



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.011.23765091 , 23715188(Telefax)

Website :- www.csir.res.in

Tender notice No.

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

Dated 15.04.2010

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

Date of Issue of tender	15.04.2010
Date of collection of tender document	05.05.2010 up to 5.00PM
Last Date and time of Submission of Bids	06.05.2010 up to 2.30 PM
Date and time of opening of Bids (Technical)	06.05.2010 at 3.30 PM
Amount of EMD to be attached with the Technical Bid	Rs.3,00,000/= (Rupces Three Lacs Only) or US\$ 6500/- (U.S. Dollar Six thousand five hundred only)

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

Success 15/4/10

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

Gentleman.

For and on behalf of the Council of Scientific and Industrial Research, The Joint Secretary Administration, CSIR, New Delhi, invites sealed bids in two bid system (i.e. technical bid and Financial bid) for supply, installation, commissioning and maintenance of the **25 TB Usable Capacity Storage Area Network Solution** at CSIR Hqrs detailed in Schedule of requirement –Annexure A.

CHAPTER 1

INSTRUCTIONS TO BIDDER

1.0 The Major component of the work are:

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

Note: Customization to meet CSIR requirements may be done to existing product(s), In case such product(s) meet the schedule of requirements and the technical requirements/specifications as specified in Annexure 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 Network (SAN) solution for Council of Scientific & Industrial Research HQrs.

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

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



1.2. Eligibility Criteria/ Pre-qualification

1.2.1. Eligible Bidders

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

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

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

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

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

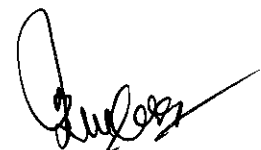
1.2.6 The OEM/ bidder should preferably be an ISO certified company.

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

1.2.8 Bid should accompany an earnest money deposit of **Rs 3,00,000/-** (Rupees Three Lacs Only) or **US\$ 6500/- (U.S.Dollar Six thousand five hundred only)** in the form of a demand draft or Bank Guarantee drawn in favor of ‘The Joint Secretary, CSIR, New Delhi’ on a scheduled/ nationalized bank payable at New Delhi.

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

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



1.2.11 CSIR reserves the right to verify/confirm all original documentary evidence submitted by vendors in support of above mentioned clauses of eligibility criteria

1.3. Cost of Bidding

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

1.4. Fraud and corruption:

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

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

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

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

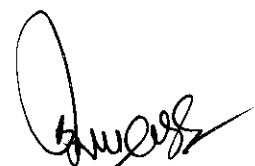
“Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

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

B. The Bidding Documents

1.5. Cost of Bidding Documents

1.5.1 Interested eligible bidders may purchase the bidding documents on payment of Rs 300/- as the cost of bidding documents as indicated in the invitation for bids/NIT or alternatively, the bidding documents can be downloaded from our Website www.csir.res.in free of cost.



1.6. Content of Bidding Documents

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

Chapter 1 : Instructions to Bidder (ITB)

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

Chapter 3 : Schedule of Requirements

Chapter 4 : Price Schedule Forms

Chapter 5 : Other Standard Forms comprising:

- (a) Manufacturer's Authorization Form (MAF);
- (b) Bid Security Form
- (c) Performance Statement form
- (d) Deviation Statement Form;
- (e) Service Support details;
- (f) Bid form
- (g) Performance Security Form;

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

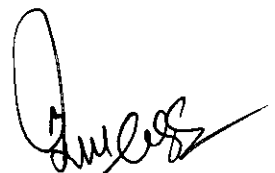
1.7. Pre Bid Conference & Clarification of bidding documents.

1.7.1 A pre bid conference will be held if felt necessary.

1.8. Amendment of Bidding Documents

1.8.1 At any time prior to the deadline for submission of bids, CSIR may, for any reason, at its own initiative may amend the bidding document if felt necessary.

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

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

C. Preparation of Bids

1.9. Language of Bid

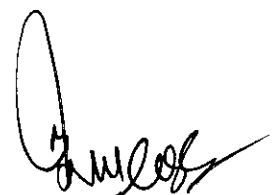
1.9.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the CSIR, shall be written in English language only especially when the details are technical. However of GOI makes it mandatory under Rajbhasha Adhnyam in that case views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

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

1.10. Documents Comprising the Bid

1.10.1 The bid prepared by the Bidder shall include:

- (a) Bid security/EMD as specified in the Invitation to Bids.
- (b) Service support details form;
- (c) Deviation Statement Form;
- (d) Performance Statement Form;
- (e) Manufacturer's Authorization Form.
- (f) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.
- (g) Bid form.
- (h) Documents establishing goods eligibility and conformity to bidding documents.
- (i) Applicable Price Schedule Form.



(j) DGS&D Registration certificate in case the items under procurement falls under the restricted category of the current export-import policy of the Govt. of India.

1.11. Bid form and price schedule

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

1.12. Bid Prices

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

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

(a) For Goods manufactured within India

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

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

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

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

(b) For Goods manufactured abroad

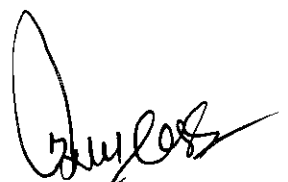
(i) The price of the goods, quoted on FCA (named place of delivery abroad) or FOB (named port of shipment), as specified in the price schedule form.

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

(iii) The agency commission charges, if any.

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

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



1.12.4 Where there is no mention of packing, forwarding, freight, insurance charges, taxes etc. the price quoted will be treated as inclusive of all charges.

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

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

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

1.13. Bid Currencies

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

1.14. Documents Establishing Bidder's Eligibility and qualifications

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

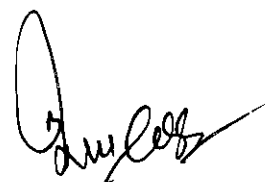
1.14.2 The documentary evidence of the bidders qualification to perform the contract if the bid is accepted shall establish to the CSIRs satisfaction that;

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

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

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

1.14.3 Conditional tenders shall not be accepted.



1.14.4 The CSIR prefers bid submission by OEM. OEMs quoting through their authorized distributor/subsidiary etc. should nominate only one distributor etc. to submit the bid against this CSIR tender on their behalf. Bid of multiple agents/distributor will not be entertained.

1.15. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

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

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

- (a) A detailed description of the essential technical and performance characteristics of the goods;
- (b) A list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods during the warranty period following commencement of the use of the goods by CSIR in the Priced-bid ; and
- (c) An item-by-item commentary on the CSIR's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

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

1.16. Bid Security/ Earnest Money Deposit (EMD)

1.16.1 The Bidder shall furnish, as part of its bid, a bid security (BS) for an amount as specified in the Invitation for Bids. In the case of foreign bidders, the BS shall be submitted



either by the principal or by the Indian agent and in the case of indigenous bidders, the BS shall be submitted by the manufacturer or their specifically authorized dealer/bidder.

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

1.16.3 The bid security shall be in Indian Rupees for offers received for supply within India and denominated in the currency of the bid or in any freely convertible foreign exchange in the case of offers received for supplies from foreign countries in equivalent Indian Rupees.

The bid security shall be in one of the following forms at the bidders' option:

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

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

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

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

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

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

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

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

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

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



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

1.16.11 The bid security may be forfeited:

(a) If a Bidder withdraws or amends or impairs or derogates its bid during the period of bid validity specified by the Bidder on the Bid Form; or

(b) In case of a successful Bidder, if the Bidder fails to furnish order acceptance within 15 days of the order or fails to sign the contract and/or fails to furnish Performance Security within 21 days from the date of contract/ order.

1.17. Period of Validity of Bids

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

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

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

1.18. Format and Signing of Bid

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

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

1.18.3 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the

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Contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

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

1.19. Submission, Sealing and Marking of Bids

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

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

1.19.4 (a) The inner and outer envelopes shall be addressed to the Joint Secretary (Admn.) CSIR indicated in the SCC.

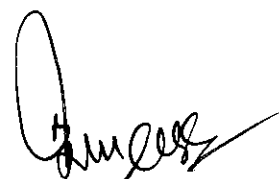
(b) Bear the name and address of the bidder, Tender No., due date and a warning "Do not open before _____" to be completed with the time and date as specified in the invitation for bids.

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

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

1.20. Deadline for Submission of Bids

1.20.1 Bids must be reached to the address of the Joint Secretary (admn.), Council of Scientific & Industrial Research, 2-Rafi Marg, New Delhi-01 on or before **06.05.2010 up to 2.30 PM** . In the event of the specified date for the submission of Bids being declared a holiday for the CSIR, the Bids will be received upto the appointed time on the next working day.



Documents in which case all rights and obligations of the CSIR and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

1.21. Late Bids

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

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

E. Opening and Evaluation of Bids

1.22 Opening of Bids by the CSIR

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

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

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

1.23. Confidentiality

1.23.1 Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.

1.23.2 Any effort by a Bidder to influence the CSIR in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.

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1.24. Clarification of Bids

1.24.1 To assist in the examination, evaluation, comparison and post qualification of the bids, the CSIR may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. However, no negotiation shall be held except with the lowest bidder, at the discretion of the CSIR. Any clarification submitted by a bidder in respect to its bid which is not in response to a request by the CSIR shall not be considered.

1.25. Preliminary Examination

1.25.1 The CSIR shall examine the bids to confirm that all documents and technical documentation have been provided, and to determine the completeness of each document submitted.

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

(a) Bid Form and Price Schedule

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

- (i) The Bid is unsigned.
- (ii) The Bidder is not eligible.
- (iii) The Bid validity is shorter than the required period.
- (iv) The Bidder has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer.
- (v) Bidder has not agreed to give the required performance security.
- (vi) The goods quoted are sub-standard, not meeting the required specification etc.
- (vii) Against the schedule of Requirement (incorporated in the tender enquiry), the tenderer has not quoted for the entire requirement as specified in that schedule.



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

1.26. Responsiveness of Bids

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

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

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

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

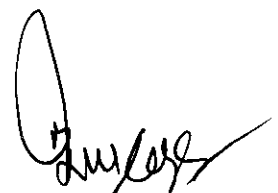
1.27. Non-Conformity, Error and Omission

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

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

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

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

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

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

1.28. Examination of Terms & Conditions, Technical Evaluation

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

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

1.28.3 If, after the examination of the terms and conditions and the technical evaluation, the CSIR determines that the Bid is not substantially responsive in accordance with tender clauses, it shall reject the Bid.

1.29. Conversion to Single Currency

1.29.1 To facilitate evaluation and comparison, the CSIR will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to Indian Rupees at the selling exchange rate established by any bank in India as notified in the Newspapers on the date of bid opening in the case of single part bidding and the rates prevalent on the date of opening of the Priced bids in the case of two-part bidding. For this purpose, exchange rate



notified in www.xe.com or www.rbi.org or any other website could also be used by the CSIR.

1.30. Evaluation and comparison of bids

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

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

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

For goods manufactured in India.

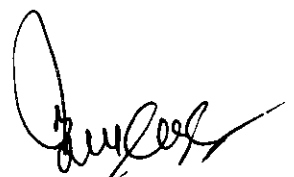
- (i) The price of the goods quoted ex-works including all taxes already paid.
- (ii) VAT and other taxes like excise duty etc. which will be payable on the goods if the contract is awarded.
- (iii) Charges for inland transportation, insurance and other local services required for delivering the goods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

For goods manufactured abroad

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

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

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



Note: Where there is no mention of packing, forwarding, freight, insurance charges, taxes etc. the prices quoted will be treated as inclusive of all charges.

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

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

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

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

1.30.9 The CSIR shall compare all substantially responsive bids to determine the lowest evaluated bid, in accordance with ITB Clause.

1.31. Contacting the CSIR


1.31.1 No Bidder shall contact the CSIR on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

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

1.32. Post qualification

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

1.32.2 The determination will take into account the eligibility criteria listed in the bidding documents and will be based upon an examination of the documentary evidence of the



Bidder's qualifications submitted by the Bidder, as well as such other information as the CSIR deems necessary and appropriate.

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

F- Award Of Contract

1.33 Negotiations

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

1.34. Award Criteria

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

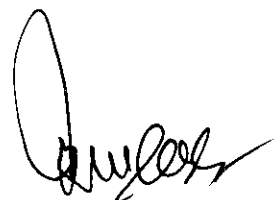
1.35. CSIR's right to vary Quantities at Time of Award

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

1.36. CSIR's right to accept Any Bid and to reject any or All Bids

1.36.1 The Joint Secretary (Admn) 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 Bidders.

1.37. Notification of Award



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

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

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

1.38. Signing of Contract

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

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

1.39. Order Acceptance

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

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

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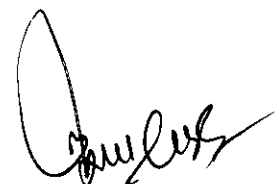
CHAPTER 2
CONDITIONS OF CONTRACT

A. GENERAL CONDITIONS OF CONTRACT

2.1. Definitions

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

- (a) "Contract" means the Contract Agreement entered into between the CSIR and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
- (c) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (d) "Day" means calendar day.
- (e) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) "GCC" means the General Conditions of Contract.
- (g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the CSIR under the Contract.
- (h) "Related Services" means the services incidental to the supply of the goods, such as transportation, insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (i) "SCC" means the Special Conditions of Contract.
- (j) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (k) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the CSIR and is named as such in the Contract Agreement.
- (l) The "Council" means the Council of Scientific & Industrial Research (CSIR), registered under the Societies Registration Act, 1860 of the Govt. of India having its registered office at 2, Rafi Marg, New Delhi-110001, India and the "CSIR" means Joint Secretary (Admn.),CSIR, 2-Rafi Marg, New Delhi as specified in SCC.



(m) “The final destination.” where applicable, means the place named in the SCC.

2.2. Contract Documents

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

2.3 Fraud and Corruption

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

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

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

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

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

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

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

2.4 Joint Venture, Consortium or Association

2.4.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the CSIR for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture,



consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the CSIR.

2.5. Scope of Supply

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

2.6. Suppliers' Responsibilities

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

2.7 Contract price

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

2.8 Copy Right


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

2.9. Application

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

2.10. Standards

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



2.11. Use of Contract Documents and Information

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

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

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

2.12. Patent Indemnity

2.12.1 The Supplier shall, subject to the CSIR's compliance with GCC Sub-Clause 12.2, indemnify and hold harmless the CSIR and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the CSIR may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: (a) the installation of the Goods by the Supplier or the use of the Goods in India; and

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

2.12.2 If any proceedings are brought or any claim is made against the CSIR, the CSIR shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the CSIR's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

2.13 Performance Security

2.13.1 Within 21 days of receipt of the notification of award/PO, the Supplier shall furnish performance security in the amount specified in SCC, valid till 60 days after the warranty period. Alternatively, the PS may also be submitted at the time of release of final payment in



cases where part payment is made against delivery & part on installation. The PS, where applicable, shall be submitted in advance for orders where full payment is to be made on Letter of Credit (LC) or on delivery. In this case, submission of PS at the time of negotiation of documents through Bank would be stipulated as a condition in the LC and the BS should be kept valid till such time the PS is submitted.

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

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

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

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

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

Or

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

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

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

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

2.13.8 The order confirmation should be received within 15 days from the date of notification of award. However, the CSIR has the powers to extend the time frame for submission of order confirmation and submission of Performance Security (PS). Even after extension of time, if the order confirmation /PS are not received, the contract shall be cancelled and limited tenders irrespective of the value would be invited from the responding firms after



forfeiting the bid security of the defaulting firm, where applicable provided there is no change in specifications. In such cases the defaulting firm would not be considered again for re-tendering in the particular case

2.14. Inspections and Tests

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

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

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

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

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

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

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

2.14.8 With a view to ensure that claims on insurance companies, if any, are lodged in time, the bidders and /or the Indian agent shall be responsible for follow up with their principals for



ascertaining the dispatch details and informing the same to the CSIR and he shall also liaise with the CSIR to ascertain the arrival of the consignment after clearance so that immediately thereafter in his presence the consignment could be opened and the insurance claim be lodged, if required, without any loss of time. Any delay on the part of the bidder/ Indian Agent would be viewed seriously and he shall be directly responsible for any loss sustained by the CSIR on the event of the delay.

2.15. Packing

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

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

2.16. Delivery and Documents

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

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

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

2.17. Insurance

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



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

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


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

2.18. Transportation

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

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

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



2.19. Incidental Services

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

2.20. Spare Parts

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

(a) Such spare parts as the CSIR may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and

(b) In the event of termination of production of the spare parts:

(i) Advance notification to the CSIR of the pending termination, in sufficient time to permit the CSIR to procure needed requirements; and

(ii) Following such termination, furnishing at no cost to the CSIR, the blueprints, drawings and specifications of the spare parts, if requested.

2.21. Warranty

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

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

2.21.3 Unless otherwise specified in the SCC, the warranty shall remain valid for three years after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC,

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

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



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

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

2.22. Terms of Payment

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

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

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

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

2.23. Change Orders and Contract Amendments.

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

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

2.23.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must

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be asserted within fifteen (15) days from the date of the Supplier's receipt of the CSIR's change order.

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

2.24. Assignment

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

2.25. Subcontracts

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

2.26. Extension of time.

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

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

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

2.27. Penalty clause

2.27.1 Subject to GCC Clause on Force Majeure, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the CSIR shall, without prejudice to its other remedies under the Contract, deduct from the Contract



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

2.28. Termination for Default

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

- (a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the CSIR pursuant to GCC Clause on Extension of Time; or
- (b) If the Supplier fails to perform any other obligation(s) under the Contract.
- (c) If the Supplier, in the judgment of the CSIR has engaged in corrupt or fraudulent or collusive or coercive practices as defined in GCC Clause on Fraud or Corruption in competing for or in executing the Contract.

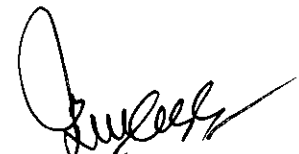
2.28.2 In the event the CSIR terminates the contract in whole or in part, he may take recourse to any one or more of the following action:

- a) The Performance Security is to be forfeited;
- b) The CSIR may procure, upon such terms and in such manner as it deems appropriate, stores similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract.
- c) however, the supplier shall continue to perform the contract to the extent not terminated.

2.29. Force Majeure

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

2.29.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to



negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the CSIR in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

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

2.30. Termination for Insolvency

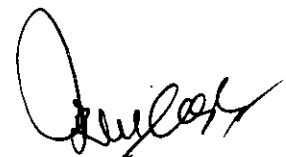
2.30.1 The CSIR may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the CSIR.

2.31. Termination for Convenience

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

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

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

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2.32. Settlement of Disputes

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

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

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

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

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

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

2.32.5 Not with standing any reference to arbitration herein,

(a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

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(b) The CSIR shall pay the Supplier any monies due the Supplier.

2.33. Governing Language

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

2.34. Applicable Law

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

2.35. Notices

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

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

2.36. Taxes and Duties

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

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

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

2.37. Right to use Defective Goods

2.37.1 If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the CSIR shall have the right to continue to operate or use such goods until rectifications of defects, errors or

omissions by repair or by partial or complete replacement is made without interfering with the CSIR's operation.

2.38. Protection against Damage

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

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

2.39. Site preparation and installation

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

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B. SPECIAL CONDITIONS OF CONTRACT

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

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



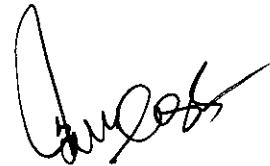
	<p>The Manuals and Drawings shall be in the ruling language (English) and in such form and numbers as stated in the Contract.</p> <p>Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purposes of taking over until such Manuals and Drawing have been supplied to the CSIR.</p> <p>On successful completion of acceptability test, receipt of deliverables, etc. and after the CSIR is satisfied with the working of the equipment, the acceptance certificate signed by the Supplier and the representative of the CSIR will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the equipment.</p>
GCC 2.15.2	<p>The marking and documentation within and outside the packages shall be:</p> <p>a. Each package should have a packing list within it detailing the part No.(s), description, quantity etc.</p> <p>b. Outside each package, the contract No., the name and address of the CSIR and the final destination should be indicated on all sides and top.</p> <p>c. Each package should be marked as 1/x, 2/x, 3/x.....x/x, where "x" is the total No. of packages contained in the consignment.</p> <p>d. All the sides and top of each package should carry an appropriate indication/label/stickers indicating the precautions to be taken while handling/storage.</p>
CC 2.16.1	<p>Details of Shipping and other Documents to be furnished by the Supplier are</p> <p>For Goods manufactured within India</p> <p>Within 24 hours of dispatch, the supplier shall notify the CSIR the complete details of dispatch and also supply following documents by registered post / speed post and copies thereof by FAX.</p> <p>(a) Two copies of Supplier's Invoice indicating, <i>inter-alia</i> description and specification of the goods, quantity, unit price, total value;</p> <p>(b) Packing list;</p> <p>(c) Certificate of country of origin;</p> <p>(d) Insurance certificate, if required under the contract;</p> <p>(e) Railway receipt/Consignment note;</p> <p>(f) Manufacturer's guarantee certificate and in-house inspection certificate;</p> <p>(g) Inspection certificate issued by CSIR's inspector, if any and</p> <p>(h) Any other document(s) as and when required in terms of the contract.</p> <p>Note: 1. The nomenclature used for the item description in the invoices(s), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s)</p> <p>2. The above documents should be received by the CSIR before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses</p>

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

GCC 2.22.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from abroad:</p> <p>Payment of foreign currency portion shall be made in (.....) [<i>currency of the Contract Price</i>] in the following manner:</p> <p>(xxiii) On Shipment: 75 % percent of the Contract Price of the Goods shipped shall be paid through irrevocable letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 2.16.</p> <p>(xxiv) On Acceptance: 25% percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods and successful installation & commissioning upon submission of claim supported by the acceptance certificate issued by the CSIR along with the Performance security of equivalent amount.</p> <p>The L/C will be confirmed at the suppliers cost, if requested specifically by the supplier. All bank charges abroad shall be to the account of the beneficiary i.e. supplier and all bank charges in India shall be to the account of the opener i.e. CSIR. If L/C is requested to be extended/reinstated for reasons not attributable to the CSIR, the charges thereof would be to the suppliers' account. Payment of local currency portion shall be made in Indian Rupees within thirty (30) days of presentation of claim supported by a certificate from the CSIR declaring that the Goods have been delivered and that all other contracted Services have been performed. The LC for 100% value of the contract shall be established after deducting the agency commission payable if any, to the Indian agent from the FOB/FCA value.</p> <p>Payment for Goods and Services supplied from India:</p> <p>Payment for Goods and Services supplied from within India shall be made in Indian Rupees, as follows:</p> <p>(xxv) On shipment : 75% percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 16.1</p> <p>(ii) On Acceptance: The remaining 25% percent of the Contract value shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate issued by the CSIR subject to submission of performance security, if any.</p>
GCC 2.27.1	<p>The penalty shall be: @ of 0.5 (half percent) of contract value per week subject to a maximum of ten weeks per week towards the late delivery and 0.2% (zero point two percent) of contract value per day subject to maximum of 42 days towards delay in installation and commissioning and thereafter CSIR holds the option to cancel the contract and forfeit the entire Performance Bank Guarantee of the defaulting Supplier which may include the deposit made against other deliveries</p> <p>In the event of any replacement of defective equipment during warranty period, the same should be made within seven days from the date of notice of defect failing which a penalty of Rs. 500/- per day shall be</p>



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



Schedule of Requirement**Technical Details / Specifications for 25 -TB Usable capacity SAN Solution
Item 1)SAN STORAGE HARDWARE : One Unit.**

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

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



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

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

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

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

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

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

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

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

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

Item 6) Backup server Hardware : Two numbers

Sr. no.	Feature	Description	Technical Compliance
	Form factor	Rack/2U	
	Processor	Quad-Core Xeon E5540 @2.53GHz or better	
	Number of Processors	Two	
	Cache	Minimum 2x4MB L2(quad-core)	
	Memory	Minimum 8 GB RAM Fully Buffered DIMM 667 MHz	
	Expansion slots	Minimum 1 PCI-X and 2 PCI-Express or higher	
	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	

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	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 Diagnostic tools	Provision for System Diagnostics, 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	

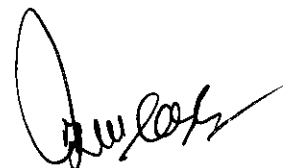
Item 7) Media cartridges(LTO4) 800/1600GB – Forty Numbers.

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

Item8) Backup Software for storage - TWO

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

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



	server or interface is faulty.	
	Software should have full command line support on above mention operating systems.	
	The backup software should be able to encrypt the backed up data using 256-bit AES encryption.	
	Should have SAN support on above mention operating systems. Capable of doing LAN free backups for all platforms mentioned above. SAN based backup to be proposed.	
	Should have built-in Alert support. This feature should support e-mail, SMS broadcast messages etc.	
	Software should support cross platform Device & Media sharing in SAN environment.	
	Software should have Multi-streaming backup facility. Backup multiple clients' data on the tape simultaneously.	
	Should have cross platform Domain Architecture for User management.	
	Should have in-built media management & rotation schemes, Should have in-built scheduling system and should have firewall support.	
	Should support backups for clustered servers and support industry popular clusters like HACMP Sun cluster, MSCS, HP service guard, EMC cluster, i.e. should have the ability to backup data from clustered servers from the virtual client, backing up data only once and giving consistent backup in case of failover of nodes	
	The software should support virtual platform like VMware and should also support software distribution.	
	Should support "Hot-Online" backup for different type of Databases such as IBM DB2, Oracle, MS SQL, Sybase etc.	
	Should support clustered configurations of the backup application in a cluster. I.e. backup application should failover as a highly available resource in a cluster.	
	Software should have an inbuilt feature for Tape to tape copy feature (cloning, within the tape library) to make multiple copies of the tapes without affecting the clients for sending tapes offsite as part of disaster recovery strategy.	
	Pricing of the software not to be dependant on the number of CPUs of the UNIX and Windows machines. Upgrading the UNIX machines and increasing CPU should not have any commercial implications in terms of renewing licenses or buying additional licenses.	
	Should have the optional ability of staging the backup data on a disk and then de-stage to a tape based on the policy for faster backups.	
	Should support Advance backup to disk backups where backups and restores from the backup media (disk in this case) can be	

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



Additional Information on aspects raised in pre bid conference and now is the part of present tender technical specifications

01. **Front end Ports :-** ISCSI ports are very essential because it allows the organization to consolidate storage into data center storage arrays while providing hosts (such as database and web servers) with the illusion of locally attached disks.
02. **Cache:** - Cache requirement is very essential keeping in view of the CSIR Enterprise application which involves extensive transaction processing.
03. **Storage:** - Interested parties may quote for either Fiber Channel Disk or SATA disk. But the highest capacity disk with optimum RPM which would provide highest performance, throughput and failsafe should be quoted. Since all disks are to be used concurrently, rebuilding process will be very fast and would provide highest performance.
04. **Data High Availability:** - Mirroring is required.
05. **Snapshots:** - There is no performance overhead for read operations and minimal overhead during write operation is (5-10%).
06. **Management Software:** - For management software, all requisite licenses are required. FCIP Router , if required will be procured in phase –II
07. **GUI-Storage Management tools :** - There will be 25 servers would be there
08. **Replication :** -All requisite Licenses will be required
09. **Data Migration:** - The best data migration features should be factored.
10. **Thin Provisioning;** - All requisite software and licenses required.

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ANNEXURE - B

Financial Bid

Price Schedule

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

Signature of Authorised Signatory

Name :

Date :

Place:

Company Seal :

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Annexure-C

Bid form

To
The Joint Secretary (Admn.),
Council of Scientific & Industrial Research
Anusandhan Bhawan,2- Rafi Marg.,
NEW Delhi-110001

Ref: Tender No.....

Date:....., 2010

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 2010.

Details of enclosures:

Telephone No. Fax No. E-mail:

COMPANY SEAL

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Bid Security Form

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 -----2010 -.

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

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**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



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]*



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

Name of the Firm.....

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

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DEVIATION STATEMENT FORM

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

CLAUSE	DEVIATION	REMARKS (INCLUDING JUSTIFICATION)

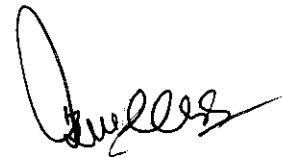
Place:

Date:

Signature and seal of the
Manufacturer/Bidder

NOTE:

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




SERVICE SUPPORT DETAIL FORM

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

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

Place :

Date :


15/4/10

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