



## **NAGALAND UNIVERSITY**

(A Central University Estd. By the Act of Parliament No.35 of 1989)

Headquarters: Lumami-798627

### **NOTICE INVITING TENDER**

Tender Document for Network Core Switch to support campus network of Nagaland University, Headquarters Lumami.

Item	Supply of Network Core Switch
Tender Notification Number	NO.NU/ADMN/C-31/15 (Vol-2)-4061
Date of Issue	17 <sup>th</sup> August, 2016
Bid Closing Date and Time	13 <sup>th</sup> September, 2016 up to 4:00 PM
Opening Date and Time of Technical Bids	
Opening Date and Time of Financial Bids	

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## SECTION-1: INVITATION FOR BIDS

1. Nagaland University, Headquarters Lumami invites sealed tenders for Network Core Switch for expansion of the Campus Wide Local Area Network (LAN) in NU, Lumami Campus. The Technical Specifications for **supply of Network Core Switch in the LAN** of NU, Lumami Campus are given in **Section 5: Schedule of Requirements/Specifications and Allied Technical details**, appended herewith.
2. The BIDDERS are requested to give detailed tender in their own forms in two Bids i.e.

**Part - I : Technical Bid.**

**Part - II : Financial Bid.**

3. **Contact information:**

Technical contact:

Name: Er. Bendanginla Jamir

Email: bendanginla.jamir@nagalanduniversity.ac.in

Website: nagalanduniversity.ac.in

**The tender document can be downloaded from the website [nagalanduniversity.ac.in](http://nagalanduniversity.ac.in)**

4. Supply means: “Supply, Configuration, Installation, Commissioning and satisfactory demonstration of the whole system and training”. If any charges extra are payable for Installation, Commissioning and training, the same should be specified in the Financial offer.

5. **Submission of Bids :**

- i. Place** .....  
.....  
.....  
.....
- ii. Time and Date of Submission** : .....
- iii. Time and Date of opening Technical Bid** : .....

Nagaland University, Lumami will not be responsible, for submission / delivery of quotation at wrong places other than Nagaland University, Lumami, 798627

7. **Two Bid System :**

The two bid system should be followed for this tender. In this system the BIDDER must submit his offer in **two separate sealed envelopes**. Both the Technical Bid and Financial Bid envelopes should be securely sealed and stamped separately and clearly marked as

**“Envelope No.1 – Technical Bid”** and **“Envelope No.2 – Financial Bid”** respectively. Both the sealed envelopes should be placed in a third larger envelope. The main envelope which will contain both the bids should be super scribed with our **tender enquiry “Quotation for supply of Network Core Switch”** and to be submitted to “The Registrar, Nagaland University, Lumami-798627” so as to reach on or before **13<sup>th</sup> September, 2016 up to 4:00 PM.**

The envelopes must be super-scribed with the following information:

- Tender Notification Number
- Bid closing Date
- Name of the Vendor

**7.1 Envelope No. 1 : Shall contain “Technical Bid” and Earnest Money Deposit (EMD)**

The technical offer **should not contain any price information.**

The Technical Bid must be submitted in an organized and structured manner. No brochures/leaflets etc. Please indicate page nos. on your quotation.

The Technical Offer should comprise of the following:

- (i) Tenders, which are submitted without following the two bid offer system, will summarily be rejected.
- (ii) The Technical Bid should contain financial terms with reference to the tender.
- (iii) The technical offer should be complete to indicate that all products and services asked for are quoted. Each page of the bid and overwriting/corrections shall be duly signed and stamped by the BIDDER. Unsigned Tenders will also be rejected.

Failure to comply with this requirement may result in the bid being rejected.

- (iv) The purpose of certain specific conditions is to get or procure best equipment/service etc. for NU, Lumami. The opinion of Tender Committee shall be the guiding factor for technical short listing.
- (v) Demand Draft/Bank Guarantee for 2% on the total cost of the project towards Earnest Money Deposit. Bank Guarantee will be obtained from Nationalized / Schedule Bank only.
- (vi) Duly filled in Technical Bid with proper seal and signature of authorized person on each page of the bid should be submitted and the same should accompany with complete specifications, Manufacturer's name, address and relevant Technical Literature / Brochures with warranty Terms and EMD.
- (vii) The Bidder should be ISO 9001 Certified company/firm and should hold a valid certificate.
- (viii) The bidder should have registered & Operating office for the last 5 (five) years or more in NE region. Documentary evidence like up to date Trade License from Municipal Corp., Sales tax Registration, Service Tax Registration, PF, ESIC duly attested by Competent Authority should be enclosed.
- (ix) Bidder should have adequate After Sales Support Infrastructure in NE States preferably in Nagaland. The details of after sales support infrastructure should be enclosed. The List of Technical Support persons should be enclosed.
- (x) The bidder should be an OEM or authorized partner of OEM. In case the bidder is reseller/distributor, authorization letter from Original Equipment's Manufacturers to be submitted mentioning the tender no for each of the item.

- (xi) The average annual turnover should not be less than 30% of the estimated cost put to tender for the job work. The copy of the Balance sheet, Profit & Loss A/c., Trade or Manufacturing A/c for the last 3 years should be enclosed.
- (xii) The bidder should produce following certificates: Sales tax & Service Tax Registration, Up-to-date sales tax clearance certificate, Income Tax PAN Number and TIN number, PF/ESIC certificate.
- (xiii) Solvency certificates (not older than twelve months) issued by Scheduled/ Nationalized bank with which BIDDER holds the current account.
- (xiv) Bidder should have experience of supplied at-least a single order of Managed Switch in any CPSUs / Govt. organizations / Leading Commercial Organizations during last five years in North-Eastern region.
- (xv) The datasheet documents and technical documents submitted should be available on the global websites of the respective manufacture and the URL links to the respective documentation should be provided in the compliance statement. Any documents which are not available on the Global website of the OEM would be treated as invalid document submitted and noncompliance against the technical specifications asked in the tender.
- (xvi) The OEM must be in Leaders segments of the “Gartner Magic Quadrant” of Wired and Wireless Network in 2015.
- (xvii) A copy of the Un-priced Technical Bid. (Please see Section-6 – Price Schedule).
- (xviii) Compliance sheet with any deviation with reference to the terms and specifications.
- (xix) Duly filled in checklist as per Section-9 should be submitted along with the Technical Bid.
- (xx) The proposed core switch submitted by the Bidders should be compatible in the existing network including the core switch and edge switches.

**7.2 Envelope 2 : “Financial Bid” shall contain:**

- (i) Price schedule complete in all respects with proper seal and signature of authorized person.
- (ii) Discount offered should be mentioned clearly in the Financial Bid only.
- (iii) Cost of all the items should be mentioned clearly and individually in the Financial Offer (Part-II) only.

## 8. Date of opening the Technical Bids.

**Technical Bids will be opened on – .....**

The Technical Bids will be evaluated to shortlist the eligible BIDDERS. The Financial Bids of only the short listed BIDDERS shall be considered for further processing.

### **Note:**

**Please do not insert “Financial Bid” (prices quoted) in the Technical Bid envelope. If the price quoted is submitted with Technical Bid, the tender will be rejected.**

## 9. Formation of Tender Committee

The Tender Committee(s) for the evaluation of the tenders will be done by the University Tender and Purchase Committee.

## 10. Terms of the Tender Committee

- a. A Tender Committee duly constituted by the University will go through the technical aspects of the tender and recommend short listed firms. The recommendation of the Tender Committee is final and binding on all parties.
- b. The technical evaluation will be an assessment of the Technical Bid. Nagaland University, Lumami, representatives will proceed through a detailed evaluation of the Technical Bids as defined in **Section 5: (Schedule of requirements, specifications and allied technical details)**, in order to determine whether they are substantially responsive to the requirements set forth in the tender. In order to reach such a determination, Nagaland University, Lumami will examine the information supplied by the BIDDERS, and shall evaluate the same as per the specifications mentioned in this tender.
- c. The Tender Committee may formulate evaluation criteria in addition to the specifications and requirements indicated in the tender, in the interest of Nagaland

University, Lumami and this criteria/recommendation will also form as a part of short-listing of the firms.

## 11. Bid Evaluation Criteria

- i. On the due date the Technical Bids will be opened and referred to the Tender Committee.
- ii. The information received and the bids already submitted together will be examined with reference to the tendered specifications and evaluation is made by the Tender Committee.
- (iii) After the technical evaluation is completed and approved, Nagaland University, Lumami shall inform to the BIDDERS whose bids have been rejected technically with the reasons for rejection.
- (iv) The purpose of obtaining two bids (Technical and Financial) is to evaluate all the firms on technical basis with reference to the tendered specifications, performance of similar Solutions/Applications elsewhere, obtaining user's views with reference to the earlier supplies. This will enable the Tender Committee to arrive at a fair recommendation in the interest of the organization.
- (v) In the event of seeking any clarification from various BIDDERS by Nagaland University, Lumami the BIDDERS are required to furnish only technical clarifications that are asked for. No amendment to Financial Bid will be entertained at that stage. In case if a BIDDER fails to quote for a particular item it amounts to non-compliance and hence such bid will not be considered for further evaluation.

Further during this process if any BIDDER indicates the price during the clarification such bids also will not be considered for further evaluation.

- (vii) **The Financial Bids of the vendors whose Technical Bids are found to be technically deficient or do not meet the qualification criteria as specified in this tender will not be considered for evaluation of Financial Bids and the same shall be returned to them without opening along with their EMD.**

## 12. Evaluation of Financial Bid

Assignment of marks to the Financial Bids will be done as follows: Once all the Financial Bids (of eligible bidders as mentioned above) have been opened, marks will be assigned to each Financial Bid as per the formula below:



Marks assigned to Financial Bid =  $100 * [F1/Fi]$

Where;

i) F1 = Lowest Financial Bid of all the bids opened

ii) Fi = Actual Financial Bid submitted by a bidder

Thus, if F1 Rs. 100 and F1 is Rs. 120, then F1 will receive 100 marks and F1 will receive  $100*[100/120]$  or 83 marks.

### **13 Ranking of Bidders**

For the purpose of ranking the bids, a weightage of 70:30 for the technical and financial proposal respectively will be given to determine the ranking of bidders. The composite score of a bidder shall be calculated as under:

Normalized Technical Score= $100*[Ti/Th]$

Where;

Ti = Actual Technical score obtained by a bidder i.e. total score of 70 (Seventy)

or more

Th= the highest technical scorer of all the bids opened.

Thus, if Th is 90 and T1 is 80, then Th will receive 100 marks and T2 will receive  $100*[80/90]$  or 88 marks.

**Composite Score = 0.7 x Normalized Technical Score + 0.3 x Normalized financial Score**

The Best Value Bid will be the one with the highest Composite Score. In the event if composite bid scores are tied, the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project, and the one with the next highest technical score the Second Best Value Bidder.

#### **14. Opening of Financial Bids**

The Tender Committee will open Financial Bids of only the short listed BIDDERS.

#### **15. ONLY TECHNICALLY accepted competitive bids will be considered for placing Purchase Order.**

- (i) After the opening of the Financial Bids, the offer of the BIDDERS will be tabulated with reference to the specifications and compared on FOB basis.
- (ii) The bid can be submitted in person or through post/courier (NU, Lumami will not be responsible for delayed / late quotations submitted / sent by Post / Courier etc. resulting in disqualification/ rejection of any bid) so as to reach NU, Lumami on or before the due date and time. Fax / E-mail tenders will not be considered unless it is asked for. The BIDDER's authorized representative can attend the bid opening.

**16.** No request for extension of due date will be considered under any circumstances.

**17.** No sub-contracting is allowed with regard to installation, commissioning, training, warranty maintenance and after sales service. This is the sole responsibility of the Principals/their authorized agents.

**18.** The Integrity Pact is applicable against this tender. Therefore, please attach the Integrity Pact document duly signed along with your tender.

**19.** NU, Lumami shall be entering into an Integrity Pact with the BIDDERS as per format enclosed vide Section - 8 of the tender document.

**Any bid not accompanied by Integrity Pact Pro-forma duly signed by the BIDDER shall be rejected straightway.**

**20.** The University Authority reserves the right to accept the offer in full or in parts or reject summarily or partly.

## **SECTION-2 : INSTRUCTIONS TO BIDDERS**

### **1. Delivery Period / Timeliness**

The deliveries & installation must be completed **within 6 weeks**, after placement of purchase order. The time is the essence of the contract. It is mandatory for the BIDDERS who respond to this bid to meet these expectations, as are tightly linked to NU, Lumami's plans of completing the project within the time frame.

### **2. Locations for the Supply / Services :**

The Network Core Switch requirements covered by this document are required to be supplied and installed at the **Campus Wide LAN** of Nagaland University, Hqrs. Lumami.

#### **Eligible BIDDERS**

1.1 This invitation for bids is open to all BIDDERS who are in the business of supply & maintenance services or BIDDERS who are in business of similar nature for at least five years.

1.2 For Branded items, only the authorized distributors / dealers / resellers are eligible to bid. In this case, the authorization certificate to this effect, issued by principals should be submitted along with the Technical Bids.

1.3 NU, Lumami reserves the right to award / reject the order to any particular BIDDER without assigning any reason thereof.

1.4 BIDDERS should not be under a declaration of ineligibility for corrupt and fraudulent practices.

1.5 BIDDERS should QUOTE strictly in accordance with the requirements. The BIDDERS conditions printed on the reverse of the tender/quote or otherwise sent along with the tender shall not be binding on NU, Lumami.

1.6 Based on the list of installations provided by the BIDDER, NU, Lumami will have its option to obtain details of the equipment, their performance, after sales services etc. for evaluation of the tender.

1.7 The tenders must be clearly written or typed without any cancellations/ corrections or overwriting.

1.8 The makes/brand and name and address of the manufacturer, Country of Origin, Country of Shipment and currency in which rates are quoted are to be mentioned.

1.9 Conditional Offers will not be considered.

1.10 NU, Lumami will not provide any accommodation/transportation for the engineers/representatives for attending installation, commissioning and demonstration work. It is the absolute responsibility of the Principal Supplier/Indian Agent to make their own arrangements.

1.11 The authorized person who signs the tender is required to indicate his email ID, mobile No. and also general e-mail ID for easy and faster communication.

### **3. PREPARATION OF BIDS**

#### **3.1 Earnest Money Deposit (EMD)**

3.1.1 The tender documents must be accompanied by Earnest Money Deposit (EMD) of **2% of the total cost of project** in the form of a Demand Draft/Bank guarantee **drawn** on any Scheduled/Nationalized Bank in favour of the Registrar, Nagaland University, Lumami. The EMD can be submitted by the BIDDER himself or by his Indian Agent

3.1.2 The BIDDER who submits the tender on behalf of their principals should produce documentary evidence in support of their authority to quote or submit Pro-forma invoice of their principals.

3.1.3 Bids submitted without EMD will stand rejected. EMD will not be accepted in the form of cash / cheque or any other form other than DD/Bank Guarantee. No interest is payable on EMD.

3.1.4 The Bank Guarantee is insisted due to steep fluctuations in foreign exchange hence the foreign DD's are not accepted towards EMD.

3.1.5 The EMD will be returned to the BIDDER(s)/Agents whose offer is not accepted by NU, Lumami within one month from the date of the placing of the final order(s) on the selected BIDDER(s). In case of the BIDDER(s) whose offer is accepted the EMD will be returned on submission of Bank Guarantee as Security Deposit (SD). However, if the return of EMD is delayed for any reason, no interest / penalty shall be payable to the BIDDERS.

4 **The successful BIDDER, on award of contract / order, must send the contract / order acceptance in writing, within 7 days of award of contract / order failing which the EMD will be forfeited.**

5 **Though EMD has to be submitted by Demand Draft, Banker's Cheque or Bank Guarantee (from a scheduled Bank only), we prefer to have Bank Guarantee for easy return to the BIDDERS once a decision is taken by NU, Lumami. (Specimen of Bank Guarantee is enclosed at Section - 7).**

**6. The EMD shall be forfeited:**

6.1.1 If the BIDDER withdraws the bid during the period of bid validity specified in the tender.

6.1.2 In case a successful BIDDER fails to furnish the Security Deposit.

**7. Amalgamation/Acquisition etc.:**

In the event the Manufacturer/Supplier proposes for amalgamation, acquisition or sale of its business to any firm during the contract period, the BUYER/Successor of the Principal Company are liable for execution of the contract and also fulfillment of contractual obligations i.e. supply, installation, commissioning, warranty, maintenance/replacement of spares accessories etc. while submitting your bid, you may confirm this condition.

**8. Period of validity of bids**

8.1 Bids shall be valid for a period of **30 days** from the date of opening the Technical Bid.

8.2 NU, Lumami may ask for the BIDDER's consent to extend the period of validity. Such request and the response shall be made in writing only.

The BIDDER is free not to accept such request without forfeiting the EMD.

A BIDDER agreeing to the request for extension will not be permitted to modify his bid.

8.3 Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

**9. SUBMISSION OF BIDS**

**9.1 Deadline for submission of Bids**

9.1.1 Bids must be received by NU, Lumami **before the time & date at address specified in the tender.** In the event of specified date for the submission of bids being declared as a holiday for NU, Lumami the bid closing deadline will

stand extended to the next working day. No communication is required in such cases, In the event of holiday on due date

- 9.1.2 NU, Lumami may, extend this deadline for submission of bids; this will suitably be notified on the Nagaland University website.

## **9.2 Late Bids**

NU, Lumami will not be responsible:

- 9.2.1 For delayed / late quotations submitted / sent by post / courier etc.
- 9.2.2 For submission / delivery of quotations at wrong places other than the Purchase section of NU, Lumami.
- 9.2.3 Fax / E-mail / Telegraphic / Telex tenders will not be considered.
- 9.2.4 Any bid inadvertently received by NU, Lumami after the deadline i.e. due date & time for submission of bids, will not be accepted and returned unopened to the BIDDER.

## **10. AWARD OF CONTRACT**

### **10.1 Award Criteria**

NU, Lumami shall award the contract to the eligible BIDDER whose bid has been evaluated on composite marks scored on the Technical Bid and Financial Bid submitted by the shortlisted vendors.

10.2 The contract shall be awarded to the Bidder who scores the highest Composite Score as per the **Ranking of the Bidders in Clause 13 of Section-1.**

10.3 The Best Value Bid will be the one with the highest Composite Score.

10.4 In the event if composite bid scores are tied, the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the contract, and the one with the next highest technical score the Second Best Value Bidder.

10.5 If more than one BIDDER happens to quote the same lowest price, NU, Lumami, reserves the right to award the contract to more than one BIDDER or any BIDDER.

## **11. Corrupt or Fraudulent Practices**

NU, Lumami requires that the BIDDERS who wish to bid for this project have highest standards of ethics.

11.1 NU, Lumami will reject a bid if it determines that the BIDDER recommended for award has engaged in corrupt or fraudulent practices while competing for this contract.

11.2 NU, Lumami may declare a vendor ineligible, either indefinitely or for a stated duration, to be awarded a contract if it at any time determines that the vendor has engaged in corrupt and fraudulent practices during the execution of contract

### **11.3 Interpretation of the clauses in the Tender Document / Contract Document**

In case of any ambiguity / dispute in the interpretation of any of the clauses in this Tender Document, the **Registrar** NU, Lumami's **interpretation of the clauses shall be final and binding on all parties.**

## SECTION - 3 : CONDITIONS OF CONTRACT

### 1. Price

- 1.1. The price quoted shall be considered firm and no price escalation will be permitted.
- 1.2. BIDDER may bid in Foreign Currencies on behalf of their Principals or in INR.
- 1.3. The quotation should be only in Indian Rupees for indigenous items. In case of foreign quote, the vendors may quote their rates in Indian Rupees as well as in Foreign Currency.
- 1.4. In case of foreign currency bids, the price criteria should be on F.O.B. basis.
- 1.5. Packing, forwarding, freight, insurance and commissioning charges, if any extra may be quoted separately in Financial Bid.
- 1.6. In case your quote is Ex-works/F.O.B basis estimated insurance coverage charges may please be indicated.
- 1.7. CIF, Kolkata value both by Airfreight and Ocean freight.
- 1.8. In case of Foreign Quote, the mode of dispatch should be by Air Post Parcel/Ocean Freight/Air Freight (By Air India Freight) and on Freight to-pay basis only. The approximate dimensions of the packages and weight of consignment are to be indicated.
- 1.9. In case of INR bids the price criteria should be on F.O.R., NU, Lumami. Govt. Levies like central excise duty, sales tax, octroi, etc., if any, shall be paid at actual rates applicable on the date of delivery. Rates should be quoted accordingly giving the basic price, Central Excise Duty, VAT/ Central Sales Tax etc., if any.
- 1.10. The actual Sales Tax Percentage (without Form "C") if any, should be specified.
- 1.11. Please provide TIN no. of the firm along with the CST No. allotted by the concerned authorities in your quotation.

### 2. Bank Charges

**All Bank charges inside India, including opening of LC, to NU, Lumami,**

**Account and outside India to Beneficiary's Account only. In case the BIDDER seeks confirmation of LC such confirmation charges are to the Beneficiary's account. This may please be noted and confirmed.**



### **3. Agency Commission & Services**

3.1. The Indian Agency commission payable in Indian currency only after the receipt of consignment in good condition at our Stores and satisfactory installation and commissioning of the ordered equipment.

3.2. In case of foreign quote, the Principal supplier should clearly indicate the address of the Indian Agent and percentage (%) of Agency Commission and taxes if any payable to him. Such amounts will be paid in Indian Currency to the Indian Agent.

3.3. Details of services rendered by you as well as after-sales services offered by you are to be made clear in the tender.

### **4. Delivery Schedule**

4.1. The BIDDERS may please note that the delivery of the system should be strictly within 6 weeks from the date of placement of firm order.

4.2. Goods should not be dispatched until the Vendor receives a firm order.

### **5. Performance Benchmarks**

The technical evaluation committee needs to be provided with an evaluation system to carry out performance benchmarks.

### **6. Pre-installation**

The BIDDER has to state in detail the Electrical Power/UPS requirements, floor Space, head room, foundation needed and also to state whether Air-conditioned environment is needed to house the system and to run the tests. i.e. pre-installation facilities required for installation may please be intimated in the Technical Bid. Subsequently, before the consignment lands in NU, Lumami the BIDDER shall confirm that the pre-installation requirements are sufficient for installation of the equipment. In other words the BIDDER should continuously monitor the pre-installation requirements and see that everything is ready before the consignment is taken to the site for installation.

### **7. Installation**

7.1. BIDDER shall be responsible for installation / demonstration wherever applicable and for after sales service during the warranty and thereafter.

7.2. Installation demonstration to be arranged by the supplier free of cost and the same is to be done within 30 days of the arrival of the equipment at site.

7.3. After successful installation what will be the minimum down time of equipment/instrument in case of breakdown. If the identified firm or person fails to put the system into working condition what is the further alternative course of action suggested by you to adhere to minimum down time.

## 8. Warranty / Support

8.1. The items covered by the schedule of requirement shall carry minimum **three years of comprehensive warranty** from the date of acceptance of the equipment by NU, Lumami. Warranty shall include free maintenance of the whole equipment supplied including free replacement of parts. The defects, if any, shall be attended to on immediate basis but in no case any defect should prolong for more than 72 hours. The comprehensive warranty includes onsite warranty with parts.

8.2. The defects, if any, during the guarantee/warranty period are to be rectified free of charge by arranging free replacement wherever necessary. This includes cost, insurance, freight, custom duty, octroi, local taxes if any should be borne by the beneficiary or his agent. A clear confirmation should be given for this item.

8.3. The warranty on the associated software should cover providing of upgraded version/s, if any, released during the warranty period free of cost.

8.4. The BIDDER shall assure the supply of spare parts after warranty is over for maintenance of the equipment supplied if and when required for a period of 5 years from the date of supply of equipment on payment on approved price list basis.

8.5. The equipment must be supported by a Service Centre manned by the principal vendor's technical support engineers. The support through this Centre must be available 24 hours in a day, seven days a week and 365 days a year. Also it should be possible to contact the Principal's vendor support Centre on a toll free number/web/mail.

8.6. An undertaking from the manufacturer is required in this regard stating that they would facilitate the BIDDER on regular basis with technology / product updates & extend support for the warranty as well.

8.7. The vendor will have to arrange for all the testing equipment & tools required for installation, testing & maintenance etc.

8.8. The principal vendor must have a local logistics support by maintaining a local spares depot in the country of deployment of the equipment. This is to ensure immediate delivery of spares parts from Principal Vendor of equipment to its channel partner/system integrator.

## 9. Annual Maintenance Contract

9.1. If there is any scope for Annual Maintenance Contract the BIDDERS should also quote for Annual Maintenance Contract after warranty for subsequent years.

9.2. No sub-contracting will be allowed for installation or maintaining system/equipment / instrument during or after warranty period.

## **10. Indemnity**

The vendor shall indemnify, protect and save NU, Lumami against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the equipments supplied by him.

## **11. Freight & Insurance**

11.1. Imports: In case of imports the freight & insurance will not be paid by NU, Lumami.

11.2. Indigenous : The equipments to be supplied will be insured by the vendor against all risks of loss or damage from the date of shipment till such time it is delivered at NU, Lumami site in case of Rupee transaction.

## **12. Payment**

90% payment shall be made against delivery, installation, commissioning and on acceptance as per Purchase Order at site and balance 10% shall be made after receipt of performance Bank Guarantee for 10% of the total order value, to be valid for One Year from date of installation and acceptance. If no Bank Guarantee is given, the balance 10% will be paid after assessing, after sales service during warranty period i.e. payment after warranty period.

## **13. Penalty/LD**

13.1. As time is the essence of the contract, Delivery period mentioned in the Purchase Order should be strictly adhered to. Otherwise NU, Lumami will forfeit EMD and also LD clause will be applicable /enforced.

13.2. If the supplier fails to Supply, Install and Commission the system as per specifications mentioned in the order within the due date, the Supplier is liable to pay liquidated damages of 1% of order value per every week of delay subject to a maximum of 10% beyond the due date. Such money will be deducted from any amount due or which may become due to the supplier.

13.3. NU, Lumami reserves the right to cancel the order in case the delay is more than 10 weeks. Penalties, if any, will be deducted from the Earnest Money Deposit.

#### **14. Jurisdiction**

The disputes, legal matters, court matters, if any, shall be subject to Mokokchung, Nagaland Jurisdiction only.

#### **15. Force Majeure**

NU, Lumami may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that the delay, in performance or other failure to perform its obligations under the Contract, is the result of a Force Majeure.

Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.) acts of states, the direct and indirect consequences of wars (declared or undeclared) hostilities, national emergencies, civil commotion and strikes at successful BIDDER's premises.

#### **16. Arbitration**

All disputes of any kind arising out of supply, commissioning, acceptance, warranty maintenance etc. shall be referred by either party (NU, Lumami or the BIDDER) after issuance of 30 days notice in writing to the other party clearly mentioning the nature of dispute to a single arbitrator acceptable to both the parties. The venue for arbitration shall be NU, Lumami India. The jurisdiction of the courts shall be Mokokchung, Nagaland, India.

The interested vendors who fulfill above conditions may submit their minimum quotes to the undersigned in a sealed cover by Speed post/ Registered Post or Courier or drop down in the tender box so as to reach this office **on or before** .....

**REGISTRAR**

NU, Lumami

## SECTION 4: SCOPE OF WORK

The Scope of Work involves:

1. Delivery, installation and configuration of network hardware complying with the technical specifications given in SECTION 5, along with accessories and necessary documentation at respective locations.
2. Configuration of VLANs on the switch.
3. Integration of the switch with existing WAN and LAN at the location.
4. Warranty and Support
5. Supply and installation of Major and maintenance releases of software and firmware upgrades.
6. Call to be attended within 24 hours from the time it is lodged.
7. In case of failure of hardware to be replaced or substitute of equal or higher capacity to be provided within 48-72hours from the time call is lodged and hardware failure identified by the System Engineer.
8. Warranty and support to be comprehensive and on-site.
9. AMC and Support:
  - 3 years 24X7X4 comprehensive on-site AMC and support from vendor.
  - Supply and installation of firmware and software upgrades free of cost as and when released by OEM.
  - Call to be attended within 24 hours from the time it is lodged.
  - In case of failure of hardware to be replaced or substitute of equal or higher capacity to be provided within 48-72 hours from the time call is lodged.
  - Periodic preventive maintenance of switches, once in half year.
10. Any corruption in the Software or media shall be rectified during the full period of the contract including Warranty and AMC, if contracted, at no extra cost to the Institute.
11. The vendor to note that, the Institute reserves the right to modify/update the parameter files/configuration with required awareness of its consequences and any such modification/updation/upgradation will be recorded for information of the selected bidder.

12. The System spare parts/services, as and when required, and complete maintenance of the Systems during warranty period and AMC (if contracted), shall be supported for a period not less than 3 years (Warranty, AMC and additional AMC of one more year) from the date of acceptance. The bidder shall submit an undertaking letter to this effect along with the bid; otherwise, the bid is liable for rejection.
13. Submission of relevant documents / reports, at respective locations.
14. Submission of Installation-cum-Acceptance Certificate as per format.

**SECTION-5: SCHEDULE OF REQUIREMENTS,  
SPECIFICATIONS & ALLIED TECHNICAL DETAILS**

1. Vendors should visit the actual site i.e. NU Campus for installation of the Network Switches in the Campus Wide LAN for quoting of the Network Switches.
2. All Switches must meet the requirements of locations specified in the Campus Wide LAN. The quoted switch should be compatible with the existing access switches currently being used in Nagaland University, Lumami and with any future purchase of access switches for the duration of the contract period(AMC) specified in this document.
3. All the offered switches and transceivers should be from the same OEM.
4. The Bidder should attach Manufacturer's Authorization/OEM Authorization mentioning the Tender Enquiry number and the Authorization should be addressed to the **Registrar, NU, Lumami**.

**5. Specifications of Switch:**

Refer Annexure-A (Core Switch)

## SECTION-6: PRICE SCHEDULE

### Bill of Material and Price Schedule

The Bill of materials must be included in the Technical offer as well as Financial offer.

**However the Technical offer should not contain any price information.**

**ALL THE BIDDERS SHOULD QUOTE THEIR OFFER IN THE FOLLOWING  
FORMAT FOR UNIFORMITY**

<b>Sr.No</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Rate</b>	<b>Total Amount in Rs.</b>
<b>Total</b>				
(+ Taxes etc.				
<b>Grand Total</b>				
<b>Total Amount in Words</b>				

**Discount if any, should be shown accordingly**

<b>Sr.No</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Rate</b>	<b>Total Amount in Rs.</b>
<b>Total</b>				
<b>Total Amount in Words</b>				



**SECTION- 7 : BID SECURITY FORM**

Whereas \_\_\_\_\_<sup>1</sup> (hereinafter called “the BIDDER”) has submitted its bid dated \_\_\_\_\_ (date of submission of bid) for the supply of \_\_\_\_\_ (name and/or description of the goods)(hereinafter called “the Bid”). KNOW ALL PEOPLE by these presents that WE \_\_\_\_\_ (name of bank) of \_\_\_\_\_ (name of the country), having our registered office at \_\_\_\_\_ (address of bank)(hereinafter called “the Bank”), are bound unto \_\_\_\_\_ (name of Purchaser) (hereinafter called

“the Purchaser”) in the sum of \_\_\_\_\_ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_. THE CONDITIONS of this obligation are:

1. If the BIDDER withdraws its bid during the period of bid validity specified by the BIDDER on the Bid Form; or 2. If the BIDDER, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:

a) Fails or refuses to execute the Contract Form if required; or b) Fails or refuses to furnish the performance security, in accordance with the Instruction to BIDDERS.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee shall remain in force up to one year after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

\_\_\_\_\_  
(Signature of the Bank)

\_\_\_\_\_  
NAME OF BIDDER

## SECTION – 8 : PRE CONTRACT INTEGRITY PACT

**The specimen of the Pre-Contract Integrity Pact which is part of tender documents is as follows:-**

### INTEGRITY PACT

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of the month \_\_\_\_\_ 2016 between **NU, Lumami (Zunheboto-798627, Nagaland)**, (herein after referred to as BUYER), which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_ Chief Executive Officer (hereinafter called the “ BIDDER / Seller” , which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

Whereas the BUYER proposes to procure Network Switches for installation in the Campus Wide LAN and the BIDDER / Seller is willing to offer / has offered the stores and

Whereas the BIDDER is a private company/public company/partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Centrally Funded Institute of the Government of India under Ministry of Human Resources performing functions on behalf of the President of India.

Now, therefore,

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

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption in any form by its officials by following transparent procedures.

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

### **Commitments of the BUYER**

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

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

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

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

### **Commitments of BIDDER**

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

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, Consideration, gift, reward, favour, any material or immaterial benefit nor other

advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

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

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

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

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

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

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

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

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship,

regarding plans, technical proposals and business details; including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

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

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of BIDDER or any person acting on behalf of BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest / stake in the BIDDERS firm, the same shall be disclosed by the BIDDER at the time of filling of tender. The term „relative“ for this purpose would be as defined in Section 6 of the Companies Act 1956.

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

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

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

#### **5. Earnest Money Deposit**

5.1 While submitting Financial Bid, the BIDDER shall deposit an amount Rs.**2,00,000.00** as Earnest Money Deposit with the BUYER through any of the following instruments:

- i. Bank Draft or a Pay Order in favour of the BUYER payable at location of/specified by the BUYER.
- ii. A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER, on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for payment.

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

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

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

## **6. Sanctions for Violation**

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

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However the proceedings with the other BIDDER(s) would continue.
  
- (ii) The Earnest Money (in pre – contract stage) and /or/ Security deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
  
- (iii) To immediately cancel the contract, if already signed without giving any compensation to the BIDDER.
  
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due by the BUYER to the BIDDER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest,

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding process of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this pact by the BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take or any of the actions mentioned at para 6.1 (i) to

(x) of the Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitors appointed for the purpose of the Pact.

## **7. Fall Clause**

7.1 The Bidder undertakes that he has not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid in respect of any other Defence/ Public Sector Undertakings/Public sector undertakings/Ministry of Defence and if it is found at any stage that the similar system or sub-system was supplied by the BIDDER to any other Defence Public Sector Undertakings/Public Sector Undertaking/Ministry of Defence at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the

cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## **8. Facilitation of Investigation**

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

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

This Pact is subject to Indian Law. The place of performance and Jurisdiction is Mokokchung, Nagaland.

## **10. Other Legal Actions**

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

## **11. Validity**

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or till the complete execution of the contract to the satisfaction of both the BIDDER and the BUYER, whichever is later.

12.2 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



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

**BUYER**

**BIDDER**

**Name of the Officer**

**Designation**

**NU, Lumami**

**Witness**

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

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

**Witness**

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

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

**SECTION – 9 : Checklist: Eligibility Criteria for BIDDERS**

BIDDERS to indicate whether the following are enclosed by striking out the non-relevant option.

<b>S.No</b>	<b>Particulars</b>	<b>Documents Attached</b>	<b>Page No</b>
1	Two separate bids duly filled in and signed in sealed envelopes (i) Technical (ii) Financial	( Yes / No )	
2	The Demand Draft/BG for Rs. _____/- towards Earnest Money Deposit	( Yes / No )	
3	Undertaking that the successful BIDDER agrees to give a 10 % security deposit and Performance Bank Guarantee.	( Yes / No )	
4	<b>Whether Pre-Contract Integrity Pact enclosed</b>	( Yes / No )	
5	Authorization letter from Principals enclosed	( Yes / No )	
6	Self-Attested copy of Sales Tax Registration certificate (CST/VAT etc.) as applicable	( Yes / No )	
7	Agreements / Purchase orders / Completion certificates, if any, from the clients for whom similar supply has been made by the BIDDER in last three years	( Yes / No )	
8	Solvency certificate (not older than twelve months) issued by scheduled/nationalized bank with which BIDDER holds the current account	( Yes / No )	

9	Copy of PAN No. allotted by the concerned authorities	( Yes / No )	
10	A copy of the Un-priced Commercial bid	( Yes / No )	
11	List of deliverables as per Chapter- 4	( Yes / No )	
12	Copy of ISO 9001 or equivalent Certificate	( Yes / No )	
14	Compliance sheet with any deviation w.r.t. the terms	( Yes / No )	
15	Bank charges agreed for outside India	( Yes / No )	
16	LD clause agreeable.	( Yes / No )	
17	Amalgamation/Acquisition: Successor agreeable to fulfill the contractual obligations.	( Yes / No )	
18	Acceptance of warranty period and Free replacements during warranty period	( Yes / No )	

### **IMPORTANT NOTICE**

BIDDERS RESPONDING TO THIS ENQUIRY SHALL BE DEEMED TO BE AGREEABLE TO THE TERMS AND CONDITIONS HEREIN CONTAINED. THESE TERMS AND CONDITIONS SHALL BE BINDING ON THE SUCCESSFUL TENDERER. CONDITIONAL TENDERS ARE LIABLE TO BE REJECTED. NU, LUMAMI WILL PROCESS THE TENDER AS PER UNIVERSITY STANDARD PROCEDURES. THE UNIVERSITY AUTHORITY RESERVES THE RIGHT TO REJECT ANY OR ALL OR PART OF TENDER WITHOUT ASSIGNING ANY REASON AND SHALL ALSO NOT BE BOUND TO ACCEPT THE LOWEST TENDER. NAGALAND UNIVERSITY WILL NOT BE UNDER ANY OBLIGATION TO GIVE ANY CLARIFICATIONS TO THE AGENCIES/FIRMS WHOSE BIDS ARE REJECTED.

I agree to all terms and conditions mentioned in the tender document of the Institute

**Signature of the Bidder** : \_\_\_\_\_

**Name and Designation** : \_\_\_\_\_

**Business Address** : \_\_\_\_\_

\_\_\_\_\_

**Place** : Seal of the Bidder's Firm

**Date** :