

**GOVERNMENT OF INDIA  
DEPARTMENT OF SPACE  
ISRO HEADQUARTERS (ISRO HQ)  
BANGALORE**

**Tender for Data Centre Restructuring and Rack Solution with  
Integrated Cooling**

**Bids to be submitted online**

**Tender No.: ISRO HQ/ISRO HQ PURCHASE/HQ202400008301 dated 23-10-2024**

## A. Tender Details

Tender No :	<b>ISRO HQ/ISRO HQ PURCHASE/HQ202400008301</b>
Tender Date :	<b>23-10-2024</b>
Tender Classification:	<b>GOODS</b>
Purchase Entity :	<b>ISRO HQ PURCHASE</b>
Centre :	<b>ISRO HEADQUARTERS (ISRO HQ)</b>

## Data Centre Restructuring and Rack Solution with Integrated Cooling

1. This is a TWO - PART bid. Price details shall NOT be mentioned in technical Bid, failing which the offer will be considered as invalid.<br>
2. Last minute clarification on tenders will not be entertained.<br>
3. This is an E Tender. Hence Postal/Fax/Email tenders will not be accepted.<br>
4. Technical Bids will be opened at the scheduled due date & time . No further intimation will be sent to you in this regard. Interested parties can attend the Technical Bid Opening to know the details. <br>
5. Site visit & pre-bid meeting is scheduled as per the tender terms in order to access the actual Scope of work and for any tender clarifications.

### A.1 Tender Schedule

Tender Publish Date :	<b>23-10-2024 17:30</b>
Bid Clarification Due Date :	<b>04-11-2024 16:45</b>
Bid Submission Start Date :	<b>04-11-2024 17:00</b>
Bid Submission Due Date :	<b>22-11-2024 10:00</b>
Bid Opening Date :	<b>22-11-2024 10:01</b>
Price Bid Opening Date :	<b>25-11-2024 16:47</b>

### A.2 Pre-bid Meeting Details

**Date :** 04-11-2024 14:30

**Place :** ISRO HQ

**Location :** BANGALORE

**Centre :** ISRO HEADQUARTERS (ISRO HQ), BANGALORE,  
KARNATAKA

**Details :**

**IMPORTANT**

- Bidders may please note that site visit and pre-bid meeting for this tender is scheduled on 04.11.2024 at the given time-slots: Site visit is scheduled from 2:30 PM to 3:30 PM and Pre-bid meeting is scheduled from 3:30 PM to 4:30 PM.
- Pre-bid meeting for technical discussion/clarifications on RFP will be conducted in both through offline (in-person) and online mode, i.e. vendors can attend the meeting either in-person or through online mode. Pre-bid meeting shall be attended by the vendors along with OEM.
- For ISRO HQ site visit and to attend pre-bid meeting, vendors may take prior appointment from the ISRO HQ Purchase & Stores at [spsos\\_isrohq@isro.gov.in](mailto:spsos_isrohq@isro.gov.in), [psos\\_isrohq@isro.gov.in](mailto:psos_isrohq@isro.gov.in).
- Vendor requiring any clarification on the bidding document may notify ISRO HQ at least 03 days before pre bid meeting by e-mail to [spsos\\_isrohq@isro.gov.in](mailto:spsos_isrohq@isro.gov.in), [psos\\_isrohq@isro.gov.in](mailto:psos_isrohq@isro.gov.in) in the format as Annexure- 7.

## B. Tender Attachments

### Technical Write-up/Drawings

Document : RFP

### Instructions To Vendors

#### 2. PPP Make in India(Non- Divisible Items-Class I & II Local Suppliers Only)

1. A committee (with an external expert from a practicing cost accountant or practicing chartered accountant, if required) constituted for independent verification shall verify the self-declarations & auditor's / accountant's certificates on random basis, as per the requirements.

2. a) The subject item falls under Non-divisible category.

b) The offers sought only from Class-I & Class-II local suppliers

3. Definitions: A supplier or service provider, whose goods, services or works offered for procurement, has local content: i. Equal to or more than 50%: Class-I local supplier. ii. More than 20% but less than 50%: Class-II local supplier. iii. Less than or equal to 20%: Non-local supplier.

4. False declarations will be in breach of code of the integrity for which a bidder or its successor's will not be eligible/debarred for purchase preference from further tenders / pending tenders for two years along with other actions as may be applicable.

5. Foreign OEMs/Agents quoting on behalf of Foreign OEMs are not permitted to quote. High Sea Sales Quotes not permitted. The bids shall be in INR only.

6. If any bidder submits forged / false document along with the tender, offer of such vendors will be summarily rejected and such bidders will be blacklisted for all future tenders

7. In case of a complaint received from any local supplier indicating a need for review / verification of Local content of successful vendor / awarded vendor, for accepting a complaint from such complainant (w.r.t the false declaration given by the successful vendor on the local content), a complaint fee of Rs.2Lakhs or 1% of the locally manufactured items being procured (subject to a maximum Rs. 5Lakhs), whichever was higher, to be paid by demand draft by the complainant. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

8. In cases the quoted price is in excess of Rs.1000 Lakhs (including duties, taxes and freight &

Insurance) the 'Class-I & II local supplier shall provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in case of suppliers other than companies) giving the percentage of local content.

9. In line with Public Procurement (Preference to Make in India), Order 2017 & its amendments issued by Govt. of India from time to time with a view to support the Indian industries, ISRO has implemented "Purchase Preference Policy". The "Purchase Preference" is applicable for the "Class-I Local Supplier" for the goods/ services/ works covered in this tender, subject to the following terms & conditions

10. 'L1' means the lowest technically accepted tender / bid / quotation (i.e. lowest landed cost including duties, taxes and freight & Insurance).

11. 'Local content' means the amount of value added in India (i.e. indigenous items/services added in the offered products/ services/ works) be the total value of the item offered (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties/IGST) as a proportion of the total value (excluding net domestic indirect taxes), in percent.

12. 'Margin of purchase preference' means the maximum extent to which the price quoted by the "Class-I local supplier" above the L1 (landed cost).

13. Purchase Preference Policy:- Goods/Works which are not divisible (ie., required quantity is 1 or as a package) and Services:

a) If L1 is from a 'Class-I local supplier', the contract will be awarded to L1 bidder.

b) If L1 is not from a 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference (i.e. 20%) and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price (inclusive of duties, taxes and freight & insurance).

c) In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on, and order/contract shall be awarded accordingly. In case where none of the 'Class-I local supplier' within the margin of purchase preference agree to match the L1 price, then the order/contract shall be awarded to the original L1 Bidder.

14. Purchase preference to eligible vendors are applicable as per extant notifications issued by the Government of India.

15. The 'Class-I & II local supplier' should provide a "Self Certification" along with technical offer indicating that the item offered meets the minimum local content as called for in the tender and provide the percentage of local content along with details of the location(s) at which the local value addition is

made. In case of two bid tenders, it is mandatory to indicate compliance to MLC(minimum Local Content) in technical bid zone.

16. The ink-signed certificate shall be provided on vendors letter head along with the offer (in case of online tender, copy of ink-signed certificate shall be uploaded along with your offer under concerned tab. Original in Hard copy shall be produced on request). In case of non-submission of certificate, the purchase preference shall not apply.

17. The margin of Purchase Preference shall be up to 20%.

18. The Public Procurement (Preference to Make in India), Order 2017 issued by Govt. of India indicates that if there are any general or specific restrictive clauses to restrict participation of Indian companies in those countries procurement tenders, reciprocity clause need to be invoked as per the order. Hence, if ISRO or Govt. of India come across that Indian suppliers of an item are not allowed to participate and / or compete in procurement by your government, the bid submitted by you will be not be considered and excluded from eligibility for procurement. Please note this point.

19. This tender is proposed as a DOMESTIC TENDER. This tender is restricted only to Class-I and Class-II Local Suppliers as defined under DPIIT Order dtd 04/06/2020- Preference to Make in India Order-2017 Revision. Non-Local Suppliers need not quote

20. Works means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'. Works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

### **3. Two Part Instructions**

1. Technical Bids will be opened at the scheduled due date & time. No further intimation will be sent in this regard. The schedule for price bid opening shown is only indicative. Price bids will only be opened in the case of parties who have been techno-commercially accepted, the details of which will be communicated at a later stage.

2. Tenderers are advised NOT TO UPLOAD any documents revealing the price of the main equipment, accessories, spares or AMC. They are however, requested to upload UNPRICED BIDS (i.e. Price details masked) showing appropriate break-up of components of main equipment, individual accessories and spares as desired.

3. This is a TWO-PART tender i.e. Techno-Commercial Bid (Part-I) and Price Bid (Part-II) shall be submitted separately. All technical and commercial terms and conditions shall be furnished in the Techno-Commercial Bid while price shall be indicated only in the Price Bid. Uploading price details anywhere else other than the price-bid shall lead to unconditional rejection of the tender. Pleasemake

note of the same

#### **4. Conditions for BIDDER FROM A COUNTRY WHICH SHARES LAND BORDER WITH INDIA**

1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender, only if the bidder is registered with the Competent Authority. Competent Authority for the purpose of registration shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
2. Any false declaration and non-compliance of the above would be a ground for immediate rejection of offer or termination of the contract and further legal action in accordance with the laws.
3. Validity of Registration: Registration should be valid at the time of submission of bids and should be valid at the time of placement of Order.

#### **5. Instructions to Vendors**

1. Last minute clarification on tenders will not be entertained.
2. This is an E Tender. Hence Postal/Fax/Email tenders will not be accepted.

#### **6. COMPREHENSIVE AMC TERMS & CONDITIONS**

1. After the completion of each call, a Service Report shall be generated which contains the nature of fault reported, details of work carried out, spare parts replaced, user details and user signature.
2. ARBITRATION: In the event of any disputes, differences or claims arising out of or relating to the interpretation and application of the Contract, such disputes or differences or claims shall be settled amicably by mutual consultations of the good Offices of the respective Parties and recognizing their mutual interests attempt to reach a solution satisfactory to both the parties. If such a resolution is not possible, within 30 days from the date of receipt of written notice of the existence of such disputes, then the unresolved disputes or differences or claims shall be referred to the Sole Arbitrator appointed by the Parties by mutual consent in accordance with the rules and procedures of Arbitration and Conciliation Amendment Act 2015 as amended from time to time. The arbitration shall be conducted in Bengaluru in the Arbitration and Conciliation Centre Bengaluru, Domestic and International, as per its rules and regulations. The expenses for the Arbitration shall be shared equally or as may be determined by the Arbitrator. The considered and written decision of the Arbitrator shall be final and binding between the Parties. The applicable language for Arbitration shall be English only. Work under the Contract shall be continued by the CONTRACTOR during the pendency of arbitration proceedings, without prejudice to a final adjustment in accordance with the decision of the Arbitrator unless otherwise directed in writing by the DEPARTMENT or unless the matter is such that the works cannot

be possibly continued until the decision whether final or interim of the Arbitrator is obtained.

3. As and when the replacement of spare parts is arranged, the same shall be replaced in the presence of our Focal Point. After the replacement of the spare parts, the Service provider shall demonstrate the working of the machine/Equipment. The defective parts shall be taken out of ISRO/DOS by the Service Provider only after satisfactory completion of the repair duly certified by the concerned Focal point or their representative.

4. Compensation for damages caused for person, goods or property: The Service Provider shall indemnify and hold harmless ISRO/DOS and/or any officer, employee or assignee thereof against any loss, damage or expenses resulting from damage to property or personal injury arising out of wilful misconduct or gross negligence of the contractor or their personnel in the execution of work under this contract. The Service Provider shall, at its expense, defend any suit or proceedings brought against ISRO/DOS on account thereof, and shall satisfy all judgements and pay all expenses which may be incurred by or rendered against them, or any of them, in connection therewith.

5. Consolidated SD cum PBG: If both SD and PBG are applicable, a Consolidated SD cum PBG for 3% order value can be submitted in the form of Bank Guarantee from a Scheduled Bank, valid till successful completion of all contractual obligations, including the warranty period.

6. During the contract period, ISRO/DOS will not provide any man power support or tools for servicing the machines/Equipment. All these requirements should be met by the Service Provider.

7. GSTIN, Rate & HSN Code: Vendors registered under GST shall mention their GSTIN, applicable rate and HSN code wherever necessary as per GST Law. GST extra as applicable shall be reimbursed by ISRO/DOS, against proof of payment.

8. Guarantee & replacement: Our requirement of Guarantee is 12 months.

9. If the repair of system could not be carried out within our premises, the same shall be taken back to the contractor's premises for necessary repair/rectification only on submission of Bank Guarantee issued by a Nationalised/Scheduled bank towards the value of the material being taken or a standby machine of equivalent capacity shall be provided as a security for our machine/equipment.

10. ISRO/DOS reserves the right to add or bring down any number of machines during the currency of the contract.

11. ISRO/DOS shall not be responsible for any damages, loss, claims, financial or other injury to any workforce deployed by the contractor in the course of their performing the duties, or for any payment towards any compensation.



12. Jurisdiction: The Courts of Bangalore only shall have the jurisdiction to deal with the award and decide and matter relating to the disputes arising out of the contract.
13. Parallel Contracts: ISRO/DOS reserves the right to enter into parallel contract(s) with one or more contractors for similar services.
14. Payment shall be made on quarterly basis duly certified by the respective Focal Point(s). The Bills shall be submitted to Purchase & Stores Officer ISROHQ Bangalore. The payment shall be made within 30 days of receipt of Bills.
15. Performance Bank Guarantee (PBG): PBG @ 3% of order value to be submitted in the form of Bank Guarantee from a Scheduled Bank, valid till successful completion of all contractual obligations, including the warranty period, in case PO/Contract is awarded.
16. Security Deposit: SD will be applicable if the Purchase Order value is above Rs.5 lakhs. SD @ 3% of order value to be submitted in the form of Bank Guarantee from a Scheduled Bank, valid till successful completion of PO / Contract, if awarded
17. Short closing and Termination: Under the normal circumstances, Termination/Short closing of the contract is not foreseen. However, in case of continued non-performance of the contract, ISRO/DOS reserves the right to terminate the contract wholly or partly by giving written notice of not less than 30 days. ISRO/DOS reserves the right to terminate the contract at any time by giving 30 days prior notice without assigning any reasons.
18. Subletting of contract:: The contract shall not be sublet, transferred or assigned to any other firm without the prior written approval of ISRO/DOS.
19. The defective parts should be replaced with new and genuine spare parts. The defective parts removed from the machine/equipment after replacing with. the new parts without any extra cost shall be the property of the contractor.
20. The Rates shall be firm, fixed and valid till the currency of the contract.
21. The service engineers shall address all complaints relating to all hardware and software during the working hours from Monday through Friday. In case of any emergency, Service Engineers should be made available at ISRO/DOS on holidays/after working hours also in case of any unattended complaints, additional services shall be extended irrespective of time and day.
22. The Service Provider shall be solely responsible for the redressal of grievances/resolution of disputes relating to employees deployed for maintenance, ISRO/DOS shall, in no way, responsible for settlement of-such issue whatsoever.

23. The Service Provider shall keep, sufficient stock of those spare parts/components that are required for the repair and maintenance of the machine/equipment.

24. The Service Provider- shall provide phone number, email id and escalation matrix for registering the complaints.

25. The Service Provider shall register at the Security Gate the list of items, tools, equipment's etc. which are to be brought inside our office to carry out the repair work. ISRO/DOS is not responsible for any loss of these items.

26. The Service Provider shall replace spare parts as and when required due to normal wear and tear or when conditions warrants as directed by the Focal point.

27. The term 'Service Receiver' shall mean ISRO Headquarters, Antariksh Bhavan, New BEL Road, Bangalore - 560 094. hereinafter referred as ISROHQ.

## **7. Specific Terms and Conditions to Tender (MII-Compliant)**

1. Please quote applicable GST separately.

2. Our standard delivery term is FOR, ISRO HQ. In case any vendor offers delivery term of Ex-works, Packing and Forwarding charges if any should be indicated separately either as a percentage of the quoted rate or as a Lumpsum amount.

3. Our standard payment term is 100% within 30 days after receipt and acceptance of the items at our site (after installation and commissioning in cases where installation and commissioning is required).

4. Liquidated Damages: The delivery period quoted should be realistic. The delivery period so quoted and mentioned in the order is the essence of the order/contract. In case of delay in delivery of material as per the delivery schedule, Liquidated Damage @ 0.5% per week or part thereof on the undelivered portion subject to a maximum of 10% of the contract value shall be levied. Wherever, installation and commissioning is also involved, the supply will be deemed to have been completed only when the entire Stores is supplied, installed and accepted.

5. Performance Bank Guarantee: Wherever products offered carry warranty, the warranty should be for one year or as per manufacturers standard warranty term. Against such cases, please confirm submission of Performance Bank Guarantee. The Performance Bank Guarantee should be for 3% of the order value covering the warranty period obtained from any Scheduled Bank on Rs.200/- Non Judicial Stamp Paper and should be valid beyond 2 months from the completion of the warranty period. Alternately vendors can request for withholding 3% payment till completion of the warranty period.

6. Security Deposit: Wherever the offer value is Rs. 5.00 Lakhs or above, the successful tenderer should submit Security Deposit @ 3% of the order value by way of Bank Guarantee / FD Receipt. The Bank Guarantee shall be obtained from any Scheduled Bank on Rs.200/- Non Judicial Stamp Paper and should be valid beyond 2 months from the completion of all contractual obligations. If the Contractor is called upon by the Purchaser to deposit, Security and the Contractor fails to provide the security within the period specified, such failure shall constitute a breach of the Contract, and the Purchaser shall be entitled to make other arrangements for the re-purchase of the stores Contracted at the risk of the Contractor. In case if Security Deposit is submitted and the contractor fails to execute the order, then the security deposit will be forfeited.

7. Note: SD, LD and PBG clauses are mandatory and offers of the vendors who have not agreed for the above conditions will be excluded from the procurement process. Micro and Small Vendors are not exempted from the submission of Security Deposit. Only Govt Departments/PSUs/PSEs can submit Indemnity Bond instead of Bank Guarantee towards SD/PBG.

8. Please upload the Technical Details / Catalogue / Data Sheets (wherever applicable)

9. The offer should be valid for a period of minimum 90 days from the date of opening of Tender and 180 Days for PT Two Part (120 Days for Technical Bid and 60 Days for Price Bid from the date of opening).

10. In order to avail of the benefits extended to by Govt. of India to the Micro and Small Sectors, please submit attested copy of the valid Entrepreneur Memorandum Part-II signed by the General Manager, District Industries Centre / Udyog Adhar / NSIC Registration Certification along with your offer.

11. If any bidder submits forged / false document along with the tender, offer of such vendors will be summarily rejected and such bidders will be blacklisted for all future tenders.

12. Wherever samples are required to be submitted along with the quotation, offer without sample will not be considered.

13. The other attached forms are our standard terms and conditions, which are to be complied with. If any conflict arise between the specific terms and standard terms, then in those cases, the specific terms will prevail over the standard terms.

14. Purchase preference to eligible vendors are applicable as per extant notifications issued by the Government of India.

15. Foreign OEMs/Agents quoting on behalf of Foreign OEMs are not permitted to quote. High Sea Sales Quotes not permitted. The bids shall be in INR only.

16. Definitions: A supplier or service provider, whose goods, services or works offered for procurement, has local content: a) Equal to or more than 50% : Class-I local supplier. b) Minimum 20% but less than 50% : Class-II local supplier. c) Less than 20% : Non-local supplier.

17. Local content means the amount of value added in India (i.e. indigenous items/services added in the offered products/services/works) be the total value of the item offered (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties/IGST) as a proportion of the total value (excluding net domestic indirect taxes), in percent. Indicate extent of Minimum Local Content in offered product/service and location of such value additions.

18. The Class-I & II local supplier should provide a Self Certification along with your offer in PDF format indicating that the item offered meets the minimum local content as called for in the tender as mentioned above and provide the % of local content along with details of the location(s) at which the local value addition is made. In case of two part tenders, it is mandatory to indicate compliance to MLC(minimum local content) in technical bid itself.

19. The Class-I/Class-II Local suppliers, at the time of submitting their offer, shall also indicate percentage of local content and provide self-certification that the item (s) offered meets the local content requirement for Class-I/Class-II Local Suppliers as the case may be. They shall also give details of location (s) at which the local value addition is made.

20. In cases if the item(s) offered exceed Rs. 10 Crores, the Class-I/Class-II Local Suppliers shall provide a Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

21. False Declarations will be in breach of the Code of Integrity under Rule 175 (1) (i) (h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

22. Purchase Preference Policy:- Goods/Works which are divisible in nature (required quantity is greater than 1 or not a package basis): i. If L1 is 'Class-1 local supplier', the order/contract for full quantity shall be awarded to L1 bidder. ii. If L1 bid is not from a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference (i.e. 20%) and contract for that quantity shall be awarded to such Class-I local supplier subject to matching the L1 price (inclusive of duties, taxes and freight & insurance). iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity

and so on, and contract shall be awarded accordingly. In cases where none of the 'Class-I local supplier' within the margin of purchase agree to match L1 price, in such cases 100% quantity shall be ordered on original L1 bidder. iv. In case no offers are received from 'Class-I local supplier' or none of the 'Class-I local supplier' falls within the margin of purchase preference of 20%, the order shall be processed on L1 vendor. v. In case L1 bidder (not a 'Class-I local supplier') is not accepting splitting of order on 50:50 basis, in that case the order/contract shall be awarded to such 'Class-I local supplier' for full quantity subject to matching the L1 price. vi. Regarding MSEs (Indian vendors): a) The following additional aspect as indicated below would be applicable for procurement which are falls under divisible category (i.e., not applicable for indivisible category), in case of participation of MSEs in the tendering who are also complying to the Minimum Local Content (MLC) stipulated in the tender. b) If any Indian vendor satisfies the requirement of MSEs stipulation and also falls within the purchase preference margin as called for in MSME policy (in case of matching L1 price) will be considered for ordering 25% of tendered quantity, the balance quantity / works will be considered for distribution amongst all bidders (including MSEs) as per the purchase preference policy. c) In case no MSEs qualifies for purchase preference or do not match with L1 price then the total tendered quantity will be distributed amongst all bidders as per the purchase preference policy.

23. Purchase Preference Policy:- Goods/Works which are not divisible (ie., required quantity is 1 or as a package) and Services: a) If L1 is from a 'Class-I local supplier', the contract will be awarded to L1 bidder. b) If L1 is not from a 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference (i.e. 20%) and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price (inclusive of duties, taxes and freight & insurance). c) In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on, and order/contract shall be awarded accordingly. In case where none of the 'Class-I local supplier' within the margin of purchase preference agree to match the L1 price, then the order/contract shall be awarded to the original L1 Bidder.

## **8. Specific Terms and Conditions to Tender (detailed)**

1. Please quote applicable GST separately.

2. Our standard delivery term is FOR, ISRO HQ. In case any vendor offers delivery term of Ex-works, Packing and Forwarding charges if any should be indicated separately either as a percentage of the quoted rate or as a Lumpsum amount.

3. Our standard payment term is 100% within 30 days after receipt and acceptance of the items at our site (after installation and commissioning in cases where installation and commissioning is required).

4. Liquidated Damages: The delivery period quoted should be realistic. The delivery period so quoted

and mentioned in the order is the essence of the order/contract. In case of delay in delivery of material as per the delivery schedule, Liquidated Damage @ 0.5% per week or part thereof on the undelivered portion subject to a maximum of 10% of the contract value shall be levied. Wherever, installation and commissioning is also involved, the supply will be deemed to have been completed only when the entire Stores is supplied, installed and accepted.

5. Performance Bank Guarantee: Wherever products offered carry warranty, the warranty should be for one year or as per manufacturers standard warranty term. Against such cases, please confirm submission of Performance Bank Guarantee. The Performance Bank Guarantee should be for 3% of the order value covering the warranty period obtained from any Scheduled Bank on Rs.200/- Non Judicial Stamp Paper and should be valid beyond 2 months from the completion of the warranty period. Alternately vendors can request for withholding 3% payment till completion of the warranty period.

6. Security Deposit: Wherever the offer value is Rs. 5.00 Lakhs or above, the successful tenderer should submit Security Deposit @ 3% of the order value by way of Bank Guarantee / FD Receipt. The Bank Guarantee shall be obtained from any Scheduled Bank on Rs.200/- Non Judicial Stamp Paper and should be valid beyond 2 months from the completion of all contractual obligations. If the Contractor is called upon by the Purchaser to deposit, Security and the Contractor fails to provide the security within the period specified, such failure shall constitute a breach of the Contract, and the Purchaser shall be entitled to make other arrangements for the re-purchase of the stores Contracted at the risk of the Contractor. In case if Security Deposit is submitted and the contractor fails to execute the order, then the security deposit will be forfeited.

7. Note: SD, LD and PBG clauses are mandatory and offers of the vendors who have not agreed for the above conditions will be excluded from the procurement process. Micro and Small Vendors are not exempted from the submission of Security Deposit. Only Govt Departments/PSUs/PSEs can submit Indemnity Bond instead of Bank Guarantee towards SD/PBG.

8. Please upload the Technical Details / Catalogue / Data Sheets (wherever applicable)

9. The offer should be valid for a period of minimum 90 days from the date of opening of Tender and 180 Days for PT Two Part (120 Days for Technical Bid and 60 Days for Price Bid from the date of opening).

10. In order to avail of the benefits extended to by Govt. of India to the Micro and Small Sectors, please submit attested copy of the valid Entrepreneur Memorandum Part-II signed by the General Manager, District Industries Centre / Udyog Adhar / NSIC Registration Certification along with your offer.

11. If any bidder submits forged / false document along with the tender, offer of such vendors will be summarily rejected and such bidders will be blacklisted for all future tenders.

12. Wherever samples are required to be submitted along with the quotation, offer without sample will not be considered.

13. The other attached forms are our standard terms and conditions, which are to be complied with. If any conflict arise between the specific terms and standard terms, then in those cases, the specific terms will prevail over the standard terms.

14. Purchase preference to eligible vendors are applicable as per extant notifications issued by the Government of India.

15. Foreign OEMs/Agents quoting on behalf of Foreign OEMs are not permitted to quote. High Sea Sales Quotes not permitted. The bids shall be in INR only.

16. False Declarations will be in breach of the Code of Integrity under Rule 175 (1) (i) (h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

## **9. Tender terms & conditions -Form B**

1. General Terms

2. ISROHQ invites offers through e-tender portal <https://eproc.isro.gov.in> for the supply of following items.

3. Only online tenders will be accepted. No manual/Postal/e-mail/Fax Offers will be entertained.

4. No Tender Fees Applicable.

5. Taxes and/or other duties/levies legally leviable and intended to be claimed should be distinctly shown separately in the bid.

6. As a Government of India Department, this office is exempted from payment of Octroi and similar local levies. Tenderers shall ensure that necessary Exemption Certificates are obtained by them from the Purchase Officer concerned to avoid any payment of such levies.

7. Your quotation should be valid for 90 days from the date of opening of the tender.

8. Prices are required to be quoted according to the units indicated in tender. When quotations are given in terms of units other than those specified in the tender form, relationship between the two sets

of units must be furnished.

9. Preference will be given to those tenders offering supplies from ready stocks and on the basis of FOR destination/delivery at site.

10. All available technical literature, catalogues and other data in support of the specifications and details of the items should be furnished along with the offer.

11. Samples, if called for, should be submitted free of all charges by the tenderer and the Purchaser shall not be responsible for any loss or damage thereof due to any reason whatsoever. In the event of non acceptance of tender, the tenderer will have to remove the samples at his own expense.

12. Approximate net and gross weight of the items offered shall be indicated in your offer. If dimensional details are available the same should also be indicated in your offer.

13. Specifications: Stores offered should strictly confirm to our specifications. Deviations, if any, should be clearly indicated by the tenderer in his quotation. The tenderer should also indicate the Make/Type number of the stores offered and provide catalogues, technical literature and samples, wherever necessary, along with the quotations. Test Certificates, wherever necessary, should be forwarded along with supplies. Wherever options have been called for in our specifications, the tenderer should address all such options. Wherever specifically mentioned by us, the tenderer could suggest changes to specifications with appropriate response for the same.

14. The purchaser shall be under no obligation to accept the lowest or any tender and reserves the right of acceptance of the whole or any part of the tender or portions of the quantity offered and the tenderers shall supply the same at the rates quoted.

15. All amounts shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail.

16. The tenderer should supply along with his tender, the name of his bankers as well as the latest Income-Tax clearance certificate duly countersigned by the Income-Tax Officer of the Circle concerned under the seal of his office, if required by the Purchaser.

17. The Purchaser reserves the right to place order on the successful tenderer for additional quantity up to 25% of the quantity offered by them at the rates quoted.

18. The authority of the person signing the tender, if called for, should be produced.

19. Strict Compliance to our Commercial Terms and Conditions will have to be followed by the



Vendor(s) or otherwise, your offer will be rejected.

20. Please peruse Tender Conditions properly while submitting the Quotation.

## 21. TERMS & CONDITIONS OF TENDER

22. The term Purchaser shall mean the President of India or his successors or assigns.

23. The term Contractor shall mean, the person, firm or company with whom or with which the order for the supply of stores is placed and shall be deemed to include the Contractor's successors, representative, heirs, executors and administrators unless excluded by the Contract.

24. The term Stores shall mean what the Contractor agrees to supply under the Contract as specified in the Purchase Order including erection of plants & machinery and subsequent testing, should such a condition is included in the Purchase Order.

25. The term Purchase Order shall mean the communication signed on behalf of the Purchaser by an Officer duly authorised intimating the acceptance on behalf of the Purchaser on the terms and conditions mentioned or referred to in the said communication accepting the tender or offer of the Contractor for supply of stores or plant, machinery or equipment or part thereof.

26. If, in the opinion of the purchaser, all or any of the stores do not meet the performance or quality requirements specified in the Purchase Order, they may be either rejected or accepted at a price to be fixed by the purchaser and his decision as to rejection and the prices to be fixed shall be final and binding on the Contractor.

27. TDS at the rate of 2 per cent on GST shall be effected from Bill on supply of Goods or Services.

28. GST/or Other Duties/Levies where leviable and intended to be claimed should be distinctly shown separately in the Tender.

29. For the Procurement/providing of Services, the Tenderer[s] are requested to quote the correct percentage of GST.

30. Micro and Small Enterprises [MSEs]:

31. In order to avail the benefits extended by Government of India to the Micro and Small Enterprises [MSEs] in respect of Goods and Services as per provision of the policy, MSEs registered with District Industries Centre [DIC] or Khadi and Village Industries Commission [KVIC] or Khadi and Village Industries Board [KVIB] or Coir Board or National Small Industries Commission [NSIC] or Directorate of

Handicrafts and Handlooms or Udyog Registration Portal, or any other Body specified by Ministry of MSME have to submit a copy of Valid Certificate with self-attestation along with the Technocommercial bid. No Certificate claiming exemption will be entertained after Tender

32. MSEs are entitled for [i] issue of Tender documents Free of Cost [ii] Exemption of Earnest Money Deposit [EMD]. However, Performance Security is mandatory for Goods and Services.

33. If the Tenderer[s] is/are SC/ST/Woman entrepreneur owned MSEs, specific mention for the same should be there in the valid certificate submitted by the tenderer.

34. Tenderers claiming MSME benefit shall furnish copy of UAM No. as uploaded on CPP portal to avail benefit.

35. Tenderers claiming MSME benefit shall furnish copy of UR No. as uploaded on CPP portal to avail benefit.

36. The document solicited from Tenderer should be submitted online. Document has to be submitted in PDF file(s) and attached online.

37. The Tenderers are requested to submit the Bids online at least two days prior to closing date to avoid last minute computer network related problems. Request for the extension of the due date will not be considered.

38. Once the offer is submitted through online mode by the Tenderer, he will not be able to provide/submit a revised offer or make any alteration or change to the offer or any terms contained therein.

39. Public Tender documents will also be uploaded on the ISRO website i.e. [www.isro.gov.in](http://www.isro.gov.in) Interested Tenderers may download the tender documents from website and submit their offers as per details mentioned in the Tender Notification.

40. Bid Securing Declaration: The Tenderers/Bidder have to sign a Bid Securing Declaration accepting that if the Tenderer[s] withdraw or modify their Bids during the period of validity, or if they are awarded the Contract and they fail to sign the Contract, or fail to submit a Security Deposit & Performance Bank Guarantee before the deadline stipulated in the request for Bid Documents, they will be suspended for the period of 2 years and such Tenderer[s] will not be eligible to submit Bids for Contracts with the entity that invited the Bids.

41. Quote should be submitted in Single Part/Two Parts as specified in the Tender Enquiry.

42. All the Tenderers should regularly browse/check the e-mail/s being sent to them from eprocurement portal for initiating appropriate action or for any updates on the Tender.

43. The Tenderer should submit along with his tender the Name of his Bankers, Account Number etc., mandatorily to ISROHQ.

44. Tenderers shall quote Prices in Indian Rupees Only for Indigenous Stores in the Price Template.

45. Tenderers shall submit quotations Through Online Only. The Tender shall be complete in respect of all technical specifications, instructions, drawings, pamphlets and catalogues, as per the tender document. Failure to furnish all information as per the requirements of the tender document and submission of bid not substantially responsive to the tender document shall render the tender liable for rejection. Any/All Bids by way of Fax/E-mail shall not be accepted.

46. All the bids in prescribed form enclosed with tender documents must be submitted before the time and date fixed for the receipt of offers as set forth in the tender document. ISROHQ will not be responsible for non-receipt of tender[s]/offer[s] due to any loss of tender documents and it shall be the sole responsibility of the Tenderer to ensure uploading of the tender[s]/offer[s] within the time fixed and ISROHQ will not be responsible for non-submission of tender(s)/offer(s) within the stipulated date and time due to any software issues or Network issues or Server down. Tenderer(s) shall submit their bid(s) well in advance to overcome last minute glitches. ISROHQ reserves the right to accept or reject any of the tender in full or part without assigning any reasons thereof. Offers received after stipulated time and date will be rejected.

47. If the tender opening date happens to be on an unidentified Holiday due to any reason, including Force Majeure, tender(s) shall be opened on the next working day.

48. PRICES: Tender offering firm prices will be preferred. Where a price variation clause is insisted upon by a tenderer, quotation with a reasonable ceiling should be submitted. Such offers should invariably be supported by the base price taken into account at the time of tendering and also the formula for any such variation/s.

49. SECURITY DEPOSIT:

On acceptance of the tender, the Contractor shall, at the option of the Purchaser and within the period specified by him, deposit with him, in cash or in any other form as the Purchaser may determine, security deposit not exceeding 3% of the value of the Contract as the Purchaser shall specify. If the Contractor is called upon by the Purchaser to deposit, Security and the Contractor fails to provide the security within the period specified, such failure shall constitute a breach of the Contract, and the Purchaser shall be entitled to make other arrangements for the re-purchase of the stores Contracted at the risk of the Contractor clause hereof and/or to recover from the Contractor, damages arising from

such cancellation.

#### 50. GUARANTEE & REPLACEMENT:

51. The Contractor shall guarantee that the stores supplied shall comply fully with the specifications laid down, for material, workmanship and performance.

52. For a period of twelve months after the acceptance of the stores, if any defects are discovered therein or any defects therein found to have developed under proper use, arising from faulty stores design or workmanship, the Contractor shall remedy such defects at his own cost provided he is called upon to do so within a period of 14 months from the date of acceptance thereof by the purchaser who shall state in writing in what respect the stores or any part thereof are faulty.

53. If, in the opinion of the purchaser, it becomes necessary to replace or renew any defective stores such replacement or renewal shall be made by the Contractor free of all costs to the purchaser, provided the notice informing the Contractor of the defect is given by the purchaser in this regard within the said period of 14 months from the date of acceptance thereof.

54. Should the Contractor fail to rectify the defects, the purchaser shall have the right to reject or repair or replace at the cost of the Contractor the whole or any portion of the defective stores.

55. The decision of the purchaser notwithstanding any prior approval or acceptance or inspection thereof on behalf of the purchaser, as to whether or not the stores supplied by the Contractor are defective or any defect has developed within the said period of 12 months or as to whether the nature of the defects requires renewal or replacement, shall be final, conclusive and binding on the Contractor.

56. To fulfil guarantee conditions outlined above, the Contractor shall, at the option of the purchaser, furnish a Bank Guarantee (as prescribed by the purchaser) from a Bank approved by the purchaser for an amount equivalent to 3% of the value of the Contract along with first shipment documents. On the performance and completion of the Contract in all respects, the Bank Guarantee will be returned to the Contractor without any interest.

57. All the replacement stores shall also be guaranteed for a period of 12 months from the date of arrival of the stores at purchaser's site.

58. Even while the 12 months guarantee applies to all stores, in case where a greater period is called for by our specifications then such a specification shall apply in such cases the period of 14 months referred to in clause above shall be the asked for guarantee period plus two months.

#### 59. PACKING FORWARDING & INSURANCE:

The Contractor will be held responsible for the stores being sufficiently and properly packed for transport by rail, road, sea or air to withstand transit hazards and ensure safe arrival at the destination. The packing and marking of packages shall be done by and at the expense of the Contractor. The purchaser will not pay separately for transit insurance, all risks in transit being exclusively of the Contractor and the Purchaser shall pay only for such stores as are actually received in good condition in accordance with the Contract.

#### 60. DESPATCH:

The Contractor is responsible for obtaining a clear receipt from the Transport Authorities specifying the goods despatched. The consignment should be despatched with clear Railway Receipt/Lorry Receipt. If sent in any other mode, it shall be at the risk of the Contractor. Purchaser will take no responsibility for short deliveries or wrong supply of goods when the same are booked on 'said to contain' basis. Purchaser shall pay for only such stores as are actually received by them in accordance with the Contract.

#### 61. TEST CERTIFICATE:

Wherever required, test certificates should be sent along with the despatch documents.

#### 62. ACCEPTANCE OF STORES:

63. The stores shall be tendered by the Contractor for inspection at such places as may be specified by the purchaser at the Contractor's own risk, expense and cost.

64. It is expressly agreed that the acceptance of the stores Contracted for, is subject to final approval by the purchaser, whose decision shall be final.

65. If, in the opinion of the purchaser, all or any of the stores do not meet the performance or quality requirements specified in the Purchase Order, they may be either rejected or accepted at a price to be fixed by the purchaser and his decision as to rejection and the prices to be fixed shall be final and binding on the Contractor.

66. If the whole or any part of the stores supplied are rejected in accordance with Clause above, the purchaser shall be at liberty, with or without notice to the Contractor, to purchase in the open market at the expense of the Contractor stores meeting the necessary performance and quality Contracted for in place of those rejected, provided that either the purchase, or the agreement to purchase, from another supplier is made within six months from the date of rejection of the stores as aforesaid.

#### 67. REJECTED STORES:

Rejected stores will remain at destination at the Contractor's risk and responsibility. If instructions for their disposal are not received from the Contractor within a period of 14 days from the date of receipt of the advice of rejection, the purchaser or his representative has, at his discretion, the right to scrap or sell or consign the rejected stores to Contractor's address at the Contractor's entire risk and expense, freight being payable by the Contractor at actuals.

#### 68. DELIVERY:

The time for and the date of delivery of the stores stipulated in the Purchase Order shall be deemed to be the essence of the Contract and delivery must be completed on or before the specified dates.

(b) Should the Contractor fail to deliver the stores or any consignment thereof within the period prescribed for such delivery, the purchaser shall be entitled at his option either

(i) to recover from the Contractor as agreed liquidated damages and not by way of penalty, a sum of 0.5% per week of the price of any stores which the Contractor has failed to deliver as aforesaid or during which the delivery of such store may be in arrears subject to a minimum of 10%, or

(ii) to purchase from elsewhere, without notice to the Contractor on the account and at the risk of the Contractor, the stores not delivered or others of a similar description (where others exactly complying with the particulars, are not, in the opinion of the purchaser, readily procurable, such opinion being final) without cancelling the Contract in respect of the consignment (s) not yet due for delivery, or

(iii) to cancel the Contract or a portion thereof and if so desired to purchase or authorise the purchase of stores not so delivered or others of a similar description (where others exactly if complying with the particulars are not, in the opinion of the purchaser, readily procurable, such opinion final) at the risk and cost of the Contractor. In the event of action being taken as indicated above, the Contractor shall be liable for any loss which the purchaser may sustain on that account, provided that the re-purchase or if there is an agreement to repurchase then such agreement is made within six months from the date of such failure. But the Contractor shall not be entitled to any gain on such re-purchase made against default. The manner and method of such re-purchase shall be at the discretion of the purchaser, whose decision shall be final. It shall not be necessary for the purchaser to serve a notice of such re-purchase on the defaulting Contractor. This right shall be without prejudice to the right of the purchaser to recover damages for breach of Contract by the Contractor.

#### 69. EXTENSION OF TIME:

As soon as it is apparent that the Contract dates cannot be adhered to, an application shall be sent by the Contractor to the purchaser. If failure, on the part of the Contractor, to deliver the stores in proper time shall have arisen from any cause which the purchaser may admit as reasonable ground for an extension of the time (and his decision shall be final) he may allow such additional time as he considers

it to be justified by circumstances, of the case without prejudice to the purchaser's right to recover liquidated damages under clause above thereof.

#### 70. ERECTION OF PLANT & MACHINERY:

Wherever erection of a plant or machinery is the responsibility of the Contractor as per the terms of the Contract and in case the Contractor fails to carry out the erection as and when called upon to do so within the period specified by the purchaser, the purchaser shall have the right to get the erection done through any source of his choice. In such an event, the Contractor shall be liable to bear any additional expenditure that the purchaser is liable to incur towards erection. The Contractor shall, however, not be entitled to any gain due to such an action by the purchaser.

#### 71. PAYMENT:

Contractor's bill will be passed for payment only after the stores have been received, inspected and accepted by the Purchaser.

#### 72. MODE OF PAYMENT:

Normally payment will be made for the accepted stores within 30 days from the date of receipt of the materials.

#### 73. RECOVERY OF SUM DUE:

Whenever any claim for the payment of, whether liquidated or not, money arising out of or under this Contract against the Contractor, the purchaser shall be entitled to recover such sum by appropriating in part or whole, the security deposited by the Contractor, if a security is taken against the Contract. In the event of the security being insufficient or if no security has been taken from the Contractor, then the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this or any other Contract with the purchaser. Should this sum be not sufficient to cover the full amount recoverable, the Contractor shall pay to the purchaser on demand the remaining balance due. Similarly, if the purchaser has or makes any claim, whether liquidated or not, against the Contractor under any other Contract with the purchaser, the payment of all moneys payable under the Contract to the Contractor including the security deposit shall be withheld till such claims of the purchaser are finally adjudicated upon and paid by the Contractor.

#### 74. INDEMNITY:

The Contractor shall warrant and be deemed to have warranted that all stores supplied against this Contract are free and clean of infringement of any Patent, Copyright or Trademark, and shall at all

times indemnify the purchaser against all claims which may be made in respect of the stores for infringement of any right protected by Patent Registration of design or Trade mark and shall take all risk of accidents or damage which may cause a failure of the supply from whatever cause arising and the entire responsibility for sufficiency of all means used by him for the fulfilment of the contract.

#### 75. ARBITRATION:

In the event of any dispute/s difference/s or claim/s arising out of or relating to the interpretation and application of the contract, such dispute/s or difference or claim/s shall be settled amicably by mutual consultations of the good offices of the respective parties and recognizing their mutual interests attempt to reach a solution satisfactory to both the parties. If such a resolution is not possible, within 30 days from the date of receipt of written notice of the existence of such dispute/s, then the unresolved dispute/s or difference/s or claim/s shall be referred to the sole arbitrator appointed by the parties by mutual consent in accordance with the rules and procedures of Arbitration and Conciliation Act 1996 as amended from time to time. The arbitration shall be conducted in Bengaluru in the Arbitration and Conciliation Centre-Bengaluru (Domestic and International) as per its rules and regulations. The expenses for the arbitration shall be shared equally or as may be determined by the arbitrator. The considered and written decision of the arbitrator shall be final and binding between the parties. The applicable language for Arbitration shall be English only.

Work under the contract shall be continued by the contractor during the pendency of arbitration proceedings, without prejudice to a final adjustment in accordance with the decision of the arbitrator unless otherwise directed in writing by the DEPARTMENT or unless the matter is such that works cannot be possibly continued until the decision (whether final or interim) of the Arbitrator is obtained.

#### 76. COUNTER TERMS AND CONDITION OF SUPPLIERS:

Where counter terms and conditions printed or cyclostyled conditions have been offered by the supplier, the same shall not be deemed to have been accepted by the Purchaser, unless specific written acceptance thereof is obtained.

#### 77. SECURITY FOR PURCHASE OF MATERIALS:

Successful tenderer will have to furnish in the form of a bank guarantee or any other form as called for by the purchaser towards adequate security for the materials and properties provided by the Purchaser for the due execution of the Contract.

#### 78. CONTRACTOR'S DEFAULT LIABILITY:

The purchaser may upon written notice of default to the Contractor terminate the Contract in whole or



in part in circumstances detailed hereunder:

If in the judgement of the Purchaser the Contractor fails to make delivery of Stores within the time specified in the Contract/agreement or within the period for which extension has been granted by the Purchaser to the Contractor.

If in the judgement of the Purchaser the Contractor fails to comply with any of the other provisions of this Contract.

79. In the event the Purchaser terminates the Contract in whole or in part as provided in Clause above the In the event the Purchaser terminates the Contract in whole or in part as provided in Clause above the Purchaser reserves the right to Purchase, upon such terms and in such a manner as he may deem appropriate, stores similar to that terminated and the Contractor shall be liable to the Purchaser for any additional costs for such similar stores and/or for liquidated damages for delay as defined in Clause above until such reasonable time as may be required for the final supply of stores.

80. If this Contract is terminated as provided in Clause above the Purchaser in addition to any other rights provided in this Article, may require the Contractor to transfer title and deliver to the Purchaser under any of the following clauses in the manner and as directed by the Purchaser a) Any completed stores. b) Such partially completed stores, drawing, information and Contract rights (hereinafter called manufacturing material) as the Contractor has specifically produced or acquired for the performance of the Contract

as terminated. The Purchaser shall pay to the Contractor the Contract price for completed stores delivered to and accepted, by the purchaser and for manufacturing material delivered and accepted.

81. In the event the Purchaser does not terminate the Contract as provided in Clause above, the Contractor shall continue the performance of the Contract in which case he shall be liable to the purchaser for liquidated damages for delay as set out in Clause above until the stores are accepted.

## 82. DELAY IN COMPLETION / LIQUIDATED DAMAGES:

If the Contractor fails to deliver the stores within the time specified in the Contract or any extension thereof, the purchaser shall recover from the Contractor as liquidated damages a sum of one-half of one percent (0.5 percent) of the Contract price of the undelivered stores for each calendar week of delay.

The total liquidated damages shall not exceed ten percent (10 percent) of the Contract price of the unit or units so delayed. Stores will be deemed to have been delivered only when all their component parts are also delivered at respective sites. If certain components are not delivered in time, the stores will be considered as delayed for respective sites until such time as the missing parts are delivered.

### 83. FORCE MAJEURE CLAUSE:

84. Neither party shall bear responsibility for the complete or partial nonperformance of any of his obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present Purchase Order/Contract) if the non-performance results from such force majeure circumstances such as, but not restricted to, flood, fire, earthquake, civil commotion, sabotage, explosion, epidemic, quarantine restriction, strike, lock-out, freight embargo, acts of the Government either in its sovereign or Contractual capacity, hostility, acts of public enemy and other acts of God as well as war or revolution, military operation, blockade, acts or actions of State authorities or any other circumstance beyond the control of the parties that have arisen after the conclusion of the present Purchase Order/Contract.

85. In such circumstances, the time stipulated for the performance of an obligation under the Purchase Order/Contract may be proportionately extended.

86. The party for whom it has become impossible to meet the obligation under this Contract due to force majeure condition, will notify the other party in writing not later than twenty one days from the date of commencement of the unforeseeable event. Unless otherwise directed by the Centre/Unit in writing, the contractor/supplier shall continue to perform his obligations under the Purchase Order/Contract as far as is practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

87. Any certificate issued by the Chamber of Commerce or any other competent authority or organization of the respective country shall be sufficient proof of commencement and cessation of the above circumstances.

### 88. PERFORMANCE BANK GUARANTEE:

Performance Bank Guarantee (PBG) is obtained as a security for fulfilment of warranty obligations by the vendor after satisfactory execution of the Purchase Order/Contract. PBG at 3% of the value of the Purchase Order shall be furnished by you as per our format from any of the Scheduled Banks executed on non-judicial stamp paper of appropriate value, while claiming 100% payment. PBG shall be valid for a period of sixty days beyond the date for completion of all the terms and conditions of the Purchase Order/expiry date of warranty period.

### 89. SECURITY DEPOSIT CUM PERFORMANCE BANK GUARANTEE:

Security Deposit cum PBG for 3% of the value of the Purchase Order shall be furnished by the contractor as per format enclosed from any of the Scheduled Banks executed on non-judicial stamp paper of appropriate value, within 10 Days from the date of release of purchase order, Security Deposit cum PBG shall be valid for a period of sixty days beyond the date for completion of all the terms and

conditions of the Purchase Order/expiry date of warranty period.

## C. Bid Templates

### C.1 Technical Bid - Data Centre Restructuring and Rack Solution with Integrated Cooling

1. Supply of Rack Solution with Cooling, Access Control, monitoring and alert with 3 years warranty
2. Installation, configuration, commissioning and acceptance of the supplied Integrated Rack Solution along with low side works
3. Relocation, shifting of all existing IT (Active and Passive) equipment from old rack to new rack
4. CAMC of supplied Integrated Rack Solution for 1st year after 3 years of warranty and support
5. CAMC of supplied Integrated Rack Solution for 2nd year after 3 years of warranty and support
6. CAMC of supplied Integrated Rack Solution for 3rd year after 3 years of warranty and support
7. CAMC of supplied Integrated Rack Solution for 4th year after 3 years of warranty and support
8. CAMC of supplied Integrated Rack Solution for 5th year after 3 years of warranty and support

#### Common Specifications (Applicable for all items)

Sl No	Specification	Value	Compliance	Offered Specification	Remark
-------	---------------	-------	------------	-----------------------	--------

1	Clause 20	<p>Specifications of KVM Switch -</p> <ol style="list-style-type: none"> <li>1. Each of the Rack shall include 1 unit of 1U 16 port RJ-45 KVM Switch which shall also include 1 USB port with dual redundant power supply and 1 Gbps LAN port.</li> <li>2. It should support access to the different devices mounted on the rack from the console and over the LAN network at the same time. Supporting resolution up to 1920 x 1200 @ 60 Hz. Shall support multiple user accounts with different access levels, event logging and log server support, system notifications via SMTP support and syslog support.</li> <li>3. Must include all the required accessories for mounting and commissioning of the KVM switch in the rack. Shall include at least 20 nos. of KVM cables with USB based keyboard and mouse to be used for connection of servers with KVM switch.</li> <li>4. LCD/LED Monitor: Must include 1 unit of 1U LCD/LED monitor of minimum 17 inch supported with the supplied KVM switch. Should have integrated Keyboard and touchpad with 2 mouse buttons.</li> </ol>	Yes / No / Explain		
---	-----------	---	--------------------	--	--

2	Clause 21	<p>Specifications of Power Distribution -</p> <ol style="list-style-type: none"> <li>1. Each rack should have 2 Nos 3 Phase 32 A Intelligent PDU (IPDU) with atleast 36 Nos. of C13 sockets and at least 6 nos. of C19 sockets. All outlets should provide high retention to avoid accidental dislodging of power cords. The IPDU should be UL/CE certified.</li> <li>2. Power to each PDU in a rack shall be fed through different UPS sources from the utility rack. Power path under the scope of this RFP should be redundant from end-to-end.</li> <li>3. MCB in each rack/PDUs shall be capable enough to power at least 15 kW of equipment.</li> <li>4. PDUs should not consume any rack space (U) and shall be of protection category IP 20.</li> <li>5. PDU shall be able to integrate with centralized monitoring system for monitoring and alerts via email.</li> <li>6. Input power monitoring up to 3% accuracy shall be supported in PDUs.</li> <li>7. IPDU shall have approval from RoHS, CE/UL, EN and IEC certifications.</li> <li>8. IPDU shall have 2 nos. of network ports - 1 port of 10/100/1000 Mbps &amp; 1 port of 10/100 Mbps for network communication. It shall be hot-swappable, so that it can be replaced without powering off the PDU.</li> <li>9. IPDU must have provision to support power failure sensor etc.</li> </ol>	Yes / No / Explain		
---	-----------	---	--------------------	--	--

		<p>10. IPDU shall have USB support for firmware upgrade, backup, restore device configuration.</p> <p>11. IPDU shall be high temperature grade, operating temp up to 60 C.</p> <p>12. Appropriate no. of power cables for all PDU sockets for all racks to be provided.</p>			
3	Clause 22	<p>Specifications of Access Control -</p> <p>1. One controller should be able to control all front door locks and handles. Each door of the rack shall have a different reader.</p> <p>2. Access control systems and monitoring systems shall run on UPS.</p> <p>3. At least 150 different biometric identity/ access cards should be supported by the system. In case of only access card based lock, 150 access cards should be supplied.</p> <p>4. Different racks doors shall be configured with different access policies i.e. different people can be provided access to different racks.</p> <p>5. Atleast 1,50,000 access log events should be maintained with user information and timestamp.</p> <p>6. Centralized administration of access right across systems should be possible.</p>	Yes / No / Explain		

4	Clause 23	<p>Specifications of Monitoring and Alerts -</p> <ol style="list-style-type: none"> <li>1. The monitoring and alerting system shall be centralized with an ability to monitor sensors placed across all the racks.</li> <li>2. The solution should have IP based monitoring facility of all the environmental parameters like temperature, humidity etc. inside the racks.</li> <li>3. The monitoring system should support dual power input.</li> <li>4. LED lights to depict the status shall be provided for each rack.</li> <li>5. Minimum 7 inch GUI display to be supplied and mounted on integrated smart rack solution for monitoring.</li> <li>6. The system should have a Graphical User Interface accessible through popular browsers, at least from latest version of Firefox, chrome and edge.</li> <li>7. The system shall have capability to monitor, log and generate email and SMS alerts on the events detected by sensor devices/sensors: Temperature, Humidity, fumes, Water Leakage, Fire Detection &amp; Extinguishing, Door access sensor, power supply and UPS etc.</li> <li>8. All the required sensors for each of the IT rack to be supplied along with the monitoring system.</li> <li>9. Temperature sensors to be installed at both front &amp; rear of the rack.</li> <li>10. There should be a provision to store different logs mentioned above on</li> </ol>	Yes / No / Explain		
---	-----------	--	--------------------	--	--



external storage/server in delimited raw format.

11. It should provide atleast one TCP/IP interface for remote monitoring of all components and generate email alerts and warnings.

12. The system should also be connected to Signal Pillar with Audio & Visual alarm extension.

Provisioning of monitoring fault signals with Hooter and lightening alarm.

13. Additionally 1 No. of fire alarm system hooter or Repeater panel with hooter for fire alarm system to be provided and installed in CISF area which is around 350 m away from the Data Centre.

14. It should be able to operate with following  
Protocols:TCP-IPv4, SNMPv1/SNMPv2/SNMPv3/syslog, Telnet/SSH, FTP/SFTP, HTTPS, NTP, DHCP,DNS, SMTP.

15. The central monitoring system should be modular and scalable from future expansion point of view.

16. All components of the datacenter infrastructure proposed in this document should be interconnected using a stand-alone network which should be accessible via gateway from other networks.

17. The system should have feature to generate SMS alerts (Mobile SIM will be provided by ISRO HQ) and transmit them over a GSM unit which

		should be part of the system.			
--	--	-------------------------------	--	--	--

5	Clause 24	<p>Specifications of Cooling System for IT racks and accessories -</p> <ol style="list-style-type: none"> <li>1. System should be Direct Expansion (DX) type Air Conditioning unit with redundancy.</li> <li>2. System should be closed loop precision cooling system with high sensible heat ratio which shall be able to perform effective, energy-efficient and uniform distribution of cooling.</li> <li>3. Cooling unit should utilize multiple temperature sensors placed at the rack to ensure thermal management and control of temperature within the rack.</li> <li>4. The system shall have complete hot and cold aisle separation within the rack to increase the efficiency of cooling system.</li> <li>5. The air routing in the Rack should run horizontal, i.e. the cold air exits in front of the IT components and the warm air drawn in at the rear.</li> <li>6. The cooling system should have N+1 redundancy (units of minimum 50% capacity on standby) in every aspect. Standby unit and extra unit for N+1 redundancy may be same.</li> <li>7. Cooling system should be capable to run for 24X7 operation.</li> <li>8. Power to each cooling unit should be fed through raw power DB from the utility rack.</li> <li>9. Total Cooling capacity should support 70kW @ ambient of 38 degrees Celsius (excluding the</li> </ol>	Yes / No / Explain		
---	-----------	---	--------------------	--	--

redundant unit(s) capacity).

10. The total load may vary from 25 kW to 70 kW. The solution should work for any of the variable load limit.

11. The solution shall be able to function without any windows/split/tower AC in the datacenter room.

12. The compressor should be variable speed scroll compressor, preferably multiple compressors and refrigerant should be of R410a or any other eco-friendly refrigerant.

13. Indoor and outdoor units should be of suitable environment protections for indoor and outdoor applications respectively.

14. The cooling unit should not consume any U rack space within IT racks.

15. Noise level should be 70 dB or less at 1 meter distance.

16. The cooling system should include an integrated EC Fan mounted inside cooling unit.

17. Inbuilt humidifier and heater should be part of the system to cater for the datacenter operating parameters as specified within this document.

18. System should be capable of ensuring temperature and relative humidity between 20°C - 24°C and 40 % to 65 % respectively, in each bay of racks.

6	Clause 25	<p>Specifications of Fire Detection and Suppression System -</p> <ol style="list-style-type: none"> <li>1. Fire system should have at least 4 hours of emergency power supply. Accordingly, provision have to be done by vendor.</li> <li>2. The entire enclosed volume of the Integrated Rack Solution should be protected with fire detection and fire suppression system.</li> <li>3. Fire system shall be integrated with centralized monitoring system for system review and proactive maintenance.</li> <li>4. System should be fully automated and should function without any human intervention.</li> <li>5. Fire detection and suppression master system should not consume more than 1U space in each IT rack.</li> <li>6. NOVEC 1230/ FK-5-1-12 suppression system cylinder must be built-in with sufficient quantity to cater 6 Nos. IT racks of 42U and any additional utility racks in the datacenter (if applicable).</li> <li>7. Fire alarm system to be supplied for fire detection and suppression.</li> <li>8. The solution shall include VESDA (Very Early Smoke Detection Apparatus) system as well.</li> <li>9. VESDA system should be intelligent type and should be compatible with Addressable Fire Alarm system. Necessary addressable module shall be provided to integrate with existing</li> </ol>	Yes / No / Explain		
---	-----------	--	--------------------	--	--

		<p>FACP panel (GST--- make as in ISRO HQ)</p> <p>10. The design, equipment, installation, testing and maintenance of the Clean Agent Suppression System shall be in accordance with the applicable requirements set forth in the latest edition of the NFPA Standards.</p> <p>11. Fire Detection system &amp; detectors should be UL 268 Approved.</p> <p>12. Fire detection and suppression system should be one of the following make: Ravel, Secutron, Honeywell, Hochiki, Notifier, Morley (Honeywell), Siemens, Ziton, Edward, Telefire, Simplex, Thorn Security, Gst (Utc), SchrackSeconet, Ffe Ltd., Securiton or Godrej &amp; Boyce.</p>			
7	Clause 26	<p>Additional Components -</p> <p>1. Main Electrical Panel- 2 nos. of 3 phase DB panel with breaker to be provided for redundancy with diversified path. Both DB Panels should be mounted in the utility rack. 1 No. of 3 phase DB panel with breaker to be provided for cooling unit in the utility rack.</p> <p>2. Ultrasonic Rodent repellent system shall be supplied for the entire solution.</p>	Yes / No / Explain		

8	Clause 27	<p>Specifications of Relocation, shifting of all existing IT &amp; Non IT Equipment -</p> <ol style="list-style-type: none"> <li>1. Installation of 35 nos. of LIU in new racks. Removal and rerouting of 26 nos. of 12 core OFC cables from existing LIUs to new LIUs. The OFCs to be spliced and terminated on new LIUs. ODTR testing to be performed for each fiber and report to be submitted.</li> <li>2. Shifting of the existing set of devices as listed in Annexure-5 would be carried out in phased manner with the approval of ISRO HQ IT team. The activity would be planned on non-working days.</li> <li>3. Labelling of all devices, cables and crimping, dressing of the cables is the responsibility of the vendor.</li> <li>4. Vendor can assess the quantum of work for shifting of devices after visiting the site.</li> <li>5. Any additional passive components like cables, ferules etc. required for shifting of the existing equipment to be accounted by the vendor during bid submission.</li> </ol>	Yes / No / Explain		
---	-----------	---	--------------------	--	--

9	Clause 28	<p>6. System Architecture: In this section, vendor should provide architecture and design document providing complete technical details covering architecture drawing, design, deployment, interfaces with components, data flow, event flow, installation and commissioning model, integration, manuals, day to day operation and maintenance procedure etc. for realizing the integration rack solution.</p> <p>The system design, deployment, commissioning to be done as per the latest Industry standards and recommendations of</p> <ul style="list-style-type: none"> <li>i. ASHRAE &amp; ISHRAE cooling standards</li> <li>ii. IEEE standards for Electrical</li> <li>iii. TIA 942-B for Data Centre</li> <li>iv. NFPA, UL and local fire codes for Safety and security</li> <li>v. ISO standards for processes and procedures.</li> </ul> <p>Infrastructure shall be complied to Data Centre Tier 3 as per TIA – 942 guidelines.</p>	Yes / No / Explain		
---	-----------	---	--------------------	--	--



10	Clause 29	<p>Specifications related to Installation and Commissioning for Overall Solution -</p> <ol style="list-style-type: none"> <li>1. Vendor should supply and carry out installation, testing &amp; commissioning of complete Integrated Rack Solution and all the relevant components required to meet the specifications mentioned in this document. Vendor should take responsibility that all the quoted items are compatible and interoperable with each other.</li> <li>2. Installation of the Integrated Rack Solution and the relevant components has to be carried out by qualified technicians/engineers.</li> <li>3. Vendor should make the system operational.</li> <li>4. <ol style="list-style-type: none"> <li>a. Vendor should deliver all the items within 14 weeks from date of purchase order.</li> <li>b. Installation, commissioning and acceptance of the integrated rack solution shall be carried out within 6 weeks from the date of intimation of site readiness.</li> <li>c. After installation, configuration and self-test by the vendor, vendor shall prepare and submit mutually agreed upon Acceptance Test Document (ATP) document and report of acceptance testing performed by vendor under guidance of ISRO.</li> <li>d. Existing IT devices to be shifted to the new rack</li> </ol> </li> </ol>	Yes / No / Explain		
----	-----------	---	--------------------	--	--

solution within a time period of 12 weeks, after 4 weeks of commissioning and acceptance of the offered solution and upon intimation by ISRO.

5. Vendor shall be responsible to proactively monitor the overall health of the solution during first 3 months after acceptance of the offered solution. Qualified Engineer shall visit on weekly basis to proactively check the system and take appropriate measures to ensure proper functioning of the deployed solution.

6. It shall be the responsibility of the OEM to resolve any performance related issues.

7. At the time of installation and commissioning & configuration, if it is found that some additional hardware accessories or software items with licenses are required to complete the configuration to meet the operational requirement of the configuration which were not included in the Vendor's original list of deliverables, Vendor is required to supply such items to ensure the completeness of the configuration at no extra cost to ISRO. Vendor shall ensure completeness of the list of deliverables in the offer to avoid such discovery during installation.

8. Upgrades to new software versions released during warranty and CAMC

period shall be implemented.

9. Notification about the new compatible released final software versions shall be intimated to ISRO HQ immediately.

10. New compatible software versions should be operationalized at ISRO HQ preferably within 10 days and maximum of 30 days from an operationally stable release with the approval of ISRO HQ.

11. Space of 7200 mm (L) x 1800 mm (D) will be provided for installation of the new rack system. Data Centre drawing with the proposed space for positioning is provided in Annexure – 4.

12. As the setup will be installed in an operational Data Centre, successful vendor to take utmost care while installation so that the existing Data Centre services are not disturbed.

13. 2 nos. of racks shown in Annexure - 4 would be retained in the existing infrastructure and the network to be extended to the existing racks from the IT devices shifted to the proposed set of racks. The activity has to be carried out with minimal disruption to services hosted in the Data Centre.

14. After acceptance of the integrated rack solution, shifting of Active & Passive components to the offered solutions would be scheduled mostly on holidays, Saturdays and Sundays in phase

		<p>manner.</p> <p>15. Single focal point to be identified by the vendor for all the activities mentioned in Annexure– 2.</p> <p>16. ISRO HQ will take up Civil works in phased manner to make the site ready for installation of proposed system. So the schedule for installation, commissioning and acceptance of the proposed system may overlap with the Civil works. Further details of the civil works would be provided in pre-bid meeting. Vendor should consider this aspect while bidding.</p> <p>17. Vendor to provide details of work force that would be deputed for installation, configuration, commissioning of the offered solution in advance before start of installation.</p> <p>18. Any additional civil requirements for installation of the integrated rack solution should be informed by the vendor during pre-bid meeting.</p>			
11	Clause 30	Warranty related Specifications are listed in Clause No. 31 to 37	Yes / No / Explain		

12	Clause 31	Vendor shall provide 03 years 24 x 7 x 365 comprehensive onsite warranty with advance part replacement for hardware with direct principal back line support for all the supplied hardware and software items. The warranty will start from the date of successful Acceptance Testing and operationalization at ISRO HQ. During the warranty period, vendor is required to install upgrades, new releases and handle the faults/problems at no extra cost.	Yes / No / Explain		
13	Clause 32	Supplied hardware and software warranty shall have back to back OEM support. Vendor shall submit the required documents from respective OEMs of Racks, Cooling Systems, Fire Detection & Suppression system.	Yes / No / Explain		
14	Clause 33	In case of hard disk failure (if any), vendor should replace it without any cost implication to ISRO HQ. Faulty Hard Disk will be retained by ISRO HQ (HDD Retention).	Yes / No / Explain		
15	Clause 34	The offered solution shall not have downtime of critical components which leads to non-availability of services hosted in the offered solution for more than 6 hours in a year during the warranty period.	Yes / No / Explain		

16	Clause 35	The mean time to repair/replace for critical components of Cooling and Electrical sub systems shall be less than or equal to 48 hours. However, vendor shall ensure proper redundancy is built-in and configured so that the overall solution is operational and availability of services is not affected due to failure of individual components for a duration more than 6 hours in a year.	Yes / No / Explain		
17	Clause 36	In case warranty support is found unsatisfactory penalty shall be recovered as indicated in Annexure-3.	Yes / No / Explain		
18	Clause 37	In case there is any cost implication due to the required warranty terms, it shall be included and considered at the time of submission of offers only.	Yes / No / Explain		
19	Clause 38	Specifications for Operational Support during Warranty period are listed in Clause No. 39 to 43	Yes / No / Explain		
20	Clause 39	Onsite operational, maintenance and administration support shall be provided by a certified expert engineer from OEM/Vendor during warranty for all the products factored in the solution.	Yes / No / Explain		
21	Clause 40	Vendor shall clearly provide escalation matrix for resolving problems.	Yes / No / Explain		

22	Clause 41	During warranty period, any critical operational issue related to the proposed solution shall be resolved within 6 hours from the time of reporting, failing which penalty shall be recovered as mentioned in Annexure-3.	Yes / No / Explain		
23	Clause 42	Mandatory preventive maintenance shall be carried out once in every three months. Additionally, maintenance during break down calls shall be carried out as and when required.	Yes / No / Explain		
24	Clause 43	As per ISRO policy, remote access over internet of any device (hardware or software) connected on intranet network is not permitted. To address the same, vendor authorized & qualified person only is allowed to visit ISRO HQ campus for required operational support.	Yes / No / Explain		
25	Clause 44	Comprehensive AMC Specifications are listed in Clause No.45 to 55	Yes / No / Explain		
26	Clause 45	The scope of CAMC includes, but not limited to, hardware and software maintenance including supply of spare parts and consumables as part of complete support of the total solution offered by the vendor.	Yes / No / Explain		
27	Clause 46	CAMC period would be for a period of 5 years from date of completion of warranty and support period.	Yes / No / Explain		

28	Clause 47	The vendor shall be directly responsible for carrying out all necessary support services including that of third party OEMs during the entire contractual period.	Yes / No / Explain		
29	Clause 48	During the CAMC period, all updates, upgrades, licenses including renewals, etc. shall be supplied and installed at no additional cost to ISRO. The support shall have to be mandatorily on-site.	Yes / No / Explain		
30	Clause 49	Preventive maintenance for the offered solution to be performed once in 3 months after completion of warranty period and submit the reports. Vendor shall fill up the checklist while undertaking routine checking & mandatory parameters checking and that shall form part of the documents required for claiming payment.	Yes / No / Explain		
31	Clause 50	Vendor shall keep sufficient stock of spares / components those are required for repairs and maintenance of the entire system.	Yes / No / Explain		
32	Clause 51	Maintenance/ repair works if any shall be carried out in a planned manner by taking approval for necessary shutdown from Department in advance.	Yes / No / Explain		
33	Clause 52	Vendor shall provide maintenance services at ISRO HQ, Antariksh Bhavan, Bangalore between 9.30 AM to 6.00 PM on all working days from Monday through Saturday.	Yes / No / Explain		



34	Clause 53	The solution shall not have downtime of critical components which leads to non-availability of services hosted in the offered solution for more than 6 hours in a year during the CAMC period.	Yes / No / Explain		
35	Clause 54	The mean time to repair/replace for critical components of Cooling and Electrical sub systems shall be less than or equal to 48 hours. However, vendor shall ensure proper redundancy is built-in and configured so that the overall solution is operational and availability of services is not affected due to failure of individual components for a duration more than 6 hours in a year.	Yes / No / Explain		
36	Clause 55	Vendor shall attend unlimited number of breakdown calls within 6 hours of intimation/ lodging the complaint and rectify the system for critical issue reported in the supplied Cooling system components, Electrical components which lead to unavailability of services hosted in the supplied racks. In case the break-down calls are not resolved within 6 hours of lodging the complaint/ intimation, down-time compensation / penalty as mentioned in Annexure-3 would be applicable.	Yes / No / Explain		
37	Clause 56	Prerequisite from ISRO HQ are listed in Clause No. 57 to 59	Yes / No / Explain		

38	Clause 57	In case vendor has any prerequisite, approval, assumption, etc. requirements from ISRO HQ for completing installation, testing, commissioning and operations, it should be mentioned explicitly and clearly in this section only.	Yes / No / Explain		
39	Clause 58	<p>ISRO HQ will provide the following:</p> <p>a. Ready physical space to accommodate indoor/outdoor equipment. Floor plan will be shared and vendor has to ensure that each component of the proposed solution accommodates in the designated space.</p> <p>b. Raised floor for routing HVAC pipes, fresh water inlet and drain point for water.</p> <p>c. 2 nos. of 3 phase UPS power supply for IT components and 1 no. 3 phase raw power for Cooling units will be provided till utility rack.</p> <p>d. ISRO HQ will provide input panel with 2 Nos switchgear for UPS of suitable rating and 1 Nos switchgear for cooling equipment</p> <p>e. Lighting of the datacenter room.</p>	Yes / No / Explain		
40	Clause 59	Any component(s)/service(s) apart from the above, which is/are required permanently or during the installation shall be within the scope of the vendor.	Yes / No / Explain		
41	Clause 60	Terms and Conditions are listed in Clause No. 61 to 79	Yes / No / Explain		

42	Clause 61	Vendor shall submit technical and commercial offers complete in all respects. No queries shall be entertained after submission of tenders. Incomplete offers are liable to be rejected.	Yes / No / Explain		
43	Clause 62	Vendor must troubleshoot and resolve any problem arising in their offered solution, hardware and software during the warranty period without any cost implications to ISRO HQ.	Yes / No / Explain		
44	Clause 63	Vendor shall quote items which are supported by OEM till entire contract period.	Yes / No / Explain		
45	Clause 64	Vendor must not quote items which are declared 'End of Sale' by OEM in next 1 year from the date of tender.	Yes / No / Explain		
46	Clause 65	Techno Commercial offer should contain make and model/version of all the components of the solution offered. Bill of Materials should contain components quantity along with their make and specifications.	Yes / No / Explain		
47	Clause 66	All licenses supplied against this tender should be perpetual or have validity till last date of CAMC period.	Yes / No / Explain		
48	Clause 67	No optional item(s) should be quoted. Offers with optional items will be straight forward rejected.	Yes / No / Explain		

49	Clause 1	<p>Introduction: ISRO HQ has its IT infrastructure running on 24X 7 basis and catering various critical services which are used over multiple networks. In order to host such infrastructure, it is decided to have a rack solution with integrated cooling setup in which all the requirements such as cooling, power distribution, backup power, rack space, physical security and safety etc. are integrated and managed as a single system in an efficient manner.</p> <p>The RFP provides the specifications for the required solution. Vendor shall submit the technical and commercial offer, complete in nature and as per the format requested in the RFP with no multiple options. The offer shall include complete details like compliance with specifications, make and model/version no. etc.</p> <p>Proposals are sought from vendors who have experience in installation, commissioning and providing operational support for the stated solution. The required qualifications of Vendors and Original Equipment Manufacturer (OEM) are provided in the RFP. Rights to decide appropriate solution and qualified vendors for the given RFP reserves with ISRO HQ.</p>	Yes / No / Explain		
----	----------	--	--------------------	--	--

50	Clause 2	<p>Scope of work: The requirements are well defined and clearly mentioned in this RFP. As ISRO HQ has covered all elements required, this RFP shall be treated as Scope of work. The Scope of work includes the following but not limited to:</p> <ol style="list-style-type: none"> <li>1. Supply of all the necessary items, delivery at site, unloading, handling, erection, testing, commissioning and operationalization at the site of the proposed Data Center.</li> <li>2. Impart necessary training to minimum 8 ISRO HQ engineers and provide necessary documents regarding the solution.</li> <li>3. Providing onsite operational support during 3-year warranty period.</li> <li>4. Supply of updates and upgrades including new versions of all the software and licenses supplied as part of the tender during the warranty period and CAMC also.</li> <li>5. Shifting (unmount) of existing set of Active components like Servers, firewall, switches, routers etc. and Passive components like LIU, Jack Panels, Cable Managers etc.as listed in Annexure-5 from the existing racks and mount in newly offered racks. All the associated cables (network, power etc.) to these components to be shifted and properly dressed, labelled in the new racks. Rack diagram shall be provided by</li> </ol>	Yes / No / Explain		
----	----------	---	--------------------	--	--

		the vendor for the new racks. The shifting of the devices would be taken up in phased manner based on the approval of ISRO HQ. 6. Comprehensive Onsite AMC to be provided for the offered solution for a period of 5 years after completion of warranty period.			
51	Clause 3	Solution Qualification Criteria: Vendor confirms that the offered solution meets all the requirements given in this RFP.	Yes / No / Explain		
52	Clause 4	Vendor Qualification Specifications are listed in Clause No. 5 to 14	Yes / No / Explain		
53	Clause 5	Vendor should have registered office/branch in Bangalore at the time of bid submission to provide necessary support. Vendor shall Submit Documentary Proof to support this.	Yes / No / Explain		
54	Clause 6	Vendor should have been in existence for and must be engaged in the business of "Data Center Building" in India for at least 5 years as on January 01, 2024. Vendor should submit Documentary Proof to support this.	Yes / No / Explain		

55	Clause 7	<p>Vendor should have installed, commissioned and operationalized minimum 1 setup of Rack Solution integrated with cooling system, access control system, monitoring &amp; alert system, fire detection &amp; suppression system for minimum nos. of 3 racks in last 5 years in any Central Govt/State Govt/PSU/Nationalised Banks.</p> <p>It is mandatory for the Vendor to provide the details of their completed installations in Annexure-1. Vendor shall provide Documentary Proof along with the completion certificate to support this.</p>	Yes / No / Explain		
56	Clause 8	<p>Vendor shall provide the rack solution of reputed OEM. The OEM of the offered solution shall have minimum one PO/Contract of similar solution dated atleast 7 years back from the date of bid submission. Vendor should submit Documentary Proof to support this.</p>	Yes / No / Explain		
57	Clause 9	<p>Vendor shall provide the rack solution of reputed OEM. The OEM of the offered solution shall have minimum 10 installation bases for similar solution in India. Purchase Orders along with completion certificates shall be submitted as documentary proof.</p>	Yes / No / Explain		

58	Clause 10	Vendor shall provide the rack solution of reputed OEM. The OEM of the offered solution shall have direct service Centre within 100 Km radius of Bangalore. Self-certification on OEMs letter head shall be submitted as documentary proof.	Yes / No / Explain		
59	Clause 11	Vendor shall provide the rack solution of reputed OEM. The OEM of the offered solution shall have ISO 14001:2015, ISO 9001:2015 and OHSAS18001:2007/ISO 45001:2018 certification or equivalent certifications. Self-certification on OEMs letter head shall be submitted as documentary proof.	Yes / No / Explain		
60	Clause 12	Vendor should arrange minimum one certified expert engineer (in Integrated Rack Solution) to carry out installation & maintenance and to meet subsequent Operational Requirements. Vendor should submit Documentary Proof for availability of minimum one certified expert engineer.	Yes / No / Explain		
61	Clause 13	Vendor should submit valid Manufacturer Authorization Form (MAF) from respective OEMs of Racks, Cooling Systems, Fire Detection & Suppression, indicating ISRO HQ purchase tender reference number.	Yes / No / Explain		



62	Clause 14	Vendor should submit certificate from OEMs for back to back support during the complete warranty period and CAMC period for proposed solution indicating ISRO HQ purchase tender reference number on their letter head.	Yes / No / Explain		
63	Clause 15	Requirement Specifications: Following are the minimum required specifications for the proposed solution/infrastructure. OEM shall confirm compliance with each of the specifications in the respective columns specified. Each page of the compliance shall be duly signed with seal by the OEM.	Yes / No / Explain		
64	Clause 16	Specifications for Integrated Rack Solution are listed in Clause No. 17 to 26. Compliance for this Section shall be on OEM letterhead. Each page shall have OEM seal, signature (not initials), name, designation and contact information of authorized signatory.	Yes / No / Explain		
65	Clause 17	Specify Make and Model of the following items: a. IT Racks b. PDU c. Monitoring Solution d. Access Control f. Cooling System g. Fire Detection & Suppression h. VESDA	Yes / No / Explain		

66	Clause 18	The Integrated Rack Solution with 6 Nos. IT racks (2 Nos. for compute and 4 Nos. for network) of 42U each, shall have closed loop cooling system and deployed in a single row. The racks to be deployed in accordance with dimensions of the proposed site and subsequent design approval from ISRO HQ.	Yes / No / Explain		
----	-----------	---	--------------------	--	--

67	Clause 19	<p>Specifications of 42U IT Racks -</p> <ol style="list-style-type: none"> <li>1. Dimensions of the racks:            Compute rack: (600 +- 20mm W) X (2000 +- 300 mm H) (42U) X (1200 +- 20 mm D)            Network rack: (800 +- 20mm W) X (2000 +- 300 mm H) (42U) X (1200 +- 20 mm D)</li> <li>2. Both hot aisle and cold aisle containment should be part of rack frame.</li> <li>3. Concealed vertical cable managers on both LHS&amp; RHS on front and rear side shall be supplied for each of the rack.</li> <li>4. 01 No. vertical cable trough per rack for 2 racks shall be supplied.</li> <li>5. 2 Nos. of horizontal cable mangers for 4 racks shall be supplied.</li> <li>6. There shall be at least 40U usable space for IT equipment in each rack.</li> <li>7. Each rack shall have minimum 1200kgs of load bearing capacity.</li> <li>8. The frame shall be painted with a powder coat finish to protect against corrosion.</li> <li>9. Both the front and rear door shall have a comfort handle different locking options.</li> <li>10. There shall be front glass door for complete 42U height visibility.</li> <li>11. The racks may be housed in a non-AC room. The front and rear doors shall have insulation mechanisms to prevent condensation due to temperature difference between inside and outside the racks.</li> </ol>	Yes / No / Explain		
----	-----------	--	--------------------	--	--

12. The rear door shall be of split type for less clearance requirement behind the rack.

13. Cable entry should be via the gland plate without affecting the climatic conditions inside the Rack. There should be sealing mechanisms such as brushes etc. to fill the openings of cable entry and block noise coming to outside of the racks.

14. Power distribution must be via FRLSH (Flame Retardant Low Smoke and Halogen) type cables except PDUs.

15. Entry of all cables (power, network etc.) inside the rack shall be from the top of the rack.

16. There shall be cable trays to support routing of cables and pipes in between racks and other equipment. Cable trays shall be fixed on top of racks, necessary supports required shall be provided. There should be different cable trays for power cables and network cables to avoid EM interference. The cable trays shall be of Mild Steel powder coated.

17. The solution should include blanking panels/plates of ABS kind of 1U, 2U and 3U for blocking the empty U space in the racks for improved cooling performance. Minimum 6 Nos. of 1U, 2U and 3U panels respectively, per rack should be provided. In case of non-availability of any of the above, 1U panels of equivalent quantity to

		<p>block the empty space shall be provided.</p> <p>18. Rear Doors must be equipped with Automatic Door Opening system or any other fail safe mechanism in case of cooling failures.</p> <p>19. Products shall be UL/CE Certified and RoHS Compliant.</p> <p>20. The rack shall comply with a minimum of IP 20 rating for protection against touch, ingress of foreign bodies and ingress of water.</p>			
68	Clause 68	Vendors should quote items in accordance with the proposed site space at ISRO HQ.	Yes / No / Explain		
69	Clause 69	If vendor finds any item which is not included in scope of work, it should be clearly indicated in this section only. Vendor may indicate additional item specific to their requirement which ISRO HQ may consider it within the scope of work at the time of submitting the offers without any extra cost to ISRO.	Yes / No / Explain		
70	Clause 70	Make of Critical components such as Rack, PDU, Cooling, monitoring system, temp & humidity sensors etc. shall be from single OEM for seamless integration.	Yes / No / Explain		
71	Clause 71	Items furnished shall be complete in every respect with all mountings, fittings, fixtures and standard accessories normally provided with such components and/or needed for erection, completion and safe operation of the components.	Yes / No / Explain		

72	Clause 72	The vendor shall be responsible for providing all materials, components, and services, specified or otherwise, which are required to fulfil the intent of ensuring operability, maintainability, and reliability of the complete component covered under this specification within the quoted price. This work shall be in compliance with all applicable standards, statutory regulations and safety requirements in force as on the date of award of this contract.	Yes / No / Explain		
73	Clause 73	All interconnecting cables required for this solution shall be furnished. All cables shall be fully assembled connector pre-terminated and factory tested as part of overall system checkout. Cables shall be neatly and properly tied up and dressed using appropriate cable hangers and Velcro bands. All the cables, connectors, sockets, panels etc. shall be labeled for identification purpose.	Yes / No / Explain		
74	Clause 74	Make and models must be clearly specified for all quoted items.	Yes / No / Explain		
75	Clause 75	OEM should certify the installation and commissioning of the system.	Yes / No / Explain		
76	Clause 76	The successful vendor shall have to take all necessary precautionary measures to ensure that no mechanical/ functional damage is done to the equipment during shifting process.	Yes / No / Explain		

77	Clause 77	The Vendor shall ensure that no equipment / structure / setup get damaged due to their activities. Any damages caused to ISRO's property due to vendor's negligence shall be repaired/replaced by the vendor at his own risk and cost.	Yes / No / Explain		
78	Clause 78	In case any of the supplied equipment goes faulty and will not be repairable due to non-availability of components or declared EOS (End of Support) or EOL (End of Life) by OEM, then vendor is required to replace the device/equipment with equivalent or higher model, fulfilling existing functionalities for the duration of contract.	Yes / No / Explain		

79	Clause 79	<p>In addition to the specifications of the RFP, following points should be addressed by the vendor:</p> <p>i. A technical documentation of the proposed solution covering all technical details should be given by the vendor against this RFP at the time of submitting the bids.</p> <p>ii. Overall length of the row of racks of datacentre should be less than 7200 mm and depth should not be more than 1800 mm including hot aisle &amp; cold aisle containments.</p> <p>iii. Assumption should NOT be made on any item. Such items should be quoted as additional items. Otherwise vendor has to supply that item at their own expense without any additional cost to ISRO HQ to meet the requirements mentioned in the RFP.</p>	Yes / No / Explain		
80	Clause 80	Specification related to Training and Documents are listed in Clause No.81 to 84	Yes / No / Explain		
81	Clause 81	Minimum 3 days On-site training shall be provided to minimum 08 Nos. ISRO HQ officials for day to day system administration and operations of supplied solution including hands on practice at ISRO HQ.	Yes / No / Explain		



82	Clause 82	<p>Vendor shall ensure the following:</p> <p>a. Offline softcopy of manual shall be made available to Administrator and operators.</p> <p>b. Architecture document as already specified in Section 6.0 of this RFP shall be provided.</p> <p>c. Vendor shall furnish details (dimensions, make, etc.) of all major components such as rack, cooling units (indoor and outdoor) etc.</p> <p>d. Manufacturer's data for product, features, components and performance shall be submitted along with the offer.</p> <p>e. Detail operating instructions covering operations in normal &amp; abnormal conditions shall be submitted.</p>	Yes / No / Explain		
83	Clause 83	<p>Factory test certificates &amp; Inspection report shall be submitted for items (related to fire safety, cooling) that cannot be tested at site.</p>	Yes / No / Explain		
84	Clause 84	<p>Payment Terms: Payment will be made based on the milestones. Payment Terms are listed in Annexure - 6.</p>	Yes / No / Explain		
85	Clause 85	<p>Site Visit and Pre-Bid Meeting Specifications are listed in Clause No. 86 to 91</p>	Yes / No / Explain		

86	Clause 86	As the setup will be installed in an operational Data Centre, vendors are advised to make a site visit to ensure that the space requirements for the proposed solution is met, sufficient length of cabling, appropriate amount of low side works and the quantum of work involved to setup the solution and for shifting of the IT equipment is accounted before submitting the bid.	Yes / No / Explain		
87	Clause 87	Pre-bid meeting for technical discussion/clarifications on RFP will be conducted in both through offline (in-person) and online mode, i.e. vendors can attend the meeting either in in-person or through online mode. Pre-bid meeting shall be attended by the vendors along with OEM.	Yes / No / Explain		
88	Clause 88	For ISRO HQ site visit and to attend pre-bid meeting, vendors may take prior appointment from the ISRO HQ Purchase & Stores at spso_isrohq@isro.gov.in, pso_isrohq@isro.gov.in.	Yes / No / Explain		
89	Clause 89	Vendor requiring any clarification on the bidding document may notify ISRO HQ at least 03 days before pre bid meeting by e-mail to spso_isrohq@isro.gov.in, pso_isrohq@isro.gov.in in the format as Annexure- 7.	Yes / No / Explain		

90	Clause 90	Based on the Pre-bid meeting, ISRO HQ may issue necessary Corrigendum (Only if felt necessary by ISRO HQ) at ISRO EProcurement portal only. No reply to Pre-bid queries raised by individual vendors shall be given in any other form.	Yes / No / Explain		
91	Clause 91	Queries which are already clarified during the pre-bid meeting, will not be answered again by email.	Yes / No / Explain		

92	Clause 92	<p>Bidding Model:  1. Vendor should submit the offer using ISRO E-procurement portal.  2. This is a TWO-PART tender i.e. Techno-Commercial Bid (Part-I) and Price Bid (Part-II) shall be submitted separately.</p> <p>a. Techno-Commercial Bid should cover the following:  i. Vendors should submit compliance (Yes/No) by OEM in their letter head, with sign of authorized signatory and seal on each page of the offer.  ii. Vendor's designated personnel should put signature with stamp on each and every page of the offer.  iii. Unpriced Bill of material as in Annexure- 2.  iv. Vendor should submit Technical &amp; commercial terms and conditions, if any, in the technical offer only.  v. Disclosing of the price in technical bid will lead to disqualification</p> <p>b. Price Bid should cover the following:  i. Bill of Material with price.  ii. Commercial Bill of Material should be identical to un-priced BoM.  iii. No other techno commercial terms and conditions shall be included in the price bid</p> <p>3. Grand Total mentioned in Annexure-2 will be considered for arriving at L1 price.</p> <p>4. Based on L1 value,</p>	Yes / No / Explain		
----	-----------	--	--------------------	--	--

		Contract for complete turnkey solution (including required components and services) shall be awarded to a single vendor.			
93	Clause 93	Security Deposit Cum Performance Bank Guarantee: Security Deposit cum PBG for 3% of the total value of the Purchase Order shall be furnished by the vendor as per format enclosed from any of the Scheduled Banks executed on non-judicial stamp paper of appropriate value, within 10 Days from the date of release of purchase order. Security Deposit cum PBG shall be valid for a period of sixty days beyond the date of completion of all the terms and conditions of the Purchase Order/expiry date of warranty period and CAMC period.	Yes / No / Explain		

94	Clause 94	<p>Unsatisfactory Support during warranty period:  In case warranty support is found unsatisfactory (i.e. critical issue reported in the supplied Cooling system components, Electrical components which lead to unavailability of services hosted in the supplied racks for more than 6 hours in a year), penalty shall be recovered from the vendor at 0.05% of the Purchase Order Value per 24 hours after expiration of annual downtime limit of 6 hours.  Recovery will be done from the 5% of the deliverable cost that will be paid at the end of 3 year warranty period.</p> <p>In case if vendor fails to rectify faults that lead to critical issues even after 72 hours of reporting, ISRO can terminate the contract with due notice to the vendor.</p> <p>Following example describes the penalty determination methodology during the warranty period:  Suppose the total Purchase Order Value is Rs. 1 crore (including warranty &amp; CAMC charges for total period of 8 years). If any critical issue leads to an overall downtime of 36 hours in a year, the penalty will be calculated as followed:  Penalty (per 24 hours) after expiration of annual downtime limit of 6 hours:  <math>(0.05/100) * 1 \text{ crore} = \text{Rs. } 5000</math></p>	Yes / No / Explain		
----	-----------	--	--------------------	--	--

		Total penalty to be recovered for the given year would be: $((36-6)/24) * 5000 =$ Rs. 6250			
--	--	--	--	--	--

95	Clause 95	<p>Unsatisfactory Support during CAMC period:  In case CAMC support is found unsatisfactory (i.e. critical issue reported in the supplied Cooling system components, Electrical components which lead to unavailability of services hosted in the supplied racks for more than 6 hours in a year), penalty will be recovered from the vendor at 1% of the CAMC annual payment for the period during which issue was reported per 24 hours after expiration of annual downtime limit of 6 hours. Penalty will be recovered from last quarterly payment of the year during which issue was reported subjected to capping of 10 % of CAMC annual payment of that year.</p> <p>In case if vendor fails to rectify faults even after 72 hours of reporting, ISRO can terminate the contract with due notice to the vendor. In such a scenario, the CAMC value will be forfeited, and no payment will be issued for the duration during which work remains incomplete or faults persist.</p> <p>Only upon the successful completion of work or rectification of faults, with penalties deducted, the remaining payment shall be released.</p> <p>Following example describes the penalty determination methodology during CAMC period:  Suppose the CAMC</p>	Yes / No / Explain		
----	-----------	--	--------------------	--	--



		<p>annual payment is Rs. 5 lakh.  Penalty (per 24 hours) after expiration of annual downtime limit of 6 hours: <math>(1/100) * 5 \text{ lakh} = \text{Rs. } 5000</math>  If any critical issue leads to an overall downtime of 36 hours in a year, the total penalty to be recovered for the given year would be:  <math>((36-6)/24) * 4000 = \text{Rs. } 6250</math></p>			
96	Clause 96	<p>Annexure -1: Experience of Installation, Commissioning and Operational Support of Integrated Rack Solution  Annexure - 2: Bill of Material (BOM)  Annexure - 3: Unsatisfactory support  Annexure - 4: Drawing indicating dimensions for Data Centre with proposed solution  Annexure - 5: List of Equipment/Devices/Services/Cables to be shifted  Annexure - 6: Payment Terms  Annexure - 7: Pre-bid query format</p>	Yes / No / Explain		
97	Clause 97	<p>The Annexure 2 - Bill of Material price breakup document shall not be uploaded along with the techno commercial document (part-1). It shall be uploaded under the price bid related template only.</p>	Yes / No / Explain		

### Supporting Documents required from Vendor

**1. Annexure 2 - Bill of Material price breakup document (Price Bid Related)**

**2. OEM data for product, features, components and performance.**

**3. Architecture and design document providing complete technical details as listed in RFP**

## Section 6

**4. Certificate from OEMs for back to back support during the complete warranty period and CAMC period for proposed solution indicating ISRO HQ purchase tender reference number on their letter head.**

**5. Manufacturer Authorization Form (MAF) from respective OEMs of Racks, Cooling Systems, Fire Detection & Suppression, indicating ISRO HQ purchase tender reference number**

**6. Vendor Qualification documents as per RFP Section 3.2**

**7. Compliance by OEM in their letter head, with sign of authorized signatory and seal on each page for RFP Section 5**

**8. Self declaration with respect to local content(Make in India policy)**

**9. Un-priced Bill of Material**

5 additional documents can be uploaded by the vendor

## C.2 Commercial Terms / Bid

Sl. No.	Description	Compliance	Vendor Terms
1	I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.	Yes / No / Explain	
2	Please indicate clearly on which address the order to be placed in the event of placement of order with Contact Persons Name, E-mail id, Phone No	Yes / No / Explain	
3	The address of your Principal/ agent [ if applicable] shall be updated in the ISRO new E procurement portal immediately	Yes / No / Explain	
4	Foreign vendors are not permitted to quote 1. Only Class -I and Class-II Local suppliers as per make in India policy are eligible to participate in the bid. 2. The percentage of local content should be specifically mentioned in the offer, without which the offer will be summarily rejected 3. Preference will be given to Class-I Local Supplier and in their absence, class-II Local supplier will be considered.	Yes / No / Explain	
5	Taxes and other costs, if any.[Please Specify the rates]. Note: All Tax invoices issued by Suppliers/ Service Providers on or after July 01, 2017 shall invariably bear their GST registration number (GSTIN) and the applicable GST rates. In the absence of which, the invoices shall not be processed for payment.	Yes / No / Explain	
6	Delivery Terms [Normal delivery terms - FOR Destination]	Yes / No / Explain	
7	Quote validity: Techno-commercial bid (Part-I) shall remain valid for One Hundred Twenty (120) days from the date of opening of Part-I and Price Bid(Part-II) shall remain valid for sixty days (60 days) from the date of opening of Part-II	Yes / No / Explain	

8	<p>Liquidated Damages:If the Supplier fails to deliver the stores within the time specified in the order or any extension thereof, ISRO HQ shall recover from the Supplier as liquidated damages a sum of one-half of one percent (0.5 percent) (0.5%) of the ordered price of the un-delivered stores for each calendar week of delay. The total liquidated damages shall not exceed ten percent (10%) of the order price of the unit or units so delayed. Stores will be deemed to have been delivered only when all its component parts are also delivered. If certain components are not delivered in time, the stores will be considered as delayed unit such time as the missing parts are delivered.</p>	Yes / No / Explain	
9	<p>Security Deposit cum Performance Bank Guarantee: As per Clause No. 93 of general specifications . This Security Deposit shall be submitted in the form of Bank Guarantee (in Rs.200 non-judicial stamp paper )OR Demand Draft OR Fixed Deposit Receipt (FDR) OR Insurance Surety Bond. This Security Deposit shall be returned to you without any interest after fulfilling all contractual obligations. In case of non-fulfillment of any of the contractual obligations, the said Security Deposit shall be forfeited either partly or fully.</p>	Yes / No / Explain	
10	<p>Uploading price details anywhere else other than the price-bid shall lead to unconditional rejection of the tender. Please make note of the same. Tenderers are advised NOT TO UPLOAD any documents revealing the price of the main equipment, accessories, spares or AMC in technical &amp; Commercial bid. They are however, requested to upload UNPRICED BIDS (i.e. Price details masked) showing appropriate breakup of components of main equipment, individual accessories and spares as desired.</p>	Yes / No / Explain	

11	Purchase preference to eligible vendors are applicable as per extant notifications issued by the Government of India. The Class-I/Class-II Local suppliers, at the time of submitting their offer, shall also indicate percentage of local content and provide self-certification that the item (s) offered meets the local content requirement for Class-I/Class-II Local Suppliers as the case may be. They shall also give details of location (s) at which the local value addition is made.	Yes / No / Explain	
12	The vendor has to compulsorily submit the compliance statement online otherwise their offer will not be considered for further evaluation. Before entering the compliance statement, vendors are advised to refer the detailed specification provided.	Yes / No / Explain	
13	The Technical Specification/ Drawing/ Product Catalogues/ Works Carried by vendor/ Make offered etc. as a single PDF file without any financial details has to be uploaded online mode by the vendor.	Yes / No / Explain	
14	In cases if the value of quoted item(s) exceed Rs. 10 Crores, the Class- I/Class-II Local Suppliers shall provide a Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. False Declarations will be in breach of the Code of Integrity under Rule 175 (1) (i) (h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.	Yes / No / Explain	
15	Technical Bids will be opened at the scheduled due date & time. No further intimation will be sent in this regard. The schedule for price bid opening shown is only indicative. Price bids will only be opened in the case of parties who have been techno-commercially accepted, the details of which will be communicated at a later stage	Yes / No / Explain	

16	If any of the bidders submit any forged or false documents along with the Tender, such tenders will be summarily rejected and such bidders will be blacklisted for all future tenders.	Yes / No / Explain	
----	--	--------------------	--

17	<p>Force Majeure: a. Neither party shall bear responsibility for the complete or partial non performance of any of his obligations(except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present Purchase Order/Contract) if the nonperformance results from such force majeure circumstances such as, but not restricted to, flood, fire, earthquake, civil commotion,sabotage, explosion, epidemic, quarantine restriction, strike, lock-out, freight embargo, acts of the Government either in its sovereign or Contractual capacity, hostility, acts of public enemy and other acts of god as well as war or revolution, military operation, blockade, acts or actions of State authorities or any other circumstance beyond the control of the parties that have arisen after the conclusion of the present Purchase Order/Contract .</p> <p>b. In such Circumstances,the time stipulated for the performance of an obligation under the purchase order/Contract may be proportionately extended.</p> <p>c. The party for whom it become impossible to meet the obligation under this Contract due to force majeure condition, will notify the other party in writing not later than twenty-one days from the date of commencement of the unforeseeable event. Unless otherwise directed by the centre/ unit in writing, the Contractor/supplier shall continue to perform his obligations under the purchase order/Contract as for as is practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event .</p> <p>d. Any certificate issued by the chamber of commerce or any other competent authority or organization of the respective country shall be sufficient proof of commencement and cessation of the above circumstances.</p> <p>e. The force majeure conditions are applicable only to the prime Contractor and purchaser.</p>	Yes / No / Explain	
----	--	--------------------	--

18	<p>Compensation for damages caused for person, goods or property: The Contractor shall indemnify and hold harmless ISRO HQ and/or any officer, employee or assignee thereof against any loss, damage or expenses resulting from damage to property or personal injury arising out of willful misconduct or gross negligence of the Contractor or their personnel in the execution of work under this Contract. The Contractor shall, at its expense, defend any suit or proceedings brought against ISRO HQ on account thereof, and shall satisfy all judgments and pay all expenses which may be incurred by or rendered against them, or any of them, in connection herewith.</p>	Yes / No / Explain	
19	<p>Short closing and termination: Under the normal circumstances, Termination/Short closing of the Contract is not foreseen. However, in case of continued non performance of the Contract, ISROHQ reserves the right to terminate the Contract wholly or partly by giving written notice of not less than 30 days. ISRO HQ reserves the right to terminate the Contract at any time by giving 30 days prior notice without assigning any reasons thereof.</p>	Yes / No / Explain	
20	<p>Subletting of Contract: The contract shall not be sublet, transferred or assigned to any other firm without the prior written approval of ISRO HQ.</p>	Yes / No / Explain	
21	<p>Applicable Law: The Contract shall be interpreted, construed and governed by the Laws of India</p>	Yes / No / Explain	



22	<p><b>ARBITRATION:</b> In the event of any dispute/s difference/s or claim/s arising out of or relating to the interpretation and application of the contract, such dispute/s or difference or claim/s shall be settled amicably by mutual consultations of the good offices of the respective parties and recognizing their mutual interests attempt to reach a solution satisfactory to both the parties. If such a resolution is not possible, within 30 days from the date of receipt of written notice of the existence of such dispute/s, then the unresolved dispute/s or difference/s or claim/s shall be referred to the sole arbitrator appointed by the parties by mutual consent in accordance with the rules and procedures of Arbitration and Conciliation Act 1996 as amended from time to time. The arbitration shall be conducted in Bengaluru in the Arbitration and Conciliation Centre- Bengaluru (Domestic and International) as per its rules and regulations. The expenses for the arbitration shall be shared equally or as may be determined by the arbitrator. The considered and written decision of the arbitrator shall be final and binding between the parties. The applicable language for Arbitration shall be English only. Work under the contract shall be continued by the contractor during the pendency of arbitration proceedings, without prejudice to a final adjustment in accordance with the decision of the arbitrator unless otherwise directed in writing by the DEPARTMENT or unless the matter is such that works cannot be possibly continued until the decision (whether final or interim) of the Arbitrator is obtained.</p>	Yes / No / Explain	
23	<p>This tender is proposed as a DOMESTIC TENDER. This tender is restricted only to Class-I and Class-II Local Suppliers as defined under DPIIT Order dtd 04/06/2020- Preference to Make in India Order- 2017 Revision. Non- Local Suppliers need not quote. Foreign OEMs/Agents quoting on behalf of Foreign OEMs are not permitted to quote. High Sea Sales Quotes not permitted. The bids shall be in INR only.</p>	Yes / No / Explain	

24	This is a TWO-PART tender i.e. Techno-Commercial Bid (Part-I) and Price Bid (Part-II) shall be submitted separately. All technical and commercial terms and conditions shall be furnished in the Techno-Commercial Bid while price shall be indicated only in the Price Bid.	Yes / No / Explain	
----	--	--------------------	--

### C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	Remark
1	Supply of Rack Solution with Cooling, Access Control, monitoring and alert with 3 years warranty	1.00 Lot		-		
2	Installation, configuration, commissioning and acceptance of the supplied Integrated Rack Solution along with low side works	1.00 Lot		-		
3	Relocation, shifting of all existing IT (Active and Passive) equipment from old rack to new rack	1.00 Lot		-		
4	CAMC of supplied Integrated Rack Solution for 1st year after 3 years of warranty and support	1.00 Lot		-		
5	CAMC of supplied Integrated Rack Solution for 2nd year after 3 years of warranty and support	1.00 Lot		-		

6	CAMC of supplied Integrated Rack Solution for 3rd year after 3 years of warranty and support	1.00 Lot			-		
7	CAMC of supplied Integrated Rack Solution for 4th year after 3 years of warranty and support	1.00 Lot			-		
8	CAMC of supplied Integrated Rack Solution for 5th year after 3 years of warranty and support	1.00 Lot			-		

**Common charges (Applicable for all items)**

<b>any other charges</b>	
--------------------------	--