

INDIAN INSTITUTE OF FOREIGN TRADE
B-21, Qutab Institutional Area, New Delhi -110016.

Gen.Admin./AMC 20 Mbps P2P/2021-22

Date: 20/10/2021

Subject: -TENDER FOR PROCUREMENT AND COMMISSIONING OF 20 MBPS (1:1) POINT-TO-POINT LEASED LINK.

1. Indian Institute of Foreign Trade (IIFT) was set up in 1963 by the Government of India as an autonomous organization under Ministry of Commerce & Industry to help professionalize the country's foreign trade management and increase exports by developing human resources generating, analyzing, disseminating data and conducting research. The Institute visualizes its role as:

- A catalyst for new ideas, concepts and skills for the internationalization of the Indian economy.
- The primary provider of training and research-based consultancy in the areas of international business, for the corporate sector, Government and the student community at large.

An institution with proven capability to continuously upgrade its knowledge base with a view to meet the requirements of the Government, trade and industry through both sponsored and non-sponsored research and consultancy assignments.

Institute is in the process of **PROCUREMENT AND COMMISSIONING OF 20 MBPS (1:1) POINT-TO-POINT LEASED LINK BETWEEN IIFT, NEW DELHI AND CRIT OFFICE, NAFED HOUSE, NEW DELHI.** Competitive Bids are hereby invited from the eligible parties.

2. BIDDING PROCEDURE

The TENDER should be submitted in two envelopes system. The first sealed and stamped envelope enclosing the scope of work as Technical Bid superscribed as **“TECHNICAL BID/ EMD DECLARATION FOR THE TENDER FOR PROCUREMENT AND COMMISSIONING OF 20 MBPS (1:1) POINT TO-POINT LEASED LINK** - and the second sealed and stamped envelope enclosing the commercials in separate cover for the proposal as Financial Bid superscribed as **“FINANCIAL BIDFOR THE TENDER FOR PROCUREMENT AND COMMISSIONING OF 20 MBPS (1:1) POINT TO-POINT LEASED LINK** and both envelopes to be put in a big envelop superscribed as **“TENDER FOR PROCUREMENT AND COMMISSIONING OF 20 MBPS (1:1) POINT TO-POINT LEASED LINK.** The response to the TENDER duly completed in all respect (stamped, dated and signed in each pages) addressed to the Section officer (Gen.

Admn.), Room No.522, Indian Institute of Foreign trade, B-21, IIFT Bhawan, Qutab Institutional Area, New Delhi – 110016 to be put in the TENDER Box placed at the Main gate of IIFT Bhawan. All the TENDER to be put in the TENDER Box only and receipt of the TENDER by hand not allowed. The bid to be submitted on or before 03rd November, 2021 by 4:30.PM and bids later than this will not be accepted under any circumstance. Please ensure the date and time of the bid submission to be recorded at the security gate.

The bid should be submitted along with DD in favor of “**Indian Institute of Foreign Trade**” payable at “**New Delhi**” for Rs.100/- towards the cost of Tender Document. The tender can be downloaded from IIFT website www.iift.edu it can also be downloaded from CPP Portal <https://eprocure.gov.in/epublish/app> free of cost.

The tender documents **must be legible to read**. The **scanned pages to be in full size**. All the pages to be numbered as **n / total pages** and an index page to be provided at 1st page.

Incomplete Tender, which do not contain all the information called for, are liable to be rejected. IIFT reserves the right to cancel/scrap the Tender without assigning any reason whatsoever.

3. THE ESTIMATED COST OF THE TENDER

The Tender value is estimated to be Rs.1.36 Lakhs.

4. EARNEST MONEY DEPOSIT

As per the Ministry of Finance, Department of Expenditure an amendment to GFR Rule 170 vide Office Memorandum No. F.9/4/2020-PPD dated 12/11/2020, the bidders are requested to submit a Declaration instead of Bid Security. The declaration format at **Annexure-B**.

5. PERFORMANCE BANK GUARANTEE

The successful bidder must submit a Performance Bank Guarantee for an amount equivalent to 3% of the order value. It can be deposited in the form of Demand Draft or Bank Guarantee with validity period beyond 60 days of the completion of the contract period.

6. FORCE MAJEURE

(a) In case of any situation, incident or any other act of god which is beyond the control of the agency happened and the agency foresee a delay in accomplishing the Scope of Work, such incident to be immediately reported to the Institute with a request, with proper justification for the expected interruption and duration, for extension of the date of submission maximum for 1 week time.

(b) IIFT has the full right to decide the request under Force Majeure based on the factual situation.

7. LIQUIDATED DAMAGE

2 % per week of delay subject to a maximum of 5% of the order value will be levied for delay in execution of the contract. If the delay is go indefinitely IIFT will decide the liquidated damage caused to the Institute.

8 DETAILS OF TECHNICAL REQUIREMENT

Sr. No.	Parameters	Specifications
1.	Link	20 MBPS Point to Point link
2.	Last mile wired	Optic Fibre
3.	Latency	< 20ms
4.	Uptime SLA	99.9%
5.	Modem/Media Convertor	If required, on rental basis
6.	Last Mile fibre only	Ethernet, RJ45 Port

The link should be **provided on Optic fiber. The TECHNICAL BIDS TO BE SUBMITTED AS PER ANNEXURE–A and the COMMERCIAL BID TO BE SUBMITTED ON ANNEXURE -C**

9. Site Addresses

Primary Site

Indian Institute of Foreign Trade
B-21, Qutab Institutional Area
New Delhi- 110016

Ex - site at Delhi

5TH – 8TH Floor, CRIT Office, Nafed Building,
Ashram Chowk, Ring Road,
New Delhi- 110014

10. ARBITRATION

Any dispute or difference, whatsoever arising between the firms out of or relating to the Tender shall be referred to the Director IIFT for referral of such disputes to a sole arbitrator, to be appointed by mutual consent of the parties to the contract. The arbitrator shall give reason(s) for the award. Subject to the above, the provisions of Arbitration Act, 1996 and the Rules made there under shall be deemed to apply to the arbitration proceedings under this clause. The venue of arbitration shall be in IIFT New Delhi.

11. EFFECT AND JURISDICTION

The law applicable to this Tender shall be the laws in force in India. The courts in New Delhi, shall have exclusive jurisdiction in all matters arising under and on account of this tender.

12. SERVICE WARRANTIES

Supplier shall perform all Services: (i) exercising that degree of professionalism, skill, diligence, care, prudence, judgment, and integrity which would reasonably be expected from a skilled and experienced service provided providing services under the same or similar circumstances as the Services under this Agreement; (ii) in accordance with all Specifications and all Buyer policies, guidelines, by-laws and codes of conduct applicable to Supplier; and (iii) using only personnel with the skills, training, expertise, and qualifications necessary to carry out the Services. Buyer may object to any of the Supplier's personnel engaged in the performance of Services who, in the reasonable opinion of Buyer, are lacking in appropriate skills or qualifications, engage in misconduct, constitute a safety risk or hazard or are incompetent or negligent, and the Supplier shall promptly remove such personnel from the performance of any Services upon receipt of such notice, and shall not re-employ the removed person in connection with the Services without the prior written consent of Buyer.

13. NEAR-RELATIONSHIP CERTIFICATE:

The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units 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 excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. 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 CTIL will not pay any damage to the company or firm or the concerned person.

The Company or firm or the person will also be debarred for further participation in the tenders in the concerned unit.

The near relatives for this purpose are defined as:-

(a)Members of a Hindu undivided family.

(b)They are husband and wife.

(c)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).The format of the certificate is given in Annexure - D.

14. Restrictions on procurement from a bidder of a country which shares a land border with India [Order (Public Procurement No.1) of DOE, Public Procurement Division, No. F.No.6/ 18/2019-PPD, dt. 23.7.2020] and amendments/ clarifications issued subsequently by DOE shall be applicable to this tender.

I. Any bidder from a country which shares a land border with India will be eligible to bid against this tender only if the bidder is registered with the Competent Authority [Department for Promotion of Industry and Internal Trade (DPIIT)] as specified in Annex-I of Order (Public Procurement No.1) Dated 23.07.2020.

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this order means:-

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means;

a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;

b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements.

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

VII. Explanation-Certificate regarding restrictions on procurement from a bidder of a country which shares a land border with India (Annexure - E).

14. PREFERENCE TO MAKE IN INDIA:

- (i) The Provisions contained in Public Procurement (Preference to Make in India) Order, 2017 as amended by OM No. P-45021/2/2017-PP(BE-II) dt.16.9.2020, further as amended from time to time if any, shall be applicable for this tender.
- (ii) The margin of purchase preference applicable is 20% or as decided by the relevant Nodal Ministry for the item from time to time.
- (iii) The minimum local content for Class-I and Class-II local suppliers shall be 50% and 20% respectively or as decided by the relevant Nodal Ministry for the item.
- (iv) Procurements where the estimated value is less than Rs.5.00 lakhs shall be exempt from this order.
- (v) Verification of local content:
 - a) For procurement value upto Rs.10 crores: The Class-I local supplier/ Class-II local supplier at the time of tender, bidding or solicitation shall be obliged to indicate percentage of local content and provide self-certification (as per Annexure-IX) that the item offered meets the local content requirement for Class-I local supplier/ Class-II local supplier as the case may be. They shall also give details of the location(s) at which the local value addition is made.
 - (b) For procurement value above Rs. 10 Crores: The Class-I local supplier/ Class-II local supplier at the time of tender, bidding or solicitation shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. Tenderers shall submit Declaration as per Annexure-F in their technical bid.

Place:

Signature with stamp of the bidder:

Date:

Name, Address of the bidder: Cell/ Tel No.:

Technical Bid

Form A: Vendor's particulars as qualifying criteria for submitting offers:

1.	Name of the company			
2.	Registered office Address			
3.	Year of Incorporation			
4.	Certificate of incorporation of the company			
5.	GST Number			
6.	Valid GST Registration Certificate			
7	Proof of carrying out such work to other reputed institutions/organizations. Attach work order / agreements			
7.	Details of correspondence Contact Person's Name and Designation Address & Telephone No/s, Fax No/s Email ID			
8.	Financial Details (for last 3 years) Turnover (Rs. in Lakhs) Audited Financial statements must be attached	2017-18	2018-19	2019-20

Form B: Technical Details of the Services Offered

S. No.	Service Description	Specifications	Offered (Yes/No)	Remarks
1.	Point 2 Point Link	20 MBPS		
2.	Last Mile Wired	Optic Fibre		
3.	Latency	<20ms		
4.	Uptime SLA	99.9%		
5.	The time required for complete implementation including the commissioning the last mile			

The bidders are required to indicate the availability of each of the services as mentioned above in the second column as part of your offerings. Any deviation of services offered by you as compared to the above list should be specified clearly in the Remarks column. Also, you are required to mention the responsibility of IIFT clearly for the services being offered.

Apart from the regular services as mentioned above, the bidders are requested to mention on the following one-time services:

1. Set up time required from the date of P.O. to go live
2. Any other one –time activity

List of Corporate Customers of the vendor (minimum 3)

S. No.	Name of the client, contact person, Designation & Telephone No.	Date of the Assignment	Details of the services provided

Date:

Signature

Place:

Name:

Seal of the Company:

Declaration for Bid Security

I _____ Son/ Daughter/ Wife of _____ on behalf of the _____(Name of Company) do hereby declare that if we withdraw or modify our bids for the Tender during the period of validity, or if we are awarded the contract and we fail to sign the contract, or to submit a performance security before the deadline defined in Tender, we will be suspended for a period of 1 year from being eligible to submit Tender /Proposal for contracts with IIFT.

Name

Company

Signature with Seal

Financial Bid

We hereby submit our quote for **TENDER FOR PROCUREMENT AND COMMISSIONING OF POINT TO-POINT LEASED LINK - 20 MB P2P Link** as per the **TECHNICAL REQUIREMENT** for one year.

S. No.	Service Description	Charges (In Rs.)
1	For Optic Fibre – Charges from IIFT Delhi to CRIT Office, Nafed Building as site address provided at 9 above	
2	Hardware Charges, if any	
3	Total charges	
4	Initial one time charges (if any)	
5	Any other recurring charges (if any)	

Total amount (In figures)

Total amount (In Words)

1. The rates mentioned above should cover all the services offered in your technical bid and should include all taxes and levies.
2. Payment shall be released by Institute on quarterly/half yearly basis post services and shall be subject to certification of satisfactory services by authorized IIFT / CRIT personnel.
3. The link should be provided on Optic fiber.
4. **The bid is valid for 90 days.**

Date:

Signature

Place:

Name:

Seal of the Company:

NEAR RELATIONSHIP CERTIFICATE

(Format of the Certificate)

"I..... S/o..... R/o
.....

hereby

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

Date:

Place:
bidder

Signature of bidder Name of

Along with date & Seal

Certificate regarding restrictions on procurement from a bidder of a country which shares a land border with India

Certificate for Tenders

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India I certify that this bidder is not from such a country, or if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]

Certificate for Tenders for Works involving possibility of sub-contracting

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [where applicable, evidence of valid registration by the Competent Authority shall be attached]

Date:

**Place:
bidder**

Signature of bidder Name of

Along with date & Seal

Annexure – F

Local content Declaration & Self Certification as per the Government of India Order towards Public Procurement (preference to Make in India) vide Letter No. P-45021/2/2017-PP(BE-II), (revised) Dated.16.9.2020),

(TO BE PROVIDED ON Rs.100/- NON- JUDICIAL STAMP PAPER)

I _____ (Name of the Person(s), S/o _____ at _____ (Address),
working
as _____ (Designation and name of the firm/Company/ partnership/ Joint
venture),
and I have been authorized to sign the Declaration / Self- Certification on behalf of firm /
Company/partnership/ Joint venture do hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government towards Public Procurement (preference to Make in India) vide Letter No. P-45021/2/2017-PP(BE-II), (revised) Dated 16.9.2020.

That the information furnished hereinafter is correct to be of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any authority so nominated for the purpose of assessing the Local Content. That the local content for all inputs which constitute the said equipment has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value addition norms based on the assessment of an authority so nominated for the purpose of assessing the Local Content, action will be taken against me as per the notification P-45021/2/2017-PP(BE-II), (revised) Dated. 16.9.2020.

I agree to maintain the following information in the company's record for a period of 8 years and shall make this available for verification to my statutory authority.

The Details of the location(s) at which the local value addition is made

- i. Name and details of the Domestic manufacture
- ii. Date on which this certificate is issued
- iii. Product for which the certificate is produced
- iv. Percentage of local content.

Signed by me at _____ on _____ 09/2021

Authorized signatory
(Name of the Firm entity)