

Corrigendum

INDIAN INSTITUTE OF MANAGEMENT CALCUTTA

Tender Name: TENDER FOR 500 MBPS (1:1) BACKUP INTERNET LEASED LINE CONNECTION AT IIM CALCUTTA CAMPUS

TENDER REFERENCE NO: IIMC/CC/ILL-500-Backup/23-24/006 DATE : July 21, 2023

IIMC's Response for Queries received

Queries Received for 500 Mbps ILL Backup connections

S.No	Section No.	Clause No.	Page No.	Content in RFP	Queries	IIMC's Response
1	PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED	3. Terms and Conditions of Contract	6	(g) All works related to this tender should be completed to entire satisfaction of the IIM Calcutta, failing which the IIM Calcutta will have right to cancel the work order and no payment will be made in that case.	<p>Requesting customer to qualify such performance as per SLA.</p> <p>Non performance of services under this clause shall mean performance of services below threshold levels as agreed in the SLA for 3 (consecutive)SLA measurement periods due to acts directly attributable to Bidder. In such case Customer shall render 30 days cure period to rectify the breach and if such breach is not cured by Bidder then Customer may terminate particular link under the contract which is not performing. If breach is cured then customer shall not terminate such links</p>	Please refer Page 14 of 23 of RFP para Service Level Agreement (SLA) regarding this.
2	PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED	3. Terms and Conditions of Contract	6	(n) All disputes arising out of this contract shall be referred to the sole arbitration of the Director, IIM Calcutta. The venue of arbitration shall be in Kolkata only.	<p>Requesting Customer to have a sole Arbitrator to resolve and decide on any dispute in relation to this Tender, which is appointed by mutual consent of the parties under Arbitration and Conciliation Act , 1996</p> <p>Please also refer below Judgement where in Supreme court had refused unilateral appointment of single arbitrator..</p> <p>in the case of Perkins Eastman Architects DPC & Anr. v HSCC (India) Ltd (“Perkins”)[1], which was decided by a division bench of the Supreme Court in November 2019. In the case of Perkins, the Supreme Court, while interpreting the provisions of the Arbitration and Conciliation Act, 1996 (“Act”), and juggling between party autonomy and the principles of natural justice, held that a person who has an interest in outcome or award passed by the arbitrator during arbitration, cannot be entitled to appoint the sole arbitrator, irrespective of the fact that the parties agreed to it at the time of entering into the contract.</p>	Appointment of a Sole Arbitrator in case the parties agree upon the name of the Arbitrator and if not, each party should appoint one Arbitrator and the third or the Presiding Arbitrator shall be appointed by the two Arbitrators so nominated by the parties.
3	PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED	5. CONTRACT PERIOD	7	b) IIM Calcutta can terminate the contract with one-month notice in case the services are not found satisfactory. In such a case, IIM Calcutta will pay on actual work basis for the duration for which the services were used during the period in question, after deducting penalty, if any.	<p>Requesting customer to qualify such performance as per SLA.</p> <p>Non performance of services under this clause shall mean performance of services below threshold levels as agreed in the SLA for 3 (consecutive)SLA measurement periods due to acts directly attributable to Bidder. In such case Customer shall render 30 days cure period to rectify the breach and if such breach is not cured by Bidder then Customer may terminate particular link under the contract which is not performing. If breach is cured then customer shall not terminate such links</p>	Please refer Page 14 of 23 of RFP para Service Level Agreement (SLA) regarding this.
4	PART III - STANDARD CONDITIONS OF RFP	4. Arbitration.	8	That in the event of any dispute or differences arising under the contract so executed and which could not be resolved through mutual discussions. In such circumstances, the customer and Bidder may agree for arbitration. Director, IIMC will appoint arbitrator or a cell of arbitration on his behalf to resolve the disputes. The decision of arbitrator taken after due consideration of factors brought out by both parties shall be final and binding. The venue of the arbitration shall be at the discretion of the arbitrator. Subject as aforesaid, the Arbitration Act and the rules there-under, the statutory modification thereof, for the time being in force, shall be deemed to apply to the arbitration proceedings under this condition.	<p>Requesting Customer to have a sole Arbitrator to resolve and decide on any dispute in relation to this Tender, which is appointed by mutual consent of the parties under Arbitration and Conciliation Act , 1996</p> <p>Please also refer below Judgement where in Supreme court had refused unilateral appointment of single arbitrator..</p> <p>in the case of Perkins Eastman Architects DPC & Anr. v HSCC (India) Ltd (“Perkins”)[1], which was decided by a division bench of the Supreme Court in November 2019. In the case of Perkins, the Supreme Court, while interpreting the provisions of the Arbitration and Conciliation Act, 1996 (“Act”), and juggling between party autonomy and the principles of natural justice, held that a person who has an interest in outcome or award passed by the arbitrator during arbitration, cannot be entitled to appoint the sole arbitrator, irrespective of the fact that the parties agreed to it at the time of entering into the contract.</p>	Appointment of a Sole Arbitrator in case the parties agree upon the name of the Arbitrator and if not, each party should appoint one Arbitrator and the third or the Presiding Arbitrator shall be appointed by the two Arbitrators so nominated by the parties.



5	PART IV – SPECIAL CONDITIONS OF RFP	PART IV – SPECIAL CONDITIONS OF RFP	11	<p>9. Fall Clause. The following fall clause will form part of the contract placed on successful Bidder: -</p> <p>(a) The price charged for services under the contract by the SELLER shall in no event exceed the lowest prices at which the SELLER sells the services or offer to sell stores of identical description to any persons/Organization including the purchaser or any department of Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.</p> <p>(b) If at any time, during the said period the SELLER reduces the price, sells or offer to sell such services to any person/organization including the Bidder, any Dept, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for</p>	The price quoted for services depends on various parameters viz, (i) specification, bandwidth , (ii) scope of services, (iii) location where the services are required to be provided (iv) quantity / number of links (v) payment terms (v) terms and conditions of contract (vi) service levels agreed (vii)last mile if any, to be taken from any third party service providers. Hence the price quoted may vary depending on the above parameters which are relevant to the provision of services and as such our compliance of this clause will be subject to the parameters specified herein above	No change.
6	SCHEDULE OF REQUIREMENT (SOR)/ SCOPE OF WORK	Service Level Agreement (SLA)	15	1.2 Exclusions & Limitations of Penalty:	<p>Requesting Customer to please add exclusions to Service Levels as follows:</p> <p>Service availability Percentage, Network Latency, Network Packet Loss, Jitter and MT Repair measurements do not include Downtime resulting in whole or in part from one or more of the following causes:</p> <p>i. Any act or omission on the part of the Customer including but not limited to failure to notify the Customer care Desk of RJIL through the process defined by RJIL of a Service Disruption</p> <p>ii. The failure of Last Mile Access (Fixed Line / wireless) obtained from third party that is not provided or managed by Company.</p> <p>iii. The failure of Customer's applications, equipment, or facilities including any third party equipment</p> <p>iv. Refusal by Customer to allow testing or repair of Service or Service Equipment and use by Customer of the Service on an impaired basis, including refusal to allow access to Customer Premises to the Company personnel,</p> <p>v. Customer not providing stable power and the other infrastructure required for Service Equipment and/or CPE</p> <p>vi. Events or occurrences that result in "No problem Found" Trouble Tickets</p> <p>vii. Customer initiated change request in the service while the change request is under progress.</p> <p>viii. Planned repairs, modifications or maintenance notified to Customer in advance,</p> <p>ix. Suspension of Service by the Company</p> <p>x. Customer scheduled maintenance,</p>	No change.
7	Additional	Additional	Additional	Documents to be executed by Customer	<p>The Provision of services by the bidder and use of the same by the Customer will be as per T&C of the unified license , in compliance with applicable laws.</p> <p>2. Customer shall execute documents as may be required for subscribing to the services in compliance with regulatory requirement.</p>	No change.
8	Additional	Additional	Additional	Limitation of Liability	Requesting customer to cap over liability of bidder to Annual charges received by Bidder under this RFP. Neither party shall be liable to the other under these terms for indirect, special, incidental, consequential, exemplary or punitive damages even if the parties are aware of such possibilities	No change.
9	SCHEDULE OF REQUIREMENT (SOR)/ SCOPE OF WORK-Appendix 'A'		14	The scope of this tender encompasses ensuring 99.95% uptime with necessary internet bandwidth connectivity to campus network and providing MRTG reports on real time basis. Supply of IPv4 address space is also required.	Please amend the uptime 99.5% as per standard SLA from any class A ISP with last mile on FIBRE.	Amended to 99.5% as per standard practice.



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10	Internet Leased Line (ILL) Specification, IPV4 address spaces and MRTG	1	14	IIMC has currently three ILLs – 500 Mbps (1:1), 50 Mbps (1:1) and 1 Gbps (from NKN); all are FO terminated to respective MUXs provided by the bidder. From the MUX, institute UTP connectivity is terminated to a layer 3 switch/CPE. The institute network consists of about 5000 I/O points and about 350 Wi-Fi APs throughout the campus. The institute intends to put in place one ILL as a backup of 500 Mbps connections.	As per given RFP, ISP will be providing required 500Mbps ILL on fibre LM. Rest UPS, Power, Rack Space, ROUTER will be customer responsibility with further integration with other existing ISP.	UPS Power, Raw Power, Rack Space, ROUTER will be provided by IIMC for further integration with other existing ISP.
11	Latency:		14	Packet Drop \leq 0.05%	Please amend the Packet Drop \leq 0.5% as per standard SLA from any class A ISP with last mile on FIBRE.	Ammended to \leq 0.5% as per standard practice.
12	Testing of ILL Link:	3	16	After the installation of ILL is being complete IIMC will ask the successful bidder to start the service. After 2-3 weeks' services, rendered by the bidder, have to be satisfactory and the below mentioned SLA needs to be maintained by the bidder. After that time IIMC will asked the bidder to start the billing cycle with proper intimation (Letter of Commissioning). If the service is not satisfactory in that duration the termination clause will be applied.	Request to change the acceptance criteria from 2-3weeks to 48-72hrs as per standard SLA from any class A ISP with last mile on FIBRE.	Please refer Page 14 of 23 of RFP para Service Level Agreement (SLA) regarding this.

Change in SLA parameter for Change of Uptime to 99.5%

SLG Table for Network Availability Guarantee Remedy

Parameter	Service Level	Penalty in % on Monthly / Quarterly basis
Network Availability	\geq 99.5%	0
	\geq 99 to $<$ 99.5	2
	\geq 98.5 to $<$ 99	5
	\geq 98 to $<$ 98.49	10
	\geq 95 to $<$ 98	20
	\geq 90 to $<$ 95	50
	$<$ 90%	100

Above penalty will be deducted if the SLA uptime is not adhered by the ISP at any given point of time. The downtime will be measured in every quarters. Penalty will be charged on every subsequent bill of every quarters as per the SLA violations mentioned in the above table.

Note: Rest of the Terms and Conditions remain same as per NIT and RFP



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