would be required to be furnished along with the submission of the bid in big/outer envelope (i.e. **not inside** technical bid or commercial bid cover).

Note 2: The tender Fee can also be paid thru Electronic Clearing service or RTGS Facility. The details w.r.t same may be found at Annexure X.

Note 3: Only the bidders who have made the Tender Fee will be eligible for attending the pre-bid meeting.

6. 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 email (naveen.c@eis.ernet.in). ERNET will not accept/ entertain any query from any prospective bidders beyond the last date of query submission.

7. ERNET India shall organize a Pre-Bid meeting on the scheduled date and time at ERNET India for the queries submitted (on/before stipulated date & Time) by the Bidders. 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, who must have bought the tender before the pre-bid meeting, will be allowed to attend Pre Bid Meeting on production of receipt of payment made against tender fee to ERNET India.**

8. 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.

9. 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.

10. 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.

11. MINIMUM ELIGIBILITY CRITERIA

The invitation of bids is open to entities registered in India who fulfil the criteria as specified below. The applicability of a basic requirement for respective subset or both subsets is mentioned alongside basic requirement

S. No.	Basic Requirement	Documents to be submitted
1	Legal Entity (Subset-I & Subset-II) The bidder company/entity should be a company/entity registered under The Companies Act 1956/2013; or a registered partnership firm under The Partnership Act 1932/LLP Act, 2008 or a Society registered under the Societies Registration Act 1860.	1. Copy of Certificate of Incorporation issued by the Registrar of Companies, India / Certificate of commencement of business. or 1. Certificate of registration and partnership deed for LLP and partnership firm. and

	<p>The bidder entity should have been in existence for a period of at least 3 years on the bid due date (or any extended bid due date).</p> <p>In order to promote Make in India it is necessary that the bidder should be owned & controlled by 100% Indian company/entity/persons and the software solution supplied should be made/ developed in India.</p>	<p>2. List of partners, directors and principal place of registration, as applicable.</p> <p>3. Relevant documents in support of the requisite experience.</p> <p>4. Self-declaration duly signed by the authorized signatory for Make in India.</p>
2	<p>Turnover and Net Worth (Subset-I & Subset-II)</p> <p>i. The bidder entity should have average turnover of not less than Rs.2 Crore in last three financial year (i.e. 2016-17, 2017-18 & 2018-19).</p> <p>The bidder must provide the turnover details for all previous three financial years.</p> <p>ii. The bidder should have positive net worth as on 31.03.2019.</p> <p>Note: In case the bidding entity is a start-up : instead of 2.i above - The bidder entity should have a turnover of not less than Rs.2 Crore in last financial year (2018-19).</p>	<p>Certificate(s) from the statutory auditor/practicing CA on his letter head confirming yearwise Turnover, Average Turnover and Net worth.</p>
3	<p>Debarment (Subset-I & Subset-II)</p> <p>The bidder should not have been blacklisted/ debarred by ERNET INDIA or any State or Central Government or autonomous body, State government undertakings, Central Public Sector Units (CPSUs)/ any other government organization or its undertakings in India at the time of bidding.</p>	<p>Self-declaration duly signed by the authorized signatory.</p>
4	<p>IPR (Subset-I and Subset-II)</p> <p>Bidder should have the exclusive IPR rights of the software & content being supplied under this project. Besides the IPR, the bidder should have a team of developers to modify the software source code & a team of animation developers to readily update supplied content</p>	<p>Undertaking for this to be submitted by the bidder.</p>
5	<p>Manpower Experience Requirement for Subset-I and Subset-II:</p>	<p>The bidder must submit self-declaration w.r.t profile presentation & availability of team</p>

	<p>The Bidder must submit the required documentation to prove that bidder has the technical resources to execute the work.</p> <p>ERNET reserves the right to ask bidder to furnish profile presentation & a round of discussion/interview with employees planned by bidder for the ERNET's work at any stage of this tender/project.</p>	<p>for a round of discussion/interview .</p> <p>The bidder must also submit an undertaking of current direct employment for following categories of manpower:</p> <ol style="list-style-type: none"> 1. Technical software/ Sr.Software developers (2 to 8 year's relevant experience in web portal, mobile apps) 2. Technical Software Architects / Technical Leads (8+ years) 3. Project Managers (10+ years) 4. Any other category of technical manpower. <p>The detailed self-signed resume of each individual & a list containing complete team details in the below format:</p> <p>Name of Employee, Years of Experience, Years of Relevant Experience in Mobile App Development/ Web Portal Development / AR Software Development, Date of Joining (Bidder's organization).</p> <p>The hard copy of this list must be signed and stamped by authorized signatory.</p>
6	<p>Product Support (Subset-I and Subset-II)</p> <p>The products being quoted by the bidder should not have been declared as at "end-of-sale" and "end-of-support". The bidder should also submit valid letter confirming following:</p> <ul style="list-style-type: none"> • Undertake that software supplied is not declared as "end-of-sale" and is not planned in any "end-of sale" for another five years. • Undertake that support for the software supplied will be provided till five years from the date of perpetuity of the supplied solution. Perpetuity is defined at clause 20. The support shall include the changes / patches / upgrades / updates etc. for the supplied solution. • Undertake that software supplied by the bidder should be transferrable to any agency/user at a later date along with warranty/perpetuity benefits at any stage of contract (may be). Also ERNET / any other customer of ERNET /agency/user at any point of time may use all the approved rates 	<p>Undertaking for each of this needs to be submitted by the bidder.</p>

	<p>through this tender.</p> <ul style="list-style-type: none"> Undertake that the updates required in content/syllabus/subjects or any other change w.r.t supplied content if any w.r.t National Education Policy issued in July 2020 shall be taken care free of cost. An undertaking for same to be submitted by bidder. 	
7	<p>Experience Requirement for Subset –I & Subset –II: Bidder should have the experience of successfully executing more than one similar project in past 3 years ending date of publish of tender and must enclose relevant documentation in support of meeting requisite experience.</p>	<p>The bidder must submit the relevant documentation to substantiate the required work experience.</p> <p>1. The documentation shall include: Copy of work orders / Agreement to Work / Purchase Order or completion certificates or similar relevant document to prove successful work execution during last three years.</p>
8	<p>Large (Single) Project Work Experience Requirement for Subset –I & Subset –II: Bidder must have executed at-least one similar project of value not less than Rs.50 lakhs during the above mentioned period.</p>	<p>The bidder must submit the relevant documentation to substantiate the required Large (Single) Project Work Experience.</p> <p>1. The documentation shall include: Copy of work orders / Agreement to Work / Purchase Order or completion certificates or similar relevant document to prove a project of value not less than Rs.50 lakhs</p>
9	<p>Demonstration (Subset-I and Subset-II) The bidder may be asked to present / demonstrate the offered product(s) in case Subset-I and/or its prototype (in subset-II) at a short notice of 7 days during the technical evaluation.</p>	<p>Undertaking for this to be submitted by the bidder.</p>
10	<p>Keeping in view the project requirements for delivery and SLA adherences:</p> <p>a. The bidder should have the necessary arrangement, owned or franchise logistic support capability, to ensure immediate delivery support during implementation and operations period.</p> <p>b. The bidder should have a toll-free number and trouble ticketing system.</p>	<p>An undertaking for this context should be submitted by the bidder that bidder agrees to provide the relevant documents at the award of PO such as (rent agreement/franchise document / GST document / documentation for a toll free number and trouble ticketing system etc. as a proof for SLA adherence).</p>
11	<p>Seamless Interoperability (Subset-I and Subset-II) All offered solution(s), software's should support seamless interoperability amongst them & with the products, software's, network devices & components of any of the existing hardware / infrastructure, wherever applicable.</p>	<p>1. Relevant proofs, as applicable</p> <p>2. Undertaking for this to be submitted by the bidder.</p>
12	<p>Integrity Pact (Subset-I & Subset-II)</p>	<p>Signed and stamped copy of Integrity Pact</p>

	The bidders must comply with the Integrity Pact (IP) as mandated by CVC, Government of India.	(IP) as per the format given at Annexure VII
13	Compliance for Scope of Work & tender terms (Subset-I & Subset-II) The bidders should give clause-by-clause compliance for each of the work items required in the defined scope of work, tender terms including all general and special terms & conditions as mentioned in the Tender document.	a. Clause-by-clause compliance of the scope of work, tender terms including all general and special terms & conditions as mentioned in the Tender document. b. A Signed copy of tender after carefully reading, understanding & accepting the scope of work and other conditions etc. as defined in tender.
14	On-site comprehensive warranty/services support (Subset-I & Subset-II) Undertake to provide on-site comprehensive warranty support from the date of acceptance till the start of perpetuity and provide on-site comprehensive AMC support for the duration of AMC awarded.	Undertaking for this to be submitted by the bidder.
15	Vulnerability and Configuration (Subset-I & Subset-II) All the software's & devices should be properly configured. There should not be any vulnerability left in the software on every system update or otherwise.	Undertaking for this to be submitted by the bidder.
16	(Subset-I & Subset-II) Bidder to ensure Security, Penetration testing & Audits as per policy of ERNET and/or State and/or central government to be done on regular basis. The relevant reports/other audit reports should be submitted on yearly basis or any other defined periodicity, as per their policy, ensuring security of the software's and the user data.	Undertaking for this to be submitted by the bidder.
17	List of Academicians (Subset-I & Subset-II) Bidder should submit the list of experts/academicians on panel who have already provided / will provide the technical guidance, detailed scripts for creation & review of respective board's content. The experts/academicians should be having at least 5+ years of school teaching experience.	The bidder must submit the list of experts/academicians with number of years of relevant experience. a. The hard copy of this list must be signed and stamped by authorized signatory. b. A self-signed hard copy of resume with educational and professional experience for each of them needs to be submitted.
18	List of various education boards (Subset-I & Subset-II) Bidder should submit the list of Various	The bidder must submit the hard copy of this list signed and stamped by authorized signatory.

	State Education Boards curriculum for which the bidder already has the content readily available.	
19	<p>a. Submission of sample by the bidder for Subset-I and Subset-II being participated. Scope of the Sample for Evaluation:</p> <ol style="list-style-type: none"> 1. NCERT- Science- Class X - Chapter 10- “Light – Reflection and Refraction”. 2. NCERT- Mathematics- Class X - Chapter 8- “Introduction to Trigonometry”. 3. NCERT- Hindi- Class X - Chapter 2- “George Pancham ki naak”. <p>b. A Technical Presentation by bidder</p>	<p>1. Sample content for the identified scope to be submitted in CD/DVD/pen-drive along with the bid. The Technical Presentation in MS-PowerPoint format for the (Solution offered) by the bidder covering atleast following aspects:</p> <ul style="list-style-type: none"> • Scope • Same concept in two languages (English & Hindi) • Innovation in Education, Storyline, Script • Process followed for software development • Process planned to be followed for delivery and installations for online and offline scenarios • Samples from the previous similar project <p>3. Bidder also needs to submit an undertaking that after bidder is appointed to do the work the bidder will have no objection, if ERNET India uses the submitted sample content to be provided to its prospective customers, for any marketing or advertisement or business development activities or any other project/division related activities. Also, bidder would provide sample content (as desired by the state) in regional language (and English) for the purpose of Proof of concept to be showcased to state’s stakeholders during / after project discussions/business development activities.</p>
20	<p>Price Protection (Subset-I & Subset-II) Bidder confirms to give the price protection to ERNET India. Any time after submitting the tender response and emerging as L1, incase ERNET gets to know that the bidder has/had formally</p>	<p>Undertaking for this to be submitted by the bidder.</p>

	quoted lesser pricing for this scope of work to any other organization, ERNET can approach bidder for reduction of prices such that bidder will have to pass on the same pricing benefit to ERNET India as well. Also, refer “ Special Terms & Conditions (clause 26) ”	
21	<p>Integration of Payment Gateway (Subset – I & Subset – II)</p> <p>Bidder to provide a separate payment gateway for handling the transactions done by direct users^{Note5} for registration.</p> <p>a. Bidder to undertake that all the transactions w.r.t Project will be done thru this payment gateway and no other payment gateway shall be used for the purpose and all the accounting details would be made available to ERNET India, whenever required, to maintain transparency.</p> <p>b. Bidder to undertake that it will not use any other medium (such as cash/cheque/demand drafts etc) than listed above to transact/process any payment for the subscription.</p> <p>Payment made by the direct user should come to ERNET India’s account only and thereafter bidder would be paid as per payment terms. In case of any legal or practical issues an alternate arrangement may be worked out considering that the payment should only reach ERNET India accounts.</p>	Undertaking for this to be submitted by the bidder.
22	<p>Non-Compete clause (Subset-I &Subset-II)</p> <p>Bidder needs to undertake that it will not do direct business with end users of ERNET India for the duration of the rate contract or its extended period thereof</p>	Undertaking for this to be submitted by the bidder.
23	<p>Certificate to be produced w.r.t Public procurement (Subset-I & Subset-II)</p> <p>The bidders must provide the certificate w.r.t Public procurement as stated in Annexure VIII</p>	Signed and stamped copy of the certificate w.r.t Public procurement as per the format given at Annexure VIII
24	<p>Bid Securing Declaration Form</p> <p>Bidder needs to provide the signed and stamped copy of this form . The template</p>	Signed and stamped copy of Annexure IX

	for same is shared at Annexure IX.	
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Note 1: The Bidders are requested to furnish documents to establish their eligibility for each of the above. Relevant portions, in the documents submitted in pursuance of eligibility criteria mentioned above, may be highlighted. However, ERNET India reserves the right to seek clarifications, additional documents, as per its discretion.

Note 2: All documentation from the bidders should be in Original Ink Signed and stamped. It should be noted that Duplicate/Scanned copies will not be accepted.

Note 3: 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 **Annexure IX** and no correspondence on the same shall be entertained.

Note 4: The bid submitted by any bidder not fulfilling Minimum Eligibility Conditions / Criteria Stipulated above, may not be considered.

Note 5: ‘MobileApp’ in this document is defined as Mobile Application & Web-Browser based application to allow the content access on mobile devices &/or other computing devices such as Laptop/PC/Tablet etc.)

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- **Direct users** are those users who self-register themselves at the online portal and make online payments for subscribing the content via MobileApp mode.
 - For direct users after registration the activation code should be shared via SMS or email and with instruction to activate the MobileApp subscription. While registration there must be an option to fill in the preferred mode of communication from the Enduser.
- **Bundled users** are those users which are offered MobileApp solution in combination with the Digital content management application or AR Content Management application at a school or an entity,
 - For bundled users the registration should be managed thru the portal and the teacher must be trained to support the registration and activation process.
- **Bundled Or Direct Users** would need to download the app from app stores and accept the end user agreement to start the usage of the MobileApp.

Note 6 : Whenever required at the time of evaluation, the committee additionally may seek soft copy of any of the document submitted with this bid, and the bidder shall need to provide the same.

12. SCOPE OF WORK & SPECIFICATIONS

SUBSET – I (Development, Supply, Installation, Commissioning, Integration, Maintenance & Customization of Digital E-learning Content along with their related software(s) from pre-primary to class 12th for various education boards)

The overall solution for subset-1 is envisaged to consist of following components:

- i. Digital E-learning Content
- ii. Software Content Management Application(SCMA) (to be installed at the sites i.e. in classrooms)
- iii. MobileApp

- iv. Digital E-learning Content Management Software (/Portal) (to be installed at Central Premises).
1. Bidder should be able to develop the customized content and thereafter Supply, Install, Commission & Maintain **digital e-learning content** for all the subjects from pre-primary to Class XII for ordered curriculum & education board(s).
2. Software Content Management Application, Digital E-learning Content, MobileApp & Portal should support the mandatory and common (respective) features defined in section “COMMON SCOPE TERMS/SPECIFICATIONS APPLICABLE FOR BOTH SUBSET-I and SUBSET-II”.
3. **Ownership of Subset-I content per license:** In rental usage ownership shall transfer to end user after three years of usage. This will be termed as perpetuity for rental usage. Please refer to Clause 20 i.e. “Perpetuity of content & application”.
4. **Ownership of Subset-I content per license:** In case of Outright Purchase, the ownership shall reside with the end user. Please refer to Clause 20 i.e. “Perpetuity of content & application”.

SUB-SET-II (Development, Supply, Installation, Commissioning, Integration, Maintenance & Customization of Augmented Reality (AR) content along with related software(s) from pre-primary to class 12th for various education boards.)

The overall solution for subset-II is envisaged to consist of following components:

- i. AR Content
- ii. An AR Software Application (to be installed at the sites i.e. in classrooms)
- iii. MobileApp
- iv. AR Content Management Software (/Portal) (to be installed at Central Premises).
5. AR Software Application should be
 - a. Able to run on a PC/Laptop in Smart Classroom infrastructures, including but not limited to existing ERNET’s Smart Classrooms (specs at Annexure ‘C’) specially utilizing its existing HD web camera, projector & PC.
 - b. A high-quality e-learning AR based solution for Classes from Pre-primary to 12th.
 - c. In accordance with required board curriculum and should be interactive, engaging, unique, & encourage blended learning to ensure that the student understands the concept easily through 2D and /or 3D simulations.
 - d. Having icons on the application indicating the link to access the respective book for easy navigation.
 - e. Capable of running AR content & playing the interactive digitized book(s)
 - i) Interactive digitized book shall contain the topic-wise AR content/objects/handles embedded within the book alongside the respective chapter’s contents & topics.
 - ii) These AR contents /objects/handles should also be playable, when a notebook / page is scanned. The details w.r.t “**scan book & AR content play**” process are explained separately in this document.
 - iii) AR application software may be able to read QR-code for taking any specific inputs from the interactive digitized book(s).

- f. Able to perform the scanning of images/contents/topics to accomplish “**scan book & AR content play**”.
 - i) Application should use the camera (in the classroom/or to a laptop attached with a PC, etc.) to scan the text book’s page/image/figure. The scan will act as a trigger and in return application brings up & plays the animated/interactive AR content on the screen for the respective topic using the AR contents /objects/handles.
 - ii) The application should be able to play the content in offline and online mode, i.e. application should be able to fetch animated/interactive AR content after scan on real-time from internet in online mode and wherever slow or no internet should have provision for pre download of content so that after scan system fetches data from local computer.
 - iii) Bidder should be having at least
 - a) One minute of AR content per topic per chapter for the books from Preprimary to class Vth.
 - b) Two minutes of AR content per topic per chapter for the books from class VIth to VIIIth.
 - c) Five minutes of AR content per topic per chapter for the books from Class IX – Xth.
 - d) Ten minutes of AR content per topic per chapter for the books from Class XIth - XIIth.
- g. Application should include Computer-based Interactive Book(s) based on AR.
 - i) The computer-based interactive books shall have images, diagrams, interactive images, illustrations, and videos 2D-3D, Computer Generated Imaginary(CGI) animated videos (most preferably visible 3D).
 - ii) The interactive book shall have
 - i) Pages for quizzes in general, it must encourage, interactivity like matching, true/false, multiple-choice, fill in the blank, drag and drop, text/image based etc, may keep gamification of quizzes.
 - ii) Worksheets of different types (based on questions/exercises at the end/mid of chapters/subjective questions/objective questions).
 - iii) A library for vocabulary
 - iv) Icons that represent interactive content wherever there are added features/videos while navigating/using the book.
 - iii) The access to the books must be controlled based on “subjects registered” for a school and its respective teachers. The subjects accessed per class by a teacher shall be controlled by ERNET administrator login. Each teacher shall have a separate login per class per subject. In other words, licensing in Subset-II should be as per **Class per Subject basis**.
 - iv) The books shall allow teaching friendly features such as zoom in, zoom out, rotation(where-ever necessary), option to print the pages .
 - v) The book shall allow the user to navigate on any page, any time.
 - vi) The interactive books shall have error-free content.
 - vii) The Interactive books should have a summary video at the end covering all the information in the chapter.

- h. Have a capability to maintain the licensing activation per instance of AR Content Management Applications and their respective subjects.
 - i. AR Software application needs to support and integrate with portal for all the mandatory and common features required at portal. Any feature required/identified at portal should be accounted into the scope of AR App by the bidder automatically.
 - j. MobileApp
 - i) The “MobileApp” in subset-II should have an additional feature to scan the Image/QR code on the textbook to reveal the Interactive AR Content .
 - ii) Make most re-use of the meta data (3-d models/AR data etc.) created during the implementation)
6. AR Portal should have capability to support the features of AR App to maintain the licensing activation per instance of AR Content Management Applications and their respective subjects.
 7. AR Software Application, AR Content, MobileApp & AR Content management Portal should support the mandatory and common (respective) features defined in section “COMMON SCOPE TERMS/SPECIFICATIONS APPLICABLE FOR BOTH SUBSET-I and SUBSET-II”.
 8. **Ownership of Subset-II content per license:** In rental usage ownership shall transferred to end user after five years of usage. This will be termed as perpetuity for rental usage. Please refer to Clause 20 i.e. “Perpetuity of content & application”.
 9. **Ownership of Subset-II content per license:** In case of Outright Purchase, the ownership shall reside with the end user from the date of Outright purchase. Please refer to Clause 20 i.e. “Perpetuity of content & application”.

COMMON SCOPE TERMS/SPECIFICATIONS APPLICABLE FOR BOTH SUBSET-I and SUBSET-II- Starts here

10. **The content mandatorily** should consist of the following features:

- i) The Audios, Videos, Animations/interactive CGI and Text with diagrams & figures for each topic as per the syllabus/curriculum of the ordered education board(s).
- ii) The Audios, Videos, Animations/interactive CGI should have clear voice over.
- iii) Should be Bi-lingual (e.g. Hindi and English), the language requirements will be based on the respective state and board. In order to serve the state teacher/students in their local language, solution adopted to develop the content and or application shall have the capability to support vernacular changes in other regional language(s). It is applicable for voice and text (such as subtitles/scripts). Videos, animations & audios may additionally have scripts/subtitles (text of spoken content) for reference later.
- iv) Should have a professional Quality of voice, including following but not limited to
 - i) Sound like a regular conversation with appropriate pauses in the voice over & should not be a digital voice.
 - ii) Indian accent for English and Hindi or any regional languages & in case of regional voice language requirements voice over for better pronunciation should be done by respective native person.
- v) Question bank (Subjective, Objective, MCQ, etc.) with solutions that may be used for giving homework /class test etc. Gamification with assessment questions at the end of each chapter.
- vi) The content should not be copy-able. Bidder must submit details explicitly on handling this aspect.

- vii) The application content should give a practical exposure to the syllabus being taught. Supplement regular curriculum based teaching.
- viii) Content should be in accordance with required board curriculum and should be interactive, engaging, unique & encourage “blended learning” to ensure that the student understands the concept. Blended Learning is a style of education in which students learn via electronic and online media as well as traditional face-to-face teaching.
- ix) The latest syllabus/curriculum for various subjects must be included for ready references.
- x) Competitive exam questions with solutions.

11. Software Content Management Application or AR software Application

11.1 Mandatorily should be/have the following **features**:

- a. An application that gets installed on PC (Desktop/Laptop) and is used to play the content.
- b. Easy to navigate & user-friendly.
- c. App should be able to interface & act based on the notifications with / from Content Management Software (/Portal).
- d. Capability to create multiple user login(s) with rights & privilege based access such as:
 - i. Administrators based users logins to manage users, rights and content access.
 - ii. Logins for administrative users like Principal, school nodal, resident engineers.
 - iii. Logins for users like different (teacher) users for each class / subject
 - iv. Login for super administrator for ERNET India/State officials.
- e. Capability to track progress per login.
- f. Integration with the ERNET’s Smart Classroom Solution (placed at annexure ‘C’).

11.2 The technical aspects for the Application to **Mandatorily** include the following:

- a. The first install of the application shall be done by using the USB or HDD based installer and subsequent updates of content shall be possible via the online mode and/or USB installer.
- b. Content application should be optimized to work on lesser bandwidths (less than 1Mbps).
- c. Capability to expanding size of readable text/subtitles.
- d. Capability for teachers to add/modify questions if required. (not required in MobileApp)
- e. Capability to turn subtitles on/off.
- f. Feature to allow a teacher to select & print chosen questions that may be used for assignment homework/class test etc.
- g. Capability for note taking/ bookmarking/ Memo or Sticky notes.
- h. Privileged access for content installed. Based on user’s role and subscription. i.e. Class wise & Subject wise locking & unlocking of e-Content e.g. user ‘A’ shouldn’t be able to access the content of user ‘B’ for which he/she doesn’t have permission.
- i. To maintain its version number per release.
- j. Capability to get locked to user’s hardware for identification and non-copying purposes.
- k. Support the portal’s capability w.r.t logging of activations of Software Content Management Application licenses.
- l. The application should work with a valid subscription certificate i.e. a license. If the subscription expires or is about to expire and it needs to be extended it should be allowed to be extended over internet. The **portal** should also support this feature of license key generation. There should also be additional mechanism through an offline key generation via the portal and getting it (key) installed on the system i.e. a mechanism to activate the

- license, software app/content via USB/manual entry of licensing key. The later shall be utilized primarily for the cases where there is no internet.
- m. Based on the validity duration of a license, there should also be a provision to lock any user id and/or revoke its access from a Portal/central location installed at ERNET/ in control / authorized by ERNET India. In case when the application is offline, the lock/revoke functionality should work via the installed certificate which should have a validity date controlling the access functionality **and the software should automatically cease to operate after the certificate validity end date.** In special cases, whenever such offline instance comes online and interacts with Portal, the content validity certificate should get updated/ renewed based on its subscription validity period. The access could be revoked due to expiry of license/subscription/certificate/ or any other reason & the **portal** shall support this feature.
 - n. Capability to **activate/reactivate & deactivate license** for a specified period. Generation of license key should take into account atleast following
 - i. Name of School, District, End User
 - ii. State
 - iii. Classes for which to provide
 - iv. Subjects
 - v. Email/Phone
 - vi. Any other input(s) required for unique license key generation.
 - o. To allow import/syncing of content usage reports generated by the application periodically (For Online apps it syncs automatically, for offline apps the reports are exported and then emailed or uploaded from a same/different location/computer wherever internet is available {both methods should be supported for covering all scenarios}). **Reports syncing of offline app should be supported by Portal.**
 - p. A user should to have its own dashboard for an outline of reports per subject and alert messages, updates or notifications on course etc. Notifications should also be visible on individual apps.
 - q. Capability to sync up all the data (reports/logs/content etc., if any) with portal whenever the app instance goes online.
 - r. Capable of providing regular & timely software(s) and / or content updates during the Operational and Maintenance as and when there is a change in the syllabus or the new chapter is introduced, feedback is incorporated, and/or an error is found, etc.
 - s. All the necessary pre-requisite software(s) (such as adobe flash, dot net fixes, adobe reader etc.) should be checked & installed at the time of installation so that the look and feel of the content remains same at all category of users connected online or offline. There shouldn't be any separate cost for this.
 - t. For the offline application instances, there should be a manual mechanism to be followed by empaneled bidder, (via a USB) to push/install the software app / content / patches and/or updates of content, at each of such sites to complete an installation or an update or even enabling of license of a content. In parallel, there should be a mechanism to provide online updates for instances connected online. Upon availability of internet, it is natural that the offline instances, may also get connected to internet, so the sync up with portal / renewals/ updates and other features supported (for online instances) should automatically work as they work for online cases.

- u. Bidder will also provide user manuals to the respective end user.
 - i. At the time of installation, Bidder will provide user manual to end- users and provide an on-site walkthrough including informing user of a self-help option in the application.
 - ii. User manuals to be separate for Subset I (Content Management Application Software+ Content, its MobileApp), Subset II (AR Software Application + Content and its MobileApp).
 - iii. User Manual have should detail operational aspects and basic / key troubleshooting steps for FAQs. This user manual should be accessible from app. The application shall ensure a help option to allow users to search and perform usage steps / troubleshooting.
 - iv. Self-help video Tutorial should also be provided. Along with self-help FAQ (Frequently asked questions. The bidder must ensure its availability over internet publicly. This video tutorial with self-help FAQ is a must feature for MobileApp.

11.3 The report generation system in the Application to **Mandatorily** include the following:

- a. Report Generation Capability:
 - i. Capability to export the progress reports in a .csv format automatically on a periodic basis. The periodicity of reports should be configurable.
 - ii. Capability to save reports including state, district, school, teacher name user / other filters defined above.
 - iii. The application would also provide usage statistics such as time per topic.
 - iv. App should be able to automatically sync with the portal, so as the reports from the school/districts/state/etc. can be accessed @ Portal with all filters
 - v. Automatically upload the user's usage reports/incremental logs to **Portal** whenever it gets connected to internet.
- b. Able to provide progress reports per teacher per subject per class basis. It must provide the duration for which the subject is taught in a class by a teacher. Hence a separate login per class per subject for each teacher is required. Similarly for mobile app such progress reports should be made available for Parents for per student's user id.
- c. Application should be able to provide the content usage report with exact usage of content, duration of app usage per day per login basis etc. for each user.

11.4 The feedback system in the Application including MobileApp to **Mandatorily** include the following:

- a) There should be transparent mechanism for collection of feedback/suggestions and the collected feedback is to be shared with ERNET India. The feedback should be available on portal under "feedback tab/section" categorized/grouped based on similar filters as provided for reports. The portal shall sync with apps to show/maintain all the feedbacks uploaded via App. App users should be able to see the feedback by applying the filters.
- b) Additionally, the feedbacks synced with portal shall show a different color coding or an icon around them, so as portal/application, users should be able to identify and distinguish between a synced feedback at portal vs non-sync feedback and vice versa. A status and remarks must be allowed to be written at portal against each feedback. This feedback/status/remarks shall get synced with requisite app user too and should be visible upon sync with app via an icon on feedback. **The portal shall also support this feature.** The received feedbacks which will be approved by ERNET India shall be incorporated in the solution(i.e. content/portal/app etc.) by the bidder.

12. MobileApp

- 1) The bidder should also have a mobile version of the content application software supporting the same content to run on mobile devices & other computing devices such as (tablets/ laptops/pc etc.).
- 2) The MobileApp includes the access to devices via web-browsers.
- 3) The MobileApp should be designed such that it facilitates self-study by the end user.
- 4) The MobileApp should include all features of software content management application(SCMA) mentioned in the tender. Any features/usecases of SCMA that may not be applicable for MobileApp can be mutually discussed & excluded. The final decision about the same will be taken up by ERNET India . There will be certain features/use cases that shall be added for MobileApp such as not limited to use cases pertaining to access for Parents , tracking of their ward's performance, schedule, completed topics/chapters etc.
- 5) The MobileApp solution must ensure that it works independent of the Software Content Management Application (as defined in Subset-1 for Digital Content) or AR Software Application (as defined in Subset-II for AR based content) & their infrastructure(s) . The bidder must ensure the MobileApp solution has its own self sufficient infrastructure to cater the direct /bundled users.
- 6) MobileApp should be designed considering the ease of use on a mobile device, computing capabilities(RAM,HDD/Storage capacity), internet bandwidths etc. .
- 7) The content on the MobileApp should be optimized to play considering the limited computing power available on the mobile devices. Also, Audio format, resolution of Videos, Animations/interactive CGI and Text with diagrams should dynamically support the resolution required for the various mobile devices. The MobileApp design must be created keeping lowest dependence on mobile internet bandwidth.
- 8) The MobileApp should allow the end user to change the current class or switch between classes and subjects from the applications home page without logging out.
- 9) By default, active user sessions per userid for a MobileApp will be '1'. Bidder to provide upto 5 Demo ID's that can be used by ERNET India at its discretion for demo/ presentation to the prospective customers.
- 10) The MobileApp solution **by default should work as a single active session** on any device at a time.This value is configurable and is denoted as “**simultaneous allowed active session(s)**”. In other words “simultaneous allowed active session(s)” by default will be '1'.
- 11) A Notification would be received by the user when a user exceeds the maximum simultaneous allowed active session(s). Notification would ask the user for option to close previous ongoing active session(s) and allow the current login to continue or an option to not to continue with the current session and instead keep the previous session(s) logged-in.
- 12) The MobileApp should be connected with the portal and should be developed to provide the reports as defined for software content management application & any additional reports required for MobileApp usage / tracking / sessions logging /related statistics per user/session basis etc. **such as report for parents about the usage by their ward/students** .
- 13) Bidders MobileApp should be secure and bidder should ensure to get regular security audits done to ensure there is no compromise in the personal data of the End User. Vulnerability if any should be addressed immediately.

- 14) Bidder to provide constant security patches and updated to address any vulnerability for its operation on Mobile OS or various browsers.
- 15) Any information security breach would be the sole responsibility of the bidder and bidder need to ensure enough safeguards to avoid them. If still any losses occur due to the Information security breach the same need to be borne by the bidder.
- 16) The MobileApp should also be able to take feedback of students as detailed in the software content management application.
- 17) MobileApp should ensure gamification in the provided content and may also enable end user engagement (via regular notification & messages).
- 18) The MobileApp should work in offline mode i.e. it should allow the data/content to be downloaded, played by the MobileApp later. The number of days for which this downloaded data/content is allowed to be placed on mobile device is configurable. It is called as “**allowed storage content duration**” offline content should get deleted after allowed storage content duration. This should be visible to user and configurable by user. Value cannot exceed 365 days .
- 19) As the above downloads will take the SD card / memory capacity in a Mobile, There should be warning pop-ups that warns user upon filled memory usage. This should also be configurable and by default shall warn at 75%,90% or 100% usage of capacity.
- 20) The MobileApp should work in online mode i.e. when internet is available app should work without using much of the mobile device storage space.
- 21) The app should be able to sync up the content usage data (such as current status, usage, quizzes attempted, session created, date of logging, error encountered access logs etc.) with the portal whenever online or in offline whenever the MobileApp comes online.
- 22) The bidder must ensure there is no lag in utilizing the MobileApp when being used through internet.
- 23) The MobileApp should have option to get activated via an activation code sent thru email after registering on the portal/via the MobileApp .
- 24) There should be an option for renewal of subscription for the direct users on the mobile app linked with portal and payment gateway.
- 25) It is the responsibility of bidder to create the MobileApp and host it on the relevant app stores / play store. The bidder also needs to take care of maintaining a separate infra to handle the multiple simultaneous sessions of online(/and or Offline) MobileApp instances ensuring no issues in user’s experience/security or any other feature degradation.

13. The Management Portal

13.1 The management portal **mandatorily** should allow the following features:

- a. Management of subscriptions i.e. licensing of content at sites [Refer to license requirements & use cases section for details]
- b. Should be able to sync up the content/service/logs/reports for all users (both online and offline) as per their applicable subscription.
- c. A login user ought to have its own dashboard to view
 - i. Various types of reports per installation/ school/district/state
 - ii. Usage Status per installation/teacher/school/district/state
 - iii. Feedback/Open Issues/Queries per school/district/state

- d. The portal should allow the ERNET Administrator login control access for Software Application, MobileApp. The access must be controlled based on “subjects registered” for classes in a school/user.
- e. Should have features to send notifications to schools for new content / updated content availability based on the registered subjects per school.
- f. Bidder needs to ensure a backup to avoid any loss of data at the portal.

13.2 The technical aspects for the Application to **Mandatorily** include the following:

- a) The application should work with a valid subscription certificate i.e. a license and if the subscription expires or is about to expire and it need to be extended it should be allowed to be extended over internet. The portal should support this feature of license generation. If there is no internet there should be a mechanism through an offline key generation via the portal and getting it installed on the system i.e. a mechanism to activate the software via USB.
- b) Based on the validity duration of a license, there should also be a provision to lock any user id and/or revoke its access from a Portal/central location (installed at Delhi Premises of ERNET India) in control / authorized by ERNET India. In case, when the application is offline, the lock/revoke functionality should work via the installed certificate which should have a validity date controlling the access functionality duration **and the software should automatically cease to operate after the certificate validity end date.** In special cases, whenever such offline instance comes online and interacts with Portal, the content validity certificate should get updated/ renewed/revoked based on its subscription validity period. The access could be revoked due to expiry of license/subscription/certificate/ or any other reason & the **Application** shall support this feature. The licenses lock/revoke functionality should first be applied at the portal per instance of application and thereafter via command over internet to the software application. The similar functionality shall be devised for MobileApp.
- c) Portal to have a capability to revise the total no. of activations when instance of Software Application is installed and activated or license activation revoked or removed. In special cases where an existing License (instance of Software Content Management Application) has to be removed, such as due to re-formatting/changes/replacement of PC/H/w components, the replacement license shall be installed on a same or different PC/Laptop/etc. It is to be noted that such a replacement license should not be treated as a new user and hence the total number of activations should remain same in such special scenario.
- d) An e-Learning tracking/management portal should maintain its version number per release.
- e) The Release Version numbers must be visible in app (for content and App) and at portal, so as any user/designated troubleshooting team member/designated officials should be able to easily locate it.
- f) The solution should select/implement appropriate protocols between Portal and Apps for allowing download of content on atleast 512 Kbps data rate and connections that are intermittent in nature.
- g) Bidder will also provide user manuals to the respective end user.
 - i. At the time of installation, Bidder will provide user manual to end- users and provide an on-site walkthrough including informing user of a self-help option in the portal.
 - ii. User manuals to be separate for Subset-I (e-Learning tracking portal, MobileApp) and Subset II (AR Content Management Software, MobileApp).

- iii. User Manual have should detail operational aspects and basic / key troubleshooting steps for FAQs. This user manual should be accessible from portal. The portal shall ensure a help option to allow users to search and perform usage steps / troubleshooting.

13.3 The report generation system in the Management Portal to **Mandatorily** include the following:

- a. Reports of learning sessions with capability to provide state wise, district wise, school wise, class wise teacher wise, subject wise etc. / user wise filters & reports.
- b. The portal should be able to provide any other customizable reports that provide the current status per school/class basis, the usage etc. Capability to generate & download custom reports. Dimensions of custom reports will be decided between ERNET and empaneled bidder.
- c. Should be able to sync up the content/service as per their applicable subscription. Should also be able to sync up data (reports/logs, etc.) provided by applications. In offline implementation instances, imported reports from such applications should get synced up at Portal in report Db i.e. with reports for all users (both online and offline).
- d. To provide syncing & import capability of content usage reports generated by the software content management application, MobileApp periodically. In case of Software content Management Application(Online application should sync automatically, for offline app it is imported whenever its emailed or uploaded from a different location/computer wherever internet is available {both methods}).
- e. The portal should provide detailed content usage report with exact usage of content in each instance.
- f. To provide reports consisting of software application version numbers and installed content's version number.
- g. To provide reports consisting of MobileApp version numbers and installed content version numbers.

13.4 The feedback system in the Management Portal to **Mandatorily** include the following:

- a. There should be transparent mechanism for collection of feedback/suggestions and the collected feedback is to be shared with ERNET India. The feedback should be available on portal under "feedback tab/section" categorized/grouped based on similar filters as provided for reports. The portal shall sync with apps to show/maintain all the feedbacks uploaded via App. Portal users should be able to see the feedback by applying the filters.
- b. Additionally, the feedbacks synced with portal shall show a different color coding or an icon around them, so as portal/application, users should be able to identify and distinguish between a synced feedback at portal vs non-sync feedback and vice versa. A status and remarks must be allowed to be written at portal against each feedback. This feedback /status/remarks shall get synced with requisite app user too and should be visible upon sync with app via an icon on feedback. The received feedbacks which are approved by ERNET India shall be incorporated in the application by the bidder based on its classification as Minor and critical.

13.5 **MobileApp Related Features in** Management Portal to **Mandatorily** include the following

- a) There should be an Individual user registration page for enabling end users to opt for subscription of the mobile app for content usage.
- b) Basic Details of students/end user should be captured while registration i.e name, phone/email, class etc. The phone and email Id should be optional and the end user must specify its convenient mode of communication either thru SMS or Email. Also, there should be an option to do bulk registration thru uploading an excel or a CSV file.
- c) Notification for registration should be shared automatically on the preferred mode of communication of the Student/ EndUser and email if provided
- d) A bidder shall integrate portal (Registration page/ Renewal Page etc.) with a dedicated payment gateway (newly created for the transactions of this project) for registering and submitting the fee of direct users in this case. The user level access of the payment gateway would be shared with ERNET India. Reports for all the transactions should be shared with ERNET India on weekly basis or as desired by ERNET India.
- e) The individual user may have an option to select multiple classes while registering and it should be easily changeable through the same login.
- f) There should be a tariff page and the page should allow options to administrator user to add tariff, discounts and offers for each of the subset/classes/subjects. Tariff page should also allow the direct user to purchase the subscription directly by making payment thru the portal via integrated payment gateway.
- g) Additionally, for institutional user there should be an option to further claim GST refund/concession by entering GSTIN number while registering in the portal and the same should be provided with GST invoice / Receipt on successful transaction. Same shall be reported to ERNET India.
- h) There should be provision for bank reconciliation of the payments received thru MobileApp payment gateway on the portal and report should be shared with ERNET India on weekly basis or as per discussion with ERNET India. Also, there should be provision in the portal to download relevant reports as needed.
- i) Portal should automatically push renewal notifications to the end users, who are nearing the end of their subscription and the same should be also reported to ERNET India.
- j) The portal should sync with the MobileApp and should be able to provide various usage reports and have a dashboard detailing the utilization of the mobile app. The portal shall be able to provide all reports as explained in the MobileApp section .
- k) The MobileApp subscriptions have to be managed in a user-friendly way on the portal and should have provisions to enable and disable subscriptions as required by a user and by an administrator.
- l) In case the MobileApp user forgets the password the ‘forgot password’ link should support recovery of the password to End user based on an OTP/email and there should also be an option to manually reset the password through the helpdesk if the need be.
- m) There must be an option to manage a group of MobileApp subscriptions registered under **bundled MobileApps category**. The MobileApp subscriptions should also be easily manageable by the end user for their respective school(s).
- n) Admin/Parents / School Nodal should be able to view the progress of students on the portal.
- o) The active user sessions per userid should be configurable.
 - i. By default this value will be set as ‘1’.
 - ii. 5 Demo Id’s should be provided to ERNET India free of cost

- iii. There should be option for admin to manage these demo users via the portal and view the usage reports of demo Id's.
- p) Notification should be sent to the user when the user exceeds the maximum simultaneous allowed active sessions. Notification should ask user for option to close previous ongoing active session(s) and allowing the current login to continue or an option to not to continue with the current session and instead keep the previous session(s) logged-in.

14. Syllabus in the Content Management Application Software

14.1 The cost should be provided by the bidder considering for these number of **mandatory** subjects count that if any class subject is ordered these many subjects are to be provided, but in addition there is also a tentative subjects list of mentioned at 14.2 as additional subject which was prepared keeping in mind that they may be additional subjects that may be added to the ordered quantity by the state:

Classes	Mandatory	Subjects
Pre- Primary	English, Hindi, EVS, Numbers, Art and Craft	5
I	English, Hindi, Math's, Computers, Arts, GK, EVS	7
II	English, Hindi, Math's, Computers, Arts, GK, EVS	7
III	English, Hindi, Math's, Computers, Arts, GK, General Science, Social Science	8
IV	English, Hindi, Math's, Computers, Arts, GK, General Science, Social Science	8
V	English, Hindi, Math's, Computers, Arts, GK, General Science, Social Science	8
VI	English, Hindi, Math's, Science, Social Science, Sanskrit/french, Computer science, GK	8
VII	English, Hindi, Math's, Science, Social Science, Sanskrit/french, Computer science, GK	8
VIII	English, Hindi, Math's, Science, Social Science, Sanskrit/french, Computer science, GK	8
IX	English, Hindi, Math's, Science(Physics, Chemistry, Mathematics), Social Science(History, Economics, Political Science, Geography), Computer science, GK	7
X	English, Hindi, Math's, Science(Physics, Chemistry, Mathematics), Social Science(History, Economics, Political Science, Geography), Computer science, GK	7
XI Streams (Science / Commerce / Humanities)	Math's, Physics, Chemistry, Biology, English, Hindi, History, Political Science, Geography, Economics, Sociology, psychology, Business Studies, Accountancy, Computer Science, Computer & Communication Technology, Health & Physical Education, Sanskrit, Media Studies, Art Education, Human Ecology & family science, informatics Practice	7 (Per Stream)
XII Streams (Science / Commerce / Humanities)	Math's, Physics, Chemistry, Biology, English, Hindi, History, Political Science, Geography, Economics, Sociology, psychology, Business Studies, Accountancy, Computer Science, Computer & Communication Technology, Health & Physical Education, Sanskrit, Media Studies, Art Education, Human Ecology & family science, informatics Practice	7 (Per Stream)

Note: Actual ordered subjects per class would be as requested by the ERNET India/State, and if any additional subject is required instead of mandatory subjects keeping the subject count constant, no additional payment would be made to the bidder. If additional subjects is added the count of ordered subject would increase is a mandatory subject is not ordered the count may decrease effecting the per class cost being ordered in subset-I.

- 14.2 The Additional subjects listed below & their content, if it is not available with the bidder at the time of bidding, the bidder will still be eligible to bid under a condition that the bidder will develop the same before the acceptance testing without requesting any additional time to meeting the delivery milestones. This is by **no means an exhaustive list** but it gives an indication of the many subjects core/optional being offered at the various state boards, there could be new subjects arising too.

Class wise	Additional Subjects (in some boards may be optional)
Pre- Primary	Activity based learning (ABL)
I to II	Visual & Performing art (Drawing, Dancing etc.),
III to V	Visual & Performing art (Drawing, Dancing etc.), Yoga, (III-V) Science
VI to VIII	Covering Maximum Regional Languages, Urdu/ Panjabi, Visual & Performing art (Drawing, dancing etc.), Physical Education including Yoga
IX to XII	Secretarial Practice, Social Science, Home Science, Multimedia web, Marketing, IT system, Business Data Processing, DTP CAD & Multimedia, Financial Management, Business Process Outsourcing skill, Music (Hindi), Foundation of Financial Market, Mutual Fund and Banking, Derivative Market Operations, Capital Market operations, IT Tools, Web Application-I, Data Based Management Application, Web Application-2, and Vocational Subjects (IT, Travel & Tourism, Beauty & Wellness, Security and Agriculture, Automobile, Health Care, Plumber, BFSI, Telecom, Painting, Typography) computer, Urdu
Extra Content	Topics can be made and added as per requirement by faculty/ State / ERNET India, also questions can be added by faculty to the existing set.

15. Platform Support:

- a. **Mandatory** OS Support Required– Windows (8.1 or above) & Linux (Ubuntu 18.0 and above/ CentOS)
- b. **Mobile** Platform Support – Be smartphone enabled (Android (7.0 or above), iOS(10.0 or above), Chrome(75.0.3770 or above) /IE (11 or above)/Mozilla Firefox (75 or above)/ any other browser as approved by ERNET India
 - i. Mobile App – bidder with complete content compatible on mobile app.
 - ii. Browser based- bidder with complete content compatible to run on browser
- c. **Minimum** Hardware Support Required – Interactive White Board, HD Projector, HD webcam, PC/Laptop/Desktop (Support 32 & 64 bit OS, Processor with CPU 3.3 Ghz or higher, 500 GB HDD & with 4 GB RAM)

16. The software/ equipment supplied should work under the specified solution design. It shall be the exclusive responsibility of the bidders(s) supplying the software to provide appropriate device drivers and solutions for these system software platforms.
17. The digital e-learning content & AR Content before actual delivery and installation at each school shall be checked and verified as per the acceptance testing process defined.
18. Bidder needs to provide the samples of content as defined in the MINIMUM ELIGIBILITY CRITERIA SubClause #20 at the time of submission of bid.
19. Complete content should only have label/branding of ERNET India or as desired by ERNET India at the time of placing the order. Should not include label/branding or any other markings of the bidder. The branding logo should be configurable in case of any change it shouldn't require to change the complete content.
20. The scope of work & commercials includes the provisioning of required internal HDD for content storage in addition to the existing storage on a PC, installation charges and insurance of the H/W provision.
21. The bidder's content application software should supplement teaching remote students through Virtual Classroom Teaching (i.e. Interactive audio video sessions running over VC Platform) sessions from DIETs/Lead Schools/Mentor Locations etc. with recording and replay feature for students.
22. The bidder has to consult syllabus and books provided by respective board and provide regular and timely upgrades/updates related to syllabus/content changes. The bidder is responsible and must have a mechanism of endorsement by CBSE/NCERT/ or respective board experts/academicians. The bidder also needs to ensure that the updates required in content/syllabus/subjects or any other change w.r.t supplied content if any w.r.t National Education Policy issued in July 2020 shall be taken care free of cost. An undertaking for same to be submitted by bidder.
23. Bidder should work in close coordination & sync with the officials of ERNET India/ end user at designated project locations.
24. Training:
 - a.) Bidder needs to provide onsite operational usage & troubleshooting trainings for all the ordered locations at designated project locations (mutually identified by ERNET and/ or Respective State or any other relevant agency and/or bidder) at the time of implementation as per milestones of delivery and installation. Bidder needs to provide onsite training in multiple groups, with maximum 25 persons in a group. There shall be two users from each site **The training duration for Subset-I shall be 2 days and for Subset-II shall also be 2 days.** Duration of the training may be revised considering the time required by the users to understand the software application for its usage and considering any feedback received by user/State.
 - b.) The bidder needs to provide 2 days training twice to ERNET India Officials/State or any other nominated officials from ERNET India on portal & content usage.
25. Bidder needs to provide 24X7 helpdesk supports with toll-free number and troubleshooting ticketing system for every state. The helpdesk tasks also include the task to take care of out-calling to end users / designated/ nominated officers for various project related activities such as calling /reminding the officials for renewals, resolution of tickets , any new feature updates / changes w.r.t usage, schemes , introduction of new syllabus / chapters/pages etc. It shall maintain the **record for each of activities** performed by helpdesk team including details such as start / end/closure date and time, called number, name etc.
26. Bidder need to depute **one resident engineer for management of the portal** for the entire duration of the operations liability/warranty/AMC period. For resident engineer responsibilities, qualification, experience and duty refer **"Special Terms & Conditions (clause 26)"**

27. The received feedbacks (from state/any authorities) which are approved by ERNET India shall be incorporated in the solution (i.e. content/portal/app etc.) by the bidder without any additional costs.
28. There should be regular maintenance and periodic audits to ascertain the security and safety of content of the server and sites. The periodicity for audit at Portal shall be bi-annually and sites should be audited yearly. In case of any specific audit requirements w.r.t ISO certifications that also need to be met by bidder.
29. Bidder should be having a separate MobileApp for each of the subset with all the features as required by the end user for the content /content management application and its interfacing with portal.
30. Bidder should give an option **for trial subscription to the end user** with full content, the duration of the trial may be mutually decided and the duration should be programmable and may range between 2 Hrs. to 7 days at the maximum. By Default the duration of trial may be set to 48 hrs. The trial subscription should be made free of cost to end users. The request for trial may be requested through Mobile App portal/app. The portal must keep a record of 'trial subscription' users.
31. Bidder must provide a high-level architecture displaying all components of design conceptualized & finally developed to handle the scope of work. **The design must consider the scalability requirements, the mode of working for online and offline scenarios.**
32. Bidder needs to self-manage & self-maintain the support Infrastructure required for supporting windows based / other OS or MobileApps which are being used simultaneously by many users without any additional cost.
33. Bidder should also include any provisions required for the support Infrastructure required for accomplishing the functionalities (pertaining to pushing/online streaming of the content to online Desktop apps/MobileApps etc.) of the portal as part of their scope of work. It should also include the provisions w.r.t any other aspects between these infrastructures / Solution's elements such as connectivity between servers.
34. It is the responsibility of bidder to ensure the smooth payment transactions on portal & handle any issues related to same.
35. The scope of Subset-I & Subset-II for portal, content, application & MobileApp will also include any other work item necessary or incidental which is not mentioned above to execute the scope of work. It is the responsibility of the bidder to successfully run the digital content.

COMMON SCOPE TERMS/SPECIFICATIONS APPLICABLE FOR BOTH SUBSET-I and SUBSET-II- Ends Here

Use Case SUBSET –I & SUBSET-II: The following set of use cases are just a few indicative use cases. They don't cover all use cases from the scope of work defined.

For features for Administrators & Users

- a) **Super Administrator (ERNET India/State officials):** - This user shall have all privileges for all functions of the portal.
 - a. It should be able to create users and assign them different roles such as teachers, students, admins etc.,
 - b. It should be able to modify/add/delete the activation /subscriptions/courses/content/classes for users
 - c. Should have permissions to activate and disable other administrators.
 - d. Should be able to generate reports & analytics, and view the dashboard for complete graphical representation, track utilization at school, district and state level

- e. Should be able to manage feedback.
- f. Also provide keys for subscription.
- b) **Administrators (Principal, school nodal, resident engineers):** - Manage user's activation/deactivation and billing. Ability to push updates, provide support & custom reports. Track utilization of the applications at school, district & state level. Should be able to provide support.
- c) **User (teacher)** – user to have access to content for teaching using animated videos based on the subscription role assigned, should have provision to provide feedback, should get dashboard and real-time analytics of utilization. Option for reports, option to add and remove question & answers. There should be option to add bookmarks and add content and question to the course plan.
- d) **Group of Students (access may be given on certain cases)** – User to have access to mobile application android or iOS, option to study from home, provide option to give feedback and do practice tests. place bookmarks and keep notes.

For Activation of Software upon installation at school/ DIETs/Lead Schools/Mentor Locations /end user

a) For New Location-

i. Activation of software

- i. ***At a site with no availability of internet:*** from the site Bidder's installation team would call ERNET India for License Key based activation. A License Key would be generated for a single subscription for a particular duration of a user login from portal. **The installation team enters the license details into the installed app manually. This is a typical use case from 'Offline System',** shall be activated, updated and maintained / supported as per offline support defined in scope .
- ii. ***At a site with Availability of Internet:*** At the sites where there is availability of internet, the Content Management Application would automatically get activated over the internet. Key based activation that would be generated for single login and should be made using an algorithm taking into parameters.
- iii. Bundled Or Direct MobileApp Users would need to download the app from app stores and accept the end user agreement to start the usage of the MobileApp.
 - a) For bundled users the registration should be manageable thru the portal and the teacher must be trained to support the registration and activation process.
 - b) For direct users after registration the activation code should be shared via email and with instruction to activate the MobileApp subscription.

b) For Existing Location (with monthly / Outright purchase subscription)

i. Re-Installation and Re- Activation

- i. Wherever there is no internet, the installation team would visit, troubleshoot, and if required, re-install the software on the computer and perform offline activation procedure that would be generated for single login and should be made based on an algorithm. Every provision should be done offline on the system with all the patches and updates.
- ii. Wherever there is Internet, the school will help to download the software and a support team would guide telephonically and get the installation activated. In case

the installation and activation could not be completed telephonically, bidder needs to arrange the physical visit.

Training ON-SITE (for existing and new location)

- i. On-site training in a batch of 25 teachers would be provided on a convenient location (mutually identified by ERNET and/ or Respective State and/or bidder). Two teachers from each site location may be nominated for training. **The training duration for Subset-I shall be 2 days and for Subset-II shall be 2 days.** Duration of the training may be revised considering the time required by the users to understand the software application for its usage and considering any feedback received by user/State. The training content for usage of applications shall be pre-approved by ERNET.
- ii. Teacher would be trained for operational usage of the software application and basic troubleshooting.
- iii. Teacher should be made aware of functionalities of the software and about the help option in application to support users in usage / troubleshooting/help option in app/portal.
- iv. Teacher should be made aware of subscription related procedures and a helpdesk for remote support.
- v. Bidder shall provide a video based tutorial module for operational usage and FAQs

For Teaching by Teacher at School/ DIETs/Lead Schools/Mentor Locations (for Digital e-Learning Content) (SUBSET-1)

- i. The Teacher at School will click on the icon for the Content Management Application Software on the desktop to launch their application and login to the app & based on assigned class/subject, she/he will be shown the classes and subjects. She/He chooses the specific class and subject..
- ii. Teacher will go to specific class, and click the subject and topic to begin the chapter
- iii. The content would have option to pause and thereafter the teacher can mark notes using the smart board. Teacher can also flip back to whiteboard mode and can swap between content and whiteboard with ease.
- iv. The teacher can take up summary of previous class, revision, quizzes, test knowledge and understanding, even ask students to present the topic.
- v. Teacher can see its progress and reports from the e-content dashboard.
- vi. After the lecture teacher would instruct what the understanding gained by the student.
- vii. Next lecture the teacher should be able to resume.

For Teaching by Teacher at School/ DIETs/Lead Schools/Mentor Locations (for AR based Content) (SUBSET-2)

- i. The Teacher at School will click on the icon for the AR Content Management Application Software on the desktop to launch their application. Teacher logs in to the app with the provided user id and password. Teacher is able to view the assigned class and subject .
- ii. The teacher should be able to download fresh content and update the application on its own for online apps and via support mechanism in offline apps.
- iii. There would be a link for AR and on click it would use the HD web camera/as specified in specifications to look for image from text book to be scanned.

- iv. Whenever an image from the designated text book is placed in front the camera will scan the image and bring in the digital content. Teacher may still be able to take notes along with the content being played by AR application.
- v. There should be link on the main application for AR based interactive book on being clicked Teacher will go to specific class, and click the subject and topic to begin the chapter.
- vi. The interactive book which would be the exact copy of the text book. With placeholders for 2D Content & videos & **AR content** can be played.
- vii. The teacher should be able to mark, annotate, comment using the smart board.
- viii. The teacher could also have zoom option for the content of interactive book.
- ix. The content would have option to pause and thereafter the teacher can mark notes using the smart board. Teacher can also flip back to whiteboard mode and can swap between content and whiteboard with ease.
- x. The teacher can take up summary of pervious class, revision, quizzes, test knowledge and understanding, even ask students to present the topic.
- xi. Teacher can see its progress and reports from the AR content dashboard.
- xii. After the lecture teacher would be able to showcase a summary video to instruct what the understanding gained by the student.
- xiii. In the next lecture, upon login the teacher should be prompted to resume from the topic of chapter **upon completion of last class** or using scan feature , the teacher scans the image from text book's topic or click on the interactive book being taught to resume the new lecture.

Helpdesk Support for MobileApp Users (for both SUBSET I & II)

- 1) Teacher should be trained to install / troubleshoot issues related to the MobileApp installation on the student's mobile devices or other computing devices such as (Laptop/PC/tablet).
- 2) Any issues that are not resolved and are due to MobileApp should be logged on the separate Helpdesk portal(named as **MobileApp Helpdesk**) for redressal as per SLA subject to teacher making sure the device is available for troubleshooting where never required.
- 3) There should be self-help videos to install and troubleshoot the issues if any.
- 4) Training Manual should contain snapshots of how to install/troubleshoot the mobile app.

For Support

- i. The helpdesk team would raise a ticket (via Phone Call on toll free, Emails) as it lands on the dedicated helpdesk and would provide a case ID and try to provide initial support on phone/web.
- ii. If the complaint is regarding hardware issue the call would then be forwarded to the necessary support team from hardware, the bidder would work in close coordination with the other support teams and get the issue resolved. If the hardware issue is apart from that supplied by the bidder, the bidder may need to re-direct the issue to any other vendor, ERNET India or state helpdesk team as well.
- iii. For the calls diagnosed for subscription related issue there should be a provision to update the key on call after proper verification of the user.
- iv. If the team is unable to resolve the same on phone/web the engineer visit to be scheduled for onsite resolution of the issue. The bidder should have the necessary

- arrangement, owned or franchise logistic support capability, to ensure immediate support during implementation and operations period.
- v. A proper SLA need to be maintained for resolution of all the calls logged in the helpdesk.

For Direct Users MobileApp subscription/ Delivery.

- i. Self-registration by users to be done at the Mobile App Portal.
- ii. Self-help videos for installation and troubleshooting support.
- iii. Separate Helpdesk (named as **MobileApp Helpdesk**) to separately log issues related to direct users.

13. **DELIVERY AND INSTALLATION PERIOD (SCOPE OF WORK & SPECIFICATIONS)**

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

Delivery Schedule for sub-set I:

Milestone Description	Timelines for Milestone Subset-I	Milestone
Understanding the requirement, Development of Portal & Development, Customization of Applications (Excluding MobileApp) & Content for a required Board. Availability of above for acceptance testing.	5 weeks (From the date of Award of PO for Portal and installation at sites)	Implementation Complete
Delivery along with Installation, commissioning, integration, support and imparting training for first minimum lot of 100 sites or balance part thereof	2 weeks from the date of completion of acceptance testing of content and portal as per the Acceptance Testing clause.	First Hundred Installations Complete
Delivery along with Installation, commissioning, integration, support and imparting training for every next 100 until last 100 or balance part thereof	2 weeks from the date of last completed milestone.	Subsequent Installations Complete
Any change in syllabus (once the perpetuity is achieved) including development / customization of the content in the syllabus should be completed for first minimum lot of 50 pages or balance part thereof as a sprint and should be made available for acceptance testing as per the Acceptance Testing clause.	2 Weeks (From the date of Award of PO during perpetuity).	Syllabus change complete after perpetuity achieved
Any change in syllabus including development / customization of the content during warranty/Services in the syllabus should be completed for first minimum lot of 50 pages or balance part thereof as a sprint and should be made available for acceptance testing as per the Acceptance Testing clause.	2 Weeks (From the date of intimation by ERNET during warranty/Services). Any such request will be raised as a bug for tracking purposes	Syllabus Change complete during warranty / services
Any change/bug in portal / app / syllabus including development / customization of the content during warranty/Services in the syllabus should be completed for first minimum lot of 50 pages or balance part thereof as a sprint and should be made available for acceptance testing as per the Acceptance Testing clause.	As per SLA timelines	Closure of Bug

Delivery Schedule for sub-set II:

Mode of Delivery of AR Software(s):

- Vendor needs to deliver AR Software per subject basis.

- Vendor needs to ensure resources (such as Software Developers / Animation etc.) are sufficient enough to create **atleast ten subjects in parallel**. Final delivery including all reviews comments incorporation for these **ten** books will be called **an “AR Sprint”**.
- An “AR Sprint” should be ready for delivery as per the timelines defined in the table for the respective milestone.

Milestone Description	Timelines for Milestone Subset-II	Milestone
Understanding the requirement, Development of Portal & Development/Customization of Application(Excluding MobileApp) & Development of content as “10 Subjects Sprint” (or balance part thereof) for a required Board. Availability of above for Acceptance testing by ERNET India	5 Weeks (From the date of Award of PO for portal & installation at sites)	Implementation Complete
Delivery along with Installation, commissioning, integration, support and imparting training for first minimum lot of 100 sites or balance part thereof	2 weeks from the date of completion of acceptance testing of content and portal by ERNET India/end user	First Hundred Installations Complete
Delivery along with Installation, commissioning, integration, support and imparting training for every next 100 until last 100 or balance part thereof	2 weeks from the date of last completed milestone	Subsequent Installations Complete
Additional change in syllabus(once the perpetuity is achieved) including development /customization of the content in the syllabus should be completed for first minimum lot of 50 or balance part thereof page sprint and should be made available for acceptance testing by ERNET India	2 Weeks (From the date of Award of PO)	Syllabus change complete after perpetuity achieved
Any change in syllabus including development / customization of the content during warranty/Services in the syllabus should be completed for first minimum lot of 50 pages or balance part thereof as a sprint and should be made available for acceptance testing as per the Acceptance Testing clause.	2 Weeks (From the date of intimation by ERNET during warranty/Services). Any such request will be raised as a bug for tracking purposes	Syllabus Change complete during warranty / services
Any change/bug in portal / app / syllabus including development / customization of the content during warranty/Services in the syllabus should be completed for first minimum lot of 50 pages or balance part thereof as a sprint and should be made available for acceptance testing as per the Acceptance Testing clause.	As per SLA timelines	Closure of Bug

It must be noted that for both subsets,

- The delivery along with Installation, commissioning, integration support and training will start after completion of acceptance testing mechanism for respective subjects.
- Upto, First 100 sites of the total ordered quantity should be delivered along with Installation, commissioning, integration support and imparting training to the remote site officials within 2 weeks from the date of completion of acceptance testing mechanism of respective subjects.
- Subsequently next 100 or balance part thereof from the ordered quantity in next 2 weeks from the date of delivery of first 100 sites. Simultaneously the same happens till all the sites are delivered.

Note: Within 2 weeks of the issue of PO from ERNET India & before delivery of software solution the bidder will be responsible to do site visit(s) in few (atleast 20% of the ordered sites) of the identified sample project locations decided by ERNET India to chalk-out/formulate the implementation plan that take cares of all possible/likely challenges/issues arising at sites. The bidder must submit its **(post visit)** Detailed Implementation Plan (DIP) along with site survey report as an , installation prerequisites .

Delivery schedule due to change in syllabus during warranty/services or perpetuity (applicable for Subset-I & Subset –II):

- Bidder needs to deliver changes in syllabus content in the software. These changes shall be based on per page.
- Bidder needs to ensure resources (such as Software Developers / Animation etc.) are sufficient enough to create **atleast 50 pages in parallel**. Final delivery including all reviews comments incorporation for these **50 pages** will be called “**A Syllabus change Sprint**”.
- “**A Syllabus Change Sprint**” shall be ready for delivery as per the timelines defined in the table for the respective milestone..
- Acceptance of the Syllabus change content **shall follow the criteria as per the clause for acceptance testing of content**.

Note: In case of any specialized delivery/installation requirements received from ERNET’s customer(s), ERNET reserves the right to reduce the delivery & installation period by a reasonable period subject to the condition that the vendor already has the software ready.

Note: The delivery timelines don’t include the time taken for acceptance testing mechanism for Content and portal by End User/State/ ERNET India.

**ii) For Mobile App
For bundled users & Direct Users**

Milestone Description for Subset-I and Subset-II	Timelines for Milestone	Milestone
Understanding the requirement, Development of MobileApp with development/ customization of Content for a required Board. Along with building of customization on to the portal for seamless connectivity Availability of above for acceptance testing.	5 weeks (From the date of Award of PO for MobileApp Subset-I)	MobileApp Implementation Complete for Subset-I
	5 weeks (From the date of Award of PO for MobileApp Subset-II)	MobileApp Implementation Complete for Subset-II

Activation procedure of MobileApp

- Activation of MobileApp will require one time **registration and acceptance of terms of usage** on the mobile device . The activation would additionally be after an advance monthly rental/ half yearly / yearly payment.
- Bidder needs to add to acceptance of terms of usage that MobileApp end user shall use the licence for his consumption only and not for further commercial purpose.
- If the direct user does not complete the registration/ installation and thereafter submit the acceptance of terms then the Bidder need to guide the end user over phone and provide support for the activation of MobileApp.
- The end user may be eligible for refund only in case of dispute and /or erroneous/duplicate payment and there must be the capability in the system where thru the payment gateway the bidder can issue

refunds with the approval of ERNET India. The intimation status for initiation, processing & approval of such refund shall be made available to the End user thru SMS Gateway.

Post the activation of mobile apps, an activation report per user per class or per subject will be made available on daily basis to ERNET India. This should also be visible in portal for easy viewing of daily/monthly/quarterly view of activations of MobileApp(s).

14. ACCEPTANCE TESTING PROCESS

i) Steps to be followed for Acceptance Testing mechanism of Content / modified content–

- a. The acceptance testing of the content (newly created/modified due to syllabus change request) shall start after **bidder submits the content along with two separate authorizations from author(s) and reviewer(s) for the content being complete as per scope and is ready to be accepted.**
- b. Content will be first verified & checked by ERNET India & their feedback, if any, should be incorporated.
- c. Thereafter, complete content / any part/topic/chapter from the newly created content are tested in live classroom sessions at mutually identified location/school by ERNET and/ or Respective State and/or bidder. Feedback of teachers and students should be taken & must be incorporated.
- d. **In special cases, where state education department may define their own acceptance criteria, bidder will be required to adhere to same.**
- e. After the successful incorporation of comments received from ERNET India & State/School the revised content will be resubmitted to ERNET India/State.
- f. After receiving **the confirmation from ERNET India content** will be termed as accepted, the bidder would be allowed to publish/deliver the content in the Application software at sites/portal.
- g. During acceptance testing, if the newly created content/modified content is found to be incomplete, payment will subject to deduction as per LD clause and / or Penalty Clause

ii) Steps to be followed for Acceptance Testing mechanism of Portal –

- a. To begin the portal's acceptance bidder needs to submit an authorization confirming the **completion of work as per scope & specifications.**
- b. Thereafter, the acceptance testing of the portal shall start after bidder installs the developed portal on a server at a **central location prescribed by ERNET India.**
- c. After Installation the bidder has to **internetwork the portal with the ordered sites** in the first PO subject to a minimum lot of 50 sites or if ordered quantity if less than 50 the balance part thereof.
- d. Thereafter, bidder needs to demonstrate portal's functionality along with its integration with commissioned sites as defined above & submit the acceptance functionality test report.
- e. For acceptance of MobileApp Portal related features, the bidder needs to perform the testing with 50 actual / dummy users. This should include the acceptance testing as defined in **“Acceptance testing mechanism of MobileApp & MobileApp Portal” & “Acceptance Testing mechanism of MobileApp & MobileApp Portal – (Direct Users)”**
- f. The bidder needs to provide detailed user manual, FAQ's document for Troubleshooting, vulnerability and penetration testing audit reports.
- g. The Portal will be verified & checked by ERNET India & their feedback, if any, should be incorporated.
- h. **In special cases, where state education department may define their specific requirements, bidder will be required to adhere to same.**

- i. After the successful incorporation of comments received from ERNET India & State the portal will be resubmitted for acceptance to ERNET India/State.
- j. After receiving the confirmation Portal will be termed as accepted.
- k. During acceptance testing, if the Portal's functionality is found to be incomplete, payment will be subject to deduction as per LD clause and / or Penalty Clause.

iii) **Steps to be followed for Acceptance Testing mechanism of a site –**

- a. The software /items supplied for acceptance testing should be commissioned/installed as per ordered specifications and scope of work.
- b. No item with different technical specifications shall be taken up for conduct of acceptance testing under any circumstances.
- c. The acceptance tests will include the functional & integration tests of the items quoted & supplied by the bidder. Overall acceptance of a site will involve conduction of satisfactory training as well.
- d. The methodology of acceptance testing includes filling and submission of a completed Technical Acceptance test report (TATR) and Installation Verification Checklist(IVC). It may be filled by physically visiting the site or through installed video conferencing set-up/remote desktop as decided by ERNET team.
- e. No acceptance testing will be undertaken by ERNET India unless the TATR& IVC, is provided to ERNET for a site.
- f. The schedule for acceptance testing at a site shall be provided in advance to ERNET India.
- g. Acceptance form including TATR & IVC agreed in consultation with ERNET needs to be signed and stamped in triplicate by the nodal officer/head of user organization/institute. Bidder needs to submit one copy along with the Bill, a copy of Acceptance form needs to be maintained with the user and another copy should be maintained by the bidder.
- h. Training completion form and duly signed attendance sheet by the participants attending the training needs to be submitted along with copy of the bill.

iv) **Steps to be followed for Acceptance Testing mechanism of MobileApp & MobileApp Portal (Bundled users) –**

- a. To begin the MobileApp acceptance bidder needs to submit an authorization confirming the completion of work as per scope & specifications.
- b. Thereafter, the acceptance testing of the MobileApp shall start after bidder installs the test app with integration with the developed portal at a central location.
- c. After Installation the bidder has to show that all the ordered sites in the first PO subject to a minimum lot of 50 sites or if ordered quantity is less than 50 the balance part thereof are being managed by the MobileApp Portal and interconnect with the MobileApp.
- d. The MobileApps should be able to work seamlessly live in online modes, should be able to download / sync up / work simultaneously. The offline features should work as specified.
- e. Thereafter bidder needs to demonstrate MobileApp functionality along with its integration with commissioned sites as defined above & submit the acceptance functionality test report.
- f. The bidder needs to provide detailed user manual, FAQ's document for Troubleshooting, vulnerability and penetration testing audit reports.
- g. The MobileApp will be verified & checked by ERNET India & their feedback, if any, should be incorporated.
- h. **In special cases, where state education department may define their specific requirements, bidder will be required to adhere to same.**
- i. After the successful incorporation of comments received from ERNET India & State the MobileApp will be resubmitted for acceptance to ERNET India/State.

- j. After receiving the confirmation MobileApp will be termed as accepted.
- k. During acceptance testing, if the MobileApp functionality is found to be incomplete, payment will subject to deduction as per LD clause and / or Penalty Clause.

Note: Features w.r.t Infra support Portal of MobileApps: The 50 MobileApps should be able to work seamlessly live in online modes, should be able to download / sync up / work simultaneously. This is to note that , the infrastructure accepted during testing is very minimalistic in comparison to the scale at which the project is envisaged. Bidder needs to ensure the scalability in Infra to serve the needs of growth in number of MobileApps.

v) **Steps to be followed for Acceptance Testing mechanism of MobileApp & MobileApp Portal– (Direct Users)**

- a. Individual user needs to register on the portal and need to pay upfront for the subscription.
- b. User would receive a login credential and after login need to change password & accept the End user agreement containing (Acceptance to Terms of usage, acceptance of Charges, Acceptance to giving permission to view the app usage data thru the portal for analytics of data usage, and other relevant permissions for working of the application). Also end user would acceptance of terms of usage that MobileApp user shall use the licence for his consumption only and not for further commercial purpose.
- c. End user agreement need to capture validation details such that the device activated is the same.
- d. After acceptance the same would be considered accepted.

Based on steps defined in “**ACCEPTANCE TESTING PROCESS**” **clause above**, a more detailed acceptance testing plan shall be mutually devised between bidder and ERNET India.

15. **GENERAL CONDITIONS**

- i) **Separate Sealed bids for each subset** 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 duly super scribing subset name i.e. for which it is applicable for. This is to note that bidder may apply for both or either of the subsets in conformity with the eligibility norms as stipulated in the tender document. This is to note that, in case the bidder applies for both subsets ‘he may qualify for one subset and may get disqualified for another’ or ‘he may qualify for both subset’ or ‘he may get disqualified for both subsets” as per the terms and condition of the tender.
 - a. First cover shall indicate “**COVER FOR TECHNICAL BID , SUBSET ...**” should consist of **only** Bidder’s profile, Compliance sheets, supporting documents, undertaking and all other requisite documents, as specified in this document such as proof in support of eligibility criteria, technical solution, specification, design, configurations of the system/items offered, un-priced bill of material with details, literature, pamphlets, drawings , samples of course asked in DVD/USB , Integrity Pact (IP) as given at Annexure-VII etc. against the subset applied for. This cover should contain above requisite technical specifications to ascertain bidder’s eligibility criteria & also for technical evaluation. Price column in this cover should be kept blank.
 - b. Second cover shall indicate “**COVER FOR PRICE BID, SUBSET ...**” further should consist of two separate covers. One cover (**within price bid**) should super scribe **Cover for “GTV Value”** & second cover should super scribe **Cover for “Detailed item wise price break-up” for quoted subset strictly as per the format available at respective subset Annexure IIIA or Annexure IIIB (as applicable).**

- c. Both the covers (Technical bid and Commercial bid) should first be sealed separately, and then should be kept in a single sealed bigger envelope.
- ii) The said **single sealed bigger envelope** should be addressed to the officer signing this enquiry and same should be submitted before due date and time. All the covers should be clearly marked separately.
- iii) Single sealed bigger envelope must be superscribed with either the name of the subset for which bidder is bidding. **Even if a bidder is bidding for both the subsets then also two different big envelopes be submitted separately considering both subsets as separate bids.**
 - a. **Subset-I: Bid for Development, Supply, Installation, Commissioning, Integration, Maintenance & Customization of Digital E-learning Content along with their related software(s) from pre-primary to class 12th for various education boards.**
 - b. **Subset- II: Bid for Development, Supply, Installation, Commissioning, Integration, Maintenance & Customization of Augmented Reality (AR) content along with related software(s) from pre-primary to class 12th for various education boards.**

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- iii) 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 will lead to rejection of bid(s).
- iv) Bids should be valid for a minimum period of 180 days from the due date or any extended date of bid submission. In exceptional circumstances, the ERNET India may request the Bidder(s) for an extension of the period of validity of the bid. The request and the responses thereto shall be made in writing and transmitted through speed post/registered post/courier/fax.
- v) Bids should be submitted on or before the due date & time. 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 without any additional charge. Any type of delivery/ installation/ commissioning charges 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 Proforma provided in Annexure IIIA or Annexure IIIB (as applicable). Bids not quoted in the specified format shall be out rightly rejected. Also, ERNET India reserves the right to correct any of the arithmetical and/or Tax errors in the bidder(s)’s price bids. In case of any discrepancy between rates mentioned in figures and words, the later shall prevail. **Unit price quoted for MobileApp** subscription should be all inclusive of all the levy’s /charges for SMS gateway used or for handling payment gateway and for doing any transaction thru the payment gateway through any mode of Debit card/ net banking/ UPI or any other mode decided mutually with ERNET India.
- 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 IIIA or Annexure IIIB. 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 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 bidder 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 VI, must duly sign and submit along with the response.

- viii) It may specifically be mentioned whether the Bid is strictly as per tender specifications/conditions. If not, deviations must be spelt out specifically. **In the absence of this, the quotation may be rejected.** Deviation on lower side of specifications will not be considered. **No deviations in terms & conditions** of the tender document will be accepted in any case subject to ERNET India's right to acceptance or rejection under relevant clause.
- ix) ERNET India reserves the right to accept or reject any bid or cancel the tender proceedings at any stage without assigning any reason whatsoever.
- x) The bidder should quote the products strictly as per the scope/ specifications defined in this document. Bidder shall not quote the product for which it does not have the IPR rights/all rights for modifications of the quoted/supplied items.
- xi) **Bidder shall carefully read and sign all pages of the bid document including all enclosures to be submitted with the bid. This shall ensure that bidder has carefully read all terms and conditions and has agreed to the tender terms and conditions.**
- xii) The bidder must quote for all the items of each subset as mentioned in the Annexure-IA (for Subset I) and/ or Annexure-IB (for Subset II) as the case may be. The bids not quoting all the items of Annexure-IA (for Subset I) and/ or Annexure-IB (for Subset II) will be liable for rejection.
- xiii) Bidder must quote prices for providing mandatory subjects as specified in the **clause 12.14.1** "Syllabus in the Content Management Application Software" for the classwise mandatory subjects. The total subjects per class mentioned in this clause shall be treated as a minimum number of subjects to be provided for that class for a board. It should be noted that in reference to ordered specifications (referred in Annexure-IA, I-B, II-A, II-B) where "Per class" or "All classes", if any subject addition or removal is requested by State/ERNET India, the proportional per subject amount would be calculated and accordingly the purchase order would be placed based on number of subjects requested. This proportional subject cost addition/subtraction will be applicable if the total number of subjects are more or less than the number mentioned in the mandatory subjects are being ordered.

- xiv) ERNET India reserves the right not to order the line items in any set of combinations depending upon the requirement of client organization. Also, ERNET India reserves the right to place short / part orders in any fraction based on project requirements.
- xv) The bidder may quote for either of the subsets or both the subsets and if bidder quotes for both the subsets the bidder should quote in separate envelopes as defined in the clause for General Conditions
- xvi) ERNET India 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.
- xvii) Any attempt of canvassing/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.
- xviii) ERNET India will have the right to reject the software solution/content/ supplied if it does not comply with the scope/specifications of this document at any point of installation and ERNET will not be liable for any payment for such activity/supply. Random compliance checks may be performed by ERNET India to ensure this even after acceptance of sites.
- xix) The bidder will have to arrange for all the testing equipment and tools required for installation, testing, maintenance etc. at no extra cost.
- xx) Bidder shall remain fully responsible and liable for complete scope of work despite partial / whole sublet of scope of work to any other agency by bidder for completion of project work
- xxi) If any product which is declared end-of-life product after issuance of PO but before the delivery, in this case the bidder should supply an appropriate product with same or next higher model/version of the product's technical specifications complying with relevant clauses defined in this tender.
- xxii) In case of MobileApp subscription ERNET India has the exclusive right to fix the charges of the enduser and same may be displayable and displayed on the MobileApp portal tariff. The bidder may have no say in the rate being quoted by ERNET India.

16. **INSPECTION**

- i. At any stage of project implementation, especially during installations stage, 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. Similarly during the ongoing operations period - ERNET India on its discretion may travel to a few sample sites on random basis to inspect or test the supplied solutions (including but not limited to software) installed sites. Upon inspection if they fail to conform to the scope/specifications as per the tender document ERNET India may reject them and bidder shall correct the installation in conformity with the scope/specification free of cost to ERNET India.

Such issues on random inspection after acceptance may be raised as bugs for tracking and SLA purposes. Any delay due to above will be attributable to the bidder and shall attract relevant penalty clauses of the tender.

17. **BID SECURING DECLARATION**

- (i) A **Subset I and/ or Subset II** bid(s) must be accompanied by **Annexure IX 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 IX and no correspondence on the same shall be entertained.

18. **SECURITY DEPOSITS**

A. Performance Security Deposit (PSD)

- i) Bidder shall submit a security deposit called as performance security deposit (PSD) of 10% of the cost of each purchase order issued by ERNET India. This must be submitted within 15 days from the date of issuance of purchase order.
 - a. The PSD may be in form of Demand Draft/Pay Order/Bank Guarantee of any nationalized/scheduled commercial bank.
 - b. The PSD 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 development/customization, supply, installation, commissioning, delivery, integration & warranty/AMC 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 PSD so submitted by the bidder is liable to be forfeited.
 - d. PSD shall be released immediately after 3 months after the completion of the warranty/AMC or any extended warranty/AMC period whichever be the case.
 - e. If the empanelled bidder fails to submit the PSD within fifteen days from the date of issuance of PO, any delay in submission of PSD may attract LD Clause & may also lead to forfeiture of RCSD by ERNET India.
- ii) In case of any extension in the period of implementation/delivery/installation or any other service liability period, Bidder have to extend the validity of PSD for such period plus 3 months on its own. In case of non-extension (3 months prior to expiry), ERNET India reserves the right to invoke the PSD without any notice to the vendor.

B. Rate Contract Security Deposit (RCSD)

- i. At the time of signing of rate contract, the successful bidder(s) shall be required to submit a Security Deposit of Rs.7 Lakhs (Rupees Seven Lakhs Only) for each Subset **towards adherence of rate contract** in the form of Demand Draft/Pay Order/Bank Guarantee of any Nationalized/Scheduled commercial Bank taken in the name of ERNET India, New Delhi. This is termed as 'Rate Contract Security Deposit' (RCSD). The submitted RCSD should be

valid for a minimum period of the duration of rate contract from the date of signing of contract and may be invoked in the case of non-adherence of any of the terms of tender/contract. **In case of delay in submission of RCSD by more than Ten days of intimation of successful bidder for signing of rate contract for empanelment**, action shall be taken against such bidder as per Annexure IX.

- ii. The RCSD will be returned after the 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 new 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.
- Non submission of performance security as per schedule may lead to cancellation of work order. Also any payment due on ERNET w.r.t work done by the bidder till such date may be forfeited.

#	Security Deposits to be submitted for Subset-I and Subset-II	Submission Timeline	Return of the Submitted Security Deposits
1	Rate Contract Security Deposit (RCSD)	At the time of signing of rate Contract with the successful bidder (i.e. within 10 days of intimation to the successful bidder).	Till the validity of the Rate Contract including any mutually extended RC period *
2	Performance Security Deposit (PSD)	Within 15 days of issuance of PO	Till Successful completion of Service liability period plus 3 months *.

- Note *: Subject to bidders complying with the terms of the tender.

C. For Security deposits submitted in the format of Bank Guarantee(BG).

- (i) No interest will be payable by ERNET India on Security Deposit(s) submitted in the form of BG / etc. whenever they are returned. This 'No Interest' clause is applicable for any of the security deposits s applicable in this tender.
- (ii) In view of guidelines issued from ministry of finance, **it is mandatory that all the Bank Guarantees submitted 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
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- (iii) Bidders have to ensure submission of all BGs as per the latest RBI guidelines. Any default in this may lead to disqualification / cancellation of empanelment.

19. PAYMENT TERMS

GENERAL

- i) All the eligible payment would be calculated from the date of acceptance and as per terms & conditions of the Tender/PO after deduction of all applicable LD and/or SLA penalties etc.
- ii) Date of acceptance for the **sites completed and accepted on or before 15th** of any month should be **taken as 15th** and the date of acceptance for the sites completed and accepted between 16th day of the month & till the last day of the same month **should be taken as first date of the immediately succeeding month**. For example, the date of acceptance for the sites accepted between 1st May to 15th May (both days inclusive) should be 15th May, and date of acceptance for the sites accepted between 16th May to 31st May (both days inclusive) should be 1st June. This is done to enable a single cycle of payment from the coming month(s).
- iii) In case of any discrepancy between rates mentioned in figures and words, the amount in words shall prevail.
- iv) ERNET India shall release the payments on receipt of pre-receipted bill/duly certified in duplicate as per the following schedule:

For Sub-Set- I & II

a) One-Time Payments:

i. Portal Development, Installation and Integration Charges (PDIIC)

- PDIIC will be one-time charge, paid for portal development, installation at central location and its integration with commissioned sites as per the 'Delivery Schedule' defined for a subset.
- Payment for 80% of total of PDIIC will be made after the successful Installation of Portal at the central premises and its acceptance testing as per clause defined for acceptance of portal. This payment may be made on the eligible amount after deducting penalties, if any as per LD Clause.
- Remaining 20% would be released in 8 equal parts on quarterly basis in the next 24 months, from the date of acceptance of portal upon successful & smooth operations. This payment will be made after deducting the penalties as per SLA Clause, if any.

ii. Installation Charges Per Site (ICPS)

- ICPS for a site will be one-time charge, paid for installation and commissioning of a site. Payment shall be made as per 'Delivery Schedule' defined for a subset after its acceptance testing as per clause defined for acceptance of a site.
- 80% of ICPS will be made for a PO for its minimum lot of 100 sites or balance part thereof from the eligible payments after deducting the penalties, if any as per LD Clause.

- Remaining 20% would be released in equal parts on quarterly basis in next 4 quarters starting from the date of acceptance of portal upon successful & smooth operations. This payment will be made after deducting the penalties as per SLA Clause, if any.
- The first payment w.r.t ICPS i.e. the installation & acceptance of first minimum lot of 100 sites or balance part there of as per the first ordered sites will be made after the successful integration with portal as mentioned in PDIIC.

Note: Installation charges will not be applicable for MobileApp Installation

b) Payment for Monthly Rental Charges :

Content rental monthly charges(CRMC)

- The CRMC will be processed on quarterly basis and would be paid as 100% of the eligible monthly payment against all the eligible sites after deducting any penalties as per SLA clause.
- The CRMC per site will be paid post monthly usage of content subscription.
- The CRMC will be calculated from the date of acceptance or based on previous CRMC payment made for a site.

For example, CRMC payment for sites eligible for payment

- The CRMC will be calculated from the date of acceptance or based on previous CRMC payment made for a site.
- 1st month 100 sites with date of acceptance as 1st day of the Month will be billed for complete month and 50 sites with date of acceptance 15th will be billed for half of the month. The total billed sites for that month would be 125 i.e $(100 + \frac{1}{2}(50))$
- From 2nd month complete 150 sites would be billed for complete month adding any additional sites if accepted depending on date of acceptance in the month. Suppose 50 new sites in 2nd month with date of acceptance as 1st and 100 new sites as date of acceptance as 15th billed sites would be 250 i.e. $150 (1^{st} \text{ month}) + (50 + \frac{1}{2}(100))$
- Similarly, for 3rd month, let's consider no new acceptance then the bill would be raised for complete 300 sites i.e $150 + 150$ for the third month
- The eligible payment would be calculated on combining all 3 months i.e $(125+250+300) \times (\text{applicable CRMC per subscription as, calculated as per Clause "Usage of Slab Range while giving orders"})$ after deducting penalties (if any) as per SLA & a consolidated bill payment would be made on quarterly basis

c) Payment for Outright Purchases Per Site:

Outright purchase charges Per Site (OPCS)

- The OPCS will be a one-time charge per site for the application including but not limited to delivery, installation, integration for the ordered location.
- Payment for 80% of total of OPCS eligible payment will be made after deducting any penalties as per LD Clause. This shall be made as per the 'Delivery Schedule' defined

for a subset after successful acceptance of minimum lot of 100 sites or balance part thereof.

- Remaining 20% would be released in 8 equal parts on quarterly basis in the next 24 months from the date of acceptance of site & upon successful & smooth operations. This payment may be made after deducting any penalties as per SLA Clause.

d) Payment for Annual maintenance charges(AMC):

- The AMC will be per site per year charge for the comprehensive onsite maintenance of content, and use of application during perpetuity.
- Payment for AMC per site per year would be released equally on quarterly basis, in next one year from the date of award of AMC & upon successful & smooth operations. This payment may be made after deducting any penalties as per SLA Clause.

Note: In case of Outright Purchase bidder would be eligible for AMC only after providing 2 years of warranty support starting from date of acceptance.

e) Payment for Per Page Syllabus change customization charges (SCCC):

- The SCCC will be one-time charges paid per page of content change. After the date of successful acceptance and integration of changed content with portal, the SCCC shall be made as per the 'Delivery Schedule' defined for a subset for a minimum lot of 50 pages (content change) or balance part thereof.
- The 80% of the eligible payment for SCCC will be released after deducting penalties, if any as per LD clause.
- Remaining 20% would be released in 2 equal parts on quarterly basis in the next 6 months from the date of acceptance, successful and smooth operation after deducting penalties (if any) as per SLA clause.

Note 1: The bidder will **only be eligible for SCCC after the sites achieve perpetuity** and doesn't have any AMC/Warranty(in case of Outright Purchase) Support. Before achieving perpetuity period, any syllabus changes (foreseen by bidder) or requested by ERNET India/State/end user must be incorporated without any additional charges.

Note 2: Syllabus change charges would not be applicable for MobileApp same content should be available as the standalone app

f) MobileApp Subscription Charges (MASC) Per User- Applicable for Bundled & direct users

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- The **MASC** will be processed on quarterly basis and shall be paid post monthly usage of content subscription.
- The **MASC** will be calculated from the date of registration or based on previous **MASC** payment made for a site.
- The very first quarterly **MASC** payment will be made for two months usage; one month of payment will be withheld and will be paid in next quarter. The payment in subsequent quarters will include current quarter's two month's payment & the withheld payment of a month's payment from previous quarter, thereby leaving

only one month's payment as pending payment from each quarter. This one month payment will be kept for any issues arising due to refund etc.

- For example, all the MobileApp new subscriptions between 1st Jan till 28th /29th Feb will be considered for payment during the 1st Quarter i.e in April.
 - i. Further lets take example that 200 subscriptions were added in January and 300 more got added in Feb and 150 in March . The payment will be made for 500 (i.e 200+300) subscriptions in April's payment processing. The payment for remaining 150 subscriptions of March shall be payable alongwith the payments of next quarter.
 - ii. Similarly subscriptions/renewal in March, April and May will be eligible for payment in quarter payment in July. The payment for subscriptions/renewals of June month shall be payable alongwith the payments of next quarter.
 - iii. Similarly subscriptions/renewal in June, July and August will be eligible for payment in quarter payment in October. The payment for subscriptions/renewals of September month shall be payable alongwith the payments of next quarter.
 - iv. And so on.

Note: In case of Bundled users(BU) if the requirement from school/state is different than defined bundle then ERNET India may place order in parts to meet the near approximate requirement of users for example a state has a requirement of 175 the bidder shall be placed order for 25 bundled user + 50 Bundled user + 100 Bundled user.

Note: Eligible Monthly payment for the mobile app would be based on active no of mobileApp subscription during the month, the number of subscription number is to be revised based on actual addition and deletion of direct/bundled users.

- v) Additional Resident Engineer may be required to be deputed at a site on the request of ERNET India/State. The payment for additional resident engineer will be made only after deputation at a site, billable from the date of deputation, on a quarterly basis. This payment would be processed along with any (CRMC/OPCS/AMC) payments being processed by ERNET India during that quarter after deducting due penalties (if any) as per SLA.
- vi) The payments will be made as per actual installed quantities after acceptance testing by ERNET India designated official's/End user as per a defined process mentioned at Clause for "Acceptance Testing Process" .
- vii) The due payments to be released to the bidder(s) will further be subject to the receipt of the funds from ERNET India customer institutes/organizations/departments, etc. In case funds from ERNET India customer institutes/organizations/departments, etc. is received in parts then release of payments will be prioritized on the basis of date of delivery/installation of the software /items & ERNET India's decision in this regard will be final.
- viii) **Usage of Slab Range while giving orders:** In BoM there is a Slab range of charges requested for per site individual line item, respective bidders need to be aware that the charges applicable would be in continuum i.e. the slab for which the charges would be applicable would start with the first order and irrespective of the no of site ordered in the next PO whether it is per class or

per subject or all classes for same or different board or states the total ordered sites would be added in the next order to derive the slab rate and the accordingly applicable slab rate would be charged. It is to note that, in case of outright purchase, separate slab to be maintained and the slab range charges would be applicable in continuum for each outright purchased order as above, Similarly same criteria for deriving the slab range would be applicable for MobileApp. **For example:** first order is of 200 sites the charges for the slab applicable would be corresponding to **“total sites ranging from 1-250”** & if the second order is of 100 sites total sites in continuum would now be 350, the applicable slab range for charges applicable will be from **“total sites ranging from 251-500”**. Similarly, the total sites for determining applicable slab range would be added in continuation as and when a new order is placed.

Note: All the above payments will be released subject to the condition that successful bidder(s) has submitted the Performance Security.

20. PERPETUITY OF CONTENT & APPLICATION

- i. Perpetuity in this document means the usage of content by the user without making any payments for rest of life.
- ii. In case of rental purchase, the subset-I content at a site will be made perpetual to end user after the end of 3 years of continuous rental subscription for its usage.
- iii. In case of rental purchase, the subset-II content at a site will be made perpetual to end user after the end of 5 years of continuous rental subscription for its usage.
- iv. In case of outright purchase, Ownership of content at site will be made perpetual to end user from day one and will include additional warranty support for two years from the date of acceptance.
 - o Further, in case of outright purchase after 1st/2nd year (in subset-I) or 1st/2nd/3rd/4th year (in Subset-II), the content at a site will be made perpetual to end user from date of acceptance of outright purchase and should include additional warranty support for two years from the date of acceptance.
- v. Ownership of license after perpetuity to be formally transferred to End User/ERNET.
- vi. Bidder shall provide support for a period of atleast 5 years from the date of perpetuity for the supplied products or software(s) availed either as an AMC Service or Per page syllabus change Customization service. The support shall include the changes/patches/upgrades/updates/content modifications etc. As per the need of End user/ ERNET India , after perpetuity user can opt for either AMC services or a Per page syllabus change customization service and bidder need to accept the same as per the rates quoted in this tender.
- vii. For Subset -I & Subset -II in case the user does not opt for AMC services or a Per page syllabus change customization service after perpetuity the software content and its application should still continue to run as it is, without requiring any support like changes /updates/ patches/ upgrades/content modifications.
- viii. For Subset-I & Subset II in case the user opts for AMC after perpetuity, Bidder shall provide support as per need and the rates agreed to include the changes/patches/upgrades/updates/content modifications etc. for the supplied software & its components
- ix. For Subset -I & Subset -II in case the user does not opt for AMC after perpetuity, the user has an option to avail per page syllabus change customization service as per need and rates agreed to get updates in content.
- x. AMC service and per page syllabus change customization service are only applicable for sites achieving perpetuity.

- xi. The rates derived from this tender may be used ERNET India or directly by the end user to get AMC/ per page syllabus change from the bidder at end user's cost.
- xii. Before achieving perpetuity, if under any circumstances the State is not able to continue with the subscription and at a later on date but within 3 years of discontinuation, it decides to continue with the subscription, bidder shall agree to allow the state to continue the same with same privileges /discounts. The services would continue from wherever left till the time it achieves perpetuity.

21. WARRANTY/AMC CONTRACT

- i) For subset-I & subset -II in case of rental, the sites shall be under onsite comprehensive warranty support from the date of acceptance of the site till the rental operations. The software(s) supplied or any hardware installed would be considered under **comprehensive onsite warranty** support during the complete tenure of rental period.
- ii) For Subset-I & Subset-II warranty in case of outright purchase, Sites under outright purchase shall be considered under 2 years of **comprehensive onsite warranty** support from the date of acceptance.
- iii) For Subset-I & Subset-II, Portal shall be under warranty with **comprehensive onsite warranty** support till 5 years from the date of acceptance of Portal. Beyond a period of 5 years the portal shall continue to be under warranty if any of the site installed by the bidder is under operations by way of outright purchase/ rental .
- iv) MobileApp supplied shall be under **comprehensive warranty** support from the start, till the end of subscription. Bidder needs to ensure **regular & required** software / content updates, patches, security fixes due to changes in OS or otherwise, helpdesk support during this comprehensive warranty.
- v) For subset-I & Subset -II bidder upon syllabus change request shall perform change in content without any extra charges under warranty or AMC.
- vi) After perpetuity the bidder needs to ensure that the supplied product(s) should not reach end of support for atleast 5 years from date of perpetuity.
- vii) For Subset-I & Subset-II, The **sites covered under AMC** shall be under **comprehensive onsite maintenance support** for the complete duration of AMC period, the portal would be considered under maintenance and any changes in application /content/portal would be the scope of the AMC support.
- viii) The AMC order can be directly provided to the bidder by State/ End user/ ERNET India after perpetuity as per the rates derived thru this tender.
- ix) **Onsite comprehensive Warranty Service and AMC(onsite maintenance support) Service** shall include free maintenance of supplied hardware / software (for portal, content, application etc.) , but not limited to **regular & required** software / content updates, patches, security fixes due to changes in OS or otherwise, helpdesk support during these respective service periods. The defects, if any shall be attended to on immediate basis. Any issue reported should be logged and resolved as per the SLA terms.
- x) Bidder shall depute one resident engineer at central site or any ERNET designated location for management of the portal for the entire duration of **Onsite comprehensive Warranty Service and AMC(onsite maintenance support) Service** without any additional cost.

22. SERVICE LEVEL AGREEMENT (SLA)

- i) After commissioning & acceptance, during warranty/ AMC, the vendor(s) shall be responsible for Maximum uptime for portal & at sites. The successful bidder shall enter into a SLA for this purpose. **Any downtime in a month, beyond a period of 24 hrs for portal or 48 hrs for individual site or MobileApp will attract penalty as per relevant clause stipulated in this document.** This will be termed as **permissible downtime**.
- ii) The Critical ('Cr') errors / bugs in functionality, performance, content/app/portal/overall solution will be treated as downtime. Though the successful bidder needs to provide a timeline to resolve **each of Minor ('Mn')** severity of bugs within 48hrs of its reporting. Such a timeline should be mutually agreed with ERNET India team. Any **delay beyond planned schedule** to provide resolution for 'Mn' category of bugs/errors will also be **treated as downtime**.
- iii) **All the errors/bugs which lead to non-functional content management Software application, Portal, MobileApp, data loss, non availability of any of the service to the masses are to be marked Critical 'Cr' And effect the major portion of the client / server side. Minor 'Mn' are those errors bugs which are limited to small portion, such as but not limited to content change, content quality, a limited portion like a link of MobileApp or Content management application software or Portal not working or a request of state for content change or a specific report not in the portal or a few report causing bugs while downloading while the major portion of the software continue to work and there is no data loss.**
- iv) The bidder may be **liable for a deduction of penalty charges** from any due payments if the services are down beyond the maximum permissible downtime (as defined in 22.(i)).
- v) The penalty charges will be calculated on monthly basis and may be deducted from payments due as defined in 'Payment Terms' clause.
- vi) Additionally it is expected, if the portal is not operational/ non responsive (down) then extra efforts should be made by the bidder to restore the portal within 4 hours of reporting the same along with updates.
- vii) There should be regular maintenance and periodic audits to ascertain the security and safety of content of the server and sites as part of the SLA. The periodicity for audit at Portal shall be bi-annually and sites should be audited yearly. Bidder needs to submit an undertaking for this or report of audit.
- viii) In case of downtime exceeding beyond the **permissible downtime** at sites or MobileApp then **penalty** clause for sites at Clause 23 below may be enforced.
- ix) Similarly, in case of downtime exceeding beyond the **permissible downtime** for a Portal then penalty clause for Portal at Clause 23 below may be enforced.
- x) As part of service level commitments, the successful bidder(s) have to individually setup, maintain & manage a 24x7 web based online help desk operations support with toll free number, automated complaint management system for compliant booking, generation of token/ticket number with a date and timestamp, generation of multiple reports relating to operations support.
- xi) Bidder must share daily helpdesk dashboard showcasing specific reports from this SLA portal. The format of these reports can be changed mutually based on the real time inputs during the execution of the project.
- xii) Bidder should be solely responsible to coordinate for the installed infra and resolution of the system software/ hardware problem to maintain the SLA terms.
- xiii) If needed, the Bidder is required to deploy manpower in-order to meet the SLA and also take all necessary and incidental steps necessary to ensure smooth and uninterrupted services
- xiv) Resident Engineer if not deployed at a central site/ ERNET designated location for management of portal or any additional resident engineer if not deployed at the site/portal/ ERNET

designated location would be considered as down time and applicable penalty charges for the associated sites/portal would be deducted as per penalty clause.

- xv) A Dedicated helpdesk for MobileApp users shall be setup. This shall be separate helpdesk to cater only MobileApp users. The helpdesk shall allow logging and resolving issues as per SLA. The contact details of helpdesk should be visible on the help/support section of the MobileApp. Bidder needs to ensure sufficient manpower for dedicated helpdesk to ensure that the calls are addressed.

23. PENALTY CLAUSE FOR NON CONFORMANCE TO ABOVE SLA

I. GENERAL

- i) ERNET India may deduct penalty charges for both subsets from the due payments or recover from quarterly payments and/or from available security deposits as the case may be.
- ii) The penalty will be calculated on monthly basis.
- iii) The downtime at a site can be due to any of the reasons including but not limited to problems in installation, hardware, content / app updates, patches . Penalty charges for a site will be Rs.50 per day for every 1 day of down time at a stretch or in part thereof for down time upto 07 days. This down time shall be calculated over and above the permissible downtime. In case the downtime at a site beyond the permissible down period, is more than 07 days at a stretch, the payable monthly rental or equated monthly payable (i.e. calculated from remaining eligible payments per quarter), will be treated as zero for the site for that particular month. **In case the penalty amount calculated i.e. Rs.50 for a day till a stretch of 07 days of downtime is higher than payable monthly rental or equated monthly payable**, the penalty whichever is higher in this case would be deducted from the eligible payments.
- iv) The downtime at a portal can be due to any of the reasons including but not limited to problems in installation, portal software, patches /updates or an issue in content / app that affects multiple sites and / or overall solution. Penalty charges in such case for ‘Cr’ bug will be Rs.100 per day for every 1 day of down time at a stretch or in part thereof for down time upto 7 days & for ‘Mn’, will be Rs 100 per day (ref. 23 III(ii)) for every 1 day of down time at a stretch or in part thereof for down time upto 7 days . This down time shall be calculated over and above the permissible downtime. Beyond a total downtime of 7 days, equated monthly payable charges for portal will be made zero. However, deduction will be made either for 7 days penalty charges or monthly charges payable, whichever is higher.
- v) The downtime of helpdesk due to any of the reasons including but not limited to tollfree downtime or in-appropriate number of attendees will be treated equal to downtime of a portal. Bidder must make sure to inform ERNET India upon the disruption in helpdesk services. ERNET India may also perform random checks to identify the disruptions. The permissible downtime per month for helpdesk is 24 hours.
- vi) In case of MobileApp, if issue reported by end user is not resolved by the bidder’s helpdesk within the permissible downtime, for each additional day of downtime , 1 day extra credit would be provided to the end user i.e. the validity of subscription should get increased depending on the total downtime beyond permissible downtime, such an extension should also be informed to the End user thru SMS notification /preferred mode / in MobileApp and should

be reported to ERNET India. These extensions should be logged separately on daily basis and consolidated on monthly basis and shall be submitted along the payment details. These details shall be maintained on per user basis alongside their subscription details in the portal as well . In case of any reported technical issue that the bidder is unable to resolve within 15 days or after the resolution enduser is still not convinced or satisfied with the provided resolution, there should be a provision to refund the payments to such End user(s) after a necessary approval from ERNET India and the bidder would not be eligible for any payment for such cases for that month. Record of all such subscriptions should also be maintained within the portal.

vii) In any case, if the site or portal or MobileApp is not made operational or reported problem is not resolved within 30 days at a stretch from the time of reporting of fault, as against the SLA penalties specified above, the entire amount of security deposit submitted by bidder to ERNET India may be forfeited/ invoked. ERNET India may proceed to get the work done at the bidder's risk and cost. Also any due payments from the date of reporting of fault, payable to bidder for the rest of warranty/AMC period shall also not be paid. 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 bidder concerned for at least three years, for further dealings with ERNET India.

viii) In case, vendor fails to meet any of the service conditions and/or found in breach of any condition(s) of document or supply order, at any stage during the course of its service liability/, ERNET India besides, terminating its order, forfeiting any due payments and/ or Security deposit may also debar and blacklist the vendor concerned for at least three years, for further dealings with ERNET India and also may initiate legal action as per rules/laws applicable.

Note: Service liability is defined as the cumulative time period mentioned for development/customization, supply, installation, commissioning, delivery, integration & warranty/AMC services or any extensions granted by ERNET India for the PO.

II. Penalty Clause for Delay occurred due to specifications mismatch:

The bidder shall be responsible to ensure the functioning of the hardware, software and overall solution without compromising specifications laid down in the documents. In the interest of commissioning of solution, if bidder has to use any items/products having different specification than prescribed in this document then he must ensure the such items/product should not be of inferior specification than prescribed and should be compatible with the overall solution. In the event of mismatch found in specifications installed during Inspection or during any other time during operations, the delay occurred between 1st submission/installation/ commissioning and its revised submission/installation/ commissioning dates, shall also be treated as the downtime and will attract a penalty of Rs.500/- per day. In the interest of commissioning of solution, if cumulative delay is more than 30 days at a stretch from the time of reporting of fault the Maximum applicable penalty as per (Clause 23.I.v) would be applicable.

III. Penalty charges for handling of bugs raised

- i. Penalty charges for 'Cr' bugs will be Rs.100 for every 1 day of down time at a stretch or in part for upto a total down time of 7 days beyond the permissible downtime/bug fixing agreed period.
- ii. Penalty charges for 'Mn' bugs will be Rs.100 for every 1 day of down time at a stretch or in part for upto a total down time of 7 days beyond the permissible downtime i.e bug fixing agreed timeline for resolution.
- iii. In any case, if the bug is not fixed within 30 days at a stretch from the time of reporting of fault or its bug fixing agreed period., as against the SLA penalties specified above, the Maximum applicable penalty as per (Clause 23.I.v) would be applicable.

Penalty Matrix

Location	Permissible downtime	Penalty per day of downtime beyond permissible downtime (A)	Penalty per day applicable for maximum days (B)	Beyond maximum days penalty (C)	Penalty applicable	Penalty beyond 30 days
For site related issues	48 hrs	Rs.50 per day	No of days down upto a maximum of 7 days	the monthly charges payable for the site will be treated as zero for the site for that particular month	Whichever is higher AxB or C	23.I.v
For Portal/content/app/solution related 'Cr'. Issues	24hrs	Rs.100 per day	No of days down upto a maximum of 7 days	the monthly payable charges for portal will be treated as zero for that particular month	Whichever is higher AxB or C	23.I.v
For Portal/content/app/solution related 'Mn' issue	Within 48hrs – time line for resolution to be reported	Rs 100 per day	No of days down upto a maximum of 7 days	the monthly payable charges for portal will be treated as zero for that particular month	Whichever is higher AxB or C	23.I.v
Resident Engineer if not deployed at a site/portal the site/portal would be considered as down	24 hrs for Resident Engineer at Portal - 48 hrs for resident engineer at site	Rs 150 per day - Rs. 150 per day * no of sites affected	No of days down upto a maximum of 7 days - 7 days	the monthly payable charges for those sites will be treated as zero for that particular month	Whichever is higher AxB or C	23.I.v

24. LIQUIDATED DAMAGES (LD)

- i) In the event of the bidder'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% per week or a part of a week of the PO value of portal and/or PO Value of the undelivered/incomplete/non-operational sites and / or PO Value for development of content and /or PO value of rental of content** subject to a maximum of 14% for each site(but not exceeding 10% of the total PO value). The amount towards Liquidated Damage would be recovered from the performance security(PSD) as required or the amounts due to vendor. The LD will be imposed only in case the delay is on part of the vendor. No LD will be imposed if the designated site is not ready for installation due to a dependency on end-user/ State / ERNET India.

- ii) In case, the cumulative delay is beyond 7 weeks for each site during the implementation period, ERNET India reserves the right to cancel the purchase order and forfeit all due payments including forfeiture of Performance Security Deposit (PSD), besides initiating any action not limited to legal action as per rules/laws and/or debarring/blacklisting the vendor(s) concerned for at least three years, for further dealings with ERNET India. In such a case ERNET India will initiate action to get the work completed by assigning it to other agency at the cost and risk of vendor(s).
- iii) If after delivery, during acceptance testing process, content or portal or a site is found to be incomplete then ERNET India would inform the same to Bidder and the additional time taken by the bidder to resolve such issues would further be considered as delay and ERNET India may at its discretion withhold any payment, as liquidated damages (and not by way of penalty) which will be deducted from the quarterly payment **at the rate of 2% of the PO value of portal and/or PO value for the incomplete/non-operational sites and/or PO Value for development of content and /or PO value of rental of content** on a per week or a part of a week basis till the time content/portal is accepted subject to a maximum of 10% for each undelivered site/portal (but not exceeding 10% of the total PO value).
- iv) Any change/feedback introduced at the second stage of acceptance or by end-user which was not thought off in advance during first review of acceptance process then ERNET India reserves the right not to levy any charges/penalty for the time taken to implement those by the bidder.
- v) In any case, the penalty will not exceed the amount payable to the bidder for that particular PO and no recovery will be made from any other PO related payments.

Penalty Clause for Delivery Delay:

- i) The bidder should also be responsible to complete all integration activities in coordination with other agencies within the defined time for a scope. Any delay attributable to the bidder in the performance of delivery, installation, commissioning, integration, testing/acceptance and imparting of training, shall render the bidder liable to any or all of the following sanctions:
 - a. Imposition of liquidated damage
 - b. Cancellation of the purchase order for default
 - c. Forfeiture of its Performance Security Deposit (PSD),
 - d. Any other action as deemed fit by ERNET such as Debarring/ blacklisting of the bidder.

25. CANCELLATION (S)

- 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 document by keeping bidder(s) 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.

26. SPECIAL TERMS & CONDITIONS

- i) Bidder confirms to give the price protection to ERNET India. Any time after submitting the tender response and becoming emerging as L1, incase ERNET India gets to know that the bidder has quoted lesser price for similar scope of work, to any other organization , ERNET India can approach bidder for reduction of prices such that bidder will have to pass on the same pricing benefit to ERNET India as well for subsequent orders to be placed on the bidder. Bidder needs to provide an undertaking for this price protection. In case the bidder does not agree than ERNET India reserves the right to cancel the RC and forfeit all the security deposits. Bidder need to abide by warranty and SLA in such case as well.
- ii) ERNET India reserves the right to change the requirement under this tender at any stage based on the project requirements and at directions of end customers.
- iii) 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.
- iv) A detailed Bill of Material has been provided in Annexure-IA/IB, it is based on defined scope of work enclosed herewith. However, it is the bidder's responsibility to see the completeness of the solution.
- v) In case of MobileApp if the payments received due to an erroneous transaction may be released back to the enduser after the confirmation of ERNET India. One of the examples of Erroneous scenarios maybe double payment by the end user.
- vi) The bidder(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.
- vii) While executing/implementing the scope of work the bidder must take care of/abide by all legal issues including IPR issues pertaining to the content.
- viii) Bidder to enable ERNET India for periodic weekly reviews for all the deliverables and accordingly incorporate modifications suggested as per process defined by ERNET India.
- ix) Bidder of sub-set I & sub-set II have to station one resident engineer at central location for management of portal for the complete period of bidder's operations liability/warranty period within the solution cost quoted by respective bidders i.e without any separate line item. In case of requirement for provisioning of an additional resident engineer at any of the project sites, ERNET will use rates of line item 9 (subset-I) or line item 13(subset-II) of Bill of material.

- x) Resident Engineer as asked in the tender should be on direct pay-roll of the bidder(s). Compliance with relevant applicable laws including but not limited to provident fund, ESI, etc needs to be ensured. The resident engineer should be an engineering graduate / MCA / MSc (IT/CS) with two years of experience in handling ICT related set-up with experience in troubleshooting Hardware/Software faults.
- xi) The resident engineer will work for an 8 hour shift as may be specified by ERNET team and will be responsible for following:

Responsibility of Resident Engineer at portal -

- a. To monitor all the installed devices on a daily basis for ensuring up & running of all the softwares/servers.
 - b. To generate and provide support & custom reports ex. the reports on system uptime on daily / weekly /monthly or as per requirement of ERNET.
 - c. To take care of installed equipment and timely upgradation of software/patches with the permission from ERNET at central site. Ability to push updates.
 - d. Manage user's activation/deactivation from the portal with the permission from ERNET.
 - e. To check all the working of installed infrastructure on regular basis.
 - f. Should be well versed on the features of Portal, including capability to troubleshoot any issues related to portal.
 - g. To ensure the proper utilization of portal. Track utilization of the applications at school, district & state level.
 - h. To provide support to end user for any issue related to the portal.
 - i. To provide retraining to end users at project locations for operational usage.
- xii) The resident engineer should be capable to perform the list of activities as stated above or any other activity as assigned by ERNET India in this regards.
 - xiii) A certificate shall be provided by the bidders along with the tender documents regarding their compliance with this Order Public Procurement. If certificate is given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

27. EVALUATION of TENDER

- A. 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.
- B. 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.

- C. 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.
- D. The Price Bids of only Bidders qualified in Technical Bids by TEC will be opened in the presence of their representatives, if any, present 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 determine L1 bidder.
- E. Following explains the criteria for deciding the L1 among the bidders

Financial Values quoted in column 'F' in Annexure IIIA or Annexure IIIB (as applicable) i.e. "Total unit price" will be used in the formula. Following abbreviations/hypothetical assumption are used to derive the formula

For Subset-I

Pls refer Annexure I A- "Bill of Material" for Serial Numbers(S.No) quoted below.

- Assume that Price for Line item at S.No. 1 is quoted as - P
- Assume that Price for Line item at S.No. 2 is quoted as - I
- Assume that average Price for Line item at S.No. 3.1.a to S.No. 3.1.d as OP_{avg}

$$OP_{avg} = \frac{3.1.a + 3.1.b + 3.1.c + 3.1.d}{4}$$
- Assume that average Price for Line item at S.No. 3.2.a to S.No. 3.2.d as N_{avg}

$$N_{avg} = \frac{3.2.a + 3.2.b + 3.2.c + 3.2.d}{4}$$
- Assume that average Price for Line item at S.No. 3.3.a to S.No. 3.3.d as O_{avg}

$$O_{avg} = \frac{3.3.a + 3.3.b + 3.3.c + 3.3.d}{4}$$
- Discount Percentage offered for Outright Purchase from 1st year, 2nd year and **Average of** ((i.e. Line item at S.No. 4) as **OPD1**, (i.e. Line item at S.No. 5) as **OPD2**) as OPD_{avg}

$$OPD_{avg} = \frac{s. no. 4 + s. no. 5}{2}$$
- Discount Percentage offered from 2nd year, 3rd year – (i.e Line item at S.No. 6) as **D1**, (i.e Line item at S.No. 7) as **D2** and Average of (D1,D2) as D_{avg}

$$D_{avg} = \frac{s. no. 6 + s. no. 7}{2}$$
- Assume that per page price i.e (Line item at S.No. 8.1) as **PP**.
- Assume that average of Line Item at S.No. 8.2.a to 8.2.e as AMC_{avg} .
$$AMC_{avg} = \frac{8.2.a + 8.2.b + 8.2.c + 8.2.d + 8.2.e}{5}$$
- Assume Resident Engineer cost i.e (Line item at S.No. 9) is **RE**.
- Assume that sum of Line Item at S.No. 10.1.a to 10.1.e as BU_{sum} for Bundled User.

$$BU_{sum} = 10.1.a + 10.1.b + 10.1.c + 10.1.d + 10.1.e$$

- Assume that Average of Line Item at S.No. 10.2.a to 10.2.c as $DUPC_{avg}$ for Direct user (perClass).

$$DUPC_{avg} = \frac{10.2.a + 10.2.b + 10.2.c}{3}$$

- Assume that Average of Line Item at S.No. 10.3.a to 10.3.c as $DUAC_{avg}$ for Direct user (allClass).

$$DUAC_{avg} = \frac{10.3.a + 10.3.b + 10.3.c}{3}$$

For simplification of formula

$$P = P$$

$$I_{500} = I * 500$$

$$OP = (OP_{avg} * 500) * (OPD_{avg} / 5)$$

$$R = ((N_{avg} + O_{avg}) * 12 * 3 * 500 * (D_{avg}))$$

$$PP_{300} = (PP * 300)$$

$$AMC = (AMC_{avg} * OP_{avg} * 500)$$

$$RE_2 = RE * 2$$

$$MU = (((BU_{sum} / 1675) + DUPC_{avg} + (DUAC_{avg} / 12)) * 500 * 12) / 3$$

GTV Formula for Calculation for Subset-I

$$GTV = P + I_{500} + OP + R + PP_{300} + AMC + RE_2 + MU$$

For Subset-II

For Reference Annexure I B- "Bill of Material" for Serial Numbers quoted below.

- Assume that Price for Line item at S.No. 1 is quoted as - P
- Assume that Price for Line item at S.No. 2 is quoted as - I
- Assume that average Price for Line item at S.No. 3.1.a to S.No. 3.1.d as OP_{avg}

$$OP_{avg} = \frac{3.1.a + 3.1.b + 3.1.c + 3.1.d}{4}$$

- Assume that average Price for Line item at S.No. 3.2.1.a to S.No. 3.2.1.d as N_{avg}

$$N_{avg} = \frac{3.2.1.a + 3.2.1.b + 3.2.1.c + 3.2.1.d}{4}$$

- Assume that average Price for Line item at S.No. 3.2.2.a to S.No. 3.2.2.d as O_{avg}

$$O_{avg} = \frac{3.2.2.a + 3.2.2.b + 3.2.2.c + 3.2.2.d}{4}$$

- Assume that average Price for Line item at S.No. 3.2.3.a to S.No. 3.2.3.d as Q_{avg}

$$Q_{avg} = \frac{3.2.3.a + 3.2.3.b + 3.2.3.c + 3.2.3.d}{4}$$

- Assume that average Price for Line item at S.No. 3.2.4.a to S.No. 3.2.4.d as R_{avg}

$$R_{avg} = \frac{3.2.4.a + 3.2.4.b + 3.2.4.c + 3.2.4.d}{4}$$

- Assume that average Price for Line item at S.No. 3.2.5.a to S.No. 3.2.5.d as S_{avg}

$$S_{avg} = \frac{3.2.5.a + 3.2.5.b + 3.2.5.c + 3.2.5.d}{4}$$

- Assume that average Price for Line item at S.No. 3.3.1.a to S.No. 3.3.1.d as T1_{avg}

$$T1_{avg} = \frac{3.3.1.a + 3.3.1.b + 3.3.1.c + 3.3.1.d}{4}$$

- Assume that average Price for Line item at S.No. 3.3.2.a to S.No. 3.3.2.d as T2_{avg}

$$T2_{avg} = \frac{3.3.2.a + 3.3.2.b + 3.3.2.c + 3.3.2.d}{4}$$

- Assume that average Price for Line item at S.No. 3.3.3.a to S.No. 3.3.3.d as T3_{avg}

$$T3_{avg} = \frac{3.3.3.a + 3.3.3.b + 3.3.3.c + 3.3.3.d}{4}$$

- Assume that average Price for Line item at S.No. 3.3.4.a to S.No. 3.3.4.d as T4_{avg}

$$T4_{avg} = \frac{3.3.4.a + 3.3.4.b + 3.3.4.c + 3.3.4.d}{4}$$

- Assume that average Price for Line item at S.No. 3.3.5.a to S.No. 3.3.5.d as T5_{avg}

$$T5_{avg} = \frac{3.3.5.a + 3.3.5.b + 3.3.5.c + 3.3.5.d}{4}$$

- Assume that average of T1,T2,T3,T4,T5 i.e prices for Line items 3.3.1.a to 3.3.5.d as T_{avg}**

$$T_{avg} = (T1_{avg} + T1_{avg} + T1_{avg} + T1_{avg} + T1_{avg}) / 5$$

- Assume that average Price for Line item at S.No. 3.4.a to S.No. 3.4.d as U_{avg}

$$U_{avg} = \frac{3.4.a + 3.4.b + 3.4.c + 3.4.d}{4}$$

- OPD_{avg} is Average of Discount Percentage offered for Outright Purchase, as per Line item at S.No. 4,5,6,7 respectively, from 1st year, 2nd year, 3rd year & 4th Year and Average of (Option1, Option2 , Option3, Option4)

$$OPD_{avg} = \frac{s.no. 4 + s.no. 5 + s.no. 6 + s.no. 7}{2}$$

- 'D_{avg}' is average of Discount Percentage offered, as per Line item at S.No. 8,9,10,11 respectively, from 2nd year, 3rd year,4th year, 5th year - D1, D2, D3, D4 and Average of (D1,D2,D3,D4)

$$D_{avg} = \frac{s.no. 8 + s.no. 9 + s.no. 10 + s.no. 11}{2}$$

- Assume that per page price i.e (Line item at S.No. 12.1) as PP.

- Assume that average of Line Item at S.No. 12.2.a to 12.2.e as AMC_{avg}.

$$AMC_{avg} = \frac{12.2.a + 12.2.b + 12.2.c + 12.2.d + 12.2.e}{5}$$

- Assume Resident Engineer cost i.e (Line item at S.No. 13) is RE.

- Assume that **sum** of Line Item at S.No. 14.1.a to 14.1.e as BU_{sum} for Bundled User.

$$BU_{sum} = 14.1.a + 14.1.b + 14.1.c + 14.1.d + 14.1.e$$

- Assume that Average of Line Item at S.No. 14.2.a to 14.2.c as DUPS_{avg} for Direct user (perSubject)

$$DUPS_{avg} = \frac{14.2.a + 14.2.b + 14.2.c}{3}$$

- Assume that Average of Line Item at S.No. 14.3.a to 14.3.c as $DUPC_{avg}$ for Direct user (perClass).

$$DUPC_{avg} = \frac{14.3.a + 14.3.b + 14.3.c}{3}$$

- Assume that Average of Line Item at S.No. 14.4.a to 14.4.c as $DUAC_{avg}$ for Direct user (allClass).

$$DUAC_{avg} = \frac{14.4.a + 14.4.b + 14.4.c}{3}$$

For simplification of formula

$P = P$

$I_{200} = I * 200$

$OP = (OP_{avg} * 200) * (OPD_{avg} / 5)$

$R = \{N_{avg} + O_{avg} + Q_{avg} + R_{avg} + S_{avg} + (T_{avg} / 5) + (U_{avg} / 60)\} * 12 * 5 * 200 * (D_{avg})$

$PP_{300} = (PP * 300)$

$AMC = (AMC_{avg} * OP_{avg} * 200)$

$RE_5 = RE * 5$

$MU = ((BU_{sum} / 1675) + (DUPS_{avg} * 5) + DUPC_{avg} + (DUAC_{avg} / 12)) * 200 * 12 / 3$

GTV Formula for Calculation for Subset-II

$$GTV = P + I_{200} + OP + R + PP_{300} + AMC + RE_5 + MU$$

Note2: ERNET India is of the opinion that the prices would go down with the increase in slab, the Bidder need to compulsorily quote lower price for Higher slab range than their lower slab. i.e per unit price for slab range of 501-2000 range should be less than that quoted for 251-500 slab range which should be further less than quoted for 1-250.

F. AWARD OF WORK TO SUCCESSFUL BIDDER

For Subset I & II:-

- Cover for “GTV Value”** from the commercial bids would be opened for only the bids qualifying the Technical Evaluation & bidder with lowest GTV Value in commercial evaluation would be chosen as L1.
- Cover for “Detailed item wise price breakup”** from the commercial bid would only be opened for the L1 Bidder.
- The formula considers all pricing provided including the discount percentage offered.
- GTV Value will be calculated based on the formulas mentioned for respective subsets above. Vendor should mention the ‘calculated GTV value’ for the applicable subset in Annexure-III.
- The GTV would be **recalculated by ERNET India** at the time of evaluation and discrepancy if between the GTV value provided in Annexure-III vs the Calculated value the below resolution has to be agreed by bidder,

- i. In case the recalculated GTV is same the bidder would be selected as L1
- ii. In case the recalculated GTV is more than the quoted value, the bidder needs to agree to the proportionate reduction in item wise cost to arrive at the GTV value quoted in the **Cover for “GTV Value”**.
- iii. In case the recalculated GTV is less than the quoted value the bidder needs to agree to lower the **“GTV Value”** as per **“Detailed item wise price breakup”** instead of GTV quoted in the **Cover for “GTV Value”**.
- iv. In case Bidder disagrees to correction for discrepancy in the GTV value :
 - i. This will be termed as breach of terms and conditions and action may be taken against bidder as per Annexure IX.
 - ii. Next bidder i.e L2 would be asked to meet and match the L1 Price if he agrees to the item wise cost he would be awarded the tender otherwise similar process to be followed to L3 & L4
 - iii. If the L2 meets the criteria Empanelment offer may be provided to L2 and subsequently to other bidders and for the condition when the bidder becomes insolvent and bankrupt, during the process of tendering and before the issuance of PO clause at 27(h)(a).
- f. Only 1 qualified bidder would be empaneled at any point of time for each subset.
- g. Empanelment would be valid for 3 years or the extended period.
- h. 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 and bankrupt or files insolvency by self or imposed, the bidder has to immediately inform ERNET India within 07 days.
 - 1) In such a scenario, **ERNET India has the right and may decide not to forfeit the submitted Security deposits.**
 - 2) In case the bidder **becomes insolvent and bankrupt or files for insolvency but fails** to inform ERNET India within 07 days of filing of insolvency/becoming insolvent, **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 empanelment to L2 on L1's Price. If L2 agrees to accept the L1's price along with the acceptance of itemized price of the items offered by L1 within 7 days of offer & executes the RC as per the terms and condition of this tender, he will be empaneled & will be awarded 100% work. Else this process may continue with remaining qualified bidders (L3,L4..) in the order of the quoted pricing till empanelment is achieved.
 - c) In case the bidder becomes insolvent and bankrupt, **during execution of the work**,
 - 1) 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, cancel the work order and a retender may be done.
 - 2) 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.

Note: In their own interest the bidders are advised to ensure that the product quoted by them should conform to all tendered technical parameters/specifications and are functional. Product quoted and not meeting complete tender specifications or lower in specification will not be considered for evaluation.

28. 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/its customers against the effect of nonobservance of any such laws.

29. FORCE MAJEURE

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

30. TERMINATION FOR DEFAULT

i) Default is said to have occurred

- a) If the bidder fails to deliver any or all of the 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 Security Deposit and/or any due payment, ii) imposition of liquidated damage as per clause 24 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 25% of the PO value from the payment due to the bidder, for a period upto one year from the date of default is said to have occurred. Net amount after adjustment of additional cost required to be incurred by ERNET India will be refunded back after 12 month 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, 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 three years, 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. Refer for more details “as per clause 27.F.H” bankruptcy or insolvency procedure.
- vi) ERNET India may, at any time, terminate the specific or all purchase order(s) by giving written notice to the selected bidder 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.

31. 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 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.

32. 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.

33. 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.

34. DAMAGE TO PERSON AND PROPERTY

The bidder shall (except, if and so far as this agreement provides otherwise), indemnify and keep indemnified the ERNET India & its all customers against all losses and claims for injuries or damage to any person or property arising out of or in consequence of the 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.

35. 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/End user shall be at liberty to get such defects rectified at the cost and risk of the Bidder.

36. 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/its customers.

Similarly a schedule for incorporation of feedback from schools(students/teachers) and ERNET India, Schedule for incorporation of Minor (Mn), ‘Cr” critical bugs in the Content/APP/ MobileApp/Portal need to be submitted.

37. WEEKLY PROGRESS REPORTS

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

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

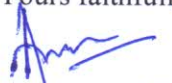
While getting the project executed, apart from adherence to time schedule the Bidder shall strictly adhere to quality norms applicable. In case of delay of the project and/or non adherence to the norms as set in the document, suitable penalty clauses will be attracted.

38. 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) The bidder has to comply with the standard government guidelines/policy for such installation and non-disclosure requirements.
- iii) 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.

- iv) All supporting documents/undertaking from the bidder should be in Original Ink Signed and stamped, duplicate copy of the same will not be accepted.

Yours faithfully,



Registrar & CPO
ERNET India

Annexure-I A
BILL OF MATERIAL

1. Bill of Materials- Applicable for SUBSET-I

S.No.	Description (as per specification defined in this document)	mnemonic	Quantity (Nos.)
1	Portal Development , Installation and Integration Charges including maintenance Charges (PDIIC)	P	1
2	Installation Charges Per Site (ICPS) (One time)	I	1
3.1	Outright Purchase (OPCS) Charge per site for single subscription of digital e-learning content from Pre-primary to Class 12th bundled for a slab range of sites defined below:		
3.1.a	Total Sites Ranging from 1-250 sites	OP _{avg}	1
3.1.b	Total Sites Ranging from 251-500 sites		1
3.1.c	Total Sites Ranging from 501-2000 sites		1
3.1.d	Total Sites Ranging from 2000+ sites		1
3.2	“Per Class” Rental monthly charges (CRMC) per year for single subscription of digital content per standard (i.e. anyone standard from pre-primary to Class 12 th standard) for a slab range of sites defined below:		
3.2.a	Total Sites Ranging from 1-250 sites	N _{avg}	1
3.2.b	Total Sites Ranging from 251-500 sites		1
3.2.c	Total Sites Ranging from 501-2000 sites		1
3.2.d	Total Sites Ranging from 2000+ sites		1
3.3	“All Classes bundled” Rental monthly charges (CRMC) per year for single subscription of digital content for all standards (pre-primary to Class 12 th) for a slab range of sites defined below:		
3.3.a	Total Sites Ranging from 1-250 sites	O _{avg}	1
3.3.b	Total Sites Ranging from 251-500 sites		1
3.3.c	Total Sites Ranging from 501-2000 sites		1
3.3.d	Total Sites Ranging from 2000+ sites		1
4	Option 1: in case user intends to buy the software as OPCS after 1st year in scenario 3.2 or 3.3. % discount on 3.1 would apply	OPD _{avg}	
5	Option 2: in case user intends to buy the software as OPCS after 2nd year in scenario 3.2 or 3.3. % discount on 3.1 would apply		1
6	Discount Percentage offered for 3.2 and 3.3 for 2nd year	D _{avg}	1
7	Discount Percentage offered for 3.2 and 3.3 for 3rd year		1
8	After Perpetuity Customization/ AMC		
8.1	Per page syllabus change customization charges(SCCC) for application software/content after perpetuity	PP	1
8.2.a	AMC per site in percentage for the 1st Year (for Line Item 1,2, 3.1, 3.2, 3.3) after Perpetuity	AMC _{avg}	1
8.2.b	AMC per site in percentage for the 2nd Year (for Line Item 1,2, 3.1, 3.2, 3.3) after Perpetuity		1
8.2.c	AMC per site in percentage for the 3rd Year (for Line Item 1,2, 3.1, 3.2, 3.3) after Perpetuity		1
8.2.d	AMC per site in percentage for the 4th Year (for Line Item 1,2, 3.1, 3.2, 3.3) after Perpetuity		1

8.2.e	AMC per site in percentage for the 5th Year (for Line Item 1,2, 3.1, 3.2, 3.3) after Perpetuity		1
9	Additional Resident Engineer per year at user/Central site for coordination	RE	1
10	<u>MobileApp Subscription Charges (MASC) - (Bundled / Direct Users)</u>		
10.1	<u>Bundled Users- BU</u>		
10.1.a	Price for 25 single user's mobile subscription for a single class per month (Bundled user)	BU _{sum}	1
10.1.b	Price for 50 single user's mobile subscription for a single class per month (Bundled user)		1
10.1.c	Price for 100 single user's mobile subscription for a single class per month (Bundled user)		1
10.1.d	Price for 500 single user's mobile subscription for a single class per month (Bundled user)		1
10.1.e	Price for 1000 single user's mobile subscription for a single class per month (Bundled user)		1
10.2	<u>Direct Users- Per class - DU(PC)</u>		
10.2.a	Price single direct user mobile subscription for upto a slab of 1000 (for a class) (billed for active subscriptions) (Per user) (per month)	DUPC _{avg}	1
10.2.b	Price for single direct user mobile subscription for upto a slab of 1001- 2000 (for a class) (billed for active subscriptions) (Per user) (per month)		1
10.2.c	Price for single direct user mobile subscription for upto a slab of 2000+ (for a class) for (billed for active subscriptions) (Per user) (per Month)		1
10.3	<u>Direct Users- All classes - DU(AC)</u>		
10.3.a	Price single direct user mobile subscription for upto a slab of 1000 (for all the classes) (billed for active subscriptions) (Per user) (per month)	DUAC _{avg}	1
10.3.b	Price for single direct user mobile subscription for upto a slab of 1001- 2000(for all the classes) (billed for active subscriptions) (Per user) (per month)		1
10.3.c	Price for single direct user mobile subscription for upto a slab of 2000+ (for all the classes) for (billed for active subscriptions) (Per user) (per Month)		1

Note: Bidder needs to quote lower price as the slab goes higher.

Note: Number of subjects in per class/all classes should match the min no. of mandatory subjects

Annexure-I B

BILL OF MATERIAL & TECHNICAL SPECIFICATIONS**1. Bill of Materials- Applicable for SUBSET-II**

S.No.	Description (as per specification defined in this document)	mnemonic	Quantity (Nos.)
1	Portal Development , Installation and Integration Charges including maintenance cost (PDIIC)	P	1
2	Installation Charges Per Site (ICPS) (One time)	I	1
3.1	Outright Purchase (OPCS) Charge per site for single subscription of Augmented Reality based content from Pre-primary to Class 12th bundled for a slab range of sites defined below:		
3.1.a	Total Sites Ranging from 1-250 sites	OP _{avg}	1
3.1.b	Total Sites Ranging from 251-500 sites		1
3.1.c	Total Sites Ranging from 501-2000 sites		1
3.1.d	Total Sites Ranging from 2001+ sites		1
3.2	“Per Subject” rental monthly charges(CRMC) for a year for single subscription of Augmented Reality based content on per site for a slab range of sites defined below:		
3.2.1.a	Total Sites Ranging from 1-250 for pre-primary	N _{avg}	1
3.2.1.b	Total Sites Ranging from 251-500 sites for pre-primary		1
3.2.1.c	Total Sites Ranging from 501-2000 sites for pre-primary		1
3.2.1.d	Total Sites Ranging from 2000+ sites for pre-primary		1
3.2.2.a	Total Sites Ranging from 1-250 sites for each Class from I-II	O _{avg}	1
3.2.2.b	Total Sites Ranging from 251-500 sites for each Class from I-II		1
3.2.2.c	Total Sites Ranging from 501-2000 sites for each Class from I-II		1
3.2.2.d	Total Sites Ranging from 2000+ sites for each Class from I-II		1
3.2.3.a	Total Sites Ranging from 1-250 sites for each Class from III-V	Q _{avg}	1
3.2.3.b	Total Sites Ranging from 251-500 sites for each Class from III-V		1
3.2.3.c	Total Sites Ranging from 501-2000 sites for each Class from III-V		1
3.2.3.d	Total Sites Ranging from 2000+ sites for each Class from III-V		1
3.2.4.a	Total Sites Ranging from 1-250 sites for each Class from VI-VIII	R _{avg}	1
3.2.4.b	Total Sites Ranging from 251-500 sites for each Class from VI-VIII		1
3.2.4.c	Total Sites Ranging from 501-2000 sites for each Class from VI-VIII		1
3.2.4.d	Total Sites Ranging from 2000+ sites for each Class from VI-VIII		1
3.2.5.a	Total Sites Ranging from 1-250 sites for each Class from IX-XII	S _{avg}	1
3.2.5.b	Total Sites Ranging from 251-500 sites for each Class from IX-XII		1
3.2.5.c	Total Sites Ranging from 501-2000 sites for each Class from IX-XII		1
3.2.5.d	Total Sites Ranging from 2000+ sites for each Class from IX-XII		1
3.3	“Per Class” rental monthly charges(CRMC) for single subscription of Augmented Reality based content on per site for a slab range of sites defined below:		
3.3.1.a	Total Sites Ranging from 1-250 for pre-primary	T1 _{avg}	1
3.3.1.b	Total Sites Ranging from 251-500 sites for pre-primary		1
3.3.1.c	Total Sites Ranging from 501-2000 sites for pre-primary		1

3.3.1.d	Total Sites Ranging from 2000+ sites for pre-primary		1
3.3.2.a	Total Sites Ranging from 1-250 sites for each Class from I-II	T2 _{avg}	1
3.3.2.b	Total Sites Ranging from 251-500 sites for each Class from I-II		1
3.3.2.c	Total Sites Ranging from 501-2000 sites for each Class from I-II		1
3.3.2.d	Total Sites Ranging from 2000+ sites for each Class from I-II		1
3.3.3.a	Total Sites Ranging from 1-250 sites for each Class from III-V	T3 _{avg}	1
3.3.3.b	Total Sites Ranging from 251-500 sites for each Class from III-V		1
3.3.3.c	Total Sites Ranging from 501-2000 sites for each Class from III-V		1
3.3.3.d	Total Sites Ranging from 2000+ sites for each Class from III-V		1
3.3.4.a	Total Sites Ranging from 1-250 sites for each Class from VI-VIII	T4 _{avg}	1
3.3.4.b	Total Sites Ranging from 251-500 sites for each Class from VI-VIII		1
3.3.4.c	Total Sites Ranging from 501-2000 sites for each Class from VI-VIII		1
3.3.4.d	Total Sites Ranging from 2000+ sites for each Class from VI-VIII		1
3.3.5.a	Total Sites Ranging from 1-250 sites for each Class from IX-XII	T5 _{avg}	1
3.3.5.b	Total Sites Ranging from 251-500 sites for each Class from IX-XII		1
3.3.5.c	Total Sites Ranging from 501-2000 sites for each Class from IX-XII		1
3.3.5.d	Total Sites Ranging from 2000+ sites for each Class from IX-XII		1
3.4	“All Classes bundled” rental monthly charges(CRMC) for single subscription of Augmented Reality based content on per site for a slab range of sites defined below:		
3.4.a	Total Sites Ranging from 1-250 sites	U _{avg}	1
3.4.b	Total Sites Ranging from 251-500 sites		1
3.4.c	Total Sites Ranging from 501-2000 sites		1
3.4.d	Total Sites Ranging from 2000+ sites		1
4	Option 1: in case user intends to buy the software as OPCS after 1st year in scenario 3.4. % discount on 3.1 would apply	OPD _{avg}	1
5	Option 2: in case user intends to buy the software as OPCS after 2nd year in scenario 3.4. % discount on 3.1 would apply		1
6	Option 3: in case user intends to buy the software as OPCS after 3rd year in scenario 3.4. % discount on 3.1 would apply		
7	Option 4: in case user intends to buy the software as OPCS after 4th year in scenario 3.4. % discount on 3.1 would apply		1
8	Discount Percentage offered for 3.2 to 3.4 from 2nd year	D _{avg}	1
9	Discount Percentage offered for 3.2 to 3.4 from 3rd year		1
10	Discount Percentage offered for 3.2 to 3.4 from 4th year		1
11	Discount Percentage offered for 3.2 to 3.4 from 5th year		1
12	Charges applicable after perpetuity		
12.1	Per page syllabus change customization charges (SCCC) for application software and/ content after perpetuity	PP	1
12.2.a	AMC per site in percentage for the 1st Year (for Line Item 1,2, 3.1, 3.2, 3.3, 3.4) after Perpetuity	AMC _{avg}	1
12.2.b	AMC per site in percentage for the 2nd Year (for Line Item 1,2, 3.1, 3.2, 3.3, 3.4) after Perpetuity		1
12.2.c	AMC per site in percentage for the 3rd Year (for Line Item 1,2, 3.1, 3.2, 3.3, 3.4) after Perpetuity		1
12.2.d	AMC per site in percentage for the 4th Year (for Line Item 1,2,		1

	3.1, 3.2, 3.3, 3.4) after Perpetuity		
12.2.e	AMC per site in percentage for the 5th Year (for Line Item 1,2, 3.1, 3.2, 3.3, 3.4) after Perpetuity		1
13	Additional Resident Engineer per year at user/Central site for coordination	RE	1
14	<u>MobileApp Subscription Charges (MASC) - (Bundled / Direct Users)</u>		
14.1	<u>Bundled Users (BU)</u>		
14.1.a	Price for 25 single user's mobile subscription for a single class per month (Bundled user)	BU _{sum}	1
14.1.b	Price for 50 single user's mobile subscription for a single class per month (Bundled user)		1
14.1.c	Price for 100 single user's mobile subscription for a single class per month (Bundled user)		1
14.1.d	Price for 500 single user's mobile subscription for a single class per month (Bundled user)		1
14.1.e	Price for 1000 single user's mobile subscription for a single class per month (Bundled user)		1
14.2	<u>Direct Users- Per Subject - DU(PS)</u>		
14.2.a	Price single direct user mobile subscription for upto a slab of 1000 (per Subject) (billed for active subscriptions) (Per user) (per month)	DUPS _{avg}	1
14.2.b	Price for single direct user mobile subscription for upto a slab of 1001-2000 (per Subject) (billed for active subscriptions) (Per user) (per month)		1
14.2.c	Price for single direct user mobile subscription for upto a slab of 2000+ (per Subject) (billed for active subscriptions) (Per user) (per Month)		1
14.3	<u>Direct Users- Per class - DU(PC)</u>		
14.3.a	Price single direct user mobile subscription for upto a slab of 1000 (per class) (billed for active subscriptions) (Per user) (per month)	DUPC _{avg}	1
14.3.b	Price for single direct user mobile subscription for upto a slab of 1001-2000 (per class) (billed for active subscriptions) (Per user) (per month)		1
14.3.c	Price for single direct user mobile subscription for upto a slab of 2000+ (per class) (billed for active subscriptions) (Per user) (per Month)		1
14.4	<u>Direct Users- All classes - DU(AC)</u>		
14.4.a	Price single direct user mobile subscription for upto a slab of 1000 (for all the classes) (billed for active subscriptions) (Per user) (per month)	DUAC _{avg}	1
14.4.b	Price for single direct user mobile subscription for upto a slab of 1001-2000(for all the classes) (billed for active subscriptions) (Per user) (per month)		1
14.4.c	Price for single direct user mobile subscription for upto a slab of 2000+ (for all the classes) (billed for active subscriptions) (Per user) (per Month)		1

Note: Bidder need to quote lower price as the slab goes higher.

Note: Number of subjects in per class/all classes should match the min no. of mandatory subjects

Annexure II A
Details of BOM (Applicable for SUBSET –I)

SL	BOM Clause	Specifications	Class wise	Compliance (Yes/No)	If Yes give details of Support Document & reference page No.
1	1	Portal Development, Installation and Integration including maintenance As per scope , refer to Clause 12- Subset-I, Common & elsewhere in tender			
2	2	Installation Per Site (One time) As per scope, refer to Clause 12- Subset-I, Common & elsewhere in tender			
3	3.1	Outright Purchase (OPCS) per site for single subscription of digital content from Pre-primary to Class 12th bundled	All classes		
	3.2	subscription of digital content per standard for standard(Pre-Primary to XII)			
	3.2	English, Hindi, EVS, Numbers, Art and Craft	Pre-Primary		
	3.2	English, Hindi, Math's, Computers, Arts, GK, EVS	I-II		
	3.2	English, Hindi, Math's, Computers, Arts, GK, General Science, Social Science	III-V		
	3.2	English, Hindi, Math's, Science, Social Science, Sanskrit/French, Computer science, GK	VI-VIII		
	3.2	English, Hindi, Math's, Science(Physics, Chemistry, Mathematics), Social Science(History, Economics, Political Science, Geography), Computer science, GK, Physical Education, Physics, Chemistry, Biology, History, Political Science, Geography, Economics, Sociology, psychology, Business Studies, Accountancy, Computer & Communication Technology, Health & Physical Education, Sanskrit, Media Studies, Art Education, Human Ecology & family science, informatics Practice, Sample board questions with solutions and sample practice questions, JEE/ NEET Sample Questions with solution for practice,	IX to XII		
	3.3	subscription of digital content for all	All classes		

		standard (Pre-Primary to XII)			
4		Option 1: in case user intends to buy the software as OPCS after 1st year in scenario 3.2 or 3.3. % discount on 3.1 would apply			
5		Option 2: in case user intends to buy the software as OPCS after 2nd year in scenario 3.2 or 3.3. % discount on 3.1 would apply			
6		Discount Percentage offered for 3.2 and 3.3 for 2nd year			
7		Discount Percentage offered for 3.2 and 3.3 for 3rd year			
8		After Perpetuity Customization/ AMC			
	8.1	Per page syllabus change customization charges (SCCC) for application software/content after perpetuity	Per Page		
	8.2.a	AMC per site in percentage for the 1st Year (for Line Item 1,2, 3.1, 3.2, 3.3) after Perpetuity	Per site		
	8.2.b	AMC per site in percentage for the 2nd Year (for Line Item 1,2, 3.1, 3.2, 3.3) after Perpetuity	Per site		
	8.2.c	AMC per site in percentage for the 3rd Year (for Line Item 1,2, 3.1, 3.2, 3.3) after Perpetuity	Per site		
	8.2.d	AMC per site in percentage for the 4th Year (for Line Item 1,2, 3.1, 3.2, 3.3) after Perpetuity	Per site		
	8.2.e	AMC per site in percentage for the 5th Year (for Line Item 1,2, 3.1, 3.2, 3.3) after Perpetuity	Per site		
9		Additional Resident Engineer per year at user/Central site for coordination			
10		<u>MobileApp Subscription Charges (MASC) - (Bundled / Direct Users)</u>			
	10.1	<u>Bundled Users- BU</u>			
	10.1.a	Price for 25 single user's mobile subscription for a single class per month (Bundled user)			
	10.1.b	Price for 50 single user's mobile subscription for a single class per month (Bundled user)			
	10.1.c	Price for 100 single user's mobile subscription for a single class per month (Bundled user)			
	10.1.d	Price for 500 single user's mobile subscription for a single class per month (Bundled user)			
	10.1.e	Price for 1000 single user's mobile subscription for a single class per month (Bundled user)			
	10.2	Direct Users- Per class - DU(PC)			
	10.2.a	Price single direct user mobile subscription for	Per user		

		upto a slab of 1000 (for a class) (billed for active subscriptions) (Per user) (per month)			
	10.2.b	Price for single direct user mobile subscription for upto a slab of 1001- 2000 (for a class) (billed for active subscriptions) (Per user) (per month)	Per user		
	10.2.c	Price for single direct user mobile subscription for upto a slab of 2000+ (for a class) for (billed for active subscriptions) (Per user) (per Month)	Per user		
	10.3	Direct Users- All classes - DU(AC)			
	10.3.a	Price single direct user mobile subscription for upto a slab of 1000 (for all the classes) (billed for active subscriptions) (Per user) (per month)	Per user		
	10.3.b	Price for single direct user mobile subscription for upto a slab of 1001- 2000(for all the classes) (billed for active subscriptions) (Per user) (per month)	Per user		
	10.3.c	Price for single direct user mobile subscription for upto a slab of 2000+ (for all the classes) for (billed for active subscriptions) (Per user) (per Month)	Per user		

Annexure II B
Details of BOM (Applicable for SUBSET –II)

SL	BOM Clause	Specifications	Class wise	Compliance (Yes/No)	If Yes give details of Support Document & reference page No.
1	1	Portal Development, Installation and Integration including maintenance As per scope in, Refer to Clause 12- Subset-II, Common & Elsewhere in tender			
2	2	Installation Per Site (One time) As per scope in, Refer to Clause 12- Subset-II, Common & Elsewhere in tender			
3	3.1	Outright Purchase (OPCS) Charge per site for single subscription of digital content from Pre-primary to Class 12th bundled for a slab range of sites defined below:	All classes		
	3.2	Augmented Reality Content per subject (Subset –II)			
	3.2.1	English, Hindi, EVS, Numbers, Art and Craft	Pre-Primary		
	3.2.2	English, Hindi, Math's, Computers, Arts, GK, EVS	I-II		
	3.2.3	English, Hindi, Math's, Computers, Arts, GK, General Science, Social Science	III-V		
	3.2.4	English, Hindi, Math's, Science, Social Science, Sanskrit/French, Computer science, GK	VI-VIII		
	3.2.5	English, Hindi, Math's, Science(Physics, Chemistry, Mathematics), Social Science(History, Economics, Political Science, Geography), Computer science, GK, Physical Education, Physics, Chemistry, Biology, History, Political Science, Geography, Economics, Sociology, psychology, Business Studies, Accountancy, Computer & Communication Technology, Health & Physical Education, Sanskrit, Media Studies, Art Education, Human Ecology & family science, informatics Practice, Sample board questions with solutions and sample practice questions, JEE/ NEET Sample Questions with solution for practice,	IX to XII		

	3.3	Augmented Reality Content per class (Subset –II)	All classes		
	3.3.1	English, Hindi, EVS, Numbers, Art and Craft	Pre-Primary		
	3.3.2	English, Hindi, Math's, Computers, Arts, GK, EVS	I-II		
	3.3.3	English, Hindi, Math's, Computers, Arts, GK, General Science, Social Science	III-V		
	3.3.4	English, Hindi, Math's, Science, Social Science, Sanskrit/French, Computer science, GK	VI-VIII		
	3.3.5	English, Hindi, Math's, Science(Physics, Chemistry, Mathematics), Social Science(History, Economics, Political Science, Geography), Computer science, GK, Physical Education, Physics, Chemistry, Biology, History, Political Science, Geography, Economics, Sociology, psychology, Business Studies, Accountancy, Computer & Communication Technology, Health & Physical Education, Sanskrit, Media Studies, Art Education, Human Ecology & family science, informatics Practice, Sample board questions with solutions and sample practice questions, JEE/ NEET Sample Questions with solution for practice,	IX to XII		
	3.4	Augmented Reality Content “All class Bundled” (Subset –II)	All classes		
4		Option 1: in case user intends to buy the software as OPCS after 1st year in scenario 3.4. % discount on 3.1 would apply			
5		Option 2: in case user intends to buy the software as OPCS after 2nd year in scenario 3.4. % discount on 3.1 would apply			
6		Option 3: in case user intends to buy the software as OPCS after 3rd year in scenario 3.4. % discount on 3.1 would apply			
7		Option 4: in case user intends to buy the software as OPCS after 4th year in scenario 3.4. % discount on 3.1 would apply			
8		Discount Percentage offered for 3.2 to 3.4 from 2nd year			
9		Discount Percentage offered for 3.2 to 3.4 from 3rd year			
10		Discount Percentage offered for 3.2 to 3.4 from 4th year			

11		Discount Percentage offered for 3.2 to 3.4 from 5th year			
12		After Perpetuity Customization/ AMC			
	12.1	Per page syllabus change customization charges for application software/content after perpetuity	Per page		
	12.2.a	AMC per site in percentage for the 1st Year (for Line Item 1,2, 3.1, 3.2, 3.3, 3.4) after Perpetuity	Per Site		
	12.2.b	AMC per site in percentage for the 2nd Year (for Line Item 1,2, 3.1, 3.2, 3.3, 3.4) after Perpetuity	Per Site		
	12.2.c	AMC per site in percentage for the 3rd Year (for Line Item 1,2, 3.1, 3.2, 3.3, 3.4) after Perpetuity	Per Site		
	12.2.d	AMC per site in percentage for the 4th Year (for Line Item 1,2, 3.1, 3.2, 3.3, 3.4) after Perpetuity	Per Site		
	12.2.e	AMC per site in percentage for the 5th Year (for Line Item 1,2, 3.1, 3.2, 3.3, 3.4) after Perpetuity	Per Site		
13		Additional Resident Engineer per year at user/Central site for coordination			
14		<u>MobileApp Subscription Charges (MASC) - (Bundled / Direct Users)</u>			
	14.1	<u>Bundled Users (BU)</u>			
	14.1.a	Price for 25 single user's mobile subscription for a single class per month (Bundled user)			
	14.1.b	Price for 50 single user's mobile subscription for a single class per month (Bundled user)			
	14.1.c	Price for 100 single user's mobile subscription for a single class per month (Bundled user)			
	14.1.d	Price for 500 single user's mobile subscription for a single class per month (Bundled user)			
	14.1.e	Price for 1000 single user's mobile subscription for a single class per month (Bundled user)			
	14.2	<u>Direct Users- Per Subject - DU(PS)</u>			
	14.2.a	Price single direct user mobile subscription for upto a slab of 1000 (per Subject) (billed for active subscriptions) (Per user) (per month)	Per user		
	14.2.b	Price for single direct user mobile subscription for upto a slab of 1001- 2000 (per Subject) (billed for active subscriptions) (Per user) (per month)	Per user		
	14.2.c	Price for single direct user mobile subscription for upto a slab of 2000+ (per Subject) (billed for active subscriptions) (Per user) (per Month)	Per user		
	14.3	<u>Direct Users- Per class - DU(PC)</u>			
	14.3.a	Price single direct user mobile subscription for upto a slab of 1000 (per class) (billed for active	Per user		

		subscriptions) (Per user) (per month)			
	14.3.b	Price for single direct user mobile subscription for upto a slab of 1001- 2000 (per class) (billed for active subscriptions) (Per user) (per month)	Per user		
	14.3.c	Price for single direct user mobile subscription for upto a slab of 2000+ (per class) (billed for active subscriptions) (Per user) (per Month)	Per user		
	14.4	Direct Users- All classes - DU(AC)			
	14.4.a	Price single direct user mobile subscription for upto a slab of 1000 (for all the classes) (billed for active subscriptions) (Per user) (per month)	Per user		
	14.4.b	Price for single direct user mobile subscription for upto a slab of 1001- 2000(for all the classes) (billed for active subscriptions) (Per user) (per month)	Per user		
	14.4.c	Price for single direct user mobile subscription for upto a slab of 2000+ (for all the classes) (billed for active subscriptions) (Per user) (per Month)	Per user		

Annexure C – Infrastructure for Existing ERNET’s Smart Classroom Solution

S. No.	Item Description and highlight
Infra for Smart Virtual Classroom Facility with Two-way Audio / Video Interaction Facility	
1	Software/ Hardware based Full HD Video Conferencing Desktop Client
2	Multimedia Desktop PC with table - Make Acer with (Windows 8.1 or above with 4 GB RAM, 32 /64 bit OS, Intel Pentium CPU G3060 3.30 Ghz or higher, 500 GB HDD)
3	Electronic Interactive Whiteboard
4	Projector –Short Throw- Full HD
5	1 KVA online UPS with 1 hour battery backup
6	Speaker
7	Full HD Web Camera with wide angle coverage- Logitech C390
8	Wired Handheld Microphone

ANNEXURE-III-A (Applicable for SUBSET-I)

PRICE SCHEDULE For Items As At Annexure-IA

To,

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

Document No. _____ Date of Opening

We _____ hereby certify that we are established firm of manufactures/authorized agents of M/s. _____ With factories at _____ which are fitted with modern equipment and where the production methods, quality control and testing of all materials and parts manufactured or used by us are open to inspection by the representative of ERNET India. We hereby offer to supply the following items at the prices and within the period indicated below: We hereby confirm that the Prices are quoted in Indian Rupees and indicated both in figures and words. Price in words will prevail, in the event of any mismatch.

S.No.	Item Description as per Annexure-IA or Annexure-IB	Unit price (In INR) Per month	Rate of GST	Amount of GST	Total unit price (In INR) (F= C+ E)
Column #A	Column #B	Column #C	Column #D	Column #E	Column #F
1.					
2.					
3.1					
3.2.1.a					
...					
3.3					
..					
...					
4					
5					
...					
Grand Total Value (in Rs.) Of Column (F)					
(Rupees _____)) in words			

We (Bidder) hereby undertake and confirm that:

1. Prices are inclusive of all charges and taxes/ duties there on at user sites. Payment will be subject to deduction of TDS.
2. Unit Prices are inclusive of transit insurance, delivery, installation, commissioning charges, etc. and

- custom duty (if applicable).
3. All items are quoted along with necessary accessories and software(s).
 4. 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 Offer. In case the unit price of any item is omitted/missed by bidder, the evaluation committee reserves the right to derive the unit price proportionately without changing the total value quoted by bidder.
 5. All the software and components quoted have comprehensive warranty. The comprehensive warranty includes on- site warranty with parts/spares.
 6. The quotation has been submitted for all items strictly as per the specifications.
 7. During warranty/AMC services will be provided directly to ERNET India and/or its customers at sites.
 8. All the prices are quoted in the format as above provided by ERNET India failing which the Offer will be rejected out rightly. Also any conditional Price Offer will be rejected.
 9. If a Bidder quotes 'NIL' charges / consideration, the Offer shall be treated as non-responsive and will not be considered for evaluation.
 10. It is hereby confirmed that we have understood the terms and conditions of the document 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 this document. We agree to abide by the terms and conditions of this document if the contract is awarded to us.
 11. We hereby offer to supply the goods detailed above or such portion thereof as you specify in the purchase order at the price quoted/ accepted and agree to hold this offer open for acceptance for a period of 180 days from the date of opening of Offer.

(Signature and seal of Bidder)

Dated _____ 2020

ANNEXURE-III-B
Applicable for SUBSET-II

PRICE SCHEDULE For Items As At Annexure-I B

To,

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

Document No. _____ Date of Opening

We _____ hereby certify that we are established firm of manufactures/authorized agents of M/s. _____ With factories at _____ which are fitted with modern equipment and where the production methods, quality control and testing of all materials and parts manufactured or used by us are open to inspection by the representative of ERNET India. We hereby offer to supply the following items at the prices and within the period indicated below: We hereby confirm that the Prices are quoted in Indian Rupees and indicated both in figures and words. Price in words will prevail, in the event of any mismatch.

S.No.	Item Description as per Annexure-IA or Annexure-IB	Unit price (In INR) Per month	Rate of GST	Amount of GST	Total unit price (In INR) (F= C+ E)
Column #A	Column #B	Column #C	Column #D	Column #E	Column #F
1.					
2.					
3.1					
3.2.1.a					
...					
3.3					
..					
...					
4					
5					
...					
Grand Total Value (in Rs.) Of Column (F)					
(Rupees_____) in words					

We (Bidder) hereby undertake and confirm that:

- Prices are inclusive of all charges and taxes/ duties there on at user sites. Payment

will be subject to deduction of TDS.

2. Unit Prices are inclusive of transit insurance, delivery, installation, commissioning charges, etc. and custom duty (if applicable).
3. All items are quoted along with necessary accessories and software(s).
4. 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 Offer. In case the unit price of any item is omitted/missed by bidder, the evaluation committee reserves the right to derive the unit price proportionately without changing the total value quoted by bidder.
5. All the software and components quoted have comprehensive warranty. The comprehensive warranty includes on- site warranty with parts/spares.
6. The quotation has been submitted for all items strictly as per the specifications.
7. During warranty/AMC services will be provided directly to ERNET India and/or its customers at sites.
8. All the prices are quoted in the format as above provided by ERNET India failing which the Offer will be rejected out rightly. Also any conditional Price Offer will be rejected.
9. If a Bidder quotes 'NIL' charges / consideration, the Offer shall be treated as non-responsive and will not be considered for evaluation.
10. It is hereby confirmed that we have understood the terms and conditions of the document 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 this document. We agree to abide by the terms and conditions of this document if the contract is awarded to us.
11. We hereby offer to supply the goods detailed above or such portion thereof as you specify in the purchase order at the price quoted/ accepted and agree to hold this offer open for acceptance for a period of 180 days from the date of opening of Offer.

(Signature and seal of Bidder)

Dated _____ 2020

Annexure-IV
(Common for Subset-I and Subset-II)

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, Ministry of Electronics & 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 effect 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 :

Annexure-VI
(Common for Subset-I and Subset-II)

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.

Annexure-VII
(Common for Subset-I and Subset-II)

Integrity Pact

ERNET India hereinafter referred to as "ERNET" And -----
[bidder (s) participating in this EoI] hereinafter referred to as "The Bidder/Contractor"

Preamble

ERNET India for Development, Supply, Installation, Commissioning, Integration, Maintenance & Customization of Digital E-learning Content and Digital Augmented Reality (AR) based content along with their related software(s) based on respective required board Curriculum from pre-primary to class 12th for various education boards

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 procurement process 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 procurement process treat all Bidder(s) with equity and reason. ERNET will in particular, before and during the procurement 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 procurement 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 procurement 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 procurement 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 procurement 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 procurement 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 terminate 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 Security Deposit.

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 procurement process.

b. If the bidder makes incorrect statement on this subject, he can be disqualified from the procurement 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 procurement 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 entitled 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 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)
(Office Seal)

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

Place-----

Place-----

Date-----

Date-----

Witness 1:
(Name & Address) _____

Witness 2:
(Name & Address) _____

Annexure-VIII
(Common for Subset-I and Subset-II)

Public Procurement Certificate

- 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 shareholder's 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 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. The Competent Authority for the purpose of registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Political and security clearance from the Ministries of External and Home Affairs respectively will be mandatory.
- VI. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VII. 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.

Certificate to be provided by the bidder

"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 fulfills all requirements in this regard and is eligible to be considered. Where applicable, evidence of valid registration by the Competent Authority shall be attached."

Annexure IX
(Common for Subset-I and Subset-II)

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 the 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)

Annexure X
(Details of Electronic Clearing Service or RTGS Facility for receiving Tender Fees)

ELECTRONIC CLEARING SERVICE (CREDIT CLEARING) / REAL TIME GROSS SETTLEMENT (RTGS) FACILITY FOR RECEIVING PAYMENTS

DETAIL OF ACCOUNT HOLDER & BANK ACCOUNT: -

1	NAME OF ACCOUNT HOLDER	ERNET INDIA
2	ACCOUNT HOLDER ADDRESS	5 th Floor, Block –I, A wing DMRC, IT Park, Shastri Park, new Delhi -110053
3	BANK NAME	STATE BANK OF INDIA
4	BANK BRANCH ADDRESS	ISBT Kashmere Gate, Delhi Branch Code: Branch 005715
5	BANK ACCOUNT NUMBER	33892412527
6	IFSC CODE	SBIN0005715
7	TYPE OF BANK ACCOUNT	Saving Account
8	MICR CODE	110002051
9	BRANCH IS RTGS ENABLED	Yes