



IIM KASHIPUR

INDIAN INSTITUTE OF MANAGEMENT KASHIPUR
Kundeshwari, Dist. Udham Singh Nagar, Kashipur – 244713
Uttarakhand (India)

website: www.iimkashipur.ac.in

TENDER DOCUMENT

FOR

**OFC CABLING AND ACCESSORIES FOR NETWORKING
SERVICES ON RENTAL BASIS**

BY

**OPTICAL FIBRE CABLE LAYING AND EXECUTION OF
INTERNAL & EXTERNAL NETWORKING
AT THE COST OF THE CONTRACTOR
AT IIM KASHIPUR**

Tender No. IIMKPV/OTE/07/2018-19. Date: 29.03.2019

Cost of the Tender Rs. 1000/-

Estimated Value of Tender

Rs. 18, 00,000/- (Cumulative for 3 years)

Date of Tender Issue	: 29.03.19 at 11:00 hrs
Last date of Tender submission	: 23.04.19 at 15:00 hrs
Opening of Technical Bids	: 23.04.19 at 15:30 hrs

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1. NOTICE INVITING TENDER FOR OFC CABLE AND ACCESSORIES FOR NETWORKING SERVICES ON RENTAL BASIS BY OPTICAL FIBRE CABLE LAYING AND EXECUTION OF INTERNAL AND EXTERNAL NETWORKING AT THE COST OF CONTRACTOR

Indian Institute of Management invites sealed tenders in **Two-Bids (Technical & Financial)** for **OFC CABLING AND ACCESSORIES SERVICES FOR NETWORKING ON RENTAL BASIS** by Optical Fibre cable laying and execution of internal and external networking i.e. **the OFC cabling and accessories between SRES, Dining, FRES and Academic Vihara, on rental basis for a period of three years**. The work shall be extended and included for total 44 locations as per Annexure 'A' to this NIT. The provision of OFC and accessories for networking services on rental basis and active components for BMS & Access Control is included in the tender. The location shall be inclusive of - HVAC, WTP, STP, and CSS (4No.s). Interested parties may download the tender document from www.iimkashipur.ac.in. The complete tender should reach IIM Kashipur latest by 15:00 hrs on 23/04/2019. **Tender No. IIMKPV/OTE/07/2018-19. Date: 29.03.2019**

2. IMPORTANT DATES AND INFORMATION

SR. No.	FAQ	Answer
1	Cost of Tender Document	Rs. 1000/- To be submitted separately along with Technical Bid by means of Demand Draft of Rs 1000/- drawn in favour of 'Indian Institute of Management Kashipur' payable at Kashipur.
2	EMD	Rs. 36,000/-, Demand Draft should be submitted and to be kept inside Technical Bid envelop drawn in favour of 'Indian Institute of Management Kashipur' payable at Kashipur.
3	Performance Security Deposit	Rs. 90,000/- or 10% of the actual contract value whichever is lower by Demand Draft should be submitted in favour of 'Indian Institute of Management Kashipur' payable at Kashipur. (Applicable for successful bidder only)
4	Address and place of Submission of Tender (Outer envelope should be super scribed at centre top with 'Tender for Networking services'	The Director, Indian Institute of Management Kashipur Kundeshwari, Dist. Udham Singh Nagar, Kashipur – 244713 Uttarakhand (India)
5	Tender Document Delivery Mode	Through Speed Post / Registered Post/ Courier or by hand
6	Submission / Receipt of Tender	23.04.2019 up to 1500 Hrs at IIM Kashipur
7	Opening of tender	Technical Bid; shall be opened on the same day, i.e. 23.04.2019 (03:30 PM onwards). Changes, if any shall be intimated later. Financial Bid; of the technically acceptable bidder as recommended by the constituted committee shall be opened afterwards.
8	Contact Person (for any clarification)	Store and Purchase Officer, IIM Kashipur Phone: 0993509806, email: shivashish.tripathi@iimkashipur.ac.in
79	Management/Implementation Period	Tentatively, within 30-45 days from of Issuance of work order

The tender document may also be downloaded from our web site www.iimkashipur.ac.in. The Bidder who had downloaded the tender document should submit separate DD for the application fee of Rs.1000/- along with the tender document (inside Technical Bid envelope only); else tender document for the bid will not be accepted.

3. GENERAL INSTRUCTIONS AND CONDITIONS FOR SUBMISSION OF TENDER

For the purposes of this Tender Document, the Indian Institute of Management Kashipur Kundeshwari Dist. Udham Singh Nagar, Kashipur – 244713 Uttarakhand (India) shall be referred to as '**Institute**' and the intending, participating and successful bidders to this Tender Document shall be referred to as '**BIDDER/CONTRACTOR/VENDOR**'. Additionally, for the purpose of this Tender document the term "OFC Cabling and accessories for networking Services on rental basis by optical fibre cable laying and execution of Internal & external networking at the cost of the contractor at IIM Kashipur" shall be referred to as '**Networking services on rent**'.

(A) INSTRUCTIONS

- (1) The Bidders who are interested in participating in the tender must read and comply with the instructions and the terms and conditions contained in the tender document.
- (2) The bids shall be filled in by the Bidder clearly, neatly and accurately. Any alteration, erasures or over-writing would be liable to make the tender invalid unless the same is neatly carried out and attested over the full signature of Bidder. The decision of institute to interpret the information and rates filled in by the Bidder shall be final and binding on the Bidder.
- (3) The Bidders are requested to make themselves fully conversant with the General Conditions of Contract, Special Conditions of Contract, Technical Specifications, site conditions, safety and health aspects and norms to be observed, etc. at the time of submitting their bids. The Bidder is deemed to have examined and understood the tender document, obtained his own information in all matters whatsoever that might affect the carrying out the works expressly mentioned or works which may have to be carried out to fulfil his contractual obligation within the scheduled rates and to have satisfied himself to the sufficiency for his offer.
- (4) The Bidders are required to fill in complete and accurate details as required under the tender documents. Failure to furnish all the information as required under the bid documents or submission of a bid containing deviations from the contractual terms and conditions, specifications or requirements shall be treated and rejected as being non - responsive.

- (5) The Bidders are expected to carefully examine all instructions, forms, terms and specifications in the bid documents and to fully inform themselves as to all the conditions and matters which may affect the subject matter of the work/tender or the cost thereof. If any errors, discrepancies or omissions are found in the documents or any Bidder is in doubt as to the true meaning or interpretation of any part, he shall seek necessary clarifications during the pre-bid meeting. However, no claim of any nature on account of any errors found in the tender documents shall be entertained.
- (6) The bids shall be required to be submitted within the time frames set out in the Notice Inviting Tender ('NIT') and bids submitted thereafter shall not be accepted and considered.
- (7) The tender documents shall not be transferable.
- (8) Conditional offers shall be rejected at the outset.
- (9) A particular Bidder shall be allowed to make and submit only one bid document. A Bidder shall not submit more than one bid, either in the same name or entity or through any partnership, LLP, joint venture or the like.
- (10) Institute reserves the right to amend and modify the bidding documents at any time prior to the deadline for submission of bids, either at its own discretion or in response to a clarification requested by a prospective Bidder. In such cases, updates will be made only on Institute website (www.iimkashipur.ac.in), Institute may use in its discretion extend the deadline for submission of bids in order to facilitate the prospective Bidders for incorporating the effect of the amendment in their bids.
- (11) The Bidders shall bear all costs and expenses associated with and incidental to the preparation and submission of their respective bids, to attend meetings or conferences, if any, including any pre award discussion with the successful Bidder, technical and other presentations, etc. and institute shall not be liable in any manner for the same.

(12) In the event that the successful Bidder is a joint venture formed of two or more companies, then each such company or entity shall be jointly and severally liable for all the obligations envisaged under the tender documents and this shall be primary condition of such joint venture arrangements.

(13) The Bidder shall be disqualified if any untrue statement or misrepresentation is made in the bid forms, attachments and other supporting documents submitted by the Bidder.

(14) Institute reserves the right to qualify/disqualify any applicant without assigning any reason.

(B) EARNEST MONEY & TENDER FEE

(1) The Bidder shall deposit a tender fee of Rs. 1000/- (Rupees One Thousand only) which shall be non-refundable and amount Rs. 36,000/- as earnest money deposit ('EMD') with Technical Bid envelope. The EMD and tender fee shall be in the form of separate crossed bank Demand Drafts drawn in favour of 'Indian Institute of Management Kashipur' payable at Kashipur.

(2) The earnest money deposited along with the bid documents for the present tender shall be in respect of the present tender document only and the contract to be hereby awarded only. No Bidder shall be entitled to request or claim for transferring and appropriating any previously deposited amount or performance security amount or for adjusting any outstanding bill amount with the earnest money payable with the bid documents.

(3) The EMD of the successful Bidder will be returned after the Bidder provides a Security Deposit as required.

(4) The EMD paid in the form of demand draft will be refunded by means of NEFT/account payee cheque or return of the same DD to the unsuccessful Bidder

within a month's time of the allocation of tender and after acceptance by the prospective bidder.

- (5) Any bid not accompanied with EMD and Tender fee or if the same are found to fall short, the bid will be rejected. Tender fees and EMD should be submitted in physical form directly to Institute.
- (6) No interest shall be payable on EMD.
- (7) The EMD will be forfeited if the BIDDER (i) withdraws his bid for tender after acceptance or (ii) withdraws his bid for tender before the validity date of the tender (iii) if any malpractice is found during opening of the tender or in the process.

(C) MODE OF SUBMISSION OF BID

(1) The sealed bidding documents should be delivered to Institute on or before the stipulated date and time. The bidding will be a **TWO BID SYSTEM**. The technical bid and the Financial Bid must be sealed in separate envelopes super-scribing "**Technical Bid**" and "**Financial Bid**" and both these two envelopes must be placed in a third envelope super-scribing "Tender for Networking Services at IIM Kashipur". This third envelope should be **sealed (glued and properly tapped)**. Stapled or open envelope or partly open envelope tender will be forfeited. The envelope has to be delivered to: "The Director / Chief Administrative Officer, Indian Institute of Management Kashipur, Kundeshwari Dist. Udham Singh Nagar, Kashipur – 244713 Uttarakhand (India)."

(2) The rates and amounts offered by the Bidder shall be quoted clearly written in figures and in words in Indian Currency (INR) only. The words shall be written clearly in English and shall be free from any aberrations, deletions, and corrections and overwriting. In case of any illegibility of the offer submitted by Bidder the interpretation by Institute shall be final and binding on the Bidder. If any ambiguities are observed in the rates and amount given in words and figures then the rate quoted in words shall be taken as correct.

- (3) Bidders sending their bids through courier/ by Speed post/by Person should also ensure that their bids are received on the said address by the stipulated date and time. No time extension for courier/Speed Post/by Person shall be granted.

(D)METHOD OF TENDERING SIGNATURE

- (1) The Bidder shall ensure that the bid document submitted by him shall contain the name, residence and place of business of the person or persons making the Bid and must be signed and sealed by the Bidder with his usual signature and seal. The name of all persons signing should also be typed/ printed/Manu-scripted below the signature on each page.
- (2) Each page of the Tender documents must be stamped and signed by the person or authorised persons of the Bidder entity who are submitting the Tender in token of his/their having acquainted himself/themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of Institute. **NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS BIDDING DOCUMENT.**
- (3) A copy of the authorization letter/ power of attorney/board resolution for the purposes of signing and submitting the present tender documents shall be attached with the tender documents.
- (4) The Bidder's name stated on the proposal shall be the exact legal name of the firm.
- (5) Erasures or other changes in the Bid Documents shall be initialled by the person signing the Bid.
- (6) Bids not conforming to the above requirements of signing may be disqualified.

(E) MODIFICATIONS & WITHDRAWAL OF BID

- (1) The Bidder shall not be entitled to withdraw or modify the offer and rates quoted by him/it once the same have been duly submitted.
- (2) The above shall however not affect any modifications or withdrawals made by the Bidder in pursuance of any clarification issued by institute or any modification or amendment made by institute in respect of the tender documents and the contract terms and obligations to be performed. In such event, the Bidder shall ensure that the revised bid be submitted within the prescribed deadlines or any permitted extensions thereof. Any bid not submitted within such time frames shall be rejected.
- (3) In the event any Bidder withdraws his bid during the validity period of the bid or fails to comply with the aforementioned conditions, then the EMD paid by such Bidder shall be forfeited.

(F) EFFECT & VALIDITY OF BID

- (1) The Bid offer shall be kept valid and shall have the validity period of ninety days from the date of opening of the tenders for acceptance thereof by institute.
- (2) In case any bidder quotes a lower validity period than that called for above, his offer shall be rejected.
- (3) The submission of any Bid connected with these documents and specifications shall constitute an agreement that the Bidder shall have no cause of action or claim, against the institute for rejection of his Bid. The institute shall always be at liberty to reject or accept any Bid or Bids at his sole discretion and any action will not be called into question and the Bidder shall have no claim in that regard against the institute.

(G) OPENING OF BID

- (1) Institute shall open the bids Technical and Financial bids on the scheduled dates (changes if any will be informed through institute website) of which the Bidder shall

take note and the Bidder, either himself or through an authorized representative shall remain present at such opening. In the event any authorised representative of a Bidder is sent to such opening then such person shall be required to carry an authorization letter for the same.

- (2) It is hereby clarified that the absence of any Bidder or his authorized representative at such opening shall not affect the legality of such opening and institute shall be entitled to continue with such opening of bids even in the absence of the Bidders or any of them, and no claim or objection on this ground shall be entertained.
- (3) The Bidders and their authorised representatives participating in the opening shall be required to sign the attendance sheet.

(H) EVALUATION & COMPARISON OF BID

- (1) Upon opening the Bids, institute will examine the Bids to determine whether they are complete, whether any computational errors or any alterations have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the Bids are generally in order.
- (2) Upon evaluation of the propriety of the bid documents as submitted, the bids shall be evaluated to ascertain whether it meets the eligibility criteria as specified in the tender document.
- (3) The technical bids shall be evaluated based on the available documents submitted by the Bidder. In the course of its evaluation, institute shall be entitled to ask for clarifications from the Bidders in respect of the bids submitted by them. Any clarification submitted by a bidder that is not in response to a request by institute shall not be considered. The request for clarification and the response shall be in writing.
- (4) If a bidder does not provide clarifications of its bid by the date and time set by institute, their bid may be rejected.

- (5) Financial bid will be opened after due evaluation of Technical Bids for the qualified technical bidders only. Opening of Financial Bids will be scheduled as per the requirement of the Institute.

(I) RIGHT OF REJECTION OF TENDER

- (1) Institute reserves the right to accept or reject any bid or to cancel the Bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform or afford reasons to the affected bidder or bidders regarding the same.
- (2) Any Tender without EMD and Tender fee will be treated as non-responsive and shall be rejected at the outset itself.
- (3) Institute reserves the right to split the scope & quantity to more than one agency among the Bidders.
- (4) Institute reserves the right to disqualify any bidder if such bidder quotes any abnormally high or low rates in the bid document/price bid and prohibit such Bidder from future participation in any bid with institute.

(J) AWARD OF CONTRACT

- (1) Institute shall, upon evaluation of the bids submitted, award the contract to the **lowest bidder/Net Bundled Prices will be considered**, individual prices of each item will not be considered. Hence, if prices for each and every item are not quoted then the Net bundled price offered shall be accepted.
- (2) The successful Bidder (L1) shall be intimated of his selection through the Letter of Intent or Letter of Award/ Work Order which shall be sent to him through e-mail, courier, fax or registered mail or may be collected in person. Such successful Bidder shall be required to tender his/its acceptance within three days from the date of receipt of such Letter of Intent or Letter of Award/Work Order as the case may be, failing which the same shall stand cancelled and the EMD shall be forfeited.

- (3) Further, the successful bidder shall pay an amount of Rs 90,000/- or 10% of the contract value whichever is lower, towards Performance Security and the deposited EMD will be refunded. The adjustment of EDM amount of successful bidder for Performance Security may be accepted on a written request of the successful bidder.
- (4) After the successful Bidder has accepted the Letter of Intent or Letter of Award/Work Order, the successful Bidder shall be required to enter into a written contract with institute within a period of a week from the date of such acceptance. The contract shall be as per the terms and conditions mentioned herein and it shall be drafted by institute. Upon such contract document being executed, the contract shall be deemed to have been awarded and the tender process finalized. If the successful bidder does not come to execute the contract or to accept the LOI, then would go to L2, and depending on the same the EMD amount will not be returned.

4. MINIMUM ELIGIBILITY CONDITIONS

1. The following shall be the minimum eligibility criteria for fulfilling the Technical evaluation. The Financial evaluation shall be carried out only in respect of those bidders whose bid meets the Technical criterion. **(A Proof in support of the following criterion by the Bidder shall be submitted).**
2. Bid Security (EMD): EMD for Rs. 36,000/- is to be submitted along with the tender document only in the form of Demand Draft drawn in favour of "Indian Institute of Management Kashipur" Payable at Kashipur. The same is to be kept in Technical Bid envelope only.
3. The Bidder shall be either a Limited Company or a Private Limited Company registered under the Companies Act 1956/2013 or a registered partnership firm or a proprietorship. **For proof, self-attested/attested copy of Certificates of Incorporation / partnership deeds or any other valid document issued by the respective registrar of firms/companies may be submitted. In case of Proprietorship firm, Self-declaration or self-certificate supported by PAN in the proprietor name would suffice.** The Bidder should have a valid PAN issued by the Income Tax department. Bidder shall have valid Service Tax Registration and GST Registration.
4. The agency should have minimum two years' experience in providing services consecutively in the Government departments / Public sectors (Central or State) / Private limited company at the time of submitting the tender with annual turnover of Rs 15 lakhs or more. Attested copies of at least two work orders during each of last three years must be enclosed in the tender document. Start-ups can be given relaxation/ exemption as per the norms/ rules of Government of India wherever applicable.
5. Service Tax Return of the Company/firm for the past three years should be enclosed.
6. Experience/Certificate for completion of work for past projects should be attached.

Date:

Place:
with stamp of the firm)

(Name and Signature of Tenderer

5. SPECIAL CONDITIONS OF CONTRACT

(A) CONTRACT PERFORMANCE GUARANTEE

- (1) The successful Bidder, to whom the work is awarded, shall be required to furnish a Contract Performance Guarantee/Security Deposit (SD) by way of a Demand Draft drawn in the name of 'Indian Institute of Management Kashipur' payable at Kashipur as security for the due performance of the Contractor's obligations.
- (2) The said SD shall be Rs. 90,000/- or 10% of the contract value whichever is lower and shall be retained by institute during the entire Contract Period and for a further period of 3 months after the determination of the Contract Period. The same shall be returned to the Contractor after settlement of all dues.
- (3) In the event the contract is terminated by institute on account of the fault of the Contractor before the determination of the Contract Period, or the Contractor abandons the work and its obligations under the contract during the Contract Period, then the SD amount shall be forfeited by institute.
- (4) Any delay in submission of initial SD will entitle institute to cancel the contract.

(B) DEPLOYMENT & MOBILISATION OF MANPOWER AND MATERIAL DURING DEVELOPMENT OF INFRASTRUCTURE FOR PROVIDING NETWORKING SERVICES ON RENTAL BASIS

- (1) The Contractor shall deploy such personnel and manpower as shall be necessary and requisite for performing the obligations of the Contractor under the contract. The Contractor shall deploy manpower suitably qualified and sufficiently numbered for the due and timely execution of the works under the contract.
- (2) At the time of deploying manpower, the Contractor shall strictly comply all the applicable labour laws / Acts norms including but not restricted to the age of the workers, women workers and shall also ensure that a police verification and security check for all the workmen engaged at the institute premises is done and necessary documents regarding the same shall be submitted to the institute's authorized

representative/officer-in-charge. Any default in complying with the same or any misrepresentation regarding compliance of the same shall entitle institute to initiate appropriate civil or criminal proceedings regarding the same.

- (3) The Contractor shall not employ any person of age below 18 years and above the age of 60 years and the persons so engaged shall be sound in health capable of performing their work as per instructions and should not be suffering from any illness, infection and disease.
- (4) The Contractor shall issue necessary identity cards to its personnel and shall keep and maintain a complete record of all the personnel who are or who shall be assigned any work at the institute premises in pursuance of this contract.
- (5) The Contractor shall organise the allocation and distribution of work amongst its personnel depending upon the scope of the work and shall issue specific work orders/sheets specifying the work to be performed. The Contractor shall further, supervise the due execution of such personnel.
- (6) The Contractor shall also be required to comply with the safety requirements and provide his workmen with safety equipment where necessary.
- (7) The Contractor shall appoint a supervisor who shall co-ordinate with institute's authorised representative for daily tasks. They have to maintain daily job register and duly certified by Staff in charge. The Contractor in co-ordination with the authorised representative shall ensure the availability of adequate manpower on a daily basis. As per the instruction of authorised representative they have to allot the work and execute the same in specified time to provide services on rental basis.
- (8) During execution of the works for development of infrastructure to provide OFC services on rental basis to the institute, one or more jobs may be required to be done simultaneously and the Contractor shall mobilise additional resources accordingly.

- (9) The Contractor shall maintain a daily list of the persons employed and working location wise at the site and shall submit the same from time to time to institute in detail.
- (10) Contractor shall indemnify institute from any liabilities arising out of the employment of the manpower.
- (11) Institute shall have the rights to remove any deployed personnel from the duty whose conduct is found to be improper and whose presence and participation in the execution of the work under the contract is considered to be undesirable.
- (12) All materials supplied by the contractor and brought on the site, before its use and execution on rental basis, it is the responsibility of contractor to get it check up to conform to the technical specification (make, brand, technical features, quality etc) from institute's representative for its further use for execution and installation work.

The Contractor shall provide a factory quality control testing certificate for all supplied Optical Fibre equipment used to provide services on rent, to institute's nominated representative. Contractor shall demonstrate the compliance of the Fibre installation after all works have been completed and is ready to render services on rental basis. The Contractor shall supply all labour, materials and equipment required to fully test and commissions the installation and further usage by institute on rental basis. Institute shall be notified of testing 48 hours in advance of testing to allow for institute nominated representatives to be present at testing. Installation and/or equipment will be accepted only after satisfactory completion of commissioning tests and the services on rental basis will be undertaken only after successful completion of commissioning. If a test is unsuccessful the equipment shall be replaced and re- installed as appropriate and subject to retest until successful. The cost of any retesting if necessary shall be borne by the Contractor and the institute will be liable to pay only the agreed rent after successful commissioning and availing services on rent.

- 13) The Contractor shall obtain, maintain and utilise adequate quantity of the materials to be needed and used for the execution of the work and the Contractor shall also maintain a complete list of the materials procured for the purpose. The quantity obtained and used shall be reasonable and in consonance with the scope of work of the contract to execute the services on rental basis.

(C) FINANCIAL TERMS

(1) Payment Terms

- (a) Payment will be released in three parts as mentioned below:
- 1) No advance payment will be paid by the institute for these services on rental basis. The expenditure to develop infrastructure of the OFC and networking shall be borne by the contractor. The institute shall be liable to pay only the annual agreed rent (as per the work order) on completion of each quarter of the year during the rent tenure.
- (b) The Contractor shall raise the invoice in duplicate for the quarterly rent amount of the services on successful completion each quarter of the rent tenure.
- (c) Any invoice submitted without appropriate documents shall be deemed to be incomplete and institute shall not be liable to process and pay the amounts on the invoices so raised.
- (d) Upon receipt of the invoice complete as above, institute shall disburse the payment to the Contractor within a period of 15-20 days from the receipt of such complete invoice.
- (e) The service tax/GST amount shall be shown separately on the invoice along with the applicable registration numbers.
- (f) All the payments to be made to the Contractor by institute shall be made through NEFT/RTGS only with applicable TDS in accordance with the Govt. of India/RBI guidelines from time to time.
- (g) Administrative Service charge (Bid Value) claimed for providing optical fibre laying and execution contract shall not be raised at any cost during the contract period for any reason, force majeure etc.

(2) Permissible Deductions

The contractor shall develop necessary infra to provide said services to institute on rental basis at his own cost. The default in services would be liable to be penalized with monetary terms. An amount of Rs. 5000/- would be deducted from Contractor's quarterly invoice for each default or unavailability exceeding 3 days. Institute shall be entitled to recover the default amount from the contractor, if any by deducting the said amounts from the Contractor's monthly invoice.

(3) Other Financial Terms

- (a) The rates shall be quoted for annual rent which shall be final and firm for the entire Contract Period of three years.
- (b) The Contractor will be required to comply with the labour laws as shall be applicable from time to time with regard to payment of statutory dues and wages including minimum wages to the labourers, supervisors, etc. as shall be engaged by the Contractor.
- (c) The Contractor shall not be entitled to claim any amounts towards escalation cost, idle manpower
- (d) The Contractor shall be liable to bear and pay for any expenses or cost that may be required to be incurred on account of any accident caused to any of its personnel working during the Contract Period.
- (e) No liability is on institute in case of any accident of workers while on duty, sole responsible is of the agency.

6. GENERAL CONDITIONS OF CONTRACT

(A) COMPLIANCE OF ALL STATUTORY OBLIGATIONS

- (1) All the personnel employed by the Contractor at the institute premises for executing the contract for work shall be the employees of the Contractor only. The Contractor alone shall be responsible at his own cost and risk for the due compliance of all the applicable labour laws and other statutory obligations with regard to this contract.

- (2) The Contractor shall be required to have been registered and having the necessary licenses and permissions under the various labour law enactments like the Contract Labour (Regulation and Abolition) Act, 1970, Employee Compensation Act, 1923 and Employees Provident Fund and Miscellaneous Provisions Act, 1952 from the date of commencement of the work and he shall obtain and submit the copy of registration certificate, registration code number to institute, failing which the contract is liable to be cancelled.
- (3) The Contractor shall also obtain and keep in place necessary insurance policies, medical claim policies, group insurance schemes of adequate value to cover his workmen, supervisors, etc. with regard to any accidents, injury or the liability under the Employee Compensation Act.
- (4) The Contractor shall observe and be responsible for the compliance of all labour laws, government notifications and shall maintain necessary records for the same and shall submit the same to institute when so required.
- (5) The Contractor shall duly maintain all records/registers required to be maintained by him under various labour laws mentioned above and shall produce the same before the concerned Statutory Authorities whenever required and called upon to do so.

(B) WORK CERTIFICATION

- (1) The work done and executed by the Contractor for providing said networking services on rental basis to the institute shall be approved and certified by the authorised personnel of institute in accordance with the terms and conditions of this contract and the rules and norms of institute. The Contractor shall be required to furnish satisfactory job completion report to institute before rendering the services on rental basis.
- (2) If upon inspection, institute finds that the services on rental basis has not been executed and performed as per the terms and conditions thereof and is not as per expected levels of performance, then institute shall issue a warning to the Contractor providing a defined time limit to rectify any non-performance or inadequate performance, failing

which institute shall be entitled to levy penalty at the rate of 1% of the contract value per month.

(C) FORCE MAJEURE

The Parties hereto shall be relieved from the performance of the obligations as herein contemplated or from any penal consequences on account of non-performance which is attributable directly to force majeure conditions, which conditions are not in the power, domain or control of the Party affected. The Party seeking protection of such force majeure condition shall be required to send a notice of the existence and continuation of such conditions to the other Party and only thereupon the suspension of obligations shall follow. For this purposes hereof, force majeure conditions shall mean an event beyond the control of the Party and not foreseeable by the Party and shall include events of floods, explosions, riots, wars, hurricane, epidemics, any other Act of God, quarantine restrictions, terrorism, government actions and provided always that such acts result in the impossibility of the further performance of the contract.

(D) INTERPRETATION

In case of any dispute with regard to the interpretation of any of the provisions of this document or to the due performance in accordance with the contract terms, the decision of Director, Institute will be final and binding.

(E) ASSIGNMENT AND SUB-LETTING/SUB-CONTRACTING PROHIBITED

The Contractor shall not directly or indirectly assign or sub-let any part of the contract to any other party or agency.

(F) TERMINATION

A. Institute may terminate the contract if any of the following events occur:-

- i. Contractor is adjudged as insolvent.
- ii. Contractor has abandoned the contract i.e. the Contractor fails to perform the obligations of providing services on rental basis under the contract for a period of continuous One month.

- iii. Contractor fails to proceed with the work with due diligence as per requirements of the contract.
- iv. Any of the licenses, permissions or registrations of the Contractor as required under the applicable laws are discontinued/ cancelled or not renewed in time.
- v. Contractor has neglected or failed persistently to observe or perform his obligations under the contract or performs services on rental basis unsatisfactorily
- vi. The Contractor is found to have acted in breach or violation of any of the safety norms persistently, applicable labour and other laws in relation to the contract and his obligations therein.
- vii. The Contractor commits a breach of the contractual terms and conditions.
- viii. In the opinion of institute, it is desirable to discontinue with the performance of the contract with the Contractor.

B. Institute shall give the Contractor a three days' notice period to rectify the breach, failing which the contract shall stand terminated on the last date of the notice period without requiring any further notice from institute in that behalf.

C. Upon such termination, the outstanding dues of the Contractor shall be settled subject to the amounts recoverable by institute under the contract from the Contractor.

D. The SD amount shall be forfeited if the contract is terminated by institute on account of the above.

(G)INDEMNITY

The Contractor shall indemnify and keep harmless institute from and against all actions, proceedings, claims, demands, losses, costs, damages and expenses whatsoever which may be brought against or suffered by institute which it may sustain, pay or incur as a result of or in connection with the performance/ purported performance/ non-performance of the contract by the Contractor, including but not limited to, any liability or action occurring on account of any litigation, court or government orders.

(H) AMENDMENT

No amendment or modification or waiver of any provision of these presents, nor consent to any departure from the performance of any obligations contained herein, by any of the Parties hereto, shall in any event be valid and effective unless the same is in writing and signed by the Parties or their duly authorized representative especially empowered in this behalf and the same shall be effective only in respect of the specific instance and for the specific purpose for which it is given.

(I) SETTLEMENT OF DISPUTES

- (1) Any disputes or difference between parties arising out of the contract to the extent possible shall be settled amicably between the parties.
- (2) If amicable settlement cannot be reached all the disputed issues shall be resolved by Director Institute and his decision shall be final.

(J) GOVERNING LAW & JURISDICTION

This contract shall be governed by the Laws of India and the Courts at Kashipur shall have exclusive jurisdiction to try and disputes arising hereunder.

7. SCOPE OF WORK

The description of scope of work/job/work to be done is as mentioned below. Please note that the quantity for cables and excavation or overlaying work are approximate. Interested agencies are advised to measure and work out the exact quantity or method of laying OFC, by visiting and inspecting site in person. The parties shall visit our office during office hours between 11.00hrs to 16.30hrs on all working days except Saturday/Sunday and holidays and shall take note of the actual work to be carried out. The contractor shall be liable to develop necessary OFC cabling infrastructure and accessories at his own cost and is to provide networking services arising out of it to the institute on rental basis only. The description of items/services required to develop OFC and accessories infrastructure essential for networking services on rental basis is placed as Annexure-I to this tender document.

**DESCRIPTION OF ITEMS REQUIRED TO DEVELOP OFC AND ACCESSORIES
INFRASTRUCTURE ESSENTIAL FOR NETWORKING SERVICES ON RENTAL BASIS**

S.No	Description	Items	Approximate Length in Mtr.
1	Laying of Armored Outdoor Optical 2 Fiber Cable, 2 Media Converter/LIU, 2 Closure and 2 Patch Cord with 4/5-way extension board extension cord with surge & spike protection	Dining Hall to A-3	800 Mtr.
2	Laying of Armored Outdoor Optical 2 Fiber Cable, 2 Media Converter/LIU, 2 Closure and 2 Patch Cord with 4/5-way extension board extension cord with surge & spike protection	Dining Hall to B-1	700 Mtr.
3	Laying of Armored Outdoor Optical 2 Fiber Cable, 2 Media Converter/LIU, 2 Closure and 2 Patch Cord with 4/5-way extension board extension cord with surge & spike protection	Dining Hall to B-2	650 Mtr.
4	Laying of Armored Outdoor Optical 2 Fiber Cable, 2 Media Converter/LIU, 2 Closure and 2 Patch Cord with 4/5-way extension board extension cord with surge & spike protection	Dining Hall to B-3	600 Mtr.
5	Laying of Armored Outdoor Optical 2 Fiber Cable, 2 Media Converter/LIU, 2 Closure and 2 Patch Cord with 4/5-way extension board extension cord with surge & spike protection	Dining Hall to C-1	750 Mtr.
6	Laying of Armored Outdoor Optical 2 Fiber Cable, 2 Media Converter/LIU, 2 Closure and 2 Patch Cord with 4/5-way extension board extension cord with surge & spike protection	Dining Hall to C-2	800 Mtr.
7	Laying of Armored Outdoor Optical 2 Fiber Cable, 2 Media Converter/LIU, 2 Closure and 2 Patch Cord with 4/5-way extension board extension cord with surge & spike protection	Dining Hall to C-3	750 Mtr.
8	Laying of Armored Outdoor Optical 2 Fiber Cable, 2 Media Converter/LIU, 2 Closure and 2 Patch Cord with 4/5-way extension board extension cord with surge & spike protection	Dining Hall to C-4	800 Mtr.
9	Laying of Armored Outdoor Optical 2 Fiber Cable, 2 Media Converter/LIU, 2 Closure and 2 Patch Cord with 4/5-way extension board extension cord with surge & spike protection	D-1 Class Room to A-2 CR	150Mtr.
10	Laying of Armored Outdoor Optical 2 Fiber Cable, 2 Media Converter/LIU, 2 Closure and 2 Patch Cord with 4/5-way extension board extension cord with surge & spike protection	D-1 Class Room to B-1 CR	130Mtr.
11	Laying of Armored Outdoor Optical 2 Fiber Cable, 2 Media Converter/LIU, 2 Closure and 2 Patch Cord with 4/5-way extension board extension cord with surge & spike protection	D-1 Class Room to C-1 CR	120Mtr.
12	Laying of Armored Outdoor Optical 2 Fiber Cable, 2 Media Converter/LIU, 2 Closure and 2 Patch Cord with 4/5-way extension board extension cord with surge & spike protection	D-1 Class Room to Faculty Office	200Mtr.
13	Laying of Armored Outdoor Optical 2 Fiber Cable, 2 Media Converter/LIU, 2 Closure and 2 Patch Cord with 4/5-way extension board extension cord with surge & spike protection	D-1 Class Room to Admin Block	300Mtr.
14	Laying of Armored Outdoor Optical 2 Fiber Cable, 2 Media Converter/LIU, 2 Closure and 2 Patch Cord with 4/5-way extension board extension cord with surge & spike protection	Dining Hall to D1	500 m

15	Laying of Armored Outdoor Optical 2 Fiber Cable, 2 Media Converter/LIU, 2 Closure and 2 Patch Cord with 4/5-way extension board extension cord with surge & spike protection	Dining Hall to D2	500 m
16	Laying of Armored Outdoor Optical 2 Fiber Cable, 2 Media Converter/LIU, 2 Closure and 2 Patch Cord with 4/5-way extension board extension cord with surge & spike protection	Dining Hall to D3	550 m
17	Laying of Armored Outdoor Optical 2 Fiber Cable, 2 Media Converter/LIU, 2 Closure and 2 Patch Cord with 4/5-way extension board extension cord with surge & spike protection	Dining Hall to D4	550 m
18	Laying of Armored Outdoor Optical 2 Fiber Cable, 2 Media Converter/LIU, 2 Closure and 2 Patch Cord with 4/5-way extension board extension cord with surge & spike protection	Dining Hall to F1	700 m
19	Laying of Armored Outdoor Optical 2 Fiber Cable, 2 Media Converter/LIU, 2 Closure and 2 Patch Cord with 4/5-way extension board extension cord with surge & spike protection	Dining Hall to F2	700 m
20	Laying of Armored Outdoor Optical 2 Fiber Cable, 2 Media Converter/LIU, 2 Closure and 2 Patch Cord with 4/5-way extension board extension cord with surge & spike protection	Dining Hall to F3	750 m
21	Laying of Armored Outdoor Optical 2 Fiber Cable, 2 Media Converter/LIU, 2 Closure and 2 Patch Cord with 4/5-way extension board extension cord with surge & spike protection	Dining Hall to F4	750 m
22	Laying of Armored Outdoor Optical 2 Fiber Cable, 2 Media Converter/LIU, 2 Closure and 2 Patch Cord with 4/5-way extension board extension cord with surge & spike protection	A-3 Hostel to GRES 1	250 m
23	Laying of Armored Outdoor Optical 2 Fiber Cable, 2 Media Converter/LIU, 2 Closure and 2 Patch Cord with 4/5-way extension board extension cord with surge & spike protection	A-3 Hostel to GRES 2	250 m
24	Laying of Armored Outdoor Optical 2 Fiber Cable, 2 Media Converter/LIU, 2 Closure and 2 Patch Cord with 4/5-way extension board extension cord with surge & spike protection	A-3 Hostel to GRES 3	250 m
25	Laying of Armored Outdoor Optical 2 Fiber Cable, 2 Media Converter/LIU, 2 Closure and 2 Patch Cord with 4/5-way extension board extension cord with surge & spike protection	A-3 Hostel to GRES 4	250 m
26	Laying of Armored Outdoor Optical 2 Fiber Cable, 2 Media Converter/LIU, 2 Closure and 2 Patch Cord with 4/5-way extension board extension cord with surge & spike protection	Dining Hall to FRES-A1	2000-2500 Mtr.
27	Laying of Armored Outdoor Optical 2 Fiber Cable, 2 Media Converter/LIU, 2 Closure and 2 Patch Cord with 4/5-way extension board extension cord with surge & spike protection	FRES A1 to FRES A-2	200 mtr
28	Laying of Armored Outdoor Optical 2 Fiber Cable, 2 Media Converter/LIU, 2 Closure and 2 Patch Cord with 4/5-way extension board extension cord with surge & spike protection	FRES A1 to FRES A-3	200 mtr
29	Laying of Armored Outdoor Optical 2 Fiber Cable, 2 Media Converter/LIU, 2 Closure and 2 Patch Cord with 4/5-way extension board extension cord with surge & spike protection	FRES A1 to FRES A-4	200 mtr
30	Laying of Armored Outdoor Optical 2 Fiber Cable, 2 Media Converter/LIU, 2 Closure and 2 Patch Cord with 4/5-way extension board extension cord with surge & spike protection	FRES A1 to FRES A-5	200 mtr
31	Laying of Armored Outdoor Optical 2 Fiber Cable, 2 Media Converter/LIU, 2 Closure and 2 Patch Cord with 4/5-way extension board extension cord with surge & spike protection	FRES A1 to FRES D-1	350 mtr

32	Laying of Armored Outdoor Optical 2 Fiber Cable, 2 Media Converter/LIU, 2 Closure and 2 Patch Cord with 4/5-way extension board extension cord with surge & spike protection	FRES A1 to FRES D-2	350 mtr
33	Laying of Armored Outdoor Optical 2 Fiber Cable, 2 Media Converter/LIU, 2 Closure and 2 Patch Cord with 4/5-way extension board extension cord with surge & spike protection	FRES A1 to FRES D-3	350 mtr
34	Laying of Armored Outdoor Optical 2 Fiber Cable, 2 Media Converter/LIU, 2 Closure and 2 Patch Cord with 4/5-way extension board extension cord with surge & spike protection	FRES A1 to FRES D-4	350 mtr
35	Laying of Armored Outdoor Optical 2 Fiber Cable, 2 Media Converter/LIU, 2 Closure and 2 Patch Cord with 4/5-way extension board extension cord with surge & spike protection	FRES A1 to FRES D-5	350 mtr
36	Laying of Armored Outdoor Optical 2 Fiber Cable, 2 Media Converter/LIU, 2 Closure and 2 Patch Cord with 4/5-way extension board extension cord with surge & spike protection	D-1 Class Room to Main Gate	1100 mtr
37	Laying of Armored Outdoor Optical 2 Fiber Cable, 2 Media Converter/LIU, 2 Closure and 2 Patch Cord with 4/5-way extension board extension cord with surge & spike protection	Main Gate to MRS	1100 mtr
38	Laying of Armored Outdoor Optical 2 Fiber Cable, 2 Media Converter/LIU, 2 Closure and 2 Patch Cord with 4/5-way extension board extension cord with surge & spike protection	Dining Hall to CSS-07	250 mtr
39	Laying of Armored Outdoor Optical 2 Fiber Cable, 2 Media Converter/LIU, 2 Closure and 2 Patch Cord with 4/5-way extension board extension cord with surge & spike protection	Dining Hall to HVAC	400 mtr
40	Laying of Armored Outdoor Optical 2 Fiber Cable, 2 Media Converter/LIU, 2 Closure and 2 Patch Cord with 4/5-way extension board extension cord with surge & spike protection	Dining Hall to WTP	600 mtr
41	Laying of Armored Outdoor Optical 2 Fiber Cable, 2 Media Converter/LIU, 2 Closure and 2 Patch Cord with 4/5-way extension board extension cord with surge & spike protection	Dining Hall to CSS-08	800 mtr
42	Laying of Armored Outdoor Optical 2 Fiber Cable, 2 Media Converter/LIU, 2 Closure and 2 Patch Cord with 4/5-way extension board extension cord with surge & spike protection	Dining Hall to STP	1000 mtr
43	Laying of Armored Outdoor Optical 2 Fiber Cable, 2 Media Converter/LIU, 2 Closure and 2 Patch Cord with 4/5-way extension board extension cord with surge & spike protection	Dining Hall to CSS-01	600 mtr
44	Laying of Armored Outdoor Optical 2 Fiber Cable, 2 Media Converter/LIU, 2 Closure and 2 Patch Cord with 4/5-way extension board extension cord with surge & spike protection	Dining Hall to CSS-03	600 mtr
Approximate Fiber Length			24250 Mtr.

TECHNICAL BID SUBMISSION FORM

Letter of Bidder (To be printed on Bidder's letterhead)

Dated

To,
Director
Indian Institute of Management Kashipur
Kundeshwari, Distt: Udham Singh Nagar (Uttarakhand)
Kashipur - 433713

Ref: Invitation for Bid in respect of Tender Notice dated.....

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents.
2. We offer to execute in conformity with the Bidding Documents for "**OFC CABLING AND ACCESSORIES SERVICES ON RENTAL BASIS BY** Optical Fibre cable laying and execution of internal and external networking i.e. **the OFC cabling and accessories between SRES, Dining, FRES and Academic Vihara at IIM Kashipur, on rental basis for a period of three years.**
3. Our bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and maybe accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security of Rs 90,000/- of the annual contract value in accordance with the Bidding Documents.
5. We also declare that Government of India or any other Government body/State Governments/PSU has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that institute is not bound to accept highest ranked bid / lowest bid or any other bid that institute may receive.

Yours sincerely,

Authorised Signatory

(Authorised person shall attach a copy of Authorization for signing on behalf of Bidding company)

Full Name and Designation

Date :

Place:

Stamp:

CONTACT DETAILS FORM

General Details of Bidder

1. **Name of the Company**
2. **Name and Designation of Authorised Signatory**
3. **Communication Address**
4. **Phone No./ Mobile No.**
5. **Fax**
6. **E-Mail ID.**
7. **S.T. REGN. NO.**
8. **PAN NO.**

Particular Details of the Bidders Representative'

1. **Name of the Contact Person**
2. **Designation**
3. **Phone No.**
4. **Mobile No.**
5. **E-Mail ID.**

UNDERTAKING

1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.
2. The rates quoted by me are annual rent for the services and valid/binding upon me for the entire period of contract and period of extension, if any and it is certified that the rates quoted are the lowest rates as quoted in any other institution of India.
3. I/We give the rights to the institute to forfeit the Earnest Money/Performance Security Deposit by me/us in case of breach of conditions of Contract.
4. I hereby undertake to provide the services as per the provisions in the tender document/contract agreement.

Place: **Signature of the Authorised Signatory Date:**
(Office seal of the Bidder) Designation:

TECHNICAL BID DOCUMENT

Mandatory details to be provided with seal & signature else tender will be rejected summarily.

Sl. No.	Particulars	Docs required
1	Name of the Tenderer/Firm, Office Address, Telephone No., Fax No., Mobile No., E-mail (Please attach registration certificate of Firm)	Copies shall be enclosed
2	Experience certificate from existing employer/past employer Experience certificate should be enclosed for Three years. Copies of two work orders during last three years, if available	Copies shall be enclosed
3	Certified Tax Return for the Past three years	Copies shall be enclosed
4	Service Tax Return for the past three years	Copies shall be enclosed
5	Separate DD for Tender Fee Rs 1000/- and EMD Rs. 36,000/- drawn in favour of "Indian Institute of Management Kashipur" payable at Kashipur.	Demand Draft in original with Technical Bid
6	All the bid documents to be duly signed with seal. However, the Financial Bid will be opened later on.	All signed documents

Date:

Place:
with stamp of the firm)

(Name and Signature of Tenderer

FINANCIAL BID DOCUMENT

DESCRIPTION OF ITEMS REQUIRED & RATE QUOTED

Sr.	Particulars	Annual Rent amount	Taxes (in %) (wherever applicable)	Total annual Rent (Incl. Tax)
1	Annual Rent for providing networking services on rental basis by laying Optical Fibre cable and execution of internal and external networking at the cost of contractor [Includes the OFC cabling and accessories between SRES, Dining, FRES and Academic Vihara at IIM Kashipur]. Rates of the agreed rent shall be valid for initial 3 years.			
TOTAL COST in words (Including Taxes)

Date:

Place:

(Name and Signature of Tenderer with stamp of the firm)

CHECK LIST

Bidder's detail: _____

Sl. No.	Description of requirement	Enclosed	Enclosure No.
1.	Demand Draft of Rs 1000/- as tender fees enclosed in separate envelope along with Technical Bid	Yes/No	
2.	Demand Draft of Rs 36,000/- as EMD enclosed in separate envelope along with Technical Bid	Yes/No	
3.	Whether the firm is registered with proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted engaged in printing services	Yes/No	
4.	Declaration by the bidder that he /she has not been blacklisted by the Depts/Ministries of the Govt. of India/State Govt./PSUs	Yes/No	
5.	Copies of certified Tax Return for last 3 years	Yes/No	
6.	Copy of Registration Certificate/ Allotment Letter of PAN / TAN from Income Tax Dept.	Yes/No	
7.	Copy of Allotment Letter of Service Tax / GST and VAT, document relating to TIN.	Yes/No	
8.	Agency profile indicating Experience in years/ Number of similar projects executed/ Working with/for various departments of Government of India/ State Government along with supporting documents.	Yes/No	
9.	Copies of awards / recognitions/ certificates	Yes/No	
10.	Financial Bid /quotation completed and sealed in a separate envelope super scribed with 'FINANCIAL BID'	Yes/No	

Declaration of the Agency:-

This is to certify that I/We before signing this submission have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

(Signature of Agency with seal)

Place:

Date:

Name: