

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

Tender No. IIMT/2022-23/IT/WHP/54 dated: 09.11.2022

(E-Procurement Mode)

Details	Date	Time	Venue
Name of Work/Service	<i>“Tender for Web Hosting Plan (Managed Dedicated Server) to IIM Tiruchirappalli for a period of 05 (Five) Years”</i>		
Date of issue of Tender Document	09.11.2022	15.00 Hrs. onwards	-
Pre bid Meeting	18.11.2022	10.30 Hrs.	Deans Office Meeting Room, Administrative Block, IIM Tiruchirappalli.
Last date for Submission of Tenders	01.12.2022	10.30 Hrs.	-
Opening of Technical Bid	01.12.2022	10.45 Hrs.	
Opening of Price Bid	<i>To be informed later in the e-Wizard Portal</i>		
Tender Document	The tender document can be downloaded from the IIM TIRUCHIRAPPALLI website https://www.iimtrichy.ac.in/tender-published and MHRD e-Wizard Portal (https://mhrd.euniwizarde.com)		
EMD Amount	EMD Amount Rs. 42,000/- to be remitted in MoE’s E-Wizard Portal through online mode.		
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	3% 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.		
Mode of Submission of Tender	In MHRD e-Wizard Portal(https://mhrd.euniwizarde.com/)		

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Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bid electronically on the e-Wizard Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the e-Wizard Portal, prepare their bids in accordance with the requirements and submit their bids online on the e-Wizard Portal. For more information, bidders may visit the Portal (<https://mhrd.euniwizarde.com/>)

1. Registration Process on Online Portal

1. Bidders to enroll on the e-Procurement module of the portal <https://mhrd.euniwizarde.com/> by clicking on the link “Bidder Enrolment”.
2. The bidders to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email addresses and mobile numbers as part of the registration process. This would be used for any communication from the e-Wizard Portal.
4. Bidders to register upon enrolment with their valid Digital Signature Certificate (Class III Certificates with signing and Encryption key) issued by any Certifying Authority recognized by CCA India with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible for ensuring that they do not lend their DSCs to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token

2. Tender Documents Search

- a. Various built-in options are available in the e-Wizard Portal like Department name, Tender category, estimated value, Date, other keywords, etc., to search for a tender published on the Online Portal.
- b. Once the bidders have selected the tenders they are interested in; they may download the required documents/tender schedules. These tenders can be moved to the respective ‘Interested tenders’ folder.
- c. The Bidder should make a note of the unique Tender No assigned to each Tender, in case they want to obtain any clarification/help from the Helpdesk.

3. Amendment of Bid Document

- a. At any time prior to the deadline for submission of proposals, IIM Tiruchirappalli (IIM Tiruchirappalli) reserve the right to add/modify/delete any portion of this document by the issuance of a Corrigendum, which would be published on the website and will also be made

available to the all the Bidder who has been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

- b. The Institute may at its own discretion extend the last date for the receipt of bids.
- c. IIM Tiruchirappalli reserves the right to cancel the Tender without assigning any reason at any stages of evaluation before finalization.
- d. IIM Tiruchirappalli also reserves the right to, at any time and in its absolute discretion on the following:
 - Accept or reject all bids.
 - To obtain further clarification or supporting documents during the evaluation, before opening of the Price Bid.
 - To suspend, discontinue, modify and/or terminate the Tendering process at any time.

4. Assistance to Bidders

- a. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the Tender.
- b. Any queries relating to the process of online bid submission or queries relating to e- Wizard Portal, in general, may be directed to the 24x7 e-Wizard Helpdesk. The contact number for the helpdesk is 8448288994/87/89/88/81/90/92/82 011-49606060, 07903269552, 9355030608, 9055030613, 7903810198, 9355030606, 9315620706, 9355030623, 9355030628, 8800526452, 9205898228, 9122643040, 9355030604, epochhelpdesk.01@gmail.com, epochhelpdesk.03@gmail.com, epochhelpdesk.06@gmail.com

5. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s).

6. The bid should be submitted through e-Wizard portal (<https://mhrd.euniwizarde.com>) only.

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 e-Tender for **Web Hosting Plan to IIM Tiruchirappalli:**

Service Description	Estimated Value of the Tender for 05 (Five) Years. (Excluding GST)	Interest free Performance Security Deposit
<i>Tender for the new Web Hosting Plan (Managed Dedicated Server) to IIM Tiruchirappalli for a Period of 05 (Five) Years.</i>	Rs. 14,00,000/-	3% of the Work Order value

Scope of work

1. The Specification of the 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: Anti-malware protection, Firewall protection etc.

OS: Linux Operating System &

Backup: 1TB FTP Backup.

Server would be used to host the website and portals

The servers should be located inside India.

- The managed dedicated server plan/account should be registered under the ownership of IIM Trichy
- The Server should be located inside India and the details (proof) regarding the same should be submitted.
- Periodical tweaking, tuneup and performance evaluation to be done on the server.
- If any application/query is consuming unusual bandwidth and resources, the same has to be reported to IIM Trichy officials.
- 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.
- Either Service provider can directly provide the service to IIMTrichy or the billing can be done through a third party vendor
- 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 three years as of 31st August 2022**. Copy of Certificate of Incorporation or relevant registration certificate should be attached.
3. Bidder(s) should have at least three years' experience in similar work as on 31st August 2022. Relevant documentary proof like work order / Letter of Intent / Agreement must be submitted with technical bid. **Similar work shall mean: Web Hosting Plan (Managed Dedicated Server)**.
4. Copy(ies) of work order(s) showing that the firm has executed the similar work(s) in the **last 3 years** and details of current similar works on hand and other contractual commitments shall be provided by the Bidder as on **31st August 2022** 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 (Managed Dedicated Server)** along with Technical Bid.

5. 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)**. If audited financial statement are not available, unaudited financials authorized by CEO or CFO should be submitted with the Technical Bid.
6. 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. In case the income tax return is yet to be filed for the financial year 2021-22, the copy of the audited/unaudited financial statement authenticated by the CEO or CFO shall be submitted.

7. 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-III](#).

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> and <https://mhrd.euniwizarde.com/>. 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 Thousand only) at MoE's e-Wizard Portal. A copy of the payment transaction receipt has to be attached with the e-Tender application form, without which the Tender would 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 would not 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 a 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-III](#)) needs to be placed in the Technical bid cover.

4. 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.

5. 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 the solution being proposed by the Bidder.
- ii. All the information should be organized in a logically structured form and uploaded in PDF Format 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](#).

6. Price Bid Details:

- i. Price Bid i.e. BoQ given with the Tender to be uploaded after filling all relevant information and it should be uploaded in MS Excel (.xls) format as per the format available with the tender failing which the offer will be rejected (renaming or changing the format of BoQ) will not be acceptable.
- ii. Price Bid i.e. BoQ in MS Excel (.xls) format given in Tender to be uploaded after filling all relevant information. The priced BoQ should be submitted strictly as per the BoQ in MS Excel (.xls) format, failing which the offer will be rejected.
- iii. The quantities mentioned in Price Bid are tentative and shall be increased or decreased depending upon the requirements of the Institute.
- iv. Bids must be submitted with the rates for all the item(s) of the work involved and any incomplete bid will not be considered.
- v. ***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 whatsoever shall be entertained at any stage including the extended period, if any.

- vi. The bidders can send an email to saict@iimtrichy.ac.in (Telephone No 0431-250 5047/5073) and mark a copy to purchase@iimtrichy.ac.in to seek clarifications on the specifications/work covered by this Tender, if required.
- vii. Vendor should quote rates in the Price Bid (**Annexure-II**) in MS Excel (.xls) format only, bids indicating rates anywhere else will be rejected.

7. 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.

Bid Preparation

- i. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- ii. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- iii. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that needs to be submitted. Any deviations from these may lead to rejection of the bid.
- iv. Bidder, in advance, should keep the bid documents ready to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLSX/PNG, etc. formats.

Procedure for Submission of Online Bids

- i. Bidder to log into the site well in advance for bid submission so that he/she uploads the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- ii. The tender document should be downloaded from the IIM Tiruchirappalli website <https://www.iimtrichy.ac.in/tender-published> and <https://mhrd.euniwizarde.com/>. The Tender needs to be submitted online through MHRD e-Wizard Portal (<https://mhrd.euniwizarde.com/>).
- iii. The bidder needs to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- iv. The Bidder should submit the bid online in two parts viz. Technical Bid and Price Bid. Technical Bid along with required documents should be in PDF format and uploaded online in Cover-1. Price Bid in MS Excel “.xls” format only should be uploaded online in Cover - 2.
- v. All the pages of the tender document being submitted must be digitally signed as per the procedures and requirements stipulated herein.
- vi. The Bidder (s) shall not make any changes or amendment in the tender document as published in the IIM Tiruchirappalli website and Ministry of Education e-Wizard Portal.

- vii. All correspondence and documents relating to the Tender shall be written in English.
- viii. No addition or alteration should be made in the tender document.
- ix. The tender document should be filled in legible handwriting/printing/typing without any ambiguity.
- x. 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 over writing. All the corrections should be attested with full signature of the Bidder with date.
- xi. It is construed that the Bidder has read all the terms and conditions before submitting their offer. An undertaking as given in the [Annexure-III](#) to the effect of stating that the terms and conditions of the Tender have been read and abided by the tenderer shall be furnished.
- xii. Bidder should take into account the corrigendum/Addendum published from time to time before submitting the bids.
- xiii. 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.
- xiv. Bidders to note that they should necessarily submit their price bids in the prescribed format given by IIM Tiruchirappalli and no other format is acceptable.
- xv. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, the opening of bids, etc. The bidders should follow this time during bid submission.
- xvi. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
- xvii. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- xviii. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- xix. The off-line Tender will not be accepted and no request in this regard will be entertained whatsoever.

1. Online Bids Submission:

The Online bids (complete in all respect) must be uploaded online in two covers as explained below:

a. Technical Bid – (Cover 1):

- i. The following documents are to be furnished as single PDF file by the Bidder (s) along with Technical Bid ([Annexure-I](#)), as per the tender document;
- ii. Application form, Declaration, Near Relative Certificate as per [Annexure - III](#).
- iii. Copy of PAN and GST Registration.
- iv. Copy of constitution or legal status of the bidder /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.

- v. Copy of work orders and testimonials/completion /performance certificate from the present and past clients of equivalent order / SLA (executed the work(s) received in the last 3 years) with verifiable contacts need to be attached with the Tender document to prove their competency.
- vi. A copy of Income tax returns filed and audited accounts statement for the last Three financial years (2019-20 to 2021-22).
- vii. Duly (Digitally) Signed Tender document and its all annexures.
- viii. All other documents mentioned in the tender document, except the Price Bid document.

b. Price Bid - (Cover 2):

Price bid (As per [Annexure-II](#) duly filled and signed) Price must be quoted and uploaded online as per the format specified (MS Excel “.xls” format), failing which Tender shall be rejected.

Pre-Bid Meeting

A Pre-Bid Meeting with the intending bidders will be conducted in person at the Dean’s Office Meeting Room, Administrative Block, IIM Tiruchirappalli on **18.11.2022 at 10.30 Hrs.** to clarify doubts that shall arise before submitting the bids.

If the bidders, who are unable to visit IIM Tiruchirappalli in person to attend the pre-bid meeting, can join the meeting through virtual mode.

The bidders need to send the scanned copy of the letter of authorization from their firm (or firms they are representing) to purchase@iimtrichy.ac.in before **09.30 Hrs., on 17.11.2022** to attend the Pre-bid meeting as per the format enclosed vide [Annexure-IV](#).

The Bidders are requested to mail their doubts/queries to purchase@iimtrichy.ac.in before the pre-bid meeting, i.e. **by 09.30 hrs, 17.11.2022**, to enable us to clarify the doubts in the pre-bid meeting itself.

Opening of Technical and Price Bid

The Technical bid will be opened by the Tender Opening Committee on **01.12.2022 at 10.45 Hrs.** through e-wizard online portal.

The price bids of all the technically eligible bidders will be opened. The date and time for opening of the Price Bid will be informed later through e-wizard online portal.

The Institute reserves the right to accept or reject all the offer 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 within 25 days' subject to submission of Invoice/Bill with all relevant documents like warranty certificate, 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 (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 Design, Development, Customizations and Maintenance of PGPBM Portal of IIM Tiruchirappalli in the production environment), will be construed as lapses on the part of the service provider. 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 3% 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:
 - a. 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.
 - b. If the Service Provider fails to perform any other obligation(s) under the contract.

- c. If the Service Provider being declared insolvent by the competent Court of Law without any notice.

7. **SIGNING OF CONTRACT:**

- a. 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.
 - b. The service provider shall not be allowed to change its name after the award of the contract.
 - c. 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. (as per Shops and establishment act.).
		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

Price Bid in MS Excel (.xls format) file should be uploaded separately as per the instructions provided in the online submission of bid

Note: Bidder Should not make any changes in Brands and Specification mentioned in Price Bid and should quote the rate for only Brands and Specification Mentioned in Technical Specification Section, else bid will be rejected.

ANNEXURE – III: 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 Web Hosting Plan (Managed Dedicated Server) to IIM Tiruchirappalli for a period of 05 (Five) Years”

Reference: Tender Notice published in IIM Tiruchirappalli website. - ***Tender No: IIMT/2022-23/IT/WHP/54 dated: 09.11.2022***

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 – IV: 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 Pre Bid/Technical Evaluation cum Presentation/Price Bid Opening Meeting on (date) in the “*Tender for Web Hosting Plan (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., 2018-19 to 2020-21 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/proof desired in the viii. Tender document. 		
6		Whether Technical Bid documents as per <u>Annexure-I</u> of the tender document is submitted.		
7		Whether Undertaking Certificate as per <u>Annexure-III</u> to the effect that the Bidder had never been blacklisted by any of the Government Organization / Agencies is submitted.		
8		Near Relative Certificate as per <u>Annexure-III</u> is submitted.		
9		Whether declaration as per <u>Annexure-III</u> regarding accepting all the terms and conditions of the tender document is submitted.		
10		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?		
11		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?		
12		Whether Tender documents have been signed with seal in all the pages by the Bidder.		