

GOVERNMENT OF INDIA
MINISTRY OF COMMERCE & INDUSTRY
DIRECTORATE GENERAL OF COMMERCIAL INTELLIGENCE & STATISTICS
VANIJYA TATHYA SADAN
565 – ANANDAPUR, SECTOR-I, PLOT NO.22
KOLKATA – 700 107.

Tender Reference no.: DGCIS (EDP)/ Sys. 5 /MH / 2019 Vol-II
Date: 28.04.2022

TENDER DOCUMENT
FOR
Purchase of Renewal Licence of Firewall products
at
DGCI&S, Kolkata

Bid publishing date : 28.04.2022
End of Bid Submission date & time : 05.05.2022 & 08:00 PM
Bid Opening date & time : 06.05.2022 & 11:00 AM

Single Point of Contact: Shri Srijan Acharya, Deputy Director

email : s.acharya.dgcis@gov.in

Ph.: 98737 25055

SCOPE OF WORK

Purchase of renewal licence of the following products:

- 1) FGT3HD3916801181- Fortigate 300D
- 2) FGT3HD3916801421 - Fortigate 300D
- 3) FL200D3A16000297 - FortiAnalyzer 200D

Duration for which the licence is to be renewed: **01.04.2022 to 31.03.2023**

Only the renewal licence is to be purchased. The scope of work does not include any services to be provided by the vendor, except the initial service through which the renewal licence is to be made effective - for which no separate payment would be made.

The licence is to be delivered within ten working days of receipt of the work order from DGCIS. The payment shall be made in full after the receipt of the purchase order and activation of licence.

General Terms and Conditions

1. The vendor must have servicing outlet in West Bengal.
2. Non-Blacklisted certificate need to be submitted (as per Annexure - II).
3. The contracting Company/Firm/Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of this Directorate.
4. The tenderer will be bound by the details furnished by him/her to this Directorate while submitting the tender or at subsequent stage. In case, any of such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her liable for legal action besides termination of contract.
5. The contract can be terminated by this Directorate at any time without assigning any reasons after giving a month's notice and the decision of this Directorate shall be final and binding.
6. The period of contract will be valid for one year which may be extended for further one year with the consent of both the parties.
7. No extra payment, whatsoever, on account of natural calamities or otherwise will be made except what is permitted under this contract.
8. No Tools & Plants shall be supplied by this directorate.
9. During the continuance of AMC, if the machine becomes obsolete/ unserviceable, then the contract will be terminated in that month itself in which the machines becomes obsolete/unserviceable.
10. The successful Company/Firm/Agency shall maintain all statutory registers under the Law. The agency shall produce the same on demand to the concerned authority of this Directorate or any other authority under the Law.
11. The successful Company/Firm/Agency shall also be liable for depositing all taxes, levies, educational Cess, etc. to concerned tax collection authorities from time to time as per extant rules and regulations on account of services rendered by it to this Directorate.

12. Should any statutory levy or tax of any nature, including Service Tax become applicable to this agreement at any time, it is understood and agreed that such incidents will be borne by the Servicing Agency.
13. A performance security amount of 3 % is to be provided by the successful bidder immediately after being awarded the contract in the form of Demand Draft/Pay Order drawn in favor of Director General, DGCIS, Kolkata payable at Kolkata or Bank Guarantee issued by a reputed Bank or Fixed Deposit Receipt (FDR) made in the name of the agency but hypothecated in favor of Director General, DGCIS, Kolkata valid for 60 days beyond the expiry of period of guarantee period.

Instructions for Tender Submission

1. The Price Bid is to be submitted in the Prescribed Format (Annexure I) enclosed to this Tender Notice. Tenders submitted otherwise shall not be considered.
2. Each interested bidder is allowed to submit only a single tender. Tenders may be sent through email or through postal mail or by hand.
 - a. For tenders through email – the email should be sent to “s.acharya.dgcis@gov.in” with a copy (Cc) to “debanjana.d@gov.in”. The documents must be password protected. The emails must reach before the bid submission date and time. The passwords to open the documents must be sent to the above-mentioned email ids after the bid submission date-time and before the bid opening date-time.
 - b. For tenders through postal mail or by hand, tenders must be submitted in sealed envelope on or before the last day of submission. The Bids should be addressed to The Head of Office, Directorate General of Commercial Intelligence and Statistics, Kolkata. The Tender should be sent to Directorate General of Commercial Intelligence and Statistics, 565 Anandapur, Ward No.108, Sector-1, Plot No.22, ECADP, Kolkata – 700107 on or before the due date. Tender Application received after the expiry of the due date and time shall not be considered.

Additional Conditions/Requirements

1. The Tender will be accepted by the Competent Authority in DGCIS as per the rules/instructions issued by the Government of India from time to time in the matter.
2. The Directorate reserves the right to reject any or all Tenders/extend the date of opening of Tender etc. without assigning any reasons thereof.
3. In addition to its right to determine the contract upon fault of the Successful Bidder, the Directorate reserves the right to cancel the contract after giving a month's notice to the contracting agency in whole or in part without assigning any reasons and also reserves the right either to pay or not to pay the Successful Bidder for either part of the contract work or whole of the contract work executed, if they are not according to the directorate's specifications and complete satisfaction.

Legal

1. The successful Company/Firm/Agency shall maintain all statutory registers under the Law. The agency shall produce the same on demand to the concerned authority of this Directorate or any other authority under the Law.
2. The Tax Deduction at Source (TDS) shall be deducted as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by this Directorate.
3. In case of breach of any terms and conditions attached to this contract, this Directorate reserves right to terminate the contract during the period after giving a months' notice to the contracting agency.

Enclosures to be submitted with the Bid:

1. Financial Bid Specifications (Given format to be adopted/used by the bidder) ***must be duly signed and stamped on every page.*** (as per Annexure I)
2. Declaration as per Annexure II
3. Declaration as per Annexure III

(ANNEXURE-I)

(To be submitted on the Bidder's Letter Head)

Financial Bid Specifications:

Sl. No.	Particulars	Quantity	Unit Rate in Rs (a)	Tax (%) (b)	Total (a+b)
1	FGT3HD3916801 181- Fortigate 300D	1			
2	FGT3HD3916801 421 - Fortigate 300D	1			
3	FL200D3A160002 97 - FortiAnalyzer 200D	1			
	Total				

(Signature & Seal of Bidding Agency)

Date:

Place:

(ANNEXURE-II)

DECLARATION

(To be submitted on the Bidder's Letter Head)

I/We, _____ Son/Daughter/
Wife of _____, Proprietor/ Director/ Authorized
Signatory of the Company/firm/Agency, mentioned above, is competent to sign this
declaration and execute this tender document.

I/We have carefully read and understood all the terms and conditions of the tender and
undertake to abide by them.

I/We hereby certify that I/we am/are an authorized signatory in the Agency/Society/
Company/Trust and hereby declare that our Agency/Society/Company/Trust have not
been blacklisted or delisted by any Government, PSUs and/or its subsidiaries.

The information/documents furnished along with the above application are true and
authentic to the best of my knowledge and belief. I/we am/are well aware of the fact
that furnishing of any false information/fabricated document would lead to rejection
of my tender at any stage besides liabilities towards prosecution under appropriate
law.

Signature of authorized Person

Name:

Seal:

Date:

Place:

(ANNEXURE-III)

Format for Bid Security / Earnest Money Deposit Declaration

(To be submitted on the Bidder's Letter Head)

I/We..... (Name and Address of Bidder) am/are submitting this declaration in lieu of Bid Security / Earnest Money Deposit, thereby fully accepting that I/We will be suspended and shall not be eligible to participate in the Tenders invited by DGCIS, for a period of one year from the date of such Suspension Order, under any of the following circumstances:

- (1) If after the opening of Tender, I/We withdraw or modify my/our Tender during the period of validity specified in the Bid documents
- (2) If, after the award of work, I/we fail to furnish the required Performance Security or sign the Contract, within the time limits specified in the Tender Document.

Signature of authorized Person

Name:

Seal:

Date:

Place: