

**GOVERNMENT OF INDIA
DEPARTMENT OF SPACE
ISRO TELEMETRY TRACKING & COMMAND NETWORK (ISTRAC)
BANGALORE**

Tender for MUMBAI BANGALORE LINK

Bids to be submitted online

Tender No.: ISTRAC/ISTRAC PURCHASE/TR202300018101 dated 06-11-2023

A. Tender Details

Tender No :	ISTRAC/ISTRAC PURCHASE/TR202300018101
Tender Date :	06-11-2023
Tender Classification:	SERVICES
Purchase Entity :	ISTRAC PURCHASE
Centre :	ISRO TELEMETRY TRACKING & COMMAND NETWORK (ISTRAC)

MUMBAI BANGALORE LINK

This is a Dual Part Tender. Please submit your Offers separately for Technical and Price Bid under relevant Template. Please upload Price Bid under Price Bid only and nowhere else. If price is mentioned anywhere other than Price Bid, your offer will not be considered. 2) Please provide your compliance separately for (a) Performance Bank Guarantee Clause (b) Liquidated Damages Clause (c) Security Deposit Clause (d) Submission of Certificate of Undertaking (e) Make in India Clause

A.1 Tender Schedule

Bid Submission Start Date :	06-11-2023 11:30
Bid Clarification Due Date :	11-12-2023 17:00
Bid Submission Due Date :	18-12-2023 17:00
Bid Opening Date :	19-12-2023 09:00
Price Bid Opening Date :	26-12-2023 10:00

B. Tender Attachments

NA

Instructions To Vendors

1. INSTRUCTIONS TO TENDERERS FOR ONLINE SUBMISSION OF TENDERS THROUGH E-PROCUREMENT SYSTEM

1. a) Bidders shall arrange themselves all resources, including Digital signature certificates and Internet Connections at their own cost, for participating in online tendering.
- b) Vendors can download the tender details and submit their offers online using their vendor accounts (obtained during registration) in our portal. Help demos for tender download and bidding processes are given on home page.
- c) The tender should be submitted online in the ISTRAC link before the due date and time as specified in the tender schedule in the portal.
- d) Vendors shall also take note of other Instructions to tenderers indicated in the tender documents.

2. Conditions for online submission of tenders:

- a) It is mandatory for interested parties to register as vendors in our e-procurement portal <https://eproc.vssc.gov.in/home.html> for participating in online eProcurement process of ISRO. Only registered vendors can submit their offers online in our eProcurement portal.
- b) Vendors who are already registered in the existing EGPS software of ISRO, please register by clicking the link in the email you would have already received from 'eproc@vssc.gov.in'. After registration, do the profile update by login to this portal.
- c) For new vendors, who are not registered in the existing EGPS software, vendor registration will be released along with the portal release. To register as vendors please refer to the help demos listed on the home page of the e-procurement link mentioned above. They may approach help desk (contact details provided on the home page) for any technical help for registration and subsequent process.
- d) OEM details should be added in your E-Procurement profile under Add Agent/Principal without fail.

3. ISTRAC shall not be responsible for failure of vendors in submitting bids online caused due to technical reasons at vendor end such as network or power failures, computer failure, internet-browser, mistakes / errors in filling the bids on line by vendor etc.

4. Procedure for seeking clarifications/help for the tender:

- a) All enquiries regarding the tenders and submission of offers shall be online and only through our eProcurement portal.
- b) Vendors may approach help desk e-mail id and phone number given on the home page for any technical help (e-mail: eproc@vssc.gov.in and Phone: +91471 2565454/4574/2527/3753/3289).

5. Queries by vendors on technical problems on the last day of tender will not be binding on ISTRAC/ISRO for resolving/addressing. ISTRAC will not be responsible for non-submission of bids for those cases.

2. PROFORMA FOR INSTRUCTIONS TO TENDERERS AND TERMS & CONDITIONS OF TENDER

1. a) 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.
- (b) 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 nonacceptance of tender, the tenderer will have to remove the samples at his own expense.
- (c) 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.
- (d) 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.

2. ACCEPTANCE OF STORES: (a) 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. (b) 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. (c) 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. (d) If the whole or any part of the stores supplied are rejected in accordance with Clause No. (c) 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.

3. ARBITRATION : All disputes, differences, claims and demands arising under or pursuant to or touching this agreement shall be referred to Arbitration of a sole Arbitrator to be appointed by the Director, ISTRAC, whose decision/award will be final and binding on both the parties. Such arbitration shall be held in Bangalore and shall be subject to and governed by the provisions of the Arbitration and Conciliation Act of 1996 or any statutory modification or re-enactment thereof. The language to be used in Arbitration is English only.

4. 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.
5. a) Your offer should be valid for 120 days from the date of opening of the tender. b) Prices are required to be quoted according to the units indicated in the annexed tender form. 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.
6. CUSTOMS DUTY : This office is eligible for Concessional Customs Duty @ 5.5% against Ministry of Finance, Department of Revenue, Government of India, vide Customs Notification No.51/96-Cus Dated 23-07-1996 (SI.No.1) and amended under Notification No.93/96 dated 11th December 1996 and 24/2002 dated 01-03-2002
7. 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.
8. TAXES: GST is payable as per applicable rates.
9. GUARANTEE & REPLACEMENT: (a) The Contractor shall guarantee that the stores supplied shall comply fully with the specifications laid down, for material, workmanship and performance. (b) Warranty shall be for the period mentioned in the tender document. 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 the warranty period, by the purchaser who shall state in writing in what respect the stores or any part thereof are faulty. (c) 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 warranty from the date of acceptance thereof. (d) 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. (e) 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 warranty or any other period or as to whether the nature of defects requires renewal or replacement, shall be final, conclusive and binding on the Contractor. (f) To fulfill guarantee conditions outlined in (a) to (e) above, the Contractor shall, at the option of the Purchaser, furnish a Bank Guarantee (as prescribed by the

Purchaser)

10. If the IGST is applicable, the same will be reimbursed if it is reflected in Bill Of Entry. Proof shall be provided while claiming payment.

11. It is to be noted that either Customs Duty or GST is applicable (any one)

12. JURISDICTION : The contract/ purchase order shall be governed by an interpreted and construed in accordance with the laws of India. The courts situated at Bangalore only shall have jurisdiction to deal with and decide any legal matter or dispute arising out of contract/ purchase order.

13. 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.

14. Please provide your compliance for Security Deposit, Performance Bank Guarantee and Liquidated Damages Clause.

15. 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.

16. 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.

17. Sales Tax and/or other duties/levies legally leviable and intended to be claimed should be mentioned in the price bid template. If nothing is mentioned, then it will be presumed that the rate quoted is inclusive of all taxes/duties.

18. SECURITY DEPOSIT: Wherever, the Purchase Order value is Rs. 5.00 Lakhs or more, 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 ten percent 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 in terms of Sub-Clause (ii) and (iii) of clause regarding Delivery. (b) hereof and/or to recover from the Contractor, damages arising from such cancellation.

19. SETTLEMENT OF DISPUTES : Except as otherwise specifically provided in the contract, all disputes concerning question of fact arising under the Contract shall be decided by the Purchaser subject to a written appeal by the Contractor to the Purchaser whose decision shall be final to the parties hereto. Any disputes or differences including those considered as such by only one of the parties arising out of or in connection with the Contract shall be, to the extent possible, settled amicably between the parties. If amicable settlement cannot be reached, then all disputes shall be settled by arbitration.

20. TERMS & CONDITIONS OF TENDER

21. TEST CERTIFICATE: Wherever required, test certificates should be sent along with the despatch documents.

22. The authority of the person signing the tender, if called for, should be produced.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. The term Purchaser shall mean the President of India or his successors or assigns.

29. 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.

3. TENDER TERMS AND CONDITIONS

1. All information in Vendor Specified Terms shall be provided without fail to avoid unnecessary correspondence / delay in process. The same should reach before technical bid opening date and time without fail.

2. a) Order no: F.No.6/18/2019 PPD dated 23.07.2020 of Department of Expenditure), Ministry of Finance

Under Public procurement division for the General Financial rule (GFRs).

3. As per Rule 144(xi) of General Financial Rules, 2017, any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority (i.e., Department for Promotion of Industry and Internal Trade) in line with Order (Public Procurement No. 1, 2 and 3) dated 23/07/2020 and 24/07/2020 or any amendments thereon issued by the Public Procurement Division, Department of Expenditure, Ministry of Finance. Hence, Vendors or Agents of a Vendor (Indian or Others) from a country sharing border with India shall submit the copy of Valid Registration made with DPIIT along with the tender mandatorily, without which the offer will be treated as invalid.

4. A supplier who has been debarred by any procuring entry for violation of this order shall not be eligible

for preference under this order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed.

5. b) Class I local supplier means a supplier or service provider, whose goods, service or works offered for

procurement, has local content equal to or more than 50%, as defined under order.

6. c) Class II local supplier means a supplier or service provider, whose goods, services or works offered

for procurement, has local content more than 20% but less than 50%, as defined under this Order.

7. d) Bidders offering imported products will fall under the category of Non-local suppliers. They cannot claim themselves as Class I Local suppliers/Class II Local suppliers by claiming the services such as transportation, insurance, installation, commissioning, training and after sales service support like

AMC/CMC etc. as local value addition.

8. Delivery Terms: FOR ISTRAC

9. e) Verification of local content:

i) The Class I local supplier/ Class II local supplier at the time to tender, bidding or solicitation shall be required to indicate percentage of local content and provide self certification that the item offered meets the local content requirement for Class I local supplier / Class II local supplier as the case may be. They shall also give details of the location(s) at which the local value addition is made.

10. GENERAL TERMS & CONDITIONS FOR BIDDERS: For this procurement, bids from Class I & class II Local Suppliers are admissible. hence provisions contained in Public Procurement (Preference to Make in India), Order 2017 issued by Department for Promotion of Industry and Internal Trade (DIPP), Ministry of Commerce & Industries vide letter No. P 45021/2/2017 PP(BE II) dated 04.06.2020 and subsequent amendment & directives shall be followed. Accordingly, offer will be evaluated & processed in conformation with above referred GOI order (Specially mentioned below). The bidder shall provide compliance and undertaking as per order and hereafter amendments:

11. If an agent submit bid on behalf of the principal/OEM, the same agent shall not submit a bid on behalf of another principal/OEM in this tender for the same item. If submitted, all offers will be liable for rejection.

12. iii) False declarations will be in breach of the code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules (GFR) 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.

13. ii) In case bid value is in excess of Rs. 10 Cr., Class I local supplier/ Class II local supplier shall be required to 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 respect of suppliers other than companies) giving the percentage of local content.

14. In case the bidders propose any other payment terms in deviation with the standard terms mentioned in the tender enquiry, it may be noted that applicable cash flow implications will be loaded on the prices quoted for commercial comparison of the offers. If advance payments are insisted by the bidders, interest at the rate of MCLR (Marginal Cost Linked Rate) as notified by State Bank of India from time to time shall be loaded on the prices for price comparison.

15. In this tender either the Indian agent on behalf of the principal/OEM or the principal /OEM itself can

bid, but both cannot bid simultaneously for the same item. Indian agents while quoting on behalf of their principals shall provide necessary latest authorisation letter obtained from their principals/manufacturers.

16. Liquidated damages: If the vendor fails to deliver the items on or before the delivery date, or any extension thereafter purchaser shall recover from the vendor as liquidated damages a sum of 0.5% of the contract price of the undelivered stores for each calendar week of delay. The total liquidated damages shall not exceed 10% of the contract price of the unit or units so delayed.

17. Model Certificate for Tenders:

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.

18. Model Certificates for Tenders for Work involving possibility of sub contacting:

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub contracting to contracting from such countries I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub contract any work to a contract form such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.

Provide Compliance for the above in Vendor Specified Commercial Terms.

19. NO EMD AND TENDER FEE.

20. Performance Bank Guarantee (PBG) to be furnished as a security for fulfilment of warranty obligations by the successful vendor after satisfactory execution of purchase order/Contract (3% of the value of the purchase order/Contract). Central SUs/PSE/Autonomous bodies are exempted from the production of Performance Bank Guarantee. Instead; an indemnity bond shall be furnished in lieu of PBG.

21. Product Scope: Class I local supplier/ Class II local supplier shall offer only standard and catalogued product for Equipment / Spares Cards / assemblies. If the above offered Equipment / Cards / Assemblies are under development / to be developed the bid will not be considered.

22. PUBLICITY: No publicity of any kind whatsoever in case of PURCHASE ORDER shall be given by the Supplier without prior permission of the Purchaser.

23. SECRECY: The technical information, drawings, specifications and other related documents, forming part of the CONTRACT, are the property of the Purchaser and shall not be used for any other

purpose, except for execution of the CONTRACT. All rights, including rights in the event of grant of patent and registration of designs are reserved. The technical information, drawings, specifications, records and other documents shall not be copied, transcribed, traced or reproduced in any other form or otherwise in whole and/or duplicated, modified, divulged and/or disclosed to a third party nor misused in any other form whatsoever without Purchasers consent in writing except to the extent required for the execution of this CONTRACT. These technical informations, drawings, specifications and other related documents shall be returned to the Purchaser with approved copies and duplicates, if any, immediately after they have been used for the agreed purpose.

24. Senior Purchase and Stores Officer, ISTRAC, reserves the right to accept or reject any/or all the tenders in part or full without assigning any reasons thereof.

25. Submit the bid on or before due date.

26. Successful vendor has to submit the security deposit. (3 % of the value of the purchase order). Central PSUs/PSE/Autonomous bodies shall be exempted from the payment of security deposit, and instead, an indemnity bond shall be secured from them.

27. VENDORS HAS TO REFLECT THE POINT NO (4), (5) AND (6) IN THEIR BID.

28. TAXES: GST is payable as per applicable rates.

29. 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.

4. CERTIFICATE OF UNDERTAKING

1. A certificate from the bidder shall be enclosed along with their quotation (Technical bid) as per the format enclosed.

2. An AGENT is a person employed to do any act for another, or to represent another in dealings with third person.

3. 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 is : DEPARTMENT FOR PROMOTION OF INDUSTRY AND INTERNAL TRADE (DPIIT)).

4. (b)Control shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders

agreements or voting agreements.

5. Bidder from a country which shares a land border with India for the purpose means:

(a) An entity incorporated, established or registered in such a country; or

(b) A subsidiary of an entity incorporated, established or registered in such a country; or

(c) An entity substantially controlled through entities incorporated, established or registered in a such a country; or

(d) An entity whose beneficial owner is situated in such a country; or

(e) An Indian (or other) agent of such an entity; or

(f) A natural person who is a citizen of such a country; or

(g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

6. **BIDDER** (including the term tenderer, consultant or service provider in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

7. **CERTIFICATE**

8.

COMPANY NAME AND SEAL:

9. **DESIGNATION:**

10. **Explanation:**

(a) Controlling Ownership interest means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;

11. **GOVERNMENT OF INDIA**

DEPARTMENT OF SPACE

ISTRAC, BENGALURU: 560 058.

12. iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.

13. (iii). I/We _____ hereby undertake that if the Certificate is found to be false at any given time ISRO/ISTRAC may treat this as a ground for immediate termination and further legal action in accordance with law can be initiated.

14. ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.

15. (ii). I/We hereby confirm that the country of origin of goods is _____

16. i) In case of a company or Limited Liability Partnership, the beneficial owner is a natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

17. (i). I/WE _____ read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I / We _____ Certify that this bidder is not from such a country.

18. iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

19. I / We _____ Certify that this bidder is from such a country and registered with the Competent Authority (i.e. Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Copy of Registration Certificate is enclosed.

20. NAME:

21. OR*

I/We _____ read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India.

22. Ref:Tender No _____ date _____

Our Quotation No. _____ date _____

23. REQUIREMENT OF REGISTRATION:

24. SIGNATURE:

25. (* Strike out whichever is not applicable).

26. Subject: Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) 2017 - reg.

27. The beneficial owner for the purpose of (6) above will be as under:

28. (TO BE PRINTED ON THE LETTER HEAD OF THE VENDOR)

29. v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

5. MAKE IN INDIA UNDERTAKING (VENDORS SHALL SUBMIT THE BELOW CERTIFICATE ON THEIR LETTER HEAD DULY SIGNED)

1. The type of Class which the vendor belongs: Class-I or Class-II Local Suppliers as defined under DPIIT Order dtd 04/06/2020- Preference to Make in India Order-2017 Revision. (Class I local supplier means a supplier or service provider, whose goods, service or works offered for procurement, has local content equal to or more than 50% & Class II local supplier means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%). NOTE: Bidders offering imported products will fall under the category of Non-local suppliers. They cannot claim themselves as Class I Local suppliers/Class II Local suppliers by claiming the services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc. as local value addition.

2. Percentage of local content for the quoted item.

3. Details of location (s) at which the local value addition is made

4. 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.

C. Bid Templates

C.1 Technical Bid - MUMBAI BANGALORE LINK

1. Communication Links

One time installation charges for Bangalore Mumbai 50Mbps Link1

2. Communication Links

Recurring charges for Bangalore Mumbai 50Mbps Link1

3. Communication Links

One time installation charges for Bangalore Mumbai 50Mbps Link2

4. Communication Links

Recurring charges for Bangalore Mumbai 50Mbps Link2

5. Communication Links

One time installation charges for Bangalore Mumbai 100Mbps Link1

6. Communication Links

Recurring charges for Bangalore Mumbai 100Mbps Link1

7. Communication Links

One time installation charges for Bangalore Mumbai 100Mbps Link2

8. Communication Links

Recurring charges for Bangalore Mumbai 100Mbps Link2

9. Communication Links

One time Upgradation/Downgradation charges between 50Mbps and 100Mbps BW for link1

10. Communication Links

One time Upgradation/Downgradation charges between 50Mbps and 100Mbps BW for link2

Common Specifications (Applicable for all items)

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	SCOPE:	Provisioning of two private MPLS circuits between AWS direct connect datacenter and ISTRAC, Bangalore for an initial period of 1 year to support realtime/offline data over AWS cloud for ISRO missions. Under the scope, the requirement of direct connect and cross connect to AWS gateway is to be envisaged.	Yes / No / Explain		
2	Objective:	Setting up and providing a reliable and secured communication path with two links to enable data transfer within the specified time period	Yes / No / Explain		
3	Requirements:	The communication link shall be established at the following addresses: Node A :ISTRAC/ISRO, PLOT NO. 7 & 8, 2ND PHASE, PEENYA INDUSTRIAL AREA, Chokkasandra Village, BANGALORE – 560 058 Technical contact: Mr. Ravindra ; M: 8095016844/0802809 4122/9449670924, E-Mail: terracom_csg@istrac.org Node B : Unit No. A/1, Boomerang, Chandivali Farm Road Chandivali, Powai Mumbai Maharashtra INDIA 400072	Yes / No / Explain		
4	Technical Specifications:		-		

5	Direct Connection type	Hosted Direct Connect	Yes / No / Explain		
6	Network Provider	Authorized AWS(Amazon Web Services) direct connect Partner only	Yes / No / Explain		
7	No of links:	Two links between Node A and Node B	Yes / No / Explain		
8	Type of circuit:	Managed Private MPLS-Layer3 VPN	Yes / No / Explain		
9	Bandwidth	Initial 50Mbps upgradeable to 100Mbps	Yes / No / Explain		
10	Application	Real Time mission critical data transfer	Yes / No / Explain		
11	Class of Service	Top most COS with highest priority.	Yes / No / Explain		
12	Contention Ratio:	ratio (1:1)	Yes / No / Explain		
13	Security Requirement –	No Public network should be included in the solution.	Yes / No / Explain		
14	Interface:	Ethernet/FE/GE at both the ends	Yes / No / Explain		
15	Jitter :	<=2ms end to end	Yes / No / Explain		
16	Packet loss :	<= 1% measured during any given time	Yes / No / Explain		
17	End to end latency:	<= 20ms	Yes / No / Explain		
18	Availability:	99.5% or better End to End	Yes / No / Explain		
19	Initial Contract period	1 Year	Yes / No / Explain		
20	Delivery Schedule	With in 2months from the date of release of PO	Yes / No / Explain		
21	Features		-		

22	Features 1	Connectivity from End to End, including the local loop shall be of optical fibre connectivity with dedicated end equipment at Bangalore and can have shared equipment at Mumbai, installed and maintenance of the equipment is the responsibility of the vendor.	Yes / No / Explain		
23	Features 2	Last mile fiber connectivity at both the locations should be of ring architecture.	Yes / No / Explain		
24	Features 3	The party should submit the escalation matrix (corporate help desk, emails & phone no.) during delivery period and operational phase.	Yes / No / Explain		
25	Features 4	Apart from establishing the link End to End, the party needs to coordinate with the agencies involved for laying the optical fibre cable, right of way, get the required permits & licenses etc., from the concerned authorities/regulatory bodies.	Yes / No / Explain		
26	Features 5	The End to End communication link establishment shall be the responsibility of the vendor in total and shall include all the necessary coordination in delivering the End to End circuitry.	Yes / No / Explain		
27	Terms and Conditions		-		

28	Terms and Conditions 1	At Node B, Cross connect between AWS Direct connect device and CPE router is the responsibility of the vendor. Price for cross connect shall be included in OTC in the commercial bid. Establishment and maintenance of cross connect is the responsibility of the vendor.	Yes / No / Explain		
29	Terms and Conditions 2	Vendor should assist in establishing peering between AWS gateway and ISTRAC equipment	Yes / No / Explain		
30	Terms and Conditions 3	Vendor shall abide to ISTRAC terms for configuration change based on the mission requirements during the contract period. Configuration change should be implemented in less than 2 weeks time from the date of firm request.	Yes / No / Explain		
31	Terms and Conditions 4	Vendor may note that ISTRAC is opting for 1 private VIF	Yes / No / Explain		
32	Terms and Conditions 5	Router at both the nodes shall be provided and managed by the service provider	Yes / No / Explain		
33	Terms and Conditions 6	Vendor shall provide latest CISCO router compatible to our requirement at both the ends with minimum 2 Ethernet/FE/GE interfaces.	Yes / No / Explain		
34	Terms and Conditions 7	Vendor should be the authorised AWS direct connect partner and should provide hosted connection. Vendor shall provide the authorised AWS partner certificate.	Yes / No / Explain		
35	Terms and Conditions 8	The party shall have sufficient experience in providing MPLS circuits for AWS connectivity	Yes / No / Explain		

36	Terms and Conditions 9	ISTRAC shall have the right to terminate the contract for a particular link if the performance of the link falls below 95% of availability consecutively for 3 months and payment will be made till the termination date only on pro-rata basis.	Yes / No / Explain		
37	Terms and Conditions 10	ISTRAC shall make arrangements for providing rack space, electrical and air conditioning, and access permission at reasonable time at Bangalore. At Mumbai all arrangements shall be managed by vendor	Yes / No / Explain		
38	Terms and Conditions 11	ISTRAC shall carry out the test E2E and check for the performance to qualify the link and shall issue the acceptance letter based on this test results. Vendor should support the test from Mumbai end.	Yes / No / Explain		
39	Terms and Conditions 12	Proactive monitoring of the link shall be carried out 24*7 by the vendor and the trouble ticket should be opened automatically if any node goes down.	Yes / No / Explain		
40	Terms and Conditions 13	Down time for a link is defined as a capacity outage, which shall start at the trouble ticket being opened and end when the trouble ticket is being closed.	Yes / No / Explain		
41	Terms and Conditions 14	Down time shall also be accounted for non-availability of requested bandwidth during the contract period for use.	Yes / No / Explain		

42	Terms and Conditions 15	Webportal access shall be provided to monitor the node down timings, availability, node traffic throughput.	Yes / No / Explain		
43	Terms and Conditions 16	Service unavailability doesn't include outages due to the following reasons: 1) Any outage due to customer provided power or equipment's 2) Any outage attributable to Force Majeure Events 3) Any planned outage for maintenance activities like switch over, software upgrade etc.	Yes / No / Explain		
44	Terms and Conditions 17	The service unavailability time shall be calculated, on a monthly basis, and the service unavailability credit shall be adjusted in the bill. The formula followed by the party shall be as follows: [Total time per month- (sum of all down time in a month)] Service Availability =----- -----x 100 Total time per month	Yes / No / Explain		
45	Terms and Conditions 18	The target value of the availability of the circuit should be 99.5%. If the availability falls below 99.5%, rebate should be provided on slab basis as given below or better. Duration of Service unavailability Service level Credit 0---216 Minutes No Credit 217---480 Minutes 2% of MRC (Monthly Recurring Charge) 481---1080 Minutes 5% of MRC 1081---1440 Minutes 10% of MRC For each subsequent 24-hour period thereafter 3% of MRC	Yes / No / Explain		

46	Terms and Conditions 19	Whenever there is a breakdown of the link, the vendor need to submit Root Cause Analysis (RCA) and Reasons for Outage (RFO) report	Yes / No / Explain		
47	Terms and Conditions 20	Payment terms: One time charges: The onetime charges shall be made along with the first quarterly bill payment. Recurring charges: The recurring charges shall be made at the end of each financial quarter or quarterly basis after satisfied service and duly certified by the Engineer in charge. Commencement of payment of recurring charges shall be accounted only from the date of acceptance of the link by ISTRAC.	Yes / No / Explain		
48	Terms and Conditions 21	The initial contract is for a period of 1 Year. However ISTRAC shall have the right to renew the contract in multiples of 1 ,2 ,3 or 4 till 5 years on the same terms and conditions.. The link can be terminated with one month notice in advance after the initial contract of 1 year and shall hold the same during the extended period of contract.No Early Termination Charges (ETC) shall be applicable. Payment shall be made till the termination date only.	Yes / No / Explain		
49	Terms and Conditions 22	The party shall share the details of the third party vendors in the circuit build up.	Yes / No / Explain		
50	Terms and Conditions 23	Site to site(Bangalore to Mumbai) VPN shall be configured. Vendor shall ensure suitable licenses are available in CISCO routers	Yes / No / Explain		

51	Terms and Conditions 24	Routers should have security license and vendor should have provision to configure IPSec tunnel with 256 bit encryption.Exact configuration shall be discussed during the delivery phase.	Yes / No / Explain		
52	Terms and Conditions 25	Vendor shall ensure the availability of suitable warranty for the routers and accessories for the period of contract/Extension period.	Yes / No / Explain		
53	Terms and Conditions 26	Vendor has to quote for 50Mbps and 100Mbps bandwidth applicable.ISTRAC shall have the right to choose the Bandwidth during order placement.	Yes / No / Explain		
54	Terms and Conditions 27	ISTRAC shall have the right to upgrade/downgrade between 50/100Mbps during the contract period and payment shall be made as per commercials offered on pro rata basis.	Yes / No / Explain		
55	Terms and Conditions 28	ISTRAC shall have the right to place the order to different service providers for link1 and link2 separately to avoid total network failure at all the nodes respectively.	Yes / No / Explain		

56	Terms and Conditions 29	Selection criteria for two links. (A) Commercially L1 for selected service and bandwidth will be considered for first link (who so ever is less). (B) Commercially selected L1 vendor under Sl.No A will not be considered for selection of the second link. (C) Commercial L1 of selected service and bandwidth for the second link will be considered for placement. However Vendor shall quote for both the B/w's .	Yes / No / Explain		
57	Terms and Conditions 30	In the event of only one Vendor is participating and offering for both the circuits then vendor may be considered for order placement for both the links.	Yes / No / Explain		
58	Terms and Conditions 31	SNMP credentials : Service provider shall configure SNMP and provide the Read Only access to the router for ISTRAC/ISRO to use its in-house developed monitoring software.	Yes / No / Explain		
59	QoS		-		
60	QoS Feature 1	QoS services shall be offered for MPLS link	Yes / No / Explain		
61	QoS Feature 2	The exact QoS requirement of ISTRAC shall be communicated after placement of order	Yes / No / Explain		
62	QoS Feature 3	Vendor shall offer all QoS features as a part of deliverable.	Yes / No / Explain		

Supporting Documents required from Vendor

5 additional documents can be uploaded by the vendor

C.2 Commercial Terms / Bid

Sl. No.	Description	Compliance	Vendor Terms
1	delivery should be within 2 months from date of release of PO	Yes / No / Explain	
2	Payment Term (Pro-rata Quarterly payment after satisfactory completion of the services. One time charges shall be made along with first quarterly bill payment.)	Yes / No / Explain	
3	Taxes and other costs, if any	Yes / No / Explain	
4	Delivery Period	Yes / No / Explain	
5	Delivery Term	Yes / No / Explain	
6	Security Deposit: FD or BG for 3% of PO value to be submitted after receipt of PO and valid till completion of link period.	Yes / No / Explain	
7	Performance Bank guarantee : BG for 3% of PO value to be submitted while claiming payment valid till end of warranty period with a claim period of 60 days.	Yes / No / Explain	
8	SD-cum-Warranty (PBG) (in lieu of SD & PBG as a single instrument): BG for 3% of PO value to be submitted after receipt of PO valid till end of warranty period with a claim period of 60 days.	Yes / No / Explain	
9	DELAY IN COMPLETION / LIQUIDATED DAMAGES: If the Contractor fails to establish the links 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 each calendar week of delay. The total liquidated damages shall not exceed ten percent (10 percent) of the Contract price of the Links.	Yes / No / Explain	

10	Down Time Compensation : In case, if Break-Down Calls are not attended within 24 hours from the time of intimation/lodging the complaint, Down Time Compensation at the rate of 1% of the CAMC value of that particular component/section shall be levied every extra day subject to a maximum of 10% of the PO value of that particular component/section in case the Vendor is not able to respond the issue even after 24 hours from the time of reporting of the issue.	-	
11	Warranty	Yes / No / Explain	
12	Validity	Yes / No / Explain	
13	Name and Address of the company on whom purchase order to be placed (OEM if any should be added in your E-Procurement profile under Add Agent/Principal without fail). Address indicated here must be available in your profile as a Principal/Agent failing which PO will be placed on the e-procurement address available in the profile.	Yes / No / Explain	
14	Certificate of Undertaking: Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods or services (including consultancy services and non consultancy services) or works (including turn-key projects) only if the bidder is registered with the Competent authority (i.e. DPIIT). Hence, it is mandatory to furnish Certificate of Undertaking as indicated in the tender document.	Yes / No / Explain	
15	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 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	

16	<p>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.</p> <p>Purchase preference to eligible vendors are applicable as per extant notifications issued by the Government of India.</p> <p>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.</p> <p>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. 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	
17	Percentage of local content for the quoted item.	Yes / No / Explain	
18	Details of location (s) at which the local value addition is made	Yes / No / Explain	
19	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	

20	GeM Seller ID: As per Gol OM No. 6/9/2020-PPD dated 24.08.2020 and DO No. 170/CEO-GeM/2020, sellers providing Goods and Services to Central Government Organizations shall be registered on GeM and obtain a unique GeM registered ID. Hence please get registered in GeM and furnish your GeM Seller ID.	Yes / No / Explain	
21	Any other terms	Yes / No / Explain	

C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	Remark
1	Communication Links One time installation charges for Bangalore Mumbai 50Mbps Link1	1.00 Lot		-		
2	Communication Links Recurring charges for Bangalore Mumbai 50Mbps Link1	1.00 Years		-		
3	Communication Links One time installation charges for Bangalore Mumbai 50Mbps Link2	1.00 Lot		-		
4	Communication Links Recurring charges for Bangalore Mumbai 50Mbps Link2	1.00 Years		-		

5	Communication Links One time installation charges for Bangalore Mumbai 100Mbps Link1	1.00 Lot		-		
6	Communication Links Recurring charges for Bangalore Mumbai 100Mbps Link1	1.00 Years		-		
7	Communication Links One time installation charges for Bangalore Mumbai 100Mbps Link2	1.00 Lot		-		
8	Communication Links Recurring charges for Bangalore Mumbai 100Mbps Link2	1.00 Years		-		
9	Communication Links One time Upgradation/Downgradation charges between 50Mbps and 100Mbps BW for link1	2.00 Times		-		
10	Communication Links One time Upgradation/Downgradation charges between 50Mbps and 100Mbps BW for link2	2.00 Times		-		

Common charges (Applicable for all items)

P&F Charges	
Freight Charges	
Installation Charges	
Documentation & Handling Charges	
Other Charges (If any)	