



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
Ph:011-23715188(Telefax), 23765091
Website: www.csir.res.in

Tender notice No.
No.13-2(58)/09-10-Pur
Dated 20.11.2009

Tender for Supply , Installation, Testing and Commissioning and Maintenance of Storage Area Net work (SAN) systems

Date of Issue of tender	20.11.2009
Last Date of collection of Document by Post or hand	18.12.2009 Up to 4.00 PM
Date of Pre-Bid conference	21.12.2009 At 11.00AM
Last Date of Submission of Bid	29.12.2009 Up to 3.00PM
Date of opening of Technical Bid	29.12.2009 At 3.30PM
Amount of EMD to be attached with the Technical Bid	Rs.1,50,000/= (Rupees One Lac fifty thousand only)

Note: Cost of Tender/BID document is INR.300/- if requested by post or by hand. No tender fee is applicable if the documents are downloaded from our website: www.csir.res.in .

[Signature]
20/11/09

Council of Scientific & Industrial Research
Anusandhan Bhawan, 2-Rafi Marg, New Delhi- 110 001

Bid Document No. **13-2(58)/09-10-Pur**

Date of Issue **20.11.2009**

Name & Address:
Of the Firm
.....
.....

Important Notice

An incomplete offer and/or late bid is liable to be ignored. To aid the Bidders in submitting complete offers, a checklist is included in the bid document (Annexure - A). The bidders must fill this and submit along with their bids.

01/12/09

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SECTION - I

INVITATION FOR THE BIDS

Sealed bids in two parts, Part 1 : Earnest Money Deposit (EMD), Documents named as “Eligibility Criteria” & Technical Bid and Part 2 : Financial Bid valid for 90 days are invited for Supply , Installation, testing, commissioning and Maintenance of **10 TB Raw Capacity FC/IP/iSCSI Storage Area Network(SAN) Solution (One Unit)** at Council of Scientific & Industrial Research HQ.

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 Storage Area Net work (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 Section – II and the technical requirements/specifications as specified in Annexure K.

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 with in 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 Net work (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 The bidder should be manufacturer (OEM) or authorized distributor cum service provider for the systems as per clause 1.0 above. Attach documentary proof.

Success

1.2.2 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”.

1.2.3 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.

1.2.4 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.

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

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

1.2.7 Bid should accompany an earnest money deposit of Rs 1,50,000/- (Rupees One Lakh Fifty Thousand Only) in the form of a demand draft or Bank Guarantee as per Annexure-C drawn in favor of ‘The Joint Secretary, CSIR, New Delhi’ on a scheduled/ nationalized bank payable at New Delhi.

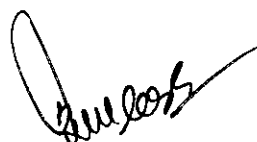
1.2.8 Bidder should submit valid documentary proof of Sales Tax/VAT, Service Tax /GST registration number and the details of income tax registration (PAN).

1.2.9 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.

1.2.10 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 1.2.9).

1.3. Eligibility Criteria Documents, Technical Bid, Earnest Money Deposit and Financial Bid should be put in separate envelopes duly sealed. The content on the envelope, bidder’s name & address should be clearly marked on the top of the sealed envelopes.

1.4. The bids complete in all respects addressed to the Joint Secretary(Admn.), CSIR, New Delhi should reach by hand/post at the following address latest by 29.12.2009 at 3:00PM.



Joint Secretary (Admn.)
Council of Scientific & Industrial Research
Anusandhan Bhawan, 2-Rafi Marg, New Delhi – 110 001

1.5. The Technical Bid will be opened in the Room no. 101 , Conference Hall- of CSIR, Anusandhan Bhawan, 2 Rafi Marg, New Delhi – 110 001 on the same day (last date of submission of the Bid) at 29.12.2009 at 3.30 PM in the presence of bidders who choose to be present and whose EMD and Eligibility Criteria Documents are in order.

1.6. Schedule and critical dates

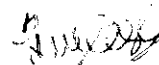
The CSIR reserves the right to amend the proposed schedule shown below. The tentative schedule and critical dates are as follows:

Date of Issue of tender	20.11.2009
Date of collection of Document by Post or hand	18.12.2009 up to 4.00PM
Date of Pre-Bid conference	21.12.2009 At 11.AM
Last Date of Submission of Bid	29.12.2009 at 3.00 PM
Date of opening of Technical Bid	29.12.2009 at 3.30 PM

1.7. CSIR will make its purchasing decision based on the ability of the bidder(s) to meet its needs, technical expertise of the bidder(s), delivery capability, customer references and prices. However, specific criterion used to evaluate bid response is listed in the Section - III – Instruction to bidders.

1.8. The Joint Secretary, CSIR reserves the right to waive any irregularities: accept the whole, accept part of or reject any or all bids.

1.9 A pre-bid conference will be held at room no. 101-Conference Hall, CSIR, Anusandhan Bhawan, 2 Rafi Marg, New Delhi – 110 001 **on 21.12.2009 at 11:00 AM.**



SECTION II

SCHDEULE OF REQUIREMENTS

2.1 Introduction

To Cater the Data storage requirement of various applications and IT services such as CSIR –Web site, Intranet Portal, E-mail system etc CSIR is intended to commission a state of the art Storage Area Net work (SAN) systems at server room of CSIR HQ.

2.2 Scope of the Work -

The scope of work for the Supply, Installation and commissioning and Maintenance of Storage Area Net work (SAN) systems at Council of Scientific & Industrial Research HQ and 3 year on-site comprehensive warranty maintenance support is broadly as follows (detailed specifications are provided in Annexure K):

Sl. Number	Scope of Work – Description
1.0	Supply, Installation, Testing, Commission and 3 years on-site comprehensive warranty maintenance of SAN system and it's integration with existing servers at CSIR HQ KVM Switch as per the detailed Technical Specification given in Annexure K.

Note:

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 Three 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.

2.3 The detailed technical specifications of the equipments/ systems are specified in Annexure K.



SECTION - III

INSTRUCTIONS TO BIDDERS

3.0.The Bidding documents

Bidding document contain the following:

- a) Instructions to the bidders (ITB)
- b) General Condition of Contract (GCC)
- c) Schedule of requirements Annexure-A
- d) Price schedule Annexure-B
- e) Compliance statement (Deviation chart) Annexure-C
- d) Bid Form annexure-D
- e) Bid security form Annexure-E
- f) Performance Security Form annexure-F
- g) OEMs authorization in the event bid is submitted by Channel partners/ distributors Annexure- G

Amendment to bidding documents prior to deadline for submission by CSIR for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder resulting in modification of bidding document is the prerogative of CSIR New Delhi. All prospective bidders who have received bidding document will however be notified of the amendment which will be binding on them.

3.1 Cost of Bidding

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 the outcome of the bidding process.

3.2 The Bidding Documents

3.2.1 The equipments, product and services required, bidding procedures and contract terms are prescribed in the bidding documents. In addition to the invitation for bids the documents include:

- (a) Schedule of requirements – Section - II
- (b) Instructions to bidders(ITB) – Section – III
- (c) General Terms and Conditions of Contract (GCC) – Section - IV
- (d) Detailed Technical Specifications – Section V (Annex. - K)
- (e) Bid form Section V (Annex.- A)
- (f) Price schedule – Section – V (Annex. B)
- (g) Compliance statement (Deviation chart) – Section V (Annex-C)
- (h) Bid security Form – Section V (Annex . D)
- (I) Performance Security Form - Section – V (Annex. - E)
- (J) OEMs authorization in the event bid is submitted by Channel partners/ distributors Section V (Annex.- F)

Note : Amendment to bidding documents prior to deadline for submission by CSIR for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder resulting in modification of bidding document is the prerogative of CSIR New Delhi. All prospective bidders who have received bidding document will however be notified of the amendment which will be binding on them.

3.2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required and/or False/Incorrect information and/or submission of 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.

3.3 Preparation of Bids

The bids are to be submitted in two separate sealed envelopes

Envelop One Should Contain three separately sealed envelopes :

- i) EMD sealed separately and super scribed/ marked with words "EMD" on the envelope.
- ii) Eligibility Criteria Document sealed separately and super scribed/ marked with words "Eligibility Criteria" on the envelope.
- iii) Technical Bid sealed separately and super scribed/ marked with words "Technical Bid" on the envelope.

Envelop Two Should Contain :

- i) Financial Bid sealed separately and super scribed/ marked with words "Financial Bid" on the envelope.

The content on the envelope, bidder's name & address should be clearly marked on the top of the sealed envelopes.

Note : All pages of the bid being submitted must be signed and sequentially numbered by the authorized signatory of the bidder, irrespective of the nature of the content of the page in the format : "Current page no./total no. of pages". Unsigned and Unstamped tender shall be summarily rejected.

The details of which are given in following sections:-

3.3.1 Earnest Money Deposit (EMD)

Bid should accompany an earnest money deposit of **Rs 1,50,000/- (Rupees One Lakh Fifty Thousand only)** in the form of a demand draft or Bank Guarantee as per Annexure-D drawn in favor of '**The Joint Secretary(Admn.), CSIR, New Delhi**' on a scheduled/ nationalized bank payable at New Delhi. Bid without a valid EMD will be out rightly rejected.

3.3.2 Eligibility Criteria Documents

The eligibility criteria documents as per clause 1.2 section 1 – Invitation for Bid must be submitted along with the Bid. Bid without these documents will be out rightly rejected.



3.3.3 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 – **Annexure-F**
- (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 – Annexure – B
- (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 as per Annexure K.

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.

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 contract .

(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.



3.4 Submission of Bids

3.4.1 Sealing and Marking of Bids

- (i)The bids shall be submitted in two separate sealed covers as described in clause 3.3 above.
- (ii) The outer envelope containing EMD, Eligibility Criteria Document, Technical Bid and Financial Bid shall be addressed to The Joint Secretary, CSIR, Anusandhan Bhawan, 2 Rafi Marg, New Delhi – 110 001 mentioning bid no. and date etc.
- (iii) All the outer and inner envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late or delayed.
- (iv) Telex, cable, e-mail or facsimile bids will be rejected.

3.4.2 Deadline for Submission of Bids

- (i) Bids must be received by CSIR at the address given in Section-I not later than the time and date specified on the cover page. In the event of the specified date for the submission of bids being declared a holiday for CSIR, the bids will be received up to the appointed time on the next working day.
- (ii) The Joint Secretary, CSIR may, at his discretion extend this deadline for submission of bids by amending the tender document, 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.

3.4.3 Late and Delayed Bids

Any bid received by CSIR after the deadline for submission of bids prescribed by the CSIR will be rejected and/or returned unopened to the bidder.

3.5 Bid Opening and Evaluation

CSIR will open the bids in the presence of bidders' representatives, who choose to attend, at the time, on the date and at the place specified in Section-I. The bidders' representatives present there, shall sign a register evidencing their attendance. In the event of the specified date of the 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.

3.5.1 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.

3.5.2 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.

[Handwritten signature]

3.5.3 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.

3.5.4 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.

(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.

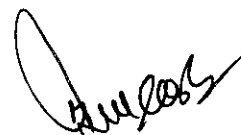
(iv) The bidders could also be called for discussion and could also be allowed to modify their technical bids to suit the organizations requirements. The idea is to arrive at a threshold level of acceptability above which all the bidders shall be treated on par. Those whose technical specifications do 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.

3.5.4 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.

3.5.5 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.

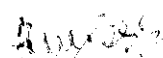
(ii) The Financial Bids of the technically qualified bidders shall be opened in the presence of their representatives, who choose to be present, on a specified date and time and Venue.

(iii) The date and time of opening of financial bids shall be informed to the technically qualified bidder.

3.5.6 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.

3.6 Award Criteria

The CSIR New Delhi will award the Contract to the successful Bidder whose bids have been determined to be substantially responsive and has been determined as the lowest evaluated bid provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

3.7 Notification of Award

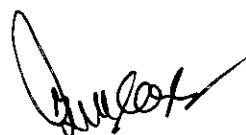
Prior to the expiration of the validity period , the CSIR New Delhi will notify the successful Bidder in writing by letter or by fax, to be confirmed in writing by speed post or hand delivered letter, that its bid has been accepted. The notification of Award will constitute the formation of the Contract.

3.8 Factors Affecting the Award of Contract

- The bidder should have its own Contract support facilities. The support facilities should be owned and managed by the bidder.
- Conformity with the Request for Bid/tender required and terms and conditions.
- The assessment of the capability of the bidder to meet the basic requirement, terms and conditions of CSIR tender.
- The list of CSIR Laboratories /organization where SAN facility has been established by bidder.
- All other things being equal, preference will be given to the established well-known OEMs of National and international repute ,directly selling to the CSIR New Delhi

3.9 Fall clause

- The price charged for the stores supplied under the contract by the supplier, shall in no event, exceed the lowest price at which the supplier sells the stores of identical description to any other person/organization during the period till performance of all supply orders placed during the currency of the contract is completed. If at any time during the period the supplier reduces the sale price of such stores or sells such stores to any other person including his dealers at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale to the CSIR New Delhi and the price payable under the contract



for these items of stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

- If it is discovered that the supplier has contravened the above conditions, then without prejudice to any other action which might be taken against him, it shall be lawful for the CSIR New Delhi to (a) revise the price at any stage so as to bring it in conformity with above clause, or (b) to terminate the contract and purchase the items of stores at the risk and cost of the supplier and in that event the provisions of relevant Clause of General Conditions of Contract shall, as far as possible, be applicable, or to recover the loss.



SECTION - IV

GENERAL TERMS AND CONDITIONS

4.1 General Contract Conditions and Terms

4.1.1 Definitions and Interpretation

In this contract, the following terms shall be interpreted as indicated:

- (i) "The Contract" means the agreement entered into between the CSIR and the Vendor as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (ii) "The Contract Price" means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations;
- (iii) "The Goods" means benchmarked fully functional equipment(s) and/or product(s) along with all manuals and/or other material(s), which the Vendor is required to supply, install, commission and maintain for the CSIR under the Contract;
- (iv) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, maintenance, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;
- (v) "The CSIR" means the organization purchasing the equipment and/or product, i.e., Council of Scientific & Industrial Research. It means and includes an officer who is authorized on behalf of the Joint Secretary, Council of Scientific and Industrial Research, Anusandhan Bhawan, 2 Rafi Marg, New Delhi – 110 001.
- (vi) "The Vendor" means the firm(s) supplying the equipment/product and services under this Contract;
- (vii) "The Site" means the CSIR-HQ and its various Labs/Institutes spread across India
- (viii) "Day" means calendar day.

4.1.2 Application of GCC


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

4.1.3 Standards

- The Goods supplied under the Contract shall conform to the equivalent standards of items mentioned in the 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.

4.1.4 Use of Contract Documents and Information

- The Supplier shall not, without the CSIR New Delhi'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 a confidence and shall extend only as far as may be necessary for purposes of such performance.



- The Supplier shall not, without the CSIR's prior written consent, make use of any document or information except for purposes of performing the Contract.
- Any document, other than the Contract itself, 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 .

4.1.5 Patent Rights

- The Supplier shall indemnify the CSIR against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

4.1.6.Submission of the bids.

- All bids complete in all respect must reach the CSIR within the last date and time of receipt of bid. No extension shall be allowed for any reason what so ever. Late tenders/delayed bids and tenders received without earnest money & cost of bidding documents (if applicable) etc. shall be rejected.
- Tender documents are available on CSIR Website <http://www.csir.res.in> under reading tenders. Interested parties may download the tender documents free of cost.

4.1.7 Inspections and Tests

- 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 inspections and tests may be conducted at point of delivery and/or at the Goods on final destination.
- 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.
- The CSIR 's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at its Site 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.
- Nothing in GCC Clause shall in any way release the Supplier from any warranty or other obligations under this Contract.

4.1.8 Consequences of rejection

- If in the event the stores/equipment/material are rejected by the CSIR at the destination and the supplier fails to make satisfactory supplies within the stipulated period of delivery, the CSIR will be at liberty to :

- Allow the supplier to resubmit the stores in replacement of those rejected, within a specified time without any extra cost to the CSIR or.
- Rejecting the material, which shall be final and binding on the contractor.

4.1.9 Packing

- 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.
- 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, in any subsequent instructions ordered by the CSIR .

4.1.10 Delivery and Documents

- Delivery of the goods shall be made by the Supplier with in days/weeks agreed mutually from the date of placement of order in pursuance of notification of award of contract
- The delivery of Stores shall be affected at the premises of the CSIR or agreed destination within the stipulated time and as may be elucidated in the confirmed order, accompanied by a delivery challan. No extension of time for delivery of Stores shall normally be accorded.
- Time and date of delivery is the essence of the contract: The time and date of delivery of the stores stipulated shall be deemed to be of the essence of the contract and delivery must be completed not later than the date(s) specified as agreed between CSIR & Supplier.

4.1.11 Insurance

- The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. The insurance shall be obtained by the suppliers or CSIR as may be agreed mutually in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destinations) on "all risks" basis including war risks and strikes.

4.1.12 Transportation

- Where the Supplier is required under the Contract to transport the Goods within India defined as CSIR site, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.



4.1.13 Warranty

- 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.
- 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.
- The CSIR shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 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.
- 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.

4.1.14 TERMS OF PAYMENT :

4.1.14.1 For Indigenous supplies

- The payment shall be made within 30 days from the date of receipt of invoice after satisfactory deliver, Installation & commissioning of material at the site. The Supplier's request(s) for payment shall be made to the CSIR in writing, accompanied by an Tax/Retail invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to GCC Clauses, and upon fulfillment of other obligations stipulated in the contract.
- Payment shall be made in Indian Rupees by way of crossed account payee Cheque drawn on State Bank of India, New Delhi. No advance payment will be made.

4.1.14.2 For import supplies

- As a standard practice In case of import by CSIR New Delhi, payment shall be made by CSIR through an irrevocable letter of credit to the extent of 80% on production of shipping documents and proof of dispatch and the balance 20% will be paid after completion of installation, commissioning and acceptance of the system/equipment to the entire satisfaction of council/CSIR and on production of performance bank guarantee for 20% F.O.B. value valid for 12 months from the date of acceptance either by the manufacturer or their Indian subsidiary/agents. Payment terms by the bidders must be mentioned explicitly in the bid document.

- Consideration of any other terms regarding payment will be prerogative of JSA CSIR New Delhi.

4.1.15 Prices

- Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in his bid.
- The CSIR may at any time, by written order given to the Supplier, make changes within the general scope of the Contract in anyone 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.
- 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 thirty (30) days from the date of the Supplier's receipt of the CSIR's change order.

4.1.16 Contract Amendments

- Subject to the relevant GCC Clauses, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

4.1.17 Assignment

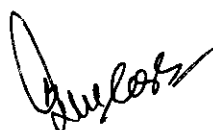
- The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the CSIR's prior written consent.

4.1.18 Subcontracts.

- 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 his original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

4.1.19 Delays in the Supplier's Performance

- 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 as per GCC clauses.
- If at any time during performance of the Contract, the Supplier or its sub-contractor(s) 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 liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

- Except as provided under 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 GCC Clauses, unless an extension of time is agreed upon pursuant to GCC without the application of liquidated damages.

4.1.20 Penalty Liquidated Damage.

- Subject to GCC Clauses 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 1 % per week and the maximum deduction is 10% of the contract price of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance. Once the maximum is reached, the CSIR may consider termination of the Contract pursuant to GCC Clause.

4.1.21 Termination for Default

- 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:
- If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the purchase order, or within any extension thereof granted by the CSIR pursuant to GCC Clauses or
- If the Supplier fails to perform any other obligation(s) under the Contract.
- If the Supplier, in the judgment of the CSIR has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 'For the purpose of this Clause:
- "Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- "Fraudulent practice: a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the Borrower of the benefits of free and open competition ",
- In the event the CSIR terminates the Contract in whole or in part, pursuant to GCC Clause , the CSIR may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the CSIR for any excess costs for such similar Goods

or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

4.1.22 Force Majeure

- Notwithstanding the provisions of GCC Clauses the Supplier shall not be liable for imposition of 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.
- For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the CSIR either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- If a Force Majeure situation arises, the Supplier shall promptly notify the CSIR in writing of such conditions and the cause thereof. 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.

4.1.23 Termination for Insolvency


- 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 .

4.1.24 Termination for Convenience

- The CSIR , by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. 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.
- 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.

4.1.25 Resolution of Disputes

- 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.
- If, after thirty (30) days from the commencement of such informal negotiations, the CSIR and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the



formal mechanisms as specified below. These mechanisms may include, but are not limited to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and national or international arbitration.

- In case of Dispute or difference arising between the CSIR and a supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The dispute shall be referred to the JSA 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 arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

4.1.26 Governing Language

- The contract shall be written in English language. Subject to GCC Clauses, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

4.1.27 Applicable Law

- The contract shall be governed by the Law of Contract for the time being in force Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.

4.1.28 Jurisdiction of Courts:


- The courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of this contract.
- One month notice will be given by either party for termination of Contract during the tenure of Contract for breach of Clause or otherwise.

4.1.29 Taxes and Duties

- Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits especially in Indian supplies incurred until deliver of the goods under contract to the CSIR
- For the purpose of all notices, the following shall be address of the CSIR New Delhi and supplier.

Joint secretary Admn.
Council of Scientific & Industrial Research
Anushandhan Bhawan, 2-Rafi Marg,
New Delhi-110001

Supplier



4.2.0 Other Terms & conditions

4.2.1 Time Schedule

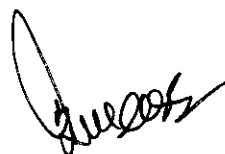
- Potential suppliers should provide detailed activities time schedule, which represents the shortest practical time to complete all necessary tasks and meet the obligations of the requirements. All significant activities must be included, including those associated with the delivery, installation and commissioning of the equipments/ products and quality certifications.
- 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).
- 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.

4.2.2 Acceptance Certificate

- 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 (**Annexure -G**) 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).

4.2.3 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.

4.2.4 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.

4.2.5 Acceptance Test

- 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 EMD/Security Deposit. Further CSIR institutes can procure same items from alternate sources at the risk and cost of the defaulting vendor.

4.2.6 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.

4.2.7 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.

Terms of Warranty/ Maintenance

- 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.
- 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.
- The CSIR shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 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.
- 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.

4.2.8 Payment Schedule

(i) 100% payment will be made on supply, receipt, installation and commissioning of systems and furnishing of a Bank Guarantee towards performance and support services for an amount of 10% of the order value valid up to 60 days after support service period along with jointly signed and sealed installation and acceptance report.



(ii) In case the site is not ready for installation, payments shall be made on submission of site not ready certificates and BG of the amount equal to 20% of the amount of PO values for such sites.

(iii) Payments shall be subject to deductions of any amount for which the Vendor is liable under the agreement against this contract. Further, all payments shall be made subjects to deduction of TDS (Tax deduction at Source) as per the income- Tax Act,1961 and any other taxes.

(iv) All Payments shall be made in Indian Rupees only.

4.2.9 TERMS OF PAYMENT :

4.2.9.1 For Indigenous supplies

- The payment shall be made within 30 days from the date of receipt of invoice after satisfactory deliver, Installation & commissioning of material at the site. The Supplier's request(s) for payment shall be made to the CSIR in writing, accompanied by an Tax/Retail invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to GCC Clauses, and upon fulfillment of other obligations stipulated in the contract.
- Payment shall be made in Indian Rupees by way of crossed account payee Cheque drawn on State Bank of India, New Delhi. No advance payment will be made.

4.2.9.2 For import supplies

- As a standard practice In case of import by CSIR New Delhi, payment shall be made by CSIR through an irrevocable letter of credit to the extent of 80% on production of shipping documents and proof of dispatch and the balance 20% will be paid after completion of installation, commissioning and acceptance of the system/equipment to the entire satisfaction of council/CSIR and on production of performance bank guarantee for 20% F.O.B. value valid for ~~30~~ 36 months from the date of acceptance either by the manufacturer or their Indian subsidiary/agents. Payment terms by the bidders must be mentioned explicitly in the bid document.
- Consideration of any other terms regarding payment will be prerogative of JSA CSIR New Delhi.

4.2.10 Earnest Money Deposit:

(i) The bidder shall have to deposit an EMD as mentioned in Section I and/or Section III, in the form of a Demand Draft or Bank Guarantee as per Annexure-C in favour of the Joint Secretary, CSIR, New Delhi drawn on a nationalized/scheduled bank payable at New Delhi along with their bids. Cheques will not be accepted.

(ii) Any bid without valid EMD will be rejected and will not be opened and/or technically evaluated.

(iii) Unsuccessful bidder's EMD will be returned as promptly as possible but not later than 30 days after the expiry of the period of the validity prescribed by the CSIR.

(iv) Successful bidder's EMD will be kept as a security deposit and will be returned after successful completion of empanelment period, including extended period, if any.

(v) The EMD may be forfeited: (a) If a bidder withdraws 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 (i) to acknowledge the order in accordance with the terms and conditions.

(vi) No interest shall be payable on EMD by CSIR.

4.2.11 Arbitration & resolution of dispute.

(i) 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.

(ii) If, after thirty (30) days from the commencement of such informal negotiations, the CSIR and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms as specified below. These mechanisms may include, but are not limited to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and national or international arbitration.

(iii) In case of Dispute or difference arising between the CSIR and a supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. 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 arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

(iv) The Contract shall be governed in accordance with the Indian laws.

4.2.12 Award Criteria

- The CSIR will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the best evaluated bid provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

4.2.13 CSIR's Right to Accept any Bid and to Reject any or All Bids.

- CSIR 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 Bidder's or any obligation to inform the affected Bidder or Bidder's of the grounds for CSIR's action.



4.2.14 Notification of award

- (i) Prior to the expiration of the period of bid validity, the CSIR will place a firm order or notify the successful Bidder in writing by fax to be confirmed in writing by speed post or hand delivery that his bid has been accepted.
- (ii) The notification of Award will constitute the formation of the Contract.

4.2.15 Signing of Agreement

- (i) At the same time as the CSIR notifies the successful Bidder that its bid has been accepted, CSIR will send the Bidder the Contract Agreement incorporating all agreement terms & conditions between the parties.
- (ii) Within three (3) days of receipt of the Contract Form, the successful Bidder shall sign with date the Contract and return it to CSIR.

4.2.16 Corrupt or Fraudulent Practices

- (i) Bidders & Vendors shall observe the highest standard of ethics during the procurement and execution of the contract.
- (ii) CSIR will reject a proposal for award if it determines that the Bidder recommended for award is engaged in corrupt or fraudulent practices in competing for the contract in question.
- (iii) CSIR will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm was engaged in corrupt or fraudulent practices in competing for this bid, or in executing the contract.

4.2.17 Indemnity Clause

- (i) The firm should sign an indemnity bond to safeguard against any pirated software, equipment, design etc being supplied to the CSIR and/or its Labs/Institutes.
- (ii) The selected vendor shall indemnify CSIR and/or its Labs/Institutes against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied software/ hardware/manpower etc. and related services or any part thereof.

4.2.18.1 Application of GCC

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

4.2.18.2 Standards

The Goods supplied under the Contract shall conform to the equivalent standards of items mentioned in the 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.

4.2.19.Miscellaneous:

- (i) It will be imperative on each bidder to fully acquaint itself of all the local conditions and factors which would have effect on the performance of the work and its cost.
- (ii) Whilst the individual proposals shall be treated in commercial confidence, the proposals will be evaluated by a group, certain members of which may not necessarily be officers of CSIR. By responding to this tender, potential suppliers agree to their proposals being examined by this group.
- (iii) CSIR is a Government organization, and its aims, structure and way of working may differ from that of commercial enterprises. Potential vendors should be aware of the status and environment of CSIR, and must take particular note that intellectual property rights relating to any software, equipment, products and materials acquired for this project are properly observed.
- (iv) Proposed equipments/systems should be based on the requirements and specifications given in Section II and Annexure – K.
- (v) Warranty and maintenance conditions (including any costs) must be specified for the equipment/systems and other services component proposed.
- (vi) In order to assist CSIR in the objective evaluation process, potential suppliers should use the model outline and numbering scheme provided in Annexure F. Any variation to this format should be adequately described and qualified.
- (vii) The potential vendor's performance capability and history, overall organization and a proven ability to secure any similar contracts to specification, together with the contents of the proposal, benchmarking of systems, model response, presentations and site visits will be essential elements in the evaluation process, and in the award of the contract.
- (viii) Inclusion of proven state-of-the-art components and techniques shall be viewed favorably.
- (ix) CSIR intends that the vendor selected for the supply, installation, commissioning and maintenance of the system shall take complete responsibility for all of the work. The vendor must provide regular status reports in accordance with the Project Management Requirements set out in Annexure J.
- (x) CSIR reserves the right to allocate the contracted work in a staged or phased manner. Potential vendors are requested to submit alternative proposals for the associated productivity/response enhancement tools, where they believe that there are significant differences in the development activities resulting from the productivity tools used.
- (xi) By responding to this tender the potential vendor agrees to take the contractor's role. Where the potential vendor propose the use of third party services in his proposals, the potential vendor should describe the third party, including their role, and the definition of responsibilities and accountabilities.



- (xii) The bidder should provide warranty support services for Five years after satisfactory installation and commissioning of the systems.

(xiii) Responsibilities

The responsibilities of CSIR and prospective vendor after empanelment are tabulated below:

S. No.	Activity	Primary Responsibility	Secondary Responsibility
1.0	Placement of Purchase Order	CSIR	
2.0	Schedule For Testing	Vendor	
3.0	Carrying out Testing	CSIR	Vendor
4.0	Safe Delivery of Systems	Vendor	
5.0	Installation & Commissioning of Systems	Vendor	CSIR
6.0	Issue Acceptance Certificate	CSIR	Vendor
7.0	Submission of Invoice with proper relevant documents	Vendor	CSIR
8.0	Payment to Vendor	CSIR	Vendor
9.0	Onsite Comprehensive Warranty Maintenance for 3 years	Vendor	
10.0	Submission of Quarterly Warranty Maintenance Report	Vendor	

- (xiv) Potential vendors are requested to provide a detailed activities time schedule and resource allocations and requirements for all the stages which represents the shortest practical time to complete all necessary tasks and meet the obligations of the requirements. All significant activities must be indicated, including those associated with the testing, delivery, installation, commissioning and maintenance of systems, key quality assurance and quality certifications.
- (xv) The system shall be tested completely by the vendor prior to being offered for acceptance testing installed in operational status at CSIR.
- (xvi) The vendor shall define detailed acceptance criteria on conjunction with the CSIR and the testing procedures should allow for the functional testing, integration testing and formal acceptance of the system by the CSIR.
- (xvii) Alterations if any in the tender should be attested properly by the vendor, failing which the tender is liable to be rejected.
- (xviii) The Bids prepared by the Vendor and all correspondence and documents relating to the bids exchanged by the Vendor and CSIR, shall be written in the English language, provided that any printed literature furnished by the Vendor may be written in another language so long as the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.
- (xix) The Vendor shall be entirely responsible for all taxes, duties, octroi, license fees, etc., incurred for performance of the services. If there is any reduction in taxes/duties etc. due to any reason whatever, after Notification of Award, the same shall be passed on to CSIR.

- (xx) The selected Vendor shall perform the services and carry out its obligations under the Contract with due diligence and efficiency, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and training/consulting standards recognized by national/international professional bodies and shall observe sound management, technical and engineering practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods. The Vendor shall always act, in respect of any matter relating to this Contract, as faithful advisors to CSIR and shall, at all times, support and safeguard CSIR's legitimate interests in any dealings with Third parties.
- (xxi) CSIR reserves the right to inspect the performance of the vendor prior to commencement or in between the work progress. The inspection may cover all areas related to the assigned purchase order, especially methodology, manpower, infrastructure etc. CSIR reserves the right to cancel the purchase order assigned to the vendor at any time which includes the time after the completion of assigned work without assigning any reason for the same. In case the purchase order is canceled then the costs incurred will be born by the vendor and under no circumstances the vendor shall be eligible for any payment or damages from CSIR.
- (xxii) The selected vendor shall not, without CSIR's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, software code, sample of information furnished by or on behalf of CSIR in connection therewith, to any person other than a person employed by the Vendor in the 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.
- (xxiii) If the selected vendor is not able to fulfill its obligations under the contract, which includes non completion of the work, the CSIR reserves the right to accomplish the work through another vendor and EMD / Security Deposit of vendor will be forfeited. Also any costs, damages etc. resulting out of the same shall have to be born by the selected vendor.
- (xxiv) Printed terms and conditions of the Bidders will not be considered as forming part of their Bid. In case terms and conditions of the contract applicable to the Invitation of Bid are not acceptable to any Bidder, he should clearly specify deviation in its bid.
- (xxv) CSIR may at any time terminate the Contract by giving written notice to the selected Vendor, without compensation to the selected Vendor, if the selected Vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to CSIR.
- (xxvi) CSIR may by written notice sent to the selected Vendor, terminate the purchase order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination shall specify that termination is for CSIR's convenience, the extent to which performance of work under the purchase order and /or the Contract is terminated, and the date upon which such termination becomes effective. CSIR reserves the right to elect :



- (a) To have any portion completed at the purchase order and/or the Contract terms and prices; and/or
- (b) To cancel the remainder and pay to the selected Vendor an agreed amount for partially completed Services.
- (xxvii) In the event the Vendor's Company or the concerned Division of the company is taken over/bought over by another company, all the obligations under the agreement with CSIR, should be passed on the compliance by the new company new Division in the negotiation for their transfer.
- (xxviii) The selected vendor automatically agree with CSIR for honoring all aspects of fair trade practices in executing the purchase orders placed by CSIR
- (xxix) If the name of the product is changed for describing substantially the same in a renamed form then all techno financial benefits agreed with respect to the original product, shall be passed on to CSIR and the obligations with CSIR taken by the Vendor with respect to the product with the old name shall be passed on to the product so renamed.
- (xxx) The supplier should enter the Service level agreement for protecting the data and taking necessary backup and restoring the same. Also as in when required managing and monitoring system and event logs.
- (xxxi) The support service engineer deputed for site must be qualified and competent to diagnose the fault and rectify and configure policy and check and manage service on site independently for routine weekly visits.

For the purpose of all notices, the following shall be address of the CSIR New Delhi and supplier.

**Joint secretary Admn.
Council of Scientific & Industrial Research
Anushandhan Bhawan, 2-Rafi Marg,
New Delhi-110001**

Supplier

[Handwritten signature]

SECTION V
ANNEXURES

ANNEXURE – A
Technical Bid

Checklist for Bid Submission

The following check-list must be filled in and submitted with the bid document:

1.0 EMD:	
Have you submitted the EMD asked for in the tender?	Yes/No
2.0 Technical Bid:	
1. Has the bid document been issued to you?	Yes/No
2. Have you attached the bid form shown in Annexure-B	Yes/No
3. Have you attached documents pertaining to 5 years experience in software development?	Yes/No
4. Have you attached documentary proof of executing similar kind of projects in last 3 years?	Yes/No
5. Have you attached employee details as per eligibility/ pre-qualification criteria?	Yes/No
6. Have you attached audited balance sheet for last three years?	Yes/No
7. Have you attached document of PAN no / ?	Yes/No
8. Have you attached detailed documentation of ISO certification of company?	Yes/No
9. Have you attached details of operational developmental centre in NCR as per eligibility criteria?	Yes/No
10. Have you attached the document of Sales Tax/VAT/Service Tax ?	Yes/No
11. Have you attached the list of clients for which you are having similar type of contract and certificate from clients regarding satisfactory performance?	Yes/No
12. Have you attached the development and support centers in NCR/ Delhi ?	Yes/No
13. Have you attached the details of H/W, S/W and other accessories resources available?	Yes/No
14. Have you attached the details of System Integration projects of similar nature executed by you in last 3 years?	Yes/No
15. Have you attached the details of subcontractors and agreements? If any	Yes/No
16. Have you attached the details of Internet Infrastructure/facility at your company?	Yes/No
17. Have you attached the details of your web site?	Yes/No
18. Have you attached the details of Total-IT manpower & manpower on contract?	Yes/No
19. Have you attached the details of additional features of the product/services being offered?	Yes/No
20. Have you attached the details of dedicated Project team to be deployed for the project?	Yes/No
21. Have you attached the documents pertaining to bidder's understanding of the problem?	Yes/No
22. Have you attached details of proposed solution(s) with merits, demerits?	Yes/No

23. Have you attached the details of suggested H/W, system software/tools & utilities/ infrastructure equipments/ networking / other product etc. ?	Yes/No
24. Have you attached detailed project management philosophy ?	Yes/No
25. Have you attached documents relating to major milestones of the project?	Yes/No
26. Have you attached the duly filled response in the Model Response Outline/Format (Annexure F) along with the duly filled questionnaire?	Yes/No
27. Have you attached Product evaluation/Demonstration CDs, technical information, white papers etc. ?	Yes/No
28. Have you attached the details of similar services provided to any CSIR lab/Institute in last 3 years, if any ?	Yes/No
29. Have you attached the undertaking for compliance to tender technical specifications & tender terms & conditions (Annexure E)?	Yes/No
30. Have you attached the product / software solution compatibility sheet (Fully Met, Partially Met, Customization required) and the roadmap to meet the gaps and effort estimates for all customization necessary to meet the specifications as per Annexure K?	Yes/No

3.0 Financial Bid:

1. Have you attached the bid form in the format shown in Annexure-G?	Yes/No
2. Have you attached the price schedule for the SAN system in the format specified in Annexure – H?	Yes/No

4.0 Please arrange your bid document for each part as given below:

(i) EMD Demand Draft; below that

(ii) TECHNICAL BID: the documents should be attached in same serial order as specified in 2.0 above

(iii) FINANCIAL BID: the documents should be attached in same serial order as specified in 3.0 above

NOTE: If the bid is not submitted as per the format, the same is liable to be rejected.



ANNEXURE – B

Technical Bid

BID FORM

(Technical Bid)

(To be submitted on the firm's letter head and signed by an authorized person)

To,

The Joint Secretary

Council of Scientific & Industrial Research

Anusandhan Bhawan.

2 Rafi Marg,

New Delhi 110 001

Ref: Bid document No.

dated-----

Sir,

Having examined the bidding documents and having submitted bid for the same, we, the undersigned, hereby submit the bid for supply of goods and services as per the schedule of requirements and in conformity with the said bidding documents.

We hereby offer to supply the Goods/Services at the prices and rates mentioned in the enclosed schedule of requirement.

We do hereby undertake that, in the event of acceptance of our bid, the supply of Goods/Services shall be made as stipulated in the schedule of requirement and that we shall perform all the incidental services.

The prices quoted are inclusive of all charges net CSIR New Delhi/.....

We enclose herewith the complete Bid as required by you. This includes:

Price Schedule as per schedule of requirement.

Statement of deviations from financial terms and conditions (if any).

We agree to abide by our offer for a period of 90 days from the date fixed for opening of the bid documents and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the bid document and we do hereby undertake to supply as per these terms and conditions.

Certified that the bidder is: .

A sole proprietorship firm and the person signing the bid document is the sole proprietor/constituted attorney of sole proprietor,

Or

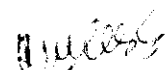
A partnership firm, or a company and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.

Signature of Bidder & Full Address Dated this day of 2009 .

Details of enclosures:

Telephone No.Fax No. E-mail:

COMPANY SEAL



ANNEXURE - C

Technical Bid

BID SECURITY FORM (EMD)

Whereas-----“(herein called the bidder) has submitted its bid dated-----
-----for the supply of -----herein called the bid

KNOW ALL PEOPLE by these presents that WE -----(*name of bank*) of (name
Of country), having our registered office at -----(*address of bank*) (hereinafter
called "the Bank"), are bound unto -----(*name of Purchaser*) (hereinafter
called "the CSIR NEW Delhi") in the sum of-----

for which payment well and truly to be made to the said CSIR, the Bank binds itself, its
successors, and assigns by these presents. Sealed with the Common Seal of the said Bank
this -----day of -----2006 -.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the
Bidder on the Bi(Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the CSIR NEW
Delhi during the period of bid validity:
 - (a) fails or refuses to execute the Contract Form if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instruction
t(Bidders.

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 CSIR will note that the amount claimed by it is due to it, owing to the
occurrence of one or both of the two(] conditions, specifying the occurred condition or
conditions.

This guarantee will remain in force up to and including forty five (45) days after the
period of the bid validity, and any demand in respect thereof should reach the Bank not
later than the above date.

(Authorized signatory of the Bank)

Name of Bidder



ANNEXURE – D

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. datedto 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

.....

All correspondence with reference to this guarantee shall be made at the following address:

**The Joint Secretary,
Council of Scientific & Industrial Research (CSIR)
Anusandhan Bhawan, 2 Rafi Marg,
New Delhi 110 001**

[Handwritten signature]

ANNEXURE - E
Technical Bid

**UNDERTAKING ON COMPLIANCE OF TECHNICAL SPECIFICATIONS AND
TENDER TERMS & CONDITIONS**

I/we hereby undertake that I/we have studied and understood the technical specifications (Section I, Section II and Annexure K) and tender terms and conditions completely.

I/We hereby undertake that we shall comply with the technical specifications and tender terms and conditions and there are no deviations of any manner in this regard from my/our side.

Signature of Authorized Signatory
Name of the Signatory
Company Name
Date
Place
Company Seal

A handwritten signature in black ink, appearing to be 'S. K. Singh', written in a cursive style.

Technical Bid

TENDER RESPONSE MODEL OUTLINE

The following notes offer guidance to proposing suppliers in the form of a model outline for their response document. All the headings indicated below must be addressed in the sequence shown, providing as much relevant detail as possible. (Conformance to this outline will assist the subsequent evaluation and selection activities, and any variations should be documented).

Additional headings and information may be provided by the proposing supplier where they are required to include additional details or explanations.

1. Description Of The Proposing Vendor

Specifically include legal status, ownership, and the name of the person within the company who is responsible for this project.

2 Descriptions Of Any Proposed Third Parties

Provide similar information to that required in 1. above.

3. Relationships Between Proposing Vendor And Any Nominated Third Parties

Provide descriptions of the trading, commercial and legal relationships with any third party nominated in the response.

4. The Proposing Supplier's General Understanding Of The Project Requirements And The Proposed Total Solution

5. The Main Features Of The Proposed Solution And Any Areas Of Risk

6. Upgrade Strategy

Describe the strategy suggested for future upgrade of the supplied systems and any impact this strategy may have on operation etc.

7. Documentation

Describe the documentation that will be provided.

8. Backup And Disaster Recovery

Describe the backup and disaster recovery measures that will be provided.

Handwritten signature

9. Maintenance And Support

Describe the maintenance and continuing technical support services, escalations etc that will be provided for the proposed systems.

10. Implementation Activities And Timing

Provide detailed time schedule for the proposed implementation activities including the testing, delivery, installation, commissioning and maintenance of systems,

11. Requirements For Office Staff Involvement

Details of the requirements of involvement of CSIR in the project activities such as design, specification, development, testing, training, and related project activities.

12. Benchmarking/Testing Procedures And Test Data Specification

Details of the proposed benchmarking/ testing procedures for equipments/systems.

13. Installation

Details of the procedures to be followed for the installation of equipments/systems

14. Warranties And Guarantees

Details of the warranty and guarantee conditions.

15. References And Experience In Appropriate Fields

Details of relevant references (including contact names) and experience of the proposing supplier in the supply, installation, commissioning and maintenance of similar systems environments.

16. Payments Schedule And Trading Terms

A description of the proposing vendors preferred Schedule of Payments and Trading Terms for component, works and services that will be undertaken.

17. Other Relevant Information

Any other information, details, and observations that the proposing vendor considers relevant to the understanding and delivery of their proposed solution.



ANNEXURE - G

Proforma of Certificate for Joint Inspection Report after Successful Commissioning of the Equipment

No.

Dated:

M/s _____

Sub: Certificate of commissioning of equipment (Computer/Server, etc.)

1. This is to certify that the equipment as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in para 2). The same has been installed and commissioned.

Contract No. _____ dated _____

Description of the equipment _____

Name of the consignee _____

Date of commissioning and proving/acceptance test _____

Details of accessories/spares not yet supplied and recoveries to be made on that account:

Sl. No.	Description	Amount to be recovered
---------	-------------	------------------------

The proving test has been done to our entire satisfaction and users have been trained.

The supplier has fulfilled his contractual obligations satisfactorily

or

The supplier has failed to fulfil his contractual obligations with regard to the following:

(a).....

(b).....

(c).....

(d).....

3. The amount of recovery on account of non-supply of accessories and spares is given under Para No. 2.

The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated at Sr. No. 3.

For Supplier

Signature.....

Name.....

Designation.....

ANNEXURE – H

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]*

A handwritten signature in black ink, appearing to be a stylized name or set of initials, located at the bottom right of the page.

ANNEXURE –I
Financial Bid

Bid Form
(On the letter head of the firm submitting the bid document)

To

The Joint Secretary
Council of Scientific & Industrial Research
Anusandhan Bhawan,
2 Rafi Marg,
New Delhi 110 001

Ref: Bid document No

dated _____

Sir,

Having examined the bidding documents and having submitted the technical bid for the same, we, the undersigned, hereby submit the financial bid for supply of goods and services as per the schedule of requirements and in conformity with the said bidding documents.

We hereby offer to supply the Goods / Services at the prices and rates mentioned in the Commercial Bid.

We do hereby undertake, that, in the event of acceptance of our bid, the supply of Goods/Services shall be made as stipulated in the schedule to the Bid document and that we shall perform all the incidental services.

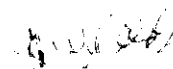
The prices quoted are inclusive of all charges including supply, installation, commissioning and maintenance charges in the CSIR .

We enclose herewith the complete Financial Bid as required by you. This includes:
Bid Letter

We agree to abide by our offer for a period of 120 days from the date fixed for opening of the bid documents and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the bid document and we do hereby undertake to supply as per these terms and conditions. The Financial Deviations are only those mentioned in the statement of deviations from financial terms and conditions.

Certified that the bidder is:



A sole proprietorship firm and the person signing the bid document is the sole proprietor/constituted attorney of sole proprietor,

or

A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/ by virtue of general power of attorney,

or

A company and the person signing the bid document is the constituted attorney.

or

(NOTE: Delete whatever is not applicable. All corrections / deletions should invariably be duly attested by the person authorised to sign the bid document.)

We do hereby undertake, that, until a formal work order is prepared and executed, this bid, together with your written acceptance thereof and placement of letter of intent awarding the work order, shall constitute a binding contract between us.

Dated this day of _____ 2009

Signature of Bidder

Details of enclosures

Full Address:

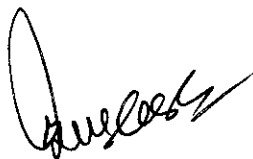
Telephone No.

Telegraphic Address:

Fax No.

E-mail:

COMPANY SEAL

A handwritten signature in black ink, appearing to read 'Anil K. Singh', is written over the 'COMPANY SEAL' text.

ANNEXURE – J
Financial Bid

Price Schedule

Component Description	Qty.	Unit Cost (INR)	Total Cost (INR)
10TB raw storage capacity using 300 GB FC drives. SAN Storage	1		
24 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	1		
Media cartridges(LTO4) 800/1600GB	40		
Backup Software 1 server with 25 clients, Agent for SQL on Windows-4 LAN free backup agents per client for (Linux/Windows)-20	1		
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 warranty period/ Extended warranty period per annum basis.	3		
Extended onsite comprehensive warranty after The completion of warranty period	3		
Grand total			

Signature of Authorised Signatory

Name :

Date :

Place:

Company Seal :

Note :

1. Costs should be indicated clearly.
2. The prices quoted shall be inclusive of all Taxes/duties (for example Service Tax etc.), logistics etc and other charges, if any,
3. Prices should be indicated in Indian Rupees only and in the respective units indicated at each row.
4. Prices should be mentioned against each column using both figures and words.
5. The prices indicated by the bidder should be inclusive all expenses in terms free upgrades, revisions etc for 3 years.
6. Costs for all items must be quoted otherwise the bid is liable to be rejected.

[Handwritten Signature]

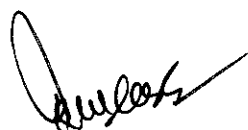
TECHNICAL - DETAILS/ SPECIFICATIONS

Technical Details / Specifications for 10-TB raw Capacity FC / IP / iSCSI

SAN Solution

Item 1) SAN STORAGE HARDWARE : One No.

S.N.	Feature	DESCRIPTION	Technical compliance
1	Rack Mount	SAN Array must be rack mounted (Adequate OEM rack is to be supplied)	
2	Controller	The SAN Array should be configured with Dual Controllers for redundancy.	
3	Front & Back End FC Connectivity	SAN Array should be configured with minimum 4 x 4Gbps FC front end host / switch ports and minimum 2 x 4 Gbps back end disk ports, spread across Dual controllers.	
4	Front End iSCSI Connectivity	SAN Array should be configured with minimum 8 x 1Gbps iSCSI front end ports across Dual controllers for front-end host connectivity.	
5	Cache	SAN Array should be configured with at least 6GB cache across dual controllers with dual cache mirror interconnect paths. The same should be scalable in future to 32GB Cache across dual controllers by changing controller or by adding cache on controller. Cache should be mirrored between the Active- Active controllers on separate Inter controller paths. The inter controller paths should be redundant (at least 2 paths) to prevent disruption if one path fails.	
6	Disk Support	SAN Array should be able to support minimum of 120 disks in the array supplied without change of controller from Day One and should expandable in future.	
		SAN Array should support intermixing of FC & SATA II Disks of various capacities and speeds. The array should also support 4 Gbps & 2 Gbps drives. It should support dual ported FC disks of 146GB and 300GB (15k rpm). SATA II disks of 750GB (7.2K rpm) and 1TB in future	
7	Disk Space	SAN Array is configured with minimum :	



		34 Nos. of 300 GB, FC, 15K RPM, 4 Gbps, Dual Ported Drives	
8	RAID	SAN Array should support RAID Levels: 0, 1, 1/0, 3, 5, 6.	
9	OS Support	Support for Windows 2000/2003, HP-UX, IBM AIX, LINUX, Solaris OS	
10	Redundancy	Provision for Redundancy of Disk Drives, Controllers, Fans & Power Supplies	
11	Cache Data Backup	In case of power failure, the SAN array must be provided with cache protection mechanism to ensure no loss of data in cache (Cache Destage), irrespective of duration of power outage or for minimum 96 hrs.	
12	SAN security	SAN Array should provide mapping of host to LUN, LUN Masking, Audit Logging, Security Administrator role,	
13	Dynamic LUN Expansion	SAN Array must support storage virtualization via online expansion of LUN's through both concatenation as well as striping methods.	
14	Upgradeability / Investment Protection	SAN Array should be field upgradeable to higher model in the family through data-in-place upgrade without requiring forklift upgrade of the SAN Array. The proposed SAN Array should also support NAS Gateway connectivity via FC SAN Switches without requiring forklift upgrade of the SAN Array or any Software	
15	Management Software	The SAN Management software should be array based and provide GUI / web based management with complete Reporting features like LUN Usage, Empty Space etc. If the management software require a dedicated server, the same need to be in cluster for high availability.	
16	Remote Diagnostics	SAN Array should support Web based, Email facility for remote service & also support dial-in / dial-out to report errors and warnings	
17	Connectivity	The Proposed SAN Array should be able to connect to minimum 5-10 Servers on iSCSI Protocol and also connect 3-5 hosts on Fiber Channel through 16 Ports FC Switches with requisite Cables & Accessories (required in pair)	

18	(PIT / Snapshot / flash copy) and full copy/Clone Software	SAN Array should be supplied with Snapshot Copy functionality for snapshot and full copy of the production LUN's / volumes. The Software should be licensed for the entire supported capacity of the SAN Array / Frame from day one.	
19	Disaster Recovery Support	SAN Array should support SAN array based data replication in both synchronous & asynchronous modes with consistent copy of replicated volumes at target site. The replication capability should be bidirectional with ability to fail back.	
20	Multipathing, Failover and loadbalancing software	Software for multipathing, failover and loadbalancing software for all servers connected on SAN need to be supplied . The license for minimum of 20 servers need to be supplied.	

Item 2) 24 port 4 Gbps SAN Switches– two numbers

S.No.	Item	Description	Technical compliance
1	24 port 4 Gbps SAN Switches- 2 Nos	Compatible for Item 1) alongwith all required accessories to make item one functional	

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

S.No.	Item	Description	Technical compliance
1	HBA cards 4 Gbps – 40 Nos	Compatible for Item 1) alongwith all required accessories to make item one functional when connected with 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 raw data capacity of 10TB 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
	Form factor	Rack/2U	
	Processor	Quad-Core Intel® Xeon® Processor X 5460(3.16 GHz or higher, 1333 MHz FSB) or higher	
	Number of Processors	Two	
	Cache	Minimum 2x4MB L2(quad-core)	
	Memory	Minimum 8 GB RAM Fully Buffered DIMM 667 MHz	
	Expansion slots	Minimum 2 PCI-X and 2 PCI-Express	
	Internal storage	6 x 140 GB or higher , minimum 10K RPM or higher, hot-plug /swap SAS HDD-implementation for RAID 5 equivalent or better	
	Network interface	10/100/1000 Mbps Gigabit Ethernet adapter –Two numbers	
	Power supply	Hot pluggable - two numbers (one standard and one redundant) with all cables and accessories	
	RAID support	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	
	System	Provision for System Diagnostics,	

	Diagnostic tools	automatic server restart, remote supervisor management and remote deployment and other essential management features	
	Ports	Minimum 4 USB ports and one Serial port	
	Operating System	Windows 2003 R2 Enterprise edition with SA (software Assurance) with service packs (Licensing as applicable to CSIR)	
	Drive	8X DVD writer or better	

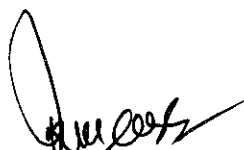
Item 7) Media cartridges(LTO4) 800/1600GB – Forty Numbers.

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

Item8) Backup Software for storage - One

(Servers with twenty five clients, Agent for SQL on Windows-2,
LAN free backup agents per client for (Linux/Windows-20)

Sr. no.	Item Description	Technical Compliance
	Backup Software for storage (Servers with twenty five clients, Agent for SQL on Windows-2, 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.	

Success
20/11/03 .