

ERNET's Response to the Vendors Queries for Tender No. EI-D/SP&IoT/06-001/2018, on the Subject "Invitation of Bids for Supply, Installation, Commissioning & Integration of ICT Infrastructure for Virtual Classrooms at schools, Lead Schools and Diets- reg. "

S. No.	Clause No.	Description of the Clause	Queries from Vendors.	ERNET's Clarification / Reply
1	Clause No. 10, Eligibility Criteria (A. For Bidders), S. No. iii).	The bidder is allowed to offer products from only ONE OEM against each item. Options of multiple OEM products against any item should not be quoted and such bids shall be rejected out rightly. An undertaking to this effect must be submitted by the bidder	<p style="text-align: center;">Query from Vendor</p> <p>This requirement may please be deleted in order to increase competitiveness by vendors, reducing the overall project cost. Due to this requirement of ONE OEM against each item will deprive competition in getting the competitive quote from the multiple OEM. We would request ERNET to allow multiple OEMs who comply with all the technical specifications as laid down in the tender to provide competitive price to ERNET.</p>	<p style="text-align: center;">No Change</p>
2	Clause No. 10, Eligibility Criteria (A. For Bidders), S. No. xiii.)	All offered products, softwares & components should support seamless inter-operability among them and with the products, softwares & components of other bidders based on ITU standards, wherever applicable. Further bidder should ensure that OEM for video conferencing whose product have been offered by bidder(s) must be a registered licensee / licensor in any authorized body of ITUT Standards to ensure usage of valid protocols by OEM. An undertaking to this effect should be submitted by the bidder	<p style="text-align: center;">Query from Vendor</p> <p>It is not a valid requirement as Seamless interoperability with video conferencing solution is completely dependent on its video conferencing vender. Therefore we request to delete this requirement.</p>	<p>The clause may be read as: "All offered products, softwares & components should support seamless inter-operability among them and with the products, softwares & components of other bidders based on ITU standards, wherever applicable. An undertaking to this effect should be submitted by the bidder".</p>
3	Clause No. 14, Payment Terms (S.No. I (a).	9% (Nine percent) payment of the value of purchase order after deducting all penalties (if any) shall be made by ERNET India on completion of delivery, installation, commissioning, testing, training & acceptance of the ordered systems/items along with integration with the central infra at 10% of the awarded sites on every occasion upto maximum of 10 such occasions. Also the 1st payment mile stone (completion of 10% sites) payment is subject to	<p style="text-align: center;">Query from Vendor</p> <p>It is requested that the 1st payment milestones should not be subjected to submission of 100 % material possession for the complete PO in the warehouse.</p> <p>As the cash flow is very critical for a project of this magnitude we would suggest that billing /payment should be allowed as when any of allocated sites delivery, I&C, AT etc. Is complete.</p>	<p style="text-align: center;">No Change</p>

		<p>the bidder(s) submission of the proof of 100 percent material possession for the complete PO requirement in their warehouse. At the 10th payment mile stone i.e completion of 100% of awarded sites, vendor(s) also have an option to claim 100% payment at this stage through submission of bank guarantee (BG) valid for complete period of its service liability (i.e warranty period) + 3 months in respect of individual purchase orders and equivalent to 10 % of the value of purchase order to cover the warranty period of 2 years from the date of last site acceptance of each lot of 10 percent of the ordered sites.</p>	<p>As per the clause 18 on performance security successful bidder is required to a security deposit of Rs. 30 lakhs towards rate contract and 10 percent of the cost of purchase order towards performance security for the period of service liability. Therefore, it is requested that 100 % payment should be made without asking for any more BG.</p> <p>We would also request that validity period for performance security for 10 percent of the cost of purchase order should be one year which can be further renewed prior to expiry.</p>	
4	<p>Clause No. 14, Payment Terms (S.No. iii).</p>	<p>The eligible payments to be released to the bidder(s) will further be subject to the receipt of the funds from ERNET India customer institutes/organizations/departments, etc. In case funds from ERNET India customer institutes/organizations/departments, etc is received in instalments then release of payments will be prioritized on the basis of date of delivery/installation of the systems/items & ERNET India's decision in this regard will be final</p>	<p style="text-align: center;">Query from Vendor</p> <p>Timely payment is essential for project to run smoothly hence it is requested that certain time limit may be prescribed for making the payment after bill is submitted.</p>	<p>No Change</p>
5	<p>Clause No. 16, Service Level Agreement (SLA), S. No. ii).</p>	<p>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. Explanation of the Clause: The downtime referred in SLA terms is a downtime of system as a whole which means downtime of any installed equipment will be treated as complete system being down.</p>	<p style="text-align: center;">Query from Vendor</p> <p>We should only be liable for the downtime of the equipment's installed by us and not for the downtime of the installation done at the central location.</p>	<p>Explanation of the Clause: "Any vendor will only be responsible for respective set of equipment installed by them as a whole".</p>

6	Clause No. 16, Service Level Agreement (SLA), S. No. 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.	<p style="text-align: center;">Query from Vendor</p> <p>Stable / constant supply of input power to UPS is not in the control of the bidder hence we would request for omission of the clause which states “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.”</p>	Tender/ RFP Clause is self-explanatory.
7	Clause No. 17, Penalty Clause For Non Conformance To Above SLA, (S. No. i)	ERNET India may deduct Rs. 1000/- from the due payments or recover from quarterly payments and/or performance security as the case may be for every 1 day of down time at a stretch or in part up to total down time of 03 days. This down time shall be calculated over and above the total hours of downtime permissible. Beyond 03 days of down time, ERNET India may deduct Rs. 100/- for every 01 hour of down time at a stretch or part thereof from the due payments and/or available performance security. Also the absence of resident engineer from the designated site will be treated as a down time for the site and accordingly the above penalties will be imposed.	<p style="text-align: center;">Query from Vendor</p> <p>There is a possibility that the location of the institute can be remote and will be difficult of the vendor to provide all spare/ replacement logistic support within 3 days, we would request ERNET to extend the total down time from 3 days to 7 days.</p> <p>Also absence of residential engineer should not be counted as down time per site as he has to be given permissible casual leaves etc.</p>	No Change
8	Clause No. 19, Delivery And Installation Period, S.No i(a)	First 10% (Ten percent) of the awarded sites (schools along with its corresponding DIETs / Lead locations) should be delivered, installed, commissioned, tested & made available for acceptance along with integration with central site and imparting training to the site officials within 12 weeks from the date of placement of the purchase order.	<p style="text-align: center;">Query from Vendor</p> <p>We seek clarification for the clause as first 10% of awarded sites should be commissioned within 12 weeks from the date of PO and subsequent balance sites i.e. 90% should be completed within 3 weeks from the date of PO.</p>	No Change
9	Clause No. 19, Delivery	Subsequent 10% (Ten percent) of the awarded sites on each occasion up to the completion of	<p style="text-align: center;">Query from Vendor</p>	

	And Installation Period, S.No i(b)	100% sites (schools along with its corresponding DIETs / Lead locations) should be delivered-, installed, commissioned, tested & made available for acceptance along with integration with the central site along with imparting training to the site officials within 03 weeks from the date of placement of the purchase order	We seek clarification for the clause as first 10% of awarded sites should be commissioned within 12 weeks from the date of PO and subsequent balance sites i.e. 90% should be completed within 3 weeks from the date of PO.	The clause may be read as: “Subsequent 10% (Ten percent) of the awarded sites on each occasion up to the completion of 100% sites (schools along with its corresponding DIETs / Lead locations) should be delivered-, installed, commissioned, tested & made available for acceptance along with integration with the central site along with imparting training to the site officials within 03 weeks from the time limit available in previous mile stone”.
10	Clause No. 25, Special Terms & Conditions, S. No. xiii)	The connectivity available at project sites (schools) will probably be a 2 MBPS Internet broadband link and accordingly the bidder must ensure themselves that the Video conferencing solution offered by them should be capable to conduct smooth HD video calls through available connectivity. During technical evaluation, ERNET India reserves the right to ask the bidder(s) for conducting a proof-of-concept (PoC) on the similar type of environment and may declare the equipment/solution as technically viable or non-viable	<p style="text-align: center;">Query from Vendor</p> <p>As we understand that conducting of smooth HD video calls mainly depends on the Video conferencing solution and data speed of internet broadband connectivity which are not the part of the scope of work in the present tender.</p> <p style="text-align: center;">This clause may please be deleted.</p>	The clause Stands deleted.
11	Clause No. 10, Eligibility Criteria (B-For OEM(s)Manufacturer(s).S . No. ii).	In order to ensure proven-ness of the offered equipments, OEM(s) of teaching aid equipments i.e Electronic Whiteboard, UPS, PC, visualizer & Projector being quoted/offered in the tender should have implemented a single order of 500 quantity of each equipment w.r.t individual OEMs and a cumulative installations base of	<p style="text-align: center;">Query from Vendor</p> <p>Kindly Accept Cumulative installed base of 2000 nos. of Similar UPS systems of 1KVA rating or more to meet with qualifying criteria (over last 5 years). Similarly, single order may be for UPS systems of 1KVA rating or more.</p>	No Change.

		2000 quantity of each equipment by respective OEM in India in last 5 years in some Govt. Department/Reputed Organizations/Institutes/University/PSU. Relevant documentary proof should be submitted	Also, it is requested to kindly attend the clause to read as: cumulative installation based on 2000 quantity of each equipment by respective OEM in India last 5 years in some Govt. Department/Reputed/organization/institutes/university/PSU either directly or through systems integrators (where end user is any of the specified category of clients). Similarly, requirement of single order of 500 nos. may be either direct to end customer or through a system integrator.	
12	Clause No. 10, Eligibility Criteria (B-For OEM(s) Manufacturer(s). S.No. iii).	Keeping in view the project requirements and SLA adherence of the project by the bidder / system integrator, OEM(s) must have spares depots in India with local logistics support arrangements in minimum of 10 States and adequate spares for the equipment supplied. This is to ensure immediate delivery of spares parts. The bidder should furnish the details of the physical address and telephone number (s) of the Spares Depot (s).	Query from Vendor It is requested to kindly amend the clause to read as: “OEM(s) must have spares depots in India with local logistics support arrangements in minimum of 5 states and adequate spares for the equipment supplied”. This will allow wider participation providing benefit to the department.	No Change
13	Annexure - II, Clause no. 2.5 1 KVA online UPS with 01 hour battery backup. S.No-4	Input voltage Range-80-280 VAC (Load Dependent)	Query from Vendor As per the industry standard and including the specification of DGS&D & NIC rate contract and other Mission mode projects of DIT which are being framed for multi locational installations the input voltage range being asked for is the range of 160 VAC – 280 Vac on 100% load which covers the voltage variation issues prevalent in Indian sub-continent. Request to kindly amend the specs. accordingly	No Change

14	Annexure - II, Clause no. 2.5 1 KVA online UPS with 01 hour battery backup. S.No-8	Power Factor >0.97 (over entire range)	<p style="text-align: center;">Query from Vendor</p> <p>It is requested to kindly amend the clause to read as “Input power factor>0.9” which is as per industry standards</p>	No Change
15	Annexure - II, Clause no. 2.5 1 KVA online UPS with 01 hour battery backup. S.No-18	Batteries Voltage - Min. 1320 VAH (One Hour back-up)	<p style="text-align: center;">Query from Vendor</p> <p>The Specified VAH is on very lower side. It is requested to kindly amend the Recommendation VAH to: Minimum 1600 VAH for 1KVA UPS to provide 1hour backup on 800 wall load.</p>	The clause may be read as: “Batteries Voltage - Min. 2000 VAH (One Hour back-up)”.
16	Annexure - II, Clause no. 2.5 1 KVA online UPS with 01 hour battery backup. S.No-20	Interface Port(s) - SNMP	<p style="text-align: center;">Query from Vendor</p> <p>Please specify SNMP as optional item as it will increase cost unnecessarily. By making it optional item, this feature can be taken whenever needed.</p>	No Change
17	Annexure - II, Clause no. 2.5 1 KVA online UPS with 01 hour battery backup. S.No-27	Certification ISO 9001, 14001 & 18001 : 2007, BIS & CE / EMC / Safety & RoHS	<p style="text-align: center;">Query from Vendor</p> <p>It is requested to kindly amend the the clause to read as :”ISO 9001/ISO 14001/ISO18001/BIS Certificate”.</p>	No Change
18	Annexure - II, Clause no. 2.5 1 KVA online UPS with 01 hour	Galvanic Isolation: required through transformer	<p style="text-align: center;">Query from Vendor</p> <p>It is requested to kindly amend the clause to read as: “Galvanic isolation – required through inbuilt transformer at output stage.” All OEM’s of UPS systems are generally providing inbuilt isolation transformer at the output section of</p>	No Change

	battery backup. S.No-28		the UPS system and it acts as a complete galvanic isolation between Mains & the load side. Hence request to kindly allow inbuilt isolation transformer at output side of the UPS systems.	
	Annexure - II, Clause no. 2.5 1 KVA online UPS with 01 hour battery backup. S.No-29	Output Power Factor: >.08	N/A	The clause may be read as: “Output Power Factor: >0.8”.
19	Annexure - II, Clause no. 2.14 1 KVA Line Interactive UPS with 02 hour battery backup. S.No-15	Batteries Voltage -2500 VAH (Two Hour back-up)	Query from Vendor The Specified VAH is on Higher side.”2400 VAH battery capacity will suffice for 2 hours backup & may be amended accordingly.	No Change
20	Annexure - II, Clause no. 2.14 1 KVA Line Interactive UPS with 02 hour battery backup. S.No-21	Certification: ISO 9001, 14001 & 18001: 2007, BIS& CE / EMC / Safety & RoHS	Query from Vendor It is requested to kindly amend the clause to read as :”ISO 9001/ISO 14001/ISO18001/BIS certificate.”	No Change
21	Annexure - II, Clause no. 2.14 1 KVA Line Interactive UPS with 02	Output Power Factor: >0.8	Query from Vendor It is requested to kindly amend the clause to read as :”Output power factor – 0.6 lag” which is as per industry standards for line interactive UPS.	No Change

	hour battery backup. S.No-22			
22	Annexure - II, Clause no. 2.14 1 KVA Line Interactive UPS with 02 hour battery backup.		Suggestion from Vendor Request kindly specify: Sine wave output(on battery mode) for optimum operation.	Not Accepted
23	Clause No. 13, Earnest money Deposit .S. No. i).	Each bid must be accompanied by Earnest Money Deposit(EMD) of Rs. 100,00,000/- (Rupees One Crores only) which shall be in the form of Demand Draft/Pay Order/EM Fixed deposit/Bank Guarantee of any Nationalized/Scheduled commercial Bank taken in the name of ERNET India, New Delhi. Bank Guarantee should be valid minimum for a period of 225 days from the final due date of the bid & be submitted in compliance with the clause no. 25 (xvii). The Performa for bid submission of BG is enclosed at annexure – V B. Bids received without Earnest Money Deposit or short of validity confirming to the above and /or with short period of validity are liable to be rejected	Query from Vendor Request you to change the EMD amount to Rs. 10,00,000/- (Rupees Ten Lakh), as this tender is part of earlierErnet tender and most of the central location product to be purchased is not part of this tender. Product to be purchased in this tender is only for DIETs/Lead School site. Considering the size of project, we request you to change the EMD amount to Rs. 10,00,000/-. Query from Vendor Werequest the department to reduce the amount of the the EMD to 50,00000 (Rs 50 lakhs only)	No Change
24	Clause No. 14, Payment Terms .for Remote Location i.e possibly	9% (Nine percent) payment of the value of purchase order after deducting all penalties (if any) shall be made by ERNET India on completion of delivery, installation, commissioning, testing, training & acceptance of the ordered systems/items along with	Query from Vendor Request you to change in payment terms and release atleast 50 % payment on delivery & acceptance of material for both the materials	No Change

	DIETs/Lead School & schools S. No. I (a)	integration with the central infra at 10% of the awarded sites on every occasion upto maximum of 10 such occasions. Also the 1st payment mile stone (completion of 10% sites) payment is subject to the bidder(s) submission of the proof of 100 percent material possession for the complete PO requirement in their warehouse. At the 10th payment mile stone i.e completion of 100% of awarded sites, vendor(s) also have an option to claim 100% payment at this stage through submission of bank guarantee (BG) valid for complete period of its service liability (i.e warranty period) + 3 months in respect of individual purchase orders and equivalent to 10 % of the value of purchase order to cover the warranty period of 2 years from the date of last site acceptance of each lot of 10 percent of the ordered sites.	<p style="text-align: center;">Query from Vendor</p> <p>We request the department to kindly incorporate the clause of Mobilization Advance in the Payment Terms as these projects are capital intensive and require initial investment to carry out the implementation. This will support the implementing agency to run the processes in a much smoother manner.</p> <p style="text-align: center;">Query from Vendor</p> <p>Kindly clarify, if this Bank Guarantee of 10% is same as the 10% Performance Security submitted by vendor, as specified in Clause no 18 (ii).</p>	Tender/ RFP Clause is self-explanatory.
25	Clause No. 18, Performance Security (S. No. i).	At the time of signing of rate contract, the successful bidder(s) shall be required to submit a security deposit of Rs.30 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 27 months from the date of signing of contract and may be invoked in the case of non-adherence of terms of tender/contract. In case of any extension in the initial period of delivery / installation or any other service liability period, successful bidder(s) have to extend the validity of BG for such period plus 3 months on its own. In case of non-extension (3 months prior to expiry), ERNET India reserves the right to invoke the BG without any notice to the vendor. The security deposit / BG will be returned after the successful expiry of rate contract period.	<p style="text-align: center;">Query from Vendor</p> <p>Considering the size of project, we request you to change the Security deposit amount to Rs. 5 Lakhs from Rs 30 Lakhs, as any way now Security Deposit for Subset 1 to be finalized thru different tender is Rs. 30 lakhs. So Security Deposit of Rs 30 Lakhs is very much high for this tender.</p> <p style="text-align: center;">Query from Vendor</p> <p>We request the department to please revise the clause for security deposit of Rs.30 Lakhs towards adherence of Rate Contract because in anyways for taking on any project the implementing agency is providing 10% performance bank guarantee</p> <p style="text-align: center;">Query from Vendor</p> <p>We understand the 'Security Deposit' will be extended only in case of any extension of the 'Empanelment/RC Period'. Kindly confirm.</p>	No Change

27	Annexure - II, Clause no. 2.14 1 KVA Line Interactive UPS with 02 hour battery backup.	1 KVA Line Interactive UPS with 2 Hours Battery Back-up	<p>Query from Vendor</p> <p>Online UPS is already specified in BOM, As quality of power of Online UPS is cleanest, supplying Line interactive UPS which is an old technology would be running load at risk</p> <p>In case load has increased, then request to change 1KVA Online UPS rating to 2KVA Online UPS .</p>	No Change
28	Annexure - I, Clause no. 2.13 Bill of material S.No 14	Resident Engineer (per month provisioning charges inclusive of all Resident Engineer (per month provisioning charges inclusive of all	<p>Query from Vendor</p> <p>Please clarify Resident Engineer Cost is to be consider in Grand Total Value (GTV) or we need to quote separately.</p>	<p>Explanation of the Clause:</p> <p>“Resident Engineer is an individual line item in BoM & its per annum unit price must be included in the Grand Total Value quoted by bidder. Also may Please refer the revised Bill of Material due to change of costing pattern of Resident Engineer from ‘per month’ to ‘per annum’.</p>

29	Clause No. 10, Eligibility Criteria (A-For Bidders).S. No. X).	The bidder should be a Company registered in India under the Indian Companies Act 2013 or a partnership firm registered under the India Partnership Act 1932 or a limited liability partnership firm registered under Limited Liability Partnership Act 2008 or a Society constituted by any ministry/Department of the Government of India and registered under the Societies Registration Act 1860 with their registered office in India for the last five years as on the date of bid submission. Copy of valid Certificate of Registration attested by Company Secretary/ Authorized Signatory should be submitted by the bidders.	<p style="text-align: center;">Query Vendor</p> <p>We request to the department to kindly consider the company registered in India under the Indian Companies Act 1956.</p>	<p>Explanation of the Clause: “Companies registered under erstwhile Indian Companies Act 1956 will be also be eligible under this clause”.</p>
30	Annexure - II, Clause no. 2.1 Professional Desktop	Professional Desktop	<p style="text-align: center;">Query from Vendor</p> <p>There is an alternate Solution for Professional Desktop & Short throw projector with a multi- utility features embedded into single unit. An Integrated Computer Projector combines utility of projector & high end Computer. Taking into account the utility of such device in education delivery, by being an All in-one and easy to use device; and also understanding the latest trends observed in recent ICT Tenders in states like Maharashtra, Odisha, Madhya Pradesh, Jharkhand, Himachal Pradesh, Jharkhand and Bihar</p>	<p style="text-align: center;">No Change</p>

31	Annexure - II, Clause no. 2.2 Electronic Interactive Board	Electronic Interactive Board	<p style="text-align: center;">Query from Vendor</p> <p>There is an alternate Solution for Professional Desktop & Short throw projector with a multi- utility features embedded into single unit. An Integrated Computer Projector combines utility of projector & high end Computer. Taking into account the utility of such device in education delivery, by being an All in-one and easy to use device; and also understanding the latest trends observed in recent ICT Tenders in states like Maharashtra, Odisha, Madhya Pradesh, Jharkhand, Himachal Pradesh, Jharkhand and Bihar</p>	No Change
32	Annexure - II, Clause no. 2.3 Short Throw projector	Short throw projector	<p style="text-align: center;">Query Vendor</p> <p>There is an alternate Solution for Professional Desktop & Short throw projector with a multi- utility features embedded into single unit. An Integrated Computer Projector combines utility of projector & high end Computer. Taking into account the utility of such device in education delivery, by being an All in-one and easy to use device; and also understanding the latest trends observed in recent ICT Tenders in states like Maharashtra, Odisha, Madhya Pradesh, Jharkhand, Himachal Pradesh, Jharkhand and Bihar</p>	No Change
33	Annexure - II, Clause no. 2.1 Professional Desktop S.No-17	OS -Should be supplied with Licensed preloaded latest Windows Professional OS (Education version) with Microsoft Security Essential enabled	<p style="text-align: center;">Query Vendor</p> <p>Please provide Shape the Future (STF) documents for Education Version OS</p> <p style="text-align: center;">Query from Vendor</p> <p>Please provide Shape the Future (STF) documents for Education Version OS</p>	<p>Explanation of the Clause: “Bidder(s) have to coordinate with M/s Microsoft for any of such offerings as per their terms”.</p>

34	Clause No. 10, Eligibility Criteria (A-For Bidders S.No. No. viii).	The bidder should not have been barred or black-listed by any of the departments/organizations/PSUs of the central/state govt. on the date of bid submission. A self-declaration certificate from the authorized signatory should be submitted.	<p style="text-align: center;">Query from Vendor</p> <p>We request to keep this clause for Bidder & OEM both.</p>	No Change
35	Clause No. 10, Eligibility Criteria (A-For Bidders S.No. No. xii).	The Bidder should have a country wide support infrastructure. The Resident Engineer & Project Manager as asked in the tender should be on direct pay-roll of the bidder(s). Compliance with relevant applicable laws including but not limited to provident fund, ESI, etc needs to be ensured. An undertaking to this effect should be submitted by the Bidder.	<p style="text-align: center;">Query from Vendor</p> <p>We request to keep the clause only for Project Manager & not the Resident engineers</p> <p>The Bidder should have a country wide support infrastructure (own/authorized partner). The Resident Engineer & Project Manager as asked in the tender should be on direct pay-roll of the bidder(s), and Resident Engineer should be on pay-roll of the bidder/authorized partner. Compliance with relevant applicable laws including but not limited to provident fund, ESI, etc. needs to be ensured. An undertaking to this effect should be submitted by the Bidder.</p>	No Change
36	Clause No. 10, Eligibility Criteria (A-For Bidders S.No. No. xiii).	All offered products, softwares & components should support seamless inter-operability among them and with the products, softwares & components of other bidders based on ITU standards, wherever applicable. Further bidder should ensure that OEM for video conferencing whose product have been offered by bidder(s) must be a registered licensee / licensor in any authorized body of ITUT Standards to ensure usage of valid protocols by OEM. An undertaking to this effect should be submitted by the bidder”.	<p style="text-align: center;">Query from Vendor</p> <p>We request to share details of the software or data for POC</p>	No Change

37	Clause No. 10, Eligibility Criteria (A-For Bidders S.No. No. iii).	The bidder is allowed to offer products from only ONE OEM against each item. Options of multiple OEM products against any item should not be quoted and such bids shall be rejected out rightly. An undertaking to this effect must be submitted by the bidder.	<p style="text-align: center;">Query from Vendor</p> <p>As this is a long term rate contract/empanelment, the bidder will need to have flexibility to change the OEM in case of any issues with any product/OEM during the Empanelment period. Request your confirmation.</p>	No Change.
38	Clause No. 10, Eligibility Criteria (A-For Bidders S.No. No. xi).	The bidder should have an office in the Delhi state/ NCR with support centres manned with their own qualified engineers across India with a Toll Free number to provide support services for the faulty systems/subsystem of equipment in conformity with the SLA as defined in this tender document. Documentary proof along with undertaking to this effect should be submitted.	<p style="text-align: center;">Query from Vendor</p> <p>The bidder should have an office in the Delhi state/ NCR with support centres manned with their own / authorized partners qualified engineers across India with a Toll Free number to provide support services for the faulty systems/subsystem of equipment in conformity with the SLA as defined in this tender document. Documentary proof along with undertaking to this effect should be submitted.</p>	No Change
40	Clause No. 10, Eligibility Criteria (A-For Bidders S.No. No. vii).	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.	<p style="text-align: center;">Query from Vendor</p> <p>We request for a notice period of 2 weeks for bidder to present and demonstrate the offered product(s) during the technical evaluation.</p>	No Change
41	Clause No. 10, Eligibility Criteria (B-For OEm(s)/Manufacturer(s) S.No. No. i).	OEMs whose products have been offered in the bid shall be based in India should have Authorized technical assistance / support centre in India to provide quick service and technical support. OEM(s) should be registered in India for atleast last 5 years manned with their own engineers. Relevant documentary proof should be submitted.	<p style="text-align: center;">Query from Vendor</p> <p>We request below amendment, as most OEMs provide support through their authorized partners: OEMs whose products have been offered in the bid shall be based in India should have Authorized technical assistance / support centre in India to provide quick service and technical support. OEM(s) should be registered in India for atleast last 5 years manned with their own/authorized partner engineers. Relevant documentary proof should be submitted.</p>	No Change

42	Clause No. 10, Eligibility Criteria (B-For OEM(s)/Manufacturer(s) S.No. No. i).	OEMs whose products have been offered in the bid shall be based in India should have Authorized technical assistance / support centre in India to provide quick service and technical support. OEM(s) should be registered in India for atleast last 5 years manned with their own engineers. Relevant documentary proof should be submitted.	<p style="text-align: center;">Query from Vendor</p> <p>We request to allow RE on the payrolls of the authorised service partner.</p>	No Change
43	Clause No. 14, Payment Terms for Remote Location i.e possibly DIETs/Lead School & schools S. No. I (b)	If vendor has not opted for 100% payment as mentioned in clause 14(e) above, then balance 10% percent payment of purchase order after deducting all penalties (if any) would be released in 4 equal instalments on half yearly basis during the warranty period (2 years) upon successful completion of every quarter as well as receipt of pre-receipted bill in triplicate	<p style="text-align: center;">Query from Vendor</p> <p>We understand that if any site in a lot is not ready for installation, then the payment will be released based on SNR (site not ready) certificate and undertaking from vendor to complete the installation once the site is ready. Kindly confirm.</p>	Payment of accepted sites excluding SNR sites will be processed in the last payment mile stones.
44	Clause No. 16, Service level Agreement S. No. I	After commissioning & acceptance, during warranty & AMC, the vendor(s) shall be responsible for minimum uptime of 98% on 24x7 basis of the system as a whole and shall enter into a SLA for this purpose. The uptime will be calculated over a period of three (03) month time frame w.r.t individual POs.	<p style="text-align: center;">Query from Vendor</p> <p>We request to re-evaluate the required Uptime and Resolution time, as this will have a significant impact on the overall support cost. We request to amend the SLA's to:</p> <ul style="list-style-type: none"> - 95% uptime calculated quarterly, w.r.t individual POs - Maximum Resolution of 48 hour 	No Change
45	Clause No. 16, Service level Agreement S. No. 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. Explanation of the Clause: The downtime referred in SLA terms is a downtime of system as a whole which means	<p style="text-align: center;">Query from Vendor</p> <p>We understand that 'Down time' refers to the downtime of the classroom, and not any individual equipment. Kindly confirm.</p>	Tender/ RFP Clause is self-explanatory.

		downtime of any installed equipment will be treated as complete system being down		
46	Clause No. 16, Service level Agreement S. No. 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.	Query from Vendor We propose that the bidder should define its support plan and resource plan to meet the required SLA's. This should be considered as a part of the evaluation process.	No Change
47	Clause No. 25, Special Terms & Conditions S. No. xvi	The successful bidder(s) w.r.t the requirement will have to install a model site in r/o every PO and get the same approved by ERNET project team within 15 days from the date of issue of purchase order. Also the bidder has to make necessary changes in the model site if so suggested by ERNET team and further replicate the same model across all sites issued through respective purchase order or as directed by ERNET team on case to case basis.	Query from Vendor We request for a period of 30 days for vendor to install a model site	No Change
48	Clause No. 16, Service level Agreement S. No. iv	As part of service level commitments, the successful bidder(s) have to individually setup, maintain & manage a 24x7 help desk operations support with toll free number, automated complaint management system for compliant booking, generation of token number, generation of multiple reports relating to operations support.	Query from Vendor Details of required reports required	Tender/ RFP Clause is self-explanatory.
49	Clause No. 17, Penalty Clause for NON Conformance to Above SLA For Diets/Lead Schools &	ERNET India may deduct Rs. 1000/- from the due payments or recover from quarterly payments and/or performance security as the case may be for every 1 day of down time at a stretch or in part up to total down time of 03 days. This down time shall be calculated over and above the total hours of downtime permissible. Beyond 03 days of down time, ERNET India may deduct Rs. 100/- for every 01 hour of down time at a stretch or part thereof from the due payments and/or available	Query from Vendor We request the aggregate penalty applicable during support period to be limited to a maximum of 5% of the total contract value.	No Change

	schools S.No. i	performance security. Also the absence of resident engineer from the designated site will be treated as a down time for the site and accordingly the above penalties will be imposed.		
50	Clause No. 17, Penalty Clause for NON Conformance to Above SLA For Diets/Lead Schools & schools S.No. ii	In any case, if the equipment is not made operational for 20 days from the time of reporting of fault, the performance security submitted by vendor(s) to ERNET India may be forfeited/invoked and ERNET India may proceed to get the work done at the vendor's risk and cost. Also any payments (payable to vendor(s)) shall not be paid too & will be adjusted as penalty. This will be deemed to be an event of default/ breach of contract and ERNET India may terminate the contract along with debarring/ blacklisting the vendor(s) concerned for at least three years, for further dealings with ERNET India.	<p align="center">Query from Vendor</p> <p>We request below amendment to Penalty terms:</p> <p>"ERNET India will deduct Rs. 300/- from the due payments or recover from quarterly payments and/or performance security as the case may be for every 1 day of down. Also the unauthorized absence of resident engineer from the designated site beyond 2 days will be treated as a down time for the site and accordingly the above penalties will be imposed.</p> <p>In any case, if the equipment is not made operational for 15 days from the time of reporting of fault or similar problem repeats more than thrice in any quarter, the vendor will need to replace the defective equipment with a new equipment, or ERNET India may proceed to get the work done at the vendor's risk and cost</p>	No Change
51	Clause No. 20, Liquidated damages(LD) (S.No ii)	In case the cumulative delay is beyond 7 weeks during the implementation period, ERNET India reserves the right to cancel the purchase order and forfeit all due payments including forfeiture of Security Deposit, besides initiating legal action as per rules/laws and/or debarring / blacklisting the vendor(s) concerned for at least three years, for further dealings with ERNET India. In such a case ERNET India will initiate action to get the work completed at the cost and risk of vendor(s) and may further distribute such a work to other remaining vendor(s) in suitable ratio in conformity with the distribution as indicated at clause 26 (ix) & (x).	<p align="center">Query from Vendor</p> <p>1) We request that ERNET will provide vendor a notice and cure period of 30 days, to take required corrective actions, before ERNET can take any action on cancellation, forfeiture, risk purchase, or any legal action. We further request not to debar/blacklist the vendor, in the event of the happening of these situations.</p> <p>2) We understand that purchaser/ERNET will pay the vendor for all the products delivered and services rendered and accepted, up to the effective date of termination/cancellation of PO. Kindly confirm.</p>	The clause may be read as: "In case the cumulative delay is beyond 7 weeks during the implementation period, ERNET India reserves the right to initiate any or all below actions: Cancellation of purchase order with a notice /corrective period of 15 days, forfeit all due payments including forfeiture of Security Deposit, initiating legal action as per rules/laws, debarring / blacklisting the

				vendor(s) concerned for at least three years, for further dealings with ERNET India. In such a case ERNET India will initiate action to get the work completed at the cost and risk of vendor(s) and may further distribute such a work to other remaining successful vendor(s) in suitable ratio in conformity with the distribution as indicated at clause 26 (ix) & (x).
52	Clause No. 25, Special terms & Conditions (S.No ix)	The vendor(s) 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 empanelment / purchase order and forfeiture of Security Deposit concerning such bidder(s).	<p style="text-align: center;">Query from Vendor</p> <p>The scope of the tender includes multiple activities, all of which may not be performed directly by the vendor.</p> <p>We understand that the vendor can execute some portion of work through its own authorized sub-contractors. Vendor will continue to remain directly liable for the complete scope of the project. Request your confirmation.</p>	No Change
53	Clause No. 25, Special terms & Conditions (S.No xiii)	The connectivity available at project sites (schools) will probably be a 2 MBPS Internet broadband link and accordingly the bidder must ensure themselves that the Video conferencing solution offered by them should be capable to conduct smooth HD video calls through available connectivity. During technical evaluation, ERNET India reserves the right to ask the bidder(s) for conducting a proof-of-concept (PoC) on the similar type of environment and may declare the equipment/solution as technically viable or non-viable.	<p style="text-align: center;">Query from Vendor</p> <p>VC is not part of the project. This point should be eliminated.</p>	The clause stands deleted.

54	Clause No. 27, Scope of Work (S.No iii)	Establishment of Smart Virtual Class rooms (with two-way interactive facility) through supply, installation, commissioning, integration and comprehensive maintenance in any of the identified schools across multiple state in conformity with Schedule of Requirement (Annexure-I (any sub items & quantities), Technical Specifications (Annexure-II) and terms & conditions of the tender. The bidder will ensure to install the supplied systems and make it operational over the VC platform through the existing 2 MBPS broadband Internet connection and provide warranty support for next 2 years.	<p style="text-align: center;">Query from Vendor</p> <p style="text-align: center;">VC set-up is not part of BOM</p>	<p>The clause may be read as: “Establishment of Smart Virtual Class rooms through supply, installation, commissioning, integration (including integration with Video Conferencing system installed through other vendor) and comprehensive maintenance in any of the identified schools across multiple state in conformity with Schedule of Requirement (Annexure-I (any sub items & quantities), Technical Specifications (Annexure-II) and terms & conditions of the tender. The bidder will ensure to install the supplied systems and make it operational over the VC platform and provide warranty support for next 2 years.</p>
55	Clause No. 27, Scope of Work (S.No xiv)	The vendor(s) will be responsible for provisioning of electrical wiring from the mains to the point of UPS installation (nearly 100 meter on an average) in each DIET/ lead school/ school”.	<p style="text-align: center;">Query from Vendor</p> <p style="text-align: center;">The scope of work related to i) Electrical wiring from the mains to the point of UPS installation, and ii) Extension of LAN, are not part of the commercial bid format. Kindly clarify how these costs will be factored.</p>	<p>The bidder(s) have to absorb these cost within the line items cost specified in annexure – I.</p>
56	Clause No. 27, Scope of Work (S.No xv)	The vendor(s) will be responsible for extension of LAN point from the access switch to the point of endpoint/ Desktop installation (nearly 100 meter on an average) in each DIET/ lead school/ School”.	<p style="text-align: center;">Query from Vendor</p> <p style="text-align: center;">As such requirements may vary for each site, and is difficult to estimate, we request to include the cost for LAN cabling of a specified number of nodes, as a part of the commercial bid.</p>	<p>Kindly refer the reply given above at S. No. 55</p>

57	Clause No. 30, Termination For Default		<p style="text-align: center;">Query from Vendor</p> <p>We request that the termination for default happens on account of a material breach of obligation which has not been cured by Vendor despite a prior written notice of 30 days from the customer to Vendor to cure the material breach, and not otherwise.</p> <p>Further, in case of termination for default, we request that customer pay Vendor for all the products and services delivered till the effective date of termination.</p>	No Change
58	Clause No. 31, Arbitration	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.	<p style="text-align: center;">Query from Vendor</p> <p>We request for a sole arbitrator to be appointed by the mutual consent of both the parties.</p>	No Change
59	Clause No. 25, Special terms & Conditions (S.No vii)	In case, vendor(s) fails to meet any of the service conditions and/or found in breach of any condition(s) of tender or supply order, at any stage during the course of its service liability/ empanelment period, ERNET India besides, terminating its empanelment, forfeiting any due payments and/ or Security Deposits may also debar and blacklist the bidder(s) concerned for at least three years, for further dealings with ERNET India and also may initiate legal action as per rules/laws applicable.	<p style="text-align: center;">Query from Vendor</p> <p>We request that ERNET will provide vendor a notice and cure period of 30 days, to take required corrective actions, before ERNET can take any action on cancellation, forfeiture, risk purchase, or any legal action.</p>	<p>The clause may be read as:</p> <p>“In case, vendor(s) fails to meet any of the service conditions and/or found in breach of any condition(s) of tender or supply order, at any stage during the course of its service liability/ empanelment period. ERNET India reserves the right to initiate any or all below actions: Cancellation of purchase order with a notice /corrective period of 15</p>

				days, forfeit all due payments including forfeiture of Security Deposit, initiating legal action as per rules/laws, debarring / blacklisting the vendor(s) concerned for at least three years, for further dealings with ERNET India”.
60	Clause No. 36, Defect liability period	The bidder shall arrange for maintenance for a period of warranty from the date/dates of installation of the project with regard to rectification/removal of defects if any observed during this period. If the bidder does not arrange to rectify the defects observed during the maintenance period within a reasonable time, the ERNET/End user shall be at liberty to get such defects rectified at the cost and risk of the bidder.	Query from Vendor We request that ERNET will provide vendor a notice and cure period of 30 days, to take required corrective actions, before ERNET can take any action on cancellation, forfeiture, risk purchase, or any legal action.	No Change
61	Clause No. 39, Acceptance testing Process.(S.No i to iv)	The items must be supplied in full as per ordered configuration for acceptance. ii) No item with short supply or alternate product with different technical specifications shall be taken up for conduct of acceptance testing under any circumstances. The supplier must ensure the availability of ordered items/spares in their stock before accepting the purchase order. iii) The acceptance tests will include the functional testing, interoperability test of the items quoted by vendor and satisfactory training. The methodology of acceptance based on TVDS may be by physically visiting the site or through installed video conferencing set-up as decided by ERNET team. iv) Failure to fulfill any of the aforementioned conditions will entail cancellation of the	Query from Vendor We request that ERNET will provide vendor a notice and cure period of 30 days, to take required corrective actions, before ERNET can take any action on cancellation, forfeiture, risk purchase, or any legal action.	No Change

		Purchase Order along with forfeiture of the Security Deposit. Further, ERNET India may procure same items from alternate sources at the risk and cost of the defaulting vendor.		
62	Clause No. 25, Special terms & Conditions (S.No vii)	In case, vendor(s) fails to meet any of the service conditions and/or found in breach of any condition(s) of tender or supply order, at any stage during the course of its service liability/ empanelment period, ERNET India besides, terminating its empanelment, forfeiting any due payments and/ or Security Deposits may also debar and blacklist the bidder(s) concerned for at least three years, for further dealings with ERNET India and also may initiate legal action as per rules/laws applicable.	Query from Vendor We request ERNET not to forfeit our security deposit, due payments and/or debar and blacklist the bidder.	No Change
63	Clause No. 25, Special terms & Conditions (S.No x)	No deviations from these terms and conditions will be accepted; violation thereof will lead to rejection of the bid.	Query from Vendor We request for the relaxation of this condition to the extent of our recommendations and queries pertaining to the terms and conditions contained herein.	No Change
64	Clause No. 26, Evaluation Of tender (S.No ix)	In case L2 and L3 bidders accept & match the L1 price, all the three bidders (L1, L2 and L3) will be empaneled for awarding the work and accordingly purchase orders shall be released in the probable ratio L1: L2: L3 = 50:25:25 to the nearest approximation possible, Ref Clause 25(ii) on the L1 rates.	Query from Vendor 1) For orders of sub-set II, we request to specify a minimum quantity of the number of sites ordered in each PO, to make the execution economically feasible for vendor. 2) The sites ordered in each PO should also be clustered for specific states/regions, and not scattered across different states. Request your confirmation.	No Change

65	Limitation of liability	New clause proposed	<p style="text-align: center;">Query from Vendor</p> <p>We request for an inclusion of the Limitation of Liability Clause stating that Supplier's/Bidder's liability to Customer/ERNET under this RFP is limited to the relevant order(s) value. Neither Customer nor Vendor will be liable for lost revenues or profits, loss or damage to data or indirect, special or consequential costs or damages.</p>	Not Accepted
66	Annexure - II, Clause no. 2.1 Professional Desktop S.No-1	Professional Desktop: Latest Generation dual core processor, 3.5 Ghz. or higher, 3 MB L3 / 1 MB L2 cache	<p style="text-align: center;">Query from Vendor</p> <p>We request you change the clock speed to 3.2 Ghz or higher. In the form factor you have mentioned " Tower type, Small Form Factor / Mini slim". None of the Mini slim form factor with dual core processor comes with a clock speed of 3.5 Ghz. We are offering an extremely robust product which is very compact in form factor and consumes very less power and also is supplied with external power supply there by reducing the chances of motherboard and other component failure in case of short circuit. it saves power by atleast 50%</p>	The clause may be read as: "Latest Generation Quad core i5 processor, 3.0 Ghz. or higher, 6 MB L3 cache".
67	Annexure - II, Clause no. 2.1 Professional Desktop S.No-9	Optical Drive : 8X or higher DVD +/- R/W	<p style="text-align: center;">Query from Vendor</p> <p>We request to remove this. DVD writers are old technology and nowadays there are pen drives to share the data. We request you to kindly remove this or change it to internal/ external DVD RW</p>	No Change
68	Annexure - II, Clause no. 2.1 Professional Desktop S.No-12	Wireless Connectivity IEEE 802.11 a/b/g/n/ac WLAN, Bluetooth	<p style="text-align: center;">Query from Vendor</p> <p>Please delete a & ac and ask for IEEE 802.11 /b/g/n/ WLAN, bluetooth</p>	No Change

70	Annexure - II, Clause no. 2.3 Short Throw projector S.No-5	Life 6000 Hrs. in normal mode	<p align="center">Query from Vendor.</p> <p align="center">Please elaborate Lamp life as below : 4,000 Hours (Standard), 6,000 Hours (ECO), 10,000 Hours (Extreme Eco)</p>	<p>The clause may be read as: “Life 6000 Hrs. or higher in ECO mode”.</p>
71	Annexure - II, Clause no. 2.1 Professional Desktop	Additional Suggestion to incorporate in Desktop specification	<p align="center">Suggestion from Vendor</p> <p align="center">Please ask for EPEAT (Electronic Product Environmental Assessment Tool) certification or IDC report for top 5 brand</p>	<p align="center">Not acceptable</p>
72	Annexure II, Clause 2.4 Video Visualizer, S. No. 5	Lamp Life : 3000 Hrs or Higher		<p>The clause may be read as: “Lamp Life : 20,000 Hrs or Higher”</p>