

TENDER DOCUMENT FOR PROCUREMENT OF FIREWALL

नवंबर /November 2021

**भारत सरकार/Government of India
अंतरिक्ष विभाग/Department of Space
उत्तर-पूर्वी अंतरिक्ष उपयोग केंद्र/North Eastern Space Applications Centre
उमियम/Umiam-793103, मेघालय/Meghalaya**

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निविदा आमंत्रण सूचना / NOTICE INVITING TENDER

निदेशक एनई ठेकेदारो आदि, फर्मो, प्रतिष्ठित सेवा प्रदाताओ, सैक उमियम मेघालय-से निम्नलिखित के लिए दो बोली में मोहरबंद प्रस्तावों को आमंत्रित करते हैं/ Director, NESAC, Umiyam, Meghalaya invites sealed offers in two bids from reputed Service Providers, Firms, Contractors etc for the following

एनआईटी सं. / NIT No.	कार्य का नाम / NAME OF THE WORK	इएमडी(₹) डीडी के रूप में / EMD (₹) IN THE FORM OF DD	निविदा शुल्क / TENDER FEE (₹)
NESAC/1340/2020	Procurement of Firewall with three years subscription	90,000/-	500/-

निविदा दस्तावेजो के विक्रय का दिनांक / Dates for selling of tender documents: 01.12.2021 to 16.12.2021

निविदा दस्तावेजो को जमा करने की अन्तिम तिथि व समय / Last date & Time for submission of tender documents:
16.12.2021 upto 1330 Hrs.

निविदा खोलने की तिथि, समय व स्थान / Date, Time & Venue of Bid Opening: 16.12.2021 at 1500 Hrs at एनईसैक,
उमियम/ NESAC, UMIAM

Instructions to Tenderers:

1. For full details and terms and conditions etc., please see the enclosed Annexures.
2. Tender documents can be obtained from the Sr. Administrative Officer, NESAC, Umiyam.
3. Tender Fee shall be paid in form of CROSSED Demand Draft only. The Demand Draft should be in favor of Director, NESAC drawn on State Bank of India, Umiyam (branch Code 2010). The Tender Fee is NON-REFUNDABLE. Your request letter along with Tender Fee may be addressed to the Sr. Administrative Officer as indicated above.
4. Interested tenderers may, at their option, download the tender documents from the NESAC website www.nesac.gov.in and submit the Tender Document along with the prescribed tender fee as per details given in the tender notification.
5. While requesting for Tender Documents, please superscribe on the cover as "Request for Tender document against Tender Notice No. **NESAC/1340/2021**
6. Tender Document received after the due date/time will not be considered.
7. While sending sealed quotation/offer superscribed respective Tender Number and Due Date on the envelope.
8. NESAC, UMIAM is not responsible for any postal delays/loss of documents in transit.
9. If the date specified for submission/opening of tenders is declared as a holiday abruptly, the due date for submission/opening of the tenders in such cases shall be postponed automatically to the next working day.
10. Director, NESAC reserves the right to accept or reject any/or all the quotations/Expression of Interest in part or full.
11. Tenderers or their Authorized Representative may attend to witness the Tender opening, only on production of **valid Negative RT-PCR Report done within 72hrs or Covid Vaccination Certificate & Authorisation Letter**. Due to Security reason, only one Representative from each Tenderer will be allowed for the above purpose.
12. **All pages forming part of the tender documents should be duly signed, stamped and submitted to NESAC. Pages not signed and stamped will be considered invalid and rejected.**

Dated: 28.01.2021

Sd/-
निदेशक, एनईसैक / Director NESAC

1. INTRODUCTION

North Eastern Space Applications Centre (NESAC), Government of India, Umiam-793103 (near Shillong), Meghalaya is looking for Next Generation Firewall solution for protection of endpoints, servers and network systems from cyber security threats. NESAC has two 15000iNG – XP firewalls in active-active/redundant mode. The Cyberoam 1500iNG-XP has completed its lifecycle and has been declared as End of Sale (EOS) on 31, 2019, and End of life (EOL) on 31st March 2020.

The Bidding document may be obtained from the NESAC or may be downloaded from NESAC's website <http://www.nesac.gov.in> and the bid should be submitted to the Purchase Officer, North Eastern Space Applications Centre(NESAC), Department of Space, Government of India, Umiam-793103, Meghalaya.

- A. Please note that all information desired needs to be provided. Incomplete information may lead to non-selection.
- B. All bids must be accompanied by Bid Security as specified in Bid Document.
- C. NESAC reserves the right to change the Dates of Submission and specifications mentioned in the Tender document, the changes if made will be uploaded in the NESAC Website.

2. REQUIREMENTS

NESAC requires 2 Nos. of Firewalls with the followings major features and minimum essential specifications: -

a) Major supported features:

- AntiVirus
- Intrusion Prevention System (IPS)
- Web filtering
- E-mail filtering, including protection against spam and grayware
- Data Leak Prevention (DLP)
- Application Control
- Traffic inspection
- Content inspection and filtering
- Security Profiles components
- Security Profiles/lists/sensors
- Logging and reporting

b) Minimum Specifications for Firewall

Qty: 2

Sl. No.	Features	Description
1	Type	NGFW
2	Form Factor (RU)	1
3	Features	Layer 3 - Layer 4,NAT,VPN,Application Visibility and Control (AVC),User Identity, Next Generation Intrusion Prevention System (IPS),Zero Day Protection / Advance Malware protection, Web Security Essentials / URL Filtering
4	Traffic handled	TCP,UDP,HTTP/TCP,TCP/UDP
5	Hardware Architecture & Performance	The appliance hardware should be a multicore CPU architecture with a hardened 64-bit operating system with min. 32 GB memory. It should also have dedicated co-processor with min 8 GB RAM for hardware acceleration for network processing
		The appliance-based security platform should be capable of providing Next Gen Web Protection, Application Control, IPS, DOS, SSL/TLS Inspection & zero-day protection in a single appliance.
		The quoted should have 8000 Mbps SSL/TLS inspection throughput or
		The firewall Security Heartbeat policies can able to limit access to network resources or completely isolate compromised systems until they are cleaned. Firewall should be IPv6, SD-WAN from day 1
6	NGFW Throughput (Measured with Firewall, IPS, Application Control enabled)	22000 Mbps or higher
7	Threat Protection throughput (Measured with Firewall, IPS, Application Control, and Malware Prevention enabled)	4500 Mbps or Higher
8	Concurrent Session/Concurrent Connection	15 M or higher
9	New session/Connection per second	350 K or higher
10	General Management	The firewall should support innovative technology for application acceleration.
		The quoted solution should be ready for extended Detection & Response (XDR) with endpoint, Server protection product from same OEM. Should have single management console for Firewall, Endpoint, Server, email security and cloud security product.

		<p>The firewall should includes exploit prevention and Crypto guard Protection technology from endpoint security</p> <p>The firewall should have optional data centre selection and flexible user and group policy options on file type, exclusions, and actions on analysis</p> <p>The firewall should have fully transparent proxy for anti-malware and web-filtering, Enhanced Advanced Threat Protection</p> <p>It Single client support for IPSec & SSL remote VPN with unlimited free mobile authenticator for android & IOS</p> <p>It should have minimum 1000 IPSec & 1000 SSL client license from day 1. The firewall should support TLS 1.3 inspection of encrypted traffic.</p>
11	IPS Features	<p>The firewall should have advance Threat Protection (detect and block network traffic attempting to contact command and control servers using multi-layered DNS, AFC, and firewall). The firewall should security heartbeat instantly identifies compromised endpoints including the host, user, process, incident count, and time of compromise.</p> <p>The firewall should have advanced web malware protection with JavaScript emulation, Live Protection real-time in-the-cloud lookups for the latest threat intelligence</p> <p>The firewall should have URL Filter database with millions of sites across 92 categories backed by OEM Labs</p>
12	Type of Interface	GE Copper, SFP, SFP+
13	Number of 1 GbE Copper RJ 45 interface from day 1	8 or more
14	Number of 1/10G SFP+ interface from day 1 (Populated with 3 no. 1 GbE Single Mode LC Type Transceivers)	4 or more
15	Number of GbE Small Form-Factor Pluggable (SFP) interface Slot / Module supported for future	6 or more
16	Number of 1/10 GbE SFP+ interface Slot/Module supported for future	2 or more
17	Number of IPsec VPN Peers supported (Site to Site)	4500 or higher

18	Number of IPsec VPN Peers supported (Client to Site)	4500 or higher
19	Number of SSL VPN Peers supported (Client to Site)	2000 or higher
20	Type of Storage Disk	SSD
21	Storage Capacity (GB)	240 or higher
22	Power Supplies from day 1	Dual
23	Type of Processor	x86
24	High Availability Support	Yes
25	Interface Expansion slots supported	2 or more
26	Firewall Policies - License	Yes
27	Details of the Firewall Policies for the Firewall provided with the License	Web Security Essentials / URL Filtering, IPS License, Application Visibility License, APT (Advance Persistent Threat) License, Anti Malware Protection, C& C attacks, Geo IP Protection, Zero Day Threat Protection) and Web & Application Firewall (WAF) from day 1
28	NGIPS Signature supported	25000 or higher
29	Security Intelligence	IP,URL, Domain
30	Certification	The quoted firewall should have ICSA/EAL4+ certified. /NSS/NDPP Lab certified or equivalent certificate with minimum 93% security effectiveness as per last report. Certificates should be enclosed. The quoted firewall should have purpose-built, streamlined user interface and rule management for large rule sets with grouping with at-a-glance rule feature and enforcement indicators. Proposed NGFW should be in Gartner Magic Quadrant in Network Firewall as per the latest report.
31	Installation and commissioning	The quoted firewall should be capable to restore the existing firewall policies and setting without using third party software. The bidder must configure the firewall as per the scope of work.
32	Documentation	All supporting documents such as datasheet, spec sheet, admin guide etc for the asked features must be enclosed.
33	On site OEM Warranty and License	The firewall should be quoted with 36 months License.
		All supporting documents such as datasheet, spec sheet, admin guide, certificates etc must be enclosed. All documents should be readily available online. Bidder must share the online links for all the submitted documents.
		License should include Web / URL / Content Filtering, Application Control and Visibility, IPS, Antimalware, WAF, Zero-Day Protection & 24 X 7 hardware & warranty support from the OEM.

3. ELIGIBILITY CRITERIA

Sl. No.	Terms & Condition
1	This invitation for bids is open to all reputed original equipment manufacturers (OEM) or their Authorized System Integrators.
2	Bidder must have a positive net worth from IT business in each of the last five financial years, year ending March, 2021. (Certificate from Chartered Accountant to be furnished).
3	The Bidder should not have been blacklisted in any Government/ Government undertaking/Public sector companies. A self-declaration letter by the Bidder, on the company's letter head should be submitted along with technical bid. Undertaking to be submitted from OEM & Bidder.
4	The bidder should participate as a single party and no consortium is allowed.
5	Vendor has to enclose manufacturer authorization certificate mentioning the Tender No. to quote for this particular tender duly signed by the authorized signatory, otherwise quotation shall be rejected.
6	The Bidder should have an experience of supplying, installing, configuring and implementing for minimum two order of Firewall in any Govt/ Educational or Research Institute. The order value of each order should not be less than Rs. 15 lakhs.
7	Performance/Installation Certificate from the Customer regarding successful execution of the two orders must be submitted along with the Bid.
8	The Bidder must have wide IT infrastructure support in the states of West Bengal/Assam/Meghalaya along with having its own service office in the said states for the last 2 years. (Proof of Office like Municipal certificate/Trade License etc. to be submitted). Document regarding that should be submitted along with Technical Bid. The service report or call reports of the quoted products must be attached along with the Technical Bid.
9	The Bidder should have valid certification namely ISO 9001, 14001, 27001. Copy of the same should be submitted.
10	The Bidder shall enclose complete bill of material with OEM part code. Documentary evidence such as OEM datasheet/spec sheets etc. must be enclosed. All supporting documents such as datasheet, spec sheet, admin guide etc. must be enclosed. All documents should be readily available online. Bidder must share the online links for all the supporting documents. Failing of the above, the Bid shall be rejected.
11	The Bidder should have permanent technical support staff posted in Shillong/Guwahati/Kolkata. The bidder must be registered with Govt. Provident Fund Organization. Bidder must enclose the relevant documents.

4. ADDITIONAL TERMS & CONDITIONS

1. The Bidder must furnish the guidelines for installation/configuration planning of hardware and software before the start of the project.
2. Complete installation and integration and customization will be taken place at NESAC, no remote access will be provided for the same.
3. The Bidder must migrate all the existing Firewall policies, settings etc. to the proposed Firewalls. No downtime shall be provided during the migration. Downtime shall be provided in later stage of physical migration. The Bidder shall also customise, add, edit rules/policies as per required by NESAC.

4. The solution shall be centralized controller-based deployment architecture that is required for granular control, simplified management, monitoring and for one click configuration. The Firewall shall be configured in Active-Active High Availability (HA) for Load Balancing and Failover.
5. The solution shall be based on VLAN authentication, DHCP, MAC-IP based tight integration method by enabling all security as per guidelines. ‘
6. To increase backbone bandwidth, Link Aggregation must be configured in Firewalls in LAN, DMZ and WAN Side.
7. At the time of installation of the systems/sub-systems, if it is found that some additional HW/SW/Licenses or additional items are required to complete the configuration, which was not included in the Bidder’s original list of deliverables/BOM, then the vendor is required to supply such items to ensure the completeness at no extra cost to NESAC. The proposed solution shall be inclusive of installation/services/Accessories cost.
8. Bidder must include installation, commissioning and integration, or any technical support cost for the period of 3 years. The bidder has to provide undertaking for the complete troubleshooting, day to day support, any hardware and software upgradation and technical support for the period 3 years. The OEM certified Engineer of the Bidder has to visit NESAC for preventive maintenance on quarterly basis for the period of 3 years.
9. The OEM must provide an undertaking that the quoted product shall not be end of life for minimum 5 years from the date of submission of quote.

5. COMPLIANCE /DEVIATION

Specification Required	Specification Quoted With make/model	Technical Comnlianc		Deviation
		Yes	No	

6. BID FORM

A) TECHNICAL BID

(To be included in technical Bid Envelope)

Date:

To:

The Purchase Officer
North Eastern Space Applications Centre
Government of India, Department of Space
Umiam – 793103, Meghalaya

Ref.: NIT No.NESAC/1340/2021

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Firewalls with three years subscription, in conformity with the said Bidding documents. We undertake, if our Bid is accepted, to deliver, install and commission the solution in accordance with the delivery schedule specified in the schedule of requirements. If our Bid is accepted, we will obtain the guarantee of a Bank in a sum equivalent to 10 percent of the contract price for the due performance of the Contract, in the form prescribed by the bank. We agree to abide by the Bid and the rates quoted therein for the orders awarded by the NESAC up to the period prescribed in the Bid, which shall remain binding upon us. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988".

We understand that you are not bound to accept the lowest or any Bid you may

receive. Dated this Day of 2021

Signature
(In the Capacity of)

Name:

Duly authorized to sign the Bid for and on behalf of

B) MANUFACTURER'S AUTHORISATION FORMAT

Ref. No.

Date:

To,

The Purchase Officer
North Eastern Space Applications Centre
Government of India, Department of Space
Umiam – 793103, Meghalaya

Whereas..... (Name and Address of the Manufacturer) who are established and manufacturers of (Name/description of the products), having production facilities at..... (Address of factory) do hereby authorize M/s..... (Name and Address of the Bidder) to submit a bid, and subsequently negotiate and sign the Contract with you against NIT No..... dtd..... for the above products manufactured by us, for the supply requirements of the above invitation of bids.

Name :

(In the capacity of)

(Duly authorized to sign the authorization on and behalf of)

Signature:

Dated this..... day of.....2021

Note: This letter of authority must be on the letterhead of the concerned manufacturer and must be signed by a competent person

C) ORGANIZATIONAL PROFILE WITH SIMILAR PAST EXPERIENCE

(To be included in the Technical Bid)

1.	Constitution: Proprietary Partnership Private Ltd. Public ltd.			
2.	Established since :			
3.	Address of the Registered Office			
4.	Category Software Producer/ Developer (Principal) Hardware Manufacturer (Principal) System Integrator/ Solution Provider Any Other			
5.	If Consortium, then please specify: name of the members			
6.	Name of Proprietor/ partners/			
7.	Number of Engineers			
8.	Number of total Employees			
9.	Some of Solution being offered / Sold			
	Purchaser, with full address and details of contact person (phone,	Item Description	Total Order Value	Whether Completed/ Under process

Note: Please support the above facts with documentary evidence.

Signature of the Bidder:

Name:

D) SERVICE SUPPORT DETAILS

Name of the Bidder :

Name and Address of Service Centre	Name of Contact Person	i. Telephone No ii. Fax No iii. Mail ID	Information on Service Support Facilities

Signature of the Bidder:

Name:

7. EVALUATION CRITERIA OF THE BIDS

The selection/rejection of the technical bid shall be based on the followings: -

- Bidder must fulfil all the eligibility criteria of the Technical Bid (**3. ELIGIBILITY CRITERIA**)
- Bidder must comply the additional terms & conditions (**4. ADDITIONAL TERMS & CONDITIONS**)
- The quoted product of the Bidder must comply the minimum essential technical specifications.
- All Documentary evidences, BoM, OEM Datasheets (URL for details on quoted product), OEM Certificate including undertaking asked in the technical are mandatory, and failing which the technical Bid shall be rejected without further notification.
- Bidder must comply to the **INSTRUCTIONS TO TENDERERS and TERMS & CONDITIONS OF TENDER**

(NO DOCUMENTS RELATED TO TECHNICAL BID SHALL BE ALLOWED TO SUBMIT AFTER ONCE BIDDING IS CLOSED)

INSTRUCTIONS TO TENDERERS

1. **EMD at the rate as highlighted in the Bid Document shall be submitted in form of Demand Draft from any of the Nationalized/Scheduled banks in favour of Director, NESAC payable at SBI Umiam (Branch Code 2010, Barapani), failing which the Tender will not be considered.**
2. **a) All taxes/duties/levies whether by Central/State/Local government where legally leviable and intended to be claimed should be distinctly shown separately (in percentage and words) in the tender, otherwise price quoted will be treated as inclusive of all taxes. While quoting the tender, the tenderer should take into account all the extant statutory deductions under Central/State/Local statutes where legally leviable and show it separately (in percentage and words) and if not separately shown it will be treated as inclusive of all statutory deductions applicable as per the extant statutes.**
b) We are eligible for partial exemption of IGST vide Ministry of Finance Dept. of Revenue Notification No. 47/2017 Integrated Tax (Rate) dated 14.11.2017 (IGST@5%). Necessary Certificate will be issued by us. Please submit your quotations accordingly
3. 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 Accounts Officer, I/C Purchase & Stores to avoid any payment of such levies.
a) 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.
4. Preference will be given to those tenders offering supplies from ready stocks and on the basis of F.O.R destination/delivery at site.
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 non- acceptance 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 conform 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.
5. 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.
6. Corrections, if any, must be attested. All amounts shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail.
7. 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.
8. The authority of the person signing the tender, if called for, should be produced.

TERMS & CONDITIONS OF TENDER

1. DEFINITIONS:

- a) The term 'Purchaser' shall mean Director, NESAC.
- b) 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.
- c) 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.
- d) The term 'Purchase Order' shall mean the communication signed on behalf of the Purchaser by an Officer duly authorized 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.

2. 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.

3. SECURITY DEPOSIT:

On acceptance of the tender, the Contractor shall, at the option of the Purchaser and within the period specified by him, deposit with him, in cash or in any other form as the Purchaser may determine, security deposit not exceeding three 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 10(b) hereof and/or to recover from the Contractor, damages arising from such cancellation.

4. GUARANTEE/WARRANTY & REPLACEMENT:

- (a) The Contractor shall guarantee/warranty that the stores supplied shall comply fully with the specifications laid down, for material, workmanship and performance.
- (b) For a period of 36 months after the acceptance of the stores, if any defects are discovered therein or any defects therein found to have developed under proper use, arising from faulty stores design or workmanship, the Contractor shall remedy such defects at his own cost provided he is called upon to do so within a period of 38 months from the date of acceptance thereof by the purchaser who shall state in writing in what respect the stores or any part thereof are faulty.
- (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 38 months 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 38 months or as to whether the nature of the defects requires renewal or replacement, shall be final, conclusive and binding on the Contractor.
- (f) To fulfill guarantee/warranty conditions outlined in clause 4 (a) to (e) above, the Contractor shall, at

the option of the purchaser, furnish a Bank Guarantee (as prescribed by the purchaser) from a Bank approved by the purchaser for an amount equivalent to 10% of the value of the Contract along with first shipment documents. On the performance and completion of the Contract in all respects, the Bank Guarantee will be returned to the Contractor without any interest.

- (g) All the replacement stores shall also be guaranteed/warranted for a period of 36 months from the date of arrival of the stores at purchaser's site.
- (h) Even while the 36 months guarantee/warranty applies to all stores, in case where a greater period is called for by our specifications then such a specification shall apply in such cases the period of 38 months referred to in para 4 (b) & (c) shall be the 'asked for' guarantee/warranty period plus two months.

5. 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.

6. DISPATCH:

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.

7. TEST CERTIFICATE:

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

8. 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. 8 (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.

9. 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.

10. DELIVERY:

- (a) The time for and the date of delivery of the stores stipulated in the Purchase Order shall be deemed to be the essence of the Contract and delivery must be completed on or before the specified dates.
- (b) Should the Contractor fail to deliver the stores or any consignment thereof within the period prescribed for such delivery, the purchaser shall be entitled at his option either.
 - (i) to recover from the Contractor as agreed liquidated damages and not by way of penalty, a sum of 0.5% per week of the price of any stores which the Contractor has failed to deliver as aforesaid or during which the delivery of such store may be in arrears subject to a minimum of 10%, or
 - (ii) to purchase from elsewhere, without notice to the Contractor on the account and at the risk of the Contractor, the stores not delivered or others of a similar description (where others exactly complying with the particulars, are not, in the opinion of the purchaser, readily procurable, such opinion being final) without cancelling the Contract in respect of the consignment (s) not yet due for delivery, or
 - (iii) to cancel the Contract or a portion thereof and if so desired to purchase or authorise the purchase of stores not so delivered or others of a similar description (where others exactly if complying with the particulars are not, in the opinion of the purchaser, readily procurable, such opinion final) at the risk and cost of the Contractor.

In the event of action being taken under sub-clause (ii) & (iii) of clause 10 (b) above, the Contractor shall be liable for any loss which the purchaser may sustain on that account, provided that the re-purchase or if there is an agreement to re-purchase then such agreement is made within six months from the date of such failure. But the Contractor shall not be entitled to any gain on such re-purchase made against default. The manner and method of such re-purchase shall be at the discretion of the purchaser, whose decision shall be final. It shall not be necessary for the purchaser to serve a notice of such re-purchase on the defaulting Contractor. This right shall be without prejudice to the right of the purchaser to recover damages for breach of Contract by the Contractor.

11. EXTENSION OF TIME:

As soon as it is apparent that the Contract dates cannot be adhered to, an application shall be sent by the Contractor to the purchaser. If failure, on the part of the Contractor, to deliver the stores in proper time shall have arisen from any cause which the purchaser may admit as reasonable ground for an extension of the time (and his decision shall be final) he may allow such additional time as he considers it to be justified by circumstances, of the case without prejudice to the purchaser's right to recover liquidated damages under clause 10 thereof.

12. ERECTION OF PLANT & MACHINERY:

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

13. PAYMENT:

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

14. RECOVERY OF SUM DUE:

Whenever any claim for the payment of, whether liquidated or not, money arising out of or under this Contract against the Contractor, the purchaser shall be entitled to recover such sum by appropriating in

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

15. INDEMNITY:

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

16. ARBITRATION:

Any disputes that arise during the execution of contract will be mutually discussed and settled between NESAC Contract-In-Charge/Focal Person and Service Provider. Any dispute that remains unresolved thereafter will be referred to a one-man Arbitrator, appointed by Director, NESAC, Umiam, Meghalaya in accordance with Arbitration & Conciliation Act 1996 as amended from time to time, whose decision shall be final and binding on both the parties.

17. COUNTER TERMS AND CONDITION OF SUPPLIERS:

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

18. SECURITY FOR PURCHASE OF MATERIALS:

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

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

1. In line with Public Procurement (Preference to Make in India), Order 2017 & its amendments issued by Govt. of India from time to time with a view to support the Indian industries, ISRO has implemented "Purchase Preference Policy". The "Purchase Preference" is applicable for the "Class-I Local Supplier" for the goods/ services/ works covered in this tender, subject to the following terms & conditions:-
2. a). The subject item falls under divisible category.
b). The offers are sought from Class I & II Local Suppliers.
3. Definitions: A supplier or service provider, whose goods, services or works offered for procurement, has local content:
 - i. Equal to or more than 50%: Class-I local supplier.
 - ii. More than 20% but less than 50%: Class-II local supplier.
 - iii. Less than or equal to 20%: Non-local supplier.

4. Local content' means the amount of value added in India (i.e. indigenous items/services added in the offered products/ services/ works) be the total value of the item offered (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties/IGST) as a proportion of the total value (excluding net domestic indirect taxes), in percent.
5. The margin of Purchase Preference shall be up to 20%.
6. Margin of purchase preference' means the maximum extent to which the price quoted by the Class-I local supplier above the L1 (landed cost).
7. L1' means the lowest technically accepted tender / bid / quotation (i.e. lowest landed cost including duties, taxes and freight & Insurance).
8. Purchase Preference Policy:- Goods/Works which are divisible in nature (required quantity is greater than 1 or not a package basis):
 - i. If L1 is 'Class-1 local supplier', the order/contract for full quantity shall be awarded to L1 bidder.
 - ii. If L1 bid is not from a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference (i.e. 20%) and contract for that quantity shall be awarded to such Class-I local supplier subject to matching the L1 price (inclusive of duties, taxes and freight & insurance).
 - iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In cases where none of the 'Class-I local supplier' within the margin of purchase agree to match L1 price, in such cases 100% quantity shall be ordered on original L1 bidder.
 - iv. In case no offers are received from 'Class-I local supplier' or none of the 'Class-I local supplier' falls within the margin of purchase preference of 20%, the order shall be processed on L1 vendor.
 - v. In case L1 bidder (not a 'Class-I local supplier') is not accepting splitting of order on 50:50 basis, in that case the order/contract shall be awarded to such 'Class-I local supplier' for full quantity subject to matching the L1 price.
 - vi. Regarding MSEs (Indian vendors):
 - a) The following additional aspect as indicated below would be applicable for procurement which are falls under divisible category (i.e., not applicable for indivisible category), in case of participation of MSEs in the tendering who are also complying to the Minimum Local Content (MLC) stipulated in the tender.
 - b) If any Indian vendor satisfies the requirement of MSEs stipulation and also falls within the purchase preference margin as called for in MSME policy (in case of matching L1 price) will be considered for ordering 25% of tendered quantity, the balance quantity / works will be considered for distribution amongst all bidders (including MSEs) as per the purchase preference policy.
 - c) In case no MSEs qualifies for purchase preference or do not match with L1 price then the total tendered quantity will be distributed amongst all bidders as per the purchase preference policy.
9. The 'Class-I & II local supplier' should provide a "Self Certification" along with technical offer indicating that the item offered meets the minimum local content [as per SI. No.(3)] as called for in the tender and provide the percentage of local content along with details of the location(s) at which the local value addition is made. In case of two bid tenders, it is mandatory to indicate compliance to MLC(minimum Local Content) in technical bid zone.
10. In cases the quoted price is in excess of Rs.1000 Lakhs (including duties, taxes and freight & Insurance) the 'Class-I & II local supplier shall provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing

chartered accountant (in case of suppliers other than companies) giving the percentage of local content.

11. A committee (with an external expert from a practicing cost accountant or practicing chartered accountant, if required) constituted for independent verification shall verify the self-declarations & auditor's / accountant's certificates on random basis, as per the requirements.
12. The ink-signed certificate shall be provided on vendors letter head along with the offer (in case of online tender, copy of ink-signed certificate shall be uploaded along with your offer under concerned tab. Original in Hard copy shall be produced on request). In case of non-submission of certificate, the purchase preference shall not apply.
13. In case of a complaint received from any local supplier indicating a need for review / verification of Local content of successful vendor / awarded vendor, for accepting a complaint from such complainant (w.r.t the false declaration given by the successful vendor on the local content), a complaint fee of Rs.2Lakhs or 1% of the locally manufactured items being procured (subject to a maximum Rs.5Lakhs), whichever was higher, to be paid by demand draft by the complainant. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.
14. False declarations will be in breach of code of the integrity for which a bidder or its successor's will not be eligible/debarred for purchase preference from further tenders / pending tenders for two years along with other actions as may be applicable.
15. The Public Procurement (Preference to Make in India), Order 2017 issued by Govt. of India indicates that if there are any general or specific restrictive clauses to restrict participation of Indian companies in those countries procurement tenders, reciprocity clause need to be invoked as per the order. Hence, if ISRO or Govt. of India come across that Indian suppliers of an item are not allowed to participate and / or compete in procurement by your government, the bid submitted by you will be not be considered and excluded from eligibility for procurement. Please note this point.

20. In case of Foreign/Import Tenders:

- a) The bidder shall clearly mention the full ordering address in capital letters.
- b) The bidder shall clearly mention their banker's address including their SWIFT code compulsorily.
- c) Any change of address shall be compulsorily supported by Documentary proof issued either by Governmental agencies or by Chamber of Commerce.
- d) Foreign Principal's Proforma Invoice/quote indicating the Agency Commission payable to the Indian Agent and the nature of after sales service to be rendered by the Indian Agent.
- e) Copy of the Agency Agreement between the Foreign Principal and the Indian Agent, and the precise relationship between them their mutual interest in the business.
- f) Registration and Item empanelment of the Indian Agent.

21. BENEFITS EXTENDED BY MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISE (MSME), GOVERNMENT OF INDIA

In order to avail of the benefits extended by Government of India to the Micro, Small and medium Enterprises, bidder should submit self attested copy of valid certificate of registration for specific services asked in the tender by any authority so authorized by Ministry of Micro, small and Medium Enterprise (MSME), Government of India to issue such certificate. Bidder will be required to produce original certificate when called for to do so by NESAC.

22. BID SECURITY DECLARATION

Micro Small and Medium Enterprise (MSME) and firms registered with NESAC are exempted from submission of Bid Security but in lieu of Bid Security bidders are required to submit along with the bid document signed "Bid Security Declaration" (Annexure-I) accepting that if they withdraw or modify their bids during period of validity etc, they will be suspended for the time specified in the tender documents"

Bid Security Declaration

Date: [Insert date (as day, month and year)]

Bid No.:

Tenderer/Bidder's offer no. _____ Dtd: _____

To,

The Director
 North Eastern Space Applications Centre
 Government of India
 Department of Space
 Umiam-793103, Meghalaya

Sub: Bid Security Declaration-Reg

We, understand that, according to your conditions, the Tender must be supported by a Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with NESAC for the period of time of 3 years starting from....., if we are in breach of our obligation(s) under the bid conditions because we:

- a) have withdrawn our bid during the period of bid validity specified in the Letter of Bid/Tender; or
- b) having been notified of the acceptance of our bid by NESAC during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security.

We understand this Bid-Securing Declaration shall expire if we are not the successful Tenderer/ bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Tenderer/bidder; or (ii) twenty-eight days after expiration of our Bid.

Signed: [insert complete name of person signing the Bid-Securing Declaration]

Duly authorized to sign the bid for and on behalf of : [insert complete name of Bidder]

Dated on _____ day of _____, _____ (insert date of signing)

Corporate Seal [where appropriate]

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all partners to the joint Venture that submits the bid]