



TECHNICAL BID - REQUEST FOR PROPOSAL

**INDIAN INSTITUTE OF MANAGEMENT ROHTAK
(MANAGEMENT CITY, NH-10, SOUTHERN BYPASS, SUNARIA,
ROHTAK, HARYANA-124010) Phone: 01262-228523**

Limited Tender Inquiry

For

Invitation of Bids for “ONSITE UPGRADATION OF NETWORK CONNECTIVITY THROUGH ARMoured OPTIC FIBRE CABLE WITH ASSOCIATED ACTIVE AND PASSIVE COMPONENTS” (Title of RFP) No. IIM-R/FY 2019-20/LTE/02 dated 02/05/2019.

Tender fee: Rs.2,000.00 (Two Thousand only) in the form of DD in favor of “IIM Rohtak General Account”, or by NEFT in to Acct. No.32454536311, Bank-SBI, IFSC-SBIN0004734 (Non-refundable).

Last date and time for depositing the sealed Bids: 24/05/2019/15:30 Hrs (IST)

(The tender document is to be submitted in sealed cover, duly filled and signed using same colour ink on all pages by Auth. Signatory/Proprietor with company’s seal stamped on each page).

Brief description of Proposal

1. Bids (Offline) in sealed covers (in single stage two bid system) are invited for “**Onsite upgradation of network connectivity through armoured optic fibre cable with associated active and passive components**” under which the (duly authorised by the respective OEMs to supply & install major items/equipment’s/components) competent seller/service provider shall supply, install and commission/integrate the ordered/contracted items/services at New Campus of IIM Rohtak, (at Management City, NH-10 Southern Bypass, Sunaria, Rohtak, Haryana PIN-124 010) as per the details listed in Part III of this RFP. Please super scribe the above mentioned title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.

Summary of important dates and details

SI	Information	Important Dates/Time
1	Date of Publishing/Hosting of Tender	02/05/2019
2.	Date/Time of closing of Tender	24/05/2019/15:30 hrs
3.	Date/Time of Opening of Bids (Technical)	24/05/2019/16:00 hrs
4.	Tender Fee	Rs.2,000.00(Two Thousand only) in the form of DD in favor of “IIM Rohtak General Account”, or by NEFT in to Acct. No.32454536311, Bank-SBI, IFSC-SBIN0004734 (Non-refundable).
6.	Estimated tender value	Rs.24,95,000.00 (Rupees Twenty Four Lakh and Ninety Five Thousand only)
7.	Bid security/EMD(Earnest Money Deposit)	Rs.50,000.00 (Rupees Fifty Thousand Only)
8.	Period of validity of Tender	Minimum 90 days from closing date.
9.	Place of opening the Bid	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 (Management City, NH-10, Southern Bypass, Sunaria, Rohtak, Haryana-124010).
- Name/designation of the contact personnel:** S. P. Singh / Stores and Purchase Officer
- Telephone numbers of the contact personnel:** 01262-228523 (Mob.) +91 7082001616
- E-mail ID of contact personnel:** sp.singh@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 the 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: 24/05/2019/15:30 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: Sealed Bids should be either dropped in the Tender Box marked as “**TENDER BOX No.-I**” 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: 24/05/2019/16:00 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 at Management City, NH-10 Southern Bypass, Sunaria, Rohtak, Haryana-124010, only those Bids that are found in the correct (As mentioned above) 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 (New Campus at Sunaria, Rohtak, Haryana PIN - 124010). The Bidders may depute their representatives of appropriate level, duly authorized in writing, to attend the opening of technical Bids and commercials 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, 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 & vetting 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's duly appointed tender committee.

7. Forwarding of Bids – Bids should be forwarded by bidders under their original memo/letter pad inter alia furnishing details like GST number, Bank address with NEFT Account if applicable, etc. and complete postal & e-mail address of their office **with all self-attested copies of relevant document proving their credentials including audited balance sheets (as asked/mentioned below)-**

Sl.	Information required	Details to be furnished by the proposer (It is mandatory to attach self-attested supporting documents to prove your credentials)		
01.	Name of Firm			
02.	Nature/name of business			
03.	Shop/Company Act. registration no & date of reg.			
04.	Registered office address			
05.	Phone of Registered office			
06.	Other offices address with Cont. No./Person Name			
07.	Website/Email ID of Firm			
08.	Name of Proprietor/Managing Director			
09.	Contact no of Proprietor/Managing Director			
10.	PAN No. of Firm/Proprietor			
11.	GST registration no. of Firm if applicable			
12.	Firm's Bank account/NEFT details with IFS Code (attach ECS mandate or copy of cheque)			
13.	Annual Turnover of the company in Rs. (Please attach certified/audited copies of <u>balance sheet</u> of previous three financial years), the bidder firm must have average turnover of Min. Rupees Fifty Lakh only (Rs.50,00,000.00) during previous three FYs	FY 2016-17 (In Rs.)	FY 2017-18 (In Rs.)	FY 2018-19 (In Rs.)

8. Clarification regarding contents of the RFP: A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 05 (five) days prior to the date of opening of the Bids. Reply to the queries and their clarification by the purchaser will be updated on www.iimrohtak.ac.in and www.eprocure.gov.in only; all interested parties/bidders are required to visit the given websites on regular intervals for latest updates/developments.

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 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/EMD.

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 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 **INR 50,000.00 (in words Rupees Fifty Thousand 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 an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee in favour of in the form of DD in favor of "IIM Rohtak General Account", or (by NEFT in to Acct. No.32454536311, Bank-SBI, IFSC-SBIN0004734) from any of the public sector banks or a private sector bank authorized to conduct government business. EMD is to remain valid/deposited for a period of **forty-five days beyond the final bid validity period** of the tender. EMD of the unsuccessful bidders will be returned without any interest whatsoever to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract, subject to due verification/authentication form issuing bank. Submission of EMD is exempted for those Bidders only, who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoHRD or MoHRD itself. The EMD/bid security 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		QTY	Unit
ACTIVE COMPONENTS				
1	12 Port 10G Fiber Switch IP Base		1	Each
1.0.1	SOLN SUPP 8X5XNBD 12 Port 10G Fiber Sw	Associated	1	Each
1.1	Universal support pack/licenses		1	Each
1.2	India AC Type A Power Cable		1	Each
1.3	50CM Type 1 Stacking Cable		1	Each
1.4	Catalyst Stack Power Cable 30 CM		1	Each
1.5	24XS LAN Base to IP Base E- Delivery License		1	Each
1.6	350W AC Config. 1 Power Supply		1	Each
1.7	Config 1 Power Supply Blank		1	Each
1.8	Catalyst Network Module Blank		1	Each
1.9	DNA SUBSCRIPTION	1	Each	
2	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM (Compatible with switches like- CISCO & Brocade and other accessories)		16	Each
3	(Layer 2) Network switches access with 24 port Copper port 1 GBPS throughput with minimum 02 No.1 GBPS Fibre port		15	Each
4	Patch Panel (24 Port loaded with I/O)		15	Each
PASSIVE COMPONENTS				
1	12 Core Outdoor Armoured Optical Fibre Cable OS2		300	Mtrs
2	6 Core Outdoor Armoured Optical Fibre Cable OS2		1200	Mtrs
3	Lubricated HDPE Pipe 40mm		1400	Mtrs
4	GI-Pipe 3"		12	Mtrs
5	24 Port Loaded LIU OS2 LC Type		1	Each
6	12 Port Loaded LIU OS2 LC Type		2	Each
7	6 Port Loaded LIU OS2 LC Type		6	Each
8	Installation of LIU	Services w.r.t. onsite fitment/integration	8	Each
9	Laying of Optical Fibre Cable		300	Mtrs
10	Digging (04 feet depth) of Hard Soil		1400	Mtrs
11	Laying of HDPE Pipe		1400	Mtrs
12	Splicing of Optical Fibre Core		96	Each
13	Testing with OTDR of Optical Fibre Core		96	Each
14	Project Implementation Charges		1	Each

2. Technical bid 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-

Technical specification of required item/services	Offered Make/Model (Please mention clearly)	The offered product/services are in compliance to the asked/required technical specification Answer- in Yes or No	In case of non-compliance/deviation from asked/required technical specification, please provide reason/clarifications in un-ambiguous terms
ACTIVE COMPONENTS			
12 Port 10G Fiber Switch IP Base			
SOLN SUPP 8X5XNBD 12 Port 10G Fiber Sw			
Universal support pack/licenses			
India AC Type A Power Cable			
50CM Type 1 Stacking Cable			
Catalyst Stack Power Cable 30 CM			
24XS LAN Base to IP Base E- Delivery License			
350W AC Config. 1 Power Supply			
Config 1 Power Supply Blank			
Catalyst Network Module Blank			
DNA SUBSCRIPTION			
1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM (Compatible with switches like- CISCO & Brocade and other accessories)			
(Layer 2) Network switches access with 24 port Copper port 1 GBPS throughput with minimum 02 No.1 GBPS Fibre port			
Patch Panel (24 Port loaded with I/O)			
PASSIVE COMPONENTS			
12 Core Outdoor Armoured Optical Fibre Cable OS2			
6 Core Outdoor Armoured Optical Fibre Cable OS2			
Lubricated HDPE Pipe 40mm			
GI-Pipe 3"			
24 Port Loaded LIU OS2 LC Type			
12 Port Loaded LIU OS2 LC Type			
6 Port Loaded LIU OS2 LC Type			
Bidders are requested/ advised to visit the site (IIM Rohtak Campus) before submission of their bids to assess scope of work (including associated civil work) before submission of their bids; no excuse will be entertained at later stage w.r.t. scope of work.			

3. **Delivery (Including onsite installation/commissioning) period** – Within 15 days from purchase/work order issue date.

4. **Delivery/Maintenance/fitment/installation and Transportation** –At supplier/Seller/Service provider's expense.

6. **Consignee details** – Indian Institute of Management Rohtak (Management City, NH-10 Southern Bypass, 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/Seller/Service provider 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.

2. **Effective delivery, commissioning and installation period:** Within 15 days from award of purchase/work order and shall remain valid until the complete obligations by both the parties under the purchase order/agreement/contract. The deliveries, supplies, installation and performance of the items/services shall commence from the effective date of the purchase/work order issue date.

3. Arbitration: In the event of any dispute/difference/question (referred to as "dispute" hereinafter) between the IIM Rohtak and the contracting agency/seller out of or in any way concerning this contract in respect of any matter, which cannot be settled mutually, shall within 30 days from the date one party informs the other in writing that such a dispute exists, be referred to the conciliator appointed by the Director IIM Rohtak or any other competent authority of the institute. The conciliator shall give written decision within 28 days of receipt of a notification of dispute. The conciliator shall be paid per seating basis and the cost (fee, transport charges etc.) of conciliator shall be borne equally by both the parties. In case decision of conciliator is disputed by either of the parties, it may request to the Director IIM Rohtak to appoint an Arbitrator within 28 days of the written decision of the conciliator. In neither party refers the dispute (s) for arbitration within the aforementioned 28 days, the conciliator's decision shall be final and binding. Otherwise the dispute shall be referred to the Arbitrator appointed by the Director IIM Rohtak or any other competent authority of the institute for settlement of the dispute in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

4. Penalty for use of Undue influence: The seller/Seller/Service provider 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 order/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 order/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/Seller/Service provider or any one employed by him or acting on his behalf (whether with or without the knowledge of the seller/Seller/Service provider) or the commission of any offers by the seller/Seller/Service provider 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/Seller/Service provider and recover from the seller/Seller/Service provider the amount of any loss arising from such cancellation. A decision of the Buyer's/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/Seller/Service provider. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the seller/Seller/Service provider 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/Seller/Service provider 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/Service provider confirms and declares to the Buyer that the Seller/Service provider is the original manufacturer of the services/products 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/Service provider; 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/Service provider 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/Service provider 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/Service provider will be liable to refund that amount to the Buyer. The Seller/Service provider 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/Service provider 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/Service provider 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/Service provider, 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, the Seller/Service provider/other party 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 stores/goods and conduct trials, installation of equipment, training, etc. as specified in this contract/purchase order, the Buyer may, at his discretion, withhold any payment until the completion of the supply/commissioning/installation/contract. The BUYER may also deduct from the SELLER as agreed, **liquidated damages to a sum equivalent to 0.5 (Half) per cent of the prices of any portion of stores/services delivered late, for each week or part thereof, subject to the maximum value of the Liquidated Damages being not higher than 10% of the invoice value.**

9. 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 Agency shall be fully responsible for faithful compliance of the provisions of the purchase/Work Order/Agreement. Any breach or failure to perform the same may result in termination of the purchase order/Work Order/Agreement and forfeiture of the security deposit as well as other legal recourse.
- b) The Company providing items/services is declared bankrupt or becomes insolvent.
- c) Any misconduct/misbehaviour on the part of Employees etc. deployed by the seller/agency will not be tolerated and the same must be replaced with suitable and equivalent immediately, failing to comply with same will lead to termination of order/contract.
- d) The Buyer has noticed that the Seller/Service provider has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.

e). The Director, IIM Rohtak reserves the right to reject any or all tenders in whole or in part without assigning any reason thereof and decision of the Director, IIM Rohtak shall be final and binding on the sellers/agencies in respect of any clause covered under the contract

10. Notices: Any notice required or permitted by the contract shall be written in the Hindi or 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/Service provider has no right to give, bargain, sell, assign or sublet or otherwise dispose of the order/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 Property 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 property rights. The seller/service provider 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 manufacturer or use. The Seller/Service provider shall be responsible for the delivery of item/services irrespective of infringement of any or all the rights mentioned above.

13) Amendments: No provision of present proposal/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 order/contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

14) Taxes and Duties

- a. If Bidder desires to ask for GST, statutory compliances, duties etc., 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 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 entertained after the opening of tenders.
- c. 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.
- d. 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 applicable 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.
- e. 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/Service provider. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller/Service provider.

15. Pre-Integrity Pact Clause: An "Integrity Pact" would be signed between the IIM Rohtak and the Bidder for purchase (If required). This is a binding agreement between the Buyer and Bidders for specific contracts in which the Buyer promises that it will not accept bribes during the procurement process and Bidders promise that they will not offer bribes. Under this Pact, the Bidders for specific item/services or contracts agree with the Buyer to carry out the procurement in a specified manner. The Format of Pre-Integrity Clause will be as per the prescribed format will be provided on request (If required). The essential elements of the Pact will be as follows:

- a. A pact (contract) between the IIM Rohtak, "the authority or the "principal" and those companies submitting a tender for this specific activity (the "Bidder");
- b. An undertaking by the Principal that its officials will not demand or accept any bribes, gifts etc., with appropriate disciplinary or criminal sanctions in case of violation;
- c. A statement by each Bidder that it has not paid, and will not pay, any bribes;
- d. An undertaking by each Bidder to disclose all payments made in connection with the Contract in question to anybody (including agents and other middlemen as well as family members, etc., of officials); the disclosure would be made either at the time of submission of Bids or upon demand of the Principal, especially when a suspicion of a violation by that Bidder emerges;
- e. The explicit acceptance by each Bidder that the no-bribery commitment and the disclosure obligation as well as the attendant sanctions remain in force for the winning Bidder until the contract has been fully executed.
- f. Undertaking on behalf of a Bidding company will be made "in the name and on behalf of the company's Chief Executive Officer".
- g. The following set of sanctions shall be enforced for any violation by a Bidder of its commitments or undertakings:
 - i. Denial or loss of contracts;

- ii. Forfeiture of the Bid security and performance bond;
 - iii. Liability for damages to the principal and the competing Bidders; and
 - iv. Debarment of the violator by the Principal for an appropriate period of time.
- h. Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour and compliance program for the implementation of the code of conduct throughout the company.

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 Bidder 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 **equal to 10% of the order/contract value (Incl. GST) within 30 days** of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty/Guarantee or contract. The format form for PBG deposit will be provided by the stores and purchase office of the institute on request.

2. **Option Clause:** The contract will have an Option Clause, wherein the Buyer can exercise an option to procure an **additional 25% 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 this option or not.

3. **Repeat Order Clause** – The contract will have a Repeat Order Clause, wherein the Buyer can **order up to 50% quantity of** the items under the present contract within six months from the date of supply/successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.

4. **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. It will be entirely the discretion of the Buyer to place the Repeat order or not.

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 after successful delivery/installation/commissioning of supplied items in time and acceptance by the user 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 item/services supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the item/services or offer to sell item/services 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 item/services to any person/organisation including the Buyer or 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 item/services 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 quoted in Indian Rupees and the same should be **firm and valid for min. 90 days from tender closing date** and no foreign exchange rate variation would be allowed during validity of bid)

9. Risk & Expense clause –

- a). Should the item/services 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 item/services or any instalment thereof, the Buyer shall after granting the Seller 07 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 item/services 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 07 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 item/services 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 One (01) month, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 15 (Fifteen) 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. Product support – Shall be provided through respective OEM for the items/services under question or as mentioned/asked against each category.

12. OEM Certificate: In case the Bidder is not the OEM, the agreement/authorisation certificate with the respective OEMs for sourcing & supplying major items/equipment/components shall be mandatory.

13. Import License: The Bidders are to confirm that they have requisite import license (If applicable) from respective Govt. Authorities and Authorization from the manufacturer if applicable.

14. Earliest Acceptable version- Latest, date of manufacturing with OEM warranty/certificate to be enclosed with the bill/invoice.

15. Transportation/delivery of items/services: At suppliers expense on site i.e. at Indian Institute of Management Rohtak (New Campus, near Sunaria Village, Rohtak), Haryana PIN-124 010.

16. Packing, Marking, Insurance and forwarding: At supplier expense (All inclusive).

17. Quality: The quality of the item/services must be delivered according to the present order/Contract shall correspond to the technical specifications/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 item/services suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the item/services to be supplied under this Contract shall be genuine.

18. Inspection Authority: The Inspection will be carried out by notified inspecting agency of IIM Rohtak (i.e. ITRC dept.). The mode of Inspection will be Departmental Inspection.

19. Onsite Warranty/Guarantee – As offered by the respective OEMs for all category of items/components under question or Min. one year onsite comprehensive warranty for all mentioned items/services/installation/integration etc. if not mentioned against the respective category or more if offered by the respective OEMs.

Part V – Evaluation Criteria & Price Bid issues

1. Evaluation Criteria - The broad guidelines for evaluation of Bids will be as follows:

- a. Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
- b. In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in the RFP (Part –II, Para-2). The compliance of Technical Bids would be

determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.

c. 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:

- i. In cases where only indigenous Bidders are competing, all taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids.
- ii. In cases where both foreign and indigenous Bidders are competing, following criteria would be followed –
 - In case of foreign Bidders, the basic cost (CIF) quoted by them would be the basis for the purpose of comparison of various tenders.
 - In case of indigenous Bidders, excise duty on fully formed equipment would be offloaded.
 - Sales tax and other local levies, i.e. octroi, entry tax etc. would be ignored in case of indigenous Bidders.

d. The Bidders are required to spell out the rates of Customs duty, Excise duty, GST, 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 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 entreated 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 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, 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 and GST also.

e. In import cases, all the foreign quotes will be brought to a common denomination in Indian Rupees by adopting the exchange rate as BC selling rate of the State Bank of India on the date of the opening of Price Bids.

f. 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.

g. The Buyer reserves the right to evaluate the offers received by using Discounted Cash Flow method. In case cash flow involves more than one currency, the same will be brought to a common denomination in Indian Rupees by adopting exchange rate as BC selling rate of the State Bank of India on the date of the opening of Price Bids.

h. The Lowest reasonable, economical & acceptable bids on consolidated basis (i.e. including all categories requisite items & services, as mentioned in Part-V Para 2 of this RFP/proposal document) will be considered further for placement of contract/Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items, if situation desires. 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.

i. Any other criteria as applicable to suit a particular case.

j. 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/SERVICES DESCRIPTION		QTY	Unit	Unit price in Rs. (Excl. GST)	Applicable GST@..... %	Total price in Rs. (Incl. GST)
ACTIVE COMPONENTS							
1	12 Port 10G Fiber Switch IP Base		1	Each	TO BE FILLED IN OR QUOTED IN COMMERCIAL BID ONLY		
1.0.1	SOLN SUPP 8X5XNBD 12 Port 10G Fiber Sw	Associated	1	Each			
1.1	Universal support pack/licenses		1	Each			
1.2	India AC Type A Power Cable		1	Each			
1.3	50CM Type 1 Stacking Cable		1	Each			
1.4	Catalyst Stack Power Cable 30 CM	Associated	1	Each			

1.5	24XS LAN Base to IP Base E- Delivery License		1	Each	
1.6	350W AC Config. 1 Power Supply		1	Each	
1.7	Config 1 Power Supply Blank		1	Each	
1.8	Catalyst Network Module Blank		1	Each	
1.9	DNA SUBSCRIPTION		1	Each	
2	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM (Compatible with switches like- CISCO & Brocade and other accessories)		16	Each	TO BE FILLED IN OR QUOTED IN COMMERCIAL BID ONLY
3	(Layer 2) Network switches access with 24 port Copper port 1 GBPS throughput with minimum 02 No.1 GBPS Fibre port		15	Each	
4	Patch Panel (24 Port loaded with I/O)		15	Each	
PASSIVE COMPONENTS					
1	12 Core Outdoor Armoured Optical Fibre Cable OS2		300	Mtrs	TO BE FILLED IN OR QUOTED IN COMMERCIAL BID ONLY
2	6 Core Outdoor Armoured Optical Fibre Cable OS2		1200	Mtrs	
3	Lubricated HDPE Pipe 40mm		1400	Mtrs	
4	GI-Pipe 3"		12	Mtrs	
5	24 Port Loaded LIU OS2 LC Type		1	Each	
6	12 Port Loaded LIU OS2 LC Type		2	Each	
7	6 Port Loaded LIU OS2 LC Type		6	Each	
8	Installation of LIU	Services w.r.t. onsite fitment /integration	8	Each	
9	Laying of Optical Fibre Cable		300	Mtrs	
10	Digging (04 feet depth) of Hard Soil		1400	Mtrs	
11	Laying of HDPE Pipe		1400	Mtrs	
12	Splicing of Optical Fibre Core		96	Each	
13	Testing with OTDR of Optical Fibre Core		96	Each	
14	Project Implementation Charges		1	Each	
Grand Total in Rs. (Incl. GST)					
Rounded off in Rs. (Incl. GST)					
In words.....					

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

Date: 02/05/2019

Sd/-
(SP Singh)
Stores and Purchase Officer

Check list –

1. Tender fee **Rs.2,000.00** in the form off Acc. Payee DD or direct debit to the account as given above. (**Proof must be attached with technical bid in originals**).
2. Bid document, all brochures of respective items/accessories with sign & seal on each page and authorisation letter/certificate from respective OEM company.
3. Self-attested copy of all relevant supporting documents (Refer Part-I Para-7 & Part-II Para-2 above) including Power of Attorney, as applicable. (**To be attached with technical bid**)
4. EMD of **Rs.50,000.00** in originals **as per Para.14 (Part-I) of RFP (Must be attached with technical bid in originals)**.
5. **Both technical, Financial bids must be sealed in separate envelopes and must be re-sealed in a bigger envelop.**
6. Covering/Forwarding letter of both bids (technical and financial) shall be on (**separate for each bid**) original letter head of the company duly ink signed and stamped with company seal.
7. Technical bid and commercial bids 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.

PLEDGE OF COMPLIANCE

(To be given on original letter head 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 for purchase &
onsite installation of **“ONSITE UPGRADATION OF NETWORK CONNECTIVITY THROUGH ARMoured OPTIC FIBRE CABLE WITH ASSOCIATED ACTIVE AND PASSIVE COMPONENTS ”** vide **Tender no IIM-R/FY 2018-19/LTE/02 dated 02/05/2019** 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 work order/Agreement against the said tender enquiry. In the event of any breach of terms and conditions of this tender and subsequently issued 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.....



COMMERCIAL BID - REQUEST FOR PROPOSAL

**INDIAN INSTITUTE OF MANAGEMENT ROHTAK
(MANAGEMENT CITY, NH-10, SOUTHERN BYPASS, SUNARIA,
ROHTAK, HARYANA-124010) Phone: 01262-228523**

Limited Tender Inquiry

For

Invitation of Bids for “ONSITE UPGRADATION OF NETWORK CONNECTIVITY THROUGH ARMOURED OPTIC FIBRE CABLE WITH ASSOCIATED ACTIVE AND PASSIVE COMPONENTS” (Title of RFP) No. IIM-R/FY 2019-20/OTE/02 dated 02/05/2019.

Tender fee: Rs.2,000.00 (Two Thousand only) in the form of DD in favor of “IIM Rohtak General Account”, or by NEFT in to Acct. No.32454536311, Bank-SBI, IFSC-SBIN0004734 (Non-refundable).

Last date and time for depositing the sealed Bids: 24/05/2019/15:30 Hrs (IST)

(The tender document is to be submitted in sealed cover, duly filled and signed using same colour ink on all pages by Auth. Signatory/Proprietor with company’s seal stamped on each page).

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

1. **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/SERVICES DESCRIPTION		QTY	Unit	Unit price in Rs. (Excl. GST)	Applicable GST@..... %	Total price in Rs. (Incl. GST)
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12	Splicing of Optical Fibre Core		96	Each			
13	Testing with OTDR of Optical Fibre Core		96	Each			
14	Project Implementation Charges		1	Each			
Grand Total in Rs. (Incl. GST)							
Rounded off in Rs. (Incl. GST)							
In words.....							

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

Sd/-
(SP Singh)
Stores and Purchase Officer

Date: 02/05/2019

Check list -

1. Tender fee **Rs.2,000.00** in the form off Acc. Payee DD or direct debit to the account as given above. **(Proof must be attached with technical bid in originals).**
2. Bid document, all brochures of respective items/accessories with sign & seal on each page and authorisation letter/certificate from respective OEM company.
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