

_ SAVITRIBAI PHULE PUNE UNIVERSITY

Request for Proposal-- Managed Layer 2 & 3 Switches for SPPU

Tender Number SPPU/IT Cell/23-24/01

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Section A - Invitation to Bid

Savitribai Phule Pune University is issuing this Request for Proposal Managed Layer 2 & 3 Switches for SPPU to publically invite eligible and reputed bidders.

a) Schedule for Invitation to Bid:

Name of the Purchaser	_ Savitribai Phule Pune University
Name, address and Email ID of the contact person for any clarification	Director, IT Services _ SAVITRIBAI PHULE PUNE UNIVERSITY, University Campus, Pune Mail : directorit@unipune.ac.in
Address of _ SAVITRIBAI PHULE PUNE UNIVERSITY, Pune for Pre-Bid Meeting, Bid Submission and Bid Opening	Director, IT Services _ SAVITRIBAI PHULE PUNE UNIVERSITY, University Campus, Pune Mail : directorit@unipune.ac.in

b) Time Schedule of Tendering:

Release/Issue of RFP document	08/03/2024
Last date for submission of written queries for	12/03/2024
Last date and time for submission of Bid	17/08/2024
Date and Time of opening of Technical Bids	18/03/2024 11.00 am
Date and Time of opening of Commercial Bids	18/02/2024 12.10 pm

- c) Interested bidders shall pay Rs. 3,000/- (Rupees Three Thousand Only) by way of online payment in favor of Finance and Accounts Officer, Savitribai Phule Pune University, Pune towards non-refundable Bid Price (cost of this RFP document).
- d) However, MSEs (Micro and Small Enterprises), as defined by the MSMED Act, 2006 will be exempt from the Bid Price. Such vendors will have to submit MSE registration certificate for availing Bid Price exemption. (Udyog Adhar: Without this, the concession available to MSME may not be extended).

- e) The response to the bid shall be valid for the period of six months from the last date of submission of Bids.
- f) Bid shall be submitted fully in accordance with the requirements of the Terms and Conditions as mentioned in the RFP Document. Bids without cost of RFP document, Earnest Money Deposit and other required documents specified in the RFP Document and which do not fulfill all or any of the condition prescribed in the RFP Document or which are incomplete in any respect, is liable to be rejected.
- g) The bids will be opened on the scheduled date and time even in case of absence of the bidder.
- h) RFP Document should be read in consonance with any Addendum that may be issued with the RFP document. The bidder is required to read the RFP document and the Addendum/Addenda and would be deemed to be in knowledge of the provisions of both the document and the Addendum/Addenda. No claim of any nature whatsoever shall be entertained in this regard.
- i) _ Savitribai Phule Pune University reserves the right not to proceed with the Procurement at any stage or to alter the time-schedule or to change the process or procedure to be applied for the Procurement.
- j) _ Savitribai Phule Pune University reserves the right to reject any or all tenders or cancel the bidding procedure without assigning any reason therefor.

Section B - Instructions to Bidders

1. About, SAVITRIBAI PHULE PUNE UNIVERSITY

Savitribai Phule Pune University, one of the premier universities in India, is positioned in the North-western part of Pune city. It occupies an area of about 411 acres. It was established on 10th February, 1949 under the Poona University Act. The university houses 46 academic departments. It is popularly known as the 'Oxford of the East'.

2. Purpose of RFP

- 2.1. SAVITRIBAI PHULE PUNE UNIVERSITY intends to issue this bid document, to eligible entities, to participate in the competitive bidding for appointment of a vendor for providing Managed Layer 2 & 3 Switches for SPPU.

3. Interchanging Terms Used in the document

- 3.1. Some terms have been used in the document interchangeably for the meaning as mentioned below:
- 3.1.1. SPPU means Savitribai Phule Pune University
 - 3.1.2. 'Bidder' means the respondent to the RFP document.
 - 3.1.3. 'RFP' or 'Tender' or 'Bid document' means the 'Request for Proposal document'
 - 3.1.4. 'Bid' may be referred to as 'Offer'.

4. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, _ SAVITRIBAI PHULE PUNE UNIVERSITY and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of _ SAVITRIBAI PHULE PUNE UNIVERSITY or any of its officers, employees, contractors, agents, or advisers.

5. No Legal Relationship

No binding legal relationship will exist between any of the bidders and _ SAVITRIBAI PHULE PUNE UNIVERSITY until the issues of purchase order / execution of a contractual agreement.

6. Recipient Obligation to inform itself

The Recipient must conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

7. Language of Bids

The bids prepared by the bidder and all correspondence and documents relating to the bids exchanged by the bidder and the _ SAVITRIBAI PHULE PUNE UNIVERSITY, shall be in the English language, provided that any printed literature furnished by the bidder may be written in another

language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

8. Erasures or Alterations

The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product and services being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. The _ SAVITRIBAI PHULE PUNE UNIVERSITY may treat offers not adhering to these guidelines as unacceptable.

9. Signing of Bid

- 9.1. The "Bidder" as used in the RFP documents shall mean the one who has signed the Bids. The Bidder may be either the Constituted attorney of the company or the Principal Officer or his duly Authorized Representative, in which case he/she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, be furnished and signed by the Bidder.
- 9.2. It is further clarified that the individual signing the Bid or other documents in connection with the Bid must certify whether he/she signs as:
 - a) Constituted attorney of the company.
 - OR
 - b) The Principal Officer or his duly Authorized Representative of the company, in which case he/she shall submit a certificate of authority on behalf of the company as per "Form - Authorization Letter"
- 9.3. The Bidder shall sign its Bids with the exact name of the Company to whom the contract is to be issued. The Bids shall be duly signed and sealed by an executive officer of the Bidder's organization. Bid shall be signed by a duly authorized officer executed under seal. The Bidder shall clearly indicate their legal constitution and the person signing the Bids shall state his capacity and also source of his ability to bind the Bidder The power or authorization letter, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the bid. The _ SAVITRIBAI PHULE PUNE UNIVERSITY may out rightly reject any bid not supported by adequate proof of the signatory's authority

10. Terms and conditions of the Bidder

- 10.1. Terms and conditions (General Conditions) of the bidder will not be considered as forming part of their Bids. In case terms and conditions of the contract applicable to this RFP are not acceptable to any Bidder.
- 10.2. The Bidder shall be deemed to have complied with all clauses in the RFP document under all the sections/chapters of the Bidding document.

11. Acceptance of Selection Process & Terms

- 11.1. Each bidder having responded to this RFP acknowledges having read, understood and accepted the selection & evaluation process mentioned in this RFP document. The bidder ceases to have any option to object against any of these processes at any stage subsequent to submission of its responses to this RFP
- 11.2. Recipient will, by responding to _ SAVITRIBAI PHULE PUNE UNIVERSITY for RFP, be deemed to have accepted the terms as stated in this RFP.

12. Clarification of RFP Document

- 12.1. A prospective Bidder requiring any clarification of the RFP Document may notify the _ SAVITRIBAI PHULE PUNE UNIVERSITY at the mailing address of the _ SAVITRIBAI PHULE PUNE UNIVERSITY specified in the Tender Notice. The queries must reach to the _ SAVITRIBAI PHULE PUNE UNIVERSITY before “Last date for submission of written queries for clarifications on RFP document” as specified in the Time Schedule mentioned in the Tender Notice. The queries must be submitted in Microsoft Excel format as follows:

Sr. No.	Section No.	Clause No.	Page number	Existing Provision in the Clause	Clarification to be Sought	Name of Bidder

- 12.2. The _ SAVITRIBAI PHULE PUNE UNIVERSITY will only respond to requests for clarification of the RFP Document received before the date prescribed.

13. Pre Bid Conference

- 13.1. Pre Bid Conference shall be scheduled on the date and time specified in the Time Schedule as mentioned in the Tender Notice.
- 13.2. In case of any change in the schedule of Pre-Bid conference, the changed schedule shall be notified on the University Website.
- 13.3. A maximum of two representatives of each Bidder shall be allowed to participate in the conference. Representatives should produce the Identity Card of representing company for attending the Pre Bid conference.
- 13.4. During the course of Pre-Bid conferences, the Bidders will be free to seek clarifications and make suggestions for consideration of the _ SAVITRIBAI PHULE PUNE UNIVERSITY. The _ SAVITRIBAI PHULE PUNE UNIVERSITY shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

14. Amendment of RFP Document

- 14.1. At any time prior to the last date and time for receipt of bids, the _ SAVITRIBAI PHULE PUNE UNIVERSITY, may, for any reason, whether at its own initiative or in response to a

clarification requested by a prospective bidder, modify the RFP Document by an amendment.

- 14.2. The amendment will be notified on the CPPP portal of the Government of Maharashtra i.e. <http://mahatender.gov.in/> and the same will be binding on the bidders. Bidders must have close watch on website during the intervening period before submitting response to RFP.

15. Bid Security / Earnest Money deposit (EMD)

- 15.1. All the bids must be accompanied by a refundable interest free EMD of Rs. 1,00,000/- by online banking on <http://mahatender.gov.in/>
- 15.2. However, MSEs (Micro and Small Enterprises), as defined by the MSMED Act, 2006 will be exempted from the EMD. Such vendors will have to submit MSE registration certificate for availing EMD exemption.
- 15.3. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.

16. Cost of Bid Preparation and Submission

All costs and expenses incurred by bidder in any way associated with the development, preparation, and submission of responses, including but not limited to; the attendance at meetings, discussions, demonstrations/ presentations, etc. and providing any additional information required by _ SAVITRIBAI PHULE PUNE UNIVERSITY, will be borne entirely and exclusively by the bidder.

17. Discount and Alternative Offers

- 17.1. The Bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer, without considering discount, is found to be the lowest, the _ SAVITRIBAI PHULE PUNE UNIVERSITY shall avail such discount at the time of award of contract.
- 17.2. Bid offer should, specify the most effective single solution, which is cost-effective and meets the tender specifications, and does not include any alternative.
- 17.3. The prices quoted in the Commercial bid should be without any conditions.
- 17.4. If the price of any item is not quoted, then it will be considered that, the bidder will supply the item at zero prices. However, for the purpose of evaluation, the highest price quoted for such items by any other bidder, will be added notionally to be taken into consideration for evaluation purposes.

18. Bid Prices

- 18.1. The Bidder shall prepare the bid based on details provided in the RFP documents. Bidder shall carry out the design and detailed study of the facilities in accordance with the requirements of the RFP document and it shall be the responsibility of the Bidder to fully meet all the requirements of the RFP document. If during detailed study any upward

revisions of the specifications and sizes given in the RFP document, specifications etc. are to be made to meet the requirements of RFP document, all such changes shall be carried out within the lump sum contract price without any impact to the _ SAVITRIBAI PHULE PUNE UNIVERSITY.

19. Fixed Price & Currency

- 19.1. The Commercial bid shall be on a fixed price basis, inclusive of all taxes and levies at site excluding service tax. No price variation in future relating to increase in custom duty, excise tax, foreign currency price variation and levy of taxes will be permitted.
- 19.2. However, Octroi/ entry tax, if any, would be paid by bidder as on actual on production of Octroi/ entry tax receipt (in original) in the name of _ SAVITRIBAI PHULE PUNE UNIVERSITY.
- 19.3. Prices quoted must be firm and final and shall not be subject to any upward modifications, on any account whatsoever.
- 19.4. It would be bidder's responsibility to identify and factor cost of each and every commercial item mentioned in this Tender document during submission of commercial bids. In case of any such item is left out and noticed after completion of commercial evaluation, the selected bidder (Service Provider) has to provide the services at its own cost.
- 19.5. The Bid Prices shall be indicated in Indian Rupees (INR) only.

20. Procedure for Submission of Bids

- 20.1. _ SAVITRIBAI PHULE PUNE UNIVERSITY shall follow single stage two-envelope bidding System for this bid process.
- 20.2. Copy of Technical and Commercial bid of the Bidder should be placed online at <http://mahatender.gov.in/>.

21. Contents of Bids

- 21.1. _ SAVITRIBAI PHULE PUNE UNIVERSITY shall follow single stage two-envelope bidding System for this bid process.
 - a. Technical Bid in one Envelope.
 - b. Commercial bid in one Envelope.
 - c. All above 2 envelopes shall be included in Master envelope by the bidder

Envelope Number & Title of Bid	Content of Bid Envelopes
Envelope – I (Technical Bid)	<ol style="list-style-type: none">a. All documents mentioned under the 'Eligibility for Bidders' with evidences.b. Online Payment receipt towards cost of the RFP document.c. Online Payment receipt towards the Earnest Money Deposit (EMD).d. Item Quantity Specification as specified in Form specified

	e.
Envelope - II (Commercial bid)	a. Commercial bid should be in the Format specified in Form 9

22. Rejection& Disqualification

- 22.1. Bids of only those Bidders who quote for the complete Scope of Work and Supply of Goods/Services as indicated in this RFP Document, addendum thereof (if any) and any subsequent information given to the Bidder shall be considered. Incomplete bids will be rejected outright. The bid will be rejected outright by the _ SAVITRIBAI PHULE PUNE UNIVERSITY if the information provided by the bidder is found to be incorrect/misleading, at any stage/time during the bidding process. The information provided by the Bidder must be true and correct.
- 22.2. Any form of canvassing/ lobbying/ influence/ query regarding short listing, status etc. will result in a disqualification.

23. Eligibility for bidders

23.1. Eligibility Criteria

- 23.1.1. Proposals not complying with the prescribed 'Eligibility criteria' and not submitted as per following details are liable to be rejected and will not be considered for further evaluation.
- 23.1.2. The references/ facts submitted by the bidders shall only be considered by _ SAVITRIBAI PHULE PUNE UNIVERSITY if the same are verifiable.
- 23.1.3. The references which are not presented with verifiable facts due to NDA with customer should be submitted with the certificate from CA mentioning the customer domain and per year billing amount.
- 23.1.4. The following criteria are prescribed as eligibility for bidders interested in undertaking the project:

Sr.	Criteria	Criteria Description	Minimum Supporting Document	Eligibility Criteria
1	Registered Company for minimum 3 years	The bidder submitting the offers should be a Registered Company in India under the Companies Act, 1956 or registered partnership firm or registered proprietary firm that has been in operation for at least 3 years.	Form 2 - Profile of the Bidder, duly filled and signed by the bidder along with copy registration certificate	Minimum Eligibility Criteria
2	Financial Capability – Lead Bidder	The lead bidder company should have I. Minimum turnover of Rs.100 lakhs for the last audited financial year	Copies of the Audited Balance sheet along with statutory auditor's report/CA certificate of the relevant financial years.	Minimum Eligibility Criteria
3	OEM or Direct Reseller	Intending bidder should either be an original equipment manufacturer of or a direct reseller of the product	Authorization Letter from OEM for reseller with specific bid No.	Minimum Eligibility Criteria
4	Experience	Bidder have experience of min 5 supply & support orders of similar products in last 5 years.	Testimonials / Completion Certificate	Minimum Eligibility Criteria
5	Adherence to the bid document	Acceptance of Terms and Conditions contained in the RFP Document along with clearly expressed deviations to any scope, terms & conditions and requirements. The _ SAVITRIBAI PHULE PUNE UNIVERSITY shall have no obligation to accept the undersigned deviations and may/may not consider the deviations. Consideration of the deviations shall be at the sole discretion of the _ SAVITRIBAI PHULE PUNE UNIVERSITY.	Form 1 - Covering Letter & Acceptance of Terms and Conditions contained in the RFP Document, duly filled and signed by the bidder. & Form 6 - Statement of Deviations from Bid Terms and conditions duly filled and signed by the bidder.	Minimum Eligibility Criteria
6	Ethics and Practices	The Bidder / Consortium Partner should not have been black-listed or should not have faced legal action by any Public Sector Bank, Trust, RBI or IBA or any other Government entity.	Form 10 - Format of Affidavit	Minimum Eligibility Criteria
9	Cost of RFP Document	As a cost of the RFP Document, the Bidder shall pay an amount of Rs. 3,000/- (Rupees Three Thousand Only)		Micro and small enterprises are exempt from this.

11	Earnest Money Deposit	The Bidder shall pay an Earnest Money Deposit (EMD) of Rs 1,00,000/-		Micro and small enterprises are exempt from this.
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24. Evaluation of Offers

- 24.1. Each bidder acknowledges and accepts that _ SAVITRIBAI PHULE PUNE UNIVERSITY may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of vendor, not limited to those selection criteria set out in this RFP document.
- 24.2. _ SAVITRIBAI PHULE PUNE UNIVERSITY may, in its absolute discretion, engage in discussion with any bidder (or simultaneously with more than one bidder) after the RFP closes to improve or clarify any response.

25. No Commitment to Accept Lowest or Any Tender

The _ SAVITRIBAI PHULE PUNE UNIVERSITY shall be under no obligation to accept the lowest or any other offer received in response to this tender notice. The _ SAVITRIBAI PHULE PUNE UNIVERSITY reserves the right to make any changes in the terms and conditions of purchase. The _ SAVITRIBAI PHULE PUNE UNIVERSITY reserves the right to accept or reject, fully or partially, any or all offers without assigning any reason. The decision of the _ SAVITRIBAI PHULE PUNE UNIVERSITY in this regard is final and no further correspondence in this regard will be entertained.

26. Evaluation Methodology

26.1. Evaluation Process

- 26.1.1. _ SAVITRIBAI PHULE PUNE UNIVERSITY has adopted a Single-Stage Two-Envelope Bid evaluation process in which the Bidder has to submit following bids in separate envelopes at the time of submission of bids as stipulated in this document.
- i) Technical Bid
 - ii) Commercial bids
- 26.1.2. _ SAVITRIBAI PHULE PUNE UNIVERSITY shall evaluate first the 'Eligibility Criteria' and Technical Bids, and based on its evaluation, 'Commercial bids' shall be opened for the eligible proposals only. The final selection will be done based on the Commercial evaluation of technically short listed bidders.

- 26.1.3. During evaluation of Bids, _ SAVITRIBAI PHULE PUNE UNIVERSITY, at its discretion, may ask the Bidders for clarifications of their Bids. The request for clarification and the response shall be in writing (Letter/e-Mail), and it should be submitted within the time stipulated by the _ SAVITRIBAI PHULE PUNE UNIVERSITY. No change in the price of substance of the Bid shall be sought, offered or permitted.
- 26.1.4. Normalization – _ SAVITRIBAI PHULE PUNE UNIVERSITY reserves the right to go for normalization process after eligibility evaluation and accordingly may request all the bidders to submit revised bid (technical or Commercial or both) to avoid any possible ambiguity in evaluation process and to bring further transparency in the evaluation process.
- 26.2. **Preliminary Examinations**
- 26.2.1. _ SAVITRIBAI PHULE PUNE UNIVERSITY may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- 26.2.2. Prior to the detailed evaluation, _ SAVITRIBAI PHULE PUNE UNIVERSITY will determine the substantial responsiveness of each Bid to the Bidding document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from or objections or reservations to critical provisions, such as those concerning Bid security, bid price, eligibility criteria, delivery schedule, SLA, insurance, Force Majeure etc. will be deemed to be a material deviation. _ SAVITRIBAI PHULE PUNE UNIVERSITY's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- 26.2.3. If a Bid is not substantially responsive, it will be rejected by _ SAVITRIBAI PHULE PUNE UNIVERSITY and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 26.2.4. The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.
- 26.3. **Evaluation of Eligibility Criteria**
- 26.3.1. Technical Bids submitted by all the bidders would be evaluated for eligibility as mentioned in the 'Eligibility Criteria' section. Bids not complying with the eligibility criteria are liable to be disqualified/ rejected and will not be considered for further evaluation.

- 26.3.2. Bidders must submit the proof of all the credentials as required for evaluation of eligibility criteria. Claims of the bidders without verifiable facts won't be considered as credentials towards satisfying eligibility criteria.
- 26.3.3. The technical bids will be evaluated for determining the continued eligibility of the Bidder for Project and compliance of the bids with the necessary technical requirements and scope of work of this RFP.
- 26.3.4. _ SAVITRIBAI PHULE PUNE UNIVERSITY may seek specific clarifications from any or all the Bidder(s) at this stage. All the clarifications received within the stipulated time shall be considered for evaluation. In case satisfactory clarifications are not received from the bidders within the stipulated time, the respective technical parameters would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken by _ SAVITRIBAI PHULE PUNE UNIVERSITY.

26.4. Evaluation of Commercial bids

- 26.4.1. In this phase, the Commercial bids of the Bidders, who are found eligible & shortlisted in Technical phase, will be considered for commercial evaluation.
- 26.4.2. Conditional bids shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of bids.
- 26.4.3. Bidders who do not qualify the eligibility evaluation will not be considered for commercial evaluation.
- 26.4.4. The date for opening of Commercial bids will be separately advised.
- 26.4.5. The Total Cost of Operation (TCO) for 1 year would be considered for evaluation of commercials, where:

The TCO (Total Cost of Operation) shall include the total cost of Form A as specified in Section 9 – Forms Format for Commercial bid.

- 26.4.6. The Commercial bid of the eligible bidders will be opened and the bidders will be ranked as L1, L2, L3, etc. on the basis of their TCO Calculated. Where L1 shall be ranked for the commercial bid with lowest TCO.
- 26.4.7. L1 will be shortlisted and awarded the contract considering all clauses of section 28 'Evaluation Methodology'.
In all cases if the contract shall be awarded it shall be awarded to the L1 bidder. _ SAVITRIBAI PHULE PUNE UNIVERSITY reserves the right not to award the contract at all. In this case, the tender shall be cancelled and no other than L1 shall be awarded the contract.

26.5. Arithmetic errors corrections

- 26.5.1. Arithmetic errors, if any, in the price break-up format will be rectified on the following basis:

- a. If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure.
- b. If there is discrepancy in the unit price quoted in figures and words, the unit price, in figures or in words, as the case may be, which corresponds to the total bid price for the item shall be taken as correct.
- c. If the vendor has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
- d. If the unit price quoted by the bidder in figures and in words are equivalent but the total bid price of the item has not been worked out correctly, the unit price quoted by the bidder shall be taken as correct.
- e. The bidders, for whom arithmetic corrections are warranted / required, must accept the arithmetic corrections in writing / mail, within a specified date and time as may be decided by the _ SAVITRIBAI PHULE PUNE UNIVERSITY, or their bid should be rejected.

27. Technical Inspection and Performance Evaluation

The _ SAVITRIBAI PHULE PUNE UNIVERSITY reserves the right to carry out a technical inspection and performance evaluation of the solution offered by bidders.

28. Notification of Award

- 28.1. _ SAVITRIBAI PHULE PUNE UNIVERSITY reserves the right to place the order for all the services or selected services.
- 28.2. The notification of award will constitute the Purchase Order.
- 28.3. The successful bidder shall submit attested copies of all documents submitted in Cover I, to the office of _ SAVITRIBAI PHULE PUNE UNIVERSITY, Pune and shall enter into an Agreement with the _ SAVITRIBAI PHULE PUNE UNIVERSITY, in the format prescribed by the _ SAVITRIBAI PHULE PUNE UNIVERSITY, within 20 days of being notified to do so.

Section C - Scope of Work

1. Product Detail

Savitribai Phule Pune University's IT operations team maintains and manages large network that encompasses thousands of students, faculties, administrators and guests. Security is vital element for any network and having visibility of connected devices and applications is the first step toward protection from malicious attacks. Existing Extreme Analytics integrates seamlessly with Extreme Management Centre and switching platform to baseline applications and user behavior. This enables efficient root cause analysis and prevents shadow IT. Extreme switching platform supports application telemetry and integrates with analytics platform to provide granular insights on who is using what, when and where and deliver exceptional application experience.

1.1. Project Scope

Sr. No.	Part Number	Description	Quantity
Distribution type 1			
1	5520-24X	Extreme Switching 5520 24 1Gb/10Gb SFP+ ports 2 stacking/QSFP28 1 unpopulated VIM slot includes 2 fan modules 2 unpopulated modular PSU slots. Includes 1 year XIQ Pilot Cloud subscription.	6
1.1	95504-5520-24X	PW NBD AHR 5520-24X (3 Years)	6
1.2	XN-ACPWR-350W-FB	350 Watt AC Power Supply Module - Front to Back airflow	12
1.3	10302	10 Gigabit Ethernet SFP+ module, 1310nm, SMF 10km link, LC connector	81
1.4	XIQ-PIL-S-C-PWP	Extreme Cloud IQ Pilot SaaS Subscription and EW SaaS Support	8
Distribution type 2			
2	5320-24T-8XE	Extreme Switching 5320 Universal Switch with 24 x 10/100/1000BASE-T full/half duplex ports, 8 x 1Gb SFP ports upgradeable to 10Gb SFP+ (includes 2 x Stacking ports @10Gb), 1 internal fixed AC PSU, fixed fan modules, Base software license, includes 1-year Extreme Cloud IQ Pilot Subscription	2
2.1	95504-5320-24T-8XE	PW NBD AHR 5320-24T-8XE (3 Years)	2
2.2	5320-10GUPG-8X-LIC- P	License that converts 8x1GbE SFP ports to 10GbE SFP+. Applicable with 24 and 48 port switches of 5320.	2
Access switch type 1			
3	AL3600A05-E6	ERS 3626GTS BASE SW LICENSE	7
3.1	95504-H34018	PW NBD AHR H34018 (3 Years)	7
4	10304	10 Gigabit Ethernet SFP+ passive cable assembly, 1m length.	9
Access switch type 2			
5	AL3600A15-E6	ERS 3626GTS-PWR+ BASE SW LICENSE	2
5.1	95504-H34020	PW NBD AHR H34020 (3 Years)	2
Total Quantity			146

Bidder is expected to quote all the items for the required quantity as per mention is table.

Section D - Terms & Conditions of the Contract

1. Definitions

- 1.1. In this Contract, the following terms shall be interpreted as indicated:
- a) "The _ SAVITRIBAI PHULE PUNE UNIVERSITY" means the _ Savitribai Phule Pune University Pune.
 - b) "The Purchaser" means The _ SAVITRIBAI PHULE PUNE UNIVERSITY Pune.
 - c) The "Vendor" means the person or the firm or the company with whom the order for "Request for Proposal Managed Layer 2 & 3 Switches for SPPU" is placed and shall be deemed to include the Vendor's successors, representatives (approved by the Purchaser), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the contract.
 - d) The "Contract" means the Agreement entered into between the Purchaser and the Vendor as recorded in the Contract Form signed by the Purchaser and the Vendor, including all attachments and annexes thereto and all documents incorporated by reference therein.
 - e) "The Contract Price" means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations;

- f) "Service" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, erection, commissioning, configuration, testing, systems integration, acceptance, warranty and post warranty maintenance and support, provision of technical assistance, and other obligations of the Vendor covered under the Contract;
- g) "Acceptance of Bid" means the letter/telex/telegram/ fax or any memorandum communicating to the selected Bidder the acceptance of his Bid and includes an advance acceptance of his Bid.

2. Contract Price and Payment Terms

- 2.1. The Vendor must accept the payment terms proposed by the _ SAVITRIBAI PHULE PUNE UNIVERSITY. The commercial bid submitted by the Bidders must be in conformity with the payment terms proposed by the _ SAVITRIBAI PHULE PUNE UNIVERSITY.
- 2.2. Payment of first installment will be released only after submission of Performance Bank Guarantee.
- 2.3. Any deviation from the proposed payment terms would not be accepted.
- 2.4. The _ SAVITRIBAI PHULE PUNE UNIVERSITY shall have the right to withhold any payment in case of delays or defaults on the part of the Vendor. Such withholding of payment shall not amount to a default on the part of the _ SAVITRIBAI PHULE PUNE UNIVERSITY.
- 2.5. Penalties as per breach of Service Levels shall be calculated as per SLA and _ SAVITRIBAI PHULE PUNE UNIVERSITY reserves the rights to deduct the penalties from subsequent payments or to recover on immediate basis from the vendor.
- 2.6. All payments to be made to the Vendor under this RFP are linked to and dependent on successful achievement and acceptance of milestones / deliverables / activities set out in the Project Plan and therefore any delay in achievement of such milestones / deliverables / activities shall automatically result in delay of such corresponding payment.
- 2.7. The fees payable by the _ SAVITRIBAI PHULE PUNE UNIVERSITY to the Vendor shall be inclusive of all costs such as insurance, taxes (including service tax, as per the rates applicable), custom duties, levies, cess, transportation, installation, (collectively referred to as —Taxes”) that may be levied, imposed, charged or incurred and the _ SAVITRIBAI PHULE PUNE UNIVERSITY shall pay the fees due under this RFP after deducting any tax deductible at source (—TDS”), as applicable. The Vendor will need to provide the details for the tax rates as considered in the pricing. This will be used for subsequent tax changes.

2.8. Payment Release structure will be as following

Section	Service Area	Payment Milestone	Payment Term
Infrastructure Services	Managed Layer 2 & 3 Switches for SPPU	One Time	pay-out of the commercial price quoted in Format B after successful Installation and implementation report.

3. Order Cancellation

- 3.1. The _ SAVITRIBAI PHULE PUNE UNIVERSITY reserves its right to cancel the order with immediate effect in the event of one or more of the following situations:
- 3.1.1. Delay in commissioning beyond the period specified for commissioning;
 - 3.1.2. Delay in commissioning beyond 2 weeks from the milestone date of each phase;
 - 3.1.3. Breach of any of the terms and conditions of the contract by the Vendor.
- 3.2. In addition to the cancellation of purchase order, The _ SAVITRIBAI PHULE PUNE UNIVERSITY reserves the right to appropriate the damages by foreclosing the Bank Guarantee given by the supplier against the advance Purchase Order.

4. Delay in Installation and Commissioning

- 4.1. If there is a delay in commissioning of the solution, beyond 2 weeks, the vendor will be liable to pay a sum of 1% (one percent) of the total order value per day.
- 4.2. However, the total penalty shall not exceed 15% of the total order value. In the event of delay in commissioning beyond 5 weeks from the milestone date of each phase, the _ SAVITRIBAI PHULE PUNE UNIVERSITY reserves the right to cancel the order.

5. Indemnity

The vendor shall indemnify, protect and save the _ SAVITRIBAI PHULE PUNE UNIVERSITY against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all solutions including software and hardware commissioned by him.

6. Publicity

Any publicity by the vendor in which the name of the _ SAVITRIBAI PHULE PUNE UNIVERSITY is to be used should be done only with the explicit written permission of the _ SAVITRIBAI PHULE PUNE UNIVERSITY.

7. Termination

- 7.1. _ SAVITRIBAI PHULE PUNE UNIVERSITY may, at its sole discretion and at any time terminate the Contract and inform the vendor of _ SAVITRIBAI PHULE PUNE UNIVERSITY's decision by written instruction to that effect after giving a notice of three months for the same. In the event of the Contract being so terminated, the vendor shall take such steps,

as are necessary to bring the Services to an end (including terminating any sub-contracts placed by the vendor) in a cost effective, timely and orderly manner. In the event of termination of contract, the vendor will assist in smooth migration to new vendor.

- 7.2. Should the Services or any portion thereof not be carried out to the satisfaction of _ SAVITRIBAI PHULE PUNE UNIVERSITY as notified under "Project Scope" above or within the time or times specified in or under the Contract, _ SAVITRIBAI PHULE PUNE UNIVERSITY may, without prejudice to any other remedies, by notice in writing to the vendor terminate the Contract either in respect of the Services which have not been carried out in accordance with the Contract at the time of such termination or in respect of all the Services to which the Contract relates other than those carried out in accordance with the Contract before that time. In such case the vendor shall not be entitled under the Contract to payment of any amount by way of compensation.

8. Force Majeure

- 8.1. The vendor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the vendor and not involving the vendor's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public, enemy, acts of Government of India in their sovereign capacity, acts of war, fires, floods, strikes, lock-outs and freight embargoes. If a Force Majeure situation arises, the vendor shall promptly notify the _ SAVITRIBAI PHULE PUNE UNIVERSITY in writing of such conditions and the cause thereof within ten calendar days. Unless otherwise directed by the _ SAVITRIBAI PHULE PUNE UNIVERSITY in writing, the Vendor shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In such a case, the time for performance shall be extended by a period not less than the duration of such delay. If the duration of delay continues beyond a period of 6 weeks, the SAVITRIBAI PHULE PUNE UNIVERSITY and the vendor shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of The _ SAVITRIBAI PHULE PUNE UNIVERSITY shall be final and binding on the vendor.

9. Applicable Laws

- 9.1. The Contract shall be interpreted in accordance with the laws prevalent in India.
- 9.2. Compliance with all applicable laws: The Bidder shall undertake to observe, adhere to, abide by, comply with and notify SAVITRIBAI PHULE PUNE UNIVERSITY about all laws in force or as are or as made applicable in future, pertaining to or applicable to them,

their business, their employees or their obligations towards them and all purposes of this Tender and shall indemnify, keep indemnified, hold harmless, defend and protect _ SAVITRIBAI PHULE PUNE UNIVERSITY and its employees/ officers/ resource/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

Compliance in obtaining approvals/ permissions/ licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate _ SAVITRIBAI PHULE PUNE UNIVERSITY and its employees/ officers/ resource/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom and _ SAVITRIBAI PHULE PUNE UNIVERSITY will give notice of any such claim or demand of liability within reasonable time to the bidder

10. Resolution of Disputes and Legal Jurisdiction

- 10.1. The _ SAVITRIBAI PHULE PUNE UNIVERSITY and the vendor shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, the SAVITRIBAI PHULE PUNE UNIVERSITY and the Vendor are unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration. All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to the sole Arbitrator appointed by the Vice Chancellor of SAVITRIBAI PHULE PUNE UNIVERSITY whose decision shall be final and binding on the parties. The Arbitration and Reconciliation Act, 1996 shall apply to the arbitration proceedings and the venue & jurisdiction of the arbitration shall be Pune.
- 10.2. All disputes arising shall be subject to jurisdiction of the appropriate court at Pune and will be governed by the laws of India.

11. Software Licenses

The vendor must provide all necessary licenses for the system supplied to The _ SAVITRIBAI PHULE PUNE UNIVERSITY.

12. Incidental Services

- 12.1. The vendor shall be required to provide any or all of the following services:
- a) Installation, erection, commissioning, configuration, testing, acceptance, warranty and post warranty maintenance and support in respect of product;
 - b) Performance or supervision of on-site assembly and start-up of the Products;
 - c) Furnishing of tools required for assembly and start-up of the Products;
 - d) Furnishing of detailed operations and maintenance manuals for each appropriate unit of the solutions / services;
 - e) Performance, supervision, maintenance and repair of the supplied Goods, for a period of time agreed by the _ SAVITRIBAI PHULE PUNE UNIVERSITY and the Vendor, provided that this service shall not relieve the Vendor of any warranty obligations under this Contract;
 - f) Provision of technical assistance;
 - g) Other obligations of the Vendor covered under the Contract.

Section E – Bid Formats

1. Form 1 - Covering Letter & Acceptance of Terms and Conditions Contained in the RFP Document

To,
Deputy Registrar,
_ SAVITRIBAI PHULE PUNE UNIVERSITY,
Pune.

Date:

Subject: Acceptance of Terms and Conditions contained in the Document – “Request for Proposal Managed Layer 2 & 3 Switches for SPPU”

Dear Sir / Madam,

I/We, the undersigned, offer installation and commissioning of “Request for Proposal Managed Layer 2 & 3 Switches for SPPU” in conformity with the said tender documents in accordance with the prices indicated in the Commercial bid and made part of this tender.

I/We agree to abide by this tender offer till 6 months from the last date of submission of tender. Our offer shall remain binding upon us and may be accepted by The _ SAVITRIBAI PHULE PUNE UNIVERSITY any time before the expiration of that period.

Until a formal contract is prepared and executed, this tender offer, together with the written acceptance thereof and The _ SAVITRIBAI PHULE PUNE UNIVERSITY’s notification of award, issued by The _ SAVITRIBAI PHULE PUNE UNIVERSITY, shall constitute a binding contract between us.

I/We understand that The _ SAVITRIBAI PHULE PUNE UNIVERSITY is not bound to accept the lowest or any offer the _ SAVITRIBAI PHULE PUNE UNIVERSITY may receive.

I/We have carefully gone through the Terms and Conditions contained in the RFP document. I/We declare that all the provisions of this RFP documents are acceptable to our company. I/We further Certify that I/We am/are authorized signatory of my/our company, and therefore competent to make this declaration.

I/We have never been barred/black-listed or faced any legal action by any by any Public Sector Bank, Trust, RBI or IBA or any other Government entity.

Name & Signature of the bidder
(In the Capacity of):

Name & Signature of Witness

Date and Time

Date and Time

Name & Address of the Company

Seal of the Company

2. Form 2 - Profile of the Bidder

Details filled in this form must be accompanied by sufficient Documentary Evidence in order to verify the correctness of the information

Sr.	Item	Details
1	Name of the company	
2	Registered Address	
3	Year of Establishment	
4	Details of Registration / Incorporation	Copy of the Certificate of Incorporation from the office of the Registrar of Companies
5	Turnover of the company for FY 2022-2023	Copy of the Audited Profit & Loss Statement and Audited Balance Sheet
6	PAN Number	Copy of PAN to be enclosed
7	GST NO	Copy of GST certificate to be enclosed
8	The Company should have never been blacklisted /barred / disqualified by any regulator /Statutory body.	Declaration by the company/Consortium Member

Name & Signature of the bidder

Date and Time

Name & Address of the Company

Seal of the Company

3. Form 3 - Authorization Letter

To,
The Deputy Registrar, _ SAVITRIBAI PHULE PUNE
UNIVERSITY,
Pune.

Date:

Ms. / Mr. _____ is hereby authorized to sign relevant documents on behalf of the bidding organization _____. She / He is authorized to attend meetings and submit technical and financial information as may be required by you in the course of processing the bid for "Request for Proposal Managed Layer 2 & 3 Switches for SPPU".

Authorized Signatory
(In the Capacity of):

Name & Signature of the Representative
Date and Time

Name & Signature of Witness
Date and Time

Name & Address of the Company

Seal of the Company

4. Form 10 - Format of Affidavit

(To be executed on non-judicial stamp paper of Rs. 100/-)

AFFIDAVIT

I,age:yrs.,..... residing at,do hereby state on solemn affirmation that I am the Proprietor/Partner/Director of and submitting the bid for the project, viz. Request for Proposal Managed Layer 2 & 3 Switches for SPPU SAVITRIBAI PHULE PUNE UNIVERSITY, Pune. I further solemnly affirm that all documents submitted by me in Cover I are true and correct and that no false, incorrect, misleading or incomplete information is submitted in the said documents. If any information furnished or statement made in the said documents is found to be incorrect, misleading or incomplete, I will be responsible for the same and shall be liable for legal action.

I also declare that Company have never been blacklisted / barred / disqualified by any regulator /Statutory body under Central Government or State Government Agencies in India.

Signature and Name of the Bidder with Seal