

**Dr B R AMBEDKAR NATIONAL INSTITUTE OF TECHNOLOGY****G T Road By Pass, Jalandhar-144011, Punjab (India)**EPABX-0181-2690301 & 453 website: www.nitj.ac.in email: registrar@nitj.ac.in**Ref. No. NITJ/PUR/CC/203/17/e-Tender No.03/2018****Date:**

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Supdt.(P)**Dr. B. R Ambedkar NIT Jalandhar****Email: purchase1@nitj.ac.in**



Dr B R AMBEDKAR NATIONAL INSTITUTE OF TECHNOLOGY

G T Road By Pass, Jalandhar-144011, Punjab (India)

EPABX-0181-2690301 & 453 website: www.nitj.ac.in email: registrar@nitj.ac.in

e-TENDER NOTICE - NITJ/PUR/CC/203/17/e-Tender No. 03/2018

Last Date for Submission of Online bids : 07.05.2018 upto 05:00 PM
Date of Opening of Online Technical bids : 08.05.2018 at 11:00 AM

e-Tenders are invited in two bids system for Supply, Installation, Testing & Integration of Core Switch with components required for Up-gradation of Present Networking of the Institute from manufacturers, authorized distributors/dealers/suppliers. The detailed tender document, terms & conditions and specifications can be downloaded/ seen at website of Institute www.nitj.ac.in or www.tenderwizard.com/NITJ

Only e-tenders will be accepted for more details/clarifications the Bidders may contact Mr. Vijay Kumar on behalf of M/s ITI Limited on mobile No. 8146699878 or e-mail: vijay@etenderwizard.com and may also contact on Chandigarh Help-lines: 0172-3934667, 9257209340, 8054628821, Delhi Helpline - 011-49424365.

Registrar



THIS DOCUMENT IS FOR REFERENCE ONLY. ONLY E-TENDERS WILL BE ACCEPTED

e-TENDER NOTICE - NITJ/PUR/203/17/e-Tender No.03/2018

National Institute of Technology, Jalandhar invites tender for Supply, Installation, Testing & Integration of Core Switch with Components as per detail list available at Annexure – “A” along with Tender Fee, EMD & Processing Fees for the Switch required for Up-gradation of Present Networking of the Institute as per details given below:

I	Downloading of e-tender document	Start Date : 12.04.2018 at 03:00 PM End Date : 07.05.2018 upto 05:00 PM
II	Date of submission of e-tender	End Date : 07.05.2018 upto 05:00 PM
III	Physical submission of Tender Fee and EMD	End Date : 07.05.2018 upto 05:00 PM
IV	Opening of Technical e-Bid (online)	08.05.2018 on 11:00 AM

Detailed Terms and Conditions are available in e-tender document. The bid document can be downloaded from the website of www.tenderwizard.com/NITJ.

Complete tender document is available for reference purposes on Institute website www.nitj.ac.in. **Only** e-tenders will be accepted. Bidders may contact Mr. Vijay Kumar on behalf of M/s ITI Limited on mobile No. 8146699878 or e-mail: vijay@etenderwizard.com and may also contact on Chandigarh Help-lines: 0172-3934667, 9257209340, 8054628821, Delhi Helpline – 011-49424365.



Ref. No. NITJ/PUR/CC/203/17/e-Tender No.03/2018

Date:

Detail of Switch with Components, Tender Fee & EMDs is as under:

Sr. No.	Item	Qty.	Tender Fee	EMD	Tender Processing Fee (Including GST)
1.	Supply, Installation, Testing & Integration of Core Switch with Components	01	Rs.500/-	Rs.1,00,000/-	Rs.5,900/-

Note: The quantity of required switch with components may vary as per requirement.



Important Note

1. All corrigenda, addenda, amendments and clarifications regarding this tender specifications or other clarifications will be hosted in the website www.nitj.ac.in and not in the newspaper; Bidders shall keep themselves updated with all such developments.
2. In case the last date of receipt/opening of bids falls on holiday, the bids shall be receipt/opened on the following working day at same time.
3. In case the last date of Submission of EMD & Tender fee falls on holiday, the EMD & Tender fee shall be submit on the following working day at same time.
4. Tenderer who have downloaded the tender document form from the institute website shall submit a declaration along with tender document that I/We have downloaded the Tender Form from the institute website www.nitj.ac.in and I/we have not tempered /modified the tender form in any manner. In case, if the same is found to be tempered/modified in any manner, I/we understand that my/our tender will be summarily rejected and I/we are liable to be banned from doing business with institute.
4. **Tender fee of Rs.500/- (Non- refundable) in the form of DD favoring Director, D R B R Ambedkar NIT, Jalandhar**
5. **EMD (refundable) in the form of DD favoring Security- A/c, DR B R Ambedkar NIT, Jalandhar.**
6. **Both EMD and Tender fee be submitted as per dates mentioned in schedule, failing which e-bids will not considered. The Processing fees for each category will paid through online mode only to M/s ITI Limited, New Delhi.**
- ❖ **All the bidders are required to submit the Tender Fee and EMD as per requirement of tender document failing which bids received straightway rejected and bid will be treated invalid.**
- ❖ **Note: If the bidder inadvertently or otherwise upload the quoted rates in the technical bid, the bid will be straightway rejected and treated invalid.**
- ❖ **Tenderer must submitted (enclosed) a scanned copy duly signed and Stamped regarding terms & conditions as per our tender documents along-with make/model, specifications, bill of quantity as per required Core Switch with components in the technical bid for examine the bid as per our institute tender documents. It is noted that no rate should be depicted in the letter head.**



Instructions to Tenderer

1. No tender will be accepted in physical form. The bidders shall have to submit their Bids online in Electronic Format under Digital Signatures. For participation in the e-tendering process, the bidders need to register themselves on www.tenderwizard.com/NITJ. The registration and other charges are available on their website. On registration, they will be provided with a user ID and a system generated password enabling them to submit their Bids online using Digital System Certificates (DSC).
2. Tenders without Digital Signatures will not be accepted by the electronic tendering system.
3. Bids will be opened online as per time given schedule failing which no tender will be submitted.
4. **Before submission of online bids, bidders must ensure that scanned copies of all the necessary/relevant documents have been uploaded with the bid which should be duly signed and stamped. The duly signed and stamped copies of the relevant documents required as per Terms & Conditions of the tender, reply of the Questionnaire of Plant & Machinery and other required document of the Tender & Annexure must be uploaded, failing which their bids may be rejected and will not be considered.**
5. **The scan copy of the terms & condition of this tender document duly signed and stamped must be uploaded, failing which their bid may be rejected and will not be considered.**
6. NIT JALANDHAR, will not be responsible for any delay in online submission of bids due to any reason whatsoever.
7. **Bidders should also send the scanned copies of Tender fees and EMD as specified in the tender documents with online technical documents. EMD in the form of a Demand Draft in favour of the Security – A/c, Dr B R Ambedkar NIT, payable at Jalandhar (refundable) and Tender Fee in the form of a Demand Draft in favour of the Director, Dr B R Ambedkar NIT, payable at Jalandhar (Non- refundable) should be submitted to the following address before opening of the Technical Bid as per given in the schedule time for physical submission of EMD and Tender fee. Envelope should have full address and phone number of the tenderer.**

Kind Attention- Purchase Section

Submission of EMD and Tender Fee

Due Date _____ and Time _____

Name of the Switch _____ e-Tender No: _____

Director,

Dr B R Ambedkar National Institute of Technology,

G T Road Amritsar By Pass, Jalandhar-144011, Punjab (India).

8. The details of EMD specified in the tender document should be same as submitted online (scanned copies). Otherwise tender will be rejected summarily.

Read and Accepted.

(Signature & Stamp of Tenderer)



9. The conditional bids shall not be considered and will be out rightly rejected.
10. The Financial Bid through e-tendering of only those bidders shall be opened who will qualify in the technical bid and are approved by the Purchase Committee/Technical Experts. The date, time & place of opening of the financial bid(s) will be intimated in due course of time.
11. Telex, Fax, e-mail and other incomplete offers are liable to be summarily ignored.
12. At any time prior to the deadline for submission of bid, the institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer(s), modify the tender document by amendment.
13. The amendment will be published on Institute website only. In order to afford prospective tenderer(s) reasonable time in which to take the amendment into account in preparing their bid, the institute may, at its discretion extend the deadline for the submission of tender.
14. **The supplier must support the quoted specification/items with the help of original printed manuals / drawings (if any) required of the Switch and the tenderer should highlight original brochure.**
15. The Institute is not liable to pay any interest on EMD. Earnest money deposit shall be forfeited, if the tenderer, withdraws its bid during the period of tender validity. The Earnest money deposit of the tenderer, whose tender has been accepted, will be returned on the submission of **performance security @5% of the total value of the offer. The performance security will be kept till the warranty period of the Switch. The warranty period will start from the date of satisfactory installation, Testing & Integration of the Switch duly given by the concerned department.** Earnest money deposit of the successful tenderer shall be forfeited, if it refuses or neglects to execute the supply of material as per terms & conditions of tender or fails to furnish the required performance security within the time frame as specified by the institute. The EMD(s) of other Bidder(s) whom offer will not found according to required specification/ lowest will be released after finalization of Technical Bids/ Lowest Bid/Purchase.
16. The Format of Performance Bank Guarantee bond or Performance Bank Guarantee issued by the bank as per the format given in **Annexure “B” & “C”.**
17. Delivery time is the essence of the contract and must be met with.
18. Specifications can be changed depending upon suitability after discussion. Nearest specifications/better specifications can be considered. In case of deviation complete justification should be furnished with proper documents.
19. **Read and Accepted.**

(Signature & Stamp of Tenderer)



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20. The Director may accept a tender in part or whole of the quantity offered, reject any tender without assigning any reasons and may not accept the lowest or any doubt dispute or whatever may be the decision of the Director shall be final in this regard.
21. The offer shall be kept valid for 120 days.
22. All offers other than those from the Principal/OEM should be supported by an authority letter from the manufacturer authorizing the dealer /supplier to tender on their behalf as per **Annexure-D**, failing which bid will be treated invalid. In case of manufacturer a certificate or a copy thereof to the effect that the bidder is a manufacturer of the Switch must be accompanied with the technical bid.
23. The supplier will be responsible till the entire stores contracted for, arrive in good condition at destination.
24. The tenderer should not have been debarred and/ or blacklisted by any Central Government/ or any State Government Department(s) supported by the affidavit as per format given in **Annexure-“E”**.
25. If any information furnished by the bidder is, at any stage found to be incorrect, false or fabricated, the purchaser shall have the absolute right to forfeit EMD and security deposits, in addition to cancellation of contract, forfeiting the warranty/performance guarantees and other action in accordance with law, such as black-listing, risk & cost etc.

Read and Accepted.

(Signature & Stamp of Tenderer)



TENDER EVALUATION

Institute will evaluate all the proposals to determine whether these are complete in all respects as specified in the tender document. Evaluation of the proposals shall be done in two stages as:

(a) Stage – I (Technical Evaluation):

(i) Institute shall evaluate the technical bid(s) to determine whether these are qualify the essential eligibility criteria (if any mentioned), whether the tenderer has submitted the EMD & Tender fee, whether any computational errors have been made, whether all the documents have been properly filled, whether all the documents as mentioned or required to submitted with technical bid are submitted and whether bids are completed and generally in order. Whether, the specifications, Make/Model, Catalogue of quoted Switch as per requirement tender specifications, Authorization of Dealer / Distributor/ Exclusive Agent certificate from manufacturer in order etc. Detail sales & service policy of Switch during warranty period and after warranty period, location of their authorized service centre etc.

After evaluation of technical bid(s), a list of the qualifying tenderer (s) shall be made, short-listed tenderer(s) shall be informed of the date, time and place of opening of financial bid(s) and they may attend or depute their authorized representative/s to attend the opening of financial bid(s) on the scheduled date and time, if they wish to do so. The representative(s) should have a letter of authority to attend the price bid(s) opening event.

Read and Accepted

(Signature & Stamp of Tenderer)



PART – II (e-FINANCIAL BID):

- a) **e- Financial bid** should be offered the rates in Indian Rupees as per the format of tender at **Annexure “F” (online only)**. **Detail bill of material/quantity is also to be provided alongwith the price breakup of each item as per requirement of the tendered specification of the switch with components in the online price bid given at www.tenderwizard.com/NITJ (Annexure “F”) where separate sheet with adequate space has been provided.**



Note: The quoted amount as filled in the Annexure of online financial bid and detail bill of material/quantity provided alongwith the price break up of each item as per requirement of tender specifications on separate sheet in the online financial bid should be filled carefully. The total amount quoted/depicted on both sheets (online should bid and detail bill of material/quantity provided along-with the price break up of each item) should be tallied, otherwise bid will be treated invalid.

- b) GST or any other taxes and Education Cess will be paid extra as applicable. However present chargeable taxes must be mentioned in the offer.

ARBITRATION:

In case of any dispute or difference arising out of or in connection with the tender conditions / job order and Contract, the Institute and the Seller/ Service Provider will address the dispute / difference for a mutual resolution and failing which, the matter shall be referred for arbitration to a sole Arbitrator to be appointed by the Institute.

The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Jalandhar only. The decision of the Arbitrator shall be final and binding on both the parties.

JURISDICTION:

The courts at Jalandhar alone will have the jurisdiction to trial any matter, dispute or reference between parties arising out of this tender / contract. It is specifically agreed that no court outside and other than Jalandhar Court shall have jurisdiction in the matter.

Read and Accepted.

(Signature & Stamp of Tenderer)



(TERMS AND CONDITIONS (FOR THE SUPPLY OF GOODS/SWITCH))

1. Rate should be quoted F.O.R NIT Jalandhar.
2. **Price list for spare parts/consumables parts (If any) required** after warranty or otherwise may be provided on the separate sheet in the online financial bid as per **Annexure 'F'** where adequate space is given for purpose (It is only for information purpose and is not part of the price bid).
3. Where the Switch is composed of several sub units/components, the rate should be quoted for each subunit/component separately. NIT Jalandhar reserves the right to increase or decrease the number of sub units/components and number of Switch according to its requirements.
4. GST or any other chargeable duty where applicable must be specifically mentioned, failing which no tax or duty will be allowed at subsequent stage.
5. a) All items shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures amount quoted in words shall prevail.

b) While quoting the rates bidder should carefully checked to grand total of their item quoted, if any discrepancy found the actual rates as quoted in their financial bid will be calculated by office & accordingly rate will be corrected.
6. a) 90% payment will be allowed against physical delivery, inspection, installation and integration of the Switch with components in the institute. Balance 10% payment will be released within 20 days from the satisfactory working report of the Switch and receipt of Performance Bank Guarantee.

b) The payment of the additional 2 years comprehensive on-site warranty will be released after expiry of the warranty period of the switch with components.
7. **Warranty:** Rates should be quoted with 3 years comprehensive on-site warranty of the switch. Bidders also quote rates for additional 2 years comprehensive on-site warranty separately. Beside this, policy regarding sale service of the Switch with components during warranty period may be explained. The bidders should attach duly signed and stamped certificate of **warranty** as per **Annexure-G** with the technical bid.
8. **Training:** The supplier has to impart onsite training to the Institute's technical staff at the time of Installation and commissioning of Switch with components and training for 2-3 technical persons in their CISCO OEM centre anywhere in India.

Read and Accepted.

(Signature & Stamp of Tenderer)



9. Delivery: Delivery as will be mentioned in the supply order. The time and date of delivery or dispatch stipulated in a supply order shall be deemed to be the essence of the supply order and if the supplier fail to deliver or dispatch any consignment within the period prescribed for such delivery stipulated in the supply order the delayed consignment will be subject to penalty as laid down in the supply order which will be recovered from the pending payments.

1. No recovery of penalty will be made if the delayed supplies are acceptable by extending the delivery period by the Director.
2. Director will allow extension on the request of the supplier by recording in writing that in exceptional circumstances the supply was beyond the control of the supplier and there was no loss to the institute.
3. Penalty on account of delay, Director NIT, Jalandhar reserves the right to impose 0.5% (Half) per cent penalty per week on account of delay in supply, if delivery received after expiry of the original delivery period. The total penalty should not exceed 10% of the value of the delayed goods.

10. Site Preparation: The supplier shall inform NIT Jalandhar about the site preparation, if any, required for the installation, immediately after receipt of the supply order. Supplier must provide complete details regarding space and all infrastructural requirements needed for the Switch which NIT Jalandhar should arrange before the arrival of Switch to ensure its early installation and smooth operation thereafter. The supplier may offer his advice and render assistance to NIT Jalandhar in the preparation of the site and other pre installation requirements.

16. The total scope of work includes the supply, installation, satisfactory commissioning, testing & integration of the Switch with components by the supplier, training (if any) at NIT Jalandhar, method development and validation for parameters as mentioned in specifications at **Annexure-A**. The supplier will complete installation & Testing/Commissioning, testing & integration of Switch with components within two to three weeks from the date of receipt of Switch of NITJ alongwith penalty will be imposed on account of delay.

17. Detail about the service center for the quoted Switch in India may be mentioned.

18. The institute will be placed the order to the lowest quotee amongst the bids (whom bids found as per Technical specifications and terms & conditions of tender documents) received against tender documents.

Read and Accepted.

(Signature & Stamp of Tenderer)



Acceptance

We_____ read and accept the instructions to the tenderer, terms & conditions and other documents as mentioned in the tender and shall comply with them strictly.

Name of Bidder _____

Signature

Address _____

Seal of firm:

Date:



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2.

PROFORMA FOR PERFORMANCE STATEMENT (For the Period of last 3 years)

e-Tender Notice - NITJ/PUR/CC/203/17/e-Tender No.03/2018						
Sr. No.	Order (full placed address of purchaser)	Order No. & dated	Description and Qty. of Stores ordered	Value of Order	Date of Completion of delivery	Has the Switch been satisfactory commissioned

Signature and seal of Manufacturer/Tenderer



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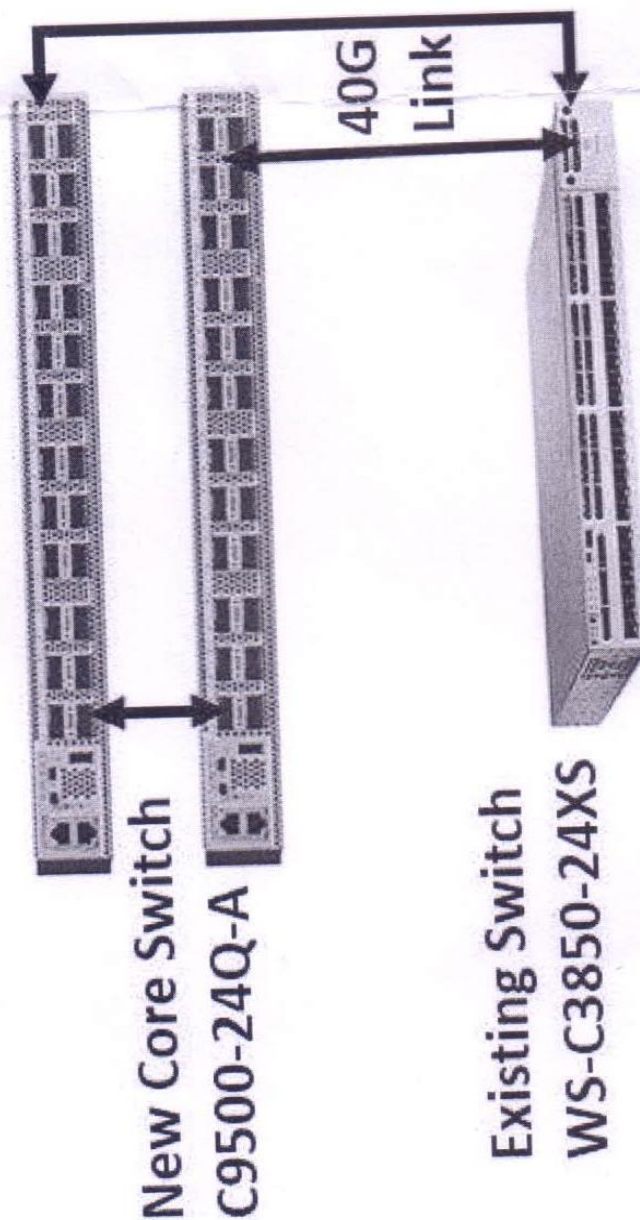
Annexure-A

Sr.No.	Item/Description	Part code	Qty
1.	Catalyst 9500 24-port 40 Gig Switch	C9500-24Q-A	02
2.	Converto for using 10G SFP in 40G port.	CVR-QSFP-SFP10G=	40
3.	10G DAC for connecting WLC or other 10G enabled device in same rack.	SFP-10G-AOC5M=	10
4.	3850 Module for existing WS-C3850 switch	C3850-NM-2-40G=	01
5.	40G Passive Cable for connecting existing WS-C3850 to new core switch	QSFP-H40G-CU5M=	04

Line Number	Part Number	Description	Service Duration (Months)	Lead Time (Days)	Qty
1.0	C9500-24Q-A	Catalyst 9500 24-port 40G switch, Network Advantage	---	18	2
1.0.1	CON-SSSNT-C9500Q24	SOLN SUPP 8X5XNBD Catalyst 9500 24-port 40G switch, Network	36	N/A	2
1.1	C1A1TCAT95001	Cisco ONE Advantage High Term, C9500	---	14	2
1.1.0.1	C1A1TCAT95001-3Y	C1 Advantage High Term C9500 3Y - DNA, 25 ISE PLS, 25 SWATCH	36	N/A	2
1.2	C1-C9500-24-DNAA-T	Cisco ONE C9500 DNA Advantage 24-Port Term licenses	---	14	2
1.2.0.1	C1-C9500-TRK-3Y	Cisco ONE Subscription SKU 3Y	36	N/A	2
1.3	C1-SWATCH-T	Cisco ONE StealthWatch License Term - 1 Flow License	---	21	50
1.3.0.1	C1-SWATCH-TRK-3Y	Cisco ONE Subscription SWATCH SKU 3Y	36	N/A	50
1.4	C1-ISE-BASE-T	Cisco ONE ISE BASE License Term	---	14	50
1.4.0.1	C1-ISE-BASE-TRK-3Y	Cisco ONE Subscription ISE BASE 3Y	36	N/A	50
1.5	C1-ISE-PLS-T	Cisco ONE ISE PLUS License Term	---	14	50
1.5.0.1	C1-ISE-PLS-TRK-3Y	Cisco ONE Subscription SKU ISE Plus 3Y	36	N/A	50
1.6	S9500UK9-166	CAT9500 Universal image	---	14	2
1.7	C9500-NW-A	C9500 Network Stack, Advantage	---	14	2
1.8	PWR-C4-950WAC-R	950W AC Config 4 Power Supply front to back cooling	---	35	2
1.9	PWR-C4-950WAC-R/2	950W AC Config 4 Power Supply front to back cooling	---	35	2
1.1	CAB-TA-IN	India AC Type A Power Cable	---	21	4
1.11	QSFP-H40G-CU5M	40GBASE-CR4 Passive Copper Cable, 5m	---	14	2
2.0	CVR-QSFP-SFP10G=	QSFP to SFP10G adapter	---	42	40
3.0	C3850-NM-2-40G=	Cisco Catalyst 3850 2 x 40GE Network Module	---	14	1
4.0	QSFP-H40G-CU5M=	40GBASE-CR4 Passive Copper Cable, 5m	---	14	4
5.0	SFP-10G-AOC5M=	10GBASE Active Optical SFP+ Cable, 5M	---	14	10



Layout Diagram of New Core Switch to Existing Network





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Annexure: 'B'

FORMAT FOR PERFORMANCE BOND/GUARANTEE

(Undertaking from the supplier on a Non Judicial Stamp Paper of requisite duly attested by Notary)
In consideration for "The Registrar, National Institute of Technology Jalandhar (*hereinafter called NIT Jalandhar*) having agreed to release the payment of net value as per terms and conditions of a concluded Order No. _____ dated _____ (*hereinafter called 'the order'*) for supply of _____ (*here in after called 'the Switch'*) to us Messrs _____ (*hereinafter called 'the supplier'*) on submission of a Performance Bond to the satisfaction of NIT Jalandhar for the due performance of the said order.

We, Messrs _____ hereby submit the FDR/TDR No. _____ issued by _____ (Name of Bank) for _____ pledged in favour of Registrar, NIT Jalandhar as performance guarantee amount and hereby irrevocably, unconditionally and absolutely undertake against any loss or damage caused or suffered by NIT Jalandhar by reason of any failure of the supplier to perform or omission or negligence to perform any part of its obligations to the satisfaction of NIT Jalandhar in terms of the order.

We, the supplier, do hereby authorize Registrar, NIT Jalandhar to forfeit this Performance Guarantee amount / undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the NIT Jalandhar stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the NIT Jalandhar by reason of any breach by us of any of the terms and conditions contained in the said order or by reason of our failure or omission or negligence to perform the said order or any part thereof. We, the Supplier, undertake to pay to NIT Jalandhar any amount so demanded by NIT Jalandhar, notwithstanding:

- a) Any dispute or difference between NIT Jalandhar and supplier or any other person or between the supplier or any person or any suit or proceeding pending before any court or tribunal or arbitrator relating thereto; or
- b) The invalidity, irregularity or unenforceability of the order; or
- c) Any other circumstances which might otherwise constitute discharge of this guarantee, including any act of omission or commission on the part of NIT Jalandhar to enforce the obligations by the supplier or any other person for any reason whatsoever.

We, the Supplier, further agree that the performance Bond/ Guarantee herein contained shall be continued one and remain in full force and effect during the period that would be taken for the performance of the said order and that it shall continue to be enforceable till all the dues of the NIT Jalandhar under or by virtue of the said order have been fully paid and its claims satisfied or discharged or till the office of the Registrar, NIT Jalandhar certifies that terms and conditions of the said order have been fully and promptly carried out by us and accordingly discharges this Performance Bond/ Guarantee.

We, the Supplier, further agree with NIT Jalandhar, that NIT Jalandhar shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said order or to extend time of performance by the said supplier from time to time or to postpone for any time or from time to time and of the powers exercisable by the NIT Jalandhar against the said supplier and forbear or enforce any of the terms and conditions relating to the order and we shall not be relieved from our liability by reason of any such variation or extension being granted to us or for any forbearance, act or omission on the part of NIT Jalandhar or any indulgence by NIT Jalandhar to us or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This Performance Bond/Guarantee will not be discharged due to the change in the constitution of the supplier. We, the Supplier, undertake not to revoke this Performance Bond / Guarantee except with the prior consent of NIT Jalandhar in writing.

The disputes relating to this Bank Performance Bond / Guarantee shall be resolved as per the terms and conditions of the order.



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Annexure-'C'

FORMAT FOR PERFORMANCE BOND (BANK GUARANTEE)

In consideration for the Registrar, National Institute of Technology Jalandhar, (*hereinafter called NIT Jalandhar*) having agreed to release the payment of net value as per terms and conditions of a concluded Order No. _____ dated _____ (*hereinafter called 'the order'*) for supply of _____ (*hereinafter called 'the Switch'*) to Messrs _____ (*hereinafter called 'the supplier'*) on submission of a Bank Guarantee to the satisfaction of NIT Jalandhar for the due performance of the said order.

We, _____ (*hereinafter called 'the Bank'*) at the request of the supplier do, as a primary obliger and not merely as surety, hereby irrevocably, unconditionally and absolutely undertake against any loss or damage caused or suffered by NIT Jalandhar by reason of any failure of the supplier to perform or omission or negligence to perform any part of its obligations to the satisfaction of NIT Jalandhar in terms of the order.

We, the Bank do hereby undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from NIT Jalandhar stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by NIT Jalandhar by reason of any breach by the said supplier of any of the terms and conditions contained in a said order or any part thereof. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this guarantee, which shall not be considered as satisfied by any intermediate payment or satisfaction of any part of or obligation hereunder. However, our liability under this guarantee shall be restricted to an amount not exceeding _____.

We, the Bank, undertake to pay to NIT Jalandhar any amount so demanded by NIT Jalandhar, notwithstanding a). Any dispute and difference between NIT Jalandhar and supplier or any other person or between the supplier or any person or any suit or proceeding pending before any court or tribunal or arbitrator relating thereto or

- a) The invalidity, irregularity or unenforceability of the order or
- b) Any other circumstances which might otherwise constitute discharge of this guarantee, including any act of omission or commission on the part of NIT Jalandhar to enforce the obligations by the supplier or any other person for any reason whatsoever.

We, the Bank, further agree that the guarantee herein contained shall continue and remain in full force and effect during the period that would be taken for the performance of the said order and that it shall continue to be enforceable till all the dues of NIT Jalandhar under or by virtue of the said order have been fully paid and its claims satisfied or discharged or till the office of the Registrar, NIT Jalandhar confirms that the terms and conditions of the said order have been fully and promptly carried out by the said supplier and accordingly discharge this guarantee.

We, the Bank, hereby agree and undertake that any claim which the bank may have against the supplier shall be subject to and subordinate to the prior payment and performance in full of all the obligations of the bank hereunder and the bank will not, without prior written consent of NIT Jalandhar, exercise any legal rights or remedies of any kind in respect of any such payment or performance so long as the obligations of the bank hereunder remain owing and outstanding, regardless of the insolvency, liquidation or bankruptcy of the supplier or otherwise. We, the Bank, will not counter claim or set off against its liabilities to NIT Jalandhar hereunder any sum outstanding to the credit of NIT Jalandhar with it.

We, the Bank, further agree with NIT Jalandhar, that NIT Jalandhar shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said order or to extend time of performance by the said supplier from time to time or to postpone for any time or from time to time and of the powers exercisable by the NIT Jalandhar against the said supplier and forbear or enforce any of the terms and conditions relating to the order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said supplier or for any forbearance, act or omission on the part of NIT Jalandhar or any indulgence by NIT Jalandhar to the said supplier or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in constitution of the Bank or the supplier.

We, the Bank, lastly undertake not to revoke this Guarantee during its currency except with the prior consent of NIT Jalandhar in writing.

The disputes relating to this Bank Guarantee shall be resolved as per the terms and conditions of the order.



Dr B R AMBEDKAR NATIONAL INSTITUTE OF TECHNOLOGY

G T Road By Pass, Jalandhar-144011, Punjab (India)

EPABX-0181-2690301 & 453 website: www.niti.ac.in email: registrar@niti.ac.in

Annexure: 'D'

FORMAT FOR MANUFACTURER'S AUTHORISATION FORM

To,
The Registrar
Dr B. R Ambedkar National Institute of Technology
Jalandhar

**Sub. : e-Tender Notice - _____ for Supply, Installation, Testing & Integration of
"Core Switch with Components"**

Dear Sir,

We, _____, who are established and reputed manufacturers of _____, having factory/office at _____, hereby authorize M/s _____ [name & address of agents/distributors] to bid, negotiate and conclude the order with you for the above goods manufactured by us.

We shall remain responsible for the tender/Agreement negotiated by M/s _____, jointly and severally. M/s _____ are authorized to bid, negotiate and conclude the order in regard to this business against this specific tender as for all business in the entire territory of India.

We hereby extend our full guarantee and warranty as per the terms and conditions of tender for the goods offered for supply against this invitation for bid by the above supplier.

1. _____

2. _____

***Specify in detail manufacturer's responsibilities** the services to be rendered by M/s _____ are as under:

i) _____

ii) _____

[Specify the services to be rendered by the agent/distributor].

In case duties of the agent /distributor are changed or distributor/dealer is changed it shall be obligatory on us to automatically transfer all the duties and obligations to the new Agent failing which we will ipso-facto become liable for all acts of commission or omission on the part of new agent/dealer/distributor.

Yours faithfully,

[Name & Signature] For and on behalf of M/s. _____ [Name of manufacturer]

Note: This letter of authorization should be on the letter head of the manufacturing concern (Original Equipment Manufacturer) concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.



DECLARATION REGARDING BLACKLISTING / DEBARRING FOR TAKING PART IN TENDER

Self Attested

I / We _____ (Tenderer) hereby declare that the firm / agency namely M/s. _____ has not been blacklisted or debarred in the past by Union / State Government or organization from taking part in Government tenders in India.

Or

I / We _____ (Tenderer) hereby declare that the Firm / agency namely M/s. _____ was blacklisted or debarred by Union / State Government or any Organization from taking part in Government tenders for a period of _____ years w.e.f. _____ to _____. The period is over on _____ and now the firm/company is entitled to take part in Government tenders.

In case the above information found false I / we are fully aware that the tender/ contract will be rejected / cancelled by Director, NIT Jalandhar, and EMD / SD shall be forfeited.

DEPONENT

Attested:

(Stamp of Company with authorized sign)

Name _____

Address _____



Dr B R AMBEDKAR NATIONAL INSTITUTE OF TECHNOLOGY

G T Road By Pass, Jalandhar-144011, Punjab (India)

EPABX-0181-2690301 & 453 website: www.nitj.ac.in email: registrar@nitj.ac.in

Annexure-‘F’

e-Tender Notice - NITJ/PUR/CC/203/17/e-Tender No. 03/2018

Date of Opening:

The Director

Dr B R Ambedkar National Institute of Technology Jalandhar

I/We hereby certify that I/We are established firm of manufactures/authorized of M/s..... with factories at We hereby agree to supply the following items at the price and within the period of delivery indicated below:-

CAT	Description	Specification for	Rate per unit	GST	Price FOR NITJ	Delivery period	Warranty 3 years

1. Please delete whichever is not applicable.
2. It is hereby certified that we have understood the instructions to tenderer and also terms and conditions attached to the tender.
3. This is certified that the rates quoted above are not more than the rates charged from any other Institution/Department/Organization. Further if above quoted item is available on Government e-Marketing (GeM) then the rates charged in this tender are not more than rates available on Government e-Marketing (GeM).
4. We hold this offer valid for acceptance for a period of 120 days.
5. Earnest money for an amount of equal to is enclosed.

Date

Place

Signature & Seal of the Manufacturer/Tenderer



CERTIFICATE OF WARRANTY

- i) I/We certify that the warranty shall be for a period of _____ years for _____ and starting from the date of satisfactory installation, testing and handing over of the Switch and of the works conducted therewith covered under the supply order in working order. During the **warranty period, I/we shall provide free “after sale service” and the replacement of any part(s) of the Switch or rectification of defects of work of the Switch will be free of cost.** The replacement of the parts shall be arranged by us, at our own cost and responsibility. We undertake that the above warranty shall begin only from the date of satisfactory and faultless functioning of the Switch for 60 days at NIT Jalandhar premises. The benefit of change in dates of the warranty period shall be in the interest of the use/your organization.
- ii) During the warranty period, we shall provide at least _____ **preventive maintenance visits.**
- iii) Uptime Guarantee: During the warranty period, we will be responsible to maintain the Switch in good working conditions for a period 350 days (i.e. 95% uptime) in a block of 365 days.
- a) All complaints will be attended by us within 2 working days of receipt of the complaint in our office.
- b) In case there is delay of more than 2 days in attending to a complaint from our side then you can count the number of days in excess of the permissible response time in the downtime. The above said response time of 2 days for attending to a complaint by us will not be counted in the downtime.
- c) **Penalty:** We shall pay a penalty equivalent to **0.5 % of the FOB** value of the Switch for every week or part thereof delay in rectifying the defect.

Note: The right to accept the reason (s) for delay and consider reduction or waive off the penalty for the same shall be at the sole discretion of Director, NIT Jalandhar

- (iv) We certify that the Switch being quoted is the latest model and that spares for the Switch will be available for a period of at least _____ years and we also guarantee that we will keep the organization informed of any update of the Switch over a period of ____ years.
- (v) We guarantee that in case we fail to carry out the maintenance within the stipulated period, NIT Jalandhar reserves the right to get the maintenance work carried out at our risk, cost and responsibility after informing us. All the expenses including excess payment for repairs/maintenance shall be adjusted against the Performance Bank Guarantee. In case the expenses exceed the amount of Performance Bank Guarantee, the same shall be recoverable from us with/without interest in accordance with the circumstances.
- (vi) We shall try to repair the Switch at NIT Jalandhar premises itself. However, the Switch will be taken to our site on our own expenses in case it is not possible to repair the same at NIT Jalandhar. We shall take the entire responsibility for the safe custody and transportation of the Switch taken out for repairs till the Switch is rehabilitated to the NIT, Jalandhar after repair Any loss of Switch or its accessories under its charge on account of theft, fire or any other reasons shall be at our sole risk and responsibility which will be compensated to NIT Jalandhar for such losses at the FOB/CIF value for the damaged/lost Switch part, including accessories.
- (vii) We undertake to perform calibration after every major repair/breakdown/taking the Switch for repair out of NIT Jalandhar premises.
- (viii) In case of extended warrantee, we undertake to carry out annual calibration of the Switch.
- (ix) We guarantee that we will supply spare parts if and when required on agreed basis for an agreed price. The agreed basis could be an agreed discount on the published catalogue price.
- (x) We guarantee to the effect that before going out of production of spare parts, we will give adequate advance notice to you so that you may undertake to procure the balance of the life time requirements of spare parts.
- (xi) We guarantee the entire unit against defects of manufacture, workmanship and poor quality of components.

Signature & Seal of the Manufacturer/Tenderer