

NATIONAL INSTITUTE OF TECHNOLOGY KARNATAKA, SURATHKAL

(An Autonomous Institute of the Ministry of Education, Govt. of India)

Central Computer Centre

POST SRINIVASNAGAR, MANGALURU – 575 025

Phone: (0824) 2474 000. Fax: (0824) 2474 033/ 2474 039

Website: <http://www.nitk.ac.in>



TENDER DOCUMENT

[Technical bid and Price bid system – e-Procurement mode]

NIT Reference: No. NITK/CCC/AMC-CORE-SWITCHES/2021-22/DOC4 Dated 29-10-2021

Name of work	AMC for Core Switches - Brocade VDX 8770-8 and Brocade VDX 6740
Contract agreement period	Year wise one year with extension upto Five years subject to satisfactory performance.
Estimated amount put to tender	Rs. 14 Lakhs per year (Including GST)
Cost of Tender document	Nil
EMD amount	In the Form of Bid Security Declaration
Start date for downloading Tender Document	01-11-2021 (16:00 hrs)
Date for seeking pre-bid clarifications	01-11-2021 (16:00 hrs) to 08-11-2021(17:00hrs)
Date of uploading pre-bid clarifications	10-11-2021 (between 10:00hrs & 12:00hrs)
Start date for e-Bid submission	01-11-2021 (16:00 hours)
End date for e-Bid submission	25-11-2021 (16:00 hrs)
e-Bid Opening date (Technical Bid)	26-11-2021 (16:30 hrs)
Central Public Procurement Portal URL	https://eprocure.gov.in/eprocure/app

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Website: <http://www.nitk.ac.in>



No. NITK/CCC/AMC-CORE-SWITCHES/2021-22/DOC4

Date: 29-10-2021

[NOTICE INVITING e-TENDERS \[On e-Procurement mode in CPPP portal\]](#)

Name of work: AMC for Core Switches - Brocade VDX 8770-8 and Brocade VDX 6740

Estimated amount put to tender : 14 Lakhs per year [including GST]

Earnest Money deposit (EMD) : In the form of Bid Security Declaration.

Cost of Tender document : Nil

1. National Institute of Technology Karnataka, Surathkal (in short - NITK, Surathkal; hereinafter referred as the "Institute") is an autonomous Technical Education Institute of the Ministry of Education, Government of India imparting technical and science education. National Institute of Technology Karnataka, Surathkal is an "Institute of National Importance" notified by the Govt. of India under the NITSER Act – 2007 (Act No. 29 of 2007). The Institute is fully funded by the Government of India; and is governed by NITSER Act. NITK, Surathkal is located about 22 KM north of Mangaluru within Mangaluru City Corporation limits.
2. **Central Computer Centre**
CCC contributes in designing and building a good IT infrastructure for the Institute. CCC strives to make this infrastructure adequate to the academic need, by providing quality IT services from the user perspective to support teaching, learning, research and innovations has brocade core switches in the Data Centre which caters the need of the campus wide network. These switches were procured in the year 2016. The Centre intend to engage Service Providers(Vendor/Supplier) who meets the eligibility criteria as specified in the NIT and Tender documents for **Annual Maintenance Contract(AMC) of the said Brocade VDX 8770-8 and Brocade VDX 6740 Core Switches.**
3. In this connection, e-tenders are invited from the intending bidders.

The AMC shall be effective from the date of handing over the switches for maintenance as specified in the letter of intent/ work order. **The AMC period shall be year wise one year with extension upto Five years subject to the fulfilment of terms & conditions of the contract/agreement ; and subject to satisfactory performance of the Service Provider.**
4. The e-tenders invited are on techno-commercial basis on e-Procurement mode. **The intending bidders shall submit their bids through the e-Procurement module of the Central Public Procurement Portal-URL: <https://eprocure.gov.in/eprocure/app>.** Any tender, if submitted off-line (Manually) shall not be entertained.
5. Detailed procedure for submission of e-tenders is available in the website <https://eprocure.gov.in/eprocure/app>

6. The calendar of events of e-Tender are as follows:

(i)	Start date for downloading Tender Doc.	01-11-2021 (16:00 hrs)
(ii)	Date for seeking pre-bid clarifications	01-11-2021 (16:00 hrs) to 08-11-2021(17:00hrs)
(iii)	Date of uploading pre-bid clarifications	10-11-2021 (between 10:00hrs & 12:00hrs)
(iv)	Start date for e-Bid submission	01-11-2021 (16:00 hours)
(v)	End date for e-Bid submission	25-11-2021 (16:00 hours)
(vi)	e-Bid Opening date (Technical Bid)	26-11-2021 (16:30 hours)
(vii)	CPPP URL	https://eprocure.gov.in/eprocure/app

Pre-bid clarifications (There is no in-person meeting): In case, bidder has any doubt about the specification, scope of work, terms and conditions of contract/agreement, clauses of contract/agreement or meaning of any contents of the tender document, he shall seek clarification by sending his query through email as follows:

Email address for sending query: chairmancccc@nitk.edu.in (with cc to sugun@nitk.edu.in)

Query seeking clarification should be e-mailed before the scheduled end date and time mentioned above. **No query shall be entertained if received after the said end date and time.** The Institute shall upload its clarifications to the e-procurement portal as per the schedule mentioned above under "Corrigendum". This corrigendum shall form part of the tender document.

7. **Earnest Money Deposit (EMD):** The intending bidder (except NSIC/MSME/Startups) must submit a 'Bid Security Declaration' declaring disqualification of his bid in case the bid is withdrawn or modified by him during the bid validity period. The format of 'Bid Security Declaration' is available in the Tender Document. 'Bid Security Declaration' duly signed be uploaded while submitting the e-bid. **Tenders received without the 'Bid Security Declaration' will be rejected.** In the case of NSIC/MSME/Startup bidders seeking exemption from EMD, they shall upload NSIC/MSME/Startup certificate (obtained for relevant NIC & Activity).

8. **SECURITY DEPOSIT (SD):** The **successful bidder** should deposit an interest free security deposit of Rs. 3,50,000/- (Rupees Three Lakh Fifty Thousand only) before entering into the agreement through RTGS/NEFT/ Bank guarantee bond [in the specified format valid for a minimum of 12 months]/ Demand Draft of any scheduled bank drawn in favour of the **Director, NITK, Surathkal.**

9. **Instructions for submission of e-tenders:**

9.1 **Technical bid:** The bidder shall upload all documents that are insisted in the Tender Document for evaluation of the technical bid. The bidders are advised to note that not furnishing complete information that are called for or not giving it in clear terms or making any changes in the prescribed formats or deliberately suppressing the information shall result in rejection of their bid. The bidders are advised **not to upload** any documents **that are not insisted/ irrelevant documents** such as copy of agreement, work order etc. The bidders may follow the check-list on "Documents to be uploaded" given in the Tender Document. The bidder is required to submit the details of similar works carried out, similar works in hand, and the manpower in Roll if the bidder. The bidder will have to submit an 'Tender Conditions Acceptance' letter.

9.2 **Price bid: The price bid shall be quoted on per year basis.** Price bid should be quoted downloading the specified format and then be uploaded.

10. **Minimum eligibility criteria for qualifying in Technical bid:**

10.1 The bidder must possess GST registration – self attested copy should be uploaded.

- 10.2 The bidder must possess PAN registration with Income Tax department – self attested copy should be uploaded
- 10.3 The bidder shall have experience of at least 5 years in the field of Information Technology. This shall include specific experience in any or all of Design, Engineering, Integration, Operation, Maintenance and Consultancy in IT Networking independently or as part of a large IT infrastructure Project.
- 10.4 The bidder shall have adopted appropriate quality system(ISO 9001) and adhere to the standards and best practices. The bidder should have appropriate expertise in design , engineering, integration, operations, and maintenance of IT information systems/ Networking infrastructures.
- 10.5 The bidder shall have executed at least 3 similar works each costing not less than 15 lakhs each during the last 2 years in the Maintenance of Campus wide Area Networks and Network operating centres as part of a IT Infrastructure Project belonging to Government or large public sector/Private sector Organizations. In addition to these the bidder's experience in executing similar works costing about 15 lakhs may be given as a list with details.
- 10.6 The bidder has to be a profit making organization in each of the last 3 years. The bidder's sales turn over in terms of earning from Design, Supply, Integration, Operation and Maintenance or consultancy in IT Systems, Networking Solutions and related Services within India should be at least Rs.5 lakhs or above in each of the last three financial years. Extract of the audited balance sheet for the last three years is required to be submitted with the technical bid with the relevant information highlighted.
- 10.7 The bidder should be capable of executing projects involving Networking, Network troubleshooting.
- 10.8 The bidder should not have abandoned or suspended any awarded work of any organization during the past five financial years. The bidder should not have been blacklisted / debarred for competing by any organization during the past five financial years. Relevant proof in the form of affidavit (format as in the Tender Document) duly sworn in this regard should be uploaded.
11. **The bidders enlisted under MSME/NSIC/ Startups** [Startups as recognized by the Department of Industrial Policy and Promotion (DIPP)] are requested to note that the present notice inviting e-tenders is **not for the “Supply of Goods”**, but for engaging a Service Provider under **Maintenance works contract/agreement**. If bidders enlisted under NSIC/MSME (under relevant NIC & Activity)/ Startups are interested in participating in the tender, they may participate subject to fulfillment of the conditions of this notice inviting tender. **MSEs/Startups are exempted from paying EMD and from the requirement of previous experience as per MSE orders**
12. The Price bid of those bidders who qualify in the Technical bid shall only be opened. The Institute shall evaluate the Technical bid strictly on the basis of eligibility criteria stipulated in the Tender document. If found necessary, the Institute shall verify the veracity of such documents from any sources as deemed fit and/or seek clarifications from the bidder. The decision of the Institute in this regard is final and binding on the bidder. No representations from the bidder in respect of decision of the Institute on evaluation of the technical bid shall be entertained.
13. **If a bidder qualifies in the technical bid and if his price bid is found to be violating any of the obligations of the bidder, then such price bid will be treated as “Non-responsive” and rejected.**
14. The bidder shall inspect the site conditions if they feels necessary, before quoting his bid and get all related information from the Institute. Any further details if required may be obtained from the office during the office hours.
15. The Institute reserves the right of rescheduling the calendar of events, make modifications to tender document before its submission by the bidder, canceling the tender or accepting any tender other than the lowest or rejecting all the tenders.

Sd/-
CCC, Chairman

INSTRUCTIONS TO THE BIDDER FOR ONLINE BID SUBMISSION

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 enrol 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 Enrolment” 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/agreement, 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 / email 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) 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.
- 9) 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.

Contact persons of the Tender Inviting Authority:

Queries relating to the **tender document** : **Chairman, Central Computer Centre NITK.
Phone 0824 – 2473083.**

Queries relating to the **Site visit / work** : **Mr. Sugun Kumar, Central Computer
Centre, NITK. Phone 0824 – 2473945/
0824-2473057**

Permission for campus entry : **Security Officer – Cell No. 9480691382**

- 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.

For any **technical related queries**- 24 x 7 Help Desk Number: 0120-4001 002 /0120-4001 005/ 0120-6277 787

[Form of “Bid Security Declaration” - To be submitted in the Letterhead of the Bidder]

“BID SECURITY DECLARATION”

To:

**The Director,
National Institute of Technology Karnataka, Surathkal.
Post Srinivasnagar, Mangaluru – 575025.**

Sir,

Sub.: Submission of Bid Security/ EMD Declaration – Reg.

Ref.: e-Tenders invited for **AMC for Core Switches - Brocade VDX 8770-8 and Brocade VDX 6740** ”
vide NITK/CCC/AMC-CORE-SWITCHES/2021-22/DOC4 dated 29-10-2021

I/ We declare that:

1. I/ We understand that according to the tender document, bids must be accompanied by EMD or a Bid Security Declaration. Accordingly, I/ We have opted for submitting this Bid Security Declaration.
2. I/ We declare that I / We will not withdraw our bid during the Bid validity period or make any modifications to my/ our bid.
3. I/ We understand that if I/ we withdraw my/ our bid or modify the bid, I/ we will be automatically suspended from being eligible for bidding and also will be debarred from competing for bids in your esteemed Institute for a period of one year from the date of occurring of such breach.
4. I/ We understand that if I/ We fail to furnish the Performance Guarantee before the deadline specified in the LoA / Lol, my/ our bid will be automatically cancelled and I/ We will also be debarred from competing for bids in your esteemed Institute for a period of one year from the date of occurring of such breach.
5. I/ We further understand that if I/ We fail to sign the contract/agreement in case the work is awarded to me/ us or fail to furnish the Performance Guarantee, my/ our bid will be automatically cancelled and I/ We will also be debarred from competing for bids in your esteemed Institute for a period of one year from the date of occurring of such breach.
6. I/ We understand that this Bid Security Declaration will automatically expire if we are not the successful bidder/ upon the expiry of bid validity period.
7. I/ we declare that I am/ we are authorized to sign this declaration.

Duly signed this Declaration on this day - - 2021 in the presence of following witnesses:

Signature of the Bidder with seal

In the presence of:

Signature of witness :
Signature :
Postal address :

In the presence of:

Signature of witness :
Signature :
Postal address :

(To be typed and submitted (uploaded) by the bidder on Bidder Company Letter Head)

TENDER CONDITIONS ACCEPTANCE LETTER

No.:

Date:

To:

The Director,
National Institute of Technology Karnataka, Surathkal,
Post Srinivasnagar, Mangaluru – 575025.

Sir,

Sub: Acceptance of Terms & Conditions of Tender – Submission of declaration letter - Reg.

Tender Reference No: **No NITK/CCC/AMC-CORE-SWITCHES/2021-22/DOC4 dated 29-10-2021**

Name of Tender/ Work: **AMC for Core Switches - Brocade VDX 8770-8 and Brocade VDX 6740**

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely <https://eprocure.gov.in/eprocure/app> as per your advertisement, given in the above-mentioned website.
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from [Page No. 1 to 43](#) (including all documents like annexure(s), schedule(s), etc.), which form part of the AMC contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety. I / we hereby declare that I / we will sign the entire tender document while signing the contract/agreement in case the work is awarded.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. 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 Institute, without giving any notice or reason, shall summarily reject the bid or terminate the contract/agreement in case tender is awarded, without prejudice to any other rights or remedy including forfeiture of the full earnest money deposit absolutely.
7. I / we hereby certify that I am/ we are authorised to sign this declaration. The original of this letter shall be submitted to the Institute while signing the AMC contract/agreement in case the AMC is awarded.

Yours faithfully,

(Signature of the Bidder, with Seal)

Documents to be kept ready for uploading after scanning (.pdf)

The bidder shall verify his bid properly before its submission in e-procurement portal and satisfy that all the documents are uploaded. The following documents be kept ready duly scanned (.pdf) for uploading while submission of e-bids.

Sl. No.	Requirement	Document to be scanned and uploaded
Cover – 1: EMD/ Bid Security/GCC related/ General documents:		
1	EMD/ Bid Security	Bid Security Declaration duly signed (Format as in Page No. 11) OR MSME (under relevant NIC & Activity)/ NSIC/ Start-up certificate in case seeking exemption of EMD
2	Tender Conditions Acceptance Letter	Declaration on acceptance of Tender conditions duly signed (Format as in Page No.12)
3	Details of establishment for which the bidder has provided similar works during previous five years	Details to be uploaded (Format as in Page No. 37)
4	Details of similar works in hand	Details to be uploaded (Format as in Page No. 38)
Cover - 2: Documents required under Eligibility criteria:		
1	The bidder must possess valid GST registration	GST registration
2	The bidder must possess valid PAN registration with Income Tax department	PAN card
3	The bidder must have the experience of having successfully completed similar work as mentioned in the Notice inviting e-Tenders.	Work done/ experience certificate issued by the Client (Supported by TDS if the certificate is from Private firm) - (Work Orders will not be considered as Work experience/ Work done certificate) / MSE (under relevant NIC & Activity)/ NSIC/ Start- up certificate in case seeking exemption from previous experience.
7	The bidder should not have abandoned or suspended any awarded work of any organization during the past five financial years. The bidder should not have been blacklisted / debarred for competing by any organization during the past five financial years	Relevant proof in the form of affidavit (format as in the Tender Document) duly sworn should be uploaded
Cover - 3: Price bid:		
1	Price Bid	BoQ to be downloaded, filled and then to be uploaded.

Note:

- The bidders are advised **not to upload** any documents **that are not insisted/ irrelevant documents** such as copy of agreement, work order etc to avoid uploading documents of bulky file size.
- The Tender document need not be signed and uploaded. **Only Declaration on acceptance of Tender conditions duly signed need to be uploaded.**
- Submission of tender in e-Procurement portal is deemed as acceptance of all the terms and

conditions that mentioned in the tender document. The successful bidder will have to sign these documents while entering into the agreement.

4. It is the responsibility of the bidder to ensure that **only related documents** in support of the eligibility criteria are uploaded.
5. Any representations received on offline mode/ e-mails after opening the tenders will not be entertained.

INTEGRITY PACT

To:

..... (Name of the bidder)

.....

.....

.....

Sir,

Sub.: **Notice inviting e-tenders No. NITK/CCC/AMC-CORE-SWITCHES/2021-22/DOC4** for the work of **AMC for Core Switches - Brocade VDX 8770-8 and Brocade VDX 6740 at CCC, NITK-Surathkal**

It is hereby declared that NITK, Surathkal is committed to follow the principles of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the bidder will sign the Integrity Agreement, which is an integral part of tender/bid document, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the NITK, Surathkal.

Yours sincerely

Registrar,
NITK, Surathkal.

LETTER ACCEPTING INTEGRITY PACT

To:
Director/ Registrar,
NITK, Surathkal,
Srinivasnagar Post,
Mangaluru – 575025.

Sir,
Sub: Submission of Tender for the work of **“AMC for Core Switches - Brocade VDX 8770-8 and Brocade VDX 6740 at CCC, NITK, Surathkal”**

I/We acknowledge that NITK, Surathkal is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender document, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity in letter and spirit and further agree that execution of the said Integrity Agreement shall be separated and distinct from the main contract, which will come into existence when tender/bid is finally accepted by NITK, Surathkal. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my / our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, NITK, Surathkal shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully,

Date:

(Duly authorized signatory of the Bidder)
Seal and signature of the contractor.

INTEGRITY PACT AGREEMENT

(To be signed by the bidder/ same signatory authorized to sign the relevant contact)

This Integrity Agreement is made at Surathkal on this day of 2021.

BETWEEN

National Institute of Technology Karnataka, Surathkal, an Institute of National Importance (under NITSER Act -2007) represented through the Registrar, NITK, Surathkal (hereinafter referred as the 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

..... (Name and Address of the Individual/firm/Company) Through (Hereinafter referred to as the "Bidder/Service Provider" and which expression shall unless repugnant to the meaning or context hereof include its succession and permitted assigns)

Preamble

WHEREAS THE Principal / Owner has floated the Tender (**No. NITK/CCC/AMC-CORE-SWITCHES/2021-22/DOC4 dated 11-10-2021**) (Hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, AMC contract for "**AMC for Core Switches - Brocade VDX 8770-8 and Brocade VDX 6740**"

[Hereinafter referred to as the "**Contract**").

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Service Provider(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "**Integrity Pact**" or "**Pact**"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this witnesses as under:

Article 1: Commitment of the Principal/Owner

- i. The Principal /Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal /Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the AMC Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal /Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal /Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to

- the Tender process or the Contract execution.
- (c) The Principal /Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- ii. If the Principal /Owner obtains information on the conduct of any of its employee which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal /Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/ Contractor(s)/Service Provider(s)

- 1) It is required that each Bidder/Service Provider (including their respective officers, employees and agents) adheres to the highest ethical standers, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and through the negotiation or award of a contact.
- 2) The Bidders(s)/Service Provider(s) commit himself to take measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the AMC Contact execution:
- a. The Bidders(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the AMC Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
- b. The Bidders(s)/Service Provider(s) will not enter with other Bidders(s) in to any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
- c. The Bidders(s)/Service Provider(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidders(s)/Service Provider(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidders(s)/Service Provider(s) of foreign origin shall disclose the names and address of agents/representatives in India, if any. Similarly Bidder(s)/Service Provider(s) of Indian Nationality shall disclose names and address of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principals or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- e. The Bidders(s)/Service Provider(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- iii. The Bidders(s)/Service Provider(s) will not, instigate third persons to commit offences outlined above or be an accessory to such offences.

- iv. The Bidders(s)/Service Provider(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a will-full misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**
- v. The Bidders(s)/Service Provider(s) will not, directly or through any other person or firm use Coercive practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, there or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidders(s)/Service Provider(s) and the Bidders/Service Provider accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Bidders(s)/Service Provider(s), either before awarded or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the service provider shall have powers to disqualify the Bidders(s)/Service Provider(s) from the Tender process or terminate/determinate the Contract - if already executed, or exclude the Bidders/Service Provider from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**
- 2) **Forfeiture of EMD/Performance Guarantee/Security Deposit:** If the Principal/Owner has disqualified the Bidders(s) from the tender process prior to the award of the Contract or terminate/determinate the Contract or has accrued the right to terminate/determinate the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidders/Service Provider.
- 3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Service Provider, or of an employee or a representative or an associate of a Bidder or Service Provider which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country conforming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender

process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Service Provider as deemed fit by the Principal/Owner.

- 3) If the Bidder/Service Provider can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article: 5 Equal Treatment of all Bidder/Contractors/Subcontractors

- 1) The Bidders(s)/Service Provider(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidders/Service Provider shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.
- 2) The Principal/Owner will enter into pacts on identical terms as this one with all Bidders and Service Provider.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Service Provider twelve months after the current/extended contract period or till the continuation of defect liability period whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this pacts as specified above, under it is discharged/determined by the Competent Authority of NITK, Surathkal.

Article 7: Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is **Mangaluru**, the Headquarters of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Service Provider is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this **Integrity Agreement / Pact or interpretation thereof shall not be subject to arbitration.**

Article 8: LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract/ or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contract documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of Principal/Owner)

.....
(For and on behalf of bidder/Service Provider)

WITNESSES:

1.
(Signature, name and address)

2.
(Signature, name and address)

Place: Surathkal.

Date:

DEFINITIONS AND INTERPRETATIONS

DEFINITIONS: The following terms shall have the meaning hereby assigned to them unless the context otherwise requires:

Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

1) INSTITUTE / NITK, Surathkal

Shall mean National Institute of Technology Karnataka, Surathkal, Post Srinivasnagar, Mangaluru – 575 025, represented by its Director or Registrar or their authorized representatives.

The **Director** means the Director of the Institute.

The **Registrar** means the Registrar of the Institute.

The **Chairman, CCC** of the Institute shall mean the Chairperson, Central Computer Centre of the Institute

2) THE SERVICE PROVIDER

Shall mean the successful bidder to whom the contract is awarded which expression shall unless the context otherwise requires, include his legal heirs, executors, administrators and assigns. The **Service Provider** shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.

3) AMC CONTRACT AGREEMENT

Shall mean and include the following:

Notice inviting e-tenders; tender document containing general instructions to the bidder and conditions of contract; scope of work; clauses of contract etc., documents furnished by the bidder; Letter of Intent; Work order; all related Acts and Rules specified in the tender document; and/or any other correspondences of negotiations and the price bid, all future correspondences.

The **AMC Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Institute and the Service provider, together with the documents referred to therein including terms & conditions, the specifications, designs, drawings and instructions issued from time to time by the Chairman, CCC and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

4) WORK

Of the Service Provider shall mean and include all necessary regular maintenance works required to be carried out for the smooth function of the core switches and all tools and spares required for functioning of the Switches including replacement of modules as per the terms and conditions of the AMC Contract agreement.

5) CONTRACT PRICE

Shall mean the sum/ sums referred to in the AMC contract agreement under Price bid or in the Letter of Acceptance/ Work order.

GENERAL TERMS & CONDITIONS; AND CLAUSES OF CONTRACT:

1. The tender is for maintenance (comprehensive, excluding cost of spare parts) of Core Switches. The Service Provider shall use his best endeavors to provide satisfactory services as per the requirement of the Institute.
2. The Service Provider , upon entrustment of the AMC contract, shall carry out the maintenance of the switches by using experienced technical personnel with required tools and shall supervise their work.
3. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in outright rejection of bid, in addition to other punitive measures.
- 4 . The bid shall be valid for **90 days** from the date of its submission for acceptance. Withdrawal of a bid after its submission is not permitted. If a bidder withdraws his bid after its submission, then suitable action as per the Bid Security Declaration shall be taken.
5. The tender of any bidder who does not accept the terms and conditions contained in the tender document is liable to be rejected. Submission of tender on e-procurement portal shall be deemed as acceptance of all the terms and conditions by the bidder.
6. Tenders not properly filled, mutilated with incorrect calculations or generally not complying with the conditions shall be rejected.
- 7 . All Statutory tax deductions at source (TDS) connected with the AMC contract shall be made from the service provider's bill at the rates in force from time to time. Any tax omitted for deduction shall be deducted from the subsequent bills/security deposits.
- 8 . Income tax shall be deducted at source at the rate in force from time to time from the service provider's bill.
- 9 . The price quoted by the bidder should be **INCLUSIVE of all statutory obligations, and including GST, as applicable**.
- 10 . The price quoted by the bidder **shall be firm throughout the AMC contract** agreement period including the extended period if any and there shall be no upward revision of the rates for any reasons whatsoever. It should be clearly understood that any claim for changes will not be entertained in any case once the tenders are opened.
11. The acceptance of tender shall rest with the Institute. The Institute is not bound to accept the lowest tender; and reserves the authority to reject any or all the tenders.
12. The Institute reserves the right of accepting whole or any part of the tender and the bidder shall be bound to perform the same at the accepted rates.
- 13 . The decision of the Institute with regard to the quality/performance of work shall be final and binding on the service provider.
- 14 . **One bid per bidder:** Each bidder shall submit only one bid either by himself or by representing a firm.

15. **Cost of bid:** The bidder shall bear all costs associated with the preparation and submission of his bid. The Institute, in no case, shall be responsible or liable for those costs.
16. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the tender document.
17. **In case the bidder has any doubt about the meaning of anything contained in the tender document, he shall seek clarification online.** All such clarifications, together with all details on which the clarification had been sought shall form part of the tender document.
18. Bid and all accompanying documents shall be in English. In case any accompanying documents are in other languages, it shall be accompanied by an English translation. The English translation shall prevail in matters of interpretation.
19. The bidder shall quote his rate in Indian rupees.
20. Conditional bids/ offers shall summarily be rejected.
21. A bidder signing the bid document (during signing the AMC contract/agreement) must specify whether he signs as:
 - (i) A sole proprietor of the firm or constituted attorney of such proprietor;
 - (ii) A partner/ managing partner of a partnership firm. In this case, he must have a clear legal authority to sign for the firm.
 - (iii) Constituted attorney, if for a Company.
22. If an individual makes the tender, it shall be signed (during signing the contract agreement) with his full name and his complete address shall be given. If it is made by partnership firm, it shall be signed by all the partners or the authorized signatory who shall sign his own name and give the name and address of each partner of the firm and attach a copy of 'Power of Attorney' with the tender authorizing him to sign on behalf of the other partners. A certified copy of the 'Registered Partnership Deed' shall also be submitted along with the tender. In case the tender is made by or on behalf of a company incorporated under the Companies Act 1956, it shall be signed by the Managing Director or by one of the Directors duly authorized on this behalf and shall include a copy of the 'Power of Attorney' with the tender. A certified copy of the registered Deed shall also be submitted along with the tender.
23. The Institute will declare a bidder ineligible either indefinitely or for a specified period of time, at the sole discretion of the Institute for the award of contract/ participating in the tenders if at any time the Institute determines that he has furnished false information/ engaged in corrupt or fraudulent practices.
24. The price bid of bidders who have not qualified in the technical bid shall not be opened.
25. **SECURITY DEPOSIT:** The **successful bidder** shall deposit an interest free security deposit of Rs. 3,50,000 (**Rupees Three Lakh Fifty Thousand only**) before entering into the agreement by means of RTGS/ Demand Draft / FDR/ Bank guarantee bond [in the specified format valid for a minimum of 36 months] of any scheduled bank drawn in favour of the **Director, NITK, Surathkal.**
26. **Forfeiture SD:** The SD shall be forfeited in case of any breach of terms and conditions of the contract agreement.

27. **RELEASE OF SD:** The SD of the successful bidder shall be returned without any interest on completion of the AMC period, after adjusting any dues from him on the recommendations of the Chairman, CCC of the Institute.
28. The Service provider shall not sub-let the annual maintenance contract or any part thereof or any benefit or interest therein or thereunder.
29. If any overpayment is detected as a result of post-payment audit, it shall be recovered by the Institute from the service provider out of his bills or Security deposit.
30. The service provider shall ensure full compliance with tax laws of India with regard to this AMC contract and shall be solely responsible for the same. The service provider shall submit copies of acknowledgements evidencing filing of returns and shall keep the Institute fully indemnified against liability of tax, interest, penalty etc of the service provider in respect thereof, which may arise. The Institute in no way shall be responsible / held responsible for the statutory compliances of the service provider. In case the Institute is required by the order of the Law to fulfill the obligations of the service provider, the same shall be recovered from the service provider out of his bills or security deposits.
31. Subject to the Institute's right to accept any tender/ reject any or all the tenders, the Institute will award the annual maintenance contract to the bidder whose bid has been determined to be substantially responsive and who has offered evaluated Tender Price, provided further that the bidder has the capability and resources to carry out similar type maintenance contracts effectively. Eligibility shall be based on the evaluation of the details furnished in the bid. Copies of the testimonials and other documentary evidences must be submitted along with the Bid for evaluation and confirmation of qualifying requirements. Bids of those tenderers, who in the opinion of the Institute do not satisfy the above requirements, will not be considered.
32. Determination of successful bidder: The bidder (technically qualified) who quotes lowest price bid shall be the successful bidder subject to its meeting to the statutory requirements.
33. Prior to the expiry of the period of validity of the tender, the Institute will notify the successful bidder in writing by registered/ speed post that his tender has been accepted. This letter (hereinafter referred as the Letter of Intent/ acceptance) shall name the sum, which the Institute will pay(quarterly in arrears subject to the evaluation of the performance), the service provider in consideration of the execution of the maintenance work by the service provider as specified in the contract agreement document (hereinafter called as the contract price). This letter of Intent/ acceptance will form a part of the Contract agreement.
34. On receipt of this letter of Intent/ acceptance, the successful bidder will have to enter into an agreement. If the bidder fails to execute the agreement within the specified time, the earnest money deposit shall be forfeited to the Institute/ action will be taken as per the Bid Security declaration; and the tender will be rejected. If any loss to the Institute results as a result of such measures due to the default of the bidder, the same will be recovered from the bidder by suitable course of action including legal proceedings.

The cost of the non-judicial stamp paper required for the agreement shall be borne by the bidder.
35. The work to be carried out under the AMC contract shall, except as otherwise provided in these conditions, include all labour, materials including modules, tools etc that may be required in preparation of and for and in the full and entire execution and completion of the repair/maintenance or replacement and hence the rate to be quoted accordingly.

- 36 . If there are varying or conflicting provisions made in any one document forming part of the contract agreement, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the service provider.
- 37 . Amendment of tender document: At any time prior to the last date of receipt of bids, Institute may for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder, modify the Tender document by an amendment. The Institute may at its own discretion extend the last date for the receipt of bids
38. The Courts at Mangaluru shall have the exclusive jurisdiction to try any disputes, if any, arising out of this contract agreement between the parties.

CLAUSES OF CONTRACT

1. PERIOD OF VALIDITY OF TENDER:

The tender shall remain valid for acceptance for a period of 90 days from the date of submission of the tenders (except for the Minimum wage). If any bidder withdraws his tender before it or makes any modifications in terms and conditions of the tender, then the Institute has the right to reject the bid and to take legal actions.

2. SUB-LETTING IS NOT PERMITTED:

No part of the AMC contract shall be sublet without the written permission of the "Institute" nor shall transfers be made by "Power of Attorney" authorizing others to carry out the work.

3. DURATION OF CONTRACT:

Subject to the fulfillment of the terms and conditions of AMC contract/agreement, the contract period shall be for year wise extensible to FIVE YEARS from the date as specified in the Letter of Acceptance/ work order. The performance of the service provider shall be evaluated by the Institute once in every 3 months. If the performance is not satisfactory in the opinion of the Institute (which is final and binding on the service provider), then the Institute shall terminate the contract/agreement giving two months' notice.

4. COMMUNICATIONS TO BE IN WRITING:

All references, communications, correspondences made by the "Institute"/ the Institute's representative or the service provider in connection with the Work shall be in writing and no reference, communication, or complaint which is not in writing, shall be recognized.

5. RESPONSIBILITY OF SAFETY OF THE ENGAGED WORKER/PERSONNEL.

The Service provider shall be responsible for the safety of all employees and/or Workers employed or engaged by him. The "Institute" shall not be liable for, in respect of any damages to the workers of the service provider or compensation payable in consequence of any accident or injury or death of the employees/ workers engaged by the service provider.

6. TERMINATION OF CONTRACT/AGREEMENT:

The AMC Contract award can be terminated by giving **two months** prior notice on either side. But the prior notice is not required for termination of contract if the service provider violates any of the terms and conditions of the agreement.

Determination of the contract/ rescinding the contract:

Subject to other provisions contained in this clause, the Institute may, without prejudice to its any other rights or remedy against the service provider in respect of any delay, inferior service, any claims for damages and/or any other provisions of this AMC contract/agreement or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely, determine the AMC contract in any of the following cases:

- i) If the service provider having been given by the Institute a notice in writing to rectify, improve the quality of service, quality of work or the work is being performed in an inefficient or improper manner - shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- ii) If the service provider being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- iii) If the service provider has, without reasonable cause, suspended the work or has failed to proceed with the work with due diligence – and in the opinion of the Institute (which shall be final and binding) that the service provider is unable to perform the AMC contract/agreement properly and continues to do so after a notice in writing of seven days from the Institute.
- iv) If the service provider persistently neglects to carry out his obligations under the AMC contract/agreement and/or commits default in complying with any of the terms and conditions of the contract/agreement and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Institute.
- v) If the service provider fails to start the AMC contract within the time that stipulated in the work order.

When the service provider has made himself liable for action under any of the cases aforesaid, the Institute shall have powers:

- a) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the service provider under the hand of the competent authority of the Institute shall be conclusive evidence). Upon such determination or rescission, the Earnest money deposit and Security Deposit shall be forfeited and shall be absolutely at the disposal of the Institute.
- the competent authority is Registrar of the Institute.
- b) To take any legal actions against the service provider.
- c) In the event of above course (s) being adopted by the Institute, the service provider.

shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the contract or the performance of the contract.

7. PAYMENT OF BILLS OF THE CONTRACTOR:

The billing will be on quarterly(in arrears) basis.

The service provider shall submit his bill in duplicate on the 1st day of every 4th month, pertaining to the previous quarter(3 months period), to the Institute along with the copy of all related documents such as copy of service reports if any duly certified by the CCC and other related documents. The bill shall be cleared subsequently. However, for any delay in clearing the bill, no interest shall be

paid. In case, the 1st day of any month happens to be a non-working day, then the next working day will be day in lieu of the non-working day.

8. SETTLEMENT OF DISPUTES / ARBITRATION:

As far as possible, disputes shall be settled mutually.

In case of any dispute or difference (*unsettled mutually*) in relation to this tender or agreement, the same shall be decided by an Arbitrator to be appointed by the Director of NITK under Arbitration and Conciliation Act, 1996 (26 of 1996). The venue of arbitration shall be at Surathkal/ Mangaluru.

It is also a term of the AMC contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties.

All disputes are subject to courts at Mangaluru jurisdiction.

9. FORCE MAJEURE

Any delay in or failure of the performance of either part hereto shall not constitute default hereunder or give rise to any claims for damage, if any, to the extent such delays or failure of performance is caused by occurrences such as Acts of God or an enemy, expropriation or confiscation of facilities by Government authorities, acts of war, rebellion, sabotage or fires, floods, explosions, riots, or strikes. The service provider shall keep records of the circumstances referred to above and bring these to the notice of the Institute in writing immediately on such occurrences.

10. JURISDICTION OF COURT:

The Courts at Mangaluru shall have the exclusive jurisdiction to try any disputes, if any, arising out of this contract agreement between the parties.

SCOPE OF WORK OF THE SERVICE PROVIDER:

Scope of AMC for Core Switches - Brocade VDX 8770-8 and Brocade VDX 6740. at CCC, NITK, Surathkal: The scope of work includes, but not limited to, the following:

1. The Service Provider must provide the following services and enter into a service level agreement with NITK Surathkal under the following terms and conditions.
2. Ensuring the smooth functioning of the Network Core Switches.
3. Accept the core switching devices mentioned in the specification under AMC on back to back basis with the OEM and Provide technical and configuration support wherever necessary.
4. The Service Provider must have an appropriate maintenance team of personnel to execute the maintenance task for the devices covered under this AMC.
5. If any of the spare item unavailable in the market, the service provider shall obtain the information about the equivalent spare part from the original manufacturer with due certification from OEM, he shall carry out the process of replacement in consultation CCC.
6. The Service Provider should have (i) taken of AMC of such a network devices and he should demonstrate its potential to procure spares including modules of the network components quickly to minimize network down time.
7. The Service Provider must give comprehensive on-site maintenance for the said network devices. **Sufficient spares are to be kept by the Service Provider for this purpose.**
8. The Service Provider should liaise with CCC/Facility Management(FM) team.
9. The Service Provider should have easy complaint logging system to register service calls and should follow up on priority basis. Depending upon the severity of complaint calls, there will be deadline by which the problem has to be fixed failing which will attract a penalty as decided by NITK.
10. Preventive maintenance shall be done on regular basis or as often as needed.
11. Unscheduled, on-demand corrective / remedial maintenance shall include parts replacement wherever necessary and applicable. Replaced parts shall be of equal or better quality and specifications and to the CCC's satisfaction. Repair / replacement shall be decided by the Service Provider. When replaced, such incidents shall be duly recorded in duplicate (for CCC and The Service Provider)
12. Providing Site facilities , proper electrical connections (stabilized sources wherever necessary) and other environmental conditions is the responsibility of the NITK. This shall be agreed upon at the time of takeover.
13. Hardware and Configuration alterations shall be duly intimated by the NITK to the Service Provider..
14. The Service Provider can take adequate precautions as deemed fit to prevent

pilferages. These shall be done under intimation to and approval of the CCC.

15. Service Provider shall ensure the uptime of at least 95% , failing which will attract a penalty to him. This is enforced at the discretion of the NITK and shall be equivalent to the maintenance amount for the number of days for which the unit remained not repaired or an amount as decided by NITK depending on the inconvenience caused.
16. The Service Provider cannot do any upward revision of the agreed rates at any time during the period of the agreement.
17. Adequate number of standby modules as needed for core switch / server forms switch must be kept as at all times. These must be available for inspection by the Institute.
18. The Service Provider shall ensure for the service without any break down and service support are to be provided on 24x7x365 basis.
19. Proper network troubleshooting tools including Laptops etc. must be provided with the service engineers/Personnel/Team always.
20. The contract period is for ONE Year , coming into force from the first date indicated in the Service Level Agreement. Continuation into the following year shall be subject to good performance in the previous year in the continuous evaluation by Central Computer Centre(CCC) and approval of the Competent Authorities of the Institute. Such continuation is, however, limited to a **maximum of FIVE years**. The contract may be terminated with a minimum period of notice of three months by either party. Violation by the firm results in a penalty of forfeiture of balance amount due with 12% interest upon it.
21. Payment will be made quarterly in arrears. Advance payments are ruled out as per the NITK accounting norms. Payment will be subjected to the positive reports from the network users. Pending issues without satisfactory reason can result in payment being withheld.
22. **The Network maintenance personnel engaged shall be highly skilled and shall possess appropriate net-working certificates. Their qualification details shall be made available to NITK.**
23. The service engineers must have the knowledge of troubleshooting of the network and configuration of the devices under maintenance.
24. Service and support are to be provided on **24x7x365 basis**
25. **The responsibility of handling the provisions of the Labour Act lies with the Service Provider identified through this bidding process.**
26. Service personnel/engineers engaged by the service provider shall have proper identity cards while in the NITK's premises..
27. The Service Provider will work in coordination with CCC Team and FM Team to resolve network issues in a convincing way, avoiding user level inconveniences to the maximum possible extent.

28. Indicative list of equipments installed in CCC to be maintained under AMC agreement.

S. No.	Item	Make/Model	Qty.	Remarks
1.	Core switch	Brocade VDX 8770-8	2	S.No. CDV3804M00B & S.No. CDN3804M009
	Power supply	XRB-ACPWR-3000	6	
	Power Chord	PC15 India BS 546	12	
	Rack Kit	XBR-RMK 4P-8	2	
	Management Module	BR-VDX 8770 MM 1	2	
	10G SFP+Module	BR-VDX 8770 48x10G – SFPP -1	2	
	1G/10G Copper Module	BR-VDX 8770 48x10G-T	2	
	40G SFP + Module	BR-VDX 8770 12x40G-QSFP-1	2	
	1G/10G Fiber Transceiver	10G SFPP LR8	48	
	LC Connector	E1MG-LX-OM	38	
	40G QSFP Transceiver	40G-QSFP-SR4	2	
	40G QSFP Cable	40G-QSFP-QSFP -C-0505	2	
	License Layer 3	BR-VDX-LIC-LAYER3	2	
	Support 5 years	8770-8-SVL-NDP-5	2	
		8770L3-SVL-8W-5	2	
2.	ServerFarm Switch	Brocade VDX 6740T	1	S.No. CQG3817M02Y
	Rack Kit	XBR-R000295	1	
	Power Chord	PC15 India	2	
	40G QSFP Transceiver	40G-QSFP -SR4	2	
	Support 5 years	6740-1G-SVL-NDP-5	1	

Letter of Transmittal cum undertaking

To:

The Registrar,
NITK, Surathkal,
Srinivasnagar Post, Mangaluru – 575 025.

Sir,

Sub.: Tender for AMC for Core Switches-Brocade VDX 8770-8 and Brocade VDX 6740 at NITK, Surathkal.

Having examined and understood the details given in the Notice inviting e-tenders and the tender document for the above work, I / we hereby submit our tender with the following declaration:

1. I/ we hereby declare that all the statements made by me/ us in my/ our bid are true and correct to the best of my/our knowledge and belief.
2. I/ we have herewith furnished all the information and details. I/ we have no further pertinent information to furnish.
3. I/ we declare that before uploading this bid, I/ we have read and fully understood all the terms and conditions, instructions contained therein and undertake myself/ ourselves to abide by the said terms and conditions.
4. I/ we also agree that the NITK, Surathkal can approach individuals, departments, employees or firms mentioned in our statements or any other firms/ agencies/ departments to verify our competence and general reputation.
5. I/ we agree that the EMD furnished along with my/our bid is liable for forfeiture in case of any default by me/ us.
6. I/ we agree that the bid quoted by me/ us is valid for 90 days from the date of submission of the bid for its acceptance. I/ we further agree that I/ we will not make any change in our price bid after its submission or withdraw the same.
7. I/We hereby declare that, I/We/ or our representative have visited, and inspected the equipments and its surroundings and satisfied ourselves before submitting this tender about the nature of the work, facilities that may be required and obtained necessary information about working conditions, etc., which may influence our bid.

Yours faithfully,

Date:

Seal & signature of Authorized signatory

Declaration by the Bidder:

I/We have read and examined the notice inviting tender, General Rules and Directions, Conditions of Contract, clauses of contract, other documents and Rules referred to in the conditions of contract and all other contents in the tender document before submitting my/our tender on e-Procurement portal.

I/We hereby tender for the work specified in the notice inviting e-tenders for the National Institute of Technology Karnataka, Surathkal and agree to undertake the same if awarded within the time specified in the tender document/ letter of acceptance/ work order.

I/ we declare that the decision of the Institute on determination of lowest price bid is final and binding on me/ us.

A sum of ` ----- is hereby forwarded by means e-payment/ Bid Security Declaration/ exempted (MSME/NSIC/ Startup). If I/we, fail to commence the work specified I/we agree that the Institute shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely.

Seal and signature of the bidder with date

Address:

ACCEPTANCE

The above tender (as modified and provided in the letters mentioned hereunder) is accepted by me for and on behalf of the Board of Governors, National Institute of Technology Karnataka, Surathkal.

The letters referred to below shall form part of this contract agreement:

- a) Letter of Intent dated - -2021
- b) Work order and all future correspondences
- c) Bid Documents and the documents submitted by the bidder.

Registrar
For & on behalf of NITK, Surathkal

Dated - -2021.

FORMAT OF AFFIDAVIT

[To be submitted in support of Eligibility Criterion No. 10.7]

[On a stamp paper of ` 50 duly sworn before the Public Notary/ Oath Commissioner]

Name of work: AMC for Core Swithces-Brocade VDX 8770-8 and Brocade VDX 6740 at NITK, Surathkal.

Affidavit of Mr./Ms. _____, S/o/ of Mr. _____ aged about _____ years, resident of _____, working as -----(designation) for ----- (name and address of the bidding agency).

I, the deponent named above, solemnly affirm and state as under:

1. That I am working as ----- /proprietor of the ----- (name of the firm) and authorized to sign this affidavit.
2. That the firm M/s---- (complete address of the firm) has not abandoned or suspended any contract work of any organization/ department so far/ during the previous five financial years.
3. That the firm M/s---- (complete address of the firm) has not been blacklisted/ debarred for competing in tenders by any organization/ department so far/ during the previous five financial years.
4. I solemnly verify that the facts stated above are true and nothing material has been concealed.

Identified by:

Seal and Signature of deponent

Solemnly affirmed and signed before me by the Deponent after the contents of this affidavit were read over to him, and stated by him to be true and correct, on this ----- day of ----- 2021, at -----.

Public Notary/ Oath Commissioner

Format for furnishing details of similar AMC Contract/work executed by the bidder during previous five financial years

During the year 2016-17 to 2020-21

Sl. No.	Name of the Department / Establishment where the AMC contract/work is executed	Contact person, designation and phone number	Year	Details of Networking Devices/Core Switches/Server Form Equipment's	Contract period

Format for furnishing details of similar works in hand with the bidder.

Sl. No.	Name of the Department / Establishment where the contract is executed	Contact person, designation and phone number	AMC Contract period up to	Details of Networking Devices/Core Switches/Server Form Equipments

Format of Letter of Intent/ Acceptance

(In the Letterhead of the Institute)

No. 97/33kV/O&M/2021-22/HD

Date: -----

Through Speed Post

To:

(Name and address of the service provider)

Sir,

Sub.: AMC for Core Switches-Brocade VDX 8770-8 and Brocade VDX 6740 at NITK, Surathkal. – Letter of Intent/ Acceptance – Reg.

Ref.: 1. Notice inviting tender No. NITK/CCC/AMC-CORE-SWITCHES/2021-22/DOC4 dated 29/10/2021

2. Your e-tender submitted through e-procurement portal
(<https://eprocure.gov.in/eprocure/app>)

This is to inform you that, subject to the terms and conditions of Notice inviting tender No. NITK/CCC/AMC-CORE-SWITCHES/2021-22/DOC4 dated -29/10/2021 and the tender document, your tender submitted through e-procurement portal for the work mentioned above is accepted as follows:

Details of Price bid as accepted

Note: GST is inclusive. / Extra as applicable

You are requested to submit a Security deposit of Rs. 3,50,000/- (Rupees Three Lakh Fifty Thousand only) by means of Fixed Deposit Receipt or Demand Draft of any scheduled bank drawn in favour of the Director, NITK, Surathkal or through e-payment [RTGS or NEFT] OR Bank Guarantee bond of any scheduled bank (in the approved format, valid for 60 months) within **five days** from the date of issue of this letter.

You are also requested to attend this office within **five days** from the date of issue of this letter along with a non-judicial stamp paper of Rs. 200 for executing an agreement. You are further requested to submit a certified/ self-attested copy of all the documents uploaded while submitting e-tender on e-procurement portal, and the original affidavit.

Subject to the fulfilment of the terms and conditions of the tender/ contract documents, the period of contract shall be for year wise one year with extension upto five years subject to satisfactory performance starting from ----- . Hence you are requested to take all needful action to commence the AMC work from -----.

Yours sincerely,

Registrar
NITK, Surathkal.

Copy to:

Format of Agreement

(In a stamp paper of Rupees Two hundred)

AGREEMENT FOR Annual Maintenance Contract for the Maintenance of Core Switches(Brocade VDX 8770-8 and VDX 6740) at Central Computer Centre, NITK, SURATHKAL

THIS AGREEMENT is made on the _____ day of -----, 2021 by and between the National Institute of Technology Karnataka, Surathkal, an autonomous educational Institute of the Ministry of Education, Government of India imparting technical and science education, represented by its Registrar, hereinafter called the "Institute" of the ONE PART (The expression "Institute" shall include his successors, assigns or transferees)

And

----- **(Name and address of the service provider)** represented by its ----- **Shri ----** -----, hereinafter called the service provider, which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors, legal heirs, executors, administrators, representatives of the OTHER PART.

WHEREAS the Institute has called e-tenders for **Annual Maintenance Contract for the Maintenance of Core Switches(Brocade VDX 8770-8 and VDX 6740) at CCC NITK, Surathkal** vide Notice inviting e-tenders No. NITK/CCC/AMC-CORE-SWITCHES/2021-22/DOC4 dated -----.

WHEREAS among several other bidders, ----- **(Name and address of the service provider)** has also submitted his/ their bid in response to the said notification. Among several bidders who have offered their bid, the Institute found the tender offered by ----- **(Name and address of the service provider)** is acceptable and hence offered to grant the contract of **AMC for the Maintenance of Core Switches(Brocade VDX 8770-8 and VDX 6740) at CCC, NITK, Surathkal** to him/ them vide Letter of Intent/ Acceptance No. ----- dated -----

Whereas ----- **(Name and address of the service provider)** has/ have accepted the award of work. Hence this agreement.

NOW THIS AGREEMENT WITNESSETH as follows:

- (1) In this agreement, words and expression shall have the same meanings as are respectively assigned to them in the tender document.
- (2) The following documents shall be deemed to form and be read and construed as part of this agreement, namely:
 - (i) Notice inviting e-Tenders No. No. NITK/CCC/AMC-CORE-SWITCHES/2021-22/DOC4 dated -----.
 - (ii) Tender document containing --- pages.
 - (iii) Documents submitted by the service provider along with his e-tender (containing --- pages)
 - (iv) Letter of Intent/ Acceptance No. ----- dated -----
 - (v) Work order
 - (vi) All future correspondences between the parties.
- (3) In consideration of the payments to be made by the Institute, the service provider hereby covenants with the Institute and execute the work of **Annual Maintenance Contract for the Maintenance of Core Switches(Brocade VDX 8770-8 and VDX 6740) at CCC, NITK, Surathkal** with effect from -- ----- as per the provisions of the contract.

- (4) That the Service provider hereby agrees to adhere to all related statutory requirements.

- (5) The Institute hereby covenants to pay the service provider in consideration of the services/works rendered by the service provider, the amount specified in the tender document/ price bid as accepted in the letter of intent/ acceptance/ Work Order.

IN WITNESS WHEREOF the parties hereto have signed the agreement the date and year first above mentioned.

Service provider

For Institute

Witness:

Format of Work Order
(In the Letterhead of the Institute)

No. 97/33kV/O&M/2021-22/HD

Date: -----

Through Speed Post

To:
(Name and address of the Service provider)

Sir,

Sub.: Annual Maintenance Contract for the Maintenance of Core Switches(Brocade VDX 8770-8 and VDX 6740) at CCC NITK, Surathkal – Work Order issued – Reg.
Ref.: This office letter of acceptance No. ----- dated -----.

The agreement dated ----- for the above work is accepted. A copy of the agreement is enclosed. You are requested to contact the Chairman, Central Computer Centre of this Institute for further instructions.

Subject to satisfactory performance and subject to terms and conditions of the agreement, the AMC contract is for year wise one year with extension upto five years subject to satisfactory performance starting from ----- . The payment payable under this AMC contract is as follows:

Details of Price bid as accepted

Note: GST is inclusive .

You are further requested to submit an Indemnity bond as per the terms of the contract agreement within seven days.

Yours sincerely,

Encl.: As above.

Registrar
NITK, Surathkal.

1. Copy to:

Format of Indemnity bond (To be submitted by the successful bidder after executing the AMC Contract)

(TO BE NOTORISED ON A STAMP PAPER OF APPROPRIATE VALUE)

Name of the work: **AMC for Core Switches - Brocade VDX 8770-8 and Brocade VDX 6740 at CCC, NITK, Surathkal.**

KNOW all men by these presents that M/s ----- (name and address of the service provider) do hereby execute Indemnity bond in favour of the National Institute of Technology Karnataka, Surathkal, Mangaluru – 575 025, on this ----- day of -----

THIS DEED WITNESSETH as follows:

We (Name and address of the service provider) do hereby indemnify and save harmless National Institute of Technology Karnataka, Surathkal, Mangaluru – 575 025 from:

1. Any third-party claims, civil or criminal complaints/ liabilities/ site mishaps and other accidents or disputes; and/ or damages occurring or arising out of any mishap due to my/ our negligence in performing the AMC contract.
2. Any damages, loss or expenses due to or resulting from any negligence or breach of duty on the part of me/ us or my workers/employees;
3. Any act or omission of mine/ ours which involve any loss or damages or liability or civil or criminal action.

IN WITNESSETH WHEREOF the above named has set his signature on this day-----

Signed and delivered by the aforesaid in the presence of witness:

- 1.
- 2.

Seal and signature of the Notary

Format for evaluation of performance of the service provider

Proforma for evaluation of performance of the service provider by CCC of the Institute

Performance for the month of -----

Sl. No.	Activity	Performance of the service provider*				Remarks in brief
		Very good	Good	Satisfactory	Poor	
1	24x7 Availability of service personnel to attend the calls					
2	Responding to the initial calls raised					
3	Advance planning and competence in in carrying out the maintenance including preventive maintenance					
4	Maintaining sufficient stock of modules/spares/standby units in Store and arranging it for a seamless maintenance of the devices.					
5	Over all satisfaction with maintenance					

*Please ✓ at the appropriate cell

Remarks if any by CCC Team

Submitted for Chairperson, CCC

Approved/Not Approved

Chairperson, CCC

Note:

- Very good - 10 points
- Good - 08 points
- Satisfactory - 06 points
- Poor - 04 points

Obtaining average 6 points in every month is necessary for treating the performance as satisfactory for continuation of the AMC contract

Average points = $\frac{\text{Total points obtained}}{5}$

Price Schedule format (Only indicative, not comprehensive)

Note: Please Do not fill this format. Price bid to be submitted through e-procurement portal duly downloading the BoQ and then to be uploaded duly filled. The following is only for information and guidance to fill the BoQ.

Name of Work: AMC for Core Switches - Brocade VDX 8770-8 and Brocade VDX 6740) at CCC, NITK, Surathkal.

Sl. No.	Item Description	Quantity	Unit Rate Rs. P	Total cost without GST	GST Rate in %	GST Amount	Total amount including GST for AMC for one year in figures Rs. P	Total amount including GST for AMC for one year In Words
1	Core switch - Brocade VDX 8770-8 (which includes accessories Power supply-6 No(s). Power Chord-12 No(s). Rack Kit- 2 No(s). Management Module-2 No(s). 10G SFP+Module-2 No(s). 1G/10G Copper Module-2 No(s). 40G SFP + Module-2 No(s). 1G/10G Fiber Transceiver-48 No(s). LC Connector-38 No(s). 40G QSFP Transceiver-2 No(s). 40G QSFP Cable-2 No(s). License Layer 3 -2 No(s). Support 5 years)	2						
2	Server Farm Switch- Brocade VDX 6740T (with the accessories: Rack Kit- 1 No(s). Power Chord - 2No(s). 40G QSFP Transceiver -2 No(s). Support 5 years-1 No(s).)	1						
Grand Total								
	Note: 1. GST is to be quoted as applicable 2. The Rate should be quoted on Per annum. 3. The billing will be on Quarterly basis.							
	Declaration by the service provider: I/we hereby declare that I/we have quoted rate for all the items in the PRICE SCHEDULE while submitting e-tender. If rate is not quoted for any of the item(s) for whatever the reason, I/ we understand that my/ our Price Bid is liable for rejection.							