

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

Tender for AMC for Fujitsu Servers

Bids to be submitted online

Tender No.: ISTRAC/ISTRAC PURCHASE/TR202400001901 dated 04-05-2024

A. Tender Details

Tender No : **ISTRAC/ISTRAC PURCHASE/TR202400001901**

Tender Date : **04-05-2024**

Tender Classification: **GOODS**

Purchase Entity : **ISTRAC PURCHASE**

Centre : **ISRO TELEMETRY TRACKING & COMMAND NETWORK (ISTRAC)**

AMC for Fujitsu Servers

Please provide compliance specifically for the following: 1. Security deposit clause 2.. Down time compensation 3. Certificate of undertaking 4. MII Compliance

A.1 Tender Schedule

Bid Submission Start Date : **04-05-2024 15:55**

Bid Clarification Due Date : **17-05-2024 17:00**

Bid Submission Due Date : **31-05-2024 14:00**

Bid Opening Date : **31-05-2024 14:30**

B. Tender Attachments

Technical Write-up/Drawings

Document : Annexure-II

Document : Annexure-III

Document : Annexure-I

Instructions To Vendors

4. GENERAL TERMS AND CONDITIONS FOR CAMC

1. Adequate number of mechanics and supervisors should be engaged, with proper materials, tools/plants for satisfactory operations and execution of the contract.

2. Fall Clause :

The Service charges quoted by you shall in no event exceed the lowest charges at which you service machines of identical description to any other party during the period of this contract. If at any time during the said period you reduce the servicing charges of such machines to any other party, you shall forthwith notify such reduction or service charges applicable to the Purchase Officer, ISTRAC Bangalore and the charges payable under the contract for the servicing done after the date of coming into force of such reduction or servicing charges, shall stand correspondingly reduced.

3. If any of the personnel of the contractors shall break, deface, injure or destroy any part of the building in which they may be working or any building, road, kerbs, fence, enclosure water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grass land or if any damage shall happen to the work while in progress, the contractor shall make good the same at his own expense or in default the department may cause the same to be made good by other agency at the risk and cost of the contractor.

4. In case the contractor fails to carry out the works to the satisfaction of Department and if there is any disruption in the smooth functioning of the activities, Department reserves the right to make alternate arrangements for execution of work at the risk and cost of the contractor.

5. It shall be the sole responsibility of the contractor to settle disputes, if any, arising out of the employment between himself and the labourers engaged by him and the Department will not in any

way be responsible in the event the labourers approach the competent authority under the act or the court. The entire expenses in this behalf shall be borne by the contractor.

6. The contractor or his responsible representatives should be available in the premises to control his workmen and take down instructions from and carry out the servicing to the entire satisfaction of the Department.

7. The contractors are wholly responsible for any accident and compensation payable to the personnel employed by them and working under their control. They should keep department fully indemnified against any claim in this regard.

8. The contractor shall duly comply with all the requirements of the labour laws, viz., minimum wages act, wherever it is applicable, contract labour (Regulation and Abolition) Act, Workmen's Compensation Act, Provident Fund Act and rules made thereunder, Employees State Insurance Act and other acts as applicable from time to time and shall keep Department fully indemnified and harmless against any action or proceedings, costs or claims, loss or any liability arising due to this contract at the instance of the labourer employed by the contractor, or if authorities under the respective acts and against breach of any of the provisions of the above said acts.

9. The contractor shall engage labourers who have completed 18 years of age only and they shall be physically fit and should not be suffering from any communicable diseases. Contractor shall be responsible for covering the risks of labourers and other technical personnel deputed for the servicing work at our premises.

10. The contractor shall make his own arrangements for safeguarding his material and the Department will not be responsible for any loss.

11. The contractor should arrange the work in the time stipulated, subject to security checks and restrictions of the Department. Contractor's workmen should wear the badges assigned to them while working for identification.

12. The decision of ISTRAC shall be the final with regard to satisfactory maintenance of the contract and is binding on the contractor.

13. The Department reserves the right to ask the contractor to dispense with the services of any labourer who is reported to be of doubtful integrity/unwholesome behaviour.

14. The Department shall be at liberty to recover Income Tax at source as applicable.

15. The supply of the materials and implements required for the work connected with the execution of the contract will be the responsibility of the contractor.

16. The workmen employed by the contractor in our premises will have to strictly adhere to the discipline of the Department. Wherever necessary you will have to furnish your men with safety appliances and ISTRAC will not be responsible for accidents or injuries caused to your men during the course of work.

5. 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.

6. 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.

7. 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.

8. 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 (Sl.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.

C. Bid Templates

C.1 Technical Bid - AMC for Fujitsu Servers

1. AMC of servers: AMC for Fujitsu Servers for First year starting from date of release of PO for all the items listed in Annexure – I and as per Specifications.

2. AMC of servers : AMC for Fujitsu Servers for Second year starting from the expiry of the First year AMC period for all the items listed in Annexure – I and as per Specifications.

3. AMC of servers : AMC for Fujitsu Servers for Third year starting from the expiry of the Second year AMC period for all the items listed in Annexure – I and as per Specifications.

Common Specifications (Applicable for all items)

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	System Configuration Details-1.1	AMC for the Fujitsu Servers deployed at ISTRAC, Bangalore, has to be offered as per the details provided in Annexure-I.	Yes / No / Explain		
2	System Configuration Details-1.2	Vendor should offer Third Party support package for First year starting from date of release of PO for all the items listed in Annexure – I.	Yes / No / Explain		
3	System Configuration Details-1.3	Vendor should offer Third Party support package for Second year starting from the expiry of the First year AMC period for all the items listed in Annexure – I.	Yes / No / Explain		
4	System Configuration Details-1.4	Vendor should offer Third Party support package for Third year starting from the expiry of the Second year AMC period for all the items listed in Annexure – I.	Yes / No / Explain		

5	System Configuration Details-1.5	Any other charges/taxes applicable should be mentioned clearly and separately. The monthly AMC cost for each type of hardware will be derived from vendor's commercial offer for the corresponding hardware on prorata basis	Yes / No / Explain		
6	AMC Period and Scope-2.1	Third Part Support package should be offered for a period of three (03) years starting from the date of release of the purchase order for the hardware mentioned in Annexure-I.	Yes / No / Explain		
7	AMC Period and Scope-2.2	The vendor should agree to include items of similar type during the contract period & AMC rate shall be applicable on pro-rata basis.	Yes / No / Explain		
8	AMC Period and Scope-2.3	Third Party support for 8*5 NBD support with advanced replacement against failure has to be offered for the hardware mentioned in Annexure-I.	Yes / No / Explain		
9	AMC Period and Scope-2.4	The Maintenance Agency should agree to remove some or all the items listed in Annexure-I from AMC on written request from ISTRAC any time during the period of maintenance. ISTRAC will give three months advance notification for removal of items from AMC	Yes / No / Explain		
10	AMC Period and Scope-2.5	The contract shall stand cancelled with three months' notice at any time during the contract due to unsatisfactory performance of the vendor.	Yes / No / Explain		

11	AMC Period and Scope-2.6	In case of disk failure, when Maintenance Agency replaces the disk, it should be noted that the failed Hard disk drives will not be returned back.	Yes / No / Explain		
12	AMC Period and Scope-2.7	The Vendor should not assign, sublet or delegate this contract or any part thereof without ISTRAC's written consent.	Yes / No / Explain		
13	AMC Period and Scope-2.8	Corrective maintenance shall be carried out as and when required due to malfunction/out-of-order of the systems.	Yes / No / Explain		
14	AMC Period and Scope-2.9	The Maintenance Engineer should be an Experienced certified administrator to handle the mentioned System maintenance.	Yes / No / Explain		
15	AMC Period and Scope-2.10	It is the responsibility of the vendor to coordinate with the Third party and carryout all the activities involved in any hardware troubleshooting/ replacement.	Yes / No / Explain		
16	AMC Period and Scope-2.11	Vendor shall submit on Third Party OEM's letter head mentioning the following - a) Third Party has authorized the Vendor to participate in the tender. b) Third Party shall support the AMC on agreed SLA. c) Failed hard disks will not be returned back by ISTRAC during AMC period replacements Submission of Third Party's certification as stated above is a mandatory requirement. It should be included under Vendor's Documents submitted along with the offer.	Yes / No / Explain		

17	AMC Period and Scope-2.12	Procurement of replacement spare parts, paying duty as applicable shall be the responsibility of the Maintenance Agency.	Yes / No / Explain		
18	AMC Period and Scope-2.13	Comprehensive maintenance service to be provided by Maintenance Agency during contract period that shall include but not limited to corrective and preventive maintenance of the systems in satisfactory working order and shall include carrying out of repairs, servicing, replacement of defective parts, firmware and software up gradation of the components, wherever applicable. Whenever a new firmware release, upgrade, microcode upgrades are available, the same has to be intimated to ISTRAC and access to the same has to be provided. If in case ISTRAC decides to go for such an upgrade, the maintenance agency should carry out the activity.	Yes / No / Explain		
19	AMC Period and Scope-2.14	ISTRAC shall have no role to play in the import of replacement parts during the maintenance period. It is distinctly understood that the Maintenance Agency shall be entirely responsible for imports of spares required for fulfilling their commitment regarding uptime for the systems throughout the period of contract. Procurement of replacement spare parts paying duty as applicable shall be the responsibility of the Maintenance Agency.	Yes / No / Explain		

20	AMC Period and Scope-2.15	The response time of Maintenance Engineer shall be within 24 hrs in case of any problem reported. Response time shall be the elapsed time between the time of notification to the Maintenance Agency office and the point of Maintenance Engineer reporting at ISTRAC.	Yes / No / Explain		
21	AMC Period and Scope-2.16	The annual maintenance charge covers all parts, labor, transport and repair necessary to keep the covered equipment in good working order and provides unlimited calls for service. Average response time will be within 24 hours from receipt of call. Repair time should be within 72Hours from first response.	Yes / No / Explain		
22	AMC Period and Scope-2.17	The replacement of the failed component should be made with a new component and not with any repaired/refurbished component.	Yes / No / Explain		
23	AMC Period and Scope-2.18	The vendor should note that the failure of the replaced component should not occur within next three months from the date of replacement.	Yes / No / Explain		
24	AMC Period and Scope-2.19	It should be noted that the failed component will not be given to the vendor until the time replacement is complete and the system is tested for proper functionality.	Yes / No / Explain		

25	AMC Period and Scope-2.20	Replacement of defective parts should be arranged by vendor at no extra cost to ISTRAC. The defective device/part should be replaced by the same specification/make preferably with the same part number of the OEM of the failed items and, in case these are not available, the device/part with higher specification has to be installed. The replacement of the failed component should be made with a new component and not with any repaired/refurbished component.	Yes / No / Explain		
26	AMC Period and Scope-2.21	The Maintenance Agency should maintain a log of system failure and corrective / preventive maintenance and furnish the same to ISTRAC on quarterly basis.	Yes / No / Explain		
27	AMC Period and Scope-2.22	The annual maintenance charge shall cover all parts, labor, and repair necessary to keep the items in good working condition	Yes / No / Explain		
28	AMC Period and Scope-2.23	Please note that ISTRAC may choose the period of contract or number of quantity for any of the items listed in Annexure-I based on the offers received.	Yes / No / Explain		
29	Notes To The Vendor-3.1	The Systems are located at ISSDC, Byalalu campus of ISTRAC, Bangalore. Vendor has to provide maintenance service of these systems at this locations.	Yes / No / Explain		

30	Notes To The Vendor-3.2	Please note that vendor has to quote section/items wise price against each line items as per the Annexure-I and also submit the component wise pricing details as an attachment in the format mentioned in Annexure-II	Yes / No / Explain		
31	Notes To The Vendor-3.3	Please note that vendor needs to submit the filled Annexure-III to show that the vendor has experience in maintaining similar Infrastructure	Yes / No / Explain		
32	Notes To The Vendor-3.4	Please note that ISTRAC may choose the period of contract for any of the sections or any of the items listed in Annexure-I based on the offers received before release of the contract.	Yes / No / Explain		
33	Notes To The Vendor-3.5	Vendor shall offer the AMC for items mentioned in Annexure-I for fourth and fifth years as an option & to be attached separately. ISTRAC may choose to exercise the option for fourth & fifth year suitably based on requirement and satisfactory services from the vendor.	Yes / No / Explain		
34	Notes To The Vendor-3.6	The vendor should provide Technical Compliance statement in detail against all the specifications clearly	Yes / No / Explain		

Supporting Documents required from Vendor

1. MAF Certificate

2. Additional quote (in applicable)

3. Proof of carrying out similar work in recent past

4. Detailed Techno Commercial BOM (with item wise)

5. Any other relevant document required as per specifications

5 additional documents can be uploaded by the vendor

C.2 Commercial Terms / Bid

Sl. No.	Description	Compliance	Vendor Terms
1	Please provide all the necessary documents as per specifications	Yes / No / Explain	
2	Payment Term (Our normal terms of payment is 100% within 30 days from the date of receipt and acceptance of the item at our site)	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 supply & acceptance.	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	Down Time Compensation: Down time Compensation at the rate of 1% of the PO value of that particular component/section shall be levied per every extra day subject to a maximum of 10% of the PO value of that particular component/section in case the vendor is not responding to break-down calls even after 24 hours from the time of reporting of the issue.	Yes / No / Explain	
10	Warranty	Yes / No / Explain	
11	Validity	Yes / No / Explain	

12	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	
13	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	
14	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	

15	<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	
16	Percentage of local content for the quoted item.	Yes / No / Explain	
17	Details of location (s) at which the local value addition is made	Yes / No / Explain	
18	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	

19	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	
20	Any other terms	Yes / No / Explain	

C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	Remark
1	AMC of servers: AMC for Fujitsu Servers for First year starting from date of release of PO for all the items listed in Annexure – I and as per Specifications .	1.00 Years		-		
2	AMC of servers : AMC for Fujitsu Servers for Second year starting from the expiry of the First year AMC period for all the items listed in Annexure – I and as per Specifications .	1.00 Years		-		

3	AMC of servers : AMC for Fujitsu Servers for Third year starting from the expiry of the Second year AMC period for all the items listed in Annexure – I and as per Specifications	1.00 Years		-		
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Common charges (Applicable for all items)

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