



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

Dated: 09-02-2022

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

Ref. No.: Gen.Admin./AMC 20 Mbps P2P/2021-22/Corrigendum-3

Date: 15-03-2022

QUERIES FROM BIDDERS ON ABOVE TENDER AND IT'S CLARIFICATIONS

Further to Tender Ref. No. Gen.Admin./AMC 20 Mbps P2P/2021-22 Dated: 09-02-2022, with CPP Portal ID No.: 2022_IIFT_646083_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
2 (NIT)	Last date for submission of bid documents: 02-03-2022 till 02:00 pm	Request 2 weeks extension in last date of submission, suggested dates are: " Last date for submission of bid documents: 16-03-2022 till 02:00 pm"	Last date has been extended from 02-03-2022 to 16-03-2022 till 2:00PM Bid Opening will be on 16-03-2022 at 02:30PM
8 (NIT)	2. Last mile wired - Optic Fibre	Kindly allow UBR also as last mile; suggested clause is: "2. Last mile wired - Optic Fibre or UBR."	Retained. It should be Fibre as mentioned in the Tender Document.

Clause No.	Clause Description	Queries	Remarks
2 (Details of Technical Requirement)	Uptime SLA 99.9%	Request to modify this clause and consider "Uptime SLA =< 99.5%"	Modification Accepted.
Annexure C	Successful bidder(s) shall be required to install and operationalise the link within 30 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 30 days is not possible, kindly make it realistic; suggested clause is: "Successful bidder(s) shall be required to install and operationalise the link within 90 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
7 (NIT)	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.	This is very harsh Clause, kindly change it to below: "0.5 % 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."	Modification Accepted
13 (NIT)	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 Accepted from Authorized Signatory
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	This is not applicable, kindly remove	Modification Accepted
8 (Details of Technical Requirement)	Last mile wired Optic Fibre	Request to modify this clause and consider locations on wire/ wireless media as per feasibility, to ensure optimised cost and connectivity at all locations. Fiber on all locations may not possible due trenching/ ROW.	Retained. It should be Fibre as mentioned in the Tender Document.

Clause No.	Clause Description	Queries	Remarks
8 (Details of Technical Requirement)	Latency < 20ms	Request to modify this clause and consider "Average Network Latency POP-POP =< 60ms"	Modification Accepted
4 (Financial Bid)	Successful bidder(s) shall be required to install and operationalise the link within 30 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
-	Additional	Please confirm if CPE router is to be provided and managed by bidder or router will be arranged, configured and managed by IIFT.	Router will be arranged, configured and managed by IIFT
-	Additional	Please confirm if IIFT will provide Rack space, earthing and 24x7 UPS Power.	Yes, Confirmed
10	ARBITRATION: Any dispute or difference, whatsoever arising between the firms out of or relating to the Tender shall be referred to the Vice Chancellor, 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.	In accordance with the Supreme Court judgement in Perkins Eastman Architects DPC & Anr. v HSCC (India) Ltd, which held that no party to a dispute shall be allowed to unilaterally appoint an arbitrator, we propose that the arbitrator shall be mutually appointed by both the parties.	It will be mutual consent of the both parties of the Contract

Clause No.	Clause Description	Queries	Remarks
-	Additional Clause proposed by the Bidder	i) Customer shall execute Commercial Form , ECAf and such other documents as may be required for subscription of the services in compliance with regulatory requirement. ii) 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. iii) Neither party shall be liable of any indirect, consequential loss.	Not Accepted
-	Additional	Any penalties or deductions for not maintaining network uptime, non performance of services, etc.?	PBG will be forfeited
-	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
-	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
-	Additional	We request IIFT to note that Bidders standard time frame for and inspection testing of equipments is 14 days from date of commissioning	Accepted
-	Additional	What will be the mean time to respond to queries or complaints?	Within 24 hours

Dated: 15-03-2022

Yours faithfully,



Nalini Meshram
Assistant Registrar (Administration)
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