



वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद्  
Council of Scientific and Industrial Research  
अनुसंधान भवन, 2-रफी मार्ग नई दिल्ली 110001  
Anusandhan Bhawan, 2-Rafi Marg, New Delhi-110001

Tender notice No.  
No.13-2(58)/09-10-Pur  
Dated 23.02.2010

**Tender for Supply , Installation and commissioning and Maintenance of 25  
TB Usable Capacity Storage Area Net work (SAN) Solution**

Date of Issue of tender	23.02.2010
Last date and time for submission of observations /queries	08.03.2010 up to 5.00 PM
Date of Pre-Bid conference	10.03.2010 at 11.00 AM
Date of Submission of Bid	15.03.2010 Up to 2.30 PM
Date of opening of Bids at 11.00 AM	15.03.2010 at 3.00PM
Amount of EMD to be attached with the Technical Bid	Rs.3,00,000/= (Rupees Three Lacs Only)

**Note:** Cost of Tender/BID document is INR.300/= if requested by post. No tender fee is applicable if the document is downloaded from our website [www.csir.res.in](http://www.csir.res.in) .

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## **INSTRUCTIONS, TERMS AND CONDITIONS FOR SUPPLY OF 25 TB Usable Capacity Storage Area Network facility at CSIR Hqrs.**

Gentleman,

For and on behalf of the Council of Scientific and Industrial Research, Joint Secretary Administration, CSIR, New Delhi, invites sealed bids for supply, installation, commissioning and maintenance of the **25 TB Usable Capacity Storage Area Network Solution** at CSIR Hqrs detailed in Schedule of requirement -Annexure-I.

### **CHAPTER 1 INSTRUCTIONS TO BIDDER**

#### **1.0 The major component of the work are:**

1.0.1 Supply, Installation, Testing, Commissioning and Three Years On-Site comprehensive Warranty Maintenance of 25 T.B. Usable Capacity Storage Area Network (SAN) systems for Council of Scientific & Industrial Research HQ New Delhi .

Note: Customization to meet CSIR requirements may be done to existing product(s). In case such product(s) meet the schedule of requirements and the technical requirements/specifications as specified in Annexure I

The bidder should submit the bid for all of the Groups as listed in clause 1.0, also it is mandatory that all the optional items specified for a group must be quoted.

In case all the items including optional items within a group (inclusive of warranty and maintenance) are not quoted then the bid shall be summarily rejected.

#### **1.1. The major responsibilities of the bidder shall include:-**

Supply, Installation, Acceptance Testing, Commissioning Integration of existing servers at server room of CSIR HQ and three years On-Site Comprehensive Warranty Maintenance of Storage Area Network (SAN) systems for Council of Scientific & Industrial Research HQ.

1.1.1 Supervision of commissioning and on-site Three years comprehensive warranty maintenance of supplied equipments by professionally qualified and trained engineers/personnel.

**Note:** The major responsibilities as specified in clause 1.1 above are indicative only and not exhaustive in any manner.

## **1.2. Eligibility Criteria/ Pre-qualification**

### **1.2.1. Eligible Bidders**

1.2.1 This Invitation for Bids is open to all National & International Manufacturers, their authorized distributors, dealers, agents, Business partners etc . Attach documentary proof.

1.2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the CSIR to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.

1.2.3 The bidder should have been in operation for a period of at least 5 years as on last date of bid submission, as evidenced by the “Certificate of Incorporation and Certificate of Commencement issued by the registrar of Companies”.

1.2.4 Bidders must have at least 3 years of experience in supply, installation, commissioning and maintenance of respective systems as per clause 1.0 above, out of which at least 2 years must be in similar kind of activities for single organization(s) spread across India. The bidder should give details of at least 2 projects of the same scale and nature executed by him.

1.2.5 The bidder should enclose a copy of quality certificate from a recognized institution for their manufacturing / assembly / system integration facilities anywhere located in India or abroad. This certification should be from any globally recognized institution.


1.2.6 The OEM/ bidder should preferably be an ISO certified company.

1.2.7. The bidder must have infrastructure support in the form of direct service centres or franchisees at New Delhi /NCR.

1.2.8 Bid should accompany an earnest money deposit of Rs 3,00,000/- (Rupees Three Lacs Only) in the form of a demand draft or Bank Guarantee drawn in favor of ‘The Joint Secretary, CSIR, New Delhi’ on a scheduled/ nationalized bank payable at New Delhi.

1.2.9 Bidder should submit valid documentary proof of Sales Tax/VAT, Service Tax /GST registration number and the details of income tax registration (PAN).

1.2.10 The vendor must fulfill the above eligibility criteria/ pre-qualification conditions. Technical bid of vendors fulfilling the pre-qualification conditions will only be evaluated by the duly constituted technical evaluation committee of CSIR. Bid of vendors not fulfilling the pre-qualification conditions given above will be summarily rejected. Undertaking for subsequent submission of any of the above documents will not be entertained under any circumstances.



**1.2.11** CSIR reserves the right to verify/confirm all original documentary evidence submitted by vendors in support of above mentioned clauses of eligibility criteria (from clause 1.2.1 to 1.2.11).

### **1.3. Cost of Bidding**

1.3.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and CSIR will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

1.3.2 Interested eligible bidders may purchase the bidding documents on payment of the cost of bidding documents as indicated in the invitation for bids/NIT or alternatively, the bidding documents can be downloaded from our Website [www.csir.res.in](http://www.csir.res.in) free of cost.

### **1.4. Fraud and corruption:**

1.4.1 The CSIR requires that the *bidders*, suppliers and contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the following are defined:

“Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution:

“Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract:

“Collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the CSIR, designed to establish bid prices at artificial, noncompetitive levels; and

“Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract:

1.4.2 The CSIR will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question:

### **1.5. Content of Bidding Documents**

1.5.1 The goods required, bidding procedures and contract terms are prescribed in the bidding documents which should be read in conjunction. The bidding documents, apart from the invitation for bids have been divided into 5 chapters as under:

Chapter 1 : Instructions to Bidder (ITB)

Chapter 2: General Conditions of Contract (GCC) and  
Special Conditions of Contract (SCC)

Chapter 3 : Schedule of Requirements Annexure-I

Chapter 4 : Price Schedule Forms Annexure-II

Chapter 5 : Other Standard Forms comprising:

(a) Bidder Information Form- Annexure-III

(b) Manufacturer’s Authorization Form (MAF) Annexure-IV

(c) Bid Security Form- Annexure-V

(d) Performance Statement form-Annexure-VI

- (e) Deviation Statement Form-Annexure-VII
- (f) Service Support details –Annexure-VIII
- (g) Bid form- Annexure-IX
- (h) Performance Security Form- Annexure-X

1.5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

#### **1.6. Pre Bid Conference & Clarification of bidding documents.**

1.6.1 A pre bid conference is scheduled to be held in room no. 101 at CSIR Hqrs, 2- Rafi Marg, New Delhi on **10.03.2010** at 11.00 AM. All the prospective bidders are requested to submit their queries and observations if any through post or mail before 5.00 PM on **08.03.2010**

1.6.2 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the CSIR in writing at the CSIR's address specified in the Special Conditions of Contract (SCC). The CSIR shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the CSIR deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under *clause* relating to amendment of Bidding documents and Clause relating to Deadline for Submission of Bids. The clarifications and amendments issued would also be hosted on the CSIR website for the benefit of the other prospective bidders.

#### **1.7. Amendment of Bidding Documents**

1.7.1 At any time prior to the deadline for submission of bids, CSIR may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.

1.7.2 All prospective bidders who have received the bidding documents will be notified of the amendment in writing or by cable or by fax, or by e mail and will be binding on them. The same would also be hosted on the CSIR website [www.csir.res.in](http://www.csir.res.in) and all prospective bidders are expected to surf the website before submitting their bids to take cognizance of the amendments.

1.7.3 In order to allow prospective bidders reasonable time to take the amendment into account, *while* in preparing their bids, the CSIR, at its discretion, may extend the deadline for the submission of bids and host the changes on the CSIR website.

#### **Preparation of Bids**

##### **1.8. Language of Bid**

1.8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the CSIR, shall be written in English language only especially when the details are technical. However, if GOI makes it mandatory under Rajbhasha Adhniyam in that case views of Rajbhasha unit of CSIR may be sought.



1.8.2 The Supplier shall bear all costs of translation, if any, to the English language and all risks of the accuracy of such translation, for documents provided by the Supplier.

### **1.9. Documents Comprising the Bid**

1.9.1 The bid prepared by the Bidder shall include:

- (a) Bidder Information Form
- (b) Bid security/EMD as specified in the Invitation to Bids.
- (c) Service support details form:
- (d) Deviation Statement Form:
- (e) Performance Statement Form:
- (f) Manufacturer's Authorization Form.
- (g) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.
- (h) Bid form.
- (i) Documents establishing goods eligibility and conformity to bidding documents.
- (j) Applicable Price Schedule Form.**
- (k) DGS&D Registration certificate in case the items under procurement falls under the restricted category of the current export-import policy of the Govt. of India.

### **1.10. Bid form and price schedule**

1.10.1 The bidder shall complete the Bid Form and the appropriate price schedule form furnished in the bidding documents. These forms must be completed without any alterations to its format and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

### **1.11. Bid Prices**

1.11.1 The Bidder shall indicate on the appropriate price schedule form, the unit prices and total bid prices of the goods it proposes to supply under the contract.

1.11.2 Prices indicated on the price-schedule form shall be entered separately in the following manner:

#### **(a) For Goods manufactured within India**

(i) The price of the goods quoted Ex -works including taxes already paid.

(ii) VAT and other taxes like excise duty etc. which will be payable on the goods if the contract is awarded.

a. The charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination as specified in the price schedule form.

b. The installation, commissioning and training charges including any incidental services, if any.

#### **(b) For Goods manufactured abroad**

(i) The price of the goods, quoted on FCA (named place of delivery abroad) or FOB (named port of shipment), as specified in the price schedule form.

(ii) The charges for insurance and transportation of the goods to the port/place of destination.

(iii) The agency commission charges, if any.

(iv) The installation, commissioning and training charges including any incidental services, if any.

1.11.3 The terms FOB,FCA, CIF, CIP etc shall be governed by the rules prescribed in the current edition of the Incoterms published by the International Chambers of Commerce, Paris.

1.11.4 Where there is no mention of packing, forwarding, freight, insurance charges, taxes etc. such offer shall be rejected as incomplete.

1.11.5 The price quoted shall remain fixed during the contract period and shall not vary on any account

1.11.5 All lots and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Lots or items not listed in the Price Schedule shall be assumed to be not included in the bid.

1.11.6 The purchases made by the CSIR for scientific purpose are exempt from excise duty and Custom Duty at a concessional rate is leviable.

### **1.12. Bid Currencies**

1.12.1 Prices shall be quoted in Indian Rupees for offers received for supply within India and in freely convertible foreign currency in case of offers received for supply from foreign countries.

### **1.13. Documents Establishing Bidder's Eligibility and qualifications**

1.13.1 The bidder shall furnish, as part of its bid, documents establishing the bidders' eligibility to bid and its qualification to perform the contract if its bid is accepted.

1.13.2 The documentary evidence of the bidders qualification to perform the contract if the bid is accepted shall establish to the CSIRs satisfaction that;

(a) The bidder meets the qualification criteria listed in bidding documents, if any.

(b) Bidder that doesn't manufacture the goods it offers to supply shall submit to Manufacturers' Authorization Form (MAF) using the form specified in the bidding document to demonstrate that it has been duly authorized by the manufacturer of the goods to quote and/or supply the goods.

(c ) In case a bidder not doing business within India, it shall furnish the certificate to the effect that the bidder is or will be represented by an agent in India equipped and able to carry out the supply, maintenance, repair obligations etc. during the warranty and post warranty period or ensure a mechanism at place for carrying out the supply, maintenance, repair obligations etc. during the warranty and post-warranty period.

1.13.3 Conditional tenders shall not be accepted

### **1.14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents**

1.14.1 To establish the goods' eligibility, the documentary evidence of the goods and services eligibility shall consist of a statement on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment.

1.14.2 To establish the conformity of the goods and services to the specifications and schedule of requirements of the bidding document, the documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of:

(a) A detailed description of the essential technical and performance characteristics of the goods;

(b) A list giving full particulars, including available sources and current prices, of spare parts,



special tools, etc., necessary for the proper and continuing functioning of the goods during the warranty period following commencement of the use of the goods by CSIR in the Priced-bid ; and

(c) An item-by-item commentary on the CSIR's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

1.14.3 For purposes of the commentary to be furnished pursuant to above, the Bidder shall note that standards for workmanship, material and equipment, designated by the CSIR in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute these in its bid, provided that it demonstrates to the CSIR's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

### **1.15. Bid Security/ Earnest Money Deposit (EMD)**

1.15.1 The Bidder shall furnish, as part of its bid, a bid security (BS) for an amount as specified in the Invitation for Bids. In the case of foreign bidders, the BS shall be submitted either by the principal or by the Indian agent and in the case of indigenous bidders, the BS shall be submitted by the manufacturer or their specifically authorized dealer/bidder.

1.15.2 The bid security is required to protect the CSIR against the risk of Bidder's conduct, which would warrant the security's forfeiture.

1.15.3 The bid security shall be in Indian Rupees for offers received for supply within India and denominated in the currency of the bid or in any freely convertible foreign exchange in the case of offers received for supplies from foreign countries in equivalent Indian Rupees. The bid security shall be in one of the following forms at the bidders' option:

(a) A bank guarantee issued by a Nationalized/Scheduled bank/Foreign Bank operating in India in the form provided in the bidding documents and valid for 45 days beyond the validity of the bid. In case a bidder desires to submit a BG issued from a foreign bank, then the same should be confirmed by a Nationalised/Scheduled Indian bank; or

(b) Fixed Deposit receipt pledged in favor of the Lab./Institute.

(c) A Banker's cheque or demand draft in favour of the JS(Admn.)CSIR issued by any Nationalised/Scheduled Indian bank.

1.15.4 The bid security shall be payable promptly upon written demand by the CSIR in case the conditions listed in the ITB clause 15.11 are invoked.

1.15.5 The bid security should be submitted in its original form. Copies shall not be accepted.

1.15.6 While Bid security (EMD) is a requirement, JS(Admn.) may grant exemption of Bid security to some specific parties having sound credentials and are of national/international repute.

1.15.7 The bid security of unsuccessful bidder will be discharged /returned as promptly as possible positively within a period of 15 days after the expiration of the period of bid validity or placement of order which ever is later, without any interest.

1.15.8 The successful Bidder's bid security will be discharged upon the Bidder furnishing the performance security, without any interest. Alternatively, the BS could also be adjusted against PS, if it is paid through DD/BC.

1.15.9 The firms registered with DGS&D, NSIC, Govt. Public Undertakings, Central Autonomous Bodies and with the CSIR Labs./Instts. if any, are exempted from payment of BS provided such registration includes the item they are offering which are manufactured by them and not for selling products manufactured by other companies.

1.15.10 In case a bidder intimates at the time of tender opening in writing that the bid security is kept inside the financial bid, then in such cases, the technical bid of the party



would be accepted provisionally till opening of the financial bids with which the party has attached the bid security.

1.15.11 The bid security may be forfeited:

- (a) If a Bidder withdraws or amends or impairs or derogates its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- (b) In case of a successful Bidder, if the Bidder fails to furnish order acceptance within 15 days of the order or fails to sign the contract and/or fails to furnish Performance Security within 21 days from the date of contract/ order.

#### **1.16. Period of Validity of Bids**

1.16.1 Bids shall remain valid for minimum of 90 days after the date of bid opening prescribed by the CSIR. A bid valid for a shorter period shall be rejected by the CSIR as non-responsive.

1.16.2 In exceptional circumstances, CSIR may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable, telex, fax or e-mail). The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

1.16.3 Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

#### **1.17. Format and Signing of Bid**

1.17.1 The bids may be submitted in two parts i. Technical bid and Financial Bid as specified in the Invitation for Bids.

1.17.2 The Bidder shall submit the bids in two separate parts. One part shall contain Technical bid comprising all documents listed under clause relating to Documents Comprising the Bid excepting bid form and price schedules. The other part shall contain the priced-bid comprising bid form and price schedules. The Bidder shall prepare two copies of the bid, clearly marking each "Original Bid" and "Copy Bid", as appropriate.

1.17.3 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

1.17.4 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the bid. Submission and sealing of Bids

##### **1.17.5 Technical Bid:**

The Technical bid prepared by the bidder shall comprise of the following:

- (i) List of clients for which the bidder is having similar type of contracts and certificate regarding satisfactory performance of the contract (Please attach documentary proof).
- (ii) Number of equipment/ systems maintenance and support centers in NCR/ DELHI along with details of contact person like name, designation, address, telephone, e-mail etc. (Please attach documentary proof).
- (iii) Details of subcontractors and franchisee agreements thereon, as per serial (ii) above, if any.



- (iv) Bidder to give address of their website.
- (v) Total IT manpower and manpower on contract available with the bidder.
- (vi) Necessary detailed technical write up highlighting the features of sub assemblies of the systems offered.
- (vii) Describe the bidders understanding of the requirement.
- (viii) Provide the life cycle details of the systems as per clause 1.0 of section - I.
- (ix) Project Management Philosophy with details on progress reporting Mechanism (like testing progress, installation, commissioning etc), problem frequency, problem response time, escalation, knowledge repository etc.
- (x) Major milestones as identified by the bidder (testing, installation, commissioning etc).
- (xi) Bidder's response in the Model Response Format
- (xii) Product evaluation kit, technical information, white papers etc.
- (xiii) List of important installation sites.
- (xiv) For all the parts/controller cards/devices, the make and model should be mentioned in the technical bid with complete details.
- (xv) Submit the details together with the prices eventually or finally paid for providing identical or similar services and/or equipments and/or products to other CSIR Labs for the preceding three years, if any.
- (xvi) Bid Form
- (xvii) Submit the equipment and/or product compatibility sheet (Fully Met, Not Met, Deviations) and the roadmap to meet the gaps to meet the specifications.

**Note:**

- a. The bidder should submit self/company attested photocopies of the documents or by gazetted officer or notary public, wherever required.
- b. Make and model of all systems, sub-systems and optional items should be mentioned in the technical bid and complete technical details should be provided in the form of brochures and write ups.

**1.17.6 Financial Bid:**

- (i) The financial bid shall indicate the Unit prices / slab prices (wherever applicable) for the equipment/ systems/ product and/or services, it proposes to provide under the contract.
- (ii) Quoted prices should be firm and inclusive of Interface cables, Power cables, related accessories, Documentation of sub assemblies of system and Operating Manuals of the systems, excise, sales tax/VAT, service tax, octroi, freight, Packing, forwarding, handling, loading, unloading, insurance, any other tax/charges applicable and Installation, commissioning, on-site comprehensive warranty maintenance (3 years), commissioning, training etc. charges for all equipments/systems/products and services inclusive of all direct and indirect taxes and all other expenses related with the visits of the Vendor's personnel in connection with the performance of the contractual obligations by the Vendor..

(iii) Prices quoted by the bidder shall be fixed during the bidders performance of the contract and not subject to variation on any account. A bid submitted with an conditional price, quotation will be treated as non-responsive and will be rejected.

(iv) All prices and other information like discount etc. having a bearing on the price shall be written both in figures and words in the prescribed offer form. If there is discrepancy between the price/information quoted in words and figures, whichever is the higher of the two shall be taken as bid price.

(v) During the validity of this bid or during the extended period, if any, if the bidder sells any system or sub-system of the same configuration to any other Department/ Organization in India at a price lower than the fixed price for the Purchases, the bidder shall automatically pass on the benefits to the Purchaser.

(vi) Rates should be valid for 90 days from the date of opening of technical Bids.

(vii) Rates quoted shall be valid for the further period of One Year after award of the contact .

(viii)The prices shall be for delivery at desired destination in India including installation/ commissioning and complete operationalization and statutory levis, if any.

(ix)The Three year warranty period shall be taken into account, for the systems from the date of completion of supply of products, its successful installation/commissioning and acceptance by CSIR .

(x) During the warranty period, besides service/ maintenance of SAN hardware and its peripherals and System Software, all software upgrades/ updates , removing virus, bugs/patches and services shall also be provided at no extra cost.

### **1.18. Submission, Sealing and Marking of Bids**

1.18.1 The bidders may submit their duly sealed bids generally by post or by hand.

1.18.2 The Bidder shall seal the un-priced commercial and technical bid comprising the documents as listed in ITB 1.9.1 and the priced bid in two separate envelopes duly marked as "Technical bid" and "priced bid". Both the envelopes shall then be sealed in one outer envelope.

1.18.4 (a) The inner and outer envelopes shall be addressed to the CSIR indicated in the SCC.

(b) Bear the name and address of the bidder, Tender No., due date and a warning "Do not open before \_\_\_\_\_" to be completed with the time and date as specified in the invitation for bids.

1.18.5 If the outer envelope is not sealed and marked as required above, CSIR will assume no responsibility for the bid's misplacement or premature opening. In such cases, bids received in open condition within the due date and time will be accepted at the risk of the bidder if the same is presented to the Section Officer (Stores & Purchase) before expiry of the due date and time of opening of the bids.



1.18.6 Firms submitting bids in a single envelope against the requirement of two-bid system would be considered for further evaluation at the risk & responsibility of the bidder. However, the opened priced bid would be sealed immediately by the TOC without disclosing the price.

### **1.19. Deadline for Submission of Bids**

1.19.1 Bids must be reached to the address of the Joint Secretary (admin.), Council of Scientific & Industrial Research, 2-Rafi Marg, New Delhi-01 on or before **15.03.2010 at 2.30 PM**. In the event of the specified date for the submission of Bids being declared a holiday for the CSIR, the Bids will be received upto the appointed time on the next working day.

1.19.2 The CSIR may, at its discretion, extend the deadline for submission of bids by amending the bid documents in accordance with Clause relating to Amendment of Bidding Documents in which case all rights and obligations of the CSIR and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

### **1.20. Late Bids**

1.20.1 Any bid received by the CSIR after the deadline for submission of bids prescribed by the CSIR will be rejected.

1.20.2 Such tenders shall be marked as late and not considered for further evaluation. They shall not be opened at all and be returned to the bidders in their original envelope without opening.

### **1.21. Withdrawal, substitution and Modification of Bids**

1.21.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 18 duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 17.4 (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

(a) Submitted in accordance with ITB Clauses 17 and 18 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and

(b) Received by the CSIR prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 19.

1.21.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 21.1 shall be returned unopened to the Bidders. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form or any extension thereof.

### **Opening and Evaluation of Bids**

#### **1.22 Opening of Bids by the CSIR**

1.22.1 The CSIR will open all bids one at a time in the presence of Bidders' authorized representatives who choose to attend, as per the schedule given in invitation for bids. The Bidders' representatives who are present shall sign the quotation opening sheet evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the CSIR, the Bids shall be opened at the appointed time and location on the next working day. In two-part bidding, the financial bid shall be opened only after technical evaluation.

1.22.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

1.22.3 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the CSIR, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bid(s). The contents of the bid forms and price schedules would however be announced only at the time of opening of Priced-bids.

1.22.4 Bids that are received late shall not be considered further for evaluation, irrespective of the circumstances.

1.22.5. Bidders interested in participating in the bid opening process, should depute their representatives along with an authority letter to be submitted to the CSIR at the time of bid opening.

#### **1.22.6 Opening of EMD**

CSIR will open the EMD envelope first. In case the EMD is not found in order the bid shall be summarily rejected. Eligibility Criteria Document envelope of only those bidders will be opened and/or evaluated whose EMD is found in order.

#### **1.22.7 Opening of Eligibility Criteria Document**

CSIR will open the Eligibility Criteria document subject to clause 3.5.1. In case the Eligibility Criteria Document is not found in order the bid shall be summarily rejected. Technical bid of only those bidders will be opened and/or evaluated whose EMD and Eligibility Criteria Documents are found in order.

#### **1.22.8 Opening of Technical Bids by CSIR**

CSIR will open and/or evaluate the technical bid only if the EMD and Eligibility Criteria Requirement are submitted as per requirement in the presence of bidders' representatives, who choose to attend, at the time, on the date and at the place specified in Section-I.

#### **1.22.9 Clarification of Bids**

( i ) During evaluation of the bids, the CSIR may at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.

(ii) No Bidder shall contact the CSIR on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the CSIR, it should be done in writing.

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(iii) Any effort by a Bidder to influence the CSIR in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid and CSIR will declare the firm ineligible, either indefinitely or for a stated period of time from participation in future RFPs/tenders of CSIR.

(iv) The bidders could also be called for discussion and could also be allowed to modify their technical bids to suit the organizations requirements. The idea is to arrive at a threshold level of acceptability above which all the bidders shall be treated on par. Those whose technical specifications do not reach the threshold level of acceptability shall be rejected as technically unsuitable. The price bids shall be opened, evaluated and the contract awarded to the lowest evaluated bidder.

#### **1.22.10 Evaluation of Technical Bid**

(i) Detailed technical evaluation will be carried out pursuant to clause 3.3.3, and CSIR will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these Clauses, a substantially responsive bid is one, which conforms to all specifications & terms and conditions of the Bidding Documents without material deviations.

(ii) A bid determined as not substantially responsive may be rejected by the CSIR and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

(iii) The bidders short-listed by CSIR based on evaluation of their technical bids may be called for detailed discussions. The equipments/systems/ products will be subjected to industry standard tests and other currently available procedures/benchmarking tools / documentary evidences for verification of technical specification of each item separately as specified in Annexure K, by the duly constituted benchmarking/ testing committee at a specified date, time and venue, which may be at vendor's facilities as determined by CSIR. The vendor may be asked to bring the equipment/ system along with their own test and measuring equipments and other related software(s) at the specified venue, date and time. The date, time & venue will be informed to the bidder at least 7 days in advance. No request for any change in date, time and/or venue shall be entertained under any circumstances. In case of a failure to offer the equipments/systems for benchmarking within the time frame given by CSIR for evaluation, the bid shall be rejected.

(iv) Any specific/branded product, as decided by TEC, may be technically evaluated through demonstration/ presentation at CSIR/Vendor's premises located anywhere in India on a short notice. If the bidder fails to bring the sample/quoted products for technical evaluation within the stipulated time, their bid shall be rejected. CSIR may decide not to have demonstration of products already in use by CSIR being evaluated by CSIR during the current evaluation.

(v) In their own interest the bidders are advised to ensure that the systems brought for evaluation conforms to all technical parameters and is a tested system.

(vi) CSIR have the right to order any subset of the tendered items.

(vii) The technical evaluation committee may at its own discretion decide to carry out surprise inspection of bidder's manufacturing facilities and/or maintenance and support centre(s) to evaluate and ascertain the details as furnished by the bidder in its technical bid, the technical competence to perform the offered services, capabilities, available facilities and resources of the bidder for effective and efficient execution of the project.

(viii) For technical evaluation, Bidders have to ensure the availability of appropriate specialist, along with every type of documentation, equipments, software(s) required, from their organization for interacting with TEC & evaluation team. In case a bidder does not make the required specialist along with proper documentation, equipment and software(s) available, then such defaulting bidder shall be taken off the tender evaluation process and that bid will stand rejected.

### **1.23. Preliminary Examination**

1.23.1 The CSIR shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 1.9 have been provided, and to determine the completeness of each document submitted.

1.23.2 The CSIR shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.

(a) Bid Form and Price Schedule, in accordance with ITB Sub-Clause 1.10;

(b) All the tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the tender enquiry document. The tenders, who do not meet the basic requirements, are to be treated as unresponsive and ignored. The following are some of the important points, for which a tender may be declared as unresponsive and to be ignored, during the initial scrutiny:

(i) The Bid is unsigned.

(ii) The Bidder is not eligible.

(iii) The Bid validity is shorter than the required period.

(iv) The Bidder has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer.

(v) Bidder has not agreed to give the required performance security.

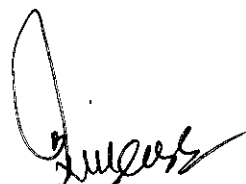
(vi) The goods quoted are sub-standard, not meeting the required specification etc.

(vii) Against the schedule of Requirement (incorporated in the tender enquiry), the tenderer has not quoted for the entire requirement as specified in that schedule.

(viii) The tenderer has not agreed to some essential condition(s) incorporated in the tender enquiry.

### **1.24. Responsiveness of Bids**

1.24.1 Prior to the detailed evaluation, the CSIR will determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantive responsive bid is one, which conforms to all terms and condition of the bidding documents without material deviations, reservations or omissions. A material deviation, reservation or omission is one that:



- (a) Affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
- (b) Limits in any substantial way, inconsistent with the Bidding Documents, the CSIR's rights or the Bidder's obligations under the Contract; or
- (c) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

1.24.2 The CSIR's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

1.24.3 If a bid is not substantially responsive, it will be rejected by the CSIR and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.

### **1.25. Non-Conformity, Error and Omission**

1.25.1 Provided that a Bid is substantially responsive, the CSIR may waive any nonconformities or omissions in the Bid that do not constitute a material deviation.

1.25.2 Provided that a bid is substantially responsive, the CSIR may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

1.25.3 Provided that the Bid is substantially responsive, the CSIR shall correct arithmetical errors on the following basis:

(a) If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the CSIR there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

1.27.4 Provided that a bid is substantially responsive, the CSIR may request that a bidder may confirm the correctness of arithmetic errors as done by the CSIR within a target date. In case, no reply is received then the bid submitted shall be ignored and its Bid Security may be forfeited.

### **1.26. Examination of Terms & Conditions, Technical Evaluation**

1.26.1 The CSIR shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.

1.26.2 The CSIR shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 14, to confirm that all requirements specified in Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.

1.26.3 If, after the examination of the terms and conditions and the technical evaluation, the CSIR determines that the Bid is not substantially responsive in accordance with ITB Clause 24, it shall reject the Bid.



### **1.27. Opening of Financial Bids**

- (i) CSIR will open the Financial bids of only those bidders, which have been found to be technically qualified to undertake the job, pursuant to Clause 3.5.4.
- (ii) The Financial Bids of the technically qualified bidders shall be opened in the presence of their representatives, who choose to be present, on a specified date and time and Venue.
- (iii) The date and time of opening of financial bids shall be informed to the technically qualified bidder.

#### **1.27.1 Evaluation and Comparison of Bids**

- (i) The comparison shall be of all-inclusive price of goods, such price to include all costs as well as duties and taxes paid or payable.
- (ii) Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the supplier does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between words and figures, whichever is the higher of the two shall be taken as bid price.
- (iii) If LQ-1 does not agree and opt out due to any reason, the bidder offering the second lowest quote (LQ-2) will then be asked to match the price of LQ-1, successively to LQ-3 and so on. The decision of CSIR arrived at, as per above will be final for empanelment and no representation of any kind shall be entertained.
- (iv) For Add on items Unit Price should be quoted which may be ordered along with the system as part of configuration or separately, the price should include installation, commissioning and maintenance (3 year) charges of those products to be supplied and installed, commissioned at CSIR HQ.
- (v) For each Add -on item, the prices of the lowest quotation of the technically and procedurally acceptable vendors will be made applicable to the finally selected vendors.

### **1.28. Conversion to Single Currency**

1.28.1 To facilitate evaluation and comparison, the CSIR will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to Indian Rupees at the selling exchange rate established by any bank in India as notified in the Newspapers on the date of bid opening in the case of single part bidding and the rates prevalent on the date of opening of the Priced bids in the case of two-part bidding. For this purpose, exchange rate notified in [www.xe.com](http://www.xe.com) or [www.rbi.org](http://www.rbi.org) or any other website could also be used by the CSIR.

### **1.29. Evaluation and comparison of bids**

1.29.1 The CSIR shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.



1.29.2 To evaluate a Bid, the CSIR shall only use all the factors, methodologies and criteria defined below. No other criteria or methodology shall be permitted.

1.29.3 The bids shall be evaluated on the basis of final landing cost which shall be arrived as under:

**For goods manufactured in India.**

- (i) The price of the goods quoted ex-works including all taxes already paid.
- (ii) VAT and other taxes like excise duty etc. which will be payable on the goods if the contract is awarded.
- (iii) Charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination.
- (iv) The installation, commissioning and training charges including incidental services, if any.

**For goods manufactured abroad**

- (i) The price of the goods, quoted on FCA (named place of delivery abroad) or FOB (named port of shipment), as specified in the bidding document.
- (ii) The charges for insurance and transportation of the goods to the port/place of destination.
- (iii) The agency commission etc., if any.
- (iv) The installation, commissioning and training charges including incidental services, if any.

1.29.4 The comparison between the indigenous and the foreign offers shall be made on FOR destination basis and CIF/CIP basis respectively. However, the CIF/CIP prices quoted by any foreign bidder shall be loaded further as under:

- a) Towards customs duty and other statutory levies -as per applicable rates.
- a) Towards custom clearance, inland transportation etc. - 2% of the CIF/CIP value.

**Note: Where there is no mention of packing, forwarding, freight, insurance charges, taxes etc. such offers shall be rejected as incomplete.**

1.29.5 In the case of Purchase of many items against one tender, which are not inter-dependent or, where compatibility is not a problem, normally the comparison would be made on ex-works, ( in case of indigenous items) and on FOB / FCA (in the case of imports) prices quoted by the firms for identifying the lowest quoting firm for each item.

1.29.6 Orders for imported stores need not necessarily be on FOB/FCA basis rather it can be on the basis of any of the incoterm specified in ICC Incoterms 2000 as may be amended from time to time by the ICC or any other designated authority and favorable to CSIR Labs/Institutes or Headquarters.

1.29.7 Wherever the price quoted on FOB/FCA and CIF/CIP basis are the same, the Contract would be made on CIF / CIP basis only.

1.29.8 The GCC and the SCC shall specify the mode of transport i.e whether by air/ ocean/road/rail.

1.29.9 The CSIR shall compare all substantially responsive bids to determine the lowest evaluated bid.

**1.30. Contacting the CSIR**

1.30.1 Subject to ITB Clause 1.24, no Bidder shall contact the CSIR on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

1.30.2 Any effort by a Bidder to influence the CSIR in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

### **1.31. Post qualification**

1.31.1 In the absence of pre-qualification, CSIR will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria .

1.31.2 The determination will take into account the eligibility criteria listed in the bidding documents and will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the CSIR deems necessary and appropriate.

1.31.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.


### **1.32 Other Terms & conditions**

#### **1.32.1 Time Schedule**

- (i) Potential suppliers should provide detailed activities time schedule, which represents the shortest practical time to complete all necessary tasks and meet the obligations of the requirements. All significant activities must be included, including those associated with the delivery, installation and commissioning of the equipments/ products and quality certifications.
- (ii) The supplier must guarantee responsibility for all maintenance for the equipment/product supplied notwithstanding the fact that the application and networking software/h/w running on/along with the said equipment/product has been or may be provided/supplied by multiple vendors. The supplier will also be expected to propose continued hardware and software products support. The conditions and cost of guarantee must be set out in details (for example: hardware preventive actions and supplier responsibilities, future development etc).
- (iii) The bidder should undertake to provide support for the supplied systems/sub-systems for a period of 5 years (including the warranty period of 3 years). After the warranty maintenance of five years, if CSIR decides to go in for in-house maintenance of systems or through a third party, the vendor shall supply the spares to CSIR or a party designated by them. In case of the item/spare part being not available due to any reason the bidder shall provide an equivalent or latest item/spare part in lieu of the original item/spare part subject to the approval of the CSIR.

#### **1.33.2 Acceptance Certificate**

- (i) On successful completion of acceptability test, receipt of deliverables, installation, commissioning etc., and after CSIR is satisfied with the working and performance of the equipment(s)/product(s) , the acceptance certificate signed by the representative



of the CSIR and/or its Labs/Institute and representative of the Vendor will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the equipment(s)/product(s).

#### **1.33.3 Performance Security/Bank Guarantee**

- (i) The Vendor should furnish performance security to the CSIR for an amount of 10% of the contract value, valid up to for 60 days after warranty period (thirty Eight months) for performance and support service/maintenance obligation.
- (ii) CSIR can deduct as compensation from the Performance Security/Bank Guarantee for failures on the Vendor's part to complete its obligation under the contract.
- (iii) The performance security shall be in the form of a Bank Guarantee from a Scheduled Bank (Annexure- D) or A Bankers Cheque or Demand Draft.
- (iv) In the event of any correction of defects or replacement of defective equipment during warranty period the warranty of the corrected/ replaced equipment shall be effective from the date of replacement.

#### **1.33.4 Inspection and Tests**

- (i) On the receipt of the purchase orders, the vendor(s) shall obtain in time all the necessary documents for the State Entry Permit wherever applicable, for complete and safe delivery of the ordered products, at their own cost and efforts. The delay in obtaining State Entry Permit (Road Permit)/ Way Bill will be accounted as under:
  - (a) The complete testing of items should be completed 15 days before the delivery date as per purchase order.
  - (b) Vendor must apply to the respective authority for issue of road permit/ waybill in time.
  - (c) Vendor will deliver the items within 15 days from date of road permit/ way bill, failing which penalty as per tender clause will be applicable.
  - (d) Any slippage in the above mentioned schedule would attract penalty as per penalty clause for delivery for the slipped/delayed period.
- (ii) The systems must be supplied in full as per ordered configuration for acceptance. No system with short supply or with different technical specifications shall be taken up for conduct of acceptance testing under any circumstances.
- (iii) Should any inspected or tested system solution fail to conform to the specification, the CSIR may reject them and the Vendor shall make all alterations necessary to meet specification requirements free of cost to CSIR with in the time schedule as specified by CSIR.
- (iv) During contract period, on subassembly level if any item's specifications / model changes and becomes non available due to obsolescence of technology, vendor within

already approved cost may offer the item with equivalent or having better features in terms of performance and specifications. The items so offered will be evaluated by CSIR and/or its Labs/Institutes for its acceptance and empanelment.

(v) The schedule having details for conduct of acceptance testing of items shall be provided by vendors within 15 days from date of purchase order to the contact as mentioned in the purchase order, so that all the related documentation work by CSIR could be completed and tested items are handed over back to vendors for ensuring the timely delivery and installation within stipulated time frame as per purchase order.

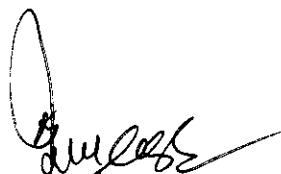
(vi) Normally, testing and acceptance of the systems will be done at the factory premises of the vendor where it will be tested as per ordered specifications. CSIR reserves the right to reject any item, if found unsuitable and/or not conforming to the approved specifications. The rejected items, if any, shall have to be taken back and replaced by good items forthwith at the cost of the vendor. No payment will be made for rejected items. The items which are accepted after testing, should be sealed inside carton under the joint signatures of the representative(s) of CSIR and/or its Labs/Institutes and vendor's representative and then sent along with the packing list giving serial numbers and part numbers of all possible items and copy of acceptance test report to the specific location of delivery as per the purchase order.

(vii) The vendor should deliver, install and commission all the items at specified site without any additional charge. However, it may be noted that all the items technically tested / accepted as per the purchase order shall be delivered within 6 (Six) weeks from the date of purchase order. Any unjustified and unacceptable delay in the delivery beyond the delivery schedule as per purchase order will render the vendor liable for penalty at the rate of 1% (One percent) of purchase order value per week subject to a maximum of ten weeks and thereafter CSIR holds the option to cancel the purchase order and forfeit the entire EMD/Security Deposit of the defaulting vendor which may include the deposit made against other deliveries. In addition the bidder shall also be liable to pay CSIR a cancellation charge of 8.5% (Eight and a Half percent) of the value of unsupplied items. In case of non-payment of cancellation charges CSIR reserves the right to realize the same from the security deposits of the bidder, if any, already available with them. In such a situation, CSIR will complete the execution of incomplete orders through alternate sources at the risk and cost of the defaulting vendor.

(viii) In the rare event of non-acceptance of delivery items by the user, the vendor has to formally inform the nodal officer at CSIR to avoid delay in delivery schedule.

### **1.33.5 Acceptance Test**

- (i) The acceptance tests will include running of the evaluation test as conducted during technical evaluation of the items quoted by the vendor. The systems must give same performance results as shown during initial Technical Evaluation tests. The delivered systems, in addition to meeting the evaluation tests, should also contain the same subsystems (Brand/Manufacturer) as were



given at the time of initial evaluation tests. Failure to fulfill any of the aforementioned conditions, will entail cancellation of the Purchase Order along with forfeiture of the FMD/Security Deposit. Further CSIR institutes can procure same items from alternate sources at the risk and cost of the defaulting vendor.

### **1.33.6 Installation and Commissioning**

(i) All aspects of safe delivery shall be the exclusive responsibility of the vendor. At the destination Site, the cartons will be opened only in the presence of CSIR and/or its Labs/Institutes representatives and Vendor's representative and the intact position of the Seal for not being tampered with together with actual receipt of the content of the carton in good condition, shall form basis for certifying the receipt in good condition.

(ii) Installation of the delivered items should be completed within two weeks period from the prescribed delivery schedule mentioned in the purchase order, failing which a penalty at the rate of 0.2% (zero point two percent) of purchase order value per day subject to maximum of 42 days will be imposed. Thereafter, CSIR and/or its Labs/Institutes holds the option to complete the installation work through alternate sources at the risk and cost of the defaulting vendor.

(iii) A sticker mentioning the service support call centre number of the vendor should be pasted on SAN system.

(iv) For Site Not Ready (SNR) cases, vendor requires to submit certificate signed by representative of CSIR. However, regarding readiness of site, the decision of the JS (Admin) will be final. No penalty will be imposed for SNR case, however, vendor has to install the items within 3 (Three) weeks once the site is made ready by CSIR, else it will attract penalty as per clause (iii) above, recoverable from BG.

(v) During installation at site, if any item is found to be defective or broken, it will be replaced with new one by the vendor at its own costs and risks within 30 days from the date on which the vendor has been informed of such damage. Installation Certificate copies duly signed by the authorized user should reach CSIR.

(vi) The systems to be supplied should work under the specified operating systems. It shall be exclusive responsibility of the vendors supplying the Systems to provide appropriate device drivers and solutions for these system software platforms.

(vii) The vendor should provide System manual and User manual along with each System, irrespective of the fact that more than one system may be meant for any location.

### **1.33.7 Warranty Maintenance**

(i) SAN systems and its peripherals( Hardware, System Software & Add On items etc) would be under three Years on-site comprehensive warranty support from the date of

acceptance at the site, including free spare parts, kits etc. CSIR can extend this warranty for further one year and maximum for two years.

(ii) The selected vendor shall have to enter into a written agreement with CSIR for honoring all tender terms and conditions and warranty maintenance support preferably through a web-based monitoring system.

(iii) The vendor should fulfill the following conditions during the warranty period:-

(a) Any failure in the system or a subsystem thereof should be rectified within maximum period of 4 (Four) hours of lodging complaint.

(b) If any system is down beyond 4 (four) hours, penalty will be charged per hour per system at the rate of 0.25% (point 25 percent) of the ordered value of the system.

(c) Cumulative Penalty amount on the half-yearly basis must be deposited by the vendor to CSIR in the form of Bank Draft/Pay Order within 30 (thirty) days of receiving such intimation for recovery from CSIR.

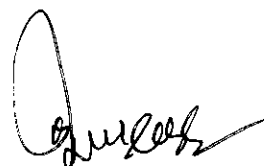
(d) Any system failing at subsystem level at least three times in three months, displaying chronic system design or manufacturing defects or Quality Control problem will be totally replaced by the vendor at its cost and risk within 30 (thirty) days from the date of last failure with equivalent new system.

(e) In case of a system (Hard disk) failure, vendor will ensure backing up of data from the hard disk and its restoration, while making the system operational, at the site. Failure to compliance of aforementioned will attract penalty. Quantum of penalty will be decided by installation in-charge.

(iv) On completion of the warranty period, the Security Deposit without any interest accrued shall be released after satisfying that proper free warranty support has been provided during warranty period of Five years for all the systems. If considered necessary, suitable amount of penalty shall be recovered from the vendor out of either already due payments or from their Security Deposit(s), while releasing the Security Deposit. After expiry of warranty, CSIR has option to enter into Annual Maintenance of the systems as per the quoted price.

#### **1.33.8 Terms of Warranty/ Maintenance**

(i) The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models/latest Technology and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in India.



- (ii) This warranty shall remain valid for 36 months after the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, unless specified otherwise.
- (iii) The CSIR shall promptly notify the Supplier in writing of any claims arising under this warranty.
- (iv) Upon receipt of such notice, the Supplier shall with all reasonable speed, repair or replace the defective Goods or parts thereof, without any extra cost to the CSIR.
- (v) If the Supplier, having been notified, fails to remedy the defect(s) within a reasonable period, the CSIR may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the CSIR may have against the Supplier under the Contract.

## **Award of Contract**

### **1.34 Negotiations**

1.34.1 There shall not be any negotiation normally. Negotiations, if at all, shall be an exception and only in the case of items with limited source of supply. Negotiations shall be held with the lowest evaluated responsive bidder. Counter offers tantamount to negotiations and shall be treated at par with negotiations in the case of one time purchases.

### **1.35. Award Criteria**

1.35.1 Subject to ITB Clause 37 the CSIR will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

### **1.36. CSIR's right to vary Quantities at Time of Award**

1.36.1 The CSIR reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions. Further, at the discretion of the CSIR, the quantities in the contract may be enhanced by 30% within the delivery period.

### **1.37. CSIR's right to accept Any Bid and to reject any or All Bids**

1.37.1 The JS(Admn) reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.

### **1.38. Notification of Award**

1.38.1 Prior to the expiration of the period of bid validity, the CSIR will notify the successful bidder in writing by registered letter or by cable or telex or fax or e mail that the bid has been accepted and a separate purchase order shall follow through post.

1.38.2 Until a formal contract is prepared and executed, the notification of award should constitute a binding contract.



1.38.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 1.41, the CSIR will promptly notify each unsuccessful Bidder and will discharge its bid security.

### **1.39. Signing of Contract**

1.39.1 Promptly after notification, the CSIR shall send the successful Bidder the Agreement/PO.

1.39.2 Within twenty-one (21) days of date of the Agreement, the successful Bidder shall sign, date, and return it to the CSIR.

### **1.40. Order Acceptance**

1.40.1 The successful bidder should submit Order acceptance within 15 days from the date of issue, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited pursuant to clause 15.11 of ITB.

1.40.2 The order confirmation must be received within 15 days. However, the CSIR has the powers to extend the time frame for submission of order confirmation and submission of Performance Security (PS). Even after extension of time, if the order confirmation /PS are not received, the contract shall be cancelled and limited tenders irrespective of the value shall be invited from the responding firms after forfeiting the bid security of the defaulting firm, where applicable, provided there is no change in specifications. In such cases the defaulting firm shall not be considered again for re-tendering in the particular case.

### **1.41. Performance Security**

1.41.1 Within 21 days of receipt of the notification of award/PO, the Supplier shall furnish performance security in the amount specified in SCC, valid till 60 days after the warranty period. Alternatively, the PS may also be submitted at the time of release of final payment in cases where part payment is made against delivery & part on installation. The PS, where applicable, shall be submitted in advance for orders where full payment is to be made on Letter of Credit (LC) or on delivery. In this case, submission of PS at the time of negotiation of documents through Bank would be stipulated as a condition in the LC and the BS should be kept valid till such time the PS is submitted..

1.41.2 The proceeds of the performance security shall be payable to the JS(Admn.),CSIR as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

1.41.3 The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India and denominated in the currency of the contract in the case of offers received for supply from foreign countries.

1.41.4 In the case of imports, the PS may be submitted either by the principal or by the Indian agent and, in the case of purchases from indigenous sources, the PS may be submitted by either the manufacturer or their authorized dealer/bidder.

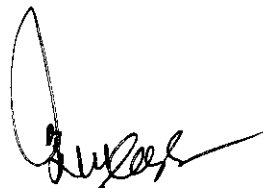
1.41.5 The Performance security shall be in one of the following forms:

(a) A Bank guarantee or stand-by Letter of Credit issued by a Nationalized/Scheduled bank located in India or a Foreign bank with preferably its operating branch in India in the form provided in the bidding documents. Or

(b) A Banker's cheque or Account Payee demand draft in favour of the JS(Admn.). Or,

(c) A Fixed Deposit Receipt pledged in favour of the JS(Admn.) CSIR.

1.41.6 The performance security will be discharged by the CSIR and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance



obligations, including any warranty obligations, unless specified otherwise in SCC, without levy of any interest.

1.41.7 In the event of any contract amendment, the supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.

1.41.8 The order confirmation should be received within 15 days from the date of notification of award. However, the JSA,CSIR has the powers to extend the time frame for submission of order confirmation and submission of Performance Security (PS). Even after extension of time, if the order confirmation /PS are not received, the contract shall be cancelled and limited tenders irrespective of the value would be invited from the responding firms after forfeiting the bid security of the defaulting firm, where applicable provided there is no change in specifications. In such cases the defaulting firm would not be considered again for reentering in the particular case.

## **CHAPTER 2**

### **CONDITIONS OF CONTRACT**

#### **A. GENERAL CONDITIONS OF CONTRACT**

##### **2.1. Definitions**

2.1.1 The following words and expressions shall have the meanings hereby assigned to them:

(a) "Contract" means the Contract Agreement entered into between the CSIR and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(b) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

(c) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

(d) "Day" means calendar day.

(e) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(f) "GCC" means the General Conditions of Contract.

(g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the CSIR under the Contract.

(h) "Related Services" means the services incidental to the supply of the goods, such as transportation, insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.

(i) "SCC" means the Special Conditions of Contract.

(j) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(k) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the CSIR and is named as such in the Contract Agreement.

(l) The "Council" means the Council of Scientific & Industrial Research (CSIR), registered under the Societies Registration Act, 1860 of the Govt. of India having its registered office at

2, Rafi Marg, New Delhi-110001, India and the "CSIR" means Joint Secretary (Admn.), CSIR, 2-Rafi Marg, New Delhi as specified in SCC.  
(m) "The final destination," where applicable, means the place named in the SCC.

## **2.2. Contract Documents**

2.2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

## **2.3 Fraud and Corruption**

2.3.1 The CSIR requires that bidders, suppliers, contractors and consultants, if any, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy,

(a) The terms set forth below are defined as follows:

(i) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

(ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

(iii) "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Borrower, designed to establish bid prices at artificial, noncompetitive levels; and

(iv) "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

(b) the CSIR will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;

## **2.4 Joint Venture, Consortium or Association**

2.4.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the CSIR for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the CSIR.

## **2.5. Scope of Supply**

2.5.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

## **2.6. Suppliers' Responsibilities**

2.6.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with Scope of Supply Clause of the GCC, and the Delivery and Completion Schedule, as per GCC Clause relating to delivery and document.

## **2.7 Contract price**

2.7.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.



## **2.8 Copy Right**

2.8.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the CSIR by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the CSIR directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party

## **2.9. Application**

2.9.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

## **2.10. Standards**

2.10.1 The Goods supplied and services rendered under this Contract shall conform to the standards mentioned in the Technical Specifications and Schedule of Requirements, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

## **2.11. Use of Contract Documents and Information**

2.11.1 The Supplier shall not, without the CSIR's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the CSIR in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

2.11.2 The Supplier shall not, without the CSIR's prior written consent, make use of any document or information enumerated above except for purposes of performing the Contract.

2.11.3 Any document, other than the Contract itself, enumerated above shall remain the property of the CSIR and shall be returned (in all copies) to the CSIR on completion of the Supplier's performance under the Contract if so required by the CSIR.

## **2.12. Patent Indemnity**

2.12.1 The Supplier shall, subject to the CSIR's compliance with GCC Sub-Clause 12.2,

indemnify and hold harmless the CSIR and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the CSIR may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: (a) the installation of the Goods by the Supplier or the use of the Goods in India; and

(b) the sale in any country of the products produced by the Goods.

2.12.2 If any proceedings are brought or any claim is made against the CSIR, the CSIR shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in

the CSIR's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

### **2.13 Performance Security**

2.13.1 Within 21 days of receipt of the notification of award/PO, the Supplier shall furnish performance security in the amount specified in SCC, valid till 60 days after the warranty period. Alternatively, the PS may also be submitted at the time of release of final payment in cases where part payment is made against delivery & part on installation. The PS, where applicable, shall be submitted in advance for orders where full payment is to be made on Letter of Credit (LC) or on delivery. In this case, submission of PS at the time of negotiation of documents through Bank would be stipulated as a condition in the LC and the BS should be kept valid till such time the PS is submitted.

2.13.2 The proceeds of the performance security shall be payable to the CSIR as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

2.13.3 The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India and denominated in the currency of the contract in the case of offers received for supply from foreign countries.

2.13.4 In the case of imports, the PS may be submitted either by the principal or by the Indian agent and, in the case of purchases from indigenous sources, the PS may be submitted by either the manufacturer or their authorized dealer/bidder.

2.13.5 The Performance security shall be in one of the following forms:

(a) A Bank guarantee or stand-by Letter of Credit issued by a Nationalized/Scheduled bank located in India or a bank located abroad in the form provided in the bidding documents.

Or

(b) A Banker's cheque or Account Payee demand draft in favour of the CSIR. Or,

(c) A Fixed Deposit Receipt pledged in favour of the CSIR.

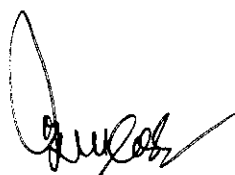
2.13.6 The performance security will be discharged by the CSIR and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in SCC, without levy of any interest.

2.13.7 In the event of any contract amendment, the supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.

2.13.8 The order confirmation should be received within 15 days from the date of notification of award. However, the CSIR has the powers to extend the time frame for submission of order confirmation and submission of Performance Security (PS). Even after extension of time, if the order confirmation /PS are not received, the contract shall be cancelled and limited tenders irrespective of the value would be invited from the responding firms after forfeiting the bid security of the defaulting firm, where applicable provided there is no change in specifications. In such cases the defaulting firm would not be considered again for re-tendering in the particular case

### **2.14. Inspections and Tests**

2.14.1 The Supplier shall at its own expense and at no cost to the CSIR carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC or as discussed and agreed to during the course of finalization of contract.



2.14.2 The CSIR or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the CSIR. The Technical Specifications and SCC shall specify what inspections and tests the CSIR requires and where they are to be conducted. The CSIR shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.

2.14.3 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at the point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the CSIR.

2.14.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the CSIR. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the CSIR or its designated representative to attend the test and/or inspection.

2.14.5 Should any inspected or tested Goods fail to conform to the specifications, the CSIR may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the CSIR.

2.14.6 The CSIR's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at final destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the CSIR or its representative prior to the Goods shipment.

2.14.7 The Supplier shall provide the CSIR with a report of the results of any such test and/or inspection.

2.14.8 With a view to ensure that claims on insurance companies, if any, are lodged in time, the bidders and /or the Indian agent shall be responsible for follow up with their principals for ascertaining the dispatch details and informing the same to the CSIR and he shall also liaise with the CSIR to ascertain the arrival of the consignment after clearance so that immediately thereafter in his presence the consignment could be opened and the insurance claim be lodged, if required, without any loss of time. Any delay on the part of the bidder/ Indian Agent would be viewed seriously and he shall be directly responsible for any loss sustained by the CSIR on the event of the delay.

## **2.15. Packing**

2.15.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

2.15.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the CSIR.

## **2.16. Delivery and Documents**

2.16.1 Delivery of the Goods and completion and related services shall be made by the Supplier in accordance with the terms specified by the CSIR in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

2.16.2 The terms FOB, FCA, CIF, CIP etc shall be governed by the rules prescribed in the current edition of the Incoterms published by the International Chambers of Commerce, Paris.

2.16.3 The mode of transportation shall be as specified in SCC.

#### 2.17. Insurance

2.17.1 Should the CSIR elect to buy on CIF/CIP basis, the Goods supplied under the Contract shall be fully insured in Indian Rupees against any loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in SCC.

2.17.2 Where delivery of the goods is required by the CSIR on CIF or CIP basis the supplier shall arrange and pay for Cargo Insurance, naming the CSIR as beneficiary and initiate & pursue claims till settlement, on the event of any loss or damage.

2.17.3 Where delivery is on FOB or FCA basis, insurance would be the responsibility of the CSIR.

2.17.4 With a view to ensure that claims on insurance companies, if any, are lodged in time, the bidders and /or the Indian agent shall be responsible for follow up with their principals for ascertaining the dispatch details and informing the same to the CSIR and he shall also liaise with the CSIR to ascertain the arrival of the consignment after clearance so that immediately thereafter in his presence the consignment could be opened and the insurance claim be lodged, if required, without any loss of time. Any delay on the part of the bidder/Indian Agent would be viewed seriously and he shall be directly responsible for any loss sustained by the CSIR on the event of the delay.

#### 2.18. Transportation

2.18.1 Where the Supplier is required under the Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the CSIR or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract price.

2.18.2 Where the Supplier is required under the Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the CSIR's country, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

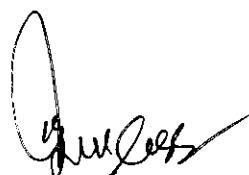
2.18.3 In the case of supplies from within India, where the Supplier is required under the Contract to transport the Goods to a specified destination in India, defined as the Final Destination, transport to such destination, including insurance and storage, as specified in the Contract, shall be arranged by the Supplier, and the related costs shall be included in the Contract

#### Price.

##### 2.19. Incidental Services

2.19.1 The supplier may be required to provide any or all of the services, if any, specified in SCC.

#### 2.20. Spare Parts



2.20.1 The Supplier shall be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) Such spare parts as the CSIR may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) In the event of termination of production of the spare parts:
  - (i) Advance notification to the CSIR of the pending termination, in sufficient time to permit the CSIR to procure needed requirements; and
  - (ii) Following such termination, furnishing at no cost to the CSIR, the blueprints, drawings and specifications of the spare parts, if requested.

## **2.21. Warranty**

2.21.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

2.21.2 The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India.

2.21.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

2.21.3 The CSIR shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The CSIR shall afford all reasonable opportunity for the Supplier to inspect such defects.

2.21.4 Upon receipt of such notice, the Supplier shall, within a reasonable period of time, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the CSIR.

2.21.5 If having been notified, the Supplier fails to remedy the defect within a reasonable period of time, the CSIR may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the CSIR may have against the Supplier under the Contract.

2.21.6 Goods requiring warranty replacements must be replaced on free of cost basis to the CSIR.

## **2.22. Terms of Payment**

2.22.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as specified in the SCC.

2.22.2 The Supplier's request(s) for payment shall be made to the CSIR in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to Delivery and document Clause of the GCC and upon fulfillment of other obligations stipulated in the contract.

2.22.3 Payments shall be made promptly by the CSIR but in no case later than thirty (30) days after submission of the invoice or claim by the Supplier.

2.22.4 Payment shall be made in currency as indicated in the contract.

## **2.23. Change Orders and Contract Amendments.**



2.23.1 The CSIR may at any time, by written order given to the Supplier pursuant to Clause on Notices of the GCC make changes within the general scope of the Contract in any one or more of the following:

- (a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the CSIR;
- (b) The method of shipping or packing;
- (c) The place of delivery; and/or
- (d) The Services to be provided by the Supplier.
- (e) The delivery schedule.

2.23.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within fifteen (15) days from the date of the Supplier's receipt of the CSIR's change order.

2.23.3 No variation or modification in the terms of the contract shall be made except by written amendment signed by the parties.

## **2.24. Assignment**

2.24.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the CSIR's prior written consent.

## **2.25. Subcontracts**

2.25.1 The Supplier shall notify the CSIR in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or duties or obligation under the Contract.

## **2.26. Extension of time.**

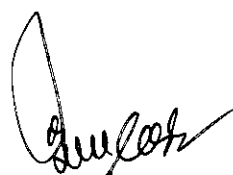
2.26.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the CSIR.

2.26.2 If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the CSIR in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the CSIR shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.

2.26.3 Except as provided under the Force Majeure clause of the GCC, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to Penalty Clause of the GCC unless an extension of time is agreed upon pursuant to above clause without the application of penalty clause.

## **2.27. Penalty clause**

2.27.1 Subject to GCC Clause on Force Majeure, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the CSIR shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified in SCC of the delivered price

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of the delayed Goods or unperformed Services or contract value for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the Percentage specified in SCC. Once the maximum is reached, the CSIR may consider termination of the Contract pursuant to GCC Clause on Termination for Default. The SCC shall also indicate the basis for ascertaining the value on which the penalty shall be applicable.

## **2.28. Termination for Default**

2.28.1 The CSIR may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part

(a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the CSIR pursuant to GCC Clause on Extension of Time; or

(b) If the Supplier fails to perform any other obligation(s) under the Contract,

(c) If the Supplier, in the judgment of the CSIR has engaged in corrupt or fraudulent or collusive or coercive practices as defined in GCC Clause on Fraud or Corruption in competing for or in executing the Contract.

2.28.2 In the event the CSIR terminates the contract in whole or in part, he may take recourse to any one or more of the following action:

a) The Performance Security is to be forfeited;

b) The CSIR may procure, upon such terms and in such manner as it deems appropriate, stores similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract.

c) however, the supplier shall continue to perform the contract to the extent not terminated.

## **2.29. Force Majeure**

2.29.1 Notwithstanding the provisions of GCC Clauses relating to extension of time, penalty and Termination for Default the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

2.29.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the CSIR in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

2.29.3 If a Force Majeure situation arises, the Supplier shall promptly notify the CSIR in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by the CSIR in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

2.29.4 If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of force majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussions on either side.

## **2.30. Termination for Insolvency**

2.30.1 The CSIR may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination

will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the CSIR.

### **2.31. Termination for Convenience**

2.31.1 The CSIR, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time. The notice of termination shall specify that termination is for the CSIR's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

2.31.2 The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the CSIR at the Contract terms and prices. For the remaining Goods, the CSIR may elect:

- (a) To have any portion completed and delivered at the Contract terms and prices; and/or
- (b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

### **2.32. Settlement of Disputes**

2.32.1 The CSIR and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

2.32.2 If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the CSIR or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. .

2.32.3 The dispute settlement mechanism/arbitration proceedings shall be concluded as under:

(a) In case of Dispute or difference arising between the CSIR and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director General, Council of Scientific & Industrial Research and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

(b) In the case of a dispute between the CSIR and a Foreign Supplier, the dispute shall be settled by arbitration In accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

2.32.4 The venue of the arbitration shall be the place from where the purchase order or contract is issued.

2.32.5 Not with standing any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) The CSIR shall pay the Supplier any monies due the Supplier.



### **2.33. Governing Language**

2.33.1 The contract shall be written in English language which shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the English language only.

### **2.34. Applicable Law**

2.34.1 The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction as specified in SCC.

### **2.35. Notices**

2.35.1 Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by cable, telex, FAX, e-mail or and confirmed in writing to the other party's address specified in the SCC.

2.35.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

### **2.36. Taxes and Duties**

2.36.1 For goods manufactured outside India, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside India.

2.36.2 For goods Manufactured within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred till its final manufacture/production.

2.36.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in India, the CSIR shall make its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

### **2.37. Right to use Defective Goods**

2.37.1 If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the CSIR shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the CSIR's operation.

### **2.38. Protection against Damage**

2.38.1 The system shall not be prone to damage during power failures and trip outs. The normal voltage and frequency conditions available at site as under:

- a) Voltage 230 volts – Single phase/ 415 V 3 phase (+\_ 10%)
- b) Frequency 50 Hz.

### **2.39. Site preparation and installation**

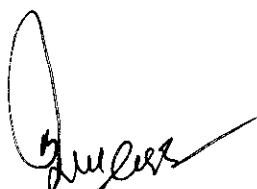
The CSIR is solely responsible for the construction of the equipment sites in compliance with the technical and environmental specifications defined by the Supplier. The CSIR will designate the installation sites before the scheduled installation date to allow the Supplier to perform a site inspection to verify the appropriateness of the sites before the installation of the Equipment, if required. The supplier shall inform the CSIR about the site preparation, if

any, needed for installation, of the goods at the CSIRs site immediately after notification of award/contract.

## B. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall act as a general guideline and shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC)

S.No.	GCC Clause
GCC 2.1(l)	The Purchaser is: <b>The Joint Secretary (Admn.), Council Of Scientific &amp; Industrial Research, 2-Rafi Marg, New Delhi-110001</b>
GCC 2.1 (m)	The Final Destination is: <b>Council Of Scientific &amp; Industrial Research, 2-Rafi Marg, New Delhi-110001</b>
GCC 2.13.1	The amount of the Performance Security shall be: <b>25% of the contract value</b>
GCC 2.14.1	<p>The Inspection and Tests prior to shipment of Goods and at final acceptance are as follows :</p> <p>After the goods are manufactured and assembled, inspection and testing of the goods shall be carried out at the supplier's plant by the supplier, prior to shipment to check whether the goods are in conformity with the technical specifications.</p> <p>Manufacturer's test certificate with data sheet shall be issued to this effect and submit along with the delivery documents.</p> <p>The CSIR reserves the options to be present at the supplier's premises during such inspection and testing.</p> <p>The acceptance test will be conducted by the CSIR, their consultant or other such person nominated by the CSIR at its option after the equipment is installed at CSIR's site in the presence of supplier's representatives. The acceptance will involve trouble free operation. There shall not be any additional charges for carrying out acceptance test. No malfunction, partial or complete failure of any part of the equipment is expected to occur. The Supplier shall maintain necessary log in respect of the result of the test to establish to the entire satisfaction of the CSIR, the successful completion of the test specified.</p> <p>In the event of the ordered item failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the CSIR reserve the right to get the equipment replaced by the Supplier at no extra cost to the CSIR.</p> <p>Successful conduct and conclusion of the acceptance test for the installed goods and equipments shall also be the responsibility and at the cost of the Supplier.</p> <p>Before the goods and equipments are taken over by the CSIR, the Supplier shall supply operation and maintenance Manuals together with Drawings of the goods and equipments built. These shall be in such details as will enable the</p>



Purchase to operate, maintain, adjust and repair all parts of the works as stated in the specifications.

The Manuals and Drawings shall be in the ruling language (English) and in such form and numbers as stated in the Contract.

Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purposes of taking over until such Manuals and Drawing have been supplied to the CSIR.

On successful completion of acceptability test, receipt of deliverables, etc. and after the CSIR is satisfied with the working of the equipment, the acceptance certificate signed by the Supplier and the representative of the CSIR will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the equipment.

GCC 2.15.2

The marking and documentation within and outside the packages shall be:

- a. Each package should have a packing list within it detailing the part No.(s), description, quantity etc.
- b. Outside each package, the contract No., the name and address of the CSIR and the final destination should be indicated on all sides and top.
- c. Each package should be marked as 1/x, 2/x, 3/x.....x/x, where "x" is the total No. of packages contained in the consignment.
- d. All the sides and top of each package should carry an appropriate indication/label/stickers indicating the precautions to be taken while handling/storage.

CC 2.16.1

Details of Shipping and other Documents to be furnished by the Supplier are

For Goods manufactured within India

Within 24 hours of dispatch, the supplier shall notify the CSIR the complete details of dispatch and also supply following documents by registered post / speed post and copies thereof by FAX.

(a) Two copies of Supplier's Invoice indicating, *inter-alia* description and specification of the goods, quantity, unit price, total value:

(b) Packing list:

(c) Certificate of country of origin:

(d) Insurance certificate, if required under the contract:

(e) Railway receipt/Consignment note:

(f) Manufacturer's guarantee certificate and in-house inspection certificate:

(g) Inspection certificate issued by CSIR's inspector.

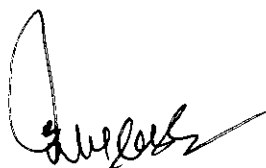
if any and

(h) Any other document(s) as and when required in terms of the contract.

Note: 1. The nomenclature used for the item description in the invoices(s), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s)

2. The above documents should be received by the CSIR before arrival of the Goods and, if not received, the Supplier will be responsible for any

	<p>consequent expenses</p> <p>(xvii) For Goods manufactured abroad Within 24 hours of dispatch, the supplier shall notify the CSIR the complete details of dispatch and also supply following documents by Registered Post/courier and copies thereof by FAX.</p> <p>(xviii) Two copies of supplier's Invoice giving full details of the goods including quantity, value, etc.;</p> <p>(xix) Packing list;</p> <p>(xx) Certificate of country of origin;</p> <p>(xxi) Manufacturer's guarantee and Inspection certificate;</p> <p>e) Inspection certificate issued by the CSIR's Inspector, if any;</p> <p>f) Insurance Certificate, if required under the contract;</p> <p>g) Name of the Vessel/Carrier;</p> <p>h) Bill of Lading/Airway Bill;</p> <p>(xxii) Port of Loading;</p> <p>j) Date of Shipment;</p> <p>k) Port of Discharge &amp; expected date of arrival of goods and</p> <p>l) Any other document(s) as and when required in terms of the contract.</p> <p>Note: 1.The nomenclature used for the item description in the invoices(s), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s)</p> <p>2. The above documents should be received by the CSIR before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses</p>
GCC 2.16.3	<p>In case of supplies from within India, the mode of transportation shall be by Air/Rail/Road.</p> <p>In case of supplies from abroad, the mode of transportation shall be by Air/ocean.</p> <p><i>(Delete the ones which are not applicable)</i></p>
GCC 2.17.1	<p>The Insurance shall be for an amount equal to 110% of the CIF or CIP value of the contract from within "warehouse to warehouse (final destination)" on "all risk basis" including strikes, riots and civil commotion.</p>
GCC 2.19.1	<p>The incidental services to be provided are as under:</p> <ol style="list-style-type: none"> <li>1.</li> <li>2.</li> <li>3.</li> </ol> <p>The cost shall be included in the contract price.</p>
GCC 2.21.3	<p>The period of validity of the Warranty shall be: <b>Three Years</b></p>



	<b>Comprehensive warranty</b>
GCC 2.22.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from abroad:</p> <p>Payment of foreign currency portion shall be made in (.....) /<i>currency of the Contract Price</i>] in the following manner:</p> <p>(xxiii) On Shipment: <b>75 %</b> percent of the Contract Price of the Goods shipped shall be paid through irrevocable letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 2.16.</p> <p>(xxiv) On Acceptance: 25% percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods and successful installation &amp; commissioning upon submission of claim supported by the acceptance certificate issued by the CSIR along with the Performance security of equivalent amount.</p> <p>The L/C will be confirmed at the suppliers cost, if requested specifically by the supplier. All bank charges abroad shall be to the account of the beneficiary i.e. supplier and all bank charges in India shall be to the account of the opener i.e. CSIR. If L/C is requested to be extended/ reinstated for reasons not attributable to the CSIR, the charges thereof would be to the suppliers' account. Payment of local currency portion shall be made in Indian Rupees within thirty (30) days of presentation of claim supported by a certificate from the CSIR declaring that the Goods have been delivered and that all other contracted Services have been performed. The L/C for 100% value of the contract shall be established after deducting the agency commission payable if any, to the Indian agent from the FOB/FCA value.</p> <p>Payment for Goods and Services supplied from India:</p> <p>Payment for Goods and Services supplied from within India shall be made in Indian Rupees, as follows:</p> <p>(xxv) On shipment : <b>75%</b> percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 16.1</p> <p>(ii) On Acceptance: The remaining <b>25%</b> percent of the Contract value shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate issued by the CSIR subject to submission of performance security, if any.</p>
GCC 2.27.1	<p>The penalty shall be: @ of 0.5 (half percent) of contract value per week subject to a maximum of ten weeks per week towards the late delivery and 0.2% (zero point two percent) of contract value per day subject to maximum of 42 days towards delay in installation and commissioning and thereafter CSIR holds the option to cancel the contract and forfeit the entire Performance Bank Guarantee of the defaulting Supplier which may include the deposit made against other deliveries</p> <p>In the event of any replacement of defective equipment during warranty period, the same should be made within seven days from the date of</p>



	<p>notice of defect failing which a penalty of Rs. 500/- per day shall be levied from the date of notice of defect till the date replacement is made.</p> <p>If any system is down beyond 72 (seventy-two) hours, penalty will be charged per hour per system @ 1.0% (one percent) of the equipment value subject to maximum of 5 % value of the system for that location.</p> <p>Cumulative Penalty amount on the half-yearly basis must be deposited by the Supplier to CSIR in the form of Bank Draft/Pay Order within 30 (thirty) days of receiving such intimation for recovery from CSIR</p>
GCC 2.34.1	The place of jurisdiction is : <b>New Delhi, India</b>
GCC 2.35.1	<p>For notices, the Purchaser's address is</p> <p>Attention: <b>Joint Secretary (Admn.)</b></p> <p>Location: <b>Council of Scientific &amp; Industrial Research, 2-Rafi Marg, New Delhi-110001</b></p> <p>Telephone: 011-23715188, 23765091</p> <p>Electronic mail address ; <a href="mailto:kaqurieshi@csir.res.in">kaqurieshi@csir.res.in</a> , <a href="mailto:blmeena@csir.res.in">blmeena@csir.res.in</a></p>

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*Annexure - I*

Schedule of Requirement

**TECHNICAL - DETAILS/ SPECIFICATIONS**

**Technical Details / Specifications for 25 -TB Usable capacity SAN Solution**  
**Item 1 ) SAN STORAGE HARDWARE : One No.**

S.N.	Features	Description	Technical Compliance
1.		The Storage System(s) shall have no single point of failure. To name a few but not limited to Non-disruptive component replacement, hot-replacement of Interfaces, Disk controllers, Disk drives, Cache memory cards, Micro-code, Power supplies, Battery systems, Fan subsystems, FC controller and ports, etc. There shall be no performance degradation due to any single failure in the storage.	
2.	Front end ports	The storage system shall be configured with at least 8 front end FC ports which can be scaled upto 24 FC ports and 6 ISCSI ports or higher.	
3.		The proposed array would be preferred with a modular architecture. This would enable us to increase performance as well with an upgrade of every additional storage shelf.	
4.	Cache	The storage system should at least be proposed with 32GB cache . All cache shall be available as write or read cache dynamically as per application requirement.	
5.	Storage	The storage system shall be configured with at least 25TB Usable capacity to handle future expansion upto a maximum limit of 100TB. Highest capacity FC and SATA disk available should be used.	
6.		The data should be spread across all the disks available in the storage. The data should be written in a way that there should be no hot spots. At any point in time, all the disks should participate in the I/O operation. When Storage expansion happens, the new additional resources have to be used optimally to balance the load across the new resource and available resources automatically without any user intervention.	
7.	Spares	The storage system shall allocate hot spares in such a way that there should be no hot spot areas in the storage. The storage should have at least 5% hot spare space allocated on the RAW space.	

*[Signature]*

8.	data high availability	The data should be mirrored in a way that at any point in time there should always be 2 copies of the data available in the storage. During failures, the storage should automatically be able to create another copy of the lost data through the mirrored copy without any user intervention.
9.	Microcode upgrades	It shall support non-disruptive online microcode upgrades without impact on any application connected to storage system.
10.	Load balancing	It shall provide dynamic load balancing and automatic path fail over capabilities The Solution shall be configured with Load Balancing & Auto Failover software from a host perspective.
11.	Snapshots	There should not be any performance penalty for Server I/O when the snapshot is enabled. In case performance degrades during snapshot because of copy on write mechanisms, then atleast twice the number of disks should be supplied than that required as per capacity sizing to offset the IO load on the production due to copy on write snapshots.
12.		The design shall provide automatic rerouting of I/O traffic from the host in case of primary path failure. The configuration of storage shall be such that performance of storage shall not degrade in case of - primary path failure. The I/O paths from the servers and servers shall be load balanced and both the paths shall be active in normal course of operation.
13.	GUI - storage management tools	The Storage system shall be configured with GUI-based Storage Management Software Tools for Management. A single command console shall be used for the entire storage system
14.	OS- support	The storage system shall support the latest OS releases of the following mentioned servers / OS :- CISC-based Servers running Windows 2003, Windows 2008, Linux etc., RISC based servers running HP-UX, IBM AIX, Solaris.
15.		The Storage System shall be guaranteed to be fully compatible for Host Bus adapters, clustering solution and OS offered with the Servers. The storage system shall be seen by software as standard disks.
16.		The storage system shall support connectivity to multiple host platforms simultaneously.
17.		The Storage System shall support the following High Availability Clusters. -Cluster solution from HP, IBM; Veritas, SUN, & Windows. Additional requirement, if any, shall be indicated by tendering authority.
18.		The storage system shall allow easy expansion and scalability to support future storage requirements. All


		upgrades should be without any disruption.	
19.		The storage system shall support non-disruptive component replacement.	
20.	Error detection and logging	The storage system shall support automatic detection of errors, error logging and notification.	
21.	Pro-active maintenance	The storage system shall support Pro-active maintenance – self monitoring, self diagnosing and wherever possible, self repairing features.	
22.		The storage system shall support automatic isolation of failed components.	
23.		The Storage system shall support recovery from unscheduled power failure/ interruption without any data loss.	
24.		The storage system shall support data replication from one storage system to another storage system without any server intervention. The storage should be able to replicate to multiple target systems. The storage should allow replication in both directions.	
25.	Management SW	Storage infrastructure Software will at least have SAN Management Software, Local and Remote Replication software and migration software.	
26.	Replication	The storage system shall support hardware based data replication to a remote site.	
27.	Data Migration	The storage should be configured with data migration feature.	
28.	Thin Provisioning	The storage should support Thin Provisioning. There should be hard and soft limits set to the storage pools. The snapshots should not be included in the soft size limit.	
29.		No end of life storage product shall be quoted in the bid.	

**Item 2) 48 port 4 Gbps SAN Switches– two numbers**

S.No.	Item	Description	Technical compliance
1	<b>48 port 4 Gbps SAN Switches- 2 Nos</b>	Compatible for Item 1) along with all required accessories to make item one functional(Specify the Model and make(OEM)	

**Items3) HBA cards 4 Gbps to be compatible with item 1 when connected with servers - Forty Numbers.**

S.No.	Item	Description	Technical compliance
1	<b>HBA cards 4 Gbps – 40 Nos</b>	Compatible for Item 1) along with all required accessories to make item one functional when connected with servers compatible on PCI-E or better to handle IBM 3650 servers and HP Proliant Servers.	



**Item4) 15 Mts LC-LC cables** to be used for connecting Item 3 with Item 2 and item one.

S.No.	Item	Description	Technical compliance
1	15 Mts LC-LC cables –	Compatible for Item 1) to be used for connecting Item 3 with Item 2 and item one	

**Item 5) Tape library with 2 nos of LTO4 drive and 40 Media slots**

Sr. Number	Feature	DESCRIPTION	Technical Compliance
5.1	Capacity	To support Native Usable data capacity of 25TB or better. Minimum of two LTO4 tape drive or better. Minimum forty media slots.	
5.2	Connectivity	Tape Library to provide minimum 4Gbps Fiber Connectivity to SAN switches or better.	
5.3	Management	Tape Library to provide web based remote management.	
5.4	Other Feature	Tape Library to provide GUI Panel	

**Item 6) Backup server Hardware : Two numbers**

Sr. no.	Feature	Description	Technical Compliance
	<b>Form factor</b>	Rack/2U	
	<b>Processor</b>	Quad-Core Xeon E5540 @2.53GHz or better	
	<b>Number of Processors</b>	Two	
	<b>Cache</b>	Minimum 2x4MB L2(quad-core)	
	<b>Memory</b>	Minimum 8 GB RAM Fully Buffered DIMM 667 MHz	
	<b>Expansion slots</b>	Minimum 1 PCI-X and 2 PCI-Express or higher	
	<b>Internal storage</b>	6 x 140 GB or higher , minimum 10K RPM or higher, hot-plug /swap SAS HDD-implementation for RAID 5 equivalent or better	
	<b>Network interface</b>	10/100/1000 Mbps Gigabit Ethernet adapter –Two numbers	
	<b>Power supply</b>	Hot pluggable - two numbers (one standard and one redundant) with all cables and accessories	

	<b>RAID support</b>	RAID-5 or higher with all required Raid Controller card, cables and other accessories with battery backup for raid 0,1,5 or 6 implementation	
	<b>System Diagnostic tools</b>	Provision for System Diagnostics, automatic server restart, remote supervisor management and remote deployment and other essential management features	
	<b>Ports</b>	Minimum 4 USB ports and one Serial port	
	<b>Operating System</b>	Windows 2003 R2 Enterprise edition with SA (software Assurance) with service packs (Licensing as applicable to CSIR)	
	<b>Drive</b>	8X DVD writer or better	

**Item 7) Media cartridges(LTO4) 800/1600GB – Forty Numbers.**

S.No.	Item	Description	Technical compliance
1	Media cartridges- Forty Numbers	Media cartridges (LTO4) 800/1600GB –	

**Item8) Backup Software for storage - TWO**

(Servers with twenty five clients, Agent for SQL on Windows-8  
LAN free backup agents per client for (Linux/Windows-20)

Sr. no.	Item Description	Technical Compliance
	<b>Backup Software for storage</b> ( Servers with twenty five clients, Agent for SQL on Windows-8, LAN free backup agents per client for (Linux/Windows-20) As per following technical features ;	
	Should be available on various OS platforms such as Windows 2003/2008/XP, Linux and UNIX platforms and be capable of supporting backup / restores from various platforms including UNIX, HP-UX, IBM AIX, Linux, NetWare. Both Server and Client software should be capable of running on all these platforms	
	The backup solution should also support online backup of databases through appropriate agents.	
	Should have built-in centralized management feature by which all Backup servers can be managed from central location.	
	Ability to backup data from one platform and restore it from another to eliminate dependence on a particular OS machine and for disaster recovery purposes. For example Data backed up from unix attached tape can be restored through Windows attached tape drives (of course same tape drive) in case unix	



server or interface is faulty.

Software should have full command line support on above mention operating systems.

The backup software should be able to encrypt the backed up data using 256-bit AES encryption.

Should have SAN support on above mention operating systems. Capable of doing LAN free backups for all platforms mentioned above. SAN based backup to be proposed.

Should have built-in Alert support. This feature should support e-mail, SMS broadcast messages etc.

Software should support cross platform Device & Media sharing in SAN environment.

Software should have Multi-streaming backup facility. Backup multiple clients' data on the tape simultaneously.

Should have cross platform Domain Architecture for User management.

Should have in-built media management & rotation schemes. Should have in-built scheduling system and should have firewall support.

Should support backups for clustered servers and support industry popular clusters like HACMP Sun cluster, MSCS, HP service guard, EMC cluster, i.e. should have the ability to backup data from clustered servers from the virtual client, backing up data only once and giving consistent backup in case of failover of nodes

The software should support virtual platform like VMware and should also support software distribution.

Should support "Hot-Online" backup for different type of Databases such as IBM DB2, Oracle, MS SQL, Sybase etc.

Should support clustered configurations of the backup application in a cluster. I.e. backup application should failover as a highly available resource in a cluster.

Software should have an inbuilt feature for Tape to tape copy feature (cloning, within the tape library) to make multiple copies of the tapes without affecting the clients for sending tapes offsite as part of disaster recovery strategy.

Pricing of the software not to be dependant on the number of CPUs of the UNIX and Windows machines. Upgrading the UNIX machines and increasing CPU should not have any commercial implications in terms of renewing licenses or buying additional licenses.

Should have the optional ability of staging the backup data on a disk and then de-stage to a tape based on the policy for faster backups.

Should support Advance backup to disk backups where backups and restores from the backup media (disk in this case) can be

	done simultaneously. It should be proposed with the disk based backup	
	Should have the ability to configure retries for backups of a client in case the client is not available on the network due to reboot or network failures.	
	Should support NDMP backup to disk. Should also support NDMP multiplexing of NDMP and no NDMP data to the same tape.	
	Should support Data De-Duplication using variable length block technology	
	Must have centralized database on the backup server and must have capability to backup multiple operating systems on same tape.	
	Software should support Browse and retention policies for better management of the centralized DB.	





## Financial Bid

## Price Schedule

Component Description	Qty.	Unit Cost ( INR/ US \$)	Total Cost (INR/ US \$)
SAN Storage as per specs enclosed for 25 TB (Usable CAPACITY)	1		
48 port 4 Gbps SAN Switches	2		
HBA cards 4 Gbps	40		
15 Mts LC-LC cables	48		
Tape library with 2 nos of LTO4 drive and 40 Media slots	1		
Backup server	2		
Media cartridges(LTO4) 800/1600GB	40		
Backup Software 2 servers,	2		
with number of clients	25		
Agent for SQL on Windows	16		
LAN free backup agents per client for (Linux/Windows)	20		
OEM Rack with suitable size to house the above SAN storage solution with dual power supply, and all required accessories.	1		
3 years onsite comprehensive warranty support	1		
Onsite residence support for maintenance of storage system for warranty period per annum basis.	3		
Extended onsite residence support during comprehensive post warranty period (After the completion of warranty period) - 2 years- per annum basis	2		
Any other Item essential Required for making the system functional			
Grand total			

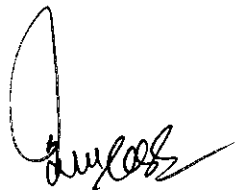
Signature of Authorised Signatory

Name :

Date :

Place:

Company Seal :



**PRICE SCHEDULE FOR GOODS BEING OFFERED FROM INDIA**

Name of the Bidder \_\_\_\_\_  
No. \_\_\_\_\_

**Tender**

1	2	3	4	5	6	7	8	9	10	11
Sl. No.	Item Description	Country of origin	Unit	Quantity	Ex-Works. Ex-warehouse, Ex-show room off the shelf price (inclusive of all taxes already paid)	Total price Ex-Works. Ex-ware house, Ex-show room off the shelf price (inclusive of all taxes already paid)  5x6	VAT & other taxes like excise duty payable, if contract is awarded	Packing & for warding up to station of dispatch, if any	Charges for inland transportation, insurance up to Lab./Instt.	Installation, Commissioning And training Charges, If any

Total Bid price in foreign currency \_\_\_\_\_  
in words.

Name \_\_\_\_\_

Signature of Bidder

Address \_\_\_\_\_

Business

Note :

- (a) The cost of optional items shall be indicated separately.  
(b) Cost of Spares \_\_\_\_\_



**PRICE SCHEDULE FOR GOODS BEING OFFERED FROM ABROAD**

Name of the Bidder \_\_\_\_\_  
No. \_\_\_\_\_

**TENDER**

1	2	3	4	5	6*		7*		8*		9*
Sl. No.	Item Description	Country of origin	Unit	Quantity	Unit price		Total price (5x6)		Charges for Insurance & transportation to port//place of destination		Total price (7+8) CIF
					FOB (named port of shipment)	FCA (named place of delivery)	FOB (named port of shipment)	FCA (named place of delivery)			
									Ocean	Air	

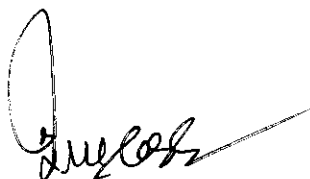
**Note:.**

currency \_\_\_\_\_

Total Bid price in foreign

- (a) Indian agents name & address \_\_\_\_\_ in words.
- (b) Installation, commissioning & training charges, \_\_\_\_\_  
if any \_\_\_\_\_
- (c) Cost of Spares \_\_\_\_\_  
Address \_\_\_\_\_
- (d) The Indian agent's commission shall be paid in Indian Rupees only based on the Exchange Rate prevailing on the date of negotiation of documents in accordance with clause 22.1 of GCC.
- (e) The cost of optional items shall be indicated separately.

Signature of Bidder  
Name  
Business



### Bidder Information Form

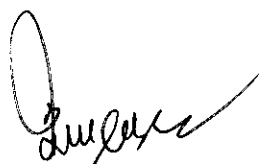
a) [The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted. This should be done of the letter head of the firm]

Date: [insert date (as day, month and year) of Bid Submission]

Tender No.: [insert number from Invitation for bids]

Page 1 of \_\_\_\_\_ pages

1. Bidder's Legal Name [insert Bidder's legal name]
2. In case of JV, legal name of each party: [insert legal name of each party in JV]
3. Bidder's actual or intended Country of Registration: [insert actual or intended Country of Registration]
4. Bidder's Year of Registration: [insert Bidder's year of registration]
5. Bidder's Legal Address in Country of Registration: [insert Bidder's legal address in country of registration]
(l) 6. Bidder's Authorized Representative Information  Name: [insert Authorized Representative's name] Address: [insert Authorized Representative's Address] Telephone/Fax numbers: [insert Authorized Representative's telephone/fax numbers] Email Address: [insert Authorized Representative's email address]
7. Attached are copies of original documents of: [check the box(es) of the attached original documents]  Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.




Signature of Bidder \_\_\_\_\_

Name \_\_\_\_\_

Business Address \_\_\_\_\_

*[Handwritten signature]*

## MANUFACTURERS' AUTHORIZATION FORM

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.]*

Date: *[insert date (as day, month and year) of Bid Submission]*  
Tender No.: *[insert number from Invitation For Bids]*  
To: *[insert complete name and address of Purchaser]*

### WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract. We hereby extend our full guarantee and warranty in accordance with Clause of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*  
Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*  
Title: *[insert title]*  
Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*  
Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*



**BID SECURITY FORM**

Whereas \_\_\_\_\_

(hereinafter called the tenderer")

has submitted their offer dated \_\_\_\_\_  
for the supply of \_\_\_\_\_

(hereinafter called the tender")


Against the purchaser's tender enquiry No. \_\_\_\_\_  
KNOW ALL MEN by these presents that WE \_\_\_\_\_  
of \_\_\_\_\_ having our registered office at  
\_\_\_\_\_ are bound unto \_\_\_\_\_ (hereinafter called  
the "Purchaser")

In the sum of -----

For which payment will and truly to be made to the said Purchaser, the Bank  
binds itself, its successors and assigns by these presents. Sealed with the  
Common Seal of the said Bank this \_\_\_\_\_ day of  
\_\_\_\_\_ 20\_\_\_\_\_.

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the  
Tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the  
Purchaser during the period of its validity:-

A handwritten signature in black ink, appearing to be 'Gulab', is written over a circular stamp. The stamp is partially obscured by the signature and contains some illegible text.

2. If the tenderer fails to furnish the Performance Security for the due Performance of the contract.
3. Fails or refuses to accept/execute the contract.

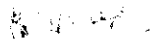
WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch





**PERFORMANCE STATEMENT FORM**  
**(For a period of last 3 years)**

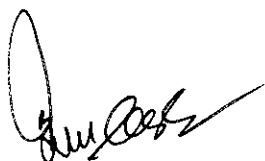
Name of the Firm.....

Order Placed by (full address of Purchaser)	Order No. and date	Description and quantity of ordered equipment	Value of order	Date of completion of delivery as per contract	Date of actual completion of delivery.	Remarks indicating reasons for late delivery, if any	Has the equipment been installed satisfactory? (Attach a certificate from the purchaser/Con signee)	Contact person alongwith Telephone No., FAX No. and e- mail address

Signature and Seal of the manufacturer/Bidder.....

Place :

Date :



**DEVIATION STATEMENT FORM**

- 1) The following are the particulars of deviations from the requirements of the tender specifications:

CLAUSE	DEVIATION	REMARKS (INCLUDING JUSTIFICATION)

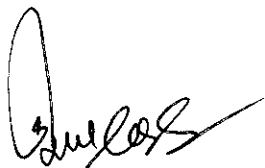
Place:

Date:

Signature and seal of the  
Manufacturer/Bidder

**NOTE:**

- 1) Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations".



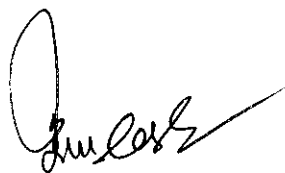
**SERVICE SUPPORT DETAIL FORM**

Sl. No.	Nature of training imparted	List of similar type equipments serviced in the past 3 years	Address, Telephone Nos. , Fax Nos and e mail address

Signature and Seal of the manufacturer/Bidder.....

Place :

Date :



## Bid Form


a) [The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: [insert date (as day, month and year) of Bid Submission]  
Tender No.: [insert number from Invitation for Bids]  
Invitation for Bid No.: [insert No of IFB]

To: [insert complete name of Purchaser]

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: [insert the number and issuing date of each Addenda];
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services [insert a brief description of the Goods and Related Services];
- b)
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: [insert the total bid price in words and figures, indicating the various amounts and the respective currencies];
- (d) The discounts offered and the methodology for their application are:  
**Discounts.** If our bid is accepted, the following discounts shall apply. [Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]
- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 20.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 41 and GCC Clause 13 for the due performance of the Contract;
- c)
- (g) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: [insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]



Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate "none.")

- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: *[insert signature of person whose name and capacity are shown]*  
 In the capacity of *[insert legal capacity of person signing the Bid Submission Form]*  
 d)

Name: *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

e) Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

*[Signature]*

**PERFORMANCE SECURITY FORM**  
**MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY**

To,

.....

WHEREAS ..... (name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no. .... dated .....to supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract; AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of ..... (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the .... day of ....., 20.....

(Signature of the authorized officer of the Bank)

.....  
Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

