



राष्ट्रीयसमुद्रप्रौद्योगिकीसंस्थान
NATIONAL INSTITUTE OF
OCEAN TECHNOLOGY

संविदा आमंत्रण सूचना(नि.आ.सू.)
NOTICE INVITING TENDER (NIT)



फार्म संख्या:
Form No. NIOT/S&P/NIT

e-Tender Schedule

निविदा संख्या/ Tender No.	NIOT/S&P/CMC/9441/2023-24	
कोजारी Issued To	Procurement of messaging gateway license for 4 years Trendmail email security	
निविदाप्रणाली/Tender Mode	Open Limited Tender Single Bid	
निविदाजारीहोनेकीतिथि Tender Issue date	22/01/2024	
निविदा बंद होने की तिथि व समय Tender Closing Date and Time	On 08/02/2024 at 3.00 PM	
निविदा खुलने की तिथि व समय Tender Opening Date and Time	On 08/02/2024 at 3.30 PM	
बोली का प्रकार एवं निविदा प्रस्तुतिकरण Bidding Type & Tender submission	Single Part Tender comprising of Technical Bid and Price Bid should be submitted electronically through e-Tender Portal www.eprocure.gov.in/eprocure/app	
निविदा प्रलेख उपलब्धता स्थानTender Documents available place	Tender documents can be freely downloaded from www.eprocure.gov.in/eprocure/app and our website https://www.niot.res.in/index.php/vendor/login till closing date and time of the Tender.	
ई-निविदा के लिये सहायता मैनुअल/Help manual for e-tender	Bidders may download the help documents and Bidders manual kit from www.eprocure.gov.in/eprocure/app For any technical queries related to operation of the Central Procurement Portal please mail to support-eproc@nic.in Helpdesk numbers are: Mobile Numbers- 91 8826246593 Tel: The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005. For any issues / clarifications relating to the tender(s) published kindly contact the respective Tender Inviting Authority.	
अपने प्रश्न ई मेल आईडी पर भेजें Send your queries to the email IDs	निविदा के अंतिम चरण तक/Upto Tender finalisations	support-eproc@nic.in / cphp-nic@nic.in tendergroup@niot.res.in / gopalakrishnaa.niot@gov.in / vaidehi.niot@gov.in / guberaan.niot@gov.in

राष्ट्रीय समुद्र प्रौद्योगिकी संस्थान **NATIONAL INSTITUTE OF OCEAN TECHNOLOGY**
वेलचेरी ताम्बरम मेन रोड **VELACHERY TAMBARAM MAIN ROAD**
नारायण पुरम, चेन्नै **600 100 NARAYANPURAM, CHENNAI 600 100**
रा.स.प्रौ.सं. वेबसाइट/NIOT Website : <https://www.niot.res.in/index.php/vendor/login>

Bidders may download the help documents and Bidders manual kit and FAQ from www.eprocure.gov.in/app . Toll free Helpdesk phone number 180030702232

a) For any technical queries related to operation of the Central Procurement Portal please mail to cppp-nic@nic.in OR please call 24 x 7 Toll Free No. **1800 3070 2232** and Mobile Numbers **91 7878007972, 91 7878007973, 91 7574889871, 91 7574889874**.

b) In addition to the above numbers, the new helpdesk numbers are: Mobile Numbers- 91 8826246593 **Tel** : The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005. Please mail to support-eproc@nic.in

c) For any policy related matter / clarifications pl contact cppp-doe@nic.in - managed by Dept of Expenditure, Min of Finance.

d) For any issues / clarifications relating to the tender(s) published kindly contact the respective Tender Inviting Authority (NIOT).

e) **The prospective Bidders should register themselves in the CPPP Portal and submit the Bids electronically through the CPPP portal. The paper based physical Tender submission is not permitted.**

INDEX

- [1. Submission of bids](#)
 - [2. NIT shall form part of the Order](#)
 - [3. Terms and conditions of NIT](#)
- INSTRUCTION TO BIDDERS**
- [4. Security](#)
 - [5. Contacting NIOT](#)
 - [6. Vendor Registration](#)
 - [7. Tender Opening](#)
 - [8. Pre-Qualification](#)
 - Commercial
 - [9. Default in Performance](#)
 - [10. Goods Supply](#)
 - [11. Order Acceptance](#)
 - [12. Change of Name after award](#)
 - [13. One Bid per Bidder](#)
- BIDDING CONDITION**
- [14. Due date Extn, Corrigendum to NIT](#)
 - [15. Unscheduled holiday in Chennai](#)
 - [16. Unsolicited correspondences](#)
 - [17. Submission of tender](#)
 - [18. Late Bids](#)
 - [19. Bid Validity](#)
 - [20. Bid validity extension](#)
 - [21. Conditional offers / quotations](#)
 - [22. Import quotations](#)
 - [23. Signing of bids](#)
 - [24. Site Visit](#)
 - [25. Arithmetical errors](#)
 - [26. The broad configuration](#)
 - [27. Acceptance of bids](#)
 - [28. The compliance sheet](#)
 - [29. Bid or modification to bids](#)
 - [30. Canvassing](#)
 - [31. Award](#)
 - [32. Commercial compliance](#)
 - [33. Unrealistic bids](#)
- TERMS AND CONDITIONS of THE CONTRACT**
- [34. Quote Value](#)
 - a. [Firms inside India](#)
 - b. [Firms outside India](#)
 - [35. Guaranteed time of delivery](#)
 - [36. Extension of delivery period](#)
 - [37. Delay in Completion / LD](#)
 - [38. Partial Delivery](#)
 - [39. Insurance](#)
 - [40. Service contract Insurance](#)
 - [41. Transportation](#)
 - [42. Risk Purchase](#)
 - [43. Incidental Services](#)
 - [44. Spare Parts](#)
 - [45. Warranty](#)
 - [46. Payment: NO ADVANCE](#)
 - [47. Force Majeure](#)
 - [48. Discounts](#)
 - [49. Price](#)

- [50. Taxes and duties](#)
 - I Payable only for the Indian bidder:
 - a) [GST](#)
 - II Deductibles :
 - a) [Deduction of IT for Indian bidders](#)
 - b) [Deduction of IT for foreign bidders](#)
 - c) [GST-TDS](#)
- [51. Benefit of exemption of Tax](#)
- [52. Arbitration](#)
- [53. SUBMISSION OF TECHNICAL DOCUMENT](#)
- Documents Establishing Bidder's Eligibility and qualifications**
- [54. Eligibility](#)
- [55. Authorisation](#)
- [56. OEM & Agent](#)
- Guidelines For A Bidder From A Country Which Shares A Land Border With India.**
- [57. Guidelines](#)

INTRODUCTION

National Institute of Ocean Technology (NIOT) is an autonomous body under the Ministry of Earth Sciences, and is involved in developing technology for utilizing ocean resources in an eco-friendly manner.

Notice Inviting Tender Document

E-bid is invited for the supply of **Procurement of messaging gateway license for 4 years Trendmail email security** to NIOT, Chennai as per the specification enclosed.

1. Submission of bids

1. Bidders are advised to submit their quotation in single part containing Technical, Commercial and price bid together should be submitted electronically through e-Tender Portal www.eprocure.gov.in/eprocure/app

2. This NIT shall form part of the Order / Contract document.

3. Terms and conditions indicated in the NIT shall be superseded by the terms and conditions mentioned in the Special conditions of contract (SCC) indicated.

INSTRUCTION TO BIDDERS:

4. Security: Any information / material / document supplied along with this tender or after placement order should not be disclosed or copied without written permission from NIOT.

5. Contacting NIOT: No correspondence / discussion / visits whatsoever will be entertained on the subject unless specifically called by this office after opening the tender for clarifications. Any violation of this will render the quotation invalid and the firm is liable to be removed from our approved vendor list. However if vendor requires any clarification on the bid, the query may be mailed to the respective mail ID at the top of NIT.

6. Vendor Registration: The vendor can apply for Password by submitting few of their company particulars (one time) in to NIOT vendor registration menu of our website and get the password through email to download the tender document from NIOT website for free of cost. However to become a registered vendor of NIOT, vendor should furnish the signed hardcopy of all the details submitted on line and get the Vendor Registration Certificate of NIOT after the appropriate evaluation by NIOT.

7. Tender Opening: All the tenderers can participate in the tender opening with proper authorization letter from the respective Company.

8. Pre-Qualification.

Commercial

- a) Submission of GST Registration Certificates as applicable.
- b) Supplier should have previous experience in supply of similar items to recognized institutions.
- c) **The goods / items quoted are manufactured in India and not imported from any country.**

9. Default in Performance: If any Vendor is not successfully discharging their contractual obligations against the order / contract placed on them by NIOT within the agreed time limit, (OR) if there is any deficiency in performing such obligations, NIOT reserves the right to suspend such Vendor from their participation in future tenders of NIOT for a minimum period of one year. Even after revoking the suspension period the Vendor's performance still continues to be the same without any improvement, NIOT reserves its right to BAN such Vendor permanently from participation in all the tenders of NIOT.

10. Goods shall not be supplied without an Official supply order

11. Order Acceptance: The successful bidder should submit order acceptance within 7 days from the date of order.

12. Change of Name after award: Request / intimations with regard to change of name of the contract or constitution of the contractor after the tender opening or award of contract shall not be allowed as a matter of right. The bidders / contractors are required to submit all relevant documents with regard to change of name or/and change of constitution and the circumstances leading to such change beforehand. It shall be the discretion of NIOT to proceed with the contract after such changes and in case, NIOT decides to proceed with the contract, it may require the bidder / contractor to execute further agreements with regard to execution / implementation of the contract.

13. One Bid per Bidder: A firm shall submit only one bid either individually or as a partner of a joint venture. A firm that submits either individually or, as a member of a joint venture, more than one bid will result in rejection of all the bids.

BIDDING CONDITION

14. Due date Extension, Corrigendum to NIT: Any corrigendum including due date extension for NIT, Pre-bid minutes of meeting if any will be notified in NIOT website. Hence bidders are requested to watch our website for such due date extension and corrigendum if any.

15. In case of the unscheduled holiday in Chennai being declared on the prescribed closing/opening day of the tender, the next working day will be treated as the scheduled prescribed day of closing/opening of the tender.

16. Unsolicited correspondences: NIOT will not entertain any unsolicited correspondence or queries on the status of offer against this tender.

17. Submission of tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant etc. will be issued to him by NIOT and local conditions and other factors bearing on the execution of the works. Conditional offers are liable for rejection

18. Late Bids

Any bid received by NIOT after the deadline for submission of Bids prescribed in the front page of this NIT will be treated as late tender / invalid tender and will not be taken cognizance of.

19. Bid Validity: Bids shall remain valid and open for acceptance for a minimum period of 120 days or for the period indicated in the SCC of this NIT whichever is more from the date of opening of Unpriced Techno-commercial Bids. A Bid valid for shorter period may considered as unacceptable and liable for rejection.

20. Bid validity extension: In exceptional circumstances, prior to expiry of the original Bid validity period, NIOT may request the Bidder for a specified extension in the period of validity. The request and the responses thereto shall be made in writing. A Bidder agreeing to the request will not be required nor permitted to modify his bid, and will be required to extend the validity of his Bid Security correspondingly. When bid validity is extended EMD BG also deemed to have been extended automatically.

21. Conditional offers/ quotations shall not be accepted.

22. Imports: Quotations covering imports should be in foreign currency for the item to be imported by us and in INR for the local supply / services. However to facilitate evaluation and comparison the bid prices indicated in various currencies will be converted in to INR at the Bank closing selling exchange rate established by Canara Bank on the date of price bid opening. Since the bidders are permitted to quote in any currency and also payment is made in the same currency, NIOT shall not compensate for any foreign exchange fluctuations. Indian bidders cannot quote in foreign currency.

23. Signing of bids: Each page of the tender and tender document shall be signed by the bidder. Unsigned bid is liable for rejection.

24. Site Visit: If any site visit is made, it should be formally documented and enclosed with the offer.

25. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Contractor does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

26. The broad configuration / specification of the proposed purchase / work are given. Bidders are required to keep their proposal strictly as per the specification prescribed.

27. Acceptance of bids: NIOT may accept or reject any/all tenders including the lowest tender without assigning any reasons whatsoever. NIOT also reserves its right to accept any tender in part or parts only with such conditions as it may prescribe. NIOT is not bound to accept the lowest tender. NIOT expects full technical compliance and expects full scope of integrated supply as per tender specification and do not accept partial tenders.

28. The compliance sheet with reference to the specifications should be furnished against each parameter while submitting the quotation, which is absolutely necessary. THE TENDERER SHALL SUBMIT TECHNICAL & COMMERCIAL COMPLIANCE SHEETS ALONG WITH THEIR OFFER. TENDERS WITHOUT COMPLIANCE SHEETS

WILL NOT BE EVALUATED. The Price bid should be unconditional. Care should be taken while furnishing the information in the compliance sheet based on which the evaluation will be done.

29. Bid or modification to bids received after closing date and time: shall not be considered. Such modified bid together with original bid will be summarily rejected. Modification to the bid after opening the bid will not be considered unless specifically requested for by NIOT.

30. Canvassing: Exerting pressure and/or offering inducement in any form by the bidder or by any other person on behalf of the bidder shall disqualify the bid and lead to its rejection.

31. Award: NIOT shall place the Purchase order/ work order either consolidated or separately for each of the title.

32. Commercial compliance as per the NIT shall be furnished along with the offer.

33. Unrealistic bids with either cost which is impossible to achieve or for bidders who show that they are completely inexperienced or have completely inappropriate equipment will be rejected.

TERMS AND CONDITIONS GOVERNING THE CONTRACT

34. Quote value:

a) Firms inside India: Quotations should be for free delivery to this Institute. Consignment freight and insurance charges by passenger train / Road transport must be indicated. If EX-Godown, packing forwarding freight and insurance charges must be indicated separately. The term 'Extra' shall be avoided.

b) Firms outside India: Quotations should be for, F.O.R, NIOT, Chennai. If F.O.R. consignment freight charges by passenger train / Road transport must be indicated. If EX-Godown, packing forwarding freight charges must be indicated separately. Goods should be supplied carriage paid and insured for Contractor godown to consignee warehouse Chennai.

35. Guaranteed time of delivery – specific performance of contract: The time of delivery including testing and handing over in satisfactory condition is the essence of the contract and the shipment should be effected as per the schedule given in SCC. In the event of part supply, NIOT shall withhold the entire payment until the whole of the supply as per the order is delivered. In case if the delivery schedule indicated in the SCC is not stipulated as essential criteria, Contractor may indicate the period of delivery required for them.

36. Extension of delivery period: If the completion of systems / components is delayed for reasons of force majeure such as acts of God. Acts of Public enemy, acts of Government, fires, floods, epidemics, quarantine restrictions, illegal strikes and freight embargoes, the Contractor shall within 3 days from the date of such occurrence, give notice to NIOT in writing of his claim for extension of delivery period. NIOT on receipt of such notice may agree to extend the Contract delivery date as may be reasonable but without prejudice to other terms and conditions of the contract. Unless the extended delivery period is agreed by NIOT in writing, contractor cannot claim the extension of delivery time as a matter of right. NIOT shall have the right to either cancel/extend the order validity/ levy LD LC as appropriate.

37. Delay in Completion / Liquidated Damage (LD): If the Contractor shall fail to deliver the systems / components within the time specified in the Contract, NIOT shall recover from the Contractor as liquidated damages a sum of **0.5%** (½ percent) of the contract price of the undelivered systems /components for each week of delay (or) part thereof. The total liquidated damages shall not exceed **5%** (5 percent) of the contract price of the unit or units so delayed. Systems / components will be deemed to have been delivered only when all essential components parts are also delivered. If any essential components are not delivered in time, the entire system / components will be considered as delayed until such time the missing parts are delivered.

38. Partial Delivery: In general all supplies are to be delivered as per the schedule of the contract only. In case if NIOT's request / vendor's convenience part supplies will be accepted only on issue of amendment to the order / contract on the delivery schedule. Part supply without written order will not be accepted. However payment will be effected as stipulated in order / contract.

39. Insurance: The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in SCC.

40. Service contract Insurance:

Contractor shall take out and keep in force adequate insurance to cover all risks. (a) In respect of their personnel deputed to work under the Contract. (b) In respect of their own as well as hired equipment (to the extent of their insurance interest) tools, materials, and operational facilities used during the entire period of their engagement in connection with the Contract to the insurable value of equipment, manpower and other things.

NIOT shall have no liability whatsoever in this regard. Such insurance policies of the Contractor shall embody the following clauses

"The Insurers hereby waive their rights of subrogation against National Institute of Ocean Technology, or any of their employees or their subsidiaries, affiliates or assigns."

41. Transportation: Where the Contractor is required under the Contract to transport the Goods to a specified place of destination within India defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Contractor, and the related cost shall be included in the Contract Price.

42. Risk Purchase: If the contractor fails to deliver the stores or any installment thereof within the period fixed for such delivery or at any time repudiates the contract before expiry of such period, NIOT is entitled to cancel the contract and source purchases from third parties the stores not delivered at the risk and cost of the defaulting contractor.

43. Incidental Services

The Contractor may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) Performance or supervision of the on-site assembly and / installation and commissioning of the supplied Goods;
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- I Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Contractor of any warranty obligations under this Contract; and
- (e) Training of NIOT's personnel, at the Contractor's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.

44. Spare Parts

As specified in the SCC, the Contractor may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Contractor for at least 5 years from the date of acceptance:

- (a) such spare parts as NIOT may elect to purchase from the Contractor, providing that this election shall not relieve the Contractor of any warranty obligations under the Contract; and
- (b) In the event of termination of production of the main product and spare parts:
 - (i) advance notification to NIOT of the pending termination, in sufficient time to permit NIOT to procure needed spare part requirements; and
 - (ii) following such termination, furnishing at no cost to NIOT, the blueprints, drawings and specifications of the spare parts, if requested.

45. Warranty: The Contractor warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Contractor further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by NIOT's Specifications) or from any act or omission of the Contractor, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

This warranty shall remain valid for 12 months after the installation of the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for 18 months after the date of shipment from the place of loading whichever period concludes earlier, unless specified otherwise in the SCC. The warranty certificate should be furnished in the prescribed format in your letterhead. If the Vendors standard warranty is more than 12 months the same shall be extended to NIOT.

NIOT shall promptly notify the Contractor in writing of any claims arising under this warranty.

Upon receipt of such notice, the Contractor shall, within the period specified in SCC and with all reasonable

speed, repair or replace the defective Goods or parts thereof, without cost to NIOT other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from ex-works or ex-factory or ex-showroom to the final destination.

If the Contractor, having been notified, fails to remedy the defect(s) within the period specified in SCC within a reasonable period, NIOT may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which NIOT may have against the Contractor under the Contract. Also such failure shall lead to suspension of vendor from participation as deemed fit by NIOT.

46. Payment: As per standard terms payment for import will be made through **Wire transfer** after supply & acceptance and upon fulfillment of other obligations stipulated in the order / contract or **Irrevocable Letter of Credit AT SIGHT FOR 30 DAYS** to be opened through our Banker. The required documents such as warranty certificate, test certificates to be submitted pursuant to GCC Clauses. Bank charges inside India to NIOT account and all Bank charges outside India to Contractor account only. NO ADVANCE PAYMENT WILL BE CONSIDERED.

47. Force Majeure:

For purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of NIOT either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Contractor shall promptly notify NIOT in writing of such conditions and the cause thereof. Unless otherwise directed by NIOT in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

48. Discounts:

Bidders are advised not to indicate separate discounts. Discounts, if any, should be merged in the rates against the quoted items.

49. Price:

The price shall include but not limited to

- a) Costs of goods covered in this contract.
- b) Taxes.
- c) HSN code of the product.
- d) Transportation and packing cost (Sea / Air worthy packing of internationally acceptable practices withstand transit and Transshipments by sea / air / road / rail)
- e) Cost of handling, documentation, freight, insurance from contractor's ware house up to NIOT warehouse, installation and commissioning of the equipment when part of contractual obligation.
- f) Charges for all testing
- g) Cost towards third party inspection at various stages as set forth in the contract.
- h) Cost of Installation, testing, commissioning and handing over of goods as set-forth in the contract.
- i) Cost of Training of NIOT officials as set forth in the contract.
- j) Cost of Books, manuals, software as set-forth in the contract.

The Bidder shall indicate on the appropriate price schedule form, the unit prices and total bid prices of the goods he proposes to supply under the contract strictly as per price bid format of tender.

50. Taxes and duties:

I Payable only for the Indian bidder:

- a) **GST Registration:** You may submit a copy of GST Registration certificate along with your quotation.

II Deductibles:

- a) **Deduction of Indian Income Tax Deduction at Source for the Indian bidders:** TDS will be deducted as applicable. Valid Permanent Account Number (PAN) is mandatory.
- b) **Deduction of Indian Income Tax Deduction at Source applicable to foreign bidders:** Deductible for all the services rendered for India as per avoidance of double taxation treaty between your Country and Govt. of India. Without Tax Residency Certificate / Tax Identification No. at your country of residency, tax deduction at source will be @20% and with Tax Residency Certificate / Tax Identification No. at your country of residency, tax deduction at source will be @ 10% as per DTAA rate. However, the applicable taxes at the time of actual utilization of service, etc. will be deducted.
- c) **GST-TDS:** NIOT has enrolled under GST in the category "Tax Deductor". The bidders are requested to update their database regarding NIOT's Registration under GST-Tax Deductor.

TDS @ 2% on the order value towards GST will be deducted on payments made to the supplier in respect of goods and/or services, supplied/provided.

Name of the Organization	NATIONAL INSTITUTE OF OCEAN TECHNOLOGY
Address	NIOT Campus, Velachery Tambaram Main Road, Pallikaranai, Chennai-600100, TamilNadu.
Email	postmaster@niot.res.in
Telephone No.	044-66783300
Tax Deductor GSTIN	33AAATN0530G1Z6

51. Arbitration / Disputes In the event of any dispute, difference, interpretation or application relating to this agreement arises, the same shall be settled amicably by the parties. In case the dispute or differences could not be settled amicably, the same shall be referred for adjudication through Arbitration by an Arbitrator to be appointed by the Director, NIOT.

The Arbitration shall be concluded in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any statutory modifications or reenactment thereof and the rules made their under and for the time being in force shall apply to the arbitration proceedings. Venue of such arbitration shall be at Chennai in India. The language of arbitration proceedings shall be English. The Arbitrator shall make a reasoned award (the "award"), which shall be final and binding on the parties. The cost of the arbitration shall be shared equally by the parties to the contract. However, expenses incurred by each party in connection with the preparation, presentation etc., shall be borne by each party.

52. SUBMISSION OF TECHNICAL DOCUMENT

Specifications are basic essence of the product. It must be ensured that the offers are strictly as per our specifications. At the same time it must also be kept in mind that merely copying our specifications in their quotation shall not make firms eligible for consideration. The documentary evidence of conformity of the goods and services to the Bid document may be in the form of literature, drawings and data and shall consist of:

- a. A list giving full particulars including available sources and current prices, of spare parts, special tools etc., necessary for the proper and continuing functioning of the goods for a period of two years, following commencement of the use of the goods by NIOT; and
- b. An item-by-item commentary on NIOT's Technical specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical specifications.
- c. For purposes of the commentary to be furnished pursuant to above, the Bidder shall note that standards for workmanship, material and equipment, and reference to brand names or catalogue numbers designated by NIOT in its Technical specifications are intended to be descriptive only and not restrictive. They may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to NIOT's satisfaction that the substitutions ensure substantial equivalence to those designated in the technical specifications. Technically unsuitable offers, offers not confirming to tender schedule shall be rejected.

The broad configuration / specification of the proposed purchase / work are given. Bidders are required to keep their proposal strictly as per the specification prescribed

Relevant literature pertaining to the items quoted with full specifications (and drawing, if any) duly signed by the authorized official should be sent along with the quotations, wherever applicable. Samples if called for, should be submitted free of charges, and collected back at the Contractor's expenses. To explain the product offered, if there is no Technical Literature / catalogue, offer is liable for rejection. Offer must contain all relevant technical details, test procedure etc. Any erasures / over writing shall be counter signed by the person who is signing the bid. Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the bid sign them.

Documents Establishing Bidder's Eligibility and qualifications

53. Eligibility: The bidder shall furnish, as a part of his bid, documents establishing the bidders' eligibility to bid and his qualification to perform the contract if his bid is accepted. The bidder must possess TIN No., PAN No. and any other registration to claim the statutory levies.

54. Authorisation: The bidder is qualified only when he is the original manufacturer or established dealer with original manufacturer's authorization letter to quote, sell and service the products offered as per the prescribed format in our web site along with agency agreement.

55. OEM & Agent: In a tender, either the Indian agent on behalf of the Principal / OEM or Principal / OEM itself can bid but both cannot bid simultaneously for the same item / product in the same tender.

If an agent submits bid on behalf of Principal / OEM, the same agent shall not submit a bid on behalf of another Principal / OEM in the same item / product.

In case a bidder not doing business within India, he shall furnish the certificate to the effect that the bidder is or will be represented by an agent in India equipped and able to carry out the supply, maintenance, repair obligations etc. during the warranty and post warranty period or ensure a mechanism at place for carrying out the supply, maintenance, repair obligations etc. during the warranty and post warranty period. OEM also shall provide agency agreement and indicate agency commission payable to make remitting in INR.

56. GUIDELINES FOR ELIGIBILITY OF A 'BIDDER FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA': (Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020 issued by Department of Expenditure, Ministry of Finance, Govt. of India in this regard are available at website <https://doe.gov.in/procurement-policy-divisions>)

- I) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. [Competent Authority for the purpose of registration shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), as mentioned under Annex I of the Order (Public Procurement No.1) dated 23.07.2020]
- II) "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
- III) "Bidder from a country which-shares a land border with India" for the purpose of this Order means;
-
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV) The beneficial owner for the purpose of (3) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person (s), has a controlling ownership interest or who exercises control through other means. Explanation.
 - a. "Controlling ownership interest" means ownership of or entitlement to, more than twenty-five per cent, of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical

- person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- CERTIFICATE REGARDING COMPLIANCE: a) Bidders shall submit following certificate: "We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. We certify that bidder M/s. _____ (name of the bidder) is not from such a country or if from such a country, has been registered with the Competent Authority. We hereby certify that bidder M/s. _____ (Name of bidder) fulfills all the requirement in this regard and is eligible to be considered against the tender." [wherever applicable bidder must submit evidence of valid registration by Competent Authority] b) The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. Bidder shall submit the following certificate in this regard: "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. We certify that bidder M/s. _____ (Name of bidder) will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority." [wherever applicable bidder must submit evidence of valid registration by Competent Authority] If such certificate (as mentioned as (a) & (b) above) given by a bidder whose bid is accepted, is found to be false, this would be a ground for immediate rejection of bid/termination of contract and forfeiture of EMD/Security Deposit. The above certificate shall form part of PO/contract. The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.
- VI. Further, the above guidelines will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India.
- VII. 'Agent' mentioned in the above guidelines also includes dealer/distributor/sole selling agent.
-

Commercial Terms Compliance sheet (The format should not be altered)

Sl. No	Particulars	Yes	No	offer Page Ref
1	Whether every page of the tender document is signed for acceptance of tender and uploaded along with the offer?			
2	Whether Taxes and duties are shown separately in the quote. (Registration numbers for claiming the same to be strictly indicated)			
3	Whether accepted to submit the order acceptance within 7 days from the date of order?			
4	Whether Quote is valid for 90 days from the due date of tender or time specified in the tender document whichever is later?			
5	Whether payment terms of the tender is complied with?			
6	Whether the bidder satisfies the Pre- qualification criteria			
	a. a copy of your GST Registration certificates and PAN details are attached (Mandatory qualifying condition)			
	b. Supplier should have previous experience in supply of similar items to recognized institutions. (Mandatory qualifying condition)			
7	Whether price is DAP / FOR NIOT, Chennai?			
8	Whether the freight cost is included, if not included whether the freight cost is indicated separately?			
9	Whether the authorization letter exclusively for this tender, from the original manufacturer is enclosed?			
10	Whether the delivery period is clearly indicated, and is as per tender?			
11	Whether the cost of installation / inspection / testing explicitly mentioned in the quote?			
12	Whether Past track record of quality and service is enclosed?			
13	Whether list of deliverables attached and comply as per tender?			
14	Whether liquidated damage clause is acceptable in case of delayed supply?			
15	Whether the tender is fully complying with tender specification/Adjustment if no, list out deviations very clearly along with the appropriate reason for the deviation?			
16	Whether item-wise price is quoted as per price bid and quoted price is realistic?			
17	Whether technical specification has been duly filled in and submitted with the tender document is uploaded along with the quotation.			
18	Whether HSN code of the product has been indicated?			
19	Whether your firm is registered under MSME/ NSIC/DIC/UAM? If yes enclose copy of registration			
20	Whether a certificate of compliance to guidelines for eligibility of a 'bidder from a country which shares a land border with India' is enclosed?			

PRICE BID FORMAT

S. No.	Description	Quantity	First Year Unit rate (Rs.)	Second Year unit rate (Rs.)	Third Year Unit rate (Rs.)	Fourth Year Unit rate (Rs.)
1.	Trend Micro Email security standard for the year 2024-2028 as per the specification	550 Nos.				
2.	Any other charges, (Details to be indicated.)	Lumpsum				
3.	GST as applicable	%				
4.	Total Amount					

Note:

*** For Supply**

The GST will be paid as applicable.

For Service

GST @ 18% is applicable.

NIOT has enrolled under GST in the category "Tax Deductor". The bidders are requested to update their database regarding NIOT's Registration under GST-Tax Deductor. (See clause No.51 II (c))

TDS @ 2% on the order value towards GST will be deducted on payments made to the supplier in respect of goods and/or services, supplied/provided if the value exceeds Rs. 2.5 lakhs.

1. The copy of the GST registration certificate to be attached.
2. The duly filled technical and commercial compliance sheets should be submitted along with quotation/offer.

We agree to all applicable terms and conditions listed in the tender document.

Signature with Seal

Technical specification for Procurement of messaging gateway license for 4 years
Trend mail email security

S. No.	Item Description	Specification	Specification of item offered/quoted
1	Email Security	The email security gateway solution should be fully cloud-based (Cloud), should work automatically (in the style 'zero maintenance' – where tool administration interventions are minimal) and should be able to stop spam messages, viruses and other malware. Cloud Email Security solution must be proposed for protecting 1000 mailboxes	
2	Email Security	The Proposed solution service availability should be 100% uptime	
3	Email Security	The maximum latency in proposed solution should not be more than one minute.	
4	Email Security	The solution should be able to enable IP reputation-based filtering for at least: Senders allowed based on IP address, Blocked Senders based on IP address, and Blocking emails based on countries and regions.	
5	Email Security	The solution should allow the creation of rules for entering and exiting emails.	
6	Email Security	The solution should be able to allow Sender and Recipient Filtering to at least: Senders approved by email address or domain, Senders blocked by email address or domain, and validate email entry recipient.	
7	Email Security	The solution should be able to detect signature-based spam and patterns.	
8	Email Security	The solution should have Anti-Phishing, Anti-Spear-Phishing, Machine Learning, Anti-Ransomware Protection.	
9	Email Security	The solution should have URL's analysis on the body of the email.	
10	Email Security	The solution must have domain-based authentication capabilities like DKIM, DMARC and SPF.	
11	Email Security	The solution must have the resource to analyze the URL before the user click.	
12	Email Security	The solution should have Social Engineering Counter-Attack Protection.	
13	Email Security	The solution should be able to use at least the following reputation databases: Known Spam Source (RBL), Dynamically Assigned IP (DUL) and Emerging Threat List (ETL).	
14	Email Security	The solution must have a dashboard with information from Ransomware, Sandbox Analysis, Email Commitment, Machine Learning, Spam, Email Volume and Quarantine.	
15	Email Security	The dashboard should allow export to JPEG/ PNG/PDF and CSV formats.	
16	Email Security	The solution must have the Banner or Co-branding Service (customization of the portal with the customer logo).	
17	Email Security	The solution should be integrated with Active Directory	
18	Email Security	The solution should enable multiple domain management.	

19	Email Security	The solution should allow integration with Microsoft Office 365 and customer-defined email server.	
20	Email Security	Email rules must have fields with date, modification, notes, last modification and name.	
21	Email Security	The solution must have an email continuity service so that if the email service is off-air or maintenance the platform stores the emails for 10 days. This should be available without additional extra license/cost.	
22	Email Security	The email continuity service must provide a mailbox so that the user can download the emails & also compose and sent the mail in case if Customer's email infrastructure is not working.	
23	Email Security	The solution should be able to: Detect and block new malware (or for which there is no signature/vaccine) / zero-days in attachments and messages through the use of cloud sandbox technology.	
24	Email Security	Solution should provide cloud sandbox technology for the emails	
25	Email Security	Sandbox technology should analyze File-based & URL-based attacks.	
26	Email Security	The solution should be able to encrypt policy-based emails.	
27	Email Security	Policies must contain at least: Email sender address, Sender Domain, Email Recipient Address, Recipient Domain, Attachment Name or Extension, Attachment or Message Size, Number of Attachments, Keywords in the content of the attachment, Keywords in the subject, Keywords in the body, Keywords in the header, and Recipient number	
28	Email Security	The solution should have antivirus mechanism for email protection, IP reputation mechanism and should inspect and block attachments with hacking tools, adware, spyware and suspicious programs.	
29	Email Security	The solution should allow and block untested URLs based on the web-reputation database of vendor.	
30	Email Security	The IP reputation feature should allow you to add IPs to the blocked or approved list.	
31	Email Security	The solution should allow the configuration of TLS checking.	
32	Email Security	The TLS configuration should be by domain with mandatory and opportunistic options.	
33	Email Security	Business Email Compromise(BEC) protection should allow you to add critical users in order to detect threats against them.	
34	Email Security	The solution should identify marketing emails such as social networks, forums and information bulletins.	
35	Email Security	The spam setting must have at least three levels: low, medium and high.	
36	Email Security	The solution must allow the tracking of messages sent and received.	
37	Email Security	Message tracking must have the following fields: date, direction, origin, recipient, subject, SHA-256 of the attachment and travel accepted/traffic denied, and must have filters: last minute, last 24 hours, last 7 days, last 14 days, last 30 days and customization of the period.	
38	Email Security	The policy log must have the following fields: date, origin, recipient, subject, rule name, threat type, and message id.	

39	Email Security	The solution must have logs of activities performed on the console.	
40	Email Security	The solution should allow you to track users who clicked URLs based on the URL click policy.	
41	Email Security	The solution should support via email notification.	
42	Email Security	The solution must have predefined notification templates for policy violations.	
43	Email Security	The solution should have native reports with information about the threats detected.	
44	Email Security	The solution should allow integration with Syslog.	
45	Email Security	The solution should allow quarantine management	
46	Email Security	The solution should allow the customization of quarantine notification for less weekly, once or more times during the day.	
47	Email Security	In the email with the quarantine summary the solution should provide the option to add the email to a list of approved sender	

Note:

The literature/brochure/write up of the items quoted should be uploaded.

Terms and Conditions:

- 1. Validity:** Quote should be valid for **90 days**.
- 2. Payment:** 100% Payment will be made **within 30 Days** after the renewal and installation of the email security for particular license. No advance payment shall be made.
- 3. Delivery:** The email security software should be provided to **NIOT, Chennai within three weeks** from the date of receipt of the order.
- 4. Part Supply:** Not Allowed. All the items should be delivered in a single lot within the stipulated time.

We agree to all terms and conditions as per tender document.

Date:

Signature of supplier

Place:

Stamp