



भारतीय विदेश व्यापार संस्थान
(मानित विश्वविद्यालय)
INDIAN INSTITUTE OF FOREIGN TRADE
(DEEMED TO BE UNIVERSITY)

(AN AUTONOMOUS INSTITUTE OF MINISTRY OF COMMERCE & INDUSTRY)



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CORRIGENDUM TO TENDER

Tender Ref No.: GA-12027/3/2024-GA-I, dated: 09/10/2024

**TENDER FOR PROCUREMENT AND COMMISSIONING OF SECOND INTERNET
LEASE LINE (ILL) SERVICES OF 500 MBPS THROUGH FIBER
CABLE AT IIFT, NEW DELHI**

Tender Ref No.: GA-12027/3/2024-GA-I, Corrigendum-4

Date: 25/11/2024

QUERIES FROM BIDDERS ON ABOVE TENDER AND IT'S CLARIFICATIONS

Further to Tender Ref No.: GA-12027/3/2024-GA-I, dated: 09/10/2024 with CPP Tender ID No. 2024_IIFT_774576_1 published by Indian Institute of Foreign Trade, New Delhi. Since the Institute has received queries, the Corrigendum is hereby issued as follows:

Sl. No.	Page No.	Clause No.	Subject /Clause as per RFP	PRE- BID QUERY	Clarifications from IIFT
1	6	14	The Bidder has to indemnify IIFT against loss of input tax credit on account of Black-listing of firm during tenure of contract.	There is no blacklisting provision in GST.	No change, as per tender document
2	6	18	18 Minimum Contract Period is one year, which may be extended on mutually agreed terms and conditions. However, if the services are found not to be satisfactory, the contract may be discontinued by giving 30 days notice period by IIFT, New Delhi.	"non satisfactory services" is a subjective term and cannot be agreed. Services shall be performed in accordance with SLA agreed. In the event Bidder fails to meet the committed SLA parameters for 3 consecutive SLA measurement period, the contract /particular link may be terminated by the Customer. Request modification.	No change, as per tender document
3	11	2 (b)	(b) The proceeds of the performance guarantee shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.	We request that invocation of PBG should be restricted to incidents which caused loss to the customer which is not rectified by the Bidder within a reasonable time or cure period mutually agreed.	No change, as per tender document

4	11	5	<p>5.0 DEDUCTIONS: In case the vendor fails to execute / perform the assigned works or part thereof, IIFT shall be authorized to make suitable deductions as deemed fit by IIFT from the bills of the vendor and damages will be charged to the extent of loss.</p>	<p>Services shall be performed in accordance with SLA agreed. In the event Vendor fails to meet the SLA criteria, Customer shall be entitled to service credits. No additional deductions are agreed to. Kindly modify</p>	<p>No change, as per tender document</p>
5	11	6	<p>6.0 PRICES: Prices charged by the bidder for services performed under this contract shall not be higher than the prices quoted by the bidder in its Bid.</p>	<p>We offer Connectivity services as per the specification and scope mentioned in the RFPs and the price quoted for such services depends on various parameters viz, (i) specification, bandwidth , (ii) scope of services, (iii) location where the services are required to be provided (iv) quantity / number of links (v) payment terms (v) terms and conditions of contract (vi) service levels agreed (vii)last mile if any, to be taken from any third party service providers. Hence the price quoted may vary depending on the above parameters which are relevant to the provision of services and as such our compliance of this clause will be subject to the parameters specified herein above. kindly confirm</p>	<p>No change, as per tender document</p>
6	12	9	<p>9.0 PURCHASER'S RIGHT TO VARY QUANTITIES: Purchaser reserves the right to increase or decrease up to 50% of the quantity of services specified in the tender document without any change in the unit price (on pro-rata basis) or other terms and conditions.</p>	<p>Any change post award of the contract shall be mutually agreed between both the parties and shall be subject to the technical and commercial feasibility of the Bidder. Kindly modify</p>	<p>No change, as per tender document</p>
7	13	10	<p>(b) Should the vendor fail to start services on specified date, IIFT shall be entitled to recover liquidated damages of 5% per month (maximum upto 10%) of the contract value (to be computed on per day basis) for the delayed period</p>	<p>Bidder shall not be liable for LD, if the delay arises due to reasons attributable to the customer, or due to reasons outside the reasonable control of the Bidder. Kindly modify</p>	<p>No change, as per tender document</p>

8	13	11	<p>11.0 ACTION BY PURCHASER AGAINST BIDDER(S) / VENDOR(S) IN CASE OF DEFAULT: In case of default by Bidder(s)/ Vendor(s) such as:- (a) Failure to deliver and / or commission any or all of the services within the time period(s) specified in the contract, or any extension thereof granted by the purchaser. (b) Failure to perform any other obligation(s) under the Contract; and (c) If the vendor persistently neglect to carry out his obligation under the contract and / or commits default in complying with any of the term and the condition of contract and does not remedy it or take effective steps to remedy it within the time specified after a notice in writing is given to him in that behalf by purchaser. (d) In case vendor fails to fulfill the desired parameters of technical requirement under SECTION-3 (SCOPE OF WORK AND TECHNICAL BID) of this tender document. (e) When the vendor has made himself liable for any of the cases aforesaid, the IIFT shall have the powers to terminate the contract (by giving 15 days notice period) as aforesaid and forfeit the performance guarantee.</p>	<p>In the event of any default, Request customer to provide Bidder with a cure period of 90 days for rectification of the default. If the Bidder fails to rectify the same within the cure period, the contract may be terminated. Kindly modify</p>	<p>No change, as per tender document</p>
9	13	12	<p>12.0 FORCE MAJEURE Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.</p>	<p>Force majeure should not be considered as a event of termination. Kindly delete</p>	<p>No change, as per tender document</p>
10	13	12 (b)	<p>(b) Provided, also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the bidder at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of</p>	<p>clause not applicable for connectivity services. There shall be no takeover of material. Kindly delete.</p>	<p>No change, as per tender document</p>

			the Supplier at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the bidder may with the concurrence of the purchaser elect to retain.		
11	29	Section-7 (Part-B)	That if the said vendor/contractor shall execute / perform the works contracted to be performed by them and observe, perform and fulfill the contract entered in, to the satisfaction of the said INDIAN INSTITUTE OF FOREIGN TRADE and also if the said vendor/contractor or their representative shall pay or cause to be paid to the said INDIAN INSTITUTE OF FOREIGN TRADE for the time being all losses, damages, costs and expenses which he or they have sustained / incurred or be put in consequence of the default or failure by the said vendor/contractor for the due performance of the contract or in the execution and completion of the said work or any part thereof , then the above mentioned bank guarantee shall be returned to the said vendor/contractor	1) the term "Satisfaction" is subjective. Services will be performed in accordance with SLA and specifications agreed. 2)The payment liability clause is all inclusive and as such not applicable for connectivity services. The Bidder can agree to pay for all Direct loss or damages only, arising out of the following events: i) death por injury caused by the Bidder, ii) damage to the premises or property of the customer caused by the Bidder during installation, commissioning, operation or maintenance services, iii) breach of applicable laws. Request modification	No change, as per tender document
12	29	Section-7 (Part-B)	Provided that, it is hereby further declared with true intent and meaning of the parties hereto that if default shall be made by the said vendor/contractor in the performance of the said contract to the satisfaction of the INDIAN INSTITUTE OF FOREIGN TRADE or in making good any losses damages or expenses hereinbefore mentioned or any part thereof, then it shall be lawful for the INDIAN INSTITUTE OF FOREIGN TRADE to claim Rs...../- (Rupees..... only) towards the liquidation of the liability of the said vendor/contractor in respect of such default as aforesaid.	Not applicable. Request deletion. 1) the term "Satisfaction" is subjective. Services will be performed in accordance with SLA and specifications agreed. If Bidder fails to meet the SLA agreed, customer shall be entitled to receive Service Credits in the form of service extensions. Request deletion.	No change, as per tender document

			And it is hereby declared and agreed that the retention of the cash deposit shall be as and by way to liquidate damages without reference to the relative importance of the particular breach which shall have given occasion for such retention or whether the said INDIAN INSTITUTE OF FOREIGN TRADE may have sustained any ascertainable pecuniary damage thereby or not.			
13	30	Section-7 (Part-B)	And it is further declared and agreed to between the said parties to these presents that until the completion of the said scheduled works contracted to be executed and performed by the said contractor to the satisfaction (to be certified as aforesaid) of the INDIAN INSTITUTE OF FOREIGN TRADE for the time being & until the final adjustment of the accounts between the said contractor & the INDIAN INSTITUTE OF FOREIGN TRADE and payment of the final balance (if any) in connection with said contract, the bank guarantee shall remain in the hands and custody of the INDIAN INSTITUTE OF FOREIGN TRADE for the time being or in any Treasury in which they may be lodged by the INDIAN INSTITUTE OF FOREIGN TRADE. In witness where of the said contractor and the said INDIAN INSTITUTE OF FOREIGN TRADE acting in the premises as aforesaid have set their respective hands and seals the day and year first above written.	"Satisfaction" is a subjective term, and payment cannot be related to the same. Services shall be performed in accordance with SLA agreed. Payment shall be made in accordance with payment schedule agreed.		No change, as per tender document
14	n.a.	n.a.	The terms & condition of NIT No. IIFT (K)/ILL/2024-25/056/02 दिनांक / The terms & condition of NIT No. IIFT (K)/ILL/2024-25/056/02 दिनांक / DATED: 23.09.2024, Forms the integral part of this agreement	Please provide the document for our review.		Tender Document does not contain the matter

15			Additional Term	Customer shall execute Commercial Form , Customer Application Form and such other regulatory documents as may be required for subscription of the connectivity services in India	Necessary documents will be provided which are required for subscribing to the services in compliance with regulatory requirements.
16			Additional Term	i) The aggregate liability of the Bidder arising under or in connection to this Tender/Contract shall not exceed the total annual service charge received by the Bidder. ii) Neither party shall be liable of any indirect, consequential loss or damages.	As per tender document
18	4	4.2		With reference to above subject tender, EMD is allowed inform of NEFT / RTGS / Bank Guarantee. Request you to kindly provide the format of Bank Guarantee or allow us to use Bank's general format.	As per tender document
19	General	General	Power, Rack & UPS	We understand that Rack, Space & UPS power supply for the devices required to terminate the link will be provided by IIFT.Please confirm	Yes ✓
20	General	General	IP	RJIL will provide /30=4 WAN IPv4s along with the link.Please confirm	Not required
21	General	General	DDoS	Please confirm whether DDoS is required or not.	Required
22	General	General	Router	Please confirm Router is required from Bidders.	Not required
23	General	General	P2P-LMC Circuit on Duality	The LMC(Last Mile connectivity) is required on Ring or not.please confirm.	Ring

All the other terms & conditions remain the same.

This has the approval of the Competent Authority.

Meenakshi
(Meenakshi Saxena)
Assistant Registrar (Gen. Admin)

Hajab
25/11/2024