

# INDIAN INSTITUTE OF MANAGEMENT AMRITSAR

Punjab Institute of Technology, Inside Govt. Polytechnic Campus,

Polytechnic Road, G.T. Road, Chheharta, Amritsar (Punjab)

Ph. 0183 -2254538

Web site: <http://www.iimamritsar.ac.in>

## TENDER FOR COMMISSIONING, TESTING AND PROVIDING DEDICATED INTERNET CONNECTIVITY FOR IIM AMRITSAR

### TECHNO-COMMERCIAL BID

Issued to: -----  
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<b>Tender Reference No.</b>	<b>IIM ASR /NIT/38/2017-RE</b>
<b>Date of Issue of NIT</b>	<b>11-09-2017</b>
<b>Date of Pre-bid Meeting</b>	<b>22-09-2017 at 12.00 PM</b>
<b>Due date of receipt of Bids</b>	<b>25-09-2017 up to 3.00 PM</b>
<b>Opening of Technical Bid</b>	<b>25-09-2017 at 3.30 PM</b>
<b>Opening of Price Bid</b>	<b>Will be intimated later</b>

## **TENDER FOR COMMISSIONING, TESTING AND PROVIDING DEDICATED INTERNET CONNECTIVITY**

### **Details of Requirement**

Indian Institute of Management Amritsar invites proposals from the local Class Internet Service Providers (ISPs) for providing Internet connectivity at the Institute's following premises:

**Indian Institute of Management, Amritsar, Punjab Institute of Technology Building,  
Inside Government Polytechnic Campus, Polytechnic Road  
PO: Chheharta, G.T. Road, Amritsar - 143105  
Phone Number - 183- 2254538, +917589401323**

Type of connectivity : **Dedicated Internet Connectivity on Scalable Ethernet solution**

Connectivity Media : **End to end underground OFC**

Internet Bandwidth required : **100 Mbps (1:1)**

### **INSTRUCTIONS TO TENDERER**

Tender should be submitted in **two parts, Part – I (Technical Bid) & Part – II (Financial Bid)**. Envelope of Part – I should be super-scribed as “Tender for Providing the Internet Leased Line Connectivity, **Part – I Technical Bid**” and Envelope of **Part – II** should be super-scribed as “Tender for Providing the Internet Leased Line Connectivity, **Part – II Financial Bid**”.

#### **1. ELIGIBILITY CRITERIA:**

The Agencies that fulfil the following requirements shall be eligible to apply.

- 1.1 The ISP should have a valid ‘**Category A**’ ISP license from Govt. of India (Attach copy of license).
- 1.2 The firm / agency must have a fully functional Customer Service Centre (s) in Amritsar region, which is fully operational 24 X 365 days. List of Customer Service Centre (s) must be enclosed with technical bid.
- 1.3 The firm / agency have adequate bandwidth at the backend to provide the desired bandwidth in Institute. Supporting document must be enclosed with technical bid.
- 1.4 The annual turnover of the tenderer for each of the last three financial years should not be less than Rs.15.00 Lakhs (Rupees Fifteen Lakhs only). Financial statements duly audited / certified by the Chartered Accountant (CA) for the past three years along with the copies of Income Tax Return (ITR) must be enclosed with the technical bid.

1.5 The tenderer should not have been debarred or blacklisted by any Central / State Government any State Government Department(s) and the tenderer should not have any litigation in any of the Court(s). An affidavit to that effect on Non-Judicial Stamp paper of Rs.25/- duly notarised shall be enclosed with the technical bid. The proforma of the affidavit is attached with the tender as Annexure – A.

## 2. GENERAL CONDITIONS:

2.1 It shall be the responsibility on each tenderer to fully inform / acquaint / familiarized itself with local conditions and factors, which may have any effect on the execution of services to be rendered under the contract. All tenderer(s) intending to bid shall visit and make themselves thoroughly acquainted with the local site conditions.

2.2 The Institute shall presume that the tenderer has understood and agreed that all the relevant factors have been kept in view while submitting the bid. No financial adjustment arising thereof shall be permitted by Institute, on the basis of any non-clarity of information about local conditions being pleaded by the tenderer. Further, no claim for financial adjustment being made by the contract awarded on these tender document will be entertained by the Institute.

2.3 The tenderer shall be required to submit the earnest money deposit (EMD) @ 2.5% of the **Estimated cost Rs. 30000 of the work** which is refundable and non-refundable tender **fee** for an amount of **500/- (Rupees Five Hundreds only)** by way of demand draft only. The demand draft shall be drawn in favour of “Indian Institute of Management Amritsar, payable at Amritsar”. The demand draft for earnest money deposit & tender fee must be enclosed in the envelope containing the technical bid. Cheque, Bank Guarantee will not be accepted towards EMD / Tender Fee.

2.4 The tenderer shall submit the one copy of the tender document and addenda thereto, if any, with each page of this document signed and stamped to as a proof to confirm the acceptance of entire terms & conditions of the tender.

The bid of any tenderer who has not complied with one or more of the conditions of eligibility criteria and / or fail to submit the required documents as required / or mentioned in tender document are liable to be summarily rejected.

The Institute reserves the right to reject any or all tenders, wholly or partly or close the tender at any stage prior to the award of contract without assigning any reason whatsoever.

## 3. VALIDITY:

Quoted rates must be valid for a period of 180 days from the stipulated last date of submission of bid. The overall offer for the assignment and tenderer(s) quoted price shall remain unchanged during

the period of validity. In case the tenderer(s) withdraws, modifies or changes his offer during the bid validity period, the earnest money deposited paid by him shall be forfeited without assigning any reason thereof. The tenderer(s) should be ready to extend the validity, if required.

#### **4. INSTALLATION & COMMISSIONING:**

Project will be completed within 4 weeks from the date of issue of the Letter of Intent (LOI) / Work order. All the aspects of safe delivery, installation, commissioning and uplink of the connectivity shall be the exclusive responsibility of the Service Provider.

If the Service Provider fails to uplink the connectivity by the specified date, then the penalty at the rate of 1% per week of the total order value subject to maximum of 10% of total order value will be deducted.

#### **5. PAYMENT TERMS & CONDITIONS:**

- 100% payment of the installation & commissioning charges shall be paid after the uplink of the connectivity, on submission of uplink connectivity test report.
- Annual Recurring (bandwidth) charges shall be payable on half-yearly basis at the end of the half year, for this the Service Provider will raise the bill at least two weeks in advance before the end the half year.

#### **6. CONTRACT PERIOD:**

The contract period for providing the Internet Leased Line Connectivity to Institute would be initially for one year and will be further extended, based on the requirement of the Institute on yearly basis, unless it will stand cancel on expiry of contract or on written notice within 30 days.

The agreed price would be applicable throughout the contract period. No hike in price would be admissible; however, if the prices are reduced on any account, benefit of the same should be passed on to Institute.

#### **7. TENDER PREPARATION COST:**

The tenderer shall solely bear all costs associated with the preparation and submission of the bid, including the site visit etc. The Institute shall in no case be responsible or liable for such costs, regardless of the conduct or outcome of the tender process. In no case such costs shall be reimbursed by the Institute.

#### **8. TENDER EVALUATION:**

Institute will evaluate all the proposals to determine whether these are complete in all respects as specified in the tender document. Evaluation of the proposals shall be done in two stages as:

**(a) Stage – I (Technical Evaluation):**

The tenderer shall be required to submit the earnest money deposit (EMD) @ 2.5% of the **Estimated cost Rs. 30000 of the work** which is refundable and non-refundable **tender fee** for an amount of **500/- (Rupees Five Hundreds only)** by way of demand draft only. The demand draft shall be drawn in favour of “Indian Institute of Management Amritsar, payable at Amritsar”. The demand draft for earnest money deposit & tender fee must be enclosed in the envelope containing the technical bid. Cheque, Bank Guarantee will not be accepted towards EMD / Tender Fee.

Institute shall evaluate the technical bid(s) to determine whether these qualify the essential eligibility criteria in Para 1 and fulfil general conditions as mentioned in Para 2, whether the tenderer submitted tender fee, whether any computational errors have been made, whether all the documents have been properly signed & stamped, whether all the documents as mentioned / or required to be submitted with technical bid are submitted and whether bids are completed and generally in order.

The Institute reserves the right to reject any or all tenders, if it does not meet the required criteria as mentioned in technical bid.

After evaluation of technical bid(s), a list of the qualifying tenderer(s) shall be made. Short-listed tenderer(s) shall be informed of the date, time and place of opening of financial bid(s) and they may attend or depute their authorized representative/s to attend the opening of financial bid(s) on the scheduled date & time. The representative(s) should have a letter of authority to attend the price bid(s) opening event.

**(b) Stage – II (Financial Evaluation):**

The bid should be clearly filled or typed and signed in ink legibly giving full address of the tenderer. The tenderer should quote the price in figures as well as in words the amount tendered by him. Alteration if any, unless legibly attested by the tenderer with his full signature, shall invalidate the tender. The Tender should be duly signed by the authorized persons. In case there is any difference in the amount between figures and words, the amount indicated in words will be treated as the valid offer.

The financial bid(s) shall be evaluated on the basis of the total cost quoted by the tenderer.

Service Tax/GST or any other taxes and Education Cess will be paid extra as applicable.

Income tax will be deducted at source.

## **9. AWARD OF CONTRACT:**

After due evaluation of the financial bid(s), the Institute will award the contract to the lowest evaluated responsive tenderer (hereinafter referred to as the “Service Provider”).

## **10. CONTRACT NEGOTIATIONS**

At the completion of the selection process, IIM Amritsar will enter into contract with the selected Bidder. The final contract would be in a format as follows; The following documents would be included as attachments to the final contract:

- Tender Documents
- The bidder's proposal in response and clarifications made in course of the evaluation, including all annexure and supporting documents,
- An implementation plan identifying the tasks to be completed, the assigned responsibilities, and the scheduled completion dates.
- The selected bidder(s) will abide by the price terms for 180 days and specify price variation clause for the year beyond 180 days.

## **11. UNSATISFACTORY PERFORMANCE**

The Parties herein agree that IIM Amritsar shall have the sole and discretionary right to assess the performance(s) of the Bidder component(s), either primary and or final, and IIM Amritsar, without any liability whatsoever, either direct or indirect, may reject the system(s) component(s) provided by the Bidder, in part or in its entirety, without needing to offer any explanation to the Bidder, either during the pre and or post test period should the same be unsatisfactory and not be to the acceptance of IIM Amritsar. The Bidder covenants to be bound by the decision of IIM Amritsar without any demure in such an eventuality.

## **12. COMMENCEMENT OF CONTRACT:**

The Service Provider shall commence the work from the date of receipt of acceptance of the Letter of Intent (LOI) / work order which shall be accepted by the Service Provider within not more than 10 days from the receipt of the work order or 15 days from the date of said order whichever is earlier.

## **13. PERFORMANCE SECURITY:**

The Service Provider shall be required to furnish a Performance Security within 21 days from the date of issue of LOI / work order for an amount equal to 10% of order value in the form of irrevocable bank guarantee by any nationalized bank in prescribed format.

The Performance Security as furnished by the Service Provider shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the Service Provider under the agreement to be executed by and between the Institute and Service Provider.

In case the period of contract is extended further by the Institute in consultation with the Service Provider, the validity of Performance Security shall also be extended by the Service Provider accordingly so that such Performance Security shall remain valid for a period of sixty days after the expiry of the obligations of the Service Provider for the extended period.

**14. FORCE MAJEURE:**

- a) The Service Provider shall not be liable for forfeiture of its earnest money / performance security deposit, liquidated damages, or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Service Provider that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

**15. REFUND OF EMD:** Earnest Money Deposit shall be refunded to the unsuccessful tenderer after the completion of the acceptance / allotment process in favour of successful bidder.

**16. ARBITRATION:**

In case of any dispute or difference arising out of or in connection with the tender conditions / job order and Contract, the Institute and the Service Provider will address the dispute / difference for a mutual resolution and failing which, the matter shall be referred for arbitration to a sole Arbitrator to be appointed by the Institute.

The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Amritsar only. The decision of the Arbitrator shall be final and binding on both the parties.

**17. JURISDICTION:**

The courts at Amritsar alone will have the jurisdiction to try any matter, dispute or reference between parties arising out of this tender / contract. It is specifically agreed that no court outside and other than Amritsar Court shall have jurisdiction in the matter.

**18. CLARIFICATION:**

The prospective tenderer(s) requiring any clarification regarding the tender document are requested to contact IIM Amritsar. IIM Amritsar will respond in writing to any request for clarification,

which is receive not later than the 10 days for last date of submission of Tender.

At any time prior to the deadline for submission of bids, the Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer(s), modify the tender document by amendment.

The amendment will be published on Institute website. In order to afford prospective tenderer(s) reasonable time in which to take the amendment into account in preparing their bid, the Institute may, at its discretion extend the deadline for the submission of Tender.

19. **ISP's RESPONSIBILITIES:**

- Providing, laying, Commissioning and testing of the end to end OFC links to IIM Amritsar Transit Campus.
- Termination of the links at the above premises on an Ethernet Port
  - Providing dedicated ports on ISP's router
  - Providing dedicated 100 Mbps (1:1) Internet bandwidth as mentioned above
  - Unlimited Internet access through the dedicated port
  - Provision for at least 16 Static IP addresses
  - 99.50% uptime guarantee for the link
- ISP should provide all customer premises equipment required, if any, and maintain the same for 1 years or till the contract at no extra cost (ISP should conduct a site survey before the submission of tender if needed at ISP's own expense).
  - ISP should clearly specify any remote end equipment required to be provided by the institute
  - Local Maintenance of link
  - 24x7 help desk facility
- 24x7 Network Monitoring with Graph.
- Responsible to maintain and monitor the last mile connectivity on 24x7x365 basis.

20. **Other Important Conditions:**

ISP should have a currently valid Class A ISP license.

ISP should have

- Direct peering with Tier 1 carriers to minimize number of hops and latency thereof to international destinations
- At least 25 International Point of Presence for peering with Tier 1 carriers
- Local peering, within India, with at least 3 other ISP
- Aggregate international capacity (from international gateway in India up to international Points of Presence) of at least 600 Mbps

SP should have fully resilient and self-healing network architecture, on fibre/ RF medium, for the domestic backbone up to the international gateway in India. In case ISP's national backbone uses the infrastructure of other licensed NLDOs, ISP must indicate the capacity available through these other provider's networks as well as indicate the existing SLA with all involved providers

- ISP should have fully resilient and self-healing network architecture, on fiber medium, from the International Gateway in India up to the International Points of Presence. The international connectivity



must have at least one of transatlantic or transpacific routes. In case ISP's international backbone uses the infrastructure of other licensed ILDOs, ISP must indicate the capacity available through these other provider's networks as well as indicate the existing SLA with all involved providers.

- Average latency should not be more than 400ms up to ISP's 1st Tier 1 peering point.
- 24 x 7 x 365-customer support should be offered.
  - ISP should have centralized trouble ticketing tool for call logging, monitoring and troubleshooting purpose.
  - ISP should provide single Toll Free number for all the call logging and status update.
  - ISP should have well defined capabilities and procedures to track call resolution progress status and provide the updates to the customer. In addition, ISP should have well defined management and technical escalation procedures. Each functional process should be certified under ISO 9001:2000.
  - ISP should have local service support at Amritsar
- Operations & Maintenance
  - The Service Provider should have well-equipped O & M centres staffed with experience personnel
  - Service Provider shall maintain the sufficient spares at the O & M centres to comply with committed MTTR
- The ISP should have experience in providing similar facility. A list of educational institutions using similar facility from the ISP should be enclosed with the offer in the following format:

<b>CUSTOMER REFERENCE LIST - INTERNET</b>		
<b>Sr. No.</b>	<b>CUSTOMER NAME</b>	<b>TYPE OF SERVICES</b>
1		
2		
3		
4		
5		

- Service Level Agreement committing at least 99.5% service availability, including the last mile connectivity. In case the SLA for uptime is not met, on an annual basis, service credit of twice the excess downtime, over the allowed downtime, must be provided at the end of 1 year of service.

Last mile connectivity must be provided at our premises on Ethernet interface

MTTR should not be more than 12 hours, including the last mile connectivity medium

## FINANCIAL BID

### 21. Rates Quoted:

**Academic Campus located at Punjab Institute of Technology,  
Inside Govt. Polytechnic Campus,  
Polytechnic Road,G.T. Road, Chheharta, Amritsar (Punjab)  
Ph. 0183 -2254538  
Mob. 7589401323,75894 01324**

#### **Internet Connectivity – Rates**

Description	Charges quoted in ` #
<b>1. One Time Charges:</b>	
Registration Charges	
Installation Charges	
Any Other Charge (Pl. specify)	
<b>Total One Time Charges:</b>	

2. Annual Recurring Charges:	Charges quoted in ` #
	<b>Internet Bandwidth: 100 Mbps*</b>
	(1:1)
Lease Line Rent	
Connectivity Charges	
Any Other Charge (Pl. specify)	
<b>Total Recurring Charges:</b>	
Number of Static IPs Offered	

#Charges quoted should be inclusive of all the cost components, Active/Passive/cables etc. with all taxes and duties. There should be no hidden cost. If there is any reduction in the annual charges during the contract period the benefit should be passed to the institute. The contract shall be initially for one year extendable further on mutually agreed terms and conditions, if found satisfactory

**22. Submission of Offers:**

The interested ISPs may send their offers to the Institute by Registered Post to the following address:

**INDIAN INSTITUTE OF MANAGEMENT AMRITSAR**  
**Punjab Institute of Technology, Inside Govt. Polytechnic**  
**Campus, Polytechnic Road, G.T. Road, Chheharta, Amritsar**  
**(Punjab) Ph. 0183 -2254538**  
**Mob. 7589401323, 75894 01324**

The offers should reach the institute on or before **25/09/2017**. Institute will not be liable for the late receipt/non-receipt of the Tenders.

**23. Work completion schedule:**

The commissioning, testing and providing dedicated Internet connectivity should be complete within 4 weeks from the date of issue of the Letter of Intent (LOI) / Work order.

The Internet connectivity should be made operational within 4 weeks from the date of issue of the Letter of Intent (LOI) / Work order.

**Annexure – A**

**DECLARATION REGARDING BLACKLISTING / DEBARRING FOR TAKING PART IN TENDER.**

(To be executed & attested by Public Notary / Executive Magistrate on Rs.25/- non judicial Stamp paper by the Tenderer)

I / We \_\_\_\_\_ (Tenderer) hereby declare that the firm / agency namely M/s. \_\_\_\_\_ has not been blacklisted or debarred in the past by Union / State Government or organization from taking part in Government tenders in India and should not have any litigation in any of the labour court(s).

Or

I / We \_\_\_\_\_ (Tenderer) hereby declare that the Firm / agency namely M/s. \_\_\_\_\_ was blacklisted or debarred by Union / State Government or any Organization from taking part in Government tenders for a period of \_\_\_\_\_ years w.e.f. \_\_\_\_\_ to \_\_\_\_\_. The period is over on \_\_\_\_\_ And now the firm/company is entitled to take part in Government tenders.

In case the above information found false I / we are fully aware that the tender/ contract will be rejected / Cancelled by Director, IIM Amritsar, and EMD / SD shall be forfeited.

In addition to the above Director, IIM Amritsar, will not be responsible to pay the bills for any completed / partially completed work.

**Attested:**

(Public Notary / Executive Magistrate)

Address \_\_\_\_\_

DEPONENT

Name \_\_\_\_\_