



Regional Centre for Biotechnology

NOTICE INVITING ONLINE TENDER

FOR

EXTENSION OF WARRANTY

**OF FIREWALL AND ANALYZER “FORTIGATE-
500D& FORTIGATE-200D”**

Regional Centre for Biotechnology
NCR Biotech Science Cluster
3rd Milestone, Faridabad-Gurugram Expressway
Faridabad - 121 001

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REGIONAL CENTRE FOR BIOTECHNOLOGY

An institution of education, training & research

(Established by the Dept. of Biotechnology, Govt. of India under the auspices of UNESCO)
NCR Biotech Science Cluster, 3rd Milestone, Faridabad-Gurugram Expressway, Faridabad

FileNo. RCB/IT EQ/WARRANTY/19-20/02

Date 14.11.2019

On behalf of Regional Centre for Biotechnology, Online bids are invited from reputed agencies / firms for undertaking Extension of warranty of firewall (FORTIGATE-500D& FORTIGATE-200D) at RCB office at NCR Biotech Science Cluster 3rd Milestone, Faridabad-Gurugram Expressway Faridabad - 121001, for a period of three years. All details regarding the subject tender are available on RCB website www.rcb.res.in, CPP Portal&https://dbt.euniwizarde.com. Bidders are, therefore, requested to visit RCB website regularly to keep themselves updated.

SCHEDULE

1.	Name of Work	EXTENSION OF WARRANTY OF FIREWALL AND ANALYZER “FORTIGATE-500D & FORTIGATE-200D”
2.	Tender Processing FEE	As per charges mentioned on e-Tender portal (minimum Rs. 750/- up to maximum Rs. 7500/- @ 0.1% of the tender value + applicable GST @18%)
3.	Earnest Money	Rs. 30,000/- (Rupees Thirty Thousand only) (Service Providers who are registered with NSIC / MSME as SSI Unit and have valid Certificate from NSIC / MSME for undertaking Annual Maintenance Contract(s) are exempted from submission of EMD)
4.	Period of contract	03(three) years
5.	Last Date for filling up online bids	05/12/2019 upto 1500 hrs. https://dbt.euniwizarde.com
6.	Date and time of opening of: 1. Technical bid 2. Financial bid	05/12/2019 at 1530 hrs Will be intimated to technically qualified tenderers at a later date.

1. SCOPE OF WORK:

Extension of warranty Contract will consist of day-to-day maintenance of equipment. The vendor has to keep them fully operational. The maintenance contract will include Preventive Maintenance, necessary repairs to be performed, replacement of defective/damaged parts, components and other accessories free of cost and providing standby equipment's whenever required. Following shall be terms and conditions of the contract:

1. The maintenance contract will consist of following:
 - Attending to complaints Firewall and Analyzer under WARRANTY.
 - Onsite preventive and corrective maintenance of the above equipment.
 - Necessary repairs/replacement of defective/damaged parts, components and other accessories of the above equipment. The replacement of all the spares is included under the Extension of warranty. The replacement of defective spares with good quality and standard spares will be done by the bidder without any extra charges of any kind. In case the bidder feels that the equipment cannot be repaired at site, they will carry and deliver the equipment at their own cost and risk to get it repaired promptly. Stand-by arrangements to be made for each equipment which is to be taken to workshop for repair. The operating environment condition in which the equipment is presently installed is quite satisfactory and the Bidder will not raise any condition with regard to the working environments for the equipment covered under WARRANTY.
 - The details of all the equipment along with their Serial No. are placed at Annexure – B (financial bid document).
2. The maintenance service should be available on all working days from 9.30 AM to 6.30 PM (Monday to Saturday). Availability of service engineer on Sundays or other holidays (even beyond office hours) should be ensured in case of exigency without any cost.
3. The equipment down time should not exceed the time limit for attending the complaint / repair. In case the equipment is not repaired, or a stand-by arrangement is not provided, RCB may elect / choose to get the same repaired or replaced from any other outside agency and the cost and expenditure incurred therein shall be recovered from the WARRANTY Vendor and the RCB may also impose additional penalty as deem fit.
4. The WARRANTY vendor will undertake service of all equipment onsite every three months and record should be maintained for the same.
5. The bidder has to ensure upgradation of latest patch/software upgrade / version upgrade during the warranty period.

2. ELIGIBILITY CRITERIA

The tenderers must fulfil the following eligibility criteria:

1. The Bidder should be an OEM (Original Equipment Manufacturer) or Authorized distributors or a reputed agency / firm.
2. The Bidders has to submit an Authorization Certificate issued from the OEM of the respective device(s) for confirming availability of OEM support.

3. The Agency / firm should have service business average turnover of more than Rs. 15 lakhs for the last 3 years. Documentary proofs like Balance Sheet and Income Tax return duly attested by CA to be enclosed within Technical bid.
4. The firm must have 5 years of experience in WARRANTY with Govt. Dept. / PSU / Autonomous Bodies / Public Service Commission / other agencies (the other agencies include Statutory Bodies and all bodies having ownership and / or control under Central / State Govt.)for a similar type of Firewall and other network systems and experience in onsite maintenance and other hardware parts and accessories.The proof must be enclosed with the bid documents.
5. The vendor should have Office / Branch and Repair center in Delhi/NCR. Address & Contact details to be provided in Technical bid.
6. The bidder should have ONLINE / Telephone support available 24*7.
7. The bidder should have at-least 4-5 Certified Engineer on their payroll.
8. Subletting of work will not be allowed.
9. The work should have performed satisfactorily for 3 years from the date of order of award for extension of warranty. The bidder should furnish the performance report from the clients in support of performance criteria. The bidder shall submit authenticated copies of Supply order of various clients for the similar work. The reference date for considering the period for eligibility/ qualification requirement shall be the last day of the month previous to the one in which tenders are invited.
10. The bidder / firm should not be banned anywhere globally.
11. The bidders who are registered with NSIC / MSME are welcome to participate in the bidding as notified by the Ministry of Micro, Small and Medium Enterprises, GOI. No EMD shall be payable by these bidders and other relaxations as announced by Govt. from time to time shall be applicable to them subject to submission of related documentary evidence and full compliance of other terms and conditions of the tender and the contract.

3. REGISTRATION PROCESS

1. Bidders to enroll on the e-Procurement module of the portal <https://dbt.euniwizarde.com> by clicking on the link Bidder Enrollment. Enrolment on the e-wizard Portal is free of charge.
2. The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the e-Wizard Portal.
3. Bidders to register upon enrolment their valid Digital Signature Certificate(Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile.
4. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse. Foreign bidders are advised to refer DSC details for Foreign Bidders” for Digital Signature requirements on the portal.

5. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / eToken.

4. TENDER DOCUMENTS SEARCH

1. Various built in options are available in the e-Wizard Portal which is further synchronizing with CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters include Tender ID, organization, location, date, value, etc.
2. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the Online Portal.
3. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the Online Portal to intimate the bidders through e-mail in case there is any corrigendum issued to the tender document.
4. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

5. BID PREPARATION

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
3. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
4. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS etc. formats. Bid documents may be scanned with 100 dpi with black and white option.

6. BID SUBMISSION

1. Bidder to log into the e-Tender website <https://dbt.euniwizarde.com> well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3. **Bidder to select the payment option as Online to pay the tender processing fee and EMD wherever applicable and enter details of the instrument.**
4. A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders to note that they should necessarily submit their financial bids in the prescribed format and no other format is acceptable.
5. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
6. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
9. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

7. ASSISTANCE TO BIDDERS

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to e-Wizard Portal in general may be directed to the 24x7 e-Wizard Helpdesk. The contact number for the helpdesk is **011-49606060, 23710092, 23710091, +91-8882495599**

8. TERMS & CONDITIONS OF THE CONTRACT

1. **Date of warranty will be considered from the tender award date.**
2. **Contract Copy of extension of warranty certificates issued from OEM has to be provided at the time of submission of invoice.**
3. **Configuration level support of any device has to be provided if required at no extra cost.**
4. **if bidder proposing a new device; bidder has to submit the details of make & model no. along with its technical specifications and a comparison sheet with existing product has to be enclosed with the technical bid.**
5. In case, any modification(s)/addition(s)/ deletion(s) or any alternation in the requirement(s)/ specification(s) etc. is required, the same will be appended on the Institute website-<https://rcb.res.in/> and <https://dbt.euniwizarde.com/> therefore, all the bidders are advised to visit our websites before filling/submitted their tenders.

No separate advertisement/information will be published in this regard in the Newspapers.

6. RCB will not compromise with the quality/sub-standard material. At any stage, it is found that supplier has supplied compatible or inferior quality or different material or used inferior quality or different material as specified in the work order containing specification(s). Payment shall be made for such items after reasonable deduction(s)/ rejection of the lot and forfeiting of Performance Security, as deemed fit, in the circumstances & decided by Institute.
7. Any of the equipment under WARRANTY may be withdrawn by RCB at any time during the period of contract without assigning any reason. Maintenance charges for such equipment will be deducted at pro-rata basis. New item as per Annexure – B, if any, purchased from time to time, after the expiry of warranty period, will also have to be serviced/ maintained at the same terms and conditions, and the WARRANTY also to be done at the same terms and conditions on per unit average rate of the equipment.
8. RCB reserves the right to accept or reject summarily any or all tenders in whole or in part without assigning any reason whatsoever, or increase or decrease of quantities of any item of the work. RCB reserves the right to award the contract by splitting the order and / or giving part order for any number of items as RCB may decide. The successful bidder shall have to accept the part order at the rate quoted, otherwise EMD deposited by the vendor shall be forfeited and the bidder shall be banned for participation in future tenders for RCB for a period of five years from the date of issue of such offer letter to bidder.
9. EMD of Rs. 30,000/- (Rupees Thirty Thousand) **Online** or in form of crossed Demand Draft / Pay Order in favor of **EXECUTIVE DIRECTOR, Regional Centre for Biotechnology** shall be deposited at the time of submission of tender, as a part of EMD bid. Tender received without EMD / a valid Exemption Certificate shall be summarily rejected. EMD of unsuccessful bidders shall be refunded after finalization of the tender without any interest.
10. The successful tenderer will have to deposit a Performance Security Deposit for a sum of 10% of total work order value within 15 days of the receipt of the formal order. The performance security will be furnished in the form of the Account Payee Demand Draft or Bank Guarantee drawn in favour of **EXECUTIVE DIRECTOR, Regional Centre for Biotechnology**, from any nationalized or scheduled bank in India, payable at New Delhi. The performance security should remain valid for a period of 90 days beyond the date of completion of all the contractual obligations of the Vendor. The RCB shall not pay any interest on the Performance Security Deposit.
11. The rates quoted by the bidder shall be complete for supply the items as per the specification(s) and shall be inclusive of all applicable tax, duty(ies) loading, unloading, packing, transportation from works to RCB, installation etc. and nothing extra/additional shall be payable on these rates.
12. In any case, if tenders are not opened due to any reason, the Tender documents, processing Fee and EMD shall be returned to all bidders.

13. Conditional Tender will not be accepted.
14. The EMD of the unsuccessful bidder will be returned to them at the earliest on or before the 30th day after the award of the contract.
15. The Institute can ask any clarifications & documents at any stage of the procurement depending upon the circumstances to ascertain quality of material used in manufacturing of items.
16. All the documents attached with the technical bid should be properly tagged, numbered, signed and stamped by the competent authority.
17. 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.
18. 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 tender for the same item/product, while submitting the bids CVC guidelines may take due care.
19. The Financial Bid of the technically qualified bidders only will be opened on a later date subject to receipt of adequate technically qualified bids. All technically qualified bidders will be intimated accordingly for the same.
20. The bid should be strictly as per terms and conditions failing which the bid is liable to be rejected without any further notice.
21. The evaluation and comparison of responsive bids shall be done on the basis of total quoted price of all tendered items including all taxes, levies, duties etc., as indicated in the Price Schedule.
22. The period of validity of bid for acceptance should be for six months from the closing date. Bid with less validity shall not be accepted. RCB will not entertain any request for escalation in cost / price on account of any reason during the period of validity of bid. Any modification in offer after the opening date will not be considered.
23. The rates should be quoted as per Annexure – B(Financial bid). In case there is increase / decrease in GST / any applicable tax during the tenure of contract, the amount as per actual tax during the tenure of payment shall be paid on actual basis for which copy of concerned notification is to be enclosed along with the bill of the vendor.
24. Bid will be disqualified, if at any point during the selection process, it is found that information provided by the vendor is incorrect. Bids shall be rejected outright and will not be evaluated for failure of vendor to meet the dead-line, failure to provide all information as specified above and failure to accept aforesaid terms and conditions. Bid with vague and indifferent expression such as “subject to” shall not be accepted. Bid with any condition including conditional rebate shall also be rejected.
25. Bid should be submitted and signed by a duly authorized person, mentioning his designation, Mobile Number, Full name of the firm with current business address.
26. All damages caused by the engineer of the vendor to the property of the RCB shall be recovered from the bidder.
27. The selected vendor shall not assign, transfer, pledge or sub contract the performance of service without the prior written consent of RCB.

28. Forfeiture of EMD / Bid Security:
- a) If the Bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
 - b) If the bidder having been notified of the acceptance of his tender by the Buyer during the period of its validity,
 - c) If the Bidder fails to furnish the Performance Security for the due performance of the contract.
 - d) If the Bidder fails to sign the agreement.
 - e) Fails or refuse to execute the contract.
 - f) Fails to respond to queries by the RCB.
 - g) In the event of withdrawal of the tender within the original validity period or the successful bidder fails to execute necessary agreement within the specified period.
 - h) Submitting false, incorrect and misleading information and any mistakes, miscalculations in the bid.
29. The Executive Director - RCB, NCR Biotech Science Cluster, 3rd Milestone, Faridabad-Gurugram Expressway Faridabad - 121001. reserves the right to withdraw/ relax any of the terms and conditions mentioned in the tender document so as to overcome any problem encountered at any stage.
30. All disputes arising out of this contract shall be subject to the jurisdiction of Courts of Faridabad.
31. Before submitting the bid, the vendor should ensure that they have fully read all the terms and conditions of the tender document.
32. The bidder must confirm in writing that the goods supplied & installed by them shall be as per specification of goods and in case of any variation, the contract shall be liable to cancel immediately.

9. EVALUATION PROCEDURE

The eligibility of bidders and their technical bid will be evaluated by the Technical Evaluation Committee on the basis of documents submitted by the bidders with the Technical Bid. The financial bids will only be considered of those bidders who qualify the eligibility criteria and other terms and conditions lay in the tender. In this regard, the decision of Institute shall be final.

10. PAYMENT TERMS

1. 85% payment will be released after supply of warranty/license certificate issued by OEM and balance 15% payment shall be released only after completion of warranty period as per contract i.e. entire satisfactory warranty period.
2. The vendor should submit the bank details to RCB.
3. RCB shall make payment of bills after deduction of all applicable taxes.

11. PRICE

1. The Price to be quoted FOR Destination only, it's also inclusive of taxes, freight, Packing, Transit, Installation, Octroi, Insurance, Inspection Charges.
2. Prices will be fixed at the time of issue of purchase order as per taxes and statutory duties applicable at that time.
3. In case of reduction of taxes and other statutory duties during the scheduled delivery period, purchaser shall consider the reduction in these taxes/duties for the supplies made from the date of enactment of revised duties/taxes.
4. In case of increase in duties/taxes during the scheduled WARRANTY period, the purchaser shall revise the prices as per new duties/taxes for the supplies, to be made during the remaining delivery period as per terms and conditions of the purchase order.
5. Any increase in taxes and others statutory duties/levies after the expiry of scheduled delivery date or award of contract/work order shall be to the supplier account. However, benefit of any decrease in these taxes/duties shall be passed on to the purchaser by the supplier.
6. For the prices quoted in foreign currency, the rate of conversion from foreign currency to Indian rupees for financial comparison will be taken as on the date of Financial Bid Opening
7. RCB reserves the right to accept or reject any/all tenders without assigning any reason(s).
8. Tenders not on the prescribed Performa (attached), without requisite details, EMD and Processing Fee and received after the closing date/ time of tenders and tenders with any rider will summarily be rejected. Canvassing in any form will be viewed seriously and if any tenderer is found to be resorting to such practices, the tender of such firm will be rejected.
9. RCB shall make payment of bills after deduction of all applicable taxes.
10. In case of addition/withdrawal of items from WARRANTY contract by RCB before completion of contract, the same shall be informed to vendor & WARRANTY payment shall be revised accordingly.

12. WITHHOLDING OF PAYMENT

This clause authorizes buyer to withhold payment till end when seller fails in its contractual obligation. The standard text of this clause is as under: In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the deliverables etc. as specified in the Contract, the Buyer may at his discretion, withhold any payment until the completion of the Contract.

13. RIGHT OF ACCEPTANCE OF OFFER

1. The Buyer reserves the right to accept partly or reject any offer without assigning any reason thereof. The Buyer does not pledge itself to accept the lowest or any other tender and reserves to itself the right of acceptance of the whole or any part of the tender or portion of the quantity offered and the Seller shall supply the same at the rate quoted.
2. In respect of enquiries, which call for procurement of more than one item, the Buyer reserves the right to consider and accept the offer for any of the items in the enquiry reserving the right to utilize the offer for balance items at a later stage within the validity of offer.

14. SIGNING OF AGREEMENT

The signing of agreement shall constitute the award of contract on the Vendor. The agreement with the successful vendor shall be signed with RCB within two week of submission of his acceptance. The draft of the Agreement is annexed at **Annexure-D**.

15. FRAUDULENT AND CORRUPT PRACTICES

The vendor and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Not with standing anything to the contrary contained herein, the RCB may reject the tender without being liable in any manner whatsoever to the vendor if it determines that the vendor has, directly or indirectly or through an agent, engaged in corrupt / fraudulent / coercive / undesirable or restrictive practice in the Bidding Process.

16. FORCE MAJEURE:

Should any force majeure circumstances arise, each of the contracting party shall be excused for the non-fulfillment or for the delayed fulfillment of any of its contractual obligations, if the affected party within 14 days of its occurrence informs in a written form the other party. Force majeure shall mean fires, floods, natural disasters or other acts such as war, turmoil, strikes, sabotage, explosions, and quarantine restriction beyond the control of either party.

17. TERMINATION OF CONTRACT AND PENALTY

1. If the services provided by the vendor under this contract are not met to the full satisfaction of RCB, or if any of the terms and conditions of this contract are not complied by the vendor, contract may be terminated by RCB and the charges shall be payable only up to the period, till which the vendor has rendered satisfactory services. The decision of RCB in this regard shall be final and binding on the vendor.
2. The complaint will have to be attended by the vendor within the stipulated time as mentioned in Annexure - E. In case vendor fails to rectify the fault within the stipulated time, the vendor will have to provide stand-by item(s). In case vendor

fails to either rectify the fault or provide stand-by item(s), fixed penalty of Rs. 2500/- per day will be levied (part of day beyond maximum time schedule for repair will be counted as full day). In addition, Rs.500/- per day per item will also be levied. If fault is not rectified in a week's time, RCB reserves the right to cancel the contract and forfeit the contractor's Performance Bank Guarantee.

3. In case of non-compliance with the contract, RCB reserves the right to cancel/revoke the contract and impose suitable penalty in proportion to the damages and PBG or Security deposit may also be forfeited decision of RCB in this regard shall be final & binding.
4. In case the successful vendor does not acknowledge/ submit performance bank guarantee, then the EMD earlier deposited by the bidder shall be forfeited and the firm / agency will be debarred from dealing with RCB in future. If vendor fails to execute the order, then Security amount will be forfeited and performance bank guarantee will be encashed and the firm / agency will be debarred from dealing with RCB in future.
5. If services provided by the vendor are found unsatisfactory, then the RCB reserves the right to encash the PBG and/or Security deposit may also be forfeited. Decision of RCB in this regard shall be final and binding.

TECHNICAL BID

Extension of warranty of firewall (FORTIGATE-500D & FORTIGATE-200D)

S. No.	Description of Technical Documents	Compliance (Yes / No)
1.	Name and address of bidder/ Tendering Company/ Firm/ Agency (Attach certificates of registration)	
2.	Name of Authorized Signatory	
3.	Name(s) of proprietor/Director(s) of Company/Firm/Agency	
4.	Full Address of Registered Office with Telephone No., FAX and E- Mail	
5.	Full address of Office / Branch / Work Centre with Telephone no., FAX and E-Mail with name of the Contact Person(s) and Mobile No. to whom all reference shall be made.	
6.	Banker of Company/Firm/ Agency with full address.	
7.	PAN/GST No. (Attach attested copy)	
8.	GST Registration No. (Attach attested copy)	
9.	Acceptance of the SLA Document (Annexure – E)	
10.	OEM Authorization Certificate	
11.	List of Certified Engineers	
13.	ONLINE / Telephone support available 24*7	
14.	The firm must have 5 years of experience in WARRANTY with Govt. Dept. / PSU / Autonomous Bodies / Public Service Commission / other agencies (the other agencies include Statutory Bodies and all bodies having ownership and / or control under Central / State Govt.) for minimum 10 no's Firewall, Analyzer and other network systems and experience in onsite maintenance and other hardware parts and accessories. The proof must be enclosed with the bid documents.	
15.	Givedetailsofthemajorsimilarcontractshandledbythetendering Company/Firm/Agency on behalf of GovernmentDepartments / PSUs / Autonomous Bodies / Public Service Commission / other agencies (The other agencies include Statutory Bodies and all bodies having ownership and / or control under Central / State Govt.) during the last three years in the following format. (Attach copies). Annexure -C(Ifthespaceprovidedisinsufficient,aseparatesheetmaybe attached.)	
16.	Attested copy of Satisfaction Certificate from the existing clients in which the Service Provider is providing similar services	

	(minimum 3 no. for similar value)	
17.	Financial Turnover (last three year): (Attach copy of Audited Profit & Loss Account and B/Sdulyattested by Chartered Accountant)	
18.	Affidavit stating that the agency is / has not been blacklisted by Central / State Government / PSU etc. in any of its previous contracts	
19.	Tender document signed and stamp by the authorized signatory and Authorization Letter	
20.	Details of Earnest Money Deposited: Online Or DD No.....Dated..... Amounts:Rs.....Drawn on Bank....., NewDelhi.	

Authorized Signatory:
(Signature of the Bidder, with Official Seal)

Financial Bid Format

The financial / price bid should contain the quotation for maintenance charges as per item in terms of yearly basis only, as listed below. Price quoted by the bidder shall be inclusive of all taxes and levies applicable. No escalation of price would be permitted on any ground except changes in statutory payments like tax etc.

S.N.	Name of Items	Model/Make	Serial No. of the equipment's	Rate Per Unit	Amt.	GST	Total Amount Figures
A	B	C		E	F (D*E)	G	F+G+H
1	FortiGate-500D FC-10-00502-950-02-DD Unified (UTM) Protection (24x7 FortiCare plus Application Control, IPS, AV, Web Filtering and Antispam, FortiSandbox Cloud)	Fortinet	FGT5HD39-17800853				
	OR (point no. 1) Bidder may propose new device with similar or upgraded configuration having latest technology and features + 3 years warranty	Ref. with the Gartner Leader (Report 2018-19)i.e. Fortinet, Checkpoint, Sophos, Palo Alto etc.					
2	FortiAnalyzer-200D	Fortinet	FL200D3A14001422				
	OR (point no. 2) Bidder may propose new device with similar or upgraded configuration having latest technology and features + 3 years warranty	Ref. with the Gartner Leader (Report 2018-19) i.e. Fortinet, Checkpoint, Sophos, Palo Alto etc.					
TOTAL PRICE							

DECLARATION

I hereby certify that the information furnished above is true and correct to the best of my/our knowledge. I understand that in case, any deviation is found in the above statement at any stage; I/We will be blacklisted and will not have any dealing with the RCB in future.

Signature of authorized person

Full Name:

Seal:

Date:

Place:

ANNEXURE - C

Format of submitting Experience details of existing clients who are taking WARRANTY services i.e.Govt. Dept. / PSU / Autonomous Bodies / Public Service Commission / other agencies(the other agencies include Statutory Bodies)

Sr. No.	Details of client alongwith address, telephone and Fax numbers.	Amount of Contract. (Rs.Lakhs)	Duration of Contract		Summary of firewall and network devices etc.
			From	to	

AGREEMENT

(THE SUCCESSFUL BIDDER SHALL HAVE TO EXECUTE THE FOLLOWING AGREEMENT)

This Agreement is made on this _____ day of _____ (month) _____ (year) between Regional Centre for Biotechnology and _____ (hereinafter called The Contractor which expression shall unless excluded by or repugnant to the context, include its successors, heir, executors, administrative representative and assignee).

WHEREAS the RCB has invited tender vide No .RCB/IT EQ/WARRANTY/19-20/02 dated _____ for WARRANTY of firewall and Network Device etc.

WHEREAS the Contractor has submitted its offers and stands L1 for Extension of warranty of firewall (FORTIGATE-500D& FORTIGATE-200D) and the rates offered by the Contractor)copy of the rates annexed (have been duly accepted by the RCB.

Now these presents witness and it is hereby agreed and declared by and between the RCB and the Contractor as follows: -

1. The contract is effective for a period of three year from _____ to _____ at a total cost of Rs. _____ (_____ (in words)
2. The Contractor has provided Performance Security Deposit of 10% of total work order value within a period of 15 days of receipt of the formal order. The performance security shall remain valid for a period of 90 days beyond the date of completion of all the contractual obligations of the Contractor. The Board shall not pay any interest on the Performance Security Deposit.
3. The NIT (Notice Inviting Tender), bid documents (Technical and Financial), Letter of Intent, approved rates and such other additional particulars, instructions, work orders as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression. The Agreement or the Contract wherever herein used.
4. The Extension of Warranty will consist of day-to-day maintenance of equipment. The Contractor has to keep them fully operational. The maintenance contract will include Preventive Maintenance, necessary repairs to be performed, replacement of defective/damaged parts, components and other accessories free of cost and providing standby equipment's whenever required.
5. The WARRANTY Contractor will undertake service of all equipment onsite every three months and record should be maintained for the same.

6. RCB may withdraw any equipment under WARRANTY at any time during the period of contract without assigning any reason. Maintenance charges for such equipment will be deducted at pro-rata basis.
7. The contractor hereby declares that nobody connected with or in the employment of the RCB is not / shall not even be admitted as partner in the contract.
8. The contractor shall abide by the terms and conditions, rules, guidelines, safety precautions, etc. stipulated in the tender document including any correspondence between the Contractor and the RCB having bearing on execution of the WARRANTY and payments of works to be done under the contract.
9. RCB shall make payment of the bills after deduction of all applicable taxes.
10. In case of addition / withdrawal of items from warranty contract by the Board before completion of contract, the same shall be informed to the Contractor and WARRANTY payment shall be revised accordingly.
11. If the services provided by the contractor under this contract are not met to the full satisfaction of the Board, or if any of the terms and conditions of the contract are not complied by the Contractor, contract may be terminated by the Board and the charges shall be payable only up to the period, till which the Contractor has rendered satisfactory services. The decision of the Board in this regard shall be final and binding on the vendor.
12. The equipment down time should not exceed the time limit for attending the complaint / repair. In case the equipment is not repaired, or a stand-by arrangement is not provided, RCB may elect / choose to get the same repaired or replaced from any other outside agency and the cost and expenditure incurred therein shall be recovered from the WARRANTY Vendor and the RCB may also impose additional penalty as deem fit.
13. The Tender Awarded vendor will undertake service of all equipment onsite every three months and record should be maintained for the same.
14. The complaint will have to be attended by the vendor within the stipulated time as mentioned in SLA document enclosed at **ANNEXURE-E**. In case vendor fails to rectify the fault within the stipulated time, the vendor will have to provide stand-by item(s). In case vendor fails to either rectify the fault or provide stand-by item(s), fixed penalty of Rs.1000/- per day will be levied (part of day beyond maximum time schedule for repair will be counted as full day). If fault is not rectified in a week's time, RCB reserves the right to cancel the contract and forfeit the contractor's Performance Bank Guarantee.
15. In case of non-compliance with the contract, the RCB reserves the right to cancel/revoke the contract and impose suitable penalty in proportion to the damages and PBG or Security deposit may also be forfeited decision of RCB in this regard shall be final & binding.
16. If services provided by the Contractor are found unsatisfactory, then the RCB reserves the right to encash the PBG and/or Security deposit may also be forfeited. Decision of the Board in this regard shall be final and binding.

17. The contract has been carefully read by us and understood by us.

IN WITNESS WHEREOF the parties present have here into set their respective hands and seals the day and year above written.

Signed sealed & delivered by the above-named Contractors in presence of:

Witness:

- 1.
- 2.

Signed & delivered on behalf of the RCBin presence of

Witness:

- 1.
- 2.

SERVICE LEVEL AGREEMENT
Acceptance of SLA to be submitted on Company Letter Head

Severity Level	Definition	Maximum Primary Response Time	Resolution Time (Restore or Work-Around)	Remarks
Level 1 - Urgent	Hardware failure in Firewall and Analyzer	30 Minutes	Within one Business Day	If not repaired, Replacement of the device should be provided by the vendor.
Level 2 - High	Any Configuration which in Firewall and Analyzer etc.	4 Hours	Within two Business Days	Service Engineer can visit RCB or Remote can be provided.
Level 3 - Medium	Any New Configuration required on Firewall and Analyzer etc.	6 Hours	Within three Business Days	Service Engineer can visit RCB or Remote can be provided.

TEDNER ACCEPTANCE LETTER
(To be submitted on Company Letter Head)

To,

Date:

The Executive Director,
Regional Centre for Biotechnology,
NCR Biotech Science Cluster,
3rd Milestone, Faridabad - Gurugram Expressway,
Faridabad - 121001

SUB: Acceptance of Terms & Conditions of Tender.

Tender Reference No:

Name of Tender / Work:

Dear Sir,

1. I / We have downloaded / obtained the Tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: www.rcb.res.in or [CPP Portal](#) as per your NIT / advertisement, given in the abovementioned website(s).
2. I / We hereby certify that I / We have read the entire terms and conditions of the Tender documents (including all documents like annexure(s), schedules(s), etc.), which form part of the contract agreement and I / We shall abide hereby by the terms / conditions/ clauses contained therein.
3. The corrigendum(s) issued from time to time by your department / organization too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the Tender conditions of above mentioned Tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted / debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the fully said earnest money deposit absolutely.

Yours Faithfully,
Authorized Signatory.

(Signature of the Bidder, with Official Seal)

FINANCIAL BID DECLARATION LETTER
(To be submitted on Company Letter Head).

To,

The Executive Director,
Regional Centre for Biotechnology,
NCR Biotech Science Cluster,
3rd Milestone, Faridabad - Gurugram Expressway,
Faridabad - 121001

Date:

SUB: Financial Bid Declaration.

Tender Reference No:

Name of Tender / Work:

Dear Sir,

1. The financial bid scrutiny for evaluation of the bid will be based on the GRAND TOTAL of all schedules.
2. The order shall be placed for 36 months. However, the performance shall be reviewed quarterly and shall be continued on the satisfactory performance and adherence to the SLA. The Institutes reserves the right to terminate/discontinue the services at any point of time, if the agreed SLA is not met.
3. In case of extension in the supply of service, the differential cost will be paid to the ISP for the extended contract period.
4. All the costs must be quoted in Indian Rupees and should be fixed on lump-sum basis, no escalation of cost will be allowed under any circumstances.
5. The Institutes shall not pay separately any specific statutory taxes / service charges to any authority.
6. No. hidden charges will be allowed, if any.

I/We, hereby, undertake that we shall not ask for any other charges other than the charges specified above. We also confirm that we will make our own arrangements at our own cost for traveling, boarding, lodging, communication etc. for successful implementation.

Yours Faithfully,
Authorized Signatory

(Signature of the Bidder, with Official Seal)

Email id for correspondence.

AUTHORIZATION LETTER

(To be submitted on Company Letter Head)

We _____ (name of the bidder) hereby authorize Shri / Smt. _____
(name of the authorized person) to sign and submit the bid to RCB, Faridabad against their
RFPNo. RCB/IT EQ/WARRANTY/19-20/02

Shri / Smt. _____ (name) is also authorized to negotiate the terms and conditions
pertaining to the said RFP on behalf of M/s _____ (name of bidder). The specimen
signature of Shri / Smt. _____ (name) is appended below.

Specimen Signature:

Name:

The undersigned is authorized to delegate the authority on behalf of M/s _____
(name of bidder), as stipulated above.

For
(name of bidder)

**PERFORMANCE SECURITY FORM
MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY**

(To be obtained from Indian Nationalized Banks / Scheduled Indian Banks)

To,

.....

WHEREAS.....

(Name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no.....dated.....

To supply (description of goods and services) (herein after called "the contract") AND WHEREAS it hasbeen stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by anIndian Nationalized Bank/Scheduled Indian Bank recognized by you for the sum specified therein as securityfor compliance with its obligations in accordance with the contract:

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of.....(amount of the guarantee in

words andfigures), and we undertake to pay you, upon your first written demand declaring the supplier to be in defaultunder the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee)as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sums specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us withthe demand.

We further agree that no change or addition to or other modification of the terms of the contract documentswhich may be made between you and the supplier shall in any way release us from any liability under thisguarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of 20.....

Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch