

**NOTICE INVITING TENDER FOR PROVIDING WEB HOSTING PLAN (PHYSICAL
MANAGED DEDICATED SERVER) TO IIM TIRUCHIRAPPALLI FOR A PERIOD OF 05
(FIVE) YEARS.**

Tender No. 23SP060 dated: 08.05.2023

Details	Date	Time	Venue
Name of Work/Service	“Tender for Providing Web Hosting Plan (Physical Managed Dedicated Server) to IIM Tiruchirappalli for a period of 05 (Five) Years”		
Date of issue of Tender Document	08.05.2023	18.00 Hrs. onwards	-
Pre bid Clarification	17.05.2023	15.00 Hrs.	If the Bidder has any queries/clarifications, please e-mail to purchase@iimtrichy.ac.in by 03.00 pm, 17.05.2023.
Last date for Submission of Tenders	30.05.2023	17.00 Hrs.	-
Opening of Technical Bid	31.05.2023	11.00 Hrs.	
Opening of Price Bid	To be informed later		
Tender Document	The tender document can be downloaded from the IIM Tiruchirappalli website https://www.iimtrichy.ac.in/tender-published .		
EMD Amount (Refundable to unsuccessful bidders)	EMD Amount Rs. 42,000/- to be remitted in the below IIM Tiruchirappalli Bank Account through online mode. Bank Account Details Name of the Beneficiary: IIM Tiruchirappalli Bank Name: State Bank of India SB A/c. No: 32170808935 IFSC Code: SBIN0071187		
Copy of payment transaction receipt for EMD has to be attached with the application form, without which the bid won't be considered. The payment of EMD is exempted for MSME Bidders. Bidders claiming exemption should attach necessary document proof should be attached with the tender document.			
SD Amount	10% of Work/Purchase Order value to be remitted by the successful Bidder to IIM Tiruchirappalli as SD. The SD amount will have to be remitted to IIM Tiruchirappalli within ten days along with the letter of acceptance from the receipt of the Purchase Order, failing which the Purchase order will stand cancelled.		
Address for submission of Tender	The Chief Administrative Officer (i/c) Indian Institute of Management Tiruchirappalli Trichy - Pudukkottai Main Road Chinna Sooriyur Village, Trichy - 620 024.		
Mode of Submission of Tender	Speed Post/Registered Post/Courier or Hand delivery – during office hours (9.30 to 17.00 hrs) only (To be submitted at Dispatch Section of IIM Tiruchirappalli @ Administrative Wing – 2 nd Floor and obtain acknowledgement)		

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INDIAN INSTITUTE OF MANAGEMENT TIRUCHIRAPPALLI

(An Institute of National Importance, Ministry of Education (Shiksha Mantralaya), Government of India)

Trichy - Pudukkottai Main Road, Tiruchirappalli-620 024, Tamil Nadu

Phone: 0431-2505121/5122 | E-Mail: purchase@iimtrichy.ac.in

CHECKLIST FOR DOCUMENTS TO BE ATTACHED WITH THE TENDER..... 25

NOTICE INVITING TENDER

OVER VIEW

Indian Institute of Management Tiruchirappalli (IIM Tiruchirappalli) is an Institute of National Importance, established by the Ministry of Education (Shiksha Mantralaya), Government of India. More details about IIM Tiruchirappalli are available on our website www.iimtrichy.ac.in.

IIM Tiruchirappalli invites Tender for **Providing Web Hosting Plan (Physical Managed Dedicated Server) to IIM Tiruchirappalli for a period of 05 (Five) Years:**

Service Description	Estimated Value of the Tender for 05 (Five) Years. (Excluding GST)	Interest free Performance Security Deposit
Tender for the new Web Hosting Plan (Physical Managed Dedicated Server) to IIM Tiruchirappalli for a Period of 05 (Five) Years.	Rs. 14,00,000/-	10% of the Work Order value

SCOPE OF WORK

- The Specification of the physical managed dedicated Server is given below:
 - Storage:** 500 GB SSD,
 - Processor:** CPU 8 Oct X 2 socket ,
 - RAM:** 32 GB, Unlimited Bandwith,
 - IPV6 & V4 Support (dual stack),
 - Access and administration:** cPanel or equivalent for remote administration,
 - Security:** Paid and licensed Anti-malware protection, Firewall protection etc.
 - OS:** Linux Operating System &
 - Backup:** 1TB FTP Backup.
 - At least RAID 1 should be configured and maintained.
 - cPanel has to be provided. Any equivalent application is not acceptable.
 - My SQL database is used for the current website. It should also support PostgreSQL and Maria DB which may also be used in near future.
 - It should be only intel processor. Other equivalent processors will not be acceptable.
 - It should be only **physical** managed dedicated server from a hosting service provider. Cloud servers will not be accepted.
 - Server would be used to host the website and portals
 - The server should be located inside India.
- The physical managed dedicated server plan/account should be registered under the ownership of IIM Tiruchirappalli.
- The Server should be located inside India and the details (proof) regarding the same should be submitted.

4. Periodical tweaking, tuneup and performance evaluation to be done on the server.
5. If any application/query is consuming unusual bandwidth and resources, the same has to be reported to IIM Tiruchirappalli Officials.
6. The hosting service provider should provide the necessary support to the website development vendor as and when needed to troubleshoot any server/website performance related issues.
7. Either Service provider can directly provide the service to IIM Tiruchirappalli or the billing can be done through a third party vendor
8. The contact details of the account manager / technical team along with the escalation matrix should be submitted to IIM Trichy officials before releasing the payment.

Eligibility Conditions for Bidders

The tendering Agency must fulfil the conditions mentioned in the succeeding paras in order to be eligible for technical evaluation of the bid:

1. The Bidder(s) should be registered with the Goods and Services Tax council for the purpose of Goods & Service Tax (GST). A copy of the GST registration certificate has to be submitted with the tender document. A copy of the GST Registration Certificate, PAN and Bank account details should be submitted along with the Technical Bid. The names appearing on all these documents and the tender document should be the same or linked.
2. The Bidder(s) should be registered with the appropriate registration authority and should exist **for not less than five years as of 30th April 2023**. Copy of Certificate of Incorporation or relevant registration certificate should be attached.
3. Bidder(s) should have at least five years' experience in similar work as on 30th April 2023. Relevant documentary proof like work order / Letter of Intent / Agreement must be submitted with technical bid. **Similar work shall mean: Web Hosting Plan (Physical Managed Dedicated Server)**.
4. Copy(ies) of work order(s) showing that the firm has executed the similar work(s) in the **last 5 years** and details of current similar works on hand and other contractual commitments shall be provided by the Bidder as on **of 30th April 2023** as detailed below:

At least one similar work of 80% of the estimated cost [Order copy to be enclosed]

OR

At least two similar works of 60% of the estimated cost each [Order copy to be enclosed]

OR

At least three similar works of 40% of the estimated cost each. [Order copy to be enclosed]

The bidder should attach copies of the work orders / contracts, which should indicate the scope of work for **Web Hosting Plan (Physical Managed Dedicated Server)** along with Technical Bid.

5. List of approved Hosting Service Providers:

CtrlS, HostGator, Godaddy, Hostdime, Bluehost, BigRock, ResellerClub, Hostinger, HostPapa, Inmotion, iPage, WP Engine, NTT, Equinix, YOTTA, NXTRA, SIFY.

Note:

- a) The bidder should submit their bids only for the above mentioned Hosting Service Providers, else the bid will be rejected.
 - b) The Hosting service provider should have operations in other countries as well (if the companies listed in the above approved hosting service providers has it's operations only in one nation then they cannot participate in the tender)
6. The above approved list is applicable only if the service provider could meet the following criterias (necessary proof should be enclosed):
- a) The service provider should have a data centre (India based Servers) within India wherein the physical managed dedicated server of IIM Tiruchirappalli should be installed and maintained.
 - b) The entire management and technical support and operations of our physical server should be within India.
 - c) Should have 5 years of existence in providing India based hosting Servers and associated services for enterprise/government organizations (Hosting service to individual users or shared hosting services will not be considered).
 - d) The Hosting service provider should have it's operations and data centers in multiple countries (if the companies listed in the approved hosting service provider is providing services only in one country then they cannot participate in the tender)
 - e) The company (Hosting Service Provider) should have already executed ***atleast one physical Managed dedicated server project in any of the IITs, NITs, IIMs, Universities or any national level academic institutions***. Proof should be attached along with the technical bid.
 - f) ***If a third party bidder is participating in the tender, they should provide the server, applications, infrastructure and support only from the approved hosting service provider and an authorization letter (from the approved hosting service provided) mentioning the following to be produced along with the tender document***
 - ***We will directly provide all the services which includes physical dedicated server hardware, Operating System, licenced applications, cpanel, infrastructure, bandwidth etc., to IIM Tiruchirappalli.***
 - ***IIM Tiruchirappalli can directly contact us for the technical support on 24/7 basis.***
 - g) The specification including make and model of all the components of the server should be enclosed in the technical bid. The format is given below:

Technical Specification	
Package name (if any)	
Server Location	
CPU (Make and model)	
Memory (Make and model)	
RAID Options	
Hard Drive 1	
Hard Drive 2	

Hard Drive 3 (Backup)	
Monthly Bandwidth (Unlimited)	
Operating System	
Hosting Control Panel	
Management	
Dedicated IPs	
Security applications	
Uptime Guarantee	

- h) The server should be physically located within India and proof (mentioning the location) should be attached with the technical bid document. The location of server of successful bidder will be verified and necessary additional document to be provided accordingly.
7. Average Annual Turnover of the Bidder for the past three years (2019-20 to 2021-22), should be at least 100% of the estimated cost of the tender. The year in which no turnover is shown would also be considered for working out the average. Copies of duly audited Balance Sheet with Profit & Loss accounts are to be submitted for the last three years as above as per [Annexure-I \(Technical Bid\)](#).
8. Bidders should be regular in filing Income-Tax returns. A copy of Income tax returns filed and audited accounts statement for the last three financial years (2019-20, 2020-21 & 2021-22) should be submitted with the Technical Bid.
9. The bidders should not be blacklisted by any department of the Government of India or any State Government and Private organization in the past. There should not be any criminal case registered against the bidding firm or its owners/partners anywhere in India. The Bidder should give self-declaration certificate for acceptance of all terms & conditions of tender documents. An undertaking to this effect in the company letter head duly signed by the owner / partner or both to be enclosed, as per [Annexure-IV](#).

Other Technical requirements

- a) At least IP V4 & v6 Addresses to be provided (Min. 6 X IPv6 + 4 X IPv4)
- b) The Vendor should proved cPanel only and any other equivalent application is not acceptable.
- c) FTP Backup or equivalent backup solution will be acceptable.
- d) Only one main domain will be hosted, currently there is approximately 15 sub domains. It may increase in future.
- e) Paid licensed Anti-malware and security applications to be installed on the Physical Managed Dedicated server during the Entire five years period
- f) The service provider should have a gateway level firewall on their network and entire traffic should be routed through the same. In addition to the same the server should have a firewall application and antivirus protection (Paid/Licensed).

Instructions to Bidders

1. Downloading of Tender Document

Tender Documents are to be downloaded from the Institute's website <https://www.iimtrichy.ac.in/tender-published>. No Tender fee is payable.

2. Earnest Money Deposit:

- a. The Bidder (s) should remit an Earnest Money Deposit (EMD) of **Rs.42,000/- (Rupees Forty Two Thousand Only)** at the bank account mentioned in **Page 1**. A copy of the payment transaction receipt has to be attached with the Tender application form, without which the bid will not be considered for the bidding process.
- b. The EMD of the successful Bidder will be adjusted against the interest-free security deposit.
- c. The EMD of the unsuccessful bidders will be released after the finalization of the Tender. No interest is payable on the Earnest Money Deposit (EMD).
- d. Micro and Small Enterprises (MSEs) firms as defined in the MSE Procurement Policy issued by the Department of Micro, Small and Medium Enterprises (MSME) or the firms registered with the Central Purchase Organization or the concerned Ministry or Department or Startups as recognized by Department of Industrial Policy & Promotion (DIPP) for all these items only, are exempted from EMD. However, they have to enclose valid self-attested registration certificate(s) along with the Tender to this effect, without which the bid won't be considered for further process.
- e. The bidders who seeks exemption from EMD as per clause above, if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the bid document, they will be suspended for the period of three years or as decided by the competent authority from being eligible to submit bids for contracts with the entity that invited the bids.

3. Relationship Certificate:

- a. The Bidder should give a certificate that none of his/her near relative is working in the units as defined below where he is going to apply for the Tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company. Due to any breach of these conditions by the company or firm or any other person the Tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and IIM Tiruchirappalli will not pay any damage to the company or firm or the concerned person.
- b. The company or firm or the person will also be debarred for further participation in the concerned unit.
- c. The near relatives for this purpose are defined as follows: -
 - Members of a Hindu undivided family,
 - Spouse,
 - The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).
- d. The Relationship Certificate ([Annexure-IV](#)) needs to be placed in the Technical bid cover.

4. Amendment to Bid Document

- a. At any time prior to the date of submission of bids, IIM Tiruchirappalli shall modify the bid document with amendments on its own.

- b. Such amendments shall be notified on IIM Tiruchirappalli website only and these amendments will be binding on all prospective bidders.
- c. The Institute may at its own discretion extend the last date for the receipt of bids.
- d. IIM Tiruchirappalli reserves the right to cancel the tender without assigning any reason at any stages of evaluation before finalization.
- e. IIM Tiruchirappalli also reserves the right to, at any time and in its absolute discretion the following:
 - i. Accept or reject all bids.
 - ii. To obtain further clarification or supporting documents during the technical bid evaluation.
 - iii. To suspend, discontinue, modify and/or terminate the Tendering process at any time.
 - iv. To reject any unreasonable bid.
 - v. To modify/change/delete/add any further terms and conditions prior to opening of Price Bid.

5. Conditional Bids:

Conditional bids or Bids based on the process / basic schemes other than mentioned and / or not conforming to the technical specifications / requirements of the Bidding documents will not be considered.

6. Technical Bids Criteria:

- i. The technical bid shall contain all the relevant information which forms part of the technical bid. The information provided in the technical bid will be used for understanding and assessing/evaluating the quality of solution being proposed by the Bidder.
- ii. All the information should be organized in logically structured form and attached as a technical bid with an index. Bidders should comply with eligibility criteria and technical requirements. The detailed formats are attached at [Annexure-I](#). The Bidder is to complete the same in all respect and submit accordingly. No deviations are acceptable in [Annexure-I](#).

7. Price Bid Details:

- i. The Price Bid should be submitted strictly as per the BoQ attached in ([Annexure-II](#)) format, failing which the offer will be rejected. (renaming or changing the format of BoQ) will not be acceptable.
- ii. The quantities mentioned in Price Bid are tentative and shall be increased or decreased depending upon the requirements of the Institute.
- iii. Bids must be submitted with the rates for all the item(s) involved and any incomplete bid will not be considered. Overall Lowest quoted bidder declares as Successful Bidder (L1).
- iv. ***The Rates quoted by the tenderer should be inclusive of all charges*** (Installation, Testing and Commissioning) ***except GST*** and must hold good till the completion of work and should

not be subjected to any escalation. No claim on this account what so ever shall be entertained at any stage including the extended period, if any.

- v. The bidders can send an email to saict@iimtrichy.ac.in (Telephone No 0431-2505047/5073) and mark a cc to purchase@iimtrichy.ac.in to seek clarification on the specifications/work covered by this Tender, if required.
- vi. Vendor should quote rates in the Price Bid (**Annexure-II**) only, bids indicating rates anywhere else will be rejected.
- vii. Arithmetical errors, if any, shall be rectified on the following basis. If there is a discrepancy between the unit price and total price, then the unit price shall prevail, and the Institute shall correct the total price. If the Bidder does not accept the correction of the errors, the Bid shall be rejected.

8. Validity of Bids and Rates:

- i. All the quoted rates would be valid until the completion of the contract. No escalation of price whatsoever would be allowed during the currency of the contract, including extended period if any.
- ii. The quote shall remain valid and open for acceptance for a period of 90 days from the date of opening of price bid.

Procedure for Submission of Bids

- a) The tender document should be downloaded from the IIM Tiruchirappalli website <https://www.iimtrichy.ac.in/tender-published> .
- b) The Bidder needs to fill, sign and seal the required bid documents as indicated in the tender document.
- c) The Bidder should submit the Bid in two parts viz. **Technical Bid** and **Price Bid**. Technical Bid along with required documents should be attached in Cover-1. **Price Bid as per Annexure-II** only should be submitted in Cover- 2.
- d) All the pages of the tender document being submitted must be duly signed as per the procedures and requirements stipulated herein.
- e) The Bidder (s) shall not make any changes or amendments in the tender document as published in the IIM Tiruchirappalli website.
- f) All correspondence and documents relating to the Tender shall be written in English.
- g) No addition or alteration should be made in the tender document.
- h) The tender document should be filled in legible handwriting/printing/typing without ambiguity.
- i) If any correction is necessary in the information provided by the Bidder, the same should be made after scoring out the old entry. In any case, there should not be any overwriting. All the corrections should be attested with the full signature of the Bidder with date.
- j) It is construed that the Bidder has read all the terms and conditions before submitting their offer. An undertaking as given in **Annexure-IV** to the effect of stating that all the terms and conditions of the Tender have been read and abided by the tenderer shall be furnished.
- k) Bidder should take into account the corrigendum/Addendum published from time to time before submitting the bids.

- l) The bidders are cautioned that furnishing of incomplete/ambiguous information, suppression of facts and any alteration of the prescribed tender format will entail outright rejection of the bid application.
- m) Bidders should note that they should submit their price bids in the prescribed format given by IIM Tiruchirappalli, and no other format is acceptable.

1. Bid Submission:

Since this tender is based on two bid system, The bids (complete in all respect) must be submitted in **Three Separate Sealed Envelopes** as explained below:

a. Technical Bid – (Envelope A)

The following documents are to be attached by the Bidder (s) along with Technical Bid (**Annexure-I**), as per the tender document:

- i. Application form, Undertaking, Near Relative Certificate as per **Annexure - IV**.
- ii. Copy of PAN and GST Registration.
- iii. Copy of constitution or legal status of the service provider /Sole proprietorship/firm Agency etc., like an Attested copy of the deed of partnership, if the firm is a partnership concern. Certificate of Incorporation duly certified in case of Company.
- iv. EMD Payment Receipt / MSME Certificate for Exemption of EMD.
- v. Copy of work orders, testimonials / completion / performance certificate from the present and past clients of equivalent order sized (received in the last five years) with verifiable contacts need to be attached with the Tender document.
- vi. A copy of Income tax returns filed and audited accounts statement for the last three financial years (2019-20 to 2021-2022).
- vii. Signed Tender document and its all annexures and Corrigendum/Addendum if any.
- viii. All other documents mentioned in the tender document, except the Price Bid document.
- ix. The Technical Bid Cover with the aforementioned required enclosures should be in sealed condition and SUPERSCRIBED with the following text: “**Technical Bid for Providing Web Hosting Plan (Physical Managed Dedicated Server) to IIM Tiruchirappalli for a period of 05 (Five) Years**”

b. Price Bid - (Cover 2)

- i. Price bid (As per **Annexure-II** duly filled and signed)- Price must be quoted as per the format specified for all the items, failing which tender shall be rejected.
- ii. Only duly filled Price Bid as per **Annexure-II** should be put in a separate cover and the cover should be in sealed condition. This envelope should be SUPERSCRIBED with the following text: “**Price Bid for Providing Web Hosting Plan (Physical Managed Dedicated Server) to IIM Tiruchirappalli for a period of 05 (Five) Years**”

c. EMD payment receipt/MSME Registration Certificate (Envelope C):

- i. Wherever applicable, a copy of the payment transaction receipts amounted to **Rs.**

42,000/- towards EMD, have to be submitted with the tender application form, without which the tender will not be considered for evaluation process.

- ii. The EMD payment receipt as mentioned above, should be put in a separate envelope marked as “**EMD payment receipt/MSME Registration Certificate**”, if applicable.

All the three sealed envelopes should carry the name and address of the bidder and be placed/kept inside a LARGER Size Master Envelope with the following text SUPERSCRIBED on the master envelope:

“Tender for Providing Web Hosting Plan (Physical Managed Dedicated Server) to IIM Tiruchirappalli for a period of 05 (Five) Years”- 23SP060 dated: 08.05.2023”

- i. The master envelope containing the three envelopes should be delivered at the below mentioned address on or before the deadline;

The Chief Administrative Officer (i/c)

Indian Institute of Management Tiruchirappalli

Trichy – Pudukkottai Main Road, Chinna Sooriyur

Tiruchirappalli– 620 024.

- ii. If the three inner envelopes A, B & C and the one outer envelope (i.e., larger envelope) are not marked as instructed, IIM Tiruchirappalli will assume no responsibility for the misplacement of the envelopes. Any bid received in unsealed condition will be rejected.
- iii. The tender should be submitted either through Registered Post/Speed Post/Courier or delivered to IIM Tiruchirappalli in hand on working days during office hours (9.30 hrs. to 17.00 hrs.). IIM Tiruchirappalli will not accept any responsibility or grant any relaxation of time for any Postal delay in submission of tender.

Pre-Bid Clarifications

If the Bidder has any queries/clarifications, please e-mail to purchase@iimtrichy.ac.in by 03.00 pm, 17.05.2023. The answers/clarifications to the bidders will be communicated after the pre-bid clarification deadline (i.e 3.00 pm, 17.05.2023).

Opening of Technical Bid

The Technical bid will be opened by the Tender Opening Committee on **31.05.2023 at 11.00 Hrs.** in the presence of the bidders or their authorized representatives through physical/video conferencing mode. A maximum of two representatives per bidder shall be authorized and permitted to attend the bid opening. Bidders / Representatives have to send the scanned copy of letter of authorization from their firm (or firms they are representing) to purchase@iimtrichy.ac.in before attending the Opening of Master envelope & Technical bid meeting on the given date (to be informed later) in the opening of Technical Bid as per the format enclosed vide [Annexure -V](#).

Opening of Price Bid

The price bids of all the technically eligible bidders will be opened in the presence of technically eligible bidders or their authorized representatives through Physical/video conferencing mode. The date and time for opening of the Price Bid will be informed later.

Bidders / Representatives have to send the scanned copy of letter of authorization from their firm (or firms they are representing) to purchase@iimtrichy.ac.in before attending the price bid meeting on the given date (to be informed later) to participate in the opening of Price Bid as per the format enclosed vide [Annexure-V](#).

The work order will be awarded to the overall lowest quoted Bidder (L1) in the Price Bid.

The Institute reserves the right to accept or reject all the offers, including the lowest, without assigning any reason.

General Term & Conditions

1. Payment Terms:

- a. No advance payment will be made in any case.
- b. Payment will be released ***on yearly basis at the end of each year*** (within 25 days' subject to submission of Invoice/Bill with all relevant documents like renewal confirmation, etc.)
- c. TDS and any other Government levies applicable on bills as per Government instructions/ notifications issued from time to time shall be applicable and deducted from Service Provider's bills.

2. WARRANTY OF QUALITY

- i. The successful bidder and service provider are equally responsible for ***the 99.9 percent uptime of the Web Hosting Plan (Physical Managed Dedicated Server) and related services and support to IIM Tiruchirappalli for a Period of 05 (Five) Years.***
- ii. In case, the firm fails to provide the required services within specified delivery period, the same services will be obtained from open market and the difference of cost, if any, will be recovered from Performance Security or from pending bill(s) of the defaulting firm or from both in case the recoverable amount exceeds the amount of Performance Security.
- iii. If it is observed at any stage that the quality of the work is not satisfactory, the contract/ work order as a whole may be terminated and Security deposit forfeited. Applicable penalties would be levied from all the monies payable to the Service Provider on such termination and the balance amount, if any, would be paid. The decision of the competent authority in the matter of penalties, would be final and binding.

3. Penalty Clause:

- a. Deficiency/delay in services listed in the broad Scope of Work including Configuration, Maintenance and support of the Web Hosting Account (Physical Managed Dedicated Server) for 05 (Five) Years. 99.9% uptime should be guaranteed. The penalty will be calculated by the internal committee based on the downtime and it's reasons. Such lapses due to service provider will be viewed seriously and penalties will be imposed on the service provider in case of any delay in providing the required services as covered by this Tender within the stipulated date and timings. IIM Tiruchirappalli reserves the right to impose the penalty and the quantum of the penalty will be decided in individual cases and decision of the competent authority at IIM Tiruchirappalli, shall be final and binding.
- b. In case of failure to carry out the services to the satisfaction of IIM Tiruchirappalli as per

the terms and conditions, the Institute will be free to get services done by any other agency at the cost and risk of the service provider.

4. Forfeiture of Earnest Money:

The earnest money will be forfeited in the following cases:

- i. Earnest Money is liable to be forfeited and the bid is liable to be rejected, if a bidder withdraws or amends or impairs or derogates from the Tender in any respect within the period of validity and/or after opening the Tender. Such bidders will also be blacklisted.
- ii. When information/certificate/document furnished is found to be false at any stage.
- iii. When the bid documents have been manipulated or altered after they are downloaded from the website.

5. Performance Security Details:

- i. The successful Bidder will be required to remit an interest free **Performance Security Deposit of 10% of the Work Order** value through online transfer to IIM Tiruchirappalli Bank Account, within ten working days from receipt of the work order. **The Security Deposit will remain with the Institute until the completion of the support period of 5 years and it will be refunded after adjusting applicable deductions, if any.**
- ii. Performance Security will be forfeited if the vendor fails to perform/abide by any of the terms or conditions of the contract.
- iii. In case, the Vendor fails to provide the required services as covered by this Tender within a specified delivery period, the same items will be obtained from the open market, and the difference of cost, if any, will be recovered from the Performance Security or from the pending bill(s) of the defaulting firm or from the vendor if the recoverable amount exceeds the Performance Security and there are no pending bills due to be paid to the respective vendor.

6. Termination of Agreement:

This contract can be terminated giving 60 days' notice by the Institute. The service provider will be required to give 90 days' notice in writing of their intention to leave or discontinue their service.

Such notice shall specify if all the services or part of the service provided is terminated and the effective date of such termination. Upon receipt of such notice, contractor shall:

- i. Assist IIM Tiruchirappalli in the maintenance, protection, and disposition of Service in progress, share audit logs/ porting of results, plant, tools, equipment, property, and goods acquired by Contractor or furnished by Contractor under this Contract; and
- ii. Upon any such termination for convenience, IIM Tiruchirappalli shall have no liability towards contractor for any damages, including loss of anticipated profits. As its sole right and remedy, contractor shall be paid for services already provided and to be provided till the date of the termination.
- iii. The termination of the Contract/Empanelment shall not relieve the contractor of any

obligations and liabilities under the Contract.

- iv. IIM Tiruchirappalli may, without prejudice to any other remedy for breach of contract, terminate the contract in whole or in parts in the event of the following:
- If the Service Provider fails to provide the services as detailed in the Tender within the period (s) specified in the contract or any extension thereof granted by the Institute.
 - If the Service Provider fails to perform any other obligation(s) under the contract.
 - If the Service Provider being declared insolvent by the competent Court of Law without any notice.

7. SIGNING OF CONTRACT:

- The successful bidder shall be required to execute the Contract Agreement accepting all terms and conditions stipulated herein on a non-judicial stamp paper of Rs. 100/- (Rs. one hundred only) within 10 working days from issue of the Work Order along with interest free performance security deposit. In the event of failure on the part of the successful bidder to sign the Contract within the period stipulated above, the EMD shall be forfeited and the acceptance of BID shall be considered as cancelled.
 - The service provider shall not be allowed to change its name after the award of the contract.
 - The Bidder shall certify that change in ownership is not anticipated in the proposed period of contract. If such a change is anticipated, the scope and effect thereof shall be defined. IIM Tiruchirappalli shall file a suit against the bidder for breach of this clause requesting damages and / or specific performance remedies therefrom.
8. **Last Payment:** The last payment of the service provider will be cleared only after obtaining clearance of any liabilities pending of Institute.
9. Canvassing in connection with the tenders is strictly prohibited and tenders submitted by the tenderers who resort to canvassing will be liable to rejection. Any bribe, commission or advantage offered or promised by or on behalf of the tenderer to any officer or staff of IIM Tiruchirappalli shall block his/ her Tender from being considered. Canvassing on the part or on behalf of the tenderer will also make his Tender liable to rejection.
10. **Authority of person signing document:** A person signing the tender application or any documents forming part of the contract on behalf of another shall be deemed to warranty that he/she has authority to bind such other and if, on enquiry, it appears that the person so signing had no authority to do so, the IIM Tiruchirappalli may without prejudice to other Civil and criminal remedies cancel contract and held the signatory liable for all cost and damages.
11. In respect of services rendered to IIM Tiruchirappalli, the Service Provider shall be liable for depositing all taxes, levies, cess, etc. to the concerned tax collection authorities from time to time as per existing rules and regulations on the matter.
12. While making payment to the Service Provider, TDS and other statutory deductions will be effected by the Institute.
13. The Income Tax (TDS) shall be deducted at prevailing rate from the bills, as amended from

time to time in accordance with the provisions of Income Tax Department, and the relevant certificate to this effect shall be issued by IIM Tiruchirappalli to the Agency.

14. In case, the vendor fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof IIM Tiruchirappalli is put to any loss / obligation, monetary or otherwise, IIM Tiruchirappalli shall be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Agency, to the extent of the loss or obligation in monetary terms. This shall be in addition to the right of IIM Tiruchirappalli to initiate penal measures against the Service Provider including the termination of the contract.
15. **Subletting of Work:** Either Service provider can directly provide the service to IIM Tiruchirappalli or the billing can be done through a third party vendor. However, the successful service provider/vendor should not assign or sublet the work/job or any part of it to any other person or party. The Tender is not transferable. Only one Tender shall be submitted by one tenderer.
16. The Bidder should have requisite licenses from appropriate governmental regulatory bodies for operating the services in India, if applicable. (License documents obtained from Government authorities should be attached).
17. **Arbitration:** In case of any unreconciled disputes between the parties IIM Tiruchirappalli and the agency/firm to whom the contract had been awarded, arising out of any of the terms of the Contract Agreement, the dispute shall be referred to a single Arbitrator mutually agreed, as per Arbitration and Reconciliation Act 1996, in Tiruchirappalli jurisdiction. The decision of the Arbitrator shall be final and binding on the both parties.
18. **Jurisdiction:** All disputes arising out of this contract shall be subjected to the Courts at Tiruchirappalli.
19. **Force Majeure:**
 - a. Should any force majeure circumstances arise, each of the contracting parties be excused for the non-fulfillment or for the delayed fulfillment of any of its contractual obligations, if the affected party within 15 days of its occurrence informs in a written form the other party.
 - b. Force Majeure shall mean fire, flood, natural disaster, or other acts such as war, turmoil, sabotage, explosions, epidemics, quarantine restriction, strikes, and lockouts i.e. beyond the control of either party.

ANNEXURE – I: PROFILE OF THE BIDDER

Sr. No.	Required information	Description
1	Name of the agency / firm /company	
2	Address of the agency / firm /company	
3	Legal status (Individual, proprietary, partnership firm, limited company, etc.)	
4	Authorized Signatory Details	Name
		Designation
		Email
		Phone
	Details of Contact other than Authorized Signatory	Name
		Designation
		Email
		Phone
5	Month and Year of commencement business.	
6	Statutory details (Photocopies to be attached):	Registration number of the firm
		PAN No. of the Agency
		GST No. of the Agency
7	Has your firm/company ever changed its name any time? If yes, provide the previous name and the reasons there for?	
8	Have you or your constituent ever left the contract awarded to you incomplete? If so, give name of the contract and reasons for not completing the contract.	

9	Brief details of Litigations, if any, connected with related work, current or during the last Three years, the opposite party and the disputed amount.	
10	Give details of Termination of previous contract, if any	
11	Details of bank mandate;	
	Name of the Bank	
	Name of the Branch	
	Account No.	
	Type of Account	
	IFSC Code No.	
	(copy of the cancelled cheque should be enclosed)	
12	Total experience (years/ months) Related work in Central Educational Institution/Organization:	

Turnover in the relevant field on Contract basis during the last Three years (from 2019-20 to 2021-22). Please submit documentary evidence i.e. extract of Profit and Loss account, Balance Sheet & Income Tax return filed.

Financial Years	2019-2020	2020 – 2021	2021 – 2022
Details of Gross Annual Turnover - (Rs. in Lac)			
Average Turnover of the last Three years	Rs. _____ in Lakhs		

List of present and past clients in the following format. The information provided will facilitate evaluation of Technical Bid **(Please use separate sheet if required without changing the format)**. Please attach client certificate and work orders etc., clearly giving period of contact.

Sr. No.	Name of the organization with complete postal address	Nature or type of work undertaken	Period for which the contract is/was awarded	Work order Value INR	Name and designation of the contact person with Tel. / Mobile No (s), Email ID
1					
2					
3					
4					
5					
6					
7					
8					
9					

ANNEXURE-II: PRICE BID - BOQ

S. No	Description of Items	Units/Year	Amount (Rs.)
1	<i>Web Hosting Plan (Physical Managed Dedicated Server) to IIM Tiruchirappalli</i>	First year	
2		Second year	
3		Third year	
4		Fourth year	
5		Fifth year	
Total Amount Excluding GST			
GST @ _____ %			
Total Amount including GST			

ANNEXURE – III: PROPOSED PRODUCT SPECIFICATION

Proposed Make & Model:

Technical Specification	
Package name (if any)	
Server Location	
CPU (Make and model)	
Memory (Make and model)	
RAID Options	
Hard Drive 1	
Hard Drive 2	
Hard Drive 3 (Backup)	
Monthly Bandwidth (Unlimited)	
Operating System	
Hosting Control Panel	
Management	
Dedicated IPs	
Security applications	
Uptime Guarantee	

ANNEXURE – IV: SUBMISSION OF TENDER DOCUMENT

The Chief Administrative Officer (i/c),
Indian Institute of Management Tiruchirappalli,
Trichy-Pudukkottai Main Road,
Chinna Sooriyur Village,
Tiruchirappalli 620 024.

Date:

Subject: “Tender for providing Web Hosting Plan (Physical Managed Dedicated Server) to IIM Tiruchirappalli for a period of 05 (Five) Years”

Reference: Tender Notice published in IIM Tiruchirappalli website. - ***Tender No: 23SP060 dated: 08.05.2023***

Dear Sir,

With reference to the tender notice published in above mentioned website, I / We hereby submit my/ our Tender in a required format. I / We have carefully gone through the terms and conditions and prescribed given and I / We accept the same without any alterations / modifications.

It is certified that I, _____ (name of the person)

S/o Shri _____

r/o _____

a) am authorized to sign this document on behalf of M/s.

(the name of the firm / company which is bidding in this tender) and that our firm / company have never been blacklisted by any of the Government Organization / Agencies in the past and there is no criminal case registered against our firm / company or its owner / partners anywhere in India.

b) hereby certify that none of my relative (s) as defined in the tender document is / are employed in IIM Tiruchirappalli as per details given in tender document. In case at any stage, it is found that the information given by me is false / incorrect, IIM Tiruchirappalli shall have the absolute right to take any action as deemed fit / without any prior intimation to me.

c) further declare that:

1. All the statements made in this application are true, complete and correct to the best of my knowledge and belief. I understand that if at any stage, it is found that any information given in this application is false/ incorrect or that our Agency does not satisfy the eligibility criteria, our candidature/empanelment is liable to be cancelled/ terminated.
2. I understand that the decision taken by the IIM Tiruchirappalli is final and binding in all matters.
3. I hereby agree to work as per the terms and conditions stipulated by IIM Tiruchirappalli.
4. I understand that the IIM Tiruchirappalli reserves the right to accept or reject and to cancel the Tender and reject all bids at any time prior to the award of the contract, without detailing any specified reasons whatsoever

Place: _____

Signature _____

Name _____

Date: _____

Designation: _____

Seal of agency / Firm / Company

ANNEXURE – V: LETTER OF AUTHORISATION

**LETTER OF AUTHORISATION FOR ATTENDING PRE-BID/PRICE
BID OPENING MEETING (in bidder’s letterhead)**

To

The CAO (i/c)

IIM Tiruchirappalli

Pudukkottai Main Road,

Chinna Sooriyur Village,

Tiruchirappalli - 620 024

Subject: Authorization for attending Technical /Price Bid Opening Meeting on
(date) in the “*Tender for providing Web Hosting Plan (Physical Managed Dedicated Server) to IIM Tiruchirappalli for a period of 05 (Five) Years*”.

Following persons are hereby authorized to attend the Pre Bid for the Tender mentioned above on behalf of.(Bidder) in order of preference given below.

Order of preference	Name	Designation	Contact No	Specimen Signatures
I				
II				

Alternate Representative

Signatures of Bidder

or

Officer authorized to
sign the bid Documents
on behalf of the Bidder.

Notes:

1. Maximum of **two representatives** will be permitted to attend Pre Bid Meeting / bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not recovered.

CHECKLIST FOR DOCUMENTS TO BE ATTACHED WITH THE TENDER

Sl. No	Covers	Details	Remarks	Tick (√)
1	(Cover 1)	All the documents and Annexures, except Price Bid document.		
2	(Cover 2)	Only Price Bid documents as per the BoQ MS excel format(.xls)		
3		Whether GST Registration Certificate is enclosed.		
4		Whether PAN is enclosed.		
5		Whether duly filled in Technical Bid documents (i.e., Annexure-I to the tender document) along with all the related enclosures have been enclosed with the Tender: <ul style="list-style-type: none"> i. Registration/ Incorporation details of the bidding firm/Agency/ Company ii. Documents in support of Legal Status of the Bidder. Copy of Registered Partnership Deed or Articles / Memorandum of Association in the case of partnership firm or Private Limited Company. iii. Authorization / Power of attorney for signing the tender document. iv. Audited Annual Accounts, Income Tax Return and assessment orders for the last three consecutive financial years i.e., 2019-20 to 2021-22. v. Details of completed contracts in the prescribed format during the last three years along with proof with verifiable contacts. vi. Details of ongoing contracts in the prescribed format along with proof with verifiable contacts. vii. All other information/ details/ supporting documents/pro desired in the Tender document. 		
6		Whether Technical Bid documents as per Annexure-I of the tender document is submitted.		
7		Whether Proposed Product Specification is attached as per Annexure-III		
8		Whether Undertaking, Near Relative and Declaration Certificate as per Annexure-IV to the effect that the Bidder had never been blacklisted by any of the Government Organization / Agencies is submitted.		
9		Whether Technical Bid documents and all the required enclosures to the Technical Bid are serially numbered and over writing/ erasures, if any, in the technical bid duly been signed and endorsed with seal?		
10		Whether an Index or Table of Content of all enclosures to the Technical bid has been prepared and attached with the Technical bid, to facilitate quick reference?		
11		Whether Tender documents have been signed with seal in all the pages by the Bidder.		