

Regional Centre for Biotechnology

NOTICE INVITING ONLINE TENDER FOR

RENEWAL OF WARRANTY OF FIREWALL "XG310" AND Its LOG ANALYZER

OF FIREWALL "XG310" AND Its LOG ANALYZER MACHINE

Tender No: RCB/IT/22-23/Firewall

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

Phone: 91 129 2848800

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

Tender No.: RCB/IT/22-23/Firewall Date: 02.03.2023

1. TENDER NOTICE

On behalf of Regional Centre for Biotechnology, Online bids are invited from reputed agencies / firms for undertaking Extension of warranty of firewall (XG310) at RCB office at NCR Biotech Science Cluster 3rd Milestone, Faridabad-Gurugram Expressway Faridabad - 121001, for a period of one 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.

NOTICE INVITING TENDER

| Earnest Money | ₹ 10,000/- (Rupees Ten Thousand only) to be deposited Online through e-tender portal. |
|---------------------------------------|---|
| Publish Date | 02.03.2023 |
| Bid Document Download/Sale Start Date | 02.03.2023 |
| Pre Bid Meeting date | NA |
| Bid Submission End Date & Time | 13.03.2023 at 1500 Hrs |
| Bid Opening Date & Time | 13.03.2023 at 1530 Hrs |

1. SCOPE OF WORK:

Renewal of warranty 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:

- I. The maintenance contract will consist of following:
 - Attending to complaints Firewall and Log 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.
- II. 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.
- III. 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.
- IV. The bidder has to ensure upgradation of latest patch/software upgrade / version upgrade during the warranty period.

2. PRE-QUALIFICATION CONDITIONS:

I. The bidder must have maintained similar firewall or higher and network devices etc. in Delhi / NCR during last 5 years 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.). Copies of such work orders should be attached.

- II. The vendor should have Office / Branch and Repair center in Delhi/NCR. Address & Contact details to be provided in Technical bid.
- III. Income tax return acknowledgement certificate of last 3 years to be submitted in the Technical bid.
- IV. The bidder 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 vendors 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. ELIGIBILITY CRITERIA

The tenderers must fulfil the following eligibility criteria:

- I. The Bidder should be an OEM (Original Equipment Manufacturer) or Authorized distributors or a repute agency / firm having experience in WARRANTY of above-mentioned items in Govt. Organizations / PSUs / Govt. Institutions / reputed MNCs etc.
- II. The Bidders has to submit an Authorization Certificate issued from the OEM of the respective device(s) for confirming availability of OEM support.
- III. The Agency / firm should have service business average turnover of more than Rs. 20 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.
- IV. 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.
- V. The vendor should have Office / Branch and Repair center in Delhi/NCR. Address & Contact details to be provided in Technical bid.
- VI. The bidder should have ONLINE / Telephone support available 24*7.

4. INSTRUCTIONS:

- I. Bids shall be submitted online only at the DBT E-Wizard Portal website: https://dbt.euniwizarde.com.
- II. The Bidder shall download the Tender Enquiry Document directly from the website https://dbt.euniwizarde.com and shall not tamper/modify it including downloaded Price Bid template in any manner. In case if the same is found to be tempered/modified in any manner, Tender/Bid will be summarily rejected
- III. The complete bidding process is online. Bidders should be possession of valid Digital Signature Certificate (DSC) of class III for online submission of bids.Prior to bidding DSC need to be registered on the website mentioned above.

- IV. Bidders are advised to visit this website regularly to keep themselves updated, for any changes / modifications in the Tender Enquiry Document.
- V. Intending bidder are advised to visit the DBT E-Wizard Portal website https://dbt.euniwizarde.com regularly till closing date of submission of bid, for any corrigendum.
- VI. The documents to be submitted in their bid may be scanned with 100 dpi with black and white option which helps in fast uploading.
- VII. The EMD shall be paid on eWizard, failing which the bid shall be summarily rejected.
- VIII. The bidders are advised to mention Item No. on each document while uploading CDSCO Certificate/License, Quality Certificate i.e. ISO//CE/ISI/USFDA/IP/BP/USP, Test Report for Drug Items, Import License for Drug Items, Manufacturing License for Drug Items of Original Manufacturer

5. BID SECURITY (BS) /EMD

The Bidder shall deposit requisite EMD online on eWizard portal. The bidders who are currently registered with MSME for the goods as per Tender document specification shall be eligible for exemption from Bid Security as defined in MSE Procurement Policy issued by the department of MSME. In case the bidder falls in this category, the bidder shall upload relevant certificate of registration for the subject goods issued by department of MSME.

6. BID VALIDITY

The bid shall remain valid for acceptance for a period of 180 days after the date of bid opening prescribed in the Tender Document. Any bid valid for a shorter period shall be treated as unresponsive and rejected.

In exceptional cases, the bidder may be requested by the purchaser to extend the validity of their bids up to a specified period. Such request(s) and responses thereto shall be conveyed by mail/fax/email. The bidders, who agree to extend the bid validity, are to extend the same without any change or modification of their original bid and they are also to extend the validity period of the Bid Security accordingly. A bidder, who may not agree to extend its bid validity after the expiry of the original validity period, their bid will not be considered further and the Bid Security furnished by them shall be returned.

In case the day up to which the bids are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the bid validity shall automatically be extended up to the next working day.

7. INSTRUCTIONS FOR ONLINE BID SUBMISSION AND REGISTRATION ON DBT E-WIZARD PORTAL:

The bidders shall submit their online bids as per the instruction given for online bid process. The bidders are required to submit soft copies of their bids electronically on the DBT E-Wizard Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the DBT E-Wizard Portal, prepare their bids in accordance with the requirements and submitting their bids online

on the DBT E-Wizard Portal. More information useful for submitting online bids on the DBT EWizard Portal may be obtained at: https://dbt.euniwizarde.com

8. REGISTRATION ON THE DBT E-WIZARD PORTAL:

- I. Bidders are required to enrol on the e-Procurement module of the DBT E-Wizard Portal (URL: https://dbt.euniwizarde.com) by clicking on the link "Online bidder Enrolment" on the DBT E-Wizard.Portal.
- II. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- III. 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 DBT E-Wuzard.Portal.
- IV. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- V. 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 DSC's to others which may lead to misuse.
- VI. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

9. SEARCHING FOR TENDER ENQUIRY DOCUMENT ON THE DBT E-WIZARD PORTAL:

- I. There are various search options built in the DBT E-Wizard Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. 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 DBT E-Wizard Portal.
- II. 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 EDBT E-Wizard Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- III. 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.

10. BID PREPARATION

Preparation of Bids for uploading on the DBT E-Wizard Portal:

I. Bidder should take into account any corrigendum published on the tender document before submitting their bids.

- II. Please go through the tender advertisement and the Tender Enquiry Document carefully to understand the documents required to be submitted as part of the bid. 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 14 be submitted. Any deviations from these may lead to rejection of the bid.
- III. Bidder, in advance, should get ready the documents/BoQ to be uploaded as indicated in the Tender Enquiry Document and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Scanned documents to be uploaded may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document and resulting in fast uploading. It is the responsibility of the bidder to ensure that uploaded scanned documents are legible.
- IV. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents has been provided to the bidders. Bidders can use "My Space" or ''Other Important Documents'' area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process. Bidder should take into account any corrigendum published on the tender document before submitting their bids.

11. BID SUBMISSION

- V. Bidder should log into the site well in advance for bid submission so that they can 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.
- VI. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the Tender Enquiry document.
- VII. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- VIII. 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.
 - IX. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid 15 opening. The

confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- X. The uploaded Tender/Bid shall become readable only after the tender opening by the authorized bid openers.
- XI. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), 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.
- XII. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
- XIII. Assistance to Bidders for uploading the DBT E-Wizard Portal:
 - 1.1.1. Any queries relating to the Tender Enquiry 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 NIT.
 - 1.1.2. Any queries relating to the process of online bid submission or queries relating to DBT E-Wizard Portal in general may be directed to the 24x7 DBT E-Wizard Portal Helpdesk

12. PRICE FALL CLAUSE

If at any time during the validity of the project, the tenderer supplies such equipment's/stores as are under this tender enquiry, to any other organization at a price lower than the price quoted under this contract, he shall forthwith reduce the price payable under this tender for the equipment's/ stores being supplied from the date of coming into force of such reduction, the price of equipment's/ stores shall stand correspondingly reduced. In case of increase in market prevailing prices of the materials if claimed by the supplier, no price escalation will be payable.

13. TERMINATION

- I. Being a standing offer, the work can be terminated by RCB by serving one month's notice to party. However, all the orders placed before the date of serving of such notice will be valid and binding on both the parties.
- II. Default or failure by the contractor in any of the under mentioned cases, including but not limited to the following shall be the basis of taking action under this clause of the contract.
 - i. Failure to execute the works or any of them in accordance with the contract.

- ii. Disobedience of any order or instruction of the Site Engineer and /or Engineer-in- charge.
- iii. Negligence in carrying out the work or carrying out of work found to be unsatisfactory by the Client.
- iv. Abandonment of the works or any part thereof.
- v. If the Contractor misconduct in any manner.
- vi. Distress, execution, or other legal process being levied on or upon any of the Contractors goods and /or assets.
- vii. If the Contractor of any person employed by him shall make or offer for any purpose connected with the contract any gift, gratuity, royalty, commission, gratification or other inducement (whether money or in any other form) to any employee or agent to RCB.
- viii. The decision of the Executive Director, RCB as to whether any of the events/ contingencies mentioned in aforesaid clauses entitling RCB to terminate the contract has occurred shall be final and binding upon the Contractor. The jobs left however by the Contractor shall be got done at his risk and cost through the other agencies and the Contract shall be determined accordingly.

14. DISPUTE RESOLUTION (i.e. Arbitration Clause):

"Any claim, dispute or difference arising out of or in connection with this agreement and which cannot be settled by mutual consultations, shall be referred to sole Arbitration or an Arbitrator to be appointed by the Competent Authority of the RCB. The award of the Arbitrator shall be final and binding between the parties as per the terms and conditions of the Agreement to be executed. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and amended thereof shall be conducted in Delhi/NCR."

15. JURISDICTION OF THE COURT(S):

In case of any dispute jurisdiction of the judicature of all courts in Delhi/NCR shall be recognized for matters related to RCB headquartered at the NCR Biotech Science Cluster, Faridabad.

I. All the hardware items installed at various office in RCB premises are in working condition. However, the vendor may check/inspect it to their satisfaction on any working day between 10 AM to 5 PM before tendering the rates. No request for revised estimate will be accepted after awarding the Contract.

16. TERMS & CONDITIONS OF THE CONTRACT

I. Date of warranty will be considered from the last date of completion of existing warranty support.

- II. Contract Copy of extension of warranty certificates issued from OEM has to be provided at the time of submission of invoice.
- III. Configuration level support of any device has to be provided if required at no extra cost.
- IV. 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.
- V. 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.
- VI. 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 vendor shall have to accept the part order at the rate quoted, otherwise EMD deposited by the vendor shall be forfeited and the vendor shall be banned for participation in future tenders for RCB for a period of three years from the date of issue of such offer letter to vendor.
- VII. 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.
- VIII. The successful tenderer will have to deposit a Performance Security Deposit for a sum of 5% 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.
 - IX. 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.
 - X. 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.
 - XI. Conditional Tender will not be accepted.
- XII. 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.

- XIII. 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.
- XIV. All the documents attached with the technical bid should be properly tagged, numbered, signed and stamped by the competent authority.
- XV. 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.
- XVI. 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.
- XVII. 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.
- XVIII. The bid should be strictly as per terms and conditions failing which the bid is liable to be rejected without any further notice.
 - XIX. 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.
 - XX. 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 out-right 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.
 - XXI. All damages caused by the engineer of the vendor to the property of the RCB shall be recovered from the bidder.
- XXII. 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.

XXIII. 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.

17. 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. The consolidated work will be awarded to the lowest bidder(s). In this regard, the decision of Institute shall be final.

18. PAYMENT TERMS

- 1. 100% payment will be released after supply of warranty/license certificate.
- 2. RCB shall make payment of bills after deduction of all applicable taxes.

19. 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.

ANNEXURE – A

TECHNICAL BID Extension of warranty of firewall (XG310)

| 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(s) of proprietor/Director(s) of Company/Firm/Agency | |
| 3. | PAN (Attach attested copy) | |
| 4. | GST Registration No. (Attach attested copy) | |
| 5. | Acceptance of the SLA Document (Annexure – E) | |
| 6. | OEM Authorization Certificate | |
| 7. | ONLINE / Telephone support available 24*7 | |
| 8. | 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. | |
| 9. | Financial Turnover (last three year): | |
| | (Attach copy of Audited Profit & Loss Account and B/S duly | |
| | attested by Chartered Accountant) | |
| 10. | Affidavit stating that the agency is / has not been blacklisted by | |
| | Central / State Government / PSU etc. in any of its previous contracts | |
| 11. | Tender document signed and stamp by the authorized signatory and Authorization Letter | |
| | | |

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 a year 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.No. | Name of Items | Model/ Make | Serial No. of the equipment's | Rate Per Unit | GST | Total Amount (With GST) in Rupees |
|-------|--|----------------|-------------------------------------|------------------|-----|---|
| 1 | Sophos XG310 Protection (24x7) plus Application control, IPS, AV, Web Filtering and Antispam, Sandbox, ATP, Cloud) along with dedicated workstation for storing of firewall logs | 1 | C320ABCW XWRF8B1 | | | |

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

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 | | |
|-------------------|--------------------------|--|---|-------------------------|--|--|
| | Hardware failure in | 30 Minutes | Within one | If not repaired, | | |
| Level 1- | Firewall and Analyzer | | | Replacement of the | | |
| | | | | device should be | | |
| | | | | provided by the vendor. | | |
| Urgent | | | Business Day | | | |
| | Any Configuration which | 4 Hours | | Service Engineer can | | |
| Level 2 - | in Firewall and Analyzer | | Within two | visit RCB or Remote | | |
| High | etc. | | Business Days | can be provided. | | |
| Level 3 - | Any New | 6 Hours | Within three | Service Engineer can | | |
| Medium | Configuration required | | Business Days | visit RCB or Remote | | |
| | on Firewall and | | | can be provided. | | |
| | Analyzer etc. | | | _ | | |

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)

AUTHORIZATION LETTER

(To be submitted on Company Letter Head)

| We | (name | of | the | bidder) | hereby | authorize | Shri | / | Smt. |
|----------------------------|---|-------|-------|-------------|-----------|-------------|---------------|-------|-------|
| | orized person) to sign | | | omit the bi | d to RCB | , Faridabad | agains | t the | eir |
| Shri / Smtconditions | | (nam | e) is | also auti | horized t | o negotiate | the to | erms | and |
| pertaining to the specimen | said RFP on beha | lf of | M/s | | | (name | of bide | der) | . The |
| signature of Shri | Smt | | | (name) is | appended | below. | | | |
| Specimen Signat | ure: | | | | | | | | |
| | | | | N | Name: | | | | |
| _ | s authorized to dele as stipulated above | _ | he au | ıthority on | behalf of | F M/s | | | |
| | | | | | | Fo (na | r nme of l | bidd | ler) |

PERFORMANCE SECURITY FORM MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

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

| 10, | | | | | | | |
|----------------------|-----------------|------------------|---|--------------|-------------|-----------|------------|
| | | | | | | | |
| WHEREAS | | | | | | | |
| (Name and addre | ss of the supp | plier) (hereinat | ter called | the sup | plier") ha | s undert | |
| pursuance | | | | | | | of |
| contract | | n | .O | | da | ated | |
| To supply (descri | iption of good | ds and service | s) (hereir | n after cal | lled "the | contract' | ") AND |
| WHEREAS it has | been stipulate | d by you in the | said contr | act that the | e supplier | shall fur | nish you |
| with a bank guaran | ntee by an Ind | ian Nationalize | ed Bank/S | cheduled 1 | Indian Bar | nk recogi | nized by |
| you for the sum sp | ecified thereir | as security for | compliar | nce with its | s obligatio | ns in acc | ordance |
| with | | the | | | | (| contract: |
| AND WHEREA | S we have | agreed to gi | ive the | supplier | such a l | oank gu | arantee; |
| NOW THEREFOR | RE we hereby | affirm that we a | re guaran | tors and re | sponsible | to you, o | n behalf |
| of | - | | | | | - | the |
| supplier, up to a to | otal of | | | (a | mount of | the guar | antee in |
| words and figures) |), and we unde | rtake to pay yo | u, upon yo | our first wi | itten dem | and decla | aring the |
| supplier to be in d | lefault under t | he contract and | d without | cavil or as | gument, a | any sum | or sums |
| within the limits of | | | | | _ | - | |
| | • | for your o | | - | | ecified | |
| We hereby waive | | • | | | - | supplie | r before |
| presenting | us | • | ith | | ne | | demand. |
| We further agree th | hat no change | or addition to o | r other mo | dification | of the terr | ns of the | contract |
| documents which | _ | | | | | | |
| any liability under | • | • | | • | | • | |
| modification. | uns guarantes | o una vio norco | <i>y</i> ************************************ | 01100 01 411 | y sacir cir | ange, aa | 3111011 01 |
| | shall he | valid until | the | | da | y of | 20 |
| Signature of | | authorized | | ficer | | the | Bank) |
| Signature 0. | | | | .1001 | OI | tiic | Dank) |
| | | designation | ••••• | of | the | | officer |
| | | · · | | O1 | uic | | Officer |
| Seal, name & addr | | k and address of | | nch | | | |