

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

**Tender for Comprehensive Annual Maintenance Contract for Fujitsu
server**

Bids to be submitted online

Tender No.: ISTRAC/ISTRAC PURCHASE/TR202400029201 dated 03-10-2024

A. Tender Details

Tender No : **ISTRAC/ISTRAC PURCHASE/TR202400029201**

Tender Date : **03-10-2024**

Tender Classification: **GOODS**

Purchase Entity : **ISTRAC PURCHASE**

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

Comprehensive Annual Maintenance Contract for Fujitsu server

Please provide your compliance specifically for the following: (a) Security Deposit Clause (b) Performance Bank Guarantee Clause (c) DELAY IN COMPLETION / LIQUIDATED DAMAGES (d) Certificate of Undertaking (e) MII Compliance.

A.1 Tender Schedule

Bid Submission Start Date : **03-10-2024 15:00**

Bid Clarification Due Date : **01-11-2024 17:00**

Bid Submission Due Date : **18-11-2024 14:00**

Bid Opening Date : **18-11-2024 14:30**

B. Tender Attachments

Technical Write-up/Drawings

Document : ServerConfig

Document : SerialNo

Instructions To Vendors

3. 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.

4. 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 (SI.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.

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. 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).

3. 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.

4. A supplier who has been debarred by any procuring entry 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.

5. 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.

6. 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.

7. 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.

8. Delivery Terms: FOR ISTRAC

9. 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.

10. GENERAL TERMS & CONDITIONS FOR BIDDERS: For this procurement, bids from Class I & class II Local Suppliers are admissible. hence 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.

29. 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. 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.

7. 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.

C. Bid Templates

C.1 Technical Bid - Comprehensive Annual Maintenance Contract for Fujitsu server

1. 3 Years AMC for Fujitsu Servers Config 1

Item specifications for 3 Years AMC for Fujitsu Servers

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	General Note Config-A	Vendor shall provide compliance for all the specifications	Yes / No / Explain		

2. 3 Years AMC for Fujitsu Servers Config 2

Item specifications for 3 Years AMC for Fujitsu Servers

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	General Note Config-2	Vendor shall provide compliance for all the specifications	Yes / No / Explain		

3. 3 Years AMC for Fujitsu Servers Config 3

Item specifications for 3 Years AMC for Fujitsu Servers

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	General Note Config-3	Vendor shall provide compliance for all the specifications	Yes / No / Explain		

4. 3 Years AMC for Fujitsu Servers Config 4

Item specifications for 3 Years AMC for Fujitsu Servers

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	General Note Config-4	Vendor shall provide compliance for all the specifications	Yes / No / Explain		

5. 3 Years AMC for Fujitsu Servers Config 5

Item specifications for 3 Years AMC for Fujitsu Servers

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	General Note Config-5	Vendor shall provide compliance for all the specifications	Yes / No / Explain		

6. 3 Years AMC for Fujitsu Servers Config 6

Item specifications for 3 Years AMC for Fujitsu Servers

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	General Note Config-6	Vendor shall provide compliance for all the specifications	Yes / No / Explain		

7. 3 Years AMC for Fujitsu Servers Config 7

Item specifications for 3 Years AMC for Fujitsu Servers

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	General Note Config-7	Vendor shall provide compliance for all the specifications	Yes / No / Explain		

8. 3 Years AMC for Fujitsu Servers Config 8

Item specifications for 3 Years AMC for Fujitsu Servers

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	General Note Config-8	Vendor shall provide compliance for all the specifications	Yes / No / Explain		

9. 3 Years AMC for Fujitsu Servers Config 9

Item specifications for 3 Years AMC for Fujitsu Servers

SI No	Specification	Value	Compliance	Offered Specification	Remark
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1	General Note Config-9	Vendor shall provide compliance for all the specifications	Yes / No / Explain		
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10. 3 Years AMC for Fujitsu Servers Config 10

Item specifications for 3 Years AMC for Fujitsu Servers

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	General Note Config-10	Vendor shall provide compliance for all the specifications	Yes / No / Explain		

11. 3 Years AMC for Fujitsu Servers Config 11

Item specifications for 3 Years AMC for Fujitsu Servers

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	General Note Config-11	Vendor shall provide compliance for all the specifications	Yes / No / Explain		

Common Specifications (Applicable for all items)

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	Note	Vendor shall comply to all the specifications	Yes / No / Explain		
2	Requirement-1	AMC for the Fujitsu Servers deployed at PAN INDIA has to be offered	Yes / No / Explain		
3	Requirement-2	Vendor should offer Third Party comprehensive support package for 3 years starting from date of release of PO for all the items or from 21st April,2025 whichever is later.	Yes / No / Explain		

4	Requirement-3	Any other charges/taxes applicable should be mentioned clearly and separately. The monthly AMC cost for each type of hardware will be derived from vendor's commercial offer for the corresponding hardware on prorata basis	Yes / No / Explain		
5	Requirement-4	The vendor should agree to include items of similar type during the contract period & AMC rate shall be applicable on pro-rata basis.	Yes / No / Explain		
6	Requirement-5	Third Party support for 24 X7 support with advanced replacement against failure has to be offered for the hardware	Yes / No / Explain		
7	Requirement-6	The Maintenance Agency should agree to remove some or all the items from AMC on written request from ISTRAC any time during the period of maintenance. ISTRAC will give three months advance notification for removal of items from AMC	Yes / No / Explain		
8	Requirement-7	The contract shall stand cancelled with three months notice at any time during the contract due to unsatisfactory performance of the vendor.	Yes / No / Explain		
9	Requirement-8	In case of disk failure, when Maintenance Agency replaces the disk, it should be noted that the failed Hard disk drives will not be returned back.	Yes / No / Explain		
10	Requirement-9	The Vendor should not assign, sublet or delegate this contract or any part thereof without ISTRAC written consent.	Yes / No / Explain		

11	Requirement-10	Corrective maintenance shall be carried out as and when required due to malfunction/out-of-order of the systems.	Yes / No / Explain		
12	Requirement-11	The Maintenance Engineer should be an Experienced certified administrator to handle the mentioned System maintenance.	Yes / No / Explain		
13	Requirement-12	It is the responsibility of the vendor to coordinate with the Third party and carryout all the activities involved in any hardware troubleshooting/ replacement.	Yes / No / Explain		
14	Requirement-13	Vendor shall submit on Third Party OEM's letter head mentioning the following - a) Third Party has authorized the Vendor to participate in the tender. b) Third Party shall support the AMC on back-to-back basis SLA. c) Failed hard disks will not be returned back by ISTRAC during AMC period replacements Submission of Third Party certification as stated above is a mandatory requirement. It should be included under Vendor's Documents submitted along with the offer.	Yes / No / Explain		
15	Requirement-14	Procurement of replacement spare parts, paying duty as applicable shall be the responsibility of the Maintenance Agency.	Yes / No / Explain		

16	Requirement-15	Comprehensive maintenance service to be provided by Maintenance Agency during contract period that shall include but not limited to corrective and preventive maintenance of the systems in satisfactory working order and shall include carrying out of repairs, servicing, replacement of defective parts, firmware and software up gradation of the components, wherever applicable.	Yes / No / Explain		
17	Requirement-16	ISTRAC shall have no role to play in the import of replacement parts during the maintenance period. It is distinctly understood that the Maintenance Agency shall be entirely responsible for imports of spares required for fulfilling their commitment regarding uptime for the systems throughout the period of contract. Procurement of replacement spare parts paying duty as applicable shall be the responsibility of the Maintenance Agency.	Yes / No / Explain		
18	Requirement-17	The response time of Maintenance Engineer shall be within 24 hrs in case of any problem reported. Response time shall be the elapsed time between the time of notification to the Maintenance Agency office and the point of Maintenance Engineer reporting at ISTRAC.	Yes / No / Explain		

19	Requirement-18	The annual maintenance charge covers all parts, labor, transport and repair necessary to keep the covered equipment in good working order and provides unlimited calls for service. Average response time will be within 24 hours from receipt of call. Repair time should be within 72Hours from first response.	Yes / No / Explain		
20	Requirement-19	The replacement of the failed component should be made with a new component and not with any repaired/refurbished component.	Yes / No / Explain		
21	Requirement-20	The vendor should note that the failure of the replaced component should not occur within next three months from the date of replacement.	Yes / No / Explain		
22	Requirement-21	It should be noted that the failed component will not be given to the vendor until the time replacement is complete and the system is tested for proper functionality.	Yes / No / Explain		

23	Requirement-22	Replacement of defective parts should be arranged by vendor at no extra cost to ISTRAC. The defective device/part should be replaced by the same specification/make preferably with the same part number of the OEM of the failed items and, in case these are not available, the device/part with higher specification has to be installed. The replacement of the failed component should be made with a new component and not with any repaired/refurbished component.	Yes / No / Explain		
24	Requirement-23	The Maintenance Agency should maintain a log of system failure and corrective / preventive maintenance and furnish the same to ISTRAC on quarterly basis.	Yes / No / Explain		
25	Requirement-24	The annual maintenance charge shall cover all parts, labor, travel and repair necessary to keep the items in good working condition	Yes / No / Explain		
26	Requirement-25	Please note that ISTRAC may choose the period of contract or number of quantity for any of the items listed in Annexure-I based on the offers received.	Yes / No / Explain		

27	Requirement-26	The Systems are deployed in locations PAN india. Vendor has to provide services in the following location a) Bangalore b) Lucknow c) Udaipur d) Jodhpur e) Ahmedabad f) Faridabad g) Gaggal h) Kolkata i) Shillong j) Hyderadad k) Hassan l) Mahendragiri m) Trivandrum n) Portblair o) Bhubneswar p) Guwahati q) Hassan r) Bhopal s) Lakhshdweep t) Multiple locations in Bangalore u) Dehradun	Yes / No / Explain		
28	Requirement-27	Please note that vendor has to quote section/items wise price against each line items as per the Annexure-I	Yes / No / Explain		
29	Requirement-28	Please note that vendor needs to submit the documentary evidence that the vendor has experience in maintaining servers and purchase order copy not older than 3 years must be furnished as documentary evidence.	Yes / No / Explain		
30	Requirement-29	Please note that ISTRAC may choose the period of contract for any of the sections or any of the items listed in Annexure-I based on the offers received before release of the contract.	Yes / No / Explain		
31	Requirement-30	Please note that ISTRAC may choose the period of contract for any of the sections or any of the items listed in Annexure-I based on the offers received before release of the contract.	Yes / No / Explain		

32	Requirement-31	The vendor should provide Technical Compliance statement in detail against all the specifications clearly	Yes / No / Explain		
33	Requirement-32	Vendor must have a support center in Bangalore and shall provide a quick response within 2 hours whenever issue is reported. During the preventive and corrective maintenance, vendor must depute the manpower as and when required to carry out the activity in time	Yes / No / Explain		
34	Requirement-33	Vendor shall be responsible for firmware upgrade, bios upgrade or any other security patches during the period of AMC for all the servers. All logistic arrangement for onsite firmware upgrade shall be borne by the vendor. Vendor may choose to deploy centralized patch management system in the data centre and can perform all the patch management for the same. The required hardware in redundant configuration must be supplied by the vendor.	Yes / No / Explain		
35	Requirement-34	If it is required to keep spares in the ISTRAC sites to meet the availability requirements. Vendor may deploy such spares in ISTRAC site and must deploy suitable manpower in such cases to carry out such corrective and preventive maintenance tasks.	Yes / No / Explain		

36	Requirement-35	1. Vendor must have a support center in Bangalore 2. Vendor must have executed the AMC of similar nature in last 3 years 3. Vendor must be MSE/MSME/PSU	Yes / No / Explain		
37	Payment Terms	Vendor shall note that payment shall be made on quarterly basis on satisfactory completion of the three months on a prorate basis.	Yes / No / Explain		
38	Payment Terms-2	During the period of the contract, if a new device is added or an existing device is removed from the AMC, the payment shall be carried out based on the breakup cost provided by the vendor on prorate basis and for the actual servers under AMC.	Yes / No / Explain		
39	Note to the vendor	The order shall be issued for the entire quantity and no splitting of order shall be done.	Yes / No / Explain		
40	L1 Selection	L1 offer shall be selected on the overall price including taxes. The offer with the overall lowest price shall be declared as L1	Yes / No / Explain		

Supporting Documents required from Vendor

1. Technical CST

2. Commercial Bill of material

3. Supporting technical documents

4. Technical Bill of Quantity

5. Technical datasheet

6. Manufacturer authorization letter

5 additional documents can be uploaded by the vendor

C.2 Commercial Terms / Bid

Sl. No.	Description	Compliance	Vendor Terms
1	To be delivered at IDSN,ISTRAC, Peenya,Bangalore.	Yes / No / Explain	
2	PERIOD OF CONTRACT: - The Contract shall be valid for a period mentioned in the tender. However, ISTRAC reserves the right to extend the same for further periods at the same rates, terms & conditions on mutual agreement. ISTRAC also reserves the right to short close/terminate the Contract by giving one month prior notice in writing if the performance of the Contractor or their workforce is found to be unsatisfactory during the currency of the Contract, without any financial obligations on ISTRACs side.	Yes / No / Explain	
3	SYSTEM DETAILS: As per the Tender and attached Technical terms if any.	Yes / No / Explain	
4	SCOPE OF WORK: As detailed in the tender. CHARGES: - Please quote your lowest charges for the above system valid for period mentioned in the tender Percentage of GST, if any payable shall be shown separately along with applicable HSN code. The rates shall remain firm and fixed till the completion of the entire contract period.	Yes / No / Explain	

5	<p>SPARES: For Comprehensive AMC, any defective item/spares if required to be replaced shall be carried out by the Contractor, free of cost. Contractor shall ensure sufficient stock of items for readiness of replacement of defective components. For Non-comprehensive AMC, the spare parts if any required for maintenance, shall be provided by ISTRAC. However, if the spares are not readily available with ISTRAC, but are available with the Contractor, the same shall be supplied with prior approval from the concerned Contact person duly certified by the respective Approving authority for which payment will be made extra against production of documentary evidence. Replacement of spare parts may be routed through stores only and removed parts may be handed over to stores. Price list of Essential Spare Parts for the Machine shall be submitted along with your quotation without fail. Please specify applicable percentage of GST for Spares along with HSN code</p>	Yes / No / Explain	
6	<p>PAYMENT: - Payment shall be made on MONTHLY/BIMONTHLY/QUARTERLY/HALFYEARLY/ANNUAL Pro-rata basis after satisfactory completion of each maintenance/visit. No other mode of payment shall be entertained.</p>	Yes / No / Explain	
7	<p>DOWN -TIME COMPENSATION: - In case the break-down calls are not attended to within 48 hours from the date of intimation from ISTRAC, down time compensation at the rate of 0.5% (of the annual maintenance charges of the broken down system) per day subject to a maximum of 10% shall be recovered from the Contractor.</p>	Yes / No / Explain	
8	<p>SECURITY DEPOSIT :- In case of an order, the Contractor shall submit an interest free security deposit equivalent to 3% of the annual contract value in the form of Fixed Deposit Receipt (FDR) or Bank Guarantee or Insurance Surety Bond towards performance of the Contract. This Security Deposit shall be refunded after due performance of this Contract or shall be adjusted/forfeited against any dues.</p>	Yes / No / Explain	

9	<p>ADDITIONS & DELETIONS- ISTRAC reserves the right to add/delete any number of same type of system during the currency of the Contract as per the agreed rates.</p>	Yes / No / Explain	
10	<p>SUBLET OF CONTRACT: - The Contractor shall not sublet, transfer or assign the Contract or any part thereof without ISTRAC s prior written approval.</p>	Yes / No / Explain	
11	<p>FALL CLAUSE- The maintenance charges quoted by the Contractor shall in no event exceed the lowest charges at which the Contractor maintain system(s) of identical description to any other party(ies) during the period of this Contract. If at any time, during the said period, the Contractor reduce the maintenance charges of such machine to any other customer, it shall forthwith be notified to ISTRAC and the charges payable under the Contract for the servicing done after the date of coming into force of such reduction of maintenance charges, shall stand correspondingly reduced.</p>	Yes / No / Explain	

12	<p>Arbitration: Local suppliers: :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/s 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 together with amendments thereto or any modification thereof. 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 Tenderer during the pendency of arbitration proceedings, without prejudice to a final adjustment in the accordance with the decision of the Arbitrator unless otherwise directed in writing by the Purchaser or unless the matter is such that the works cannot be possibly continued until the decision (whether final or interim) of the Arbitrator is obtained. Adherence and acceptance to this Clause is Compulsory or otherwise the Tender will be rejected.</p>	Yes / No / Explain	
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13	<p>Arbitration with Overseas Supplier: In the event of any dispute or difference arising out of or in connection with this Purchase Order, such dispute or difference shall be settled amicably by mutual consultants or through the good offices of the respective parties. If such resolution is not possible, then the unresolved dispute or difference shall be referred to the Sole Arbitrator appointed in accordance with provisions of the ICADR Arbitration Rules, 1996 of the International Center for Alternative Dispute Resolution, New Delhi. The Arbitration shall be conducted in India in accordance with the Rules & Procedures of the Arbitration and Conciliation Act of 1996 or any re-enactment or modification thereof. The expenses for the Arbitration shall be paid as may be determined by the Arbitrator. The Seat for Arbitration shall be Bengaluru. The applicable language for Arbitration shall be English only. Adherence and acceptance to this Clause is Compulsory or otherwise the Tender will be rejected.</p>	Yes / No / Explain	
14	<p>Arbitration with Public Sector Undertakings: In the event of any dispute or difference relating to the interpretation and application of the Contract, such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4 (1)/2013 - DPE (GM) /FTS 1835 dated 22.05.2018. And/or amended thereafter".</p>	Yes / No / Explain	
15	<p>In the event of damages to ISTRACs property or injury to ISTRAC/Contractors personnel due to the negligence of the Contractor/ Contractors workforce, the responsibility shall solely rest with the Contractor. ISTRAC shall not be responsible for loss of life of the Contractor /Contractors workforce due to accidents/natural calamities.</p>	Yes / No / Explain	
16	<p>In case after award of this contract, the Contractor fail to execute the same, ISTRAC shall get the works done through other agencies at your risk and cost.</p>	Yes / No / Explain	
17	<p>The Contractor shall make their own arrangements for Transport, Canteen, Safety, Medical and other amenities for their personnel deputed to ISTRAC.</p>	Yes / No / Explain	

18	The work shall be done at ISTRACs site during normal working hours between 0900 hrs & 1700 hrs (Monday to Friday).	Yes / No / Explain	
19	The Contractor shall depute only qualified and trained Engineers/Technicians for attending the maintenance work and they shall be Indian Nationals.	Yes / No / Explain	
20	All necessary tools and tackles for the work shall be brought by the Contractor.	Yes / No / Explain	
21	Any loss incurred by ISTRAC shall be recovered from the Contractor.	Yes / No / Explain	
22	Entry Pass: - Entry passes shall be arranged by ISTRAC for Contractors service personnel deputed to ISTRAC. Based on the certification by the respective contact person and approved by respective Division Head. Necessary Police Verification Report shall also be provided by the Contractor in respect of their personnel.	Yes / No / Explain	
23	Note1: ISTRACs enclosed printed standard terms & conditions shall also form part of this tender.	Yes / No / Explain	
24	Note2: If any of the bidders submit any forged or false documents along with the tender, such tenders shall be summarily rejected and such bidders shall be blacklisted for all future tenders.	Yes / No / Explain	
25	The Contractor shall attend one Preventive Maintenance visit per year.	Yes / No / Explain	
26	The Contractor shall also attend any number of Breakdown call visits per year on free of cost as and when required.	Yes / No / Explain	

C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	Remark
1	3 Years AMC for Fujitsu Servers Config 1	114.00 Nos.		-		
2	3 Years AMC for Fujitsu Servers Config 2	16.00 Nos.		-		
3	3 Years AMC for Fujitsu Servers Config 3	2.00 Nos.		-		

4	3 Years AMC for Fujitsu Servers Config 4	7.00 Nos.		-		
5	3 Years AMC for Fujitsu Servers Config 5	20.00 Nos.		-		
6	3 Years AMC for Fujitsu Servers Config 6	12.00 Nos.		-		
7	3 Years AMC for Fujitsu Servers Config 7	8.00 Nos.		-		
8	3 Years AMC for Fujitsu Servers Config 8	2.00 Nos.		-		
9	3 Years AMC for Fujitsu Servers Config 9	6.00 Nos.		-		
10	3 Years AMC for Fujitsu Servers Config 10	6.00 Nos.		-		
11	3 Years AMC for Fujitsu Servers Config 11	20.00 Nos.		-		

Common charges (Applicable for all items)

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