

ERNET India

(An Autonomous Scientific Society under Department of Information Technology, GoI)
10th Floor, Jeevan Prakash Building,
25, K.G. Marg,
New Delhi – 110 001.

Dated : 16th December' 2011

To

M/s Wipro Ltd.
480-481, Udyog Vihar,
Phase III, Gurgaon.

Subject : Setting up of Video Conferencing Facility at Directorate of Income Tax Systems (Dollar Value)

Sir,

(Sl. No. 110/2011-12)

Kindly refer to Rate Contract dated 10.06.2010 entered into between ERNET India and M/s Wipro Limited for Supply & Installation of Video Conferencing Equipments. Please find attached a purchase order on your foreign counter-part M/s Wipro Limited, Singapore, for Supply of Video Conferencing Equipments to Directorate of Income Tax (Systems) at a total cost of **USD 4,29,428 (USD Four Lakh Twenty Nine Thousand Four Hundred Twenty Eight only)** as indicated below on the following terms and conditions:-

Sl. No.	Description	Qty.	Unit Price (In USD)	Total Price (In USD)
01.	VIDEO CONFERENCING Multipoint Control Unit (MCU) – Polycom :			
i	High Definition Modular Chassis Based Rack Mountable Multipoint Control Unit (HD-MCU) with 20 Ports Scalable to 40 Ports on High Definition, 4 ISDN PRI Ports to 8 and Management & Scheduling Software and all other Accessories. Each MCU should have the necessary Modules / Components etc for the following. (RMX 2000)			
a)	Modular Chassis Based Rack Mountable Multipoint Control Unit (MCU)	08	50,468.58	4,03,748.64
b)	4 ISDN PRI Ports	02	5,416.48	10,832.96
c)	Management & Scheduling Software and all other Accessories – 1 Set	02	7,405.25	14,810.50
Total Amount in USD :-				4,29,428/-

2. **WARRANTY :** Onsite warranty/AMC services shall be provided at the specified user locations/sites of installation of Video Conferencing Equipment. Warranty shall include free maintenance of the whole equipment supplied including free replacement of parts free software up grades. The defects, if any shall be attended to on immediate basis but in no case any defect should prolong for more than 24 hours. The comprehensive warranty shall be for a minimum period of one year from the date of acceptance of the equipment by ERNET India/end user. Subsequently, equipments would be placed under

AMC subject to provisions contained in para 10 of General Conditions of the Contract dated 10.06.2010.

3. **Payment Terms :**

- i) 40% payment of the cost of the purchase order would be released through irrevocable Letter of Credit and submission of bank guarantee of an equivalent amount valid for a period of three months.
- ii) 30% payment would be released through irrevocable Letter of Credit after installation of the material and submission of bank guarantee of an equivalent amount valid for a period of three months extendable till the equipments are commissioned.
- iii) Balance 30% payment would be released through irrevocable Letter of Credit after successful commissioning and acceptance test and submission of bank guarantee of 10% value of equipments valid for the period of warranty.

4. **PERFORMANCE SECURITY :**

- 4.1 **For US Dollar Value Equipments/goods :** In addition to Bank Guarantee required as per para 4.2 below, the vendor would also submit Bank Guarantee of equivalent amount of Dollar Value Equipments valid for a period of six months before opening of LC.
- 4.2 The supplier shall submit a Performance Security of 10% of the cost of the purchase order 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 bank. The Bank Guarantee should be valid for a minimum period of 15 months extendable to cover warranty period. In case supplier fails to deliver the items within delivery period or provide satisfactory after sales service within the warranty period, the Performance Security submitted by the firm is liable to be forfeited. Performance Security shall be released immediately after the warranty is over. No interest will be payable by ERNET India on the Performance Security.

5. Directorate of Income Tax would not avail custom duty exemption. The Custom Duty, if any, shall be reimbursed by ERNET India subject to actual, against documentary proof.

6. **DELIVERY PERIOD :** The Delivery is required within 4-6 weeks on placement of the purchase order, at the respective locations (**Annexure III**). However, ERNET India has the right to reduce the delivery period depending upon the requirement of the equipments. Any delay by the supplier in the performance of delivery of items shall render the supplier liable to any or all of the following sanctions-forfeiture of its Earnest Money Deposit, imposition of liquidated damage as per para 7 below or/and cancellation of the purchase order/empanelment for default.

Equipment/goods will be directly supplied at specified sites for installation. All the expenses involved in shipping the equipment to the user locations/sites specified by ERNET India will be borne by the bidder. All aspects of safe delivery shall be the exclusive responsibility of the supplier. ERNET India/user institutions/organizations will have the

specifications at any point of installation/inspections. The installation should be completed within 3 weeks after delivery of equipment.

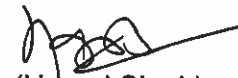
7. **LIQUIDATED DAMAGES** : In the event of the bidder's failure to have the stored ready for shipment/delivery by the date/dates specified in this Purchase Order, ERNET India may at its discretion withhold any payment, until the whole of the stores have been supplied by the bidder, as liquidated damages and not by way of penalty at the rate of 1% of the consignment value per week subject to a maximum of 10%. The amount towards Liquidated Damages would be recovered from the amount of Bank Guarantee as required vide para 4 above.

8. **INSPECTION** : ERNET India or its representative shall have the right to inspect or to test the items to confirm their conformity to the ordered specifications. The supplier shall provide all reasonable facilities and assistance to the inspector at no charge to ERNET India. In case any inspected or tested goods fail to conform to the specifications, ERNET India may reject them and supplier shall either replace the rejected goods or make all alterations necessary to meet specifications required free of cost to ERNET India.

9. **General** : All other terms and conditions, not contained above, will be applicable as per Contract Agreement dated 10.06.2010. Implementation of this Purchase Order may be carried out in close consultation with Shri Meharban Singh, Director, ERNET India.

Please acknowledge the receipt of the above.

Yours faithfully,


(Harpal Singh)
Registrar & CPO / CFO

Copy to :

Dir(MS) / CFO / Registrar & CPO / Master Folder

ERNET India

(An Autonomous Scientific Society under Department of Information Technology, GoI)
10th Floor, Jeevan Prakash Building,
25, K.G. Marg,
New Delhi – 110 001.

Dated: 16th December 2011

To

M/s Wipro Ltd.
31, Cantonment Road,
Singapore –089 747.

Subject : Setting up of Video Conferencing Facility at Directorate of Income Tax Systems (Dollar Value Order)

Sir,

ERNET India floated a tender for empanelment for Supply, Installation and Commissioning of Video Conferencing Facility for various ministries, departments, academic & research institutions under central and state Governments. In response, the bid of M/s Wipro Limited Gurgaon, India has been accepted and as per tender conditions, ERNET India entered into a Contract Agreement with M/s Wipro Limited for Supply and Installation of Video Conferencing Equipments on the terms and conditions detailed in the Contract Agreement.

2. M/s Wipro Ltd., Gurgaon while responding to said tender informed to place order in favour of M/s Wipro Ltd., Singapore for supply of \$ value equipments vide their communication dated 16.06.2010. Accordingly, purchase order on your firm is placed for supply / installation of Video Conferencing Equipments (**Annexure-I**) to Directorate of Income Tax (Systems) at a total cost of **USD 4,29,428/- (USD Four Lakh Twenty Nine Thousand Four Hundred Twenty Eight only)**.

3. General terms & conditions are attached at **Annexure-II**.

Thanking you,

Encl.: As above

Yours faithfully,



(Harpal Singh)

Registrar & CPO / CFO

Annexure – I

Sl. No.	Description	Qty.	Unit Price (In USD)	Total Price (In USD)
01.	VIDEO CONFERENCING Multipoint Control Unit (MCU) – Polycom :			
i	High Definition Modular Chassis Based Rack Mountable Multipoint Control Unit (HD-MCU) with 20 Ports Scalable to 40 Ports on High Definition, 4 ISDN PRI Ports to 8 and Management & Scheduling Software and all other Accessories. Each MCU should have the necessary Modules / Components etc for the following. (RMX 2000)			
a)	Modular Chassis Based Rack Mountable Multipoint Control Unit (MCU)	08	50,468.58	4,03,748.64
b)	4 ISDN PRI Ports	02	5,416.48	10,832.96
c)	Management & Scheduling Software and all other Accessories – 1 Set	02	7,405.25	14,810.50
Total Amount in USD :-				4,29,428/-

GENERAL TERMS AND CONDITIONS

- | | | |
|-----|--|---|
| 1. | Prices | The prices quoted above are for supply of items on Free Delivery at respective site |
| 2. | Delivery Period | With in Four Weeks of opening of LC |
| 3. | Import LIC. NO. & Date | Not applicable as the items are not covered by the negative list under Import Policy 1992-97. |
| 4. | Port of Discharge | Delhi |
| 5. | Case Markings | No. EI-D/GA/1-70/2011 |
| 6. | Consignee or Bill to | ERNET India
A/c Directorate of Income Tax (Systems)
10 th Floor, Jeevan Prakash Building,
25, K.G. Marg,
New Delhi - 110 001 |
| 7. | Port Consignee | Directorate of Income Tax (Systems) |
| 8. | Packing and Making of Case | Stores should be securely packed to ensure safe arrival of cargo at ultimate destination. The journey will include intermediate multiple handling, transportation by rail and/or road etc. A copy each of the packing list and invoice must be packed in case no. 1 of the consignment. Cases are to be marked with this order No. and the case marking should be on all sides with a thick diagonal line in about 5" thick for easy identification of the same at Ports. |
| 9. | Terms of Payment | Through Letter of Credit (LC) |
| 10. | Bank Charges | All Bank Charges including reimbursement charges, outside India to your account. |
| 11. | Documents Required | (a) Original Invoice with 6 copies for Payment;
(b) Negotiable copy of the Air Consignment Note/ Bill/ Receipt (8 Copies)
(c) Packing Note (6 copies)
(d) Country of origin Certificate
(e) Warranty Certificate
(f) Proof of dispatch

All documents must be in the name of consignee mentioned in item 6 above only. |
| 12. | Advance Set of Documents | (a) Two advance sets of the above documents as detailed in item 12 should be sent to ERNET India to enable ERNET India to make arrangements for release of documents for clearance of the equipments in time from the port;

(b) One set may be sent with the consignment. |
| 13. | Part Shipment & Transshipment | Allowed |
| 14. | Agency Commission, if any | Nil |

No. EI-D/GA/1-70/2011

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Dated : 16th December' 2011

To

M/s Wipro Ltd.
480-481, Udyog Vihar,
Phase III,
Gurgaon.

Subject : Supply & Installation of Video Conferencing Equipments at Directorate of Income Tax (Systems) (INR Order) – reg.

(Sl. No. 111/2011-12)

Sir,

Kindly refer to Rate Contract dated 10.06.2010 entered into between ERNET India and M/s Wipro Limited for Supply & Installation of Video Conferencing Equipments. A purchase order is placed on your firm for Supply & Installation of Video Conferencing Equipments at Directorate of Income Tax (Systems) at a total cost of **Rs.1,98,990/- (Rupees One Lakh Ninety Eight Thousand Nine Hundred Ninety only)** as indicated below on the following terms and conditions :-

Sl. No.	Description	Qty.	Unit Price (In Rs.)	Total Price (In Rs.)
01.	Racks 42 U with Horizontal & Vertical Cable Manager, AC Distribution Box, Front Glass Doors, Lock, Fans, Equipments Trays (5 Nos.) with all Necessary Accessories for Installing MCU and other Equipment as Mentioned in this BoM (HCL / Vero President / Rital)	01	44,550/-	44,550/-
02.	5 KVA With 1 Hour Backup	02	77,220/-	1,54,440/-
Total Amount :-				1,98,990/-

Prices are exclusive of octroi and inclusive of installation & all other taxes / duties.

2. **WARRANTY :** Onsite warranty/AMC services shall be provided at the specified user locations/sites of installation of Video Conferencing Equipment. Warranty shall include free maintenance of the whole equipment supplied including free replacement of parts free software up grades. The defects, if any shall be attended to on immediate basis but in no case any defect should prolong for more than 24 hours. The comprehensive warranty shall be for a minimum period of one year from the date of acceptance of the equipment by ERNET India/end user. Subsequently, equipments would be placed under AMC subject to provisions contained in para 10 of General Conditions of the Contract dated 10.06.2010.

3. **Payment Terms :** 90% payment shall be made by ERNET India after delivery and satisfactory completion of installation, commissioning, testing and acceptance of the equipment as well as receipt of pre-receipted bill in duplicate. 10% payment would be released after expiry of the warranty period or 100% on satisfactory completion of installation, commissioning, testing and acceptance of the equipment if the firm submits the Performance Bank Guarantee of the amount equivalent to 10%, which should be valid for the period of warranty as well as receipt of pre-receipted bill in triplicate.

4. **DELIVERY PERIOD**

The Delivery is required within 4-6 weeks on placement of the purchase order, at Directorate of Income Tax. However, ERNET India has the right to reduce the delivery period depending upon the requirement of the equipments. Any delay by the supplier in the performance of delivery of items shall render the supplier liable to any or all of the following sanctions-forfeiture of its Earnest Money Deposit, imposition of liquidated damage as per para 5 below or/and cancellation of the purchase order/empanelment for default.

Equipment/goods will be directly supplied at specified sites for installation. All the expenses involved in shipping the equipment to the user locations/sites specified by ERNET India will be borne by the bidder. All aspects of safe delivery shall be the exclusive responsibility of the supplier. ERNET India/user institutions/organizations will have the right to reject the component/equipments supplied, if it does not comply with the specifications at any point of installation/inspections. The installation should be completed within 3 weeks after delivery of equipment.

5. **LIQUIDATED DAMAGES**

In the event of the bidder's failure to have the stores ready for shipment / delivery by the date/dates specified in this Purchase Order, ERNET India may at its discretion withhold any payment, until the whole of the stores have been supplied by the bidder, as liquidated damages and not by way of penalty at the rate of 1% of the consignment 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 amount of Bank Guarantee as required vide para 4 above.


6. **INSPECTION**

ERNET India or its representative shall have the right to inspect or to test the items to confirm their conformity to the ordered specifications. The supplier shall provide all reasonable facilities and assistance to the inspector at no charge to ERNET India. In case any inspected or tested goods fail to conform to the specifications, ERNET India may reject them and supplier shall either replace the rejected goods or make all alterations necessary to meet specification required free of cost to ERNET India.

7. **General :** All other terms and conditions, not contained above, will be applicable as per Contract Agreement dated 10.06.2010. Implementation of this Purchase Order may be carried out in close consultation with Shri Meharban Singh, Director, ERNET India.

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