



NATIONAL INSTITUTE OF TECHNOLOGY ROURKELA – 769 008, ODISHA

ADVERTISED TENDER

Tender Notice No.: NITR/PW/CC/2022/15

Dates: 21/10/2022

“TENDER FOR FACILITY MANAGEMENT SERVICE FOR NETWORK MANAGEMENT” FOR 3 YEARS AT COMPUTER CENTER, NIT ROURKELA.

Sealed Tenders are invited through “e-Procurement” module of ITI e-wizard Portal (<https://mhrd.euniwizarde.com>) from interested and eligible firms/ companies/ proprietors/ individuals for award of a Network Management contract on the following terms and conditions.

1. List of ANNEXURE:

a.	List of Network Equipment (active devices)	ANNEXURE-1
b.	Check list for preparation of Bid/Tender	ANNEXURE-2
c.	Instruction to Bidder and tender processing formality	ANNEXURE-3
d.	Letter of Undertaking and Format of particulars oftender	ANNEXURE-4 & ANNEXURE-4A
e.	Financial Capacity	ANNEXURE-5
f.	BOQ (Bill of Quantity) /Price bid /quoted price/ Schedule of Rates format	ANNEXURE-6
g.	General Conditions of Contract	ANNEXURE-7
h.	Scope of Work	ANNEXURE-8
i.	Special Conditions of Contract	ANNEXURE-8A

2.1 Important Dates:

- Pre-Bid meeting to be held on **01/11/2022** at Computer and Informatics Centre, NIT Rourkela.
- Last date of submission of bid in e- Procurement portal of Ministry of Education by M/s ITI Limited (<https://mhrd.euniwizarde.com>) on **14/11/2022 at 11:00 AM.**
- Opening of Techno-commercial Bid of the tender on **15/11/2022 at 11:00 AM.**
- EMD amount of **INR 3,00,000/- (Rupees Three Lac only)** & **Tender Cost(Non-refundable)** of **INR 1,000/- (Rupees One Thousand only)** need to be submitted through online mode of ITI e-Wizard Portal, Ministry of Education Govt. of India (<https://mhrd.euniwizarde.com>) only.

- Tender document is available in ITI e-Wizard Portal (<https://mhrd.euniwizarde.com>.) or may be downloaded from the website of National Institute of Technology, Rourkela i.e. https://nitrkl.ac.in/OldWebsite/Jobs_Tenders/11Miscellaneous/Default.aspx

3. **ELIGIBILITY:**

I. Status: The Bidder shall necessarily be a legal entity either in the form of a sole proprietorship, partnership firm or a Private Limited Company or Limited Company registered under the Companies Act. Bidder in the form of JV/ consortium may be permitted. A proof on status the bidder shall be submitted. The bidder must have its head office or branch office in Bhubaneswar (Or any other places in Odisha)/Kolkata/Jamshedpur/Ranchi.

II. Financial Capacity: The bidders should have the **minimum annual turnover of Rupees Fifty (50) Crores** during the **last five (5) financial years (2016-2017, 2017-2018, 2018- 2019, 2019-2020, 2020-2021)**. Relevant proof for supporting the above shall be submitted failing which the same shall be treated as void. The firms must be willing and/or capable to invest on minimum three month's expenses before being reimbursed the claim. The Institute reserves the right to waive this requirement if convinced of the capability.

III. Extreme Networks Certification:

As 95% of the network devices at NIT-Rourkela are products of "Extreme Networks". Hence, the bidder must be an authorized service provider for "Extreme Networks". The bidder must produce a Letter of Authorization from the OEM (Extreme Networks). Any bid without the same is liable for rejection.

IV. Experience:

Bidders must have an experience to deal with all apparatus, devices, manufactured by M/S Extreme Networking currently in operation/use at NIT Rourkela in every aspect.

- a. Bidder must have 10 years of experience in maintenance of large computer center comprising of active components like Routers, ISP link load balancer, UTMs, Firewalls, High end Core Switch (40G, 10G capable, SDN based), L3 (40G & 10G), Distribution Switches, L2 (1G) Edge Switches, Wireless Controllers and Access Points, Video Conferencing System, Biometric Attendance System, IP-Telephone, IP Based CCTV Surveillance System, etc. and passive components like 40G/10G/1G fiber optic cable and CAT 6 UTP cable, etc. A detail of network equipment installed in the campus wide network of NIT Rourkela is listed in **Annexure – I**.
- b. Bidders should have an office at Rourkela & adequate experienced & trained staff to deal with the service to be provided.
- c. Bidder must have successfully executed Facility Management Service (FMS) or AMC for IT networking in Large Academic Institution/Public Sector Undertaking like IITs, NITs, CFTIs, SAIL, BHEL, NTPC etc. during last 5 years. Purchase Order/Work Order must be enclosed.

V. Registration: The Bidder should be registered with Income Tax, GST and Employees Provident Fund Organization, Employees State Insurance Corporation (as applicable), Labour License. Relevant proof in support shall be submitted.

VI. The tenders submitted in digital mode through the e-Procurement portal shall be subject to information and technology Act.

**Sd/-
REGISTRAR**

Equipment now in Operation/use at NIT Rourkela which are to be operated & serviced by the successful bidder

1. List of Network Equipment (Active Devices):

Sl. No.	Network/ Security Devices	Make & Model	Quantity
1	ISP Link Load Balancer	ARRAY 2800	02
2	UTM/ Firewall	Checkpoint 13500	01
3	UTM Management Server	Checkpoint Smart 1	01
4	L3 Core switch	Extreme Balck Diamond X8	01
		Extreme Black Diamond 8810	02
5	L3 40G Distribution switch	Extreme Summit X670-G2	03
6	L3 10G Distribution switch	Extreme Summit X460-G2-24t	25
		Extreme Summit X460-24x	03
7	L2 1G Distribution switch	Extreme Summit X440-24t	36
		Extreme Summit X350-24t	17
8	L2 1G Access switch	Extreme Summit X440-48t	216
		Extreme Summit X440-8p	20
		Extreme Summit X440-24p	40
		Extreme Summit X430-48t	80
		Extreme Summit X430-24t	20
		Extreme Summit X150-48t	80
		Extreme Summit X150-24t	30
		HP A5120 - 24G PoE	20
		NETGEAR GS724Tv4 - 24 port	25
NETGEAR 8 port switch	30		
9	Wireless Controller	Extreme WM3700	02
		Extreme Wings (VMWare)	01
		Cambium CN Maestro (VMWare)	01
10	Access Points	Extreme AP 4600	40
		Extreme AP 460I-WR (outdoor AP)	10
		Extreme AP (Indoor - New)	10
		Cambium CN Pilot e410	20
		GrandStream AP	02
		Netgear AP	01
11	Network Management System (NMS)	Make: Extreme Networks Model: NetSight	Can manage up to 500 devices
12	DHCP Server	For providing Dynamic IP address	02
13	DNS Server		01
14	Checkpoint Log Server (External)	For keeping logs of HTTP/ HTTPS, SMTP, Authentication, Virus, Spam and BOT, etc.	01
15	IP Telephone		500
16	Surveillance Camera		150

Note: Number, make and model of active devices (Link Load Balancer, Firewall, Switches, Access points) may increase or vary subject to procurement of new devices or expansion of network.

2. Location wise installation details of Network Devices:

Sl. No	Location	Devices	Make/ Model	Quantity	Nodes (Aprox.)
1	Data Centre	ISP Link Load	ARRAY 2800	02	40
		UTM/Firewall	Checkpoint 13500	01	
		UTM Management	Checkpoint Smart-1	01	
		Wireless Controller	Extreme WM3700	02	
			Extreme Wings	01	
			Cambium CN	01	
		Core Switch	Summit BD X8	01	
		Core Switch	Summit BD 8810	02	
		40G Switch	Summit X670-48x	01	
		10G Switch	Summit X460-24t	05	
		1G Switch	Summit X440-48t	03	
			Summit X440-24t	01	
			Summit X440-8p	01	
			Summit X440-24p	02	
Summit X350-24t	02				
Summit X150-48t	01				
Summit X150-24t	01				
2	Purchase & Works	1G Switch	Summit X440-48t	01	40
3	Academic Section	1G Switch	Summit X150-48t	01	40
4	Finance & Accounts	1G Switch	Summit X440-24p	01	20
5	Dispatch Section	1G Switch	Summit X430-48t	01	40
6	Senate Hall	1G Switch	Summit X430-24t	01	20
7	Dean Office	1G Switch	Summit X440-24t	01	20
8	Board Room	1G Switch	Summit X440-8p	02	06
9	Director Office	1G Switch	Summit X440-8p	01	30
			Summit X430-24t	01	
			Summit X440-24p	01	
10	Director Residence	1G Switch	Summit X440-8p	01	04
11	Registrar Residence	1G Switch	Netgear - 8 port	01	02
12	Health Centre	10G Switch	Summit X460-24x	01	20
			Summit X440-24t	01	
			Summit X150-24t	01	
13	Guest House (South)	1G Switch	Summit X440-24p	01	15
14	Guest House (North)	1G Switch	Summit X150-24t	01	10
15	Estate MRS	1G Switch	Summit X440-8p	01	10
16	Estate & Maintenance	1G Switch	Summit X430-48t	01	30
			Summit X440-24t	01	
17	FR Flat (6 Buildings)	1G Switch	Summit X440-24t	01	170
			Summit X350-24t	01	
			Summit X150-48t	04	
			Summit X440-8p	01	
			Summit X440-48t	02	
18	FR - A & B	1G Switch	Summit X430-48t	02	160

			Summit X440-48t	02	
19	Central Library	1G Switch	Summit X440-48t	02	160
		1G Switch	Summit X440-24t	01	
		1G Switch	Summit X150-48t	02	
20	Ceramic Department	1G Switch	Summit X440-48t	04	270
			Summit X430-24t	01	
			Summit X430-48t	02	
21	Chemical Dept.	1G Switch	Summit X440-48t	01	500
			Summit X150-48t	01	
			Summit X150-24t	01	
			Netgear 24 port	03	
			Huawei 24 port	15	
22	Chemistry Dept.	1G Switch	Summit X440-48t	02	140
			Summit X430-48t	01	
			Summit X150-24t	01	
23	Civil Dept.	1G Switch	Summit X440-48t	06	350
			Summit X430-24t	01	
			Summit X440-24t	01	
			Summit X150-24t	03	
24	Computer Sc. Dept.	1G Switch	Summit X440-48t	20	1000
			Summit X430-48t	04	
			Summit X440-24t	02	
			Summit X430-24t	02	
			Summit X440-24p	05	
			Summit X350-24t	01	
			Summit X150-48t	01	
			Summit X150-24t	02	
25	Counselling Building	1G Switch	Summit X430-48t	01	76
			Summit X440-48t	01	
26	Electrical Dept.	1G Switch	Summit X440-48t	11	600
			Summit X350-24t	01	
			Summit X150-48t	02	
			Summit X150-24t	03	
27	Electronics Dept.	40G Switch	Summit X670-G2-48x	01	950
		1G Switch	Summit X440-48t	16	
			Summit X350-24t	01	
			Summit X150-48t	05	
			Summit X150-24t	01	
28	Humanities Dept.	1G Switch	Summit X430-48t	02	120
			Summit X440-24p	01	
29	LA 1	40G Switch	Summit X670-48x	01	800
		10G Switch	Summit X460-G2-24t	02	
		1G Switch	Summit X440-48t	16	
			Summit X440-24t	01	
			Summit X440-24p	06	
			Summit X150-48t	01	
			HP 24 port PoE	06	
30	LA 2	1G Switch	Summit X440-24t	01	10

31	Life Science Dept.	1G Switch	Summit X440-48t	05	200
			Summit X430-48t	01	
32	Mathematics Dept.	1G Switch	Summit X440-48t	03	200
			Summit X430-24t	01	
			Summit X430-48t	01	
			Summit X350-24t	01	
			Summit X150-24t	01	
33	Mechanical Dept. (Old)	1G Switch	Summit X440-48t	07	400
			Summit X440-24t	01	
34	Mechanical Dept. (New)	1G Switch	Summit X440-48t	03	500
			Summit X430-48t	08	
			Summit X440-24p	05	
35	Industrial Design Dept.	1G Switch	Summit X430-48t	05	250
			Summit X440-24t	02	
			Summit X440-24p	01	
36	Metallurgy Dept.	1G Switch	Summit X440-48t	02	100
			Summit X430-48t	01	
37	Mining Dept.	1G Switch	Summit X440-48t	08	350
			Summit X350-24t	01	
			Summit X150-24t	02	
38	PG Building	1G Switch	Summit X440-48t	03	160
			Summit X430-48t	01	
			Summit X150-24t	01	
39	Physics Dept.	1G Switch	Summit X440-48t	02	250
			Summit X430-48t	03	
			Summit X430-24t	01	
			Summit X440-24p	01	
			Summit X150-24t	01	
40	Dilip Tirki Stadium	1G Switch	Summit X150-24t	01	10
			Summit X440-8p	01	
41	SAC Building	1G Switch	Summit X150-24t	01	17
42	TIIR Building	1G Switch	Summit X440-48t	05	350
			Summit X430-48t	03	
			Summit X440-24p	01	
43	Telephone Exchange	1G Switch	Summit X440-48t	01	10
			Summit X440-8p	01	
44	P P Auditorium	1G Switch	Summit X150-48t	01	20
45	Central Work Shop	1G Switch	Summit X440-48t	01	50
			Summit X150-24t	01	
46	Biotech. & Medical Eng.	1G Switch	Summit X440-48t	02	590
			Summit X350-24t	02	
			Summit X150-48t	09	

			Summit X150-24t	01	
			Summit X430-48t	02	
			Summit X430-24t	01	
47	AC Plant	1G Switch	Summit X440-48t	01	20
48	B B Auditorium	1G Switch	Summit X440-24p	01	20
49	Golden Jubilee Bldg.	1G Switch	Summit X 440-8p	01	200
50	S S B Hall of Residence	1G Switch	Summit X440-24p	01	170
			Summit X430-48t	01	
			Summit X440-48t	03	
51	K M S Hall of Residence	1G Switch	Summit X440-48t	01	350
			Summit X430-48t	02	
			Summit X440-24p	01	
			Summit X150-48t	03	
			Summit X150-24t	04	
52	M V Hall of Residence	1G Switch	Summit X440-48t	08	380
			Summit X430-24t	01	
			Summit X440-8p	01	
			Summit X440-24p	03	
53	G D B Hall of Residence	1G Switch	Summit X440-48t	10	600
			Summit X430-48t	01	
			Summit X430-24t	01	
			Summit X350-24t	02	
			Summit X150-48t	03	
54	D B A Hall of Residence	1G Switch	Summit X440-48t	05	550
			Summit X440-24t	01	
			Summit X150-48t	01	
			Summit X430-48t	08	
55	M S S Hall of Residence	1G Switch	Summit X440-48t	06	460
			Summit X430-48t	01	
			Summit X350-24t	01	
			Summit X150-48t	04	
			Summit X440-24p	01	
56	C V R Hall of Residence	10G Switch	Summit X460-G2-24t	01	1100
		1G Switch	Summit X440-48t	05	
			Summit X440-24t	01	
			Summit X430-24t	01	
			Summit X350-24t	02	
			Summit X150-48t	16	
			Summit X150-24t	02	
58	H B Hall of Residence	10G Switch	Summit X460-24x	02	500
		1G Switch	Summit X440-48t	04	
			Summit X440-24t	02	
			Summit X350-24t	01	
			Summit X150-48t	05	
			Summit X150-24t	03	
			Summit X440-8p	01	

			Summit X430-48t	01	
			Summit X440-24p	04	
59	V S Hall of Residence	1G Switch	Summit X440-48t	07	1050
			Summit X440-24t	01	
			Summit X350-24t	01	
			Summit X150-48t	24	
			Summit X430-24t	02	
			Summit X430-48t	02	
60	S D Hall of Residence	1G Switch	Summit X440-48t	22	900
			Summit X440-24t	04	
			Summit X440-8p	01	
			Summit X430-48t	04	
			Summit X430-24t	02	
			Summit X150-24t	01	
61	V K Hall of Residence	1G Switch	Summit X440-48t	03	150
			Summit X430-48t	01	
			Summit X440-8p	01	
Wireless Access Points					
Sl. No.	Location	Access Point	Quantity		
1	Finance & Accounts	Extreme AP4600	01		
2	Biotech. & Medical	Extreme AP4600	02		
3	Board Room	Extreme AP4600	01		
4	Director Office	Extreme AP4600	01		
5	Data Centre	Extreme AP4600	01		
6	Electronic Dept.	Extreme AP4600	06		
		Cambium cnPilot e410	02		
7	Metallurgy Dept.	Extreme AP4600	02		
8	Guest House (South)	Extreme AP4600	09		
9	Comp. Sc. Dept.	Extreme AP4600	02		
		Cambium cnPilot e410	01		
10	New Mechanical & ID	Extreme AP4600	04		
11	TIIR Building	Extreme AP4600	02		
12	Civil Dept.	Extreme AP4600	01		
13	Director Residence	Extreme AP4600	01		
14	PP Auditorium	Extreme AP4600	01		
15	Life Sc. Dept.	Cambium cnPilot e410	01		
		Grandstream AP	01		
16	Registrar Office	Cambium cnPilot e410	01		
17	Registrar Residence	Cambium cnPilot e410	01		
18	Purchase & Works	Grandstream AP	01		
19	HOD-CC Room (LA)	Netgear AP	01		
20	Central Library	Extreme AP4600	02		
21	CVR Hall	Extreme AP4600	02		
Network Supported Devices					
Sl. No.	Location	Device	Quantity		
1	Institute & FR flats	IP Telephone	500		
2	Institute, Hostels, Residential area, Hill Top	Surveillance Camera	150		

Total no of nodes: 15,560 (approx.)

CHECKLIST FOR BIDDER

Sl. No.	Particulars	Yes / No	Page No.
1.	Have you filled in and signed the details and enclosed relevant documents?		
2.	Have you read and understood various conditions of the contract and are willing to abide by them?		
3.	Have you submitted the EMD of Rs 3,00,000/- and Tender Cost of Rs 1,000/- through online mode of ITI e-Wizard Portal.		
4.	Have you taken prints of all the sections of the Tender in the prescribed paper size and signed on all pages of the Tender document and submitted in the e-Procurement module of ITI e-Wizard Portal.		
5.	Have you attached proof of having met the eligibility criteria?		
6.	Have you attached self-attested copy of the documents to show the financial status of Bidder?		
7.	Registration with Government bodies like IT, GST, ESIC, EPF and Legal Entity – Have you attached a copy of each of the certificate?		
8.	Have you attached the self-attested Order Copies issued by the organization / Govt. Depts. if any?		
9.	Have you attached the proof of authorization to sign on behalf of the Bidder?		
10.	Has your Technical Bid been submitted as per the requirements of the Tender?		
11.	Is your BOQ / financial Bid submitted as per the prescribed MS Excel Format in the e-Procurement module of ITI e-Wizard Portal?		
12.	Have you submitted the tender documents in two parts within the respective cover in the e-Procurement module of ITI e-Wizard Portal (https://mhrd.euniwizarde.com) ?		

Signature of Bidder

NATIONAL INSTITUTE OF TECHNOLOGY, ROURKELA**INSTRUCTIONS TO BIDDERS****TENDER NOTICE No.: NITR/PW/CC/2022/15****DATED: 21/10/2022**

1. The Bidder shall submit the tender in two parts in the e-Procurement module of ITI e-Wizard Portal (<https://mhrd.euniwizarde.com>) consisting of **Part-I (Techno-commercial)** and **Part-II- Financial Bid** (i.e. BOQ) each in separate cover. **Bid Security/EMD for INR 3,00,000/- (Rupees Three Lac only) and Tender Cost (Non- refundable) for INR 1,000/- (Rupees One Thousand only)** need to be submitted through online mode of e-Procurement module of ITI e-Wizard Portal, MoE. Bid security/EMD of unsuccessful bidders during first stage i.e. Technical Evaluation will be returned to them without any interest at the earliest and latest on or before **30 days** of declaration of result of first stage i.e. Technical Bid Evaluation and of unsuccessful bidder during second stage i.e Financial Evaluation, will be returned to them at the earliest and latest on or before 30 days after award of contract to L1 bidder. Tenders not accompanying with EMD & Tender Cost and MSME Cert. (if avail) shall be considered as invalid and rejected.
2. Duly filled in tenders are to be submitted electronically in the e-Procurement module of ITI e-Wizard (<https://mhrd.euniwizarde.com>) portal within the date & time mentioned in the Tender clause no. 2.1 (page no.1). No tender is acceptable through any other mode.
3. The cover containing EMD & Tender Cost/ MSME (if avail) shall be opened first at the time of opening of technical bid. The Part-I offer of those bidders, whose EMD & Tender Cost MSME (if avail) are found in order and submitted as prescribed at (1) above, will be opened immediately thereafter. Otherwise the offer will be considered as invalid and Part-I will not be opened.
4. The price discovery against this tender will be through e-Procurement module of ITI e-wizard limited.
5. The tender shall be valid for **90 days** for acceptance from the date opening of the price bid withdrawal in between shall entail the forfeiture of Bid Security (EMD).
6. Tenders not received in the prescribed forms as specified in the invitation to Tender will be liable for rejection.
7. The period of contract will be **three years** from the date of issue of work order, unless extend otherwise.
8. The Tenderer(s) shall dully fill in the "**Form of Tender**" enclosed as **Annexure - 4A** in the tender documents and submit along with **Techno-Commercial Bid (Part-I)** of the tender. Non- submission of duly filled in & signed form of tender shall make the tender liable for rejection.
9. The invitation to Tender, Instructions to Bidders, Special Conditions of Contract & General Conditions of Contract, form of tender along with the rates quoted with the Letter of Acceptance and Contractor's Letter of acknowledgement shall form the contract. In case of any conflict between the terms mentioned in General Conditions of Contracts and Special Conditions of Contract, the latter shall prevail.
10. The Tenderer(s) shall furnish the following documents as part of **Techno-commercial Bid, with an index page and serially numbered pages properly:**

- 10.1. Category of Bidder, whether Proprietary Firm, Registered Firm, Registered Partnership Firm, Private Limited Company, Limited Company, Public Limited Company, etc. along with following documents:
- i. In case of Proprietary Firm, attested copy of affidavit of Sole Proprietary.
 - ii. In case of Partnership Firm, attested copy of Partnership deed along with amendments if any and proof of registration if any.
 - iii. In case of Limited Companies, Memorandum & Articles of Association, Certificate Incorporation, Authorized, subscribed and paid up capital.

If required, the original documents will have to be produced for verification.

- 10.2. Tender by a partnership firm shall be signed in the firm's name by one of the partners duly authorized by other partners. Tender by Joint Stock Company shall be signed in the name of the company, by a person duly authorized on its behalf. A power of attorney or other satisfactory proof showing that the person signing the tender document on behalf of the company is duly authorized to do so, shall accompany the tender. Tender submitted by the Bidder without furnishing the full particulars or submitting tender documents without strictly adhering to the directions given herein shall be rejected.
- 10.3. Information about officer of the firm/ Company being an employee, past or present or relationship of any employee of NIT, RKL with Proprietor, Partner Director of the firm is to be furnished.
- 10.4. Whether the Bidder or any of the Proprietor, Partner, Director, Shareholders or their spouse working as contractors in NIT or any Government Department / Public Undertaking has been:
- a. Black listed.
 - b. Removed from the approved list of Contractors.
 - c. Demoted to lower class of job.
 - d. Under Orders for banning of suspending business with him/ them.

If yes, give the details indicating the period.

10.5. Banning of Business Dealings:

- a) If it is found during processing of the Tender, the Bidder or his representative has resorted to corrupt, fraudulent practices including misrepresentation of facts and/or fudging /forging/tampering of documents, the bid submitted by the Bidder shall be disqualified and a ban or any further business dealings shall be imposed for a specified period under the laid down procedure of NIT, Rourkela.
- b) If it is found during the validity of the Contract that the Contractor/Bidder or his agent/representative or any other person claiming interest under him, indulges in any malpractice/activity prejudicial in the interest of the NIT or detrimental to the Plant/Unit, equipment and property, the said Contract may be terminated at once and a ban on any further business dealings shall be impose for a specified period under the laid down procedure of the Company.

10.6. Contractor's Background:

Persons convicted for any criminal offence involving turpitude/ economic offences (other than freedom struggle) would not be eligible for allotment of Contract and if such a person is allotted the Contract by suppression of information, it will be cancelled.

- 9.7 RPFC Registration Code Number, if any.
- 9.8 Registrations with ESI, if applicable.
- 9.9 Copy of Balance Sheet, Profit & Loss Account and Income Tax Return (Duly attested by Notary) for **preceding five years** from the date of tender.
- 9.10 Details of the bank account indicating the name of bank branch & account number to which payment is to be made in the **Mandate Form**.
- 9.11 Copies of Permanent Account Numbers (PAN Card).
- 9.12 GST Registration Number.
- 9.13 The tenderer is advised to inspect all the institute facilities & satisfy himself before submitting his tender as to the nature of work. No complaints on these accounts shall be entertained after submission of the tender. The inspection of the site can be made from **01/11/2022 to 04/11/2022 between 03:00 PM to 05:00 PM** on prior appointment.
- 11. Financial Bid (BOQ):** Bidder should prepare financial Bid in the BOQ as provided in the Microsoft Excel (.xls) format. Considering the volume and criticality of the work, bidder must quote justified rate so that quality of service and performance of the resources deployed should not be compromised.
- 12. BID OPENING PROCEDURES:**
 - 11.1 The Technical Bids may be opened at NIT Rourkela, on the specified date & time by the Committee authorized by the competent authority of NIT Rourkela.
 - 11.2 If the selected bidder does not provide services in the stipulated time, gets terminated or leaves the contract, the selection of next eligible bidder for the same work may be considered.
- 13. CLARIFICATION ON TECHNICAL BID EVALUATION:**
 - 12.1 The technical bids shall be evaluated based on the available documents submitted by the bidder in the e-Procurement module of ITI e-wizard portal (<https://mhrd.euniwizarde.com>). To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Institute may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Institute shall not be considered. The Institute's request for clarification and the response shall be in writing through e-wizard portal of Ministry of Education.
 - 12.2 If a bidder does not provide clarifications of its bid by the date and time set in the Institute's request for clarification, the bid may be rejected.
 - 12.3 Institute also reserves right to seek confirmation/ clarification from the issuer agency, on the supporting documents submitted by the bidder.
- 14. TECHNICAL BID EVALUATION:** The bidders who qualify in the technical evaluation may be intimated through the e-Procurement module of e-Wizard Portal.
- 15. FINANCIAL BID OPENING PROCEDURE:** The Financial Bids (BOQ) of all technically qualified Bidders may be opened on the scheduled date and time.
- 16.** Tenders containing overwriting or erasing, without authentication with full signature in the pages(s) of "Schedule of Rates" (Financial Bid) and amount / quantity not shown in figures and words will be liable for rejection.
- 17.** The rates quoted in the tender by the Bidder shall be in figure as well as in words. In case of discrepancy in the rate(s) amount between figure and words, the value written in words shall be taken as finally quoted rate(s) / amount.
- 18.** Tender(s) with rates in units different from those prescribed in "Schedule of Rates" will be liable for rejection. Tenders not received in the prescribed format specified herein shall be liable for rejection.

19. The rate in the tender shall cover all statutory duties/ taxes/ levies, as on date of tender, except GST.
20. Conditional tenders either in Part-I or Part-II of the tender shall be liable to be rejected. Bidder must go through all the terms and conditions provided in the set of tender document and submit bonafide offer.
21. Any request from the Bidder in respect of additions, alterations, modifications, corrections etc. of either terms and conditions or rates of his tenders after opening of the tenders, shall not be entertained under any circumstances. If the Bidder withdraws his tender after opening of the tender, but before the expiry of the validity period of the tender, the Earnest Money shall be forfeited.
22. By submitting a tender for the work, the Bidder will be deemed to have satisfied himself that the rates quoted by him in the tender will be adequate to complete such work according to the specifications and conditions attached hereto and he has taken into account all conditions and difficulties that may be encountered during its progress /execution. Any complaint in this regard after submission of offer shall not be entertained.
23. Canvassing in any form is strictly prohibited and tenders submitted by the tender who resort to canvassing, will be liable for rejection. Authority of NIT Rourkela reserves the right to accept/ reject any or all bids, or cancel the tender process, or abandon the procurement of the service, or issue another tender for identical or similar service without assigning any reason thereof.
24. Tender documents are not transferable.
25. Proprietary Firm, Registered Firm, Registered Partnership Firm, Private Limited Company, Limited Company, Public Limited Company, etc. formed after floating date of the tender are not eligible for participating in the tender.
26. It shall be the responsibility of the persons/ firms submitting the tender to ensure that the tenders have been submitted in the formats and as per the terms and conditions prescribed in the NIT website and no change is made therein before submission of their tender. In the event of any doubt regarding the terms and conditions/ formats, the person concerned may seek clarifications from the authorized officer NIT Rourkela. In case any tampering/ unauthorized alteration is noticed in the tender submitted from the tender document available on the website, the said tender shall be summarily rejected and the company shall have no liability whatsoever on the matter.
27. The bidder must qualify all the eligible criteria. If more than one bidder secured L1, then respective bidder would be called for a technical presentation at NIT Rourkela. Based on the presentation the discretion of selecting the successful bidder from these bidders would solely be decided by NIT Rourkela.

28. For any clarification, please contact:

Prof. Manish Okade,
Department of Computer Centre
National Institute of Technology
Rourkela - 769 008, Odisha
Phone: 0661- 2462670/2671
E-mail: hod-cc@nitrkl.ac.in

OR

Assistant Registrar (Purchase and Works)
NIT Rourkela, Rourkela-769008
Ph. No.: 0661-2462051;
Email: purchase@nitrkl.ac.in

- 29. Security Deposit: - 3% of contract value** should be deposited to the Institute within 15 days from the date of issue of Work Order, in shape of Demand Draft (DD)/Bank Guarantee in favor of **"Director, NIT Rourkela"** payable at **Rourkela** from any Scheduled Commercial Bank except Co-operative and Gramin Bank. Security Deposit should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier. EMD (Earnest Money Deposit) amount of successful bidder will be returned after the receipt of performance security in case of award of contract to successful bidder. Please go through the enclosed "bid document" carefully for other bidding instructions.
- 30.** Before submitting the tender, the Bidder should ensure that the details/ documents submitted as per the check list.

31. INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bid electronically on the ITI e-Wizard Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the e-Wizard Portal, prepare their bids in accordance with the requirements and submit their bids online on the e-Wizard Portal. For more information, bidders may visit the ITI e-Wizard Portal <https://mhrd.euniwizarde.com>

30.1 REGISTRATION PROCESS ON ONLINE PORTAL

- a. Bidders to enroll on the e-Procurement module of the portal <https://mhrd.euniwizarde.com> by clicking on the link "Bidder Enrollment". Enrollment on the e-wizard Portal.
- b. The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the e-Wizard Portal. Bidders to register upon enrollment their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- c. Bidder must provide the details of PAN number, registration details etc. as applicable and submit the related documents. The user id will be activated only after submission of complete details. The activation process will take minimum 24 working hours. After completion of registration payment, you can also send your acknowledgement copy on our help desk mail id ewizardhelpdesk@gamil.com for activation of your account.
- d. A bidder should register only one valid DSC. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others, which may lead to misuse. Foreign bidders are advised to refer "DSC details for Foreign Bidders" for Digital Signature requirements on the portal.
- e. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / eToken.

30.2 TENDER DOCUMENTS SEARCH

- a. Various built in options are available in the e-Wizard Portal to facilitate bidders to search active tenders by several parameters. These parameters include Tender ID, organization, location, date, value, etc.
- b. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, a form of contract, location, date, other keywords etc. to search for a tender published on the Online Portal.
- c. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective '**Interested Tenders**' folder. This would enable the Online Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- d. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

30.3 BID PREPARATION

- a. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- c. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- d. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / PNG etc. formats. Documents in PDF format with maximum single file size of 100 Mb can be uploaded.

30.4 BID SUBMISSION

- a. Bidder to log into the site well in advance for bid submission so that he/she uploads the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b. The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c. Bidders must pay required payments (Form fee, EMD, Tender Processing Fee etc.) as mentioned before submitting the bid.
- d. The Tender Processing Fee (TPF) to be paid by bidder will be governed as per rules of e-wizard portal. Any queries regarding the same will be dealt by e-wizard helpdesk.
- e. Bidder to select the payment option mode as specified in the Schedule (EMD/FORM FEE Section) to pay the form fee/EMD wherever applicable and enter details of the instrument.
- f. The details of the Earnest Money Deposit (EMD)/Cost of tender document submitted physically to the Dept. and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected.
- g. A standard BOQ format has been provided with the tender document to be filled by all the bidders. Bidders to note that they should necessarily submit their financial bids in the prescribed format and no other format is acceptable.
- h. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- i. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
- j. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- k. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- l. Kindly have all relevant documents in a single PDF file.
- m. The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.
- n. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the document. For the file size of less than 1 MB, the transaction uploading time will be very fast.

30.5 AMENDMENT OF BID DOCUMENT

At any time prior to the deadline for submission of proposals, the NIT Rourkela reserve the right to add/modify/delete any portion of this document by issuance of a Corrigendum, which would be published on the website and will also be made available to the all the bidder who have been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

30.6 INSTRUCTION TO BIDDERS

- a. Process for Bid submission through ITI E-wizard portal is explained in Bidder Manual. Bidders are requested to download Bidder Manual from the home page of website <https://mhrd.euniwizarde.com>. Steps are as follows:

(Home Page \implies Downloads \implies Bidders Manual)

- b. The tenders will be received online through portal <https://mhrd.euniwizarde.com> in the technical bids, the bidders are required to upload all the documents in pdf format.
- c. Possession of Valid Class III Digital Signature Certificate (DSC) in the form of smart card/ e- Token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://mhrd.euniwizarde.com> Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available on the web site <https://mhrd.euniwizarde.com> under the link 'DSC help'
- d. Tenderers are advised to follow the instruction provided in the 'User Guide and FAQ' for the e-submission of the bids online through the ITI e-Wizard Portal for e-Procurement at <https://mhrd.euniwizarde.com>.
- e. The bidders has to "**Request the tender**" to portal before the "**Date for Request tender document**", to participate in bid submission.
- f. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- g. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
- h. Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein.
- i. No deviation to the technical and commercial terms & conditions allowed.
- j. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bids.
- k. e-Procurement support any queries relating to the process of online bid submission or queries relating to e-Wizard Portal in general may be directed to the **24x7 e-Wizard Helpdesk. The contact number for the helpdesk is 011-49606060, 23710092, 23710091, Shri Chandan Kumar (+91-9355030604)**

30.7 Email Support:

For any eProcurement Application Service Requests and Technical issues related to Document Uploads, Tender Publishing, Issue of Corrigendum, Encryption/Decryption Key issues, Bid Evaluation, Bidder Login issues, New Registration issues, Key Uploads, DSC Key installation, Bid Submission, system users may please mail to support@euniwizarde.com / helpdeskeuniwizarde@gmail.com

Date:

Place:

Signature of Bidder

(On Letter Head of Bidder)

Ref No: _____

Date: _____

LETTER OF UNDERTAKING AND DECLARATION

To
The Registrar
National Institute of
Technology Rourkela – 769008

Ref: Invitation for Tender No. _____ Dated: _____

We, the undersigned, declare that:

1. We have examined the tender document & its terms and conditions and we have understood the details.
2. We are ready to execute in conformity with the tender document the contract in case we are found successful as a Bidder.
3. Our bid shall be valid for a period of **90 days** from the date of opening of techno-commercial bid and we shall not revoke the same.
4. If our bid is accepted, we undertake to comply all other formalities as per tender document and work order.
5. We also declare that neither our firm/company/proprietorship concerned was blacklisted in past nor any of our office bearer was convicted in any court of law.
6. We accept all the terms and conditions of this Tender document and undertake to abide by them including the condition that you are not bound to accept highest ranked bid/lowest bid or any other bid you may receive.
7. The detailed particulars of the Bidder are mentioned attached separately.

Yours sincerely

Authorized signatory of the Bidder

(Authorized person shall attach a copy of the authorization for signing on behalf of the Bidding Company)

Full name and Designation

(ON LETTERHEAD OF THE FIRM)**TENDER FOR FMS FOR NETWORK MANAGEMENT SERVICE AT NIT-ROURKELA****Detailed Particulars of the Bidder:**

Sl. No	Particulars	
1.	Name of Agency/ Firm/ Proprietor	
2.	Full Postal Address	
3.	Email ID	
4.	Mobile No.	
5.	Other business of the firm	
6.	Office/Residence Ph.no	
7.	Office/Work Email ID	
8.	Fax no. (if any)	
9.	Name(s) of Proprietor / Partner / Director	
10.	PAN No.	
11.	E.P.F. Registration No.	
12.	GST Registration No.	
13.	Volume of business in the FY	2016-2017
		2017-2018
		2018-2019
		2019-2020
		2020-2021
14.	Volume of business in previous financial years with NIT-Rourkela (if any)	2016-2017
		2017-2018
		2018-2019
		2019-2020
		2020-2021
15.	Past experience in similar business (enclose the supporting documents)	
16.	Income Tax clearance certificate	
17.	Materials, machinery and methods proposed for	

Signature of Bidder

(ON LETTERHEAD OF THE FIRM)

FORM FOR FINANCIAL CAPACITY

Description	Financial Years				
	2016-17	2017-18	2018-19	2019-20	2020-21
Annual Turnover					
Net Worth					
Current Asset					
Current Liabilities					
Total Revenue					
Profit before Tax					
Profit after tax					

Signature of Bidder

FORMAT of BOQ (Bill of Quantity) /PRICE BID**[Should only be uploaded in the Price-Bid cover. Not to be enclosed with the Technical bid]**

NATIONAL INSTITUTE OF TECHNOLOGY ROURKELA- 769008						
Tender Inviting Authority: REGISTRAR, NATIONAL INSTITUTE OF TECHNOLOGY ROURKELA - 769008						
Name of Work: Tender for Facility Management Service for Computer Network Management for 3 years						
Tender Notice No: NITR/PW/CC/2022/15 DATE:- 21/10/2022						
Name of the Bidder/ Bidding Firm / Company :						
PRICE SCHEDULE (DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY) (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
Sl. No.	Item Description	Item Code / Make	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder (Inclusive of all other taxes & charges) in Rs. P	TOTAL AMOUNT Without GST in Rs. P
1	2	3	4	5	6	7
1	Facility Management Service for Computer Network Management for 3 years (As per Annexure - I mentioned in Tender Documents)	item1	3.00	Year		0.00
Total in Figures						0.00
Total Quoted Rate in Words						

Signature of Bidder

GENERAL CONDITIONS OF CONTRACT**A. DEFINITIONS**

- 1) **Approved** means approved in writing, including subsequent written confirmation of previous verbal approval.
- 2) **Company** means National Institute of Technology Rourkela.
- 3) **Competent Authority** means Head of the Department and officer authorized in this regard.
- 4) **Contract** means the Invitation to Tender, Instructions to Bidders, General Conditions of Contract, Special Conditions of Contract, Scope of Work showing approximate quantities, tender submitted by the Bidder including their price offer, Performance Guarantee Bond and other bonds, Letter of Acceptance, Work Order and any communication having the effect of amendment of the contract, and the contract agreement, unless otherwise specified.
- 5) **Contract Rate/Price** means the sum named in the tender that has been accepted subject to such additions thereto or deductions there from as may be made in course of the tender evaluation or thereafter.
- 6) **Contractor** means "the Bidder" whose tender has been accepted and includes the Contractor's authorized representative, successors, permitted assignees, legal heirs.
- 7) **Director** means and includes Director of NIT-Rourkela or his authorized representative.
- 8) **Duration of contract** means the period stipulated in the contract or work order and includes any extended period thereof, if any made through by a written communication.
- 9) **NIT** means National Institute of Technology, Rourkela represented through authorized officer for this contract or Director as the case may be.
- 10) **Engineer** means officer authorized to perform certain duty under this contract.
- 11) **Authorized officer/Representative** means and includes Asst. Registrar, Deputy Registrar, Registrar, Dean, and Warden, HOD of NIT authorized or designated for this contract.
- 12) **Equipment** means all tools, instruments, appliances or things of whatsoever nature required in course of the execution of the contract.
- 13) **Notice in writing** or written notice including notice in digital mode means a notice in written, typed or printed characters sent or emailed (unless delivered personally or otherwise proved to have been received) by registered post / courier (with POD) to the notified address or the Registered office of the addressee, or the contractor's site office and shall be deemed to be sufficient service if so sent or left at that address.
- 14) **Terms and Conditions** means the special condition of the contract and the General conditions of the contract herein mentioned and other stipulations incorporated in any part of the tender document and / or agreement.
- 15) **Tender** means offer against enquiry / advertisement / Notice Inviting Tender submitted by the Bidder in single part or in multiple part like Techno-commercial part, price bid part.
- 16) **Bidder** means and includes the person or firm or company who have submitted valid tender and also includes its authorized representatives, heirs, executors, administrators, successors and assignees as approved by the employer.
- 17) **Work** means all work given in the Scope of Work in the tender documents and includes any associated work required for fulfillment of the Scope of Work and as set forth and required by the specifications and also such additional instructions issued from time to time during the progress of the work.

- 18) **Words** importing the singular only shall include the plural and vice versa. Where the context requires words importing person shall include firms and companies and vice versa.
- 19) **Cartel:** If it is found that the tender price is rigged by cartel formation, the tender process/tender of the cartel group shall be cancelled. (Cartel means quoting price in connivance so as to influence the bid)

B. RESPONSIBILITIES OF NIT OFFICIALS

The duty of NIT's representative is to oversee the work. He / She shall have full authority to relieve the contractor of any of his duties or obligations under the contract except as expressly provided hereunder or elsewhere under the contract or to order any work involving any delay or extra payment by NIT not to make any variations in the works.

C. ASSIGNMENT AND SUB-CONTRACTING

- i) The contractor shall not assign the contract, or any part thereof, or any benefit or interest therein without prior written consent of NIT.
- ii) The contractor shall not sub-contract the works without written consent of NIT and such consent if given shall not absolve the Contractor from responsibility, liability or obligation under the contract and he shall be responsible for the acts defaults or neglects of any sub-contractor, his agents, employees, or workman as fully as if they were the acts defaults, neglects of the contractor, his agent, employees or workman.

D. CONTRACT DOCUMENTS

- i) **Documents mutually explanatory:** The several documents forming the contract are to be taken as mutually obligatory of one another, and interpreted harmoniously, and in case of ambiguities or discrepancies, the same shall be clarified by NIT who shall thereupon issue to the contractor instructions / directions indicating the manner in which the work is to be carried out.
- ii) **Further instructions:** The representative of NIT shall have full power and authority as delegated to him to issue to the contractor, from time to time during the progress of the work, such further instructions as shall be necessary for the purpose of proper and adequate execution of the work and the Contractor(s) shall carry out and be bound by such further instructions.

E. GENERAL OBLIGATIONS OF THE CONTRACTOR

- a) **Sufficiency of tender:** The contractor shall be deemed to have satisfied himself before submitting tender as to the correctness and sufficiency of his tender for the works and of the rates stated in the tender schedule which shall cover all his obligations under the contract and all matters things necessary for the proper completion and maintenance of the work.
- b) **Bankruptcy and breach:** A contract if the contractor shall become bankrupt or have an order for appointment of any receiver made against him or shall present any position bankruptcy or shall make an arrangement with or assignment in favor of his creditors or shall agree to carry out the contract under committee of inspection of his creditors or being a corporation shall go into liquidation (other than voluntary liquidation, for the purpose of amalgamation, absorption or reconstruction) or if the contractor shall assign the contract without the prior consent of NIT Rourkela or it is found that the contractor
- I. has abandoned the contract or
- II. Without reasonable excuse has failed to commence the work or has suspended the progress of the works for 7 days after receiving written notice to proceed or,

- III. is not executing the works in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract or,
- IV. has to the detriment of good workmanship or in defiance of NIT instructions to the contrary sublet any part of the contract or,
- V. otherwise failed to perform his part of the contract according to the true intent and meaning thereof.

Then NIT may after giving 7 days notice in writing to Contractor, enter upon the site and expel the Contractor therefrom, without thereby avoiding the Contractor or releasing the Contractor from any of his obligations or liabilities under the contract or affecting the rights and powers conferred on NIT or otherwise available under the law, may appoint any other Contractor to complete the work at the cost and risk of the Contractor. However, on happening of any eventualities as per above sub clause (I) to (V) the NIT shall be at discretion to terminate the contract by giving 7 days notice and the contract shall stand/ terminated w.e.f. the 8th day from the date of issue of notice. In any of the eventualities mentioned above in a) to e), NIT shall have the right to take possession of the plants and machineries of the contractor and realize the dues by date of the said plants and machineries.

- c) **Illegal gratification, breach of contract:** The contract may also terminated and the Contractor shall be liable to make good any loss or damage resulting from such cancellation (specified under clause D of Annexure-8A) , if any bribe gratuity, gift, loan reward or advantage pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any person employed by NIT in any way directly or indirectly interested in the contract or if the Contractor has committed a breach of any of the terms of the contract.
- d) **Final Certificate:** The contract shall not be considered as completed until a Final Certificate have been signed and issued to the contractor stating that the works have been completed in accordance with the terms of the contract & contractor shall submit a no dues certificate evidencing closure of contract.
- e) **Notice:**
 - i. **Service of notice on contractor:** Any notice given to the Contractor under the terms of the contract shall be served by the Engineer or his representative by registered post / courier to , or leaving the same, at the contractor's notified address or as its Registered office or at the Contractor's site office.
 - ii. **Service of notice on NIT:** Any Notice to be given to NIT under the terms of contract shall be served by sending the same by Registered Post / courier at the office of Registrar, NIT Rourkela, Rourkela - 769008.
 - iii. **Change of address:** Any change of address of the contractor shall immediately be notified to the Engineer.
- f) **Safety:**
 - i. The contractor will be responsible to ensure safety of the workmen under them.
 - ii. Except in special circumstances (to be recorded in writing and with due approval) the contractor will not be allowed to employ subcontractor / petty contractors.
 - iii. If required contractors will employ a supervisor with specifically assigned duties for ensuring safe working and will inform in writing.
 - iv. For violation of safety norms, penalty may be imposed on the contractor. The penalty shall be decided after investigation and obtaining the report from the committee constituted for the purpose.

- g) Policing of the work:** Should the general conduct of the works including the Premises of NIT under occupation of the Contractor lead to violation of any of the provisions of the Indian penal code either in consequence of riotous or illegal proceedings of the contractor's labor or supervising staff or others to such an extent as to necessitate the deployment of Special Police or Magistrate the cost of such extra forces is to be defrayed by the Contractor and not by the employer.
- h) Law in Force in Relation to Contract:** The contract or amendments thereof entered into between the Employer and the contractor under the contract shall be governed and regulated by the relevant laws for the time being in force in the territory of India relating to contracts.
- i) Legal compliance:** the contractor shall comply with all statutes, rules, regulations, by law, orders of statutory authority including but not limited to compliance of:
- Payment of wages Act.
 - Minimum wages Act.
 - Maternity benefit Act.
 - EPF Act.
 - ESI Act.
 - Contract labour (R&A) ACT & such other laws if applicable to execution of the contract in question as employer of this staff engaged / deployed in execution.
- j)** The contractor shall not allow any visitor on the work sites, without the prior permission of NIT.
- k)** If a Bidder quotes unworkable rates and is considered for placement of order, the party will be asked to justify the rate quoted and will have to give a performance Guarantee Bond (in addition to the Performance Security) in the form of bank guarantee. The amount of performance guarantee bond Will be decided by NIT at the time of placement of order. Earnest money of the Bidders who refuse to give performance guarantee bond will be forfeited and they will not be considered in re-tendering if order /contract is not finalized from the present tender.

I) ARBITRATION:

- a. **Reference of Disputes to Conciliation /Arbitration:** All disputes or differences arising out of the contract, except disputes or differences for which separate provisions for their resolution have been made in the contract ('excepted matters'), shall be settled by Conciliation or Arbitration in accordance with the Arbitration and Conciliation act, 1996, and the provisions made hereinafter in this article. Such dispute shall first be referred to Conciliation but a Conciliator selected mutually by the parties, who shall also decide the fees / remuneration and the rules of procedure, which shall be flexible.
- b) **Appointment of Arbitrator:** In the event of failure of conciliation, that dispute will be referred to an arbitral tribunal comprising a sole arbitrator to be appointed by the Director, NIT Rourkela. When a party sends a notice for arbitration to the said authority, within a period of thirty days, a panel of three names suggested by the said authority, will be forwarded to the party demanding arbitration. The party shall choose one of those persons, who will be appointed as the Sole Arbitrator.

In the event the party fails to intimate one of those persons within fifteen days from the date of intimation of the three names then said authority will be at liberty to appoint any one out of the said three persons as the sole arbitrator.

The Arbitrator(s) shall hear the cases independently and impartially and shall not represent the interest of any party. The Arbitrator shall, from the time of his appointment and throughout the arbitral proceedings and without delay, disclose to the parties in writing any circumstances likely to give rise to justifiable doubts as to his independence or impartiality. However, merely because he is or has been an employed by one of the parties, it shall not be a disqualification for a person to be an arbitrator.

- c) The arbitral tribunal shall free to determine its own rules of procedure, which it shall state at the beginning of the arbitral proceedings, and shall follow such procedure thereafter.

Arbitrators(s) may, in consultation with the parties, also determine the manner of taking evidence, the summoning of expert evidence, and all such matters for the expeditious disposal of the arbitration proceedings. The arbitrator shall be entitled to fees as may be agreed by the parties and also the expenses as per actual. The seat of the arterial tribunal shall be at Rourkela, but if necessary, the tribunal can hold the proceedings at other places, for convenience in recording evidence.

- d) **Work to continue during Conciliation / Arbitration:** Work under the contract shall be continued by the Contractor during the arbitration proceedings and recourse to arbitration shall not be a bar continuance for the work.

- l) **AMENDMENT:** Except to the extent expressly set forth in the Contract, no change in modification, in any form whatsoever, shall be valid or enforceable unless it is in writing on stamp paper of requisite value and signed by the party to be charged therewith or it's duly, authorized representative.

- m) **JURISDICTION:** The competent court at Rourkela shall have the exclusive jurisdiction upon any matter arising out of this contract.

SCOPE OF WORK

A. Scope of Work:

Provide Facility Management Service for campus wide network with 24x7 user support to ensure 24x7 availability of the network resources.

Looking into the nature and volume of work the bidder should depute at least 7 (Seven) personnel at the institute to provide facility management service. Scope of facility management services are mentioned below. This is not an exhaustive list. The list is mentioned to highlight the nature of work, so that the bidder can depute right personnel at the Institute. The Head, Computer Informatics Centre may assign network management job not mentioned in the list. The refusal to carry out the job, on the pretext that it is not mentioned in the list will invoke automatic termination of the contract

1. Network Administration:

- a. This includes installation, configuration, monitoring, maintenance and troubleshooting of active devices like UTMs, Routers, Core Switches, Distribution Switches, Edge or Access Switches, Wireless controller, and APs, etc. in the Data Centre and throughout the campus.
- b. It also includes support to Server and HPC infrastructure in the Data Centre, IP Telephone, IP based CCTV surveillance system, Video Conferencing System, Biometric Attendance System, etc. installed throughout the campus as detailed below.
- c. Managing ISP links on Link Load Balancer (Array 2800):
- d. Managing the UTM (Checkpoint 13500 currently which will be upgraded shortly to higher capacity) and Management Server (Checkpoint Smart 1):
- e. Managing L3 Core switch:
- f. Managing 40G/10G/1G Distribution Switches and 1G Edge Switches:
- g. Managing Wireless Controllers and Access Points.
- h. Providing support to other IT resources:
- i. Reporting:
 - Daily/weekly/monthly backup report: The backup report should be prepared for configuration of UTMs, switches and management software, etc. It will be implemented as per backup policy decided by Institute.
 - Weekly health checkup report: Health checkup report should include information of usage of CPU, Memory, Disk, etc. of the network support devices. It should also include information about traffic analysis, user surfing pattern, bandwidth utilization, DoS attack, SYN Flood, virus, spam, malware, and BOT detected, etc.
 - Monthly call execution and troubleshooting report: Call execution and troubleshooting report should have information of detail of problem delegated, person handled the complaint, action taken to solve the problem and details of solution followed, etc.
 - Monthly network status report: Monthly network status report should include any change in network architecture, new implementations, replacement of faulty devices, etc.
- j. Regular monitoring of all network devices using NMS and taking quick corrective actions.
- k. Proactively managing the network recourses and ensure maximum uptime. Performing all preventive actions like any firmware upgradation / maintenance required to preempt failure.

- l. Keeping logs of user complains and assigning jobs to network support staffs in order to ensure good and time bound service to the end users.
- m. Creating and maintaining inventory of all hardware and software installed in the network along with their warranty status.
- n. Logging calls for defective hardware, communicate with the supplier or OEM technical support team and arrange for the replacement as soon as possible for equipment under warranty.
- o. Keeping configuration and data backup of network equipment like UTM device, L3 Core Switch, Distribution switches, Wireless Controller, etc.
- p. Reporting the authority regarding requirements of hardware upgradation, service license renewal, malicious activities, etc.
- q. Regularly maintaining the power backup system and cooling system in the Data Centre and periodically reporting to the authorities regarding the same.
- r. Site survey, planning and designing for fiber optic layout and UTP cable wiring for new buildings and blocks.
- s. Maintaining QoS in providing service to the end users.
- t. Supporting Institute in conducting Live Telecast/Streaming and Video conferencing in collaboration with ANKTEL Team.

2. Network Maintenance

The campus has a LAN consisting of more than 15000 nodes. This network has 40G/10G/1G fiber optic backbone connecting all Academic blocks, Hostels, Administrative blocks, Classrooms, Laboratories, Computing labs, Library, Seminar Halls, Sports Complex, Auditorium, telephone exchange. All the blocks are connected through Layer 3 & Layer 2 data switches to provide 100/1000 Mbps connectivity to the end users. Every hostel room has dedicated LAN connection. In hostels, each student is connected with LAN cable and specific areas/buildings are also covered through Wi-Fi. In the residential area of the Institute, newly built faculty residences are connected to the campus network through Data Switches for data and voice. Other new buildings/staff quarters are also under construction in the Institute as well as in the residential area which will also be connected to the campus network through Data Switches for data and voice.

The Network Maintenance work includes installation, basic configuration, health checkup, connectivity checks and maintenance of Edge (L2) Switches, Access Points, etc. This also includes fixing of IO ports, patch panels, network connectivity check to end points like PCs, Laptops, Printers, IP Telephone, IP based CCTV surveillance system, Video Conferencing System, Biometric Attendance System, etc. installed throughout the campus.

- Providing 8:00 AM to 8:00 PM Help Desk Support to all the users and resolve network related issues in Data Centre, Academic Departments, Computer labs and Centres, Offices, Dispensary, Guest House, Staff/Faculty Quarters, hostel area etc.
- Attending user complains and providing 8:00 AM to 8:00 PM onsite support to the end users of entire Institute, Offices, Guest House, Residential area and hostel area. User complains should be attended and resolved within maximum 2 hrs.
- Installing and maintaining all passive networking components like I/O ports, patch panel, UTP patch cables, Fiber patch cables, etc.
- Maintaining a daily basis call report regarding service provided to the users.

- Installing the network switches, wireless Aps, etc. on site and replacing faulty hardware.
- Checking and maintaining proper UPS power backup system to all switch racks.
- Informing Network Administrators in case of any issue in the site.
- Providing support during any online exam, video conferencing, any other program of the Institute like Admission of BTech and MTech students, Convocation Ceremony, Book Fare, etc.
- Monitoring status of all network devices.
- Supervising fiber optic cable laying and UTP cable wiring at new sites both academic and residential areas.
- Testing, troubleshooting and supervising FOC & UTP connectivity to all network devices.
- Monitoring ISP link status and informing administrators in case of any trouble.
- Providing support to Network Administrator, Server Administrators and Desktop Support engineers for fault finding, new installation of equipment, etc.
- Installation of new or broken IO ports, replacing faulty UTP cables, patch panel installation, etc. User complains should be attended and resolved on the same day.
- Identifying and changing faulty Ethernet/ FO ports on Data Switches.
- Replacing faulty Data Switches, Wireless APs, etc. installing new devices.
- Taking proactive measures to protect the network equipment, especially during monsoon.
- Checking power supply and earthing to the network equipment.
- Reporting the authority regarding the site requirements in order to protect the network resources.

B. OTHER TERMS & CONDITIONS:

1. The bidder should spend at least 75% of the bill amount in the form of salary paid to the Resident Engineers posted at NIT, Rourkela. The bidder should produce Bank Statements and Salary Slips to N.I.T. Rourkela as a proof in this regard. In case of default or specific complaint received from any Resident Engineer engaged under this contract, N.I.T. Rourkela shall have the authority to get the payment disbursed through its designated officer at your cost. If it is found that the total salary disbursed to the employees (Resident Engineers) posted at NIT Rourkela by the bidder is less than 75% of the order value, the differential amount shall be recovered from monthly bill of the bidder and contract shall be terminated with immediate effect without any compensation.
2. The bidder must provide EPF and ESIC or Insurance facility (as per the rules of Govt. of India) to the Resident Engineers engaged under this contract. The bidder should produce proper documents (payment challans, ECR statements, etc.) to N.I.T. Rourkela in this regard whenever it is asked for. If any irregularity found or specific complaint received from any of the Resident Engineers engaged under this contract in this regard, the amount shall be recovered from monthly bill of the bidder and contract shall be terminated with immediate effect without any compensation.
3. The bidder must arrange training to the deputed engineers at their own cost for upgradation of technical knowledge whenever required so that they can be capable to handle the challenge due to new network equipment and software setup at Computer Centre and in the network of NIT, Rourkela so that network service of the institute should not be affected.
4. Machineries & equipment may be provided by the Institute as per availability to be used regularly and proper record regarding usage to be kept. Deliberate misuse/ mishandling shall be the sole responsibility of the agency/ firm/ contractor.
5. The job to be executed as per the Instruction of the faculty/officer in charge designated by the Institute.
6. The agency/firm/contractor shall obtain written permission in respects of all its staff and officials for entry and working inside the hall premises and shall maintained record in this regard. Unauthorized entry and deployment of unauthorized persons without prior permissions of the Chief Warden's office is prohibited.
7. The agency/firm/contractor shall ensure that proper discipline is to be maintained by the staff and officials deputed by the agency/firm/contractor, and they shall have to always behave soberly while functioning inside the institute. The conduct safety and security of the staff and officials shall be the sole responsibility of the agency/firm/contractor.
8. Payment will be made/released on monthly pro-rata basis of the services extended by the agency/firm/contractor during the preceding month based on the certification by HOD, Computer center.
9. The assets and equipment provided by the Institute shall be property of the Institute and agency/firm/contractor shall be merely the custodians of such assets and equipment. On termination/ expiry of contract. Any such property shall be handed over to the Institute in proper working condition.
10. Deficiency in Service: If any deficiency in the contract is observed, the inspecting personnel may assess the value of the deficiency and recommend appropriate financial adjustment in the monthly bill.
11. Accommodation: Suitable accommodation will be provided on campus to the resident Engineer's to maintain and attend network related complaints 24X7. The Number of resident engineer's required to stay on-campus will be at the discretion of HOD, Computer Centre.

C. LIQUIDATED DAMAGES:

The agency/firm/contractor shall ensure extension of the services as per the indicated in the scope of work. For any deviation there from or for any job not performed or left out or for any delayed performance, the agency/firm/contractor shall be liable for liquidated damages @ 0.1% per day, subject to a maximum limit off 10% of the monthly bill.

D. RISK AND COST:

- i. In case of stoppage of performance or non-attendance to the job in extending the services as spelt out in scope of work, on any day or part of the day or days, this being an essential service without any reference, the job shall be forthwith executed by the NIT at the risk and cost of the agency/firm/contractor through alternate source.
- ii. Neglect or failure on the part of the contractor to execute the work will be carried out by alternate source at the risk and cost of the contractor and to the extent of alternate execution the contract will be deemed to be terminated either in part or full.

E. PAYMENT TERMS:

- i. Subject to any deduction that may have to be made in accordance with the terms and conditions of this contract, the Contractor shall be paid on-account bill on monthly basis for the work done during the previous month.
- ii. For the purpose of such monthly payments, invoices preferably in their printed forms along with the documentary proof for having deposited the Contractors' permanent employees and his laborers' contribution towards PF and pension with his jurisdictional RPF commissioner, along with the certificate from engineer's representative for provision of safety equipment to all his workers and also proof of payment of wages to his workmen in presence of the authorized representative of the employer shall be prepared and submitted by the contractor for the work done during the previous month within seven days from the expiry of the previous month.
- iii. Payments against on-account bills shall be released through a crossed account payee cheque within 30 days from the date submission of clear invoices and PF documents and others as in clause 11.2 above by the contractor. For this purpose, the contractor should give the details of the name of the bank, branch and account no. before submission of the first RA bills. Final bill will be paid within 60 days on completion of all formalities as per the Terms & Conditions of the Contract.
- iv. Payment shall be regulated as per terms of contract.
- v. The contractor shall observe necessary formalities for engagement of trucks measurement of truck body, loading pattern, issue and admission of challan if required in terms of contract.
- vi. Deduction of applicable taxes will be made the invoice and TDS certificate will be issued by finance & accounts department for such deductions.

F. WORK TO THE SATISFACTION OF NIT:

The contractor shall execute the work efficiency and complete it in all respects in accordance with the contract terms and conditions and shall comply with and adhere strictly to the instructions and directions on any matter in accordance with the terms of the contract.

G. PERFORMANCE SECURITY:

The successful bidder must furnish **3% of the total contract value** as performance security deposit within 15 days after the award of contract. This should be drawn in favor of "Director, NIT Rourkela" payable at Rourkela in the form of Bank Guarantee or Demand Draft from any scheduled commercial bank except co-operative and Gramin Bank. Any dues of the institute shall be adjusted/ recovered from such Security Deposit. The Security Deposit amount will not attract any interest.

H. INDEMNITY: The contractor shall indemnify NITR against any claim, order, and demand, made by competent authority & in case NIT was asked to comply such order / direction, NIT shall be entitled to recover/ adjust the said amount from the dues of the contractors.