

राष्ट्रीय ध्रुवीय एवं समुद्री अनुसंधान केन्द्र

NATIONAL CENTRE FOR POLAR & OCEAN RESEARCH

(Ministry of Earth Sciences, Govt. Of India)

Headland Sada, Vasco-da-Gama

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www.ncpor.res.in



TENDER NO : NCPOR/PR1662/PT02

TENDER DOCUMENT FOR

SUPPLY OF ENDPOINT PROTECTION SOLUTION- LAN BASED

राष्ट्रीय ध्रुवीय एवं समुद्री अनुसंधान केन्द्र
National Centre for Polar & Ocean Research
(Ministry of Earth Sciences, Govt. Of India)
Headland Sada, Vasco-da-Gama GOA 403 804, INDIA
Tel: 91- (0) 832 2525571, 91- (0) 832 2525573
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NOTICE INVITING TENDER (NIT)

Director, National Centre for Polar & Ocean Research (NCPOR) invites sealed tenders in two-parts (part I – Technical bid & part II Financial bid) super scribing Tender No. Item and due date from eligible/well established / reputed manufacturers / authorized and bonafide vendors for the following item,

Sl. No.	Tender No.	Description of Item	Qty.	EMD (Rs)
01	NCPOR/ PR1662/PT02	Supply, Installation of Endpoint Protection Solution –LAN	01 No.	14000.00

Bid Submission End date : 31.07.2023/ 11.00 hrs

Bid Opening Date : 31.07.2023/ 11.30 hrs

Bidders can download tender document from NCPOR website <http://www.ncpor.res.in> OR CPP portal <https://eprocure.gov.in/epublish/app>

Tender Bids will be accepted in the Manual / Physical form only. NCPOR is not responsible for any postal delays.

The quotations will be opened on 31.07.2023 at 11.30 hrs in the presence of tenderers or their authorized representatives present if any. The Director, NCPOR reserves the right to accept or reject any quotation in full or part thereof without assigning any reason.

Sd/-
Director, NCPOR

TENDER SUMMARY

1.	Tender No.	NCPOR/PR1662/PT02	
	Item Description	Supply of Endpoint Protection Solution -Lan Based	
	Quantity	01 No. (One)	
	Specification	As per Annexure I	
2.	Instructions to the Bidders	As per Annexure II	
2.	General Terms and Conditions	As per Annexure III	
3.	EMD	<p>Bidders shall submit EMD along with their tender, either by DD drawn in favor of Director, NCPOR, for a sum of ₹ 14000/- (Rupees Fourteen Thousand only) payable at Vasco-da-Gama only.</p> <p style="text-align: center;">Or</p> <p>In the form of a bank guarantee for a sum ₹ 14000/- (Rupees Fourteen Thousand only) payable at Vasco-da-Gama only.</p> <p>EMD may also be submitted in the form of Insurance Security Bond or Fixed Deposit Receipt or online payment transfer.</p>	
4.	Critical Dates	Date (DD/MM/YYYY)	Time IST (Hrs. Mins)
	Tender Publishing date	17.07.2023	16.30
	Document download start date	17.07.2023	16.30
	Document download end date	31.07.2023	11.00
	Seek Clarification end date	24.07.2023	17.00
	Bid Submission start date	17.07.2023	16.30
	Bid Submission end date	31.07.2023	11.00
	Bid opening date	31.07.2023	11.30

TECHNICAL SPECIFICATION FOR SUPPLY OF ENDPOINT PROTECTION SOLUTION -LAN BASED

A) Technical Specification for End Point Protection Server (bundle) - 1 server.

- 1) Proposed solution should have modules including Antimalware, Vulnerability Protection, Firewall, Application control, FIM (File Integrity Monitoring), Log correlation, C&C (Command & Control) prevention and Recommendation scan must be available in single agent having with agentless and agent-based capabilities supporting multiple platforms of server operating systems including Windows, Linux RedHat, CentOS, Oracle, Debian, SUSE, Ubuntu, Solaris, AIX, Amazon Linux, Cloud Linux.
- 2) Should provide automatic recommendations against existing vulnerabilities, dynamically tuning IDS/IPS sensors (Selecting rules, configuring policies, updating policies) provide automatic recommendation of removing assigned policies if vulnerability no longer exists.
- 3) Management of proposed solution should support both window as well as Linux platform also support the logging of events to a non-proprietary, industry-class database such as MS-SQL, Oracle, and PostgreSQL.
- 4) Should have pre and post execution machine Learning and should have Ransomware Protection in Behavior Monitoring having customized rule creation supporting pattern matching like Regular Expressions or simpler String Patterns. The rule will be triggered on a match also ability to set dependency on another rule will cause the first rule to only log an event if the dependent rule specified also triggers.
- 5) Solution should prevent unknown and uncategorized applications from running on critical servers also should have ability to scan for an inventory of installed software & create an initial local ruleset also change or new software should be identified based on File name, path, time stamp, permission, file contents etc.
- 6) Product should support CVE (Common Vulnerabilities and Exposures) cross referencing when applicable for vulnerabilities also should have feature to take backup of infected files and restoring the same and rules should be auto- Provisioned based on Server Posture. De-provisioning of rules should also be automatic if the vulnerability no longer exists.
- 7) Solution should be able to track addition, modification, or deletion of Windows registry keys and values, access control lists having automated recommendation of integrity rules to be applied as per Server OS and can be scheduled for assignment/un-assignment when not required.
- 8) Solution should have a Log Inspection module which provides the ability to collect and analyze operating system, databases and applications logs for security events and should provide predefined out of the box rules for log collection from standard applications like OS, Database, Web Servers etc. and allow creation of custom log inspection rules as well also must support decoders for parsing the log files being monitored having automatic recommendation of rules

for log analysis module as per the Server OS and can be scheduled for automatic assignment/un-assignment of rules when not required.

- 9) Should be capable of monitoring critical operating system and application elements files, directories, registry keys to detect suspicious behavior, such as modifications, or changes in ownership or permissions also proposed HIPS (Host Intrusion Prevention) and Endpoint Security solution should be managed from same common centralized management console for holistic visibility also.
- 10) Proposed OEM should have its datacenter and TAC support center locally present in India and must have its bug bounty program and have contributed at least 30 zero day/undisclosed vulnerabilities of Microsoft continuously from past 5 years and data should be publicly available.

B) Technical specification for client (endpoint protection) - 300 Users

- 1) Endpoint solution should have capability of AV (Anti-Virus), Vulnerability Protection, Firewall, Device control, Application Control, Virtual Patching, DLP (Data Leakage Prevention) capabilities in a single agent also should have add EDR (Endpoint Detection and Response) and XDR (Cross Detection and Response) capability for future requirement.
- 2) Proposed solution should have Pre and Runtime machine learning capability also file reputation - Variant protection - Census check - Web reputation and predictive machine learning capability.
- 3) Advanced malware and ransomware protection: Defend endpoints—on or off the corporate network- against malware, Trojans, worms, spyware, ransomware, and adapts to protect against new unknown variants and advanced threats like crypto malware and fileless malware.
- 4) Endpoint vulnerability protection should scan the machine and provide CVE number visibility and accordingly create rule for virtual patch against vulnerability.
- 5) Behavior monitoring along with ransom ware protection engine, ransom ware engine should have feature to take backup of ransom ware encrypted files and restoring the same.
- 6) Endpoint solution should have data loss prevention with pre-defined templates for compliance requirements and should have capability to create policies on basis of regular expression, key word based.
- 7) Prevents potential damage from unwanted or unknown applications (executables, DLLs, Windows App store apps, device drivers, control panels, and other Portable Executable (PE) files), uses intelligent and dynamic policies that still allow users to install valid applications based on reputation-based variables like the prevalence, regional usage, and maturity of the application and uses application name, path, regular expression, or certificate for basic application whitelisting and blacklisting.
- 8) Should be capable of recommending rules based on vulnerabilities on endpoint and create dynamic rules automatically based on System posture and endpoint posture and vulnerability Protection virtually patches.

- 9) Known and unknown vulnerabilities, giving you instant protection, before a patch is available or deployable by automatically assesses and recommends required virtual patches for your specific environment.
- 10) Proposed solution should have full-disk, folder and file encryption and removable media encryption capability.
- 11) Proposed solution should be completely On-Premise & both Server Security (HIPS) and Endpoint Security should have common management console for holistic visibility.

**TECHNICAL COMPLIANCE STATEMENT FOR SUPPLY OF ENDPOINT
PROTECTION SOLUTION -LAN BASED.**

Sr. No	TECHNICAL COMPLIANCE STATEMENT FOR SUPPLY OF ENDPOINT PROTECTION SOLUTION -LAN BASED	COMPLIED/ NOT COMPLIED	EXTRA FEATURES
A)	Technical Specification for End Point Protection Server (bundle) - 1 server.		
1)	Proposed solution should have modules including Antimalware, Vulnerability Protection, Firewall, Application control, FIM (File Integrity Monitoring), Log correlation, C&C (Command & Control) prevention and Recommendation scan must be available in single agent having with agentless and agent-based capabilities supporting multiple platforms of server operating systems including Windows, Linux RedHat, CentOS, Oracle, Debian, SUSE, Ubuntu, Solaris, AIX, Amazon Linux, Cloud Linux.		
2)	Should provide automatic recommendations against existing vulnerabilities, dynamically tuning IDS/IPS sensors (Selecting rules, configuring policies, updating policies) provide automatic recommendation of removing assigned policies if vulnerability no longer exists.		
3)	Management of proposed solution should support both window as well as Linux platform also support the logging of events to a non-proprietary, industry-class database such as MS-SQL, Oracle, and PostgreSQL.		
4)	Should have pre and post execution machine Learning and should have Ransomware Protection in Behavior Monitoring having customized rule creation supporting pattern matching like Regular Expressions or simpler String Patterns. The rule will be triggered on a match also ability to set dependency on another rule will cause the first rule to only log an event if the dependent rule specified also triggers.		
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7)	Solution should be able to track addition, modification, or deletion of Windows registry keys and values, access control lists having automated recommendation of integrity rules to be applied as per Server OS and can be scheduled for assignment/un-assignment when not required.		
8)	Solution should have a Log Inspection module which provides the ability to collect and analyze operating system, databases and applications logs for security events and should provide predefined out of the box rules for log collection from standard applications like OS, Database, Web Servers etc. and allow creation of custom log inspection rules as well also must support decoders for parsing the log files being monitored having automatic recommendation of rules for log analysis module as per the Server OS and can be scheduled for automatic assignment/un-assignment of rules when not required.		
9)	Should be capable of monitoring critical operating system and application elements files, directories, registry keys to detect suspicious behavior, such as modifications, or changes in ownership or permissions also proposed HIPS (Host Intrusion Prevention) and Endpoint Security solution should be managed from same common centralized management console for holistic visibility also.		
10)	Proposed OEM should have its datacenter and TAC support center locally present in India and must have its bug bounty program and have contributed at least 30 zero day/undisclosed vulnerabilities of Microsoft continuously from past 5 years and data should be publicly available.		
B)	Technical specification for client (endpoint protection) - 300 Users		
1)	Endpoint solution should have capability of AV (Anti-Virus), Vulnerability Protection, Firewall, Device control, Application Control, Virtual Patching, DLP (Data Leakage Prevention) capabilities in a single agent also should have add EDR (Endpoint Detection and Response) and XDR (Cross Detection and Response) capability for future requirement.		
2)	Proposed solution should have Pre and Runtime machine learning capability also file reputation - Variant protection - Census check - Web reputation and predictive machine learning capability.		
3)	Advanced malware and ransomware protection: Defend endpoints—on or off the corporate network- against malware, Trojans, worms, spyware, ransomware, and adapts to protect against new unknown variants and advanced threats like crypto malware and fileless malware.		

4)	Endpoint vulnerability protection should scan the machine and provide CVE number visibility and accordingly create rule for virtual patch against vulnerability.		
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6)	Endpoint solution should have data loss prevention with pre-defined templates for compliance requirements and should have capability to create policies on basis of regular expression, key word based.		
7)	Prevents potential damage from unwanted or unknown applications (executables, DLLs, Windows App store apps, device drivers, control panels, and other Portable Executable (PE) files), uses intelligent and dynamic policies that still allow users to install valid applications based on reputation-based variables like the prevalence, regional usage, and maturity of the application and uses application name, path, regular expression, or certificate for basic application whitelisting and blacklisting.		
8)	Should be capable of recommending rules based on vulnerabilities on endpoint and create dynamic rules automatically based on System posture and endpoint posture and vulnerability Protection virtually patches.		
9)	Known and unknown vulnerabilities, giving you instant protection, before a patch is available or deployable by automatically assesses and recommends required virtual patches for your specific environment.		
10)	Proposed solution should have full-disk, folder and file encryption and removable media encryption capability.		
11)	Proposed solution should be completely On-Premise & both Server Security (HIPS) and Endpoint Security should have common management console for holistic visibility.		

INSTRUCTIONS TO THE BIDDERS

1. The Director, NCPOR, Goa invites sealed tenders **TWO COVER** system, for Supply of Endpoint Protection Solution -Lan Based at NCPOR, from the eligible bidders.
2. Time period for completion of order is 30 days from the date of Purchase Order.
3. Any/firm/company which is black listed from any organization &/or facing/have faced any legal/criminal action/case are not eligible for this tender & should not apply.
4. The Earnest Money Deposit (EMD)/Bid Security : It is Rs.14,000/- (Rupees Fourteen Thousand only) either in the form of a Demand Draft from any schedule bank, drawn in favour of Director, NCPOR, payable at Vasco-Da-Gama, Goa or from any reputed bank (scheduled bank) initially valid for 180 days from the date of closing tender as per the Annexure- VIII.

Bids received without EMD will be rejected outright.

The Bid Security of unsuccessful bidders shall be returned within 30 days of declaration of result of first stage i.e. Technical Evaluation.

The EMD will be liable to be forfeited, if a bidder withdraws or amends, impairs or derogates from the tender within the bid validity period. OR refuses to or fails to submit the original documents for scrutiny or the required Performance Security within the stipulated time as per the conditions of the Tender Document. OR fails or refuses to sign the contract.

EMD may also be submitted in the form of Insurance Security Bond or Fixed Deposit Receipt or online payment transfer.

5. Entire tender document (Signed and Stamped on all pages) should be submitted in a Single Sealed cover (Single BID System), super scribed with Tender number, name of the work, date and time of opening. Tenders will be received up to **11.00 am** on **31.07.2023** and will be opened at **11.30 am on the same day**. Tenders should be dropped in the tender box kept in the Procurement and Stores section before the closing date and time indicated. If the tender opening day happens to be a holiday then tenders will be opened on the next working day on the same time. In case of submission of tender by post/courier, NCPOR is not responsible for any postal/transit delay. Late tenders will be rejected outright.

6. Submission of Bids:

The bids should be submitted **in two parts i.e. Technical bid and Commercial bid**.

I) Technical bid should contain all details and specifications of the equipment offered, delivery schedule, warranty, payment term, user-list, service support.

In the TECHNICAL BID, the Bidder should furnish the Name and address of the Purchasers who had placed orders for the similar equipment with you with order no, date,

description and quantity, date of Supply along with the Contact Person's telephone no, e mail etc.

Technical Bid should contain EMD/ Bid Security. EMD should not be sent separately by any other mean/mode.

In case the technical bid contains any direct or indirect reference to quoted price the bid is liable to be rejected.

- II) Financial bid should contain** details of the price(s) of the item(s) quoted in the technical bid.

The Technical and Financial bids should be submitted in two separate sealed covers, super scribing "**Part-I, Technical Bid for Supply of Endpoint Protection Solution - LAN Based**", Tender No., due date, Name & address of the bidder. And then the cover is properly sealed.

And "**Part-II, Financial bid for Supply of Endpoint Protection Solution - LAN Based**", Tender No. due date, Name & address of the bidder. And then the cover is properly sealed.

Both (Technical & Financial) bids should be kept in One single cover by super scribing "**Tender for Supply of Endpoint Protection Solution - LAN Based**", name & address of the bidder and addressed to the Director, National Centre for Polar and Ocean Research, Headland Sada, Vasco-da-Gama, Goa-403804, India. And then the cover is properly sealed.

Offer sent through fax/email will not be accepted.

- III) Overwriting and corrections** should be attested properly. The bid should be complete in all respects and should be duly signed, the signed bid only should be submitted.

Incomplete and unsigned bids will not be considered at all.

- IV)** The bid should contain all relevant technical literature pertain to items quoted **with full specifications** (Drawing, if any), information about the products quoted, including brochures if any.
- V)** Manufacturer/tenderer to provide reference/client details to whom the firm has supplied similar items over the last five years. Reference of publications brought out using the system with same/similar configuration/capability should also be provided. Manufacturer shall provide exhaustive literature/brochures for systems and sub systems for evaluating the technical suitability.

7. Bid submitted by the bidder should remain valid for 90 days from the date of opening for the purpose of acceptance and award of work. The extension of validity beyond 90 days from the date of opening shall be by mutual consent.
8. It is mandatory to quote all items of the price bid. If all items are not quoted then tender will be considered as incomplete & will be rejected outright.
9. NCPOR does not bind to accept the lowest or any tender and reserves the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform as per at the rates quoted.

10. Re-writing, over-writing, use of correction fluid (whitener) is not allowed in the tender. The price bid should neatly handwritten/typed/printed & submitted in original with signature & stamp on all pages. Tender will be rejected if scanned copy or xerox copy is submitted.
11. The Tenderer shall quote rates both in figures and words against each item in English language only. Correction, cutting, omission, should be avoided. However even if any correction is made, it should be endorsed with signature. Use of correction fluid is not allowed & should be strictly avoided.

On checking if there are differences noticed between the rates quoted by the tenderer in words and figures or in the amount worked out by him, the following procedure will be followed: (a). If there is a difference between the amount of, rate in figure and in words of an item, and the total amount is worked out, then the rate which corresponds to the amount worked by the bidder shall be taken as correct. (b) If the bidder has not worked out the amount of an item, or the same does not correspond with the rates written either in figures or in words, then the rate quoted by him in words shall be taken as correct. (c) If the rate quoted by the bidder in figures and in words tallies, but the amount is not worked out correctly, the rate quoted by the bidder shall be taken as correct and not the amount.

12. Tenders with conditional prices / discounts will be rejected.
13. Except writing rates and amount, the tenderer should not write any conditions or make any changes, additions, alterations and modifications in the Price Schedule of tender.
14. A tender is liable for disqualification, if bidder is found to have mislead or furnished false information in the forms / statements / certificates submitted in proof of qualification requirements or record of performance such as abandoning execution of the works, litigation history &/ or financial failures and or suppression of material facts and information .

15. **Tender Opening:** Tender will be opened on the scheduled date & time.
An authorized representative of the bidding firm/company can only attend the bid opening (only one person is allowed). Owner/Proprietor/Director of the bidding firm should provide his/her visiting card, copy of photo ID proof. Bidder's representative should submit authorization letter, copy of photo ID to the Tender Opening Committee. Persons attending bid opening must use face masks, maintain social distancing, use sanitizer/wash hands & strictly follow guidelines of MoHFW, Govt. of India for COVID pandemic situation.

16. **Disclaimers and Rights of Procuring Entity:** Director, NCPOR reserves the right to accept or reject any or all bids in full or part, or the right to not to accept lowest offer without assigning any reasons thereof, whatsoever. In case of any dispute, decision of Director, NCPOR shall be final and legally binding on the bidders

The issue of the Tender Document does not imply that the Procuring Entity is bound to select bid(s), and it reserves the right without assigning any reason to

- a. reject any or all of the Bids, or
- b. cancel the tender process; or
- c. abandon the procurement of the Goods; or
- d. issue another tender for identical or similar Goods

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General Terms and Conditions

- 1) Delivery Period is One Month from the date of receipt of Purchase Order. If the supplier fails to deliver the goods within the time, NCPOR reserves the right to levy liquidated damages at the rate of 0.5% per week or part their of up to maximum of 10% of the Order value, further, EMD, PG will be forfeited/enforced and the Contract will be terminated without any liability.
- 2) Please **specify the Make/Brand** of the quoted item(s). If the bidder is not an OEM (Original Equipment Manufacturer) then he should submit OEM authorization as per Annexure VI.
- 3) Purchase Preference Policies of the Government
The Procuring Entity reserves its right to grant preferences to eligible Bidders under various Government Policies/ directives (policies relating to Make in India; MSME; Start-ups etc.). To get preferential treatment against fully imported offers, domestic bidders (manufacturers or suppliers) must comply with Order Nos. P-45021/112/2020-PP(BE-II)(E-43780) dated 24.08.2020 and 31.8.2020 and also Make in India Order No. P-45021/2/2017-PP(BE-II) dated 16th September 2020 of Department for Promotion of Industry and Internal trade (DPIIT), Ministry of Commerce and Industry, Government of India and any amendments thereon. The onus for ensuring compliance to the provisions of these policy notifications keeping in view the requirements under this tender document entirely rests with the bidder. Foreign Bidders may kindly note that Purchaser is obligated to give preferential treatment to Domestic Bidders (Manufacturers, suppliers) in this bid under the relevant Government Policies and a lower currency bid for fully imported item can be ignored in favour of the bidder quoting under Make in India Policy of the Govt. of India.
- 4) The **warranty period** and the kind of **post-warranty support** should be indicated. Warranty shall commence from the date of installation and acceptance of the complete equipment supplied under the Purchase Order / Contract.
- 5) The Purchaser requires that the bidders, suppliers and contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the following are defined:
 “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
 “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of contract;
 “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of purchaser, designed to establish bid prices at artificial, non-competitive levels; and “coercive practice: means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of contract;
 The purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question; The Decision of Director, NCPOR shall be final and binding.

- 6) **Compliance Statement:** Equipments point-by-point comparison/compliance statement with **technical specification** indicated in the tender as per Annexure I, should be enclosed along with your tender as well as any other extra features of the equipment be shown separately therein and also **compliance statement for all commercial terms** of the tender document.
- 7) NCPOR does not entitle to provide any GST exemption certificate. However, Custom Duty concession can be availed as per Govt. notification 51/96. Duty Exemption Certificate will be provided by NCPOR.
- 8) **Bid Prices, Taxes and Duties:**
- Competitive and Independent Prices
- a) The prices should be arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:
- i) those prices; or
 - ii) the intention to submit an offer; or
 - iii) the methods or factors used to calculate the prices offered.
- b) The prices should neither be nor shall be knowingly disclosed by the Bidder, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.
- 9) Undue profiteering:
- Controlled Price, if any or MRP: The price quoted by Bidder shall not be higher than the controlled price fixed by law for the Goods, if any, or where there is no controlled price, it shall not exceed the prices or contravene the norms for fixation of prices if any, laid down by Government or where the Government has fixed no such prices or norms, it shall not exceed the price appearing in any agreement, if any, relating to price regulation by any industry. In any case, save for special reasons stated in the bid, if any, the price charged shall not be higher than the Maximum Retail Price (MRP).
- Undue profiteering: If the price quoted is higher than the controlled price in the sub-clause above, Bidder shall specifically mention this fact in his bid giving reasons for quoting a higher price(s). If he fails to do so or makes any misstatement, it shall be lawful for the Procuring Entity either to revise the price at any stage to bring it in conformity with the sub-clause (1) above or to terminate the contract for default as per the contract and avail all the remedies available therein in addition to other punitive actions for violation of Code of Integrity.
- 10) The Prices shall be quoted in Indian Rupees for offers received for supply within India and in freely convertible foreign currencies (USD, EUR, UKP, Singapore Dollar) in case of offers received for supply from foreign countries.
- 11) Financial bid shall comprise the Price Schedule (Annexure IX) considering all financially relevant details, including Taxes and Duties. No additional technical details, which have not been brought out in the Technical bid shall be brought out in the Financial bid.

- 12) **Post Tender Correspondence / Enquiries:**
Any correspondence or enquiry subsequent to opening of the bids is not desirable, if the same is indulged into, it will be considered for disqualifying the tender. The Tenderer will be required to abstain from pursuing / canvassing the matter, directly or indirectly with any Officers of NCPOR, as otherwise the same would also amount to disqualification of the tender. However, bidder can ask their queries in writing regarding bidding conditions, bidding process prior to the bid opening and/ or rejection of its bid, reason for rejecting a tender after opening of bids.
- 13) **Clarifications from Bidders:**
To assist the process of examination, evaluation and comparison of bids, the Purchaser may ask all the bidders or any bidder individually for clarification, if any, of their bids, including breakdown of unit rates and price. The request for clarification and the response should be in writing, but no change in the price or substance of the bid will be sought, offered or permitted, except as required to confirm the correction of arithmetical errors discovered by the Tender Evaluation Committee of NCPOR in the course of scrutiny.
- 14) A Committee constituted by the Director, NCPOR for the purpose reserves the right to open the bids. Only technical bids will be opened on the date and time mentioned in the tender document. The financial bids of those tenderers whose technical bids are found to be meeting our specifications only will be opened in their presence on date and time which would be notified later.
- 15) A technical Committee constituted by the Director will assess the product supplied/installed for their quality and their conformity to the specifications provided by the firm in their quotations. Any item(s) identified by the Committee to be not as per the specifications or are found to be of inferior quality will be rejected, and the bills towards the supply will not be processed for payment till proper replacements are provided.
- 16) **Mode of Payment:**
Payment to the Supplier will be made within 30 days upon submission of bill in duplicate after delivery of the total ordered material (receipt, acceptance and satisfactory installation, commissioning, testing if applicable). No part / advance payment will be made. (As per the Govt. of India norms, payment to the Suppliers are made online through Public Financial Management System (PFMS). The Contractor should submit his bank & other details in the prescribed format along with the bill.)
- 17) **Performance Guarantee:** Performance Guarantee is 10% of the Purchase Order amount & has to be submitted within 10 days from the date of placement of order. The bidder may submit Demand Draft Banks in favour of Director, NCPOR payable at Vasco-da-Gama, Goa from any Commercial Bank Or Bank Guarantee as a Performance Bank Guarantee valid till 60 days after the warranty period.
- 18) Two sets of operational, service/troubleshooting manuals and diagrams to be supplied with the ordered material.
- 19) Expenditure involved towards any extra materials required for labour involved for successful installation of the equipment, if not quoted for, would have to be borne by the Supplier.

- 20) Training/Installation charges if applicable should be clearly indicated including the scope of training.
- 21) Settlement of Disputes: The decision of the Director, NCPOR shall be final and binding for any dispute whatsoever. All questions, disputes or differences whatsoever which may at any time arise between the parties, arising out of or in relation there to this contract work or otherwise shall be referred to the decision of the Sole Arbitrator, appointed by the Director, NCPOR and the decision of the said Arbitrator shall be final and binding upon the parties.
- 22) Force Majeure : If any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or delayed by reasons of any war or hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of God (hereinafter referred to “eventuality”), provided notice of happening of any such eventuality is given by either party to the other within 21 days of the date of occurrence thereof, neither party shall be reason of such an “eventuality” be entitled to terminate this contract nor shall either party have any claim or damages against the other in respect of such non-performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such “eventuality” has come to an end or ceased to exist. In case of any dispute, the decision of Director, NCPOR, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such eventuality for a period exceeding 60 days, either party may at its option, terminate the contract. Provided also that if the contract is terminated under this clause the Purchaser shall be at liberty to take over from the Contractor at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and other stores in the course of manufacture which may be in the possession of the Contractor at the time of such termination, or such portion thereof as the Purchaser may deem fit except such material, as the Contractor may, with the concurrence of the Purchaser, elect to retain.
- 23) Jurisdiction: All questions, disputes or differences arising under out of or in connection with the Tender / Contract shall be subject to the exclusive jurisdiction of the court under whose jurisdiction the place from which the tender / work order / acceptance of tender is issued, is situated i.e. Goa.

I/ We have read all the above Terms and Conditions and agree to it.

Name & signature of the tenderer with the company seal :

Bidder Information

(To be submitted as part of Technical bid)

(On Company Letter-head)

(Along with supporting documents, if any)

Bidder's Name _____

[Address and Contact Details]

Bidder's Reference No. _____ Date.....

Tender Document No. Tend No. NCPOR/PR1662/PT02; Tender Title: Supply of Endpoint Protection Solution -Lan Based.

Note: Bidder shall fill in this Form following the instructions indicated below. No alterations to its format shall be permitted, and no substitutions shall be accepted. Bidder shall enclose certified copies of the documentary proof/ evidence to substantiate the corresponding statement wherever necessary and applicable. Bidder's wrong or misleading information shall be treated as a violation of the Code of Integrity. Such Bids shall be liable to be rejected as nonresponsive, in addition to other punitive actions provided for such misdemeanors in the Tender Document.

(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)

1) Bidder/ Contractor particulars:

Name of the Company:.....

(a) Corporate Identity No. (CIN): if any,.....

(b) Registration, if any, with The Procuring Entity:

(c) GeM Supplier ID (if registered with GeM)

(d) Place of Registration/ Principal place of business/ manufacture

(e) Complete Postal Address:

(f) Pin code/ ZIP code:

(g) Telephone nos. (with country/ area codes):

(h) Mobile Nos.: (with country/ area codes):

(i) Contact persons/ Designation:

(j) Email IDs:

A self-certified copy of registration certificate – in case of a partnership firm – Deed of Partnership; in case of Company – Notarized and certified copy of its Registration; and in case of Society – its Byelaws and registration certificate of the firm.

2) Taxation Registrations:

PAN number:

(a) Type of GST Registration as per the Act (Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc.):

(b) GSTIN number: in Consignor and Consignee States

- (c) Registered/ Certified Works/ Factory where the Goods would be mainly manufactured and Place of Consignor for GST Purpose:
- (d) Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts):

We solemnly declare that our GST rating on the GST portal/ Govt. official website is not negative/ blacklisted.

Documents to be submitted: Self-attested Copies of PAN card and GSTIN Registration.

3) Authorization of Person(s) signing the bid on behalf of the Bidder

Full Name: _____

(a) Designation: _____

(b) Signing as:

- A sole proprietorship firm. The person signing the bid is the sole proprietor/ constituted attorney of the sole proprietor,
- A partnership firm. The person signing the bid is duly authorized being a partner to do so, under the partnership agreement or the general power of attorney,
- A company. The person signing the bid is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.

Documents to be submitted: Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution

4) Bidder's Authorized Representative Information

Name:

(a) Address:

(b) Telephone/ Mobile numbers:

(c) Email Address:

(Signature with date)

.....
(Name and designation)

Duly authorized to sign bid for and on behalf of
[name & address of Bidder and seal of company]

DA: As above

.....

Eligibility Declarations

(To be submitted as part of Technical bid)
 (On Company Letter-head)
 (Along with supporting documents, if any)

Tender Document No. Tend No. Tend No. NCPOR/PR1662/PT02 ; Tender Title: Supply of Endpoint Protection Solution -Lan Based.

Bidder's Name _____

[Address and Contact Details]

Bidder's Reference No. _____ Date.....

Note: The list below is indicative only. You may attach more documents as required to confirm your eligibility criteria.

Eligibility Declarations

(Please tick appropriate boxes or cross out any declaration not applicable to the Bidder)

We hereby confirm that we are comply with all the stipulation and declare as under and shall provide evidence of our continued eligibility to the Procuring Entity as may be requested:

- 1) **Legal Entity of Bidder:** _____
- 2) **OEM/ Manufacturer/ Agent/ Dealership Status:** _____
- 3) We are/ are not a JV _____
- 4) We solemnly declare that we (including our affiliates or subsidiaries or constituents):
 - a) are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;
 - b) (including our Contractors/ subcontractors for any part of the contract):
 - i. Do not stand declared ineligible/ blacklisted/ banned/ debarred by the NATIONAL CENTRE FOR POLAR & OCEAN RESEARCH or its Ministry/ Department from participation in its Tender Processes; and/ or
 - ii. Are not convicted (within three years preceding the last date of bid submission)or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications.
 - c) Do not have any association (as bidder/ partner/ Director/ employee in any capacity) with such retired public official or near relations of such officials of Procuring Entity, as counter-indicated, in the Tender Document.
 - d) We certify that we fulfil any other additional eligibility condition if prescribed in Tender Document.
 - e) We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anti-competitive

means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.

5) Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017: We certify as under:

“We 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 contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:

we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and;

we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

6) MSME Status:

Having read and understood the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (as amended and revised till date), and solemnly declare the following:

a) We are - Micro/ Small/ Medium Enterprise/ SSI/ Govt. Deptt. /PSU/ Others:.....

b) We attach herewith, Udyam Registration Certificate with the Udyam Registration Number as proof of our being MSE registered on the Udyam Registration Portal. The certificate is the latest up to the deadline for submission of the bid.

c) Whether Proprietor/ Partner belongs to SC/ ST or Women category. (Please specify names and percentage of shares held by SC/ ST Partners):.....

7) Start-up Status

We confirm that we are/ are not a Start-up entity as per the definition of the Department of Promotion of Industrial and Internal Trade – DPIIT.

8) Make in India Status:

Having read and understood the Public Procurement (Preference to Make in India PPP - MII) Order, 2017 (as amended and revised till date) and related notifications from the relevant Nodal Ministry/ Department, and solemnly declare the following:

(a) Self-Certification for the category of suppliers:

(Provide a certificate from statutory auditors/ cost accountant in case of Tenders above Rs 10 Crore for Class-I or Class-II Local Suppliers). Details of local content and location(s) at which value addition is made are as follows:

Local Content and %age	
Location(s) of value addition	

Therefore, we certify that we qualify for the following category of the supplier (tick the appropriate category):

Class-I Local Supplier/

Class-II Local Supplier/

- Non-Local Supplier.
- (b) We also declare that**
 - There is no country whose bidders have been notified as ineligible on a reciprocal basis under this order for an offered Goods, or
 - We do not belong to any Country whose bidders are notified as ineligible on a reciprocal basis under this order for the offered Goods.

9) Self-Declaration by Indian Agents/ Associates of Foreign Principals

Self-attested documentary evidence about their identity (PAN, Aadhar Card, GSTIN registration, proof of address, etc.), business details (ownership pattern and documents, type of firm, year of establishment, sister concerns etc.) to establish that they are a bonafide business as per Indian Laws – are submitted as part of Annexure IV annexed herewith.

Agency Agreement shall be submitted. It shall cover

- i. the precise relationship, services to be rendered, mutual interests in business - generally and/ or specifically for the tender and
- ii. any payment the agent or associate receives in India or abroad from the foreign OEM/ principal, whether a commission or a general retainer fee.

Our Foreign principals, explicitly authorizing us to make an offer in response to the tender, either directly or in association with them. That also indicates their name, address, nationality, status (i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal).

The amount of commission/ remuneration included in the price (s) quoted by Bidder for agents or associated bidder.

Confirmation is given herewith from the foreign principals that the commission/ remuneration, reserved for Bidder in the quoted price(s), if any, shall be paid by the Procuring Entity in India, in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Goods and Spares.

10) Penalties for false or misleading declarations:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that any wrong or misleading self-declaration would violate the Code of Integrity and attract penalties as mentioned in this Tender Document.

.....
(Signature with date)

.....
(Name and designation)

Duly authorized to sign bid for and on behalf of

.....
.....

[name & address of Bidder and seal of company]

DA: As above, as applicable

OEM's Authorization

(On Company Letter Head)
(To be submitted as part of Technical bid)
OEM's Name
[Address and Contact Details]
OEM's Reference No. Date
The DIRECTOR, NCPOR,
NATIONAL CENTRE FOR POLAR & OCEAN RESEARCH
[Complete address of the Procuring Entity]

Dear Sirs,
Ref. Your Tender Document No. Tend No. NCPOR/PR1662/PT02; Tender Title: Supply of Endpoint Protection Solution -Lan Based.

1) We, -----, are proven and reputable manufacturers of the Tendered Goods. We have factories at----- We hereby authorise Messrs----- (name and address of the authorised dealer) to submit a bid, process the same further and enter into a contract with you against above referred Tender Process for the supply of above Goods manufactured by us. Their registration number with us is -----, dated/ since-----

We further confirm that no Contractor or firm or individual other than Messrs. ----- (name and address of the above-authorized dealer) is authorized for this purpose.

2) As principals, we commit ourselves to extend our full support for warranty obligations, as applicable as per the Tender Document, for the Goods and incidental Works/ Services offered for supply by the above firm against this Tender Document.

3) Our details are as under:
Name of the Company:-----
(a) Complete Postal Address: -----
(b) Pin code/ ZIP code: -----
(c) Telephone nos. (with country/ area codes): -----
(d) Fax No.: (with country/ area codes): -----
(e) Mobile Nos.: (with country/ area codes): -----
(f) Contact persons/ Designation: -----
(g) Email IDs: -----

4) We enclose herewith, as appropriate, our ----- (Bye-Laws/ Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution)

Yours faithfully,
[signature with date, name, and designation]
for and on behalf of Messrs.-----
[name& address of the OEM and seal of company]
DA: As above

Performance Statement

Statement of Supplies During Last Five Years and Outstanding Current Orders
 (Ref ITB-clause 9.2 Schedule VIII Qualification Criteria)
 (To be submitted as part of Technical bid)
 (on Company Letter-head)

Tender Document No. Tend No. NCPOR/PS/LAB(CRYO)-3648/GT-13; Tender Title: SUPPLY & INSTALLATION OF UV VISIBLE SPECTROPHOTOMETER.

Bidder's Name _____
 [Address and Contact Details]

Bidder's Reference No. _____ Date.....

Note to Bidders: Fillup this Form your past performance highlighting their qualification to supply relevant Goods. Statements and Documents to the Performance Statement may be mentioned/ attached here. The list below is indicative only. You may attach more documents as required to showcase your past performance. Add additional details not covered elsewhere in your bid in this regard.

Order issued by	Order No. & Date	Qty ordered	Quantity supplied	Price at which supplied	The total value of the order	Status as on date----

.....
 (Signature with date)

 (Name and designation)
 Duly authorized to sign bid for and on behalf of

 [name& address of Bidder and seal of company]
 DA: Performance records/ contracts

BANK GUARANTEE FORMAT FOR FURNISHING EMD

To

**NATIONAL CENTRE FOR POLAR & OCEAN RESEARCH
Headland Sada, Vasco-da-Gama, GOA 403 804, INDIA**

Whereas _____
(Hereinafter called the “tenderer”
has submitted their offer dated _____
for the supply of _____
(Herein after called the “tender”

WE _____ of having our registered office
At _____ are bound unto the NATIONAL
(Hereinafter called the Bank)

CENTRE FOR POLAR & OCEAN RESEARCH, Ministry of Earth Sciences, Govt. Of India having its office at Headland Sada, Vasco Goa 403 804, India (herein after called NCPOR which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assigns) in the sum of _____ for which payment will and truly to be made to. NCPOR, the Bank binds itself, its successors and assigns by these presents. Sealed with the common seal of the said Bank this _____ day of _____ 20__.

THE CONDITIONS OF THIS OBLIGATION ARE:

- 1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- 2) If the tenderer having been notified of the acceptance of his tender by NCPOR during the period of its validity.
 - 2.a) If the tenderer fails to furnish the Performance security for the due performance of the contract.
 - 2.b) Fails or refuses to execute the contract

We undertake to pay NCPOR up to the above amount upon receipt of its first written demand, without NCPOR having to substantiate its demand, provided that in its demand the NCPOR will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee is valid until the _____ day of _____ 2023.

Financial Bid (PRICE SCHEDULE)

(Should be submitted in a separate sealed cover)

Name of the Bidder _____

Tender No. _____

1	2	3	4	5	6	7	8	9	10	11
SI No.	Item Description with HSN Code	Country of Origin	Unit	Qty	Unit rate Ex-works, Ex-ware House, Ex-Show Room, of the shelf price inclusive of all taxes already paid (Rs)	Total price Ex-works, Ex-ware House, Show Room, of the shelf price inclusive of all taxes already paid (5x6) (Rs)	GST/IGS T & other taxes payable (% & Amount) (Rs)	Packing, forwarding, Transportation, insurance etc upto NCPOR, Goa	Installation Commissioning and training charges if any.	Total Price (Rs)

Total Bid price in INR _____

In words _____

Indian agents name & address _____

Name & Signature of Bidder _____

Company Seal _____

Date: _____

Check list

Tenderers are advised to submit tender strictly as per conditions stipulated in the tender document. Please enclose the following with the tender & submit all in a **Single Sealed Cover**.

Cover (Sealed):

1. Covering Letter on the bidder's letterhead.
2. Documents of Eligibility Criteria as mentioned in Annexure – V
3. EMD in the prescribed format
4. Bidder Information (Annexure - IV)
5. OEM Authorization (Annexure-VI)
6. Performance Statement (Annexure - VII) along with self attested copies of Orders & Order completion certificates.
7. Price Bid (Annexure – IX, with signature & stamp on all pages)

All above document should be submitted in one sealed envelope superscribing **Name of the Tender, Tender Number, date and time of tender opening** and address to **Director, National Centre for Polar & Ocean Research, Headland Sada, Vasco-Da-Gama, Goa 403804**

Tender duly completed in all respect should be dropped in the tender box kept in the Procurement Section of NCPOR well before the due date & time.