

### Bid Document

Bid Details	
Bid End Date/Time	04-09-2020 17:00:00
Bid Opening Date/Time	04-09-2020 17:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	75 (Days)
Ministry/State Name	Ministry Of Human Resource Development
Department Name	Department Of Higher Education
Organisation Name	Indian Institute Of Science Education And Research (iisers)
Office Name	Pune 411008
Total Quantity	20
Item Category	Layer 2 Access Switch
Bidder Turnover (Last 3 Years)	20 Lakh (s)
Experience Criteria	3 Year (s)
MSE Exemption for Years Of Experience and Turnover	Yes
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Past Performance	40 %
Bid to RA enabled	No
Inspection Required	No
Estimated Bid Value	5000000

#### EMD Detail

Advisory Bank	State Bank of India
EMD Percentage(%)	2.00
EMD Amount	100000

#### ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	10.00
Duration of ePBG required (Months).	12

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

**Beneficiary:**

Director Indian Institute of Science Education and Research Pune  
 Dr. Homi Bhabha Road, Pashan Pune 411008 Tele -020 25908017 / 8246  
 (Director)

**Splitting**

Bid splitting not applied.

1. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of years as indicated in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

2. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 40% of bid quantity, in at least one of the last three years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one year) to be submitted along with bid in support of quantity supplied in the relevant year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

**Layer 2 Access Switch ( 20 pieces )**

**Technical Specifications**

[\\* As per GeM Category Specification](#)

Specification	Specification Name	Values	Bid Requirement (Allowed Values)
Specification	<b>Type of Switch</b>	Managed	Managed
	<b>Technology</b>	PoE+	PoE+
	<b>Number of 1G Copper Ports</b>	48	48
	<b>Number of 10G Copper Ports</b>	0	Any applicable numeric value
	<b>No. of 1 G SFP Port (Uplink)</b>	0	Any applicable numeric value
	<b>No. of 10 G SFP+ Port (Uplink)</b>	4	4, 6
	<b>Multi-Gigabit Support</b>	No	Yes, No
	<b>Redundant Power supply ( from day one)</b>	Supported	Available, Supported & Part of Supply, Supported
	Console Port	Available	*
	Switching Capacity -Non Blocking (Gbps)	176	*

Throughput (MPPS)	130.95	*
Operating System	available	*
Dedicated Stacking Port/Slot ( from day one)	available	*
Stacking Bandwidth (Gbps)	80	*
Basic Layer-3 Protocol	-	*
Security Feature	-	*
Management Protocol	-	*
QoS	-	*
Operating Temperature Range (Degree C)	-	*
Operating Humidity (RH)(%)	-	*
IPv6 Ready from day one and dully certified	Yes	*
PoE Power Budget ( Watt )	740	*
<b>on Site OEM Warranty</b>	1	1, 3, 5

\* Specifications highlighted in bold are the Golden Parameters.

\* Bidders may note that In respect of non-golden Parameters, the specifications 'Values' chosen by Buyer will generally be preferred over 'Bid requirement ( allowed Values) by the Buyer.

#### Additional Specification Documents

#### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	John Albert K	411008,Indian Institute of Science Education and Research, Pune (IISER) Dr.Homi Bhabha Road , Pashan Pune 411008 Email: purchase@iiserpune.ac.in For Payment Status: 020 2590 8180/8452 For Delivery Status : 020 2590 8246, PUNE CITY, 411008	20	30

#### Bid Specific Additional Terms and Conditions

- 1.Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.
- 2.Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address Indian Institute of Science Education and Research Pune Dr. Homi Bhabha Road, Pashan Pune 411008.
- 3.Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
- 4.Bidders can also submit the EMD with Account Payee Demand Draft in favour of Director Indian Institute of Science Education and Research Pune payable at Pune.

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

5. Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name Director Indian Institute of Science Education and Research Pune Account No. 30042605732 IFSC Code SBIN0003552 Bank Name State Bank of India Branch address NCL Campus Branch, PUNE 411008. Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.
6. **Upload Manufacturer authorization:** Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.
7. Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 3 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.
8. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
9. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
10. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
11. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
12. Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.
13. For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:
  - a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
  - b. Execution certificate by client with order value.
  - c. Any other document in support of order execution like Third Party Inspection release note, etc.

14. Malicious Code Certificate:

The seller should upload following certificate in the bid:-

- (a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-
  - (i) Inhibit the desires and designed function of the equipment.
  - (ii) Cause physical damage to the user or equipment during the exploitation.
  - (iii) Tap information resident or transient in the equipment/network.
- (b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

15. IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.
16. OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
17. Over and above the normal Warranty terms as per GeM GTC, the successful bidder / OEM shall have to provide Comprehensive Warranty during the entire Standard warranty period as per contract. : The comprehensive warranty shall be covering the following scope Defect liability of the entire product (Upload an undertaking with the bid confirming compliance by the bidder if Bidder is taking onus of this compliance. In case OEM is taking onus of this compliance, OEM undertaking is to be uploaded along with Bidder undertaking)
18. Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)
19. Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of Director Indian Institute of Science Education and Research Pune payable at Pune. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.
20. Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name Director Indian Institute of Science Education and Research Pune Account No. 30042605732 IFSC Code SBIN0003552 Bank Name State Bank of India Branch address NCL Campus Branch, PUNE 411008. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line

- transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.
21. Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.
  22. Scope of supply includes Training: Number of employees to be trained 2 , Place for Training IISER Pune and Duration of training 7 days.
  23. The buyer organization is an institution eligible for concessional rates of GST as notified by the Government of India. The goods for which bids have been invited fall under classification of GST concession and the conditions for eligibility of concession are met by the institution. A certificate to this effect will be issued by Buyer to the Seller after award of the Contract. Sellers are requested to submit their bids after accounting for the Concessional rate of GST.  
Applicable Concessional rate of GST : 5%  
Notification No. and date : The rate of GST applicable to IISER Pune is 5% for the items procured for Research purpose as per Notification No. 45/2017-Central Tax (Rate) New Delhi, 14th November, 2017 and Notification No. 47/2017-Integrated Tax (Rate) New Delhi, 14th November, 2017. IISER Pune is exempted from payment of Customs Duty under notification No.51/96 dated 23.07.1996. IISER Pune may issue custom duty exemption certificate upon bidders request dated 14/11/2017
  24. Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 7 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.
  25. The Bidder / OEM {themselves or through reseller(s)}, should have executed project for supply and installation / commissioning of same or similar Category Products during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria:
    - (i) Single order of at least 35% of estimated bid value; or
    - (ii) Two orders of at least 20% each of estimated bid value; or
    - (iii) Three orders of at least 15% each of estimated bid value.
 Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders should be uploaded with bid. In case of bunch bids, the Category related to primary product having highest bid value should meet this criterion
  26.
    1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
    2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
    3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.
  27. The Buyer has an existing set up / inventory of similar products. The offered / supplied product must be compatible with existing system. The bidder has to ensure Compatibility of the supplied items or shall have to include in the supply the necessary hardware / software to make them compatible at no extra cost to the buyer. The details of items with which compatibility is required are as under: Cisco Switches Model 2960, 3750, 3850, 4503-E Chasis, Cisco make 1G/10G SFP/SFP+ transceiver modules , Cisco IP PHONES, Cisco Call Manager, Cisco WLC 5520 and various cisco access point (LWAPP).
  28. The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.
  29. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.
  30. Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
    - i) The Seller fails to comply with any material term of the Contract.
    - ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
    - iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
    - iv) The Seller becomes bankrupt or goes into liquidation.
    - v) The Seller makes a general assignment for the benefit of creditors.
    - vi) A receiver is appointed for any substantial property owned by the Seller.
    - vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.
  31. Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee

location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid

[This Bid is also governed by the General Terms and Conditions](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---Thank You---**