



NATIONAL CENTRE FOR EARTH SCIENCE STUDIES

(An Institution under the Ministry of Earth Sciences, Govt. of India)

P.B. No. 7250, Akkulam, Thiruvananthapuram-695 011, Kerala.

PURCHASE & STORES DIVISION

Our Ref : PUR-PROC/25/2025-PUR-NCESS

(To be quoted in all correspondence)

Dt. 14/02/2025

Phone :(0471) 2511531

E-mail: purchase@ncess.gov.in

ncesspurchase@gmail.com

website : ncess.gov.in

To,

M/s. Sophos Technologies Pvt Ltd

Salgulshan Complex

Beside White House

Panchvati Cross Road

Ahmedabad, Gujarat

Pin - 380006

Sub: e-Procurement Single Tender

Dear Sirs,

Please send your offer along with descriptive catalogue/ pamphlet for the following items not later than **26/02/2025 at 06.00 PM (Tender Opening at 11.00 AM on 28/02/2025)**. The terms and conditions governing the tender are given at the bottom.

<i>Sl. No</i>	<i>DESCRIPTION</i>	<i>QUANTITY REQUIRED</i>
1	Upgradation of NCESS Internet Firewalls [Upgradation of NCESS Internet Firewalls, Sophos XG310 to Sophos XGS3100 with 5 Year Subscription along with High Availability (HA)]	1 No.

(Detailed specification and conditions are given separately)

INSTRUCTIONS TO THE TENDERERS AND TERMS AND CONDITIONS

- The quotation should be submitted by e-procurement in PDF format by 'logging on' on the website eprocure.gov.in/eprocure/app. The total file size of the documents submitted should not exceed 20 MB.**
- In place of a Bid security, the bidders must sign a Bid securing declaration along with the bid stating that "We accept that if we withdraw or modify our Bids during the period of validity, or if we are awarded the contract and we fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, we will be suspended for the period of time decided by NCESS from being eligible to submit bids for contracts with NCESS". The bids without this declaration or Udyog Aadhar Memorandum /NSIC will be rejected.**

3. Bidders from a country which shares a land border with India will not be eligible to participate in this tender, unless the bidder is registered with Department for Promotion of Industry and Internal Trade (DPIIT) under Order (Public procurement No. 1) issued by Ministry of Finance, Department of expenditure in line with OM No. F.No.6/18/2019-PPD dt 23rd July, 2020 and F.18/37/2020- PPD, dt. 08.02.2021 inserting Rule 144 (xi) in GFR 2017.
4. Startups: To promote make in India and startups, the prior turnover and prior experience for all startups shall be relaxed subject to their meeting of quality, technical specifications and tender conditions as per tender. The bidder who intends to participate as "startup" company should enclose the certificate towards startup enterprise registration/recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce and the certificate should be certified by the Chartered Accountant or should be registered with GeM as startup. Applicable certificate should be enclosed.
5. Fall Clause: An undertaking has to be provided by the bidder that it has not supplied / is not supplying similar product / systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product / systems or sub systems was supplied by the bidder to any other Ministry/Department of the Government of India, or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the bidder to NCESS, if the contract has already been concluded.
6. MAF: The authorisation from the manufacturer should be tender specific, i.e., tender reference number and date should be mentioned in the certificate. A bidder shall not have conflict of interest with other bidders. In cases, where the manufacturer has submitted the bid, the bids of its authorised dealer will not be considered and in case of violations, both infringing bids will be rejected.
7. Bids are liable to be rejected as nonresponsive if a Bidder fails to provide and/ or comply with the required information, instructions etc., incorporated in the Tender document or gives evasive information/ reply against any such stipulations. Furnishes wrong and/ or misleading data, statements(s) etc. In such a situation, besides rejection of the bid as nonresponsive, it is liable to attract other punitive actions under relevant provisions of the Tender Document for violation of the Code of Integrity.
8. During the evaluation of Techno-Commercial or Financial Bids, NCESS may at its discretion, but without any obligation to do so, seek any shortfall information/documents only in case of historical documents which pre-existed at the time of the tender opening and ask the Bidder to clarify its bid by a specified date. Bidder should answer the clarification with in that specified date (or, if not specified, 7 days from the date of receipt of such request). The request for clarification shall be submitted in writing or electronically. If discrepancies exist between the uploaded scanned copies and the Originals submitted by the bidder, the original copy's text, etc, shall prevail. Any substantive discrepancy shall be construed as a violation of the Code of Integrity, and the bid shall be liable to be rejected as nonresponsive in addition to other punitive actions under the Tender Document for violation of the Code of Conduct.
9. From the time of bid submission to awarding the contract, no Bidder shall contact NCESS on any matter relating to the submitted bid. If a Bidder needs to contact NCESS for any reason relating to this tender and/ or its bid, it should do so only in writing or electronically. Any effort by a Bidder to influence the Procuring Entity during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and bid shall be liable to be rejected as nonresponsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document.
10. After the award of contract, the supplier encounters conditions hindering timely delivery of the Goods, he/she shall promptly inform NCESS in writing about the same and its likely duration.

NCESS shall examine the situations and, at its discretion, may agree to extend the delivery Schedule, with or without Liquidated Damages (LD). When the period of delivery is extended due to unexcused delay, the amendment extending the delivery period shall, inter alia, be subject LD to a maximum deduction of the 10% of the delayed Goods contract price (all inclusive) and with and without denial clause. Nevertheless, NCESS shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST, customs duty or foreign exchange rate variation or any other variation clause which takes place after the expiry of the original delivery date.

11. Force Majeure: On the occurrence of any unforeseen event, beyond the control of either Party, directly interfering with the delivery of Goods arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by the NCESS in writing, the supplier shall continue to perform its obligations under the contracts far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event, If the force majeure condition(s) mentioned above be in force for 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days by giving 14 days' notice to the other party in writing. In case of such termination, no damage shall be claimed by either party against the other. None of the Party shall seek any such remedies or damages for the delay and/ or failure of the other party in fulfilling its obligations under the contract if it is the result of an event of Force Majeure.
12. **The bidder should enclose all relevant documents in a sequential manner as per the tender format.**
13. **The bid should contain the Bid securing declaration, Startup, Land Border declaration, Authorization from manufacturer, Fall Clause, Latest Price Proofs, Details of service Centre, Technical details with make, model and specification of each component, Technical Compliance statement, List of Customers, Brochures etc., wherever applicable.**
14. Catalogue/Brochure/Manual should be submitted along with the offer wherever necessary.
15. Warranty / Guarantee Clause needs to be mentioned necessarily wherever applicable.
16. The material should be delivered at NCESS or installed at the specified location and so the quotation should include all the charges for the delivery at NCESS/installation.
17. **In INR orders, the Customs Duty Exemption Certificate will be given to the supplier upon request. But the entire responsibility of customs clearance and delivery at NCESS will rest with the supplier. High sea sale is not accepted and should not be quoted.**
18. **The offer should be valid for 180 days from the due date of opening of tender.**
19. NCESS reserves right to accept the tender in part or full without assigning any reasons. The enquiry is not a commitment, and the purchaser reserves the right to reject or cancel any or all offers.
20. **Payment Terms:**

If Indian Purchase Order

- a. 90% upon delivery and acceptance of entire system by NCESS and submission of Invoice, applicable Test Certificate, Installation Certificate, Warranty Certificate.
- b. Balance 10% will be paid against submission of performance bank guarantee from a nationalized bank for the applicable amount valid for the warranty period plus 60 days or after successful completion of warranty period.

If Foreign Purchase Order

- a. LC will be established for 100% of order value against which 90% will be released on submission of Order Acceptance, Proforma Invoice, LC details and other shipping documents etc.

- b. Balance 10% will be after submission of performance bank guarantee from a nationalized bank for the applicable amount valid for the warranty period plus 60 days or successful completion of warranty period.

Net payment will be released after statutory deductions. No advance payment will be allowed, and no other payment terms will be considered.

21. In the event of placement of order, the successful bidder shall provide a Performance Bank Guarantee from a Nationalised Bank for 3% - 5% of the order value (DoE OM No. F.1/2/2023-PPD dated 01.01.2024) wherever applicable. The PBG should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.

22. Any further changes in the details, like the date of opening or specification, will be posted on our web site only.

Yours faithfully.

Sd/-

Deputy Manager (Purchase &Stores)

Technical Specification

<u>SL. No</u>	<u>Description</u>	<u>Quantity</u>
I.	<i>Upgradation of NCESS Internet Firewalls</i> Upgradation of NCESS Internet Firewalls, Sophos XG310 to Sophos XGS3100 with 5 Year Subscription along with High Availability (HA)	
	<u>Item Description</u>	
1	XGS 3100 Security Appliance – IN power Cord (XG3ATCHIN)	1 No.
2	XGS 3100 Xstream Protection – 60 MOS (XS3 10036ZZNCAA)	1 No.
3	XGS 3100 Security Appliance -IN power Cord – for HA(XG3ATCHIN)	1 No.
4	XGS 3100 Enhanced to Enhanced Plus Support Upgrade – 60 MOS (UP310036ZZNCAA)	1 No.
	<u>Supplier shall be responsible for:</u>	
a	Supply, Installation and Upgradation of Firewall with HA	
b	Configuration of high availability across the 2 nodes	
c	Migration of existing firewall configuration to the new platform	
d	Training should be provided to the Network Administrator -NCESS	
e	Documentation including user manual should be provided after completion of the work	

1. Technical Compliance Statement.

Required Specification			Spec offered (with make and model)	Whether complied	Brochure Page Nos.
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3	XGS 3100 Security Appliance -IN power Cord – for HA(XG3ATCHIN)	1 No.			
4	XGS 3100 Enhanced to Enhanced Plus Support Upgrade – 60 MOS (UP310036ZZNCAA)	1 No.			
	<u>Supplier shall be responsible for:</u>				
a	Supply, Installation and Upgradation of Firewall with HA				
b	Configuration of high availability across the 2 nodes				
c	Migration of existing firewall configuration to the new platform				
d	Training should be provided to the Network Administrator -NCESS				
e	Documentation including user manual should be provided after completion of the work				