

भारतीय प्रबंध संस्थान कोषिक्कोड

आई आई एम् कोषिक्कोड़ कैम्पस- पी ओ INDIAN INSTITUTE OF MANAGEMENT KOZHIKODE

IIM Kozhikode Campus P.O., Kozhikode, Kerala - 673 570

NOTICE INVITING TENDERS

FOR

PROVIDING COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) FOR NETWORK EQUIPMENT AT IIMK CAMPUS

(Through e-procurement only)

Tender No. 11/01/CAMC/146/NIT-34/2023-IIMK-PUR Dated: 28.02.2024

	Tender 140. 11/01/CAMIC/140/1411 54/2025 IIIVIK 1 01				
1	Name of the work	Tender for Providing Comprehensive Annual Maintenance Contract (CAMC) For Network Equipment at IIMK Campus.			
2	Cost of Bid Document	The bid form can be freely downloaded from IIMK Website: http://www.iimk.ac.in/tender as well as https://mhrd.euniwizarde.com/			
3	Earnest Money Deposit	EMD of Rs.1,50,000/- (Rupees one lakh fifty thousand only) shall be submitted through E-payment mode in the E-procurement Portal. The bidder has to select the payment option as "E-Payment" to pay the EMD.			
4	Period of downloading of Bid Document from IIMK Website	From 28.02.2024 to 20.03.2024 (Till 03:00 PM)			
5	Last Date of Receipt of the Bids	20.03.2024 up to 15:00Hrs			
6	Date of Opening Bid	20.03.2024 at 16:00Hrs			
	For Technical Queries	System Analyst			
		Indian Institute of Management Kozhikode			
7		IIM Kozhikode Campus P.O.			
		Kozhikode – 673 570, Tel: 0495 – 2809157			
	Contact Person	Chief Purchase Officer			
8		Indian Institute of Management Kozhikode			
0		IIM Kozhikode Campus P.O.			
		Kozhikode – 673 570, Tel: 0495 – 2809459			

Amendments to the tender (if any) will be issued only through the website. www.iimk.ac.in and on E-Procurement Portal https://mhrd.euniwizarde.com/

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INDIAN INSTITUTE OF MANAGEMENT KOZHIKODE

IIM Kozhikode Campus P.O., Kozhikode, Kerala - 673 570

Tender No. 11/01/CAMC/146/NIT-34/2023-IIMK-PUR

Bids are invited from eligible and qualified persons/firms for the "Tender for providing Comprehensive Annual Maintenance Contract (CAMC) for Network Equipment" for the Indian Institute of Management Kozhikode. The bid documents are available at www.mhrd.euniwizarde.com, and the last date for the submission of bids is 20.03.2024.

Sd/-Chief Purchase Officer

Date: 28.02.2024

Visit the website for more information:

https://mhrd.euniwizarde.com/

https://www.iimk.ac.in/

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PART-1: GENERAL INFORMATIONS AND INSTRUCTIONS FOR THE BIDDERS

1. Introduction

INDIAN INSTITUTE OF MANAGEMENT KOZHIKODE (IIMK) is one of the premier management institutes in the country set up by the Ministry of Education, Govt. of India, offering the widest range of academic programs in the field of management education. It contributes to management education and developing human resources to meet the requirements of India's economy and industries and is on a high growth trajectory today.

The Institute is planning to appoint an agency to provide Comprehensive AMC for Network equipment and subscriptions such as Cisco network switches, Cisco wireless controllers, Cisco access points, Cisco ISE, Cisco prime, Smart rack and associated peripherals connected to institute LAN infrastructure as described under Annexure A and Provide at least Four OEMcertified onsite engineers for round-the-clock (24 X 7) support.

2. General Information

- 2.1 Contract Period: The contract shall be for 1 year from the date of issue of the CAMC Order, which may be extended further, based on the requirement of the Institute on a yearly basis, a maximum of three years.
- 2.2 Two-Bid system: Under two bids system through e-tendering, only the Technical Bid would be opened on the time and date mentioned above, date of opening of the Price bid will be initiated after acceptance of the technical bids. Price Bids of only those firms will be opened whose technical bids are found compliant /suitable after the technical evaluation is done by IIMK.
- 2.3 The Complete tender documents can be downloaded from the Ministry of Education's online procurement portal (https://mhrd.euniwizarde.com/) or from the Website of IIMK (http://iimk.ac.in/). Information on issuance of corrigendum, if any, related to this tender will also be available on E-Procurement Portal and also in the website of the Institute.
 - a) Please read all the Terms & Conditions carefully before filling up the document. Incomplete Tender Documents will be rejected.
 - b) All pages of the Tender Document must be signed by the authorized signatory and sealed with the stamp of the bidding firm as token of having accepted all the Terms and Conditions of this Tender.
 - c) Manner of submission of the Bids: The bidder has to submit online bids i.e. Technical Bid and Price Bid through e-procurement portal https://mhrd.ewizard.in/. No manual bid will be accepted. Bidders can witness electronic opening of bid.
 - d) The last date and time for submission of the Bids: At 15.00 hrs (03:00 p.m) on **20.03.2024.**
- 2.4 Tenders are to be submitted online through the website stated above. The tender document may be downloaded from website & submission of Technical bid / Price bid as per Tender time schedule.
- 2.5 Time and date for opening of Bids: The Technical Bids will be opened electronically at

1600hrs on 20.03.2024.

- 2.6 **Forwarding of Bids:** Bids should be submitted by Bidders furnishing details like valid GST registration number, Bank account details with address and complete postal address of their office & e-mail ID.
- 2.7 Modification and Withdrawal of Bids: A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Institute prior to deadline prescribed for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified.
- 2.8 Clarification regarding contents of the Bids: During evaluation and comparison of bids, IIMK may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
- 2.9 **Rejection of Bids**: Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection. Conditional tenders will be rejected.
- 2.10 Validity of Bids: The Bids should remain valid till 180 Days from the last date of submission of bid. However, in case of any delay due to genuine reasons, the validity period may be extended further for an additional period of 60 days. If any bidder withdraws his Prequalification Bid before the said period or makes any modification in the Price Bid (BOQ) or terms and conditions of the Prequalification Bid, the Institute, without prejudice to any other right or remedy, will be at liberty to blacklist the bidder for a certain period of time.

3. Instructions to The Bidders

The bidders are required to submit soft copies of their bid electronically on the 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 Portal (https://mhrd.euniwizarde.com/)

3.1 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 Enrolment".
- 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. This would be used for any communication from the e-Wizard Portal.
- c) Bidders to register upon enrolment, with their valid Digital Signature Certificate (Class III Certificates with signing and Encryption key) issued by any Certifying Authority recognized by CCA India with their profile.
- d) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.

- e) Bidder then logs in to the site through the secured log-in by entering their user
- f) ID/password and the password of the DSC / e-Token.
- g) After registration send mail to Helpdesk: helpdeskeuniwizarde@gmail.com for Account activation.
- h) As per portal norms Registration Fee will be applicable.

3.2 Tender Documents Search

- a) Various built-in options are available in the e-Wizard Portal like Department name, Tender category, estimated value, Date, other keywords, etc. to search for a tender published on the Online Portal.
- b) 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.
- c) The bidder should make a note of the unique Tender No assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

3.3 **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 needs 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/XLSX/PNG, etc. formats.

3.4 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 to note that they should necessarily submit their financial bids in the prescribed format given by department and no other format is acceptable.
- d) 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, the opening of bids, etc. The bidders should follow this time during bid submission.
- e) 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.

- f) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- g) 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.
- h) The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.
- i) As per portal norms Tender Processing Fee will be applicable.

3.5 Amendment of Bid Document

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

3.6 Assistance to Bidders

- a) 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.
- b) 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 8448288994/86/87/89/88/81/90/92/82 011-49606060, 07903269552, 9355030608, 9055030613, 7903810198, 9355030606, 9315620706, 9355030623, 9355030628, 8800526452, 9205898228, 9122643040, 9355030604,eprochelpdesk.01 @gmail.com,eprochelpdesk.44@gmail.com,eprochelpdesk.06@gmail.com
- c) The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s).
- d) The bid should be submitted through e-Wizard portal (https://mhrd.euniwizarde.com/) only.

4. Scope of Work

The agency selected will be responsible for the following during the contract period:

- a) CAMC includes hardware, software, support and license-related items of network devices, and the vendor should take all needful action to ensure the devices are in good working condition.
- b) Replacement of the faulty equipment/components with the equivalent/better equipment from respective OEMs.
- c) Renew the subscription-based services for the AMC period.
- d) Configuration in the network as required by IIMK.
- e) Monitor the network performance and optimise the network efficiency and security.

- f) To undertake preventive maintenance to avoid any major failure of the campus LAN facilities and to attend immediately to the complaints about these facilities.
- g) Provide at least Four Cisco-certified onsite engineers (Should be on role) during the CAMC period for round-the-clock (24 X 7) support. (This manpower may also be used to maintain the institute's other networking infrastructure).
- h) In case IIMK wishes to add and/or replace any of the existing network equipment/devices, the agency should configure and make the same operational.

PART II: TERMS & CONDITIONS OF THE CONTRACT

5. Eligibility Conditions / Pre-Requisite Qualifications

- 5.1 The Tenderer/Bidder must be a Government Organization/PSU/PSE/Public Limited Company/Private Limited Company of repute under Indian Laws.
- 5.2 The bidder should be in existence for a minimum period of 5 (five) years.
- 5.3 The Tenderer/Bidder or any of its Directors/Board Members should not have been black-listed by any Government/Semi-Government Organization/Statutory Body during the last three years.
- 5.4 The bidder should have a registered office in Kerala, which should have been operational for the last 3 years. Registration for the same is to be attached.
- 5.5 The Tenderer/Bidder should be a system integrator with proven skills and experience in designing, setting up, operating and maintaining similar LAN facilities.
- 5.6 Bidder should have experience in implementing Wi-Fi networks using Cisco controllers and access points.
- 5.7 Bidder should have implemented at least one similar controller-based Wi-Fi networking project with a minimum of 200 access points (with proof in support).
- 5.8 The Bidder should have at least fifteen (15) service engineers on his payroll with appropriate qualifications and at least two (02) years of experience in handling networks. The Bidder should also have at least four (04) CISCO-certified engineers with valid networking certification (with proof in support).
- 5.9 The bidder should have successfully executed at least **three** similar AMC in Government and/or Private sector costing not less than ₹24.8 Lakhs each or two similar projects costing not less than ₹31 Lakhs each or one similar project costing not less than ₹49.6 Lakhs during the last five years.
- 5.10 The bidder should have ISO 9001:2015 certification.

6. **General conditions:**

6.1 The contract awarded to the successful bidder will be valid for a period of one year from the date of award of the contract. No demand for revision of the rate on any account shall

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- be entertained during the contract period. The contract may be extended for two or more years to render satisfactory services.
- 6.2 Vendor should have valid Cisco Contract and back-to-back support agreement with OEM for all the Items as per Annexure A. 24X7XNBD support required for Wi-Fi controller and core switch and 8X5XNBD support required for other components.
- 6.3 Vendor needs to renew the subscription-based services such as NMS (Cisco Prime), AAA, and Policy Manager for 1500 users (Cisco ISE) for the AMC period.
- 6.4 The firm will be required to depute four Cisco-certified onsite engineers (Should be on role) at the premises of the institute on all days (24 X 7). A minimum of one engineer per shift is required for operation and also to attend to complaints immediately. The deputed persons will report to the authorised representative of the institute.
- 6.5 The firm will be responsible for compliance with all statutory provisions relating to Minimum Wages, Provident Fund, and Employees State Insurance or any other similar organisations, etc., in respect of the persons deployed in the institute, and the institute will have no liability in this regard. However, the firm will submit the monthly statement of wages, PF, ESI or similar benefits paid to the staff employed.
- 6.6 If at any point in time, the services of the technical persons, being provided by the firm, are noticed to be unsatisfactory or not of the expected level in any manner, the firm will be responsible for changing him/her immediately soon after such inadequacies are brought to the notice of the firm verbally/in writing by IIMK.
- 6.7 The firm shall maintain the equipment on site as per the manufacturer's guidelines and shall use the respective OEM's standard components for replacement as far as possible.
- 6.8 The successful bidder will be required to maintain 99.9% uptime of LAN facilities. A Service Level Agreement will be required from the successful bidder to ensure the above uptime as well as that problems are resolved within 8 hours.
- 6.9 No equipment/items or parts thereof will be taken out of the IIMK campus without prior approval of the Competent Authority of the IIMK.
- 6.10 During the period of the contract, if any damage is caused to any of the equipment due to negligence of the contractor, it will be the responsibility of the firm/contractor to compensate for the loss on account of all such damages to the Institute.
- 6.11 During the contract period, if any mishap occurs due to electrocution or faulty fittings, it will be the responsibility of the firm/contractor to compensate the loss on account of injury to any person/property without any liability on the part of the institute.
- 6.12 The Competent Authority reserves the right to conduct a performance review of the contracting firm at any time during the contract period, and deficiencies, if any, may result in termination of the contract. It further reserves the right to terminate the contract by giving one month's notice at any point in time without assigning any reasons.
- 6.13 The rate for AMC for the network equipment/services and manpower for onsite operations and management should be quoted separately. Immediately upon award of the contract, the contractor would give a report of taking over all equipment (giving their configuration)

in working condition. It shall be the responsibility of the firm to keep all the equipment in satisfactory working condition throughout the contract period and also to hand over the equipment/systems to the institute in working condition on the expiry of the contract. In case any damage to the institute's systems/equipment is found, compensation, which will be determined by the institute, will have to be paid by the firm.

- 6.14 Payment will be made on a quarterly basis (at the end of every quarter) on the production of a bill after satisfying IIMK that the services provided have been of the desired level and that the preventive maintenance checks were fully performed.
- 6.15 Except writing rates and amount, the tenderer should not write any conditions or make any changes, additions, alterations and modifications in the printed form of tenders. Tenderers who are desirous to offer a rebate should be brought out separately in the cover letter and submitted along with the tender.
- 6.16 The details/specifications of various equipment/devices to be covered under the Comprehensive Annual Maintenance Contract (CAMC) are given in Annexure-A of the Tender Document.
- 7. Qualification and Experience of Network Engineers: The Cisco-certified (CCNA/CCNP) onsite network Engineers to be deployed at the site should preferably have a Diploma in Computer engineering / Electronics Engineering or equivalent and should have two years of experience in managing and troubleshooting similar networking facilities.
- 8. The bidders are advised to submit the desired papers/documents with their technical bids. Organisational Profile, failing which the bids shall be declared unresponsive.
- 9. The bidder must attach self-attested copies of its Bank Account, PAN, GST number, and Certificate of incorporation/registration.
- 10. Site visit: Every Tenderer/ Bidder is expected to inspect the site and conduct the site survey to understand the network infrastructure deployed, at his own cost before quoting. The bidder must also go through all the terms and conditions as stipulated in the Tender document. It will be construed that the Vendor has inspected the site, understood the network infrastructure and satisfied himself about the Institute's requirements, site conditions, availability of materials and other relevant matters and the quoted rates shall hold good in all conditions.

The contractor shall be deemed to have satisfied himself before submission of the tender as to the correctness and sufficiency of his tender for the services to be provided and the obligations under the contract and all matters and things necessary for the proper execution of the contract.

11. **Earnest Money Deposit (EMD):** Tenderers/Bidders are required to submit a sum of **Rs.1,50,000/-(Rupees one lakh fifty thousand only)** as EMD through E-Payment mode in E-procurement Portal. Bidder has to select the payment option as "e-payment" to pay the EMD as applicable. In case of exemption of EMD, the scanned copy of the document in support of exemption will have to be uploaded by the bidder during bid submission.

Tender received without EMD is liable to be rejected. EMD of the unsuccessful bidders will be returned to them after expiry of the final bid validity and latest on or before the 30th day after

the award of the contract. The bid security of the successful bidder would be returned, without any interest, after the receipt of performance security. EMD is not required to be submitted by those Bidders who are registered with National Small Industries Corporation (NSIC)/MSME Udyog Adhaar however submit valid Registration Certificate along with Profile of the Vendor.

The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender.

12. Performance Guarantee & Agreement:

- (a) Within 15 (fifteen) days of the receipt of award of contract, the successful bidder shall furnish a performance guarantee equivalent to an amount equal to 3% of the Contract value, in the form of Bank Guarantee from any scheduled Bank. The Performance Guarantee shall be kept valid for a period of 14 Months (to be re-validated for such equal periods for which the contract may be extended after the initial period). The Performance Guarantee amount shall be payable without any condition what so ever and these guarantee shall be irrevocable. The Performance Guarantee is intended for securing the performance of the entire tenure of the agreement between IIMK and the Contractor. The Performance Guarantee/Security Deposit shall be released only on satisfactory performance of the terms of agreement between the vendor and IIMK for the entire period of the agreed time frame plus two months. The deposit will not bear any interest.
- (b) The Performance Guarantee/Security Deposit is liable to be forfeited, if the party fails to execute the work as per the terms and conditions of the agreement and to the satisfaction of IIMK or on account of any breach of the agreement.
- (c) Within four weeks from the date of acceptance of the order by the selected Bidder, the Bidder shall execute an Agreement on non-judicial stamp paper of appropriate value (Rs200/-) with IIMK at Kozhikode in a format to be mutually agreed between IIMK and the selected Bidder.
- 13. **Prices:** The rates quoted shall be inclusive of all admissible taxes/Duties/ Levies. Any increase in taxes and other statutory duties/levies after the expiry of the scheduled date of services or award of contract/work order shall be to the vendor's account. However, the benefit of any decrease in these taxes/duties shall be passed on to the IIMK by the supplier.
- 14. **Payment Terms:** Payment will be made on a quarterly basis, at the end of every quarter, on the production of a bill after satisfying IIMK that the services provided during the last quarter have been of the desired level and that the preventive maintenance checks were fully performed.

PAR-III: STANDARD CONDITIONS OF CONTRACT

- 15. **Authorized signatory**: If the tender is made by or on behalf of a company incorporated under the Companies Act of 1956, it shall be signed by the Managing Director or one of the Directors duly authorized on that behalf. If it is made by a partnership firm, it shall be signed with a copartnership name by a member of the firm who shall sign a copy of the Power of Attorney with the tender authorizing him to sign on behalf of the partners. A certified copy of the registered partnership deed shall also be submitted along with the tender.
- 16. The vendor should attach a list of his/her customers with supporting documents, failing which the tender is liable to be rejected.

- 17. **LAW**: The work order and agreement shall be considered and made in accordance with the laws of the Republic of India. The work order shall be governed by and interpreted in accordance with the laws of the Republic of India.
- 18. **Effective date of the contract order**: Normally the contract shall come into effect on the date of its acknowledgment by the bidder (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The services shall commence from the effective date of the contract Order.
- 19. **Dispute resolution**: All disputes or differences arising out of or in connection with the work order shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the contract order or relating to AMC services, which cannot be settled amicably, shall be referred to the Director, IIMK whose decision shall be final and binding on both parties. The Agreement shall be governed by laws of India and court at Kozhikode shall have exclusive Jurisdiction.
- 20. Dispute resolution board: Either party aggrieved by the decision of the Director IIMK may refer the dispute before Dispute Resolution Board. Dispute Resolution Board shall consist of a presiding officer as mutually agreed by both parties failing which will be nominated by the Director IIMK. The said Board may resolve the dispute as per procedure evolved by it however subject to compliance of principle of natural justice. Advocates are not allowed to participate in the proceedings before the Board and both parties shall be represented by their full time officers. The decision/order passed by the board shall be final and binding on both parties. The cost of proceedings will be borne by the both parties.
- 21. Penalty For Use Of Undue Influence: The bidder shall undertake that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of IIMK or otherwise in procuring the work orders or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present work order or any other work order with the Government of India for showing or forbearing to show favor or disfavor to any person in relation to the present work order or any other work order with the Government of India. Any breach of the aforesaid undertaking by the bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the bidder) or the commission of any offers by the bidder or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle IIMK to cancel the work Order and all or any other work orders with the Bidder and recover from the Bidder the amount of any loss arising from such cancellation. A decision of IIMK or the nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Bidder. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Bidder towards any officer/employee of IIMK or to any other person in a position to influence any officer/employee of the IIMK for showing any favor in relation to this or any other work order, shall render the Bidder to such liability/ penalty as IIMK may deem proper, including but not limited to

- termination of the work order, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by IIMK.
- 22. Access to books of accounts: In case it is found to the satisfaction of IIMK that the bidder has engaged an agent or paid commission or influenced any person to obtain the contract as described in clauses relating to agents/agency Commission and penalty for use of undue influence, the bidder, on a specific request of IIMK, shall provide necessary information/inspection of the relevant financial documents/information.
- 23. **Non-disclosure of contract documents**: Except with the written consent of the IIMK/Bidder, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
- 24. **Termination of contract**: The IIMK shall have the right to terminate this contract in any of the following cases without payment of compensation:
 - a) The successful Bidder is declared bankrupt or becomes insolvent.
 - b) The IIMK has noticed that the successful bidder has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
 - c) For non-performance/default in compliance of the terms and conditions of the contract.
- 25. IIMK may terminate this contract at any time with the notice of 30 days in advance.
- 26. **Notices**: Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.
- 27. **Transfer and sub-letting**: The Bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
- 28. **Amendments:** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.
- 29. The Bidder is required to give confirmation of their acceptance of the standard conditions of the contract, which will automatically be considered as part of the contract concluded with the successful Bidder as selected by the IIMK. Failure to do so may result in rejection of the Bid submitted by the Bidder.

PART-IV: PREPARATION OF BID DOCUMENT

30. The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and shall result in rejection of the bid. Each bidder shall submit only one Bid. Bidder shall not contact other bidders in matters relating to this tender.

- 31. All pages of the Bid Document must be signed by the authorized signatory and sealed with the stamp of the bidding firm as token of having accepted all the Terms and Conditions of this Bid
- 32. Complete bid documents can be downloaded from the through Ministry of Education's online procurement portal (https://mhrd.euniwizarde.com/)or from the website of IIMK (http://iimk.ac.in/). Information on issuance of corrigendum, if any, related to this bid will also be available on E-Procurement Portal and also in the website of the Institute.
- 33. Bidders should upload the required details in their own letter-heads. In case desired documents/proof is not enclosed, the Bid may be rejected and no clarification/ enquiry in this regard will be entertained.
- 34. **Bid documents:** The services required to be rendered, bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The Technical Bid shall be uploaded with the following documents duly signed on all pages.
 - a. Tender document (Part I, II, III, IV) signed by authorised signatory.
 - b. Organizational Profile
 - c. Commercial Profile
 - d. Bidder's Work Order Details
 - e. Non-Blacklisting Declaration
 - f. Tenderer Bank information for E-Payment
 - g. Details of registered office in Kerala
 - h. Details of the networking project implemented with a Wi-Fi controller and with a minimum of 200 access points.
 - i. Details of service engineer on the payroll.
 - j. Details of AMC work order.

35. FINANCIAL BID

- (a) The vendor has to submit the price bid as given in the format in **Annexure-F**. The bidder needs to fill up the rates, download the Price Bid (In Excel format) in the designated cell and upload the same in the designated location of BOQ.
- (b) The prices shall be inclusive of all Taxes. However, the basic unit price and all other components of the price need to be individually quoted as per the price schedule given in the Price Bid.
- (c) The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
- (d) "DISCOUNT, if any, offered by the bidders shall not be considered unless they are specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like discount, free service, etc. into account".

36. PERIOD OF VALIDITY OF BIDS

a) Bid shall remain valid for a period not less than 180 days after the deadline date specified for submission.

- b) In exceptional circumstances, IIMK may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing.
 A bidder accepting the request and granting extension will not be permitted to modify his bid.
- 37. Opening of bids: The valid e-bids received through the e-Procurement portal before the deadline will be opened at 16:00 hours on 20.03.2024 by representatives of IIMK and the bidders or their representatives they choose can be log into the e-procurement portal for getting the updates of the bid. In the event of the specified date of bid opening being declared a holiday for IIMK, the bids shall be opened at the appointed time and location on the next working day.
- 38. **Right to accept /reject the bid:** IIMK does not pledge itself to accept the Bid and reserves to itself the right to accept the whole or any part or portion of the Bid or cancel the Bid without assigning any reason whatsoever. IIMK will examine the materiality/significance of the deviation/variation, if any, and shall take its own decision to accept or reject the Bid. IIMK's decision on acceptance/rejection shall be final without assigning any reason thereof. Bid once submitted will not be allowed for revision without the approval of IIMK. Any withdrawal of Bid after submission of offer will result in debarring/blacklisting of the party.
- 39. **Evaluation of bids:** The duly constituted bid evaluation Committee (BEC) shall evaluate the bids and is empowered to make appropriate decisions on minor deviations. The decision of the BEC on Techno–Commercial evaluation(s) shall be final and binding on all the bidders.
- 40. **Award of bid:** The contract shall be awarded to the lowest evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the corresponding bidding document.
- 41. **Acknowledgement/acceptance of the AMC order:** The supplier shall give an acknowledgement of the AMC Order within 10 days of the issue of the same. In case, the supplier fails to acknowledge the order within the stipulated time, the Institute is at liberty to cancel the same.

42. Submission of the bid:

- (a) All bids should be done through the Ministry of Education's online procurement portal at https://mhrd.euniwizarde.com/,
- (b) Tendering shall be in one stage. The Technical Bid (Documents) and Financial Bid (BOQ) shall be accepted only in online mode through E-Procurement Portal. Both the Technical and Financial Bids shall be open on the due date and time as mentioned in the NIT.

FOR FURTHER DETAILS, IF ANY, PLEASE CONTACT CHIEF PURCHASE OFFICER (PHONE: 0495-2809459; E-MAIL PURCHASE@IIMK.AC.IN) BETWEEN 9:30 AM AND 5:00 PM ON WORKING DAYS.

Sd/-Col Biju Warrier (Retd) Chief Purchase Officer

Date: 28.02.2024

List of The list of items to be part of CAMC

Sr No	Туре	Model	Qty
1	Core Switch	Cisco Catalyst 9500-24Q	2 Nos
2	Server Farm Switch	Cisco Catalyst 9300-24UX	2 Nos
3	Access Switch-48 Port	Cisco Catalyst 9300-48T	24 Nos
4	Access Switch-48 Port POE	Cisco Catalyst 9300-48P	18 Nos
5	Access Switch-24 Port POE	Cisco Catalyst 9300-24P	14 Nos
6	Access Switch-8 Port POE	Cisco WS-C3560CX-8PC-S	8 Nos
7	Redundant Wireless LAN controller with 315 AP licenses	Cisco AIR-CT5520-K9	1 No
8	Wireless Access Point (type 1)	Cisco AIR-AP1852I-D-K9	180 Nos
9	Wireless Access Point (type 2)	Cisco AIR-AP1832I-D-K9	135 Nos
10	NMS for LAN & Wi-Fi	Cisco Prime	1 No
11	AAA & Policy Manager (HA mode)	Cisco ISE (1500 user license)	2 Nos
12	Server/computing Hardware required for NMS and AAA	Cisco UCS C220	3 Nos
13	10G LR SFP+ module	Cisco SFP-10G-LR-S=	64 Nos
14	2X 40G Network Module for the access switches	Cisco C9300-NM-2Q	30 Nos
15	QSFP to SFP+ Adapter	Cisco CVR-QSFP-SFP10G=	64 Nos
16	1G LX SFP module	Cisco GLC-LH-SMD=	8 Nos
17	10G direct attach cable 3 mtr	Cisco SFP-H10GB-CU3M=	10 Nos
18	Smart Rack	Netrack iRack-42-RA- 8001200-001-Z0+RSL-004- 4+PDU-V-1-IEC-F20-G4-X3- Y4-Z1-UL+PDU-V-1-IEC-F20- G4-X3-Y4-Z1-UL+HDHCO-2- 150-F+BP-M-TL-3	1 No

Annexure-B

Organizational Profile (Details of the Company)

SI. No	Clarification sought	Details to be furnished		
1	Name of the authorized signatory Contact Address Email Address: Telephone No. Mobile No. Fax No.			
2	Type of company/organization (please tick)	☐ Private Limited Company ☐ Public limited Company ☐ Others (specify)		•
3	Year of Incorporation:			
4	Has the company/organization ever been black- listed by Govt. of India, if No , please attach a self-deceleration			
	Annual turnover during the financial years:	Year	Amou	nt (in lakhs)
5		2020-21		
١		2021-22		
		2022-23		
6	Confirm whether the company/organization is a systems integrator with proven skills and experience in designing, setting up, operating and maintaining similar facilities? Please attach the completion certificate as a proof for expertise			
	Number of similar projects executed during	Val	ue	Number
7	last 5 years:			
	Total number of above projects executed	No. of Proje	cts:	
8	during last 2 financial years and the total value	Value		
	of these projects		•	
9	Number of qualified technical personnel	ALL INDIA KERALA		
10	Confirm whether company/organization has	☐ YES		
	local support facility at Kozhikode (please tick)	□ NO		
77	Whether the Bidder is authorized by the OEM	☐ YES		
	to participate in this Tender?	□ NO		

[Note: Please attach documentary proof in support of the information furnished above, wherever necessary, duly signed by the authorized signatory]

Date: (Signature of Authorized Signatory)

Annexure-C

Commercial Profile

	Financial Year	Turnover in Rs.	Net Taxable Income	Remarks
Bidder's Annual				
Turnover for last three	2020-21			Supporting Documents are to
Financial years & Income Tax Returns for last	2021-22			be attached along with the Annexure (Balance Sheet
three financial years				approved by the CA and the IT clearance
	2022-23			certificate, profit loss account)

Date: Authorized Signatory:

Annexure-D

Non-Blacklisting Declaration

(To be submitted on Letter Head of bidder along with Technical Bid)

Dated:

To,

Head (Administration & HR)
Indian Institute of Management Kozhikode
IIM Kozhikode Campus P.O.
Kozhikode – 673 570

Subject: Declaration for Non-Blacklisting

Tender Reference No: 11/01/CAMC/146/NIT-34/2023-IIMK-PUR dt. 28.02.2024

Dear Sir,

I/We hereby declare that I/we have not been blacklisted by any Central/ State Government/agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world during last 5 years for any kind of fraudulent activities.

Yours Faithfully,

(Signature & Name of the Bidder, with Official Seal)

TENDERER BANK INFORMATION FOR E-PAYMENT

1	Name and Full address of the Tenderer & E-Mail address	
2	Credit Account No.	
3	Account Type (SB or CA or OD)	
4	Name of the Bank	
5	Branch full address with Telephone No	
6	Telephone/Mobile/Fax No. of the Tenderer	
7	PAN (Permanent Account Number)	
8	GST Registration Number	
9	Xerox Copy of Cheque and PAN card should be enclosed.	

PRICE BID

The contractor is advised to visit the IIMK Campus before submitting his tender.

Sr No	Description	(Lump sum for a period of One year contract , inclusive of all taxes, levies and duties)
1	CAMC charge	
2	Four OEM Certified Site Engineers for a period of 1 years	
	Total Amount Quoted (1+2)	

^{*}Details of the network equipment are mentioned in Annexure-A separately

Note: The bidder needs to fill up the rates, downloaded for the **Price Bid (In Excel format)** in the designated cell and upload the same in designated location of **BOQ**.