



REQUEST FOR PROPOSAL - TECHNICAL

**INDIAN INSTITUTE OF MANAGEMENT ROHTAK
(MANAGEMENT CITY, NH-10, SOUTHERN BYPASS, SUNARIA,
ROHTAK, HARYANA-124010) Phone: 01262-228510**

Tender Enquiry

For

Invitation of Bids for “PURCHASE/HIRING OF INTERNET BACKUP LEASED LINE/LINK (1:1, BANDWIDTH 350 Mbps dedicated ISP Link) on OFC” (Title of RFP) No. IIM-R/ITRC/FY 2020-21/OTE/03 dated 30/07/2020

Processing fee: Rs.500.00 (Rupees Five Hundred only) in the form of DD in favor of “Indian Institute of Management Rohtak”, or by NEFT in to Acct. No. 252201000421, Bank-ICICI Bank, IIM Rohtak Branch, IFSC-ICIC0007244 (Compulsory & Non- refundable in all cases).

Last date and time for depositing the sealed Bids:13/07/2020/15:00 P.M. Hrs (IST)

(The Tender document is to be required to fill online on and uploaded on the <https://tenderwizard.com/iim-rohtak> also Hard copy submitted duly filled and signed using same color ink on all pages by Auth. Signatory/Proprietor with official seal stamped on each pages)

Brief description of Proposal

1. **Online bids uploaded on the <https://tenderwizard.com/iim-rohtak> and in hard copy sealed cover are invited from the ISPs who have their own infrastructure & technical capability/feasibility to provide and supply the requisite/listed services/items as mentioned in Part III of this RFP.** Please super scribe the above mentioned title, RFP number and date of opening of online Bid on the sealed cover to avoid the Bid being declared invalid.

Summary of important dates and details

Sl.	Information	Important Dates/Time
1	Date of Publishing/Floating of Tender	30/07/2020
2.	Date/Time of closing of Tender submission	13/08/2020 15:00 hrs
3.	Date/Time of Opening of Bids (Technical only)	13/08/2020/15:30 hrs
4.	Processing Fee	Rs.500.00 (Five Hundred only) in the form of DD in favor of "Indian Institute of Management Rohtak", or by NEFT in to Acct. No. 252201000421, Bank-ICICI Bank, IIM Rohtak Branch, IFSC-ICIC0007244 (Compulsory & Non-refundable in all cases).
6.	Bid security/EMD(Earnest Money Deposit)	Rs.1,23,750/- (One Lakh Twenty Three Thousand Seven Hundred Fifty Only)
7.	Approximate Tender Value (In Rs.)	Rs.49,50,000/- (Approximate Rs. Forty Nine Lakh and Fifty Thousand only)
8.	Tender/Bid validity period	Minimum 90 days from closing date.
9.	Place of bid opening online	As per given schedule in Room No.101 (First Floor), Administrative block of IIM Rohtak (New Campus at Sunaria, Rohtak, Haryana PIN - 124010).

2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below -

- Bids/queries to be addressed to:** The Director, Indian Institute of Management Rohtak
- Postal address for sending the Bids:** Indian Institute of Management Rohtak (New Campus at Sunaria, Rohtak, Haryana PIN – 124010)
- Name/designation of the contact personnel:** Systems Administrator
- Telephone numbers of the contact personnel:** 01262-228510 (E-mail ID of contact personnel: itrc.iimr@iimrohtak.ac.in)
Fax number: 01262-274051

3. This RFP is divided into five Parts as follows:

- 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.
- 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.
- Part III** – Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.
- Part IV** – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
- Part V** – Contains Evaluation Criteria and Format for Price Bids.

4. This RFP is being **issued with no financial commitment** and IIM Rohtak (the buyer hereafter) reserves the right to change or vary any part thereof at any stage. **Buyer also reserves the right to withdraw** the RFP, should it become necessary at any stage.

Part I – General Information

1. **Last date and time for depositing the Bids:13/08/2020/15:00 Hrs.** (Date to be mentioned in terms of DD MM YEAR) The sealed Bids should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.

2. **Manner of depositing the Bids:** Technical and commercial bids must be submitted in online mode(uploaded on the <https://tenderwizard.com/iim-rohtak>). Hard copy of Technical bid (Sealed Bid) should be dropped in the Tender Box marked as "TENDER BOX NO. ONE" or sent by registered post at the address given above so as to reach by the due date and time. **Late tenders will not be considered.** No responsibility will be taken for postal delay or non-delivery /non-receipt of Bid documents. **Bids sent by Fax or E-mail will not be considered** (unless they have been specifically called for by these modes due to urgency).

3. **Time and date for opening of Bids:13/08/2020/15:30 Hrs** (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. **Location of the Tender Box: "MAIN ENTRANCE GATE OF ADMINISTRATIVE BLOCK" of Indian Institute of Management Rohtak.** Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.

5. **Place of opening of the Bids:** Room No.101 (First Floor), Administrative block of IIM Rohtak. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids and commercial on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.

6. **Two-Bid system- Yes,** Technical and Financial Bids will be opened online the time and date mentioned above. Date of opening of the Commercial Bid will be opened online and 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 Institute.

7. **Forwarding of Bids** – Bids should be forwarded by Bidders under their original memo/letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office by the mode as asked.

8. **Clarification regarding contents of the RFP:** During evaluation and comparison of bids, the Institute may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

9. **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 Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax/email but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the

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 if applicable.

10. Clarification regarding contents of the Bids: During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing/email and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

11. Rejection of Bids: Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD if applicable. Conditional tenders will be summarily rejected.

12. Unwillingness to quote: Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.

13. Validity of Bids: The Bids should remain valid for **minimum 90 days** from the last date of submission of the Bids.

14. Earnest Money Deposit- Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs.1,23,750/- (One Lakh Twenty Three Thousand Seven Hundred Fifty Only)** along with their bids (**must be attached with Technical bid in case of Two bid system**). The EMD may be submitted **in the form of DD in favor of "Indian Institute of Management Rohtak"** payable at Rohtak from any of the public sector banks or a private sector bank authorized to conduct government business or by NEFT in to Acct. No. 252201000421, Bank-ICICI Bank, IIM Rohtak Branch, IFSC- ICIC0007244. EMD is to remain valid for a period of **forty-five days beyond the final bid validity period** of the tender. EMD of the unsuccessful bidders will be returned to them at the earliest or after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The EMD of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Bank Guarantee from the respective party. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC), MSME or any Department of MHRD or MHRD itself. 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.

Part II – Essential Details of Items/Services required

1. Schedule of Requirements – List of items / services required is as follows:

Sl. No.	Item/services description	Period of contract/subscription
1.	Purchase/Hiring of internet backup leased line/link (1:1, Bandwidth 350 MBPS dedicated ISP Link) on OFC till last mile/termination point i.e. Server Room at Administrative Block of IIM Rohtak (New Campus at Sunaria, Rohtak, Haryana PIN – 124010) with total infrastructure setup at service provider/bidders cost (including associated items/equipment's/services)	Initially for three years i.e. 3X365 days (07 days X 24 hrs).

2. Technical specification/scope of work details: Bidders are required to **furnish clause-by-clause compliance to the specific information by bringing out clarity/deviations**, if any in the following format along with technical Bid-

Sl. No.	Min. required technical specifications/scope of work for the services under proposed contract	Offered in package Answer/Fill Yes or No	Variation/deviation from proposal, if any (Put Remarks)
TECHNICAL PARAMETERS			
01	Full 350 Mbps (1:1) Symmetric Bandwidth without any compression factor through OFC Leased Line till Router on 1 GBPS Ethernet ports at last mile		
02	The bidder (Internet Service Provider) must have a valid class 'A' category license from Government of India		
03	The bidder should have adequate bandwidth at the backend to provide the service. On integrated 1 GBPS Ethernet ports.		
04	The Internet connectivity to be provided through own International gateway having quality bandwidth.		
05	Local peering within India with at least (1) other ISP.		
06	The bidder should have fully resilient and self- healing networking architecture on fibre medium for domestic backbone up to international gateway in India.		
07	The bidder should have solution for future scalability of bandwidth.		
08	The bidder shall provide 16 - 32 Nos. of live IP addresses. Should be scalable in future as per the instate requirements		
09	Vendor shall configure the new IP addresses and Gateways on the router.		
10	All supplied equipment & SW shall be maintained by vendor, on-site for the entire period of contract. No charges shall be separately payable by IIM Rohtak. The bidder shall include all incidental costs for upkeep of equipment and license fee, if any in their bid.		
11	All the hardware and software required for implementation of services shall be sole responsibility of the bidder.		
12	This contract between IIM Rohtak and vendor shall be valid for a period of three year from the date of successful implementation of the Internet connectivity.		
13	Vendor/ISP will have to provide 24 hrs X 07 days service		
14	Feasibility for connectivity till termination point have been done in all respect by the bidder/service provider (must be done before submission of bid, no excuse will be entertained for the same at later stage)		

15	The bidder must ensure that they will use different 1:1 physical infrastructure, logical routes for proposed OFC line/link (Applicable in case the participating bidder is already providing similar services to this institute)		
SERVICE LEVEL AGREEMENT (SLA)			
16	The bidder should provide support for trouble shooting on 24 x 7 x 365 basis so that the maximum availability of the internet connectivity is ensured		
17	99. % uptime on a 24 x 7 x 365 basis from IIM Rohtak terminal Point to ISP location.		
18	Packet Loss: Maximum packet loss on a monthly basis shall not exceed 2% in 99% of instances. In case of link failure exceeds by four hrs or more on each occasion, proportionate amount would be deducted as penalty from the due payment in the following quarter.		
TROUBLE SHOOTING AND SERVICE CONDITIONS			
19	Bidder shall respond with a solution within one working hour of reporting of a problem and restore satisfactory operation within four working hours.		
20	Service Review reports & S/W		
21	The bidder shall provide following reports on the WEB for reviewing service parameters <ol style="list-style-type: none"> 1. Actual Bandwidth 2. Summary of usage on monthly basis. 3. Monthly network bandwidth availability. 4. Network latency report etc. 5. Network performance monitoring software (web based) shall be made available in IIM Rohtak premises at no extra cost 		
22	This contract between IIM Rohtak and vendor/service provider shall be valid for the period of three years from the date of successful implementation of the Internet connectivity.		
23	The complete implementation will be done within Thirty (30) Days from the date of work order. If the implementation & commissioning of internet services is not completed <u>by Thirty (30) Days</u> , the order will be cancelled and all the payments terms from IIM Rohtak, shall stand abrogated.		
24	In case of any unavailability of the ILL Link a proportionate amount will be deducted from the quarterly dues/payments.		
25	Payment for the services will be made/released on quarterly basis subject to due verification & successful delivery of services from your end and only after receipt of GST Invoice in originals at IIM Rohtak		
26	Proposal/bids of the bidder, who is already providing ILL services through NKN to the institute may not be considered under this inquiry/proposal by IIM Rohtak		
27	ISP should have its own Infrastructure and Technical (in the vicinity of IIM Rohtak Campus) capability to provide 350 MBPS Internet bandwidth (1:1) on Optical Fibre Media (OFC).		
The service provider must ensure that all benefits as and when announced by TRAI from time-to-time are passed on to the IIM Rohtak in true spirit.			
It is must to attach detailed block diagram/sketch/drawing (for total proposed laying/connectivity) with technical bid.			

3. Contract Period – Three year from effective uptime/date (**except trial period**) and verification/authentication by the ITRC (User dept.) or as per user department requirements. Please note that Contract can be cancelled unilaterally by the Buyer in case items/software/infrastructure/associated services/keys/passwords etc. are not received within stipulated or allowed delivery period. Extension of contracted will be at the sole discretion of the Buyer, with applicability of LD clause.

4. Execution/service delivery period- All infrastructures (including laying of OFC if required) shall be made ready for 100 % connectivity at user end **within 30 days** from signature of contract document by both parties or as per letter of award, if specially mentioned.

4. INCOTERMS for Delivery and Transportation- At supplier's expense.

5. Consignee details – Indian Institute of Management Rohtak (New Campus at Sunaria, Rohtak, Haryana PIN -124010)

Part III – Standard Conditions of RFP

The Bidder is required to give confirmation of their **acceptance of the Standard Conditions** of the Request for Proposal mentioned below **on their original letter head** which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. **Failure to do so may result in rejection of the Bid submitted by the Bidder.**

1. 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, subject to Rohtak (Haryana) jurisdiction.

2. Arbitration: All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to preparation or performance, which cannot be settled amicably, decision of the Director IIM Rohtak will be firm, final and shall be binding on the supplier/service provider.

3. **Effective date of the subscription:** The contract shall come into effect only after signature of contract by both parties and would be effective subject delivery of services as per contract terms & conditions and would remain valid until the completion of the obligations of the parties under the contract. The deliveries, supplies and performance of the services shall commence from the effective date as per letter of award or the purchase order.
4. **Penalty for use of Undue influence:** The Seller 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 Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller 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 Buyer 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 Buyer/Competent Financial Authority (CFA) 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 Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer 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.
5. **Agents / Agency Commission:** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the software/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way in corrector if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above MIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.
6. **Access to Books of Accounts:** In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.
7. **Non-disclosure of Contract documents:** Except with the written consent of the Buyer, Seller or service provider or other party associated with the seller/service provider shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
8. **Liquidated Damages:** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the software/goods/infrastructure or services and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, **liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered software/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 order.**
9. **Termination of Contract:** In case of breach of contract's terms and conditions.
10. **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 or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.
11. **Transfer and Sub-letting:** The Seller 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.
12. **Patents and other Industrial Proprietary Rights:** The prices stated in the present contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial proprietary rights. The Seller shall indemnify the buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.
- 13) **Amendments:** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except 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.
- 14) (i) **Taxes and Duties**
- If Bidder desires to ask for excise duty or GST/Sales Tax / VAT 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.
 - If reimbursement of any Duty/Tax 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.
 - If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.
 - If a Bidder is exempted from payment of any duty/tax up to any value of supplies from them, he should clearly state that no such duty/tax 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 any Duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax 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 such duty/tax 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 such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.
 - Any change in any duty/tax 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 such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of

such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

(ii) Customs Duties –

a). For imported software offered against forward delivery, the Bidder shall quote prices thereof exclusive of customs duty. The Bidder shall specify separately the C.I.F. prices and total amount of customs duty payable. They will also indicate correctly the rate of customs duty applicable along with Indian Customs Tariff Number. Customs duty as actually paid will be reimbursed on production of necessary documents i.e. b). Triplicate copy of the bill of entry; (ii) copy of bill of lading; (iii) a copy of foreign principal's invoice. However, if the Bidder imports the software in question against his own commercial quota Import Licences, he will also be required to submit in addition the triplicate copy of bills of entry etc. a certificate from his Internal Auditor on the bill itself, to the effect that the following items/quantity in the bill of entry related to the software imported against Buyer contract number..... dated.....

c). Subsequent to the reimbursement of customs duty, the Bidder will submit to the concerned Payment Authority a certificate to the effect that he has not obtained any refund of customs duty subsequent to the payment of duty to the Customs authority by him. In addition, he shall also submit to the Paying Authority concerned a certificate immediately after a period of three months from the date of payment of the duty to customs authorities to the effect that he has not applied for refund of the customs duty subsequent to the payment of duty to the customs authorities by him.

d). In case the Bidder obtains any refund of customs duty, subsequently to the payment of the same by him to the customs authorities and reimbursement of the customs duty to him by the Payment Authority, he should forthwith furnish the details of the refund obtained and afford full credit of the same to the Buyer.

(ii) Excise Duty

a). Where the excise duty is payable on advalorem basis, the Bidder should submit along with the tender, the relevant form and the Manufacturer's price list showing the actual assessable value of the software as approved by the Excise authorities.

b). Bidders should note that in case any refund of excise duty is granted to them by Excise authorities in respect of Software supplied under the contract, they will pass on the credit to the Buyer immediately along with a certificate that the credit so passed on relates to the Excise Duty, originally paid for the software supplied under the contract. In case of their failure to do so, within 10 days of the issue of the excise duty refund orders to them by the Excise Authorities the Buyer would be empowered to deduct a sum equivalent to the amount refunded by the Excise Authorities without any further reference to them from any of their outstanding bills against the contract or any other pending Government Contract and that no disputes on this account would be raised by them.

c). The Seller is also required to furnish to the Paying Authority the following certificates:

- Certificate with each bill to the effect that no refund has been obtained in respect of the reimbursement of excise duty made to the Seller during three months immediately preceding the date of the claim covered by the relevant bill.
- Certificate as to whether refunds have been obtained or applied for by them or not in the preceding financial year after the annual Audit of their accounts also indicating details of such refunds/applications, if any.
- A certificate along with the final payment bills of the Seller to the effect whether or not they have any pending appeal/protest for refund or partial refund of excise duties already reimbursed to the Seller by the Government pending with the Excise authorities and if so, the nature, the amount involved, and the position of such appeals.
- An undertaking to the effect that in case it is detected by the Government that any refund from Excise Authority was obtained by the Seller after obtaining reimbursement from the Paying Authority, and if the same is not immediately refunded by the Seller to the Paying Authority giving details and particulars of the transactions, Paying Authority will have full authority to recover such amounts from the Seller's outstanding bills against that particular contract or any other pending Government contracts and that no dispute on this account would be raised by the Seller.
- Unless otherwise specifically agreed to in terms of the contract, the Buyer shall not be liable for any claim on account of fresh imposition and/or increase of Excise Duty on raw materials and/or components used directly in the manufacture of the contracted software taking place during the pendency of the contract.

iii) Sales Tax / VAT/GST

a). If it is desired by the Bidder to ask for Sales tax / GST/VAT to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of sales tax and no liability of sales tax will be developed upon the Buyer.

b). On the Bids quoting sales tax extra, the rate and the nature of Sales Tax applicable at the time of supply should be shown separately. Sales tax will be paid to the Seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax and the same is payable as per the terms of the contract.

v) Octroi Duty & Local Taxes

a). Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorised officer. Seller should ensure that software ordered against contracts placed by this office is exempted from levy of Town Duty/Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.

b). In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the Seller to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or bylaws/ notifications of the Municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

Part IV – Special Conditions of RFP

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below on their original letter head which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. Performance Guarantee: The contracting agency will be required to furnish a Performance Guarantee by way of **Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business for a sum of INR. 2,47,500/- (In words Rupees Two Lakh Forty Seven Thousand Five Hundred only) within 30 days from receipt of the confirmed order/Signing of contract agreement.** Performance Bank Guarantee should be valid beyond 60 days from the expiry of contract period. The format form for PBG deposit will be provided by the institute to the successful bidder.

2. Option Clause: NA.

3. Repeat Order Clause – NA

4. Tolerance Clause – NA

5. **Payment Terms for Indigenous Sellers** - 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/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is available on Institutes website and can be given on request. The payment will be made as per the following terms, on production of the requisite documents:

a. 100% payment in Indian rupees on quarterly basis after successful delivery of services/execution of contract in time and acceptance/authentication by the user department subject to production of invoice in originals with all mandatory documents.

6. **Advance Payments:** No advance payment(s) will be made.

7. **Fall clause** - The following fall clause will form part of the contract placed on successful Bidder -

a. The price charged for the software supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the software or offer to sell software of identical description to any persons/Organisation including the purchaser or any department of the 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 sale price, sells or offer to sell such software to any person/organisation including the Buyer or any Deptt. 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 software of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:--

- Exports by the Seller.
- Sale of goods as original equipment at price lower than lower than the prices charged for normal replacement.
- Sale of goods such as drugs which have expiry dates.
- Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt. Depts, including their undertakings excluding joint sector companies and/or private parties and bodies.

8. **Exchange Rate Variation Clause: Not applicable.** (Price quoted by the bidder must be valid for min. 90 days from tender closing date and no foreign exchange rate variation would be allowed during validity of bid & subsequently awarded order/LOA/signed contract)

9. Risk & Expense clause –

a). Should the software/hardware or any instalment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the software/hardware or any instalment thereof, the Buyer shall after granting the Seller 45 days 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.

b). Should the software or any instalment 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 country, 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.

c). In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other software of the same or similar description to make goods./services.

10. Force Majeure clause

a. Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

b. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

c. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

d. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

e. If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

11. **Suggestions or any technical support requirements** – It is must to provide suggestions in advance with the bid on all technical/infrastructure supports which would be mandatorily or optionally be required from IIM Rohtak's end for successful execution of the project, in absence of the same it would be considered that the service provider/bidder/seller would fulfil/provide/cater for all requirements for seamless execution of the order/contract.

12. **OEM Certificate (If applicable):** In case the Bidder is not the OEM/license holder/proprietor, the agreement/authorisation certificate with the Original developer/license holder/proprietor for sourcing the requisite services shall be submitted.

13. **Import License:** The Bidders are to confirm that they have requisite import license from respective Govt. Authorities and Authorization from the original manufacturer/developer.

14. **Transportation:** At suppliers expense to Indian Institute of Management Rohtak (New Campus at Sunaria, Rohtak, Haryana PIN - 124010)

15. **Air lift:** Not applicable.

16. **Packing and Marking:** At supplier expense.

17. **Quality:** The quality of the software/hardware have to be delivered according to the present Contract & shall correspond to the technical conditions and standards valid for the deliveries of the same in Seller's country or specifications enumerated as per RFP and shall also include therein modification to the software's/hardware as

suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the software/hardware to be supplied under this Contract shall be genuine.

19. **Inspection Authority:** The Inspection will be carried out by the Institute (i.e. ITRC dept.). The mode of Inspection will be Departmental Inspection.

20. **Warranty/Guarantee to be offered by the seller–** As per OEM/license holder/proprietor's warranty/guaranty/online support conditions from activation date.

21. **Product Support:** The following Product/service support clause will form part of the contract placed on successful Bidder –

- The Seller agrees to provide product/service support for the total infrastructure setup under this contract or as agreed mutually for the contract period.
- Breakdown/malfunctioning/maintenance Service:** In case of any breakdown/malfunctioning on receiving a call from the Buyer, the Seller is to provide online/offline maintenance/support service to make the software/hardware serviceable during contract period as per contract conditions.
- Serviceability** -100 % during currency of contract has to be ensured by the seller/service provider/contractor.
- Technical Literature** - The details of technical literature to be supplied at the time of setup (same should be listed, suggested with tender document).
- Training – If any, must be provided by the supplier/service provider firm at their cost at user's end.

22. **Permission/responsibility for laying of OFC –** It would be the sole responsibility of the bidder/service provider/contractor to obtain all necessary permission from all respective Govt. or local authorities for seamless execution of the contract in order to terminate the requisite services/line at user end point (as desired by the user department).

Part V – Evaluation Criteria & Price Bid issues

1. **Evaluation Criteria** - The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. The consideration of taxes and duties in evaluation process will be as follows:

a. The Bidder is required to spell out the rates of Customs duty, Excise duty, GST/VAT, Service Tax, etc in unambiguous terms; otherwise, their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Customs duty / Excise Duty / GST/VAT 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 duties will be entertained after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of Customs duty / Excise Duty / GST/VAT/ 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 Customs duty / Excise Duty / GST/VAT, it should be brought out clearly. Stipulations like, excise duty 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 excise duty 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 excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty, GST/VAT, CST and Service tax with all cess also.

b. Rates must be quoted in Indian rupees in import cases, all the foreign quotes will be brought to a common denomination in Indian Rupees by adopting the RBI/SBI/GOC declared exchange rate.

2. **Price Bid Format:** The Price Bid Format is given below and Bidders are required to fill this up correctly with full details:-

Sl. No.	Item description	Contract Period	Total price in Rs. Excl. taxes	Applicable GST/Taxes in Rs.		Total price in Rs. Incl. all taxes/levies
				@%	@%	
01	Purchase/Hiring of internet backup leased line/link (1:1, Bandwidth 350 MBPS dedicated ISP Link) on OFC" till last mile/termination point i.e. Server Room at Administrative Block of IIM Rohtak (New Campus at Sunaria, Rohtak, Haryana PIN – 124010) with total infrastructure setup at service provider/bidders cost (including associated items/equipment's/services) In accordance with Technical Specifications/details- As mentioned in Part-II Para 2 above	Three years from effective uptime/date (except trial period) and verification/ authentication by the ITRC of IIM Rohtak, _____	NOT TO BE QUOTED			

Note- (i) Rates quoted must be in Indian rupees only and no exchange rate variation would be allowed during validity of offer/bid/contract period.

(ii) Please attach extra sheet if required for detailed breakdown to bring out more clarity on quoted price/category wise.

Please mention type and rates of taxes applicable/included

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Seal and Sign. of Proprietor/ Auth. Signatory/Bidder

Date:/.../2020

(Systems Administrator)
ITRC Department, IIM Rohtak

Check list –

1. Processing fee **Rs.5,00.00** in the form off Acc. Payee DD (**Proof Must be attached with technical bid in originals**).
2. EMD of **Rs.1,23,750/-** in the form off Acc. Payee DD (**Proof Must be attached with technical bid in originals**).
3. Bid document signed & sealed on each page.
4. Self-attested copy of all relevant documents including Power of Attorney, as applicable. (**To be attached with technical bid**)
5. **Technical, must be sealed in separate envelopes and must be re-sealed in a bigger envelop.**
6. Covering/Forwarding letter of bid (technical), financial Bid in online mode only original letter head of the company duly ink signed and stamped with company seal.
7. **Technical and commercial bids must be submitted in online mode. Hard copy of Technical bid must be sealed in separate covers with clear marking on each envelop and both must be re sealed in a bigger envelop with clear marking of tender no and date of opening on it, Technical and commercial bids must be submitted in online mode(uploaded on the <https://tenderwizard.com/iim-rohtak>).**

PLEDGE OF COMPLIANCE

(To be given on original letterhead of the company/firm by the legal owner/authorized signatory of the company/firm)

I,full name, designation....., acting on behalf of M/s.....Company/Agency name & Registered office's full address....., which is an applicant/bidder for purchase & onsite installation of **“PURCHASE/HIRING OF INTERNET BACKUP LEASED LINE/LINK (1:1, BANDWIDTH 350 Mbps dedicated ISP Link) on OFC”** vide Tender no IIM-R/ITRC/FY2020-21/OTE/03 dated 30/07/2020 to the **Indian Institute of Management Rohtak** (Management City, NH-10, Southenn Bypass, Sunaria, Rohtak PIN 124 010) hereby undertake that I/We have no criminal antecedents, never declared bankrupt, never black listed by any Govt./PSU/Autonomous dept./agency/body and we shall abide by all terms and conditions mentioned in this tender document and subsequently issued PO/LoA/Lol/work order/Agreement against the said tender enquiry. In the event of any breach of terms and conditions of this tender and subsequently issued PO/LoA/Lol/work order/Agreement against the said tender enquiry during the entire period of contract, we shall take the full responsibilities of any loss incurred by my agency/company employees/representatives by their negligence to IIM Rohtak including financial, time and reputation as assessed by competent authority of IIM Rohtak and my company/agency will fully compensate to IIM Rohtak for all such losses without ensuing any legal process.

Company's official seal.....
Place:.....
Date:.....

Signature:
Full Name:
Address:
.....
Pin.....
Contact Nos.....
E-mail ID.....



REQUEST FOR PROPOSAL – COMMERCIAL BID/RFP

**INDIAN INSTITUTE OF MANAGEMENT ROHTAK
(MANAGEMENT CITY, NH-10, SOUTHERN BYPASS, SUNARIA,
ROHTAK, HARYANA-124010) Phone: 01262-228510**

Tender Enquiry

For

Invitation of Bids for “PURCHASE/HIRING OF INTERNET BACKUP LEASED LINE/LINK (1:1, BANDWIDTH 350 Mbps dedicated ISP Link) on OFC” (Title of RFP) No. IIM-R/ITRC/FY2020-21/OTE/03 dated 30/07/2020

Processing fee: Rs.500.00 (Rupees Five Hundred only) in the form of DD in favor of “Indian Institute of Management Rohtak”, or by NEFT in to Acct. No. 252201000421, Bank-ICICI Bank, IIM Rohtak Branch, IFSC-ICIC0007244 (Compulsory & Non- refundable in all cases).

Last date and time for depositing the sealed Bids: 13/08/2020/15:00 P.M. Hrs (IST)

(The Tender document is to be are required to fill online on and uploaded on the <https://tenderwizard.com/iim-rohtak> also Hard copy submitted duly filled and signed using same color ink on all pages by Auth. Signatory/Proprietor with official seal stamped on each pages)

**ALL DETAILS, TERMS AND CONDITIONS AS MENTIONED IN TECHNICAL BID ARE SAME
AND ARE ALSO APPLICABLE FOR COMMERCIAL BID**

1. **Price Bid Format:** The Price Bid Format is given below and Bidders are required to fill online on and uploaded on the <https://tenderwizard.com/iim-rohtak> this up correctly with full details:-

Sl. No.	Item description	Contract Period	Total price in Rs. Excl. taxes	Applicable GST/Taxes in Rs.		Total price in Rs. Incl. all taxes/levies
				@	@	
01	Purchase/Hiring of internet backup leased line/link (1:1, Bandwidth 350 MBPS dedicated ISP Link) on OFC" till last mile/termination point i.e. Server Room at Administrative Block of IIM Rohtak (New Campus at Sunaria, Rohtak, Haryana PIN – 124010) with total infrastructure setup at service provider/bidders cost (including associated items/equipment's/services) in accordance with Technical Specifications/details- As mentioned in Part-II Para 2 above	Three years from effective uptime/date (except trial period) and verification/ authentication by the ITRC of IIM Rohtak				
In words Rupees.....						

Note- (i) Rates quoted must be in Indian rupees only and no exchange rate variation would be allowed during validity of offer/bid/contract period.

(ii) Please attach extra sheet if required for detailed breakdown to bring out more clarity on quoted price/category wise.

Please mention type and rates of taxes applicable/included

.....

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Seal and Sign. of Proprietor/ Auth. Signatory/Bidder

Date:/08/2020

(Systems Administrator)
ITRC Department, IIM Rohtak

Check list –

1. Processing fee **Rs.500.00** in the form off Acc. Payee DD (**Proof Must be attached with technical bid in originals**).
2. EMD of **Rs.1,23,750/** in the form off Acc. Payee DD (**Proof Must be attached with technical bid in originals**).
3. Bid document signed & sealed on each page.
4. Self-attested copy of all relevant documents including Power of Attorney, as applicable. (**To be attached with technical bid**)
5. **Both technical, must be sealed in separate envelopes and must be re-sealed in a bigger envelop.**
6. Covering/Forwarding letter bid technical must be on (**separate for each bid**) original letter head of the company duly ink signed and stamped with company seal.
7. **Technical and commercial bids must be submitted in online mode. Hard copy of Technical bid must be sealed in separate covers with clear marking on each envelop and both must be re sealed in a bigger envelop with clear marking of tender no and date of opening on it, Technical and commercial bids must be submitted in online mode(uploaded on the <https://tenderwizard.com/iim-rohtak>).**