

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

Tender for Internet Leased Line with DDoS Protection

Bids to be submitted online

Tender No.: ISRO HQ/ISRO HQ PURCHASE/HQ202400011001 dated 27-12-2024

A. Tender Details

Tender No : **ISRO HQ/ISRO HQ PURCHASE/HQ202400011001**

Tender Date : **27-12-2024**

Tender Classification: **SERVICES**

Purchase Entity : **ISRO HQ PURCHASE**

Centre : **ISRO HEADQUARTERS (ISRO HQ)**

Internet Leased Line with DDoS Protection

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

A.1 Tender Schedule

Tender Publish Date : **27-12-2024 20:00**

Bid Clarification Due Date : **31-12-2024 17:00**

Bid Submission Start Date : **27-12-2024 20:00**

Bid Submission Due Date : **27-01-2025 15:00**

Bid Opening Date : **27-01-2025 15:00**

Price Bid Opening Date : **03-02-2025 11:00**

A.2 Pre-bid Meeting Details

Date : **03-01-2025 11:30**

Place : ISRO Headquarters

Location : Department of Space, Antariksh Bhavan, New BEL Road, Bengaluru-560094.

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

Details : Pre-bid meeting for technical discussion/clarifications on RfP will be conducted in both through offline (in-person) and online mode, i.e., interested parties can attend the meeting either in in-person or through online mode. In order to attend pre-id meeting, party(s) shall take prior appointment from the Purchase Division, ISRO HQ by sending a participation request to sps0_isrohq@isro.gov.in/ps0_isrohq@isro.gov.in.

B. Tender Attachments

NA

Instructions To Vendors

1. 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

2. 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.

3. 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 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 procurement 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.

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. 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.

6. 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.

C. Bid Templates

C.1 Technical Bid - Internet Leased Line with DDoS Protection

1. Leased Line - Internet service - One time charges for commissioning 500 Mbps Managed link with 1 Gbps of DDoS protection

2. Leased Line - Internet service - Annual recurring charges for 500 Mbps Managed Internet Leased Line with 1 Gbps of DDoS protection

Common Specifications (Applicable for all items)

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	Clause 1	Eligibility Criteria is mentioned from Clause 2 to Clause 4	Yes / No / Explain		
2	Clause 2	The bidder should have ISP (Category-A) / Unified Access Services License for providing the Internet Bandwidth as desired by ISRO under this tender. Bidder has to submit relevant documentary proof for having valid ISP (Category-A) / Unified Access Services License for providing the Internet Bandwidth for this tender. The above document should be valid for the contractual period of this tender.	Yes / No / Explain		

3	Clause 3	The ISP shall have provision for secure internet gateway service or equivalent that will provide advanced threat protection (including Stateful firewall, URL Filtering with application control, IPS / IDS, Antivirus, VPN (IPSec & SSL), QoS, SSL Inspection, Log Management, Reporting) through Cloud and will be managed by 24x7 Cyber security response center (SOC) of the ISP. The service shall have Geo-redundancy with minimum 2 nos. of PoP's within India by the ISP to ensure continuous network security through the cloud. The ISP shall submit minimum 2 nos. of PO's for this service as documentary proof.	Yes / No / Explain		
4	Clause 4	Link Service Provider (LSP) for providing last mile connectivity for NKN service at ISRO HQ are not eligible as it will be redundant to existing NKN service.	Yes / No / Explain		
5	Clause 5	Scope of work, Technical Specifications, Penalty Clauses, contract validity, payment terms is mentioned from Clause 6 to Clause 35	Yes / No / Explain		
6	Clause 6	Provisioning and Commissioning of 500 Mbps of Managed Dedicated ILL (Internet Leased Line) to ISRO HQ, Bangalore and its proactive monitoring with termination of the link in ISRO HQ Data Centre.	Yes / No / Explain		

7	Clause 7	Last mile from the ISP POP till outside Antariksh Bhavan, Bangalore campus should be in ring architecture and be on fiber.	Yes / No / Explain		
8	Clause 8	A comprehensive Fiber Layout plan have to be submitted along with the Technical Proposal. The Layout plan must shows the end to end connectivity of Fiber cable from ISP to Antariksh Bhavan Data Centre in ring topology.	Yes / No / Explain		
9	Clause 9	Wireless media shall not be used in any segment. Entire connectivity shall be in wired mode with armoured fiber cable.	Yes / No / Explain		
10	Clause 10	Any hardware (like MUX, router etc.), cables required for commissioning the link would be provided by Service Provider.	Yes / No / Explain		
11	Clause 11	ISP shall supply and install MUX, router and cables for terminating the connection at firewall deployed in ISRO HQ Data Centre.	Yes / No / Explain		
12	Clause 12	1:1 full duplex dedicated wired Internet Leased Line uncompressed and unshared symmetric bandwidth till International Gateway.	Yes / No / Explain		
13	Clause 13	The upload and download speed should be 500 Mbps.	Yes / No / Explain		
14	Clause 14	Minium 40 nos of usable public IPv4 to be provided for hosting ISRO HQ services. Additionally, minimum 4 nos of IPv4 addresses to be provided for CE to PE connection and for proactive monitoring.	Yes / No / Explain		

15	Clause 15	ISP shall be liable to comply with Govt of India guidelines on cyber security policy/advisory implementation and as updated from time to time. For eg: log retention policy, blocking of VPN traffic, blacklisted IPs etc.	Yes / No / Explain		
16	Clause 16	The vendor shall provide onsite support, if required.	Yes / No / Explain		
17	Clause 17	ISP to perform proactive monitoring for the ILL service. Incase the link is down, ISRO would be informed by mail/sms alert. And once the service resumes, notification by email/sms will be sent again by the ISP to ISRO.	Yes / No / Explain		
18	Clause 18	ISP to provide the Online web Portal to monitor the link to ISRO HQ which will show the bandwidth, upload/download speed, uptime, utilization, link latency, jitter etc.	Yes / No / Explain		
19	Clause 19	Should Provide Help Desk Support (NOC /SOC) for 24X7X365.	Yes / No / Explain		
20	Clause 20	ISP to provide escalation matrix for call/issue logging which must include direct numbers (along with point of contact name) in addition to toll free number.	Yes / No / Explain		
21	Clause 21	Minimum 99.90% monthly uptime has to be ensured by the ISP with packet drop <=1%.	Yes / No / Explain		

22	Clause 22	The 99.90% network uptime shall be guaranteed by the Service Provider. In the event of any unscheduled service outage on the Service provider's network due to transmission or equipment failure, which causes 100% blocking of movement of packets ahead of the customer link, the service shall be considered as unavailable.	Yes / No / Explain		
23	Clause 23	Quarterly uptime report for the ILL to be provided.	Yes / No / Explain		
24	Clause 24	<p>Incase the cumulative monthly uptime is less than 99.90%, service credit of 3.00% of monthly recurring charges would be provided. Incase the cumulative monthly uptime is less than 99.50%, service credit of 6.00% of monthly recurring charges would be provided. Incase the cumulative monthly uptime is less than 99.0%, service credit of 10.00% of monthly recurring charges would be provided.</p> <p>Note - Downtime penalty pertaining to each incident will be added and applied cumulatively in the quarterly payment. Maximum applicable penalty shall be 25% of the amount for a particular quarter.</p>	Yes / No / Explain		

25	Clause 25	1. Incase the latency > 325 ms and/or packet drop > 1% for a cumulative 7 hours in a month for traffic to international regions, service credit of 3.00% of monthly recurring charges would be provided. 2. Incase the latency > 50 ms and/or packet drop > 1% for a cumulative 7 hours in a month for traffic within India, service credit of 3.00% of monthly recurring charges would be provided.	Yes / No / Explain		
26	Clause 26	The link will be accepted only after testing and is duly signed/certified by indenting officer with the approval of competent authority. The result of testing the time during the downtime may be provide.	Yes / No / Explain		
27	Clause 27	The ILL link shall be fully operationalized within 10 weeks of PO release date.	Yes / No / Explain		
28	Clause 28	The contract will be valid for three years w.e.f. date of acceptance. However, the validity of the contract may be extended further two more years upon mutual consent or curtailed as may be decided by ISRO HQ.	Yes / No / Explain		
29	Clause 29	Payment shall be made on pro-rata quarterly bill basis after satisfactory completion of service for the respective quarter duly certified by the User Division and endorsed by Division Head.	Yes / No / Explain		

30	Clause 30	<p>In case of termination of the Contract before 12 months early termination charges (ETC) @ monthly recurring charges multiplied by remaining months in the 12 months period is applicable. After completion of 12 months ISRO can terminate link by giving 1- month termination notice in advance without any ETC.</p> <p>In the event that ISRO experience three (3) or more Outages affecting the same Service or the solution, during any thirty (30) day period, consecutively, every month for 3 months, and the service provider is unable to resolve such an Outage permanently, ISRO may choose to terminate the impacted service or the Solution for convenience by serving 30 days termination notice period, without any early termination charges.</p>	Yes / No / Explain		
31	Clause 31	In case of reduction of tariff by Regulator (TRAI), the benefit of the same shall be passed on to ISRO with effective date.	Yes / No / Explain		
32	Clause 32	The ISP may inspect the location physically before bidding, if needed.	Yes / No / Explain		

33	Clause 33	<p>Hardware deployed in ISRO- All the required devices like STMs, MUX, routers etc. required for termination of the ILL at ISRO HQ would be owned, deployed, configured, commissioned and managed by the ISP/LSP. Read only access need to be provided to ISRO HQ for all devices.</p> <p>ISP/LSP shall ensure that router deployed in ISRO are procured not earlier than last date of bid submission for this tender. Used/refurbished devices as well as any blacklisted/banned products by Indian Government should not be offered.</p> <p>All the cables, power cables, patch cords and connectors required for the functionality of the offered devices shall be also be provided.</p>	Yes / No / Explain		
34	Clause 34	Vendor to provide make and model of the offered router. Datasheet of the router to be provided.	Yes / No / Explain		
35	Clause 35	All required licenses on deployed devices should be valid for atleast the entire duration of contract period.	Yes / No / Explain		
36	Clause 36	Specifications of offered router is mentioned from Clause 37 to Clause 46	Yes / No / Explain		

37	Clause 37	<p>General Requirement The Router should support modular architecture for the interfaces, multi-core Processor, internal redundant field replaceable power supply (from Day1). The Router Should have capabilities of seamless field upgrade/replacement (without interrupting running processes and services) for modular interfaces and provided with at least 2 empty slots from day one.</p>	Yes / No / Explain		
38	Clause 38	<p>Hardware and Interface Requirement- a. Router should have 4 x 1G Base-T and 2 x SFP ports, G.703 from day one and the Router should support interfaces like Channelized E1/T1, Serial V.35, LTE, and Gigabit Ethernet. All the modular interfaces on the router should support hot-swapability feature to accommodate field upgrades without rebooting the router. b. Router should have minimum 8 GB of on-board/inbuilt DRAM/RAM for data plane + control plane processes and 8 GB Flash from Day 1. Should support expandability up to 16 GB DRAM</p>	Yes / No / Explain		

39	Clause 39	<p>Performance Requirement -</p> <p>a. Router should have minimum 10 Gbps WAN Throughput</p> <p>b. Router should support up to 1.5M IPv4 / IPv6 routes</p> <p>c. The router must support IKEv1, L2TP, IKEv2, GRE and IPSEC from day 1. Router should support voice PRI lines from day 1. Required licenses to be offered in the BOM.</p> <p>d. The router should support upto 1.5 Gbps of IPsec Bandwidth.</p> <p>e. The router Should have minimum MTBF of 500,000 Hours or better.</p>	Yes / No / Explain		
40	Clause 40	<p>Layer 3 Features -</p> <p>a. Router should support static Routes, OSPFv2, OSPFv3, BGP4, BFD, IS-IS, Policy based routing, IPv4 and IPv6 tunnelling from Day 1.</p> <p>b. The Router should support Zone Based Firewall feature or an external appliance for the same functionality can be provided.</p> <p>c. Router should Support Traffic Optimization feature built in the router operating system or an external appliance for the same functionality can be provided.</p> <p>d. The Router should support signature- based intrusion detection system and intrusion prevention system. (IDS and IPS)</p> <p>e. Shall have support for QoS.</p>	Yes / No / Explain		

41	Clause 41	<p>Manageability-</p> <p>a. Router should support SSHv2, SNMPv2c, SNMPv3 and NTP b. Routers should support AAA using RADIUS and TACACS+ c. Should have extensive support for IP SLA and best path selection for metrics like delay, latency, jitter, packet loss to assure business-critical IP applications from Day1. d. The router should support cRTP to compress voice (RTP) streams e. Router should support monitoring of network traffic with application level insight with deep packet visibility into web traffic, RTP-Based VoIP traffic. f. Router should have traffic load balancing capability on dual WAN Links based on based on advanced criteria, such as reachability, delay, loss, jitter and bandwidth utilization. g. Router shall have capability to support dynamic IPsec VPN as hub to spoke VPN and spoke to spoke VPN. h. Should support minimum 4000 IPsec tunnels i. The device should be capable to work in SDWAN architecture as well, keeping future scalability in mind. The SDWAN feature / capability if required, would be deployed later. The SDWAN feature should be supported on the same hardware. j. Router should support MACsec (IEEE 802.1ae) security feature.</p>	Yes / No / Explain		
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42	Clause 42	<p>Certification - a. Router shall conform to UL 60950 or IEC 60950 or CSA 60950 or EN 60950 Standards or Equivalent Indian Certification from BIS or BEE for Safety requirements of Information Technology Equipment. b. Router shall conform to EN 5502 Class A/B or CISPR32 Class A/B or CE Class A/B or FCC Class A/B Standards or Equivalent Indian Certification from BIS or BEE for EMC (Electro Magnetic Compatibility) requirements. c. Router/Router's Operating System should be tested and certified for EAL 3/NDPP or above under Common Criteria Certification Or Indian Common Criteria Certification Scheme (IC3S) certified product d. Router should be IPv6 Certified/IPv6 Phase-2 logo ready.</p>	Yes / No / Explain		
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43	Clause 43	<p>Warranty and Support- The ISP/LSP has to ensure Comprehensive On-site Warranty and 24x7 support for the supplied hardware with OEM back to back support for the entire contract period. OEM Part number for back to back OEM support to be provided in BoM.</p> <p>ISP/LSP shall add their support package to the manufacturers support package to cover any additional support capabilities that are not available in the manufacturers support package.</p> <p>The ISP/LSP would be responsible for installation of updates and upgrades of the firmware of supplied hardware. In case the supplied hardware is rendered end of life/support during the contract period, a substitute (with overlap of minimum 45 days) of equivalent or better specification should be provided with no extra cost to the ISRO HQ in place of the original product given in the bidding document submitted by the successful bidder. The bidder shall inform ISRO HQ within a week of OEM declares end of life/support of the relevant product during the contract period.</p>	Yes / No / Explain		
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44	Clause 44	Firmware upgrade- Any security related firmware upgrade release to be informed within 48 hours to ISRO. The upgrade to be applied on the supplied hardware during the time slot provided by ISRO. The time slot will be provided atleast 2 days prior to scheduled time.	Yes / No / Explain		
45	Clause 45	<p>SLA for firmware upgrade-</p> <p>A. Intimation of security related firmware upgrade release: 1. ≤ 48 hours - No penalty; 2. > 48 hours ≤ 72 hours - service credit of 1.00% of monthly recurring charges; 3. > 72 hours - service credit of 5.00% of monthly recurring charges.</p> <p>B. Firmware upgrade applied on the hardware: 1. During the time slot approved and conveyed by ISRO - No penalty; 2. Not applied during the time slot approved and conveyed by ISRO - service credit of 10.00% of monthly recurring charges.</p> <p>Note - Downtime penalty pertaining to each incident will be added and applied cumulatively in the quarterly payment. Maximum applicable penalty shall be 25% of the amount for a particular quarter.</p>	Yes / No / Explain		
46	Clause 46	Connection to ISRO's network - Router shall be connected to ISRO's network through 1 G Base-T ports.	Yes / No / Explain		

47	Clause 47	DDoS protection specification is mentioned from Clause 48 to Clause 59	Yes / No / Explain		
48	Clause 48	The ISP shall provide protection from DDoS for the internet traffic through Cloud based DDoS protection solutions	Yes / No / Explain		
49	Clause 49	The service should be able to absorb/Mitigate at least 1Gbps of DDoS attack on cloud and ensure to provide subscribed legitimate/Clean bandwidth for clean traffic at ISRO HQ.	Yes / No / Explain		
50	Clause 50	The Cloud Service provider shall provide Web-based portal for historical and real time protection statistics and reporting.	Yes / No / Explain		
51	Clause 51	The Cloud DDoS solution shall have 24x7 days monitoring support with a portal login credentials to raise the technical issues.	Yes / No / Explain		
52	Clause 52	The Cloud DDoS Service shall be offered 24 x7 for the entire contract period.	Yes / No / Explain		
53	Clause 53	The Proposed DDoS Solution should be able to do the following but not limited to I. Packet Header Inspection II. Rate Rules III. Pattern Analysis IV. Progressive Challenges	Yes / No / Explain		

54	Clause 54	The proposed solution should offer protection against but not limited to <ul style="list-style-type: none"> • SYN Floods • TCP Floods • TCP Out-of-State Floods (e.g., ACK floods, RST floods) • Geo location • UDP Floods • ICMP Floods • TCP connection floods • Burst Attacks 	Yes / No / Explain		
55	Clause 55	The proposed solution should detect attack automatically.	Yes / No / Explain		
56	Clause 56	The proposed solution must have at least 2 operational DDoS Scrubbing centers in India.	Yes / No / Explain		
57	Clause 57	The proposed solution must have at least 10 DDoS Scrubbing centers globally	Yes / No / Explain		
58	Clause 58	The proposed solution should be able to identify all types of bot that are used for DDoS attacks	Yes / No / Explain		
59	Clause 59	The proposed DDoS solution should have a real-time Dashboard.	Yes / No / Explain		
60	Clause 60	Pre-bid meeting for technical discussions 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.	Yes / No / Explain		
61	Clause 61	In order 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		

62	Clause 62	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	Yes / No / Explain		
63	Clause 63	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		
64	Clause 64	Queries which are already clarified during the pre-bid meeting, will not be answered again by email.	Yes / No / Explain		

Supporting Documents required from Vendor

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

2. Datasheet of the offered router

3. Fiber layout and termination plan

4. Documentary Proof for Eligibility Criteria

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	<p>Delivery Schedule: The ILL link shall be fully operationalized within 10 weeks of PO release date.</p> <p>Contract Period: The contract will be valid for three years w.e.f. date of acceptance. However, the validity of the contract may be extended further two more years upon mutual consent or curtailed as may be decided by ISRO HQ.</p>	Yes / No / Explain	
8	<p>Payment term: Pa. One time charges for commissioning 500 Mbps Managed link with 1 Gbps of DDoS protection will be paid after commissioning and acceptance of the link.</p> <p>b. Payment for the Annual recurring charges for 500 Mbps Managed Internet Leased Line with 1 Gbps of DDoS protection, shall be made on pro-rata quarterly bill basis after satisfactory completion of service for the respective quarter duly certified by the User Division and endorsed by Division Head.</p>	Yes / No / Explain	
9	Quote Validity: Minimum 180 days from the date of Tender opening.	Yes / No / Explain	
10	Liquidated Damages @ 0.5% per week subject to maximum of 10% of order value is applicable beyond the promised delivery schedule.	Yes / No / Explain	
11	<p>Security Deposit: You shall submit an interest free security deposit towards 3% of the total Order value. 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 shall be valid up to a period of 60 days from the date of completion of item installation and acceptance and shall be returned upon fulfillment of all contractual obligations. In case of non-fulfillment of any of the Contractual obligations, the said Security Deposit shall be forfeited either fully or partly.</p>	Yes / No / Explain	

12	<p>Performance Bank Guarantee(PBG): Submission of Performance Bank Guarantee is a mandatory criteria as per the Central Govt. guidelines and CVC guidelines. This PBG is obtained as a Security towards fulfilment of all contractual obligations. PBG at 3% of the Order value 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 on successful completion of all Contractual obligations. In case of non-fulfillment of any of the Contractual obligations, the said Security Deposit shall be forfeited either fully or partly. PBG shall be valid for a period of 3 years plus two months claim period. (valid for 38 months)</p>	Yes / No / Explain	
13	<p>Sub-letting 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	
14	<p>Termination: In case of termination of the Contract by ISRO before 12 months early termination charges (ETC) @ monthly recurring charges multiplied by remaining months in the 12 months period will be applicable. After completion of 12 months ISRO can terminate link by giving 1- month termination notice in advance without any ETC. In the event that ISRO experience three (3) or more Outages affecting the same Service or the solution, during any thirty (30) day period, consecutively, every month for 3 months, and the service provider is unable to resolve such an Outage permanently, ISRO may choose to terminate the impacted service or the Solution for convenience by serving 30 days termination notice period, without any early termination charges.</p>	Yes / No / Explain	

15	<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 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. b. In such Circumstances, the time stipulated for the performance of an obligation under the purchase order/Contract may be proportionately extended. 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. 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. e. The force majeure conditions are applicable only to the prime Contractor and purchaser.</p>	Yes / No / Explain	
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16	<p>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.</p>	Yes / No / Explain	
17	<p>Applicable Law: The Contract shall be interpreted, construed and governed by the Laws of India.</p>	Yes / No / Explain	
18	<p>Jurisdiction: The court of Bengaluru only shall have the Jurisdiction to deal with the Award and decide with the matter relating to the Dispute arising out of this Contract.</p>	Yes / No / Explain	

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. 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.	Yes / No / Explain	
20	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	
21	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 & 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.	Yes / No / Explain	
22	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	
23	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	

24	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	
25	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	
26	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	
27	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	

C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	Remark
1	Leased Line - Internet service - One time charges for commissioning 500 Mbps Managed link with 1 Gbps of DDoS protection	1.00 Lot		-		

2	Leased Line - Internet service - Annual recurring charges for 500 Mbps Managed Internet Leased Line with 1 Gbps of DDoS protection	3.00 Years		-		
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Common charges (Applicable for all items)

any other charges	
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