



## **Regional Centre for Biotechnology**

### **Notice Inviting e-Tender**

**for**

### **“Management of RCB recognized Centres through e-Portal”**

**Tender No.- RCB/NIT/14/20-21/e-Portal**

**Regional Centre for Biotechnology  
NCR Biotech Science Cluster  
3<sup>rd</sup> 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/NIT/14/20-21/e-Portal

Date 13.10.2020

## 1. TENDER NOTICE

Online tenders are invited on behalf of the Executive Director, RCB under Two-Bid System (Technical bid and Financial bid) from reputed System Integrator for the work: “Management of RCB recognized Centres through e-Portal” as per the schedule, specifications and as per the terms and conditions mentioned in this tender document. Note, “Neither off-line/physical bids shall be accepted, nor any such request will be entertained on any ground/reason”.

### NOTICE INVITING TENDER

Website Url :	<a href="https://rcb.res.in">https://rcb.res.in</a> <a href="https://dbt.euniwizarde.com/">https://dbt.euniwizarde.com/</a>
Address	Regional Centre for Biotechnology, NCR Biotech Science Cluster 3 <sup>rd</sup> Milestone, Faridabad - Gurugram Expressway Faridabad - 121001, Haryana.
Contact Details	Executive Director, RCB, Phone: 0129-2848800
Name of Work	<b>“Management of RCB recognized Centres through e-Portal.”</b>
Earnest Money	<b>Rs. 30,000</b> (Rupees Thirty Thousand only) to be deposited Online through e-tender portal.
Selection Method	Quality-cum-Cost based system
Tender Processing fees	To be deposited online through e-tender portal.
Tender Start Date	13.10.2020
Tender Closing Date & Time	03.11.2020 at 1500 Hrs.
Date of Pre Bid Meeting	20.10.2020 at 1500 Hrs at RCB, Faridabad
Date of Opening of Technical Bid	03.11.2020 at 1530 Hrs
Date of Technical Presentation	Will be notified later
Date of Opening of Financial Bid	Will be notified later

**RCB reserves the right to reject any or all the bid in part or full without assigning any reason(s).**

**Registrar**

## 2. PRE QUALIFICATION CRITERIA

- 2.1 The Bidder must be a Goods Service Tax (GST) registered firm or company.
- 2.2 The Bidder should have completed,
  - 2.2.1. At least one similar work of value not less than **Rupees 12.00 Lakhs (In INR)** in the last three years OR
  - 2.2.2. Two similar works each of value not less than **Rupees 9.00 Lakhs (In INR)** in the last three years OR
  - 2.2.3. Three similar works each of value not less than **Rupees 6.00 Lakhs (In INR)** in the last three years ending on previous day of last day of submission of tender.
- 2.3 The Bidder/ Agency must have successfully completed similar two works/projects in Central/ State/ IIT/ NIT/ autonomous institutions/ universities etc. during the previous 3 years (2016-17, 2017-18, and 2018-19).
- 2.4 Copies of work completion certificate/ copy of work orders should be submitted along with the bid document. Similar work experience (satisfactory completion) includes the development of application during last 3 years.
- 2.5 Average annual financial turnover should be at least **Rupees 15.00 Lakhs (In INR)** during the immediate last three consecutive financial years (2016-17, 2017-18, and 2018-2019).
- 2.6 A copy of the authorization by the Proprietor / Partners / Director(s) or by all the partners of the Agency (as the case may be) in case the Bid documents are signed & sealed by an authorized person.
- 2.7 The firm should not have been blacklisted, debarred, declared non-performer or expelled from any work of Union Government/State Governments/ PSUs etc. during the last 5 years. They should also submit a self-declaration on its letterhead for the same.
- 2.8 The details of current /previous clients are to be submitted as under (Mandatory requirement, the same may be used for seeking feedback of work done):-
  - 2.8.1. Name of the company /organization /office.
  - 2.8.2. Contact person with designations, telephone number and Email IDs.
  - 2.8.3. Contract Period with Value of work, area covered and manpower deployed.
  - 2.8.4. Copy of Contract/agreement/experience and satisfactory work completed certificate to be enclosed
- 2.9 The EMD of the successful tenderer will be retained until performance bank guarantee is furnished from a Govt. / Nationalized/ Scheduled Bank for 10% value of the work for the period beyond 60 days of the last date of the Contract. On receipt and acceptance of the bank performance guarantee, the EMD will be released without any interest.
- 2.10 Bidders who have completed similar work at any university/ institutions will be given preferences.

- 2.11 The entire work to be completed within 3 months of issue of work order otherwise penalty of 2% per week of the value of work order (maximum up to 10%) will be imposed. The Agency is required to submit a PERT chart of different activities.
- 2.12 After the opening of Tender, if the tender fails to honour the Contract or refuses to comply with all or any terms & conditions of the tender, the EMD will be forfeited.
- 2.13 The offer should be valid for a minimum period of 180 days from the date of opening of technical bid.
- 2.13.1. The rates for various items should be quoted in the format as given in the Financial Bid only. The rates should be inclusive of cost towards deploying manpower, hardware/software, all charges towards statutory compliance and all taxes from time to time as applicable.
- 2.13.2. Quoted rates should in INR & free from any pre-conditions regarding payments etc. or otherwise offers are liable to be rejected.
- 2.13.3. There will be no escalation in the price during the entire Contract period. Further, the rate of taxes, including GST if any must be entered in the financial bid.
- 2.14 The losses to the Centre which are directly attributable to the Agency shall be deducted from the bills /adjusted from the performance guarantee & payable to new agencies from which work will be completed.
- 2.15 In case of any dispute or difference arising in relation to meaning or interpretation of the agreement, the same shall be dealt with as per the provisions of The Arbitration and Conciliation Act, 1996. The award of the arbitrator shall be final and binding on both the parties. Jurisdiction will be Faridabad, Haryana.
- 2.16 Any difference arising in billing due to changes in tax slab in future the higher side will be borne by RCB. However, if the rate of taxes decreases in such case difference or such amount will be payable to RCB by the Bidder.

### **3. REGISTRATION PROCESS**

- 3.1 Bidders to enroll on the e-Procurement module of the portal <https://dbt.euniwizarde.com> by clicking on the link “Bidder Enrolment”. Enrolment on the e-wizard Portal is free of charge.
- 3.2 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.
- 3.3 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.
- 3.4 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.

- 3.5 Bidder then logs in to the site through the secured login by entering their user ID / password and the password of the DSC / e-Token.

#### **4. TENDER DOCUMENTS SEARCH**

- 4.1 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.
- 4.2 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.
- 4.3 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 SMS / e-mail in case there is any corrigendum issued to the tender document.
- 4.4 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 of the e-Wizard portal.

#### **5. BID PREPARATION**

- 5.1 Bidder should take into account any corrigendum and addendum published on the tender document before submitting their bids.
- 5.2 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- 5.3 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.
- 5.4 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 / RAR / DWF formats. Bid documents may be scanned at least 100 dpi with black and white option and the scanned documents should be legible. Illegible bids will not be considered.
- 5.5 Copy of constitution or legal status of the Bidder manufacturer / Sole proprietorship / firm / Agency etc.
- 5.6 Experience Certificates in line with the pre-qualification criteria mentioned in the tender document.
- 5.7 Copy of PAN Card and GST Registration.
- 5.8 Brochure, original technical catalogue with detailed specification and picture of the product offered, if relevant.

- 5.9 Earnest Money Deposit: The Bidder will be required to deposit the Earnest Money Deposit (EMD) for an amount of Rupees Seventy-Five thousand (In INR) through online portal.
- 5.10 EMD Fee are exempted for MSME/ NSIC vendors etc. however tender processing fee has to be paid by all the vendors as this fee is being charged by the Online Portal service provider directly.
- 5.11 The Bidder should must have their registered office/ branch/ service Centre in Delhi-NCR.

## **6. BID SUBMISSION**

- 6.1 Bidder to log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission deadline. Bidder will be responsible for any delay due to other issues.
- 6.2 The Bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 6.3 Bidder to select the payment option as “Online” to pay the tender fee/ EMD wherever applicable and enter details of the instrument.
- 6.4 A standard BoQ format (preforma of price bid) 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.
- 6.5 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.
- 6.6 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.
- 6.7 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 6.8 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. along with the date & time of submission of the bid with all other relevant details.
- 6.9 Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

## **7. ASSISTANCE TO BIDDERS**

- 7.1 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.
- 7.2 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 numbers for the helpdesk are 011-49606060, 011-23710092, 011-23710091, +91-8882495599.

## ELIGIBILITY CRITERIA FOR EVALUATION

It is essential that the Bidders provide documents as evidence in support of these criteria and demonstrate that during the presentation.

**Criteria for evaluation:** This Bid is based on Quality & Cost Based Selection (QCBS).

The technical qualification parameters are:

Sl. No.	Parameter	Score
1.	Company work experience and profile	30
2.	Work plan and methodologies	20
3.	Technical Presentations	50
<b>Total</b>		100

### 1. Company work experience and profile (30Score)

Sl. No.	Description	Score
1.	Minimum three years' experience threshold	03
2.	For additional each year 01-mark, maximum of 02 marks	02
3.	Awards/Appreciation certificates/recognitions (two marks for each)	10
4.	Minimum 15 professionals (Name, Aadhaar and PAN no. of professionals duly certified by the Bidder)	05
5.	Should have successfully completed 2 similar work of minimum value 10 Lakh each in the last 3 years in Government department/PSUs (5 marks for each work order completed successfully, Completion certificate to be attached)	10
<b>Total</b>		30

### 2. Work Plan and Methodologies (20 Score)

Sl. No.	Description	Score
1.	Understanding the workflow of the recognized centre management for their Academic Automation.	10
2.	Development of methodologies for software including implementation schedule, development technologies would prefer open source licensing	10
<b>Total</b>		20

### 3. Technical Presentation (50 Score):

Sl. No.	Description	Score
1	Presentation on the workflow of the recognized centre management for their academic automation processes, and demonstration on the product that fits RCB, deployment architecture, delivery schedule, disaster recovery mechanisms to be put in place and the solution proposed/developed handles such scenarios	50
<b>Total</b>		50

**The formula for determining the financial scores shall be as mentioned below:**

*Lowest Bidder – 30 marks,*

*Marks to second-lowest & other Bidder – (30 x Price of lowest Bidder / Price of Second lowest Bidder) & so on.*

The weightage given to the technical and financial proposals shall be as under:

**Quality-cum-cost based selection ratio would be 70 (technical): 30 (financial)**

*Technical bid marks = 70% of the technical bid including presentation and Financial Marks = 30%*

Note: Only those Bidders who will secure 60% marks on the evaluation of their Technical Bids & Technical presentation by the duly constituted Technical Evaluation Committee will be eligible for opening their commercial bids; otherwise their financial bid will not be opened. The Bidder who secure highest marks on their technical and financial bids put together, i.e. H- 1, shall be awarded the work. No negotiation will be held with other Bidders securing H-2, H-3 and so on.

## **A. SCOPE OF WORK**

<b>TECHNICAL SPECIFICATIONS</b>		
<b>Sl. No.</b>	<b>Parameters</b>	<b>Requirements</b>
<b>A</b>	<b>Scope of Work</b>	Supply, Customization, Installation, Integration, Implementation, Testing, Training, Maintenance and support and 1 year warranty + 2 year comprehensive AMC
<b>B</b>	<b>Place of supply</b>	RCB, Faridabad, Haryana
<b>1</b>	<b>Registration</b>	
	<b>Registration</b>	One-time registration by the Recognized centres or Individuals by themselves or by the authorized person.
		Role-based admin panel for RCB to manage masters for all users.
		Individual role based admin panel for recognized centres to manage their own activity.
		The system organizer should be able to view the detailed request, including their background and photograph & signature and updation required, if any.
		Allotment of Hostel/ Guest House and room allocation management
		Facility for allotment of Registration No. to registered individuals by Admin.
		Details of fellowship received by the individual
		Allotment of Supervisor
		Issuance of Certificate of Registration

	<b>Related MIS</b>	Candidate List, Candidate Gender Ratio, Candidate Status Report, Address & Contact Details Report, Candidate Parent/Guardian Detail, Candidate Enrolment Report, Candidate Registration Status Report, Registration No. wise search,
<b>2</b>	<b>Coursework</b>	
	<b>Coursework Management</b>	Centre-wise course mapping
		Facility to the Centre for semester-wise subject mapping
		Planning of course work, allocation of faculty/guest faculty etc. can be added, edited, removed, etc. as per need.
		Time Table Management
		Academic Calendar Management
		Registration for semester/make-up examination by the candidate with approval of the authorized person
		Facility to mark subject wise attendance by allocated faculty as per timetable (visible also in candidate dashboard).
		Functionality to send attendance (weekly, monthly, whole semester) to the Candidates/Faculties through SMS or email.
		Reminder to Low Attendance Candidates
		Semester wise course work registration by the individual or recognized centres incl. option for repeat classes
		Facility with the faculty members to enter marks of internal assessment/ mid-term/ final term
		Auto-Compilation of Results from data entered by the faculty/ fetched from system
		Facility to record the option furnished by IPhD candidate for continuation to PhD/exist with master's degree
	Facility to print grade sheets	
	<b>Related MIS</b>	Candidate Exam Details Report, Course Wise Candidate List, Term Wise Subjects, Candidate Attendance Report, Absentee List Report, Faculty Wise Attendance Report, Subject Wise Faculty Wise Timetable, Exam Labels, Invigilation Chart Report, Result Analysis, Candidate Performance Report, Subject Performance Report, Subject Wise Candidate Performance Report, Candidate Appearing Exam Report, Result Sheet,
<b>3</b>	<b>Research Component</b>	
	<b>Research</b>	Online submission of research proposal by the individual through the Centre
		Formulation of SAC of the Individuals of Recognized Centres
		Submission of Progress Reports/ fellowship reports/ upgradation requests etc.
		Facility of sending reminder to students for submission of reports
		Facility to candidate to give his preference for lab rotation/dissertation. Ability to upload report by the candidate of the lab rotation/dissertation completed.

		Facility to apply for submission of Pre-PhD Synopsis/ Thesis of Evaluation by payment of requisite fee
		Transfer of student from IPhD to PhD upon completion of requirements
	<b>Related MIS</b>	Centre-wise/ Course-wise Active/ Resigned Students, Funding Agency wise students.
<b>4</b>	<b>Course Completion/ Exit</b>	
		Furnishing of Exit Options by students registered in PhD (Integrated) Degree
		Submission of Thesis/ Dissertation for evaluation
		Uploading of Evaluation Report of thesis/ dissertation in requisite formats
		Scheduling of viva/ presentation
		Printing Grade sheets/ Transcripts/ Provisional Degree/ Final Degree
	<b>Related MIS</b>	Candidate Detail Grade Sheet/transcript, Candidate Backlog Summary Report, Honorarium Report, and Honorarium Report for external experts, Migration, experience, transfer Certificates issued for candidates.
<b>5</b>	<b>Fee/ Fellowship Management</b>	
	<b>Fee Management</b>	Facility to recognized Centre to pay fee academic administration fee for their registered individuals using payment gateway.
		Receipt of affiliation/ fee from the recognized Centre and issuance of receipt
		Online course wise Fee Management (Payment gateway) with ability to generate receipt and send reminders.
		Collection of semester fee/ re-evaluation fee/ make-up examination fee/ thesis submission fee etc. from individuals of the Centre.
	<b>Fellowship Management</b>	Maintenance of Funding Agency-wise details of Individuals of the Centre
		Ability to send reminders to individuals for submission of report for funding Agency
		Contingency grant management
	<b>Related MIS</b>	Candidate Fee Details Report, Centre-wise fee payment details, Hostel/ Electricity/ Guest House Payment Details, Fee Receipts, Year-wise/ Centre-wise/ Student-wise payment details

**Note:**

1. RCB is using Wildcard SSL Certificate for their major websites; so, this portal must be integrated with the same Wildcard SSL certificate if RCB domain will be used. If new domain will be registered, procurement of SSL Certificate & its integration will be under scope of the Bidder. Requisite documentation will be arranged by the RCB for issuing of SSL Certificate.
2. Automatic regular backup of the application as well as database must be taken care under the scope of the work.

## **B. ROLES AND RESPONSIBILITIES**

### **i. RCB Responsibility**

- i. To ensure the availability of all required information and documents related to the Admission, Candidate enrolment, Exam & evaluation processes.
- ii. To provide with complete list of users with hierarchy and desired roles and privileges to be uploaded to the system.
- iii. Provide administrator access to the server for application installation and configurations.
- iv. Server placed at Server Room to ensure sufficient required power availability and safety.
- v. Provide internet connectivity for accessing the application.

### **i. Bidders Responsibility**

- i. Deployment and implementation plan.
- ii. Install the integrated Academics & Examination solutions at RCB.
- iii. Provide the teams as shown in technical approach for implementation of workflow and Candidate management.
- iv. Configure Back up, logs and archive of the Database.
- v. Training on system operating usage for identified personals.
- vi. A written Contract will be signed between RCB and Bidders.

## **C. PRE-BID MEETING**

The Pre-bid meeting will be held online or at RCB Campus to clarify the doubts of the intending Bidders, if any, as per schedule. In case, after pre-bid meeting (wherever applicable) any modification(s)/ addition(s)/deletion(s) or any alternation in the requirement(s)/specification(s)/ condition(s) etc, the same will be placed only on Centre website-[www.rcb.res.in](http://www.rcb.res.in) and <https://dbt.euniwizarde.com/> therefore all the Bidders are advised to visit the above website before the filling of the Tender.

## **D. CORRIGENDUM/ADDENDUM**

**Corrigendum / Addendum**, if any, would be displayed on [www.rcb.res.in](http://www.rcb.res.in) and <https://dbt.euniwizarde.com/> only and shall not be advertised in the newspapers. All the prospective Bidders are thereafter advised to keep themselves updated for such corrigendum / addendum before as well as after the submission of bids. The Centre will not be responsible if the prospective Bidder do not update them as mentioned above.

## **E. PENALTY CLAUSE**

1. The entire work to be completed within 3 months of issue of work order otherwise penalty of 2% per week of the value of work order (maximum up to 10%) will be imposed.
2. The Time schedule should be strictly followed by the Agency. If the services are not

completed within stipulated time/dates, the penalty will be imposed as may be deemed fit in the circumstances.

## **F. PAYMENT DETAILS**

1. Integrated application e-portal for Recognized Centres (including minimum one-year warrantee)

<b>Milestone</b>	<b>Payment Terms</b>
Advance Payment	Nil
After Successful Implementation, acceptance of the application and signing off	60%
After successful implementation of software for a period of 3 months	20%
Transfer of Source Code to RCB (after completion of the development) and further changes / updation will be made through RCB only	20%
Total	100%

2. The payment during the maintenance period will be made on a quarterly basis on submission of an invoice for every quarter.

## **G. FORFEITURE OF EMD**

1. If Bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
2. If Bidder fails to sign the agreement within a reasonable time.
3. Fails or refuse to execute the Contract.
4. Fails to respond to queries by the RCB.

## **H. PERIOD OF SUPPORT**

1. After completion of the work, the Contract will be valid for the period of 03 years (Warranty-01 year and AMC period – 02 years). The Contract can be extended for another 2 years through mutual consent after completion of initial Contract period.
2. During Contract Period, the needful changes in applications will be the responsibility of successful Bidder without additional cost to the RCB.

## **I. MISCELLANEOUS**

1. Splitting of work / consortium will not be allowed.
2. Development & hosting Technology would be preferred Open Source only.
3. The entire work to be completed within 3 months from the date of issue of work order.
4. All the pages/documents of the Tender document should bear the dated signature of the tenderer with the stamp of the Firm. All the entries by the tenderer should be in one ink & legibly written. Any over-writing corrections & cuttings should bear dated initials of the tenderer. Corrections should be made by writing again instead of shaping or over-writing.
5. Rates should be quoted in Indian Rupees (Rs) both in figures as well as in words. In case the rates quoted in words & figures are at variance, the rates written in words will be taken as final. Please ensure to specify about the taxes if any.
6. Centre reserves the right to reject or accept any or all application(s) without assigning any reason(s).

7. Conditional tenders are liable to be rejected.
8. Centre reserves the right to increase or decrease services in Tender document.
9. The payment will be released after bill submission, data handover and satisfactory performance report signed by concerned department up to satisfactory level of RCB as per payment schedule prescribed in the bid document.
10. The Bidder should undertake to train RCB team and staff.
11. Bidder shall prepare the required steps for installation and Centre shall provide the required infrastructure, environment, data and other support.

## **J. TERMINATION**

RCB reserves the right to terminate the Contract at any time by serving one-month notice. The Contract shall be terminated if,

1. The service of the Agency is not found satisfactory or the Agency changes the rate of Contract during the Contract period. The Bidder will be responsible for any loss or damages occur due to such cancellations.
2. In case the agent, fails to execute the job as per the terms and conditions of the agreement, the balance / total work will be got executed through any other Agency at the Agency's risk and cost.
3. If found quarrelling or misbehaving with anyone or involved in any kind of anti –social activity, the Contract may be cancelled forthwith by the Centre.
4. The Centre shall have the right to terminate the Contract, arising out of finalization of this TENDER, in part or in full in any of the following cases:-
  - (i) The delivery of the material/services is delayed for causes not attributable to Force Majeure for more than 15 days after the scheduled date of delivery.
  - (ii) The Service Provider is declared bankrupt or becomes insolvent.
  - (iii) The delivery of material/service delayed due to cause of Force Majeure by more than 60 Days provided Force Majeure clause is included in the Contract.
  - (iv) As per decision of Arbitrator/Tribunal.
  - (v) When both parties mutually agree to terminate the Contract.

## **K. ARBITRATION CLAUSE**

In case of any dispute between the Agency and RCB, arising out of or in relation to the agreement, the dispute shall be referred to a sole arbitrator to be appointed by the Executive Director, RCB. The award of the said arbitrator shall be final and binding on both parties. The seat of the arbitration shall be at District Faridabad, Haryana.

In additions to clauses above, other terms & conditions, which have not been mentioned in the Tender, can be added and the same will be mentioned in the award of work. If the Agency does not agree with any terms/ clause, which has been included later on, they may communicate in writing before accepting the offer. After acceptance, no protest will be considered.

## **L. 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 to the other party. Force measure

shall mean fires, floods, natural disasters or other acts as war, turmoil, strikes, sabotage, explosions and quarantine restriction beyond the control of either party.

#### **M. RIGHT OF ACCEPTANCE OF OFFER**

- (a) The RCB reserves the right to accept partly or reject any offer without assigning any reason thereof.
- (b) In respect of enquiries, which call for procurement of more than one item, the RCB reserves the right to consider and accept the offer of any of the items in enquiry reserving the right to utilize the offer for balance items at a later stage within the validity of offer.

#### **N. LIQUIDATED DAMAGES (LD)**

Bonds/Guarantees/ Documents or/and supply/performance the items/services as per Delivery schedule specified in the Contract, the completion of the Contract. The price of the delayed/undelivered stores/ services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than the value of delayed stores / services.

#### **O. CANCELLATION OF CONTRACT**

RCB shall have the right to terminate the Contract, arising out of finalization of this tender, in part or in full in any of the following cases:

- a. The delivery of the material or start of works is delayed for causes not attributable to Force Majeure for more than 10 days after the scheduled date of delivery.
- b. When both parties mutually agree to terminate the Contract.
- c. At any stage without assigning any reason thereon.

#### **P. MODIFICATION AND WITHDRAWAL OF BIDS**

The Bidders may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to the deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but is to be followed by a signed conformation copy by post not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiry of the period of specified bid validity. Withdrawal and modification of bid during this period will result in forfeiture of Bidder's Bid Security.

#### **Q. WARRANTY / SUPPORT**

The Agency shall provide at least 01 (One) year warranty support (Onsite or Offsite) to the supplied software to the Centre.

Besides, 01-year warranty support (Onsite or Offsite) the Agency will also be required to provide 02 years AMC after completion of warranty period.

## **R. REQUIREMENT OF REGISTRATION**

Any bidder from a country which shares a land border with India will be eligible to bid only if the bidder is registered with the Competent Authority and the bidder should be in compliance with the F. No. 6/18/2019-PPD dated 23rd July 2020 of Department of Expenditure, Ministry of Finance, Government of India and certificate to be submitted as per ANNEXURE-XVII (Certificate for tender).

**ANNEXURE-I****Certificates/Documents to be submitted in the Technical Bid.**

Note: If these documents are not submitted /conditions not met, the quotation shall be summarily rejected and no further correspondence, in this regard, shall be entertained.

<b>S. No</b>	<b>Description</b>	<b>Technical Compliance (Yes/No)</b>
1	Undertaking for adherence of Two-Bid System. (Non-violation of Two-Bid System)	
2	Clarification with regard to manufacturer or their accredited agent.	
3	Undertaking for the submission EMD / Bid amount along with the bid.	
4	GST registration certificate	
5	PAN Card	
6	Fall clause declaration	
7	Non-black listing declaration	
8	Declaration reg. Proprietorship/partnership/ Pvt. Limited firm	
10	Statement of financial standing from C.A. the last 3 years along with solvency certificate from Bank with address & proof of average turnover of the firm min. Rupees 50.00 Lakh (In INR) for the last 3 years	
11	Awards/Appreciation certificates/recognitions	
12	Proof of similar Work Experiences	
13	Proof of Company profile (Team size)	
14	Undertaking for adherence & acceptance to all Tender Terms as per Schedule – ‘A’ (No Deviation of Tender Terms)	

**PROFORMA OF PRICE BID**

The rates to be quoted online for each item of the Price Bid/BOQ in Indian Rupees, both in figures and words for the execution of work including all the required taxes, duties & levies for the complete work, as per Scope of Work, Specifications and approved processes. The Price Schedule with rates and amount duly filled in and shall be uploaded in the desire format, as given in Instructions to Bidder.

S. No.	Item of Work/Description	Qty.	Rate per unit	Applicable Taxes in %	Tax Amount	Total amount (with Tax)
1.	Integrated application e-portal for Recognized Centres (including minimum one year warrantee)	1				
2.	2 Year maintenance Support of Software after completion of initial one-year warranty period.	1				
3.	SSL Certificate during 1 <sup>st</sup> year warranty period (optional)	1				
4.	SSL Certificate during 2 year maintenance support after completion of initial one-year warranty period. (optional)	1				
	TOTAL (A) in Figures Rupees					
	TOTAL (A) in Words Rupees					

**Important Note:**

1. The cost of additional 2 years' maintenance Support will be considered while identifying the L-1 vendor, however, a separate work order will be issued, as per the discretion of the competent authority of RCB, Faridabad for additional period of 2 years' maintenance Support before the expiry of the initial 1 years' warranty.
2. In addition to the above, the cost of SSL Certificate will be considered while identifying the L-1 vendor, however, this will be treated as an optional component, which may or may not be taken.

**APPLICATION FORM**

[NOTE: On the letterhead of the applicant including full postal address, email address, telephone no. and fax no.]

Date: \_\_\_\_\_

To,

The Executive Director,  
Regional Centre for Biotechnology NCR Biotech Science Cluster,  
3rd Milestone Faridabad– Gurgaon Expressway,  
Faridabad 121001.

Sir/Madam,

Being duly authorized to represent and act on behalf of ..... (hereinafter referred to as “the Applicant”) and having reviewed and fully understood all the pre- qualification information provided, the undersigned hereby applies to be pre- qualified by yourselves as a tenderer for award of work(s) Management of RCB recognized Centres through e-Portal.

Being duly authorized to represent and act on behalf of ..... (hereinafter referred to as “the Applicant”) and having reviewed and fully understood all the pre- qualification information provided, the undersigned hereby applies to be pre- qualified by yourselves as a tenderer for award of work(s) Management of RCB recognized Centres through e-Portal.

1. Attached to this letter are copies or original documents defining:
  - (a) the applicant’s legal status
  - (b) the principal place of business
  - (c) the place of incorporation (for applicants who are corporations) or the place of registration and the nationality of the owners (for applicants who are partnerships or individually owned firms)
2. Your Agency and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This letter of application will also serve as authorization to any individual or authorized representative or any institution referred to in the supporting information, to provide such information deemed necessary and requested by you to verify statements and information provided in this application, or with regard to the resources, experience, and competence of the Applicant.
3. Your Agency and its authorized representatives may contact the following persons for further information on general, personnel, technical and financial enquiries.

Contact 1: Name, email and Phone no.

Contact 2: Name, email and phone no.

4. This application is made with the full understanding that:
  - (a) Bids submitted by applicants will be subject to verification of all information submitted at the time of bidding
  - (b) Your Agency reserves the right to:
    - amend the scope and value of the Contract / bid under this project; in such event, bids will only be called from pre-qualified Bidders who meet the revised requirements; and
    - reject or accept any application, cancel the pre-qualification process, and reject all applications without assigning reasons or incurring any liability thereof; and
  - (c) Your Agency shall not be liable for any such actions and shall be under no obligation to inform the applicant.
  
5. The undersigned declares that statements made and the information provided in the duly completed application are true and correct in every detail.

**Signed and Sealed, Name .....**

**For and on behalf of .....**

**GENERAL INFORMATION**

<b>Name of Firm</b>	
<b>Head office address</b>	
<b>Telephone</b>	<b>Contact No</b>
<b>Fax. No.</b>	<b>Email ID</b>
<b>Place of Incorporation/registration</b>	<b>Year of incorporation/registration</b>

**Signature and seal of the Authorized Signatory of the Bidder**

**FINANCIAL CAPABILITY**

<b>Financial Year</b>	<b>Annual Turn Over in Indian Rupees (or equivalent to Indian Rupees) as per Audited Balance Sheet</b>
<b>2016-17</b>	₹
<b>2017-18</b>	₹
<b>2018-19</b>	₹

**NOTE: The above data is to be supported by audited balance sheets**

1. Attach copies of audited balance sheets duly certified by the chartered accountant for all three years (**2016-17, 2017-18 & 2018-19**). Audited Balance sheet should mention the membership number of chartered accountant issued by ICAI along with full address.
2. Attach recent solvency certificate from bankers. The certificate should be not more than one-year- old from the date of submission of bid.

**Signature and seal of the Authorized Signatory of the Bidder**

(To be submitted on Company Letter Head)

**AUTHORIZATION LETTER**

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 tender No.:\_\_\_\_\_

Date:

Shri / Smt.\_\_(name) is also authorized to negotiate the terms and conditions pertaining to the said tender 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)

(To be submitted on Company Letter Head)

**TENDER ACCEPTANCE LETTER**

Date: \_\_\_\_\_

To,  
The Executive Director  
Regional Centre for Biotechnology,  
3rd Milestone, Faridabad–Gurugram Expressway, Faridabad– 121001

SUB: Acceptance of Terms & Conditions of Tender Reference No: \_\_\_\_\_

**Name of Tender/Work:** Management of RCB recognized Centres through e-Portal

Dear Sir,

1. I/We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the website(s) namely: [www.rcb.res.in](http://www.rcb.res.in), <https://dbt.euniwizarde.com> as per your NIT / advertisement, given in the above mentioned 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 Bidder 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)

**NON-BLACK LISTING DECLARATION**

(Format of undertaking, to be furnished on Company letterhead with regard to blacklisting/ Non-Debarment by Organization)

To,  
Executive Director  
Regional Centre for Biotechnology NCR Biotech Science Cluster,  
3<sup>rd</sup> Milestone, Faridabad-Gurgaon Expressway, Faridabad

We hereby confirm and declare that we, M/s -----, is not blacklisted/ De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other Agency for which we have Executed/ Undertaken the works/ Services during the last 5 years.

For -----

Authorized Signatory

Date:

**ANNEXURE-IX**

**EXPERIENCE OF COMPLETION OF PROJECTS OF SIMILAR NATURE & COMPLEXITY**

(During three years ending last day of month previous to the one in which applications are invited)

<b>S.No</b>	<b>Name of the organization with complete postal address</b>	<b>Name &amp; designation of the Contract Person with Tel/Mobile No (s)</b>	<b>Date from which the Contract was awarded</b>	<b>No of persons deployed by your firm</b>

NOTE: Please attach supporting documents (completion certificates along with order copies) for the above information

**Signature and seal of the Authorized Signatory of the Bidder.**

**FORM OF AGREEMENT**

This Agreement made on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between Regional Centre for Biotechnology (RCB), Faridabad-Haryana for entering into the work(s) “Management of RCB recognized Centres through e-Portal” herein after called "The Employer" who enters into this Agreement of the one part and M/s \_\_\_\_\_ (hereinafter called "The Contractor") of the other part.

Whereas the Employer is desirous that certain works should be executed by the Contractor, viz. \_\_\_\_\_("the Works") and has accepted a Bid by the Contractor for the execution and completion of the works and the remedying of any defects therein.

Now this Agreement witnessed as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) The Letter of Award;
  - (b) The said Bid;
  - (c) The General Conditions of Contract;
  - (d) Prequalification document
  - (e) Instructions to Tenderers and Specific Conditions of Contract;
  - (f) The Specification;
  - (g) The Drawings;
  - (h) The Priced Bid
  - (i) Any other relevant documents referred to in this Agreement or in the aforementioned documents
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the

Works and remedy any defects therein in conformity in all respects with the provisions of this work.

4. One year warranty along with two years comprehensive AMC
5. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or only such other sums as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written.

Signed, Sealed, and Delivered by the Said

Binding Signature for and on behalf of RCB-Faridabad Binding Signature of Contractor \_\_\_\_

In the presence of: -

Witness (1):

Witness (2):

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

<b>SEVERITY LEVEL</b>	<b>MAXIMUM PRIMARY RESPONSE TIME</b>		<b>RESOLUTION / EXECUTION TIME</b>
<b>Level 1- Critical</b>	Portal down due to any kind of software bug	2 hours	Within same Business Days
Level 2 – High	Application / Database error	4 Hours	Next Business Days
Level 3 - Moderate	Change request	1 day	Within three Business Days

Note: The severity level may be enhanced if large no. of user are impacted due a small error.

**CERTIFICATE / DECLARATION FOR TENDER**

(IN COMPLIANCE WITH THE F. NO. 6/18/2019-PPD DATED 23RD JULY 2020  
OF DEPARTMENT OF expenditure, MINISTRY OF FINANCE,  
GOVERNMENT OF INDIA)

I/We have read the clause regarding restrictions on procurement from a bidder of a country, which shares a land border with India. I/We certify that as a bidder, I/We are fulfilling the requirements/conditions mentioned in the OM no. F. No. 6/18/2019-PPD dated 23rd July 2020 of Department of Expenditure, Ministry of Finance, Government of India and not barred to be considered in the bid process.

Signature of Tenderer with Name, Designation, Seal & Date