

Notice Inviting Tender (NIT)

(E-PROCUREMENT MODE ONLY)

Indian Institute of Technology Dharwad (IIT Dharwad) invites online bids (e-tender) in two bid system from reputed, experienced, and financially sound parties.

1	Date of Tender Publishing on website	20.11.2023
3	Bid submission Start date and time	20.11.2023
4	Last Date and Time for Submission of Bids/Tender	12.12.2023 upto 11:00 AM
5	Opening of Technical Bid	13.12.2023 at 11:30 AM
6	Estimated tender value	Rs. 11,50,000.00
7	EMD	Rs 34,000/- (Exemption for NSIC & MSME) @ 3% Of Estimated Tender Value.
8	Schedule of Opening Commercial Bids	Schedule for opening of Commercial Bid will be notified on CPPP.

The Tender Document can be downloaded from **Central Public Procurement (CPP) Portal <http://eprocure.gov.in/eprocure/app>** and bid is to be submitted online only through the same portal up to the last date and time of submission of tender.

The right to suspend the tender process or part of the process, to accept or reject any or all the tenders at any stage of the process and/or to modify the process or any part thereof at any time without assigning any reason thereto vests with IIT Dharwad without any obligation or liability whatsoever.

1. GENERAL INSTRUCTIONS TO TENDERERS/BIDDERS

The tender document can be downloaded from <http://eprocure.gov.in/eprocure/app> and should be submitted ONLY through the same website. The bid will remain valid for 180 days from the date of opening of the financial bid as prescribed by IIT Dharwad. A bid valid for a shorter period shall be rejected, being non-responsive.

1.1 INSTRUCTION TO THE BIDDERS

- i. Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online Bidder Enrolment" on the CPP Portal. The registration is completely free of charge.
- ii. Possession of a valid Class II/III DSC in the form of smart card / e-token is a prerequisite for registration and participating in the bid submission activities. DSCs can be obtained from the authorised certifying agencies recognised by CCA India (e.g. Sify/TCS/nCode/eMudhra, etc.).
- iii. Bidders are required to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- iv. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible for ensuring that they do not lend their DSCs to others which may lead to misuse.
- v. The Bidders are required to login to the site through the secured login portal by entering their respective user ID/password and the password of the DSC.
- vi. The CPP portal also has user manuals with detailed guidelines on enrolment and participation in the online bidding process. The user manuals can be downloaded for reference.
- vii. Any queries related to the process of online bid submission or queries related to CPP Portal, in general, may be directed to the 24x7 CPP Portal Helpdesk.

1.2 ONLINE BID SUBMISSION PROCEDURE

SET-1: This set of documents should comprise the following files that are necessary for the technical evaluation of the bidding Agency:

- i. **FILE-1:** Scanned copy of Annexure-1 (Statutory Documents) along with all the supporting documents as a single PDF file (name this file as **AnnexureA.pdf**).
- ii. **FILE-2:** Scanned copy of Annexure-2 (Self Certification) along with supporting documents(if any) (name this file as **AnnexureB.pdf**).
- iii. **FILE-3:** Scanned copy of Annexure-3 (Work Order Details) along with supporting documents as a single PDF file (name this file as **AnnexureC.pdf**).
- iv. **FILE-4:** Scanned copy of Annexure-4 (Annual Turnover Details) along with supporting documents as a single PDF file (name this file as **AnnexureD.pdf**).
- v. **FILE-5:** Scanned copy of any other relevant documents as a single PDF file (name this file as **AnnexureE.pdf**).

SET-2: This set should comprise the following files that are necessary for the financial evaluation of the bidding Agency:

1. **FILE-6:** Scanned copy of the Financial Bid as per **Annexure-5** filled with all relevant information as a single PDF file (name this file as **AnnexureF.pdf**).

1.3 BID OPENING

- i. Technical Bids will be opened on the said date and time.
- ii. Financial Bids of the eligible bidders will be opened on a later date. The date and time for the opening of Financial Bids will be announced later through CPPP.
- iii. Bids will be summarily rejected if the tenders are submitted other than through online mode within the stipulated date/time.

2. BID EVALUATION PROCESS

Institute will evaluate the responses of the Bidders. The Institute shall evaluate the responses to the tender document and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.

The decision of the Institute in the evaluation of responses to the tender document shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee. The Institute may ask for meetings with the Bidders to seek clarifications on their bids. The Institute reserves the right to reject any or all bids on the basis of any deviations. Each of the responses shall be evaluated as per the criteria and requirements specified in this tender document.

CRITERIA FOR EVALUATION

A. Qualification Criteria

<u>Sl. No.</u>	<u>Criterion</u>	<u>Documents to be provided</u>
<u>1</u>	The bidder shall be a firm/ company/ partnership/ proprietorship firm registered under the Indian Companies Act, 1956/ the partnership Act, 1932 and who have their registered offices in India.	Copy of Certificate of incorporation and Partnership Deed. (As the case may be)
<u>2</u>	Bidder should have a minimum average annual turnover of 50 lakhs in last three years <u>exclusively from providing catering services</u> (FY 2019-20, 2020-21, 2021-22). For this purpose, last financial year would be considered as the one ended on 31.03.2022 and not any later period.	To be certified & validated by Chartered Accountant (CA) of the bidder's organization with name of CA, registration number, signature and stamp. In case of failure to submit aforesaid document, bids will not be considered.
3	Bidder should be OEM/ Authorized Partner/service provider of the OEM. In case the bidder is an Authorized Partner or Service Provider a valid Agency-ship/ Dealership Certificate (MAF specific to this tender for active component) to quote on behalf of OEM should also be enclosed along with the technical bid. A document in support of this must be enclosed.	Bidder should need to submit Technical Compliance on OEM Letterhead with signed and stamp with the Technical Bid.
4	OEM/bidders should have Sales and support office in Country.	A self-certified document in support of this must be enclosed.

5	The warranty provided by the bidder should have a back-to-back arrangement with the OEM.	Letter of Authorization and signed by competent authority at the OEM.
6	The bidder should be ISO 9001 or better certified.	A copy of ISO Certificate should be enclosed.
7	Bidder should be registered with Income Tax and Goods & Service Tax departments	(a) copy of PAN/GIR Card (b) copy of Goods & Service Tax registration certificate in respect of Providing catering Services
8	The bidder should have support center with minimum 3 relevant support/network engineers.	A self-certified document in support of this must be enclosed.
9	The bidder or any of its partners/directors etc. should not have been black listed/debarred by any of the government service provider or department or should not have been found to be guilty of moral turpitude or convicted of any economic offense or with violation of any labour laws etc. by any court or any authority appointed to enforce any labour laws or regulations.	Self-Declaration in the format as per Annexure-'2'
10	The vendor/OEM should be able to provide 24x7 NOC & Tele support of their own if required by IITDh at agreed terms.	A self-certified document in support of this must be enclosed.
11	The bidder should have at least 3 years' experience of similar nature of work	Work orders issued by the organization.

3. NOTIFICATION OF AWARD

The successful Bidder will be notified that its bid has been accepted. In case the bidding process / public procurement process has not been completed within the stipulated period, the Institute, may request the Bidders to extend the validity period of their bid.

8.1 PERFORMANCE GUARANTEE

The successful bidder will have to submit/deposit Ten percent (10%) of the Work Order Value towards the performance security in the form of DD/TDR/FDR/Bank Guarantee valid for contract period plus three months (90 days) at the earliest. No interest will be paid by Institute on the deposit (Annexure- 6).

8.2 SIGNING OF CONTRACT

Subsequent to receipt of valid Performance Security from the successful Bidder, the parties shall enter into a contract, incorporating all clauses, pre-bid clarifications, and the bid of the Bidder, between the Institute and the successful Bidder.

4. SCOPE OF WORK

1. During the AMC period if any hardware issues are found, the hardware will be replaced within 24hrs.
2. During the AMC period if upgrades to the firmware are available, the upgrades will be applied. In addition, any troubleshooting required would be done.
3. During the AMC period if any changes would be required with respect to the configuration of access points, they would be done.
4. During the AMC period day to day monitoring of access points would be done. Periodically, a report on the health of access points would be shared.
5. Details of items are as follows: -
 - i. Cloud SW subscription and NBD hardware replacement / same day ship for access points (100 access points)
 - ii. The access point model is: Arista/MOJO C110
6. **Time to Resolve (TTR) and associated penalty.** TTR is defined as the time taken to resolve the issues logged. The Severity Levels for measuring TTR shall be classified by competent authority of IIT Dharwad as High, Medium and Low on the basis of critical nature of the issue. The penalties for failing in providing permissible TTR are given below: -

<u>Sl. No.</u>	<u>Permissible TTR</u>	<u>Penalties per Day of Delay/ per Fault/per Occasion</u>
(a)	Within 12 hours from the call logging time-forall High Severity events.	Failing on TTR for High Severity events, Rs. 5,000/-
(b)	Within 24 hours from the time of attending the problem for all Medium Severity events.	Failing on TTR for Medium Severity events, Rs. 3,500/-
(c)	Within 36 hours from the time of attending the problem for all Low Severity events.	Failing on TTR for Low Severity events, Rs. 2,000/-

7. Uptime, Downtime and associated Penalty the Service Provider needs to maintain the uptime as follows: -
 - a) The entire software services are required to be up and running with 99.5% uptime on a monthly basis, barring scheduled and mutually agreed upon downtime. The solution once implemented and accepted by the IIT Dharwad, shall be functional with an uptime of 99.5% on 24*7*365 basis.

b) The required software service shall have highest possible uptime.

8. **Calculation of Uptime/Downtime.** “Downtime” is total minutes in a month software services were not fully functional (which can be attributable to the Service Provider).

Up-time is calculated on monthly basis as: -

$\frac{\{\text{Total Minutes in the Month} - \text{Downtime of software services in minutes}\} \times 100}{\text{Total Minutes in a Month}}$

- Where the total minutes in the month are calculated as (60*24* total no. of days in that particular month.)

9. **Calculation of Penalty.** In case, the Service Provider exceeds downtime more than 0.5% of total minutes in the month, then a penalty of 1% of Total value of work will be imposed. Such penalty will be deducted from the performance guarantee submitted against the Contract or from the bill amount that is due for payment to the Service Provider.

10. The Competent authority of IIT Dharwad shall reserve the right for levying penalty or cancellation of contract. The contract may be terminated in the event of occurrence of any of the following eventualities: -

- a. The expiry / termination of the contract period - Without any prior notice on giving one-month notice to the contractor by the Institute. During the period of notice both the parties shall continue to discharge their duties and obligations.
- b. If contractor cancels the contract before the expiry of the contract period, PBG will be forfeited without any clarification.

5. SPECIAL TERMS AND CONDITIONS

5.1 **Vacation of Premises**

The Service provider shall give vacant possession of the facilities/premises made available to the Service provider by IIT Dharwad and return all furniture, fixture, equipment and other items made available by IIT Dharwad in good condition after the contractual period is over or if the contract is earlier terminated. Handing over of the vacant possession of the premises and equipment etc, shall be affected within 5 days of the completion of the period of contract or termination of the contract. If the Service provider fails to do so, the Institute shall be free to take possession of the premises by opening the lock(s), if necessary, and make out an inventory of all furniture material and equipment and shall be free to deduct from the Caterer's bill(s) or Performance Bank Guarantee, any item found to be missing at the replacement cost of the material/equipment, furniture etc., given to the Service provider by the institute.

5.2 **Force Majeure**

The Service provider shall not be entitled to claim any compensation from the Institute for the loss suffered by him on account of delay by the Institute in the supply of useable water, electricity etc, where such delay is covered by difficulties relating to the supply of wagons, force majeure including non-allotment of such materials by controlling authorities, acts of god, acts of enemies of the state/country or any reasonable cause beyond the control of the Institute.

5.3 **Other Conditions**

- a) In case the bidders/successful bidder(s) are found in breach of any condition(s) at any stage of the tender, Earnest Money/Performance Security shall be forfeited.
- b) IIT Dharwad reserves the right to relax/amend/withdraw any of the terms and conditions contained in the Tender Document without assigning any reason thereof. Any inquiry after submission of the quotation will not be entertained.
- c) Conditional tenders shall not be considered.
- d) IIT Dharwad reserves the right to modify/change/delete/add any further terms and conditions prior to issue of the work order.
- e) IIT Dharwad may issue a corrigendum to tender documents before the due date of Submission of the bid. The bidder is required to read the tender documents in conjunction with the corrigendum, if any, issued by IIT Dharwad. The bidder is not supposed to incorporate the amendment in the body of the tender document.

- 5.4 **Arbitration.** All disputes, differences, claims and demands arising under or pursuant to or touching the agreement shall be referred to the sole arbitrator to be appointed by

the Institute. The award of the sole arbitrator shall be final and binding on both the parties under the provisions of the Arbitration and Conciliation Act, 1996 or by statutory modification/re-enactment thereof for the time being in force. Such arbitration shall be held at Dharwad, Karnataka. It is clarified that Civil court shall have no jurisdiction to entertain any such disputes.

- 5.5 **Jurisdiction of Courts.** In all matters and disputes arising hereunder, the appropriate Courts at Dharwad Karnataka only shall have jurisdiction to entertain and try them.
- 5.6 **Indemnity and agreement clause.** The successful bidder will be required to enter into an agreement with IIT Dharwad as per the prescribed format and execute a notarized indemnity bond on non-judicial stamp paper of appropriate value at his own cost to indemnify IIT Dharwad against possible or unforeseen eventualities arising out of or flowing from the contract awarded. Terms and conditions in this Tender Document will form the Contract agreement.
- 5.7 **Extension Clause:** The work order will be issued initially for a period of one year. The work order may be extended under the same rate, terms & conditions of the tender for further two years (year to year basis) subject to satisfactory services rendered by the service provider. Decision for extension shall be taken by the authority of the Institute only.
- 5.8 The institute authority has all the rights to relax any terms and conditions of the bid document if required at any stage of the tendering process.

STATUTORY DOCUMENTS
(TO BE PROVIDED ON THE LETTERHEAD OF THE AGENCY)

Name of the Party		
Date of Incorporation / Establishment		
PAN Number		
Sales / Service Tax Registration Number		
Registered Office Address		
Documents as per Section 2 under qualification criteria, point no. 1		
Documents as per Section 2 under qualification criteria, point no. 3,4		
Documents as per Section 2 under qualification criteria, point no. 05		
Documents as per Section 2 under qualification criteria, point no. 07		
Documents as per Section 2 under qualification criteria, point no. 08,09		
Documents as per Section 2 under qualification criteria, point no. 10		
Authorized Signatory Details	Name	
	Designation	
	Email	
	Phone	
Details of Contact other than Authorized Signatory	Name	
	Designation	
	Email	
	Phone	
Remarks: Valid supporting documents are to be attached along with this Annexure.		

Signature with Seal of the Bidder:

Name in Block Letter:

Designation:

Contact no.

Date:

Full Address:

SELF-DECLARATION - NO BLACKLISTING

(Date)

Registrar, IIT Dharwad

Dear Sir,

Ref: TENDER FOR PROVIDING SW SUBSCRIPTION LICENSE FOR WIFI ACCESS POINTS AND HARDWARE REPLACEMENT AT IIT DHARWAD

In response to the TENDER FOR PROVIDING SW SUBSCRIPTION LICENSE FOR WIFI ACCESS POINTS AND HARDWARE REPLACEMENT AT IIT DHARWAD, I/ We hereby declare that presently our Company/ firm

_____ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/ Autonomous Body. We further declare that presently our Company/ firm is not blacklisted or debarred and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission including violation of relevant labour laws.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, our security may be forfeited in full and the bid, if any to the extent accepted may be cancelled at any stage and the contract may be terminated and we shall be debarred from bidding in future against any other tender.

Yours faithfully,

Place:

Signatures _____

Date:

Name _____

Seal of the Organization

ANNUAL TURNOVER DETAILS
(TO BE PROVIDED ON THE LETTER HEAD OF THE AGENCY)

Evaluation Criteria			Remarks
Bidder's Annual Turnover for last three financial years from similar services.	Financial Year	Turnover in Rs.	
	2021-22		To be certified & validated by Chartered Accountant (CA) of the bidder's organization with name of CA, registration number, signature and stamp. In case of failure to submit aforesaid document, bids will not be considered.
	2020-21		
	2019-20		

Signature with Seal of the Bidder:

Name in Block Letter:

Designation:

Contact no.

Date:

Full Address:

WORK ORDER DETAILS
(TO BE PROVIDED ON THE LETTER HEAD OF THE AGENCY)

S. No.	Evaluation Criteria	Name of the Client	Order No. and Date	Amount of the work order (INR)	Remark
1	List of Work Orders where similar type of Work(s) executed by the Agency during last 03 years as on the date of publication of this tender				Valid supporting documents are to be attached along with this Annexure. Satisfactory performance certificate should also be attached with this annexure

Signature with Seal of the Bidder:

Name in Block Letter:

Designation:

Contact no.

Full Address:

Date:

PRICE BID

Sl No	<u>Description</u>	<u>Rate offered (INR)</u>
1.	Annual Subscription License for WiFi Access Points and hardware replacement.	

Notes: -

- (a) The bidder is to acquaint himself with the scope of work, all terms and conditions & penalty details etc. of the tender document before quoting the rates.
- (b) The rate should be exclusive of GST. GST shall be applicable extra as per the prevalent rate. The quoted rate should be inclusive of all other charges towards successful operation of mess as per terms and conditions of this tender document.
- (c) The bidders are to strictly adhere to the minimum wages (including VDA), ESI, EPF & any other statutory requirement under the prevalent rules applicable for Zone "B" prescribed by Central Ministry of Labour and Employment, Govt. of India. Under no circumstance, the rates payable to manpower being deployed should be lower than the prescribed rates.

Signature with Seal of the Bidder:

Name in Block Letter:

Designation:

Contact no.

Date:

FORMAT FOR PERFORMANCE GUARANTEE BOND

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred)

(TO BE ESTABLISHED THROUGH ANY OF THE NATIONAL BANKS (WHETHER SITUATED AT HUBLI / DHARWAD OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT HUBLI / DHARWAD OR ANY SCHEDULED BANK SITUATED AT HUBLI / DHARWAD. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.)

To,
The Registrar,
Indian Institute of Technology Dharwad, Karnataka-580011.

LETTER OF GUARANTEE

WHEREAS Indian Institute of Technology, Dharwad (Buyer) has invited Tenders vide Tender No.

_____ Dt. ____ for ' _____ ANDWHEREAS the said tender document requires that any eligible successful Contractor (seller) wishing to supply the service in response thereto shall establish an irrevocable Performance Guarantee Bond in favour of "**Registrar, Indian Institute of Technology, Dharwad**" in the form of Bank Guarantee for Rs. _____

_____ **Only** (03% (Three percent) of the contract value) and valid till **one year or up to warranty period whichever is later** from the date of issue of Performance Guarantee Bond may be submitted within 15 (Fifteen) days from the date of Order Acknowledgment as a successful bidder.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said Contractor (seller) failing to abide by any of the conditions referred in tender document / purchase order / performance of the catering service this Bank shall pay to Indian Institute of Technology, Dharwad on demand and without protest or demur Rs.

_____ **(Amount of PBG)**

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

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

Notwithstanding anything contained herein:

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

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at

_____ situated at _____ (Address of local branch).

Yours truly,

Signature and seal of the guarantor:

Name of Bank:

Address:

Date:

Date and place with seal

Name, signature of the authorised representative of the bidder