

**GOVERNMENT OF INDIA
DEPARTMENT OF SPACE
ISRO TELEMETRY TRACKING & COMMAND NETWORK (ISTRAC)
BANGALORE**

Tender for NETWORK SWITCHES-SDD

Bids to be submitted online

Tender No.: ISTRAC/ISTRAC PURCHASE/TR202200032801 dated 10-01-2023

A. Tender Details

Tender No : **ISTRAC/ISTRAC PURCHASE/TR202200032801**

Tender Date : **10-01-2023**

Tender Classification: **GOODS**

Purchase Entity : **ISTRAC PURCHASE**

Centre : **ISRO TELEMETRY TRACKING & COMMAND NETWORK (ISTRAC)**

NETWORK SWITCHES-SDD

Note: 1) This is a Dual Part Public Tender. Please submit your Offers separately for Technical and Price Bid under relevant Template. Please upload Price Bid under Price Bid only and nowhere else. If price is mentioned anywhere other than Price Bid, your offer will not be considered. 2) Please provide your compliance separately for (a) Performance Bank Guarantee Clause (b) Liquidated Damages Clause (c) Security Deposit Clause and other terms and conditions of the tender enquiry.

A.1 Tender Schedule

Bid Submission Start Date : **10-01-2023 17:00**

Bid Clarification Due Date : **26-01-2023 17:00**

Bid Submission Due Date : **23-02-2023 17:00**

Bid Opening Date : **24-02-2023 10:00**

Price Bid Opening Date : **10-03-2023 10:00**

B. Tender Attachments

NA

Instructions To Vendors

1. INSTRUCTIONS TO TENDERERS FOR ONLINE SUBMISSION OF TENDERS THROUGH E-PROCUREMENT SYSTEM

1. a) Bidders shall arrange themselves all resources, including Digital signature certificates and Internet Connections at their own cost, for participating in online tendering.
- b) Vendors can download the tender details and submit their offers online using their vendor accounts (obtained during registration) in our portal. Help demos for tender download and bidding processes are given on home page.
- c) The tender should be submitted online in the ISTRAC link before the due date and time as specified in the tender schedule in the portal.
- d) Vendors shall also take note of other Instructions to tenderers indicated in the tender documents.

2. Conditions for online submission of tenders:

- a) It is mandatory for interested parties to register as vendors in our e-procurement portal <https://eproc.vssc.gov.in/home.html> for participating in online eProcurement process of ISRO. Only registered vendors can submit their offers online in our eProcurement portal.
- b) Vendors who are already registered in the existing EGPS software of ISRO, please register by clicking the link in the email you would have already received from 'eproc@vssc.gov.in'. After registration, do the profile update by login to this portal.
- c) For new vendors, who are not registered in the existing EGPS software, vendor registration will be released along with the portal release. To register as vendors please refer to the help demos listed on the home page of the e-procurement link mentioned above. They may approach help desk (contact details provided on the home page) for any technical help for registration and subsequent process.
- d) OEM details should be added in your E-Procurement profile under Add Agent/Principal without fail.

3. ISTRAC shall not be responsible for failure of vendors in submitting bids online caused due to technical reasons at vendor end such as network or power failures, computer failure, internet-browser, mistakes / errors in filling the bids on line by vendor etc.

4. Procedure for seeking clarifications/help for the tender:

- a) All enquiries regarding the tenders and submission of offers shall be online and only through our eProcurement portal.
- b) Vendors may approach help desk e-mail id and phone number given on the home page for any technical help (e-mail: eproc@vssc.gov.in and Phone: +91471 2565454/4574/2527/3753/3289).

5. Queries by vendors on technical problems on the last day of tender will not be binding on ISTRAC/ISRO for resolving/addressing. ISTRAC will not be responsible for non-submission of bids for those cases.

2. CERTIFICATE OF UNDERTAKING

1. A certificate from the bidder shall be enclosed along with their quotation (Technical bid) as per the format enclosed.

2. An AGENT is a person employed to do any act for another, or to represent another in dealings with third person.

3. 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 is : DEPARTMENT FOR PROMOTION OF INDUSTRY AND INTERNAL TRADE (DPIIT)).

4. (b)Control shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.

5. Bidder from a country which shares a land border with India for the purpose means:

(a)An entity incorporated, established or registered in such a country; or

(b)A subsidiary of an entity incorporated, established or registered in such a country; or

(c)An entity substantially controlled through entities incorporated, established or registered in a such a country; or

(d)An entity whose beneficial owner is situated in such a country; or

(e)An Indian (or other) agent of such an entity; or

(f)A natural person who is a citizen of such a country; or

(g)A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

6. BIDDER (including the term tenderer, consultant or service provider in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

7. CERTIFICATE

8.

COMPANY NAME AND SEAL:

9. DESIGNATION:

10. Explanation:

(a) Controlling Ownership interest means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;

11. GOVERNMENT OF INDIA

DEPARTMENT OF SPACE

ISTRAC, BENGALURU: 560 058.

12. iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.

13. (iii). I/We _____ hereby undertake that if the Certificate is found to be false at any given time ISRO/ISTRAC may treat this as a ground for immediate termination and further legal action in accordance with law can be initiated.

14. ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.

15. (ii). I/We hereby confirm that the country of origin of goods is _____

16. i) In case of a company or Limited Liability Partnership, the beneficial owner is a natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

17. (i). I/WE _____ read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I /

We _____ Certify that this bidder is not from such a country.

18. iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

19. I / We _____ Certify that this bidder is from such a country and registered with the Competent Authority (i.e. Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Copy of Registration Certificate is enclosed.

20. NAME:

21. OR*

I/We _____ read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India.

22. Ref:Tender No _____ date _____

Our Quotation No. _____ date _____

23. REQUIREMENT OF REGISTRATION:

24. SIGNATURE:

25. (* Strike out whichever is not applicable).

26. Subject: Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) 2017 - reg.

27. The beneficial owner for the purpose of (6) above will be as under:

28. (TO BE PRINTED ON THE LETTER HEAD OF THE VENDOR)

29. v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

3. PROFORMA FOR INSTRUCTIONS TO TENDERERS AND TERMS & CONDITIONS OF TENDER

1. a) 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.

(b) 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 nonacceptance of tender, the tenderer will have to remove the samples at his own expense.

(c) 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.

(d) 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.

2. ACCEPTANCE OF STORES: (a) 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. (b) 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. (c) 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. (d) If the whole or any part of the stores supplied are rejected in accordance with Clause No. (c) 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.

3. ARBITRATION : All disputes, differences, claims and demands arising under or pursuant to or touching this agreement shall be referred to Arbitration of a sole Arbitrator to be appointed by the Director, ISTRAC, whose decision/award will be final and binding on both the parties. Such arbitration shall be held in Bangalore and shall be subject to and governed by the provisions of the Arbitration and Conciliation Act of 1996 or any statutory modification or re-enactment thereof. The language to be used in Arbitration is English only.

4. 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.

5. a) Your offer should be valid for 120 days from the date of opening of the tender. b) Prices are required to be quoted according to the units indicated in the annexed tender form. 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.

6. CUSTOMS DUTY : This office is eligible for Concessional Customs Duty @ 5.5% against Ministry of Finance, Department of Revenue, Government of India, vide Customs Notification No.51/96-Cus Dated 23-07-1996 (Sl.No.1) and amended under Notification No.93/96 dated 11th December 1996 and 24/2002 dated 01-03-2002

7. 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.

8. TAXES: GST is payable as per applicable rates.

9. GUARANTEE & REPLACEMENT: (a) The Contractor shall guarantee that the stores supplied shall comply fully with the specifications laid down, for material, workmanship and performance. (b) Warranty shall be for the period mentioned in the tender document. 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 the warranty period, by the purchaser who shall state in writing in what respect the stores or any part thereof are faulty. (c) 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 warranty from the date of acceptance thereof. (d) 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. (e) 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 warranty or any other period or as to whether the nature of defects requires renewal or replacement, shall be final, conclusive and binding on the Contractor. (f) To fulfill guarantee conditions outlined in (a) to (e) above, the Contractor shall, at the option of the Purchaser, furnish a Bank Guarantee (as prescribed by the Purchaser)

10. If the IGST is applicable, the same will be reimbursed if it is reflected in Bill Of Entry. Proof shall be provided while claiming payment.

11. It is to be noted that either Customs Duty or GST is applicable (any one)

12. JURISDICTION : The contract/ purchase order shall be governed by an interpreted and construed in accordance with the laws of India. The courts situated at Bangalore only shall have jurisdiction to deal with and decide any legal matter or dispute arising out of contract/ purchase order.
13. 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.
14. Please provide your compliance for Security Deposit, Performance Bank Guarantee and Liquidated Damages Clause.
15. 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.
16. 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.
17. Sales Tax and/or other duties/levies legally leviable and intended to be claimed should be mentioned in the price bid template. If nothing is mentioned, then it will be presumed that the rate quoted is inclusive of all taxes/duties.
18. SECURITY DEPOSIT: Wherever, the Purchase Order value is Rs. 5.00 Lakhs or more, 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 ten percent 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 in terms of Sub-Clause (ii) and (iii) of clause regarding Delivery. (b) hereof and/or to recover from the Contractor, damages arising from such cancellation.
19. SETTLEMENT OF DISPUTES : Except as otherwise specifically provided in the contract, all disputes concerning question of fact arising under the Contract shall be decided by the Purchaser

subject to a written appeal by the Contractor to the Purchaser whose decision shall be final to the parties hereto. Any disputes or differences including those considered as such by only one of the parties arising out of or in connection with the Contract shall be, to the extent possible, settled amicably between the parties. If amicable settlement cannot be reached, then all disputes shall be settled by arbitration.

20. TERMS & CONDITIONS OF TENDER

21. TEST CERTIFICATE: Wherever required, test certificates should be sent along with the despatch documents.

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

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

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

29. 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.

4. MAKE IN INDIA UNDERTAKING (VENDORS SHALL SUBMIT THE BELOW CERTIFICATE ON

THEIR LETTER HEAD DULY SIGNED)

1. The type of Class which the vendor belongs: Class-I or Class-II Local Suppliers as defined under DPIIT Order dtd 04/06/2020- Preference to Make in India Order-2017 Revision.(Class I local supplier means a supplier or service provider, whose goods, service or works offered for procurement, has local content equal to or more than 50% & Class II local supplier means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%). NOTE: Bidders offering imported products will fall under the category of Non-local suppliers. They cannot claim themselves as Class I Local suppliers/Class II Local suppliers by claiming the services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc. as local value addition.
2. Percentage of local content for the quoted item.
3. Details of location (s) at which the local value addition is made
4. 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.

5. TENDER TERMS AND CONDITIONS

1. All information in Vendor Specified Terms shall be provided without fail to avoid unnecessary correspondence / delay in process. The same should reach before technical bid opening date and time without fail.
2. As per Rule 144(xi) of General Financial Rules, 2017, any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority (i.e., Department for Promotion of Industry and Internal Trade) in line with Order (Public Procurement No. 1, 2 and 3) dated 23/07/2020 and 24/07/2020 or any amendments thereon issued by the Public Procurement Division, Department of Expenditure, Ministry of Finance. Hence, Vendors or Agents of a Vendor (Indian or Others) from a country sharing border with India shall submit the copy of Valid Registration made with DPIIT along with the tender mandatorily, without which the offer will be treated as invalid.
3. a) Order no: F.No.6/18/2019 PPD dated 23.07.2020 of Department of Expenditure), Ministry of Finance Under Public procurement division for the General Financial rule (GFRs).
4. b) Class I local supplier means a supplier or service provider, whose goods, service or works offered for procurement, has local content equal to or more than 50%, as defined under order.

5. c) Class II local supplier means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.

6. d) Bidders offering imported products will fall under the category of Non-local suppliers. They cannot claim themselves as Class I Local suppliers/Class II Local suppliers by claiming the services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc. as local value addition.

7. e) Verification of local content: i) The Class I local supplier/ Class II local supplier at the time to tender, bidding or solicitation shall be required to indicate percentage of local content and provide self certification that the item offered meets the local content requirement for Class I local supplier / Class II local supplier as the case may be. They shall also give details of the location(s) at which the local value addition is made.

8. A supplier who has been debarred by any procuring entity for violation of this order shall not be eligible for preference under this order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed.

9. Delivery Terms: FOR ISTRAC

10. GENERAL TERMS & CONDITIONS FOR BIDDERS: For this procurement, bids from Class I, class II and Non-Local Suppliers are admissible. Provisions contained in Public Procurement (Preference to Make in India), Order 2017 issued by Department for Promotion of Industry and Internal Trade (DIPP), Ministry of Commerce & Industries vide letter No. P 45021/2/2017 PP(BE II) dated 04.06.2020 and subsequent amendment & directives shall be followed. Accordingly, offer will be evaluated & processed in conformation with above referred GOI order (Specially mentioned below). The bidder shall provide compliance and undertaking as per order and hereafter amendments:

11. If an agent submit bid on behalf of the principal/OEM, the same agent shall not submit a bid on behalf of another principal/OEM in this tender for the same item. If submitted, all offers will be liable for rejection.

12. iii) False declarations will be in breach of the code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules (GFR) 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.

13. ii) In case bid value is in excess of Rs. 10 Cr., Class I local supplier/ Class II local supplier shall be required to 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 respect of suppliers other than companies) giving the percentage of local content.

14. In case the bidders propose any other payment terms in deviation with the standard terms mentioned in the tender enquiry, it may be noted that applicable cash flow implications will be loaded on the prices quoted for commercial comparison of the offers. If advance payments are insisted by the bidders, interest at the rate of MCLR (Marginal Cost Linked Rate) as notified by State Bank of India from time to time shall be loaded on the prices for price comparison.

15. In this tender either the Indian agent on behalf of the principal/OEM or the principal /OEM itself can bid, but both cannot bid simultaneously for the same item. Indian agents while quoting on behalf of their principals shall provide necessary latest authorisation letter obtained from their principals/manufacturers.

16. Liquidated damages: If the vendor fails to deliver the items on or before the delivery date, or any extension thereafter purchaser shall recover from the vendor as liquidated damages a sum of 0.5% of the contract price of the undelivered stores for each calendar week of delay. The total liquidated damages shall not exceed 10% of the contract price of the unit or units so delayed.

17. Model Certificate for Tenders: 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 fulfills all requirements in this regard and is eligible to be considered.

18. Model Certificates for Tenders for Work involving possibility of sub contacting: I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub contracting to contracting from such countries I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub contract any work to a contract form such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. Provide Compliance for the above in Vendor Specified Commercial Terms.

19. NO EMD AND TENDER FEE.

20. Performance Bank Guarantee (PBG) to be furnished as a security for fulfilment of warranty obligations by the successful vendor after satisfactory execution of purchase order/Contract (3% of the value of the purchase order/Contract). Central SUs/PSE/Autonomous bodies are exempted from the production of Performance Bank Guarantee. Instead; an indemnity bond shall be furnished in lieu of PBG.

21. Product Scope: Class I local supplier/ Class II local supplier shall offer only standard and

catalogued product for Equipment / Spares Cards / assemblies. If the above offered Equipment / Cards / Assemblies are under development / to be developed the bid will not be considered.

22. PUBLICITY: No publicity of any kind whatsoever in case of PURCHASE ORDER shall be given by the Supplier without prior permission of the Purchaser.

23. SECRECY: The technical information, drawings, specifications and other related documents, forming part of the CONTRACT, are the property of the Purchaser and shall not be used for any other purpose, except for execution of the CONTRACT. All rights, including rights in the event of grant of patent and registration of designs are reserved. The technical information, drawings, specifications, records and other documents shall not be copied, transcribed, traced or reproduced in any other form or otherwise in whole and/or duplicated, modified, divulged and/or disclosed to a third party nor misused in any other form whatsoever without Purchasers consent in writing except to the extent required for the execution of this CONTRACT. These technical informations, drawings, specifications and other related documents shall be returned to the Purchaser with approved copies and duplicates, if any, immediately after they have been used for the agreed purpose.

24. Senior Purchase and Stores Officer, ISTRAC, reserves the right to accept or reject any/or all the tenders in part or full without assigning any reasons thereof.

25. Submit the bid on or before due date.

26. Successful vendor has to submit the security deposit. (3 % of the value of the purchase order). Central PSUs/PSE/Autonomous bodies shall be exempted from the payment of security deposit, and instead, an indemnity bond shall be secured from them.

27. VENDORS HAS TO REFLECT THE POINT NO (4), (5) AND (6) IN THEIR BID.

28. TAXES: GST is payable as per applicable rates.

C. Bid Templates

C.1 Technical Bid - NETWORK SWITCHES-SDD

1. NETWORK SWITCH

Common Specifications (Applicable for all items)

Sl No	Specification	Value	Compliance	Offered Specification	Remark
1	Specification 1	19-inch rack mountable chassis along with rack mount kit.	Yes / No / Explain		
2	Specification 2	Offered switch shall be 1U form factor	Yes / No / Explain		
3	Specification 3	Switch shall have at least 24 nos. of 1GbE/10GbE copper ports	Yes / No / Explain		
4	Specification 4	Switch shall have additional 4 Nos of Fiber 10GbE SFP+ ports	Yes / No / Explain		
5	Specification 5	The Switch shall be configured with 2 nos. of 10G SFP+ LR transceivers to support minimum upto 10KM	Yes / No / Explain		
6	Specification 6	The transceivers offered should be from the switch manufacturer only	Yes / No / Explain		
7	Specification 7	Minimum Switching capacity 148 Gbps	Yes / No / Explain		
8	Specification 8	Minimum Throughput 110 Mpps	Yes / No / Explain		
9	Specification 9	The configuration for an individual switch shall be realized using a single chassis (not by stacking)	Yes / No / Explain		
10	Specification 10	Offered Switch shall be with non-blocking ports	Yes / No / Explain		
11	Specification 11	Offered Switch shall be SDN Ready	Yes / No / Explain		

12	Specification 12	Offered Switch shall offer support for PTP and NTP	Yes / No / Explain		
13	Specification 13	Switch shall offer minimum of 4000 VLAN	Yes / No / Explain		
14	Specification 14	Switch shall offer 802.1X Authentication	Yes / No / Explain		
15	Specification 15	Switch shall offer MAC Authentication	Yes / No / Explain		
16	Specification 16	Switch shall offer DHCP Snooping	Yes / No / Explain		
17	Specification 17	Switch shall provide IPv6 host support at the edge network.	Yes / No / Explain		
18	Specification 18	Switch shall offer IPv6 Routing (OSPF v3), BGP4+ (IPv6), VRF (IPv6), IPv6 over IPv4 tunnels, Multicast Listener Discovery (MLD) version 2 snooping	Yes / No / Explain		
19	Specification 19	Switch shall offer MAC Layer Filtering	Yes / No / Explain		
20	Specification 20	Switch shall offer VRF / VRF-lite (minimum 16 VRF instances with route leaking functionality)	Yes / No / Explain		
21	Specification 21	Switch shall offer VRRP/VRRP-E/HSRP Layer 3 protocol redundancy or equivalent to support active-passive.	Yes / No / Explain		
22	Specification 22	Switch shall offer 802.1s Multiple spanning Trees.	Yes / No / Explain		
23	Specification 23	Switch shall be Generic Routing Encapsulation (GRE) capable	Yes / No / Explain		
24	Specification 24	Switch shall support creation of sub-interface.	Yes / No / Explain		
25	Specification 25	Switch shall support open standards based EVPN to support VXLAN based overlay network for layer-2 (VLAN).	Yes / No / Explain		
26	Specification 26	Switch shall offer layer-3 (VRF) extension.	Yes / No / Explain		

27	Specification 27	Switch shall offer minimum 30k IPv4 LPM (Longest Prefix Match) routes.	Yes / No / Explain		
28	Specification 28	Switch shall offer port mirroring on L3 network.	Yes / No / Explain		
29	Specification 29	Switch shall offer Static and Dynamic NAT	Yes / No / Explain		
30	Specification 30	Switch shall offer IGMP Snooping (v2/v3)	Yes / No / Explain		
31	Specification 31	Switch shall offer IGMP v2/v3 Fast leave	Yes / No / Explain		
32	Specification 32	Switch shall offer Per VLAN Spanning Tree	Yes / No / Explain		
33	Specification 33	Switch shall offer RIP v2 and RIPng	Yes / No / Explain		
34	Specification 34	Switch shall offer PIM v2.	Yes / No / Explain		
35	Specification 35	Switch shall offer PIM Dense mode (DM) or PIM Sparse Mode(SM).	Yes / No / Explain		
36	Specification 36	Switch shall offer OSPF v2 or v3.	Yes / No / Explain		
37	Specification 37	Switch shall support IS-IS routing.	Yes / No / Explain		
38	Specification 38	Switch shall offer BGP	Yes / No / Explain		
39	Specification 39	Switch shall offer Link Aggregation (802.ad)	Yes / No / Explain		
40	Specification 40	Switch shall offer VLAN Tagging (802.1Q)	Yes / No / Explain		
41	Specification 41	Switch shall offer 802.1D Bridging	Yes / No / Explain		
42	Specification 42	Switch shall offer SNMP V3.	Yes / No / Explain		
43	Specification 43	Switch shall offer RFC 7348- Virtual extensible Local Area Network (VxLAN)	Yes / No / Explain		
44	Specification 44	Switch shall offer RFC 2373 IPv6 Addressing Architecture	Yes / No / Explain		

45	Specification 45	Switch shall offer BFD for Multipoint network for fast Failure Detection as per RFC 5881 or equivalent	Yes / No / Explain		
46	Specification 46	Switch shall provide Protection against Denial of Service (DoS) attacks	Yes / No / Explain		
47	Specification 47	Switch shall offer firmware certified for NIAP/NDPP/Valid Indian Common Criteria Certification Scheme (IC3S) for EAL2	Yes / No / Explain		
48	Specification 48	Switch Shall offer Jumbo packet support, Max Size=9198 Bytes	Yes / No / Explain		
49	Specification 49	Switch shall offer Access Control Lists (ACLs): IP Layer 3 filtering based on source/destination IP address/subnet and source/destination TCP/UDP port number	Yes / No / Explain		
50	Specification 50		-		
51	Specification 51	Should be offered with internal hot-swappable, redundant power supplies (220 VAC at 50 Hz) with MTBF 300,000 Hours	Yes / No / Explain		
52	Specification 52	Required no of power cables (IEC-13/14 Power Cord 2 Meter) shall be offered with each switch.	Yes / No / Explain		
53	Specification 53	Shall be offered with console cable to access and configure the switch	Yes / No / Explain		
54	Specification 54	Command-line interface; Web browser; out-of-band management (RJ-45 Ethernet); SNMP Manager; Telnet and FTP; out-of-band management (serial RS-232C or Micro USB)	Yes / No / Explain		

55	Specification 55	Switch shall have Compliance to BIS norms for safety standard IS 13252:2010 or equivalent BIS standard, RoHS India[E-Waste (Management) Rules, 2016] certification or equivalent	Yes / No / Explain		
56	Specification 56	Switches shall have Electromagnetic emissions compliance FCC Class A or equivalent	Yes / No / Explain		
57	Specification 57	Switches shall be FIPS Compliant	Yes / No / Explain		
58	Specification 58	Switches shall be ROHS India[E-Waste (Management) Rules, 2016] certification or equivalent compliant	Yes / No / Explain		
59	Specification 59	Quality Requirements	Yes / No / Explain		
60	Specification 60	All the offered switches must be from the same OEM	Yes / No / Explain		
61	Specification 61	The design and production of critical subsystems like system board, controllers etc., shall be under the control of manufacturer & international quality certified realization process	Yes / No / Explain		
62	Specification 62	All subsystems of the system shall have been selected to achieve optimal performance and high reliability	Yes / No / Explain		
63	Specification 63	The system architecture shall ensure maximum performance for data forwarding. The subsystems, the processor boards, the interconnections among subsystems and the software shall be properly matched to ensure maximum performance	Yes / No / Explain		

64	Specification 64	Systems shall be only from a proven product line from highly reputed manufacturers. The product line shall be an internationally established brand reputed for high quality and with wide acceptance in deployment for mission critical and business critical functions in the industry	Yes / No / Explain		
65	Specification 65	The manufacturer of the system shall be in total control of the lifecycle (Design, release, support, obsolescence and termination of the critical subsystems like motherboard, controllers etc.) of the product	Yes / No / Explain		
66	Specification 66	Warranty	Yes / No / Explain		
67	Specification 67	OEM's support package for on-site next business day comprehensive warranties for 5 years for switches	Yes / No / Explain		
68	Specification 68	Manufacturers support package for Warranty and technical support only should be quoted. The specific part number for such support should be clearly indicated. Vendor shall not replace manufacturer's warranty with their own warranty package	Yes / No / Explain		
69	Specification 69	Warranty should start from the date of acceptance of the full configuration	Yes / No / Explain		
70	Specification 70	Technical Support to cover the following:	Yes / No / Explain		
71	Specification 71	Warranty –	Yes / No / Explain		

72	Specification 72	a) OEM's support package for on-site next business day comprehensive warranties for 5 years for switches.	Yes / No / Explain		
73	Specification 73	b) Manufacturers support package for Warranty and technical support only should be quoted. The specific part number for such support should be clearly indicated. Vendor shall not replace manufacturer's warranty with their own warranty package.	Yes / No / Explain		
74	Specification 74	c) Warranty should start from the date of acceptance of the full configuration.	Yes / No / Explain		
75	Specification 75	d) Technical Support to cover the following:	Yes / No / Explain		
76	Specification 76	· Access to technical support information for resolving problems, configuration issues, utilities etc.	Yes / No / Explain		
77	Specification 77	· Access to technical literature relating to the system	Yes / No / Explain		
78	Specification 78	· Onsite technical support in trouble-shooting	Yes / No / Explain		
79	Specification 79	Installation & System Support	Yes / No / Explain		
80	Specification 80	Vendor shall deliver, install & commission the systems as per the configuration at ISTRAC, Bangalore	Yes / No / Explain		
81	Specification 81	The installation shall include unpacking and placement of the switches in rack, Activation of License and demonstration of all L3 features. System installation, commissioning is the sole responsibility of the vendor	Yes / No / Explain		

82	Specification 82	Vendor shall provide required skilled man-power during system installation and acceptance at ISTRAC, Bangalore	Yes / No / Explain		
83	Specification 83	Vendor shall provide installation and acceptance report as a part of system installation on successful completion of system acceptance by end users	Yes / No / Explain		
84	Specification 84	At the time of installation and commissioning of the 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 then vendor is required to supply such items to ensure the completeness of the configuration at no extra cost. Vendor should ensure completeness of the list of deliverables in the offer to avoid such discovery during installation	Yes / No / Explain		
85	Specification 85	System Support – Vendor shall provide on-call onsite support for the delivered set of systems during the warranty period. The support shall include onsite activities like failed component replacement, operating system & device driver installation and configuration, troubleshooting and raising support call with OEM	Yes / No / Explain		

86	Specification 86	Vendor shall identify a support engineer in Bangalore who shall attend the on call basis onsite support requirements	Yes / No / Explain		
87	Specification 87	Notes to the Vendor	Yes / No / Explain		
88	Specification 88	Vendor shall submit following certifications from OEM on OEM's letter head -	Yes / No / Explain		
89	Specification 89	· The vendor is authorized for participating in the bid	Yes / No / Explain		
90	Specification 90	· The offered hardware is not an obsolete product	Yes / No / Explain		
91	Specification 91	· The offered hardware / software components will not reach End of Support for at least six years from the date of supply	Yes / No / Explain		
92	Specification 92	· The offered hardware / software component is back to back supported by the OEM during the warranty period.	Yes / No / Explain		
93	Specification 93	For all items in the list of deliverable offered by the vendor, the manufacturer's part number should be clearly indicated. Offer of items without clear specification of part number is not acceptable.	Yes / No / Explain		
94	Specification 94	Vendor should provide specification compliance document along with traceability of the quoted product specifications.	Yes / No / Explain		
95	Specification 95	Vendor should provide complete BOM of hardware and software licenses along with the offer	Yes / No / Explain		

96	Specification 96	Vendor should indicate the part nos. of the deliverable items clearly. The part numbers & description of the items in the offer should match the part numbers & description of the items mentioned in the manufacturer's spec sheets available on OEM website	Yes / No / Explain		
97	Specification 97	The part numbers & description of the goods delivered should match the part numbers & description in the offer	Yes / No / Explain		
98	Specification 98	Vendor shall ensure that required power cables IEC-C13 or Indian 3-Pin or both shall be provided along with systems as requested by ISTRAC after release of purchase order at no extra cost to ISTRAC	Yes / No / Explain		
99	Specification 99	Vendor should carefully consider all the clauses in the specifications and should ensure that their offer is complete in all respects at the time of submission. Complete technical documentation justifying the compliance should be enclosed along with their offer. Offer which is incomplete is liable to be considered non-compliant	Yes / No / Explain		

100	Specification 100	Specifications of the major items have been provided in the enclosed document. In case any additional accessories/ software media/licenses are required to complete the configuration for full functionality and/or better manageability vendor should include such hardware accessories and related software elements or plug-ins with licenses in their offer	Yes / No / Explain		
101	Specification 101	Systems from the manufacturers who primarily assemble systems by getting components/ subsystems from different suppliers and who do not have direct control over the production process/ quality of the items so obtained, will not be acceptable	Yes / No / Explain		
102	Specification 102	Vendor should provide technical brochure from manufacturer for all subsystems to verify the current status (i.e. when released, whether due for replacement/obsolescence) the specification of the subsystems. The technical brochure shall give the details not only for the main system but also for all the subsystems and accessories. Technical brochure shall include details of	Yes / No / Explain		
103	Specification 103	· Functional specification.	Yes / No / Explain		
104	Specification 104	· Hardware & software configuration.	Yes / No / Explain		
105	Specification 105	· Configuration options.	Yes / No / Explain		

106	Specification 106	· Electrical & environmental specification.	Yes / No / Explain		
107	Specification 107	· Safety compliance details.	Yes / No / Explain		
108	Specification 108	· Physical dimension.	Yes / No / Explain		
109	Specification 109	System test report and reliability metric	Yes / No / Explain		
110	Specification 110	End Usage – The product shall be deployed at different parts of India and across the globe for supporting TTC operation	Yes / No / Explain		
111	Specification 111	In case the approval of any Foreign Govt. agency, like US dept. of commerce, is required for the supply of any of the items, vendor should clearly indicate the items requiring such clearance. For such items vendor should obtain strong assurance from the manufacturer regarding their commitment to follow-up through the necessary clearance process. A written assurance to this effect should be enclosed with the technical offer	Yes / No / Explain		

Supporting Documents required from Vendor

1. DATA SHEET

2. DETAILED BOM

3. COMPLIANCE SHEET

4. MAF

5 additional documents can be uploaded by the vendor

C.2 Commercial Terms / Bid

Sl. No.	Description	Compliance	Vendor Terms
1	Payment Term (Our normal terms of payment is 100% within 30 days from the date of receipt and acceptance of the item at our site)	Yes / No / Explain	
2	Taxes and other costs, if any	Yes / No / Explain	
3	Delivery Period	Yes / No / Explain	
4	Delivery Term	Yes / No / Explain	
5	Security Deposit: FD or BG for 3% of PO value to be submitted after receipt of PO and valid till supply & acceptance.	Yes / No / Explain	
6	Performance Bank guarantee : BG for 3% of PO value to be submitted while claiming payment valid till end of warranty period with a claim period of 60 days.	Yes / No / Explain	
7	SD-cum-Warranty (PBG) (in lieu of SD & PBG as a single instrument): BG for 3% of PO value to be submitted after receipt of PO valid till end of warranty period with a claim period of 60 days.	Yes / No / Explain	
8	<p>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 per cent (0.5%) of the Contract price of the undelivered stores for each calendar week of delay. The total liquidated damages shall not exceed ten percent (10%) 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. If certain components are not delivered in time, the stores will be considered as delayed until such time as the missing parts are delivered.</p>	Yes / No / Explain	
9	Warranty	Yes / No / Explain	

10	Validity	Yes / No / Explain	
11	Name and Address of the company on whom purchase order to be placed (OEM if any should be added in your E-Procurement profile under Add Agent/Principal without fail). Address indicated here must be available in your profile as a Principal/Agent failing which PO will be placed on the e-procurement address available in the profile.	Yes / No / Explain	
12	Certificate of Undertaking: Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods or services (including consultancy services and non consultancy services) or works (including turn-key projects) only if the bidder is registered with the Competent authority (i.e. DPIIT). Hence, it is mandatory to furnish Certificate of Undertaking as indicated in the tender document.	Yes / No / Explain	
13	Foreign vendors are permitted to quote. 1. Class -I and Class-II Local suppliers as per make in India policy are also eligible to participate in the bid. 2. The percentage of local content should be specifically mentioned in the offer if the quote is from Class-I or Class-II local supplier 3. Preference will be given to class-I Local Supplier and in their absence, class-II Local suppliers and in their absence Non-Local suppliers will be considered.	Yes / No / Explain	
14	Percentage of local content for the quoted item.	Yes / No / Explain	
15	Details of location (s) at which the local value addition is made	Yes / No / Explain	
16	GeM Seller ID: As per GoI OM No. 6/9/2020-PPD dated 24.08.2020 and DO No. 170/CEO-GeM/2020, sellers providing Goods and Services to Central Government Organizations shall be registered on GeM and obtain a unique GeM registered ID. Hence please get registered in GeM and furnish your GeM Seller ID.	Yes / No / Explain	
17	Any other terms	Yes / No / Explain	

C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	Remark
1	NETWORK SWITCH	61.00 Nos.		-		

Common charges (Applicable for all items)

P&F Charges	
Freight Charges	
Installation Charges	
Documentation & Handling Charges	
Other Charges (If any)	