

# भारतीय प्रौद्योगिकी संस्थान पटना

## INDIAN INSTITUTE OF TECHNOLOGY PATNA

बिहटा, पटना-801106, बिहार, भारत

**Bihta, Patna – 801 106, Bihar, INDIA**

### **E-PROCUREMENT MODE**

Tender Reference No.: IITP/S&P/EPR/9/CC-72/2021-22

**E-tender for “RFP for Upgradation, Warranty renewal, CAMC and Operations Support of IIT PATNA campus Data and Telephone network” at IIT Patna, Bihta, Patna**

**Documents to be submitted online only**

## Table of Contents

<b>Disclaimer .....</b>	<b>3</b>
<b>Background .....</b>	<b>3</b>
<b>EMD &amp; Tender Fee .....</b>	<b>5</b>
<b>Schedule of Selection Process .....</b>	<b>6</b>
<b>Address of Communications.....</b>	<b>7</b>
<b>Minimum Requirements and Specifications .....</b>	<b>8</b>
<b>INSTRUCTIONS TO THE TENDERERS.....</b>	<b>14</b>
<b>INSTRUCTIONS FOR ONLINE BID SUBMISSION .....</b>	<b>15</b>
<b>GENERAL TERMS AND CONDITIONS .....</b>	<b>18</b>
<b>LIST OF DOCUMENTS TO BE UPLOADED WITH TECHNICAL BID.....</b>	<b>21</b>
<b>INSTRUCTION RELATED TO PRICE BID.....</b>	<b>22</b>
<b>SPECIAL TERMS &amp; CONDITION .....</b>	<b>23</b>



# भारतीय प्रौद्योगिकी संस्थान पटना INDIAN INSTITUTE OF TECHNOLOGY PATNA

बिहार, पटना-801106, बिहार, भारत  
Bihta, Patna - 801 106, Bihar, INDIA

Tender Reference No.: IITP/S&P/EPR/9/CC-72/2021-22

Date: 07.01.2022

Indian Institute of Technology Patna, an Institute of National Importance, invites sealed bids for the **“RFP for Upgradation, Warranty renewal, CAMC and Operations Support of IIT PATNA campus Data and Telephone network”** at IIT Patna, Bihta, Patna.

<b>Name of the work</b>	RFP for Upgradation, Warranty renewal and CAMC of IIT PATNA campus Data and Telephone network” at IIT Patna, Bihta, Patna as per Annexure- I
-------------------------	--

Tender document can be downloaded from Institute website [www.iitp.ac.in](http://www.iitp.ac.in) (Link: Tenders), the same is also available on CPP Portal (<https://eprocure.gov.in>). Any Corrigendum/addendum shall only be published on the Institute website and CPP Portal.

1. Detailed Tender Documents may be downloaded from Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>) and from our website ([https://www.iitp.ac.in/](http://www.iitp.ac.in/)).
2. All details /document pertaining to the tender such as tender document, pre-bid report, corrigendum and any further updates will be available only on our website & also at CPP Portal.
3. **No manual bid will be accepted. All quotations (both technical & financial) should be submitted in the e-procurement portal only.**
4. IIT Patna shall not be responsible for non-receipt of bid due to internet issues or any other reasons.

## Disclaimer

The information contained in this Request for Proposal (RFP) document or information provided subsequently to Applicant or applicants whether verbally or in documentary form by or on behalf of IIT Patna, is provided to the Applicant on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation by IIT Patna to any parties other than the applicants who are qualified to submit the Bids (“Applicants”). The purpose of this RFP document is to provide applicants with information to assist the formulation of their proposals. This RFP document does not claim to contain all the information each Applicant may require. Each Applicant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice. IIT Patna makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP document. IIT Patna may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

## Background

The campus data and telephone network at IIT PATNA provides the high performance, resilient, highly available and scalable LAN, Internet and IP telephone service to the students and employees working

and residing at the campus. It comprises both wired and wireless networks spanning across academic, hostels and residential areas. There are approximately 850 IP phones, 5000 information outlets (IO) and 100 wifi access points in the LAN and approximately 22 Km single mode OFC (48 core) is laid down across the campus in ring-star topology. This hybrid network is capable of providing data and voice service through 10-gigabit optical backbone along with wireless connectivity through indoor access points.

There are adequate redundancies present in the critical resources located at the core and distribution layer of the network for service continuation in case of faults. Through this RFP IIT PATNA intends to select and engage a vendor with proven track record and capability to provide standards base state-of-the-art upgradation, warranty and CAMC for campus data and telephone network.

For ease of operations, the entire campus is divided into five zones:

1. The admin and academic zone- Admin blocks, academic blocks and tutorial blocks
2. The Hostel zone- Girl's and Boy's Hostels
3. The Residential zone- A, B, C, D type quarters, Director Bungalow, Guest house
4. The Campus services zone- School, Hospital, CPWD office, IC etc.
5. The Core zone- Block 9 network server where core components are hosted

Each zone has one Computer center staff member responsible for its entire operations pertaining to distribution and access layer, electrical aspects and power supply, end user IO ports, Wi-Fi access points and telephones.

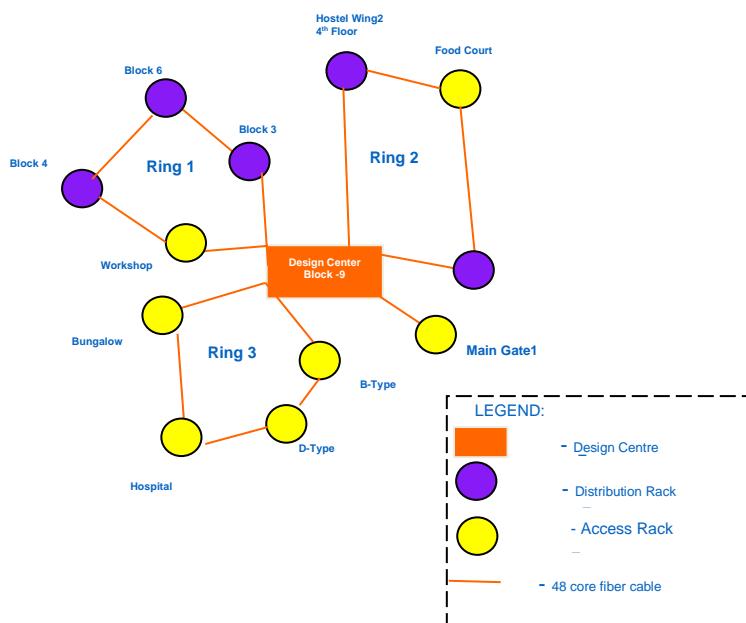


Figure 1: Schematic diagram of campus data and telephone network

## Division of campus network into zones

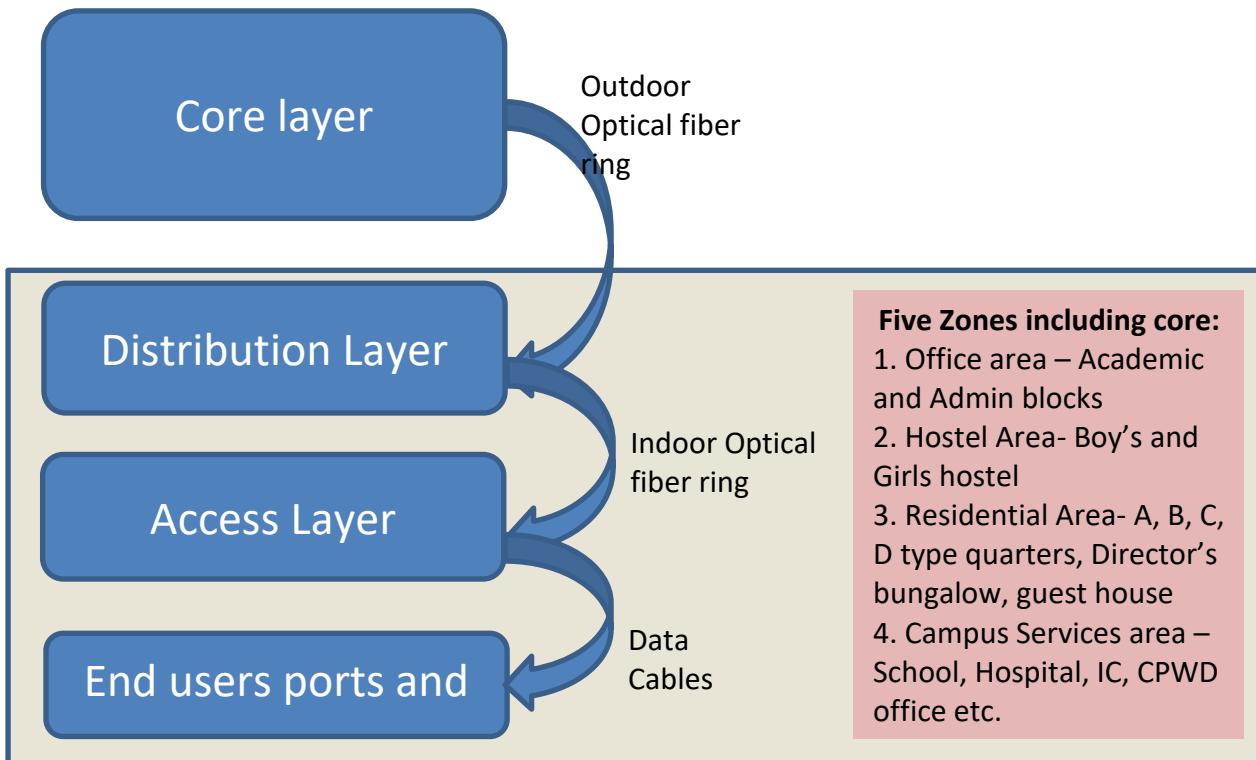


Figure 2: Division of campus network into zones

### EMD & Tender Fee

Instead of EMD, the interested bidder shall have to submit Bid Security Declaration (Form 11) as per OM issued by Procurement Policy Division, Department of Expenditure, Ministry of Finance vide OM No. F.9/4/2020-PPD dated 12.11.2020. Bid without Bid Security Declaration shall be outrightly rejected.

There is no tender fee for this tender.

## Schedule of Selection Process

The Authority would endeavor to adhere to the following schedule:

Title of the Tender	Click here to enter text. <b>RFP for Upgradation, Warranty renewal, CAMC and Operations Support of IIT PATNA campus Data and Telephone network</b>
Date of Issue/Publication of E-Tender Notice	<b>10.01.2022 (10:00 Hrs.)</b>
Bid Document Download Start Date	<b>10.01.2022 (10:00 Hrs.)</b>
Last Date and Time for seeking clarification regarding technical specifications and other conditions of tender document	<b>20.01.2022 (17:00 Hrs.)</b> (Kindly note that all queries are to be seek through CPP Portal only. No e-mail queries shall be entertained.)
Physical / On line Pre-Bid Meeting Date & Time. The prospective bidders desirous to bid may attend the physical meeting or alternatively join the meeting with the following link : .....	<b>07.02.2022 (11:00 Hrs.)</b>
Bid Document Download End Date	<b>28.02.2022 (15:00 Hrs.)</b>
Last Date and Time for Uploading of Bids	<b>28.02.2022 (15:00 Hrs.)</b>
Technical Bid Opening Date	<b>01.03.2022 (15:30 Hrs.)</b>
Financial Bid Opening Date	To be informed to the technically qualified bidders later.
Tender Fee	<b>NIL</b>
Earnest Money Deposit	Instead of EMD, bidders have to submit Bid Security Declaration (Form 11).
Address for Communication	Registrar, Indian Institute of Technology Patna, Bihta, Patna – 801106, Bihar Email: <a href="mailto:registrar@iitp.ac.in">registrar@iitp.ac.in</a>
Contract Duration	Initially for one year (extendable for next two years on yearly basis upon satisfactory performance to be reviewed and assessed at the end of year one)

**On-site Presentations:**

The participating applicants shall be called for on-site presentations after the proposal due date (tentatively within two weeks of proposal due date). The schedule of such presentations will be communicated to the participating applicants through mail. Presentation will be an integral part of the evaluation as per criteria mentioned in section 12 (Special Terms & Condition) of this tender document in subject.

---

**Address of Communications**

The Registrar (for Stores & Purchase),  
Indian Institute of Technology Patna  
Bihta, Patna -801106 (Bihar)  
Email: [registrar@iitp.ac.in](mailto:registrar@iitp.ac.in)  
Website: [www.iitp.ac.in](http://www.iitp.ac.in)  
Phone: 06115-233 002

**REGISTRAR, IIT PATNA**

## Minimum Requirements and Specifications

**Upgradation with 3 years comprehensive OEM warranty and support-Section 10A (Special Terms & Condition):**

Sl. No.	Make	Item Product Code	Item Name	Qty
1	CISCO	BE7K-K9	Call Manager	2
2	CISCO	AIR-CT5760-100-K9 AIR-CT5760-HA-K9	WLC	2
3	CISCO	WS-C6513-E	Core Switch chassis and cards with modules	2

Upgradation Requirement	Compliance (Yes/No)
The upgraded equipment must fulfill all the technical specifications of the existing equipment and act as natural successor of existing equipment product line.	
The upgraded equipment must be installed and integrated with the existing data and telephone network seamlessly. The integration plan and compatibility matrix must be submitted by the vendor.	
The upgraded equipment must support all features and services of existing equipment and current user base from day 1 with scale factor of 2. The quantity of licenses, subscriptions and accessories needed must be accounted for in the unpriced and priced BoQ/BoM submitted. Any missing component during implementation or contract period of 3 years has to be provided by the vendor without any cost implication to IIT PATNA. The feature and services comparison with existing equipment must be submitted.	
The upgraded equipment must not enter end-of-support during the contract period of three years and 2 years thereafter. The end-of-sale, end-of-life, end-of-support detail of all the hardware equipment must be submitted with technical bid and will be used for technical evaluation	

**Warranty and CAMC for period of 3 years- Section 10B (Special Terms & Condition) (tentative list of equipment):**

**Active network equipment of CISCO Make:**

Sl.No.	Part Codes	Device Name	Qty
1	ASA5585-S20F20-K9	Cisco ASA	2
2	C2921-VSEC/K9	Router	2

3	WS-C3850-12S-E	Distribution Switches	10
4	WS-C3850-24S-E	Distribution Switches	2
5	WS-C2960X-48LPS-L	Cisco Access Switches	67
6	WS-C2960X -24PS-L	Cisco Access Switches	25

**Requirements and Specifications for NAC (Network Access Control Solution) - Section 10C (Special Terms & Condition):**

Category	Details	Compliance (Yes/No)
Standards	802.1X	
	Simple Network Management Protocol (SNMP)	
	Standard SNMP management information base (MIB) like BRIDGE-MIB, Q-BRIDGE-MIB, IF-MIB, IEEE8021-PAE-MIB	
	RADIUS	
	Netflow / IPFIX	
	Wireless ISP Roaming (WISPR)	
Captive Portal	Easily customizable with HTML and CSS knowledge.	
Supported hardware	Multi-vendor Hardware support (Support CISCO equipments)	
System	HA	
	Pass through Access	
	Gradual deployment - deploy at the speed needed- per-switch, per-floor, per-location, etc.	
	Integrate with popular firewalls	
	bandwidth Accounting and change access levels and quarantine	
	Floating network devices	
Guest Access	<p>supports a special guest VLAN or role out of the box.      Several means of registering guests are possible:</p> <p>Manual registration of the guests      Password of the day      Self-registration (with or without credentials)      Guest access sponsoring (employee vouching for a guest)      Guest access activated by email confirmation      Guest access activated by mobile phone confirmation (using SMS)      Guest access activated through a Facebook/Google/GitHub</p>	

	authentication guest access bulk creations and imports.	
Flexible Authentication	<p>LDAP Microsoft Active Directory Novell eDirectory OpenLDAP ... or any LDAP-compliant server</p> <p>RADIUS Cisco ACS RADIUS (FreeRADIUS, Radiator, etc.) Microsoft NPS ... or any RADIUS-compliant server</p> <p>OAuth2 Facebook Google GitHub LinkedIn Microsoft Live Twitter SAML</p>	
Expiration	<p>Configurable access duration to the network Like absolute date (eg. "Thu Jan 20 20:00:00 EST 2011"), a window (eg. "four weeks from first network access") or as soon as the device becomes inactive.</p> <p>On expiration registered devices become unregistered. Capable to do this on a device category basis.</p> <p>Expiration can also be manually edited on a per-node basis.</p>	
Logging, Monitoring and Audit	Comprehensive Logging, auditing and monitoring	

**Requirements and Specifications for NMS (Network Management System) - Section 10C**  
 (Special Terms & Condition):

Description	Compliance
Supports the Core, Distribution and Access layer active components in this tender scope and links between them	
Device discovery routines that continuously search for new equipment	
An automatic network inventory creation system	
Graphical representations of live traffic data	
Performance monitoring with alerts when problems arise	
Traffic monitoring to detect bottlenecks	

**Requirements and Specifications for Secure Logging solution- Section 10C (Special Terms & Condition)**

Description	Compliance
Should be able to connect and aggregate various log sources like network devices, firewall, NAC, controllers, servers etc	
Should be able to store logs securely	
Support record retention policies	
Provide analysis tools that enable correlations among records from multiple sources	
Provide efficient searching interface	
Provide customizable visualization	
Provide various log format customization	
Time synchronization	

**Requirements and Specifications for 24X7X365 Service Desk- Section 20 and 10D (Special Terms & Condition)**

Sl No	Description	Compliance (Yes/No)
1	The vendor must have a fully operational operations center to cater to customer IT and network service requirements.	

2	The vendor must have at its own payroll at least five back-end engineers having minimum 5 years of experience in the relevant scope of work of this tender. The engineers should be minimum B.Tech (CSE/IT/EE) and Valid Cisco certified CCIE engineers. In addition, the vendor must have ITIL expert level certified professionals on its payroll for ensuring adherence to best practices of ITIL ITSM/ISO.	
3	The selected bidder must ensure that there is no single person dependency at any point of time during the contract by ensuring rotation of duties and rosters, knowledge transfers etc.	
4	ITSM ITIL based portal with <ul style="list-style-type: none"> <li>• mail and SMS notifications</li> <li>• Raise, track, and monitor various service, problem, incidence etc. requests of varying priorities as described in section 20 of special terms and conditions.</li> <li>• Multiple roles and responsibilities.</li> <li>• End users must use their official mail ID to submit/raise tickets.</li> <li>• OTP authentication on registered mobile number</li> <li>• Hierarchy of support team can be added to address the tickets raised.</li> </ul>	
5	Automated and manual raising of tickets pertaining to issues and service requests of varying priorities as described in section 20 of special terms and conditions.	
6	Dedicated mail and call support available 24X7 to raise, track and monitor various service, problem, incidence requests of varying priorities as described in section 20 of special terms and conditions.	
7	Escalation Matrix	
8	Comprehensive periodic and on-demand reporting mechanism for service desk performance, customer satisfaction, SLAs and managed devices, RMA of defective devices, hardware, and software.	
9	The vendor must ensure periodic and on-demand site visit of expert engineers. Monthly visit is for general monitoring and supervision of equipment, connectivity, and services. The on-demand visit requests will be for any critical issues or for support regarding integration with new software or equipment. For on-demand visit requests, prior notice of at least two weeks will be given from IIT PATNA.	

## General Requirements

### Copper/ Fiber connectivity technical specifications

Must follow Structured Cabling Standards:

- TIA/EIA-568-C.2 and ISO/IEC 11801 standards - Commercial Building Telecommunications Cabling Standards (latest revision)
- TIA/EIA-569 Commercial Building Standard for Telecommunications Pathways and Spaces
- TIA/EIA-568C.3 Optical Fiber Cabling Components Standard.

- TIA/EIA-607 Grounding and Bonding.
- TIA/EIA-598-B Optical Fiber Color Coding.
- TIA/EIA-604.2, FOCIS 2-Fiber Optic Connector Intermateability Standard.
- TIA/EIA-568-C.1-4 Commercial Building Telecommunications Cabling Standard, Part 1: General Requirements, Addendum 4-Additional Media-Recognition of Category 6 and 850 nm Laser-optimized 50/125 um Multimode Optical Fiber Cabling.
- TIA/EIA-568C.2.1 Optical Fiber Cabling Components Standard. Addendum 1- Additional Transmission Performance Specification for 50/125 um Optical Fiber Cables.

### **Certifications/Benchmarking etc for Hardware components**

Compliance to nationally and internationally recognized standards and best practices Parameters followed in India and/or developed countries respectively for hardware equipments like:

- a) Minimum Electromagnetic interferences and radiations considerations (All or subset of this. Vendor must provide exact details in solution).
  - EN55022 Class A,
  - FCC Part 15 Class A,
  - CISPR 22 Class A,
  - Nationally recognized standards like BIS etc.
- b) Minimum Safety considerations (All or subset of this. Vendor must provide exact details in solution).
  - CSA 60950-1 Safety of Information Technology Equipment
  - UL 60950-1 Safety of Information Technology Equipment
  - EN 60950-1 Safety of Information Technology Equipment
  - IEC 60950-1 Safety of Information Technology Equipment
  - Nationally recognized standards like BIS etc.
- c) Green technologies and power efficient: Internationally accepted Standards like Energy star 6, EPEAT Silver or more, BEE applicable schedule etc.

All the equipment, components must have the operating conditions aligned to the deployment location like weather, temperature; humidity etc or proper arrangements must be made to ensure the appropriate operating conditions.

The duly attested documents for certifications and benchmarking must be provided with the bid documents.

## INSTRUCTIONS TO THE TENDERERS

The tender shall be submitted in accordance with these instructions and any tender not conforming to the instructions as under is liable to be rejected. These instructions shall form the part of the tender and the contract.

1. For Online Bid Submission as per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL:<http://eprocure.gov.in/eprocure/app>). The bidders are required to submit copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates.
2. More information useful for submitting the online bids on the CPP Portal is available/ obtained at [URL:<http://eprocure.gov.in/eprocure/app>](http://eprocure.gov.in/eprocure/app)
3. For Registration, Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <http://eprocure.gov.in/eprocure/app>) by clicking on the link \*"Click here to Enroll". Enrollment on the CPP Portal is free of charge.
4. Foreign Bidders have to refer "DSC details for foreign Bidders" for Digital Signature Certificate requirements which comes under Download Tab at [http://eprocure.gov.in/eprocure/app?page=Standard Bidding Documents &service=page](http://eprocure.gov.in/eprocure/app?page=Standard%20Bidding%20Documents&service=page) and the remaining part is same as above and below.
5. While submitting the tender, if any of the prescribed conditions are not fulfilled or are incomplete in any form, the tender is liable to be rejected. If any tenderer stipulate any condition of his own, such conditional tender is liable to be rejected.
6. IIT Patna reserves the right to reject any tender/bid wholly or partly without assigning any reason.
7. The technical committee constituted by the IIT Patna shall have the right to verify the particulars furnished by the bidder independently.
8. Tenderer shall take into account all costs including installation, commissioning, cartage etc. for giving delivery of material at site i.e. IIT Patna before quoting the rates. In this regard no claim for any extra payment for any reason shall be entertained.
9. The item should be delivered at IIT Patna, Kanpa Road, Bihta, Patna-801106, Bihar, INDIA and the supplier shall be responsible for any damage during the transit of goods.
10. All the tender documents & price bid to be uploaded as per this tender are to be digitally signed by the bidder.
11. Interested bonafide and reputed manufacturers/India agents (on behalf of their foreign principals) may submit Online bids for each of the above equipment along with all requisite documents and scanned copy of EMD submission reference.
12. The Bidder(s) may note that ONLINE BIDS will ONLY be accepted. All the requisite supporting documents mentioned in the bid document should and must be uploaded On-line <http://eprocure.gov.in/eprocure/app>. The Bids sent through FAX, E-mail, by hand and/or by post shall not be accepted/ processed, in any case.
13. The bidders may submit duly filled and completed bidding document ONLINE as per instruction contained in the bidding documents. Incomplete bid shall be rejected. The conditions of tender shall be governed by the details contained in complete bid document.
14. In case, holiday is declared by the Government on the day of opening the bids, the bids will be opened on the next working day at the same time. IIT Patna reserves the right to accept or reject any or all the tenders.
15. The detailed instruction for Online submissions of bid(s) through e-Procurement module of Central Public Procurement of NIC, the bidder(s) may visit the following link:- <http://eprocure.gov.in/eprocure/app?=HelpForContractors&service=page>

**INSTRUCTIONS FOR ONLINE BID SUBMISSION**

*(Department User may attach this Document as an Annexure in their Tender Document which provides complete Instructions for on line Bid submission for Bidders)*

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

**REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID/ password and the password of the DSC / e-Token.

**SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

## **PREPARATION OF BIDS**

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

## **SUBMISSION OF BIDS**

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as "offline" to pay the tender fee/ EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the

bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

## **ASSISTANCE TO BIDDERS**

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

## GENERAL TERMS AND CONDITIONS

01. **Rates:** Rates quoted must be on F.O.R basis for IIT Patna, on DOOR DELIVERY Basis, with break up as per details given in BoQ.
02. **Validity:** The validity period of the offer should be clearly specified. It should be at least for 180 days from the last date of submission of quotations.
03. **Bid Security Declaration:** Scanned copy of signed Bid Security Declaration should be submitted in the prescribed format.
04. **Period of Contract:** Initially for one year, and can be extended annually upto maximum period of two years on awarded rates and terms of conditions of the tender document on satisfactory performance on year to year basis. Vendor has to provide the price for another two years which will be considered for the selection of lower vendor during bid evaluation process.
05. **GST Certificates & TDS:** Scanned Copy of GST Certificate must be uploaded with technical bid. Appropriate GST deduction at source will be applicable.
06. **Dealership Certificate:** Dealership certificate (in case of authorised dealers) and standard Technical literature on the offered products must be uploaded with technical bid.
07. **Performance Guarantee:** 10% in the form of Bank Guarantee/ Fixed Deposit of the total order value needs to be submitted for such period as to cover two months beyond the AMC period for the order.
08. **Late and delayed quotation:** Late and delayed quotations will not be considered. In case any unscheduled holiday occurs on prescribed closing/opening date, the next working day shall then automatically be the prescribed date of closing/opening of the quotation with no change in timing.
09. **Ground for Rejection of Quotation:** The quotations are liable to be rejected if the foregoing conditions are not complied with. The quotation should be complete in all respects if a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered. The quotations shall be rejected if the information, on the outer cover of the bid, is not provided in the format given in the table in Page 1.
10. **Payment:** Payment will be made on quarterly basis after producing the invoice along with maintenance, uptime, attendance, duty roster, call reports and with ESIC, PFA data of deputed employee duly certified by Head Computer Center. The payment will be made generally through RTGS / FUND TRANSFER. Following information must be clearly written in the uploaded bank details for RTGS / FUND TRANSFER: -
  - (a) Name of the Firm with complete postal address
  - (b) Name of the Bank with Branch where the Account exist
  - (c) IFSC CODE
  - (d) ACCOUNT No
  - (e) PAN No
  - (f) GST/TIN No
11. **Liquidated Damage:** If a firm accepts an order and fails to execute the order in part or in full, as per the terms and conditions stipulated in the Purchase Order, it will be open to the institute to recover the liquidated damages from the firm at the rate of 0.5% per week of the order value subject to a maximum of 10% of the order value. It will also be open to the institute alternatively, to arrange procurement of the required stores from any other source at the risk and expense of the defaulter firm/vendor, which accepted the order but failed to execute the order according to the stipulated agreed upon. Defaulter vendor(s)/ firm(s) are also liable for blacklisting.
12. **Termination for default:** Default is said to have occurred
  - (a) If the supplier fails to deliver any or all of the goods/ items/ services within the time period(s) specified in the purchase order or any extension thereof granted by IIT Patna.
  - (b) If the supplier fails to perform any other obligation(s) under the contract
  - (c) If the vendor, in either of the above circumstances, does not take remedial steps within a period of 04 days after receipt of the default notice from IIT (or takes longer period in-spite of what IIT may authorize in writing), IIT may terminate the contract / purchase order in whole or in part.

**13. Applicable Law:**

(a)The contract 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, as may be applicable upon IIT Patna.

(b)All disputes are subject to exclusive jurisdiction of Competent Court and Forum in Patna, India only.

(c) Any dispute arising out of this purchase shall be referred to the Registrar IIT Patna, and if either of the parties hereto is dissatisfied with the decision, the dispute shall be referred to the decision of an Arbitrator, who should be acceptable to both the parties, (to be appointed by the Director of the Institute). The decision of such Arbitrator shall be final and binding on both the parties.

14. The acceptance of the quotation will rest solely with the Registrar, IITP, who in the interest of the Institute is not bound to accept the lowest quotation and reserves the right to himself to reject or partially accept any or all of the quotations received without assigning any reason(s).

15. **Important:** The Director may accept or reject any or all the bids in part or in full without assigning any reason and doesn't bind himself to accept the lowest bid. The institute at its discretion may change the quantity / upgrade the criteria / drop any item, at any time before placing the Purchase Order.

16. **Force Majeure:** The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

(i) For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

(ii) If a Force Majeure situation arises, the Supplier shall promptly notify IIT Patna in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

17. It is the sole responsibility of the vendor to comply with all labor laws applicable during execution of service/AMC in IIT Patna for safeguard of their employees.

18. IIT Patna will deduct statutory taxes applicable at the time of making payment to the vendor from regular Bill/Invoice of the vendor and only net payment will be released to the vendor.

19. If agency has not completed assigned job as per the satisfaction of IIT Patna then IIT Patna will engage some other agency for completion of work and actual expenditure incurred by IIT Patna will be recovered from the due payment of AMC charges.

20. The in general Printed conditions of supply of the firm, if any, will not be binding on the Institute.

21. The bidders can quote only those products in the bid which are not obsolete in the market and has at least 3 years residual market life. Moreover, the bidder are bound to supply the spares till 10 years from the date of installation, on the same payment terms.

22. The bidders can quote only items with minimum 20% domestic value additional/local content. Local content means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent. The bidders are required to furnish a self-certificate regarding the items meeting local content requirement, mandatorily mentioning following:

a. Percentage of Local Content

b. Location(s) at which the local value addition is made.

23. 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as per instructions contained in Public Procurement (Preference to Make in India) Order 2017, as amended from time to time. The margin of purchase preference shall be 20%.

24. Any bidder from other countries (outside India) is not eligible to bid in this tender. Bidder for the purpose of this clause means:

a. Any entity incorporated, established or registered outside India; or

b. A subsidiary of an entity incorporated, established or registered outside India; or

- c. An entity substantially controlled through entities incorporated, established or registered outside India; or
- d. An entity whose beneficial owner is situated outside India; or
- e. An Indian (or other) agent of entity incorporated, established or registered outside India; or
- f. A natural person who is a citizen of other countries; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above (a to f).

## LIST OF DOCUMENTS TO BE UPLOADED WITH TECHNICAL BID

1. Documents related to Bidder's Information:
  - a. Scanned copy of the certificate of registration of the firm
  - b. Scanned copy of the Company profile
  - c. Scanned copy of Service Tax registration certificate
  - d. Scanned copy of bank details for NEFT/ RTGS on letter head
  - e. Scanned copy of certificate of GST, PAN/TAN.
  - f. Scanned copy of self-declaration of original manufacturer or authorized dealership certificate from OEM.
  - g. Scanned copy of OEM attested MAF with reference to this tender.
  - h. Scanned copy of documents (Annual turnover, experience certificate etc.) as mentioned in special terms and conditions.
2. Documents related to technically compliance statement:
  - a. Scanned copy of **Form-16 without any price** mentioning list of parts/ accessories/make/model.
  - b. End-of-sale, end-of-life and end-of-support details for each component of as per Section 10 of Special Terms and Condition.
  - c. Product literature and data sheets as mentioned in Annexure-I.
  - d. Solution to scope of work as mentioned in Section 10 of Special Terms and Condition.
  - e. User friendly and innovative features.
  - f. Technical bid should contain all the documents mentioned in section 11 of Special Terms and Condition.
3. Scanned copy of self-certificate regarding the items meeting local content requirement as mentioned in clause 22 of general terms and condition.
4. Scanned copies of duly filled and signed Form 1 to 14 of the tender document.
5. Scanned copy of any other documents and detailed technical specification & brochure (if any).

**(Please note that no indication of the rates/ amount be made in any of the documents submitted with the technical bid)**

## INSTRUCTION RELATED TO PRICE BID

### **PRICE BID:**

#### **A. Schedule of price bid in the form of BOQ format:**

1. The below mentioned Financial Proposal / Commercial bid format is provided as BOQ along with this tender documents at <https://eprocure.gov.in/eprocure/app>
2. **Bidders are advised to download this BOQ.xls** as it is and quote their offer / rates in the permitted column and upload the same in the commercial bid.
3. Bidder shall not tamper / modify the downloaded price bid template in any manner. In case if the same is found to be tampered/ modified in any manner, tender will be completely rejected and EMD shall be forfeited.
4. Any element of cost, taxes, duties levies etc. not specifically indicated in the BOQ, shall not be paid by the purchaser. **If GST amount is not quoted in the BOQ (Financial Bid), the total cost will be treated as inclusive of GST. No further communication will be entertained later or else the EMD will be forfeited.**
5. The tender shall remain valid for acceptance for **180 days**, from the date of tender opening.

#### **B. Break-up of price in PDF format:**

The break-up of price for each item should be given in PDF format (Signed Scanned Copy) with details of components with individual prices, post warranty period AMC charges and optional accessories, if any in the format provide as **Form-16**.

## **SPECIAL TERMS & CONDITION**

(In case of any contradiction between General Terms and Special Terms, the information mentioned as Special Terms will prevail.)

(This tender is being invited in compliance of Rule 144 (xi) of GFR Rules, 2017 as under:)

1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
2. Bidder (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
3. “Bidder from a country which shares a land border with India” for the purpose of this order means:
  - a) An entity incorporated, established or registered in such a country; or
  - b) A subsidiary of an entity incorporated, established or registered in such a country; or
  - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d) An entity whose beneficial owner is situated in such a country; or
  - e) A natural person who is a citizen of such a country; or
  - f) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
4. The beneficial owner for the purpose of (iii) above will be as under:
  - i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or though one or more juridical person, has a controlling ownership interest or who exercises control through other means.  
Explanation-
    - a. “Controlling ownership interest” means ownership of or entitlement to more than twenty five percent of share or capital or profits of the company;
    - b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
  - ii. In case of partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or though one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  - iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or though one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capitals or profits of such association or body of individuals;
  - iv. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  - v. In case of a trust, the identification of beneficial owner(s) shall include identification of

the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

5. **Validity of the proposal:** The Proposal shall be valid for a period of not less than 180 days from the Proposal Due Date.

## **6. Essential Eligibility of Applicants**

To be eligible for evaluation of its Proposal, the Applicant shall fulfill the following:

1. Click here to enter text. **The applicant should have at least five years of experience in implementation of Information and communication technology service and solution for hardware and software.** The applicant must provide self attested year wise experience details and Form 4/5.
2. For the financial and operational stability, the applicant should have an average annual turnover of the last three financial years of at least INR 6.75 (Five) Crore. The CA certified financial statements must be provided along with Form 3.
3. The applicant should have a successful track record, and should have **at least one implementation of similar work of minimum value INR 1 Crore 8 lakh** in IIT, NIT, IISER, institute of national importance, PSU during the financial year 2015-2021. The applicant must provide the relevant PO's/Letter of award of work and completion certificate for the same.
4. ISO and CMMI certification - ISO/IEC 20000-1 international standard for IT service management, ISO 9001:2000, ISO 9001:27000 and CMMI level 3. The relevant certification document with validity must be presented.

**The applicants must satisfy all the above criteria.**

## **7. Conflict of Interest**

An Applicant shall not have a conflict of interest that may affect the Selection Process. Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

No claims / correspondences later or during the bidding process in any form shall be considered from any applicant/bidder/vendor that have not participated in the bidding process and not submitted its bid as per Tender/RFP requirements.

---

## **8. Cost of Proposal**

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, Project site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

---

## **9. Period of Contract**

The bidder shall be awarded contract for an initial period of one year which can be extended annually upto maximum period of two years subject to the satisfactory performance of the bidder on the same terms and conditions of the bid. The bidder should submit the price of Warranty and CAMC and on-site manpower for operations support for 3 years (year 1, year 2 and Year 3 separately). While selecting

the lowest bidder, the price of all the 3 years will be considered. The price of year 1 for replaced items must include comprehensive warranty & support from OEM for three (03) years.

## **10. Objective, Scope of work & Milestones**

*“The primary objective of this RFP is to upgrade the critical equipment of Campus Data and telephone Network entering the end of Support and bring them under comprehensive SLA backed Warranty and AMC with operations support provided by expert on-site manpower.”*

In order to achieve above objective, following scope of work is envisioned for this RFP:

**A. Upgradation with 3 years comprehensive OEM support (Refer Section-6 (Annexure-I) for details):**

- Core Switch
- Call Manager
- WLC

**B. Warranty and CAMC for period of 3 years (Refer section 20 (Special Terms & Condition) and Section-6 (Annexure-I) for details):**

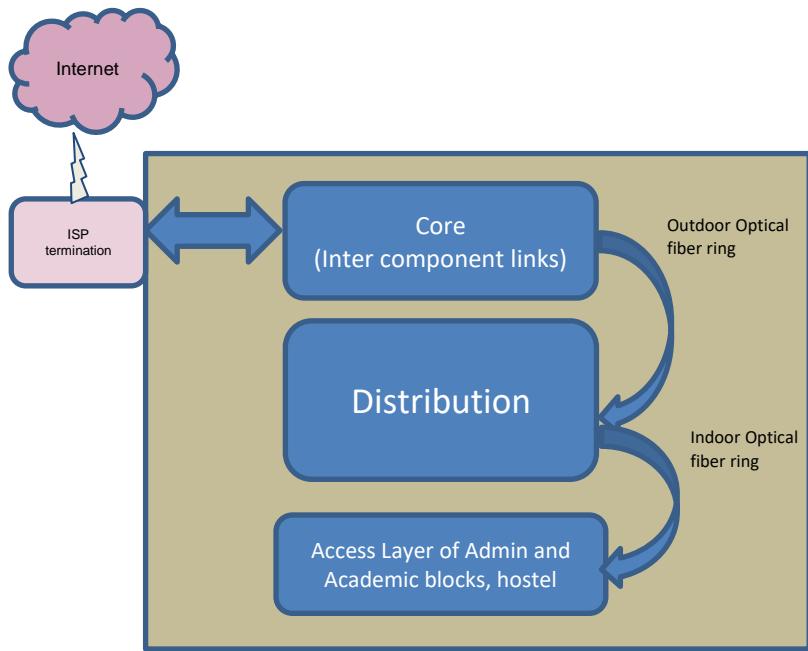
- Router currently used as voice gateway with Call manager
- ASA firewall with firepower, management portal and annual subscription
- Distribution layer switches
- Access layer switches in admin and academic blocks and Hostels
- Firewall to ISP termination connectivity
- Optical fiber ring connecting the Core layer to Distribution layer
- Interconnectivity of core components
- Distribution to access links for admin and academic blocks and hostels

**C. Cost effective Solution with 3 years support (Open source is encouraged, refer Section-6 (Annexure-I) for details) for details):**

- Network Access control
- Secure Logging - User access, System, and audit logs
- NMS

**D. Vendor NOC hosted 24X7X365 available ITIL ITSM based service desk (Refer section 20 (Special Terms & Condition)).**

# Current Scope Of Work



**Targeting devices that are entering EOS by June 2022**

Figure 2: Current Scope of Work

**The milestones shall include following:**

Table 2 : Milestones

<b>Sl. No.</b>	<b>Milestone Description</b>	<b>Time schedule</b>
<b>1</b>	Letter of award (LOA)	Project starts on this day, Day 0.
<b>2</b>	Acceptance of LOA by selected applicant	Within 1 (one) week from LOA date.
<b>3</b>	Submission of PBG	Within 2 (Two) weeks from LOA date.
<b>4</b>	Project Kick Off	Within 2 (Two) weeks from LOA date.
<b>5</b>	Delivery of software, Licenses, AMC, subscriptions for scope of work	Within 4 (Four) weeks from LOA.
<b>6</b>	Deployment of licenses and subscriptions for renewal and its verification	Within 6 (six) weeks from LOA
<b>7</b>	Delivery of required Hardware components for scope of work	Within 8 (eight) weeks from LOA.
<b>8</b>	Completing activities under A and C of scope of work and Go-Live	Within 10 (ten) weeks from LOA
<b>9</b>	Completing acceptance testing for A and C	Within 11 (eleven) weeks from LOA
<b>10</b>	Submission of acceptance testing reports, all project documentation & installation reports	Within 12 (Twelve) weeks from LOA.
<b>11</b>	Commissioning	For B - Project Kick-off  For A and C - Acceptance testing completion date

## 11. Technical & Financial bid

Tender Documents may be downloaded from Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app> or IIT Patna website <https://www.iitp.ac.in/index.php/en-us/services-amenities/stores-and-purchase/tenders> .

Bidders can access tender documents on the CPP Portal. They are required to select the appropriate tender and fill them with all relevant information and submit the completed tender document online on the website <https://eprocure.gov.in/eprocure/app> as per the schedule given in this tender document. Aspiring Bidders who have not enrolled/registered in e- procurement should enroll/register before participating through the website <https://eprocure.gov.in/eprocure/app> The portal enrolment is free of cost.

Bidders are advised to go through instructions provided at “Instructions for online Bid Submission”. Bidders are requested to follow the instructions carefully as per the tender document and the instructions given on the above-said website.

**No bid will be accepted manually.** All bids (both Technical and Financial) should be submitted on the E-procurement portal on <https://eprocure.gov.in/eprocure/app> on or before the last date as specified in the critical date sheet. Further, all communications should be addressed to The Registrar, Indian Institute of Technology Patna, Bihta, Patna –801106, Bihar.

No physical documents would be entertained. Prospective bidders have to submit the digital copies of the sought documents through the CPP Portal only. In exceptional circumstances, IIT Patna may seek digital copies through authorized email giving a stipulated time period.

The Institute shall not be responsible for any delay in submission of online Bids. The Institute reserves the right to accept or reject any bid, cancel the tender without assigning any reason thereof. Institute's decision in this regard shall be treated as final. No correspondence in this regard will be entertained.

**The technical bid** must focus on the solution to **Upgradation, CAMC and Operations Support of IIT PATNA campus Data and Telephone network** requirements. In particular, they must provide the following information:

- 1) Duly attested Detailed Unpriced BOQ – (Form 16)
- 2) End-of-sale, end-of-life and end-of-support details for each component of section 10 (Special Terms & Condition)
- 3) Product literature and data sheets.
- 4) Solution to scope of work mentioned in section 10 (Special Terms & Condition)
- 5) User friendly and innovative features
- 6) Compliance and supporting documents to Indicative list of technical specifications mentioned in (Annexure-I)
- 7) Response to technical evaluation with supporting documents-section 12 (Special Terms & Condition)
- 8) Scalability w.r.t. future expansion and integration of new technologies
- 9) Management and monitoring
- 10) ServiceDesk, Incidence response, problem, knowledge, and change management as per ITIL4 based ITSM
- 11) Project Implementation methodology, plan and schedules and coordination with IIT Patna team-Section 10 (milestones), 22 and 23 (Special Terms & Condition)

- 12) Duly attested Quality and benchmarking standards documents for safety, green technologies etc.
- 13) Warranty and support details, methodology, and plan with well-defined SLAs and escalation matrix- section 20 (Special Terms & Condition).
- 14) Training, documentation and handholding-section 22 (Special Terms & Condition)
- 15) All the forms in annexure (Form 1 to 14).

The applicants that are selected for the on-site presentations should present their previous experiences, solution for our requirements, implementation and integration approach. We will specify the duration of presentation in a later communication to the vendors.

**The Click here to enter text.****financial bid** must contain the itemized list of the following, details given in section 19 (Special Terms & Condition):

- Upgradation with 3 years comprehensive OEM support
- Warranty and comprehensive AMC for 3 years
- Cost effective Solution for NAC and NMS with 3 years support

All the requisite Hardware and software Licenses must be clearly indicated, properly described with type, validity, quantity, renewal requirements etc).

The price quoted in the financial bid must be F.O.R IIT Patna, Bihta Campus, Patna, Bihar-801106. The detailed break up for taxes, discounts etc must be provided. The total cost of the project including and excluding the applicable taxes under each category must be clearly indicated.

---

## 12. Technical Evaluation

In the first stage, the Technical Proposal will be evaluated on the basis of following criteria.

Only those Applicants whose Technical Proposals get a score of 85 (Eighty five) marks or more out of 100 (one hundred) and 60% (Sixty percent) or more under each section/item shall qualify for further consideration.

The scoring criteria for technical evaluation shall be as follows:

Item code	Parameter	Maximum marks	Indicative Criteria list for evaluation
1	General Technical evaluation of the solution proposed by the applicant for section 10 (Special Terms & Condition) Scope of work and ability to showcase existing or potential capabilities during the on-site presentation	35	<p>For Section 10A (Special Terms &amp; Condition) - Maximum 10 marks</p> <ul style="list-style-type: none"> <li>a. Comprehensive Upgradation plan with schedule-1 mark if given , 0 otherwise</li> <li>b. Downtime less than 8 hrs - 3 mark, 8-24 Hrs-1 marks, more than 24 hrs -0</li> <li>c. Testing and verification, Smooth integration plan-2 mark if given, 0 otherwise</li> <li>d. Highest level OEM partnership-2 mark, otherwise 0</li> <li>e. End-Of-Life, End-of-support valid within warranty period plus 2 years- 2 marks, otherwise 0</li> </ul> <p>For Section 10B (Special Terms &amp; Condition) - maximum 10 marks</p> <ul style="list-style-type: none"> <li>f. Delivery and deployment plan-2 marks if given otherwise 0</li> </ul>

			<p>g. Highest level OEM support and partnership-2 marks otherwise 0</p> <p>h. Availability and turnaround time of Inventory for parts replacement as per SLA-2 marks otherwise 0</p> <p>i. Availability of Onsite toolset-1 marks otherwise 0</p> <p>j. AMC plan per requirements-3 marks otherwise 0</p> <p>For Section 10C (Special Terms &amp; Condition)- maximum 5 marks</p> <p>k. Industry standard support and operations plan- 2 if given otherwise 0</p> <p>l. More features than Technical requirements in tender - 1 marks, 0.5 if matching otherwise 0</p> <p>m. Training plan as per section 22.5- 2 if given otherwise 0</p> <p>For Section 10D (Special Terms &amp; Condition)</p> <p>n. It is as per requirement-10 marks, otherwise 0</p>
2	Compliance to minimum technical requirements	15	<p>The compliance to the end-user features and other technical requirements outlined in (Annexure-I). Providing more relevant and useful feature and services than specified requirements improving overall quality of maintenance - 15 marks</p> <p>Matching all minimum technical requirements- 12 marks</p> <p>Not meeting minimum technical requirements-0</p>
3	Financial and Operational stability of the applicant	20	<p>X&lt; INR 6.75 Crores - 0 (Zero) Marks</p> <p>INR 6.75 crores &lt;= X &lt; INR 7.75 Crores - 12 Marks</p> <p>INR 7.75 crores &lt;= X &lt; INR 8.75 Crores - 13 Marks</p> <p>INR 8.75 crores &lt;= X &lt; INR 9.75 Crores - 14 Marks</p> <p>INR 9.75 crores &lt;= X &lt; INR 10.75 Crores - 15 Marks</p> <p>INR 10.75 crores &lt;= X &lt; INR 11.75 Crores - 16 Marks</p> <p>INR 11.75 crores &lt;= X &lt; INR 12.75 Crores - 17 Marks</p> <p>INR 12.75 crores &lt;= X &lt; INR 13.75 Crores - 18 Marks</p> <p>X&gt;=13.75 Crores - 20 Marks</p> <p>Where X is average annual turnover for the past three years.</p>
4	Experience in providing campus Data and Network implementation, warranty, support, CAMC and operations to IIT, NIT, IISER, institute of national importance, PSU.	25	<p>15 marks if there is one implementation of similar work of minimum value of INR 1 Crore 8 lakh in IIT, NIT, IISER , institute of national importance, PSU.</p> <p>Zero marks if it is less than 1 crore 8 lakh.</p> <p>1 (One) additional mark for additional similar work of min. value of 1 Crore per client organization between financial year 2015-2021. Customer satisfaction report to be provided (Form 6).</p>
5	Project Plan and implementation methodology during	5	5 marks if provided as per section 22 (Special Terms & Condition) Project plan, Material delivery plan, Quality control and

	implementation and warranty, operations, support and maintenance.		benchmarking, Key Personals involved- Qualification, experience and domain knowledge, 0 otherwise.
--	---	--	--

Bidders, whose bids are responsive, based on minimum qualification criteria / documents as in PreQualification Criteria and score at least in the (given) defined scoring mechanism would be considered technically qualified. Price Bids of such technically qualified Bidders alone shall further be opened.

### **13. Financial and final Evaluation**

In the second stage the financial evaluation will be carried out for the technically qualified applicants as per section 12 (Special Terms & Condition). For financial evaluation, the total cost indicated in the Financial Proposal, will be considered. The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations within the total quoted price shall be that of the Applicant.

The applicants will be ranked based on total cost of the solution quoted in the financial bid from lowest to highest.

The lowest cost quoted among all the applicants, L1 will be called for further process leading to the award of the assignment.

### **14. Award of work**

After selection, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by the Authority to the vendor and the vendor shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the vendor is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the vendor to acknowledge the LOA, and the next highest ranking Applicant may be considered.

#### **PBG (Performance Bank Guarantee):**

The vendor must produce an unconditional Performance Bank Guarantee (the “**PBG**”) for 10% of project value mentioned in LOA from Indian Nationalized Bank denominated in Indian Rupees (INR) within 15 days of the date of “**LOA**”.

The validity of the PBG must be Four years from the date of LOA.

### **15. Payment Terms and Conditions**

#### **For scope of work under section 10A and 10C of Special Terms and Condition.**

Full (100%) payment on completing all commissioning milestones as per Table 2.

#### **For scope of work under section 10B of Special Terms and Condition.**

Full (100%) payment on delivery and acceptance of warranty components.

Payment shall be made quarterly in arrears during the AMC, support, maintenance and operations period starting from the commissioning milestone mentioned in Table 2.

**All payments will be subject to deduction of all applicable taxes.**

## **16. Project Time Schedule and penalty due to delay in implementation**

Subject to the clause on Force Majeure in this Contract, the vendor will have to complete the work as per the scope outlined in the section 10 (Special Terms & Condition) adhering to the milestones outlined.

In case, the extension of the time schedule is inevitable, the vendor will have to inform in advance giving justification for extension through a duly attested letter. The request of such extensions will then be placed before an empowered committee of IIT Patna for approval. Only upon approval of the empowered committee such extensions will be considered. In case of rejection of such request, penalty will be applicable as described below.

**0.1% of the total project cost as per LOA for every week of delay to be calculated individually for each milestone mentioned in section 10 (Special Terms & Condition) Table 2 and accumulated penalty will be levied.**

The vendor has to provide the detailed project plan with a time schedule.

Maximum value of penalty to be imposed due to delay will be 10% of total project cost as per LOA.

## **17. Review meeting**

Periodic review meetings shall be conducted to monitor and assess the progress of the work. The schedule, agenda and participation etc. of such meetings must be planned by the vendor in coordination with the IIT Patna representative. Responsible representative of the contractor along with the site engineer shall attend scheduled site meetings and make himself available for any other meetings with the IIT Patna as and when required at site.

## **18. Right to reject any or all Proposals**

Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

The Authority reserves the right to reject any Proposal if:

at any time, a material misrepresentation is made or discovered, or

The Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If the Applicant is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

## **19. On-site survey, Detailed BOQ, and local conditions**

### **On-Site Survey**

The applicants should conduct a detailed site survey and interaction with respective stakeholders for gathering required comprehensive information regarding the scope of work mentioned in section 10 (Special Terms & Condition) before preparing the bid documents.

- Number of users

- Campus Data and telephone network architecture
- Equipments and Hardware, Software, Licenses, subscriptions etc
- Links and connectivity between devices, layers etc
- Naming and Nomenclature
- Data and telephone network AAA, security, threat prevention and recovery aspects
- Auditory and regulatory requirements
- Logging, monitoring and other Reporting in various formats regarding user LAN and internet access, data and telephone traffic, regulatory compliances
- User, application and network traffic Policies
- Device Configurations, compatibility and interoperability
- Maintenance, operations and warranty

The above methodology and list is a generic outline and the applicant is free to adopt/suggest approaches and parameters based on their own experience and expertise.

### **Detailed BOQ**

The applicants must provide the detailed unpriced BOQ as part of the technical bid and priced BOQ as part of the financial bid as per the terms and conditions of the tender.

- The BOQ should be complete in all respects.
- The bidders should ensure that all components are accounted for in both the "un-priced" and "priced" BOQs. The bidder, if selected, will have to provide any missing component at own cost.
- All line items in the "priced" BOQ must also appear in the "unpriced" BOQ.
- The "priced" BOQ must have the prices quoted both in figures and words and in case of any discrepancy, the amount quoted in words will be taken as correct.
- The Technical bid should include an unpriced BOQ (in tabular form) in a section clearly marked as Unpriced BOQ along with supporting documents to substantiate the evaluation of questions indicated in section 12 (Special Terms & Condition). The unpriced BOQ table along with supporting documents should be divided into following sections, separately.
  - A. Upgradation with 3 years comprehensive OEM support
  - B. Warranty and comprehensive AMC for 3 years
  - C. Cost effective Solution for NAC and NMS with 3 years support

For section A and C of Section 10 (Special Terms & Condition) the following format should be used.

Item name	Description	Product part code	Solution component description*	Quantity (if applicable)	Unit rate	Total cost

The column solution component description may have following values:

Core switch, Firewall, IP Telephony, Wifi, Distribution switch, Access Switch, NAC, NMS, Any other self explanatory term describing the component

The last two columns should be left empty in the unpriced bid and should be filled only in the commercial bid. There should be no line item in the commercial bid which is not mentioned unpriced BOQ.

The terms "installation", "tools and testers" may be used as line items in the BOQ wherever necessary.

In case the line item is a “license”, then it must be clearly indicated, properly described with type, validity, quantity, renewal requirements etc.).

All the licenses must be valid at least for the period starting from the day it is deployed during project execution till the warranty, support and maintenance of 3 years expires. The perpetual & open source licenses must be clearly marked.

Project execution period means period between Project Kick-Off and commissioning milestones as per section 10 (Special Terms & Condition)

Format for section B:

<b>Year</b>	<b>Warranty Cost</b>	<b>AMC Cost</b>
Y1		
Y2		
Y3		
<b>Total Cost</b>		

## **20. Local Conditions**

It will be incumbent upon each Bidder to fully acquaint himself with the local conditions and other relevant factors at the proposed site which would have any effect on the performance of the contract and / or the cost. For site visits and other information, the bidders may contact Registrar IIT Patna. The Bidder is expected to make a site visit to obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into contract.

Failure to obtain the information necessary for preparing the bid and/or failure to perform activities that may be necessary for the providing services before entering into contract will in no way relieve the successful Bidder from performing any work in accordance with the Tender documents.

It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the bidding documents. The Purchaser shall not entertain any request for clarification from the Bidder regarding such conditions.

It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the Purchaser and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the Purchaser on account of failure of the Bidder to appraise themselves of local laws and site conditions.

---

### **d) Warranty, CAMC and SLA**

The general guidelines for warranty, CAMC, Operations, support and SLA are mentioned below. Please refer to (Annexure-I) for any specific details.

#### **A. Warranty and AMC:**

1. The vendor warrants that the products supplied under the Contract are of the most recent version and that they incorporate all recent improvements in design and/or features. The vendor further warrants that all the Products supplied under this Contract shall have no defect, arising from

design or from any act of omission of the vendor that may develop under normal use of the supplied products in the conditions prevailing in India.

2. Warranties for OEM products shall be provided on a pass-through basis. There are no implied conditions or warranties.
3. The minimum warranty period shall be 3 (Three years) years/ 36 (Thirty Six) months from the date of commissioning and acceptance of the work in totality as per section 10 (Special Terms & Condition). The vendor shall, in addition, comply with the performance guarantees specified under the Contract. If, for reasons attributable to the Selected applicant, these guarantees are not attained in whole or in part the vendor shall make such changes, modifications and/or additions to the Products or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests.
4. During the warranty period, the vendor shall repair/replace at the installed site, at no charge to IIT Patna, all defective components that are brought to the Vendor's notice. Warranty should not become void, if IIT Patna buys any other supplemental hardware from a third party and installs it within these machines under intimation to the vendor. However, the warranty will not apply to such supplemental hardware items installed.
5. **In case of critical non-functioning of any item under warranty, the replacement of equipment has to be done within 48 hours.**

<b>Penalty for delay in replacement</b>		
1	Prescribed Replacement time	No Penalty
2	Upto 96 hours after grace period	.25% of the LOA value
3	For every 48 hours beyond grace period upto 10 days	.25% increase in previous penalty value
4	Beyond 10 days	Breach of Contract

6. For purposes of this Service Level Agreement, the definitions and terms as specified in the contract along with the following terms shall have the meanings set forth below:

**Uptime** shall mean the time period for which the specified services/components with specified technical and service standards are available to the state and user departments. Uptime, in percentage can be calculated as:

**Calculation of Service Uptime = [1- (Downtime/Total Time)] X 100**

**Downtime** shall mean the time period for which the specified services/components with specified technical and service standards are not available to the state and user departments and excludes the scheduled outages planned in advance, the link failures and reasons beyond vendor control.

**Incident** refers to any event/abnormalities in the functioning of the LAN/Wi-Fi/telecom Equipment/specified services that may lead to disruption in normal operations of the services.

**Resolution** Time shall mean the time taken (after the incident has been reported at the help-desk), in resolving (diagnosing, troubleshooting and fixing).

7. The vendor shall with all reasonable speed, repair or replace the defective products or part thereof without cost to IIT Patna. The response time should not be more than half an hour and the resolution time should be as per SLA mentioned below:

SLA		
Utility	Uptime	Resolution time
Connectivity- Firewall to ISP termination , Optical fiber ring connecting the Core layer to Distribution layer, Interconnectivity of core components, Distribution to access links for admin and academic blocks and hostels	99%	As per Service Desk SLA described at section B.
Core layer equipment including call manager for telephone service	99%	
Distribution layer switches	99%	
Access layer switches of Admin and Academic blocks and Hostel	99%	

Uptime shall be calculated on a quarterly basis. Uptime will be based on the report presented by the vendor to IIT Patna representative, based on system logs, equipment logs, downtime and rectification reporting etc. In case the uptime for each of the system under Warranty/AMC is less than the respective SLA, the non-performance deduction from payments for the system under Warranty/AMC shall be as per the following table:

Penalty for UPTIME SLA violation	
Uptime	Non-performance deduction in each case
As prescribed above	No deduction
Up to 1% fall in uptime as prescribed	2% of the operations value for the quarter
Up to 3% fall in uptime as prescribed	10% of the operations value for the quarter
More than 3% fall in uptime	Breach of Contract

8. If the Selected applicant, having been notified, fails to remedy the defect(s) within the period specified above, IIT Patna may proceed to take such remedial action as may be necessary, at the selected applicant's risk and expense and without prejudice to any other rights, which IIT Patna may have against the vendor under the Contract.

## **B. Vendor NOC hosted 24X7X365 support and ServiceDesk for equipment and software under scope of work**

### Scope:

The ITIL ITSM service and support desk hosted at vendor NOC (Network Operations Center) will be responsible for following activities to maintain the SLAs mentioned in section A above:

- 24X 7 X 365 Service request management
- Performance Management and optimization
- Availability and capacity management
- SLA Management
- Knowledge management
- Asset management

- Incidence management
- Problem management
- Change management
- Configuration Management
- Dash Boards, Statistics and Reporting
- Escalation Matrix
- Providing design best practices and support during deployment and integration of new equipment that interface with the existing equipment and software under the scope of this RFP.

Indicative list of activities (but not limited to) are given below:

- Network Monitoring
- Network Troubleshooting-Support user on network access (no or too slow internet access, no access to resources on network, etc.)
- VLAN Management Setup virtual LAN on data switches and allocate switch/port to each VLAN accordingly
- Wireless LAN Add/remove users to WLAN system, change password, WLAN coverage management: Add/remove access points
- Network Monitoring and Reporting - Add/remove network devices to monitoring service and generate reports
- Bandwidth Allocation (QoS) -Allocate, prioritize and control band width usage per service, user or business unit.
- Routing - Routing among subnets, zones, branch offices.
- Software Upgrade and Patch Maintenance
- VPN Setup - Establish secured site-to-site network connection with redundancy
- Remote Access for Users - Provide VPN access for user to remote access from outside to resources inside company
- Emergency Changes in the firewall to solve critical service disruption or not planned/emergency business requests properly validated by the security team
- Monitor and Manage the Firewalls, IPS, Antivirus, Content & URL Filtering
- Call Manager and IP Phone handling
- Any other Trouble shooting, configuration, integration activities

#### Priority, Metrices and SLA:

The service requests or issues raised with the service desk in automated or manual way can be categorized into following priorities:

Category	Description
CRITICAL	Affects the Core Zone and one or more Zone.
HIGH	Affects one or more zones except core zone.
MEDIUM	Affects a subset of users in one or more zones. Users may be able to continue work by applying a workaround.
NORMAL	Affects a subset of users but do not impede work.

In addition to comply to the SLA mentioned in section A, following metrices need to be followed:

Metric	Value	Penalty
Time to First Response	Maximum 30 min	In case of violation of SLA defined here for service desk and support
Time to Resolution	CRITICAL-Less Than 3 Hours	

	HIGH-Less than 5 hours MEDIUM-Less than 8 hours NORMAL-Less than 24 hours	there will be penalty of 1% of operations value of that quarter for every hour of delay incurred.
Time Waiting for Support	Not more than 1 Hour	

The other specific details and compliance matrix are provided in Annexure I.

## **21. Delivery of items (Hardware and Software)**

Delivery of the Products/Software shall be made by the supplier in accordance with the system approved/ordered. The details of the documents to be furnished by the Supplier are specified hereunder:

1. Three (3) copies of Supplier's Invoice showing LOA/WO/PO number, Products description, quantity, unit price and Total amount.
2. Delivery Note or acknowledgement of receipt of Products from the Consignee or in case of products from abroad original and two copies of the negotiable clean Airway Bill.
3. 2 copies of packing list identifying contents of each package.
4. Manufacturer's/Supplier's warranty certificate.
5. Inspection certificate issued by the nominated inspection agency, if any, and the Supplier's factory inspection report and Quality Control Test Certificates.
6. Certificate of Origin.

## **22. Project Implementation**

The bidder would be responsible, but not limited, to perform the following activities during the installation:

- Checking site readiness for integration
- Meet all plans, specifications and applicable codes and regulatory requirements.
- Installation, deployment and integration of all the hardware and software components of solution.
- Installation of all the accessories, cable and connectors
- Bunching, dressing and labeling of the cables
- Detailed project documentation (operational, functional and technical), troubleshooting manuals, FAQs, end user manuals etc
- Project Sign off
- Certification
- Develop and implement a quality control system for the project.
- Coordinate with all the stakeholders to ensure that the project design and schedule is met.
- Coordinate with the General Contractor (and all other appropriate groups) on any infrastructure issues arising during construction, including: scheduling, finishes, clarifications, and identified deficiencies.
- Adherence to design specifications, in case of any deviation the same has to be conveyed to design team
- Coordinate with design team for all design related queries
- Submit regular progress reports to project management team
- Adhere to quality of work during the implementation.

- Establish and maintain on site a complete file of all drawings and items submitted.
- Distribute meeting minutes following each progress meeting.
- Coordinate the preparation of punch lists and ensure that all items are completed on a timely basis.
- Adhere to all safety measures at site during implementation.

### **Kick-Off**

The start of the project implementation will be marked by a Project Kick-off meeting. This meeting will act as a launch pad for the entire project. The project team of selected bidders should be present during the kick-off meeting. During the kick-off, the implementation related details, stakeholders, project plans etc will be discussed.

### **Go-Live**

The Go-Live happens to be one of the most important milestone wherein, all the components of the project has been implemented and integrated in all respect and the entire solution is operational. At this stage, the solution is ready for use and acceptance testing.

### **Commissioning**

This milestone marks final acceptance of the solution by IIT Patna. By this time, all the items in scope of works must be completed with proper documentation and sign-off. This milestone also marks the start of the support, warranty and maintenance phase. All the components (Hardware/Software etc), remain under the responsibility of the selected bidder until this milestone.

### **Acceptance testing**

The acceptance test cases and schedule will be provided by the selected bidder covering all requirements and components. The test cases, procedures and plans should be accepted by IIT Patna and then testing will be conducted accordingly.

On successful completion of installation, commissioning, acceptability test, receipt of deliverables, training & handholding etc, and after the solution runs successfully for three months after “Go-Live” milestone and IIT Patna is satisfied with the working on the system, the acceptance certificate (as mutually decided and approved by IIT Patna) duly attested and signed by the selected bidder and IIT Patna will be issued.

### **Training and handholding**

#### End-User Training:

The selected bidder for implementation must conduct end-user training to familiarize the end-users with the features available in the solution. The schedule and content of such training must be prepared by the bidder and shared with IIT Patna. This training must be supported with the detailed end-user manuals, help documents, FAQs etc.

#### Technical Training:

The selected bidder for implementation must conduct detailed technical training for the various components of the solution for the technical team of IIT Patna. This must be supported with detailed technical documentation with diagrams, configurations, connectivity and interface details, technical references and literature etc. Furthermore, a demo test bed setup should be a part of this training.

#### Operational Training:

The selected bidder must provide handholding and training support for operational requirements. The operations part must be documented appropriately with steps, configurations, illustrative practical use cases etc.

### **23. Project implementation related documentation**

The bidder would be responsible, but not limited, to provide following project related documentation:

- Project team details with hierarchy
- Tracking delivery of materials (hardware/software)
- Maintaining live inventory of all the materials
- Weekly project progress reports and weekly meeting minutes
- Technical and Training documentation
- Acceptance testing
- Installation reports

.

---

### **24. Non-disclosure and privacy**

All the material / information sent to the Bidder/Applicant shall be treated as confidential and should not be disclosed in any matter to any unauthorized person under any circumstances. The successful applicant and their employees deployed on the project have to furnish a Non-Disclosure Agreement (NDA) as per Form 10 Non-Disclosure Agreement.

---

### **25. Detailed information and instructions for applicants**

**Definitions:** In this document the following words and expressions have the meaning hereby assigned to them.

- A. Employer: Means Indian Institute of Technology Patna (IITP or IIT Patna or IIT PATNA) acting through its Director.
- B. Applicant or bidder or vendor: Means the proprietary firm, LLP, limited company private or public or corporation.
- C. “IITP” means IIT Patna or IIT PATNA.
- D. “Year” means “Financial Year” unless stated otherwise.
- E. “Similar Work” or eligible assignments means the assignments/project/works which are similar in scope, size, number of users & stature of client IIT Patna per se.
- F. CAMC - Comprehensive Annual Maintenance Contract

**The dispute resolution mechanism to be applied shall be as follows:**

- i. In case of Dispute or difference arising between IIT Patna and the Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitration and Conciliation Act 1996, the rules there under and any statutory modification or reenactments thereof, shall apply to the arbitration proceedings.
- ii. Arbitration proceedings shall be held at Patna, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- iii. The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation,

etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

iv. Appeal or any legal remedy shall lie under the jurisdiction of High Court at Patna.

### **Contract Document**

Contract document should be executed within 21 days of the issue of the letter of acceptance. Non fulfilment of this condition of executing a contract by the Contractor or Supplier would constitute sufficient ground for annulment of the award and forfeiture of Earnest Money Deposit.

### **Termination of Contract**

The purchaser reserves its right to terminate the maintenance contract at any time after giving due notice without assigning any reason. The contractor will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the contractor for maintenance services already performed in terms of the contract, these would be paid to it/him as per the contract terms.

### **Support on Contract Expiry / Termination:**

- On successful completion of the contract period, IIT PATNA will retain software licenses/subscriptions/copyrights/Hardware etc under the scope of this tender without any financial implication. No other hardware or software will be retained by IIT PATNA upon successful completion of contract period.
- After the expiry of the contract period, if IIT PATNA decides to move / migrate to a different service provider, the bidder shall provide all configuration, data, login credentials and any other data related to the equipments and services under the scope of the contract of this tender in a usable / compatible format and also provide necessary support in organizing the migration to the new service provider or datacenter.
- In case of premature termination or foreclosure of the contract, the bidder shall provide all configuration, data, login credentials and any other data related to the equipments and services under the scope of the contract of this tender in a usable / compatible format and also provide necessary support in organizing the migration to the new service provider or datacenter.
- In case the bidder refuses or fails to provide the necessary support at the end / expiry of the contract, IIT PATNA will reserve the right to encash PBG. The PBG will be released only after this obligation is met.

### **Default by Bidder**

In the event of the failure, refusal or inability of the Bidder to perform any part of the Work in accordance with the Contract, the Owner may give notice of default to the Bidder stating the details of such failure. If the Bidder within fifteen (15) calendar days after receipt of such notice does not commence, or having commenced does not continuously proceed with action satisfactory to the Owner to remedy such failure, the Owner may issue a notice of termination by giving 30 days' notice period, without prejudice to any other rights or remedies which the Owner may have under the Contract.

### **Bidder's bankruptcy**

In the event of the Bidder being adjudged bankrupt, applying for a legal moratorium of payments or any similar form of legal action and in the event of any other factual or legal measures to the effect that the Bidder should lose at any time the facility of freely controlling, or of freely disposing of any

substantial part of its assets or other facilities, or if, in the opinion of the Owner, the Bidder is likely to be subject to such type of action then the Owner may terminate the Contract, without prejudice to any rights or remedies which the Owner may have under the Contract.

### **Improper business conduct**

The Owner shall be entitled to terminate the Contract and to recover from the Bidder the amount of any loss or damage resulting from such a termination if the Bidder, Bidder Personnel or representative of the Bidder, with the intention of obtaining an improper business advantage, either, enters into any business arrangements, or, pays any commissions or fees, or grants any rebates to, or gives any gifts or entertainment to, any officers, employees or agents of the Owner, NDA violation, or, commits any other act with such an intention.

### **Effect of Termination Notice**

In the event of a notice of termination being given by the Owner, the Bidder shall immediately, or upon such other date as is specified in such notice, terminate its performance of the Work and shall assign to the Owner, or its nominee, all rights and titles relating to the Work which the Bidder may directly or indirectly have acquired vis-à-vis third parties. In addition the Bidder shall take all such further steps as are necessary to enable the Owner, or its nominee, to take over the Bidder's position in the performance of the Work with the least possible disruption, all in accordance with the Owner's instructions.

Termination of the Contract shall not relieve the parties of any continuing rights, obligations and liabilities under the Contract, including but not limited to "Right to audit", "Liabilities and indemnification", "Ownership patents and other proprietary rights and "Confidentiality."

### **Integrity Pact**

Integrity Pact will be submitted by the bidder. The Integrity Pact, as mentioned in Form 14 Integrity Pact, will form part of this contract.

### **Merger & Acquisition**

In case of mergers and acquisitions of the bidder company or the OEM, all the contractual conditions and obligations shall automatically get transferred to acquiring company / entity and acquiring company must assume all the obligations of the contract till the end of the contract period.

### **Indemnification**

The bidder shall fully indemnify and keep indemnified IIT Patna against all claims which may be made in respect of the use of Systems / Software / Item(s) / services supplied / rendered by the bidder, for infringement of any rights protected by patent, registration of designs or trademarks and legality of the Software or NDA liability. All such claims in this regard will be settled as per Indian Laws. In the event of any such claims being made against IIT Patna, IIT Patna will inform in writing to the bidder who shall at his own risk and cost either settle any such dispute or conduct any litigation that may arise there from.

### **Performance Bank Guarantee**

The successful Bidder shall ensure, the Performance Guarantee is valid at all times during the Term of the subsequent contract (including any renewal) and for a period of 60 days beyond all contractual obligations, including warranty terms.

The Purchaser may invoke the Performance Guarantee in the event of a material breach by the successful Bidder leading to termination for material breach.

The Performance Guarantee shall be kept valid till completion of the project and Warranty period. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The

selected Bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the selected Bidder fails to submit performance guarantee within the time stipulated, the Purchaser at its discretion may cancel the order placed on the selected Bidder without giving any notice.

### **Force Majeure**

Notwithstanding the provisions of TCC, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, Force Majeure means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the IIT Patna in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Supplier shall promptly notify IIT Patna in writing of such condition and the cause thereof. Unless otherwise directed by IIT Patna in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### **Applicable Law**

Notwithstanding anything stated herein this clause shall be only applicable to the extent of the Vendor being a company incorporated in India and as a provider of Information technology products and Services.

The Contract shall be interpreted in accordance with the laws of the Union of India and the Bidder shall agree to submit to the courts under whose exclusive jurisdiction the Registered Office of IIT Patna falls.

### **LABOUR LAWS**

The contractor shall abide by the provisions of state/ central govt./local labour laws and discharge his obligations towards any liability arising out of such laws in respect of his workers/ sub contractors workers. In case, the contractor fails to comply with the law requirements, the Director, IIT Patna will have to intervene and settle the demands/ disputes of the contractor or his sub contractors labour and debit the cost to the contractors account. The contractor shall maintain all such records for the attendance of his labour/ other people as may be required. In no case, the same would be mixed up with records of the Director, IIT Patna/ his other contractors.

### **Taxes and Duties**

IIT Patna is an institution of Government of India. So the tax and duty structure is as applicable to Government of India.

The Supplier will be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc. in connection with delivery of products at site including incidental services and commissioning.

**Tax deduction at Source:** Wherever the laws and regulations require deduction of such taxes at the source of payment, IIT Patna shall effect such deductions from the payment due to the Supplier. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by IIT Patna as per the laws and regulations in force. Nothing in the Contract shall relieve the Supplier from his responsibility to pay any tax that may be levied in India on income and profits made by the Supplier in respect of this contract.

### **Supplier's obligations**

The Supplier is obliged to work closely with IIT Patna's staff, act within its own authority and abide by directives issued by IIT Patna and implementation activities.

The Supplier will abide by the job safety measures prevalent in India and will free IIT Patna from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Supplier's negligence. The Supplier will pay all indemnities arising from such incidents and will not hold IIT Patna responsible or obligated.

The Supplier is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.

The Supplier will treat as confidential all data and information about IIT Patna, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of IIT Patna.

### **Patent Rights/Intellectual Property Rights**

Each party grants only the licenses and rights specified in this Agreement. No other licenses or rights (including licenses or rights under patents) are granted either directly, by implication, or otherwise. Each party shall retain ownership of its respective pre-existing intellectual property rights.

If a third party claims that an unaltered Bidder manufactured product provided to IIT Patna infringes that party's patent or copyright, Bidder will defend IIT Patna against that claim at Bidder's expense and pay all costs, damages and attorney's fees that a court finally awards. IIT Patna shall provide Bidder with prompt notice of such claim and allow Bidder to control the defence of such claim

### **Fall Clause**

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems/items or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems/items was supplied by the BIDDER to any other Ministry/Department of the Government of India or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the PRINCIPAL, if the contract has already been concluded.

### **Discretionary Right to use the product till replacement**

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the product is found to be unsatisfactory, IIT Patna shall at its discretion may have the right to continue to operate or use such product until rectification of defects, errors or omissions by partial or complete replacement is made without interfering with IIT Patna's operation.

### **Safety and Labor laws**

Notwithstanding anything stated herein this clause shall be only applicable to the extent of the Vendor being a company incorporated in India and as a provider of Information technology products and Services

CONTRACTOR shall comply with the provision of all laws including Labour Laws, rules, regulations and notifications issued thereunder from time to time. All safety and labour laws enforced by statutory agencies and by local bodies shall be applicable and the Compliances of the same shall be the sole responsibility of the bidder under the performance of this CONTRACT and CONTRACTOR shall abide by these laws.

CONTRACTOR shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. No smoking shall be permitted outside the living quarters, and welding jobs will be carried out with full safety precautions. The contractor's employees also shall comply with safety procedures/policy.

The CONTRACTOR shall report as soon as possible any evidence which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations. Moreover the contractor shall get the entire necessary work site, employees and his personnel insured under CAR policy. However, that such liability shall be limited to 110% of the CONTRACT Price and other necessary insurance schemes as well as the acts such as Workmen's compensation Act, ESI Act and PF Act under the relevant acts of the Government as required for the execution of the project and shall consider the amounts arising out of the same in the bid quoted.

### **Indemnity agreement**

Notwithstanding anything stated to the contrary in this tender and regardless of the nature of claim, Bidder's aggregate liability for direct damages under this Contract shall not exceed the charges paid by IIT Patna to Bidder for the individual product or service that is the subject of claim (if recurring, twelve months charges apply). This limit shall not apply to damages for bodily injury (including death) and damage to real property and tangible personal property for which Bidder is legally liable. The Bidder shall in no event be liable for indirect, consequential, incidental or special damages, loss of/damage to, data and third party claims, even if Bidder has been advised of possibility of such damages.

### **Arbitration**

Except as otherwise provided elsewhere in the CONTRACT if any dispute, difference, question or disagreement arises between the parties here to or the respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the CONTRACT or breach thereof the same shall be decided by an Arbitral Tribunal consisting of three Arbitrators. Each party shall appoint one Arbitrator and the Arbitrators so appointed shall appoint the third Arbitrator who will act as presiding Arbitrator.

In case a party fails to appoint an arbitrator within 30 days from the receipt of the request to do so by the other party or the two Arbitrators so appointed fail to agree on the appointment of third Arbitrator within 30 days from the date of their appointment, upon request of a party, the Chief Justice of India or any person or institution designated by him (in case of International Commercial Arbitration) shall appoint the Arbitrators/ Presiding Arbitrator. In case of domestic contracts, the Chief Justice of the High Court or any person or institution designated by him within whose jurisdiction the subject purchase order/contract has been placed/made, shall appoint the Arbitrator/ Presiding Arbitrator upon request of one of the parties.

If any of the Arbitrators so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.

It is a term of the CONTRACT that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.

It is also a term of the Agreement that neither party to the Agreement shall be entitled for any ante late (pre-reference) or pendent elite interest on the amount of the award.

The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.

The venue of the arbitration shall be the place from where the Agreement has been placed.

The fees of the arbitrators shall be borne by the parties nominating them and the fee of the presiding Arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.

Subject to as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 India and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause.

### **Compliance to statutory rules/regulations/acts**

Notwithstanding anything stated herein this clause shall be only applicable to the extent of the Vendor being a company incorporated in India and as a provider of Information technology products and Services The contractor will have to comply with all the rules/ regulations/ acts prescribed under the Factories Act, Provident Fund Act, ESI Act, Shops and Establishment Act, Workmen's Compensation Act and such other Acts and labour laws as may be applicable and any liability arising out of non observance of the regulations and Acts in respect of his employees, in respect of this contract work, will have to be fully assumed and met by the contractor. The contractor should ensure that he satisfies all the above regulations acts etc.

### **Regulations**

The contractor and his employees shall observe all prevailing rules and regulations of working in IIT Patna and modified/ upgraded/ amended from time to time.

### **Site supervision and site instruction book**

The contractor shall deploy qualified and responsible engineer at site for site supervision and this engineers shall be available at site during working hours to take instructions and answer queries.

### **Maintenance of records**

The contractor shall maintain at site proper record of the contracts agreement, drawings, site instructions or any other records as requested by Director, IIT Patna and shall make these available to Director, IIT Patna as and when required during site visits.

### **House keeping**

The contractor shall provide proper housekeeping, keep the work place neat and clean and store materials neatly and properly at the closure of each day's work. Protecting electrical equipment from other contractor's activities (e.g. Painting, etc.) shall be contractor's responsibility with intimation to safety officers.

### **Access to work**

The Director, IIT Patna and their representatives shall have access to the works and the workshops or other place of the Contractor where work is being carried out for the Contract and when work is to be so prepared in workshops or other places of a Sub-Contractor (whether or not a nominated Sub-Contractor.) at all reasonable times. The Contractor shall have a term in the Sub-Contract so as to secure a similar right of access to those workshops or placed for the Director, IIT Patna and his representatives and shall do all things reasonably necessary to make the right effective.

### **Dismissal**

The Contractor shall on the request of the Director, IIT Patna immediately dismiss from the works any person employed thereof by him who may in the opinion of the Director, IIT Patna be incompetent or misconducts himself and such person shall not be again employed on the work without the permission of the Director, IIT Patna

**Form 1**  
**TENDER ACCEPTANCE LETTER**  
**(To be given on Company Letter Head)**

To,  
The Registrar,  
(for Stores & Purchase Section)  
Indian Institute of Technology Patna  
Kanpa Road, Bihta, Patna, Bihar-801106  
Phone: 06115-233-683

**Sub: Acceptance of Terms & Conditions of Tender.**

**Tender Reference No.:** \_\_\_\_\_

**Name of Tender / Work:-**  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir/Madam,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned “Tender / Work” from the website(s) namely: \_\_\_\_\_ as per your advertisement, given in the above-mentioned website(s).
2. I / We hereby certify that I / We have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. I/We have read the section 3 of Special Terms & Conditions, regarding restrictions on procurement from a bidder outside the country; I/We certify that this bidder is from India. I/We hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.
4. The corrigendum(s) issued from time to time by your department / organizations too have also been taken into consideration, while submitting this acceptance letter.
5. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirely.
6. I / We do hereby declare that our Firm has not been blacklisted / debarred by any Govt. Department / Public Sector Undertaking.
7. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department / organization shall without giving notice or reason thereof or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including forfeiture of the full said EMD absolutely.

**Yours Faithfully,**

**(Signature of the Bidder, with Official Seal)**

Email ID: .....

Phone no.: .....

Mobile no.: .....

Address for notice: .....

**Form 2**  
**ESSENTIAL ELIGIBILITY CRITERIA**

Criteria	Response	Supporting Document	Page no. & Packet no.
1. The applicant should have at least five years of experience in implementation of Information and communication technology service and solution for hardware and software. The applicant must provide self attested year wise experience details and Form 4/5.			
2. For the financial and operational stability, the applicant should have an average annual turnover of the last three financial years of at least INR 6.75 (Five) Crore. The CA certified financial statements must be provided along with Form 3.			
3. The applicant should have a successful track record, and should have <b>at least one implementation of similar work of minimum value INR 1 Crore 8 lakh</b> in IIT, NIT, IISER , institute of national importance, PSU during the financial year 2015-2021. The applicant must provide the relevant PO's/Letter of award of work and completion certificate for the same.			
4. ISO and CMMI certification - ISO/IEC 20000-1 international standard for IT service management, ISO 9001:2000, ISO 9001:27000 and CMMI level 3. The relevant certification document with validity must be presented.			

Seal and Signature of Authorized Signatory

### Form 3

#### FINANCIAL INFORMATION

*(Applicants must furnish annual financial statements for the last five years in Form 3.)*

**I. Financial Analysis** – Details to be furnished duly supported by figures in balance sheet/profit and loss account for the last five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (copies to be attached).

Particulars	Financial Year					
	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
(i) Gross Annual Turnover (In Lakhs Rupees)						
(ii) Profit/Loss (In Lakhs Rupees)						
(iii) Income from IT service and solutions (In Lakhs Rupees)						

a) Current Profit & Loss account

Signature of Chartered Accountant with seal

Signature of Applicant(s)

**Form 4**

**DETAILS OF ASSIGNMENTS PROJECTS OF SIMILAR NATURE COMPLETED  
DURING THE LAST FIVE YEARS ENDING <Date>**

<b>Sr. No.</b>	<b>Description</b>	<b>Project Details</b>
1	Name of work/project and Location	
2	Project Objectives	
3	Name & Address of Employer/organization	
4	Cost of work in Rs.	
5	Complexity of the task (modules, etc.)	
7	Date of commencement as per contract	
8	Stipulated date of Completion	
9	Up to date percentage progress of work	
10	Slow progress if any and reasons thereof	
11	Name and address/email and telephone number of officer to whom reference may be made.	
12	Remarks	

\* For each work separate sheet be prepared as per Performa given in form 4.

Signature of Applicant(s) with date & seal

**Form 5****ASSIGNMENT / PROJECTS OF SIMILAR NATURE UNDER EXECUTION OR AWARDED**

<b>Sr. No.</b>	<b>Description</b>	<b>Project Details</b>
1	Name of work/project and Location	
2	Project Objectives	
3	Name & Address of Employer/organization	
4	Cost of work in Rs.	
5	Complexity of the task (modules, etc.)	
7	Date of commencement as per contract	
8	Stipulated date of Completion	
9	Up to date percentage progress of work	
10	Slow progress if any and reasons thereof	
11	Name and address/email and telephone number of officer to whom reference may be made.	
12	Remarks	

\* For each work separate sheet be prepared as per Performa given in form 5.

Signature of Applicant(s) with date & seal

## **Form 6**

### **PERFORMANCE REPORT OF WORKS REFERRED TO IN FORM '4' & '5'**

- 1) Name of work/Project & Location
- 2) Agreement No.
- 3) Estimated Cost
- 4) Tendered Cost
- 5) Date of start
- 6) Date of completion
  - i. Stipulated date of completion
  - ii. Actual date of completion
- 7) Amount of compensation levied for delayed completion, if any.
- 8) Performance Report

1. Quality of work	Very Good/Good/Fair/Poor
2. Financial soundness	Very Good/Good/Fair/Poor
3. Technical Proficiency	Very Good/Good/Fair/Poor
4. Resourcefulness	Very Good/Good/Fair/Poor
5. General Behavior	Very Good/Good/Fair/Poor

Date:

Authorized Signature

**Note:** - Certificate for each project completed/under execution shall be obtained as per "FORM 6" and given in separate sheets. At this location, images of these certificates can be scanned and pasted in the softcopy of this document.

**Form 7**  
**STRUCTURE & ORGANIZATION**

Name & Address of the applicant	
Telephone No. Telex No. Fax No.	
Particulars of registration with various Government bodies (attach attested photocopy) a. Organization/Place of Registration b. Registration No.	
Name and Titles of Director & Officers with designation to be concerned with this work	
Designation of individuals authorized to act for the organization	
Has the applicant, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.	
Was the applicant ever required to suspend assignment for a period of more than six months continuously after commencement of the assignment? If so, give the name of the project and reasons of suspension of work.	
Has the applicant ever been debarred / black listed for tendering in any organization at any time? If so, give details	
Has the ever been convicted by a court of law? If so, give details	
Any other information considered necessary but not included above	

**Form 8**  
**PRODUCT INFORMATION**  
**(To be filled in for each Software/HW component of solution)**

Product Name	
Current Version and Release Date	
Number of Clients using the Product in Real Production Installations in the last financial year	
Largest customer for this Product by:	
Number of Users	
Transaction Volume	
Number of Locations	
Percentage of Total Business	
How can the software/HW be acquired? (Purchase/lease/other)	
In case of SW licensing, explain software licensing system fee structure. Is it restricted as to location of installation e.g. global?	
If there are any other features that will be useful in evaluating the product(s) / solution, please state them	
Is your product having any specific version or module for Academic Institutions?	
What major enhancements are planned with respect to Academic Institutes like IITs / General Enhancements?	
Describe the major limitations on the use of the proposed products.	
Is the source code available (SW product)?	
Indicate contractual agreements, which would be applicable, if your proposal is ultimately accepted. Sample copies should be attached.  Software purchase Software licence Software maintenance /AMC *	
* Indicate clearly if up gradation to new a version is a part of AMC?	
Has there been a major rewrite of the proposed systems since the original?	
What is the road map of your product for the next 5 years? Mention End Of Sale, End Of Life and End Of Support details clearly.	
How many releases of your product have been produced during the last five years?	
What is the next scheduled major release of your software?	
How often are new versions released?	
Is the license agreement on per site, per CPU, per concurrent user, per named user, per server license, per database or enterprise basis?	
Licensing Information of all the components of the product must be provided with supporting license agreements, MAFs, OEM certifications etc.	

**Form 9****Component Licensing Information**

<b>Sl no.</b>	<b>Component/Item description</b>	<b>Hardware/ Software</b>	<b>License Type</b>	<b>License period</b>	<b>License Mode (per user/per machine etc)</b>	<b>Renewal cost as percentage of component cost</b>

## Form 10

### Non-Disclosure Agreement (For selected bidder only)

#### THIRD PARTY NON-DISCLOSURE AGREEMENT

I, \_\_\_\_\_, on behalf of the \_\_\_\_\_ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with IIT PATNA on contract is confidential and that the nature of the business of the IIT PATNA is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the IIT PATNA. Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business/Functional/Operational information: Employee/Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to IIT PATNA all documents and property of IIT PATNA, including but not necessarily limited to: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to IIT PATNA's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the IIT PATNA, and are reasonable given the nature of the business carried on by the IIT PATNA. I agree that this agreement shall be governed by and construed in accordance with the laws of the country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_, 20\_\_.

Name

Company

Signature

Note: - The above is suggestive in nature. Any other format of NDA duly approved can also be used.

## Form 11

### BID SECURING DECLARATION FORM (To be given on Company Letter Head)

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

Tender No. \_\_\_\_\_

To,  
The Registrar,  
Indian Institute of Technology Patna  
Kanpa Road, Bihta, Patna, Bihar-801106  
Phone: 06115-233-683

I/We. The undersigned, declare that:

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

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

- a) withdrawal/modification/amendment, impairment or derogation from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the receipt of your notification of the name of the successful Bidder.

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

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

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

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

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

## Form 12

**AFFIDAVIT REGARDING BLACKLISTING/ NON-BLACKLISTING FROM TAKING  
PART IN GOVT./ PSU/ CAB TENDER**

(To be executed on ₹ 100/- Stamp Paper and attested by Public Notary/ Executive Magistrate by the Bidder)

I/We proprietor/ Partner(s)/ Director(s) of M/s..... hereby declare that the Firm/ Company namely M/s..... has not been blacklisted or debarred or declared non-performer /no Criminal Case or Vigilance enquiry pending or ever been punished by any Hon'ble Court/ no due towards Income Tax as on the date of the Affidavit in the past by IIT Patna or any other Govt. Organization/ PSU/ Central Autonomous Body from taking part in Govt. /PSU/ Central Autonomous Body tenders.

OR

I/We proprietor/ Partner(s)/ Director(s) of M/s..... hereby declare that the Firm/ Company namely M/s..... was blacklisted or debarred or declared non-performer / no Criminal Case or Vigilance enquiry pending or ever been punished by any Hon'ble Court/ no due towards Income Tax as on the date of the Affidavit by IIT Patna or any other Govt. Department/ PSU/ Central Autonomous Body from taking part in Govt. tenders for a period of ..... years w.e.f. The period is over on .....and now the firm/company is entitled to take part in Govt. tenders.

In the event of the firm getting blacklisted/debarred/ declared non performer in any organization from the date of filling the tender till the award of contract, the facts will be disclosed, failing which the tender/ letter of award is liable to be cancelled without assigning any reason. After award of the work to the agency if it has been found that the agency has furnished wrong declaration in this affidavit, IIT Patna may terminate the contract with immediate effect without assigning any reason.

In case the above information found false, I/We are fully aware that the tender/contract will be rejected/cancelled by IIT Patna, and actions will be initiated in accordance with General Financial Rules-2017 and the provisions contained in this tender. In addition to the above IIT Patna, will not be responsible to pay the bills for any completed/ partially completed work.

**Signature.....**

**Name.....**

**Capacity in which assigned.....**

**Name and Address of the Firm.....**

## Form 13

### FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

(To be typed on Non-Judicial Stamp Paper of the value of Indian Rupees of One Hundred)

(TO ESTABLISH THROUGH ANY OF THE NATIONALISED COMMERCIAL BANKS WHETHER SITUATED AT PATNA OR OUTSTATION WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT PATNA)

To,  
The Registrar  
Indian Institute of Technology Patna  
Patna (Bihar)-801106

#### LETTER OF GUARANTEE

WHEREAS Indian Institute of Technology Patna, (Procuring Entity) has invited tender vide Tender No. .... dated..... for procurement of eligible successful bidder (service provider)..... wishing to supply the service ..... in response thereto shall establish an irrevocable Performance Bank Guarantee in favour of "The Registrar, Indian Institute of Technology, Patna", in the form of Bank Guarantee for ₹ ..... and the Performance Bank Guarantee shall remain valid for Sixty (60) days beyond the date of completion of all contractual obligation of the service provider, including warranty obligation from the date of issue of Performance Bank Guarantee and eligible successful bidder (the service provider) shall submit the same within Fourteen (14) Days from the date of award of contract.

NOW, THIS BANK HEREBY GUARANTEES that in the event of the said bidder (service Provider) fails to abide by any of the condition referred to in tender document/ Award of Contract, this bank shall pay to Indian Institute of Technology Patna, on-demand and without protest or demur ₹ .....(Rupees.....)

This Bank further agrees that the decision of the Indian Institute of Technology Patna, (procuring entity) as to whether the said bidder (service provider) has committed a breach of any of the condition referred in tender document/ award of contract shall be final and binding.

We,.....(Name of the Bank and Branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the bidder (service provider) and /or Indian Institute of Technology Patna, (procuring entity).

#### **Notwithstanding anything contained herein:**

1. Our liability under this Bank Guarantee shall not exceed ₹ ..... (Rupees.....only).
2. This Bank Guarantee shall be valid up to .....(date) and
3. We are liable to pay the Guaranteed amount or any part thereof under this bank guarantee only and only if IIT Patna serve upon us a written claim or demand on or before.....(date). This Bank further agrees that the claim if any, against this Bank,
4. the Guarantee shall be enforceable at our branch office situated at (Address of Local Branch).

**Yours Truly**

**Signature and Seal of the Guarantor**

**Name of Bank**

**Address**

**Date**

## Form 14

### Integrity Pact

#### **PRE-CONTRACT INTEGRITY PACT**

##### **General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 2010, between, on one hand, the President of India acting through Shri \_\_\_\_\_, Designation of the officer, Ministry / Department, Government of India (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise required, his successors in office and assigns) of the First part and M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called the “BIDDER/ Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India/PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered in with a view to : -

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERs to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

##### **Commitments of the BUYER**

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, with demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is *prima facie* found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **Commitments of BIDDERS**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether India or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDR's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### **4. Previous Transgression**

4.1 The BIDDER declares the no previous transgression occurred in the last three years immediately before signing of the Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5. Earnest Money (Security Deposit)**

5.1 While submitting commercial bid, the BIDDER shall deposit an amount \_\_\_\_\_ (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the

following instruments:

- (i) Bank Draft or a Pay Order in favour of \_\_\_\_\_
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instruments (to be specified in the RFP).

5.2 The Earnest Money / Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions of Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

## **6. Sanction for Violations**

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the buyer, along with interest.
- (vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of

the BUYER.

- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor (s) appointed for the purposes of this Pact.

## 7. **Fall Clause**

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## 8. **Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact of payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

## 9. **Law and Place of Jurisdiction**

This Pact is subject Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

## 10. **Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

## 11. **Validity**

11.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

11.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

BUYER

Name of the Officer

Designation

Dept. /MINISTRY/PSU

BIDDER

CHIEF EXECUTIVE OFFICER

Witness

1. \_\_\_\_\_

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

## Form-15

### Format of BoQ

A	B	D	E	L	M	N	BA	BB	BC	
1	Validate	Print	Help	<b>Item Rate BoQ</b>						
4	Tender Inviting Authority: Registrar, IIT Patna									
5	Name of Work: Supply of "RFP for Upgradation, Warranty renewal, CAMC and Operations Support of IIT PATNA campus Data and Telephone network" at IIT Patna, Bihta, Patna									
6	Contract No: IITP/S&P/EPR/9/CC-72/2021-22									
8	Name of the Bidder/ Bidding Firm / Company :									
9	<b>PRICE SCHEDULE</b> (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )									
10	NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	NUMBER #	NUMBER #	TEXT #	
	Sl. No.	Item Description	Quantity	Units	Quoted Currency in INR / Other Currency	BASIC RATE In Figures To be entered by the Bidder in Rs. P	GST Amount	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
11	12	13	14	15	16	17	18	19	20	
12	1	2	4	5	12	13	53	54	55	
13	1	"RFP for Upgradation, Warranty renewal, CAMC and Operations Support of IIT PATNA campus Data and Telephone network" at IIT Patna, Bihta, Patna	1	Year	INR		0.00	0.00	INR Zero Only	
14	2	Warranty, AMC and operations support (Manpower) Charges for 2nd year	1	Year	INR		0.00	0.00	INR Zero Only	
15	3	Warranty, AMC and operations support (Manpower) Charges for 3rd year	1	Year	INR		0.00	0.00	INR Zero Only	
16	Total in Figures						0.00	0.00	INR Zero Only	
17	Quoted Rate in Words		INR Zero Only							
18										

## Form-16

### Format for Breakup of Price/Bill of Quantity:

**For section 10(A) and (C) of Special Terms & Condition - following format should be used separately:**

Sl. No.	Item name	Description	Product part code	Solution component description*	Quantity (if applicable)	Unit rate	Total cost

\*The column solution component description may have following values:  
Core switch, Firewall, IP Telephony, Wifi, Distribution switch, Access Switch, NAC, NMS, Any other self-explanatory term describing the component.

### Format for section 10(B) of Special Terms & Condition:

Year	Warranty Cost	AMC Cost
Year 1		
Year 2		
Year 3		
<b>Total Cost</b>		

Note: The rows may be increased/decreased as per requirement.