

Punyashlok Ahilyadevi Holkar Solapur University, Solapur

e - Tender

For

Supply, Installation & Commissioning of Next Generation UTM Firewall with 3 Years License Subscription

Authorized Signatory:

Name :

Designation:



Punyashlok Ahilyadevi Holkar Solapur University, Solapur Web-http://sus.ac.in

e - Tender Notice, 2024-25.

Punyashlok Ahilyadevi Holkar Solapr University, Solapur – 413255 (Tel.& Fax. 0217-2744771/78) invites e-Tender for the purchase of **Supply, Installation & Commissioning of Next Generation UTM Firewall with 3 Years License Subscription** from original manufacturer / authorized dealer. The detail of e – tender as follows:

Item Description	EMD amount	Cost of e-Tender form
Supply, Installation & Commissioning of Next Generation Firewall with 3 years license subscription	Rs.30,000 /- (Refundable)	Rs. 3,000/- (non-refundable)

e- Tender Time Table

1.	e – Tender Publishing Date	Date: 17/04/2025 Time: 11.30 AM	
2.	Tender Download Start Date	Date: 17/04/2025 Time: 11.30 AM	
	and Time		
3.	Bid Submission Date and	Date: 17/04/2025 Time: 11.30 AM	
	Time		
4.	Pre-Bid meeting. Date and	Date: 23/04/2025 Time: 01.00 PM	
	Time		
5.	Closing date and of e-/tender	Date: 07/05/2025 Time: 03.00 PM	
6.	Date and place of online	Date: 09/05/2025 Time: 03.00PM	
	opening of E-Tender	P.A.H. SOLAPUR UNIVERSITY,	
	(Technical Bid opening	SOLAPUR,	
	Date)	Solapur Pune-National highway	
		Kegaon, Solapur	
		413255.Telephone-0217-	
		2744771/78(Ext-133).	
6.	Online /Tender Fee & EMD	EMD & e-Tender form fee should	
	Submit Online payment	Submit Online	

Authorized	Signatory	:	
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Punyashlok Ahilyadevi Holkar Solapur University, Solapur

E - Tender Form SUPPLY, INSTALLATION & COMMISSIONING OF NEXT GENERATION UTM FIREWALL WITH 3 YEARS LICENSE SUBSCRIPTION

1) Name of Bidder	:
2) Full Address	:
3) Mobile	:
4) E-mail ID	:
5) G.S.T. No.	:
6) PAN No.	:
	Seal & Signature of Vendo

Designation :

Name

Authorized Signatory:



Punyashlok Ahilyadevi Holkar Solapur University, Solapur SECTION - A

MAIN TENDER DOCUMENT

Name of Work: - Supply, Installation & Commissioning of Next Generation UTM Firewall with 3 Years License Subscription

TENDERING PROCEDURE

- 1. GUIDELINE TO BIDDER ON THE Supply, Installation & Commissioning of Next Generation UTM Firewall with 3 Years License Subscription E TENDERING OF P.A.H. SOLAPUR University.
- 1.1 BLANK TENDER FORMS
 - Tender form can be downloaded from the e- tendering portal Government of Maharashtra i.e. http://www.mahatenders.gov.in after entering the details of payment towards tender fees as per the Tender Schedule.
- 1.2 The prospective Bidders are free to ask for any additional information or clarification either in writing or orally concerning the work, and the reply to the same will be given by the Registrar, P.A.H. Solapur University, Solapur,413255 and same will be made available on e-tendering portal of Government of Maharashtra i.e. http://www.mahatender/Gov.in and this clarification referred to as common set of conditions/deviations(C.S.D.),shall form part of tender documents and which will also be common and applicable to all Bidders.
- 1.3 The tender submitted by the Bidders shall be based on the clarification and shall be unconditional. Conditional tenders will be summarily REJECTED.
- 1.4 All Bidders are cautioned that tenders containing any deviation from the contractual terms and conditions, specifications or other requirements and conditional tenders will be treated as no responsive.
- 1.5 Bidders should have valid class II/III Digital Signature Certificate (DSC) obtained from any Certifying Authorities. In case of requirement of DSC, interested Bidders should go to www.mahatenders.gov.in and follow the procedure mentioned in the document 'Procedure for application of digital certificate'.
- 1.6 For any assistance on the use of Electronic Tendering System (ETS), users may call the number: 24x7 Help Desk Toll FREE No-0120-4200462/4001002.

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1.7 Bidder should install the mandatory components available on the home page of www.mahatenders.gov.in under the section 'Mandatory Components' and make the necessary Browser Settings provided under section 'Internet Explorer Settings'

2. PRE-REQUISITED TO PARTICIPATE IN THE TENDERS PROCESSED BY P.A.H. SOLAPUR UNIVERSITY, SOLAPUR.

2.1 ENROLMENT AND EMPANELMENT OF CONTRACTORS ON ELETRONIC TENDERING SYSTEM:

The contractors interested in participating in the Tenders of P.A.H. Solapur University, Solapur process by using the Electronic Tendering System shall be required to enrol on www.mahatenders.gov.in the Electronic Tendering System to obtain user ID.

After submission of application for enrolment on the system, the application information shall be verified by the authorized representative of the service provider. If the information is found to be complete, the enrolment submitted by the contractor shall be approved. The contractors may obtain the necessary information on the process of enrolment either from Helpdesk Support team or enrol directly on web site www.mahatenders.gov.in.

2.2 OBTAINING A DIGITAL CERTIFICATE

The digital certificates are issued by an approved Certifying Authority Authorized by the Controller of Certifying Authorities of Government of India through their Authorized Representatives upon receipt of documents required to obtain a Digital Certificate Bid data/information for a particular Tender may be submitted only using the Digital Certificate which is used to encrypt the data during the Bid preparation. In case during the process of preparing and submitting a Bid for a particular tender, the contractor loses his/her Digital Signature Certificate (i.e. due to virus attack, hardware problem, operating System problem): he/her may not be able to submit the Bid online. Hence the Users are advised to store his/her Digital Certificate secure and if possible, keep a backup at safe place under adequate security to be used in case of need.

In case of online tendering, if the Digital Certificate issued to an Authorized User of a partnership firm is used for signing and submitting a bid, it well be considered equivalent to a no objection certificate / power of attorney to that user to submit the bid on behalf of the partnership Firm. The partnership firm has to authorize a specific individual by an authorization certificate signed by a partner of the firm (and in case the applicant is a partner, another partners required to authorize in the same form) to use the digital certificate as per Indian Information Technology Act 2000.

Unless the Digital Certificate is revoked, it will be assumed adequate authority of the Authorized user to bid on behalf of the firm for the tenders processed on the Electronic Tender Management System of Government of Maharashtra as per Indian Information Technology Act, 2000. The Digital signature of this authorized user will be binding on the firm. It shall be the responsibility of partners of the firm to inform the certifying authority or sub-certifying authority, if the Authorized user changes, and apply for a fresh Digital Signature Certificate. The procedure for application of a Digital Signature Certificate will remain the same for the new authorized user.

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The same procedure holds true for the Authorized Users in Private / Public Limited Company. In this case, the Authorization Certificate will have to be signed by the Director of the Company or the reporting authority of the applicant. For information of the process of application for obtaining Digital Certificate, the contractors may visit the section 'Digital Certificate' on the home page of the electronic tendering system.

3. STEPS TO BE FOLLOWED BY CONTRACTORS TO PARTICIPATE IN THE E-TENDERS PROCESSED BY MAHATENDERS

3.1 PREPARATION OF ONLINE BRIEFCASE

All contractors enrolled on the Electronic Tendering System of Government of Maharashtra are provided with dedicated briefcase facility to store documents/files in digital format. The contractors can use the online briefcase to store their scanned copies of frequently used documents/files to be submitted as a part of their bid response. The contractors are advised to store the relevant documents in the briefcase before starting the Bid Preparation and submission stage. In case the contractors have multiple documents under the same type. (e.g. multiple work completion certificates) as mentioned above, the contractors advised to either create a single pdf file of all the documents of same type or compress the documents in a single compressed file in zip rar formats and upload the same. It is mandatory to upload the documents using the briefcase facility. Therefore the contractors are advised to keep the documents ready in the briefcase to ensure timely bid preparation.

Note: Uploading of document in the briefcase does not mean that the documents are available to P.A.H. Solapur University, Solapur at the time of tender opening stage unless the documents are specifically attached to the bid during the online bid preparation as well as during decryption.

3.2 ONLINE VIEWING OF DETAILED NOTICE INVITIING TENDERS

The contractors can view the detailed tender notice along with the time schedule (Key Dates) for all the live Bidders released by P.A.H. Solapur University, Solapur on the e- Tendering portal on http://www.mahatendres.gov.in under the organization of P.A.H. Solapur University, Solapur.

3.3 DOWNLOAD OF TENDER DOCUMENTS

The pre-qualification/Main Bidding documents are available for free downloading. However to participate in the online Bidder, the bidder must purchase the bidding documents online.

3.4 ONLINE BID PREPARATION

Submission of bids will be preceded by online bid preparation and submission of the digitally signed within the tender time schedule (Key dates) published in the detailed notice inviting tender. The bid data is to be prepared in the templates provided by the tendering authority of P.A.H. Solapur University, Solapur. In the unloadable document

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type of templates, the contractors are required to select the relevant document/compressed file (containing multiple documents) already uploaded in the briefcase.

3.5 SHORT LISTING OF CONTRACTORS FOR FINANCIAL BIDDING PROCESS

The tendering authority will first open the technical bid documents of all contractors and after scrutinizing these documents will shortlist the contractors who are eligible for financial Bidding Process.

3.6 OPENING OF THE FINANCIAL BIDS

The contractors may be present in the office of the Tender opening authority at the time of opening of Financial Bids. However, the results of the Financial Bids of all contractors shall be available on the P.A.H. Solapur University, Solapur e-tendering Portal immediately after the completion of opening process.

3.7 TENDER SCHEDULE (KEY DATES)

The contractors are strictly advised to follow the dates and times allocated to each stage under the column "Contractor Stage" as indicated in the Time Schedule in the detailed tender notice for the Tender. All the online activities are time tracked and the electronic tendering System enforces time-locks that ensure that no activity or transaction can take place outside the start and end dates and time of the stage as defined in the tender schedule. At the sole discretion of the tender authority, the time schedule of the tender stages may be extended.

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4. SUBMISSION OF DOCUMENTS AND TENDER OPENING:

4.1 COVER I: DOCUMENTS TO BE UPLOADED AT THE TIME OF ONLINE SUBMISSION FOR FULFILLING QUALIFYING CRITERIA.

Scanned copies of the following documents shall be uploaded by the bidder in cover no.1 at the time of online submission of the bid:

Sr. No	Eligibility Criteria to Participate	Supporting Documents
1	Valid certificate of Registration under Shops & Commercial Establishments Act.1948 or Company Act 1956, duly renewed or Partnership Act 1932	Scan Copy of certificate
2	Valid G.S.T. certificate of the bidder & GST paid latest challan	Scan Copy
3	Copy of PAN card & IT returns of last three years for A.Y. 2022-23, 2023-24 & 2024-25	Scan Copy
4	Audited Balance sheet for the financial year 2021-22, 2022-23 & 2023-24	Scan Copy
5	Average Annual Turn Over of Minimum of Rs. 50 lac in the last three F.Y. 2021-22, 2022-23 & 2023-24	Scan Copy of CA Certificate
6	Bidder should be Original Equipment Manufacturer (OEM)/Authorized Reseller	Copy of Manufacturer's Authorization Forms (MAF)
7	Bidder should be in Existence in selling and supplying of Firewall/Networking components business for the last 3 years	Copy of relevant Work / PO / LOA / contract
8	Bidder should have successfully delivered and installed the Firewall or Networking Components in last 5 years in any Government / Semi Government Organization / ULBs/ PSUs / Private Company, as mentioned below:	Copy of relevant Work / Purchase Order
9	Bidder should submit the Client list and work done list with telephone & email & Service Centre	Scan Copy on Letter Head
10	An undertaking should be provided by each entity regarding "Currently not been blacklisted or banned by any Govt / Department / Govt Agency / PSU in India for corrupt or fraudulent practices or no delivery or non-performance in last 3 years."	Self-declaration with Sign & stamp on stamp paper of Rs. 500

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11	Bidder on demand will perform POC showcasing all the important features mentioned in the tender document including IPV6 and others at University campus.	Annexure IV
12	Bidder will do all the feature / configuration migration of old firewall while installing the new firewall.	Annexure V
13	Bidder should propose OEM who has presence in Gartner's Magic Quadrant for firewall	Copy of Gartner report to be submitted.
<mark>14</mark>	Bidder should propose Firewall which has Common Criteria EAL4+ certificates	Copy of Common criteria EAL4+, to be attached
<mark>15</mark>	Bidder should propose Firewall which has Common ISO 27001:2022 or above certificate	Copy of Common criteria ISO certificates to be attached
<mark>16</mark>	Bidder should propose Firewall which has Common TEC MTCTE Certification.	Copy of Common criteria TEC certificates to be attached
<mark>17</mark>	Bidder should propose Firewall which is IPV6 ready from day1	OEM declaration for IPv6 ready-ness

Format attached with this document.

- 4.1.11 Scan copy of Annexure-I should be given. (Technical Specification)
- 4.1.12 Scan copy of Annexure-II (Manufacturer/Dealer Authorization form)
- 4.1.13 Scan copy of Annexure-III (Bid form)
- 4.1.14 Scan copy of Annexure IV
- 4.1.15 Scan Copy of Annexure V
- 4.1.15 Scan copy of Annexure-VI. (Forwarding Letter on company letter head)
- 4.1.16 Duly attested by the Affidavit format on Rs.500/- stamp paper Annexure VII

Note: - Hard Copy of Documents uploaded in Technical Bid, should be sent to PAH Solapur University Solapur within 1 week (7 Days) after last date of tender submission else technical bid will not be valid.

4.2 Cover II: FINANCIAL BID

The Bidder shall quote his financial offer duly signed in terms of item rates at the appropriate place of the tender template in Excel Format File **Supply**, **Installation & Commissioning of Next Generation UTM Firewall with 3 Years License Subscription** (Annexure-VIII). It shall be filled in cover No.2 (In the Online Excel Format File). The Bidder should not quote his financial offer anywhere directly or indirectly in Envelope no 1. The bidder shall quote for the work as per details given in the Tender document and also based on the detailed set of conditions issued/additional stipulations made by the

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P.A.H. Solapur University, Solapur and made available to him on www.mahatenders.gov.in. The tender shall be unconditional. Financial bid will be opened only after bidder qualify technically (i.e. criteria's mentioned in 4.1).

4.3 SUBMISSION OF TENDER

The bidder shall refer to section "Guidelines to Bidders on the operations of Electronic Tendering System of www.mahatenders.gov.in for details.

4.4 OPENING OF TENDERS:

On the date, specified in the Tender Schedule following procedure will be adopted for opening of the Tender.

(A) Cover No.1 TECHNICAL BID

First of all cover No.1 of the Bidders will be opened online to verify its contents as per requirements. If the various scanned documents do not meet the qualifying criteria prescribed by the P.A.H. Solapur University, Solapur, a note will be recorded accordingly by the tender opening committee and the said Bidders Cover No.2 will not be considered for further action and the same will be recorded. The decision of the tender opening committee in this regard will be final and binding on the bidders.

(B) Cover No.2 FINANCIAL BID

Cover No.2 shall be opened online after opening of Cover No.1 Only. If the documents submitted in Cover No.1 meet the qualifying criteria prescribed by the P.A.H. Solapur University, Solapur and contents of Cover No.1 are found to be acceptable to the P.A.H. Solapur University, Solapur. The quoted rates of the items in the Financial Bid of the bidder shall then be read out from the template in the presence of bidders present at the time of opening of Cover No.2.

NOTE: - Commissioning Prices quoted by the bidders should include all local taxes, duties, Levies, installing, transportation costs and insurance costs etc till the equipment is accepted.

5. EARNEST MONEY

Earnest Money **Rs.30,000**/- shall be paid through online system. Scanned copy of the receipt of EMD shall be uploaded in Envelope No. 1 online. In case of successful bidder the Earnest money will be refunded after paying the initial security deposit and completing the tender documents by the bidder. The amount of Earnest Money will be forfeited to the University in case the successful bidder does not pay the amount of initial security deposit within specified time limit.

6. PERFORMANCE SECURITY DEPOSIT

Earnest Money Deposit credited along with tender shall be converted as a performance security deposit (3% of purchase order) and successful bidder shall have to credit remaining balance amount of performance security deposit or SD 3% of purchase order shall be deposited either in Cash through NEFT/RTGS or DD of Nationalized bank or in form of B.G of Nationalized Bank payable Solapur should be valid till 60 days after warranty period. On

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successful completion of contract security deposit amount will be refunded to the contractor without interest after expiry 60 days from the expiry of warranty.

7. TIME LIMIT

The work period as specified in the N.I.T.(Notification Inviting Tenders) which shall be Reckoned from the date mentioned in the written work order for commencing the work.

8. TENDER RATE

No alteration in the form of tender and in any schedule/Annexure of tender and no Additions in the scope of special stipulation will be permitted.

9. TENDER UNITS

The bidders should particularly note the unit mentioned in the Schedule "B" on which the rates are based No change in the units shall be allowed.

10. CORRECTIONS

No corrections/alternations shall be made in the tender documents.

11. TENDER ACCEPTANCES:

The Bidders whose bid is lowest, the successful shall submit all the attested copies of the scanned documents uploaded online by him in Cover No.1 to the office of address The Registrar, P.A.H. Solapur University, Solapur after opening of financial bids. If all above documents meet the requirements of University, further process will be carried out. The decision of the tender opening authority in this regard will be final and binding on the contractor.

Acceptance of tender will rest with the University Authorities, P.A.H. Solapur University, Solapur. P.A.H. Solapur University, Solapur reserves the right to reject any or all tenders without assigning any reason therefore at any stage of tender. The Bidders whose tender is accepted will have to deposit security deposit and enter in to an agreement within 15 days of being notified to do so. In case of failure on the part of Bidders to sign the agreement within the stipulated time, the earnest money paid by him shall stand forfeited to the University and the offer of the Bidders shall be considered as withdrawn by him.

12. VALIDITY PERIOD

The offer shall remain open for acceptance for minimum period of 120 days from the date of opening of cover no.2 (Financial Bid) and thereafter until it is withdrawn by the bidder by notice in writing duly addressed to authority opening the tender and sent by Registered Post Acknowledgement due.

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13. All the payments will be made after complying with the following points.

13.1 Bidder will be required to furnish the documentary proof of delivery, successful installation report and acceptance duly signed by P.A.H. Solapur University, Solapur officials while claiming the payment.

Important: Successful Installation report should comprise confirmation from the Technical Committee or IT department of P.A.H. Solapur University regarding the complete migration of existing policies from the old firewall to the new firewall.

- 13.2 Supplier will be entirely responsible for all applicable present and future duties, levies, charges, license fees G.S.T., etc. in connection with delivery of goods at site including incidental services and commissioning.
- 13.3 The Bidder must accept the payment terms proposed by the P.A.H. Solapur University, Solapur. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by the P.A.H. Solapur University, Solapur. Any deviation from the proposed payment terms would not be accepted. The P.A.H. Solapur University, Solapur shall have the right to withhold any payment due the Bidder in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to default on the part of P.A.H. Solapur University, Solapur.
- 13.4 The standard payment terms of the PAH Solapur University, Solapur are given below.
- i) The Bidder must accept the payment terms proposed by the PAH Solapur University, Solapur. ii) The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by the PAH Solapur University, Solapur.
- iii) Any deviation from the proposed payment terms would not be accepted.
- iv) The PAH Solapur University, Solapur shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder.
- v) 100% Payment shall be made after delivery of all items as per PO in good condition & after successful installation and after the satisfactory report of the expert verification committee of the University.
- 13.5Bidder should give bank details on his letter head for online payments.
- 13.6 Applicable Taxes will be deducted at prevailing rate while making payments.

14. Delivery	and	Installation
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- 14.1 All the goods ordered shall be delivered at, PAH Solapur University, Solapur within 3 weeks from date of issuance of Purchase Order and as per terms and condition of tender/purchase order. All the aspects of safe delivery and installation and commissioning shall be the exclusive responsibility of supplier. If the supplier fails to deliver and commissioning of the goods on or before the stipulated date, then penalty @ 1% per week of the total order value shall be levied subject to maximum of 10% of total order value. The goods are to be supplied in good condition within this stipulated period, failing which the supply order is liable to cancelled.
- 14.2 Delivery of the Goods shall be made by the Supplier in accordance with the terms of the Purchase Contract. The vendor should take responsibility of the Goods till it reaches the delivery destination as informed by the PAH Solapur University, Solapur, transport to such place of destination in India, including insurance and storage, as shall be specified in the contract, shall be arranged by the Supplier. Vendor shall organize the Road Permits wherever required.
- 14.3 The Vendor/Bidder should successfully install and commission the goods within four (4) weeks, from the date of receipt of material. It means the faultless functioning of equipment. The clearing of the consignment at Mumbai Airport shall be done by the supplier. The corresponding shipping documents may be taken accordingly. If there is a delay in clearing of the consignment for not giving timely, demurrage (warehouse charges), if applicable, has to be paid by the supplier.
- 14.4 Installation will be treated as incomplete in one/all of the following situations:
 - Non-delivery of supporting documentation
 - Delivery, but no installation of the components and/or software
- 14.5 The PAH Solapur University, Solapur will consider the inability of the Bidder to deliver or install the equipment within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of the Bidder. The liquidation damages represent an estimate of the loss or damage that the PAH Solapur University, Solapur may have suffered due to delay in performance of the Obligations (relating to delivery, installation, operationalization, implementation, Training, acceptance, warranty, maintenance etc. of the deliverables) by the Bidder.

14.6	The PAH Solapur University, S	Solapur	shall,	without	prejudice	to its	other	remedies
				Αι	uthorized :	Signat	ory:	

Name	;

under the Contract, deduct from the Contract Price, as liquidated damages, a sum as specified in Special Terms and Conditions

14.7 Products shall be supplied in a ready to use condition along with all accessories mentioned in specifications etc.

15. Delivery and Documents

The details of shipping and/or other documents to be furnished by the Supplier are specified hereunder.

- 1 Original copy of Supplier's invoices showing contract number, goods description, quantity, unit price and total amount.
- 2 Manufacturer's / Supplier's warranty certificate with Serial no. and license details.

16. Price and Taxes:

- 16.1 Prices quoted by the bidders for these equipment's should be in Indian Currency in rupees inclusive of all types of taxes and delivery at PAH Solapur University, Solapur.
- 16.2 The prices quoted shall be valid for a minimum period of three (3) Months from date of opening of financial tender. And no price hike shall be considered and approved by the university.

17. Technical Information

The technical documentation involving detailed instruction for operation and maintenance, users' manual etc., is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.

18. Acceptance

A. The acceptance / performance test will be performed after completion of installation and commissioning of all the components of the solution at the sites of installation. Complete hardware and Software as specified in the tender must have been supplied, installed and commissioned properly by the Bidder prior to commencement of the test. The acceptance test will be conducted by P.A.H. Solapur University, Solapur, the expert committee nominated by the P.A.H. Solapur University, Solapur as its option as per the acceptance criteria. The acceptance will involve trouble-free operation for two consecutive days at site. The Bidder will be responsible for setting up and running the acceptance test without any extra cost to the P.A.H. Solapur University, Solapur.

B. In the event of hardware and software failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the P.A.H. Solapur University, Solapur reserves the right to get the corresponding

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component replaced by the bidder at no extra cost to the P.A.H. Solapur University, Solapur or to cancel the order and recall all the payments made by the P.A.H. Solapur University, Solapur to the bidder.

C. Successful conduct and conclusion of the acceptance tests for the installed components shall also be the sole responsibility and at the cost of the Bidder.

19. Acceptance certificate

On successful completion of acceptability test, receipt of deliverables etc. for the equipment and after the P.A.H. Solapur University, Solapur is satisfied with the working on the system, the acceptance certificate signed by the bidder and the representative of the P.A.H. Solapur University, Solapur will be issued. The date on which such certificate is signed shall be deemed to be the date of acceptance of the system and the WARRANTY of the Hardware starts from that date.

20. Governing Language

- A. The contract shall be written in English. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in English.
- **B.** The technical documentation involving detailed instruction for operation and maintenance, users manual etc. is to be delivered with every unit of the equipment supplied .The language of the documentation should be English.

21. Inspections and Tests.

- A. The event of hardware and software failing to pass the acceptance test, as per the specifications given, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the P.A.H. Solapur University, Solapur reserves the right to cancel the purchase order.
- B. On successful completion of acceptability test, receipt of deliverables, etc., and after the P.A.H. Solapur University ,Solapur is satisfied with the working on the system, the acceptance certificate will be signed by the, Testing Agency and the representative of the P.A.H. Solapur University ,Solapur. Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Solapur, Maharashtra, India only.

C. Compliance with Laws:

By acceptance of this agreement, the Vendor agrees to comply with the requirements of all the existing laws. The Vendor also agrees to comply with the Fair Labor Standards Act and the Occupational Safety and Health Act, and all other applicable laws, ordinances, regulations and codes in the Vendor's performance hereunder. The Vendor further agrees to indemnify and hold the University and its customers harmless from any loss or damage that may be sustained by the University, by reason of the Vendor's failure to comply with any laws, ordinance, regulations and codes.

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General Terms & Conditions

All terms and conditions of the Government of Maharashtra resolutions of 01/12/2016 will be totally applicable for this tender.

- Scope of Work: The Successful bidder on receipt of work order shall be responsible to supply, install and commission the new "Supply, Installation & Commissioning of Next Generation UTM Firewall with 3 Years License Subscription" as per the specifications approved by the university and as per the accepted rates.
 - 1.1. The Successful Bidder would be responsible to supply, install and commission the new Next Generation Firewall as per specification mentioned in Annexure-I in PAHSUS within the stipulated time as specified by the university.
 - 1.2. The Successful Bidder shall supply the Valid Licenses as specified for Firewall Subscriptions.
 - 1.3. The Successful Bidder has to provide necessary expertise including OEM expert for installation of Next Generation Firewall.
 - 1.4. The Successful Bidder should have back-to-back arrangement with the OEM so that University will be able to log a call with the OEM directly with a contract / warranty period of 3 years.
 - 1.5. The Successful Bidder to ensure that the proposed equipment / components must not be declared "End of Life" within the next 7 years from the date of purchase.
 - 1.6. Declaration from OEM regarding OEM warranty as per Tender terms.
 - 1.7. Clause by clause Compliance letter from OEM on their letter head as per Annexure 1.
 - 1.8. Quoted model should be Make in India Class II or higher i.e. make in India content 20% or higher MII certification on OEM's letterhead to be attached with tender reference.
 - 1.9. The Successful Bidder should submit ink signed bid specific MAF (Manufacturers authorization form) / Dealer Authorization with OEM details such as Name, designation, address, email ID and phone number along with the bid for all items.
 - 1.10. Malicious code certificate duly signed by OEM of quoted hardware.
 - 1.11. Service Central list to be submitted by the bidder.
 - 1.12. The Successful Bidder should have contact center (central or location wise) in order to log the calls on 24 x 7 x 365. They should also provide onsite support on 24 x 7 x 365 basis. The contact center numbers should be provided to the University along with the escalation matrix mentioning the contact person's name, number and designation in the company.
 - 1.13. The Successful Bidder has to submit all certifications as mentioned in the Annexure I, failing to which lead to rejection of the bid.
 - **1.15** Warranty, Annual Maintenance Contract and Annual technical support All hardware and software supplied by the Bidder should come with 3 Years Free Product Warranty, Onsite Service/ Support, applicable.

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- 1.16 The Successful Bidder must ensure no hardware equipment or software, for which 'End-of-Sale' has been declared. None of the hardware or software should have an 'End-of-Support' mandated by the respective OEM within 3 years from date of initial successful commissioning of hardware.
- 1.17 The Successful Bidder should be responsible for the Supply, Installation & Commissioning of Next Generation UTM Firewall with 3 Years License Subscription at Punyashlok Ahilyadevi Holkar Solapur University, Solapur mentioned in Annexure-I and the relevant software and other relevant technology components including all items.
- 1.18 All the hardware and software along with necessary instruments as may be required for Supply, Installation, Testing & Commissioning of Next Generation Firewall, at Punyashlok Ahilyadevi Holkar Solapur University, Solapur so supplied by The Successful Bidder should come with 3 Years Free Product Warranty, Onsite Service/ Support.
- 1.19 While executing the Supply, Installation & Commissioning of Next Generation UTM Firewall with 3 Years License Subscription at Punyashlok Ahilyadevi Holkar Solapur University, Solapur) bidder shall comply with the necessary direction and instructions issued by the university. While executing the work if any damage is caused to the University property or university staff, students etc. The Successful Bidder shall be held responsible and it shall be his duty to repair /replace the damaged part of the property or the pay the damages as the case may be.
- 1.20 It shall be the duty of the Bidder / Contractor to take care of the machinery and workman engaged for the Supply, Installation & Commissioning of Next Generation UTM Firewall with 3 Years License Subscription, at Punyashlok Ahilyadevi Holkar Solapur University, Solapur. For this work the university shall not be held responsible for any loss or damage of the machinery or accident of workman during the period of work.
- 1.21 While executing the work of Supply, Installation & Commissioning of Next Generation UTM Firewall with 3 Years License Subscription, at Punyashlok Ahilyadevi Holkar Solapur University, Solapur the successful bidder shall take all possible precautions not to cause damage to the property of University either by his workmen and or by use of machinery. If the damage is caused to the University property the successful bidder shall be held responsible and it shall be his duty to repair / replace the damaged part of the property or the pay the damages.

2. TERMINATION OF CONTRACT

- 2.1 If the successful bidder fails to complete the work within stipulated time without any serious cause the university has every right to terminate the contract.
- 2.2 If the The Successful Bidder's workmen misbehaves with the University staff, students, the university shall issue a notice to the successful bidder then the Contractor / bidder shall not engage the services of such worker within the university.
- 2.3 On completion of work or termination of work the Contractor / bidder shall withdraw the persons and machinery deployed by him in connection with the work mentioned in the tender document from the premises of the University immediately. In case of failure of the Contractor to do so, the University shall have the right to take appropriate action to remove such persons and or machinery from the University premises by resorting to coercive measures and adopt such course as may be deemed necessary and appropriate for that purpose.

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2.4 All the disputes arising between the Contractor and University shall be subject to Solapur Jurisdiction only.

3 RISK AND COST

If the successful contractor / bidder without any reasonable cause fails to complete the work within stipulated time and if the said work completed by the university by engaging other contractor / agency, then under such circumstances the cost and expenses so incurred shall be recovered from the successful contractor / bidder.

4 FORCE MAJEURE

Any event or circumstance beyond the control of the Parties, such as war, strike, riot, flood, earthquake, act of God etc. prevents one or both Parties from fulfilling their obligations under the Contract, decision of the Vice Chancellor of the University shall be a final and binding on the both the Parties.

- The bidder shall read carefully all the conditions of the Tender and instructions given in the Tender before quoting his offer in the Financial Bid. He shall read description of work, Scope of work and other necessary statutory compliances and other requirements etc. carefully and then quote accordingly.
- The work so assigned shall be strictly completed within the stipulated time. In exceptional cases and circumstances university has every right to take decision for enhancement of the period.
- The bidder shall have all necessary permits / licenses for this work. The successful bidder / contractor shall deploy the trained and qualified workmen for completing the work as mentioned herein above. The University will not be responsible for any accident and or any incident happened due to breach of these rules and regulations by the agency.
- 8. The agency shall keep The University indemnified against all actions, suits, proceedings, losses, costs, damages, charges, claims and demands in any way arising out of or by reason of anything done or omitted to be done by the bidder or its workers. The bidder would also ensure that its activities do not in any manner disturb officials, teachers, students, residents within the area of university and shall not damage any assets property of the University.
- All labor / workmen deployed by the agency at The University shall abide by the rules and regulations laid down by The University from time to time. The bidder shall be solely responsible for the conduct and performance of the workmen deployed by him for this purpose.
- The Contractor/agency shall ensure that it fully complies with and observes all statutory provisions, rules and regulations laid down by the Government or local body and amendments thereto from time to time in respect to aforementioned work and also rules and regulations and legal norms specified for workmen. The contractor is bound to follow the rules and regulations pertaining the engagement of labour and their wages etc.
- 11 Selection of lowest bidder If university found more than one lowest bidders (those who

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quoted the same rate), Selection of the bidder would be made after taking into consideration all the relevant factors like lowest rates, past experience/performance as mentioned above, responsible business practices, highest turnover, competency to execute such contracts, credentials of fulfilment of past work of contractor / bidder and after taking into consideration the above terms altogether. The University reserves right to select the bidder for contract from the lowest bidders.

- 12 The University may accept tender in full or part or may award part of the works to different bidders.
- 13 The University reserves the right to get clarification and additional documents form the bidder if necessary.
- 14 The tenderers / bidders shall certify that their firm / company / proprietorship has not been black listed by Government / Semi-Government bodies / authorities.
- 15 The Tenders shall along with the experience certificate should also produce and annex the certificate of satisfactorily completion of his / their services from the earlier institution/s.
- 16 Secured internet/Maximum Security against cyber threats (DDOs Protection and manged firewall).
- 17 One Dedicated person on site for support.
- 18 24X7 customer support.
- 19 The transportation and other charges shall be borne by the successful bidder / supplier. Bidder shall arrange for transport of the "Supply, Installation & Commissioning of Next Generation UTM Firewall with 3 Years License Subscription" up to the delivery location, install the "Supply, Installation & Commissioning of Next Generation UTM Firewall with 3 Years License Subscription" in university premises with required peripherals and test the same.
- 20 The labour required for entire delivery; installation & commissioning cycle will be the responsibility of the successful bidder / supplier.
- 21 Bidder shall provide on-site support for all related works with regard to the "Supply And Installation of Next Generation Firewall". Delay in the delivery of the "Supply, Installation & Commissioning of Next Generation UTM Firewall with 3 Years License Subscription" due to non-availability of transport arrangements for the transporting the material it shall be the responsibility of the bidder / supplier to see that the material reach the destination within the stipulated period.
- 22 The price should be inclusive of all prevailing and applicable levies / taxes.
- 23 Terms of Delivery: All items should be delivered within 4 weeks from the date of purchase order at Punyashlok Ahilyadevi Holkar Solapur University, Solapur. Bidder will have to verify all the items within Two week from the date of delivery in the presence of responsible officials of university at respective Departments.
- 24 The supplied items shall have the 3 years warranty. If during the warranty period "Supply And Installation of Next Generation Firewall" failed / not working the same be replaced within 3 working days from the date of complaint by the bidder on his own and no extra charges for this shall be paid by the university.
- 25 During warranty period the successful bidder should make arrangement to provide the

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- necessary technical support at university on his own. The complaint or error as the case may be shall be resolved with 3 working days from the date of registering complaint.
- 26 The successful bidder should have to execute agreement with university for the terms and conditions as may be specified by the university.
- 27 Punyashlok Ahilyadevi Holkar Solapur University reserves every right to cancel the tender in whole or in part
- 28 The University shall not accept and entertain any claim in the event of the contractor / bidder's workmen sustaining any injury, damage or loss either to person or property or machinery etc. either inside or outside of the University premises. It shall be the sole responsibility of the contractor/bidder only.
- 29 The Contractor/agency shall ensure that it fully complies with and observes provisions, all statutory rules and regulations laid down by the Government or local body and amendments thereto from time to time. Compliance or violation thereof shall be the contractor /bidder's sole responsibility and the University shall not be liable for the same.
- 30 In case, if any dispute regarding interpretation of any clause or term of this contract and any related document, the decision of the Vice Chancellor of The University will be final and binding on both the parties to this tender.
- 31 The university reserves the right to reject any or all tenders or to cancel the tender process without assigning any reasons thereof, and no complaints shall be entertained in this regard.
- 32 The university reserves right to take appropriate action in accordance with law if the information submitted by bidder is found to be incorrect or for furnishing false information.
- 33 The tenderers shall specifically mention on their letter head that no disputes / litigation in whatsoever nature is pending or settled between their firm /company/ proprietorship and University.

Warrantv

- a) The warranty for the "Supply, Installation & Commissioning of Next Generation UTM Firewall with 3 Years License Subscription." to be supplied shall carry a free comprehensive, onsite warranty for a minimum period of 03 year and shall commence after the delivery, installation & satisfactory operation of the ""Supply, Installation & Commissioning of Next Generation UTM Firewall with 3 Years License Subscription." at the specific P.A.H. Solapur University location. (After date of installation)
- b) Bidder shall be responsible for replacement of any component of the "Supply, Installation & Commissioning of Next Generation UTM Firewall with 3 Years License Subscription." incase found defective before or during installation and also during warranty period.

Uptime:

The Bidder shall attend to and put forth the best of efforts to rectify any of the problems to the Firewall or related peripherals supplied and installed in the University on all the days irrespective of holidays i.e. general or special. It is also to be noted that in the event of the Bidder failing to carry out the repairs/ replacement within the time stipulated as per service window, the company shall at its own cost provide to the University stand

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by "Supply, Installation & Commissioning of Next Generation UTM Firewall with 3 Years License Subscription." of equivalent configuration, and the same shall be used by the University till the repairs/replacement receive to the location of the University and the same becomes operational.

41. Inspection and Testing:

- a. The post-delivery inspection and testing of the Firewall Hardware shall be carried out to check whether the Hardware are in conformity with allthe technical specifications and shall be in line with the inspection/test procedures laid down by the University. The inspection and testing will be conducted by the University, their consultant or other such person nominated by the University at its option.
- b. The acceptance / performance test will be performed aftercompletion of installation and commissioning of all the components of the solution at the sites of installation. Complete hardware and relevant Software must have been supplied, installed and commissioned properly by the Bidder prior to commencement of the tests. The acceptance test will be conducted by the University, their Verification committee nominated bythe University at its option. The acceptance will involve trouble-freeoperation for seven consecutive days at site. The Bidder will be responsible for setting up and running the acceptance test without any extra cost to the University. No malfunction, partial or complete failure of any part of hardware or excessive heating of motors attached to equipment, or any malfunction in the software etc. is expected to occur.
- c. Successful conduct and conclusion of the acceptance tests for the installed components shall also be the sole responsibility and at the cost of the Bidder.
- d. In the event of hardware and software failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the University reserves the right to get the corresponding component replaced by the Bidder at no extra cost to the University or to cancel the order and recall all the payments, made if any, with interest at 15% perannum from the date of the respective payments till the time of actual receipt of refund.

29. Law of the Contract:

Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Solapur, Maharashtra, India.

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Annexure I

Technical Specification of Next Generation UTM Firewall with 3 Years License Subscription

[To be submitted on letter head along with Technical Bid]

То	Name of the firm:
The Registrar	Address:
PAH Solapur University,	Phone No. / Mobile No
Solapur	E-Mail ID

Respected Sir,

Find our clause-by-clause compliance as below:

Particular: Next Generation UTM Firewall with 3 Years License Subscription

S. No.	Item	Qty.	Specifications
1	Next Generation UTM Firewall	01	All the specifications are given below

Technical Specification	Compliance (Yes / No)
Hardware Specification	
Proposed solution should come from firewall appliance family which has more than 15 years of ICSA labs certification	
Minimum internal storage 1000 GB SSD for detailed graphical Logs & Reports on Appliance	
Appliance must have 16 GB RAM or Higher	
The appliance should have Hot-Swappable Redundant Power Supplies from Day 1	
The appliance should have Smart Fans from Day 1	
Proposed solution should have open standard multicore processor-based architecture	
and not proprietary ASIC based architecture	
Proposed solution must be delivered in a form factor not exceeding a 1U rack- mountable appliance	

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Interface Requirement	
8 Ports of 1Gbps Copper	
4 port 10G SFP+ integrated on appliance	
2 nos. Expansion slot for Future Expansion for 1G Copper/1G SFP/10G SFP+	
1 x USB 3.0 port, 1 Dedicated Management Port and 1 Dedicated console port	
(RJ45/MicroUSB/USB)	
Performance Capacity	
Concurrent Sessions - 24000000 or Higher	
New Sessions/second - 300000 or Higher	
Firewall Throughput - 72 Gbps or Higher	
VPN Throughput - 13 Gbps or Higher	
NGFW Throughput - 9 Gbps or Higher	
IPS Throughput - 12 Gbps or Higher	
Firewall IMIX Throughput - 19 Gbps or Higher	
Features	
Layer 3 - Layer 4, NAT, VPN, Application Visibility and	
Control (AVC), User Identity, Next Generation Intrusion Prevention System (IPS), Zero Day	
Protection / Advance Malware protection, Web	
Security Essentials / URL Filtering	
Additional Point	
Self-Declaration for Local Supplier-Local Content/Make in India Certification from	
OEM/ Manufacture should be submitted/Uploaded as per Format of Annexure-II from	
MeitY Notification file No 1(10)/20217 CL-ES dated 6/12/2019. If the bidder fails to	
submit the same, the bidder shall be liable to be rejected/disqualified.	
Proposed solution should come from firewall appliance family which has more than 15	
years of ICSA labs certification	
The OEM should have patent on "Data Leak Prevention from Networks using Context Sensitive Firewall"	
The OEM shouldn't be blacklisted from any Government Organisation for past 5 years.	
Proposed solution should be Class-1 made in India and should have all the Intellectual	
Property related to the product owned by an Indian company	
Proposed OEM should have 24x7 support and should be based out in India.	
Proposed solution should be provided by the OEM which has experience of more than 20 years in network firewall security	
Proposed solution should be ISO 9001-2015 & ISO 27001:2022 Certified.	
The proposed system should have live packet capture report.	
During Technical evaluations or Prior to Price bid open, Bidder need to do 7-15 Days POC if asked; POC will	
be at our premises and during POC if found product is not complying with	
be at our premises and during roc in tourid product is not complying with	<u> </u>

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mentioned requirement than authorities has the right to reject the bid during technical evaluations.	
The proposed solution should be network appliance based DLP and should not require to install any software on individual machines for DLP.	
The proposed system should monitor/block & alert popular web based emails like Gmail, Office 365, and Yahoo	
The proposed system should provide option to display for popular web based emails like Gmail, Office 365, and Yahoo and view attachment details in the mail, view	
attachments attached with the mail. The proposed solution should be able to create polices for popular web based emails like Gmail, Office 365, and Yahoo like web mails access and policies to limit sending of mails through web mail based on from, to email address	
The proposed system should add Mail rules for Popular webmail sites like Gmail, Office 365, and Yahoo to match mails on Subject, From, To, CC, BCC, Msg Body, Msg Body Size, Attachment Text, Attachment Name, Attachment Size, Total Attachment Size, Attachment Type with a wide range of matching option. (is, isn't, contains, doesn't contain, begins with, ends with)	
The proposed solution should monitor/block & alert popular websites file uploads like google drive, one drive, dropbox etc based on file properties (i.e. file size, file text, file name and file type)	
The proposed solution should have the ability to log, block & alert Face book (Wall, Message, Forum Post, Comments, Note, Events & Chat) or matching for keywords, phrases and/or patterns.	
The proposed solution should allow corporate ids to login to Facebook, Twitter, Gmail etc.	
The proposed solution should provide on appliance, a data security dashboard which gives an overview of the data threats and data health	
The proposed solution should provide on appliance, a data security health indicator which monitors the overall health of the data security policies set on the appliance	
The proposed solution should include an on-appliance reporting system capable of identifying and categorising data security threats across multiple predefined categories	

 $1.* Supplier \ may \ provide \ higher \ configuration \ in \ the \ same \ rate \ instead \ of \ the \ above \ mentioned.$ Configuration.

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Annexure II

Manufacturers/Dealer Authorization Form

[To be submitted along with Technical Bid]

[10 00 340	mitted along with Teenmear Diaj
Ref. No:	Date:
To,	
Subject: For the supply of "Next Go	eneration UTM Firewall with 3 Years License Subscription'
Dear Sir,	
I / We the undersigned	are established and reputable manufacturers / Deale
of having Fac	etory / registered office at and
do hereby as	athorise M/s [Name and address o
vendor] to submit a bid and sign	the contract with you for the goods manufactured / supplied
by us against the above RfP 1	No dated We
hereby extend our full guarantee and	warranty as per the clauses of contract based on the terms and
conditions of the RfP for the goods ar	nd services offered for supply by the above firm against the RfP
	Yours faithfully
	[]
	Name of the manufacturer/ Dealer Authorization Form
Note: This letter of authority should	be on the letterhead of the manufacturer/ Dealer and should be
signed by a person competent a	and having the power of attorney to bind the manufacturer. I
should be included by the bidde	r in its bid.
	Authorized Signatory:
	Name :
	Designation :



[To be submitted on the le	etter head of the	e bidder along with Technical Bid
Ref. No.		Date:
To,		
Sub: RfP NoGeneration Firewall Dear Sir,	•••••	DatedFor supply of Next
installation and commissioning of We undertake, if our bid is	f "Next Genera accepted, to d	and deliver materials and services including ation Firewall "in conformity with the tender. eliver the Goods by the delivery schedule and will
comply with all installation-relate	-	
<u>=</u>	-	ank guarantee in your favour for a sum equivalent nee of the contract in the format prescribed by the
We agree to abide by this upon us and may be accepted at a Until a formal contract is University, Solapur's written accountification of award shall constit. We hereby undertake to prundertaking at the time of delivery from our OEM supplier's at the time. We agree that the PAH So us, at the address stated below for bid is accepted. Address of Bidder for Sing	ny time before s prepared and ceptance there ute a binding Coduce the certify/installation. I me of delivery lapur University the entire good gle Point of Coduce the Coduce the certify and the coduce the certification of the certific	l executed, this bid, together with PAH Solapur cof and the PAH Solapur University, Solapur's Contract between us. If if it is a supplier in support of above it will be our responsibility to produce such letters
Dated	day of	20
of	0	(Signature in the Capacity of) Duly Authorized to sign bid for and on behalf
		Authorized Signatory:
		Name :
		Designation :



Declaration from Bidder

Ref. No: To,	Date:	
Sub: Declaration regarding POC Respected Sir,		
	demand we will perform POC showcasing all document including IPV6 and others at the	the
Thanks		
	Seal and Signature of Vendor	
	Authorized Signatory:	
	Name :	
	Designation :	



Annexure V Declaration from Bidder

Ref. No: To,	Date:
Sub: Declaration regarding Policy Migration Respected Sir,	
We, (bidder name); hereby confirm that policy migration firewall is in our (Bidder's) scope as a part of the install additional cost to the buyer.	
Thanks	
	Seal and Signature of Vendor
•	·
	Authorized Signatory:
	Name :
	Designation :



Annexure - VI

Forwarding Letter
(To be submitted on company's letter head with Technical Bid)



Annexure VII
(Executive Magistrate/Notary Public on Rs.500/-stamp paper)
AFFIDAVIT

Ι,	(Name Service Provider/
Authorized person), Aged about years	s, residing at
this affidavit that, I am the proprietor / Partner	
an aintenna d'aut	(Name of Company / firm)
for the work of	ubmitted in envelope No.1 of the tender document are true, correct and
other document pertaining to the tender submitt	ation. In case the contents of envelope No.1 and ted by me are found to be incorrect or false, I shall ion of The Bharatiya Nyaya Sanhita and other
Signature of Authorized person /Applicant/Serv Name :	ice Provider
Address:	
City:	
Date:	
E-mail: Mobile:	
	Authorized Signatory:
	Name :
	Designation :



Annexure VIII /B FINANICAL BID (In COVER - II)

Sr. No	Particulars Product with technical Specifications	Rate per Unit in Rs.	Total requir ed Qty	GST Rs. (%)	Total amou nt with GST in Rs.
1	2	3	4	5	6
A)	Next Generation UTM Firewall As per specifications in Annexure - 1 Warranty 3 year (Supply, Installation & Commissioning of Next Generation UTM Firewall with 3 Years License Subscription)		01		
	Grand Total				

Note: Bidder are requested to note the following

- ➤ All the details must be provided as per format.
- L₁ will be arrived based on the above total cost (Column No.6) of each item.
- ➤ All items are with 3 years warranty from date of installation.
- All the terms and conditions as mentioned in the Government Resolution of Govt of Maharashtra regarding purchase process are applicable to the tender document.
- ➤ GST & other taxes may be indicated separately. & above price includes complete installation transport etc.
- > The University reserves the right to vary the quantity of the items on the basis of actual requirement.

Authorized Signatory	:
Name	:
Designation :	