

No. EI-C/GA/02/0001/2020-EGC-DG

**ERNET India**

(An Autonomous Scientific Society under Ministry of Electronics and  
Information Technology, GoI)  
3<sup>rd</sup> Floor, IITM Research park,  
Taramani, Chennai

**Tender No.** EI-C/GA/02/0001/2020-EGC-DG

**Dated:** 30.09.2020

**Due Date:** 21-10-2020 Time 3.00 P.M.

**Opening of Bids:** 21-10-2020 Time 3.30 P.M.

To

**Subject: Invitation of Bids for Supply / Installation of LiFi Development Hardware – reg.**

Sir/Madam,

**ERNET India**, an Autonomous Scientific Society under Ministry of Electronics and Information Technology, Govt. of India, ERNET India is a nodal network for integrating education & research institutions in the country. ERNET India operates nationwide terrestrial and satellite network serving premier academic and research institutions across the country.

2. 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 government. ERNET India is also providing Internet & other VPN access services to various Institutions, universities, colleges, departments and organizations of central / state government. ERNET India is focusing in research and development in the emerging areas like Internet of Things (IoT), Light Fidelity (LiFi), Free Space Optics (FSOC), Virtual Reality & Augmented Reality etc.,

3. As part of R&D project, ERNET Chennai is intend to setup LiFi Multi-user testbed to carry out the various experiments like indoor performance study (i.e Data rate, Handover & Interferences), design/implementation of Hybrid LiFi-WiFi and Link aggregation including application use case deployments.

4. Sealed tenders are therefore, invited from the eligible manufacturers or their authorized representatives to award the work of supply, Installation & Commissioning of LiFi hardware as per conformity with Scope of Work & Technical Specifications as per Annexure-I.

Important timeline of the tendering process are detailed below:

1.	Issue of Tender	:	30.09.2020
2.	Receipt of Bids	:	Upto 21-10-2020 by 3:00 PM at ERNET India, 3 <sup>rd</sup> Floor, IIT Madras Research Park, Taramani, Chennai-600113
3.	Opening of Bids	:	21-10-2020 by 3:30 PM at above ERNET office

## 5. ELIGIBILITY CRITERIA

The Bidder must meet all of the following eligibility requirements. Non-compliant tenders shall be liable for rejection.

- i) The bidder should be a Company registered in India under the Indian Companies Act 1956 or a partnership firm registered under the India Partnership Act 1932. The bidder should have registered office in India for the last five years as on the date of bid submission.
- ii) The products being quoted by the bidder should not have been declared as at “end-of-sale” and “end-of-support” by the respective OEM/manufacturer. Undertaking to this effect must be submitted from OEM. The bidder should also submit valid letter from the OEMs confirming following:
  - Authorization for bidder to bid against this tender specifically.
  - Undertake that the support including spares, upgrades, software updates, etc. for the quoted products shall be available for next 5 years from the date of successful installation & acceptance of the project and will support ERNET or any government agency for the period of minimum 5 years or end-of-support. Also undertake that in the event of OEM Company being taken over by another company/any other legal entity, the OEM Company must pass on all obligations under this contract to the new company under intimation to ERNET India.
  - Undertake that equipment supplied by the OEM should be transferrable to any other government agency at a later date along with warranty/AMC benefits.
- iii) Bidder should have the experience of successfully executing indoor LiFi deployment project and must enclose relevant copies of the customer purchase orders, scope of work, deliverables, time period of execution, project value and satisfactory work completion certificate from client.
- iv) The bidder may be asked to present about and demonstrate the offered product(s) at a short notice of 07 days during the technical evaluation. An undertaking confirming the same should be submitted in this respect.
- v) The bidder/OEM/manufacturer should have a system to register service/complaints. Documentary proof along with undertaking to this effect should be submitted.
- vi) All offered products components should be as per IEEE standards, wherever applicable and other standards mentioned in the respective specifications. An undertaking to this effect should be submitted by the bidder.



- vii) The bidders should give clause-by-clause compliance for the technical specification of the equipment along with cross reference of individual points from product data sheet/ literature and to be submitted in their technical bids. Also give unconditional compliance of all general and special terms & conditions as mentioned in the Tender document.
- viii) Bidder should submit un-priced bill of material as part of the technical bid with exact make & model.
- ix) The bidder should not have been barred or black-listed by any of the departments/organizations/PSUs of the central/state govt. on the date of bid submission. A self-declaration certificate from the authorized signatory should be submitted.

*Note: 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 would be liable for rejection. Undertaking for subsequent submission of any of the above document will not be entertained under any circumstances. However, ERNET India reserves the right to seek clarification, as per their discretion.*

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

#### **6. GENERAL CONDITIONS**

- i) The bidder must be a eligible manufacturer or his authorized representative of the type of product offered. The authority from the manufacturer/OEM/distributor must be submitted along with the bid. **The bids received without authority will liable to be rejected.**
- ii) Sealed bids are invited in two part format (Technical bid and Commercial bid) in two separate sealed covers with both the covers to be sealed in a single cover. First cover indicating “**COVER FOR TECHNICAL BID**” should consist of following,
  - a) Submission of Bid Declaration Form
  - b) Document proof to meet the hardware spec. (Refer Annexure-I) & unpriced bill of materials quoted by the bidder.
  - c) Requisite supporting document to meet the eligibility criteria as per item S.No.5.
  - d) Bidders profile (legal entity), Contact Details viz. name, email, phone/fax, address for escalation of complaints (escalation matrix)
  - e) Copy of the Bidders entity Registration/Incorporation, PAN, GST Registration certificate, etc.,
  - f) An undertaking must be submitted along with the technical bid as a token of acceptance of all the terms & Conditions of bid documents.
  - g) Submission of bank account details along with the copy of cancelled cheque.

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

The second cover indicating “**COVER FOR FINANCIAL BID**” should contain:

- a) Price of the items given at Annexure II. Rates/cost to be quoted as per Annexure-II only.

**Note: All the documents submitted (Original or Photocopy) in the bid must be legible & self-attested with company seal. Otherwise the bid is likely to be rejected.**

- iii) Both the covers should first be sealed separately, and then both the covers should be kept in a single sealed cover superscripted with **“Bids for Supply / Installation of LiFi Hardware and it should be submitted to the “ERNET India, 3<sup>rd</sup> Floor, IIT Madras Research Park, Kanagam Road, Taramani, Chennai-600113”** on or before due date and time of tender i.e. 21-10-2020 by 3.00 p.m. In case of any missing information/document on the above, the bid is likely to be rejected
- iv) Bids should be valid for a minimum period of 180 days from the due date. In exceptional circumstances, the ERNET India may request the Bidder(s) for an extension of the period of validity of the bid. The request and the responses thereto shall be made in writing and transmitted through speed post/registered post/courier/Email/fax. The validity of Bid Securing Declaration shall also be required to be suitably extended.

ERNET reserves the right to award the same work with some variance in quantity of the equipments within 18 months from the issuance of the first PO at the same rates and terms and conditions as accepted under this tender.

- v) Tender/Bids completed in all aspects placed in the sealed envelope should bear the inscription  
**“Bids for Supply / Installation of LiFi Hardware”**  
**“Tender Enquiry No.: “EI-C/GA/02/0001/2020-EGC-DG”**  
**“Due Date & Time: 21-10-2020 (3.00 PM)”**  
**“Due Date & Time for Opening of Bids 21-10-2020 (3.30 PM)”**
- vi) The Bids must reach the undersigned on or before the due date, i.e., on 21-10-2020 by 3.00 P.M. Bids received after the due date & time will be rejected. In the event of due date being a National or public or declared Holiday for Central Government offices, the due date for above schedule activities will be the following working day at the appointed time & venue.
- vii) All rates should be quoted in Indian Rupées for delivery at the premises of ERNET India, Chennai or other ERNET locations (Delhi/ Bangalore) free of charge. All prices shall be fixed and shall not be subject to escalation of any description. The rates must be quoted as per the Performa provided in **Annexure-II** and accordingly price comparison will be made.
- viii) Bidder(s) should be registered under Goods and Service Tax (GST) and should comply with all provisions of GST. Rates should be quoted giving the basic price, GST etc., if any as per Annexure-III.
- ix) ERNET India reserves the right to accept or reject any bid or cancel the tender proceedings without assigning any reason whatsoever. ERNET will also have the right to reject the components / equipment supplied if it does not comply with the specifications at any point of installation / inspection
- x) The bidders should quote the products strictly as per the tendered specifications Annexure – I, giving models, make and exact specifications. All the technical literature for the products offered by the bidder should be enclosed in the bid. **Quotations with incomplete technical details shall be rejected.**



- xi) 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. Bidder should quote for all the items as mentioned in the annexure – I and shall sign all pages of quotation and drawings forwarded with the quotation. Partial submission of bids will be liable for rejection. The bidder must quote for all the items as mentioned in the Annexure-I. The bids not quoting all the items and/or quoted zero value against any item of Annexure-I will be summarily rejected. ERNET India reserves the right to order the line items in any set of combinations depending upon the requirement.
- xii) Any attempt of negotiation direct or indirect on the part of the tenderer 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 tenderer 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.
- xiii) The bidders will have to arrange for all the testing equipment and tools, cables, connectors, extension boxes etc., required for installation, testing, maintenance etc.
- xiv) **Opening of Bids:** The technical bids received within due date will be opened by ERNET India in the presence of bidders or their authorized representatives, if any, who chose to attend, on scheduled due date & time. A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.
- xv) ERNET India may waive any minor infirmity or may seek any clarification, if so desired. The decision in this regard shall be taken by the concerned evaluation committees & their decision will be final.

## 7. 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 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 with the goods in conformity with the specification required free of cost to ERNET India within 15 days from the time of reporting. Any delay due to above shall attract relevant penalty clauses of the tender.

## 8. BID SECURING DECLARATION (EARNEST MONEY DEPOSIT DECLARATION)

Bidders to sign a Bid security declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of time specified in the request for bids document from being eligible to submit Bids for contracts with the entity that invited the Bids.

Bidder has to sign the declaration at Annexure – “IV”



**Note:** Bid Security Declaration must be submitted along with in the Technical Part of the Bid. Non-submission of Bid Security Declaration will be treated as non-responsive of the bid and bid will be rejected.

#### **9. PERFORMANCE SECURITY**

- i) The successful bidder should submit the Performance Security of amount equal to 10% of the PO value within 15 days after the placement of purchase order for execution of project. The Performance Security amount should be directly transfer through RTGS/NEFT in ERNET INDIA's SB A/c No. 33892412527, State Bank of India, Kashmere Gate, Delhi, Branch Code-Branch 005715, IFSC Code - SBIN0005715, MICR Code – 110002051 and inform UTR number to ERNET India or in the form of Demand Draft/Pay order in favour of ERNET INDIA payable at New Delhi.
- ii) Non submission of performance security as per above schedule may lead to cancellation of Purchase Order. Also any payment due on ERNET w.r.t work done by the bidder till such date will be forfeited.

#### **10. PAYMENT TERMS**

- i) The 95% 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, testing, training & acceptance of the LiFi hardware with pre-receipted bill in duplicate.
- ii) The balance 15% ( i.e. 10% performance security plus 5% retained at the time of payment) of the value of purchase order after deducting all penalties (if any) would be released after the completion of warranty period (2 years).
- iii) The payments will be made as per actual supplied/installed/consumed quantities/items along with due acceptance testing of ERNET India.
- iv) All the payment shall be made through RTGS/NEFT into the firm's bank account only after submission of pre-receipted bill.

**Note: Payment will be subject to TDS and or GST terms, applicable as per Government norms. The GST terms as at Annexure –III shall be complied by the bidder.**

#### **11. WARRANTY**

Warranty shall include free comprehensive maintenance of the whole equipment supplied including free replacement of parts free software upgrades. The defects, if any shall be attended to on immediate basis but in no case any defect should prolong for more than 15 days from the time of reporting of fault. Any delay due to above shall attract relevant penalty clauses of the tender. The Comprehensive Warranty shall be for a minimum period of two years from the date of acceptance of the equipment by ERNET India.



## **12. DELIVERY AND INSTALLATION PERIOD**

- i) The supply, Installation, Delivery & testing of LiFi development hardware should be completed within 10 weeks from the date of issuing of purchase order. Any delay by the vendor due to reasons attributable to him in the performance of delivery of items shall attract imposition of liquidated damage as per para 13 below or cancellation of the purchase order for default or both.
- ii) All the expenses involved in shipping the equipment to the sites specified by ERNET India will be borne by the vendor. All aspects of safe delivery shall be the exclusive responsibility of the successful vendor. ERNET India will have the right to reject the items/equipment supplied, if it does not comply with the specifications at any point of installation/inspections.

## **13. LIQUIDATED DAMAGES (LD)**

- i) In the event of the vendor(s)'s failure to complete delivery and installation within the period specified as per tender, ERNET India shall without prejudice to its other remedies, deduct as liquidated damage 1 per cent of the PO value for every week or part thereof subject to maximum of 10% of PO value.
- ii) The amount towards Liquidated Damage would be recovered from the due payment if any/ performance security as required vide clause 9 above. The LD will be imposed only in case the delay is on part of the vendor(s).

## **14. PENALTY CLAUSE**

ERNET India will deduct Rs. 2000/- from the due payments/ performance security as the case may be for every additional day after 15 days from the time of reporting of fault. In any case, if the equipment is not made operational within 25 days from the time of reporting of fault, the performance security submitted by the contractor to ERNET India may be forfeited/ invoked. In case ERNET has to get the work done from other sources, any additional amount over and above performance security shall be recovered/ charged from the vendor.

*Note:* Penalties and Liquidated Damages will also attract applicable taxes. Further, PO value for this purpose will include PO Value inclusive of taxes.

## **15. CANCELLATION OF TENDER**

- i) This tender is being issued with no financial commitment and 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.
- ii) 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.

## **16. SPECIAL TERMS & CONDITIONS**

- i) ERNET India reserves the right to change the requirement under this tender at any stage based on the project requirements.

- ii) If any product which is declared end-of-life product by OEM before the delivery of equipment, in this case the vendor(s) should supply replaced model or next higher model/version of the product without additional cost.
- iii) No deviations from these terms and conditions will be accepted; violation thereof will lead to rejection of the bid.
- iv) If L1 bidder refuses to accept the work order within 07 days from the date of issue of work order from ERNET India, the offer would be treated as withdrawn. Further, ERNET India may debar / blacklist the said L1 bidder for at least three years, for further dealings with ERNET India. In such a case, the subsequent successful bidder(s) i.e L2, L3 and so on will be given an option to work on L1 rates. On acceptance of such an offer by the subsequent bidders, contract will be executed with applicable terms of tender. Also all the terms applicable on earlier identified L1, L2 & L3 bidders will apply to newly identified L1, L2 & L3 as the case may be.
- v) The hardware specifications provided in the tender is the minimum required and bidder may quote for higher specifications to optimize as per their solution requirements.

#### **17. SCOPE OF WORK**

- i) The successful bidder i.e, vendor should undertake the supply, installation, commissioning and testing of Indoor LiFi hardware that include LiFi Access Points and LiFi Dongles. The detailed scope of work along with technical specification as per the annexure – I.
- ii) The vendor will ensure smooth integration of the offered equipment with any existing equipment/network at User sites/locations specified.
- iii) The vendor has to ensure that during the execution of the work order that they do not damage or disrupt the existing infrastructure.
- iv) The vendor will be responsible for any software up-gradation for maintenance without any extra cost during warranty period. Also vendor will be responsible for on-site repair / replacement of faulty system / sub-system during the warranty.
- v) The vendor will be responsible for provisioning of network cabling and electrical wiring from the mains for the installation of LiFi hardware.
- vi) The vendor shall bear all costs associated with the preparation and submission of its Bid, including cost of presentation for the purposes of clarification of the Bid, if so desired by ERNET. No cost will be reimbursed by ERNET India in this regard.
- vii) No deviations from these terms and conditions will be accepted; violation thereof will lead to rejection of the bid and forfeiture of Security Deposit concerning.

#### **18. PROCUREMENT (PREFERENCE TO MAKE IN INDIA) / DOMESTIC MANUFACTURER**





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

#### **19. 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 reserves the right to withhold and/or forfeit any due payments and/ or Security Deposits. ERNET may take deemed suitable action such as debar and blacklist the bidder(s) concerned for a period decided by ERNET India for further dealings with ERNET India and further initiate legal action as per rules/laws applicable.
- iii) The vendor has to comply with the standards government guidelines /policy for such installation and non-disclosure requirements.
- iv) No interest is payable on any security deposit (Performance Security etc.,) submitted by the vendor.

Yours faithfully,

  
Registrar & Director  
ERNET India





### Scope of Work: Supply/Installation of LiFi Development Kit

The broad scope of this project to be undertaken by the bidder for supply, installation, commissioning and testing of Indoor LiFi solution that include LiFi Access Points and LiFi Dongles, while supporting customization at software and hardware levels for integrating the Hybrid LiFi-WiFi related development activities at ERNET India, Chennai under a research project.

Bidder's LiFi solution need to comply to the below mentioned technical specifications and submit the technical bid as well as financial bid accordingly for **LiFi Access Points (3 nos), LiFi Dongles (3 nos)**.

#### **A. LiFi Access Point – LiFi Transceiver integrated with LED Light Panel**

- LiFi Access Point (APs) is the device that is required to setup Li-Fi network for indoor broadband access. Li-Fi APs should be able to connect to the Network via Ethernet cable (CAT6).
- Li-Fi APs should have integrated MAC and PHY layer, with support for software stack customization to help integrate new algorithms development and implementation of agent services on LiFi APs, as required.
- LiFi AP should support seamless handoffs across multiple LiFi APs.
- Each LiFi APs should have downlink communication through visible light and uplink communication through IR light.
- LiFi APs should work with network controller to support link aggregation experiments by combining LiFi & WiFi traffic flows for both uplink and downlink communications.
- Li-Fi APs should support full duplex bidirectional communication with Li-Fi Dongles.
- Use of POE cable for connectivity and to power Li-Fi APs is not mandatory, but preferable.

**LiFi Access Points should have following specifications & performance levels:**

S. No	Features	Requirement	Compliance (Yes/No)
1.	<b>High Throughput</b>	Upto 100 Mbps (both uplink and downlink)	
2.	<b>Coverage distance</b>	Distance at least 3 meters between Li-Fi APs and Li-Fi Dongle	
3.	<b>Angle/ Field of View</b>	Upto 60 degrees field of view defining the coverage area from LED light panel	
4.	<b>No. of users support</b>	At least 10 user per access point	
5.	<b>Power Consumption</b>	Low power consumption (2-4 Watts)	
6.	<b>Latency</b>	Low Latency (~ 1-3 ms)	
7.	<b>Connectivity</b>	POE / Ethernet connectivity	
8.	<b>Software Stack</b>	Support for customization of software stack	

#### **B. LiFi Dongle – USB LiFi Receiver to be used with smart devices**

- Li-Fi dongle is a device that should be able to connect to a smart device and communicate through Ethernet or USB interface.

- LiFi dongle should have both LiFi & IEEE 802.11WiFi interfaces as connectivity options along with support for customized software stack for our link aggregation related experiments.
- The Li-Fi dongle should enable the smart device to access the Li-Fi network and exchange data with it.
- The Li-Fi dongle should support an uplink channel through IR LEDs and downlink in visible light wavelength and should work with Windows and Linux operating system.
- LiFi dongle should support seamless handoffs across multiple LiFi APs.

**LiFi Dongles should have following specifications & performance levels –**

S.No	Features	Requirement	Compliance (Yes/No)
1.	<b>High Throughput</b>	Upto 100 Mbps (both uplink and downlink)	
2.	<b>Communication</b>	LiFi connectivity with uplink-IR, downlink-photodiode.	
3.	<b>Hybrid LiFi- WiFi</b>	Ability to support hybrid scenario and LiFi-WiFi aggregation.	
4.	<b>Coverage</b>	Distance 2-3 meters between Li-Fi APs and Li-Fi Dongle	
5.	<b>Angle/ Field of View</b>	Upto 60 degrees field of view defining the coverage with respect to the LiFi Access Point	
6.	<b>Power Consumption</b>	Low power consumption (2-4 Watt)	
7.	<b>Latency</b>	Low Latency (~1-3 ms)	
8.	<b>Connectivity</b>	USB / Ethernet connectivity	
9.	<b>Software Stack</b>	Support for customization of software stack	

**Note:** The evaluation LiFi Access Point & LiFi Dongle should be a completely customizable product where in new algorithms can be tested and experimented for performance enhancements and link aggregation, along with hardware customization as required.



**PRICE SCHEDULE FOR THE SUPPLY OF .....**

To,

Registrar & Director,  
ERNET India  
5<sup>th</sup> Floor, DMRC IT Park,  
Shastri Park,  
New Delhi – 110053

**Tender No.** EI-C/GA/02/0001/2020-EGC-DG

**Date of Opening** \_\_\_\_\_

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

**Column A**

S. N	Description	Unit /Qty	Price per Unit free delivery at site (in INR)	GST (rate in %) In INR	GST amount per unit (In INR)	Price per Unit (in INR) (7)=(4)+(6)	Total value of offer (in INR) (8)=(7)x(3)
1.	2.	3.	4.	5.	6.	7	8.
1.	LiFi Access Points	03					
2.	LiFi USB Dongle	03					
<b>Grand Total</b>							

Note: ERNET reserves the right to award the same work with some variance in quantity of the equipments within 18 months from the issuance of the first PO at the same rates and terms and conditions as accepted under this tender.

We (bidder) hereby undertake and confirm that:

**1. Declaration of Make in India Purchase Preference**

- This is to certify that value of local contents is Rs....., which equivalent to .....% (percentage) of total unit price (without GST) as mentioned in Col.4 in the above Price Schedule).
- The L-1 (lowest) bid will be evaluated based on total value mentioned in Col. 8
- Prices (total value) are inclusive of all charges and taxes/ duties there on at ERNET locations. Payment will be subject to deduction of TDS.
- Unit Prices are inclusive of transit insurance, delivery, installation, commissioning charges, etc., and custom duty (if applicable).
- The Bidder must quote price of each line item of above table. Bids received without these details are liable to be rejected.
- In case of any arithmetical error (omission or commission) of any item/value, the evaluation committee may correct such a value based on its unit price mentioned in the price bid.
- Any situation arising out of correction in the arithmetical error which if changes the L1 bidder, in such a case the committee may have the right to declare the new L1 bidder. Also, all the terms & conditions as specified in the tender for L1 bidder will apply to the new L1 bidder.
- The quotation has been submitted for all items strictly as per the specifications and been given compliance in this regard.
- There are No deviations in the specifications as asked in the tender.
- All the prices are quoted in the format as above provided by ERNET India failing which

- the bid will be rejected out rightly. Also, any conditional Price Bid will be rejected.
11. If a bidder quotes 'NIL' charges / consideration, the bid shall be treated as non-responsive and will not be considered for evaluation.
  12. All the equipments and hardware quoted above, have two years comprehensive warranty. The comprehensive warranty includes on-site warranty with the spares. The onsite support services for all the items will be available as per the working hours of user site.
  13. It is hereby confirmed that we have understood the terms and conditions of the tender and have thoroughly examined specifications and are thoroughly aware of the nature of goods required and our offer is to supply goods strictly in accordance with the requirement and terms and conditions of the tender. We agree to abide by the terms and conditions of the tender if the contract is awarded to us.
  14. We hereby offer to supply the goods detailed above or such portion thereof as you specify in the purchase order at the price quoted and agree to hold this offer open for acceptance for a period of 180 days from the date of opening of bid.
  15. Bid Security Declaration is enclosed along with the Technical bid.

\_\_\_\_\_  
(Signature and seal of Manufacturer/Bidder)

Dated \_\_\_\_\_





**GST Terms:**

1. The bidder should be registered under Goods and Service Tax (GST) and compliant of GST provisions. The bidder is required to submit the GST Registration Certificate clearly stating the GSTIN and category of registration of the firm, 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 bidder, the bidder needs to submit a certificate, certifying that they are not registered under GST regime and they will immediately intimate ERNET India, in case they obtain registration at a later date.
2. In case of non-compliance by the bidder of the GST provisions which results in blockage/reversal of any input tax credit to ERNET India, the firm 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 firm, as per the discretion of the ERNET India.
3. In case, in future any GST liability is required to be borne by ERNET India; which was the responsibility of the bidder, then the same shall be claimed from the bidder by way of raising debit notes.
4. ERNET India reserves the right to review the bidder's documents to ensure that the bidder is GST compliant and in such a case the bidder will provide all such documents as may be required by ERNET India.
5. ERNET India will not bear any additional tax burden due to change in tax rate for delay on account of delivery, installation and commissioning by the bidder.
6. If the bidder fails to adhere the terms & conditions of the tender and/or Purchase Order and ERNET deducts Liquidated Damages for the delay, under GST regime ERNET India has to discharge GST liability on LD recovered from the firm. Hence, GST shall also be recoverable from the bidder on LD amount.

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**Bid Security Declaration Form**

Date: \_\_\_\_\_

Tender No. EI-C/GA/02/0001/2020-EGC-DG

To,

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

I/We. The undersigned, declare that:

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

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

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

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

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

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

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

Dated on \_\_\_\_\_ day of (insert date of signing)

Corporate Seal (where appropriate)



