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भारतीय प्रौद्योगिकी संस्थान धारवाड

Indian Institute of Technology Dharwad

Near High Court, PB Road, Dharwad-580011 TEL NO: +91 836 2212 839

TENDER FOR CONCLUDING ANNUAL MAINTENANCE CONTRACT (AMC) OF IT ASSETS AT IIT DHARWAD

Tender no.: IITDH/CS/CCS/2020-21/03

Page 1 of 18 (Modified for retendering)

Notice Inviting Tender (NIT)

1.	Date of Tender Publishing on website	18.09.2020
4.	Tender submission start date	18.09.2020
5.	Last Date and Time for Submission of Tender	08.10.2020 up-to 1100 hrs
6.	Opening of Technical Bid	08.10.2020 at 1130 hrs
7.	Address for submission of bid documents	The Assistant Registrar (C&S) IIT Dharwad Pune Bengaluru Highway Near High Court Dharwad bench Dharwad, Karnataka – 580011
		Password protected e-bids can be sent to <u>arcs@iitdh.ac.in</u>
8.	Venue for opening of Technical Bid	Same as above
9.	Duration of Contract	Please pay attention to the contract duration clause at General Instructions to bidders.
10.	Earnest Money Deposit (EMD)	70,000/- (Firms having valid NSIC / MSME certificate may be exempted)
11.	Schedule of Opening Commercial Bids	Schedule for opening of Commercial Bids will be notified only to the bidders qualifying the Technical Bid evaluation. Presence of the bidder or his/her authorized representative at the time of opening of the Commercial bids is preferable.

Detailed tender notice can be downloaded from the website of the Institute at: http://iitdh.ac.in/announcements_tenders.php

The right to suspend the tender process or part of the process, to accept or reject any or all the tenders at any stage of the process and/or to modify the process or any part thereof at any time without assigning any reason thereto vests with IIT Dharwad without any obligation or liability whatsoever.

Sd/-Assistant Registrar (C&S) IIT Dharwad

GENERAL INSTRUCTIONS TO TENDERERS/BIDDERS

1. IIT Dharwad invites Open Tender Enquiry (OTE) under two bid system for AMC of IT Assets at IIT Dharwad. Technical Bid (along-with supporting documents) and EMD (in form of DD in favour of Registrar, IIT Dharwad payable @ Dharwad) shall be submitted in separate sealed envelopes and then encased inside one sealed envelope super scribed "Technical Bid for AMC of IT Assets at IIT Dharwad" All the pages of this tender document along with applicable Appendices (duly signed and stamped by the authorized signatory of the bidder) will form the technical bid.

2. **The Price Bid** as per the format annexed with this tender document, should be duly filled, stamped and signed by the authorized signatory of the bidder and sealed in a separate envelope with "**Price Bid for AMC of IT Assets at IIT Dharwad**" written over it.

3. The Technical bid and the Price bid shall be sealed in one envelope with '**Tender for AMC of IT Assets at IIT Dharwad**' written over it and submit at the address/dropped in tender box at the address as mentioned in the NIT. In view of the restrictions caused due to COVID – 19, <u>Password protected technical bid and password protected commercial bid (both must be separate documents) can be sent by the bidders through email to arcs@iitdh.ac.in strictly as per the schedule given at NIT. The bidders will be required to inform the password to open the document only at the time of opening of bids.</u>

4. The technical bids shall be opened as per schedule placed at **Notice Inviting Tender (NIT).** The vendors who are short listed after qualifying technical bid evaluation will be called for opening of price bids subsequently. IIT Dharwad reserves the right to reject any or all the tenders/bids without assigning any reason thereof.

5. The tender for AMC of IT Assets at IIT Dharwad shall <u>initially be awarded for a period of three</u> months from the date of issue of work order. After successful run of service for a period of three months and delivery of essential contractual obligations, the contract will be extended further for 9 months to complete one year. The contract may thereafter be extended on a year to year basis for a period of two years (maximum 3 years in total) based on mutual agreement and subject to providing satisfactory services by the firm to IIT Dharwad. The option to extend contract beyond the initial three months or beyond the initial first year shall rest with IIT Dharwad. It may also be noted that the rates quoted by the firm, terms & conditions of the tender document shall remain unchanged during the first year of contract. Beyond the first year, an increase of maximum 4% to 10% in the finalized rate of AMC exclusive of GST may be admissible on case to case basis.

6. For any query/clarification please contact Assistant Registrar (C&S) IIT Dharwad during working hrs on phone no 0836-2212-823 and at **arcs@iitdh.ac.in**. Bidders can seek clarifications only till 27.09.2020 upto 1700 hrs.

7. <u>Performance Guarantee</u>. The detail of performance guarantee is given at **Serial 3 (f)** of 'Special Terms and Conditions' under 'Contract Implementation'. Format of Performance Bank Guarantee is provided in the tender document.

SCOPE OF WORK

Detail of scope of Annual Maintenance Contract (AMC) is as mentioned below: -

- Schedule of Requirement. This document shall make a provision for an Annual Maintenance Contract (AMC) for upkeep of IT assets of IIT Dharwad (Karnataka). The list of IT assets is given at Appendix 'B'. IIT Dharwad reserves the right to further enhance quantities of the IT item(s) of the asset list as and when required to be serviced under the same AMC with same rates and terms and conditions as agreed upon through this contract.
- 2. Scope of AMC Contract. The Contract is comprehensive and shall include: -
 - (a) Maintenance & Service of all the IT assets of IIT Dharwad (List placed at Appendix 'B') on a comprehensive basis including replacement of all spare parts, etc. Contractor will inter-alia provide routine maintenance services on regular (at least in every months) and on required basis. once 3 as
 - (b) Contractor has to ensure a 24x7x365 dedicated call addressing mechanism (Single point of a contact for service support is mandatory). Institute may report issues/queries through this facility (Either via phone or email).
 - (c) The Contractor should attend the lodged complaint as per the severity defined by competent authority of IIT Dharwad. No hit and trial method will be allowed while attending the complaint.
 - (d) The Contractor must have an adequate Technical Support System and knowhow for fault restoration and repair to ensure full uptime of the system. The Contractor shall furnish the contact details of all such Technical Support Centers at the time of signing the Contract.
 - (e) The Contractor shall provide an alternate / standby Technical Support or an all-time assistance and support. No response or a delayed response will attract penalty, as per the terms of this tender document. The Contractor shall ensure that all the Technical Support Centers are manned by fully competent, responsible staff capable of attending faults at IIT Dharwad setup.
 - (f) Any change in Address, Phone number, Fax Number, etc. shall have to be intimated in writing by the Contractor to the Purchaser.
 - (g) Replacement of all types of spares and quasi permanent items, all the spares provided by the contractor shall be genuine (OEM Approved) products only, it will be the responsibility of the contractor to keep the equipment operational throughout the service contract period (365x24x7 hrs mode). Violation will attract penalty as per Appendix 'D'.
 - (h) The Contractor shall physically inspect the IT assets covered under this contract and report to this effect shall be submitted to the IIT. It will be the responsibility of the Customer to make good the defects, if any, notified by the contractor prior to commencement of the contract.
 - (i) No asset part covered under this contract is to be declared unserviceable by the contractor during the period of the contract. In such a case, the Contractor shall provide a standby part of same/higher configuration till the expiry of contract within 24 hours from the time of lodge of complaint.
 - (j) In case, any part / IT asset, installed at IIT Dharwad is to be taken out for repairs to the contractor's workshop a **standby of same/higher configuration** shall be provided by

the contractor so that the institute is kept operational.

- (k) The Contractor shall intimate the status of complaints pending/rectified. The contractor shall also submit a consolidated report furnishing the details of calls attended, remedial action taken and their status.
- (I) In case it is not possible to repair any equipment for its unit at the site, it can be sent to Contractors Workshop after due authorization. It will be the sole responsibility of the contractor to take the defective parts to the workshop & bring it back to the same site after repairs. Any cost incurred towards transportation of the faulty/repaired as well as standby equipment shall be borne by the contractor.
- (m) Only genuine software with a valid license must be used in the devices. No pirated software should form any part of the system. IIT Dharwad shall not be responsible for any use of unlicensed/pirated software, if any, used by the Bidder. The responsibility shall rest with the service provider for using unlicensed/pirated software as per indemnity clause of this tender document.
- (n) Replacement of defective equipment and shipment of the same should be the responsibility of the contractor without any financial commitment from IIT Dharwad.
- (o) Processors, Hard Disks, RAMs, Logic/Network Cards, SMPS, Mother Boards should not be repaired and shall be replaced with OEM branded parts/products only.
- (p) IIT Dharwad may terminate the contract at any time without assigning any reason thereof, if the work of the Bidder is found to be unsatisfactory and IIT Dharwad will be at liberty to entrust the same to any other firm/Bidder at the risk and expense of the defaulting Bidder. In this connection, the decision of IIT Dharwad shall be final and binding upon the Bidder.
- (q) The AMC shall cover each and every part including plastic body and parts, replacement of any part necessary for keeping the items active and free from any defects/disturbance; In case of printers, except toners/cartridges every other component should be covered under the AMC.
- 3. <u>Uptime</u>. The Contractor shall provide uptime of 99 % in case of Servers and Network Switches. Similarly, 95% in the case of All-In-One Printers. The uptime will be calculated every quarter based on the use of equipment (24X7X365). Penalties will be imposed in case of non-conformance to uptime, penalty will be adjusted against the contractor's monthly bill and/or performance bank guarantee/security deposit.
- Penalty Clause. In case of complaint received from users, violation of contractual obligations and penal provisions given in this document, penalty will be Imposed as per Appendix 'D' to this document (restricted to 5% of the total value of the monthly bill).
- 5. <u>Minimum eligibility Criteria</u>. IIT Dharwad has set up minimum eligibility criteria for the bidding purposes. All bidders must meet following criteria before they apply for the bid. The bidders meeting the criteria must enclose their supporting documents along with the technical bid: -

<u>SI. No.</u>	Criterion	Documents to be provided
(a)	The bidder shall be a company or partnership registered under the respective Indian acts i.e. Companies Act -1956, the partnership Act -1932 or a Proprietor, having their registered offices in India.	Copy of Certificate of incorporation for company, Partnership deed for partnership firm and registered office document for the proprietor. All entities are to submit their bank details.

(b)	Bidder should be registered with Income Tax and Goods & Service Tax departments.	(a) Attested copy of PAN/GIR Card(b) Attested copy of Goods & ServiceTax registration certificate
(c)	The bidder or any of its partners/directors etc. should not have been black listed/debarred by any of the government agencies or department.	Self-Declaration in the format as Appendix "E".
(d)	Bidder should have minimum 3 years' experience in IT assets service support at any IITs/IIScs/NITs/ IIMs or other equitable educational institutions/government organisations / reputed corporate entities.	Certified Work Orders/ Supply Orders /Agreements for the award of AMC of IT Assets to supports the criteria. The date of tender opening will be taken to reckon the experience.
(e)	At least 3 successfully completed works of 'AMC of IT assets (similar in scope and size of the work detailed in this tender document) at any IITs/IISc/NITs/ IIMs or other equitable educational institutions/government organisations / reputed corporate entities.	Satisfactory Work Completion certificates / Work orders of works, similar in scope and size as of the work detailed in this tender document.
(f)	Bidder should accept the tender document and sign all the pages of the tender document. The bidder shall specify an authorised representative with written power of attorney of the signatory of the bid to commit the bidder. It must be noted that such representation be available till the currency of the contract. In case of companies, the change in representation will be informed along with a fresh Power Of Attorney/authorization.	All the pages of the tender document should be signed by the bidder. Power of attorney / authorisation along with Name, contact details and designation of the representative, duly signed by the proprietor, all the partners and the board (as the case may be) must be submitted along with the technical bid.
(g)	The bidder must have back to back NBD (Next Business Day) support with OEM for support and expertise to provide maintenance of network infrastructure and security for the entire period of AMC.	Copy of Manufacturer's Authorization Form (MAF) from OEM in the format given at Appendix 'G' .

Note: - <u>Any firm/bidder not fulfilling any of the above mentioned criteria duly</u> supported by the indicated documents shall be out-rightly rejected and the bid shall not be considered for further evaluation.

6. Evaluation Criteria.

- a) Technical bids will be opened first and evaluated based on the documentary validation and evaluation criteria stipulated in the tender document. Bidders are to index their documents as per **Appendix 'A'** for clarity. Commercial bids of only technically suitable/ qualified bidders will be opened. Unopened commercial bids of technically unsuitable bidders will be given back to the bidders (not applicable in case of e-bids).
- b) The L1 bidder shall be decided on the basis of the **lowest grand total rate** offered in the price bid (exclusive of GST, which shall be paid on actual as applicable).
- c) The bidders will have to quote the price as per the format provided in the Appendix "C" without any ambiguity. Conditional offers or proposals not furnished in the format attached at Appendix 'C' shall be considered non-responsive and are liable to be rejected.
- d) Please note that the AMC is comprehensive and the bidders must quote for each line item of IT equipment as given in the price bid format. No line item can be left blank (without quote) in the price bid. Such bids (with unquoted asset/s) will be summarily rejected as nonresponsive at the time of commercial bid opening.

- 1. The bidders are advised to study carefully the various clauses contained in the Special Terms and Conditions before submitting their bids. Firms willing to participate in the tender may also visit IIT Dharwad, Dharwad and acquaint themselves with the nature and quantum of work involved before submitting the bids.
- 2. TDS @ 1% or 2% shall be made from the amount payable to the Contractor. The TDS certificate will be issued by IIT Dharwad. Payment of income tax on profits of the firm is the sole responsibility of the Contractor

3. <u>Contract Implementation</u>.

- (a) Sub-contracting of the work will not be allowed.
- (b) Persons below the age of 18 years shall not be engaged for the work. The Contractor will also submit a medical certificate to the effect that the workmen deployed by him are fit for work and are not suffering from any contagious disease.
- (c) Contractor shall not change any employee without consent of the authorized rep. of the institute. Contractor will provide his telephone numbers of his office/residence/mobile on which he can be accessed / approached by the institute.
- (d) The Contractor will be accountable for any accident, injury and loss of life to the workers deployed by him and shall be responsible for payment of compensation as per law. If need arises, the institute will recover such amount from the Contractor to effect payment to the affected person(s).
- (e) Institute reserves the right to terminate the contract at any time without assigning any reason. However, wherever feasible the institute may consider notification of the annulment in advance to the Contractor.
- (f) The successful agency / firm / company will have to deposit a refundable interest free security deposit in form of DD / Performance Bank Guarantee (PBG) in favour of **Registrar, IIT Dharwad** of Rs. (approx. 10% of the contracted value of service) at the time of award of work from a scheduled/ nationalized bank payable at Hubbali / Dharwad. This PBG shall cover the entire period of contract and shall remain valid for a period of 60 days beyond the period of contract. Deductions shall also be made from Contractor's PBG during implementation of the contract that may become due as <u>penalties for violation of rules, terms and conditions</u>, damages, liabilities or for other causes. The format of PBG is given at Appendix 'F' to this document.

4. Safety & Insurance.

- (a) The Contractor shall follow safety procedures in all respects.
- (b) The Contractor will adhere to safe working practices and will take all safety measures necessary for safety of his workmen. He will remain responsible for the safety of his engaged persons. The Contractor should provide all necessary safety instructions, personal protective safety equipment to the persons engaged by him as applicable and required.
- (c) The Contractor shall be liable to bear all expenses/damages/compensation in the event of any injury or loss of life of the personnel engaged by him while on duty.

5. Security

(a) The Bidder shall be bound by all security procedures followed at IIT Dharwad and abide by security instructions for all purposes. Workmen engaged by him will be liable for check and search by the security on duty while mustering in and out and also at the other random places and timings. Any breach/violation of security regulations in the work premises by any of the Bidder's persons shall be Bidder's responsibility.

- (b) The Bidder will be responsible for good conduct of his workmen. If any workman is found indulging in undesirable activities, he will have to be withdrawn immediately as asked by the institute and replaced with a new person.
- (c) Institute reserves right to disallow any or all of the Bidder's men from being deployed inside the institute campus without assigning any reason.
- (d) In the event of any damage to the property of the institute or life of its employees and/or their dependents the Bidder shall be liable for payment of compensation and/or prosecution in accordance with applicable law and provisions. Compensation for damage to the property of the institute will be as assessed by authorized representative(s) of the institute and shall be recoverable from the Bidder at market value.

6. Statutory Obligations

- (a) The Contractor shall abide by and comply with the provisions of all the Acts, Rules and notifications issued by Central/State Govt. as applicable from time to time in respect of the contracted work and all staff employed by him at his own cost and risk, including the following:
 - (i) Contract Labour (Regulation and Abolition) Act 1970
 - (ii) Contract Labour (Regulation & Abolition) Central Rules 1971
 - (iii) Payment of Wages Act 1936, Payment of Wages (Amendment) Act 2005
 - (iv) Minimum Wages Act 1948
 - (v) Minimum Wages (Central) Rules 1950
 - (i) Employees' Compensation Act 1923
 - (ii) The E.P.F. and Miscellaneous Provisions Act 1952
 - (iii) Employees State Insurance Act 1948
 - (iv) The Child Labour (Prohibition and Regulation) Act 1986
- (b) Liability arising due to failure to adhere to statutory or other legal provisions attributable to the Contractor shall be borne by the Contractor himself.
 - (i) The Contractor shall maintain up to date records required for compliance with the provisions of all the Acts and Rules made by Central/State Govt. as applicable from time to time in respect of the contracted work.
 - (ii) If a bidding firm/ Contractor is found violating any statutory provisions concerning labour laws or has given incorrect/false/misleading information, affidavit of documents at any stage of tender or contract, necessary action as deemed fit, that may include debarring of the firm, shall be initiated.

7. General

- (a) The persons employed by the Bidder, will have no right whatsoever to claim permanent/temporary employment in this organization. There will be periodical as well as surprise checking of the services provided by the Bidder for the subject job by the representative of the institute. In case of default, the contract will be liable for short closure of supply order forfeiting the security deposit.
- (b) If any employee of the Bidder is found to have committed misconduct or misbehavior, the institute at its sole discretion, may direct the Bidder to remove such employee and the Bidder shall remove such employee(s) without questioning the decision of the institute.
- (c) The personnel deployed by the Bidder will not become member of any trade union of the Institute. If the personnel employed by the Bidder indulge in union activities

which affect the service obligation of the Bidder or safety and security of the Institute, the contract will be liable for termination. In the event of violation, they will be debarred from entering Institute premises and contract can also be considered for termination.

- (d) Further, the personnel deployed by the Bidder shall not engage themselves in any undesirable activities within the institute premises. They shall not indulge in any business dealings with any agency directly or indirectly associated with Institute or in trade union activities. In the event of violation, they will be debarred from entering the Institute and contract can also be considered for termination and forfeiture of the security deposit.
- (e) The personnel deployed by the Bidder shall be available at the place of work defined for them. They must not visit undesignated places without valid authorization by Institute.
- (f) No housing/accommodation will be provided by the institute to the personnel deployed by the Bidder unless otherwise specifically provided in the contract.

8. **Indemnity Clause.** The Bidder has to execute an indemnity bond stating " The Bidder indemnifies IIT Dharwad of any issues arising out of "AMC of IT Assets at IIT Dharwad" that may cause any adverse claim against IIT Dharwad."

9. **Payment of bills.** It must be noted that advance payment of bills will not be made at all. The bills will be settled on a monthly basis. The bills should be clear, GST compliant and should mention the period of service for which they are being raised. The bills should be assisted by invoice and breakup of the bill.

10. **Arbitration Clause**. Any dispute, difference or disagreement between IIT Dharwad and the bidder concerning the existence, validity, interpretation, performance, termination or breach under this Contract, shall be amicably resolved in good faith. Failing which, the matter shall be referred for settlement by arbitration in accordance with provisions of Indian Arbitration & Conciliation Act, 1996, as amended from time to time. Either Party may refer the dispute to the sole Arbitrator, to be nominated by the Competent Authority of IIT Dharwad. The language of arbitration proceedings shall be English and the venue and jurisdiction of the arbitration shall be Dharwad. The arbitration award shall be final and binding on both the Parties.

Appendix A

Evaluation of Responsiveness

<u>SI. No.</u>	Criterion	Documents to be provided
a.	The bidder shall be a company or partnership registered under the respective Indian acts i.e. Companies Act -1956, the partnership Act -1932 or a Proprietor, having their registered offices in India.	Copy of Certificate of incorporation for company, Partnership deed for partnership firm and registered office document for the proprietor. All entities are to submit their bank details.
b.	Bidder should be registered with Income Tax and Goods & Service Tax departments.	 (c) Attested copy of PAN/GIR Card (d) Attested copy of Goods & Service Tax registration certificate
C.	The bidder or any of its partners/directors etc. should not have been black listed/debarred by any of the government agencies or department.	Self-Declaration in the format as Appendix "E".
d.	Bidder should have minimum 3 years' experience in IT assets service support at any IITs/IIScs/NITs/ IIMs or other equitable educational institutions/government organisations / reputed corporate entities.	Certified Work Orders/ Supply Orders /Agreements for the award of AMC of IT Assets to supports the criteria. The date of tender opening will be taken to reckon the experience.
e.	At least 3 successfully completed works of 'AMC of IT assets (similar in scope and size of the work detailed in this tender document) at any IITs/IISc/NITs/ IIMs or other equitable educational institutions/government organisations / reputed corporate entities.	Satisfactory Work Completion certificates / Work orders of works, similar in scope and size as of the work detailed in this tender document.
f.	Bidder should accept the tender document and sign all the pages of the tender document. The bidder shall specify an authorised representative with written power of attorney of the signatory of the bid to commit the bidder. It must be noted that such representation be available till the currency of the contract. In case of companies, the change in representation will be informed along with a fresh Power Of Attorney/authorization.	All the pages of the tender document should be signed by the bidder. Power of attorney / authorisation along with Name, contact details and designation of the representative, duly signed by the proprietor, all the partners and the board (as the case may be) must be submitted along with the technical bid.
g.	The bidder must have back to back NBD (Next Business Day) support with OEM for support and expertise to provide maintenance of network infrastructure and security for the entire period of AMC.	Copy of Manufacturer's Authorization Form (MAF) from OEM in the format given at Appendix 'G' .

Appendix 'B'

LIST OF ASSETS:

Network Switches				
SI. No.	Item Name	Serial Number	Expiry Status of AMC/OEM Warranty	Starting Date of Proposed AMC
1	Summit X460-G2-24x 10GE4-BASE UNIT	1546N-40471	23-Aug-20	24-Aug-20
2	Summit X460-G2-24x 10GE4-BASE UNIT	1737N-41995	22-Oct-20	23-Oct-20
3	Summit X460-G2-24x 10GE4-BASE UNIT	1821N-43006	1-Jul-21	2-Jul-21
4	Summit X440-48p 48 10/100/1000BASE	1703N-42423	23-Aug-20	24-Aug-20
5	Summit X440-48p 48 10/100/1000BASE	1721N-41256	10-Jul-20	24-Aug-20
6	Summit X440-48p 48 10/100/1000BASE	1722N-41789	20-Jul-20	24-Aug-20
7	Summit X440-48p 48 10/100/1000BASE	1721N-41336	20-Jul-20	24-Aug-20
8	Summit X440-48p 48 10/100/1000BASE	1721N-41453	20-Jul-20	24-Aug-20
9	Summit X440-48p 48 10/100/1000BASE	1721N-41598	20-Jul-20	24-Aug-20
10	Summit X440-48p 48 10/100/1000BASE	1721N-41398	20-Jul-20	24-Aug-20
11	Summit X440-48p 48 10/100/1000BASE	1340N-40614	23-Aug-20	24-Aug-20
12	Summit X440-48p 48 10/100/1000BASE	1721N-41166	10-Jul-20	24-Aug-20
13	Summit X440-48p 48 10/100/1000BASE	1723N-42100	10-Jul-20	24-Aug-20
14	Summit X440-48p 48 10/100/1000BASE	1737N-44136	20-Jul-20	24-Aug-20
15	Summit X440-48p 48 10/100/1000BASE	1721N-41364	10-Jul-20	24-Aug-20
16	Summit X440-48p 48 10/100/1000BASE	1411N-42838	23-Aug-20	24-Aug-20
17	Summit X440-48p 48 10/100/1000BASE	1722N-41785	21-Jul-20	24-Aug-20
18	Summit X440-48p 48 10/100/1000BASE	1721N-41200	10-Jul-20	24-Aug-20
19	Summit X440-48p 48 10/100/1000BASE	1721N-41398	20-Jul-20	24-Aug-20
20	Summit X440-48p 48 10/100/1000BASE	1721N-41455	10-Jul-20	24-Aug-20
21	Summit X440-24t 24 10/100/1000BASE-T	1625N-43200	23-Aug-20	24-Aug-20
22	Summit X440-24t 24 10/100/1000BASE-T	1625N-43241	23-Aug-20	24-Aug-20
23	Summit X440-24p 2410/100/1000BASE	1723N-42478	23-Feb-21	24-Feb-21
24	Summit X440-24p 24 10/100/1000BASE	1723N-41752	10-Jul-20	24-Aug-20
25	Summit X440-24p 24 10/100/1000BASE	1446N-40242	23-Aug-20	24-Aug-20
26	Summit X440-24p 24 10/100/1000BASE	1546N-41259	23-Aug-20	24-Aug-20
27	Summit X440-24p 24 10/100/1000BASE	1723N-41737	10-Jul-20	24-Aug-20
28	Summit X440-24p 24 10/100/1000BASE	1721N-41571	20-Jul-20	24-Aug-20
29	Summit X440-24p 24 10/100/1000BASE	1723N-42129	10-Jul-20	24-Aug-20
30	Summit X440-24p 24 10/100/1000BASE	1345N-43085	23-Aug-20	24-Aug-20
31	Summit X440-24p 24 10/100/1000BASE	1611N-41678	10-Jul-20	24-Aug-20
32	Summit X440-24p 24 10/100/1000BASE	1723N-41984	10-Jul-20	24-Aug-20
33	Summit X440-24p 24 10/100/1000BASE	1723N-42423	20-Jul-20	24-Aug-20
34	Summit X440-24p 24 10/100/1000BASE	1723N-41956	10-Jul-20	24-Aug-20
35	Summit X440-24p 24 10/100/1000BASE	1723N-41886	20-Jul-20	24-Aug-20
36	Summit X440-24p 24 10/100/1000BASE	1650N-40326	10-Jul-20	24-Aug-20
37	Summit X440-24p 24 10/100/1000BASE	1723N-41914	20-Jul-20	24-Aug-20
38	Summit X440-24p 24 10/100/1000BASE	1723N-41986	10-Jul-20	24-Aug-20
39	Summit X440-24p 24 10/100/1000BASE	1723N-41748	10-Jul-20	24-Aug-20
40	Summit X440-24p 24 10/100/1000BASE	1546N-41376	4-Feb-20	24-Aug-20
41	Summit X430-8p 8 10/100/1000BASE	1547N-42549	4-Feb-20	24-Aug-20

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Server Machines & Printers				
SI. No.	Make & Model	Serial Number	Expiry Status of AMC/OEM Warranty	Expected Starting Date of Proposed AMC
1	HP DL 380 Gen 9 Server	CN762409XW	23-Aug-20	24-Aug-20
2	HP DL 60 Gen 9 Server	SGH703VKR X	23-Aug-20	24-Aug-20
3	HP DL 380 Gen 9 Server	CN762409XV	23-Aug-20	24-Aug-20
4	HP DL 380 Gen 9 Server	CN780804M6	9-Mar-21	10-Mar-21
5	HP DL 380 Gen 9 Server	CN780804M5	9-Mar-21	10-Mar-21
6	HP DL 160 Gen 9 Server	SGH803YB7E	23-Feb-21	24-Feb-21
7	HP DL 380 Gen 9 Server	CN780804MD	9-Mar-21	10-Mar-21
8	HP DL 380 Gen 9 Server	CN780804LZ	9-Mar-21	10-Mar-21
9	HP DL 380 Gen 9 Server	CN780804LW	9-Mar-21	10-Mar-21
10	HP DL 380 Gen 9 Server	CN780804L7	9-Mar-21	10-Mar-21
11	QNAP SERVER	Q186105550	28-Jul-20	29-Jul-20
12	QNAP SERVER	Q194I10190	31-May-21	1-Jun-21
13	QNAP SERVER	Q167I04686	NA	24-Aug-20

Date:

Signature of the bidder with seal

Appendix 'C'

PRICE BID

Network Switches					
SI. No.	Item Name	Serial Number	Expiry Status of AMC/OEM Warranty	Starting Date of Proposed AMC	Rate per Annum (Exclusive GST)
1	Summit X460-G2-24x 10GE4-BASE UNIT	1546N-40471	23-Aug-20	24-Aug-20	
2	Summit X460-G2-24x 10GE4-BASE UNIT	1737N-41995	22-Oct-20	23-Oct-20	
3	Summit X460-G2-24x 10GE4-BASE UNIT	1821N-43006	1-Jul-21	2-Jul-21	
4	Summit X440-48p 48 10/100/1000BASE	1703N-42423	23-Aug-20	24-Aug-20	
5	Summit X440-48p 48 10/100/1000BASE	1721N-41256	10-Jul-20	24-Aug-20	
6	Summit X440-48p 48 10/100/1000BASE	1722N-41789	20-Jul-20	24-Aug-20	
7	Summit X440-48p 48 10/100/1000BASE	1721N-41336	20-Jul-20	24-Aug-20	
8	Summit X440-48p 48 10/100/1000BASE	1721N-41453	20-Jul-20	24-Aug-20	
9	Summit X440-48p 48 10/100/1000BASE	1721N-41598	20-Jul-20	24-Aug-20	
10	Summit X440-48p 48 10/100/1000BASE	1721N-41398	20-Jul-20	24-Aug-20	
11	Summit X440-48p 48 10/100/1000BASE	1340N-40614	23-Aug-20	24-Aug-20	
12	Summit X440-48p 48 10/100/1000BASE	1721N-41166	10-Jul-20	24-Aug-20	
13	Summit X440-48p 48 10/100/1000BASE	1723N-42100	10-Jul-20	24-Aug-20	
14	Summit X440-48p 48 10/100/1000BASE	1737N-44136	20-Jul-20	24-Aug-20	
15	Summit X440-48p 48 10/100/1000BASE	1721N-41364	10-Jul-20	24-Aug-20	
16	Summit X440-48p 48 10/100/1000BASE	1411N-42838	23-Aug-20	24-Aug-20	
17	Summit X440-48p 48 10/100/1000BASE	1722N-41785	21-Jul-20	24-Aug-20	
18	Summit X440-48p 48 10/100/1000BASE	1721N-41200	10-Jul-20	24-Aug-20	
19	Summit X440-48p 48 10/100/1000BASE	1721N-41398	20-Jul-20	24-Aug-20	
20	Summit X440-48p 48 10/100/1000BASE	1721N-41455	10-Jul-20	24-Aug-20	
21	Summit X440-24t 24 10/100/1000BASE-T	1625N-43200	23-Aug-20	24-Aug-20	
22	Summit X440-24t 24 10/100/1000BASE-T	1625N-43241	23-Aug-20	24-Aug-20	
23	Summit X440-24p 2410/100/1000BASE	1723N-42478	23-Feb-21	24-Feb-21	
24	Summit X440-24p 24 10/100/1000BASE	1723N-41752	10-Jul-20	24-Aug-20	
25	Summit X440-24p 24 10/100/1000BASE	1446N-40242	23-Aug-20	24-Aug-20	
26	Summit X440-24p 24 10/100/1000BASE	1546N-41259	23-Aug-20	24-Aug-20	
27	Summit X440-24p 24 10/100/1000BASE	1723N-41737	10-Jul-20	24-Aug-20	
28	Summit X440-24p 24 10/100/1000BASE	1721N-41571	20-Jul-20	24-Aug-20	
29	Summit X440-24p 24 10/100/1000BASE	1723N-42129	10-Jul-20	24-Aug-20	
30	Summit X440-24p 24 10/100/1000BASE	1345N-43085	23-Aug-20	24-Aug-20	
31	Summit X440-24p 24 10/100/1000BASE	1611N-41678	10-Jul-20	24-Aug-20	
32	Summit X440-24p 24 10/100/1000BASE	1723N-41984	10-Jul-20	24-Aug-20	
33	Summit X440-24p 24 10/100/1000BASE	1723N-42423	20-Jul-20	24-Aug-20	
34	Summit X440-24p 24 10/100/1000BASE	1723N-41956	10-Jul-20	24-Aug-20	
35	Summit X440-24p 24 10/100/1000BASE	1723N-41886	20-Jul-20	24-Aug-20	
36	Summit X440-24p 24 10/100/1000BASE	1650N-40326	10-Jul-20	24-Aug-20	
37	Summit X440-24p 24 10/100/1000BASE	1723N-41914	20-Jul-20	24-Aug-20	
38	Summit X440-24p 24 10/100/1000BASE	1723N-41986	10-Jul-20	24-Aug-20	
39	Summit X440-24p 24 10/100/1000BASE	1723N-41748	10-Jul-20	24-Aug-20	
40	Summit X440-24p 24 10/100/1000BASE	1546N-41376	4-Feb-20	24-Aug-20	

41	Summit X430-8p 8 10/100/1000BASE	1547N-42549	4-Feb-20	24-Aug-20	
		·		Sub Total A	
	Serv	er Machines & Prir	nters		
SI. No.	Make & Model	Serial Number	Expiry Status of AMC/OEM Warranty	Expected Starting Date of Proposed AMC	Rate per Annum (Exclusive GST)
Α	В	С	D	E	F
1	HP DL 380 Gen 9 Server	CN762409XW	23-Aug-20	24-Aug-20	
2	HP DL 60 Gen 9 Server	SGH703VKRX	23-Aug-20	24-Aug-20	
3	HP DL 380 Gen 9 Server	CN762409XV	23-Aug-20	24-Aug-20	
4	HP DL 380 Gen 9 Server	CN780804M6	9-Mar-21	10-Mar-21	
5	HP DL 380 Gen 9 Server	CN780804M5	9-Mar-21	10-Mar-21	
6	HP DL 160 Gen 9 Server	SGH803YB7E	23-Feb-21	24-Feb-21	
7	HP DL 380 Gen 9 Server	CN780804MD	9-Mar-21	10-Mar-21	
8	HP DL 380 Gen 9 Server	CN780804LZ	9-Mar-21	10-Mar-21	
9	HP DL 380 Gen 9 Server	CN780804LW	9-Mar-21	10-Mar-21	
10	HP DL 380 Gen 9 Server	CN780804L7	9-Mar-21	10-Mar-21	
11	QNAP SERVER	Q186105550	28-Jul-20	29-Jul-20	
12	QNAP SERVER	Q194I10190	31-May-21	1-Jun-21	
13	QNAP SERVER	Q167I04686	NA	24-Aug-20	
	Sub Total B				

GRAND	TOTAL :	= Subtotal A + Subtotal B	

*AMC figure will be equal to Rate per Annum **F** x Number of days/365.

Notes:-

(a) The bidder is to acquaint himself with the scope of work, all terms and conditions & penalty details etc. of the tender document before quoting the rates. The lowest bidder will be given the contract.

(b) The rate should be exclusive of GST. GST shall be applicable extra as prevalent rate. The quoted rate should be inclusive of all other charges towards successful operation of AMC as per terms and conditions of this tender document.

(c) No line item can be left blank (without quote) in the price bid as such bids will be summarily rejected as nonresponsive at the time of commercial bid opening.

Date:

Signature of the Contractor with seal

1. <u>Time To Resolve (TTR) and associated penalty</u>

TTR is defined as the time taken to resolve the issues logged. The Severity Levels for measuring TTR shall be classified by competent authority of IIT Dharwad as High, Medium and Low on the basis of critical nature of the issue. The penalties for failing in providing permissible TTR are given below:

<u>SI. No.</u>	Permissible TTR	Penalties per Day of Delay/ per Fault/per Occasion
(a)	Within 12 hours from the call logging time-for all High Severity events.	Failing on TTR for High Severity events, Rs. 5,000/-
(b)	Within 24 hours from the time of attending the problem for all Medium Severity events.	Failing on TTR for Medium Severity events, Rs. 3,500/-
(c)	Within 36 hours from the time of attending the problem for all Low Severity events.	Failing on TTR for Low Severity events, Rs. 2,000/-

2. Uptime, Downtime and associated Penalty

The Contractor shall provide uptime of 99 % in case of Servers and Network Switches. Similarly, 95% in the case of All-In-One Printers. The uptime will be calculated every quarter based on the use of equipment (24X7X365). Penalties will be imposed in case of non-conformance to uptime, Payment towards any default will be adjusted against the contractor's monthly bill and/or performance bank guarantee/security deposit. The contractor needs to maintain the uptime as follows: -

- (a) The Servers and Network Switches are required to be up and running with 99% uptime on a monthly basis, barring scheduled and mutually agreed upon downtime. The solution once implemented and accepted by the IIT Dharwad, shall be functional with an uptime of 99% on 24*7*365 basis.
- (b) The All-In-One Printers are required to be up and running with 95% uptime on a monthly basis.

3. Calculation of Uptime/Downtime and associated penalty.

"Downtime" is the total minutes in a month when the listed devices are not fully functional (which can be attributable to the contractor). **Up-time** is calculated on monthly basis as: -

(Total Minutes in the Month – Downtime of Device in minutes) x 100 / Total Minutes in a Month Where the total minutes in the month are calculated as (60*24* total no. of days in that particular month.)

4. Calculation of Penalty.

At the end of every month, the uptime of every device will be calculated. For each device whose uptime is less than the mentioned threshold, a penalty of 1% of the total payment will be levied. Such penalty will be deducted from the performance guarantee submitted against the Contract or from the bill amount that is due for payment to the contractor.

Appendix 'E'

SELF-DECLARATION - NO BLACKLISTING

То

Date: _____

The Assistant Registrar (C&S) IIT Dharwad Dear Sir,

<u>Ref: Tender for concluding Annual Maintenance Contract (AMC) of IT Assets at</u> <u>IIT Dharwad</u>

In response to the Tender Document for concluding Annual Maintenance Contract (AMC) of IT Assets at IIT Dharwad, I/ We hereby declare that presently our Company/ firm _______ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body. We further declare that presently our Company/ firm______ is not blacklisted or debarred and not declared ineligible for reasons other than corrupt

& fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission including violation of relevant labour laws.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, our security may be forfeited in full and the bid, if any to the extent accepted may be cancelled at any stage and the contract may be terminated and we shall be debarred from bidding in future against any other tender. Yours faithfully,

Place:

Date:

Signatures	
Name	

Seal of the Organization

FORMAT FOR PERFORMANCE GUARANTEE BOND

(To be typed on <u>Non-judicial stamp paper</u> of the value of Indian Rupees of One Hundred) (TO BE ESTABLISHED THROUGH ANY OF THE NATIONAL BANKS (WHETHER SITUATED AT HUBALI / DHARWAD OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT HUBALI / DHARWAD OR ANY SCHEDULED BANK SITUATED AT HUBALI / DHARWAD. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.

To, The Registrar, Indian Institute of Technology Dharwad Dharwad, Karnataka– 580011.

LETTER OF GUARANTEE

WHEREAS Indian Institute of Technology, Dharwad (Buyer) has invited Tenders vide Tender No ______ Dt. _____ for 'providing AMC for IT assets at IIT Dharwad' AND WHEREAS the said tender document requires that any eligible successful tenderer (seller) wishing to supply the service in response thereto shall establish an irrevocable Performance Guarantee Bond in favour of "Registrar, Indian Institute of Technology, Dharwad" in the form of Bank Guarantee for Rs ______ Only)(10% (ten percent) of the contract value) and valid till <u>one year and 60 days from the award of contract</u> may be submitted within 15 (Fifteen) days from the date of Order Acknowledgment as a successful bidder.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said tenderer (seller) failing to abide by any of the conditions referred in tender document / purchase order / performance of the catering service this Bank shall pay to Indian Institute of Technology, Dharwad on demand and without protest or demur Rs _____ (Amount of PBG)

This Bank further agrees that the decision of Indian Institute of Technology, Dharwad (Buyer) as to whether the said Tenderer (Seller) has committed a breach of any of the conditions referred in tender document / purchase order shall be final and binding.

We, (name of the Bank & branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the Tenderer (Seller) and/ or Indian Institute of Technology, Dharwad (Buyer).

Notwithstanding anything contained herein:

- 1. Our liability under this Bank Guarantee shall not exceed Rs _____
- 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 Dharwad serves upon us a written claim or demand on or before(date).

Yours truly,

Signature and seal of the guarantor: Name of Bank: Address: Date:

MANUFACTURER'S AUTHORISATION FORM (to be submitted by authorized representatives on the letter head of the OEM)

No.

Dated:

To The Assistant Registrar (C&S), IIT Dharwad

Sub: Product Compliance with the tender specifications for "concluding AMC for IT assets at IIT Dharwad"- Reg.

Dear Sir,

Tender No Equipment Name

1. We (name of the OEM) are the original manufacturers of the above equipment having registered office at (full address with telephone number/fax number email & and website). do herebv authorize ID M/s. (Name and address of bidder) to submit tender, quote price, subsequently negotiate and sign the contract with IIT Dharwad for asset item mentioned at (give list of items / serial nos applicable at Appendix B of the IIT Dharwad tender document) as per the tender no IITDH/CS/CCS/2020-21/03.

2. We also hereby undertake to provide AMC as agreed by the tenderer in the event the tenderer is changed as the dealers or the tenderer fails to provide satisfactory maintenance service during such period of AMC and to supply required spare support during the said period.

3. We also hereby declare that we have the capacity to manufacture, supply, install and commission the quantity of the equipment tendered at least for next one year.

(Name) for and on behalf of M/s._____ Date: (Name of manufacturers) Place: