



भारतीय विदेश व्यापार संस्थान
मानित विश्वविद्यालय
INDIAN INSTITUTE OF FOREIGN TRADE
(DEEMED TO BE UNIVERSITY)
(AN AUTONOMOUS INSTITUTION OF MINISTRY OF COMMERCE & INDUSTRY)



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CORRIGENDUM TO TENDER

Ref. No.: CWS/2-50Mbps/ILL/CRIT/2021-22 Dated: 05-01-2022

Procurement and Commissioning of Internet Lease Line (ILL) Services through Optical Fiber Lease Line for CRIT Office, NAFED House

Ref. No.: CWS/2-50Mbps/ILL/CRIT/2021-22/Corrigendum-2 Date: 03-02-2022

QUERIES FROM BIDDERS ON ABOVE TENDER AND IT'S CLARIFICATIONS

Further to Tender Ref. No. CWS/2-50Mbps/ILL/CRIT/2021-22, dated: 05-01-2022, with CPP Portal ID No.: 2022_IIFT_640963_1 published by Indian Institute of Foreign Trade, New Delhi. Since the Institute has been receiving queries, the corrigendum is hereby issued as follows:

Clause No.	Clause Description	Queries	Remarks
5	1. Last date for submission of bid documents: 24-01-2022 till 02:00 pm 2. Date of opening of technical bids: 24-01-2022 till 02:30 pm	Request 2 weeks extension in last date of submission, suggested dates are: "1. Last date for submission of bid documents: <u>07-02-2022</u> till 02:00 pm 2. Date of opening of technical bids: <u>07-02-2022</u> till 02:30 pm"	The last of bid submission has been extended from 24-01-2022 to 07-02-2022 till 02:00pm. Corrigendum for the same has been uploaded on CPP Portal and Institute's Website.

Clause No.	Clause Description	Queries	
Annexure-8	We hereby confirm and declare that we, M/s -----, is not black listed/ De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services during the last 5 years.	We hereby confirm and declare that we, M/s -----, is not black listed/ De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services during the last 5 years.	Modification Accepted
2	The bidder shall provide at least three customer references to whom similar services are being provided during last one year with their contact details.	Kindly make it as three years, Suggested Clause is: "The bidder shall provide at least three customer references to whom similar services are being provided during last Three years with their contact details."	Not Accepted, As per IIFT Policy
5	The Institute at its discretion may award the contract for providing ILL services of 50 Mbps (1:1) to two different ISPs through Fibre Cable. The Institute decision in this regard would be binding on all bidders.	Kindly allow UBR also as last mile; suggested clause is: "The Institute at its discretion may award the contract for providing ILL services of 50 Mbps (1:1) to two different ISPs through Fibre Cable or UBR . The Institute decision in this regard would be binding on all bidders."	No. It should strictly be through Fibre Cable
6	Successful bidder(s) shall be required to install and operationalise the link within 15 days of award of contract, failing which the bank guarantee will be forfeited. The Institute may also take action as it deems fit against such firm(s).	Delivery within 15 days is not possible, kindly make it realistic; suggested clause is: "Successful bidder(s) shall be required to install and operationalise the link within 45 days of award of contract , failing which the bank guarantee will be forfeited. The Institute may also take action as it deems fit against such firm(s)."	Not Accepted, As per IIFT Policy

Clause No.	Clause Description	Queries	Remarks
13(b)	Should the contractor fail to start services on specified date, IIFT shall be entitled to recover liquidated damages to the extent of the difference in charges incurred by IIFT in making alternative arrangements along with penalty of 2% per week to a maximum of 5% of the order value will be levied for delay in the execution of the contract.	This is very harsh Clause, kindly change it to below: "Should the contractor fail to start services on specified date, IIFT shall be entitled to recover liquidated damages to the extent of the difference in charges incurred by IIFT in making alternative arrangements along with penalty of 0.5% per week to a maximum of 5% of the order value will be levied for delay in the execution of the contract."	Modification Accepted
24	Near Relationship Certificate	Kindly accept certificate of Near Relationship from Authorised signatory or Company Secretary (CS). Also, its not possible to determine such factor in such a large organization.	Modification for certificate of Near Relationship from Authorised signatory is accepted
6	Successful bidder(s) shall be required to install and operationalise the link within 15 days of award of contract, failing which the bank guarantee will be forfeited. The Institute may also take action as it deems fit against such firm(s).	Fiber deployment is time consuming process and many a times delayed on account of delay in ROW permissions, construction held up in monsoon season etc. Request to extend the delivery timeline to within 8 weeks from PO issue date.	Not Accepted, As per IIFT Policy
13.7	Maximum International Latency 500ms	Please specify International Location i.e. London, New York, Los Angeles, Singapore etc.	Los Angeles
11	Any devices required other than Router/ UTM shall have to be provided by the ISP for which no additional charges shall be paid by IIFT.	Please confirm if CPE router is to be provided and managed by bidder or router will be arranged, configured and managed by IIFT.	No, It will be managed by ISP
11	Any devices required other than Router/ UTM shall have to be provided by the ISP for which no additional charges shall be paid by IIFT.	IIFT will provide Rack space, earthing and 24x7 UPS Power. Kindly confirm.	Yes, Rack space, earthing and 24x7 UPS Power will be provided by IIFT

Clause No.	Clause Description	Queries	Remarks
12	The ISP shall be required to provide services for Multi homing, DNS, reverse DNS, route updates as required by the Institute. The ISP should not be blocking any port or traffic on its firewall except for the guidelines issued by Government of India.	Please brief on Multihoming requirement. Are two links to be connected on the CPE router for multihoming ? Will this be IIFT router or bidder provided router on which expectation is of multihoming (one biddel link and another other ISP link) ?	The links need to be terminated in the UTM placed at CRIT, NAFED building
	Additional Points	Kindly Confirm, Earthing on rack should be provided by IIFT ?	Yes. Earthing on rack should be provided by IIFT
9	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, contract may be terminated by giving 60 days notice by IIFT, New Delhi.	In the event of unsatisfactory services, Request customer to provide 60 days cure period for rectification of the issue. If the Bidder fails to rectify the same within the cure period, the contract may be terminated.	Not Accepted, As per IIFT Policy
14	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 contractor 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) When the contractor has made himself liable for any of the cases aforesaid, IIFT shall have the powers to terminate the contract as aforesaid and forfeit performance	In the event of unsatisfactory services, failure, default, breach request customer to provide 60 days cure period for rectification of the issue. If the Bidder fails to rectify the same within the cure period, the contract may be terminated.	Not Accepted, As per IIFT Policy


Clause No.	Clause Description	Queries	Remarks
15	<p>Force Majeure: (a) If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non- performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. 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 an event for termination. Kindly confirm.</p>	<p>Not Accepted, As per IIFT Policy</p>
15(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 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.</p>	<p>Not applicable for connectivity services. Request deletion. Possession of telecom equipment requires specific licenses.</p>	<p>Not Accepted, As per IIFT Policy</p>

Clause No.	Clause Description	Queries	Remarks
20	<p>Product Warranties. Supplier warrants to Buyer that during the Goods Warranty Period all Goods provided hereunder shall be: (i) of merchantable quality; (ii) fit for the purposes intended; (iii) free from defects in design, material and workmanship; (iv) in strict compliance with the Specifications; (v) free from any liens or encumbrances on title whatsoever; (vi) in conformance with any samples provided to Buyer; and; (vii) compliant with all applicable federal, provincial, and municipal laws, regulations, standards, and codes (viii) Warranty will be valid for 05 years from the date of purchase. It may, however, be kept in mind that the equipment or machinery is maintained free of charge by the supplier during its warranty period or such other extended periods as the contract terms may provide and the paid maintenance should commence only thereafter.</p>	<p>Not applicable, as the contract is for provision of for connectivity services, and not for goods or equipment.</p> <p>Bidder shall be responsible for the operation and maintenance of services as per the SLA agreed between the parties.</p>	<p>Not Accepted, As per IIFT Policy</p>
21	<p>Manufacturer Warranties. Supplier shall assign to Buyer all manufacturer's warranties for Goods not manufactured by or for Supplier, and shall take all necessary steps as required by such third party manufacturers to effect assignment of such warranties to Buyer.</p>	<p>This is not applicable, kindly remove</p>	<p>Not Accepted, As per IIFT Policy</p>
22	<p>Warranty Remedies. Supplier will, at Buyer's option and Supplier's expense, refund the purchase price for, or correct or replace the affected Goods, or re-perform the affected Services, within 10 day(s) after notice by Buyer to Supplier of warranty breach. All associated costs, including costs of re-performance, costs to inspect the Goods and/or Services, transport the Goods from Buyer to Supplier, and return shipment to Buyer, and costs resulting from supply chain interruptions, will be borne by Supplier. If Supplier fails to repair or replace the Product within the time periods required above, Buyer may repair or replace the Goods at Supplier's expense.</p>	<p>Clause not applicable. Bidder shall be responsible for the operation and maintenance of services as per the SLA agreed between the parties. Failure to meet SLA shall entitle the customer to Service Credits. Request modification.</p>	<p>Not Accepted, As per IIFT Policy</p>

Clause No.	Clause Description	Queries	Remarks
	Additional Term proposed by the Bidder	<p>1. The Provision of services by the Bidder and use of the same by the Customer will be as per T&C of the unified license , in compliance with applicable laws.</p> <p>2. Customer shall execute documents as may be required for subscribing to the services in compliance with regulatory requirement.</p> <p>3. Neither party shall be liable for any indirect or consequential loss or damage.</p> <p>4. The aggregate liability of the Bidder shall be capped to the annual total contract value under this contract.</p>	Not Accepted, As per IIFT Policy
7	Payment shall be released at the end of every three month of services subject to the services being found satisfactory to be certified by the authorized IIFT personnel / CRIT Office, Nafed House.	<p>1. Bidder would to know the payment terms i.e the exact days by which Bidder can expect payment after the completion of three months?</p> <p>2. The standard time frame for Bidder for accepting Payments is within 18 days from the date of invoice. 3. In absence of payment as per agreed timelines by IIFT, Bidder shall have right to suspend the services along with levy of penal charges.</p>	Payment as far as possible shall be released within 3 weeks but not later than 45 days from the date of submission of invoice. Provided there is no ambiguity in the submitted invoice.
13	<p>a) The date of start of services specified in the work order should be deemed to be the essence of the contract and the services should be started on that date. Extension will not be given except in exceptional circumstances. Should, however, the service be started after the date specified in the work order, such starting of services will not deprive IIFT of its right to recover liquidated damages as per Clause (b) below.</p> <p>(b) Should the contractor fail to start services on specified date, IIFT shall be entitled to recover liquidated damages to the extent of the difference in charges incurred by IIFT in making alternative arrangements along with penalty of 2% per week to a maximum of 5% of the order value will be levied for delay in the execution of the contract.</p>	We request IIFT provide a cure period to rectify the delay in installing before levying liquidated damages. Additionally request IIFT to note that any liquidated damages or penalty mentioned in the RFP shall be settled by way of Credit Note	Not Accepted, As per IIFT Policy

Clause No.	Clause Description	Queries	Remarks
17	IIFT may at any time terminate the contract by giving written notice to the contractor without compensation to the contractor, if the contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of IIFT.	1. In case of termination of contract by IIFT without cause or for convenience, IIFT shall be required to pay exit charges (termination convenience fee) to cover for all losses to Service Provider as mutually agreed between IIFT and Service Provider for terminating the contract for reasons other than mentioned in the RFP. Request IIFT to revise the clause accordingly. 2. Under what conditions will the Contractor be able to terminate the contract from their end?	Not Accepted, As per IIFT Policy
	Additional	Any penalties or deductions for not maintaining network uptime, non performance of services, etc.?	Not Accepted, As per IIFT Policy
	Additional	If CPE services are within our scope, we request IIFT to allow Bidder for charging CPE rental from an Entity other than Bidder. Hence IIFT will receive separate invoices	Not Accepted, As per IIFT Policy
	Additional	Request IIFT to note that in case of DDOS, IIFT may get 2 separate invoices for same period from two separate entities i.e Bidder's sister concern and Bidder. Bidder therefore seeks flexibility in RFP that associated entities of Bidder may bill DDOS	Not Accepted, As per IIFT Policy
	Additional	We request IIFT to note that Bidders standard time frame for and inspection testing of equipments is 14 days from date of commissioning	No Change
	Additional	What will be the mean time to respond to queries or complaints?	Within 24 hours

Dated: 03.02.2022

Yours faithfully,

Nalmi Meshram
Assistant Registrar (Administration)
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