



INDIAN INSTITUTE OF MANAGEMENT AMRITSAR

PIT Building, Inside Govt. Polytechnic Campus;
Polytechnic Road; Chheharta, G.T. Road Amritsar, Punjab, India – 143105
Phone No- 0183- 2820034

E-TENDER FOR FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF DEDICATED INTERNET CONNECTIVITY FOR IIM AMRITSAR HOSTEL & OFFICE

COMMERCIAL/PRICE BID

Issued to: -----

Tender Reference No.	IIMASR/NIT/219/2021
Date of Issue of Tender	13-04-2021
Last date of receipt of Tender	04-05-2021 by 12.00 pm
Pre Bid Meeting / Inspection before bidding	23-04-2021 at 12.00 pm
Last date of receipt of queries.	23-04-2021 by 05.00 pm
Mode of Participation	Online Only
Date & Time for Opening of Technical	04-05-2021 at 12.30 pm
Date for Opening of Price Bid	Will be Intimated Later
Tender Fee	Rs. 1120
Earnest money Deposit (EMD)	Rs. 27,000/-
Performance security/Bank Guarantee	03% of the total cost of contract
Contract Period	12 months

INDEX

CHAPTER	DESCRIPTION	PAGE NO.
1.	Instructions to Bidders	3
2.	Conditions of Contract	8
3.	Schedule of Requirements.	13
4.	Financial bid (to be utilized by the bidders for quoting their prices)	14
5.	Undertaking and agreement	15
6.	Other Standard Forms	21

CHAPTER 1 - INSTRUCTIONS TO BIDDERS

Indian Institute of Management (IIM) Amritsar is the 15th IIM set up by the Ministry of Education (earlier Ministry of Human Resource Development) with the support of the Government of Punjab. After the registration of IIM Amritsar Society on July 27, 2015, the first batch for the class of 2015-17 was enrolled in August 2015.

Eminent professionals of the business world, top-level academicians and senior government officials, frequently visit this being an institute of national importance and a top business school.

The Director, Indian Institute of Management, Amritsar invites online tenders for supply, installation, testing and commissioning of dedicated internet connectivity for IIM Amritsar Hostel & Office.

1.1. GENERAL GUIDELINES

1.1.1. Please read the Terms & Conditions carefully before filling up the document. Incomplete Tender will be rejected. All pages of the tender document must be signed by the authorized signatory and sealed with the stamp of the bidding firm as a token of having accepted all the Terms and Conditions of this Tender.

1.1.2. IIM Amritsar reserves the right:

- a. to accept or reject any or all tenders either in whole or in part or to invite revised price bids or to annul the bidding process or to postpone and/or extend the date of receipt/opening of tenders or to withdraw the same at any time before finalization without incurring any liability to the affected Tenderer / Bidder. The Director, IIM Amritsar does not bind himself to accept the lowest or any tender and reserves to himself the right of accepting the whole or any part of the tender and the Tenderer/Bidder shall be bound to perform the same at the rates quoted.
- b. to postpone and/or extend the date of receipt/opening of tenders or to withdraw the same, without assigning any reason thereof.
- c. to obtain feedback from the previous/ present clients of the tenderer by contacting them or by visiting their site to get first-hand information regarding the services (being) provided by the tenderer.

1.1.3. Before submitting the tender document to the IIM Amritsar, the bidders may seek clarification(s), if any, during the pre-bid meeting/inspection/through an email.

1.1.4. The successful bidder shall have to submit a declaration, indemnity, undertaking as per Form-2, which will become part of the agreement as per Form-3.

1.1.5. The bidders' performance, as per format at Form-9, for each work completed in the last three years and in progress, should be certified by an authorized person from the concerned organization. Feedback received from the previous/present clients and on the spot assessment/enquiry of/by the IIM designated team will also be evaluated for technical qualification.

1.1.6. If the date of opening of the tender is declared a holiday, the tender will be opened on the next working day at the same time.

1.1.7. Site visit: Every Tenderer/Bidder is expected to inspect the site/locations between Monday to Friday from 10:00 am to 4:00 pm except Saturday & Sunday and Govt. holidays, to ascertain the exact requirement of the Institute, at his own cost before quoting the rates. He must also go through all the terms and conditions as stipulated in the documents. It will be construed that the bidder has inspected the site and satisfied himself with the Institute's requirements, site conditions, and other relevant matters.

1.1.8. Submission of Bids: The tender should be submitted in two parts, Part – I (Technical Bid) & Part – II (Financial Bid). The file of Part – I should be super-scribed as "Part– I Technical Bid" and File of Part – II should be super-scribed as "Part – II Financial Bid". The technical bid and financial bid, along with all necessary documents as stipulated, is to be submitted online through the e-Tender Portal on IIM Amritsar's Official website (www.iimamritsar.ac.in)

only. Bids submitted by mail, Offline will not be accepted in any circumstances.

1.1.9. Tender Fee & Earnest Money Deposit (EMD): The Tenderers/ Bidders shall be required to submit a non-refundable tender fee of an amount of **Rs. 1120/-** (Rupees Eleven Hundred Twenty only) and a refundable EMD of an amount of **Rs. 27,000/-** (Rs. Twenty-Seven Thousand only) along with the tender.

- a. Tender fee and EMD should be deposited online using the payment link (<https://iimamritsar.ac.in/payment/>).
- b. The EMD will be returned to the unsuccessful Tenderers/Bidders by 30th day after the award of the contract.
- c. The EMD will be returned to the successful tenderers/bidders only on furnishing the Performance Guarantee/Bank Guarantee.
- d. The EMD shall not bear any interest for the bidder.
- e. MSME/NSIC firm will get EMD/tender fee exemption as per Govt. of India notification subject to the submission of valid registration certificate towards the same. However, MSME will have to submit a Bid Security Declaration (Form -12).

1.1.10. Authorized signatory: If the Bid is made by or on behalf of a company, incorporated under the Companies Act of 1956, it shall be signed by the Managing Director or one of the Directors duly authorized on that behalf.

1.1.11. Any sole proprietor/ partnership firm/cooperative society/company can apply.

1.2. PROCESSING OF TENDER

1.2.1. Technical Evaluation (Technical bid) Eligibility Criteria for the bidder

S. No.	Particulars	Eligibility Criteria	Proof / Documents Required
1.	License	The ISP should have a valid 'Category A' ISP license from Govt. of India.	Provide proof
2.	Support Service Centre	The firm/agency must have a fully functional Customer Service Centre (s) in the Amritsar region, which is fully operational 24X7 & 365 days. A list of Customer Service Centre (s) must be enclosed with a technical bid.	Provide proof
		ISP should provide a single Toll-Free number for all the call logging and status update.	
3.	Capacity	The firm/agency has adequate bandwidth at the backend to provide the desired bandwidth in Institute.	Provide proof
4.	Experience	The tenderers should have successfully completed, minimum three contracts of Supply, Installation, testing and Commissioning of Internet Leased Line for central/state Govt. organizations/ Institutions in the last three years.	Enclose a list of clients and their testimonials/ experience certificates having client's seal and signature.

		Out of this, he must have completed two services of minimum 150Mbps to a central/state Govt. organizations/ Institutions in the last two (02) years.	Provide proof
		Should be operational in IT business for the last five years.	Provide proof
5.	Financial	Annual turnover of the bidder for each of the last three financial years should not be less than Rs.5 Lakhs (Rupees five Lakhs only). Should be a profit-making company.	Provide proof
		Copy of ITRs for the last three financial years	ITRs
		Should not have incurred any loss in more than two years during the last three years.	Profit/loss statement
		Copy of audited statements of accounts for the last three financial years.	Audited Account statements
6.	Blacklisting	should give a declaration that they have not been banned or delisted by any Govt. or Quasi- Govt. Agencies or PSUs. If a bidder has been banned by any Govt. or Quasi-Govt. Agencies or PSUs.	Form-5

1.2.2. Other required documents for technical evaluation

S. No.	Basic Requirement	Specific Requirements	Documents Required	Compliance (Yes/ No)
1.	Undertaking	Undertaking by the bidder	Form-2(c)	
2.	Tender Fee & EMD	Should submit applicable tender fee and EMD, where applicable	Form-4	
3.	Financial Statement		Form-6	
4.	Contracts completed	Details of contracts provided/completed during the last five years.	Form-7	
5.	Contracts under progress	Details of contracts under progress	Form-8	
6.	Performance report	Performance report by the clients for contracts completed	Form-9	

7.	Manpower employed	Details of the technical and administrative personnel employed	Form-10	
8.	Company/ agency profile	Structure and organization of the contractor/agency.	Form-11	
9.	Bid Security declaration	Bid-Security declaration to be submitted by MSME	Form-12	
10.	Certificate of Incorporation	Self-attested copy of certificate of incorporation		
11.	Proprietary company/agency	Self-attested copy of Article/Memorandum of Association or Partnership Deed or an affidavit stating that it is a proprietary concern. as the		
12.	GST & PAN	Self-attested copy of GST & PAN		
13.	Experience certificates	Self-attested copy of experience certificate issued by party		
14.	Work order & Agreements	Self-attested copy of work order & Agreement issued by party		
15.	List of Support Locations.			
16.	Certificate tender document		Form-13	

The bidders who qualify in this stage will be considered for the financial bid; other bidders who have been found technically unqualified will not be considered for further process.

1.2.1. Other Important Conditions:

- 1.2.2. ISP should have fully resilient and self-healing network architecture, on Fiber / RF medium, for the domestic backbone 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
- 1.2.3. Average latency should not be more than 300ms up to ISP's 1st Tier 1 peering point.
- 1.2.4. ISP should have a centralized trouble ticketing tool for call logging, monitoring and troubleshooting purpose.
- 1.2.5. 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.
- 1.2.6. Operations & Maintenance
 - 1.2.6.1. The Service Provider should have well-equipped O & M centers staffed with experienced personnel.
 - 1.2.6.2. Service Provider shall maintain the sufficient spares at the O & M centers to comply with committed MTTR.
 - 1.2.6.3. The ISP should have experience in providing a similar facility. A list of

institutions/organization using a similar facility from the ISP should be enclosed with the offer.

- 1.2.6.4. Service Level Agreement committing at least 99.5% service availability, including the last mile connectivity.
- 1.2.6.5. 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.
- 1.2.6.6. Last-mile connectivity must be provided at our premises on Ethernet interface
- 1.2.6.7. MTTR should not be more than 12 hours, including the last mile connectivity medium.

1.3. Financial Evaluation (Financial bid): The Financial Bid (Tender) should be submitted strictly in the prescribed Form-1 "FINANCIAL BID" and should remain **valid for a minimum of three months**.

- a. Financial bids, which are incomplete and are not submitted in the prescribed form, will be summarily rejected.
- b. The Financial Bid should clearly contain the details (without erasers/overwriting etc.) as mentioned in the form.

The Financial Bid (Tender) of the applicants who have not been qualified in the Technical Bid shall not be considered. Financial bids of only technically qualified tenders will be opened on the date and time to be intimated, in the presence of the technically qualified tenderers or their authorized representatives (with authority letter), who may be present. The decision of the Director of IIM Amritsar in this regard will be final and no requests etc. will be entertained from the bidders.

1.4. SUMMARY OF REJECTION OR DISQUALIFICATION OF BIDS/TENDER

- 1.4.1. Applications received after the stipulated deadline
- 1.4.2. Any bid not accompanied by required EMD, Tender fee, tender document, other required documents.
- 1.4.3. Any bid in which rates have not been quoted in accordance with the specified formats/details as specified in the bid document.
- 1.4.4. If any bidder has filled more than one bid.
- 1.4.5. If unclear, poorly scanned copies are uploaded and received.
- 1.4.6. Conditional proposal/bid will not be accepted and will be rejected outright.
- 1.4.7. Canvassing in any form will make the tender liable to rejection.
- 1.4.8. Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the qualification document
- 1.4.9. Record of poor performance such as, abandoning work, not properly completing the contract, or financial failures /weakness etc.

1.4. QUERIES & RESPONSES

Queries related to the stated above should be submitted at purchase@iimamritsar.ac.in **only till 23-04-2021, 05:00 pm**. Queries submitted after due date and time, and on any other email id will not be entertained. The response to the queries will be given within 1-2 days by email after the last date of submission of queries.

CHAPTER-2 CONDITIONS OF CONTRACT

2.1. PERFORMANCE SECURITY

The successful Tenderer/ Bidder will be required to furnish a performance security @3% of the contract value in the form of bank guarantee/FDR in the name of Director, IIM Amritsar at the time of signing the Agreement.

- a. It must remain valid for 60 days beyond the date of completion of all contractual completion.
- b. The performance security shall not bear any interest for the bidder.
- c. It shall be returned within a month after the expiry/termination of the contract only after the discharge of all obligations under the contract and adjustments of outstanding dues against the agency of any nature against the bills submitted by the agency or otherwise.
- d. If the contract is extended, on mutual consent, the contractor will have to submit fresh performance security for the extended period.
- e. Deposited EMD of the successful bidder may be considered as performance security otherwise.

2.2. GENERAL CONDITIONS

2.2.1. The Contractor should execute an agreement in the non-judicial stamp-paper of Rs.100/- (Rupees One Hundred Only) incorporating all terms and conditions of the tender. Required Affidavit (stamp paper) will be purchased by the contractor for agreement.

2.2.2. IIM Amritsar will give no advance payment.

2.2.3. The Contractor shall fulfill and diligently comply with all the service requests in general or special service request given by the IIM Amritsar from time to time and all such requests will comprise part of the agreement.

2.2.4. The contract has to be completed by the single vendor, who will be completely responsible for the execution of the contract as a single point solution provider and will be the sole prime contractor for the entire contract. Contractor shall in no case lease, transfer, sublet, assign/pledge or sub-contract its rights and liabilities under this contract to any other agency

2.2.5. Indemnification:

- a. The Contractor shall be solely responsible and indemnify IIM Amritsar against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of resources, if any, deployed by him.
- b. The Contractor shall indemnify IIM Amritsar against all losses or damages, if any, caused to it on account of acts of the resources deployed by him.
- c. The Contractor shall indemnify IIM Amritsar from all claims, demands, actions, cost and charges etc. brought by any court, competent authority / statutory authorities against IIM Amritsar.
- d. The Contractor shall also indemnify IIM Amritsar for any action brought against him for violation, non-compliance of any act, rules & regulation of center / state / local statutory authorities.

2.2.6. All resource deputed for the execution of project by the Contractor are deemed to be on the rolls of the Contractor.

2.2.7. The Contractor shall not deploy any resource suffering from any contagious or infectious disease.

2.2.8. No resource or representatives of Contractor (including Contractor) are allowed to consume alcoholic drinks or any narcotics or be under the influence of the aforementioned within the premises of IIM Amritsar (including when performing duty for IIM Amritsar.). An

appropriate action or penalty may be initiated in such instances.

- 2.2.9.** Discipline of the resource during discharge of duties must be regulated by the Contractor himself or by his representative.

2.3. STATUTORY REQUIREMENTS

- 2.3.1.** The contractor is required to comply with all applicable laws and regulations notified from time to time by the Central, State Government. Payment of all taxes and compliance of all the laws, rules, regulations, orders etc. will be the sole responsibility of the Contractor.

- 2.3.1.** Statutory deductions like TDS, wherever applicable shall be deducted from payments made to the contractor as per rules and regulations in force and in accordance with the income tax act.

2.4. SPECIAL CONDITIONS

- 2.4.1.** The Contractor should have a local Supervisor/ Manager for liaising.

- 2.4.2.** The contractor/supervisor shall be contactable at all times and shall immediately acknowledge messages on receipt on the same day. The agency shall strictly observe the instructions issued by Institute in fulfilment of the contract from time to time.

- 2.4.3. Nomination of supervisor:** As a part of the contract, the Contractor is required to nominate a supervisor (s) who will supervise, execute work, control and give directions to the labor for discharging the contractual obligations. Accordingly, the Contractor has to give in writing the name and contact details of the supervisor to authorized official of IIM Amritsar.

- 2.4.4.** In case of accident, injury or death caused to the resource/labor while executing the Work under the contract, the Contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify IIM Amritsar from such liabilities.

- 2.4.5.** In case of break down for reasons whatsoever the replacement of a equipments of the same or better model shall be provided by the contractor immediately.

- 2.4.6.** The resource(s) with equipment(s) will have to report at the specified time/date/location as per the requirement of IIM Amritsar.

2.4.7. PAYMENT RELATED OBLIGATIONS

- a. 100% payment of the installation & commissioning charges shall be paid after the uplink of the connectivity, on submission of uplink connectivity test report.
- b. TDS and other statutory levies as applicable from time to time and penalties as per deficiency clause will be deducted from the bills of the contractor.
- c. Annual Recurring (bandwidth) charges shall be payable on the 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 of the half-year.
- d. No advance payment shall be made.

2.5. AWARD CRITERIA

- a. The contract may be awarded to the Tenderer/ Bidder whose technical proposal is responsive, cost-effective, and meeting all the requirements of IIM Amritsar and whose financial bid has been determined to be lowest. After the opening of the price bids of the short-listed Bidders, if there is a discrepancy between words and figures, the amount indicated in words will prevail.
- b. The successful bidder shall have to submit a declaration, indemnity and undertaking, which will become part of the agreement. The Contractor will sign the agreement with all terms & conditions of this tender with IIM Amritsar and will provide the services from the date as will be mentioned in the work order/agreement.
- c. The earnest money deposit (EMD)/Performance security will be forfeited if the contractor fails to comply with the terms & conditions of the tender/work order/subsequent letter(s), and the contract may also be cancelled.

2.6. DEFICIENCY & PENALTY

Deficiency shall mean a deficiency in the performance of service(s) including, poor quality of service, non-compliance of statutory provision(s) or non-compliance of any of the tender condition(s).

IIM Amritsar on observing any deficiency may inform/advise the supervisor/representative of the Contractor to rectify the same and a token penalty shall be levied. If the deficiency(ies) still persists even after repeated advice / information, the Contractor will be issued show-cause notice, setting out the deficiency(ies) observed, to give the Contractor an opportunity to make a representation within 7 (seven) days from the date of receipt of such notice. If any such representation is made by the Contractor, IIM Amritsar shall take cognizance of the same before taking a final decision in respect of deficiency(ies).

- a. With a view to discourage deficiency(ies) in the performance of any service(s) by the Contractor, it is agreed that for each Deficiency as determined by IIM Amritsar in any service(s) to be performed by the Contractor, IIM Amritsar shall be entitled to levy a token penalty, if not specified elsewhere, of 20% of the billed amount per deficiency per instance.
- b. List of deficiencies and penalties thereof:

Sl. No.	Nature of Deficiency in services	Rate of Penalty (Rs.)
1.	Non-compliance of Term & conditions of the agreement.	20% of the billed amount.
2.	Any act of theft or/and any damage	Cost of the actual theft/damage and extra 20% on this as service charge.
3.	No-resolution of problem reported within the stipulated/communicated time.	10% of the billed amount.
4.	Downtime of ILL more than 04 hours	10% of the billed amount.
5.	Tempering with the speed (Bandwidth) of ILLs after handover.	20% of the billed amount.

- c. In case, the deficiency continues for such period or in such manner as determined by IIM Amritsar that affects the services as mentioned in the Scope of Work/ work order, on expiry of notice period, rectify / re-execute the service as the case may be at the risk and cost of the Contractor or may terminate the contract due to non-performance.

The decision of the Director, IIM Amritsar with regard to any deficiency in service and penalty(ies) for such deficiency(ies) or to any issue arising under this clause, shall be final and conclusive without prejudice to its right to terminate the Contract thereof / terminate the service(s) on the basis of repeated occurrence of identified deficiency(ies) / instance of persisting poor performance.

In the event of such termination of services / contract, IIM Amritsar reserves the right to get such service(s) performed at the risks and costs of the Contractor for a period equivalent to the unexpired period of the Contract thereof.

2.7. CONTROL OVER EMPLOYEES

The resource deployed by the Contractor under the contract shall be the employees of contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor (who is answerable to the competent authority of IIM Amritsar or his representative) and in no case, shall an employer-employee relationship accrue/rise implicitly or explicitly between the said person and IIM Amritsar.

2.8. CONTACT DETAILS

Contact details of the person for all service related queries/support.

Name & Designation:	
Phone No:	
Mobile:	
E-mail:	

2.9. TERMINATION OF CONTRACT

IIM Amritsar reserves its right to terminate the contract at its absolute discretion including, but not limited to the following:

- a. If the contractor is adjudicated insolvent by a Competent Court of Law or files for Insolvency or the Agency's Company is ordered to be wound up by a Competent Court. The contractor commits any material breach of the terms of this contract with IIM Amritsar or if found guilty of any malpractice in the performance of the contract.
- b. If any charge-sheet is filed by the Competent Authority of the Government against the contractor or is convicted by a criminal court on the grounds of moral turpitude.
- c. In the event of non-satisfactory service or failure on the part of the agency or if the agency shall neglect to execute the services with due diligence or shall refuse or neglect to comply with any reasonable orders by IIM Amritsar in connection with the service shall contravene the provisions of the Contract, IIM Amritsar shall have the option to terminate the contract by giving one-month notice. It may get the services (either in part or in whole, as the case may be) by any alternate sources at the agency's risk and cost. In such an event, the agency shall have no claims whatsoever against IIM Amritsar in consequence of such termination of the contract. The decision of the Director of IIM Amritsar in terminating the contract will be final and binding on the agency.
- d. In case the contractor withdraws his services without giving a prior notice of three months, the billed amount/EMD/Performance security will be forfeited and the firm will be debarred/blacklisted in future.

2.10. CONCILIATION & ARBITRATION

Any dispute or difference whatsoever arising between the parties relating to or arising out of the contract shall be settled first by Conciliation in accordance with the Govt. Rules and settlement so rendered between the parties in pursuance thereof shall be final and binding on the parties. Reference to Arbitration shall be made only when the Conciliation has failed. In case of such dispute or difference, the matter would be referred to the Arbitrator, whose decision shall be final and shall not be called in question. The Director of IIM Amritsar will appoint an Arbitrator with the mutual consent of both the parties (Contractor and IIM Amritsar).

2.11. JURISDICTION

This contract shall be operated within the jurisdiction of courts in Amritsar (Punjab).

2.12. CONTRACT PERIOD

The initial contract period will be for one year from the date of activation that could be extended subject to the approval by competent authority on yearly basis with the same terms & condition of the tender as mutually agreed upon by both the parties (IIM Amritsar & Contractor) based on institutional needs, satisfactory performance and/or fulfillment of contractual terms & conditions by the contractor/agency. The contract shall be automatically expired at the end of contract period (12 months).

2.13. TRAINING REQUIREMENTS:

The Vendor shall impart operation & maintenance Training, consisting of on-site group and individual training, to all the staff members of IIM Amritsar who are associated with the systems and facilities.

2.14. DELIVERY SCHEDULE AND PENALTY FOR DELAY:

The project will be completed within 4 weeks from the date of issue of the Letter of acceptance (LOA) / 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 a maximum of 10% of the total order value will be deducted from the bills or performance guarantee.

2.15. OPERATION AND MANAGEMENT (O & M):

The Vendor will be required to provide trouble-free performance, service and manage to run the facilities for One (1) year from the date of testing, commissioning, Configuration of Internet Leased Line connections and no extra charges will be paid during this period. In contract will extend then the vendor should provide the support as per the contract period without any extra cost.

2.16. ISP's RESPONSIBILITIES:

- 2.16.1.** Providing, laying, Commissioning and testing of the end to end OFC links to IIM Amritsar Hostel
- 2.16.2.** Termination of the links at the above premises on an Ethernet Port
- 2.16.3.** Providing dedicated ports on ISP's router.
- 2.16.4.** Providing dedicated Internet bandwidth as mentioned above
- 2.16.5.** Unlimited Internet access through the dedicated port
- 2.16.6.** Provision for at least 16 Static IP addresses.
- 2.16.7.** 99.50% uptime guarantee for the link.
- 2.16.8.** ISP Should regularly monitor the speed of the connections.
- 2.16.9.** ISP should provide all customer premises equipment required, if any, and maintain the same for 1 year 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).
- 2.16.10.** ISP should specify any remote end equipment required to be provided by the institute.
- 2.16.11.** Local Maintenance of link.
- 2.16.12.** 24x7 help desk facility.
- 2.16.13.** 24x7 Network Monitoring with Graph.
- 2.16.14.** Responsible to maintain and monitor the last mile connectivity on a 24x7x365 basis.
- 2.16.15.** Speed of the connections should be consistent throughout the contract period. Failing which, the last date of Uplink which provided the consistent speed will be considered speed per order and the period (New Up Link Date – Speed Issue Reporting Date) will not be paid.

Vendors are to abide by all the Terms and Conditions stated in the Tender Document and all tender documents should be signed by authorized signatory. In case these terms and conditions are not acceptable to any Tenderer/ Bidder, he/she should specify the deviations in his/her tender. IIM Amritsar reserves the right to accept or to reject them. In case of any dispute, the decision of the Director of the Institute shall be final and binding on all the parties.

CHAPTER-3 SCHEDULE OF REQUIREMENTS

3.1. NATURE AND SCOPE OF WORK

Indian Institute of Management Amritsar invites proposals from the **Class A** Internet Service providers (ISPs) for supply, installation, testing and commissioning of dedicated internet connectivity for IIM Amritsar Hostel & Office. The details of the locations are given as under:

Sr. No	Location	Internet Bandwidth required
1	Newly Leased Building for Offices of Indian Institute of Management, Amritsar, Near IIM Amritsar Transit Campus, Inside Govt. Polytechnic College Amritsar, Polytechnic Road, PO: Chheharta, G.T. Road, Amritsar - 143105	150 Mbps (1:1)
2	Indian Institute of Management, Amritsar New Hostel, 3 rd Floor, Hotel Park Inn Hotel backside. Near GT Road Amritsar.	250 Mbps (1:1)

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

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

Work completion schedule: The commissioning, testing and providing dedicated Internet connectivity should be completed within 4 weeks from the date of issue of the Letter of acceptance (LOA) / Work order.

CHAPTER-4 PRICE SCHEDULE (TO BE QUOTED BY THE BIDDERS)

Form-1

FINANCIAL BID FORMAT

Cost for ILLs

<u>FINANCIAL BID for 150 & 250 Mbps ILL</u>	
Description	Charges quoted in INR
One Time Charges:	
Installation Charges for 150 Mbps	
Installation Charges for 250 Mbps	
GST @ _____	
Total One Time Charges (A):	
Annual Recurring Charges for 150 Mbps (1:1)	
Annual Recurring Charges for 250 Mbps (1:1)	
GST @ _____	
Total Annual Recurring Charges (B):	
Grand Total (A+B)	

Charges quoted should be inclusive of all taxes and 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.

Date:

NAME, SIGNATURE & SEAL OF THE CONTRACTOR

CHAPTER-5 UNDERTAKINGS AND AGREEMENT FORM

Form-2(a)

(On upto Rs.50 stamp paper)

DECLARATION

I..... sole proprietor/Director/Partner), the authorized signatory of **M/S**..... having its registered office/principal office at.....do hereby solemnly affirm and declare as under: -

1. That I/we will abide by all the rules and regulations of the State/Central Government/Local Administration under the relevant Act as may be in force from time to time.
2. I/We undertake to indemnify IIM Amritsar against any loss or damage which IIM Amritsar may suffer as a consequence of I/We not complying with the laws referred to above. Also. I/We further undertake to indemnify IIM Amritsar against any loss or damage which it may suffer as a result of the negligence on the part of the tenderer or any of his employees in the course of performance under this tender/contract. That I/we further undertake that in case any liability accrues during the tenure of my contract with M/s Indian Institute of Management, Amritsar. In that event I shall be held responsible to reimburse/indemnify to the principal employer for any such loss caused in this regard.
3. That I further declare and undertake that in case any liability pertaining to my employees is to be discharged by the principal employer due to my lapse, I undertake to reimburse the same or the principal employer is authorized to deduct the same from my bill/security amount lying with the principal employer as payable.
4. That I/We also undertake to execute the agreement as presented by the Institute (IIM Amritsar) and abide by the terms and conditions of the tender which have been perused and understood by me/us. I/We have gone through the terms and conditions of the tender and agree and undertake to abide by the same during the term of the contract.
5. That I/We agree and undertake to provide well-experienced employees keeping good health and not suffering from any communicable/contagious disease.
6. That the contractor shall nominate a supervisor who will be responsible for supervision /control, of all activities related to contract, and the Contractor shall be bound to abide by the Instructions/Orders/Decisions and Directions by IIM Amritsar and its authorized officer(s).
7. Payment Terms:
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 the half-yearly basis at the end of the half-year. The Service Provider will raise the bill at least two weeks in advance before the end of the half-year.
8. The Contractor shall complete the work in 30 days (4 weeks) from the date of the Agreement. A Grace period of 7 days shall be permitted for completing the work. In case of delay in completion of the contract, a penalty equal to 1 % of the contract price per week beyond the days of grace subject to a maximum of 10 % of the contract value will be imposed and shall be recovered from the bills or performance guarantee.
9. The Contractor should guarantee for 99.50% uptime of the link and the contractor should regularly monitor the speed of the connections. The speed of the connections _____ Mbps of the ILL Link installed at Location _____ should be consistent throughout the contract period. Failing which, the last date of Uplink which provided the consistent speed will be considered speed per order and the period (Up Link Date – Speed Issue Reporting Date) will not be paid.
10. The Computer Centre, will monitor the progress of works including the quality and specifications as per tender document from time to time. The contractor must complete the

work as per the given schedule below by observing the terms and conditions of the agreement. If Director, or authorized official of the institute, notices that the work is not progressing as per the schedule and there are violations of the terms and conditions of the agreement, he has every right to give a stop memo and terminate the contract without prior notice. This is not prejudiced to his any right as per the agreement.

11. Maintenance support of the ILL Link is 1 year from the date of acceptance by the institute which is extendable based on the requirements of the Institute.
12. The Director on the recommendations of the PURCHASE Committee of the institute will approve the settlement of the final bill after the successful completion of the work as per the tender contract.
13. All direct and indirect taxes arising in connection with the execution of works and the cost of all seen and unseen expenditure relating to the works shall be borne exclusively by the Contractor.
14. All the terms and conditions mentioned in the tender document will be applied to the supplier on execution on the contract.
15. Any scheduled maintenance on the link will be carried out during off-peak hours & intimated to the institute in advance.
16. The Tenderer will be required to furnish a performance security @3% of the contract value in the form of bank guarantee/FDR in the name of Director, IIM Amritsar at the time of signing the Agreement.

That the contents stated in the above paras have been fully understood/explained by/to me and there is no pressure upon me and I am executing this declaration in my full senses and I shall be abide by the same.

Contractor's Signature and seal with date: _____

Name: _____

Address: _____

WITNESSES :

- 1.
- 2.

(On upto Rs.50 stamp paper)

INDEMNITY BOND

WHEREAS Indian Institute of Management Amritsar (hereinafter referred to as IIM Amritsar) which expression shall, unless repugnant to the context include their legal representatives, successors and assigns, having their Registered Office at ----- has entered into a CONTRACT with <**name of the Contractor**> Incorporated (hereinafter referred to as the ('CONTRACTOR')) which expression shall unless repugnant to the context include their legal representatives, successors and assigns, having their Registered Office at ----- for Rs. -----for <**NAME OF THE CONTRACT**> ---- for a period of-----” and on the terms and conditions as set out, inter-alia in the Letter of Acceptance No. -----and various documents forming part thereof hereinafter collectively referred to as the 'CONTRACT' which expression shall include all amendments, modifications and / or variations thereto.

IIM Amritsar has also requested the CONTRACTOR to execute an Indemnity Bond in favour of IIM AMRITSAR indemnifying it from all consequences which may arise out of any Case filed by any Resources/ vendors/ sub-Contractors /partner etc. who may have been engaged by the CONTRACTOR directly or indirectly with or without consent of IIM AMRITSAR for above works , which may be pending before any court of Law including Quasi-Judicial Authority , Competent Authority, Labour Court , Arbitrator , Tribunal etc. and the Contractor has readily agreed for the same.

1. Contractor shall be directly responsible for any/all disputes arising between him and his employees and keep the Institute indemnified against actions, losses, damages, expenses and claims whatsoever arising thereof. IIM Amritsar shall not be a party in any such dispute.
2. During the validity of the contract, if any damage or loss of whatsoever nature to property due to negligence/mistake of person employed by the contractor, the sole responsibility of the same shall lie on the contractor alone. The Institute will be indemnified by the contractor about such loss/damage, if any, to the property or person.
3. The contractor shall keep IIM Amritsar indemnified against all acts of omission, negligence, dishonesty or misconduct of the personnel engaged and IIM Amritsar shall not be liable for any damages or compensation to any personnel or third party.

NOW, THEREFORE, in consideration of the promises aforesaid; the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified IIM AMRITSAR from any loss, which may arise out of any such contract/Case. The CONTRACTOR undertakes to compensate to IIM AMRITSAR forthwith, on demand, without protest the loss suffered by IIM AMRITSAR together direct / indirect expenses.

AND THE CONTRACTOR hereby agrees with IIM Amritsar that:

- (i) This Indemnity Bond shall remain valid and irrevocable for all claims of IIM Amritsar arising from any such contract/case for which IIM Amritsar has been made party until now or here-in- after.
- (ii) This Indemnity Bond shall not be discharged / revoked by any change / modification / amendment / deletion in the constitution of the firm / Contractor or any conditions thereof including insolvency etc. of the CONTRACTOR but shall be in all respects and for all purposes binding and operative until any claims for payment are settled by the Contractor.

The undersigned has full power to execute this Indemnity Bond on behalf of the CONTRACTOR and the same stands valid.

SIGNATURE OF CONTRACTOR/AUTHORIZED REPRESENTATIVE

Place:

Date:

UNDERTAKING

(To be submitted along with un-priced bid)

To

The Director,
Indian Institute of Management, Amritsar
Punjab Institute of Technology Building,
Inside Government Polytechnic Campus,
Polytechnic Road, PO: Chheharta, G.T. Road
Amritsar - 143105

Sub: Providing Services for IIM Amritsar for 12 months

Sir,

Having examined the details given in notice inviting tender for the above work, I / we hereby submit the qualification application documents (Technical Bid) and the tender (Financial Bid) for the work duly filed.

1. I / we hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statements are true and correct.
2. I / we have furnished all information and details necessary for deciding our eligibility to be qualified for taking part in the tendering process for the work. We have no further information to supply.
3. I / we also authorize the Director, IIM Amritsar or his representative to approach individuals, firms and corporations to verify our competence and general reputation.
4. I / we submit the following certificates in support of our suitability, technical knowhow and capability for having successfully completed following works.
5. I/We hereby undertake that I/We have completely understood the terms & conditions of the Tender.
6. I/We further undertake to ensure all compliances of the tender conditions. Any non-compliance may be construed as deficiency in the performance of the contract. If such non-compliance is noticed IIM Amritsar/owner is at liberty to take action in line with the tender conditions including penalty/termination of the contract.

I am / we are aware that the tender documents (Financial bid) will not be opened if I am / we are not qualified to take part in the tendering process.

Your faithfully,

Signature(s) of the applicant(s)

Name :

Designation:

Date of submission:

Seal:

AGREEMENT

This agreement made on this between the Indian Institute of Management Amritsar through their Director on one part (hereinafter refer to as IIM Amritsar).

And

..... (Hereinafter referred to as the Contractor which expression shall include his heir, executors, administrators and assigns) of the other part. Whereas the IIM Amritsar is desirous of giving a contract for providing the in the Institute and whereas have offered to provide the same on the terms and conditions stated in the tender document and hereafter stated.

Now it is hereby agreed by and between the parties.

1. The following documents shall be deemed to form part of the agreement and the contractor agrees to the terms and conditions given in these documents and ensure full compliance to them.
 - a. Declaration(Form-2a), Indemnity bond(Form-2b), Undertaking(Form-2a) submitted by the Contractor
 - b. The Work order issued by IIM Amritsar bearing No.....Dated
 - c. Tender Number.....dated.....
 - d. And, Subsequent letter(s) issued to contractor.

2. Terms and Conditions

- 2.1. The Contractor hereby agrees with the client to render service in conformity to the provisions of this agreement.
- 2.2. **Commencement and termination:** That the agreement will come into force with effect from and shall barring unforeseen circumstances. The initial contract period will be for one year that could be extended on a yearly basis with the same terms & condition of the tender as mutually agreed upon by both the parties (IIM Amritsar & Contractor) based on institutional needs, satisfactory performance and/or fulfillment of contractual terms & conditions by the contractor/agency.
- 2.3. That the agreement may be terminated by either party by giving one month's notice to the other.
- 2.4. That under the circumstances given below, the Institute shall have the right to terminate the contract without notice, in addition to other remedies as available under the law.
 - 2.4.1. For committing a breach of any of the terms and conditions of this agreement by the Contractor, he will further be liable to pay the damages as assessed by the arbitrator.
 - 2.4.2. Contractor shall in no case lease, transfer, sublet, assign/pledge or sub-contract its rights and liabilities under this contract to any other agency.
 - 2.4.3. The Contractor being declared insolvent by a competent court of law.

3. **Arbitration:** In the event of any question or dispute or difference arising under this agreement or in connection therewith, the same **would be referred to the Arbitrator whose decision shall be final and shall not be called in question. The Director of IIM Amritsar will appoint an Arbitrator with the mutual consent of both the parties (Contractor and IIM Amritsar).**
 - a. The arbitrator may from time to time with the consent of all the parties extend the time for giving and publishing the award.
 - b. Subject to the aforesaid provisions, the Arbitration and Conciliation Act, 1996 and the

rules made thereunder and any modification/amendments (2015,2019) thereof from the time being in force shall be deemed to apply to the arbitration proceedings. All disputes and arbitration under this agreement shall be subject to the jurisdiction of the Court of Law (Amritsar, Punjab)

IN WITNESS WHEREOF we set our hands on

FOR & ON BEHALF OF THE PROPRIETOR

FOR & ON BEHALF OF THE INDIAN
INSTITUTE MANAGEMENT,
AMRITSAR

(CONTRACTOR)

(Authorized Signatory) Witness

Witness

1.

1.

2.

2.

Address:

CHAPTER 6– OTHER STANDARD FORMS

FORM-4

Ref: -

Dear Sir,

The following UTR of transactions made to IIM Amritsar are enclosed herewith towards Tender Fee & EMD

Detail of DD	Amount	UTR No. & Date	Bank Name
Tender Fee	Rs.		
EMD	Rs.		

CERTIFICATE

(To be provided on the letterhead of the firm)

I hereby certify that the above firm/agency neither blacklisted by any Central/State Government/ Public Undertaking/Institute nor is any criminal case registered/ pending against the firm or its owner/ partners anywhere in India.

I also certify that the above information is true and correct in any every respect and in any case, at a later date it is found that any details provided above are incorrect, any contract given to the above agency may be summarily terminated and the firm blacklisted.

Authorized Signatory Date:

Name: Place: Designation: Contact No.:

Seal

Financial Statement

1. Financial Analysis

Details are to be furnished duly supported by figures in Balance Sheet / Profit and Loss a/c for the last three financial years duly certified by the chartered accountant, as submitted by the applicant to the Income-Tax Department (Copies to be attached).

Sr. no.	Details	Years ending 31 st March of		
		Year:	Year:	Year:
1.	Gross Annual turnover in service provided			
2.	Profit (+) / loss(-)			

Supporting Documents are to be attached along with the Annexure-(*Balance Sheet approved by the CA and the IT clearance certificate, profit loss account, Income Tax Returns for the last three financial years*)

2. Financial arrangement for carrying out the proposed work

3. Income Tax PAN Details

4. Details of Solvency certificate from Bankers of Applicant

Signature of Applicant(s)

Signature of Chartered Accountant with seal

Details of all contracts completed during the last five years

Name of company: _____

Sr. No.	Name of contract & location	Name of client	Annual cost of contract	Period of Contract	Supporting document (attach copies of work order & completion certificates)

Note: - Above experience sheet must be supported by authentic certificates from service taking organization.

(Signature of the applicant with office seal)

Contracts under progress

1. Name of work :

2. Location :

3. Client's Name and address :

4. Scope of work :

5. Details of personnel deployed on the work:

7. Value of work :

Signature of Applicant(s)

Performance Report by the clients for contracts completed

1. Name of the work & Location
2. Scope of work
3. Agreement No.
4. Tendered Cost
5. Value of work done
6. Date of Start
7. Date of completion
 - a. Stipulated date of completion
 - b. Actual date of completion
8. Amount of compensation levied for delayed completion, if any
9. Name and address with telephone no of Officer to whom reference may be made
10. Remarks (indicate whether any show cause notice issued or Arbitration initiated during the progress of work)
11. Performance report based on quality of work, time management and resourcefulness:

Very Good / Good / Fair

Sign & seal of Authorized official of the organization

Mobile No.

Details of Key Technical and Administrative Personnel Employed by the Firm/Company

S.No.	Designation	Total No.	Names	Qualification	Professional experience	Length continuous service with employer
1	2	3	4	5	6	7

Signature of Applicant(s)

Structure and Organization of the contractor/agency

1. Name and address of the applicant :
2. Telephone No. / Fax No. / E-Mail address :
3. Legal Status (attach copies of original Document defining the legal status) :
 - a) An individual
 - b) A Proprietary Firm
 - c) A Firm in Partnership
 - d) A Limited Company or Corporation
4. Particulars of registration with various Government bodies (attach attested photo-copy) :
 - a) Registration Number
 - b) Organization / Place of registration
5. Names and Titles of Directors and officers with designation to be concerned with this work with designation of individuals authorized to act for the organization.
6. Was the applicant ever required to suspend the service for a period of more than six months continuously after the service was commenced? If so, give the name of the project and give reasons thereof.
7. Has the applicant or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion?
8. Has the applicant or any constituent partner in case of partnership firm, ever been debarred / Blacklisted for tendering in any organization at any time? If so, give details.
9. Has the applicant or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so give details.
10. In which field of the service, specialization and interest is
11. Any other information considered necessary but not included above

Signature of Applicant (s)

BID SECURITY DECLARATION

I/We hereby declare that

1. I/We will not withdraw or modify our bid during period of validity
2. I/We will deposit performance security, if applicable.
3. I/We will sign the agreement as per the specified schedule

If above is not abide by me/us, IIM Amritsar may suspend/blacklist us for three years to participate in their tendering/bidding/registration processes.

Name, Signature and seal of the authorized bidder

**Certificate for Tender Documents Downloaded from
Indian Institute of Management Amritsar Website**

"I..... (Authorized Signatory) hereby declare that the Tender Document submitted has been downloaded from the website <http://www.iimamritsar.ac.in> and no addition/deletion/correction has been made in the downloaded Tender Form (Tender No.....).

s

In the case at any stage, it is found that the information is given above is false/incorrect, IIM Amritsar shall have the absolute right to take any action as deemed fit/without any prior intimation.

Signature of the Tenderer with Seal