

**GOVERNMENT OF INDIA
DEPARTMENT OF SPACE
ISRO HEADQUARTERS (ISRO HQ)
BANGALORE**

**Tender for Enterprise Class Premium Secure CDN Service for
ISRO/DOS for Three Years**

Bids to be submitted online

Tender No.: ISRO HQ/ISRO HQ PURCHASE/HQ202400003201 dated 09-05-2024

A. Tender Details

Tender No : **ISRO HQ/ISRO HQ PURCHASE/HQ202400003201**

Tender Date : **09-05-2024**

Tender Classification: **GOODS**

Purchase Entity : **ISRO HQ PURCHASE**

Centre : **ISRO HEADQUARTERS (ISRO HQ)**

Enterprise Class Premium Secure CDN Service for ISRO/DOS for Three Years

Enterprise Class Premium Secure CDN Service for ISRO/DOS for Three Years

A.1 Tender Schedule

Bid Submission Start Date : **09-05-2024 14:15**

Bid Clarification Due Date : **14-05-2024 13:57**

Bid Submission Due Date : **27-05-2024 11:00**

Bid Opening Date : **27-05-2024 11:05**

Price Bid Opening Date : **31-05-2024 13:58**

B. Tender Attachments

NA

Instructions To Vendors

1. Tender terms & conditions -Form B

1. General Terms

2. ISROHQ invites offers through e-tender portal <https://eproc.isro.gov.in> for the supply of following items.

3. Only online tenders will be accepted. No manual/Postal/e-mail/Fax Offers will be entertained.

4. No Tender Fees Applicable.

5. Taxes and/or other duties/levies legally leviable and intended to be claimed should be distinctly shown separately in the bid.

6. As a Government of India Department, this office is exempted from payment of Octroi and similar local levies. Tenderers shall ensure that necessary Exemption Certificates are obtained by them from the Purchase Officer concerned to avoid any payment of such levies.

7. Your quotation should be valid for 90 days from the date of opening of the tender.

8. Prices are required to be quoted according to the units indicated in tender. When quotations are given in terms of units other than those specified in the tender form, relationship between the two sets of units must be furnished.

9. Preference will be given to those tenders offering supplies from ready stocks and on the basis of FOR destination/delivery at site.

10. All available technical literature, catalogues and other data in support of the specifications and details of the items should be furnished along with the offer.

11. Samples, if called for, should be submitted free of all charges by the tenderer and the Purchaser shall not be responsible for any loss or damage thereof due to any reason whatsoever. In the event of non acceptance of tender, the tenderer will have to remove the samples at his own expense.

12. Approximate net and gross weight of the items offered shall be indicated in your offer. If dimensional details are available the same should also be indicated in your offer.
13. Specifications: Stores offered should strictly confirm to our specifications. Deviations, if any, should be clearly indicated by the tenderer in his quotation. The tenderer should also indicate the Make/Type number of the stores offered and provide catalogues, technical literature and samples, wherever necessary, along with the quotations. Test Certificates, wherever necessary, should be forwarded along with supplies. Wherever options have been called for in our specifications, the tenderer should address all such options. Wherever specifically mentioned by us, the tenderer could suggest changes to specifications with appropriate response for the same.
14. The purchaser shall be under no obligation to accept the lowest or any tender and reserves the right of acceptance of the whole or any part of the tender or portions of the quantity offered and the tenderers shall supply the same at the rates quoted.
15. All amounts shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail.
16. The tenderer should supply along with his tender, the name of his bankers as well as the latest Income-Tax clearance certificate duly countersigned by the Income-Tax Officer of the Circle concerned under the seal of his office, if required by the Purchaser.
17. The Purchaser reserves the right to place order on the successful tenderer for additional quantity up to 25% of the quantity offered by them at the rates quoted.
18. The authority of the person signing the tender, if called for, should be produced.
19. Strict Compliance to our Commercial Terms and Conditions will have to be followed by the Vendor(s) or otherwise, your offer will be rejected.
20. Please peruse Tender Conditions properly while submitting the Quotation.
21. TERMS & CONDITIONS OF TENDER
22. The term Purchaser shall mean the President of India or his successors or assigns.
23. The term Contractor shall mean, the person, firm or company with whom or with which the order for the supply of stores is placed and shall be deemed to include the Contractor's successors, representative, heirs, executors and administrators unless excluded by the Contract.

24. The term Stores shall mean what the Contractor agrees to supply under the Contract as specified in the Purchase Order including erection of plants & machinery and subsequent testing, should such a condition is included in the Purchase Order.
25. The term Purchase Order shall mean the communication signed on behalf of the Purchaser by an Officer duly authorised intimating the acceptance on behalf of the Purchaser on the terms and conditions mentioned or referred to in the said communication accepting the tender or offer of the Contractor for supply of stores or plant, machinery or equipment or part thereof.
26. If, in the opinion of the purchaser, all or any of the stores do not meet the performance or quality requirements specified in the Purchase Order, they may be either rejected or accepted at a price to be fixed by the purchaser and his decision as to rejection and the prices to be fixed shall be final and binding on the Contractor.
27. TDS at the rate of 2 per cent on GST shall be effected from Bill on supply of Goods or Services.
28. GST/or Other Duties/Levies where leviable and intended to be claimed should be distinctly shown separately in the Tender.
29. For the Procurement/providing of Services, the Tenderer[s] are requested to quote the correct percentage of GST.
30. Micro and Small Enterprises [MSEs]:
31. In order to avail the benefits extended by Government of India to the Micro and Small Enterprises [MSEs] in respect of Goods and Services as per provision of the policy, MSEs registered with District Industries Centre [DIC] or Khadi and Village Industries Commission [KVIC] or Khadi and Village Industries Board [KVIB] or Coir Board or National Small Industries Commission [NSIC] or Directorate of Handicrafts and Handlooms or Udyog Registration Portal, or any other Body specified by Ministry of MSME have to submit a copy of Valid Certificate with self-attestation along with the Technocommercial bid. No Certificate claiming exemption will be entertained after Tender
32. MSEs are entitled for [i] issue of Tender documents Free of Cost [ii] Exemption of Earnest Money Deposit [EMD]. However, Performance Security is mandatory for Goods and Services.
33. If the Tenderer[s] is/are SC/ST/Woman entrepreneur owned MSEs, specific mention for the same should be there in the valid certificate submitted by the tenderer.
34. Tenderers claiming MSME benefit shall furnish copy of UAM No. as uploaded on CPP portal to avail benefit.

35. Tenderers claiming MSME benefit shall furnish copy of UR No. as uploaded on CPP portal to avail benefit.
36. The document solicited from Tenderer should be submitted online. Document has to be submitted in PDF file(s) and attached online.
37. The Tenderers are requested to submit the Bids online at least two days prior to closing date to avoid last minute computer network related problems. Request for the extension of the due date will not be considered.
38. Once the offer is submitted through online mode by the Tenderer, he will not be able to provide/submit a revised offer or make any alteration or change to the offer or any terms contained therein.
39. Public Tender documents will also be uploaded on the ISRO website i.e. www.isro.gov.in Interested Tenderers may download the tender documents from website and submit their offers as per details mentioned in the Tender Notification.
40. Bid Securing Declaration: The Tenderers/Bidder have to sign a Bid Securing Declaration accepting that if the Tenderer[s] withdraw or modify their Bids during the period of validity, or if they are awarded the Contract and they fail to sign the Contract, or fail to submit a Security Deposit & Performance Bank Guarantee before the deadline stipulated in the request for Bid Documents, they will be suspended for the period of 2 years and such Tenderer[s] will not be eligible to submit Bids for Contracts with the entity that invited the Bids.
41. Quote should be submitted in Single Part/Two Parts as specified in the Tender Enquiry.
42. All the Tenderers should regularly browse/check the e-mail/s being sent to them from procurement portal for initiating appropriate action or for any updates on the Tender.
43. The Tenderer should submit along with his tender the Name of his Bankers, Account Number etc., mandatorily to ISROHQ.
44. Tenderers shall quote Prices in Indian Rupees Only for Indigenous Stores in the Price Template.
45. Tenderers shall submit quotations Through Online Only. The Tender shall be complete in respect of all technical specifications, instructions, drawings, pamphlets and catalogues, as per the tender document. Failure to furnish all information as per the requirements of the tender document and submission of bid not substantially responsive to the tender document shall render the tender liable for rejection. Any/All Bids by way of Fax/E-mail shall not be accepted.

46. All the bids in prescribed form enclosed with tender documents must be submitted before the time and date fixed for the receipt of offers as set forth in the tender document. ISROHQ will not be responsible for non-receipt of tender[s]/offer[s] due to any loss of tender documents and it shall be the sole responsibility of the Tenderer to ensure uploading of the tender[s]/offer[s] within the time fixed and ISROHQ will not be responsible for non-submission of tender(s)/offer(s) within the stipulated date and time due to any software issues or Network issues or Server down. Tenderer(s) shall submit their bid(s) well in advance to overcome last minute glitches. ISROHQ reserves the right to accept or reject any of the tender in full or part without assigning any reasons thereof. Offers received after stipulated time and date will be rejected.

47. If the tender opening date happens to be on an unidentified Holiday due to any reason, including Force Majeure, tender(s) shall be opened on the next working day.

48. PRICES: Tender offering firm prices will be preferred. Where a price variation clause is insisted upon by a tenderer, quotation with a reasonable ceiling should be submitted. Such offers should invariably be supported by the base price taken into account at the time of tendering and also the formula for any such variation/s.

49. SECURITY DEPOSIT:

On acceptance of the tender, the Contractor shall, at the option of the Purchaser and within the period specified by him, deposit with him, in cash or in any other form as the Purchaser may determine, security deposit not exceeding 3% of the value of the Contract as the Purchaser shall specify. If the Contractor is called upon by the Purchaser to deposit, Security and the Contractor fails to provide the security within the period specified, such failure shall constitute a breach of the Contract, and the Purchaser shall be entitled to make other arrangements for the re-purchase of the stores Contracted at the risk of the Contractor clause hereof and/or to recover from the Contractor, damages arising from such cancellation.

50. GUARANTEE & REPLACEMENT:

51. The Contractor shall guarantee that the stores supplied shall comply fully with the specifications laid down, for material, workmanship and performance.

52. For a period of twelve months after the acceptance of the stores, if any defects are discovered therein or any defects therein found to have developed under proper use, arising from faulty stores design or workmanship, the Contractor shall remedy such defects at his own cost provided he is called upon to do so within a period of 14 months from the date of acceptance thereof by the purchaser who shall state in writing in what respect the stores or any part thereof are faulty.

53. If, in the opinion of the purchaser, it becomes necessary to replace or renew any defective stores

such replacement or renewal shall be made by the Contractor free of all costs to the purchaser, provided the notice informing the Contractor of the defect is given by the purchaser in this regard within the said period of 14 months from the date of acceptance thereof.

54. Should the Contractor fail to rectify the defects, the purchaser shall have the right to reject or repair or replace at the cost of the Contractor the whole or any portion of the defective stores.

55. The decision of the purchaser notwithstanding any prior approval or acceptance or inspection thereof on behalf of the purchaser, as to whether or not the stores supplied by the Contractor are defective or any defect has developed within the said period of 12 months or as to whether the nature of the defects requires renewal or replacement, shall be final, conclusive and binding on the Contractor.

56. To fulfil guarantee conditions outlined above, the Contractor shall, at the option of the purchaser, furnish a Bank Guarantee (as prescribed by the purchaser) from a Bank approved by the purchaser for an amount equivalent to 3% of the value of the Contract along with first shipment documents. On the performance and completion of the Contract in all respects, the Bank Guarantee will be returned to the Contractor without any interest.

57. All the replacement stores shall also be guaranteed for a period of 12 months from the date of arrival of the stores at purchaser's site.

58. Even while the 12 months guarantee applies to all stores, in case where a greater period is called for by our specifications then such a specification shall apply in such cases the period of 14 months referred to in clause above shall be the asked for guarantee period plus two months.

59. PACKING FORWARDING & INSURANCE:

The Contractor will be held responsible for the stores being sufficiently and properly packed for transport by rail, road, sea or air to withstand transit hazards and ensure safe arrival at the destination. The packing and marking of packages shall be done by and at the expense of the Contractor. The purchaser will not pay separately for transit insurance, all risks in transit being exclusively of the Contractor and the Purchaser shall pay only for such stores as are actually received in good condition in accordance with the Contract.

60. DESPATCH:

The Contractor is responsible for obtaining a clear receipt from the Transport Authorities specifying the goods despatched. The consignment should be despatched with clear Railway Receipt/Lorry Receipt. If sent in any other mode, it shall be at the risk of the Contractor. Purchaser will take no responsibility for short deliveries or wrong supply of goods when the same are booked on 'said to contain' basis.

Purchaser shall pay for only such stores as are actually received by them in accordance with the Contract.

61. TEST CERTIFICATE:

Wherever required, test certificates should be sent along with the despatch documents.

62. ACCEPTANCE OF STORES:

63. The stores shall be tendered by the Contractor for inspection at such places as may be specified by the purchaser at the Contractor's own risk, expense and cost.

64. It is expressly agreed that the acceptance of the stores Contracted for, is subject to final approval by the purchaser, whose decision shall be final.

65. If, in the opinion of the purchaser, all or any of the stores do not meet the performance or quality requirements specified in the Purchase Order, they may be either rejected or accepted at a price to be fixed by the purchaser and his decision as to rejection and the prices to be fixed shall be final and binding on the Contractor.

66. If the whole or any part of the stores supplied are rejected in accordance with Clause above, the purchaser shall be at liberty, with or without notice to the Contractor, to purchase in the open market at the expense of the Contractor stores meeting the necessary performance and quality Contracted for in place of those rejected, provided that either the purchase, or the agreement to purchase, from another supplier is made within six months from the date of rejection of the stores as aforesaid.

67. REJECTED STORES:

Rejected stores will remain at destination at the Contractor's risk and responsibility. If instructions for their disposal are not received from the Contractor within a period of 14 days from the date of receipt of the advice of rejection, the purchaser or his representative has, at his discretion, the right to scrap or sell or consign the rejected stores to Contractor's address at the Contractor's entire risk and expense, freight being payable by the Contractor at actuals.

68. DELIVERY:

The time for and the date of delivery of the stores stipulated in the Purchase Order shall be deemed to be the essence of the Contract and delivery must be completed on or before the specified dates.

(b) Should the Contractor fail to deliver the stores or any consignment thereof within the period prescribed for such delivery, the purchaser shall be entitled at his option either

(i) to recover from the Contractor as agreed liquidated damages and not by way of penalty, a sum of 0.5% per week of the price of any stores which the Contractor has failed to deliver as aforesaid or during which the delivery of such store may be in arrears subject to a minimum of 10%, or

(ii) to purchase from elsewhere, without notice to the Contractor on the account and at the risk of the Contractor, the stores not delivered or others of a similar description (where others exactly complying with the particulars, are not, in the opinion of the purchaser, readily procurable, such opinion being final) without cancelling the Contract in respect of the consignment (s) not yet due for delivery, or

(iii) to cancel the Contract or a portion thereof and if so desired to purchase or authorise the purchase of stores not so delivered or others of a similar description (where others exactly if complying with the particulars are not, in the opinion of the purchaser, readily procurable, such opinion final) at the risk and cost of the Contractor. In the event of action being taken as indicated above, the Contractor shall be liable for any loss which the purchaser may sustain on that account, provided that the re-purchase or if there is an agreement to repurchase then such agreement is made within six months from the date of such failure. But the Contractor shall not be entitled to any gain on such re-purchase made against default. The manner and method of such re-purchase shall be at the discretion of the purchaser, whose decision shall be final. It shall not be necessary for the purchaser to serve a notice of such re-purchase on the defaulting Contractor. This right shall be without prejudice to the right of the purchaser to recover damages for breach of Contract by the Contractor.

69. EXTENSION OF TIME:

As soon as it is apparent that the Contract dates cannot be adhered to, an application shall be sent by the Contractor to the purchaser. If failure, on the part of the Contractor, to deliver the stores in proper time shall have arisen from any cause which the purchaser may admit as reasonable ground for an extension of the time (and his decision shall be final) he may allow such additional time as he considers it to be justified by circumstances, of the case without prejudice to the purchaser's right to recover liquidated damages under clause above thereof.

70. ERECTION OF PLANT & MACHINERY:

Wherever erection of a plant or machinery is the responsibility of the Contractor as per the terms of the Contract and in case the Contractor fails to carry out the erection as and when called upon to do so within the period specified by the purchaser, the purchaser shall have the right to get the erection done through any source of his choice. In such an event, the Contractor shall be liable to bear any additional expenditure that the purchaser is liable to incur towards erection. The Contractor shall, however, not be entitled to any gain due to such an action by the purchaser.

71. PAYMENT:

Contractor's bill will be passed for payment only after the stores have been received, inspected and accepted by the Purchaser.

72. MODE OF PAYMENT:

Normally payment will be made for the accepted stores within 30 days from the date of receipt of the materials.

73. RECOVERY OF SUM DUE:

Whenever any claim for the payment of, whether liquidated or not, money arising out of or under this Contract against the Contractor, the purchaser shall be entitled to recover such sum by appropriating in part or whole, the security deposited by the Contractor, if a security is taken against the Contract. In the event of the security being insufficient or if no security has been taken from the Contractor, then the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this or any other Contract with the purchaser. Should this sum be not sufficient to cover the full amount recoverable, the Contractor shall pay to the purchaser on demand the remaining balance due. Similarly, if the purchaser has or makes any claim, whether liquidated or not, against the Contractor under any other Contract with the purchaser, the payment of all moneys payable under the Contract to the Contractor including the security deposit shall be withheld till such claims of the purchaser are finally adjudicated upon and paid by the Contractor.

74. INDEMNITY:

The Contractor shall warrant and be deemed to have warranted that all stores supplied against this Contract are free and clean of infringement of any Patent, Copyright or Trademark, and shall at all times indemnify the purchaser against all claims which may be made in respect of the stores for infringement of any right protected by Patent Registration of design or Trade mark and shall take all risk of accidents or damage which may cause a failure of the supply from whatever cause arising and the entire responsibility for sufficiency of all means used by him for the fulfilment of the contract.

75. ARBITRATION:

In the event of any dispute/s difference/s or claim/s arising out of or relating to the interpretation and application of the contract, such dispute/s or difference or claim/s shall be settled amicably by mutual consultations of the good offices of the respective parties and recognizing their mutual interests attempt to reach a solution satisfactory to both the parties. If such a resolution is not possible, within 30 days from the date of receipt of written notice of the existence of such dispute/s, then the unresolved dispute/s or difference/s or claim/s shall be referred to the sole arbitrator appointed by the parties by mutual consent in accordance with the rules and procedures of Arbitration and Conciliation Act 1996 as

amended from time to time. The arbitration shall be conducted in Bengaluru in the Arbitration and Conciliation Centre-Bengaluru (Domestic and International) as per its rules and regulations. The expenses for the arbitration shall be shared equally or as may be determined by the arbitrator. The considered and written decision of the arbitrator shall be final and binding between the parties. The applicable language for Arbitration shall be English only.

Work under the contract shall be continued by the contractor during the pendency of arbitration proceedings, without prejudice to a final adjustment in accordance with the decision of the arbitrator unless otherwise directed in writing by the DEPARTMENT or unless the matter is such that works cannot be possibly continued until the decision (whether final or interim) of the Arbitrator is obtained.

76. COUNTER TERMS AND CONDITION OF SUPPLIERS:

Where counter terms and conditions printed or cyclostyled conditions have been offered by the supplier, the same shall not be deemed to have been accepted by the Purchaser, unless specific written acceptance thereof is obtained.

77. SECURITY FOR PURCHASE OF MATERIALS:

Successful tenderer will have to furnish in the form of a bank guarantee or any other form as called for by the purchaser towards adequate security for the materials and properties provided by the Purchaser for the due execution of the Contract.

78. CONTRACTOR'S DEFAULT LIABILITY:

The purchaser may upon written notice of default to the Contractor terminate the Contract in whole or in part in circumstances detailed hereunder:

If in the judgement of the Purchaser the Contractor fails to make delivery of Stores within the time specified in the Contract/agreement or within the period for which extension has been granted by the Purchaser to the Contractor.

If in the judgement of the Purchaser the Contractor fails to comply with any of the other provisions of this Contract.

79. In the event the Purchaser terminates the Contract in whole or in part as provided in Clause above the In the event the Purchaser terminates the Contract in whole or in part as provided in Clause above the Purchaser reserves the right to Purchase, upon such terms and in such a manner as he may deem appropriate, stores similar to that terminated and the Contractor shall be liable to the Purchaser for any additional costs for such similar stores and/or for liquidated damages for delay as defined in Clause

above until such reasonable time as may be required for the final supply of stores.

80. If this Contract is terminated as provided in Clause above the Purchaser in addition to any other rights provided in this Article, may require the Contractor to transfer title and deliver to the Purchaser under any of the following clauses in the manner and as directed by the Purchaser a) Any completed stores. b) Such partially completed stores, drawing, information and Contract rights (hereinafter called manufacturing material) as the Contractor has specifically produced or acquired for the performance of the Contract

as terminated. The Purchaser shall pay to the Contractor the Contract price for completed stores delivered to and accepted, by the purchaser and for manufacturing material delivered and accepted.

81. In the event the Purchaser does not terminate the Contract as provided in Clause above, the Contractor shall continue the performance of the Contract in which case he shall be liable to the purchaser for liquidated damages for delay as set out in Clause above until the stores are accepted.

82. DELAY IN COMPLETION / LIQUIDATED DAMAGES:

If the Contractor fails to deliver the stores within the time specified in the Contract or any extension thereof, the purchaser shall recover from the Contractor as liquidated damages a sum of one-half of one percent (0.5 percent) of the Contract price of the undelivered stores for each calendar week of delay.

The total liquidated damages shall not exceed ten percent (10 percent) of the Contract price of the unit or units so delayed. Stores will be deemed to have been delivered only when all their component parts are also delivered at respective sites. If certain components are not delivered in time, the stores will be considered as delayed for respective sites until such time as the missing parts are delivered.

83. FORCE MAJEURE CLAUSE:

84. Neither party shall bear responsibility for the complete or partial nonperformance of any of his obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present Purchase Order/Contract) if the non-performance results from such force majeure circumstances such as, but not restricted to, flood, fire, earthquake, civil commotion, sabotage, explosion, epidemic, quarantine restriction, strike, lock-out, freight embargo, acts of the Government either in its sovereign or Contractual capacity, hostility, acts of public enemy and other acts of God as well as war or revolution, military operation, blockade, acts or actions of State authorities or any other circumstance beyond the control of the parties that have arisen after the conclusion of the present Purchase Order/Contract.

85. In such circumstances, the time stipulated for the performance of an obligation under the Purchase Order/Contract may be proportionately extended.

86. The party for whom it has become impossible to meet the obligation under this Contract due to force majeure condition, will notify the other party in writing not later than twenty one days from the date of commencement of the unforeseeable event. Unless otherwise directed by the Centre/Unit in writing, the contractor/supplier shall continue to perform his obligations under the Purchase Order/Contract as far as is practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

87. Any certificate issued by the Chamber of Commerce or any other competent authority or organization of the respective country shall be sufficient proof of commencement and cessation of the above circumstances.

88. PERFORMANCE BANK GUARANTEE:

Performance Bank Guarantee (PBG) is obtained as a security for fulfilment of warranty obligations by the vendor after satisfactory execution of the Purchase Order/Contract. PBG at 3% of the value of the Purchase Order shall be furnished by you as per our format from any of the Scheduled Banks executed on non-judicial stamp paper of appropriate value, while claiming 100% payment. PBG shall be valid for a period of sixty days beyond the date for completion of all the terms and conditions of the Purchase Order/expiry date of warranty period.

89. SECURITY DEPOSIT CUM PERFORMANCE BANK GUARANTEE:

Security Deposit cum PBG for 3% of the value of the Purchase Order shall be furnished by the contractor as per format enclosed from any of the Scheduled Banks executed on non-judicial stamp paper of appropriate value, within 10 Days from the date of release of purchase order, Security Deposit cum PBG shall be valid for a period of sixty days beyond the date for completion of all the terms and conditions of the Purchase Order/expiry date of warranty period.

2. Two Part Instructions

1. Technical Bids will be opened at the scheduled due date & time. No further intimation will be sent in this regard. The schedule for price bid opening shown is only indicative. Price bids will only be opened in the case of parties who have been techno-commercially accepted, the details of which will be communicated at a later stage.

2. Tenderers are advised NOT TO UPLOAD any documents revealing the price of the main equipment, accessories, spares or AMC. They are however, requested to upload UNPRICED BIDS (i.e. Price details masked) showing appropriate break-up of components of main equipment, individual accessories and spares as desired.

3. This is a TWO-PART tender i.e. Techno-Commercial Bid (Part-I) and Price Bid (Part-II) shall be

submitted separately. All technical and commercial terms and conditions shall be furnished in the Techno-Commercial Bid while price shall be indicated only in the Price Bid. Uploading price details anywhere else other than the price-bid shall lead to unconditional rejection of the tender. Pleasemake note of the same

3. Specific Terms and Conditions to Tender (MII-Compliant)

1. Please quote applicable GST separately.
2. Our standard delivery term is FOR, ISRO HQ. In case any vendor offers delivery term of Ex-works, Packing and Forwarding charges if any should be indicated separately either as a percentage of the quoted rate or as a Lumpsum amount.
3. Our standard payment term is 100% within 30 days after receipt and acceptance of the items at our site (after installation and commissioning in cases where installation and commissioning is required).
4. Liquidated Damages: The delivery period quoted should be realistic. The delivery period so quoted and mentioned in the order is the essence of the order/contract. In case of delay in delivery of material as per the delivery schedule, Liquidated Damage @ 0.5% per week or part thereof on the undelivered portion subject to a maximum of 10% of the contract value shall be levied. Wherever, installation and commissioning is also involved, the supply will be deemed to have been completed only when the entire Stores is supplied, installed and accepted.
5. Performance Bank Guarantee: Wherever products offered carry warranty, the warranty should be for one year or as per manufacturers standard warranty term. Against such cases, please confirm submission of Performance Bank Guarantee. The Performance Bank Guarantee should be for 3% of the order value covering the warranty period obtained from any Scheduled Bank on Rs.200/- Non Judicial Stamp Paper and should be valid beyond 2 months from the completion of the warranty period. Alternately vendors can request for withholding 3% payment till completion of the warranty period.
6. Security Deposit: Wherever the offer value is Rs. 5.00 Lakhs or above, the successful tenderer should submit Security Deposit @ 3% of the order value by way of Bank Guarantee / FD Receipt. The Bank Guarantee shall be obtained from any Scheduled Bank on Rs.200/- Non Judicial Stamp Paper and should be valid beyond 2 months from the completion of all contractual obligations. If the Contractor is called upon by the Purchaser to deposit, Security and the Contractor fails to provide the security within the period specified, such failure shall constitute a breach of the Contract, and the Purchaser shall be entitled to make other arrangements for the re-purchase of the stores Contracted at the risk of the Contractor. In case if Security Deposit is submitted and the contractor fails to execute the order, then the security deposit will be forfeited.
7. Note: SD, LD and PBG clauses are mandatory and offers of the vendors who have not agreed for

the above conditions will be excluded from the procurement process. Micro and Small Vendors are not exempted from the submission of Security Deposit. Only Govt Departments/PSUs/PSEs can submit Indemnity Bond instead of Bank Guarantee towards SD/PBG.

8. Please upload the Technical Details / Catalogue / Data Sheets (wherever applicable)

9. The offer should be valid for a period of minimum 90 days from the date of opening of Tender and 180 Days for PT Two Part (120 Days for Technical Bid and 60 Days for Price Bid from the date of opening).

10. In order to avail of the benefits extended to by Govt. of India to the Micro and Small Sectors, please submit attested copy of the valid Entrepreneur Memorandum Part-II signed by the General Manager, District Industries Centre / Udyog Adhar / NSIC Registration Certification along with your offer.

11. If any bidder submits forged / false document along with the tender, offer of such vendors will be summarily rejected and such bidders will be blacklisted for all future tenders.

12. Wherever samples are required to be submitted along with the quotation, offer without sample will not be considered.

13. The other attached forms are our standard terms and conditions, which are to be complied with. If any conflict arise between the specific terms and standard terms, then in those cases, the specific terms will prevail over the standard terms.

14. Purchase preference to eligible vendors are applicable as per extant notifications issued by the Government of India.

15. Foreign OEMs/Agents quoting on behalf of Foreign OEMs are not permitted to quote. High Sea Sales Quotes not permitted. The bids shall be in INR only.

16. Definitions: A supplier or service provider, whose goods, services or works offered for procurement, has local content: a) Equal to or more than 50% : Class-I local supplier. b) Minimum 20% but less than 50% : Class-II local supplier. c) Less than 20% : Non-local supplier.

17. Local content means the amount of value added in India (i.e. indigenous items/services added in the offered products/services/works) be the total value of the item offered (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties/IGST) as a proportion of the total value (excluding net domestic indirect taxes), in percent. Indicate extent of Minimum Local Content in offered product/service and location of such value additions.

18. The Class-I & II local supplier should provide a Self Certification along with your offer in PDF format indicating that the item offered meets the minimum local content as called for in the tender as mentioned above and provide the % of local content along with details of the location(s) at which the local value addition is made. In case of two part tenders, it is mandatory to indicate compliance to MLC(minimum local content) in technical bid itself.

19. The Class-I/Class-II Local suppliers, at the time of submitting their offer, shall also indicate percentage of local content and provide self-certification that the item (s) offered meets the local content requirement for Class-I/Class-II Local Suppliers as the case may be. They shall also give details of location (s) at which the local value addition is made.

20. In cases if the item(s) offered exceed Rs. 10 Crores, the Class-I/Class-II Local Suppliers shall provide a Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

21. False Declarations will be in breach of the Code of Integrity under Rule 175 (1) (i) (h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

22. Purchase Preference Policy:- Goods/Works which are divisible in nature (required quantity is greater than 1 or not a package basis): i. If L1 is 'Class-1 local supplier', the order/contract for full quantity shall be awarded to L1 bidder. ii. If L1 bid is not from a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference (i.e. 20%) and contract for that quantity shall be awarded to such Class-I local supplier subject to matching the L1 price (inclusive of duties, taxes and freight & insurance). iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In cases where none of the 'Class-I local supplier' within the margin of purchase agree to match L1 price, in such cases 100% quantity shall be ordered on original L1 bidder. iv. In case no offers are received from 'Class-I local supplier' or none of the 'Class-I local supplier' falls within the margin of purchase preference of 20%, the order shall be processed on L1 vendor. v. In case L1 bidder (not a 'Class-I local supplier') is not accepting splitting of order on 50:50 basis, in that case the order/contract shall be awarded to such 'Class-I local supplier' for full quantity subject to matching the L1 price. vi. Regarding MSEs (Indian vendors): a) The following additional aspect as indicated below would be applicable for procurement which are falls under divisible category (i.e., not applicable for indivisible category), in case of participation of MSEs in the tendering who are also complying to the Minimum Local Content (MLC) stipulated in the tender. b) If

any Indian vendor satisfies the requirement of MSEs stipulation and also falls within the purchase preference margin as called for in MSME policy (in case of matching L1 price) will be considered for ordering 25% of tendered quantity, the balance quantity / works will be considered for distribution amongst all bidders (including MSEs) as per the purchase preference policy. c) In case no MSEs qualifies for purchase preference or do not match with L1 price then the total tendered quantity will be distributed amongst all bidders as per the purchase preference policy.

23. Purchase Preference Policy:- Goods/Works which are not divisible (ie., required quantity is 1 or as a package) and Services: a) If L1 is from a 'Class-I local supplier', the contract will be awarded to L1 bidder. b) If L1 is not from a 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference (i.e. 20%) and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price (inclusive of duties, taxes and freight & insurance). c) In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on, and order/contract shall be awarded accordingly. In case where none of the 'Class-I local supplier' within the margin of purchase preference agree to match the L1 price, then the order/contract shall be awarded to the original L1 Bidder.

4. PPP Make in India(Non- Divisible Items-Class I & II Local Suppliers Only)

1. A committee (with an external expert from a practicing cost accountant or practicing chartered accountant, if required) constituted for independent verification shall verify the self-declarations & auditor's / accountant's certificates on random basis, as per the requirements.

2. a) The subject item falls under Non-divisible category.
b) The offers sought only from Class-I & Class-II local suppliers

3. Definitions: A supplier or service provider, whose goods, services or works offered for procurement, has local content: i. Equal to or more than 50%: Class-I local supplier. ii. More than 20% but less than 50%: Class-II local supplier. iii. Less than or equal to 20%: Non-local supplier.

4. False declarations will be in breach of code of the integrity for which a bidder or its successor's will not be eligible/debarred for purchase preference from further tenders / pending tenders for two years along with other actions as may be applicable.

5. Foreign OEMs/Agents quoting on behalf of Foreign OEMs are not permitted to quote. High Sea Sales Quotes not permitted. The bids shall be in INR only.

6. If any bidder submits forged / false document along with the tender, offer of such vendors will be summarily rejected and such bidders will be blacklisted for all future tenders

7. In case of a complaint received from any local supplier indicating a need for review / verification of Local content of successful vendor / awarded vendor, for accepting a complaint from such complainant (w.r.t the false declaration given by the successful vendor on the local content), a complaint fee of Rs.2Lakhs or 1% of the locally manufactured items being procured (subject to a maximum Rs. 5Lakhs), whichever was higher, to be paid by demand draft by the complainant. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

8. In cases the quoted price is in excess of Rs.1000 Lakhs (including duties, taxes and freight & Insurance) the 'Class-I & II local supplier shall provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in case of suppliers other than companies) giving the percentage of local content.

9. In line with Public Procurement (Preference to Make in India), Order 2017 & its amendments issued by Govt. of India from time to time with a view to support the Indian industries, ISRO has implemented "Purchase Preference Policy". The "Purchase Preference" is applicable for the "Class-I Local Supplier" for the goods/ services/ works covered in this tender, subject to the following terms & conditions

10. 'L1' means the lowest technically accepted tender / bid / quotation (i.e. lowest landed cost including duties, taxes and freight & Insurance).

11. 'Local content' means the amount of value added in India (i.e. indigenous items/services added in the offered products/ services/ works) be the total value of the item offered (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties/IGST) as a proportion of the total value (excluding net domestic indirect taxes), in percent.

12. 'Margin of purchase preference' means the maximum extent to which the price quoted by the "Class-I local supplier" above the L1 (landed cost).

13. Purchase Preference Policy:- Goods/Works which are not divisible (ie., required quantity is 1 or as a package) and Services:

a) If L1 is from a 'Class-I local supplier', the contract will be awarded to L1 bidder.

b) If L1 is not from a 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference (i.e. 20%) and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price (inclusive of duties, taxes and freight & insurance).

c) In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on, and order/contract shall be awarded accordingly. In case where none of

the 'Class-I local supplier' within the margin of purchase preference agree to match the L1 price, then the order/contract shall be awarded to the original L1 Bidder.

14. Purchase preference to eligible vendors are applicable as per extant notifications issued by the Government of India.

15. The 'Class-I & II local supplier' should provide a "Self Certification" along with technical offer indicating that the item offered meets the minimum local content as called for in the tender and provide the percentage of local content along with details of the location(s) at which the local value addition is made. In case of two bid tenders, it is mandatory to indicate compliance to MLC(minimum Local Content) in technical bid zone.

16. The ink-signed certificate shall be provided on vendors letter head along with the offer (in case of online tender, copy of ink-signed certificate shall be uploaded along with your offer under concerned tab. Original in Hard copy shall be produced on request). In case of non-submission of certificate, the purchase preference shall not apply.

17. The margin of Purchase Preference shall be up to 20%.

18. The Public Procurement (Preference to Make in India), Order 2017 issued by Govt. of India indicates that if there are any general or specific restrictive clauses to restrict participation of Indian companies in those countries procurement tenders, reciprocity clause need to be invoked as per the order. Hence, if ISRO or Govt. of India come across that Indian suppliers of an item are not allowed to participate and / or compete in procurement by your government, the bid submitted by you will be not be considered and excluded from eligibility for procurement. Please note this point.

19. This tender is proposed as a DOMESTIC TENDER. This tender is restricted only to Class-I and Class-II Local Suppliers as defined under DPIIT Order dtd 04/06/2020- Preference to Make in India Order-2017 Revision. Non-Local Suppliers need not quote

20. Works means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'. Works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

5. Conditions for BIDDER FROM A COUNTRY WHICH SHARES LAND BORDER WITH INDIA

1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender, only if the bidder is registered with the Competent Authority. Competent Authority for the purpose of registration shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).

2. Any false declaration and non-compliance of the above would be a ground for immediate rejection of offer or termination of the contract and further legal action in accordance with the laws.

3. Validity of Registration: Registration should be valid at the time of submission of bids and should be valid at the time of placement of Order.

C. Bid Templates

C.1 Technical Bid - Enterprise Class Premium Secure CDN Service for ISRO/DOS for Three Years

1. Enterprise Class Premium Secure CDN Service for ISRO/DOS

Item specifications for Enterprise Class Premium Secure CDN Service for ISRO/DOS

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	Enterprise class premium global CDN service for securing websites of ISRO/DOS		-		

[Document : Enterprise Class Premium Secure CDN Service for ISRO/DOS](#)

2. Additional Price Per GB for Enterprise Class Premium Secure CDN Service for ISRO/DOS

Item specifications for Additional Price Per GB for Enterprise Class Premium Secure CDN Service for ISRO/DOS

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	Additional Price Per GB for Enterprise Class Premium Secure CDN Service for ISRO/DOS		-		

[Document : Additional Price Per GB for Enterprise Class Premium Secure CDN Service for ISRO/DOS](#)

3. Cyber Security Monitoring Service

Item specifications for Cyber Security Monitoring Service

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	Cyber Security Monitoring Service		-		

Common Specifications (Applicable for all items)

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	Content Delivery Network (CDN)	Enterprise class premium global CDN service for securing following websites of ISRO/DOS: 1. www.isro.gov.in 2. www.dos.gov.in 3. www.iirs.gov.in 4. www.iprc.gov.in 5. www.ursc.gov.in 6. www.lpsc.gov.in 7. www.mcf.gov.in 8. www.nrsc.gov.in 9. www.sac.gov.in 10. www.shar.gov.in 11. www.vssc.gov.in 12. www.issdc.gov.in 13. www.narl.gov.in 14. www.iist.ac.in 15. www.prl.res.in 16. www.hsfc.gov.in 17. www.nesac.gov.in 18. www.istrac.gov.in 19. apps.isro.gov.in	Yes / No / Explain		
2	Additional Websites	In addition to the above, there may be five more domains which may be added later during the period of the CDN service, with no additional cost.	Yes / No / Explain		

3	Government Customers	<p>The CDN provider must have been engaged for at-least one Government of India website (www.<organisation>.gov.in) for a period of at-least one year. Please provide necessary document (such as PO copy) supporting the claim. If required, necessary NDA waiver may be obtained from the respective organisation.</p> <p>This engagement must be for both Availability/Caching as well as for Security service.</p>	Yes / No / Explain		
4	Security Policies for Various Websites	All the websites (as above) must be configured with same security policy. There must be provision to create 10 custom rules to override the common security policy.	Yes / No / Explain		
5	Multiple domains, same IP	Some of the websites/domains (e.g. www.dos.gov.in and www.isro.gov.in) may point to the same IP address and may be hosted on same physical server. CDN provider must do technical and financial optimisations considering this fact.	Yes / No / Explain		

6	Load-Balancer and Fail-Over Configuration	The CDN must support various configurations such as 50:50 load-balance between geographically separate origin servers, 70:30 load-balanced in the same Data Centre, fail-over, etc. This option must be available for every site configured in CDN, respective ISRO Website focal point will decided whether to avail this feature or not.	Yes / No / Explain		
7	Same Website, multiple IPs	Some of the websites/domains may have multiple IP address. CDN provider must do technical and financial optimisations considering this fact.	Yes / No / Explain		
8	Priority OEM Email Support	Priority email support for any issues or questions that might arise.	Yes / No / Explain		

9	Regular Email/Phone Support	<p>Regular Email Support from either OEM or vendor for support includes (but not limited to) configuration changes in CDN portal like pinning/unpinning certificate, providing various statistics from the CDN portal like attacks, bandwidth usage, etc., Changes in SSL/TLS parameters, Changes in Edge Server CIDR Blocks, etc.</p> <p>Details of two no. of dedicated named support personnel along with their email id and mobile numbers to be provided.</p> <p>Except for purging the cache, ISRO shall not login to CDN portal. All activities related to CDN during this period must be carried out through this support. The bidder shall not sub-contract this services. ISRO shall only correspond with the official email id of the OEM/vendor and not with any other third party email ids.</p>	Yes / No / Explain		
10	Phone Support	24x7x365 phone support for any issues or questions that might arise.	Yes / No / Explain		
11	100% Uptime SLA	Guaranteed 100% uptime, even if the origin server is down for a short duration.	Yes / No / Explain		
12	Dedicated OEM Account Manager	Dedicated account manager from OEM to personally address web operation's needs, and answer any questions that may arise.	Yes / No / Explain		

13	Dedicated Vendor Account Manager	Dedicated account manager from vendor to personally address web operation's needs, and answer any questions that may arise.	Yes / No / Explain		
14	Dedicated or Prioritize IP Map	Must be allotted dedicated or prioritized IP map, that receives highest priority on the network.	Yes / No / Explain		
15	Globally load balanced CDN	Must have more than 300 data-centres or points of presence across the globe in at-least 150 countries with at-least 12 located in India. The sites must be served to visitors from their nearest data-centre.	Yes / No / Explain		
16	Static content caching	Must save hardware resources and bandwidth by serving cached static content (including multimedia) directly from global data centre.	Yes / No / Explain		
17	Uptime even when origin server down	Must serve static portions of sites online even if the origin server goes down.	Yes / No / Explain		
18	Optimisation	Automatically optimises pages to minimise the number of network connections to ensure even third party resources won't slow down page rendering.	Yes / No / Explain		
19	Customization	Customize all system messages and error pages with full HTML and CSS to reflect DOS/ISRO brand.	Yes / No / Explain		
20	Customization Rules per Page	Enable page level full HTML caching, individually customize CDN features on a page by page basis	Yes / No / Explain		

21	Purge By Cache Tag	CDN must provide a way to purge the cache in a granular manner using tags defined in assets' response headers. Purging the cache by Cache Tag must take just few seconds to take effect globally.	Yes / No / Explain		
22	Proxy Support for Wild Cards	CDN must proxy wildcard sub-domains for full performance and security.	Yes / No / Explain		
23	IPv6 Compatible	Support both IPv4 and IPv6 connections to the sites without any change to our infrastructure.	Yes / No / Explain		
24	HTTP/2 and HTTP/3 Support	For supported clients.	Yes / No / Explain		
25	Image Optimisation	Must improve the performance of images. Configurable "lossless" or "lossy" image optimization to reduce image sizes must be supported.	Yes / No / Explain		
26	Mobile Optimisation	Must detect the browser type of a visitor and optimise performance for the particular device.	Yes / No / Explain		
27	Origin Network Optimizer	Optimisation to ensure that the connection between origin server and the CDN is as fast as possible.	Yes / No / Explain		
28	Upload and Download Size Limits	At-least 5 GB single file upload and download. No limit on number of files.	Yes / No / Explain		
29	SSL Certificate	Valid SSL certificates for all websites configured has to be provided by CDN.	Yes / No / Explain		
30	SSL Renewal	The vendor shall coordinate with the ISRO Centre/Unit focal points to ensure timely renewal of CDN provided SSL certificates.	Yes / No / Explain		

31	SSL Encryption	Enable SSL with a SSL certificate issued by CDN. Upload of any SSL certificate type including Extended Validation (EV) SSL to be supported.	Yes / No / Explain		
32	SSL Optimisation	Optimises the SSL connection to ensure a fast HTTPS experience for visitors.	Yes / No / Explain		
33	Reputation-based threat protection	Block known malicious threats from accessing our sites.	Yes / No / Explain		
34	Content scraping protection	Protect all our content including text, images and email addresses from web scrapers.	Yes / No / Explain		
35	Block visitors by IP range	Block individual IP's or range of IP's from accessing the sites.	Yes / No / Explain		
36	Block visitors using Tor	Ability to block Tor users.	Yes / No / Explain		
37	Block visitors by country	Ability to fully block visitors from particular countries.	Yes / No / Explain		
38	Collective intelligence to identify new threats	CDN must gather information about security threats using attacks on other sites under the same CDN. Protection intelligence from attacks on any one site must be extended to our sites.	Yes / No / Explain		
39	Web Application Firewall (WAF)	Cloud-based WAF to run in real-time preventing automated attacks, SQL injections, XSS javascript injections and other real-time attacks. No hardware or software must be required to be provisioned at origin server.	Yes / No / Explain		
40	OWASP ModSecurity Core Rule Set	Coverage for OWASP ModSecurity CRS (either as-is or with improved and reduced False Positives) and protect against Top 10 vulnerabilities identified by the Open Web Application Security Project (OWASP)	Yes / No / Explain		

41	3rd Party Rule Sets	Support to easily add additional rule sets developed by trusted industry experts.	Yes / No / Explain		
42	Whitelist URLs	CDN must have feature to whitelist list of URLs (being served through CDN) from specific IP/Range/Region e.g. Lockdown a specific URL to specific IP addresses to protect an admin login or restricted page.	Yes / No / Explain		
43	Custom WAF rule support	Import our own rules and write custom ones.	Yes / No / Explain		
44	CMS WAF Support	CDN must have their own rules specific to protect Drupal, WordPress and Joomla CMS against vulnerabilities.	Yes / No / Explain		
45	Rate Limit	CDN must protect websites or APIs from malicious traffic by blocking client IP addresses that hit a URL pattern and exceed a threshold defined.	Yes / No / Explain		
46	User Agent Blocking	CDN must support creation of rules to either block or alert or challenge a specific User Agent from accessing websites.	Yes / No / Explain		
47	Advanced DDoS protection – Layer 3 & 4	CDN must automatically stop TCP SYN, UDP and ICMP attacks at the edge so they never reach the origin server.	Yes / No / Explain		
48	Advanced DDoS protection – Layer 7	CDN must automatically detect sudden changes in traffic and protects against layer 7 DDoS attacks, such as POST floods and DNS-based attacks, so they never reach the origin server.	Yes / No / Explain		

49	Advanced DDoS support	Backed by a full SLA, DDoS experts at CDN must provide online 24x7 support no matter the size, type or duration of the attacks.	Yes / No / Explain		
50	No Under Performance During Attacks	During any DDoS or other attacks, the CDN and the configured ISRO/DOS websites must not under-perform.	Yes / No / Explain		
51	Raw Log File Access	Access to all log files for enhanced analytics.	Yes / No / Explain		
52	Support to Download Raw Logs	The vendor shall support and provide customised Linux scripts to ISRO Centre/Unit to carry out automated log pull.	Yes / No / Explain		
53	Multi User Login	Multi-user login with 2FA support.	Yes / No / Explain		
54	Analytics for traffic	Insight into all visitors, including search engine crawlers and threats. Statistics include requests, bandwidth saved, and other operational metrics – updated at realtime or not more than 15 minutes delay.	Yes / No / Explain		
55	Cache Purge	Instantly purge the entire CDN cache or just a single file.	Yes / No / Explain		
56	Minimum edge cache expire TTL	The minimum edge cache expire TTL of 30 seconds within which the CDN must check the origin server for a new resource and refetch.	Yes / No / Explain		
57	Quarterly Traffic	51,200 GB of Quarterly Clean Traffic (The excess usage, if any will be computed on annual basis)	Yes / No / Explain		
58	Yearly Clean Traffic	204,800 GB of Yearly Clean Traffic.	Yes / No / Explain		

59	Total Traffic Bandwidth	The vendor must quote for base 204,800 GB of clean traffic per year for the period of three years (614,400 GB). Additionally, price per GB should also be quoted.	Yes / No / Explain		
60	Payment	Payment shall be made on quarterly basis, after successful completion of service consumption period.	Yes / No / Explain		
61	Excess Clean Traffic Price	The vendor must quote the 'Price per GB' of additional clean traffic.	Yes / No / Explain		
62	Excess Clean Traffic Billing	The excess usage, if any will be computed on annual basis. The billing for excess usage, if any, should be done with 4th quarter bill of every year.	Yes / No / Explain		
63	Fail-over	Must be able to configure the order of fail-over in case the primary origin server is down.	Yes / No / Explain		
64	Change in IP	In future, the IP address of origin servers may change. CDN must work have functionality to transition seamlessly and continue to work on new IP.	Yes / No / Explain		
65	Authorisation Certificate	If the partner/reseller is quoting on behalf of the CDN provider, authorization certificate by the CDN provider on their letterhead for this specific tender enquiry must be submitted without which the offer shall be rejected.	Yes / No / Explain		

66	Authorisation Letter - Qualified Support	The above OEM Authorisation letter must also certify that the vendor has qualified personnel to support ISRO. Any pre-requisite (e.g. training) for vendor has to be taken up between OEM and Vendor.	Yes / No / Explain		
67	Prior Intimation and Concurrence of Changes	For any changes in the configuration regarding the points listed above, the CDN provider must intimate ISRO/DOS well in advance and take concurrence before implementation.	Yes / No / Explain		
68	Annual Usage Alert	Alerts must be generated (either manually or automatically) and sent to ISRO focal point by email when the bandwidth usage exceeds 20%, 40%, 60%, 80% and 90% to the total (i.e. 204,800 GB per annum), within one working day. Separate alert must be sent for each of the above percentage values. The alert initial counter should reset after completion of every year of service.	Yes / No / Explain		
69	Service Period	36 months (3 year).	Yes / No / Explain		

70	On-boarding Period	<p>One time on-boarding of ISRO Websites must be carried out by OEM Engineers.</p> <p>The billing will be started after 10 days from the date when vendor has made the service ready, informed about its availability and the on-boarding will be undertaken during this period of 10 days. These dates will be finalized during kick-off meeting after release of PO.</p>	Yes / No / Explain		
71	OEM Certified Configuration	<p>The OEM Engineers have to review the WAF, Network, Load-Balancer, CMS and other configurations and OEM has to certify that it is as per the best practices.</p>	Yes / No / Explain		
72	Note	<p>The Purchase Order will be released for 614,400 GB clean traffic for a period of three years. In case the annual usage exceeds 204,800 GB of clean traffic, then the purchase order amendment will be issued based on the per GB price quoted for actual usage (in GB) of additional clean traffic.</p>	Yes / No / Explain		
73	Data Centre Certification	<p>CDN Data Centre must be ISO 27001 certified. Copies of certification (such as ISO 27001, SOC 2, PCI DSS, etc.) to be provided to ISRO.</p>	Yes / No / Explain		

74	Import Existing Configuration	<p>As part of on-boarding, all the existing configuration (custom rules, custom config, etc.) from ISRO's current CDN (Cloudflare) must be imported either automatically or manually and OEM shall certify that no configuration is missed. ISRO shall provide on-site access to the existing configuration at ISRO HQ. No remote access will be provided.</p> <p>If required, the Vendor personnel may visit on-site and coordinate with OEM Engineer.</p>	Yes / No / Explain		
75	Usage Report	The vendor shall share monthly traffic usage reports by email with ISRO HQ, either automatically or manually.	Yes / No / Explain		
76	Custom Reports	The vendor shall create additional reports (such as no. of hits on Hindi page, cache ratio, etc.), not exceeding 10 per website.	Yes / No / Explain		
77	Staging and Testing	The CDN must have feature to perform staging and testing for configuration, before pushing to production.	Yes / No / Explain		
78	Origin Server Firewall Check	The vendor shall carryout test at-least once a month to ensure all the origin server are NOT accessible from outside of CDN IPs. The compliance report shall be sent to ISRO HQ every month.	Yes / No / Explain		
79	Unsolicited Communication	Availing the CDN service must not subscribe ISRO email ids to marketing or other unsolicited mails/communication.	Yes / No / Explain		

80	Advertisements	There should not be any advertisements in the procured product/service, even for the OEM's own goods/services or upgrades.	Yes / No / Explain		
81	Security Monitoring during Critical Events	<p>During critical ISRO Mission events (not exceeding total of 20 days per year). The OEM/vendor Engineers must carryout comprehensive monitoring of all ISRO websites through the CDN Dashboard (such as vulnerability exploit attempts, scanning & reconnaissance, bruteforce, forbidden errors, connections from unfriendly nations, web-shell use or upload, denial of service / flooding, etc.).</p> <p>At the end of the monitoring period, a brief report to be submitted to ISRO HQ.</p> <p>The vendor shall quote separate line-item price for per 8 hour shift and payment shall be made based on actual usage.</p>	Yes / No / Explain		
82	L1 Criteria	<p>Only for the purpose of arriving at L1 bidder, the following criteria will be used:</p> <p>(a) Base cost for 614,400 GB = A (b) Cost corresponding to additional 614,400 GB = B (c) Security Monitoring = 3 × per shift cost × 20 days = C</p> <p>Total cost for arriving at L1 bidder = A + B + C</p>	Yes / No / Explain		

Supporting Documents required from Vendor

1. OEM Authorisation Certificate

5 additional documents can be uploaded by the vendor

C.2 Commercial Terms / Bid

Sl. No.	Description	Compliance	Vendor Terms
1	For Item SI No.3 of the Tender (i.e., Cyber Security Monitoring Service), the following to be noted: a) The vendor has to quote for price per 8 hour shift. b) In a day, maximum of one shift will be considered. c) The monitoring will not exceed a total of 20 days (ie., 20 shifts at 1 shift per day) per year. d) The payment shall be made based on actual usage basis against certification by th user Division.	Yes / No / Explain	
2	I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.	Yes / No / Explain	
3	Please indicate clearly on which address the order to be placed in the event of placement of order with Contact Persons Name, E-mail id, Phone No	Yes / No / Explain	
4	The address of your Principal/ agent [if applicable] shall be updated in the ISRO new E procurement portal immediately	Yes / No / Explain	
5	Foreign vendors are not permitted to quote 1. Only Class -I and Class-II Local suppliers as per make in India policy are eligible to participate in the bid. 2. The percentage of local content should be specifically mentioned in the offer, without which the offer will be summarily rejected 3. Preference will be given to Class-I Local Supplier and in their absence, class-II Local supplier will be considered.	Yes / No / Explain	
6	Taxes and other costs, if any.[Please Specify the rates]. Note: All Tax invoices issued by Suppliers/ Service Providers on or after July 01, 2017 shall invariably bear their GST registration number (GSTIN) and the applicable GST rates. In the absence of which, the invoices shall not be processed for payment.	Yes / No / Explain	

7	Delivery Terms [Normal delivery terms - FOR Destination]	Yes / No / Explain	
8	Delivery Period [Please Specify the period, for delay in delivery LD Clause applicable]	Yes / No / Explain	
9	Payment Term: (i) For SI No.1, payment shall be made on quarterly basis, after successful completion of service for the respective quarter duly certified by Focal Point and endorsed by Division Head. (ii) For SI No.2, in case if annual usage exceeds 2,04,800 GB clean traffic the payment shall be released for the actual usage (in GB) of additional clean traffic against certification by the Focal Point. (iii) For SI No.3: Payment shall be made based on actual usage against certification by the Focal Point.	Yes / No / Explain	
10	Quote Validity: Minimum 120 days from the date of Tender opening.	Yes / No / Explain	
11	Security Deposit: In the event of placement of order, you have to submit a Security Deposit by means of a Bank Guarantee/Fixed Deposit Receipt for 3% of the order value, along with your Order Acceptance valid for a period of thirty eight months [3 year Contract period plus two months claim period] from the date of Purchase Order. PI. confirm your acceptance. MSME units are not exempted from Security Deposit	Yes / No / Explain	
12	In case of non-fulfillment of any of the Contractual obligations, the said Security Deposit shall be forfeited either fully or partly.	Yes / No / Explain	
13	This tender is proposed as a DOMESTIC TENDER. This tender is restricted only to Class-I and Class-II Local Suppliers as defined under DPIIT Order dtd 04/06/2020- Preference to Make in India Order-2017 Revision. Non- Local Suppliers need not quote. Foreign OEMs/Agents quoting on behalf of Foreign OEMs are not permitted to quote. High Sea Sales Quotes not permitted. The bids shall be in INR only.	Yes / No / Explain	

14	This is a TWO-PART tender i.e. Techno-Commercial Bid (Part-I) and Price Bid (Part-II) shall be submitted separately. All technical and commercial terms and conditions shall be furnished in the Techno-Commercial Bid while price shall be indicated only in the Price Bid.	Yes / No / Explain	
15	Uploading price details anywhere else other than the price-bid shall lead to unconditional rejection of the tender. Please make note of the same. Tenderers are advised NOT TO UPLOAD any documents revealing the price.	Yes / No / Explain	
16	Purchase preference to eligible vendors are applicable as per extant notifications issued by the Government of India. The Class-I/Class-II Local suppliers, at the time of submitting their offer, shall also indicate percentage of local content and provide self-certification that the item (s) offered meets the local content requirement for Class-I/Class-II Local Suppliers as the case may be. They shall also give details of location (s) at which the local value addition is made.	Yes / No / Explain	
17	The vendor has to compulsorily submit the compliance statement online otherwise their offer will not be considered for further evaluation. Before entering the compliance statement, vendors are advised to refer the detailed specification provided.	Yes / No / Explain	
18	The Technical Specification/ Drawing/ Product Catalogues/ Works Carried by vendor/ Make offered etc. as a single PDF file without any financial details has to be uploaded online mode by the vendor.	Yes / No / Explain	

19	<p>Compensation for damages caused for person, goods or property: The Contractor shall indemnify and hold harmless ISRO HQ and/or any officer, employee or assignee thereof against any loss, damage or expenses resulting from damage to property or personal injury arising out of willful misconduct or gross negligence of the Contractor or their personnel in the execution of work under this Contract. The Contractor shall, at its expense, defend any suit or proceedings brought against ISRO HQ on account thereof, and shall satisfy all judgements and pay all expenses which may be incurred by or rendered against them, or any of them, in connection therewith. The Contractor shall make his own arrangements for transport, canteen, safety, medical and other amenities for his personnel deputed to ISRO HQ. Work under the Contract shall be continued by the Contractor during the pendency of arbitration proceedings, without prejudice to a final adjustment in accordance with the decision of the arbitrator unless otherwise directed in writing by the Department or unless the matter is such that works cannot be possibly continued until the decision (whether final or interim) of the Arbitrator is obtained.</p>	Yes / No / Explain	
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20	<p>Force Majeure:</p> <p>a. Neither party shall bear responsibility for the complete or partial non-performance of any of his obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present Purchase Order/Contract) if the non-performance results from such force majeure circumstances such as, but not restricted to, flood, fire, earthquake, civil commotion, sabotage, explosion, epidemic, quarantine restriction, strike, lock-out, freight embargo, acts of the Government either in its sovereign or Contractual capacity, hostility, acts of public enemy and other acts of god as well as war or revolution, military operation, blockade, acts or actions of State authorities or any other circumstance beyond the control of the parties that have arisen after the conclusion of the present Purchase Order/Contract. b. In such Circumstances, the time stipulated for the performance of an obligation under the purchase order/Contract may be proportionately extended. c. The party for whom it becomes impossible to meet the obligation under this Contract due to force majeure condition, will notify the other party in writing not later than twenty-one days from the date of commencement of the unforeseeable event. Unless otherwise directed by the centre/ unit in writing, the Contractor/supplier shall continue to perform his obligations under the purchase order/Contract as far as is practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event. d. Any certificate issued by the chamber of commerce or any other competent authority or organization of the respective country shall be sufficient proof of commencement and cessation of the above circumstances. either force majeure conditions are applicable only to the prime Contractor and purchaser</p>	Yes / No / Explain	
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21	<p>Arbitration:In the event of any dispute or difference relating to the interpretation and application of the Contract, such dispute or difference shall be settled amicably by mutual consultations of the good offices of the respective parties. If such a resolution is not possible, then unresolved dispute or difference shall be referred to the Sole Arbitrator appointed by Parties in accordance with the rules and procedures of Indian Arbitration and Conciliation Act 1996 or any modification thereof. The decision of the Arbitrator shall be final and binding on both the parties. The expenses for the Arbitration shall be paid as may be determined by the Arbitrator. The Arbitration shall be conducted in Bangalore.</p>	Yes / No / Explain	
22	<p>Termination:Under the normal circumstances, Termination/Short closing of the Purchase Order/Contract is not foreseen. However, ISRO HQ reserves the right to terminate the Contract in whole or in part by giving 30 days notice.</p>	Yes / No / Explain	
23	<p>Applicable Law:The Work Order shall be interpreted, construed and governed by the Laws of India.</p>	Yes / No / Explain	
24	<p>Jurisdiction: The Courts within the Bangalore city shall have jurisdiction to deal with and decide any matter arising out of this contract.</p>	Yes / No / Explain	
25	<p>In cases if the value of quoted item(s) exceed Rs. 10 Crores, the Class- I/Class-II Local Suppliers shall provide a Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. False Declarations will be in breach of the Code of Integrity under Rule 175 (1) (i) (h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.</p>	Yes / No / Explain	

26	Technical Bids will be opened at the scheduled due date & time. No further intimation will be sent in this regard. The schedule for price bid opening shown is only indicative. Price bids will only be opened in the case of parties who have been techno-commercially accepted, the details of which will be communicated at a later stage	Yes / No / Explain	
27	If any of the bidders submit any forged or false documents along with the Tender, such tenders will be summarily rejected and such bidders will be blacklisted for all future tenders.	Yes / No / Explain	
28	Downtown Compensation: In case of non-availability of service for more than 1 hour, downtime compensation at the rate of 0.5% per day (of the quarterly payment) subject to a maximum of 5% shall be recovered.	Yes / No / Explain	
29	Non-Disclosure Agreement (NDA): The party shall treat this agreement and the services associated with it with utmost confidentiality. It shall bind the personnel engaged in the project to maintain secrecy and utmost confidentiality of the technical documents, data and other project-related documentation as well as any other know-how acquired in connection with the agreement.	Yes / No / Explain	

C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	Remark
1	Enterprise Class Premium Secure CDN Service for ISRO/DOS	3.00 Years		-		
2	Additional Price Per GB for Enterprise Class Premium Secure CDN Service for ISRO/DOS	1.00 Lot		-		
3	Cyber Security Monitoring Service	20.00 Days		-		

Common charges (Applicable for all items)

any other charges	
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