

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

Subject: Invitation of bids for Supply, Installation, Commissioning and Maintenance of Free Space Optic Link(s).

Sir/Madam,

1. ERNET India, an Autonomous Scientific Society under Ministry of Electronics & Information Technology, Govt. of India, is a Class 'A' Internet Service Provider for the Education and Research community in India. ERNET India pioneered Internet to the country and has been a self-sustaining organization. ERNET has been supporting in proliferating Internet in the country and has been upgrading its infrastructure as per latest state of art technologies. ERNET India as a technology consultant implemented various projects by commissioning ICT infrastructure for teaching aid, Campus Network, Wi-Fi & other IT infrastructure for various ministries, departments, academic & research institutions/universities/colleges/schools under central and state Governments. ERNET India is also providing Internet & other VPN access services to various Institutions, universities, colleges, departments and organizations of central / state government. ERNET India also provides of "C" Band based VSAT based connectivity to the remote unconnected areas. ERNET India is operating Smart Virtual Classrooms across 07 States (Tamil Nadu, Andhra Pradesh, Haryana, Himachal Pradesh, Rajasthan, Tripura and Gujarat).
2. Under its initiatives for identifying newer technologies and testing them on real ground level fields, ERNET India would like to evaluate Free Space Optics (FSO) based technologies for providing connectivity to remote areas where geographical obstacles, such as rivers, hills etc. are hindrance which would otherwise cause delay/prevent fiber optic cable expansion, and lead to significantly increased deployment costs. It is anticipated that FSO based solution will help in achieving the high throughputs of multiple Gbps across long distances.
3. **ERNET India intends to engage a vendor for deploying the FSOC based connectivity solution at different locations with the focus to improve the connectivity to these remote/ rural parts of the country. The engagement is aimed at deploying the FSOC based connectivity solution in remote areas.**

Sealed Tenders are therefore, invited from the eligible manufacturers or their authorized representatives or system integrators in conformity with Technical Specifications as per **Annexure-1A** in conformity with Technical Specifications as per **Annexure-1B** for the detailed scope of work as stated in this document w.r.t supply, installation & commissioning and maintenance of the link(s). The rate(s) quoted by the selected bidder shall be valid for a period of 12 months from the date of signing of agreement and can be used for any repeat order during validity period to deploy & maintain multiple Pilot/R&D FSOC links at various locations in India in different terrains/climatic conditions that impact the technology. Deployment includes supply, installation & commissioning of FSOC links. The bidder shall have to enter into a written agreement on a non-judicial stamp paper of requisite value with ERNET India for complying

116

all tender's terms, conditions and warranty maintenance support, in executing the purchase order(s) to be placed by ERNET India.

4. Interested parties who wish to bid for above mentioned work may collect Tender Document in person against a Demand Draft or Banker's Cheque of Rs. 15,000/- drawn in favour of "ERNET India", New Delhi from Shri Kishor Lala , ERNET India, 5th Floor, Block – I, A Wing, DMRC IT Park, Shastri Park, Delhi-110053, Ph: 011-22170876 as per the schedule detailed below:

Important timelines of the process are detailed below:

1	Issue/ Sale of Tender Document	By 16.01.2020 to 27.01.2020 (between 11:00 AM to 4:00 PM)
2	Receipt of Queries	Up to 24.01.2020 by 11:00 AM (Queries after above date will not be entertained in any circumstances)
3	Pre-bid meeting	28.01.2020 (03:00 PM onwards) at ERNET India, 5th Floor, Block – I, A Wing, DMRC IT Park, Shastri Park, Delhi-110053
4	Response to Queries	By 03.02.2020 (on CPP Portal/ERNET India Website only) CPP Portal : www.eprocure.gov.in ERNET India Website : www.ernet.in
5	Receipt of Bids	Upto 06.02.2020 by 3:00 PM at ERNET India, 5th Floor, Block – I, A Wing, DMRC IT Park, Shastri Park, Delhi-110053
6	Opening of Bids	06.02.2020 (3:30 PM) at above ERNET India office

Note 1: The Tender Document can also be downloaded from CPP portal (www.eprocure.gov.in) /ERNET India Web site (www.ernet.in). In such case, an amount of Rs.15000/- in the form of Demand Draft/Banker's cheque drawn in favour of "ERNET India" would be required to be furnished along with the bid.

5. Bidders should note that any query related to any terms and conditions of the tender should be strictly submitted in person to Registrar & CPO, ERNET India with due acknowledgement as per above schedule / details and no other form of communication will be accepted. ERNET will not accept/ entertain any query from any prospective bidders beyond the last date of query submission.

6. ERNET India shall organize a Pre-Bid meeting on the queries submitted (by stipulated date & Time) by the Bidders on the scheduled date and time at ERNET India. ERNET India may incorporate any changes in the Tender based on acceptable suggestions received during the interactive Pre-Bid meeting or as deemed necessary in the interest of work. The decision of ERNET India regarding acceptability of any suggestion shall be final.

7. Response/clarifications of queries received to ERNET India or any other changes as deemed necessary in the RFP will be uploaded at CPP portal/ERNET India website. No reply in this regard shall be sent to individual bidders. Bidders are advised to keep visiting CPP Portal/ERNET India Website to keep track of updates/ notices during the complete tender process.

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

9. 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.

10. MINIMUM ELIGIBILITY CRITERIA

The invitation of bids is open to entities registered in India who fulfil the criteria as specified below.

S. No.	Basic Requirement	Documents to be submitted
1	<p>Legal Entity</p> <p>The bidder company/entity should be a company/entity registered under Indian Companies Act 1956/2013 or a registered partnership firm under The Partnership Act 1932/LLP Act, 2008 or a Society constituted by any ministry/Department of the Government of India and registered under the Societies Registration Act 1860. The bidder entity or its parent entity ^{Note1} should have been in existence for a period of at least 3 years on the date of application.</p>	<p>1. Copy of Certificate of Incorporation issued by the Registrar of Companies, India / Certificate of commencement of business.</p> <p style="text-align: center;">or</p> <p>1. Certificate of registration and partnership deed for LLP and partnership firm.</p> <p style="text-align: center;">and</p> <p>2. List of partners/directors/office bearers and principle place of business, as applicable.</p>
2	<p>Turnover and Net Worth</p> <p>i. The bidder entity or its parent entity ^{Note1} should have a global turnover of not less than Rs.3 Crore in the preceding three financial years i.e. 2018-19, 2017-18, and 2016-17 from business activities related to products in IT/Communication sectors.</p> <p>ii. The bidder or its parent entity ^{Note1} should have positive net worth as on 31.03.2019.</p>	<p>Certificate(s) from the statutory auditor/practising CA/CS on his letter head confirming Turnover and Net worth.</p> <p>In case bidder entity existence in India is less than three years, refer note1 below.</p>
3	<p>Debarment</p> <p>The bidder or its parent entity ^{Note1} should not have been under sanction, cross-debarred, blacklisted/ debarred by ERNET INDIA or any State or Central Government in India or autonomous body, State government undertakings CPSUs/ any other government organisation or its undertakings at the time of bidding.</p>	<p>Self-declaration duly signed by the authorized signatory.</p>

4	Equipment being supplied should be an end commercial product.	Undertaking to this to be submitted from OEM.
5	The equipment/accessories being supplied by the bidder should not have been declared as "end-of-sale" and "end-of-support".	Undertaking to this to be submitted from OEM.
6	Previous Experience for at least one or more successful FSO/RF or any other similar connectivity infrastructure Installation and Commissioning in India.	1. Undertaking shall be provided by bidder with site details. 2. A Statement of Work done / Government order / work order.
7	Bidder or its parent entity should have office in India to provide support services for the faulty systems/subsystem of equipment in conformity with the SLA as defined in this tender document	Relevant proofs may be attached.
8	All offered equipment, software & components should support seamless interoperability among them and with the other Network devices and any communication medium.	Undertaking to be submitted by OEM.
9	Integrity Pact The bidders must comply with the Integrity Pact (IP) as mandated by CVC, Government of India.	Signed Integrity Pact (IP) as per the format given in Annexure-5 .
10	Compliance to the tender terms.	Signed copy of tender. Technical point by point compliance of specification should be attached.
11	Undertake that the support, not only limited to spares, patches, upgrades for the products proposed for solution, shall be available for next three years from the date of successful installation and acceptance.	Undertaking to be submitted by OEM.
12	i. Undertake on-site comprehensive warranty for 1 year ii. Support & maintenance for three years as per point 11 above.	Undertaking to be submitted by Bidder.
13	Undertake that equipment supplied by the OEM should be transferrable to any other agency at a later date along with warranty/AMC benefits. Also such an agency may use AMC rates achieved	Undertaking to be submitted by OEM.

	through RFP for the period of 2 years from expiry of warranty.	
14	Authorization for bidder to bid against tender. This clause is not applicable for OEMs who are directly bidding for tender.	Bidders need to submit an undertaking from OEM that they authorize the bidder to bid for tender.

Note 1: In case bidder entity existence in India is less than three years, Bidder's parent entity global presence can be considered with following conditions.

1. Original signed Certificate(s) from practising CA and/or CS should be submitted, declaring that Indian entity existence in India is less than three years and Indian entity is 100% subsidiary of parent entity. This certificate shall be on the letter head of the practising CA/CS and all the relevant documents (summarizing turnover, profitability & net worth) to be enclosed on the basis of which certificate has been issued.
2. Bidder entity should submit the document stating the parent entity constitution, nature of business, country of incorporation, incorporation year and mainline of business.

Note 2: 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. If bids are not accompanied by all of the above documents mentioned, the same may be rejected outrightly. Undertaking for subsequent submission of any of the above document will not be entertained under any circumstances. However, ERNET India reserves the right to seek clarifications, as per their discretion.

11. GENERAL CONDITIONS

- i) Sealed bids are invited in two part format (Technical bid and Commercial bid) in two separate sealed covers with both the covers to be sealed in a single cover. First cover indicating "**COVER FOR TECHNICAL BID**" should consist of only Bidder's profile, Compliance sheets with supporting documents, undertaking and all other documents as asked in support of Eligibility Criteria, technical solution, specification, design, configurations of the system/items offered, signed copy of the Integrity Pact (IP) as given at **Annexure-5**, un-priced bill of material with make, model details, literature, pamphlets, drawing etc. This cover should contain complete technical specifications, make & model, names of supplier/manufacturer and commercial terms etc. of the system/items offered. Price column in this cover should be kept blank. Second cover indicating, "**COVER FOR PRICE BID**" should consist of item wise price break-up strictly in the format available at **Annexure-1C**. Price offer **should be duly signed and stamped by the authorized signatory of bidder**. Both the covers (Technical bid and Commercial bid) should first be sealed separately, and then should be kept in a single sealed bigger cover. This cover addressed by name to the officer signing this enquiry should be submitted before due date and time. **All the covers should** bear the inscription:

"Bid for Supply, Installation, Commissioning and Maintenance of Free Space Optic Links".

"Tender Enquiry No. : EI-D/TECH-FSO/1-2/2018"

"Due Date & Time for Bids submission: 06.02.2020 at 3.00 P.M."

"Due Date & Time for Opening of Bids: 06.02.2020 at 3.30 P.M."

- ii) 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, ERNET India may request the Bidder for an extension of the period of validity of the bid. The request and the responses thereto shall be made in writing and transmitted through speed post/registered post/courier. The validity of EMD shall also be required to be suitably extended.
- iii) Bids should be submitted on or before the due date. 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.

- iv) All rates for quoted items/services should be in Indian Rupee for delivery at the premises of ERNET India/end user sites or at any other place in India as and when specified by ERNET India free of charge. Any type of delivery/ installation/ commissioning or any service or product charges, essential and incidental to acceptance of solution must be inclusive in unit prices quoted by bidder. All prices shall be fixed and shall not be subject to escalation for any reason whatsoever. The rates must be quoted should be in the template provided in **Annexure-1C**. Commercial bid 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 Vendor price offer.
- v) Bidders 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, GST etc., if any as per **Annexure-1C**. For other GST terms and conditions, **Annexure-4** to be referred which bidder shall duly signed and submits along with the bid.
- vi) ERNET India reserves the right to accept or reject the bid or cancel the tender proceedings without assigning any reason whatsoever.
- vii) The bidder should quote the products strictly as per the specifications defined in this document or of higher specifications giving exact make & model along with its specifications. All the technical literature for the products offered by the bidder shall be enclosed with the bid.
- viii) ERNET India may waive any minor infirmity or non-conformity or irregularity in a bid or may seek any clarification on the bids, if so desired. The decision in this regard shall be taken by the concerned evaluation Committee & their decision will be final.
- ix) Bidders shall carefully read and sign all pages of the tender document including all enclosures to be submitted with the bid.
- x) The price shall be for delivery at desired destination in India including installation/commissioning and complete operationalization.
- xi) The bidder must quote for all the items in **Annexure -1C** in-line with the items quoted in **Annexure-1A**. In case Zero/NIL value quoted, bidder should provide the justification for same in remarks column of **Annexure-1C**. ERNET India reserves the right to order the line items in any set of combinations depending upon the requirement of client organization/end user. In other words, ERNET India reserves the right to place short / part orders in any fraction based on project requirements.
- xii) Any attempt of negotiation direct or indirect on the part of the bidder with the authority to whom he has submitted the tender or authority who is competent finally to accept it after he has submitted his tender or any endeavour to secure any interest for an actual or prospective bidder or to influence the acceptance of a particular tender by any means, 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.
- xiii) The bidder will have to arrange for all the testing equipment and tools, cables, connectors, extension boxes and any essentially and incidentally required equipment for installation, testing, maintenance etc. at no extra cost.
- xiv) ERNET India will have the right to reject the components/equipment supplied if it does not comply with the specifications at any point of installation/ inspection.

12.INSPECTION

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

13.EARNEST MONEY DEPOSIT

- (i) Each bid must be accompanied by **Earnest Money Deposit(EMD) of Rs. 2,00,000/- (Rupees Two Lacs only) which shall be in the form of Demand Draft/Pay Order/EM Fixed deposit/Bank Guarantee of any Nationalized/Scheduled commercial Bank taken in the name of ERNET India, New Delhi.**
 - a. Bank Guarantee should be valid minimum for a period of 225 days from the submission due date of the bid & to be submitted in compliance with the clause no. (v) of this section. The Performa for submission of BG is enclosed in **Annexure-3**.
 - b. In case of any extension of last date of submission, Bank Guarantee should be extended to minimum for a period of 225 days from the extended due late. This will be applicable only if the extension is given beyond 1 month.
 - c. Response received without Earnest Money Deposit or short of value confirming to the above and /or with short period of validity are liable to be rejected.
- (ii) Earnest Money is liable to be forfeited and bid is liable to be rejected, if the bidder withdraw or amends, impairs or derogates from the tender in any respect within the period of validity of the tender.
- (iii) If the successful bidder fails to submit the performance bank guarantee as per clause 14 within 15 days of the placement of purchase order, the EMD of the successful bidder shall be liable for forfeiture.
- (iv) The earnest money of successful bidder will be returned after submission of Performance Security as per clause 14 below. The earnest money of all the unsuccessful bidders will be returned after signing of contract for empanelment and/or placement of order on the selected vendor. EMD submitted in the form of fixed deposit/BG will be returned as it is. In case of EMD in the form of DD/Pay order, No interest will be payable by ERNET India on the Earnest Money Deposit.
- (v) 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

11d

4	Beneficiary Account No	604810100002033
5	IFSC code	BKID0006048

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

14. PERFORMANCE SECURITY

- i) Bidder shall submit a performance security of 10% of the total value of purchase order within 15 days of the placement of purchase order.
- Performance security may be in the form of Demand Draft / Pay Order / Performance Bank Guarantee (PBG) of any nationalized/scheduled commercial bank.
 - Performance security should be valid for the minimum period of bidder's service liability plus 3 months from PO(s) issuance. Service liability is defined as the cumulative time period mentioned for delivery, installation & warranty services or any extensions granted by ERNET India.
 - In case bidder fails to deliver the items/services (warranty etc.) under the terms and conditions of contract, the performance security so submitted by the bidder is liable to be forfeited.
 - Performance security shall be released immediately after the completion of the warranty or any extended warranty period whichever be the case.
 - In case of default in terms and conditions of contract during the service liability period, performance security so submitted by the bidder is also liable to be forfeited.
 - Vendor is liable to accept the AMC work order within 15 days from issue date. In case of non-acceptance of AMC work order by vendor, performance security so submitted by the vendor is liable to be forfeited. AMC work can be awarded to vendor within the three months from the expiry of warranty period. In such case, AMC rate quoted for the first year will be applicable. After expiry of three month period, vendor has right to accept the order but the rate will be applicable for the balance period of AMC as quoted by bidder.
- ii) In case of any extension in the period of implementation/delivery / installation or any other service liability period, Vendor have to extend the validity of PBG 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 PBG without any notice to the vendor.
- iii) The EMD submitted along with the Bid response will be returned after submission of performance security as above.
- iv) Non submission of performance security as per above schedule may lead to cancellation of purchase order and/or forfeiture of EMD.
- v) Vendor has to ensure submission of PBG as per the latest RBI guidelines.

15. PAYMENT TERMS

- i) ERNET India shall release the payments on receipt of pre-receipted bill in duplicate as per the following schedule:
- 80% (Eighty percent) payment of the value of purchase order after deducting all penalties (if any) shall be made by ERNET India on completion of delivery, installation, commissioning, acceptance testing, training & acceptance of the ordered link/items along with integration with any existing services.
 - Balance 20%(Twenty) percent payment of purchase order after deducting all penalties (if any) would be released in 4 equal instalments during the warranty period (1 year) upon successful completion of every quarter as well as receipt of pre-receipted bill in duplicate. Quarter will start from the date of starting of warranty.

- ii) The payments will be made as per actual supplied/installed/consumed quantities/items along with due acceptance testing by ERNET India designated officials.
- iii) Payments for yearly AMC (if awarded by ERNET) will be released after deducting all penalties (if any) in 4 equal instalments of receive value of AMC on quarterly basis over the period of AMC support upon successful completion of every quarter.
- iv) The eligible payments to be released to the vendor will further be subject to the receipt of the funds from ERNET India customer institutes/organizations/departments, etc.
- v) In case of any discrepancy between rates mentioned in figures and words, the later shall prevail.

Note: All the above payments will be released subject to the condition bidder has submitted the performance security equivalent to 10% of the total value of the purchase order as per clause no. 14 above.

16.SERVICE LEVEL AGREEMENT (SLA)

- i) After commissioning & acceptance, during warranty & AMC, the vendor shall be responsible for 99% equipment based link uptime. The uptime will be measured from Point A to Point B (Point A and B refer to the end points of the FSOC link) by vendor on monthly basis.
- ii) Failure of any vendor supplied equipment / degradation of equipment performance will be treated as downtime of the system as a whole and attract SLA penalties.
- iii) As the link availability can be impacted due to poor visibility conditions causing throughput to degrade, link availability should be reported regularly in terms of all the parameters namely throughput, jitter, latency and visibility. Non-availability of link availability reports will be treated as equipment downtime. In all such cases, vendor should take corrective actions for enhancing the uptime.
- iv) In case of connectivity failure or any other faults, due to any reasons, vendor should create a ticket id and intimate the end user and ERNET India immediately through mail/fax with appropriate details of ticket id, problem details, site, reason and possible link restoration time. The connectivity failure in a link can be due to hardware or software or backhaul issue or due to poor visibility conditions or due to any other reasons. Hence, the 'reason' field in the ticket should allow to clearly distinguish cause of connectivity failure, such as failure of non-supplied equipment, failure of non-supplied software or failure leading to internet connectivity failure, etc.
- v) The vendor will also liable to provide various types of reports during the operation and maintenance period such as throughput, latency, jitter, uplink-downlink time etc. as described in section 24 and as per the period / frequency defined below:
 - a) Daily reports basis upon completion of acceptance testing until next 2 months.
 - b) Weekly basis after 2 months from acceptance testing until next 2 months
 - c) Fortnightly after 4 months from acceptance testing
 - d) Consolidated report should also be submitted Monthly.
- vi) Vendor shall also submit Analysis & Recommendation Reports on monthly basis. The format of these reports can be created, updated and changed based on the runtime / real time inputs during the execution of the project.
- vii) Vendor should ensure that all supplied equipment installed at sites must be in proper working conditions. If there is any issue related to any of the supplied equipment leading to connectivity issue, vendor has to take all necessary steps to resolve the issue in time bound manner.

- viii) Vendor should be responsible to perform preventive maintenance with a site visit on monthly basis with a sign-off from the end user/ERNET Project team. The vendor must ensure to submit these signed-off preventative maintenance checks with monthly invoices during the service liability period i.e. warranty/AMC period. Any failure on this will be treated as link being down for such missing period of report.
- ix) Vendor should be solely responsible to coordinate with OEMs of the installed infra and resolution of the system problem to maintain the SLA terms.
- x) Vendor should communicate with service provider, ERNET India and end user agency in cases of any issues pertaining to backhaul internet bandwidth. Vendors should follow-up with concerned service provider for expected time of resolution and same to be informed to ERNET India and end user/agency.
- xi) Vendor should deploy a Resident engineer at site. Resident engineer responsibilities and duties are described in section 21 (xv).

17. PENALTY CLAUSE FOR NON CONFORMANCE TO ABOVE SLA AND DELAY IN DELIVERY

Penalty Clause for SLA:

- i) ERNET India may deduct Rs. 500/- from the due payments or recover from quarterly payments and/or performance security as the case may be for every 1 day of down time at a stretch or in part up to total down time of 03 days. This down time shall be calculated over and above the total hours of downtime permissible. Beyond 03 days of down time, ERNET India may deduct Rs. 100/- for every 01 hour of down time at a stretch or part thereof from the due payments and/or available performance security. Also the absence of resident engineer from the designated site without informing will be treated as a down time for the site and accordingly the above penalties will be imposed. Additionally in the case of absence of resident engineer from the designated site, per day cost of resident engineer will be deducted from the due payments and/or available performance security.
- ii) In any case, if the equipment is not made operational within 15 days from the time of reporting of fault, as against the SLA penalties specified above, the entire amount of performance security submitted by vendor to ERNET India will be forfeited/ invoked and ERNET India may proceed to get the work done at the vendor's risk and cost. Also any due payments from the date of reporting of fault, payable to vendor for the rest of warranty period shall 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 vendor concerned for at least three years, for further dealings with ERNET India.

Penalty Clause for Delivery Delay:

The vendor should also be responsible to complete all integration activities in coordination with other agencies in any set of delivered sites within the time defined in the scope of project. Any delay attributable to the vendor in the performance of delivery, installation, commissioning, integration, testing/acceptance and imparting of training, shall render the vendor liable to any or all of the following sanctions:

- a. Imposition of liquidated damage as per clause 19 below,
- b. Cancellation of the purchase order for default,
- c. Forfeiture of its Performance Security Deposit,
- d. Any other action as deemed fit by ERNET such as Debarring/ blacklisting of the vendor.

Penalty Clause for Delay occurred due to material specifications mismatch:

The vendor should also be responsible to ensure the specifications of the materials supplied should match or are higher than the one stated in **Annexure-1B**. In the event of mismatch found in specifications of goods brought/installed during Inspection or during any other time, the delay occurred to match the specifications should be treated as the downtime and will attract a penalty of Rs.1000/- per day.

18.DELIVERY AND INSTALLATION PERIOD

The awarded site should be delivered, installed, commissioned, tested & made available for acceptance along with integration with backhaul provider within 8 weeks from the date of issuance of the purchase order. Vendor should also arrange the training to the site officials after the acceptance testing within this duration. Site acquisition time and time required for getting the Right of Way (RoW) will be excluded from the time provided above.

19.LIQUIDATED DAMAGES (LD)

- i) If the selected vendor fails to complete the delivery, installation, commissioning, integration and acceptance testing of the ordered equipment/component along with imparting of training by the schedule planned or any approved extended period, ERNET India may at its discretion withhold any payment, as liquidated damages (and not by way of penalty) at the rate of 2% of the PO value per week or a part of a week subject to a maximum of 10% of PO value. The amount towards Liquidated Damage would be recovered from the performance security or the amounts due for the payment to vendor. (PO Value mentioned above would be inclusive of taxes)
- ii) In case the cumulative delay is beyond 5 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, besides initiating any action as deemed fit as per rules/laws and/or debarring / blacklisting the Vendor concerned for at least three years, for further dealings with ERNET India. In such a case ERNET India will initiate action to get the work completed at the cost and risk of Vendor and may further distribute such a work to any other agency/vendor.

20.CANCELLATION(S)

- i) ERNET India reserves the right to cancel the tender or modify the requirement without assigning any reason.
- ii) ERNET India also reserves the right to modify/relax any of the terms & conditions of the document by keeping bidders informed about it.
- iii) ERNET India in view of project's requirement may reject the offer, in which any prescribed condition(s) is/are found incomplete in any respect and at any processing stage.

21.SPECIAL TERMS & CONDITIONS

- i) ERNET India reserves the right to change the requirements under this document at any stage based on the project requirements and directions of end customers.
- ii) In the event of vendor's transfer of ownership/management or the concerned division of vendor, 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. Vendor need to inform ERNET India whenever such proceeding is being initiated.

- iii) If the name of the product is changed for describing substantially the same or more in a renamed form; then all techno-fiscal benefits agreed with respect to the original product, shall be passed on to ERNET India and the obligations with ERNET India taken by the vendor with respect to the product with the old name shall be passed on along with the product so renamed.
- iv) If any product which is declared end-of-life product before the delivery of equipment, in this case the vendor should supply replaced model with same or next higher model/version of the product from the same OEM and any required additional components without any additional cost. 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 Performance Security 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.
- v) All offered products, software & components should be as per standards, wherever applicable and other standards mentioned in the specifications. An undertaking to this effect should be submitted by the vendor.
- vi) All the equipment & devices should be properly configured. There should not be any vulnerability left in the equipment on any system update/software upgrade. An undertaking to this effect should be submitted by the vendor.
- vii) 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 bidder's EMD will be forfeited, ERNET India reserves the right to debar and blacklist the bidder for at least three years, for further dealings with ERNET India.
- viii) A detailed Bill of Material as in **Annexure-1A** has been prepared as per the defined scope of work & enclosed herewith. However, it is the bidder's responsibility to see the completeness of the solution and if required bidder may quote for additional items/equipment as prescribed in the format annexed at **Annexure-1A** to complete the proposed solution design and work.
- ix) The hardware specifications provided in the document are the minimum required and bidder may quote for higher specifications to optimize as per their solution requirements.
- x) Bidder shall submit the relevant documents as necessitated in this document. Relevant portions, in the documents submitted may be properly marked. If offer is not accompanied by all of the documents asked, the same would be rejected out rightly. Undertaking for subsequent submission of any of the above document will not be entertained under any circumstances. However, ERNET India reserves the right to seek clarifications/ additional documents, as per its discretion.
- xi) During any stage of verification / evaluation / assessment, if in case any information (including any document furnished by the bidder is found to be invalid/forged/ false, their offer shall be summarily rejected, their EMD shall be forfeited and no correspondence on the same shall be entertained.
- xii) Vendor 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.
- xiii) ERNET India may transfer the link operation and maintenance to state/end user after the installation and acceptance. In this case, all the vendor liability of the tender will be transferred to state/end user.

- xiv) AMC cost will be proportionately calculated based on the items selected by ERNET India for complete solution.
- xv) Vendor will have to provide Resident Engineer at installation site during the service liability period.

Responsibility and duties of Resident Engineer (RE) posted at site: -

- To ensure that all FSO equipment at site must be in proper working conditions. If there is any issue related to the FSO equipment, RE need to ensure their timely resolution
- To manage complete installed system on daily basis to ensure smooth running of equipment.
- To coordinate with OEMs / Service provider for logging and resolution of the installed system
- To coordinate with user/state agencies for handling issues pertaining to connectivity
- To provide operational training to user/state agencies in case of any specific requirement
- Conduct the test as desired by ERNET India/end user and submit the reports as described in section 24.
- To take all necessary steps essential and incidental to ensure proper functioning of solution

22.EVALUATION of Tender

- i. The evaluation process of the tender proposed to be adopted by the ERNET India is indicative only and to provide the Bidders an idea of the evaluation process that the ERNET India may adopt. However, the ERNET India reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.
- ii. When deemed necessary, during the evaluation process, the ERNET India may seek clarifications 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 submitted or price quoted.
- iii. A duly constituted Technical Evaluation Committee (TEC) will first select eligible Bidders on the basis of eligibility criteria of this tender. The Bids conforming to the eligibility criterion will be considered for further evaluation.
- iv. A duly constituted Technical Evaluation Committee (TEC) will shortlist Technical Bids on the basis of technical solution, design, conformity of technical specifications, suitability of offered solution, parameters and features offered vis-à-vis tendered specifications requirements. If required, the short listed Bidders may be asked for a detailed technical presentation/discussion on the solution and products offered in the bid. One of the criteria for selection would be to prefer the vendor who can provide zero or minimum number of repeater for sites. Bidder shall submit the block/architecture diagram of the solution proposed, considering the below example of the site located in Nagaland.

Location	Latitude and longitude
Kohima Science College	25°42'28.56"N & 94° 6'21.19"E
Kohima Secretariat	25°39'55.46"N & 94°4'36.74"E

Further, TEC may ask the bidder to bring any selected items/sub items of their quoted products for technical evaluation at ERNET India or any other location decided by TEC in specified time limit. In case,

bidder fails to bring their quoted products within the stipulated time, for whatever reasons, their bid will not be considered for further evaluation.

- v. The names of technically short listed bidders will be announced to only those bidders whose bids will qualify for opening the Price/Commercial Bids.
- vi. The Price Bids of only those Bidders short listed from the Technical Bids by TEC will be opened in the presence of their representatives, 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) and determine successful bidder.

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

23.SCOPE OF WORK

- i) The vendor will be fully responsible for survey, supply, installation, commissioning & maintenance of Free Space Optics (FSO) based connectivity links at location(s) anywhere across India. The location(s) will be specified by ERNET India.
- ii) The Free Space Optical connectivity will also have to be integrated with an existing Internet connectivity and enable the site(s) to access WAN/LAN, internet, its related applications and services using internet.
- iii) **Offline Survey**
 - a. ERNET India shall share a list of tentative site(s). Each site will have to be offline surveyed and a detailed survey report will have to be submitted within 7 days of intimation of site(s). As FSO is LoS (Line Of Sight) based, the vendor will conduct an offline survey of all project sites asked by ERNET India and submit sites feasibility report for all sites.
- iv) **Physical Survey**
 - a. The vendor shall perform physical survey of shortlisted site(s) within 15 days of the issuance of non-commercial letter of intent (LoI). In case of remote sites / locations with difficult terrain, duration of physical survey may be decided on mutual discussion. **Site survey reports** shall contain following information:
 1. Vendor shall details of site(s) with photographic markings along with exact coordinates for placing of the equipment & distance between sites with clear Line of Sight (LoS) check.
 2. Vendor need to provide map of site survey.
 3. Vendor to provide a plan with Position for the placement of Rack (containing switches/router /UPS etc.)
 4. Length of Fiber required for connecting the pole to Rack.
 5. Vendor need to provide the Pole(s)/tower(s) height & angle of elevation for getting clear line of sight between the sites.
 6. Vendor shall ascertain minimum distance between two identified sites.
 7. Vendor shall provide details of backhaul connectivity provider, the bandwidth (in mbps) intended to be provided by backhaul infrastructure, interfaces planned for backhaul connectivity and remote end, backhaul equipment details, any specific backhaul interfaces to be requested etc.
 8. Vendor shall provide details for any site where any Right of way is required. Also details of any defence establishment in between the sites.

9. Network topology/diagram, Finalization of pit Location for Pole(s), recording the Pole Length required for clear line of sight.
 10. Vendor shall check for lightning protection at the sites
 11. Availability of Power supply for devices in Rack and for communication unites.
 12. Vendor shall provide any dependencies on State and/or ERNET India
 13. Vendor shall provide details of any futuristic obstruction over period of time like a probable building if being constructed/ any trees in line of sight (a few feet extra space to be kept)
 14. Vendor shall check the need of repeater. If the repeater is required, repeater site need to be surveyed based on above mentioned applicable points.
 15. BoM and specification
 16. The vendor may provide any other relevant inputs/pre-requisite required for the deploying the solution
- b. Based on the physical site survey report(s) and other factors such as permission required for sites etc. Vendor should submit the project implementation plan (PIP) for each site within 10 days of accomplishment of the site visit.

PIP shall consist of at least following inputs

- a. **Site Completion Schedule** with planned dates for milestones such as
 1. Civil Work Completion, Backhaul Availability
 2. Installation start and end date, Commissioning Complete
 3. Vendor Testing Complete
 4. ERNET India acceptance Testing Start
 5. Review & Rework of documentation and reports -Training , Maintenance Start
 6. Periodicity and Date of Availability of Reports
 - b. Vendor may add more relevant inputs / information to PIP.
 - c. The PIP shall be submitted as a Gantt chart in spreadsheet.
- c. ERNET India may issue the PO to vendor once the physical site survey is completed along with submission of above mention reports and PIP.

v) **Civil and Electrical Works & Transportation**

- a. The vendor will be responsible for all the necessary civil works such as pit making, masonry works and pole installation. The pit making and pole installation request along with relevant details must be submitted to State for necessary approval from local authorities / states and must share a copy of same for purpose of information. The same must be attached as a part of Installation and Commissioning Report.
- b. The vendor will be responsible for provisioning of electrical wiring from the mains to the point of UPS installation (nearly 100 meter on an average) in each site.
- c. The vendor will be responsible for all necessary electrical related jobs to be conducted at the site relevant for FSO installation including essential earthing, lightning arrestor / other electrical safety equipment pertaining to installations etc.
- d. The vendor will be responsible for all the relevant material transportations required for FSO E2E integration & maintenance

vi) **Installation**

In order to install the FSO equipment on pole/tower:

- a. Vendor will make necessary survey related to alignment of FSO equipment, height of the pole(s)/towers(s) to place the FSO, the required depth of pole/tower inside the civil structure/ground to ensure the steadiness of pole/tower.

- b. Vendor will ensure the safe, steady & durable mounting and installation of FSO on the pole(s)/towers(s).
- c. The vendor will be responsible for placing the equipment (L2 switches, UPS, Batteries etc.) in a metallic safe rack with lock and key. It must be noted that all the equipment must be labelled and labels shall include IP address for applicable components.
 - i. The provisioning of rack safety, steadiness and hence its appropriate placement shall be ensured indoor and outdoor conditions.
 - ii. The rack shall have an End to End Setup Diagram picture with clear IP addresses in use

vii) **Integration**

- a. The vendor will perform the integration of its FSO equipment with Switches; switches connected to with the backhaul interfaces & L3 wireless routers as required.
- b. All offered equipment; software & components should support seamless inter-operability among them.

viii) To ensure “zero downtime” due to lack of electrical power supply, electrical power to the complete system must be connected via UPS with battery backup for uninterrupted continuous connectivity.

ix) **Acceptance Testing**

- a. No item with short supply or alternate product with different technical specifications shall be taken up for conduct of acceptance testing under any circumstances.
- b. The vendor is responsible for creating the User Acceptance Test (UAT) Plan. The vendor shall share the document for review well in advance (within 3 weeks of PO issue date) and shall re-work and add the inputs provided by ERNET India into final User Acceptance Test Plan. The final UAT plan shall be formally signed off after the review by ERNET India before the actual UAT is done by vendor. The UAT plan may be updated based on feedback/learnings from the implemented site(s).
- c. The vendor is responsible for showcasing the maximum pass results during user acceptance testing (UAT) to ERNET India and/or other designated officer by ERNET India.
- d. The methodology of UAT may be by physically visiting the site or any other manner as decided by ERNET team.
- e. The vendor shall create a UAT result report and if required share the appropriate logs for each of the test cases as a result of UAT.
- f. Vendor should obtain an acceptance testing certificate from the ERNET or designated official from ERNET, which will be submitted to ERNET India along with the bills.
- g. During the UAT, ERNET India reserves the right to reject any item, if found unsuitable and /or not conforming to the approved specifications. The rejected items, if any, shall have to be taken back and replaced by good items forthwith at the cost of the vendor. No payment will be made for rejected items and replacement
- h. Failure to fulfil any of the aforementioned conditions will entail cancellation of the Purchase Order along with forfeiture of the Performance Security. Further, ERNET India may procure same items from alternate sources at the risk and cost of the defaulting vendor.

x) **Training and Handover**

- a. This will include the submission of System Operation User Manual, Configuration & Maintenance Guide containing at least the following :
 - i. E2E setup diagram with configured IPs, components details and information, default settings/configurations, how to configure, restore the components & system.
 - ii. Information and snapshots of successful restoration of various components.
 - iii. Information about the LED indicators on all components in the system including FSO equipment & guidelines to find out successful restoration of each of them.
 - iv. FAQs about the failures scenarios & its recovery mechanisms do's and don'ts during emergency conditions, contact details of responsible engineers for support and maintenance.

- v. Steps for system software upgrades/downgrades for various components.
 - b. Vendor shall coordinate and organize hands on demo session as a part of training and handover on per site basis.
 - c. The training shall include the basic operations of installed equipment, supporting testing tools if any, day-to-day handling of equipment and basic level troubleshooting to the maximum of two member of each project location for one day. All the training materials will be provided by the vendor.
 - d. As a part of handover, Vendor shall share the list of materials and physically cross verify the same with the nominated state representative.
 - e. Vendor shall provide user manual in English & Hindi to end-users detailing operations of the equipment and on-site user level training at the time of installation after getting approval from ERNET. Also the Vendor has to perform the work of equipment tagging at all project sites.
 - f. On completion of training (scope as defined above) Vendor shall submit the detailed diagram/drawings & documentation of the project, training manual to the end user/ERNET India and obtain a certificate from the End user which will be submitted to ERNET India along with the bills.
- xi) **Analysis & Recommendation Reports** – To be submitted as per details mentioned in SLA section & List of deliverables
- xii) **Support and Maintenance**
 - a. The Vendor shall arrange for maintenance for a period of warranty from the dates of acceptance of the project with regard to rectification/removal of defects if any observed during this period. The comprehensive onsite warranty of 1 year shall begin from the date of acceptance of the site.
 - b. Warranty shall include free maintenance of whole equipment supplied with complete system including free replacement of faulty equipment/parts, free software upgrades/ updates/ renewals/ replacement of batteries. Any issue reported from site shall be attended to on immediate basis.
 - c. The Vendor is required to quote for Comprehensive AMC of two years on per year basis after warranty period is over. AMC should be quoted separately in commercial bid. AMC cost for two years will also be taken into account for commercial evaluation. However, award of AMC order will be at the discretion of ERNET India or its user(s).The offer received without quotes for Comprehensive AMC would be out rightly rejected. Vendor have to submit relevant proofs of back-to-back support purchased from respective OEM under warranty/AMC supports if so asked by ERNET, failing which the payment for such warranty/AMC period as per clause 15 (i) / (iii) will not be released.
 - d. AMC cost provided in percentage (in **Annexure -1C**) shall be quoted on basic cost of items excluding GST.
- xiii) Template of all the reports (as part of deliverables: clause 24) can be customized as per needs / requirements and dependencies arising during the operations.

24.LIST OF DELIVERABLES

Following is the list of deliverables anticipated from this project:

S.No	Phase /Task	Deliverable
1.	Offline and Physical site	Project implementation plan (with Site Completion Schedule & Site survey reports)

	Survey	
3	Implementation Phase	Materials at site Availability Report, Civil Works Completion Report Electrical Work Completion Report Installation And Commissioning Report Vendor Testing Completion Report
4	Acceptance Testing	UAT Results, Logs and Showcase of E2E execution of test cases
6	Training Phase	1. System Operation User Manual 2. Configuration & Maintenance Guide 3. Operational Training Session
7	Handover Phase	Demo List of All Materials categorized into Networking, Electrical, Civil, Others
8	Operations and Maintenance Period	Daily, Monthly & Annual Reports of Throughput along with visibility, Latency, Jitter, Link uptime, Link downtime. RCA (Root Cause Analysis) reports of link downtime to find out the source of degrade. Refer SLA clause to know actual frequency of report sharing.
9	Analysis & Recommendation Reports	1. This report shall consist of graphs, analysis and recommendation of Free space optics technology at a particular site. The recommendation shall be derived from the monthly reports & data shared during “operations and maintenance period” and any other related inputs from Vendor 2. The recommendation shall take into account E2E throughputs at various visibility/power levels at a site at various times of the day(s) in a year. It shall depict the detailed analysis of performance of Free space Optics solution based on a combination of minimum following factors such as : i. rain conditions (heavy, moderate, low) ii. fog conditions (dense, moderate, light) iii. temperature iv. smog iv. dust v. along with other factors such as availability and unavailability of internet connectivity from backhaul connections, vi. Free space optics equipment downtime due to h/w or s/w or configuration or upgrade issues or any other issues. 3. Analysis & Recommendation Reports need to be submitted monthly immediately after the completion of Installation and Commissioning of

		<p>equipment. This report shall be submitted for a period of 12 months to ERNET India team.</p> <p>4. It must be noted that these are very important reports to gauge the impact of weather in Indian climatic conditions</p> <p>Refer SLA clause to know actual frequency of report sharing.</p>
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25. INDEMNITY

The successful bidder shall indemnify the ERNET India/End-user departments against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied items and related services or any part thereof. ERNET India/End-user department stand indemnified from any claims that the Bidder's manpower may opt to have towards the discharge of their duties in the fulfilment 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 fulfilment 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 labour and other laws applicable in the matter and shall indemnify and keep indemnified the ERNET India/its customers against the effect of non-observance of any such laws.

26. 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 non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable situations 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.

27. TERMINATION FOR DEFAULT

- i) Default is said to have occurred
 - a) If the bidder fails to accept the purchase order(s)
 - b) If the bidder fails to deliver, install and commission any or all of the equipment/ services within the time period(s) specified in the purchase order or any extension thereof granted by ERNET India.
 - c) If the vendor fails to perform any other obligation(s) under the contract
- ii) If the Bidder, in either of the above circumstances, does not take remedial steps within a period of 10 days after receipt of the default notice from ERNET India (or takes longer period in-spice of what ERNET India may authorize in

98

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: a) forfeiture of its Performance Security and/or any due payment, b) imposition of liquidated damage as per clause 19 above or/and c) Initiate legal action as per rules/laws applicable iv) debarring/ blacklisting the Bidder.

iii) ERNET India may procure, upon such terms and in such manner, as it deems appropriate, goods similar to the undelivered items/products and the defaulting Bidder shall be liable to compensate ERNET India for any extra expenditure involved towards goods and services to complete the scope of work in totality.

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

28. 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 endeavours to complete the work in all respect. Disputes, if any, will finally be settled in the arbitration.

29. 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 document 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 document.

v) ERNET India, without assigning any further reason can reject the tender, in which any prescribed condition(s) is/are found incomplete in any respect.

30. 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.

31.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 & it's all customers against all losses and claims for injuries or damage to any person or property arising out of or in consequence of the construction and maintenance of the works by them and against all claims demands, proceedings, damages, loss charges and excesses whatsoever in respect of or in relation thereof.

32.DEFECT LIABILITY PERIOD

The Bidder shall arrange for maintenance for a period of warranty from the date/dates of acceptance of the link 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 three days from the time of reporting of fault, ERNET India/End user may at its discretion will have liberty to get such defects rectified at the cost and risk of the Bidder. Other penalties will continue to be applicable as defined in SLA clause.

33.WEEKLY PROGRESS REPORTS

At the outset of the works, the bidder will submit a weekly progress report using Time schedule / Gantt chart bringing out completion of various activities & milestones in the project. During the warranty period, vendor should give the presentation of the reports relating to operation and maintenance as described in section 24.

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.

34.MISCELLANEOUS

- i) The decision of ERNET India arrived at as above will be final and no representation of any kind will be entertained on the above. Any attempt by any bidder to bring pressure of any kind, may disqualify the bidder for the present requirement and the bidder may also be liable to be debarred from bidding for ERNET India RFPs in future for a period decided by ERNET India.
- ii) In the event of breach of contract as may be referred in various clause of this document, ERNET India reserves the right to withhold and/or forfeit any due payments and/ or Performance Security. ERNET India may take deemed suitable action such as debar and blacklist the bidder concerned for at least three years, for further dealings with ERNET India and further initiate legal action as per rules/laws applicable.
- iii) The bidder has to comply with the standard government guidelines / policy for such installation and non-disclosure requirements.
- iv) The methodology of installation work, to be adopted, has to ensure minimum damage to the existing finish and no loss to the aesthetic beauty of the floors & Walls. Any damage to the existing flooring / walls etc. shall be made good / restored as in original, by the bidder.
- v) All supporting documents/undertaking from the bidder should be in Original Ink Signed and stamped, duplicate copy of the same will not be accepted.
- vi) All Authorizations from the OEM should be in Original Ink Signed and stamped, duplicate copy of the same will not be accepted.

vii) No interest is payable on any security deposit (EMD, Performance Security etc.) submitted by the vendor.

viii) In case of any disagreement/dispute between vendor and ERNET India with regard to amount of penalty and/or any other deduction, decision of ERNET India in this regard will be final. Vendor agrees that it will never claim any interest damages etc. for any delay in payment.

Yours faithfully,



Registrar & CPO
ERNET India

Annexure-1A

BILL OF MATERIAL

S.No.	Item
1	FSOC Pair
2	Industrial Grade L2 Switch
3	Hybrid Solar Power UPS
4	Weatherproof rack/enclosure to safeguard from theft and protect equipment from Water ,Rain or Dust
5	Pole or Tower
6	Control computer
7	Industrial grade Outdoor Wifi router
8	Ethernet Tester Analyser
9	Weather, vibration and sway measurement kits
10	Resident Engineer (per month provisioning charges inclusive of all)
11	Any Additional Item
12	AMC Charges for 1st Year
13	AMC Charges for 2nd Year

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



Annexure-1B

S.No	Item	Technical Specification	Compliance (Yes/No)	If 'yes' give details & support documents & its Reference
1)	FSOC Pair	<ul style="list-style-type: none"> ○ Throughput: Minimum 1 Gbps in full visibility conditions ○ Operating Temperature: -10°C to +50°C ○ Link Management: SNMP, Alarms, logging ○ Class 1M Eye Safe ○ Auto configuration, automatic link recovery ○ IPv4 support minimum ○ SFP Ports 		
2)	Industrial Grade L2 Switch	<ul style="list-style-type: none"> ○ 24 x 10/100/1000 ports ○ 4 SFP ports ○ Layer 2 management and security with Layer 3 capabilities ○ Advanced L2 switching and security features ○ L2+ Static Routing ○ Console port with full CLI ○ Optional "standard mode" or "surveillance mode" management interface ○ Operation Temperature : -5 - 50°C ○ MAC Address: 16000 entries ○ Certifications : CE, FCC, C-Tick, VCCI, BSMI, CCC, Safety cUL, CB 		
3)	Hybrid Solar Power UPS	<p>Power</p> <ul style="list-style-type: none"> ○ 1 KVA with minimum 6 hour of backup time <p>Technology</p> <ul style="list-style-type: none"> ○ IGBT based True Online, DSP controller <p>Input</p> <ul style="list-style-type: none"> ○ Input System - Single phase & Earth Ground ○ Rated Voltage- 230 VAC ○ Power Factor - >0.97 (over 		

		<p>entire range)</p> <ul style="list-style-type: none"> ○ Input frequency-46 Hz to 54 Hz. ○ Input voltage range-120-300 VAC (Load Dependent) <p>Output</p> <ul style="list-style-type: none"> ○ Output System- Single Phase & Earth Ground ○ Rated Voltage- 230 VAC ○ Output Frequency - 50 Hz +/- 0.2 Hz. (free running) ○ Power Factor - ≥ 0.8 ○ Voltage Regulation- 1% or lower ○ THD- Harmonic distortion: $\leq 5\%$ (Non Linear Load), $\leq 3\%$ (Linear Load) ○ Inverter Overload Capacity- Inverter Mode - 110% 5min.; 150% to bypass after 5 sec. ○ Efficiency (AC to AC)- 85% or Higher (Battery & Mains Mode) ○ Batteries Voltage-36V (12V 65Ah 3nos.) <p>Battery</p> <ul style="list-style-type: none"> ○ Crest Factor- 3:1 or better ○ Input over and under voltage- UPS should be safe in case of high voltage, high current, high spike, high surges at the input. ○ Output over & under voltage- The load connected to UPS should be protected under any circumstance. ○ Interface Port(s)- SNMP ○ Noise Level-$< 45\text{dB}$ <p>Communicate & Interface</p> <ul style="list-style-type: none"> ○ LCD Display - Information for Load / Battery / Input / Output and Operating Mode ○ Audible Alarm- Actively Audible alarm for Utility Failed / Battery Low/ Overload Condition <p>Certification:</p>		
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		<ul style="list-style-type: none"> ○ ISO 9001, 14001 & 18001:2007, BIS & CE / EMC / Safety & RoHS <p>Others:</p> <ul style="list-style-type: none"> ○ Solar Management Unit ○ UPS system should be compatible with inbuilt solar charge controller. ○ Capacity of Solar Panel 600w ○ Priority Order: - Load should be on solar power, when the solar power is available. ○ Load should be on mains, when the Solar Power is not available. Load should be on battery, when both Solar Power & Mains power is not available 		
4)	Weatherproof rack/enclosure to safeguard from theft and protect equipment from Water, Rain or Dust	<ul style="list-style-type: none"> ○ Outdoor / Indoor cabinet (approximate size of 900mm X 900 mm X 600 mm or equivalent). ○ Cooling option : 4 fan provision on top panel ○ Lock and Key ○ Front and Rear Door ○ Load Bearing capacity > 25-30 KG 		
5)	Pole/Tower*	<ul style="list-style-type: none"> ○ Composite structure and longer service life ○ Robust in construction and sturdy design ○ Precisely engineered ○ Anti-Rust Coating 		
6)	Control computer	<ul style="list-style-type: none"> ○ Control Computer as the management station to configure and monitor the FSOC link during the pilot, including from a remote location. <ul style="list-style-type: none"> ➤ Intel I5 processor ➤ 4GB RAM ➤ 1 TB hard drive ➤ 10/100/1000M Ethernet interface ○ USB ports: 4. 		
7)	Industrial grade Outdoor Wifi router	<ul style="list-style-type: none"> ○ 5GHz/2.4GHz ○ AP / Client / Bridge / Repeater / AP Router / AP Client Router (WISP) operation modes. ○ Power over Ethernet 		

		<ul style="list-style-type: none"> ○ deployment and allows the device to be reset remotely ○ FCC, RoHS, IPX5 ○ IEEE 802.11ac/g/n ○ IP-67 rated ○ Support more than 200 users 		
8)	Ethernet Tester Analyser	<ul style="list-style-type: none"> ○ Traffic generating and analyzing at the data link (MAC) and network (IP) layers. ○ Getting and displaying statistics about traffic received and transmitted at the physical, data link, and network layer. ○ RFC-2544 measurements: Throughput, Latency, Frame Loss, Back-to- Back. ○ Copper cable faults diagnostics. ○ Ethernet loopback for physical, data link network and transport layers of the OSI model. ○ Bit Error Rate Testing (BERT). ○ Packet jitter measurements. IP testing (ping, traceroute, telnet/http requests). 		
9)	Weather, vibration and sway measurement kits	<ul style="list-style-type: none"> ○ Compatible with imperial and metric units of measurement. ○ Real-time wind updates; once every 16 seconds. ○ Weather forecast ability. ○ Set independent alerts for specific parameters relating to specific weather conditions. 		
10)	Resident Engineer	<ul style="list-style-type: none"> ○ Responsibilities as per Clause 21 (xv) ○ 2 Years of experience in networking ○ RE should be available as per the site requirement. ○ Work for office hours specified by ERNET India 		
11)	Any additional Item			
12)	AMC Charges for 1st Year	Comprehensive on-site		
13)	AMC Charges for 2nd Year	Comprehensive on-site		

Note 1 : It should be noted that some of the items such as, Site Survey, Report generation, Travel & Expenses , Shipping Costs / Import Costs, Training with Documentation, other necessary accessories such as Cables, Connectors, etc. and

Software have not been included in the above. Bidder may quote the price of such items/products/services inclusively in the above schedule.

(*) Per meter cost of the pole/tower should be quoted in **Annexure-1C**. Price of the pole/tower should be inclusive of civil work cost such as pit making, masonry works and pole installation, pit with appropriate earthing and lightning arrestor cost.



Annexure-1C

PRICE SCHEDULE FOR ITEMS AS AT ANNEXURE-1A

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-1A	Unit price (In INR)	Rate of GST	Amount of GST	Total unit price (In INR)	Remarks
Column #A	Column #B	Column #C	Column #D	Column #E	Column #F	Column #G
1.						
2.						
3.						
.						
.						
12.	AMC Cost for 1 st Year (in Rs. and Percentage)					
13.	AMC Cost for 2 nd Year (in Rs. and Percentage)					
Grand Total Value (in Rs.) Of Column (F) in figures						
(Rupees _____) in words						

Note: In above table, AMC cost in percentage shall be quoted on basic cost of items excluding GST.

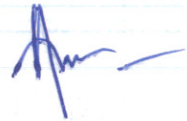
We (Bidder) hereby undertake and confirm that:

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 equipment and components quoted have 1 year 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 and 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, justification of same need to be provided by bidder.
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-2

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 affect of relieving the Bank. The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Owner may have in relation to the Contractors liabilities.

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

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

WITNESS

BANK

Signature _____

Signature _____

Name _____

Name _____
(Bank's Rubber Stamp)

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

Designation with Bank Stamp

Attorney as per Power of Attorney No. _____

Date: _____

Place :

Annexure-3

MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD

(To be stamped in accordance with stamp Act)

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

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

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

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 issued a tender no. _____ dated _____ and M/s. _____ (name, constitution and address) (herein referred to as the '**Bidder**', which expression shall unless repugnant to the context of meaning thereof, include its successors, administrator, executors and assigns) having made a Bid for the above-mentioned tender and the '**Bidder** have agreed to give Earnest Money Deposit of Rs. _____ to abide with the below mentioned conditions of the tender :

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

We _____ (name of the Bank) having our Registered Office at _____ and Corporate/Head Office at _____ (hereinafter referred to as the '**Bank**', which expression shall, unless repugnant to the context or meaning thereof, include the successors, administrators, executors and assigns) do hereby guarantee and undertake to pay at any time up to _____ (day/month/year including claim period) an amount of Rs. _____; to the Owner, within ten (10) calendar days from the date of receipt by us of your first written demand through hand delivery or registered A.D. Post or by speed post or by



courier, stating that "Bidder" has failed to perform its obligations under the tender. Aforesaid Payment will be made without any demur, reservation, contest, recourse or protest and/or without any reference to the **Bidder**. Any such demand made by the Owner to the Bank shall be conclusive and binding notwithstanding any difference between the Owner and Bidder or any dispute pending before any court, tribunal or any authority.

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

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

WITNESS

BANK

Signature _____

Signature _____

Name _____

Name _____
(Bank's Rubber Stamp)

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

Designation with Bank Stamp

Attorney as per Power of Attorney No. _____

Date: _____

Place:

Annexure-4

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.

In case of unregistered supplier, the vendor needs to submit a certificate duly certified by a Practicing CA, certifying that they are not required to be registered under GST law and they that will immediately intimate ERNET India, in case they obtain registration at a later date.

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 India 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-5

Integrity Pact

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

Preamble

ERNET India to monitor implementation of FSO solution projects under this contract through reputed system integrators who will be selected through the procurement process for Supply, Installation, Commissioning, Integration and Maintenance of FSO Infrastructure used for providing the connectivity to remote areas.

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 Bank Guarantee.

Section 5: Previous Transgression

- a. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the 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.

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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) accept that the Monitor has the right to access without restriction to all project documentation of ERNET including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
4. ERNET will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between ERNET and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of ERNET and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Director General, ERNET within 8 to 10 weeks from the date of reference or intimation to him by ERNET and, should the occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitle to compensation on the same terms as being extended to / provided to Director level in the ERNET India or as decided by Director General of ERNET India.
8. If the Monitor has reported to the Director General ERNET, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Director General ERNET has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural

Section 9 - Pact Duration

1. This pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract 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) _____
