



भारतीय विदेश व्यापार संस्थान
INDIAN INSTITUTE OF FOREIGN TRADE

दिल्ली परिसर
DELHI CAMPUS

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

निविदा पत्र
TENDER DOCUMENT

अनुबंध की शर्त
CONDITION OF CONTRACT

निविदा संदर्भ संख्या / TENDER REF. NO.:

Admin.1(21)/ILL/2023-24

दिनांक / DATED : 01/11/2023

INDIAN INSTITUTE OF FOREIGN TRADE

(A Deemed to be University under Ministry of Commerce and Industry, Govt. of India)

IIFT Bhawan, B-21, Qutab Institutional Area, New Delhi – 110 016

Sub.: Procurement and Commissioning of one number of 500 Mbps Internet Lease Line (ILL) Services through Fibre Cable at IIFT, New Delhi

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**Section Officer (Gen. Admin.)
Email ID: soadmin2@iift.ac.in
Indian Institute of Foreign Trade
New Delhi**

SECTION – 1

NOTICE INVITING TENDER (NIT)

INDIAN INSTITUTE OF FOREIGN TRADE

(A Deemed to be University under Ministry of Commerce and Industry, Govt. of India)
B-21, Qutab Institutional Area New Delhi – 110016.

निविदा संख्या / Tender No.: Admin.1(21)/ILL/2023-24 दिनांक / Date: 01/11/2023

The Indian Institute of Foreign Trade (IIFT) was established in 1963 as an autonomous body under the Ministry of Commerce & Industry to contribute in the skill building for the external trade sector of India. It has come a long way to successfully develop into a unique institution involved in imparting knowledge through research and training in international business and trade. The Institute was granted “Deemed to be University” status in 2002. The National Assessment and Accreditation Council (NAAC) has recognized IIFT as Grade ‘A’ Institution in 2005 as well as in 2015. The Institute was granted the prestigious AACSB Accreditation on 17th November, 2021.

The Institute invites sealed bids for providing 500 Mbps Internet Lease Line (ILL) through Fibre Cable from, class ‘A’ / UASL Internet Service Provider, registered in India.

1.0 Sealed tenders in Single Stage Two Envelope method (Part-A: Technical bid and Part-B: Financial bid) are invited on behalf of the Vice Chancellor, IIFT for undertaking following works/services:

Sl. No.	Name of the Item / Work	Estimated Cost	Bid Security / Earnest Money
1.	Procurement and Commissioning of 500 Mbps ILL connectivity through Fibre Cable at IIFT, New Delhi	Rs.10.62 lakhs	Rs. 31,860/-

2.0 Time for Commissioning Services: 15 days.

2.1 Time for providing Services: 12 months.

3.0 Purchase of Tender Document:- The bid should be submitted along with DD in favour of “Indian Institute of Foreign Trade” payable at “New Delhi” of Rs. 500/- towards the Tender Fee. The tender document shall be available for downloading from the websites www.iift.ac.in / www.eprocure.gov.in/epublish/app from **01.11.2023 - 10.11.2023 at 11:30 am.**

4.0 Eligibility Criteria:

- The bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (for further details refer Clause 15.0 Section 4).
- Certificate of Class-A / UASL Internet Service Providers, registered in India.

c) Work experience: Experience (in the format attached as *Annexure – A*) of having successfully completed similar works during the last 3 years ending previous day of last date of submission of tenders as detailed below :

(i) Three similar completed works costing not less than the amount of Rs. 04.25 lakhs

or

Two similar completed works, costing not less than the amount of Rs. 06.37 lakhs

or

One similar completed work of aggregate cost not less than the amount of Rs. 08.50 lakhs

(ii) **“Similar works” shall mean “ILL Services”**

d) The work experience should be supported by certificates issued by client organizations.

e) The bidder should have an Annual average turnover of Rs. 06.37 lakhs for last five year i.e.FY18-19, FY 19-20, FY 20-21, FY 21-22, FY 22-23.

f) The bidder should have a valid PAN.

g) The bidder should have Goods and Service Tax Registration Certificate. Copy of Registration Certificate is to be submitted as part of bid and bidder has to give a self-declaration that bidder is not black listed by GST authorities.

OR

The bidder should produce certificate that bidder is exempted to register under the Goods and Services Tax (GST).

4.1 The Annual turnover certificate should be on letter head of Chartered Accountant.

Note:-

• Certificate of Financial Turnover:

At the time of submission of tender, the tenderer shall provide Affidavit/Certificate from Chartered Accountant mentioning Financial Turnover of last 05 years or for the period as specified in the tender document. There is no need to providing entire voluminous balance sheet. However, one page of summarized balance sheet (Audited) for last 05 years or for the period as specified in the tender document shall be provided.

4.2 Bid Security / EMD:

The bidder shall furnish the bid security / EMD through NEFT/RTGS/DD in favour of “Indian Institute of Foreign Trade as per details given below.

Details for NEFT/RTGS are as under;

Beneficiary Name: Indian Institute of Foreign Trade

Bank Name & Address: Indian Bank, 7, S.J.S. Marg, Mehrauli Institutional Area, New Delhi 110016

IFSC code – IDIB000M089, MICR code – 110019018

A/c No. – 767635122

5.1 The NSIC / MSME units shall be exempted from submission of EMD/ Bid Security deposit on production of requisite proof in respect of valid certification from NSIC / MSME for the tendered item / service.

6 **Make in India Policy**

The policy of the Govt. of India to encourage “Make in India” and promote manufacturing and production of goods and services in India as per the revised “Public Procurement (Preference to Make in India), Order 2017”, circulated by the Department of Promotion of Industry and Internal trade, Ministry of Commerce & Industry, Govt. Of India vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 will be applicable for this tender.

7 **Submission of Tender:**

The tender should be submitted as detailed below:-

Envelope-1: Comprising of Bid Security / EMD, Tender Fee (as prescribed), duly signed all pages of tender document and requisite documents duly signed. The envelope should be super scribed as “**Providing 500 Mbps Internet Lease Line (ILL) Services through Fibre Cable at IIFT, New Delhi**”.

Envelope-2: Comprising of Price Bid. The envelope should be super scribed as **Financial Bid for “Providing 500 Mbps Internet Lease Line (ILL) Services through Fibre Cable at IIFT, New Delhi.**

Envelope 1 & Envelope 2 shall be put together in a big envelope super scribed as “**Providing Internet Lease Line (ILL) Services through Fibre Cable at IIFT, New Delhi**” should be submitted to the Section Officer (Gen. Admin.), Indian Institute of Foreign Trade (IIFT). This big size envelope may be dropped in a box kept with the Security Guard at the main gate of the institute at the above mentioned address.

8 **Date & Time of Submission of Tender: 10.11.2023 at 11:30 am.**

9 **Date & Time of Opening of Tender**

9.1 Technical Bid: **10/11/2023 at 12:00 noon.**

9.2 Financial Bid: The date & time will be intimated later on to the responsive bidders only.

10 Tender bids received after due date & time will not be accepted.

11 Incomplete, ambiguous, conditional, bids are liable to be rejected.

12 The Institute reserves the right to accept or reject any or all tender bids without assigning any reason. The Institute is not bound to accept the lowest tender.

13 **The bidder shall furnish a declaration in their letter head that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the website.**

13.1 In case of any correction / addition / alteration / omission in the tender document, the tender bid shall be treated as non-responsive and shall be rejected summarily.

- 14 The Bidder has to indemnify IIFT against loss of input tax credit on account of Black-listing of firm during tenure of contract.
- 15 IIFT has the right to recover input tax credit loss suffered by it due to any mis-declaration of invoice by Bidder.
- 16 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.
- 17 IIFT reserves the right to reject any or all bids or cancel/ withdraw the invitation for bid without assigning any reasons whatsoever thereof. IIFT does not bind itself to accept lowest tender.
- 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.

Note: If date fixed for opening of bids is subsequently declared as holiday by the IIFT, the revised date will be notified. In the absence of such notification, the date for opening shall be on next working day, time and venue remaining unaltered.

Section Officer (Gen. Admin.)
Email ID: soadmin2@iift.ac.in
Indian Institute of Foreign Trade
New Delhi

SECTION – 2

TENDER INFORMATION

1. Type of tender:
Single Stage Two envelope (Part-A: Techno-commercial bid and Part-B: Financial bid)
2. **Bid Validity Period / Validity of bid Offer:** 90 days from the tender opening date.
3. The bid is invited in single stage two envelope system.
 - 3.1 Techno-commercial bid, shall contains following documents:
 1. Technical Bid, as per the format prescribed in Section – 3 of the Tender.
 2. Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause 4 of the NIT. Viz;
 - I. **Copy of Registration with competent authority [(Department for Promotion of Industry and Internal Trade (DPIIT)] for bidder from a country which shares a land border with India**
 - II. The bidder should have a valid Certificate of Class-A / UASL Internet Service Providers, registered in India.
 - III. Incorporation of company
 - IV. Work experience certificate
 - V. Duly signed all pages of tender document.
 - VI. Turnover Certificate for FY 18-19, FY 19-20, FY 20-21, FY 21-22, FY 22-23.
 - VII. Copy of PAN
 - VIII. Copy of Goods and Service Tax Registration Certificate or the bidder should produce certificate that bidder is exempted to register under Goods and Service Tax.
 - IX. Proof of payment of Bid security / EMD through NEFT/RTGS.
 - X. Technical and Financial Bids in the format prescribed, sealed separately.
 3. Documents (self-attested) stated in Clause-10 of Section-4. Viz;
 - a) Bid Security / EMD through NEFT/RTGS/DD in favour of “Indian Institute of Foreign Trade, New Delhi.
 - b) Valid NSIC / MSME certificate, if any.
 - c) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.
 4. Undertaking & declaration duly filled & signed. (Section - 5A)
 5. Near-Relation declaration duly filled & signed. (Section - 5B)
 6. Declaration in respect of no addition / deletion / corrections in downloaded tender (Section 5C)
 7. Certificate regarding restrictions on procurement from a bidder of a country which shares a land border with India (Section – 5D)
 8. Local content Declaration & Self Certification towards preference to Make in India (Section 5E)
 9. Bidder’s Profile duly filled & signed. (Section – 7A)
 - 3.2 **Financial bid** shall contain Price Schedule. (Section-8 Part B)

Note 1: First techno-commercial bid will be opened and evaluated by TEC. The financial bid of only responsive bidders shall be opened.

Section Officer (Gen. Admin.)
Email ID : soadmin2@iift.ac.in
Indian Institute of Foreign Trade
New Delhi

SECTION –3

SCOPE OF WORK AND TECHNICAL BID

1. Name of the Bidder/ISP:
2. Address of the Bidder/ISP:
3. 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
4. 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)
9. 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 500 mbps (internet lease line). 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 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. No.	Item	Desired	Offered (Yes / No)	Remarks
1.	Full/Partial/Default IP routes	Required		
2.	Service up time including last mile connectivity	99.5%		
3.	Last mile connectivity Interface	Fast Ethernet		
4.	Last Mile connectivity Media	Ring Fiber / Redundant Copper		
5.	Throughput commitment	100%		
6.	Dedicated Tech Support/NOC	Required		
7.	Maximum International Latency	300 ms		
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. It is certified that:

- (i) I/We have gone through and understood the technical specifications / terms & conditions given in the Tender Notice.
- (ii) I/We hold Class-A License, a copy of which is attached.
- (iii) I/We have submitted copies of certificates / documents, required to be submitted along with technical.
- (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) The terms and conditions given in the tender notice are acceptable to me/us.
- (vii) The information furnished by me/us is true and correct.

Name & Address of Bidder/ISP: _____

Signature & Seal of Bidder/ISP: _____

Client Certificate regarding performance of vendor

Sl. No.	Name of work and Performance Parameter	Assessment by Client Organization
1	Name of Organization	
2	Date of award & Agreement no.	
3	Date of Commencement of work	
4	Stipulated date of completion	
5	Actual date of completion	
6	Details of compensation / penalty levied, if any.	
7	Gross amount of work	
8	Name and Address of authority under whom work executed.	
9	Comments of capability of vendor i) Financial soundness ii) Mobilization of adequate T & P iii) Mobilization of Manpower iv) General Behaviour	
10	Did the vendor go for arbitration? If yes (i) total amount of claim (ii) total amount awarded	
11	Quality of work (indicate grading) (i) Very Good (ii) Good (iii) Fair (iv) Poor	

Authorized signatory
of Client Organization

SECTION – 4

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT (GCC)

1.0 APPLICATION:

The general condition shall apply in contracts made by the purchaser for the procurement of **Providing 500 MBPS INTERNET LEASE LINE (ILL) SERVICES THROUGH FIBRE CABLE AT IIFT, NEW DELHI.**

2.0 PERFORMANCE GUARANTEE:

- (a) The bidder (including NSIC / MSMEs who are registered with the designated bodies) shall furnish performance bank guarantee in the form of BG from any Scheduled Commercial Bank to the IIFT for an amount equal to 5% of the value of purchase order within 14 days from the date of issue of Purchase Order by the purchaser.
- (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.
- (c) The performance guarantee Bond shall be in the form of Bank Guarantee issued by a scheduled commercial Bank, valid for 20 months, in the Performa provided in Tender Document.
- (d) The performance guarantee Bond will be discharged by the purchaser after completion of the bidder's performance obligations including any warranty obligations under the contract.

3.0 SCHEDULE OF SUBMISSION OF BILLS:

The vendor shall submit single bill for the contract for the actual work done on quarterly basis and the bills will be paid within 02 weeks thereafter as far as possible. However, any deterioration in the services should not be there on the plea of delay in receipt of payment.

4.0 PAYMENTS :

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). Payments will be made through RTGS (Real Time Gross Settlement) or NEFT (National Electronic Fund Transfer).

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.

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.

7.0 NEAR-RELATIONSHIP CERTIFICATE:

- 7.1 The bidder should give a declaration 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 IIFT will not pay any damage to the company or firm or the concerned person.
- 7.2 The Company or firm or the person will also be debarred for further participation in the tenders in the concerned unit.
- 7.3 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).
- 7.4 The format of the certificate is given in Section 5(B).

8.0 CLARIFICATION OF TENDER DOCUMENT:

- (a) A prospective bidder, requiring any clarification on the Tender Document shall notify the Purchaser by writing an E-mail to the Purchaser as indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Tender Document, which it receives **5 days prior to the date of opening of the Tenders**. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all the prospective bidders who have received the Tender document.
- (b) Any clarification issued by IIFT in response to query of prospective bidders shall form an integral part of tender document and shall amount to an amendment of the relevant clauses of the tender document.

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.

10.0 LIQUIDATED DAMAGES:

- (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 10(b)** below.

- (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.

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.

12.0 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.
- (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.

13.0 TERMINATION FOR INSOLVENCY:

IIFT may at any time terminate the contract by giving written notice to the vendor without compensation to the vendor, if the vendor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of IIFT.

14.0 ARBITRATION:

- (a) Except as otherwise provided elsewhere in the contract, in the event of any disputes, controversy or differences arising out of or related to this agreement or the breach, termination or invalidity thereof between the parties, such party or parties shall make a request to the other party or parties to amicably settle such differences or disputes and parties shall thereupon make every effort to settle the same amicably within a period of 60 (Sixty) days from the date of making of such request.
- (b) Where parties are unable to settle the disputes through conciliation, the same shall be referred to the Vice Chancellor IIFT for referral of such disputes to a sole arbitrator, to be mutually decided by the parties, as per the provisions of the Arbitration and Conciliation Act, 1996, any amendment thereof, and any notification issued or rules made there under from time to time. The venue of the arbitration proceeding shall be IIFT Delhi Centre.

15.0 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.

Explanation-

- 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 vendor/contractor from a country which shares a land border with India unless such vendor/contractor is registered with the Competent Authority.

16.0 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 section 6 (E) 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 Section 5 (E) in their technical bid.**

17.0 COURT JURISDICTION:

Any dispute arising out of the tender / bid document / evaluation of bids / issue of PO shall be subject to the jurisdiction of the competent court at Delhi only.

Section Officer (Gen. Admin.)
Email ID : soadmin2@iift.ac.in
Indian Institute of Foreign Trade
New Delhi

SECTION – 5

UNDERTAKING & DECLARATION

5(A) FOR UNDERSTANDING THE TERMS & CONDITION OF TENDER & SPEC. OF WORK

(a) Certified that:

1. I / We have read, understood and agree with all the terms and conditions, specifications included in the tender documents & offer to execute the work at the rates quoted by us in the tender form.

2. If I / We fail to enter into the agreement & commence the work in time, the Bid security (EMD) / Performance guarantee deposited by us will stand forfeited to the IIFT.

3. I / We are not blacklisted by Ministries/Departments.

(b) The bidder hereby covenants and declares that:

1. All the information, Documents, Photocopies of the Documents / Certificates enclosed along with the Tender offer are correct.

2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, IIFT reserves the right to reject our tender offer / cancel the LOA / Purchase / work order if issued and forfeit the Bid security (EMD) / Performance guarantee / Bill amount pending with IIFT. In addition, IIFT may debar the vendor from participation in its future tenders.

Date:

Place:

**Signature of bidder
Name of bidder**

.....

Along with date & Seal

5(B) NEAR RELATIONSHIP CERTIFICATE

(Format of the Certificate)

"Whereas, I/we(name of agency) has submitted bid for I/we hereby submit following declaration 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:

Signature of bidder

Place:

Name of bidder
Along with date & Seal

5 (C) Declaration in respect of no addition / deletion / corrections in downloaded tender (To be submitted in Original on Letter Head of the Applicant/ Bidder)

Whereas, I/we (name of the agency) has submitted bid for
..... I/we hereby submit following declaration that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the website.

Date:

Signature of bidder

Place:

Name of bidder

Along with date & Seal

5 (D) 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 vendors/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 vendor/contractor from such countries unless such vendor/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:

Signature of bidder

Place:

Name of bidder

Along with date & Seal

5 (E) 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) Dated16.9.2020.

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 _____ 11/2023

Authorized signatory

(Name of the Firm entity)

SECTION – 6

PROFORMAS

6 (A): For the Performance Guarantee

(To be typed on non-judicial stamp paper of appropriate value)

Subject : PERFORMANCE GUARANTEE

Whereas INDIAN INSTITUTE OF FOREIGN TRADE (hereafter referred to as “IIFT”) has issued a PO no. Dated/...../2023 awarding the work of “**Procurement and Commissioning of 500 MBPS Internet Lease Line (ILL) Services through Fibre Cable at IIFT, New Delhi**” to M/s.....,R/o (hereafter referred to as “Bidder”) and IIFT has asked him to submit a Performance Guarantee in favour of Vice Chancellor, IIFT of Rs./- (hereafter referred to as “P.G. Amount”) valid up to .../.../2024 (hereafter referred to as “Validity Date”).

Now at the request of the Bidder, We Bank
.....
Branchhaving.....
..... (Address) and Regd. office
address
as.....
(hereinafter called “the Bank”) agreed to give this guarantee as hereinafter contained:

1. We, “the Bank” do hereby undertake and assure to the IIFT that if in the opinion of the IIFT, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the IIFT the said sum limited to Performance Guarantee amount or such lesser amount as IIFT may demand without requiring IIFT to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
2. Any such demand from the IIFT shall be conclusive as regards the liability of Bidder to pay to IIFT or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and IIFT regarding the claim.
3. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.

4. The Bank further agrees that the IIFT shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by IIFT against the Bidder and to forbear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of IIFT or any indulgence by IIFT to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.
5. Notwithstanding anything herein contained;
 - (a) The liability of the Bank under this guarantee is restricted to the Performance guarantee amount and it will remain in force up to its Validity date.
 - (b) The guarantee shall stand completely discharged and all rights of the IIFT under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
6. In case IIFT demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "**Indian Institute of Foreign Trade**" and payable at "**Delhi**".
7. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place :

Date :

(Signature of the Bank Officer)

(Rubber stamp of the bank)

Authorized Power of Attorney Number:

.....

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

.....

Telephone Numbers

Fax numbers

E-mail ID:

6 (B) For Letter of Authorization for Attending Bid Opening

(To be typed preferably on letter head of the company)

Subject. : AUTHORIZATION FOR ATTENDING BID OPENING

I / We Mr. / Ms. have submitted our bid for the tender ref. no. Admin.1(21)/ILL/2023-24, dated: 01/11/2023 in respect of **procurement and commissioning of 500 Mbps Internet Lease Line (ILL) Services through Fibre Cable at IIFT, New Delhi** which is due to open on 10/11/2023, at Indian Institute of Foreign Trade (IIFT), B-21, IIFT Bhawan, Qutub Institutional Area New Delhi – 110016.

We hereby authorize Mr. / Ms. & Mr./Ms..... (Alternative) whose signatures are attested below, to attend the bid opening for the tender mentioned above on our behalf.

.....
Signature of the Representative

.....
Name of the Representative

Signature of Bidder/Officer
authorized to sign
on behalf of the Bidder

.....
Signature of the alternative Representative

.....
Name of the alternative Representative

Above Signatures Attested

Note 1: Maximum of two representatives will be permitted to attend the Bid opening.

Note 2: Permission to attend the bid opening may be refused in case authorization as prescribed above is not received.

SECTION- 7 (Part-A)

BIDDER'S PROFILE

(To be filled in and submitted by the bidder)

A) BIDDER'S PROFILE:

1. Name of the Individual / Firm:.....

2. Present correspondences address:

.....
.....
.....

Telephone No., Mobile No.

Email ID.

3. Address of place of Works:

.....
.....
.....

Telephone No., Mobile No.

Email ID

4. State the Type of Firm: Sole proprietorship / Partnership Firm / Private Limited Company

(Tick the correct choice)

Certificate no. and Year of

incorporation:.....

5. Name of the sole proprietor / partners / Director(s) of Pvt. Ltd. Co.:

S. No.	Name	Father's Name	Designation
1.			
2.			
3.			
4.			

6. Name of the person authorized to enter into and execute contract / agreement and the capacity in which he is authorized (in case of partnership / Private Ltd Company):

.....
.....
.....
.....

7. Bid security/ EMD

8. Permanent Account No.:.....

9. MSME Certificate No. Valid upto:

10. GST Registration No.

11. Annual Turnover past five years as mentioned on letter head of CA

(a) Annual turnover for FY 2018-19.....

(b) Annual turnover for FY 2019-20

(c) Annual turnover for FY 2020-21.....

(d) Annual turnover for FY 2021-22

(e)Annual turnover for FY 2022-23.....

12.

(i) Experience of providing ILL Services in IIMs /IITs / Top 25 B-school as per NIRF 2023 Ranking in Management (in the past 3 years) : Yes / No

If yes, kindly provide name and duration (From – Till)

.....
.....
.....
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.....

(ii) Experience of providing ILL Services in NITs/ Other University Colleges (in the past 3 years): Yes/ No

If yes, kindly provide name and duration (From – Till)

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.....
.....

(iii) Experience of providing ILL Services in organizations other than (i) & (ii) above (in the past 3 years) : Yes / No

If yes, kindly provide name and duration (From – Till):

.....
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.....
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.....

13. Details of the Bidder's Bank for effecting e-payments:

(a) Beneficiary Bank Name:

(b) Beneficiary Branch Name:

(c) IFSC code of Beneficiary Branch:

(d) Beneficiary Account No.:

(e) Branch Serial No. (MICR No.):

14. Whether the firm has Office in Delhi. If so, state its Address

.....
.....
.....
.....
.....
.....
.....
.....

Date

Signature of bidder.....
Name of bidder.....

SECTION- 7 (Part-B)

DRAFT – AGREEMENT

(To be typed on non-judicial stamp paper of appropriate value)

Articles of agreement made and entered in to this day between the **INDIAN INSTITUTE OF FOREIGN TRADE** and **M/s** hereinafter referred to as the vendor/contractor.

Whereas the vendor/contractor have contracted with the **INDIAN INSTITUTE OF FOREIGN TRADE** in respect of “**Procurement and Commissioning of 500 Mbps Internet Lease Line (ILL) Services through Fibre Cable at IIFT, New Delhi**” vide no. dated for a period of **12 months w.e.f. to**

And whereas the said vendor/contractor have prior to the execution of these presents offered a **Bank Guarantee No. dated** as Performance Guarantee vide which the said has undertaken to pay to the **INDIAN INSTITUTE OF FOREIGN TRADE** an amount not exceeding **Rs./- (Rupees** only) against any loss or damage caused to or suffered by the **INDIAN INSTITUTE OF FOREIGN TRADE** by reason of any breach of contract by the said vendor/contractor of any terms and conditions contained in this agreement.

Now these presents witness that in pursuance of the said contract it is hereby agreed and declared by and between the said parties to these presents in the manner following.

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.

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.

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.

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 vendor/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 vendor/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 vendor/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. The terms & condition of **NIT No. Admin.1(21)/ILL/2023-24** दिनांक / **dated: 01/11/2023** forms the integral part of this agreement.

SECTION – 8 (PART – A)

TECHNICAL BID LETTER

To,

**Section Officer (Gen. Admin.)
General Administration
Indian Institute of Foreign Trade (IIFT)
IIFT Bhawan
B-21, Qutab Institutional Area
New Delhi 110016**

**Sub.: Tender for Procurement and Commissioning of 500 Mbps Internet Lease Line (ILL) Services through Fibre Cable at IIFT, New Delhi
Ref. : Tender No.: Admin.1(21)/ILL/2023-24, Dated :- 01/11/2023**

With reference to the above mentioned Tender, we have read the terms and conditions in the Tender Document and accept the same and furnish the following document:

1. Technical Bid, as per the format prescribed in Section – 3 of the Tender.
2. Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause 4 of the NIT. Viz;
 - i. **Copy of Registration with competent authority [(Department for Promotion of Industry and Internal Trade (DPIIT)] for bidder from a country which shares a land border with India**
 - ii. Copy of valid Certificate of Class-A / UASL Internet Service Providers, registered in India.
 - iii. Incorporation of company
 - iv. Work experience certificate
 - v. Duly signed all pages of tender document.
 - vi. Turnover Certificate for FY 18-19, FY 19-20, FY 20-21, FY 21-22, FY 22-23.
 - vii. Copy of PAN
 - viii. Copy of Goods and Service Tax Registration Certificate or the bidder should produce certificate that bidder is exempted to register under Goods and Service Tax.
 - ix. Proof of payment of Bid Security / EMD through NEFT/RTGS.
 - x. Technical and Financial Bids in the format prescribed, sealed separately.
3. Documents (self-attested) stated in Clause-10 of Section-4. Viz;
 - a) Bid Security / EMD through NEFT/RTGS/DD in favour of “Indian Institute of Foreign Trade, New Delhi.
 - b) Valid NSIC / MSME certificate, if any.
 - c) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.
4. Undertaking & declaration duly filled & signed. (Section - 6A)
5. Near-Relation declaration duly filled & signed. (Section - 6B)
6. Declaration in respect of no addition / deletion / corrections in downloaded tender (Section 6C)
7. Certificate regarding restrictions on procurement from a bidder of a country which shares a land border with India (Section – 6D)

8. Local content Declaration & Self Certification towards preference to Make in India (Section 6E)
9. Bidder's Profile duly filled & signed. (Section – 8A)

Yours truthfully,

Signature_____

Date:

Name_____

Address_____

Telephone_____

Seal of the firm_____

SECTION – 8 (PART – B)

FINANCIAL BID LETTER

From,

.....

.....

Bidder's Ref: No:, Dated

To,

**Section Officer (Gen. Admin.)
General Administration
Indian Institute of Foreign Trade (IIFT)
IIFT Bhawan
B-21, Qutab Institutional Area
New Delhi 110016**

Ref.: Your Tender Enquiry No. Admin.1(21)/ILL/2023-24, Dated: 01/11/2023

1. Having examined the above mentioned tender enquiry document including amendment / clarification / addenda Nos. Dated the receipt of which is hereby duly acknowledged, I/we, the undersigned have submitted Bids and offer to supply and deliver in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of the financial Bid.
2. Bid submitted by me/us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. I/We agree to abide by this Bid for a period of **90 days** from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by me/us. This bid shall remain binding upon me/us up to the aforesaid period.
4. I/We have read the [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 regarding restrictions on procurement from a bidder of a country which shares a land border with India.

I/We understand that the submission of incorrect data and / or if certificate / declaration given by M/s. _____
(name of bidder entity) are found to be false, this would be a ground for immediate termination and further legal action in accordance with law.
5. I/We understand that *False declarations will be in breach of the Code of Integrity under rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.*
6. I/We understand that IIFT is not bound to accept the lowest or any bid that IIFT may receive.

7. If my/our Bid is accepted, I/we will provide you with a performance guarantee from a Scheduled Commercial Bank for a sum @ 5% of the contract value for the due performance of the contract.
8. If my/our Bid is accepted, I/we undertake to complete delivery of all the items and perform all the services specified in the contract.
9. If my/our bid is accepted, I/We indemnify against loss of input tax credit to IIFT on account of Blacklisting during tenure of contract.
10. If my/our bid is accepted, IIFT has the right to recover input tax credit loss suffered by it due to any mis-declaration on invoice by me/us.
11. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Yours truthfully,

Signature_____

Date:

Name_____

Address_____

Telephone_____

Seal of the firm_____

SECTION – 8 (PART – B)

PRICE SCHEDULE

Name of Work: Procurement and Commissioning of one number of 500 Mbps Internet Lease Line (ILL) Services through Fibre Cable at IIFT, New Delhi.

(Tender ref. no.: Admin.1(21)/ILL/2023-24, dated: 01/11/2023)

Table – A:

S. No.	Size of the bandwidth	One time charges (Rs.)	Annual charges of bandwidth	Other recurring charges (if any)	Total Charges
1.	ILL 500 Mbps through Fibre Cable				
2.	GST (as applicable)				
3.	Total Charges (incl. GST)				

- The quoted rates shall be inclusive of all expenses to be incurred by the vendor for providing the services as specified in Scope of Work and Technical Bid of Section-3 of the tender document.

Signature _____

Date:

Name _____

Address _____

Telephone _____

Seal of the firm _____