



INDIAN INSTITUTE OF MANAGEMENT CALCUTTA

**Diamond Harbour Road, Joka,
Kolkata - 700104**

TENDER DOCUMENT

TENDER REFERENCE NO

IIMC/CC/ILL-500-Backup/23-24/006

DATE : July 21, 2023

FOR

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

INDIAN INSTITUTE OF MANAGEMENT CALCUTTA
Diamond Harbour Road, Joka,
Kolkata – 700104

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REQUEST FOR PROPOSAL (RFP) FOR 500 MBPS (1:1) BACKUP INTERNET LEASED LINE CONNECTION AT IIM CALCUTTA CAMPUS

Sir/Madam,

1. On behalf of the Director, Indian Institute of Management Kolkata, ONLINE bids are invited from bidders for *500 MBPS (1:1) BACKUP INTERNET LEASED LINE CONNECTION AT IIM CALCUTTA CAMPUS*.

2. **Availability of the Tender Document.** The Tender Document will be published on the Central Public Procurement Portal (CPPP) (www.eprocure.gov.in). It shall be available for download after the date and time of the start of availability till the deadline for availability as mentioned in tender documents. Unless otherwise stipulated in TIS, the downloaded Tender Document is free of cost. If the Procuring Entity happens to be closed on the deadline for submitting the bids as specified above, this deadline shall *not* be extended. Any query/ clarification regarding downloading Tender Documents and uploading Bids on the e-Procurement portal may be addressed to *Senior Administrative Officer (Computer Centre) of the IIMC, Kolkata*.

3. This RFP is to be submitted for Technical Bid duly each page signed & stamped by the bidder as token of acceptance of terms and conditions mentioned in the RFP.

4. The address and contact numbers for sending Bids or seeking clarification regarding this RFP are given below:-

(a) **Bids/queries to be addressed to.** Senior Administrative Officer (Computer Centre), Indian Institute of Management Calcutta.

(b) **Name/designation of the contact personnel.** Senior Administrative Officer Computer Centre, Indian Institute of Management Calcutta

(c) **Telephone numbers of the contact personnel.** +91-33-7121 1000

(d) **E-mail id.** cc.tendermgmt@iimcal.ac.in

5. This RFP is divided into five parts as follows:

(a) **Part I** - Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.

(b) **Part II** – Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.

(c) **Part III** – Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.

(d) **Part IV** – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.

(e) **Part V** – Contains Evaluation Criteria.

6. This RFP contains the following FORMS:-

(a) Appendix 'A' – Schedule of Requirement/ Scope of Work.

- (b) Appendix 'B' – Bidder's Information.
- (c) Appendix 'C' – Terms and Conditions Compliance Certificate.
- (d) Appendix 'D' – Bank Guarantee Format of Performance Security
- (e) Appendix 'E' – No Claim Certificate.
- (f) Appendix 'F' – Technical Specification of Goods and Bidder Eligibility Criteria.

7. This RFP is being issued with no financial commitment and the BUYER reserves the right to change or vary any part thereof at any stage. The BUYER also reserves the right to withdraw the RFP AND REJECT ANY TENDER, should it become necessary at any stage.

8. Please return this letter along with the complete RFP duly signed as attached.

Yours faithfully,
Sd/-x-x-x-x-x-x-x
Senior Administrative Officer, Computer Centre

9. I/We am/are in possession of a complete set of RFP issued by you, and have understood and agree to abide by the above instructions as well as those contained in the RFP and contract forms. The attached RFP forms duly completed and signed are submitted herewith.

Date: 2023

Signature of Tenderer

(Name in Block letter)

(Capacity i.e. Proprietor/Partner with stamp)

PART I – GENERAL INFORMATION

IIMC has currently three ILLs– 500 Mbps (1:1) from M/s. BSNL and 1 Gbps from NKN-M/s. Powergrid. The 500 Mbps is a backup of 500 Mbps of BSNL connection. Currently, the backup connection is provided by M/s. AIRTEL.

1. **Last Date and Time for Submission of Bids.** **August 10, 2023 at 1500 hours.**

2. **Manner of Depositing the Bids.**

(a) Bids must be uploaded till the deadline for submission mentioned in Tender Document. If the office happens to be closed on the deadline to submit the bids as specified above, this deadline shall *not* be extended.

(b) No manual Bids shall be made available or accepted for submission (except for originals of scanned copies as per sub-clause above). Bidder must comply with the conditions of the eProcurement portal, including registration, compatible Digital Signature Certificate (DSC) etc. In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling in the required information.

3. **Schedule of Bids Opening.**

(a) **Time and date for opening of Technical Bids** **August 11, 2023 at 15:30 hours.**

(b) **Time and date for opening of Commercial Bids.** **To be intimated in due course of time.**

(If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the BUYER).

4. **Two-Bid System.** Two-Bid system has been adopted and only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the BUYER.

5. **Modification and Withdrawal of Bids.** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the customer prior to deadline prescribed for uploading of bids. No bid shall be modified after the expiry of deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

6. **Rejection of Bids.**

(a) Conditional bids will be rejected.

(b) Prices quoted unreasonably HIGH or LOW from LPP (Last Purchase Price)/prevailing market rates may be considered for rejection at the discretion of BUYER.

7. **Validity of Bids.** The Bids should remain valid till 90 days from the last date of submission of the Bids.

8. **Earnest Money Deposit/ Bid Security.** Bidders are required to submit Earnest Money Deposit (EMD) in favour of the "INDIAN INSTITUTE OF MANAGEMENT CALCUTTA" for an amount of **Rs. 50,000/-** along with their bids through NEFT or RTGS Bank Transfer or Direct Credit in favor of Indian Institute of Management Calcutta. EMD is to remain valid for a period of SIXTY DAYS (60) beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 60th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest what so ever, after the receipt of Performance Security. Performance Security will be 3% (THREE PERCENT) of the total contract value. EMD is not required to be submitted by those Bidders who are registered with the National Small Industries Corporation (NSIC) and MSME. The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of

their tender. EMD should be kept separately inside the envelope along with quotation in main envelope. Bids shall not be considered, in case, the EMD is not submitted along with the Technical Bid.

9. Price must be quoted on F.O.R at IIMC, Destination basis by road inclusive of Packing, Forwarding, Freight Charge, Transit Insurance and any other charges as applicable. The consignee for the contract is Administrative Officer (Purchase), Indian Institute of Management Calcutta.

10. The approval or rejection to tenders(s) rests with Competent Financial Authority (CFA) as applicable, who reserves to himself the right of rejecting any tender in whole or in part of any item in whole or in part in respect of any or all the delivery points shown in the schedule of requirements in Part II or RFP without cause assigned.

11. These instructions on "Invitation of Bid" are to be signed by you and returned along with your bids.

Bidder's may submit EMD through NEFT or RTGS or Bank Transfer or Direct Credit at the following account before 10-08-2023 at 1500 hrs.

Name of beneficiary: Indian Institute of Management Calcutta

Address: IIM Joka Branch, D. H. Road, Kolkata – 700 104.

Account No.: 10120246705

Name of the Bank: State Bank of India Branch

Address: IIM Calcutta

IFSC Code: SBIN0006210

PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. **Schedule of Requirements/ Scope of Work**. As per **Appendix 'A'** to this RFP.
2. **Eligibility Criteria**. As per **Appendix 'F'** to this RFP. Those will be mandatory criteria.
3. **Terms and Conditions of Contract: -**
 - (a) The successful bidder will be responsible for transportation and loading/ off-loading of all materials related to them and no extra payment will be made by the IIM Calcutta on this account.
 - (b) The successful bidder himself will be responsible for safety and security of his material and IIM Calcutta will not be responsible for any damage/theft of material of the Successful Bidder.
 - (c) For any emergency situation, the Successful Bidder will provide solution related to his/her work at no extra cost.
 - (d) All services should be of as per required quality (**as mentioned in BOQ**). In case, it is found at some stage that the quality supplied/to be supplied is inferior the goods in question will be rejected or the contract will be cancelled and Successful Bidder will be black listed.
 - (e) Before quoting the rates, the agency/firm are advised to visit and inspect the site and working conditions thereof to assess and plan for the successful execution of work.
 - (f) The successful bidder shall be responsible for full execution of the contract and **shall not in any case assign or sublet ordered items or part thereof to any other party**. Failure to do so will attract cancellation of the order.
 - (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.
 - (h) Any defect found in the work carried out by the successful bidder will have to be **rectified free-of-cost** by the Successful Bidder.
 - (i) All precautionary/safety measures as necessary should be adopted by the agency/firm while executing the work to avoid any miss happening and loss caused due to the agency's negligence.
 - (j) The successful bidder shall take all necessary precautions to ensure safety and security of their workmen and shall be responsible for any injury that might occur to person/s and bear all cost towards insurance/treatment/compensation of them. Necessary insurance cover shall be made by the Successful Bidder. Further, the Successful Bidder shall have to comply with the provisions of all prevailing Labour Laws relating to the work assignment.
 - (k) The Successful Bidder shall take all necessary precautions to prevent any damage that may cause towards any Institute's property during the course of execution of the contract and they will be liable to make good the same at their cost.
 - (l) The representatives of the Successful Bidder should be available on telephone and also on mobile to enable this Institute to call them in emergency situation. Therefore, telephone as well as mobile number(s) and address will also be provided to IIM Calcutta.
 - (m) Each page of the quotation is to be signed by the tenderer and duly stamped.
 - (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.

(o) IIM Calcutta reserves the right to reject any or all tender(s) without assigning any reason. The decision of IIM Calcutta in this regard shall be final. No enquiries in this regard shall be entertained. Correspondence during tendering process may invite disqualification.

(p) The **quoted rate will remain valid for a period of 13 months** from the date of opening of price bid. Work should be completed within the specified date from the date of issue of the Letter of Intent /Work Order.

(q) The quoted rate should be comprehensive one inclusive of supply of material, labour charges, hire charges of tools & tackles, scaffolding, plant & machinery etc., to execute the total Scope of Work as per **Appendix 'A'** to this RFP.

(r) Bidder's to fill up the SLA parameters they are offering in the '**Annexure-A'**.

(s) The rate quoted by the Successful Bidder shall also be **inclusive of all taxes, duties, transportation charges and other statutory payments and will not subject to any fluctuation due to any increase in any effect.**

(t) A tenderer who proposes any alteration of the conditions laid down or proposes any other condition of any description whatsoever is liable for rejection.

4. **Bidders Information**. Bidders are required to submit essential details in respect of their firms/company as per **Appendix 'B'** to this RFP as a part of technical evaluation.

5. **CONTRACT PERIOD**

a) The contract will be initially for a period of one year starting from the date of successfully installation of leased line. Based on satisfactory performance, the contract may be extended maximum up to another 3 (three) months on same terms and conditions. Renewal will be done only if the services found to be satisfactory with same terms and conditions and as per future requirements of the Institute.

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.

PART III - STANDARD CONDITIONS OF RFP

1. Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned in succeeding paragraphs which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Bidder in the Contract) as selected by the Customer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

2. **Law**. The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

3. **Effective Date of the Contract**. The contract will be in effect from the day of issue of work order.

4. **Arbitration**. 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.

5. **Penalty for use of Undue influence**. The Bidder undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any

person in service of the BUYER or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Bidder or any one employed by him or acting on his behalf (*whether with or without the knowledge of the Bidder*) or the commission of any offence by the Contractor or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Customer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Customer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Customer or to any other person in a position to influence any officer/employee of the Customer for showing any favour in relation to this or any other contract, shall render the Bidder to such liability/penalty as the Customer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the BUYER.

6. **Non-Disclosure of Contract Documents.** Except with the written consent of the Customer/Bidder, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

7. **Liquidated Damages.** In the event of the Bidder failure to submit the stores, supply the stores/goods as specified in this contract, the Customer may, at his discretion, withhold any payment until the completion of the contract. The Customer may also deduct from the Bidder as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

8. **Termination of Contract.** The BUYER shall have the right to terminate this Contract in part or in full in any of the following cases: -

(a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than THIRTY (30) days beyond stipulated time.

(b) The Seller is declared bankrupt or becomes insolvent.

(c) The delivery of material is delayed due to causes of Force Majeure for more than FORTY FIVE (45) days after the schedule date of delivery.

(d) The BUYER has noticed that the successful bidder has utilized the services\any Indian/ Foreign agent in getting this contract and paid any commission to such individual/ company etc.

(e) As per decision of the Arbitration Tribunal.

(f) The successful bidder fails to supply the desired standard of item/items even after three written reminders.

(g) If the successful bidder fails to deliver the items as per approved specification/ quality and tries to supply substitute/substandard items.

(h) The successful bidder uses illegal means to influence or bribe the staff dealing with the Bidder.

9. **Notices.** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX/e-mail or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

10. **Transfer and Sub-letting.** The Bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

11. **Amendments.** No provision of present Contract shall be changed or Modified in any way (including this provision) either in whole or in part except Present Contract by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present contract.

12. **Taxes and Duties:** -

(a) If Bidder desires to ask for GST extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

(b) If reimbursement of GST is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entreated after the opening of tenders.

(c) If a Bidder chooses to quote a price inclusive of GST and does not confirm inclusive of GST so included is firm and final, he should clearly indicate the rate of GST and quantum of GST included in the price. Failure to do so may result ignoring of such offers summarily.

(d) If a Bidder is exempted from payment of GST up to any value of supplies from them, he should clearly state that no GST will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of GST, it should be brought out clearly. Stipulations like, the said GST was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that GST will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of GST which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

(e) Any change in GST upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of GST paid by the SUPPLIER. Similarly, in case of downward revision in GST, the actual quantum of reduction of GST shall be reimbursed to the Customer by the Bidder. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

PART IV – SPECIAL CONDITIONS OF RFP

1. The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned in succeeding paras which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Bidder in the Contract) as selected by the Customer. Failure to do so may result in rejection of Bid submitted by the Bidder. A certificate for compliance of all the Terms and Conditions of this RFP be submitted as per **Appendix 'C'** to this RFP

2. **Performance Guarantee.** The Bidder will be required to deposit a Performance Guarantee by way of Bank Guarantee through any commercial banks or a private sector bank authorized to conduct government business for a sum equal to 5% (FIVE PERCENT) of the contract value within FIFTEEN (15) working days from the date of award of contract. Performance Bank Guarantee should be valid up to sixty (60) days beyond the date of completion of all contractual obligations including warranty obligations. Performa of Performance Security Warranty is as per **Appendix 'D'** to this RFP.

3. **Option Clause.** The contract shall have an option Clause, wherein the BUYER can exercise an option to procure an additional 25% (TWENTY-FIVE PERCENT) of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the BUYER to exercise the option.

4. **Repeat Order Clause.** The contract shall have an option of Repeat Order Clause, wherein the BUYER can exercise an option to procure an additional 50% (FIFTY PERCENT) of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable up to SIX (06) months beyond the completion of contract. The bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the BUYER to exercise the option.

5. **Tolerance Clause.** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, BUYER reserves the right to 25% plus/minus increase or decrease the quantity of the required goods up to that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the BUYER within this tolerance limit.

6. **Payment Terms.** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/NEFT mechanism instead of payment through cheques wherever feasible. The payment will be made as per the following terms, on production of the requisite documents: -

- (a) The items will be delivered on a Delivery Challan and Bills/invoices submitted in duplicate.
- (b) Upon receipt of the items and producing of all supported documents by the Bidder, payment will be made by the IIMC by cheque.
- (c) It is mandatory to the Service Provider/bidder to submit their PAN details, Cancelled Cheque and NEFT details for making of payments through ECS/EFT mechanism instead of payment through cheque by IIMC.
- (d) Ink signed copy of Service provider's invoice.
- (e) Ink signed copy of Commercial invoice/Service provider's invoice.
- (f) Copy of Supply Order/Contract/Contract with U.O number and date of IFA's concurrence where required delegation of power's.
- (g) Details for electronic payment viz Account holder's name Bank name, Branch name address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract)
- (h) Any other document/Certificate that may be provided for in the Supply Order/ Contract.

- (j) On receipt of final payment, SELLER should furnish a 'NO CLAIM CERT' as per **Appendix 'E'** of this RFP.
7. **Advance Payment.** Unless otherwise specially mentioned in this RFP, NO Advance payments will be made.
8. **Paying Authority.** The process of bills of successful tender will be made by the IIMC and payment will be made by Accounts Department of IIMC. Bills to be submitted by the bidder within FIFTEEN (15) days of completion of work/supply.
9. **Fall Clause.** The following fall clause will form part of the contract placed on successful Bidder: -
- (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/Organisation 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.
- (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 the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced.
10. **Risk & Expense Clause.** Should the stores thereof not be delivered/carried out within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores, the BUYER shall after granting the SELLER 4 hours to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.
- (a) Should the stores thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's premises, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.
- (b) In case of a material breach that was not remedied within 4 hours, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase or procure from any other source as he thinks fit, other stores of the same or similar description to make good: -
- (i) Such default.
- (ii) In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.
- (c) Any excess of the purchase price or value of any stores procured from any other SUPPLIER as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. 100% recovery will be made from SELLER.
11. **Force Majeure.** Should any Force Majeure circumstances arise, each of the contracting party shall be excused for the non-fulfilment or for the delayed fulfilment of any of its Contractual obligations, if the affected party within SEVEN (07) days of its occurrence informs the other party in writing. Force Majeure shall mean fires, floods, natural disasters or other acts, that are unanticipated or unforeseeable, and not brought about at the instance of the party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for, and which has caused the non-performance or delay in performance, such as war, turmoil, strikes, sabotage, explosions, quarantine restriction beyond the control of either party. A party claiming Force

Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the effects thereof on the performance of its obligations under this contract.

12. **Specification.** The SELLER guarantees to meet the specifications as per **Appendix 'F'** to this RFP.
13. **Transportation.** The successful bidder is responsible for transport for the delivery of goods to the Consignee's premises as mentioned in Part II under their own arrangement. The term Contract means acquiring all types of goods, such as stores as well as all types of services including packing, unpacking, preservation, transportation, loading, unloading, insurance, delivery, special services if any, consultancy and systems. Any claims arising out the accident of transport, damage to public or private property or any injury or death shall be the responsibility of the SUPPLIER and the IIMC as such shall not be a party to it.
14. **Quality Assurance.** The goods supplied under the contract should conform to the standards, quality and specifications as mentioned in **Appendix 'F'** to this RFP. The item should be conforming to the current production standard and having 100% defined life at the time of delivery.
15. **Inspection Authority.** The Inspection will be carried out by the authorised representative of IIMC.
16. **Claim.** The following claims clause will form part of the contract placed on successful bidder: -
 - (a) The claims may be presented either on quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing, or on quality of the stores, where quality does not correspond to the quality mentioned in the contract.
 - (b) The quantity claims for deficiency of quantity (if any), shall be delivered at consignee premises within SEVEN (07) working days under own arrangement of the Bidder.
 - (c) The quality claims for defects/damages or deficiencies in quality noticed during inspection shall be presented within SEVEN (07) working days of completion of inspection and acceptance of goods and will be submitted to the Bidder.
 - (d) The Bidder is to settle the claims for defected/damaged quantity and deficiency in quality of the stores within SEVEN (07) working days.
 - (e) The Bidder shall collect the defective/damaged or rejected items from the location nominated by the BUYER and deliver the replaced goods at the same location under Bidder's own arrangement.
 - (f) The quality claims will be raised solely by the BUYER and without any certification/countersignature by the Bidder's representative stationed in India.
 - (g) Any claims arising out the accident of transport, damage to public or private property or any injury or death shall be the responsibility of the SUPPLIER and IIMC as such shall not be a party to it.

PART V – EVALUATION CRITERIA & PRICE BID Formats

1. **Evaluation Criteria.** Only those bids which would successfully qualify in Technical Evaluation will be considered for Financial Bid.

(a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP.

(b) The tenderer who will emerge as L-1 in overall lowest rates of total required quantity as mentioned in **Appendix 'A'** of this RFP will be considered for award of contract as per the Bid Price as per BOQ (Bill of Quantities).

(c) The Bidders are required to spell out the rates of GST etc in unambiguous terms only while submission of bills at the time of delivery. If a Bidder is exempted from payment of GST duty up to any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of GST, it should be brought out clearly. No GST should be included while submission of commercial bids.

(d) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

(e) The Lowest Acceptable Bid will be considered further for placement of contract/ Supply Order after complete clarification and price negotiations as decided by the BUYER. The BUYER also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.

2. **Price Bid Format.** Unless otherwise mentioned in this RFP, the Price Bid Format is as per BOQ (Bill of Quantities) document Bidders are required to fill Price Bid Format correctly with full details, sign with firms stamp on all pages of commercial bid.

Note 1: Incompletely filled form will be rejected out rightly.

Note 2: Bidders are requested to carry out calculations in commercial bid form carefully. The IIMC reserves the right to amend/correct any wrongly calculated totals.

Note 3: **It is mandatory to fill the cost of each and every item in price bid format. If the rates of any item remain unfilled then the price bid may be rejected or assumed as inability to supply the said goods.**

SCHEDULE OF REQUIREMENT (SOR)/ SCOPE OF WORK

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.

Supply of one 500 Mbps (1:1) Internet Leased Lines (ILL) and the maintenance thereof for 1 Year.

TECHNICAL SPECIFICATION (Schedule of Requirement): Supply, Installation, Commissioning & Maintenance of 500 Mbps (1:1) Internet Leased Line Connection at IIM Calcutta Campus. The technical specifications are as follows:

Service Level Agreement (SLA):-

Network Availability: ISP's target for Network Availability is 99.95% for any given month. Network Availability will be determined as an average of actual circuit availability as a percentage of total potential circuit availability measured on a monthly basis.

Latency: ISP's Latency will be determined by round trip delay from ISP's any edge router in INDIA & terminating point with upstream service provider. It will be measured by standard 1000 packets of 64-byte ping. Latency, Packet drop will be under SLA as per the below mentioned table:-

Table for Enterprise Internet Service (1:1)			
Peering Points	Network Availability (Tier1 POP - Over a Month)	Round Trip Delay between ISP Gateway	Packet Drop
USA	≥ 99.95%	≤ 325 ms	≤ 0.05%
UK	≥ 99.95%	≤ 250 ms	≤ 0.05%
Singapore	≥ 99.95%	≤ 90 ms	≤ 0.05%

Packet Delivery: ISP's target for Packet Delivery is 99.95% for any given month. Packet Delivery will be determined as an average of actual packet delivery as a percentage of total packets. It will be measured by extended 1000 packets of 64 Byte ping from the customer premise equipment (CPE) to ISP's any edge router.

On reporting an event of unavailability or delay of packet delivery ISP should respond within 30 minutes of the report & resolve the issue within 4 Hours. Any further delay will be counted as **Network outage**. In case of non-performance of the above parameters over a period of time of 45 days' suitable action will be initiated to recover the amount proportionately from the subsequent bill submitted by the service provider.

In case of repetition of such non-performance as per the prescribed parameters over a period of time of 90 days' appropriate action will be taken to cancel the contract and to recover any loss incurred by the Institute for such non-performance. Details of non-performance mentioned in termination clause.

1. Internet Leased Line (ILL) Specification, IPV4 address spaces and MRTG

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.

Initially the contract will be awarded for 500 Mbps for 1 year. IIM Calcutta may extend the contract up to two more years. It will be based on the requirements of the Institute provided the services of the ISP found satisfactory. The contract will be renewed on the starting of 2nd or 3rd year.

I. Lease Line Connectivity

Description	BANDWIDTH
ILL	500 Mbps (1:1, Uncompressed, Unfiltered, Unshared)

II. Address Space:

Description	Address Space
IPv4 address space for ILL	16 IPv4 addresses on one subnet (/28)

Note: If the Institute wants to move to IPv6 at any point of time then such requirements for IPv6 address space will be informed to the bidder (in addition to IPv4 address space). The bidder should provide the required number of IPv6 addresses in such a situation.

If IIMC purchase Own IP address ISP should accommodate the IP address and AS no. to transit through their network. In that case ISP should not use our internal router to route their data to other network (Transit network).

III. MRTG access through online portal:

Multi Router Traffic Grapher (MRTG) access through online portal must be provided by ISP for ILL. The following features should be available in **MRTG**: -

- 1) Bandwidth (Hourly, Daily, Weekly, Monthly categorization).
- 2) Availability (Hourly, Daily, Weekly, Monthly categorization).
- 3) Latency (Hourly, Daily, Weekly, Monthly categorization). (optional)
- 4) Summary of the above in one page.

1.1 *Penalty:*

Network Unavailability: Network outages will be calculated commencing on the date and time of the opening of a Trouble Ticket and ending at the close of the same Trouble Ticket by ISP Technical Support. However, IIMC may ask for Network availability report for any point of time based on that the penalty may be calculated as per the below mentioned SLG table.

Latency: Any Latency/packet drop (more than guaranteed Latency/packet drop as per SLG table) in packet delivery determined by customer side will also follow the same SLG table as Network unavailability. However, IIMC may ask for Network Latency report for any point of time based on that the penalty may be calculated as per the below mentioned SLG table.

SLG Table for Network Availability Guarantee Remedy		
Parameter	Service Level	Penalty in % on Monthly / Quarterly basis
Network Availability	> = 99.95%	0
	>=99.50 to < 99.95	2
	>= 99 to < 99.49	5
	>= 98.5 to < 98.99	10
	>= 98 to < 98.49	20
	>= 90 to < 98	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.		

1.2 *Exclusions & Limitations of Penalty:*

- i. Service outages or performance issues not documented by ISP Trouble Tickets;
- ii. ISP network maintenance (should not be performed more than once per quarter Year) performed during the standard maintenance window (2:00am to 4:00am IST);
- iii. ISP emergency maintenance (Should intimate 8 Hrs prior to the incident.).
- iv. Failure of customer equipment;
- v. Link down due to power failure at customer end.
- vi. Due to scheduled maintenance by the Service Provider, with prior intimation and approval of IIM Calcutta.
- vii. Any reasons of Force Majeure such as natural disasters or pandemic etc.;

2. Delivery, Installation, Commissioning:

The ILL should be installed, delivered & commissioned in all respects (laying of underground F.O., installation of MUX & configuration thereof) within 6 weeks from the receipt of purchase order. The Leased line will be terminated on a UTP port of the CPE (customer premises equipment) from respective MUX.

2.1 *Credits:*

If ISP is unable to supply the desired connection within committed date, Customer will have the authority to claim credits as per the below mentioned table: -

Number of day(s) after committed installation day	Credits (Extension of service)
0-30 DAYS	1:2 (e.g. if 2 days past after committed date ISP will extend the service for 4 days)
30 days or more	The award of contract will be cancelled.

3. **Testing of ILL Link:** - 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.

BIDDER'S INFORMATION

(To be submitted as part of Technical bid on Company Letter-head, along with supporting documents, if any)

Bidder's Name and Complete Address : _____

1. Bidder/ Bidder particulars:

- (i) Name of the Company:.....
- (ii) Corporate Identity No. (CIN):
- (iii) Registration, if any, with The Procuring Entity:
- (iv) GeM Supplier ID (if registered with GeM, it is mandatory at the time of placement of Contract)
- (v) Place of Registration/ Principal place of business”
- (vi) Complete Postal Address:
- (vii) Pin code/ ZIP code:
- (viii) Telephone nos. (with country/ area codes):
- (ix) Mobile Nos.: (with country/ area codes):
- (x) Contact persons/ Designation:
- (xi) Email IDs:

2. Taxation Registrations:

- a) PAN number:
- b) Type of GST Registration as per the Act (Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc.):
- c) GSTIN number: in Bidder and Service Site States
- d) Registered/ Certified Offices from where the Services would be supported and Place of Service Site for GST Purpose:
- e) Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts):
.....

Documents to be submitted: Self-attested Copies of PAN card and GSTIN Registration.

3. Certificate to be Submitted by Bidder. A certificate to be submitted by the bidder on the Letter Head of their Firm/Company as under:-

“This is to certify that _____ is my official mobile number and _____ is my official e-mail id. Any communication done by the buyer on these above said mobile number /e-mail through buyer official mobile/e-mail will be treated as an official communication. Buyer reserves the rights to produce these communications during legal proceedings as a form of legal communication from buyer”.

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

[Name & address of Bidder and seal of company]

TERMS AND CONDITIONS - COMPLIANCE

(To be submitted as part of Technical bid on Company Letter-Head)

Bidder's Name and Complete Address _____

Tender Document No. _____; Tender Title: _____

Note to Bidders: Fill up this Form regarding Terms and Conditions in the Tender Document, maintaining the same numbering and structure. Add additional details not covered elsewhere in your bid in this regard.

Sl. No.	Ref of Tender Document Section, Clause		Subject	Confirmation/ Deviation/ Exception/ reservation	Justification/ Reason
	Section/Para	Clause/ Sub-Clause/Sub Para			

We shall comply with, abide by, and accept without variation, deviation, or reservation all terms and conditions of the Tender Document, except those mentioned above. If mentioned elsewhere in our bid, contrary terms and conditions shall not be recognised and shall be null and void.

.....
(Signature with date)

.....
(Name and designation)
Duly authorized to sign bid for and on behalf of

.....
.....
[name & address of Bidder and seal of company]
DA: If any, at the option of the Bidder.

BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To
The Director
Indian Institute of Management Calcutta
Diamond Harbour Road, Joka
Kolkata – 700104, West Bengal

Whereas..... (name and address of the Bidder) (hereinafter called “the Bidder”) has undertaken, in pursuance of contract no date..... to delivery (description of Services) (hereinafter called “the contract”).

And Whereas you have stipulated it in the said contract that the Bidder shall furnish you with a bank guarantee by a Commercial bank for the sum specified therein as security for compliance with its obligations as per the contract; And Whereas we have agreed to give the Bidder such a bank guarantee.

Now Therefore we hereby affirm that we are guarantors and responsible to you, on behalf of the Bidder, up to a total of(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Bidder before presenting us with demand. We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall be valid until theday of20.....

Our.....branch at.....*(Name & Address of the*(branch) is liable to pay the guaranteed amount depending on the filing of a claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our* branch a written claim or demand and received by us at our* branch on or before Dt..... otherwise, the bank shall be discharged of all liabilities under this guarantee after that.

(Signature of the authorized officer of the Bank)

.....
.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of Branch

*Preferably at the headquarters of the authority competent to sanction the expenditure for procurement of goods/ service or at the concerned district headquarters or the state headquarters.

NO CLAIM CERTIFICATE
(On company Letter-head)

Bidder's Name and Complete Address _____
[Address and Contact Details]
Bidder's Reference No. _____ Date.....

To
The Director
Indian Institute of Management Calcutta
DH Road, Joka, Kolkata - 700104

No Claim Certificate

Sub: Contract Agreement no. ----- dated -----for the supply of -----

We have received the sum of Rs. (Rupees _____ only) as final settlement due to us for the supply of _____ under the above mentioned contract agreement.

We have received all the amounts payable to us with this payment and have no outstanding dispute of any description whatsoever regarding the amounts worked out as payable to us and received by us.

We hereby unconditionally and without any reservation whatsoever, certify that we shall have no further claim whatsoever, of any description, on any account, against the Procuring Entity, under contract above. We shall continue to be bound by the terms and conditions of the contract agreement regarding its performance.

Yours faithfully,

Signatures of the bidder or
officer authorised to sign the contract documents.
on behalf of the Bidder

(company Seal)

Date:

Place:

TECHNICAL SPECIFICATION OF GOODS AND BIDDER ELIGIBILITY CRITERIA**Technical Spec and SLA**

Backup ILL spec: -

I. Lease Line Connectivity

Description	BANDWIDTH
ILL	500 Mbps (1:1, Uncompressed, Unfiltered, Unshared)

II. Address Space:

Description	Address Space
IPv4 address space for ILL	16 IPv4 addresses on one subnet (/28)

III MRTG access through online portal:

Multi Router Traffic Grapher (MRTG) access through online portal must be provided by ISP for ILL. The following features should be available in **MRTG**:-

- 1) Bandwidth (Hourly, Daily, Weekly, Monthly categorization).
- 2) Availability (Hourly, Daily, Weekly, Monthly categorization).
- 3) Latency (Hourly, Daily, Weekly, Monthly categorization). (optional)
- 4) Summary of the above in one page.

Other relevant details (e.g. Requirement and SLA) can be found on **Appendix 'A'** (page-17)

BIDDER ELIGIBILITY CRITERIA

Refer to **PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED,**

Para 2. Eligibility Criteria

Sl. No.	Description	Document to be Uploaded	Reference Page no.
1	Bidder should not be Debarred in any PSU OR Govt. organization/Institution	Supporting document or self-declaration in Letter Head	
2	Must be registered under Goods & Service Tax Act.	Self-Attested GST Registration Certificate to be furnished	
3	Bidder's Average Annual Turnover in the last three Financial years (2019-20, 2020-21 & 2021-22) has to be at least INR 50 Lakh.	Audited Balance sheet. All three balance sheet should have to submit.	
4	Other documents required	Please upload scanned copies of: 1. PAN, 2. Contact Details, 3. BOQ, 4. Escalation Matrix 5. Bid security Declaration	
5	Existing service providers are ineligible to participate as the tendering is made for a backup line to provide support of uninterrupted services when there is interruption of services by the existing service provider. (Except M/s. AIRTEL as the tender is for the ILL provided by M/s. AIRTEL)	Undertaking to the effect that the agency is not providing Internet Lease Line service to the Institute at the time of submission of tender.	
6	The ISP should be a member of NIXI (National Internet Exchange of India).	Documentary evidence to be produced	

7	Tier I / Class A ISP – The bidder should have Class A / Unified License (UL) ISP License.	Documentary evidence to be produced	
8	The ISP should have at least 3 Cable Landing stations (Multiple international path) or should have leased capacity in at least 3 Cable Landing stations (Multiple international path) as International Gateways in India.	Documentary evidence to be produced	
9	The ISP should have at least 5 international Points of Presence (PoP)	Documentary evidence to be produced	
10	Bidder should have minimum 100 Gbps of Aggregate exit capacity from India.	Documentary evidence to be produced	
11	The bidder should have at least an aggregate bandwidth of 100Gbps of subscribed customers.	Documentary evidence to be produced	
12	The ISP should provide the Last mile connection through Optical Fiber Cable (Underground).	Documentary evidence to be produced	
13	The bidder should support IPv6 on the Internet backbone with Dual stackable capacity.	Documentary evidence to be produced	
14	ISP should have their own/direct access to international gateway in India, for providing Internet bandwidth, which should be connected onto international fiber systems only (not on satellite).	Documentary evidence to be produced	
15	The ISP should have a Fully functional Customer Service Centre in West Bengal which is operational 24/7.	Documentary evidence to be produced	
16	The bidder should have Total Aggregate Backbone capacity of more than 500Gbps.	Documentary evidence to be produced	
17	The ISP should have fully resilient and self-healing network architecture, on fiber medium, for the domestic backbone up to the international gateway in India.	Documentary evidence to be produced	
18	The ISP should have centralized trouble ticketing software for call logging, monitoring and Troubleshooting purpose which should be operational 24x7x365 with online call login facility through e-mail, toll free no. And it should be accessible from anywhere in INDIA.	Documentary evidence to be produced	
19	ISP Should have at least 5 Peering partners globally provides routing flexibility.	Documentary evidence to be produced	
20	ISP Should support port speed up to 10 Gig of capacity.	Documentary evidence to be produced	
21	ISP Should have ISO 27001 Certified. Latest and valid certificate.	Copy of Valid certificate.	
22	ISP Should have 24x7 NOC on a BCP Mode.	Documentary evidence to be produced	
23	ISP should have ring infrastructure to support our SLA Uptime of 99.95%.	Documentary evidence/Original diagram of outside fiber laying- origin to termination.	
24	ISP must have on call engineer for attending any urgent issue at customer Premises.	Self-Declaration	
25	Should have supplied 500 Mbps (1:1) bandwidth or higher to any IIM, IIT, NIT or any deemed University or reputed private university with same or higher technical criteria as mentioned in this tender.	List of customer details with contact no. & order copy	

To be filled and submitted in the Technical bid as per the SLA in the RFP document

To be signed and stamped (In the Company's letterhead)

1. Format for details of Items and services (unpriced bill of material)

SL No.	Maximum Bandwidth (1:1,Uncompressed, Unfiltered, Unshared)	ILL Description	IPv4 address space
1		ILL No 1	

2. Format for details of Assured services

SL NO.	ILL DESCRIPTION	NETWORK AVAILABILITY (UPTIME)	LATENCY(ms.)			PACKET DROP
			US	UK	SINGAPORE	
1.						