INDIAN INSTITUTE OF FOREIGN TRADE B 21 QUTAB INSTITUTIONAL AREA NEW DELHI 110 016

Website: www.iift.edu

Gen.Admin./50 Mbps ILL/CRIT/2021-22

Sub: Bids for procurement and commissioning of 50 Mbps (1:1) Internet Lease Line (ILL) Services through Fibre Cable for CRIT Office, Nafed House.

Dear Sir/Madam,

- 1. Indian Institute of Foreign Trade (IIFT) is a Deemed to be University under the administrative control of Ministry of Commerce & Industry, Govt. of India.
- 2. The Institute invites sealed bids for providing **one number** of 50 mbps (1:1) Internet Lease Line (ILL) through Fibre Cable, from class 'A' / UASL Internet Service Providers, registered in India (certificate need to be attached), under terms and conditions given in Tender Document.
- 3. Technical and Financial Bid documents can be downloaded from website of the Institute: (www.iift.edu)
- 4. The technical and financial bids should be sealed by the bidder in separate envelopes duly super-scribed and both these sealed envelopes are to be put in a bigger envelope which should also be sealed and duly super-scribed.
- 5. The Technical bids will be evaluated by the Technical Bid Evaluation Committee duly constituted by IIFT, New Delhi. Financial bids of only the technically accepted offers shall be opened before the successful bidders. Following schedule will be observed in this regard:
- 1. Last date for submission of bid documents: 03.11.2021 by 05:00 pm
- 2. Date of opening of technical bids: 05.11.2021 at 12.00 noon
- 3. Date of evaluation of Financial Bids: 08.11.2021 at 12.00 noon
- 6. Complete tender documents should be submitted at the address mentioned below not later than 5.00 PM on 03.11.2021. Bids received later than the prescribed date and time will not be considered for evaluation.

Thanking you,

Yours faithfully,

Date: 20/10/2021

Section Officer (Admin)
Indian Institute of Foreign Trade
B-21, IIFT Bhawan,
Qutab Institutional Area,
New Delhi – 16.
011- 39147322

INDIAN INSTITUTE OF FOREIGN TRADE

Indian Institute of Foreign Trade (IIFT) is a Deemed to be University under the administrative control of Ministry of Commerce & Industry, Govt. of India.

2 The Institute invites sealed bids for providing **one number** of 50 mbps (1:1) Internet lease Line (ILL) through Fibre Cable, from class 'A' / UASL Internet Service Providers, registered in India (certificate need to be attached), on following terms and conditions:-

Terms and Conditions

- a) The prescribed tender document consisting of (i) Technical Bid and (ii) Financial Bid, sealed separately in two different envelopes, superscribing "Technical Bid" and "Financial Bid", as the case may be and placed in a duly sealed big single envelop superscribing "Bid for ILL Services for CRIT Office, Nafed House" may be submitted in the name of Section Officer (General Admn.), at the Main Gate, Indian Institute of Foreign Trade, B-21, Qutab Institutional Area, New Delhi- 110016 by 5.00 p.m on 03.11.2021. The bids may be sent through post also so as to reach at the aforesaid address by 5.00 p.m of due date.
- b) The bidder shall provide at least three customer references to whom similar services are being provided during last one year with their contact details.
- c) Financial Bids will be opened only of those bidders, who will qualify on the basis of technical bids. Institute's decision, in this regard would be final.
- d) Rates must be quoted only in the prescribed format of Financial Bid as attached.
- e) The Institute at its discretion may award the contract for providing ILL services of 50 Mbps (1:1) through Fibre Cable. The Institute decision in this regard would be binding on all bidders.
- f) 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).
- g) 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.
- h) The Institute reserves the right to reject any or all bids without assigning any reasons whatsoever.
- i) 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.
- j) The estimated cost of the Tender: The Tender value is estimated to be Rs. 4.13 Lakhs.

- k) **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-III.
- 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.
- m) 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.
- n) **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.
- o) Necessary documents will be provided by the Institute, which are required for subscribing to the services in compliance with regulatory requirements.
- p) Half percent per week of delay subjected to a maximum of 5% of the order value will be levied for delay in installation and operationalization of the link within 15 days of award of work, subject to extension of time as detailed under conditions F of the tender.
- q) 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.
- r) **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 IV.
- s) 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 V). Supplier shall perform all Services: (i) exercising that degree of professionalism

t) 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-VI in their technical bid.

Sealed bids in the manner prescribed above may be sent in the name of Section Officer (General Admn.) and deposited / dropped in the tender box kept at the Main Gate, B-21, Indian Institute of Foreign Trade (IIFT), Qutub Institutional Area, New Delhi - 110016 on or before 5.00 PM on 03.11.2021.

- 3. Important Documents to be attached along-with the technical bid:
 - a) Certificate of Class-A / UASL Internet Service Providers Internet Service Provider registered in India.
 - b) The EMD declaration as per Annexure-III.
 - c) Three customer references with contact details.
 - d) Technical and Financial Bids in the format prescribed in Annexure-I and Annexure -II respectively, sealed separately.

Technical Bid

- 1. Name of the Bidder/ISP:
- 2. Address of the Bidder/ISP:
- Contact Details of the Bidder/ISP:
- (a) Name of the Authorized Person:
- (b) Tel. No. with STD (O)
- (c) (Fax):
- (d) Mobile No.:
- (e) Email Id:
- (f) Website:
- Details of Bidder/ISP's bank;
- (i) Name of the Bank:
- (ii) Address of the Branch:
- (iii) A/C No. of the ISP:
- 5. Registration and incorporation particulars of Bidder/ISP: (Please attach copies of the relevant documents/certificates)
- 6. Certificate of Registration in India, as Class 'A' / UASL ISP: to be attached
- 7. CST/VAT registration no./Excise Duty registration no./TIN registration no./GSTIN registration (Please attach copies of the relevant documents/certificates)
- 8. Permanent Income Tax Number (Attach copy of the PAN Card)
- Details of quality certification:
 (Please attach copies of the relevant documents/certificates)
- 10. Details of license (s) obtained by the Bidder/ISP (Please attach copies of the relevant documents/certificates)
- 11. IIFT has its own AS Number and IP set allotted by APNIC, hence no IPs are required from ISP apart from the IP address required for the WAN port address. The ISP is required to quote for 50 mbps (internet lease line). The link shall be terminated on the IIFT BGP router. Any CPE device required shall have to be provided by the ISP for which no additional charges shall be paid by IIFT.
- 12. The ISP shall be required to provide BGP peering 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.

13. The ISP should be capable of providing the following:

S.	Item	Desired	Offered	Remarks
N.			(Yes/No)	
1	Full/Partial/Default IP	Required		
	routes for BGP routing			
2	Service uptime including	99.5%		
	last mile connectivity			
3	Last mile connectivity	Fast Ethernet		
	Interface			
4	Last Mile connectivity	Ring Fiber /		
	media	Redundant Copper		
5	Throughput commitment	100%		
6	Dedicated Tech	Required		
	Support/NOC			
7	Maximum International	300 ms		
	Latency			
8	Interconnect with NIXI	Direct or through		
		upstream ISP		

You are required to indicate the availability of each of the services as mentioned above as part of your offering. Any deviation of services offered by you as compared to the above list should be specified clearly in the remarks column. You are also required to mention the responsibility of IIFT clearly for the services being offered.

- 14. Apart from the regular services as mentioned above, you are requested to mention on the following on-time services:
 - a. Set up time required from the date of PO to go live and
 - b. Any other one time activity

15. It is certified:

- (i) That I/We have gone through and understood the technical specifications given in the Tender Notice
- (ii) I/We hold Class-A / Class-B License (Strike off which is not relevant), a copy of which is attached.
- (iii) I/We have submitted copies of PAN Card, Service Tax No., Income Tax Returns & Balance sheets of financial years 2018-19 and 2019-20.
- (iv) I/We have single Toll Free number/Helpdesk to provide 24X 7 customer supports in Delhi/NCR Region.
- (v) I/We have not been blacklisted by any Government organization/PSU during last five years
- (vi) That the terms and conditions given in the tender notice are acceptable to me/us.
- (vii) That the information furnished by me/us is true and correct.

Date:

Name & Address of Bidder/ISP Signature & Seal of Bidder/ISP

Financial Bid

S. No.	Size of the bandwidth		Other recurring charges (if any)	
	ILL 50 mbps (1:1) through Fibre Cable			

Note: Prices shall be quoted by bidders inclusive of all taxes and levies.

It is certified:

That I/We have gone through and understood the contents of the Tender Notice.	Terms
and conditions given in the tender notice are acceptable to me/us.	

lame of the bidder:-
Contact Number:-
Address:-
Signatures and seal of the bidder:-

Annexure-III

Declaration for Bid Security

1_	Son/ Daughter/ Wife of	on behalf of the
	(Name of Company) do hereby declare that if w	e withdraw or modify our bids for the
Tender during the	e period of validity, or if we are awarded the conf	tract and we fail to sign the contract,
or to submit a per	formance security before the deadline defined in	n Tender, we will be suspended for a
period of 1 year fr	rom being eligible to submit Tender /Proposal fo	r contracts with IIFT.
Name		
Company		
Signature with Se	al	

NEAR RELATIONSHIP CERTIFICATE

(Format of the Certificate)

"	S/o	R/o	hereby		
certifies that none of my	relative(s) as defined in the	etender document is/are emp	loyedinIIFT		
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/w	rithout any prior intimation	tome."			
Date:					
Place:		Signature of bidder Along with date & Se			

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:	Signature of bidder Name of bidder
	Along with date & Seal

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)

l	(Name of the Person(s),S/o	at	(Address), working pany/ partnership/ Joint
	(Desi	gnation and name of	the firm/Comp	pany/ partnership/ Joint
venture),		I C / O . It .	• • • • • • • • • • • • • • • • • • •	
	authorized to sign the D rship/ Joint venture do h			
	eference to Make in Inc			Government towards Public /2/2017-PP(BE-II), (revised)
relevant records be Local Content. Tha	efore the procuring entity o	r any authority so n uts which constitute t	ominated for he said equip	elief and I undertake to produce the purpose of assessing the ment has been verified by me
meeting the prescrit of assessing the L	oed value addition norms bas	ed on the assessmen	t of an authori	is found to be incorrect and not ty so nominated for the purpose otification P- 45021/2/2017-
	the following information in cation to my statutory auth		d for a period	of 8 years and shall make this
The Details of the	location(s) at which the lo	ocal value addition	is made	
ii. Date on which t	ils of the Domestic manufa his certificate is issued ch the certificate is produc ocal content.			
Signed by me at	on	09/202	1	
				Authorized signatory
				(Name of the Firm entity)