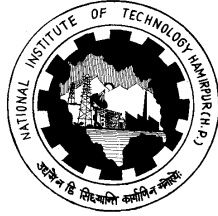


National Institute of Technology, Hamirpur (H.P.)

eTENDER NOTICE No. AMC-1/2017



Tender Document

₹ 1000/- (₹One Thousand Only)

**Annual Maintenance Contract (AMC) of IBM Chassis, Blade Servers,
SAN Storage & NAS Storage installed at Computer Centre, NIT
Hamirpur.**

IMPORTANT DATES

S No	Description	Schedule
1	Date of uploading of Tender Enquiry on Institute website and e-Tender Portal of Gol	Tender Document will be uploaded on Institute website http://www.nith.ac.in and e-Tender on Central Public Procurement Portal https://eprocure.gov.in/cppp/ .
2	Tender Document Download Start Date	Tenders can be downloaded from above websites starting at 10:00 hrs on 20/04/2017 .
3	Pre Bid Conference with Bidders	At 15:00 hrs. on 28/04/2017 at National Institute of Technology, Hamirpur (HP) 177 005. Thereafter, the minutes of this conference and revised Tender document shall be uploaded to the Institute website and Central Public Procurement Portal.
4	Mode of Submission of the Tender	The Bid document is available online and the Bid should be submitted online on https://eprocure.gov.in/cppp/ . The Bidder is required to register on the cppp website which is free of cost but they must have Digital Signature Certificate (DSC) from one of the authorized Certifying Authority (CA) in order to apply and submit their Bid online.
5	Online Bid Submission	The Bid can be submitted online 05/05/2017 at Central Public Procurement Portal https://eprocure.gov.in/cppp/ . All techno-commercial offers must be uploaded online by the bidders.
6	Submission of Tender Fee, EMD and Hard Copies of the Technical Bid	The Cost of Tender Document, EMD and all requisite documents (Technical Bid only) uploaded online needs to be submitted physically (Hard Copy) to the Faculty Incharge Purchase (FIP), Store Section, National Institute of Technology, Hamirpur (HP) 177 005 on or before 12.30 PM on 15/05/2017 .
7	Date of opening of the Technical Bids	At 15:00 hrs. on 17/05/2017 through online mode by the Institute. Thereafter, the Bidder may also attend the opening of technical bids at Conference Room, Administrative Block, National Institute of Technology, Hamirpur (HP) 177 005.
8	Date of opening of the Commercial Bids	To be announced during opening of Technical Bids.

CONTACT INFORMATION

The address for all the activities is:

**Faculty Incharge (Purchase),
National Institute of Technology, Hamirpur
Distt. HAMIRPUR (Himachal Pradesh), India 177 005.**

PHONE 01972 –254046 / 254010

FAX 01972-223834

EMAIL {fip, registrar}@nith.ac.in

Official website: <http://www.nith.ac.in>

Sr. No	Particulars	Page
1	Preamble	6
2	Invitation to BID	7
3	Instructions to Bidder	8
3.1	Schedule of Tender	8
3.2	Procedure of submission of Bids	9
4	GENERAL TERMS & CONDITIONS	12
4.1	Definitions	12
4.2	Bidder Qualifications	13
4.3	Contract Documents	13
4.4	Fraud and corruption	13
4.5	Joint Venture, Consortium or Association	14
4.6	Scope of Supply	14
4.7	Bidders' Responsibilities	14
4.8	Contract price	14
4.9	Copy Right	14
4.10	Application	14
4.11	Standards	14
4.12	Use of Contract Documents and Information	14
4.13	Patent Indemnity	15
4.14	Delivery and Documents	15
4.15	Incidental Services	15
4.16	Spare Parts	15
4.17	Terms of Payment	16
4.18	Assignment	16
4.19	Subcontracts	16
4.20	Extension of time	16
4.21	Penalty clause	17
4.22	Termination for Default	18
4.23	Force Majeure	18
4.24	Termination for Convenience	19
4.25	Settlement of Disputes	19
4.26	Governing Language	19
4.27	Applicable Law	19
4.28	Notices	20
4.29	Taxes and Duties	20
4.30	Right to use Defective Goods	20
5	Technical Specification	21
5.1	Scope Of Work	23
6	BID Proposal Programme	24
6.1	Check sheet	24
6.2	BID Covering letter	25
6.3	General Profile Of The Bidder	27

Sr. No	Particulars	Page
6.4	Pre-qualification Response	28
6.5	Deviations from the detailed Technical specifications	30
6.6	Deviations from the Terms and Conditions	31
6.7	Original Equipment Manufacturer (OEM) Form	32
6.8	Annexure-B-1	33
6.9	Annexure-B-2	34

1 Preamble

The objective of this Tender to invites sealed bids (Technical Bid and Commercial Bid) from OEM or OEM's authorized distributors/dealers/System Integrator/partners/ resellers of the product(s) as per the Technical specifications and scope of works mentioned in this Tender Document.

National Institute of Technology, Hamirpur is an Institute of National importance which functions as an autonomous society under the support of The Ministry of Human Resource Development, Government of India. As such it follows all the financial and administrative rules and procedures as per **The General Financial Rules 2005** of the Ministry of Finance, Govt. of India as well as all the relevant **CVC guidelines** put in place from time to time. It is, therefore, required that the processes to be adopted in execution of AMC should strictly adhere to such rules and guidelines for Public Procurement. Consequently engaging Government Agencies or Public Sector Undertakings shall be accorded priority which is duly reflected in the bid evaluation criteria elsewhere in this document.

Interested agencies may visit the campus till the last date of submission of bid and may interact with the Computer Centre to have a first-hand idea of the quantum of work involved. The Institute shall not bear any cost associated with such visits / surveys / interactions. However, the exact scope of work for the services, under this RFP shall be shared at the time of awarding the contract to the selected successful agency / firm / bidder.

2. INVITATION TO BID

Tender No: AMC-1/2017

Dated: 20/04/2017

To:

Dear Sir,

Pursuant to your request, I, the Registrar acting for and on behalf of The Director, National Institute of Technology Hamirpur, H.P. 177 005, have pleasure in forwarding the tender document to enable you to submit your bidding offers.

a. This invitation to tender is for:

Annual Maintenance Contract (AMC) of IBM Chassis, Blade Servers, SAN & NAS Storage installed at Computer Centre, NIT Hamirpur.

b. Tenderers are advised to study the Tender Document carefully. Submission of Tender shall be deemed to have been done after careful study and examination of the Tender Document with full understanding of its implications.

c. Sealed offers prepared in accordance with the procedures enumerated in "INSTRUCTIONS TO TENDERERS" should be submitted to the Director of the Institute not later than the date and time laid down, at the address given in "Schedule of Tender". The bids shall be opened in the presence of those Tenderers who may wish to be present as per the "Schedule of Tender".

d. The Institute shall not be responsible for any postal delay about non-receipt / non-delivery of the documents.

e. This Tender Document is not transferable; however OEM is free to quote through their system integrators.

Yours Faithfully,

Registrar,
National Institute of Technology,
HAMIRPUR.

3. INSTRUCTIONS TO BIDDERS

e-Tenders are invited from highly reputed, competent bidders to provide Annual Maintenance Contract (AMC) of IBM Chassis, Blade Server SAN & NAS Storage installed at Computer Centre, NIT Hamirpur.

Tender document can be downloaded from website <http://eprocure.gov.in> or alternatively from Institute website www.nith.ac.in and must be submitted along with non-refundable Tender fee for Rs. 1,000/- (Rupees one thousand only) in the shape of Bank Draft drawn in favour of Registrar, National Institute of Technology, Hamirpur (HP).

The Tenderer is expected to have read and examined all the instructions, forms, terms and specifications in the eTender Document with full understanding of its implications. Failure to furnish all information required in the eTender Document or submission of a bid not substantially responsive to the eTender Document in every respect will be at the Bidder's risk and may result in outright rejection of the bid.

COST OF THE TENDER DOCUMENT

The Bidder shall deposit Rs.1000/- (Rupees One Thousand Only) by way of a Demand Draft favouring **Registrar, National Institute of Technology Hamirpur** payable at Hamirpur being the cost of the tender document along with a forwarding letter from the Bidder giving its address & contact details. Payment made through any other mode will not be accepted.

MAJOR PARTS OF THE TENDER

This invitation for bid is for undertaking the following:

Annual Maintenance Contract (AMC) of IBM Chassis, Blade Server SAN & NAS Storage installed at Computer Centre, NIT Hamirpur.

3.1 SCHEDULE OF TENDER

- 3.1.1 Tender Documents can be downloaded from the Institute website <http://www.nith.ac.in> and Central Public Procurement Portal <https://eprocure.gov.in/cppp/> at 10:00 hrs onwards On 20/04/2017.
- 3.1.2 The Bid document is available online and the Bid should be submitted online on <https://eprocure.gov.in/cppp/>. The Bidder is required to register on the CPPP website which is free of cost but they must have Digital Signature Certificate (DSC) from one of the authorised Certifying Authority (CA) in order to apply and submit their Bid online.
- 3.1.3 The Bid can be submitted online upto 15/05/2017 at 12.30 PM on Central Public Procurement Portal <https://eprocure.gov.in/cppp/>. The Institute may at its sole discretion extend the Bid submission date. The modified target date & time will be notified on the website of the Institute.
- 3.1.4 The Technical Bids will be opened at 15:30 hrs. on 17/05/2017 . The Bidders or their authorized representatives may be present if they so desire.
- 3.1.5 The Commercial Bids of only technically qualified Bidders will be opened at a date announced by the Institute at the time of opening of the Technical Bids. The Bidders who have been declared eligible after evaluation of the technical bids or their authorized representatives may be present if they so desire.

The address for all the above activities is:

**Faculty Incharge (Purchase),
National Institute of Technology,
HAMIRPUR.H.P., 177 005.
PHONE 01972-254010/254046
FAX 01972-223834
EMAIL fip@nith.ac.in
<http://www.nith.ac.in>**

3.2 PROCEDURE FOR SUBMISSION OF BIDS

Bids must be uploaded on e-Tender site <https://eprocure.gov.in/cppp/> by the Bidder along with scanned copies of all relevant documents. First of all, the Bidders are required to register themselves on the CPP portal and thereafter, they can attach and upload all such documents needed for the techno-commercial Bid as requested in this Tender. The scanned copy of Demand Draft etc. towards Tender fee and EMD must also be uploaded with the Technical Bid. Bid shall be submitted in two parts: **Part I -Technical Bid** and **Part II -Commercial Bid**

Part I -Technical Bid

Technical bid should contain.

- i. Earnest Money Deposit and Covering Letter.
- ii. Technical Bid Documents.

Please note that **Rates should not be quoted in the Technical Bid**. Only Commercial Bid should indicate rates and should be uploaded only to CPPP Portal.

All the documents viz. Earnest Money Deposit and Covering Letter, Technical Bid prepared and sealed as hereinafter directed along with the Bid Covering Letter are to be kept in a single sealed cover super-scribed with Tender Number, Due date, Item and the words **“TENDER for Annual Maintenance Contract (AMC) of IBM Chassis, Blade Servers, SAN Storage & NAS Storage installed at Computer Centre, NIT Hamirpur. ”, due on 15/05/2017 “NOT TO BE OPENED BEFORE TIME”**.

The cover thus prepared should also indicate clearly the name and address of the Bidder, to enable the Bid to be returned unopened in case it is received after the specified date and time.

The Bid shall be in the prescribed format and shall be signed in original by the Bidder or a person duly authorized to bind the Bidder to the contract.

All pages of the bid except un-amended printed literature shall be initialled by the person(s) signing the Bid. The bid shall contain no interlineations, erasures or over writing except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person(s) signing the bid.

The Bids prepared by the Bidders shall thus comprise of following components:

- i. Earnest Money Deposit and Covering Letter neatly typed on the letterhead of the Bidder and duly signed by the authorized signatory in the Proforma given in Section 6.2, and kept in a sealed cover super-scribed **“EARNEST MONEY & COVERING LETTER”** as detailed in Section 3.5.2 below.
- ii. Technical Bid, as directed below in Section 3.2.2 and kept in a sealed cover super-scribed **“TECHNICAL BID”**.
- iii. Commercial Bid, as directed below in Section 3.2.3 should be uploaded on CPPP Portal.

3.2.1 Earnest Money Deposit and Covering Letter:

- i. Earnest Money @ 2% of quoted value should be submitted along with the Tender by way of:

- a. A Demand Draft in favour of **Registrar, National Institute of Technology Hamirpur, H.P.** payable at NIT Hamirpur, H.P. Or
- b. **A FDR duly pledged in favour of Registrar, National Institute of Technology Hamirpur, H.P. payable at NIT Hamirpur, H.P.**

It should be denominated in INDIAN RUPEES only. Bids without requisite Earnest Money shall be summarily rejected.

- ii. Unsuccessful Bidders' bid security will be returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Institute.
- iii. The successful Bidder's bid security will be discharged upon the Bidder accepting the award letter and furnishing the Performance Guarantee.
- iv. The bid security may be forfeited:
 - a. if a Bidder withdraws its bid during the period of bid validity; Or
 - b. if a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time and/ or conceals or suppresses material information; Or
 - c. In case of the successful Bidder, if the Bidder fails to sign the Agreement or to furnish performance guarantee.
- v. Bid Covering Letter as per the Proforma given in Section 6.2 should be neatly typed and duly signed by the authorized signatory on the Bidder's letter head.

3.2.2 **Performance Guarantee:**

Performance Guarantee Bond is mandatory

- i. Successful tenderer/ bidder should submit performance guarantee as prescribed above to be sent to FIP, NIT Hamirpur on or before 45 days from the due date of issue of award letter.
- ii. The PGB to be furnished in the form of bank guarantee as per proforma or annexure of the tender documents, for an amount covering 10% of the purchase order value.
- iii. The Performance Guarantee should be established in favour of "Registrar, NIT Hamirpur".
- iv. PBG to be established through any of the National Banks with a clause to enforce the same on their local branch of Hamirpur or any scheduled bank (other than national bank) situated at Hamirpur.
- v. Bonds issued by co-operative banks will not be accepted.
- vi. Performance Guarantee Bond shall be for the due and faithful performance of the contract and shall remain binding, notwithstanding such variations, alterations for extensions of time as may be made, given, conceded or agreed to between the successful tenderer and the purchaser under the terms & conditions of acceptance to the tender.
- vii. The successful tenderer is entirely responsible for due performance of the contract in letter and spirit and all other documents referred to in the acceptance of tenders.
- viii. The PBG shall be kept valid during the period of contract and shall continue to be enforceable for a period of one year or upto warranty period whichever is later from the date of award letter.
- ix. In case PBG needs extensions upto warranty period then supplier shall initiate extensions to PBG one month prior to expiry of PBG.
- x. For successful suppliers, if PBG is not submitted within 45 days from the date of Order Award, then the Purchase Order will be cancelled with forfeiting of EMD.

- xi. No interest shall be payable by the buyer to the Bidder on PBG.

3.2.3 Technical Bid:

This should comprise of:

- i. The Technical Bid submitted in a bound form and all pages continuously and serially numbered in one lot as one document. Brochures/leaflets, etc. should be submitted in the bound document and not in a loose form. Bidders must ensure that all the documents are sealed and signed in original by authorized signatory.
- ii. Technical bid (Bidder's Qualification) proposal as given in Section 6.4, along with the Technical Evaluation Response Sheet as given in Section 6.5 should be neatly typed on the letter head of the Bidder, duly filled in, signed and complete in all respects including annexure for detailed specifications of equipment, etc. as directed. The bids shall inter alia include detailed technical specifications of the equipment/components in brochure or written form. These brochures shall be used for technical evaluation of the bids and in their absence the bids may not be evaluated.
- iii. Deviations from the Detailed Specifications as specified in the Bidding Document as given in Section 6.5. Deviations from the Terms and Conditions as specified in the Bidding Document as given in Section 6.6
- iv. The Technical Bid submitted in response to this Tender Document along with the supporting material, will become the property of the Institute.

3.2.4 Commercial Bid:

This should comprise of:

- i. Financial Bid shall be uploaded by the Bidder online on CPP Portal as per the rate schedule specified in the BoQ template (excel file). Bidders are advised to download the BoQ template from the website.
- ii. The details of Rate Schedule for all the goods and services under all the components of this Tender for which the Bidder is intending to quote, as given in Sections 6.6.

3.2.5 Bid Evaluation Process:

The Evaluation will be a two-stage process:

- Pre-Qualification Scrutiny - (Mandatory to be met by the bidders)
- Commercial Evaluation

Pre-Qualification Scrutiny:

- The Institute will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed and stamped, and the Bids are generally in order and technically qualified.

Commercial Evaluation:

The Bidder offering the lowest price will be considered as successful for award of contract

4. GENERAL TERMS & CONDITIONS

4.1 Definitions

- 4.1.1 In this Contract, the following terms shall be interpreted as indicated.
- 4.1.2 The following words and expressions shall have the meanings hereby assigned to them:
- 4.1.3 "The Purchaser" is: The Director, NIT, Hamirpur.
- 4.1.4 "NITH" means National Institute of Technology Hamirpur.
- 4.1.5 Institute means National Institute of Technology, Hamirpur. [HP].
- 4.1.6 "Bidder" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- 4.1.7 "Contract" means the Contract Agreement entered into between the Purchaser and the Bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- 4.1.8 "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
- 4.1.9 "Contract Price" means the price payable to the Bidder as specified in the Contract Agreement, subject to such additions and adjustments there to or deductions there from, as may be made pursuant to the Contract.
- 4.1.10 "Day" means calendar day.
- 4.1.11 "Completion" means the fulfillment of the Related Services by the Bidder in accordance with the terms and conditions set forth in the Contract.
- 4.1.12 "GTC" means the General Term & Conditions of Contract.
- 4.1.13 "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Bidder is required to supply to the Purchaser under the Contract.
- 4.1.14 "Related Services" means the services incidental to the supply of the goods, such as transportation, insurance, installation, training and initial maintenance and others such obligation of the Bidder under the contract.
- 4.1.15 "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of, of the Goods to be supplied or execution of any part of the related services is subcontracted by the bidder.
- 4.1.16 The Final Destination is: National Institute of Technology, Hamirpur (India).

4.2 Bidder Qualifications:

- 4.2.1 The bidder(s) must be OEM or authorized distributor/dealer of OEM. The Bidders must enclose authorization letter from OEM in specific reference to this tender clearly mentioning an undertaking that in case of default by the Bidder, the OEM shall take over all the responsibilities of the Bidder.
- 4.2.2 The Bidder should not be under declaration of integrity, for corrupt & fraudulent practice by the bank/ recognized Government Institute. (Valid & Up to date Documentary Evidence to be enclosed point wise). Please enclose copy of the Balance Sheet and certificate of requisite Turnover in this regard duly certified by your Chartered Accountants /Auditors.

- 4.2.3 Copy of latest Income Tax Clearance Certificate and PAN Card should also be enclosed.
- 4.2.4 The registration number of the bidder along with the CST Number & TIN Number allotted by the Sales Tax Authorities must be given in the tender bid.
- 4.2.5 Bidder Company should have turnover of at least 50 lakh for the financial year ending on 31-03-2016.
- 4.2.6 Bidder (s) Company should have strength of at least 50 professional.
- 4.2.7 Bidder must be ISO 9000:2000 certified Company. This clause is not applicable to Government Departments and Public Sector Undertakings.
- 4.2.8 Successful bidder has to appoint two application development professional at NIT Hamirpur during the first two year of the contract.
- 4.2.9 The Bidder should be a National Level IT Organization with experience in the field of application software conceptualization, design, development, deployment, Customization and maintenance in the Higher Education Industry since the last 10 years.
- 4.2.10 The bidder must be expert in Educational Campus Management Information System (MIS) domain and have successfully installed similar software at least two similar institutions such as IIT/NIT/University of repute in govt. sector in India during last five years.
- 4.2.11 Financial status: Annual financial turn over during the last 3 year ending 31st March of previous year should be at least Rs. 10 Crore every year.
- 4.2.12 Experience: Experience of having successfully completed 3 (Three) similar works for supply, installation, commissioning, services etc. of the Blade Servers and also having successfully completed 2 (two) similar works for supply, installation, commissioning, services etc. of the Data Centre during the last 5 years in Center Govt./ State Govt./PSU/Autonomous Bodies.
- 4.2.13 Office and Service Centre: The Bidders must have their office and Service Centre in Chandigarh/Delhi/NCR and must conform to norms of the Government pertaining to registration and taxation.
- 4.2.14 Bidder should be OEM or OEM's authorized distributors/dealers/System Integrator / partners/ resellers of the proposed product(s). Bidders, if not OEM, should have authorization from OEM for supply, installation, commissioning, services etc. of the quoted items. They should submit tender specific an Authorization Letter from OEM (ink signed original) stating that the bidder is the authorized distributor/dealer/System Integrator/partner/reseller for the items.

4.3 Contract Documents

Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative complementary, and mutually explanatory. The Contract Agreement shall be read as a whole

4.4 Fraud and corruption

- 4.4.1 The purchaser requires that the bidder's Bidders and contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the following are defined.
 - "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.

- “Collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, noncompetitive levels.
- “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

4.5 Joint Venture, Consortium or Association

If the Bidder is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

4.6 Scope of Supply

The Goods and Related Services to be supplied shall be as specified in Tender.

4.7 Bidders’ Responsibilities

The Bidder should provide all the Related Services included in the Scope of Work in the Section 5.2.

4.8 Contract price

Prices charged by the Bidder for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Bidder in its bid.

4.9 Copy Right

The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Bidder herein shall remain vested in the Bidder or if they are furnished to the Purchaser directly or through the Bidder by any Third party, including bill of materials, the copyright in such materials shall remain vested in such third party.

4.10 Application

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

4.11 Standards

The Goods supplied and services rendered under this Contract shall conform to the standards mentioned in the Technical Specifications and when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

4.12 Use of Contract Documents and Information

4.12.1 The Bidder shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Bidder in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

4.12.2 The Bidder shall not, without the Purchaser's prior written consent, make use of any document or information enumerated above except for purposes of performing the Contract.

4.12.3 Any document, other than the Contract itself, enumerated above shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on

completion of the Bidder's performance under the Contract if so required by the Purchaser

4.13 Patent Indemnity

- (a) The Bidder shall, subject to the Purchaser's compliance with sub clause (12(b)), indemnify and hold harmless the Purchaser And its employees and officers from against any all suits, actions or administrative proceeding, claims, demands, losses, damages, cost, and expense of any nature, including attorney's fees and expenses, which the Purchasers may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of The Bidder shall, subject to the Purchaser's compliance with Sub-Clause sub clause (12(b)), indemnify and hold harmless the Purchaser And its employees and officers from against any all suits, actions or administrative proceeding, claims, demands, losses, damages, cost, and expense of any nature, including attorney's fees and expenses ,which the Purchasers may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
 - (i) The installation of the Goods by the Bidder or the use of the Goods in India;
 - (ii) The sale in any country of the products produced by the Goods
- (b) If any proceedings are brought or any claim is made against the Purchaser, the Purchaser shall promptly give the Bidder a notice thereof, and the Bidder may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claims.

4.14 Delivery and Documents

14.1 Delivery of the Goods and performance of related services shall be made by the Bidder in accordance with the terms specified by the Purchaser in the contract.

4.15 Incidental Services

The Bidder may be required to provide any or all of the services, as discussed during the course of finalizing the contract.

4.16 Spare Parts

The Bidder shall be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured/supplied or distributed by the Bidder:

- (a) Such Supplied spare parts as the Purchaser may elect to purchase from the Bidder, providing that this election shall not relieve the Bidder of any warranty obligations under the Contract
- (b) In the event of termination of production of the spare parts:
 - i. Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements.
 - ii. Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

4.17 Terms of Payment

- a. The method and conditions of payment to be made to the Bidder under this Contract shall be as specified in the GTC.
- (b) The payments will be made by the purchaser on presentation of bills by the bidder/ tenderer in triplicate. Payment will be made on quarterly basis on satisfactory completion of the service.
- (c) Payments shall be made promptly by the Purchaser but in no case later than thirty (30) days from submission of the bill to the purchaser.
- (d) Payment shall be made in currency as indicated in the contract.
- (e) Deviation in Payment Schedule:

The General Term & Conditions of Contract (GTC) stipulate the payment schedule offered by the Purchaser. If a bid deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared to those stipulated in this invitation, at a SBI rate of interest 14 percent per annum.

4.18 Assignment

The Bidder shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

4.19 Subcontracts

No subcontract/outsourcing of services is allowed during the period of 12 months of AMC. If the bidder does so, the contract may be terminated with immediate effect and the bidder will have to face penal action.

4.20 Extension of time

4.20.1 Delivery of the Goods and performance of the Services shall be made by the Bidder in accordance with the time schedule specified in the contract.

4.20.2 If at any time during performance of the Contract, the Bidder or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods/ manpower and performance of Services, the Bidder shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Bidder's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Bidder's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.

4.20.3 Except as provided under the Force Majeure clause of the GTC, a delay by the Bidder in the performance of its delivery obligations shall render the Bidder liable to the imposition of penalty pursuant to Penalty Clause of the GTC unless an extension of time is agreed upon pursuant to above clause without the application of penalty clause.

4.21 Penalty clause

- 4.21.1 Subject to GTC Clause on Force Majeure, if the Bidder fails to provide satisfactory services as required in the Tender Document within the stipulated period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to 0.5 percent of the delivered Contract value for hours or part thereof of delay, up to a maximum deduction of 10% Percent of the Contract value. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GTC Clause on Termination for Default.
- 4.21.2 If the Bidder fails to rectify any Chassis/Blade Servers/Storage SAN and NAS, configuration problem within the stipulated period(s) of 24 hours from Logging of the complaint in which no spare/part replacement/repair is required, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to 0.2 percent of the delivered Contract value for 24 hours or part thereof of delay, up to a maximum deduction of 5% Percent of the Contract value. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GTC Clause on Termination for Default.
- 4.21.3 If the Bidder fails to rectify any defect due to non-availability of spares within the stipulated period(s) of 48 hours (15 days in case of parts which require import) from logging of the complaint, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to 0.2 percent of the delivered Contract value for the specified time or part thereof of delay, up to a maximum deduction of 5% Percent of the Contract value. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GTC Clause on Termination for Default.
- 4.21.4 In case, the bidder fails to provide spare repair/replacement within the specified maximum time of 15 days, NITH would be free to get the part repaired/replaced from any third party and payment will be done by the bidder apart from applying penalty as per the above mentioned clause by NITH.
- 4.21.5 All the complaints will be attended within 4 hours and the bidder will have to ensure minimum uptime of 99% in a month and 98% in quarter. The uptime will be calculated in number of days in a year and number of hours in a day. If the total downtime exceeds 5% in a month or 2% in quarter, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to 1 percent of the delivered Contract value for each 1% of the downtime, up to a maximum deduction of 5% Percent of the Contract value. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GTC Clause on Termination for Default.

4.22 Termination for Default

- 4.22.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, Terminate the Contract in whole or part:

- (i) If the Bidder fails to provide the spare parts, performance of service within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GTC Clause on Extension of Time or
- (ii) If the Bidder fails to perform any other obligation(s) under the Contract.
- (iii) If the Bidder, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices as defined in GTC Clause on Fraud or Corruption in competing for or in executing the Contract.

4.22.2 In the event the purchaser terminates the contract in whole or in part, he may take recourse to any one or more of the following action:

- i) The Performance Security is to be forfeited.
- ii) He purchaser may procure, upon such terms and in such manner as it deems appropriate, stores similar to those undelivered, and the Bidder shall be liable for all available actions against it in terms of the contract.
- iii) However, the Bidder shall continue to perform the contract to the extent not terminated.

4.23 Force Majeure

4.23.1 Notwithstanding the provisions of GTC Clauses relating to extension of time, penalty and Termination for Default the Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

4.23.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

4.23.3 If a Force Majeure situation arises, the Bidder shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by the Purchaser in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

4.23.4 If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of force majeure for a period exceeding 40 days, either party may at its option terminate the contract without any financial repercussions on either side.

4.24 Termination for Convenience

The Purchaser, by written notice sent to the Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective.

4.25 Settlement of Disputes

4.25.1 The Purchaser and the Bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

4.25.2 If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Bidder may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods/ services under the Contract.

4.25.3 The dispute settlement mechanism/arbitration proceedings shall be concluded asunder:
In case of Dispute or difference arising between the Purchaser and a domestic Bidder relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director NIT Hamirpur and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

4.25.4 The venue of the arbitration shall be the place from where the purchase order/contract is issued

4.25.5 Notwithstanding any reference to arbitration herein:

- a) The parties shall continue to perform the irrespective obligations under the Contract unless they otherwise agree;
- b) The Purchaser shall pay the Bidder any monies due the Bidder.

4.26 Governing Language

The contract shall be written in English language which shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the English language only.

4.27 Applicable Law

The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction i.e. Hamirpur (HP).

4.28 Notices

- a. Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by cable, telex, FAX or email and confirmed in writing to the other party's address specified in the GTC.
- b. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

4.29 Taxes and Duties

- i) For goods manufactured outside India, the Bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside India.
- ii) For goods Manufactured within India, the Bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred till its final manufacture/production.
- iii) If any tax exemptions, reductions, allowances or privileges may be available to the Bidder in India, the Purchaser shall make its best efforts to enable the Bidder to benefit from any such tax savings to the maximum allow able extent.

4.30 Right to use Defective Goods

If after delivery, acceptance and installation and within the AMC period, the operation or use of the goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.

5. TECHNICAL SPECIFICATIONS

5.1 Comprehensive maintenance support for the equipment and software installed at Computer Centre, NIT Hamirpur is required: Detailed technical specifications are as follows:

Annexure-A		
Part No.	Description	Quantity
Misc	Rack	
39Y8961	DPI Universal Rack PDU (India)	6
17353LX	IBM 1x8 Console Switch	3
31R3132	3m Console Switch Cable (USB)	12
172317X	1U 17in Flat Panel Monitor Console Kit	3
40K5372	IBM Keyboard with Integrated Pointing Device- 3m Cable - Black - USB - US English	3
BladeCenter Blade Chassis		
88524YA	IBM eServer BladeCenter(tm) H Chassis with 2x2900W PSU UltraSlim Enhanced Multi-Burner	1
31R3335	IBM BladeCenter H 2900W AC Power Module w/Fan Pack	1
39Y9324	Server Connectivity Module for IBM BladeCenter	2
43W6723	Q Logic(R)4 Gb Intelligent Pass-thru Module BladeCenter	2
22R4902	IBM Short Wave SFP Module	12
25R5778	BladeCenter Redundant KVM/Advanced Management Module	1
39Y8935	DPI 63amp/250V Front-end PDU with IEC 309 IEC 309 P+N+G	2
25R5785	2.8m, 200-240V, Triple 16A IEC 320-C20	2
Blade Servers		
Opteron Servers		
790162A	LS22, AMD Opteron 6C 2435 2.6GHz, 2x1GB, 0/Bay SAS	5
49Y4747	AMD Opteron 6C Processor Model 2435 2.6GHz	5
46C0512	4GB (2 x 2 GB) PC2-5300 CL5 ECC DDR2 667MHz SR VLP RD1MM	5
46C0522	2GB (2x1GB) PC2-5300 CL5 ECC DDR2 VLP DIMM	5
42D0421	IBM ServerBlade 146GB SAS 10K 2.5in SFF NHS HDD	10
41Y8527	Qlogic 4Gb Fibre Channel Expansion Card (CFFv) for IBM BladeCenter	5

Xeon/Nehalem Servers		
7870A2A	HS22, Xeon 4C E5504 80W 2.00GHz/800MHz/4MB L2, 2x1GB, 0/Bay 2.5in SATA/SAS	6
4411712	Intel Xeon 4C Processor Model E5504 80W 2.00GHz/800MHz/4MB L2	6
44T1488	4GB Dual Rank PC3-10600 CL9 ECC DDR3 VLP RDIMM 1333MHz	12
44T1485	1GB Single Rank PC3-10600 CL9 ECC DDR3 VLP Low Power RDIMM 1333MHz	12
44T1486	2GB Dual Rank PC3-10600 CL9 ECC DDR3 VLP RDIMM 1333MHz	12
42D0632	IBM 146 GB 2.5in SFF Slim-HS 10K 6Gbps SAS HDD	12
46M6065	QLogic 4Gb Fibre Channel Expansion Card (C10v) for IBM BladeCenter	6
Cell Processor Servers		
079340A	QS22, 2x IBM PowerX Cell 8i processors 3.2 GHz/1MB L2, 4x4 GB	1
43W3934	IBM 8GB Modular Flash Drive	1
44W4483	Intelligent Copper Pass-thru Module for IBM BladeCenter	1
RISC Processor Servers		
7998-61X	1S-22:7998 Model 61X	2
	8GB (2 x 4 GB) DDR2 667MHz DIMMs	2
	IBM 146GB SAS 10K SFF HDD	2
	QLogic 4Gb 2-Port Fibre Channel Expansion Card (CFFv) for IBM BladeCenter	2
	IBM BladeCenter JS22 4-core 4.0 GHz Processor	2
	AIX 6.1	2
SAN Switch		
2053-424	Cisco MDS 9124 Express for IBM System Storage	2
	9124 8 Port Activation	2
	FC 4 Gb SW SFP Transceiver - 4 Pack	4
	5m 50u LC/LC Fiber Cable	4
All other accessories		

Annexure A-2		
SUN/ORACLE		
Part No.	Description	Quantity
	ST 6140	1
XTC6140R11A2J4800Z	ST6140A-4-4800G-1x1x16x300J-PR	1
XTCCSM2R01A0J1500Z	CSM200A-1500G-0x1x5x300GJ-PR	2
XTCTIER1-BASE8	Tier1(61xx)-Base 8 Domains	4
Model	ST 7410	
TB7410-26AR064	Sun Storage 7410 Storage controller: 64GB RAM, 2x six-core 2.6GHz processor, 2x SAS HBA, 4x 10/100/1000 Ethernet ports. Includes Slide Rail Kit. No Power Cord, order Geo specific X-option. RoHS 5. (FOR FACTORY INTEGRATION ONLY)	1
TA7410-READZ100G	S7410 READZILLA CACHE 100GB	1
X1A4400A2N23S18	J4400 array,23TB,LOG-18G	1
All other accessories		

5.2 SCOPE OF WORK

The work includes the following:

- 5.2.1 Comprehensive Maintenance of equipment listed in Annexure A-1 and Annexure A-2 includes preventive and routine corrective remedial maintenance shall be done on monthly basis. It will also include supply and replacement of parts as and when required. In addition, repair of the fault as and on receipt of complaint from Computer Centre, NIT Hamirpur (HP).
- 5.2.2 All the devices/components mentioned in Annexure A-1 and Annexure A-2 should be functional 24*7*365 days and the bidder/tenderer would be responsible for the same.
- 5.2.3 Supply and replacement of faulty hardware components as per requirement and installation thereof free of cost. The spares replaced must be genuine, compatible, new, equivalent in performance to the existing parts.
- 5.2.4 Up gradation of Firmware of the equipment listed in Annexure A-1 and Annexure A-2.
- 5.2.5 Submission of Reports on issues/problems with the equipment list in Annexure A-1 and Annexure A-2 and repair/maintenance work done for each incident of malfunctioning.

6. BID PROPOSAL PROFORMAE

Please refer to the detailed procedure and guidelines as summarized in this tender document for submission of the Bids

6.1 Check Sheet

S. No.	Description	Enclosed (Yes / No)	If Yes, then its Page Nos.	
			From	To
1	Bid Covering Letter			
2	General Profile of the Bidder			
3	Pre-Qualification Criteria or Bidder's Qualification			
4	Annexure B-1: Compliance Sheet for Annexure A-1			
5	Annexure B-2: Compliance Sheet for Annexure A-2			
6	Deviation from of Detailed Technical Specification/Scope of Work			
7	Deviation from the Terms and Conditions			
9	Copy of the Tender Document duly Signed and stamped by the authorized person of the Company			
10	Any Brochure / Leaflet etc. supporting your credentials/Claims			
11	Any other useful Information or documents enclosed by the bidder. Pl. mentions their detail here.			
12	Authorization Form from OEM (IBM, SUN/ORCACLE)			

6.2 BID COVERING LETTER

To:

The Director,
National Institute of Technology, Hamirpur
(HP)-177005

Dear Sir,

Supply, Installation, Configuration, Testing and Maintenance of Web Based Software Solution for Academic and Examination System.

1. TERMS AND CONDITIONS

- a. I/We, the undersigned Bidder(s), having read and examined in detail the specifications and all bidding documents in respect of this tender do hereby propose to provide software and services as specified in the bidding document.
- b. I/We, the undersigned Bidder(s), having submitted the qualifying data as required in this tender, do hereby bind ourselves to the conditions of this tender. In case any further information/documentary proof in this regard before evaluation of our bid is required, I/We agree to furnish the same on demand to your satisfaction.

2. RATE AND VALIDITY

- a. All the rates mentioned in our proposal are in accordance with the terms as specified in bidding documents. All the rates and other terms and conditions of this proposal are valid for a period of 90 Calendar days from the date of opening of the bid.
- b. I/We do hereby confirm that our bid rates include all taxes including Income Tax & Professional Tax.
- c. I/We have studied the Clauses relating to Indian Income Tax Act and hereby declare that if any Income Tax, surcharge on Income Tax and any other Corporate Tax is altered under the law, I/we shall pay the same.

3. DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the Technical specification, Time Schedule and other terms of the tender document except the deviation as mentioned in the Technical Deviation Proforma. Further, I/We agree that additional conditions, if any, found in the proposal documents, other than those stated in deviation Proforma, shall not be given effect to.

4. BID PRICING

I/We further declare that the rates stated in our proposal are in accordance with your terms and conditions in the bidding document.

5. EARNEST MONEY

I/We have enclosed the earnest money as required under Clause 3.2.1 of the Tender Document. In case of default it is liable to be forfeited in accordance with the provisions of the tender document.

6. **BANK GUARANTEE**

I/We shall submit a Bank Guarantee as required under Clause 3.2.2 of the Tender Document.

7. I/We hereby declare that my/our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of my/our knowledge and belief and nothing has been concealed therefrom.

Thanking you,

Yours faithfully,

(Signatures)

Date:

Place:

Name:

Designation:

Seal

6.3 GENERAL PROFILE OF THE BIDDER

S. No.	Description	Response
1	Bidder's Proposal Reference No. and Date	
2	The Registered Name of the Company / Bidder	
3	Address of Registered office	
4	Registration Number and Registration Authority	
5	Year of Incorporation / Establishment	
6	Legal Status (Govt./PSU/Public/Private etc.)	
7	<p>Complete Business Address for Correspondence</p> <p>Location: Street: City: Pin Code:</p>	
8	<p>Name of the Head of the Organization</p> <p>Designation Telephone Number Fax Number e-Mail Address</p>	
9	<p>Name of the Contact /Authorized Person</p> <p>Designation Telephone Number Fax Number e-Mail Address</p>	
10	Official Website of the Company	
12	Quality Certification, if any	

Note: Please enclose proof at the relevant points.

(Signature)

Date:
Place:

Name:
Designation:

6.4 PRE-QUALIFICATION RESPONSE (to be filled by the bidder)

S No	Description	Compliance (Yes/No)	If Compliance is Yes, then your Response	Proofs enclosed at Page No.
1.	The bidder(s) must be OEM or authorized distributor/dealer of OEM. The Bidders must enclose authorization letter from OEM in specific reference to this tender clearly mentioning an undertaking that in case of default by the Bidder, the OEM shall take over all the responsibilities of the Bidder.		Enclose the proof or certificate to this effect.	
2.	The Bidder should not be under declaration of integrity, for corrupt & fraudulent practice by the bank/ recognized Government Institute. (Valid & Up to date Documentary Evidence to be enclosed point wise)Please enclose copy of the Balance Sheet and certificate of requisite Turnover in this regard duly certified by your Chartered Accountants / Auditors .		Enclose the proof or certificate to this effect.	
3.	Copy of latest Income Tax Clearance Certificate and PAN Card should also be enclosed.		Enclose the proof or certificate to this effect.	
4	The registration number of the bidder along with the CST Number & TIN Number allotted by the Sales Tax Authorities must be given in the tender bid.		Enclose the proof or certificate to this effect.	
5	Bidder(s) company should have turnover of at least 50 lakh for the financial year ending on 31-03-2016.		annual turnover (in lacs) supported with document	

6.	Bidder (s) Company should have strength of at least 50 professional.		Enclose a list of Regular Employee	
7.	Bidder must be ISO 9000:2000 certified Company. <i>This clause is not applicable to Government Departments and Public Sector Undertakings.</i>		Attach Photocopy of Certificate	
8	Successful bidder has to appoint two application development professional at NIT Hamirpur during the first two year of the contract.			
9	The Bidder should be a National Level IT Organization with experience in the field of application software conceptualization, design, development, deployment, Customization and maintenance in the Higher Education Industry since the last 10 years.		Enclose the proof or certificate to this effect.	
10	The bidder must be expert in Educational Campus Management Information System (MIS) domain and have successfully installed similar software at least two similar institutions such as IIT/NIT/University of repute in govt. sector in India during last five years.		Enclose copy of supply order and successful completion certificate of the work order.	

6.5 DEVIATIONS FROM THE DETAILED TECHNICAL SPECIFICATIONS

Following are the Deviations and Variations from the detailed specifications given in this Tender. These deviations and variations are exhaustive. Except for these deviations and variations, all the goods and services shall be provided as per the specifications mentioned in the tender document.

S No	Clause No	Page No	Statement of Deviations and Variations

Note: Please write **No Deviation or –Nil-** if there are no deviations in the scope of work.

(Signatures)

Date:

Place:

Name:

Designation:

Seal

6.6 DEVIATIONS FROM THE TERMS AND CONDITIONS

Following are the Deviations and Variations from the terms and conditions of this Tender. These deviations and variations are exhaustive. Except for these deviations and variations, all the terms and conditions are acceptable to us.

S No	Clause No	Page No	Statement of Deviations and Variations

Note: Please write **No Deviation or –Nil-** if there are no deviations in the scope of work.

(Signatures)

Date:

Place:

Name:

Designation:

Seal

6.7 ORIGINAL EQUIPMENT MANUFACTURER (OEM) FORM

(ON THE LETTER HEAD OF THE BIDDER)

Tender No.: _____

Date : _____

To
The Director,
National Institute of Technology, Hamirpur
(HP)-177005.

Dear Sir,

We manufacturers of original equipment's at (address of factory) do hereby authorize M/s. (**Name and address of Agent**) to submit a bid, negotiate and receive the order from you against your tender enquiry.

We hereby extend our full guarantee and warranty as per clause the general Conditions of Contract and Clauses of the Special Conditions of Contract for the goods and services offered by the above firm.

Yours faithfully,
(Name)
(Name of manufactures)

6.8 ANNEXURE-B-1

BIDDER'S COMPLIANCE STATEMENT FOR ANNEXURE: A-1

S. No.	Compliance Statements	Tenderer/Bidder's Response [YES/NO]
1	Is the Bidder/Tenderer ready to maintain the Items as per detailed specifications given in Annexure: A1?	
2	Has the Bidder/Tenderer quoted for three years comprehensive maintenance Blade Sever and Chassis equipment's as listed in Annexure: A-1 along with compliance of the terms and conditions?	
3	Has the Bidder/Tenderer understood all the items as well as specifications mentioned in Annexure: A1 and no such additional terms & conditions from the Bidder/Tenderer will be accepted, at a later stage?	
4	Has the Bidder/Tenderer provided acceptance for on-site comprehensive support for one (1) year for all the Items as per Annexure: A1?	
5	The Bidder/Tenderer should note that the spares used in the replacements/repairs supplied by them should be of the same model and manufacturer as the existing devices installed in the Computer Centre of NITH as per Annexure: A1. No other brand is permissible. Does the Tenderer agree to the condition?	
6	Has the Bidder/Tenderer provided Original copy of latest, currently dated, authorization letter from parent or OEM, which should address authorization to submit this bid, provide system/spare parts to NITH and maintenance support for a minimum period of one (1) years from the date of award of AMC.	
7	Does the Bidder/Tenderer agree that they will be entirely responsible to maintain the current performance of the Items as per Annexure: A1?	
8	Does the Bidder/Tenderer agree to resolve all issues related to compatibility of hardware devices, drivers and other system software?	
9	All the equipment's mentioned in Annexure: A-1, are currently in working state and free from any defects. In case, a part thereof or the whole equipment is found defective, the same will have to be rectified/ replaced on free of charge basis without lapse of time. Such part or the equipment should be of the same make and model as the defective one. In case the equipment's are not repaired/ replaced within the "Service Time" quoted, the bidder agrees that suitable action may be taken by the NITH and the penalty may be imposed as specified in the tender document.	
10	Has the bidder/tenderer performing such activity (AMC) in any other academic institutes like NITs/ IITs/ Central Universities etc.?	
11	Has the bidder/tenderer agreed to upgrade all firmware of the equipment's?	

6.9 ANNEXURE-B-2

BIDDER'S COMPLIANCE STATEMENT FOR ANNEXURE: A-2

S. No.	Compliance Statements	Tenderer/Bidder's Response [YES/NO]
1	Is the Bidder/Tenderer ready to maintain the Items as per detailed specifications given in Annexure: A2?	
2	Has the Bidder/Tenderer quoted for three years comprehensive maintenance SAN and NAS equipment's as listed in Annexure: A-2 along with compliance of the terms and conditions?	
3	Has the Bidder/Tenderer understood all the items as well as specifications mentioned in Annexure: A2 and no such additional terms & conditions from the Bidder/Tenderer will be accepted, at a later stage?	
4	Has the Bidder/Tenderer provided acceptance for on-site comprehensive support for one (1) year for all the Items as per Annexure: A2?	
5	The Bidder/Tenderer should note that the spares used in the replacements/repairs supplied by them should be of the same model and manufacturer as the existing devices installed in the Computer Centre of NITH as per Annexure: A2. No other brand is permissible. Does the Tenderer agree to the condition?	
6	Has the Bidder/Tenderer provided Original copy of latest, currently dated, authorization letter from parent or OEM, which should address authorization to submit this bid, provide system/spare parts to NITH and maintenance support for a minimum period of one (1) years from the date of award of AMC.	
7	Does the Bidder/Tenderer agree that they will be entirely responsible to maintain the current performance of the Items as per Annexure: A2?	
8	Does the Bidder/Tenderer agree to resolve all issues related to compatibility of hardware devices, drivers and other system software?	
9	All the equipment's mentioned in Annexure: A-2, are currently in working state and free from any defects. In case, a part thereof or the whole equipment is found defective, the same will have to be rectified/ replaced on free of charge basis without lapse of time. Such part or the equipment should be of the same make and model as the defective one. In case the equipment's are not repaired/ replaced within the "Service Time" quoted, the bidder agrees that suitable action may be taken by the NITH and the penalty may be imposed as specified in the tender document.	
10	Has the bidder/tenderer performing such activity (AMC) in any other academic institutes like NITs/ IITs/ Central Universities etc.?	
11	Has the bidder/tenderer agreed to upgrade all firmware of the equipment's?	

FORMAT FOR PERFORMANCE GUARANTEE BOND

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred)
(TO BE ESTABLISHED THROUGH ANY OF THE NATIONAL BANKS.)

To,
Registrar,
National Institute of Technology, Hamirpur
Himachal Pradesh-177005.

LETTER OF GUARANTEE

WHEREAS National Institute of Technology, Hamirpur (NIT Hamirpur) (Buyer) have invited Tenders vide Tender No..... Dt. for purchase of AND WHEREAS the said tender document requires that any eligible successful tenderer (seller) wishing to supply the equipment / Machinery/Service/AMC etc. in response thereto shall establish an irrevocable Performance Guarantee Bond in favour of “Registrar, National Institute of Technology, Hamirpur (H.P.)” in the form of Bank Guarantee for Rs (10% (five percent) of the purchase value) and valid till one year or upto warranty period whichever is later from the date of issue of Performance Guarantee Bond may be submitted within 45 (Forty Five) days from the date of Order awarded to successful Bidder.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said tenderer (seller) failing to abide by any of the conditions referred in tender document/purchase order/performance of the equipment/machinery, etc. this Bank shall pay to National Institute of Technology, Hamirpur (H.P.) on demand and without protest or demur Rs (Rupees.....).

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

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

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs. (Indian Rupees only).
2. This Bank Guarantee shall be valid up to(date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if NIT Hamirpur serve upon us a written claim or demand on or before (date).

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at situated at (Address of local branch).

Yours truly,
Signature and seal of the guarantor:
Name of Bank:
Address:
Date:

Instruction to Bank: Bank should note that on expiry of Bond Period, the Original Bond will not be returned to the Bank. Bank is requested to take appropriate necessary action on or after expiry of bond period.