

Additional Skill Acquisition Programme (ASAP)
(An Initiative of Departments of Higher Education and General Education)
Government of Kerala
3rd Floor, Trans Towers, Vazhuthacadu,
Thiruvananthapuram, Kerala

**Supply of Network Active Equipment for the Skill Development
Centre's (SDCs) of ASAP**

TENDER DOCUMENT

Tender ID: 2019_ASAP_258880_1

S/n	Event/ Details	Date / Details
1	Date of Issue of Tender	3 rd January 2019
2	Pre Bid Meeting	10 th January 2019, 11:30 AM
3	Bid submission end date	23 rd January 2019, 6:55 PM
4	Technical Bid Opening date	25 th January 2019, 11:00 AM
5	Tender Processing Fee	Rs. 5,900/- (Including GST)
6	EMD	Rs. 25,000/-

Additional Skill Acquisition Programme (ASAP)
(An Initiative of Departments of Higher Education and General Education
Government of Kerala
3rd Floor, Trans Towers, Vazhuthacadu, Thiruvananthapuram, Kerala

Section 1 – Invitation for Bids

Dear Sir/Madam

Ref No:

Subject: Supply of Network Active Equipment for the Skill Development Centre's (SDCs) of ASAP

1. The Additional Skill Acquisition Programme (ASAP), Department of Higher Education, Government of Kerala, (hereinafter called ASAP) invites proposals from reputed dealers, suppliers, manufacturers having 3 years operational experience in manufacturing, supply or dealing of Network Equipment for the Supply of Network Active Equipment.

1.1. More details on the scope of works, terms and conditions are specified in Section 3.

1.2. Details/documents provided for the submission of Proposal

- (a) Section 1 – Invitation For Bids
- (b) Section 2 – Instructions to Bidders
- (c) Section 3 – Scope of work, terms and conditions
- (d) Section 4 – Selection Process
- (e) Section 5 – Bidding formats (Technical and Financial)
- (f) Annexure 1 : Self-Declaration - Non Blacklisting
- (g) Annexure 2 : List of SDCs requiring items
- (h) Annexure 3 : Technical specification of equipment's
- (i) Annexure 4 : Installation certificate
- (j) Annexure 5 : After sale service details
- (k) Annexure 6 : Manufacture authorisation form
- (l) Annexure 7 : Technical Compliance statement
- (m) Annexure 8 : Compliance checklist for bidder

1.1 The tender documents can be downloaded from the website www.etenders.kerala.gov.in or from ASAP website www.asapkerala.gov.in. For participating in the tender, the potential bidder shall furnish an amount of Rs.5000/-+ Rs. 900/- as GST @ 18% as tender fee and Rs.25,000/- as Earnest Money Deposit (EMD) through online.

1.2 Proposals must be direct, concise, and complete. ASAP will evaluate bidder's proposal based on its clarity and the directness of its response to the requirements of the project as outlined in this tender document.

1.3 **Pre-bid meeting**

ASAP will conduct a Pre-bid meeting at **11:30 AM on 10th January 2019 at ASAP Secretariat**, Transtowers Basement Floor, Conference Vazhuthacud, Thiruvanthapuram-14. Interested bidders may attend the pre-bid meeting at their own expense and also send their queries to ASAP, only by email to procurement@asapkerala.gov.in, with the subject "RFP Clarification" on or before **9th January 2019, 05.00 PM**. The queries received without the subject line specified will not be considered. Telephone calls related to queries will not be entertained. ASAP will not be responsible for any of the bidder's email related to the query that has not been delivered to the address mentioned above. The queries from the bidders will be considered in the following format only.

S/n	Queries	Ref. Section, Page No: and Clause in the RFP Document
1		
2		

1.4 Bidders shall furnish the required information on their technical and financial proposals in the enclosed formats only. Any deviations in format, the tender will be liable for rejection.

1.5 **Submission of Bids:** Both technical and financial bids shall be submitted online through <https://etenders.kerala.gov.in> and in accordance to the instructions given in this tender document. Technical bid should be submitted in the format given. The financial bid offering the rates should be inclusive of all taxes has to

be submitted in BOQ specific to the tender. The financial bids submitted in any other format will be treated as non-responsive and not be considered for evaluation.

- 1.6 Both bids should be submitted online on or before **5:00 PM, 23rd January 2019**.
- 1.7 **Opening of Proposal:** Technical proposals will be opened online, by Chief Executive Officer, Additional Skill Acquisition Programme or his authorized representative or by a committee constituted for this purpose, on **25th January 2019, 11:00 AM**. Financial bid will not be opened until technical evaluation has been completed , results approved and notified to all qualified Suppliers eligible for bid opening.
- 1.8 ASAP will follow the **Least Cost Selection (LCS)** process. One supplier will be selected based on technical and financial evaluation and an agreement will be signed between the selected suppliers and ASAP for supply of Network Active Equipment for the Skill Development Centres of ASAP.
- 1.9 **Key Events/Points**

S/n	Event/ Details	Date / Details
1	Date of Issue of Tender	3 rd January 2019
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Yours faithfully,
Chief Executive Officer
Additional Skill Acquisition Programme
Government of Kerala

SECTION 2. INSTRUCTIONS TO BIDDERS

2.1 Definitions

Government means Government of Kerala, represented by the Chief Executive Officer of Additional Skill Acquisition Programme.

Technical Committee is a sub Committee constituted by Chief Executive Officer, Additional Skill Acquisition Programme to decide on the technical aspects of the proposal and to evaluate the same.

Finance Committee is a sub Committee constituted by Chief Executive Officer, Additional Skill Acquisition Programme to decide on the financial aspects of the proposal and to evaluate the same.

Tender Inviting Authority is the Chief Executive Officer of Additional Skill Acquisition Programme who on behalf of Government or Project calls and finalise tenders

Blacklisting/debarring – the event occurring by the operation of the conditions under which the bidders will be prevented for a period of 1 to 5 years from participating in the future tenders of Tender Inviting Authority or any other State Government/Central Government/PSUs.

Skill Development Centre – The Educational Institution in the state where Skill training is getting imparted to students

2.2 General Provisions:

Tenders shall be submitted through the e-tender portal www.etenders.kerala.gov.in Bidders has to enroll themselves in the e-tender portal and digital signature certificate is required. The details can be obtained from the e-tender portal under the menu 'downloads'.

2.3 Corrupt and Fraudulent Practices

ASAP requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in this proposal. In further pursuance of this policy, the selected suppliers shall permit ASAP or its representatives to inspect the accounts, records and other documents relating to the submission of the Proposal and execution of the contract, in case of award, and to have the records inspected by ASAP.

2.4 Conflict of Interest

- i. The supplier is required to provide professional, objective, and impartial services, at all times holding ASAP's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work. The supplier has an obligation to disclose to ASAP any situation of actual or potential conflict that impacts its capacity to serve the best interest of ASAP. Failure to disclose such situations may lead to the disqualification of the supplier or the termination of its Contract and/or sanctions by the Government.
- ii. Without limitation on the generality of the foregoing, and unless stated otherwise in this RFP, the Supplier shall not be hired under the circumstances set forth below may be in conflict with another assignment of ASAP.
 - b. Relationship with the ASAP's staff: a supplier (including its subsidiaries /partners) that has a close business or family relationship with a professional staff of the ASAP who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to ASAP throughout the selection process and the execution of the Contract. Any other types of conflicting relationships as indicated in the RFP

2.5 In preparing the Proposal, Suppliers is expected to examine the tender document in detail. Material deficiencies in providing the information requested in the tender document may result in rejection of the Proposal.

2.6 The Suppliers shall bear all costs associated with the preparation and submission of proposal, and ASAP shall not be responsible or liable for those costs, regardless of

the conduct or outcome of the selection process. ASAP is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Suppliers.

- 2.7 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Suppliers and ASAP, shall be written in English only. All documents produced as annexures in any Language, other than English, should be accompanied by certified translated copy in English.
- 2.8 **Confidentiality:** From the time the Proposals are opened to the time the Contract is awarded, the Suppliers should not contact any of the officials of ASAP on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Supplier who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.
- 2.9 Any attempt by the suppliers or anyone on behalf of the Suppliers to influence improperly ASAP in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Government sanctions procedures.
- 2.10 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Supplier intends to contact ASAP on any matter related to the selection process, it should do so only in writing.
- 2.11 The Bids should be submitted only through the e-tender portal www.etenders.kerala.gov.in on or before **06:55 PM, 23rd January 2019**. Suppliers shall upload all the necessary documents in the e tender portal before the last date & time for online submission. Proposal received after the submission deadline will be treated as non-responsive and will be excluded from further evaluation process
- 2.12 Proposals must be direct, concise, and complete. ASAP will evaluate bidder's proposal based on its clarity and the directness of its response to the requirements of the project as outlined in this tender document. Bidders shall furnish the required information on their technical and financial proposals in the enclosed formats only. Any deviations in format or if the proper information are not provided properly, the tender will be liable for rejection. Tender Evaluation committee may seek clarification, if required, while evaluating the proposal.

- 2.13 The technical bid opening date, time and the address are as stated in the tender document. The Financial Proposal shall remain securely stored online till the technical evaluation is completed and the results intimated to all successful bidders
- 2.14 Technical bid will be opened by Chief Executive Officer, ASAP or his authorised personnel on the day mentioned in this tender document on **25th January 2019 at 11:00 AM**. ASAP reserves the right to withdraw this tender, if ASAP determines that such action is in the best interest of the Government of Kerala. ASAP undertakes that all the information shared by the applicant will be held in strict confidence and will not be made public unless directed by law.
- 2.15 The applicant submitting their tender would be responsible for all its expenses, costs and risks incurred towards preparation and submission of their bid, ASAP shall, in no case, be responsible or liable for any such costs whatsoever, regardless of the outcome of the process.
- 2.16 **Validity of Terms of the Bid:** Each bid shall indicate that it is a 'firm and irrevocable offer' and shall remain valid for a period of four months (120 days) from the last date of submission of the Bid. Non-adherence to this requirement may be a ground for declaring the Bid as non-responsive. ASAP may solicit the applicants consent to an extension of tender validity (but without the modification of the tender conditions).
- 2.17 **Arbitration and Jurisdiction :** If any disagreement or dispute arising between Government of Kerala and supplier in connection with the work order, both parties will make every effort to resolve it amicably, by direct negotiation. If they failed to resolve, ASAP will refer such issues to an arbitrator, appointed by Government of Kerala and the award of the arbitrator, as the case may be, will be final and binding on both the parties. Proceedings shall, unless otherwise agreed by the Parties, be held in Thiruvananthapuram, Kerala.
- 2.18 **Applicable law:** The work order shall be governed by the laws and procedures established by Government of Kerala, within the frame work of applicable legislation and enactment made from time to time concerning such commercial dealings. Any default in the terms and conditions of the document by the Supplier will lead to rejection of work order.
- 2.19 **Amendment of Tender Document:** At any time prior to the deadline for submission of the tender, ASAP may for any reason, modify the tender document. The

amendment document shall be notified through the website www.etenders.kerala.gov.in and such amendments shall be binding on all the bidders.

2.20 Disqualification

ASAP may at its sole discretion and at any time during the evaluation of tender, disqualify any applicant, if the applicant;

1. Submitted the tender after the response deadline;
2. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
3. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures etc. in any of the projects in the preceding three years;
4. Submitted a tender that is not accompanied by required documentation or is non –responsive
5. Failed to provide clarification related thereto, when sought;
6. Was declared ineligible/blacklisted by State/UT/Central Government;
7. Tried to influence the evaluation process either directly or indirectly

2.21 Information relating to the examination, clarification, comparison and evaluation of the proposal submitted shall not be disclosed to any of the responding applicants or their representatives or to any other persons not officially concerned with such process until the evaluation process is complete. Undue use by any applicant of confidential information related to the process may result in rejection of its proposal.

2.21 Disclaimer

1. The information submitted in response to this tender may be subject to the public release (as per RTI norms). Applicants responding to this invitation assume the risk of public disclosure.
2. This is not to be considered as a commitment by ASAP to contract for services. Please be advised that ASAP will not pay for any information provided as a result of this invitation and will not recognise or reimburse any cost associated with any tender submission.
3. This tender does not entail any commitment on the part of Government, either financial or otherwise.

4. ASAP reserves the right to accept or reject any or all tender without incurring any obligation to inform the effected applicant/s of the reasons.
5. Submission of tender documents does not create any obligation on the part of ASAP in terms of providing business or in any other area.

2.22 Online payment for e-Tenders

Only SBI MoPS can be used for payment.

2.23 Earnest Money Deposit (EMD):

In order to ensure maximum number of competitive tenders, an amount of Rs. 25,000/- (Rupees twenty Five thousand only) has been fixed as Earnest Money Deposit (EMD).

1. Bidder shall submit EMD online in the e-tender portal & non- submission of sufficient EMD shall be one of the primary reasons for rejection of the offer in the first round.
2. Public Sector Undertakings and MSMEs registered within the State are exempted from remittance of EMD subject to submission of valid documents
3. None of the bidders other than those specified above are exempted from the remittance of EMD, in any case.
4. EMD of unsuccessful bidder will be discharged/ returned as promptly through online transfer.
5. The successful bidder's EMD will be discharged upon the bidder signing the contract and furnishing the performance security.
6. No interest will be paid for the EMD submitted.

The EMD will be forfeited, if a tenderer;

1. Misrepresents facts or submit fabricated / forged/ tampered/ altered / manipulated documents during verification of tender process.
2. Withdraws its bid after the opening of bid;
3. A successful bidder, fails to sign the contract after issuance of Letter of Intent
4. Fails to furnish performance security after issuance of Letter of Intent.
5. The EMD provided could be converted as performance security to the extent possible.

The bids will not be considered for further processing if bidders fail to comply on clauses above.

2.24 Performance Security Deposit: The successful bidder has to remit 10% of the total value of supply order as performance security deposit, in terms of Bank Guarantee/Deposit having validity for 60 months from the date of agreement. The bank guarantee/deposit will be released/refunded to the successful bidder after completion of the contract period after deducting the penalties if any.

2.25 Tender processing fee: The successful bidder has to remit Rs.5000+ Rs. 900 (GST @ 18%) (Five Thousand Nine Hundred only) as tender processing online through e procurement portal.

2.26 Commencement of Supply of items: The successful bidder should sign the contract agreement within 7 days of issue of letter of intent. The successful bidder should complete the delivery of the Network Active equipment in the listed SDCs given in the Annexure 2 within 40 days of Issue of letter of intent.

2.27 Government of Kerala – Corrupt and Fraudulent Practices

ASAP follows policy of Government of Kerala for anti-corruption and fraudulent practices to maintain sound procurement principles of open competition, economy and efficiency, transparency, and fairness. ASAP requires the suppliers to observe the following Government manuals (amended from time-to-time) during the selection process and in execution of such contracts

- The Kerala Financial Code (KFC), 2008 (7th Edition, 1st Edition was in 1963),
- The Stores Purchase Manual (SPM), 2013.

SECTION 3. TERMS AND CONDITIONS

- 3.1 Sequential page numbering should be provided on all the pages of the bid submitted (including supporting documents).
- 3.2 Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471- 2577088, 2577188, 2577388 or 0484 - 2336006, 2332262 - through email: etendershelp@kerala.gov.in; for technical assistance for participating in this e-tender.
- 3.3 Tenders received online after the stipulated date and time shall not be entertained. The ASAP shall not be liable for any delays what so ever with respect to power failure, website issues etc. and tender received after the stipulated time/date are liable to be rejected summarily without giving any reason.
- 3.4 The Technical Bid will be opened on **25th January 2019 at 11:00 AM** in the ASAP Secretariat, 3rd Floor Trans Towers, Vazhuthacaud, Trivandrum, Pin: 695014 in the presence of those tenderer(s)/bidder (s) who wish to be present. No separate communication will be sent in this regard. In the event of due date being a closed holiday or declared Holiday for State Government offices, the due date for opening of the bids will be the following working day at the appointed date, time and venue.
- 3.5 ASAP shall have the right to assess the competencies and capabilities of the Tenderer/Bidder by going through the credentials given in the Technical/Financial bid and on the basis of such credentials, ASAP may reject the candidature of the Tenderer/bidder without assigning any reason. In such case(s) the financial bid shall not be opened for that particular Tenderer/bidder. The Financial bid of only those parties who qualify in the technical scrutiny shall be opened.
- 3.6 Non acceptance of any of the terms and conditions as stated in tender and non-submission of the stipulated Earnest Money Deposit (EMD) shall render the Tender invalid. Only tenderer(s) bidder(s) whose Technical / Infrastructure particulars as stated in tender are determined to be in consonance with Institute's requirements shall be considered further in the Tender Evaluation Process.
- 3.7 The tenderer/bidder should be a registered company under Companies Act, 1956 or Original Equipment Manufacturer[OEM] or Authorized Dealers for at least 3 (Three) years on the date of the submission of the tender.

- 3.8 Escalation matrix up to the level of CEO/MD of the prospective vendor company must be provided with phone number and email address of all personnel in the matrix.
- 3.9 In case the Bidder fails to execute the work as per the tender; or fails to deliver the satisfactory after sales service or fails to execute SLA, the ASAP shall have the right to invoke the said Bank Guarantee and shall also forfeit the entire security deposit. No interest will be payable by ASAP on the security deposit, so held. The CEO of ASAP reserves the right to accept or reject any or all tenders including the lowest tender/ s. without assigning any reason at its sole discretion and the decision of the CEO shall be final and binding on all concerned.
- 3.10 ASAP does not bind itself to accept the lowest or any tender or to assign any reason thereof and also reserves the right of accepting the tender in whole or in part. The part acceptance of the tender will not violate the terms and conditions of the contract and the tenderer / bidder will execute the work at the specified rates without any extra charges or compensation within the stipulated period.
- 3.11 The whole items included in the Tender shall be supplied by the Tenderer/Bidder and the Tenderer/Bidder shall not directly or indirectly transfer assign or sublet the contract or any part thereof or interest therein without the written consent of ASAP.
- 3.12 All costs, charges and expenses that may be incurred by the Tenderer/Bidder in connection with the preparation of his tender shall be borne by him and the ASAP will not accept any liability whatsoever in this regard.
- 3.13 Time is the essence of the contract and the tenderer/Bidder is required to complete the service in all respects within the stipulated time to the satisfaction of ASAP.
- 3.14 It shall be clearly understood that the rates quoted in the tender will be for complete cost of the items, as per instructions to Tenderers / Bidders, conditions of Contract and specifications and also for all such works as are necessary for the proper completion of the contract, although specific mention thereof may not have been made in the specifications or tender documents. The rates shall be firm and shall not be subject to cost escalation. The tenderers / bidders shall quote rates inclusive of all **statutory levies, taxes, charges, surcharges, GST, & other taxes**. No component of cost / tax shall be paid by ASAP unless the same is included specifically in price bid.

3.15 Termination of the Contract

1. The Contract in whole or part can be terminated before the issue of supply order at the option of the ASAP, if the ASAP for any reason whatsoever does not require the whole or part of the items thereof as specified in the tender to be supplied out and in the said event the ASAP shall give notice of the fact with reason to the Tenderer / Bidder, who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which would have derived from the supply of the items in full, but which he did not derive in consequences the whole supply of the items not having been carried out, neither shall he have any claim on compensation / damage for the loss suffered by him by reason of termination of contract by the ASAP and of any alterations having been made by the ASAP in the original specification or the designs and instruction which shall involve any curtailment of the items contemplated.
 2. The ASAP without prejudice to any other remedy, reserves the right to terminate the Tender / Contract in whole or in part and also to blacklist a Tenderer / Bidder for a suitable period in case he fails to honour his bid / contract without sufficient grounds or found guilty for breach of condition of the tender / contract, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by such Tenderer / Bidder or by its staff.
- 3.16 No claim for interest shall be entertained by ASAP with respect to any money or balances, which may be in its hands owing to a dispute between itself and the Tenderer/bidder.
- 3.17 ASAP reserves the right to accept or reject any or all the tenders/bids without assigning any reason.
- 3.18 ASAP shall not be liable for any unforeseen delay. Tenders received after the stipulated date and time shall not be admitted.
- 3.19 Prices quoted should be for the supply of the Network Active Equipment as stated in clause 3.22 at the Skill Development Centre's of ASAP in Quantities at the location as specified in Annexure 2 of this RFP.

- 3.20 The bidder shall ensure the replacement warranty from the Original Equipment Manufacturer for a period of 5 years. (OEM website confirmation should be produced by the bidder)
- 3.21 Though ASAP prefers to deal with manufacturers/principal manufacturers directly, it may also consider the offers received through its authorized channel partners, provided the principal authorizes the said channel partner in this regard.
- 3.22 Details of the equipment to be supplied :

S/n.	Description of the items	Qty. (in nos.)
1	Firewall (Fortinet)	13
2	Wireless Access Point with PoE injector (Fortinet)	26
3	16 Port Un-Manageable Network Switch	12

Note: As the Data Centre firewall installed at ASAP-Head Quarters is Fortinet 1000C, which acts as the VPN concentrator for the remote offices, the network active equipment shall be of Fortinet make.

3.23 Prequalification Criteria

The invitation to bid is open to all bidders who qualify the Prequalification Criteria as given below.

SI No	Prequalification Criteria	Documents to be submitted
1	The bidder must be a registered legal entity in India either OEM or Authorized dealer	Copy of Certificate of Incorporation issued by Registrar of Companies/Registration certificate and authorization certificates in case of authorized dealers.
2	The bidder should not be currently blacklisted by any Central/ State Govt. dept. /Public Sector Unit.	Self-declaration to be submitted in stamp paper of Rs.200 and duly attested by notary public as given in Annexure 1

3	The Manufacturer/ Dealer/ Supplier must have average annual turnover of Rs.10 Lakh per annum during the last 3 financial years i.e; (2015-16, 2016-17 and 2017-18)	Certificate of the Chartered Accountant stating that Annual turnover for (2015-16, 2016-17 and 2017-18)/ Audited financial statement of the Organisation for above period signed by Chartered Accountant
4	Manufacture dealer/Supplier must have a valid PAN Number and GST registration	Copy of GST registration and Copy of PAN

3.24 All the documents submitted by the bidder in e-tenders should carry the signature of the authorized signatory and stamp of the organization.

3.25 Technical Evaluation (Mandatory)

No.	Technical Evaluation Criterion	Supporting Documents to be Submitted
1	Manufacturer/ Dealer/ Supplier experience of having successfully undertaken at least one similar work (supply of Network Active Equipment in multiple locations in Kerala), valued not less than Rs.5 Lakhs in a single year, during any of the last three years (2015-16, 2016-17 and 2017-18)	Document showing work order/Supply Order and corresponding completion certificate /Payment Certificate of the client.
2	Device performance evaluation by Technical Committee	Samples of the proposed items shall be submitted to ASAP IT Division for the physical performance evaluation by technical

No.	Technical Evaluation Criterion	Supporting Documents to be Submitted
		committee within 7 days of technical bid opening

3.26 Delivery Period

The Delivery, Installation and configuration of the equipment will be completed within 40 days from the issue of letter of intent. Any delay by the Tenderer in the delivery of goods and services shall render the Tenderer liable to any or all of the sanctions viz. invocation of Bank Guarantee / forfeiture of security deposit, imposition of liquidated damage, Blacklisting etc. If the tenderer fails to deliver any or all of the goods and services or complete the installation / commissioning within the period specified in the purchase/work order, the ASAP shall without prejudice to its other remedies deduct penalty as per penalty clause

3.27 **Penalty Clause:** The successful bidder (L-1) has to supply the items to the locations specified and collect the receipt from the respective Programme managers of skill development centre in which the equipment is to be installed within period of 40 days from the date of letter of intent.

3.28 If the successful bidder fails to deliver any or all of the goods within 40 days, ASAP shall deduct penalty at the rate of 5% of the quoted price for the first seven days and 10% of the quoted price for the next seven days against the delayed supply.

3.29 Order will be cancelled if the delay is more than 14 days and work will be issued to the second successful bidder (L2)

3.30 **Payment Terms:** The payment will be made against delivery and the submission of the invoices with the delivery receipts signed by the respective Programme managers and warranty card (online OEM website confirmation). No advance payment will be made in any case and TDS will be deducted as per rules. Payment will be made in following schedule:

S/n	Description	Percentage
1	Against Supply of materials/items as given clause 3.22 to the respective skill development centres listed at Annexure 2.	90% of the Contract Value

	(Delivery Note signed by respective Programme Manager)	
2	After completion of the installation works (IT Division by ASAP)	10% of the Contract Value

SECTION 4. SELECTION PROCESS

4.1 Responsiveness of Bid

The Bids submitted by Bidders shall be initially scrutinized to establish “Responsiveness”. A Bid may be deemed “Non-responsive” if it does not satisfy any of the conditions mentioned below, but not limited to;

- i. It is not received within the time and date specified.
- ii. It does not include sufficient information for evaluation and
- iii. It is not in the formats specified or incomplete in any respect.
- iv. It is not satisfying prequalification criteria

4.2 Evaluation

4.2.1 A two-stage evaluation procedure will be adopted for evaluating the proposals for selection of the Suppliers. The financial bids shall be opened only after the completing the evaluation of the technical proposal. ASAP will follow the **Least Cost Selection (LCS) process**. Only one bidder will be selected.

4.2.2 The Evaluation shall be strictly based on the information and supporting documents provided by the applicants in the tender. It is the responsibility of applicants to provide all supporting documents necessary to fulfil the mandatory eligibility criteria.

4.2.3 The ASAP’s evaluation committee shall evaluate the Technical Proposal on the basis of their responsiveness to the Scope of work, Terms and Conditions, applying the evaluation criteria and sub-criteria along with the compliance to the technical specifications of the items. A Proposal shall be rejected at this stage if it does not respond to important aspects of the tender. After the evaluation is completed and ASAP shall notify in <https://etenders.kerala.gov.in> and in website <http://www.asapkerala.gov.in> and those suppliers that have been technically qualified. The Financial Proposals shall be opened by the Chief Executive Officer or his authorized representative through <https://etenders.kerala.gov.in> online. The suppliers will get message on the financial proposal opening date and time prior to

the scheduled opening and also able to view financial proposal price online. These Financial Proposals shall be then opened, and the prices recorded.

- 4.2.4 Initially the bidder's responses will be reviewed for compliance with the terms and conditions mentioned across different sections of this RFP document. The bidders who fail to comply with any of the terms and conditions mentioned may be termed as non-responsive and will not be evaluated further. For those bidders who have qualified the terms and conditions and prequalification criteria, technical evaluation will be conducted followed by the price-bid evaluation. The bidders who qualify the minimum technical requirement will be considered for the price-bid evaluation. The price proposals will remain sealed until the technical evaluation is complete.
- 4.2.5 The financial bid shall contain the financial details offered for the supply of the Network Active Equipment at the ASAP Skill development centres as stated in the Annexure 2.
- 4.2.6 The Supplier is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, including taxes, specified in the Financial Proposal shall be considered as the offered price. The Bidder shall quote rates inclusive of all statutory levies, taxes, charges, surcharges, GST and other taxes etc. The Prices shall be FIRM throughout the period of contract. No component of cost / tax shall be paid by the ASAP unless the same is included specifically in the Bid. Any alteration in the rates etc., will not be allowed on any ground, such as mistake, misunderstanding etc., after the Bid has been submitted. The Bidder shall quote rate only in Indian Rupees
- 4.2.7 The financial bids are to be uploaded only in the BOQ in the e-tenders portal <https://etenders.kerala.gov.in>. The rates quoted against each item in the BOQ will be including all taxes.
- 4.2.8 It is cautioned that any supplier which discloses its rates in the technical bid will be summarily rejected.

4.2.9 Technical Evaluation sheet

RFP NO.					
EVALUATION DATE					
SL No.	Evaluation Criteria	Bidder-1	Bidder-2	Bidder -n	Remarks
1	Manufacturer/ Dealer/ Supplier experience of having successfully undertaken at least one similar work (supply of Network Active Equipment in multiple locations in Kerala), valued not less than Rs.5 Lakhs in a single year, during any of the last three years (2013-14, 2014-15 and 2015-16)	(Qualified/ Not Qualified)	(Qualified/ Not Qualified)	(Qualified/ Not Qualified)	
2	Device performance evaluation by Technical Committee	(Qualified/ Not Qualified)	(Qualified/ Not Qualified)	(Qualified/ Not Qualified)	

SECTION 5: BID FORMS

Form 1

Details of Applicants Operations

A. General Information about the Applicant

SL No	Information sought	Details to be furnished
1	Contact Details of the Applicant	
1.1	Name of Organization	
1.2	Address	
1,3	Telephone	
1.4	Email	
1.5	Website	
1.6	Name of key functionary and designation	
1.7	Email of key functionary	
1.8	Mobile No of key functionary	
2	Business Information	
2.1	Registration Number	
2.2	Registration Status of the Organization (Public/Private Ltd/ Company/ Society/Trust/ Consortium/ Joint Venture/ etc.)	
2.3	Year of Establishment	
2.4	Details of Registration (attach the photocopy of the Incorporation Certificate/ registration/Agreement) along with memorandum of association, byelaw etc.	Attached / Not Attached
2.5	Details of board of Directors/Governing Body	Attached / Not Attached
2.6	Self- Declaration for Non- Blacklisting by Sate/UT/Central Govt./PSU	Attached / Not Attached
2.7	PAN No:	
2.8	GST Registration No.	

Form 2

Undertaking

We have carefully read the entire set of Tender Documents (Tender no:.....) of ASAP for the supply of Network Active Equipment and accept all the terms and conditions therein are submitting herewith. We also undertake that there is no conflict of interest as specified in Clause 2.4 (i, ii a, b & c) of Tender document.

We as manufacturer/supplier/dealer confirm our acceptance for the Terms and conditions in the RFP with Chief Executive Officer, ASAP

We agree to bind by this offer if we are the selected bidder.

For and on behalf of :

Signature :

Name :

Designation with seal :

(Authorized Representative and Signatory of the bidding entity)

Form 3

Financial Proposal Submission Form

{Location, Date}

To: [Name and address of Client]

Dear Sir,

I/We, the undersigned, offer to provide supply of Network Active equipment for ASAP in accordance with your tender document [Insert Date] and our Technical Proposal.

My/Our attached Financial Proposal is for the amount of Rupeesper piece of each item as in the below format {Insert amount(s) in words and figures},

Network Active Equipment	Basic Price	GST	Total Price

My/Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in the Tender.

This bid should be “firm and irrevocable offer “and should be validdays from date of opening of the bid.

I/We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: ____

In the capacity of: _

Address:

Office seal

Annexure 1

Self-Declaration - Non Blacklisting

(On non-judicial stamp paper of Rs200/- and **duly attested by Notary Public**)

To

The Chief Executive Officer,
Additional Skill Acquisition programme

Sir,

In response to the RFP reference no..... dated.....for selection of
**Manufacture/dealer/Supplier for the Supply of Network Active Equipment to the
Skill Development Centres of ASAP**

I hereby declare that presently our company is having an unblemished record and is not declared ineligible for corrupt and fraudulent practices either indefinitely or for a particular period of time by any state/Central Government/PSU/Autonomous body.

I further declare that our company is not blacklisted and not declared ineligible for reasons other than Corrupt and Fraudulent practices by any State/Central Government/PSU/Autonomous Body on the date of submission of RFP.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking You

Name of the Bidder

Authorised Signatory

Seal of the Organisation

Annexure 2 –

List of SDCs to which IT Equipments to be delivered (Item and Quantity wise)

Sl No.	IT Equipment's	Item Description	Firewall (Fortinet)	Wireless Access Point with PoE	16 Port Unmanageable Network Switch
1	GHSS Chandiroor Alapuzha	Qty	1	-	1
2	GHSS Kuthuparamba Kannur	Qty	1	3	1
3	GHSS Punalur Kollam	Qty	1	-	1
4	GHSS Pala	Qty	1	-	1
5	Govt Ganapath HSS Farooke	Qty	1	3	1
6	GHSS Kuttipuram	Qty	1	3	1
7	GHSS Kottapuram	Qty	1	3	1
8	GHSS Cherpulassery	Qty	1	3	1
9	GHSS Kadapra	Qty	1	3	1
10	GHSS Perikaloor	Qty	1	3	1
11	GHSS Manathavady	Qty	1	3	1
12	ASAP Headquarters, Trivandrum	Qty	2	2	1
	Total Requirement		13	26	12

Note: As the Data Centre firewall installed at ASAP-Head Quarters is Fortinet 1000C, which acts as the VPN concentrator for the remote offices, the network active equipment shall be of Fortinet make.

Annexure 3 – Technical specification of equipment

SI No	Item	Minimum Requirement
1	Firewall - Fortinet	FWF-60E or Higher with Enhanced FortiCare for 5 Years.
		The proposed Firewall shall be 100% compatible with Central Firewall - Fortinet 1000C
		Warranty: 5 Year Comprehensive on site OEM
2	Wireless Access Point with PoE injector	Forti WiFi 221 E or higher Indoor-Dual Band - Dual radio controller - Radio 1 shall support 802.11 a/b/g and Radio 2 shall support 802.11 a/n/ac. The proposed access point shall be 100% compatible with Central Access point controller Fortinet 1000C Warranty: 5 Year Comprehensive on site OEM
3	16 Port Unmanageable Network Switch	Ports - RJ-45 10/100/1000Base-T -16 Nos
		Power source : 110 V AC to 240 V AC, Form Factor : 1U Rack mountable
		Warranty: 5 Year Comprehensive on site OEM

Annexure 4 – Installation Certificate- Template

{Location, Date}

To: Customer Name & Address

Details of the Equipment Installed

SI No	Description of Equipment Installed	Quantity	Serial no of the Equipment	Date of successful Installation

I/We, the undersigned, agrees that the above given equipment successfully installed and tested working in good condition

Authorised Signatory of client

Seal of the Organisation

Annexure 5 – After sales service details

{Location, Date}

To: Chief Executive Officer

Additional Skill Acquisition Programme

Dear Sir,

I/We, the undersigned, offers to provide the following after sales services during the contract period for ASAP in accordance with warranty conditions for the following equipment's.

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

Name of the Bidder/OEM

Authorised Signatory

Seal of the Organisation

Annexure 6 – Manufacturers Authorisation Form

(To be submitted by suppliers/dealers/representatives)

{Location, Date}

To: Chief Executive Officer
Additional Skill Acquisition Programme

Dear Sir,

Tender No: Equipment Name:

I/We are the original manufacturers of the above equipment having registered office at<Address of registered office with contact no.& email id>..... Having factories at<Address of factory with contact no.& email id>.. do here by authorise M/s.....< Address of dealer/supplier with contact no.& email id > to submit tenders and subsequently to negotiate and sign contract with you against the above tender.

We hereby declare that we are willing to provide gurantee/warranty and after sales service during the period of warranty as per the above tender. We also here by undertake to provide full guarantee/warrantee as agreed by the tenderer in the event the tenderer fails to provide satisfactory after sales service during such period of comprehensive warranty and to supply all spares during the said period. We also hereby declare that we have the capacity to manufacture and supply, install and commission the quantity of the equipment tendered within the stipulated time.

Name of the Manufacturer
Authorised Signatory

Seal of the Organisation

Annexure 7 : Technical Compliance Statement

		Item	Firewall
		Proposed Make	
		Proposed Model	
SI No	ITEM	Minimum Requirement	Bidders Response on Compliance (Complied/NotComplied)
1	Fortinet FortiWiFi-Firewall	FWF-60D or Higher with Enhanced FortiCare for 5 Years.	
		The proposed Firewall shall be 100% compatible with Central Firewall - Fortinet 1000C	
		Warranty: 5 Year Comprehensive on site OEM	

		Item	Wireless Access Point with PoE injector
		Proposed Make	
		Proposed Model	
SI No	ITEM	Minimum Requirement	
2	Wireless Access Point with PoE injector	Indoor-Dual Band - Dual radio controller based thin access point	
		Radio 1 shall support 802.11 a/b/g and Radio 2 shall support 802.11 a/n/ac.	
		The proposed access point shall be 100% compatible with Central Access point controller Fortinet 1000C	
		Warranty: 5 Year Comprehensive on site OEM	

		Item	16 Port Un-Manageable Network Switch
		Proposed Make	
		Proposed Model	
SI No	Item	Minimum Requirement	Bidders Response on Compliance (Complied/NotComplied)
3	16 Port Un-Manageable Network Switch	Ports - RJ-45 10/100/1000Base-T -48 Nos with minimum of 4 PoE ports	
		SFP ports – 2nos, Console Management – 1	
		Memory: 128 MB	
		Power source : 110 V AC to 240 V AC, Form Factor : 1U Rack mountable	
		VLAN - 802.1Q-based VLANs for segmentation of networks	
		SNMP - SNMP versions 1, 2c, and 3 with support for trap	
		Management features: Traceroute, single IP management, SSL security for web user interface, port mirroring, DHCP client, Ping; syslog; Telnet client (SSH secure support).	
		Warranty: 5 Year Comprehensive on site OEM	

Annexure 8 – Compliance Check list for Bidders

(The documents listed below should be enclosed with page numbers as specified below)

SI No	Documents	Page Number	
		From	To
	Document to be enclosed with technical cover		
1	Form 1- General Information about the applicant		
2	Form 2- Undertaking		
3	Constitution/ charter documents/ certificate of incorporation/ partnership deed/ Registration under which the Manufacturer/ dealers/suppliers has been established / incorporated		
4	Details/Profile of board of Directors/Governing Body		
5	Self-Declaration non Black listing to be submitted on Non Judicial stamp paper with the signature of authorized signatory of supplier/dealer attested by Notary Public		
6	Certificate of the Chartered Accountant stating Annual turnover for 2015-16, 2016-17 and 2017-18		
7	Copy of GST registration, Copy of PAN.		
8	Document showing work order/supply order and completion certificate /Payment order of the client for supply and installation of IT Equipment for not less than Rs.80 Lakhs from single work order during any of the last three years(2015-16, 2016-17 and 2017-18) issued by authorized officer of the client.		
9	Document showing the execution details of the at least two contracts (it should include details like supply order with no and date, Quantity, client contact details, delivery and installation details) in Kerala.		
10	After sales service details as per Annexure -5		
11	Manufacturers Authorization Form Annexure -6 for each product		
12	Technical Compliance Statement as per Annexure -7		
13	OEMs Product Catalog for all the quoted product.		
	Document to be enclosed with Financial cover		
1	BOQ		
2	Financial Proposal Submission form- Form 3		

