

Expression of Interest For Seeking Proposals for Supply a Virtual Reality & Argument Based Cyber Security Modules



1 INTRODUCTION

ERNET India, an Autonomous Scientific Society under Ministry of Electronics and Information Technology, Govt. of India, is a Class 'A' Internet Service Provider for the Education and Research community in India. ERNET India pioneered Internet to the country and has been a self-sustaining organization. ERNET has been supporting in proliferating Internet in the country and has been upgrading its infrastructure as per latest state of art technologies. ERNET India as a technology consultant implemented various projects by commissioning ICT infrastructure for teaching aid, Campus Network, Wi-Fi & other IT infrastructure for various ministries, departments, academic & research institutions/universities/colleges/schools under central and state Governments. ERNET India is also providing Internet & other VPN access services to various Institutions, universities, colleges, departments and organizations of central / state government. ERNET India also provides of "C" Band based VSAT based connectivity to the remote unconnected areas. ERNET India is operating Smart Virtual Classrooms across 07 States. ERNET is Nodal agency for providing eduroam services in India and connected more than 250 institutions. ERNET is also exclusive registrar *ac.in, res.in & edu.in*

Under ERNET initiatives to equip and train against real world cyber-attack scenarios, ERNET would like to invite Expression of Interest (EOI) for Development of Virtual Reality (VR) & Argument (AR) based cyber security modules. It is anticipated that VR based cyber security Modules with AR will not only easily equip officials with cyber-security knowledge but also it will provide real life scenarios in virtual environment where trainees will practice application of knowledge gained and get assessed.

Invitation of "Expression of Interest" Details:

Sealed Proposals/offers are invited from the reputed firms having sufficient experience in field of Software development specially Virtual & Argument Reality. The scope of work defined in this EOI and thereby seeking proposals from the shortlisted participants for development of VR&AR Security modules for training. Interested parties may download the EOI from CPP portal/ERNET India Web site or collect it in person. In case parties download the soft copy of EOI from CPP portal/ERNET India Web site, they shall submit Demand Draft / Banker's Cheque (as per below details) along with the EOI response. Parties can also collect the EOI in person against a Demand Draft or Banker's Cheque of Rs. 5,000/- drawn in favour of "ERNET India", New Delhi from Mrs. Anju Rakhja, Section officer, ERNET India, 5th Floor, Block - I, A Wing, Delhi IT Park, Shastri Park, Delhi-110053, Ph: +91-11-22170584 as per the schedule detailed below.

Interested applicants are requested to submit Expression of Interest with a **covering letter and necessary supporting** documents as mentioned in section 2 in line with minimum eligibility criteria and other documentary proofs mentioned in this EOI.



(92)

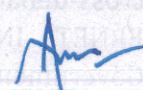
| S. NO. | Information | Details |
|--------|--|--|
| 1 | EoI No. | EI-D/Tech-VR/1-1/2019 |
| 2 | EoI Publishing / Purchase Start Date | 31 st May 2019 |
| 3 | Last Date of Collection / Purchase of EoI | 7 June 2019 |
| 4 | Last Date & Timings for submission of EoI proposal | 28th June 2019 |
| 5 | Address at which proposal (response to EoI) is to be submitted | ERNET India, 5 th Floor, Block-I, A Wing, Delhi IT Park, Shastri Park, Delhi-110053 |
| 6 | Opening of EoI Responses | 28 th June 2019 03:30 pm |
| 7 | Venue | ERNET India, 5th Floor, Block-I, A Wing, Delhi IT Park, Shastri Park, Delhi-110053 |
| 8 | Technical presentation of EoI | Bidder should made available around first week on July 2019 |

The EoI 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.

Submission of an EoI in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

Bidder has to submit the entire necessary document relevant for EoI. At the Time of Opening, the following is required:

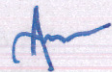
1. Covering letter from Applicants "Annexure 1 & 2"
2. Documentary proof of company registration / Start-up India Registration under GoI
3. Self-Certificate of Non Blacklisting "Annexure 3"
4. EMD Details w.r.t to EoI "Annexure 4"
5. Organization Profile "Annexure 5"
6. Financial Information "Annexure 6"
7. EoI Purchase Receipt



2 MINIMUM ELIGIBILITY CRITERIA (MEC)

| S. No. | Basic Requirement | Documents to be Submitted |
|--------|--|--|
| 1 | <p>Legal Entity The bidder company should be a company registered under Indian Companies Act 1956/2013; or a registered partnership firm under The Partnership Act 1932/LLP Act, 2008. The bidder entity or its parent company Note should have been in existence for a period of at least 3 years on the date of application.</p> <p>or</p> <p>Start-up company</p> | <p>1. Copy of Certificate of Incorporation issued by the Registrar of Companies, India / Certificate of commencement of business.</p> <p>or</p> <p>2. Certificate of registration and partnership deed for LLP and partnership firm.</p> <p>and</p> <p>3. List of partners, directors and principle place of business, as applicable.</p> <p>or</p> <p>Start-up India Registration, Ministry of Commerce and Industry, Govt of India</p> |
| 2 | <p>Turnover and Net Worth i. The bidder company or its parent company. It should have a global turnover of not less than Rs.75 Lakhs in last three (03) years i.e. 2015-16, 2016-17, 2017-18 from business activities related to Software development, products in IT/Communication sectors.</p> <p>Or it should be start-up company under Government of India</p> | <p>Certificate(s) from the statutory auditor/practising CA/CS on his letter head confirming Turnover, Net worth & Profits.</p> |
| 3 | <p>Debarment The bidder or its parent company</p> <p>Note should not have been under sanction, cross-debarred, blacklisted/ debarred by ERNET INDIA or any State or Central Government in India or autonomous body, State government undertakings CPSUs/ any other government organisation or its undertakings at the time of bidding.</p> | <p>Self-declaration duly signed by the authorized signatory.</p> |

| | | |
|---|--|--|
| 4 | Equipment being supplied should be an end commercial product. | Undertaking to this to be submitted from OEM. |
| 5 | The equipment/accessories being supplied by the bidder should not have been declared as "end-of-sale" and "end-of-support". | Undertaking to this to be submitted from OEM. |
| 6 | Previous Experience for at least one or more Virtual Reality and Argument reality based software development and Commissioning in India and have also provided onsite support. | 1. Undertaking shall be provided by bidder with site details 2. Details of the Outcomes achieved from such projects should also be submitted. |
| 7 | Bidder or its parent company There should have office in India to provide support services for the faulty systems/subsystem of equipment | Relevant proofs may be attached. |
| 8 | Compliance to the EOI terms. | Signed copy of EOI. Technical point by point compliance should be attached. |
| 9 | Undertake on-site warranty/ support & maintenance for one year. | Undertaking to be submitted by Bidder. |



89

3 SCOPE OF WORK

- i. Development of various modules of cyber security based on VR & AR and also provide the solution in mobile application
- ii. Each part of cyber-security module should be 3d models, proper animations and with bi-lingual (English and Hindi) voice overs.
- iii. There should be assessment topics covered in 2-3 modules; assessment should have interactivity and leveraging virtual reality true value. After assessment session performance results should be shared with user and saved in local file system.
- iv. There should be familiarization section for virtual reality controls at the start.
- v. Bidder should follow all procedures of Software Development Life Cycle (SDLC)
- vi. Development Plan: Bidder needs to submit development plan and storyboard within a week of allotment. In the development bidder need to provide detailed phase wise development plan.

Security Awareness Program

- a. VR & AR based Cyber Security Training Modules should be educating officials with cyber-security related knowledge and teleport them into real life scenarios in virtual reality where learning & understanding of the officials could be assessed by allowing them to take decisions or execute actions based on the lessons or skills developed.
- b. Guides Employees/students on do's and don'ts of creating their digital foot prints.
- c. It should be covering all the critical processes & procedures for providing a holistic learning & understanding to the officials regarding the various possible cyber-attack and counter-measures. Additionally, the training modules should also be educating the officials about the different terminologies related to the security of any digital or internet-based payment.
- d. The experiential training modules should be covering the general practices related to cyber-security like avoiding spam email, protecting passwords & mobile device security measures. The modules should also be extensively educating the officials over the general knowledge like data types, difference between virus & malware, difference between Trojan & malware etc.
- e. The experiential training modules should also demonstrate & educate officials regarding the critical attacks like hacking, fishing by engaging them into virtual interactive experiences; redefying the consumption of technical learning.
- f. Bidder should suggest various modules to be developed for covering the above said work. After the consumption of modules, there should be tools/procedures for



comprehensive assessment of different parameters for analysing the performance & learning of individual official.

- g. To empower and protect the human being by various security threads like Privacy protection, digital payments, malware, end point security like mobile security
- vii. **Installation:** Bidder needs to provide appropriate guidance in installing all the related hardware. Any software required in the computing device, Installation of motion sensors / Installation of HMD related/ or any other software required.
- viii. **Hardware:** -Bidder should also suggest the various hardware required for run the above said work. High end equipment as well as low end equipment etc..
- ix. All the related support technology and modules will be run on ERNET Infrastructure.
- x. **Training and Handover**
- All the training materials will be provided by the bidder. Manual etc.
 - Bidder has to be provide hands-on of training
 - Bidder should provide all software codes to ERNET and it will be property of ERNET.



4 Other Terms and conditions

- i. Bidder should be able to demonstrate the working of technology deployed in India or globally if any (collaborative VR training system with multi-users).
- ii. Support and Maintenance
- iii. The bidder will ensure the availability of services from professionally qualified team during implementation of the work order and to provide the required on-site warranty/ support & maintenance for one year after the acceptance tests.
- iv. The bidder shall arrange for maintenance for a period of warranty from the dates of installation of the project with regard to rectification/removal of defects if any observed during this period.
- v. The bidder shall provide comprehensive AMC of two years on per year basis after warranty period is over
- vi. Service Level Agreement
 - i. After commissioning & acceptance, during warranty & AMC, the bidder shall be responsible for minimum uptime of 98% on 24x7. The minimum uptime will be evaluated on a monthly basis for the end to end system provided by bidder. Successful bidder shall enter into this SLA upon RFP phase evaluation. The SLA shall be finalized & detailed during RFP.
- vii. Successful bidder will be fully responsible for supply of Virtual reality Based Cyber Security Modules & maintenance of related hardware.
- viii. Bidder should provide suggest Software module & Hardware module in format given in annexure 8

5. Minimum Technical Specifications

The bidders, who satisfy minimum eligibility criteria, will be considered for further evaluation based on technical specifications sought.

The following table shows the minimum technical specifications sought for shortlisting of bidders during evaluation phase. The bidder is also expected to submit a detailed technical proposal where bidder can include more specifications to detail.

6. General cum Technical Bid Evaluation

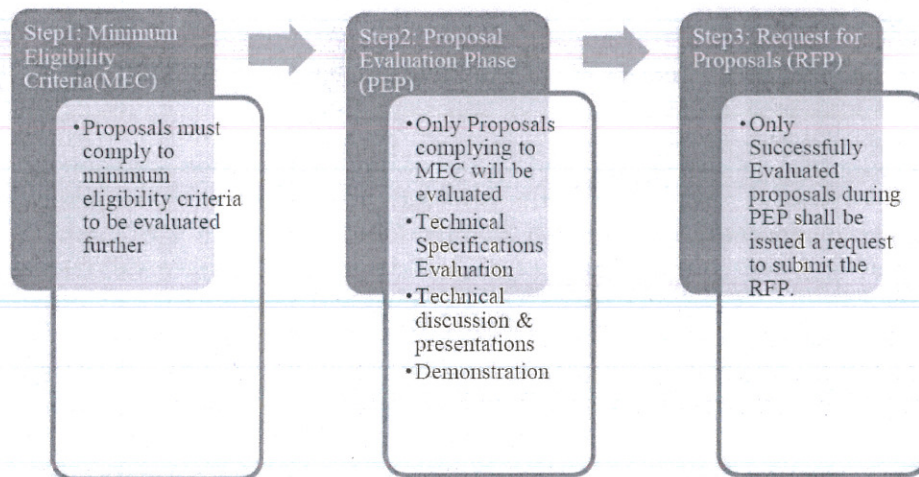
The evaluation will involve validating the credentials submitted in the format as prescribed below. Credentials without valid proof will be invalid and will not be considered for eligibility. ERNET reserves the right to accept or reject proof of credentials at its sole discretion without having to give reasons to the Bidders thereof. The following weightage criteria will be adopted during technical evaluation:-

| S.No | Evaluation Criteria/Parameter | Evaluation Criteria/ Parameter | Bidder's Score |
|-------|--|-----------------------------------|----------------|
| 1 | <p>Experience - The Agency's experience in the field of similar nature of work:</p> <p>Having successfully completed 3 similar projects-100%</p> <p>Having successfully completed 2 similar projects-75%</p> <p>Having successfully completed 1 similar projects-50%</p> | 20 | |
| 2 (a) | <p>Financial strength of the bidder in the field of similar nature of work (Turnover for the last 3 years) -</p> <p>Having average turnover of Rs. 2 crores in the last 3 years - 100%</p> <p>Having average turnover of Rs. 1 crore in the last 3 years - 75%</p> <p>Having average turnover of Rs. 75 lakhs in the last 3 years - 50%</p> <p>Start-up as per GoI rules - 50%</p> | 10 | |
| 2 (b) | <p>Financial strength of the bidder in the field of similar nature of work (Profit for the last 3 year)-</p> <p>Having average profit of Rs. 7 lakhs or more in the last 3 years - 100%</p> <p>Having net profit in all the last 3 years - 75%</p> <p>Having net average profit in all the last 3 years - 50%</p> <p>Start-up as per GoI rules- 50%</p> | 10 | |
| 3 | <p>Recognition of work, appreciation letters from Central Government, State Government and International organizations of repute like the UN, winning of national level design competitions and awards. Enclose copies of documentary proof similar nature of work.</p> <p>Having received 2 national/international recognition/awards -100%</p> <p>Having received 1 national/international recognition/awards -75%</p> <p>Having received 1 recognition/awards-50%</p> | 10 | |
| 4 | <p>Technical Presentation (Solution offered) by the bidder will involve following aspects:</p> <ul style="list-style-type: none"> • Presentation of Virtual Reality & Argument Reality Cyber Modules • Story board and concept bilingual Language (English & Hindi) • Above two Marking will be done on following counts: <ul style="list-style-type: none"> ○ Innovation in presentation (10 marks) ○ Story line(10) ○ To showcase one system of AR/VR which already having | 50 | |

| | | | |
|--|---------------------------|--|--|
| | training theme(30) marks) | | |
|--|---------------------------|--|--|

7. PROPOSAL EVALUATION PROCESS

- ERNET INDIA will constitute an Evaluation Committee to evaluate the responses of the bidders.
- The Evaluation Committee constituted by ERNET INDIA shall evaluate the responses to EoI and all supporting documents and documentary evidence. The committee may seek additional documents / presentation as it seems necessary.
- Bidders who satisfy all the minimum eligibility criteria(s) as mentioned in section 2 will be considered for Proposal Evaluation Phase. Bidders have to submit all the relevant proof w.r.t to Section 6 General cum Technical bid evaluation and also submit the filled Annexures 6, 7 & 8 mentioned in EoI.



d. The Proposal evaluation shall include:

- Technical evaluation of the proposals based on specifications / necessary documentations/proof provided.

The evaluation will involve validating the credentials submitted in the format as prescribed in Section 6- General cum Technical Bid Evaluation. Credentials without valid proof will be invalid and will not be considered for eligibility. ERNET reserves the right to accept or reject proof of credentials at its sole discretion without having to give reasons to the Bidders thereof. The bidders should be evaluated for shortlisting, inter-alia, based on their past experience of performance in a similar context, financial strength and technical capabilities, among others. Each bidder should be assigned scores based on sum of marks obtained for each parameter multiplied by the weightage

[Signature]

84

assigned to that parameter. All bidders who secure the minimum required marks (normally 60 (sixty) per cent) should be shortlisted.

- ii. The committee may also ask the bidders to come for Technical discussion & presentation of solutions to committee at a short notice of three days.
- iii. The committee may also ask the bidders to demonstrate the proposed solution. Bidders must be prepared for same on a notice of two days.
- iv. After the proposal evaluation by Evaluation Committee, Request for Proposal (RFP) will be issued only to successful technical qualified bidder(s).
- v. The decision of the Evaluation Committee in the evaluation of EoI responses shall be final. No further correspondence(s) will be entertained in this regard.
- vi. MSME /Start-up will be applicable as per GFR 2017 terms & conditions. Certified has to be submit along with EoI.

8. EOI PROPOSAL PREPARATION COSTS & RELATED ISSUES

The Applicant is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in preparation of proposal, PoC (Proof of Concepts) demonstration at sites, and participation in meetings / discussions. ERNET India in no case will be responsible or liable for these costs, regardless of the conduct or outcome of the EoI process.

9. EARNEST MONEY DEPOSIT

- i. Response to EoI must be accompanied by **Earnest Money Deposit(EMD) of Rs. 50,000/-, which shall be in the form of Demand Draft/Pay Order/EM Fixed deposit/Bank Guarantee of any Nationalized/Scheduled commercial Bank taken in the name of ERNET India, New Delhi.**
 - a. Bank Guarantee should be valid minimum for a period of 360 days from the final due date of the EoI & be submitted in compliance with the clause no. (v) of this section. The Performa for submission of BG is enclosed in this document.
 - b. In case if EoI due date is extended, Bank Guarantee should be valid minimum for a period of 360 days from the extended due late.
 - c. Response received without Earnest Money Deposit or short of value confirming to the above and /or with short period of validity are liable to be rejected.
- ii. Earnest Money is liable to be forfeited and bid is liable to be rejected, if the bidder withdraw or amends, impairs or derogates from the EoI or RFP in any respect within the period of validity of the EoI and RFP.



- 83
- iii. The EMD submitted during EoI shall remain applicable for successful and participating bidder(s) during the RFP stage and the earnest money will be returned to all the unsuccessful bidders after completion of respective evaluation phases i.e. EoI and RFP.
 - iv. EMD submitted in the form of fixed deposit/BG will be returned as it is. In case of EMD in the form of DD/Pay order, No interest will be payable by ERNET India on the Earnest Money Deposit.
 - v. If the successful bidder fails to submit the performance bank guarantee after the RFP process as mentioned in the EOI, the EMD of the successful bidder shall be liable for forfeiture.
 - vi. In view of guidelines issued from Ministry of Finance, it is mandatory that all the Bank Guarantees submitted must be routed through Structured Financial Messaging System (SFMS) from issuing Bank to our Bank by sending IFN 760 COV Bank Guarantee Advice Message. Thereafter only physical Bank Guarantee will be acted upon. Our bank details for this purpose are: -

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

- vii Bidders have to ensure submission of all BGs as per the latest RBI guidelines.

10. TERMS & CONDITIONS

- i. The successful bidder shall indemnify the ERNET India/End-user departments against all third-party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied items and related services or any part thereof. ERNET India/End-user department stand indemnified from any claims that the bidder's manpower may opt to have towards the discharge of their duties in the fulfilment of the purchase orders. ERNET India/End-user department also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the bidder's manpower while discharging their duty towards fulfilment of the purchase orders. The bidder shall solely responsible for any damage, loss or injury which may occur to any property or to any person by or arising out the execution of the works or temporary works or in carrying out of the contract otherwise than due to the matters referred to in this agreement hereinbefore. The bidder would ensure for observance of all labour and other laws applicable in the matter and shall indemnify and keep indemnified the ERNET INDIA/its customers against the effect of non-observance of any such laws.
- ii. After the RFP process, 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. delivery & warranty period) + 3 months in respect of individual purchase orders. In case supplier fails to deliver the items/services within delivery/ installation/warranty period, the Performance Security submitted by the firm is liable to be forfeited. Performance Security shall be released immediately after the service liability period is over. No interest will be payable by ERNET India on the Performance Security.

- iii. After the RFP process, if the selected bidder fail to complete the delivery of software development modules, installation and testing of the ordered equipment/component along with imparting of training by the date/dates specified in the RFP or any extended period, ERNET India may at its discretion withhold any payment, as liquidated damages (and not by way of penalty) at the rate of 2% of the PO value per week or a part of a week subject to a maximum of 10%. The amount towards Liquidated Damage would be recovered from the performance security or the amounts due to bidder. 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/ performance BG, besides initiating legal action as per rules/laws and/or debarring / blacklisting the bidder concerned for at least three years, for further dealings with ERNET India.
 - iv. Non submission of performance security as per above schedule may lead to cancellation of work order. Also any payment due on ERNET INDIA w.r.t work done by the bidder till such date will be forfeited.
 - v. The methodology of installation work, to be adopted, has to ensure minimum damage to the existing finish and no loss to the aesthetic beauty of the sites. Any damage to the existing structures due to the execution of work order, under any circumstance shall be made good by the bidder.
 - vi. All materials submitted by the bidder(s) through this EoI/RFP will become the property of ERNET India/its customers.
 - vii. All authorizations & undertaking from the OEM should be in original ink signed and stamped.
 - viii. All the other documentary proofs should be self-attested by authorized person.
 - ix. During the process of evaluation, ERNET India reserves the right to seek clarifications from bidders, wherever needed.
 - x. ERNET may give partial or full work. ERNET may also ask to develop modules other than security. The same may inform time to time as per requirement.
 - xi. The detailed payment terms will be illustrated in the RFP floated amongst the shortlisted bidders through this EOI process.
11. DOMESTIC MANUFACTURER CLAUSE
- a) Preference will be given to domestically manufacture electronic goods in procurement. Guidelines as per Govt. Notification No. 8(78)/2010-IPHW dated 10-2-2012, and

subsequent amendments/clarifications will be followed for implementation. Bidders must submit an undertaking on notarized Rs. 100/- stamp paper as per Annexure-VI: PMA AFFIDAVIT mentioning the percentage of domestic value addition (in terms of BOM) for each quoted item/product under a schedule to avail any applicable preference at the time of placing of purchase orders.

- b) Bidders who do not provide the undertaking shall not be considered for receiving this preference. Also the above preference will be subject to satisfying technical specifications / technically qualified bid and matching the L1 price by the bidder(s).
- c) Bidders quoting false/ incomplete information will be rejected at any stage (even after awarding of contract) and their any due payments and/ or Security Deposits will be forfeiting. ERNET may also debar and blacklist the bidder(s) concerned for at least three years, for further dealings with ERNET India and further initiate legal action as per rules/laws applicable.

12. 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.

13. INDEMNITY

The successful bidder(s) shall indemnify the ERNET India/End-user departments against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied items and related services or any part thereof. ERNET India/End-user department stand indemnified from any claims that the bidder's manpower may opt to have towards the discharge of their duties in the fulfilment of the purchase orders. ERNET India/End-user department also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the bidder's manpower while discharging their duty towards fulfilment of the rate contract and purchase orders. The bidder shall solely responsible for any damage, loss or injury which may occur to any property or to any person by or arising out the execution of the works or temporary works or in carrying out of the contract otherwise than due to the matters referred to in this agreement hereinbefore. The bidder would ensure for observance of all labour and other laws applicable in the matter and shall indemnify and keep indemnified the ERNET/its customers against the effect of no observance of any such laws.

14. FORCE MAJEURE

If at any time, during the period of contract, the performance in whole or in part by either party of any obligation under the project is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination



thereof and satisfies the party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to terminate the contract, nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable 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.

15. ARBITRATION

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

16. APPLICABLE LAW

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

17. CARE OF WORK

From the commencement to the completion of the works on individual POs, the bidder(s) should ensure to take full responsibility for the care thereof and of all temporary works and in case any damages loss or injury happens to the works or to any part thereof or to any temporary works due

to lack of precaution or negligence on the part of Bidder(s), the loss shall be made good at its own cost.

18. This EoI does not commit ERNET India to award a Work/contract or to engage in negotiations. ERNET India reserves the right to cancel/stop the process of EoI at any point of time without assigning any reasons thereof. The decision of the ERNET India is final and binding on the applicants.



Registrar & CPO
ERNET India

10 TEMPLATES AND FORMATS

The Proposals under this EoI shall be submitted in the following formats:

Covering Letter from the Applicant

(On Company Letterhead)

To

[Date]

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

Reference: To Supply, Seeking proposals for Virtual Reality & Argument Based Cyber Security Modules

Dear Sir,

This is to notify you that our company intends to submit a proposal in response to the EoI seeking proposals for Virtual Reality Based Cyber Security System

Primary and Secondary contacts for our company with respect to this proposal are:

Company Name:

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading, we are liable to be dismissed from the EoI selection process or termination of the contract during the project.

We agree to abide by the conditions set forth in this EoI. We hereby declare that our proposal submitted in response to this EoI is made in good faith and the information contained is true and correct.

We also understand that this EoI does not commit ERNET India to award the contract. ERNET India reserves the right to cancel/stop the process of EoI at any point of time without assigning any reasons thereof. The decision of the ERNET India is final and binding on the applicants. It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Sincerely,

[APPLICANT'S NAME]

Name

Title

Signature

(Name and Address of Company)

Seal/Stamp of the bidder

Authorised Signatory
Certificate of Authorised Signatory
(On Company Letterhead)

I,, certify that I am..... of
....., and that who signed
the above response is authorized to bind the corporation by authority of its governing body.

(Seal here)

Date



Self-Certificate of Non-blacklisting
(On Company Letterhead)

To

[Date]

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

Reference: Undertaking of not being blacklisted

Dear Madam/Sir,

This is to certify that << COMPANY NAME >> is not blacklisted by any Government or any of its agencies for any reasons whatsoever and not blacklisted by Central / any other State/UT Government or its agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade practices as on the proposal submission date, which is dd/mm/yyyy.

Company Secretary / Authorized Signatory

Name of Signatory:

Designation:

Company Name:

Date:

Place:

Annexure: 4

MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD

(To be stamped in accordance with stamp Act)

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

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

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

In consideration of the ERNET India, Ministry of Electronics & Information Technology (hereinafter referred as the '**Owner**', which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having issued a EoI

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

(1) If the '**Bidder**' withdraws or amends, impairs or derogates from the EoI or RFP in any respect within the period of validity of bid.

(2) If the '**Bidder**' having been notified of the acceptance of his bid by the Owner during the period of its validity: -

- a) If the Bidder fails to furnish the Performance Security for the due performance of the contract.
- b) Fails or refuses to accept/execute the contract.

We _____ (name of the Bank) having our Registered Office at _____ and Corporate/Head Office at _____ (hereinafter referred to as the '**Bank**', which expression shall, unless repugnant to the context or meaning thereof, include the successors, administrators, executors and assigns) do hereby guarantee and undertake to pay at any time up to _____ (day/month/year including claim period) an amount of Rs. _____; to the Owner, within ten (10) calendar days from the date of receipt by us of your first written demand through hand delivery or registered A.D. Post or by speed post or by courier, stating that "**Bidder**" has failed to perform its obligations under the EoI or RFP. Aforesaid Payment will be made without any demur, reservation, contest, recourse or protest and/or without any reference to the '**Bidder**'. Any such demand made by the Owner to the Bank shall be conclusive and binding notwithstanding any difference between the Owner and Bidder or any dispute pending before any court, tribunal or any authority.

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

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

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

WITNESS

BANK

Signature _____

Signature _____

Name _____ Name _____

(Bank's Rubber Stamp)

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

Designation with Bank Stamp

Attorney as per Power of Attorney No. _____

Date: _____

Place:



Organization Profile:

| Details of the Organization | | |
|-----------------------------|--|--------|
| 1 | Name | |
| 2 | Postal Address and E-mail of the Registered Office in India | |
| 3 | Postal Address and E-Mail of the Headquarters | |
| 4 | Status of the Company (Public Ltd/ Pvt. Ltd) | |
| 5 | Incorporation of the Company | Date : |
| 6 | Commencement of Business | Date : |
| 7 | Service tax/GST registration no., if available | |
| 8 | Name & Designation of the contact person to whom all references shall be made regarding this EOI | |
| 9 | Telephone No. a. Mobile number b. Office land line number (along with STD Code) | |
| 10 | E-Mail of the contact person: | |
| 11 | Fax No. (with STD Code) | |
| 12 | Website | |
| 13 | Other Relevant Information | |



Annexure: 6

| Name of the Organization : | | | |
|----------------------------|------------|------------|------------|
| Financial Information | | | |
| (in Lakhs) | FY 2015-16 | FY 2016-17 | FY 2017-18 |
| Total Turnover | | | |
| Total from | | | |

Financial details for turnover (as per audited balance sheet):-

The above information has to be duly certified by Statutory Auditor/ CA of the organization



Annexure :7

The details of each of the project to be provided in the following format:

| Experience in implementing Projects related to Software Development - Specially in Virtual Reality / Argument Reality | |
|--|--|
| Client Information | |
| Name of the client | |
| Details of the Client's contact person for reference. Please include name, designation, postal address, contact phone, fax number and e-mail id | |
| Any relevant details about the client organization | |
| Project Details | |
| Nature of the Project | |
| Total Contract Value of the project | |
| Please provide a description of the project including the goals of the project, scope of the project, uniqueness of the project, significant achievements and any other detail considered significant. | |
| Geographical Locations of Implementation | |
| Present status of the project | |
| Number of Locations/Units at which the project is Implemented | |
| Date of commencement of the project | |
| Date of successful completion of the project. If the project is not completed, please provide dates of key milestones already achieved and target dates for upcoming key milestones up to and including the expected date of completion. | |
| Scope of Engagement | |
| Any other Details | |
| | |



Bidder should provide suggest Software module & Hardware module in below format:-
Table - 1

| Software Details | | | |
|------------------|----------------|------------|---------|
| S.No | Name of Module | Story Line | Outcome |
| 1 | | | |
| 2 | | | |
| .. | | | |
| .. | | | |

Table - 2

| Hardware Details | | |
|------------------|----------|----------------|
| S.No | Hardware | Specifications |
| 1 | | |
| 2 | | |
| .. | | |
| .. | | |



