



सीएसआईआर - पारंपरिक ज्ञान अंकीय पुस्तकालय इकाई
(वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद्)

CSIR - TRADITIONAL KNOWLEDGE DIGITAL LIBRARY UNIT
(COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH)

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GSTIN 07AAATC2716R3ZF

PURCHASE ORDER

PURCHASE ORDER No. TKDL/P-50/HCI/PUR/2024

Dated: 19-12-2024

M/s Infovirgin Technology Solutions Pvt. Ltd.
DJ-1104, 11th Floor, DLF Tower-B,
Jasola District Center, New Delhi – 110025

Ref: Your Bid against TKDL Tender No. TKDL/P-50/HCI/PUR/2024 dated 03-10-2024.
Sub: Supply, installation, commissioning and testing of Hyper Converge Infrastructure (HCI).

This has reference to the Tender referred above. You are requested to kindly arrange to supply, installation, commissioning and testing of Hyper Converged Infrastructure (HCI) as per details given below, strictly as per ordered specifications and terms and conditions attached with this order. The goods must be supplied by you strictly on or before 8 weeks after receiving purchase order, failing which the purchase order is liable to be cancelled without assigning any reason.

S No.	Description of Stores	Qty.	Amount
1.	Supply, installation, commissioning and testing of Hyper Converge Infrastructure (HCI) as per detailed specification at Annexure 'A'	01	1,83,05,085.00
		GST @ 18%	32,94,915.00
	Total Price in INR inclusive of 18% GST		2,16,00,000.00

Note: 1. The terms & conditions attached with this purchase order at Annexure 'B' must be adhered to avoid dispute in the supply of ordered goods.

2. All the Terms & Conditions mentioned in the Tender Document shall also be applicable and shall be part of the contract.

3. Contract Format attached at Annexure 'C'

STORES & PURCHASE OFFICER
For & On behalf of CSIR-TKDL

सीएसआईआर-टीकेडीएल/आईपीयू
14 सत्संग विहार मार्ग, नई दिल्ली-67

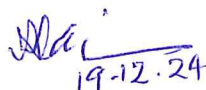


सी.एस.आई.आर.-निस्केयर बिल्डिंग, 14 सत्संग विहार मार्ग, नई दिल्ली - 110067
CSIR-NISCAIR Building, 14 Satsang Vihar Marg, New Delhi - 110067
tkdl@csir.res.in/www.tkd1.res.in



Specifications

1.0	Type of HCI to be proposed	Three Generic node HCI (consisting both Compute and Storage)
1.1	Total usable Cores available (after installation of HCI software resources required for solution) to be offered in the solution (Hint :- Select '0' if not applicable)	140
1.2	Total usable Storage in TB available without using De-duplication, Compression (after installation of HCI software resources required for solution) to be proposed in the offered solution (Hint :- Select '0' if not applicable)	29 or higher
1.3	Total usable RAM in GB available (after installation of HCI software resources required for solution) to be proposed in the offered solution (Hint :- Select '0' if not applicable)	1380 or higher
1.4	Types of data copies across Cluster available in the offered solution (Hint: Select 0 if not applicable)	2
1.5	Number of Nodes offered in HCI Cluster (Hint:- 1 node option upgrade or DR only).	3
1.6	Number of Sockets offered per Node	2
1.7	Number of Cores per Sockets	28 or higher
1.8	Number of populated Processor per Node	2
1.9	Type of Processor offered in the system	Intel/AMD (x86 family)
1.10	Indicate Processor Model number with Make	The bidder is flexible in offering an HCI solution with a processor of any make (Intel/AMD), which should be equivalent or higher to Intel Xeon Gold 6348
1.11	Type of storage media to be offered with the solution	SSD
1.12	Total Storage capacity (RAW) offered per node in TB (Hint: - 0 is only for compute node)	30 or higher
1.13	Storage capacity offered per node with SAS drives in TB (Hint :- Select '0' if not applicable)	0
1.14	Storage Scalability per node with SAS drives in TB (Hint :- Select '0' if not applicable)	0
1.15	Storage capacity offered per node with SSD drives in TB (Hint :- Select '0' if not applicable)	30
1.16	Storage Scalability per node with SSD drives in TB (Hint :- Select '0' if not applicable)	0
1.17	Storage capacity offered per node with NL SAS drives in TB (Hint :- Select '0' if not applicable)	0
1.18	Storage Scalability per node with NL SAS drives in TB (Hint :- Select '0' if not applicable)	0
1.19	Storage capacity offered per node with NVMe in TB (Hint :- Select '0' if not applicable)	0
1.20	Storage Scalability per node with NVMe in TB (Hint :- Select '0' if not applicable)	0
1.21	RAM Capacity (Raw) offered per node in GB (Hint: Select 0 if not applicable)	576GB or Higher
1.22	RAM scalability per node in GB	1000
1.23	No of cache drives per node	0 or higher based on OEM Architecture
1.24	Cache offered per node in GB (Hint: Select '0' if not applicable)	0
1.25	Cache scalability per node in GB (Hint: Select '0' if not applicable)	0
1.26	Number of Network ports per node (Hint: Select '0' if not applicable)	4
1.27	Throughput Per Network port	25 Gbps
1.28	Type of Network port	SFP 28
1.29	Uplink Connectivity for HCI Solution	10/25/40 Gbps
2.0	HCI Interconnect Switches	
2.1	Number of L2 Switches to be offered for Interconnection all the Network	2


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	Ports in the Cluster	
2.2	Throughput Available per port	25 Gbps
2.3	Number of Available Ports for 10 Gbps throughput per Switch (Hint :- Select '0' if not applicable)	3
2.4	Number of Enabled Ports for 10 Gbps throughput per Switch (Hint :- Select '0' if not applicable) to be provisioned	3
2.5	Number of Available Ports for 25 Gbps throughput per Switch (Hint :- Select '0' if not applicable)	12
2.6	Number of Enabled Ports for 25 Gbps throughput per Switch (Hint :- Select '0' if not applicable)	9
2.7	Number of Available Ports for 40 Gbps throughput per Switch (Hint :- Select '0' if not applicable)	0
2.8	Number of Enabled Ports for 40 Gbps throughput per Switch (Hint :- Select '0' if not applicable)	0
2.9	Number of Available Ports for 100 Gbps throughput per Switch (Hint :- Select '0' if not applicable)	0
2.10	Number of Enabled Ports for 100 Gbps throughput per Switch (Hint :- Select '0' if not applicable)	0
3.0	PERFORMANCE	
3.1	IOPS delivered at 70:30 Read: Write Ratio on 8K block size with latency of 5ms maximum for each node	50000 or higher
3.2	Scalability: Any additional node/ storage/ RAM added to the cluster to augment compute/storage/memory capacities, the same performance per node on upgraded node / Storage / RAM	Yes
4.0	Additional features of HCI	
4.1	Number of nodes HCI supports in same cluster/deployment, such that any node out of the offered be able to use the storage of all other nodes	16
4.2	Supported industry protocols by HCI	Yes
4.3	HCI capability to support File/Block Services and file/block replication across clusters for	Yes
5.0	HCI Generic Parameters	
5.1	Hypervisor to be integrated with SDS	vSphere
5.2	The length of cable connecting the Nodes to the Switch (meters)"	min 3 mts
5.3	The offered product should be integrated appliance with VMware and fully supported by OEM.	1. Updation for Patches and Bug fixes for software within support period. 2. Upgradation of version software within support period. 3. Service and support from OEM within support period.
5.4	Number of Years upto which support is available from OEM for Updation {Patches and Bug fixes) within support period	5
5.5	Number of Years upto which support is available from OEM for Upgradation of version within support period	5
5.6	Number of years of service and support from OEM	5
5.7	Installation, & Commissioning	Yes
5.8	Number of days Training Provided at Site by OEM	3

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TKDL DR Scope of work: -

- 1.1 CSIR-TKDL Unit is already having a 3 node HCI (Dell VxRail, Model-E560F). The proposed solution will be used as a disaster recovery (DR) solution therefore the proposed solution should be compatible with the existing solution and should be able to communicate with it.
- 1.2 The Successful Bidder is responsible for all unpacking and shall carry out the installations, commissioning and configuration of all the hardware & appliances and related software as required during the installation.
- 1.3 The testing of all equipment & appliances and its operations shall be the responsibility of successful bidder and its OEM or OEM authorized partner. They shall also accomplish all adjustments necessary for successful and continuous operation of these Hardware and software supplied, installed & commissioned under this tender for Disaster recovery facility.
- 1.4 The supply and installation of ordered items along with necessary operational and user manuals / drawings, circuit diagram, if any etc., shall be made available and handed over to CSIR-TKDL Unit after installation.
- 1.5 The Bidder shall ensure that all the peripherals, accessories, sub-components required for the functionality and completeness of the solution, including but not limited to the devices, equipment, accessories, software, licenses, tools, etc. should be provisioned according to the requirements of the solution.
- 1.6 Bidder shall provide a well-defined resolution and support mechanism with escalation matrix viz – a – viz severity level. The said support for the resolution of the issues shall be in the form of Telephone and email. Response to any malfunctioned equipment reported by purchaser/its system integrator/ Managed Service Provider / any Authorized representative of purchaser, the successful bidder shall respond within 4 hours of logging of complaint and provide response.
- 1.7 The bidder shall provision for any components, sub -components, assemblies, sub -assemblies as part of the HCI solution in the bid response. In case the bidder has not provisioned for the above, the same shall be provisioned to meet solution requirements at no additional cost and time implications to the purchaser.
- 1.8 The Proposed HCI solution should be implemented with DR automation and replication software for continuous data protection and backup. Bidder needs to do one DR drill as a Part of the implementation.
- 1.9 The Successful Bidder shall be responsible for commissioning of the items supplied by preparing interfacing / integrating with purchaser's equipment / accessories / supplied by other vendors.
- 1.10 Bidder will also responsible for the Hypervisor component as per solution requirement.

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Sr. No	Topic	Additional Terms and Condition
1	Key Capability	<p>1. CSIR-TKDL Unit is already having a 3 node HCI(Dell VxRail, Model- E560F). The proposed solution will be used as a disaster recovery (DR) solution therefore the proposed solution should be compatible with the existing solution and should be able to communicate with it.</p> <p>2. Offered solution shall be based upon the foundation of Continuous Data Protection while supporting both local and remote data Protection.</p> <p>3. Offered solution shall support both Backup and disaster recovery capabilities at on premise, at on premise DR location and Public cloud.</p> <p>4. Offered solution shall be an IT Resilience Orchestration and Automation software and shall be able to provide SLA reports and RPO monitoring at all the times.</p> <p>5. Offered solution shall provide automated failover and failback after initiating the DR execution as per defined policies.</p> <p>6. Offered solution shall be able to generate automated alert if RPO level increases beyond the prescribed limit.</p> <p>7. The Proposed HCI , Replication, DR Automation and Backup solution and required Switch is desirable from same OEM for the ease of management and service. In case asked feature of Backup are not from same OEM, Bidder is free to define complete solution to deliver as per the requirement. HCI Bidder/OEM will take the ownership and responsibilities of Integration & Support. Bidder/OEM undertaking for support and integration needs to be submitted along with the technical bid, in case backup solution is from different OEM.</p>
1.1	Storage feature	<p>1. Proposed solution must be able to support multiple components of failure across multiple nodes, with no loss of function or data.</p> <p>2. Proposed solution shall be offered with a combination of both Hardware based for disk failure at each node level and node failure shall be protected with at-least RF2(Replication Factor 2).</p> <p>3. In case vendor doesn't support disk failure protection at hardware level within a given node then vendor shall provide the complete node protection in RF3 (Replication Factor 3).</p> <p>4. Offered solution shall also provide the flexibility for providing simultaneous 2-HDDs failure in each node of a cluster and across all nodes in the cluster without data loss.</p> <p>5. Proposed HCI appliance must be capable to Deduplicate, Compress & optimize ALL data inline, in real-time, across proposed All-SSD capacity for write operation from the VMs.</p> <p>6. The offered solution for backup and data protection functionality shall be a complete solution which may involve additional software.</p> <p>7. Each node should have dedicated non-shared dual-PSU's and should be able to sustain single power supply failure. Solution should not utilize micro- server architecture with shared PSU's and other components.</p>
1.2	Licensing	<p>1. Bidder shall offer licensing solution for 25 protected VM's as per the OEM licensing policy.</p> <p>2. License shall be agnostic to Virtualization platform and same offered license shall be able to protect VMs at on premise using VMware Virtualization.</p> <p>3. Vendor shall provide the necessary license(s) for all mentioned functionalities (Both Primary and DR) in the RFP document.</p> <p>4. The virtualization licenses must be as per policy of the OEM.</p>
1.3	Supported Virtualization Platform	<p>1. Offered Software shall be supported on following platform: a) VMware Virtualization - vSphere and should be pre-installed in the nodes along with Virtualisation Management.</p>
1.4	Application	<p>1. Offered Software shall have capability for creating Application consistent group for</p>

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		<p>5. Proposed software shall have capability for cleaning up the DR location after successful completing the DR Drill operations. There shall be no manual task at DR location for cleaning operations.</p> <p>6. Customer shall have flexibility for doing the DR Drill operations for an individual VM inside the application consistency group instead of doing it for all VMs within the consistency group.</p>
2.1	Bandwidth Throttling	<p>1. Offered software shall automatically adjust the bandwidth usage across sites for given application consistency groups depending upon the defined prioritization level.</p> <p>2. The provided software should possess the capability to regulate bandwidth usages for a designated time frame. The bidder may fulfill this requirement through the software solution offered.</p> <p>3. Offered software shall also be able to throttle the bandwidth for a specific period of time.</p> <p>4. Offered software shall also have bandwidth regulation mechanism for troubleshooting.</p>
2.2	Ransomware Protection	<p>1. The proposed HCI solution must have a capability to quickly roll back to the point in time prior to a ransomware attack if the VM is compromised or data is damaged or ransomed, allowing the business to quickly recover.</p> <p>2. Offered software shall have capability for creating the checkpoint at every 5 second of data protection so that customer can select the required checkpoint while restoring the files during the ransomware attack and can achieve lowest RPO.</p>
2.3	File / Folder restore	<p>1. Offered software shall allow the restoration of selected files from the good known backups / checkpoints without restoring the full virtual machine.</p> <p>2. Offered software shall provide the flexibility to restore the files at original location and shall provide the flexibility to administrator for downloading the selected files so that it can be restored at required location / system.</p>
2.4	VM / Application consistency group restore	<p>1. Offered software shall provide the flexibility for restoring the selected VM and Deleted VMs</p> <p>2. While restoring the VMs / Deleted VMs - restore engine shall provide the flexibility for changing the IP address either using Static IP or DHCP IP scheme.</p> <p>3. VM restoration engine shall provide the flexibility for changing the network setting during the restoration process.</p> <p>4. Offered software shall also provide the flexibility for restoring the complete application consistency group</p>
2.5	Searching and indexing for restoration	<p>1. Offered software shall have in-built search and index engine for restoration version control.</p> <p>2. Search and index engine shall allow restoration of VM or application consistency group.</p> <p>3. Search and index engine shall provide the flexibility to customer for complete version control so that customer can restore the appropriate version as per organization need.</p> <p>4. Search and index engine shall also provide the flexibility for searching within a given data range for granular control.</p>
2.6	Reporting	<p>1. Offered Software shall have in-built reporting engine and shall provide at-least following reports: In case vendor doesn't support the below reports then vendor shall ensure that appropriate commercialized IT Resilience Orchestration and Automation software is factored in the bid.</p> <p>2. Application consistency group performance reports - It shall clearly show the over data protection SLA (RPO) being achieved by the Application throughout the day</p>

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	consistency	<p>multi-VM application for data consistency during backup and recovery.</p> <ol style="list-style-type: none"> Offered software shall have capability for defining the boot order of the VMs within the application consistent group during the failover operation for reducing the overall RTO. If required - Customer shall be able to replicate the VMs within the application consistent group to multiple Application consistency groups for better data protection. It shall be possible for both Local data Protection as well as remote data protection. Offered software shall be able to prioritize the replication of VMs traffic within the application consistency group as per organization need at low, medium and high level and shall do automatic bandwidth usage. Application consistency group shall allow adhoc backup support (One time backup) either for entire consistency group or selected Virtual machines within the group.
1.5	WAN Optimization	<ol style="list-style-type: none"> Offered software shall also support WAN optimization technologies like compression when protecting the information at DR location. Offered software shall also have WAN optimization technology.
1.6	Long Term Retention	<ol style="list-style-type: none"> Offered Software shall support Backup and long term retention, as per customer data retention and backup policies to various media. Offered Software shall provide the scheduling engine for Daily, weekly, monthly and yearly backup. For yearly backups, offered software shall allow to select the first day or last day of month along with number of years for backups. Offered software shall have capability for storing the yearly backup till the time product become obsolete.
1.7	Disaster Recovery (Failover)	<ol style="list-style-type: none"> Proposed Software shall have capability for doing Failover from Primary location to DR location in automated mode so that there shall no need to create the VM manually at DR location Proposed software shall have capability for selecting the restore point or check-point, as per organization requirement, while doing the failover from Primary location to DR location. Proposed software shall have capability for selecting the boot order of VM at DR location during failover process for minimizing the overall RTO Proposed software have capability for configuring the reverse protection (DR to Primary location) after successful failover from Primary location to DR location. Proposed software shall have flexible commit policy so that environment can be rolled back to Primary location if planned DR failover is not successful due to unforeseen event or any unknown reason. Proposed software shall also have flexible commit policy in minutes to hours so that after failover operations can be thoroughly checked before announcing the successful failover. For planned failover - Failover policy shall provide the flexibility to customer for shutting down the primary site virtualized environment for minimal RPO.
2	DR Drill (Test Failover)	<ol style="list-style-type: none"> Proposed Software shall have capability for doing DR Drill (Test Failover) from Primary location to DR location in automated mode so that there shall no need to create the VM manually at DR location Proposed software shall have capability for selecting the restore point or check-point, as per organization requirement, while doing the test failover from Primary location to DR location. Proposed software shall have capability for selecting the boot order of VM at DR location during test failover process for minimizing the overall RTO Proposed software have capability for selecting and configuring the separate test network at DR location for DR Drill operations.

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		<p>along with IOPS, Throughput and wan bandwidth consumption</p> <ol style="list-style-type: none"> 3. Recovery reports - It shall allow administrator to have recovery reports for Failover, failback, DR-drill, Successful backup and recovery, failed backups and recovery. 4. Resources report - It shall provide the resource reports consumed by VMs within the application consistency group 5. Data Protection Report - It shall provide the complete data protection report over a period of time
2.7	Management	<ol style="list-style-type: none"> 1. Offered software shall have GUI based management which shall shows critical parameters of Average RPO for the complete site, Number of VMs being protected, Number of Application consistency groups along with their status and health, Site topology, IOPS, WAN traffic, Compression, events and running tasks etc.
2.8	Global Unified Management	<ol style="list-style-type: none"> 1. Offered Hyper-converge solution shall support VM-centric management through a single pane of glass via the virtualization manager of given hypervisor. 2. Virtualization Manager of given Hypervisor shall be able to manage single or multiple clusters through single management console of hypervisor. 3. Offered hyper-converge appliance shall have the ability to manage all aspects of the Hyper-convergence for all sites through Virtualization Manager of a given Hyper-Converge. 4. Offered Hyper-converge shall be able to expose / connect to existing customer servers for hosting VMs and applications while taking advantage of the functionality of the solution. 5. Offered Hyper-converge shall be able to globally manage Backup Policies per Datastore or per VM and shall be able to control all of them directly through virtualization manager of given hypervisor. 6. Hyper-converge solution should have single upgrade management console to simplify upgrade of Hyper-converge Software, hypervisor and ability to roll back upgrades.
2.9	Analytics	<p>Offered software shall provide cloud based Analytics at no additional cost to customer and shall provide following capabilities:</p> <ol style="list-style-type: none"> 1. RPO Required is 10 Min 2. Average RPO for a site within a day, Week or month. 3. Pictorial view of all sites along with interconnectivity and local sites without replication. 4. Detailed breakup of each site depicting incoming and outgoing VMs and application consistency groups 5. SLA report of each application consistency group including RPO 6. Detailed protection status for each VM and its respective SLA including RPO 7. Detailed storage capacity analysis where backups are going to be stored.
2.10	Delivery	8 weeks after receiving purchase order
2.11	Warranty & Support	<ol style="list-style-type: none"> 1. The proposed solution should include 24 x 7, onsite support for five years, along with single point of contact and number, support for all components of the appliance (compute, hypervisor, storage). The complaint should be attended onsite within 08 hrs of lodging the complaint. 2. Support from day-1 for the monitoring and analytics feature as per offered solution to predict, prevent, and auto-resolve problems. 2. 5 years on site comprehensive replacement warranty for all hardware and software 3. Support must be delivered in a unified way with a single support contract authorized to take support calls for both the hardware and software on the appliance.
2.12	Training	3 days training should be provided to CSIR-TKDL, IT team for configuration, management and maintenance of proposed HCI solution, DR automation and Replication, during working hrs(Monday to Friday 9:00 AM to 5:30 PM IST) as per the

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		availability of CSIR-TKDL Unit.
2.13	Experience	OEM should have 3 Years of experience in providing, installing and configuring HCI solutions.

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STORES & PURCHASE OFFICER

For & On behalf of CSIR-TKDL

भंडार एवं क्रय अधिकारी
सीएसआईआर-टीकेडीएल/आईपीयू
14 सत्संग विहार मार्ग, नई दिल्ली-67

TERMS AND CONDITIONS

1. PRICES:

1.1 The prices are FOR, CSIR-TKDL, New Delhi inclusive of Packing, Inland handling/ Forwarding, Freight and Insurance, Installation/Commissioning and Training during installation at CSIR-TKDL, New Delhi.

1.2 The supplier confirms that the prices are firm and fixed and shall not change upwardly in any condition, till Supply, installation, commissioning and testing of Hyper Converged Infrastructure (HCI) to CSIR-TKDL, New Delhi.

1.3 No additional charges will be paid to the supplier for any services or documentation, what so ever not mentioned in the order terms.

2. MODE OF SHIPMENT:

2.1 The ordered Hyper Converged Infrastructure (HCI) must be dispatched through reputed Transport Company or deliver personally.

2.2 The Final Destination is: National Informatics Center (NIC), NDC, Shastri Park, DMRC Building, New Delhi -110053.

2.3 The supplier shall arrange to ship the consignment at the earliest within the delivery period.

2.4 THE SUPPLIER SHALL SEND THE ORDER ACKNOWLEDGEMENT WITHIN 7 DAYS FROM THE DATE OF ISSUE OF THIS ORDER. PLEASE ALSO SUBMIT THE PERFORMANCE BANK GUARANTEE OF 5% OF ORDER VALUE VALID FOR DELIVERY PERIOD, WARRANTY PERIOD PLUS TWO MONTHS (65 MONTHS) WITHIN 21 DAYS TO CSIR-TKDL, NEW DELHI.

3. DOCUMENTATION: The supplier shall keep in the packages a copy of set of complete shipping documents i.e. Invoice, Packing List, Certificate of origin, Quality Control & Inspection Test Certificate, Warranty Certificate inside the packages of consignment.

4. INSPECTION:

4.1 The supplier and buyer shall open the consignment at National Informatics Center (NIC), NDC, Shastri Park, DMR Building, New Delhi -110053 and shall inspect the items. In case of any discrepancy/ shortage/ damages, in the consignment the same shall be listed out and authenticated by supplier & buyer.

4.2 The supplier shall rectify the discrepancies/supply the short shipped and damaged items without lapse of time free of charge on FOR CSIR-TKDL, New Delhi basis, without waiting & settlement of insurance claim to avoid the delay in completion of Project work.

5. PERFORMANCE SECURITY: The supplier shall arrange to furnish an un-conditional performance bank guarantee from first class bank equivalent to 5% of order value valid for delivery period, warranty period plus two months along with order acceptance. In case of failure of satisfactory performance of the Hyper Converged Infrastructure (HCI) system after

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sale service during the warrantee period the performance bank guarantee shall be forfeited. The supplier shall have no right for any claim.

6. PAYMENT: 70% payment shall be released after satisfactory installation, commissioning, demonstration and training of 3 days. (*Installation is deemed to be complete once the material defined in the BOQ is received, installed, tested and copying of data initiated.*) 30 % payment shall be released after DR Drill where in the application is run from the DR site and after one week of successful execution the same shall be brought back to primary site and run successfully for a week. No claim for payment shall be entertained for the damaged items delivered.

7. FORCE MAJEURE:

7.1 Neither of the Parties hereto shall be liable for damage or have the right cancel for any delay or default in performing it's control including but not limited to Fire Storm, Floods, Earthquakes, acts of God, Government restrictions, continuing domestic or international problems (such as wars, rebellion, insurrections, strikes, riots, work stoppages, labour dispute) or delay as to ancillary materials, which affect the dates of fulfillment of any obligations as per the Purchase Order. Such dates will be respectively postponed for the period of continuance of such force majeure circumstances and the other party can suspend the performance of it's obligations correlated to the postponed obligation of the affected party.

The obligation thus postponed shall be resumed after the force majeure circumstances have ceased. At the beginning, during and at the pre-visible end of the force majeure circumstances the parties shall promptly consult with each other about appropriate counter measures to be taken.

If the performance of obligations of any party should be delayed more than six (06) months by reasons of force majeure circumstances mentioned above, the parties shall mutually consult about subsequent performance of obligations.

8. CANCELLATION OF ORDER : In the event of suppliers failure to execute the order within the delivery schedule as per terms and conditions under the contract, CSIR-TKDL reserves the right to cancel the Purchase Order without assigning any reason. The supplier shall not have the right to claim compensation to this effect.

9. ARBITRATION :

9.1 The Purchaser 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 Purchase Order/ Contract. If, after forty five (45) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser 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.

9.2 If any dispute or difference arises between the parties hereto as to the construction, interpretation effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under regard to any other these presents but excluding any matters, decisions or determination of which is expressly provided for in this Agreement, such disputes or differences shall be referred to Delhi International Arbitration Centre (DIAC), New Delhi.

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9.3 In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of Clause 9.2 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 Laws).

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

9.5 Notwithstanding any reference to arbitration herein:

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

10. Service Level Agreement (SLA)

<u>S No.</u>	<u>Penalty Definition</u>	<u>Description</u>	<u>Penalty Level in Case of Default</u>
1	Delay in: (a) Complete delivery of Hardware as per BoM and Inspection thereof. (b) Installation of complete hardware mounting of hardware in the racks (wherever required) and power-on of the hardware (c) Installation and configuration of software as per BoM and kick start of data replication	Any delay in delivery, deployment of Hardware and the bill of material as provided in the work order beyond 8 Weeks from the date of work order Delay in Installation and Configuration as mentioned in point(c) beyond 2 weeks	0.5% of the Work Order per week with a maximum capping of 10% of Work Order 0.5% of the Work Order per week with a maximum capping of 10% of Work Order
2	DR drill and operational for week in the DR site and bringing back the application in primary and run the same successfully for a week.	This needs to be completed in 4 weeks after the installation and configuration is completed as above. Delay in DR Drill initiation and getting the applications up and running from DR site beyond 4 weeks.	.25% per week on the cost of work order with in the maximum capping of 10% of the Work Order
3	Service and Support	Attending to calls with 8 hours of call registration. Every delay of 4 hours beyond 8 hours :	Rs 5000/- for every 4 hours beyond the prescribed 8 hours limit to attend the call.

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4	Resolution of the issue in case of hardware/ any other failure 3 days of the lodging of complaint	Any delay beyond 3 days	Rs 10000/= for every day of delay in replacement of parts and rectifying the system. In case the delay is beyond 6 days TKDL reserves the right to terminate the contract and forfeit the PBG.
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Note:-

1. The overall penalty shall be capped at 10% of the total value of work order. If the maximum penalty cap is breached, then the Purchaser (CSIR-TKDL Unit) reserves the right to terminate the contract and forfeit the security deposit and PBG by invoking paragraph and blacklist the bidder.
2. Delay for such period as may be caused by any act of the Purchaser (CSIR-TKDL) or omission of anything required to be done by the Purchaser (CSIR-TKDL) shall not be taken into account for the purpose of calculating the penalty.

STORES & PURCHASE OFFICER
For & On behalf of CSIR-TKDL

भंडार एवं क्रय अधिकारी
सीएसआईआर-टीकेडीएल/आईपीयू
14 सत्संग विहार मार्ग, नई दिल्ली-67

Contract Form

Contract No. _____ Date: _____

THIS CONTRACT AGREEMENT is made the [*insert: number*] day of [*insert: month*], [*insert: year*].

BETWEEN

(1) The Council of Scientific & Industrial Research registered under the Societies Registration Act 1860 of the Government of India having its registered office at 2, Rafi Marg, New Delhi-110001, India represented by _____ [*insert complete name and address of Purchaser*] (hereinafter called “the Purchaser”), and

(2) [*insert name of Supplier*], a corporation incorporated under the laws of [*insert: country of Supplier*] and having its principal place of business at [*insert: address of Supplier*] (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., [*insert brief description of Goods and Services*] and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of [*insert Contract Price in words and figures, expressed in the Contract currency(ies)*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:


01. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

02. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

- (a) This Contract Agreement
- (b) Special Conditions of Contract
- (c) General Conditions of Contract
- (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
- (e) The Supplier’s Bid and original Price Schedules
- (f) The Purchaser’s Notification of Award
- (g) The whole Tender document

03. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

04. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.


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05. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Union of India on the day, month and year indicated above.

For and on behalf of the Council of Scientific & Industrial Research

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*


in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*


19.12.24