

ERNET India

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

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

Dated: 10.11.2020

Due Date: 21.12.2020 & Time: 3:00 PM

Opening of Bids: 23.12.2020 & Time: 3:30 PM

**Subject: Invitation of Bids for Annual Maintenance Contract (AMC) of Virtual Classrooms
Teaching ICT Infrastructure– reg.**

Sir,

1. ERNET India, an Autonomous Scientific Society under Ministry of Electronics & Information Technology, Govt. of 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 also provides “C” Band based VSAT connectivity to the remote unconnected areas. ERNET India has implemented and operated **ERNET’s Smart Virtual Classrooms in 3204 Govt. owned / controlled schools & 50 District Institute of Education & training (DIET) in 7 pilot states of (Himachal Pradesh, Gujarat, Rajasthan, Tripura, Haryana, Andhra Pradesh and Tamil Nadu) with the focus to improve the quality of education to students from remote/ rural part of the country.** The technology involved in establishing a centralized control system at a data center which hosted the MCU, Streaming/ Recording server and associated component for multiparty audio/ video interaction among participating **schools/DIETs**. The Schools/DIETs have technology enhanced classrooms having **computer, electronic white board, HD webcam, projector, specialized software, interactive audio-video systems**, etc. Regular & Specialized faculty at DIETs have successfully been taking the lectures live through the use of technology to the other schools in that district as well as in the adjoining areas.
2. **ERNET India intends to empanel a bidder for operations & maintenance including repairs/replacement and preventive maintenance of Smart Virtual Classroom infrastructures provided in Govt. owned / controlled 3204 schools and 50 DIETs in seven states of Himachal Pradesh, Gujarat, Rajasthan, Tripura, Andhra Pradesh, Haryana and Tamil Nadu with the focus to improve the quality of education to students from remote/ rural part of the country. The project was aimed at creating a technology enhanced classrooms that foster opportunities for teaching and learning by integrating various ICT**



equipment, such as computers, electronic white boards, projectors, specialized software, interactive audio-video systems, etc.

3. The selected bidder shall be empaneled with ERNET India for a period of 36 months from the date of signing of agreement. However, the validity of empanelment may further be extended for a period of 6 months as decided through mutual consent and further approval of competent authority of ERNET India. This is to be noted that no minimum order value has been guaranteed by ERNET through this empanelment. Rates quoted shall be valid for the period of empanelment and the extended period, if any. The empaneled bidder shall have to enter into a written agreement with ERNET India to adhere all tender's terms and conditions for operations & maintenance support etc., in executing the purchase order(s) placed by ERNET India.
4. Sealed tenders are therefore, invited from the eligible bidders or their authorized representatives for empanelment w.r.t scope of work as defined in this document. Interested parties who wish to bid for the empanelment may collect Tender document in person against submission of a Demand Draft or Banker's Cheque of Rs. 5,000/- drawn in favour of "ERNET India", New Delhi from **Sh. Kishor Lala, Additional Director (Tech), ERNET India, 5th Floor, Block – I, A Wing, Delhi IT Park, Shastri Park, Delhi-110053, Ph: 011-22170575, kishor.lala@eis.ernet.in** as per the schedule detailed below:

1	Issuance of Tender Document	:	10.11.2020 to 16.12.2020 (between 11:00 AM to 4:00 PM)
2	Receipt of Queries		Up to 23.11.2020 by 11:00 AM (Queries after above date will not be entertained in any circumstances)
3	Pre-bid meeting	:	02.12.2020 (03:00 PM onwards An online meeting will be held and its link will be shared to only those who will share the Tender Fee Payment receipt.)
4	Response to Queries		By 09.12.2020 (on CPP Portal/ERNET India Website only)
5	Receipt of Bids	:	Upto 21.12.2020 by 3:00 PM at ERNET India, 5 th Floor, Block – I, A Wing, Delhi IT Park, Shastri Park, Delhi-110053
6	Opening of Bids	:	23.12.2020 (3:30 PM) at above ERNET India office.

Note 1: The Tender Document can also be downloaded from CPP portal/ERNET India Web site. In such case, an amount of Rs.5000/- in the form of Demand Draft/Banker's cheque drawn in favour of ERNET India would be required to be furnished along with the submission of the bid in big/outer envelope (i.e. **not inside** technical bid or commercial bid cover).

Note 2: The tender fee can also be paid through Electronic Clearing Service(ECS) or RTGS Facility. The details w.r.t same may be found at Annexure VI. The details of the payment should be emailed to kishor.lala@eis.ernet.in.

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

5. Bidders should note that any query related to any terms and conditions of the tender should be strictly submitted in person or through email (registrar@eis.ernet.in) to Registrar & CPO, ERNET India with due acknowledgement as per above schedule / details and no other form of communication will be accepted. The queries may also need to be copied to kishor.lala@eis.ernet.in. ERNET 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 to achieve the scope of work. The decision of ERNET India regarding acceptability of any suggestion shall be final in this regard and shall not be called upon to question under any circumstances. **Not more than two authorised persons from intending bidder's organization, who must have bought the tender before the pre-bid meeting, will be allowed to attend Pre Bid Meeting on production of receipt of payment made against tender fee to ERNET India.**
7. Response/ clarifications of Queries received within time frame as stated above shall be uploaded at CPP portal/ERNET India website. No reply in this regard shall be sent to individual bidders. Bidders are advised to keep visiting CPP Portal/ERNET India Website to keep track of updates/ notices during the complete tender process.
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. PROJECT BRIEF

A Worldwide mode of Education is witnessing transcending transformation towards digitization and use of various technologies. Tele education is no more a luxury, but a way of education which utilizes all forms of digital contents and delivers best of breed lecturers to the far flung areas using internet.

A similar and extremely successful attempt has been made by Ministry of Electronics and Information Technology (MeitY), Government of India by extending grant-in-aid support and nominating ERNET India as a turnkey project implementing agency for the project titled as **“Enabling all Schools with Smart Virtual Classroom facility- Phase I”** towards establishment of 3204 Smart Virtual Classrooms (SVC) in Schools and 50 high end Smart Virtual Classrooms in DIETs spread across 7 states i.e. Tamil Nadu, Andhra Pradesh, Gujarat, Rajasthan, Haryana, Himachal Pradesh and Tripura.



ERNET India has successfully implemented the aforesaid project and implemented Smart Virtual Classrooms in 3204 Govt. owned / controlled schools plus 50 DIETs in seven states of Tamil Nadu, Andhra Pradesh, Gujarat, Rajasthan, Haryana, Himachal Pradesh and Tripura with the focus to improve the quality of education to students from remote/ rural part of the country. The basic aim of the SVC project was to create technology enhanced classrooms that will foster opportunities for teaching and learning by integrating learning technology, such as computers, electronic white boards, projectors, specialized software, interactive audio-video systems, etc. Under the project, the operational usage training of SVC infrastructure is provided to the Schools and DIETs teachers where DIET is acting as a mentor. Regular & Specialized faculty is taking the lectures live to the other schools in that district as well as in the adjoining areas.

As part of the project, a Centralized control system was established in Delhi at ERNET's data centre which hosted the MCU, Streaming/ Recording server and other associated component for multiparty audio/ video interaction and also offline access of classroom sessions round the clock for learning / collaboration between all the stakeholders.

The project has been successful in **conducting more than 18,000 sessions benefiting more than 70 Lakh students and trained more than 65,000 teachers**. Apart from curriculum teaching sessions, multiple DIETs & Schools have also started using the Smart Virtual Classrooms towards objective/motive based lectures for students like **IIT-JEE/NEET preparation, Digital Literacy & Computer Awareness, B-Ed online lectures, Career counselling programs, awareness for Dengue, Awareness towards digital payments, Disaster management, E-waste management, Promoting Swachh Bharat Abhiyan, Yoga classes, Human rights related lectures, Skilling & its advantages, Science labs, etc.**

All the installed infrastructures across 3204 Schools, 50 DIETs and Central location are currently under operations and maintenance. ERNET India intends to empanel a bidder for operations & maintenance of Smart Virtual Classroom infrastructures for 3 Years beginning Jan 2021 onwards. The list of installed infrastructures at Central Location, at each school and DIET is mentioned in Annexure-I.

11. ELIGIBILITY CRITERIA

- i) The bidder should have valid ISO 9001:2008 or equivalent certification. Supporting documentary proof should be enclosed.
- ii) The Bidder should have been in the business of ICT infrastructure implementation/integration/maintenance related activities for at least past 3 years as on publication of the tender. The Bidder shall submit the declaration duly signed and stamped by Bidder's authorized signatory regarding these along with the documentary proofs in the bid.
- iii) Bidder should have experience of ICT O&M project in any government organization/reputed organization/Institution/University/PSU for at-least O&M for 100 sites for a period of 1 year. Bidder should submit the documentary proof in the form of a copy of purchase order and satisfactory service certificate from customer.

- iv) The bidder must not have been barred or black-listed by any of the departments/organizations/PSUs of the central/state govt. on the date of bid submission. A self-declaration certificate from the authorized signatory must be submitted.
- v) The bidder should have an average annual turnover of not less than Rs.2 Crore in any of the two FYs out of the FYs 2017-18, 2018-19 and 2019-20. The Bidder should have positive net worth as on 31st March, 2020. The bidder has to provide a certificate from a practicing Chartered Accountant on his letter head confirming average annual turnover, net profit, net-worth & annual turnover during FY 2017-18, 2018-19 and 2019-20.
- vi) The bidder should be a legal entity such as company/corporation/trust/society/partnership duly registered in India under the relevant act (s) with their registered office in India for at least last five years as on the date of bid submission. Copy of valid Certificate of Registration attested by authorized Signatory should be submitted by the bidders.
- vii) The bidder should have an office in the Delhi state/ NCR with support centers manned with their own qualified engineers across Project States i.e. Delhi/NCR (Central location), Himachal Pradesh, Gujarat, Tamil Nadu, Andhra Pradesh, Rajasthan, Haryana and Tripura with a Toll Free number. Supporting documentary proof should be enclosed.
- viii) The bidder should be able to provide support services for the preventive maintenance and faulty systems/subsystem of equipment in conformity with the SLA as defined in this tender document.
- ix) Under the AMC, all the replaced/upgraded parts/products, software & components should be original and same make and model. In case vendor intends to install higher version due to unavailability of same make & model, Prior written permission from ERNET India must be taken by the bidder. Undertaking on this should be provided by bidder.
- x) The bidders should give unconditional compliance of all the terms & conditions as mentioned in the Tender document.

Note: The Bidders are requested to furnish documents to establish their eligibility for each of the above clauses. Relevant portions, in the documents submitted in pursuance of eligibility criteria mentioned above, may be highlighted. If bids are not accompanied by all of the above documents mentioned, the same would be rejected. 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 fresh set of documents or seek clarifications on the already / submitted documents.

During any stage of verification / evaluation / assessment, if in case any information (including any document furnished by the bidder(s)) is found to be forged/ false, their bid may be summarily rejected, action shall be taken against them as per Annexure IV and no correspondence on the same shall be entertained.

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



12. 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, Second cover super scribing, “**COVER FOR PRICE BID**” **should consist of commercial offer strictly in the format available at Annexure – II. All the two covers (Technical bid and Commercial bid) should first be sealed separately,** and then should be kept **in a single sealed bigger cover.** This cover addressed by name to the officer signing this enquiry should be submitted before due date and time. All the covers should be clearly marked “**Bids for Annual Maintenance Contract (AMC) of Virtual Classrooms Teaching ICT Infrastructure**”.

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

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

“Bids for Comprehensive AMC of ICT Infrastructure for Virtual Classrooms teaching”
“Tender Enquiry No.: EI-D/SE&ET/SVC-AMC/10-001/2020
“Due Date & Time for Bids submission: 21.12.2020 by 3.00 PM”
“Due Date & Time for Opening of Bids: 23.12.2020 by 3.30 PM”

- iv) The Bids must reach the undersigned on or before the due date, i.e. **on 21.12.2020 by 3.00 PM.** 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.
- v) All rates for quoted services should be inclusive of all the charges (in Indian Rupee) for operation and maintenance at the premises of ERNET India/end user sites or at any other project states in India as and when specified by ERNET India. All prices shall be fixed and shall not be subject to escalation for any reason whatsoever. The rates must be quoted as per the Performa provided in Annexure-II. Bids not quoted in the specified format shall be out rightly rejected. Also, ERNET India reserves the right to correct any of the arithmetical and/or Tax errors in the bidder price bids, during evaluation of bids subject to the condition that in no circumstances, ERNET will be liable to pay any higher value against the grand total value (GTV) quoted by the L1 bidder.
- vi) Bidder should be registered under Goods and Service Tax (GST) and should comply with all provisions of GST. Rates should be quoted giving the basic price, Tax etc., if any as per



Annexure II. For other GST terms and conditions, Bidders should refer to Annexure V which must be duly signed and submitted along with the response.

- vii) **No deviations in terms & conditions** of the tender document will be accepted in any case subject to ERNET India's right.
- viii) This tender is being issued with no financial commitment & the Competent Authority of ERNET India reserves the right to cancel the tender at any time or change/modify/withdraw any part of this tender document at any stage, without assigning any reason, thereof.
- ix) Bidder shall sign all pages of the bid document including all enclosures to be submitted with the bid.
- x) The price shall be for any desired destination across Project States i.e. Delhi/NCR (Central location), Himachal Pradesh, Gujarat, Tamil Nadu, Andhra Pradesh, Rajasthan, Haryana and Tripura including complete operationalization and maintenance. In case of any discrepancy between rates mentioned in figures and words, the latter value shall prevail.
- xi) ERNET India reserves the right to define the number of sites as per the project requirements. ERNET India may place partial order and multiple in numbers during the year as per the requirement.
- xii) ERNET India may waive any minor infirmity or non-conformity or irregularity in a bid or may seek any clarification on the bids, if so desired. The decision in this regard shall be taken by the concerned evaluation committees & their decision will be final.
- xiii) Any attempt of negotiation direct or indirect on the part of the bidder with the authority to whom he has submitted the tender or authority who is competent finally to accept it after he has submitted his tender or any endeavor to secure any interest for an actual or prospective bidder or to influence by any means the acceptance of a particular tender will render the tender liable to be excluded from consideration. The decision of ERNET India in this regard will be final & conclusive and no queries/communication will be entertained in this regard.
- xiv) The bidder shall arrange for all the testing equipment and tools, cables, connectors, extension boxes etc. required during operation and maintenance.

13. **INSPECTION**

During the AMC Period, ERNET India or its representative shall have the right to inspect or to test the updated/replaced/renewal/upgraded parts/equipment/software to confirm their conformity to the specifications. The vendor 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 vendor shall replace the rejected goods/parts with the goods/parts in conformity with the specification at no additional cost to ERNET India. Any delay due to above shall attract relevant penalty clauses of the tender.



14. BID SECURING DECLARATION

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

15. PAYMENT TERMS

ERNET India shall release the payments on receipt of pre-receipted bill in duplicate as per the following schedule.

- i) Payments for yearly AMC will be released after deducting all penalties (if any) in 4 equal installments on quarterly basis over the period of AMC support upon successful completion of every quarter.
- ii) The payments will be made as per actual sites in the issued purchased order.
- iii) The due 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. In case funds from ERNET India customer institutes/organizations/departments, etc. is received in installments then release of payments will be prioritized on the basis of date of provisioning of services of the systems/items & ERNET India's decision in this regard will be final.

Note: All payments will be released subject to the condition that successful bidder has submitted the Performance Security equivalent to 10% of the total cost of the purchase order.

16. SERVICE LEVEL AGREEMENT (SLA)

- i) During AMC, the vendor shall be responsible for minimum uptime of 98% on 24x7 basis of the system as a whole and shall enter into a SLA for this purpose. The uptime will be calculated over a period of three (03) month time frame.
- ii) The permissible downtime of 2% will further be subject to a maximum downtime of 24 hours at a stretch at any instance. In case the same exceeds 24 hours at a stretch then penalty clause at Clause 17 below will be enforced. The same penalty clause will also be enforced in case the downtime exceeds the permissible total downtime as stated above in this clause.
- iii) Failure of any equipment / degradation of equipment performance such as UPS backup time will be treated as downtime of the system as a whole and attract SLA penalties.



- iv) The vendor will have to sign a SLA agreement on Hundred Rupee non-judicial stamp paper for honoring all SLA terms and conditions as specified in this tender and adherence to all aspects of fair trade practices in executing the purchase orders placed by ERNET India on behalf of its customer/users.

17. PENALTY CLAUSE AND LIQUIDATE DAMAGE FOR NON CONFORMANCE TO ABOVE SLA

For central Location:

- i) ERNET India will deduct Rs. 2000/- from the due payments or recovered from quarterly payments and/or performance security as the case may be for every 1 day of down time at a stretch or part there-off 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. 1000/- for every 2 hour of down time maximum upto 20 days at a stretch or part there-off from the due payments and/or available performance security.
- ii) In any case, if the equipment/solution is not made operational for 20 days from the time of reporting of fault, the performance security submitted by successful bidder to ERNET India may be forfeited/ invoked and ERNET India may proceed to get the work done at the vendor's risk and cost. Also any payments (payable to vendor) shall not be paid too & will be adjusted as penalty. This will be deemed to be an event of default/ breach of contract and ERNET India may terminate the contract along with debarring/ blacklisting the vendor concerned for at least one year, for further dealings with ERNET India.

For DIETs & Schools:

- iii) ERNET India may deduct Rs. 500/- from the due payments or recovered from quarterly payments and/or performance security as the case may be for every 1 day of down time at a stretch or in part up to total down time of 03 days. This down time shall be calculated over and above the total hours of downtime permissible. Beyond 03 days of down time, ERNET India may deduct Rs. 300/- for every 2 hour of down time maximum upto 20 days at a stretch or part there-off from the due payments and/or available performance security.
- iv) In any case, if the equipment/solution is not made operational for 20 days from the time of reporting of fault, the performance security submitted by vendor to ERNET India may be forfeited/ invoked and ERNET India may proceed to get the work done at the vendor's risk and cost. Also any payments (payable to vendor) shall not be paid too & will be adjusted as penalty. This will be deemed to be an event of default/ breach of contract and ERNET India may terminate the contract along with debarring/ blacklisting the vendor concerned for at least one year, for further dealings with ERNET India.

18. PERFORMANCE SECURITY

- i) At the time of signing of rate contract, the successful bidder shall be required to submit a rate contract security deposit (RCSD) of Rs. 5 Lakhs towards adherence of rate contract in the form of Demand Draft/ Pay Order/EM Fixed deposit/Bank Guarantee of any Nationalized/Scheduled commercial Bank taken in the name of ERNET India, New Delhi.



The submitted BG should be valid for a minimum period of 39 months from the date of signing of contract and may be invoked in the case of non-adherence of terms of tender/contract. In case of any extension in AMC period, successful bidder has to extend the validity of BG for such period plus 3 months on its own. In case bidder failed to extend the validity of already submitted BG (3 months prior to expiry) as per extended period plus 3 months, ERNET India reserves the right to invoke the BG without any notice to the vendor. The security deposit / BG will be returned after the successful expiry of rate contract period.

- ii) The successful bidder shall submit a Performance Security of 10% of the cost of the purchase order at every occasion within 15 days of the placement of purchase order. The Performance Security may be in the form of Demand Draft/Pay Order/Bank Guarantee of any nationalized/scheduled bank. The Bank Guarantee should be valid for the minimum period of its service liability (i.e. AMC period) + 3 months in respect of individual purchase orders. In case the successful bidder fails to deliver the AMC services with the stipulated period of time, the Performance Security submitted by the firm is liable to be forfeited. Performance Security shall be released immediately after the AMC service is over. No interest will be payable by ERNET India on the Performance Security.
- iii) The successful bidder has to ensure submission of all BGs as per the latest RBI guidelines.
- iv) Non submission of performance security as per above schedule may lead to cancellation of work order. Also any payment due on ERNET w.r.t work done by the bidder till such date will be forfeited.

19. Negotiations may be conducted as per allowable CVC guidelines and as per directions & approval of the Competent Authority in ERNET India.

20. CANCELLATION OF TENDER

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

21. ERNET India also reserves the right to modify/relax any of the terms & conditions of the tender by declaring / publishing such amendments in public domain i.e. on ERNET's website / CPP portal to keep prospective bidder informed about it.

22. ERNET India in view of projects requirement may reject any bid, in which any prescribed condition(s) is/are found incomplete in any respect and at any processing stage.

23. SPECIAL TERMS & CONDITIONS

- i) ERNET India reserves the right to change the requirement under this tender at any stage based on the project requirements and directions of end customers. ERNET India may place any short order / part order in multiples as per project requirement.



- ii) ERNET India will empanel only one bidder for the work and will award 100% work to the selected bidder.
- iii) In the event of transfer of ownership/management of the empaneled bidder, 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 as per latest guidelines of Government of India will apply. Bidder/vendor need to inform ERNET India whenever such a proceeding is being intended or initiated.
- iv) In case of Insolvency and Bankruptcy of the qualified bidder or empaneled bidder:
 - a) **At any stage** if the empaneled bidder becomes insolvent and bankrupt or files insolvency by self or imposed, the bidder has to immediately inform ERNET India within 07 days.
 - i) In such a scenario, **ERNET India has the right and may decide not to forfeit the submitted Security deposits.**
 - ii) In case the bidder **becomes insolvent and bankrupt or files for insolvency but fails** to inform ERNET India within 07 days of filing of insolvency/becoming insolvent, **ERNET India has the right and may forfeit the Security deposits, cancel the awarded POs & Rate Contracts.**
 - b) If the bidder becomes insolvent and bankrupt, **during the process of tendering and before the issuance of PO**, ERNET India may offer empanelment to L2 on L1's Price. If L2 agrees to accept the L1's price along with the acceptance of itemized price of the items offered by L1 within 7 days of offer & executes the RC as per the terms and condition of this tender, he will be empaneled & will be awarded 100% work. Else this process may continue with remaining qualified bidders (L3, L4..) in the order of the quoted pricing till empanelment is achieved.
 - c) In case the bidder becomes insolvent and bankrupt, **during execution of the work**,
 - i) To continue the execution of PO/RC, Bidder will have to produce a letter from RP/IRP that bidder/company has the requisite capability and all means to execute the project. ERNET India reserves the right to allow the bidder to execute the work w.r.t awarded PO, cancel the work order and a retender may be done.
 - ii) In case the Bidder is unable to produce such a letter/execute the work, ERNET India reserves the right to cancel the work order and get the work done as per its own discretion and forfeit security deposit, performance security or any due payment of the bidder.
- v) ERNET India may, at any time, terminate the purchase order by giving written notice to the selected bidder/ vendor without any compensation, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to ERNET India.
- vi) The vendor should not assign or sublet the work either in whole or in part of the ERNET's work order to any other agency in any form. Any such eventuality may result in termination of contract and forfeiture of Security Deposits concerning to vendor.



- vii) If bidder refuses to accept the work order within 07 days from the date of issue of purchase order from ERNET India, the offer would be treated as withdrawn and bidder will be debarred and blacklisted for at least one year, for further dealings with ERNET India.
- viii) In view of guidelines issued from ministry of finance, it is mandatory that all the Bank Guarantees submitted under this tender must be routed through Structured Financial Messaging System (SFMS) from issuing Bank to our Bank by sending IFN 760 COV Bank Guarantee Advice Message. Thereafter only physical Bank Guarantee will be acted upon. Our bank details for this purpose are: -

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

24. 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 or ask the Bidders to make Technical presentations 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. The names of technically short listed bidders will be announced to only those bidders whose bids will qualify for opening the Price/Commercial Bids.
- iv) 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 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

(L1) on the basis of lowest total value (Annexure-II). However, in case the price bid submitted by L1 bidder is not in conformity with the format given in the tender, the same shall be rejected and subsequently the L2 bidder will be considered as L1 for further consideration and so on so forth.

25. SCOPE OF WORK

- i) The vendor has to provide onsite Comprehensive maintenance of Infrastructure installed at Central Site, listed in Annexure-I. The vendor will also ensure to keep it operational over the existing Internet connection.
- ii) The vendor has to provide onsite Comprehensive maintenance of Smart Virtual Class rooms infrastructure installed at each school, listed in Annexure-I. The vendor will also ensure to keep it operational over the existing broadband Internet connection.
- iii) The vendor has to provide onsite Comprehensive maintenance of High-end Smart Virtual Class rooms infrastructure installed at each DIET (with two-way interactive facility), listed in Annexure-I. The vendor will also ensure to keep it operational over the existing broadband Internet connection.
- iv) The onsite comprehensive maintenance shall also include the replacement of defective parts/spares/software of the equipment mentioned in the Annexure-I. The vendor shall not claim the ownership of the replaced part/spares/software etc. under this contract.
- v) The vendor shall provide all assistance in up-gradation of hardware / software as and when required without any extra cost during the period of AMC.
- vi) The maintenance service by the bidder shall include quarterly preventive maintenance of all the equipments installed at each School/DIET and Central location listed in Annexure-I without any extra cost during the period of AMC.
- vii) The vendor has to maintain for electrical wiring provisioned from the mains of the building to the point of UPS installation in each DIET/ School without any extra cost during the period of AMC.
- viii) The vendor has to maintain extension of LAN point from the access switches to the point of endpoint/ Desktop installation in each DIET/ School without any extra cost during the period of AMC.
- ix) The vendor has to maintain/replace the all the associated accessories/cables/sockets of the Smart Virtual Classroom without any extra cost during the period of AMC.
- x) The vendor should provide maintenance services in conjunction with a set of best practices guidelines & industry standards for delivery of classes through virtual classroom.
- xi) The vendor has to provide maintenance services ensuring without any damage to the existing finish and no loss to the aesthetic beauty of the floors & Walls. Vendor shall liable to

compensate any damage caused by the vendor or its employees/agents during the performance of maintenance contract.

- xii) On completion of the quarter for AMC, the vendor should submit the Site Performance certificate along with preventive maintenance certificate issued by the End user, which will be submitted to ERNET India along with the bills.
- xiii) The vendor has to individually setup, maintain & manage a 24x7 help desk operations support with toll free number and Email-Id, automated complaint management system for complain booking, generation of token number, generation of multiple reports relating to operations support. Toll Free Helpdesk number and email ID should be prominently displayed in the smart classroom site. Every call to helpdesk should be recorded for quality and monitoring purpose with providing reference id with each call.
- xiv) The vendor must maintain a CRM and track the complaints from site on daily basis.
- xv) Vendor should submit a daily report on tickets handling; containing the information about all the booked tickets such as description of the tickets, action taken, ageing of tickets, priority etc. Vendor should also arrange weekly meeting with ERNET India to discuss the logged tickets, progress and future plan activities for proper maintenance of each of the assigned sites.
- xvi) Vendor should maintain a stock register, having the list of updated software/equipment items, serial number, version etc. for each assigned site. Vendor should submit the updated stock register on monthly basis to ERNET India.
- xvii) The Vendor needs to quote the cost of resident engineer as a separate line items in Annexure-II. ERNET India may place the resident engineer at Central location/DIETs/any project location based on the project requirement. The resident engineer should be engineering graduate / MCA / MSc (IT/CS) with two years of experience in handling ICT set-up or diploma with five years of experience in handling ICT. The resident engineer will work for an 8 hour shift as may be specified by ERNET team and will be responsible for following:

Responsibility of Resident Engineer posted at Central site: -

- a) To monitor all the installed devices on a daily basis for ensuring up & running of all the servers.
- b) To generate and provide the reports on smart classroom sessions/ system uptime on daily / weekly /monthly or as per requirement of ERNET.
- c) To take care of installed equipment and timely upgradation of software/patches with the permission from ERNET at central site.
- d) To Create and manage the Video conferencing user ID as per approval from the ERNET.
- e) To check all the working of installed infrastructure on regular basis.
- f) To ensure the proper utilization of all the equipment installed at central site.
- g) To provide support to end user School/DIET for any issue related to the central site.
- h) To check the available bandwidth status (Upload/download speed) and send the report to ERNET on a daily basis.
- i) To monitor all the scheduled session for ensuring proper session.



Responsibility of Resident Engineer posted at DIET: -

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

Note: Non-compliance of any of the above clauses will amount to violation of SLA terms and no payment will be made for the period of default.

26. INDEMNITY

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



27. FORCE MAJEURE

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

28. TERMINATION FOR DEFAULT

- i) Default is said to have occurred
 - a) If the bidder fails to deliver AMC Services of the software/equipment within the time period(s) specified in the purchase order or any extension thereof granted by ERNET India.
 - b) If the bidder fails to perform any other obligation(s) including but not limited to SLA under the contract.
 - c) If the bidder fails to accept the purchase order(s).
- ii) If the bidder, in either of the above circumstances, does not take remedial steps within a period of 15 days after receipt of the default notice from ERNET India (or takes longer period in spite of what ERNET India may authorize in writing), ERNET India may terminate the purchase order in whole or in part. In addition to above, ERNET India may at its discretion also take the following actions: i) forfeiture of its Security Deposit and/or any due payment, ii) Initiate legal action as per rules/laws applicable iv) debarring/ blacklisting the bidder.
- iii) If bidder refuses to accept the purchase order within 15 days or any extended period from the date of issue of purchase order from ERNET India, the offer would be treated as withdrawn and this will be termed as violation of PO & non adherence of rate contract, entire amount of RCSD will be forfeited & further action for termination of default may be processed. ERNET India reserves the right to take any action as deemed suitable including debarring and blacklisting of bidder for at least one year, for further dealings with ERNET India.
- 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. Refer for more details "as per clause 23(iv)" bankruptcy or insolvency procedure.

- v) ERNET India may, at any time, terminate the specific or all purchase order(s) by giving written notice to the selected bidder without any compensation, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to ERNET India.

29. ARBITRATION

- i) Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof which cannot be amicably resolved between the parties; within 90 days from the date of raising of dispute by any of the party; shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.
- ii) The venue of Arbitration shall be Delhi.
- iii) The law governing arbitration shall be Arbitration and conciliation Act, 1996.
- iv) The language of the arbitration shall be English.
- v) Pending reference to arbitration, the parties shall make all endeavors to complete the work in all respect. Disputes, if any, will finally be settled in the arbitration.

30. APPLICABLE LAW

- i) The bidder shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.
- ii) All disputes in this connection shall be settled in Delhi jurisdiction only.
- iii) ERNET India reserves the right to cancel this tender or modify the requirement without assigning any reasons. ERNET India will not be under obligation to give clarifications for doing the aforementioned.
- iv) ERNET India also reserves the right to modify/relax any of the terms & conditions of the tender.
- v) ERNET India, without assigning any further reason can reject any tender(s), in which any prescribed condition(s) is/are found incomplete in any respect.
- vi) ERNET India also reserves the right to empanel on quality/technical basis, which depends on quality/capability of the system and infrastructure of the firm. Bidder(s) are, therefore, directed to submit the tender carefully considering the complete technical features of the products/systems installed as well as other documents required to access the capability of the bidder.

31. 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.

32. DAMAGE TO PERSON AND PROPERTY

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

33. DEFECT LIABILITY PERIOD

The bidder shall arrange for maintenance for a period of AMC from the date/dates of issuance of purchase order 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 SLA time period mentioned in clause number 16, ERNET/End user shall be at liberty to get such defects rectified at the cost and risk of the bidder.

34. MISCELLANEOUS

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



if so desired by ERNET India. ERNET India shall in no event be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

- vi) In the event of breach of contract as may be referred in various clause of this tender, ERNET reverses the right to withhold and/or forfeit any due payments and/ or Security Deposits. ERNET may also debar and blacklist the bidder concerned for at least one year, for further dealings with ERNET India and further initiate legal action as per rules/laws applicable.
- vii) Under the comprehensive AMC, bidder shall ensure replacement of faulty equipment/spares/software are original and in conformity with the same/higher specification mentioned in Annexure – I. ERNET India reserves the right to reject any replaced item, if found unsuitable and /or not conforming to the specifications. The rejected items, if any, shall have to be taken back and replaced by good items forthwith at the cost of the vendor. Due penalty for the site would be calculated as per clause 17. Any non-compliance or report of such non – compliance may eventually result in termination of contract and forfeiture of Security Deposits of the vendor.
- viii) During the AMC Period, apart from adherence to time schedule the bidder shall strictly adhere to quality norms applicable. In case of delay and/or non-adherence to the norms as set in the PO/tender, suitable penalty clauses as per PO/tender will be attracted.
- ix) 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



Bill OF Material

S. No.	Item Description	Qty.
Infra to be covered under AMC at Central Site		
1	High Definition Multipoint Control Unit (HD-MCU) in High Availability (1+1) with 3500 Software based Video Conferencing Desktop Clients with Firewall Traversal, Make & Model: Vidyo Router XL Server with UHD Vidyo Line License	4
2	User Registration Server and application for scheduling and management of Classes, Make & Model: Vidyo Portal XL Server	2
3	Gatekeeper / Call Control, Make & Model: Vidyo Gateway XL	10
4	Computer Server, Make & Model: HP DL 160 Gen9	1
5	Ethernet Switch, Make & Model: HP 2530 24G	1
6	Recording & Streaming Solution, Make & Model: Vidyo Replay	3
7	Management Console Laptop, Make & Model: Acer TMP 246	2
8	Professional Video Conferencing End points/ Codec including camera, microphone and speaker, Make & Model: Vidyo Room HD 230	1
9	40" Full HD Display screen, Make & Model: Samsung DB 40D	1
10	L3 Switch, Make & Model: Cisco 3750	2
11	HP NAS +4 HDD, Make & Model: HP Store easy 1650	1
12	Firewall Make & Model: FortiGate 200E	1
13	2TB SAS 7.2K Make & Model: HPE 2TB SAS 7.2K LFF SC DS HDD	2

Infra to be covered under AMC in Each School		
1	Professional Desktop, Make & Model: Acer Veriton M200 H81 with table & speaker	1
2	USB Web Camera and Mic for Desktop, Make & Model: Logitech C930e	1
3	Electronic Interactive Whiteboard, Make & Model: BRIO Touch Ceramic 80	1
4	Short Throw Projector, Make & Model: Globus Ultra W30 ST	1
5	1 KVA online UPS with 01 hour battery backup, Make & Model: Uniline GreenLine	1
6	Handheld mic Make & Model: Sennheiser Dynamic Vocal Microphone e-825-S	1
Infra to be covered under AMC in Each DIET		
1	Professional Video Conferencing End points/ Codec including camera, microphone and speaker, Make & Model: VidyoRoom HD 230	1
2	40" Full HD Display screen, Make & Model: Samsung DB 40D	1
3	Content Sharing Tool (Hardware/ Software) along with above, Make & Model: Vidyo	1
4	Professional Desktop, Make & Model: Acer Veriton M200 H81 with table & speaker	1
5	Electronic Interactive Whiteboard, Make & Model: BRIO Touch Ceramic 80	1
6	Short Throw Projector, Make & Model: Globus Ultra W30 ST	1
7	1 KVA online UPS with 01 hour battery backup, Make & Model: Uniline GreenLine	1
8	Collar mic: Make & Model: Revolabs xTag Wireless Microphone System	1

Resident Engineer		
1	Resident Engineer	1

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

To,

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

Tender No. _____ Date of Opening

We hereby confirm that the 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 Available at Central Location	Quantity	Price (In INR) Per Year for the next three years	Rate of GST	Amount of GST	Total price (In INR)
Column #A	Column #B	Column #C	Column #D	Column #E	Column #F	Column #G
1.	High Definition Multipoint Control Unit (HD-MCU) in High Availability (1+1) with 3500 Software based Video Conferencing Desktop Clients with Firewall Traversal, Make & Model: Vidyo Router XL Server with UHD Vidyo Line License	4				
2	User Registration Server and application for scheduling and management of Classes, Make & Model: Vidyo Portal XL Server	2				
3	Gatekeeper / Call Control, Make & Model: Vidyo	10				

	Gateway XL					
4	Computer Server, Make & Model: HP DL 160 Gen9	1				
5	Ethernet Switch, Make & Model: HP 2530 24G	1				
6	Recording & Streaming Solution, Make & Model: Vidyo Replay	3				
7	Management Console Laptop, Make & Model: Acer TMP 246	2				
8	Professional Video Conferencing End points/ Codec including camera, microphone and speaker, Make & Model: Vidyo Room HD 230	1				
9	40" Full HD Display screen, Make & Model: Samsung DB 40D	1				
10	L3 Switch, Make & Model: Cisco 3750	2				
11	HP NAS +4 HDD, Make & Model: HP Store easy 1650	1				
12	Firewall Make & Model: FortiGate 200E	1				
13	2TB SAS 7.2K Make & Model: HPE 2TB SAS 7.2K LFF SC DS HDD	2				
	Total Value –T1 (in Rs.)					

S.No.	Item Description Available at School	Quantity	Price (In INR) Per Year for the next three years	Rate of GST	Amount of GST	Total price (In INR)
Column #A	Column #B	Column #C	Column #D	Column #E	Column #F	Column #G
1.	Professional Desktop, Make & Model: Acer Veriton M200 H81 with table & speaker	1				
2	USB Web Camera and Mic for Desktop, Make & Model: Logitech C930e	1				
3	Electronic Interactive Whiteboard, Make & Model: BRIO Touch Ceramic 80	1				
4	Short Throw Projector, Make & Model: Globus Ultra W30 ST	1				
5	1 KVA online UPS with 01 hour battery backup, Make & Model: Uniline GreenLine	1				
6	Handheld mic Make & Model: Sennheiser Dynamic Vocal Microphone e-825-S	1				
	Total Value –T2 (in Rs.)					

S.No.	Item Description Available at DIET Location	Quantity	Price (In INR) Per Year for the next three years	Rate of GST	Amount of GST	Total price (In INR)
Column #A	Column #B	Column #C	Column #D	Column #E	Column #F	Column #G
1.	Professional Video Conferencing End points/ Codec including camera, microphone and speaker, Make & Model: VidyoRoom HD 230	1				
2	40" Full HD Display screen, Make & Model: Samsung DB 40D	1				
3	Content Sharing Tool (Hardware/ Software) along with above, Make & Model: Vidyo	1				
4	Professional Desktop, Make & Model: Acer Veriton M200 H81 with table & speaker	1				
5	Electronic Interactive Whiteboard, Make & Model: BRIO Touch Ceramic 80	1				
6	Short Throw Projector, Make & Model: Globus Ultra W30 ST	1				
7	1 KVA online UPS with 01 hour battery backup, Make & Model: Uniline GreenLine	1				
8	Collar mic: Make & Model: Revolabs xTag Wireless Microphone System	1				

Total Value T3 (in Rs.)						

S.No.	Item Description	Quantity	Price (In INR) Per Year for the next three years	Rate of GST	Amount of GST	Total price (In INR)
Column #A	Column #B	Column #C	Column #D	Column #E	Column #F	Column #G
1.	Per Year Resident Engineer Cost for next three years					
Total Value T4 (in Rs.)						

Grand Total Value in Rs. (T1+T2+T3+T4)						
(Rupees _____) in words						

We (bidder) hereby undertake and confirm that:

1. Prices are inclusive of all charges and taxes/ duties there on at user sites. Payment will be subject to deduction of TDS.
2. Unit Prices are inclusive of installation, delivery, transit insurance charges, etc. of the replaced items if any and custom duty (if applicable).
3. All the prices are quoted in the format as above provided by ERNET India failing which the bid will be rejected out rightly. Also any conditional Price Bid will be rejected.
4. It is hereby confirmed that we have understood the terms and conditions of the tender and have thoroughly examined specifications and are thoroughly aware of the nature of goods/services required and our offer is to supply goods/services strictly in accordance with the requirement and terms and conditions of the tender. We agree to abide by the terms and conditions of the tender if the contract is awarded to us.
5. We hereby offer to supply the goods/services detailed above or such portion thereof as you may specify in the purchase order at the price quoted/ accepted and agree to hold this offer open for acceptance for a period of 180 days from the date of opening of bid.

(Signature and seal of Manufacturer/Bidder)

Dated _____ 2020



MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

(To be stamped in accordance with stamp Act)

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

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

To,

The Registrar & CPO
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 Guranatee towards Performance of the entire Contract equivalent to Rs. _____ (amount of BG) (i.e. _____ per cent of the said value of the Contract) to the Owner.

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

The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the



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

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

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

WITNESS

BANK

Signature _____

Signature _____

Name _____

Name _____
(Bank's Rubber Stamp)

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

Designation with Bank Stamp

Attorney as per Power of Attorney No. _____

Date: _____

Place :



Bid Securing Declaration Form

Date: _____

Tender No.

To,

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

I/We. The undersigned, declare that:

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

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

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

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

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

Name: _____ (insert complete name of person signing the Bid Securing Declaration) Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

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

Corporate Seal (where appropriate)



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.

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.

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.

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.

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.

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



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

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

DETAIL OF ACCOUNT HOLDER & BANK ACCOUNT: -

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

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