



Indian Institute of Management Udaipur
भारतीय प्रबंधन संस्थान उदयपुर

INDIAN INSTITUTE OF MANAGEMENT UDAIPUR

(An Autonomous Institute under Ministry of Education, Govt. of India)

E-TENDER DOCUMENT

FOR

500 Mbps INTERNET LEASED LINE AT IIM UDAIPUR



IIMU/Tender/Internet/2021/01/01

Dated: 08/01/2021

Last date for submission of Tender : 29th January 2021

Date of Opening of Technical Bid : 01st February 2021

Indian Institute of Management Udaipur
Balicha, Udaipur-313001, Rajasthan
Website: www.iimu.ac.in



NOTICE INVITING TENDER (NIT) FOR 500 Mbps INTERNET LEASED LINE AT IIM UDAIPUR

Indian Institute of Management Udaipur (hereinafter referred to as “IIMU”) is an Autonomous Institute under the Ministry of Education, Government of India. IIM Udaipur is recognized as premier management institution in the country. IIM Udaipur has started its operations from the year 2011 and operating from its permanent campus located at Balicha, Udaipur, Rajasthan with a present strength of approximately 700 (seven hundred) students, faculty and staff on campus with a projected increase of 10% to 15% per year.

IIMU invites E-tender (online tender) from reputed and experienced service provider (hereinafter referred to as “Agency” or “Bidder”) under two bid system Technical Bid (Part-I) & Financial Bid (Part-II) for 500 Mbps Internet Leased Line at IIM Udaipur.

The schedule and other details of Tender are as under:

Tender Name	500 Mbps Internet Leased Line at IIM Udaipur
Tender No.	IIMU/Tender/Internet/2021/01/01
Estimated Cost	₹ 15,00,000/- (Rupees Fifteen Lac only) per annum
Published Date	Friday, 08 January 2021 (13.30 Hours)
Bid Document download start date	Friday, 08 January 2021 (13.30 Hours)
Bid Document download end date	Friday, 29 January 2021 (17.00 Hours)
Pre Bid Meeting	Monday, 18 January 2021 (11.30 Hours)
Last date & time for receipt of Bid	Friday, 29 January 2021 (17.00 Hours)
Date of Opening of Technical Bid	Monday, 01 February 2021 (11.00 Hours)
Date of Opening of Financial Bid	Would be indicated later on CPP portal
Tender Fee (Non-refundable)	₹ 5,000/- (Rupees Five Thousand only)
EMD (Earnest Money Deposit)	₹ 45,000/- (Rupees Forty Five Thousand only)
Performance Bank Guarantee	₹ 45,000/- (Rupees Forty Five Thousand only)



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Details of the tender along with General Terms and Conditions, specification and other documents can be seen/downloaded at/from the Central Public Procurement (CPP) Portal <https://eprocure.gov.in/eprocure/app> or Indian Institute of Management Udaipur website: www.iimu.ac.in .

The tenderer shall sign and stamp each page of this tender document as taken of having read, understood and comply with tender, the terms and conditions contained herein. This tender is required to be uploaded on the website <https://eprocure.gov.in/eprocure/app> only. Manual bid/tender will not be accepted under any circumstances. Incomplete bid/documents shall be rejected without giving any reason.

Tender will be submitted through online mode under the e-procurement system. **The bidders have to apply online through E-Procurement portal <https://eprocure.gov.in/eprocure/app> only.** The original EMD and tender fee is to be submitted in a sealed envelope to be super scribed this tender name & the name of your agency and must reach the below address before the last date & time for receipt of Bid.

*The Chief of Administration
IIM Udaipur,
Balicha, Udaipur-313001,
Rajasthan*

Chief of Administration



500 Mbps Internet Leased Line at IIM Udaipur

PART-I: TECHNICAL BID

CHAPTER - 1

1. Introduction and Disclaimer

Indian Institute of Management Udaipur (hereinafter to be referred as IIMU) invites online Tender from well-established ILL Service Provider firms / agencies having relevant experience, in two bids for providing the Internet Leased Line Connectivity **for the backup of the already available Internet leased lines in the IIM Udaipur campus** for One link of 500 Mbps dedicated uncompressed, unshared symmetric Internet Bandwidth (1:1) connectivity through leased line (In redundant mode either 2 fiber in ring topology or one fiber and one radio link) with assured bandwidth of 500 Mbps at IIMU.

The document provides information to prospective bidders on IIMU and its goals, detailed scope and information on the overall bid process. The document also provides instructions to the bidders on response to be provided to the bid. The bidders are requested to read all instructions, forms, terms, requirements & other information in the tender carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the tender with full understanding of its implications.

2. Information Provided

The tender document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with IIMU in relation to the provision of services. Neither IIMU nor any of its director, officers, employees, agents, representative, contractors or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this tender document. Neither IIMU nor any of its director, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the tender document.

3. Confidentiality

The tender document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The tender document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to IIMU. IIMU may update or revise the tender document or any part of it. The Recipient accepts that any such revised or amended document will be subject to the same confidentiality undertaking.



The Recipient will not disclose or discuss the contents of the tender document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with IIMU or any of its customers or suppliers without the prior written consent of IIMU.

4. Recipient Obligation to Inform Itself

The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the tender document and the meaning and impact of that information.

5. Evaluation of Offers

The issuance of tender document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this tender document that it has not relied on any idea, information, statement, representation, or warranty given in this tender document.

6. Errors and Omissions

Each Recipient should notify the IIMU of any error, fault, omission, or discrepancy found in this tender document and those who are not able to attend the pre-bid meeting may also send their query on ***it@iimu.ac.in*** before the one business day of the scheduled pre-bid meeting date given in the tender document. No query shall be attended after the scheduled pre-bid meeting.

7. Acceptance of Terms

A Recipient will, by responding to the IIMU's tender document, be deemed to have accepted the terms as stated in this tender document. Tender Document is for selection of providing the (In Ring topology fiber optic or Fiber +Wireless) with assured bandwidth of 500 Mbps internet lease line at IIMU.

8. Requirements

IIMU desires to select an Internet Service Provider (ISP) for providing a link of 500 Mbps 1:1 Dedicated Leased Line Internet Bandwidth Service with dual last mile connectivity at IIMU. IIMU may ask vendor to upgrade the bandwidth upto 1 Gbps in multiple of 100 Mbps at additional cost quoted in the financial bid.

Vendor who is interested in participating in this tender must fulfil the eligibility criteria mentioned under Chapter-4, apart from the above, the vendor must also agree to all our terms & conditions specified in this tender.



9. General & Technical Details:

Dedicated 500 Mbps (1:1 uncompressed & unshared) Internet Bandwidth link should be providing uptime Guarantee with SLA – 99.95 % Month on Month Basis.

The proposed solution should be scalable, secure, display high availability and redundancy, be centrally controlled and administered, be easy to maintain, and be user friendly.

BIDDER shall also provide 64 public IPs. However IIMU desires to own public IPs (IPv4) of /24 (and 16 IPs of IPv6) subnet for which bidder should facilitate for the procurement of the same from APNIC/IRINN. In that case on demand from the IIMU, the successful bidder unconditionally shall have to configure these IP addresses and on successful commissioning, shall withdraw their own IP addresses. The bidder should have capability to run IPV6 on ILL links.

In case the Bidder hires the last mile connectivity service from third party, the details there of shall have to be explicitly provided at the time of bidding itself. However, in all cases, the bidder will be responsible to maintain and monitor the end-to-end connectivity on 24x7 basis so as to meet the committed SLA.

The bidder is responsible for liaising with government agencies or other Departments to provide any licenses, approvals etc. that may be required.

The Multiplexers/Router/Patch Cords/Fiber Converter etc. and any other equipments (if necessary) for commissioning of 500 Mbps internet bandwidth link will have to be supplied, installed and maintained (all throughout the service period) by the bidder at site and shall remain their property. However, the infrastructure such as space, air-conditioning and UPS power will be provided by IIMU within IIMU own premises. It is to be ensured that the routers / L3 devices used should be of CISCO make with 1 Gig copper interface on LAN Router or higher, as our entire network is on CISCO.

All equipment to be quoted and supplied in this tender should mandatorily be of Enterprise class/category from the OEM product range. Small and Medium Enterprise (SME) class/category equipment will not be accepted and the Bidder will be disqualified if he quotes for the same.

The bidder should provide read only access of router and provide SNMP read community string for monitoring through IIMU's NMS.

The bidder should not terminate the connections of other customers on the devices installed at our premises and should furnish an undertaking to this effect.

Provision of the link is subject to satisfactory acceptance test. The bidder shall arrange for the UAT (User Acceptance Test) as per IIMU requirements. After commissioning the links, an acceptance test will be conducted.



The methodology for the test will be at the discretion of IIMU. The link commissioning is deemed to be complete only if the acceptance test results are found satisfactory. Acceptance tests will be conducted by IIMU at its premises.

Bidder must provide 24x7 supports and should have facilities for 24x7 centralized call centre / NOC. Also, the Bidder should have adequate resources to provide immediate support in case of link break downs or any such issues/problems. The bidder should pro-actively monitor the link 24x7 and in case of link down/failure or any such issues/problems, SMS and mail should be sent to IIMU authorized personnel. Bidder must give name of manager as a single point of contact, for any maintenance related during contract period. Bidder must provide escalation matrix for issues in provisioning of Links and maintenance of links.

The bidder should furnish a detailed network/ schematics diagram of total solution proposed showing connectivity from ISPs Gateway Terminal Point to required locations of the IIMU.

The Primary connectivity from the service providers POP to IIMU's premises shall be through Optical Fiber Media. The secondary connectivity can be either Optical fiber media or wireless, but in all cases the responsibility of proper throughput and uptime shall be the responsibility of the ISP.

The bidder must provide online portal to view real time Bandwidth utilization / performance, Availability etc. It should provide report generation such as real time basis / Hourly, Daily, Weekly or Monthly basis. Besides, the reports should also be made available on demand.

Bidder has to provide portal to IIMU which can be used to monitor the SLA parameters and log the Trouble tickets through the same. IIMU should also be able to obtain standard reports on the ILL links' Bandwidth Utilization (in Mbps), Bandwidth Utilization (in frames), Errors (frames/sec), Discards (frames/sec), Non- unicast (frame/sec), Bandwidth Availability, Packet loss (in %), Latency of links etc. through the portal or through any network monitoring tool provided by bidder for all the links provided.

The Bidder must have an existing industry standard, robust, and online "Call Logging and Tracking System" for IIMU to log and track calls. The system should be capable of providing rich call analysis for management reporting. Proof to be provided that such a system is in place at the Bidder's premises.

10. Purpose.

IIMU invites proposals from qualified and experienced Internet Service Providers (ISP) for providing a 500 Mbps Internet Leased Line for the backup of the already available Internet leased lines in the IIM Udaipur campus. The proposed solution should be scalable, secure, display high availability and redundancy, be centrally controlled and administered, be easy to maintain, and be user friendly.

11. The Bidder ISP should bid directly and no Consortium / JV will be allowed in bidding. Such bids will be completely rejected.



12. The Bidder should have National Long Distance License (NLD License).

13. The ISP should allow the Video and Audio conferencing as per legal norms on the said bandwidth.

14. Bidder has to provide details of single point of contact viz. designation, address, email address, telephone /mobile No. Escalation matrix for support should also be provided with full details.

The Bidder should have local service support office at Udaipur. The Bidders who are not having the service support centre at Udaipur will not be considered, since the Leased Line Internet Bandwidth services for IIMU is critical.

15. Delivery:

Internet Leased Line should be commissioned at server room computer center in IIMU.

Leased Line Internet Bandwidth should be commissioned at IIMU campus within one months from the date of Letter of award.

Bidder will have to pay liquidated damages (LD) to IIMU @ 1% of the contract value (Total contract value for three years) inclusive of all taxes, duties, levies etc., per week or part thereof, for late delivery beyond due date of commissioning, to a maximum of 5%. If delay exceeds two weeks from due date of commissioning, IIMU reserves the right to cancel the entire order.

If LD exceeds the maximum of 5%, IIMU may de-list the Bidder from participating any of our tender in future for a period of two years.

16. Uptime Guarantee:

Bidder will have to guarantee a minimum uptime of 99.95%, calculated on a monthly basis.

The quality of Bandwidth and other services offered should meet the SLA requirements. Bidder should furnish uptimes and also the turn-around time in case of failure of link.

An uptime of 99.95% for the internet Bandwidth including the last mile connectivity on 24 x 7 basis. Uptime percentage will be calculated on monthly basis.

Network uptime (%) =

Sum of total hours during the month – sum of downtime hours during the month x 100

Sum of total hours during the month



Example: If there are 30 days in a calendar month, then total time would be 43,500 Minutes. The acceptable down time would be 21.6 minutes (0.05%) for making full payment for the month based on the following calculations

$$(43200-21.6)/43200*100=99.95\%$$

The bidder should proactively monitor the downtime status and advise IIMU. The downtime meter is supposed to have commenced from such time it is reported either by the bidder or from the time the trouble tickets are raised by the Institute system integrator.

Uptime and Penalties for downtime

Levy of penalties is without prejudice to other rights and remedies available under this agreement

Level of Network uptime per month	Amount payable for Bandwidth recurring charges
99.95% and above	100% of Monthly bandwidth charges
99 % to 99.95 %	2 % penalty of Monthly bandwidth charges
98 % to 99.00 %	4 % penalty of Monthly bandwidth charges
97 % to 98.00 %	10 % penalty of Monthly bandwidth charges
Below 97 %	25 % penalty of Monthly bandwidth charges
Below 96 %	50% penalty of Monthly bandwidth charges and the Institute also reserves the right to terminate the contract. Further if the number of link down instances during a month exceeds 3, an additional 0.50% downtime will be reduced from uptime and the penalty will be calculated accordingly
Note:	Planned downtime will be calculated only if it is informed before 7 days otherwise it will be considered as downtime.

Penalties, if any shall be calculated for every month and recovered from payments to be made at the end of every quarter. The invoice amounts raised every quarter should have provisions for deduction of penalties as calculated by bidder and only net amounts should be claimed for payment



CHAPTER - 2

GENERAL TERMS & CONDITION

The terms and conditions presented are indicative in nature and not exhaustive. Bidders should note that these conditions and the responses are expected to form the basis of the contract between IIMU and the Bidder.

1. *Preparation and submission of Tender:* The tender should be submitted in two parts i.e. Technical Bid and Financial Bid. For submission of bids, all interested bidders have to register online on e-procurement portal. After registration, bidders shall submit their Technical Bid and Financial Bid documents online on <https://eprocure.gov.in/eprocure/app> duly signed and sealed on each page of Tender. For details, kindly see annexure of this tender: Instructions for Online Bid Submission. Bidders are advised to keep visiting the IIMU website www.iimu.ac.in and <https://eprocure.gov.in/eprocure/app> from time to time (till the deadline for bid submission) for any updates in respect of the notice, if any. Failure to do so shall not absolve the bidder of his liabilities to submit the bid complete in all respect including updates, thereof, if any.

2. *Period of Contract:* Contract period will initially be for one year. The contract may be extended subject to satisfactory performance at the sole discretion of IIMU on an annual basis for a further period of up to two years. In the event of bidder backing out before actual award or execution of agreement, IIMU will have right to forfeit the Bank Guarantee. In case performance of the agency is found to be unsatisfactory as per operational parameters set out in the contract or is not in conformity with the terms & conditions of the tender, then the contract may be terminated by IIMU even before the scheduled time by giving advance notice of one month to this effect. In the event of premature termination of contract for reasons mentioned herein above, the Performance Bank Guarantee shall be absolutely forfeited.

3. *Exit Clause:* Notwithstanding anything contained in any other clause of this tender, the contract can be terminated by IIMU by giving one-month notice without giving any reason and by the agency by giving three-month notice.

4. *Contract Agreement:* The successful bidder shall be bound to execute an agreement on non-judicial stamp paper of ₹ 500/- (Rupees Five Hundred only). IIMU reserves the right to amend the terms & conditions of contract by mutual discussions and such amendments shall be in writing. The amended terms and conditions will form part of the agreement.

5. *Tender Fee:* The tenderer shall deposit Non-refundable Tender fee of ₹ 5,000/- (Rupees Five Thousand only) through Demand Draft drawn in favour of “Indian Institute of Management Udaipur” payable at Udaipur.



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6. Earnest Money Deposit (EMD): The tenderer shall deposit Earnest Money of ₹ 45,000/- (Rupees Forty Five Thousand only) through Demand Draft drawn in favour of “Indian Institute of Management Udaipur” payable at Udaipur. The Earnest Money Deposit will be refunded to the tenderers whose offers have not been accepted. Earnest Money Deposit of the tenderer whose offer is accepted will be kept until such time that the Performance Bank Guarantee is received.

7. Performance Bank Guarantee: The tenderer whose tender is accepted, will be required to furnish performance guarantee of ₹ 45,000/- (Rupees Forty Five Thousand only) before signing the Contract. The performance guarantee shall be in the form of Guarantee Bonds/Bank Guarantee of any nationalized bank in accordance with the format prescribed herein. In case the tenderer fails to deposit the requisite performance guarantee the EMD furnished by the tenderer shall be forfeited without any further notice to the tenderer. Performance bank Guarantee shall be valid for minimum 60 days after the expiry of the contract.

8. In the event of bidder backing out before actual award or execution of agreement, IIMU will have right to forfeit the EMD. In case the successful tenderer (L-1) declines the offer of contract, for whatsoever reason(s) his EMD will be forfeited.

9. Sub-Contracting: The agency shall not assign, sub-contract or sub-let the whole or any part of the contract in any manner except with the specific approval of IIMU.

10. Intending tenderers are advised to inspect and examine at their own cost, the site and its surroundings and satisfy themselves before submitting their tenders to the nature of the site on the day of the pre-bid meeting. The nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstance which may influence or effect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of tender by a tenderer implies that he has read this notice and all other contract documents has made himself aware of the scope and specifications of the work to be done.

11. In case of first lowest is more than one, then it would be at the discretion of the Institute to decide the L1.

12. The agency and its personnel shall comply with all norms stipulated by the IIMU such as Gate Passes, Checking, Maintenance, Cleanliness, Discipline & courteous behavior at and around the work site, Safety Precautions and Regulation.

13. Taxes, Labour Laws and Other Statutory Compliances: The bidder shall comply with all statutory requirements existing as well as those promulgated from time to time and/or such other Acts or Laws of Central, State, Municipal and local



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governmental agency or authority etc whichever is/are applicable to the organization of bidder and shall be held responsible, accountable, answerable, explainable & liable, as the case may be, for the lapses committed by them in this regard. The bidder will indemnify IIMU against violation of all statutory liabilities present and future arising out of this contract.

The agency is liable for the payment of any and all existing taxes of the Central or State Government or of any other authority with respect to the contract or any item sold or supplied pursuant thereto or anything done or services rendered pursuant thereto. Further, the agency shall not involve the matters of IIMU in any way whatsoever in any dispute with regard to compliance of statutory provisions and in case of any violation of any law; the agency shall be solely responsible.

The Contract with the selected bidder shall be governed in accordance with the Laws of India for the time being enforced.

14. Standards:

All standards to be followed will adhere to Bureau of Indian Standards (BIS) specifications or other acceptable standards.

15. Interpretation: All the terms and conditions of contract shall be read in conjunction with all other documents forming part of this contract. Notwithstanding the subdivisions of the documents into these separate sections, every part of which shall be deemed to be supplementary to and complementary of every part and shall be read with and into the contract.

16. Formats of Bids:

The bidders should use the formats prescribed by IIMU in the TENDER for submitting both technical and commercial bids.

The IIMU reserves the right to ascertain information from the IIMU and other institutions to which the bidders have rendered their services for execution of similar projects.

17. Bid Validity: The quoted rates must be valid for a period for 90 days from the last date of submission of the bid. The overall offer for the assignment and price quoted by bidder shall remain unchanged during the period of validity. If the bidder quoted the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected. In case the tenderer withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.



18. Anyone or more of the following actions / commissions / omissions are liable to cause summary rejection of tender:

- Any BID/EMD received late without conclusive proof that it was delivered before the specified closing time.
- Any conditional bid or bid offering rebate.
- Any bid in which rates have not been quoted in accordance with specified formats / details as specified in the Bid Documents.
- Any effort by a bidder to influence the IIMU in the bid evaluation, bid comparison or contract award decision.

19. Compliance to IIMU all terms and conditions:

Bidder has to submit a letter of undertaking along with the Tender that they will abide by all the terms and conditions stated in our Tender.

20. Evaluation of Tender

The Technical Proposal will be evaluated only for those respondents who are fulfilling the eligibility criteria as given under Chapter 4. The Technical Proposal will be evaluated for technical suitability.

During evaluation of the Tenders, IIMU, at its discretion, may ask the Bidder for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted

IIMU reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof.

IIMU decision will be final & IIMU will not entertain any correspondence in this regard

21. Authorized signatory:

A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant, that he has authority to bind such other and if, on enquiry, it appears that the person so signing had no authority to do so, the IIMU may without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all cost and damages.

The selected Bidder shall submit a certified copy of the extract of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the company or a Power of Attorney copy to Discuss, sign agreements/contracts with IIMU. The Bidder shall furnish proof of signature identification for above purposes as required by IIMU. The selected Bidder shall indicate the authorized signatories who can discuss and correspond with IIMU, with regard to the obligations under the contract.



22. Inspection & Audit

IIMU shall have the right to inspect and test the infrastructure and system of the bidder at any time. The bidder on demand from IIMU shall carry out such tests in appropriate manner in the presence of IIMU representatives. The expenditure incurred for the visit of IIMU representative will be borne by IIMU.

The bidder shall make available all necessary and relevant records, facilities access to the system and access to the personnel for audit by the IIMU or any representative authorized by IIMU.

23. Payment of Bills: The payment for services under this agreement shall be made on monthly basis on satisfactory completion of job contract services, through NEFT/RTGS (online transfer). The final payment shall, however, be made only after adjusting all the dues/claims of the IIMU. GST TDS, Income Tax (TDS) and any other prevailing taxes if applicable will be deducted at source.

24. Variation: IIMU may at any time during the contract require the bidder to revise the Equipment, Services or Supplies including Completion Date. In an event of such nature, IIMU will request the Bidder to state in writing the effect such variation will have on the work schedule. The Bidder shall furnish these details, in writing, in one week from the receipt of such request.

25. Disclaimer: Subject to any law to the contrary, and to the maximum extent permitted by law, IIMU and its director, officers, employees, contractors, agents, and advisers disclaim all liability from any loss claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities expenses or disbursements incurred therein or incidental thereto or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any presumptions/ information (whether oral or written and whether express or implied information, including forecasts, statements, estimates, or projections contained in this tender document or conduct ancillary to it whether or not the losses or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of IIMU or any of its directors officers, employees, contractors, agents, or advisers.

26. Arbitration:

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before / after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach thereof, shall be referred to a Sole Arbitrator to be appointed by IIMU.

If the arbitrator to whom the matter is originally referred dies or refuses to act or resigns / withdraws for any reason from the position of arbitration, it shall be lawful for the IIMU



to appoint another person to act as Arbitrator in the manner aforesaid. Such person shall be entitled to proceed with reference from the stage at which his predecessor left it, if both the parties consent to this effect, failing which the Arbitrator shall be entitled to precede denovo.

It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to Arbitrator at the time of invocation of arbitration under this clause. It is also term of the contract that the cost of arbitration shall be borne by the parties themselves.

The venue of arbitration shall invariably be at Udaipur.

Subject as aforesaid the provisions of the Arbitration and Conciliation Act 1996 and any statutory modifications or re-enactment thereof or rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

27. Force Majeure:

If at any time, during the continuance of this contract, the performance in whole or in part by either party, of any obligation under this contract, shall be prevented or delayed by reason of any floods, explosions, epidemics, quarantine restriction or act of God (hereinafter referred to as events), provided notice of happenings of any such eventuality is given by either party within 7 days from the date of occurrence thereof, neither party shall be due to reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance. The operation of contract shall be resumed as soon as practicable after such event may come to an end or cease to exist and the decision of the IIMU as to whether the operation have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or in part of any obligation under his contract is prevented or delayed by reason of any such event for a period exceeding 90 days either party may at his option terminate the contract, by notice in writing to the other.

Provided, also that if the contract is terminated under this clause, the IIMU shall be at its liberty to take over the equipment deployed in the campus until a new agency is appointed and commences the operation.

28. IIMU reserves the right to:

- Reject any and all responses received in response to the tender.
- Reject the tender in whole, or in part, without assigning any reasons thereof.
- Withdraw/relax/modify any of the terms and conditions mentioned in the tender document if it is felt necessary in the benefit of the IIMU. Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery.
- Extend the time for submission of the tender.
- Select the most responsive Bidder (in case no Bidder satisfies the eligibility criteria in totality).
- Share the information/ clarifications provided in response to tender by any Bidder, with any other Bidder(s) /others, in any form.



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- Cancel the tender at any stage, without assigning any reason whatsoever.

29. Cancellation of contract and compensation:

IIMU reserves the right to cancel the contract of the selected Bidder and recover expenditure incurred by IIMU on the following circumstances. The IIMU would provide 30 days notice to rectify any breach/ unsatisfactory progress:

- The selected Bidder commits a breach of any of the terms and conditions of the tender/contract.
- The selected Bidder becomes insolvent or goes into liquidation voluntarily or otherwise
- The progress regarding execution of the contract, made by the selected Bidder is found to be unsatisfactory.
- If deductions on account of liquidated Damages exceeds more than 5% of the total contract value.
- If the selected Bidder fails to complete the due performance of the contract in accordance with the agreed terms and conditions.

30. All exhibits/certificates/statements/supporting documents should be indexed serially page numbered.

31. The decision of the Director of IIMU will be final in all respect and will be acceptable to all the tenderers.

32. Jurisdiction: All matters and disputes arising out of this agreement will be subject to the jurisdiction of the courts located at Udaipur only.



CHAPTER – 3

Bidder Details

I – Details of Tenderer

SI No.	Particulars	Details
1	Name of Tendering Agency	
2	Name of the Proprietor / Director / Partner	
3	Full Address of registered office with pincode, Telephone Number, E-mail ID	
4	Telephone No. (Office) of five top officials with name, designation and E-mail ID	
5	Website of the agency, if any	
6	Name and designation of authorized person with telephone/mobile number. (authorization letter to be enclosed)	

II – Registration & Other Statutory requirement details:

S.No.	Particulars	Number / Other Details	Page No. of Supporting Documents Enclosed
1	Registration as firm / proprietary firm/ Partnership firm/ Limited Company/ Corporate body/ Others (please specify)		



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	Please provide the registration number along with the copy of registration certificate.		
2	Permanent Account Number (attach self-attested copy)		
3	GST Registration No. (attach self-attested copy)		
4	Any other registration which is mandatory for such agencies stipulated by concerned public authorities (attach self-attested copy)		
5	ISO or equivalent certified Company, if any (attach self-attested copy)		

Certified that all above information's are correct to the best of my/our information, knowledge and belief. All the attached relevant documents are duly signed, sealed and serially numbered.

Place :

Date :

(Signature of the bidder with seal)



CHAPTER – 4

Eligibility Criteria

Only those agencies which meet the following minimum criteria will be considered for opening of financial bid. Supporting documents/annexures should be attached with this and must be serially numbered. An Index must be made for this to facilitate quick reference to the relevant page number.

Eligibility Criteria for providing Leased Line Internet Bandwidth Service:

As this tender is for the backup of the Internet leased lines available in the IIM Udaipur campus, any ISP who is already providing Internet leased line services to the IIM Udaipur as on 01.03.2021 shall not be eligible to bid.

Sr. No	Eligibility Criteria	Documentary Proof should be Attached	Reference Page Number (to be filled by bidder)
1	The bidder/ firm must have valid statutory registration required to operate the business in India	Mandatory: PAN, GST Number, Class A ISP Certificate.	
2	The bidder/ firm must submit the original EMD and tender fee in a sealed envelope super scribing this tender name & the name of the agency and must reach at IIMU before the last date & time for receipt of Bid.	Photocopy of the same EMD and tender fee should be enclosed to support this.	
3	The bidder should have an average turnover of Rs. 45 (forty five) Lakh or above in Internet/ISP business during each of the last three financial years ended on 31.03.2020.	Certification from a Chartered Accountant should be attached.	
4	Must be in Core ISP business at least for a period of last three years ended on 31.03.2020.	Documentary Proof should be attached.	
5	Must be registered with DOT for providing Internet Bandwidth Service in India.	Copy of Registration Certificate.	
6	ISP should be able to provide DDoS services with unlimited mitigation capacity.	Bidder should provide reports related to DDoS.	



7	Bidder must be having their own international Internet gateway or a direct connectivity / access with an international gateway.	Copy of the letter for compliance.	
8	Bidder must be a class-A ISP or having UASL(Unified Access Service License) license holder from DoT, Government of India.	Copy of the letter for compliance.	
9	The bidder should have a self-healing backbone.	Self-certified letter for compliance of the same.	
10	No Franchisee support is acceptable to IIMU.	Self-certified letter in compliance of all terms & conditions specified in the tender document.	
11	Bidder must provide managed services.	Router, Patch cord etc should be provided by vendor. Please provide router specifications. User privilege access should be provided to IIMU representative.	
12	Bidder must have commissioned & maintained minimum 2 Link of 500 Mbps ILL in each year for the past three years ended on 31.03.2020 at various organizations.	Document proof for the commissioning of Internet Link should be attached.	
13	Should be able to commission Leased Line Internet Bandwidth within one month from the date of award of work. Bidder has to do their feasibility study and submit their positive reports to IIMU. For late delivery the LD clause would be applicable @1% of the contract value inclusive of all taxes, duties, levies etc., per week or part there of subject to a maximum of 5%.	A self certified letter to be submitted for meeting the delivery schedule and accepting the LD clause.	



14	There should be no case pending with the police against the Proprietor/Firm /Partner or the Company (agency) and should not be blacklisted by any Govt agency.	A self-undertaking to this effect on agency's letterhead should be attached.	
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Please note that all the documents requested should be arranged in the same order as mentioned in the Checklist. Please note that all the above mentioned documents must be self-attested.

Please note that any bidder which does not provide any / all of the above information in the specified formats shall be rejected and IIMU shall not enter into any correspondence with the service provider in this regard.



CHAPTER - 5

INSTRUCTIONS FOR ONLINE BID SUBMISSION

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e Procurement at <http://eprocure.gov.in/eprocure/app>

1. Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the agencies/bidders on the e-Procurement/e-tender portal is a prerequisite for e-tendering.
2. Bidder should do the enrollment in the e-Procurement site using the "Online Bidder Enrollment" option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid email id. All the correspondence shall be made directly with the agency/bidder through email id provided.
3. Bidder need to login to the site through their user ID/ password chosen during enrollment/registration.
4. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/SmartCard, should be registered.
5. The DSC that is registered only should be used by the bidder and should ensure safety of the same.
6. Agency/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
7. After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
8. If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
9. Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of e-Token/Smartcard to access DSC.
10. Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my tenders' folder.



11. From my tender folder, he selects the tender to view all the details indicated.
12. It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
13. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender documents/schedule and generally, they can be in PDF/xls/rar/jpg/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Bidders Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through rar and the same can be uploaded, if permitted. However, if the file size is less than 1 MB the transaction uploading time will be very fast.
14. If there are any clarifications, this may be obtained through the site. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
15. The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
16. Bidder should submit the Tender Fee/EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender or as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
17. While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
18. The bidder has to select the payment option as offline to pay the Tender Fee/EMD as applicable and enter details of the instruments.
19. The details of the DD/ any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable or liable for rejection.
20. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.



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21. The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
22. If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price-bid BOQ template must not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
23. The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The **TIA will** not be held responsible for any sort of delay or the difficulties faced during the submission of bid online by the bidders at the eleventh hour.
24. After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
25. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
26. All the data being entered by the bidders would be encrypted using PK! encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
27. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
28. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
29. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
30. For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallely for any further queries, the bidders are asked to contact over phone: 180030702232 or send a mail over to cppp-nic@nic.in.



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CHAPTER - 6

TENDER ACCEPTANCE LETTER (To be given on Agency Letter Head)

Date :

To,

Director, IIM Udaipur
Balicha, Udaipur,
Rajasthan-313001.

Sub. : Acceptance of Terms & Conditions of Tender.

Tender Reference No.: IIMU/Tender/Internet/2021/01/01 dated 08.01.2021

Name of Tender/Work : 500 Mbps Internet leased line at IIM Udaipur

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: _____ as per your advertisement, given in the above mentioned website(s).
2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No. ____ to ____ (including all documents like annexure(s), schedule(s), etc.) which form part of the contract agreement and I/we shall abide by with the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/organization too have all been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with Official Seal)



CHAPTER - 7

PROFORMA OF PERFORMANCE BANK GUARANTEE

- 1 In consideration of the Director IIM Udaipur (hereinafter called "IIM UDAIPUR") having offered to accept the terms and conditions of the proposed agreement between IIM, UDAIPUR and (hereinafter called "the said agency(s)" for the work of "500 Mbps Internet Leased Line at IIM Udaipur" (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rupees..... only) as a security/ guarantee from the agency(s) for compliance of his obligations in accordance with the terms & conditions in the said agreement.
- 2 We (hereinafter referred to as the "Bank") do hereby undertake to pay amounts due and payable (indicate the name of the Bank) under this Guarantee without any demur, merely on a demand from the IIM, UDAIPUR stating that the amount claimed is required to meet the recoveries due or likely to be due from the said agency(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this Guarantee we shall be restricted to an amount not exceeding `..... (Rupees.....)
- 3 We, the said Bank, further undertake to pay to the IIM, UDAIPUR any money so demanded notwithstanding any dispute or disputes raised by the agency(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under bond shall be a valid discharge of our liability for payment thereunder, and the agency(s) shall have no claim against us for making such payment.
- 4 We..... further agree that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the IIM UDAIPUR under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Chief Administrative Officer, IIM Udaipur on behalf of the IIM UDAIPUR, certifies that the terms & conditions of the said agency(s), and accordingly discharges this guarantee.
- 5 We..... further agree with the IIM UDAIPUR that the IIM UDAIPUR (indicate the name of the Bank) shall have the fullest liberty without our consent , and without effecting in any manner our obligations hereunder, to vary any of the terms & conditions of the said agreement or to extend time of performance by the said agency(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the IIM UDAIPUR against the said agency(s) and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said agency(s) or for any forbearance, act of omission on the part of the IIM UDAIPUR or any indulgence



by the IIM UDAIPUR to the said agency(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

- 6 This Guarantee will not be discharged due to the change in the constitution of the Bank or the agency(s).
- 7 We..... lastly undertake not to revoke this Guarantee except with (indicate the name of the Bank) the previous consent of the IIM UDAIPUR in writing.
- 8 This guarantee shall be valid up to unless extended on demand by the IIM UDAIPUR.

Notwithstanding anything contained hereinabove:

- a) our liability under this Guarantee shall not exceed(Rupees..... Only);
- b) This Bank Guarantee shall be valid up to and
- c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before All your rights under the said guarantee be forfeited and we shall be relieved and discharged from all liabilities thereunder.

Dated the day of for

(Indicate the name of the Bank)