

Tender Notice

Tender Notice No.ND/AMC-2023/COMP/612

Directorate of Economics and Statistics,

8th Floor, Administrative Building,

Government Colony, Bandra (East),

Mumbai - 400 051.

Date: 26/07/2023

TENDER NOTICE


Director, Directorate of Economics and Statistics (DES), Government of Maharashtra invites Sealed Tender offers (Technical offer and Financial offer) from eligible, reputed & well experienced companies who are in the business of maintenance sector of active components of network devices to enter into Comprehensive Maintenance of active components of network devices for the period starting from 21st August 2023 to 20th August 2024 in the office located at below mentioned address

Directorate of Economics & Statistics,
Administrative Bldg., 8th Floor, Bandra (E), Mumbai – 400 051

The tender document with Instructions to tenderer, specifications of active components of network devices and terms & conditions are attached herewith in the Annexure. Last date of submission of this tender is 04/08/2023 up to 15.00 Hrs. Tenderers are advised to study this tender document carefully before submitting their proposals in response to the Tender Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document (and clarification/ corrigendum issued subsequently, if any) with full understanding of its terms, conditions and implications. **This Tender document is not transferable.**

The Director of Economics and Statistics reserves the right to accept or reject any tender offer without assigning any reason therefore.

Dated: 26/07/2023



(V. K. Aher)

Director,
Directorate of Economics & Statistics,
Government of Maharashtra, Mumbai

Important Information

| # | Information | Details |
|----|---|---|
| 1. | Project Name | Comprehensive maintenance of active components of network devices for the period from 21 st August 2023 to 20 th August 2024 in DES office at Administrative Bldg., 8th Floor, Bandra (E), Mumbai – 400 051 |
| 2. | Performance Bank Guarantee | 5% of the contract value |
| 3. | Tender document reference number | Tender Notice No. ND/AMC-2023/COMP/ 612 Date 26/07/2023 |
| 4. | Performance Security Validity Period | 4 months after expiration of all the Contractual Obligations |
| 5. | Availability of Tender Document | 26/07/2023 from 17.00 Hrs |
| 6. | Last date (deadline) for submission of tender | Up to 04/08/2023 till 15.00 Hrs |
| 7. | Contact person for queries | Mrs. R. D. Adivarekar, Joint Director (COMP) Ph.: 022 22797021/22797022 Mobile No.s : 9757059893 |
| 8. | Email ID, Phone No: | Email Id: jtdircomp.des@maharashtra.gov.in Ph.: 022 22797021/22797022 |
| 9. | Submission Type | In two sealed envelop |

Instruction to Tenderers

1. Definitions

In this tender document and associated documentation, the following terms shall be interpreted as indicated:

- a) "The Indenter" means the Director, Directorate of Economics and Statistics, Government of Maharashtra (DES) or any officer authorized by the Director, Directorate of Economics and Statistics to order for services from the Tenderer.
- b) "The Tenderer" means the eligible reputed & experienced firm who undertakes the job of maintenance for active components of network devices.
- c) "The Service Provider" means the successful Tenderer with whom the DES shall enter into a Contract.
- d) "The Contract" means the agreement entered into between the DES and the Service Provider, as recorded in the Contract form signed by the parties, including all the attachments and appendices thereto, and all documents incorporated by reference therein;
- e) "The Contract Price" means the price payable to the Service Provider under the contract for the full and satisfactory performance of the contractual obligations;

2. Scope of Work and Locations for providing Services

- A) The Tenderer will have to provide maintenance services for active components of network devices at the Administrative Bldg., 8th Floor, Government Colony, Bandra (E), Mumbai – 400 051.
- B) The details of active components of network devices to be maintained in DES office at Administrative Bldg., 8th Floor, Government Colony, Bandra (E), Mumbai – 400 051 is given in the Annexure- I.

3. Prices how to be quoted

The Tenderer should quote the comprehensive prices inclusive of spares, which will be required for repairs, maintenance of all items during the contract period for the systems mentioned in Annexure- I.

The rates quoted should be valid for acceptance upto 20th Aug 2024. The indenter reserves right to extend this validity offer date with the consent of tenderers whose tender have been received.

4. Period of Contract

The Maintenance Contract will be valid for a period of 12 months starting from 21st Aug 2023 to 20th Aug 2024. The contractor should submit the acceptance letter on letterhead of company/organisation duly signed by authorised signatory within 3 days after receipt of Letter of Intent by email. The service contract will be entered into in the draft format enclosed as **Draft contract form**.

5. Cost of Tender

The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the DES will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

6. Non-transferable Tender

The tender document is not transferable. Only the party who has purchased the tender form shall be entitled to quote.

7. Pre-Qualification Criteria (PQCR)

The DES is looking for Service Provider with proven record of providing quality services in maintenance for active components of network devices. This will include the following:

| # | Pre-Qualification Criteria | Documents required substantiating pre-qualifying criteria |
|---|---|---|
| 1 | The tenderer must be a company registered under the companies Act, 1956 or a Partnership firm registered under Indian Partnership Act 1932 or Limited Liability Partnership Act 2008 with registered office in India and in operation for at least 10 years as on 31.03.2023. | Copy of Certificate of Incorporation / Registration Certificate |
| 2 | Average annual turnover of the tenderer from the maintenance services of network devices for last three financial years (i.e. 2019-20, 2020-21 and 2021-22) should be at least ₹ 12 lakh. | Certificate from the Auditor/ Chartered Accountant clearly stating annual turnover from maintenance services of network devices in each of the last 3 financial years (i.e. 2019-20, 2020-21 and 2021-22).. |
| 3 | The tenderer should be ISO 9001, ISO 20000-1, and ISO 27001 Certified. | Certified copies of currently valid certificates to be submitted as proof |
| 4 | The tenderer should have at least 5 full-time engineers on its permanent payroll having qualifications such as CCIE R&S, CCIE, CCNP, CCNA. | Declaration from HR attached as Annexure - VI |
| 5 | Tenderer should be CISCO authorised partner in India to support CISCO Infrastructure setup at DES locations. | Certified copies of currently valid Manufacturer authorisation certificates to participate in tender issued by CISCO to be submitted as proof in the form of Annexure – X. |
| 6 | The tenderer should have successfully managed/ maintained at least one site of Government or Government undertakings or private corporate organisations. | Performance Statement (Annexure - V) (List of sites under management in 2021-22 & 2022-23) along with a copy of the work order/ contract & a letter of satisfactory performance. |

| # | Pre-Qualification Criteria | Documents required substantiating pre-qualifying criteria |
|---|--|--|
| 7 | The tenderer should not have been blacklisted by Central / State Government in India at the time of submission of the Bid | Self-declaration letter by tenderer as per format given in the Tender Document (Annexure - VII) |
| 8 | The tenderer must have valid GST registration in India. The tenderer should possess GST certificate from the competent authority showing the GST paid up to March, 2023. | Proof of valid GST Registration in India & Copy of PAN Card Copy of GST paid / GST certificate from the competent authority showing the GST paid up to March, 2023. |
| 9 | Tenderer must have office located in Mumbai metro region. | Copy of document supporting office located in Mumbai metro region must be submitted (Proof of Office Address) |

8. Completeness of the Tender Offer

The Tenderer is expected to examine all instructions, forms, terms, conditions and deliverables in the Tender Documents. Failure to furnish all information required by the Tender documents or submission of a tender offer not substantially responsive in every respect to the Tender documents will be at the Tenderer's risk and may result in rejection of its tender offer. The tender offer is liable to be rejected outright without any intimation to the Tenderer if complete information as called for in the Tender document is not given therein, or if particulars asked for in the Forms/ Proforma in the tender are not fully furnished.

9. Power of Attorney

Each Tenderer shall submit a scanned and digitally signed copy of power of attorney duly notarized; indicating that the person(s) signing the bid has the authority to sign the Bid and thus that bid is binding upon the Tenderer during the full period of its validity.

10. Two Bid System tender

The offers are to be submitted in two separate parts containing Technical and Financial offers. At the time of submission must be attached the following information.

- Type of offer (Technical or Financial)
- Name of Tenderer

11. Envelope – I (Technical Offer)

The technical offer (T.O.) should be complete in all respects and contain all information asked for, except prices. It should not contain any price information. The T.O. should indicate whether services asked for are quoted, and that all requirements therefore are quoted. The Technical Offer must be submitted in an organized and neat manner. No documents, brochures, etc. should be submitted in loose form. All the pages should be serially numbered. The list of document for submission is given a

12. Envelope -II (Financial Offer)

The Financial Offer must be given in a separate sealed envelope. The price bid should not contradict the Technical Offer in any manner. Tenderer should submit their prices only in the bid form (Annexure VIII)

13. Submissions of Tender Offers

Sealed Tender offers shall be received by the Directorate of Economics and Statistics at the Address Directorate of Economics and Statistics, New Administrative Building, 4th floor, Opp. Mantralaya, Mumbai-400032 not later than the time & date specified. In the event of the specified date for the submission of tender being declared holiday, the offers will be received up to the appointed time on the next working day. The DES may, at its discretion, extend this deadline for submission of offers by amending the Tender Documents, in which case all rights and obligations of the purchaser and tendered previously subject to the deadline will thereafter be subject to the deadline as extended. Telex, cable or facsimile offers will be rejected.

14. Evaluation of Commercial Bids and Award Criteria

The technically qualified tenderers will further be selected on L1 basis.

The Commercial evaluation will be done based on summation of cost.

In case more than one tenderer submits same cost which is found to be L1, such tenderers shall be evaluated based on large experience along with turnover by the evaluation. The decision will be binding on tenderer who shall be awarded the contract.

The service contract shall be awarded on the basis of L1 (lowest quote) of the **total cost of** maintenance for the period 12 months (21st Aug 2023 to 20th Aug 2024)“(given in Annexure - VIII) ”.

15. Signing of Contract

At the same time as the DES notifies the successful Tenderer that its tender offer has been accepted the Indenter will send the Tenderer the Contract Form (Annexure - I) provided in the Tender Documents, incorporating all agreements between the parties.

Within seven days of receipt of the Contract Form, the successful Tenderer shall sign the contract and return it to the DES.

Terms and Conditions

1. Performance Bank Guarantee

Performance Bank Guarantee (3% of contract value) should be deposited in the form of irrevocable bank guarantee of any Nationalised or Scheduled bank payable at Mumbai and drawn in the name of Accounts Officer, Directorate of Economics and Statistics, Government of Maharashtra having validity of 12 months from the date of commencement. It should be submitted within 15 days from date of award of contract service.

2. Payment terms

The total Maintenance Contract Payment will be divided into 4 equal parts of year and the DES will make the payments on the quarterly basis, after deducting the penalty, if any, after successful completion of each quarter. The payment shall be made within 45 days from the date of receipt of invoice.

3. Penalty Clause

- 3.1 The penalty clauses shall become applicable from the date of award of the contract.
- 3.2 The tenderer should attend the breakdown calls within 24 hours and make the system in operation within 48 hours from the receipt of the call. If the tenderer fails, the penalty will be charged for the delay after 24 hours from the calls and shall be liable to penalty of ₹ 500/- per day. The total amount of penalty, so worked out at each payment period as mentioned above, will be deducted from the payment.
- 3.3 If the service provider fails to sort out the fault within first seven days from the communication, double of the above penalty will be charged for next seven days. After this customer will be at liberty to repair the machinery from Local / outside agency. The charges for such repairing including downtime penalty will be recovered from the amount due under Maintenance Contract.
- 3.4 The public holidays will not be considered for calculating delay.

4. Maximum Acceptable Downtime

Maximum acceptable down time in working will be **24 hours** for all items under Maintenance Contract.

5. System Treated As Continuously Down

In case of intermittent failures and repetitive problems due to improper diagnosis or repairs of active components, the system will be treated as continuously down.

6. Resolving Complaint Calls

Service Provider/ Contractor attending a call & resolving complaint already lodged, if any other complaint arises during the course, the Service Provider/ Contractor must see and resolve immediately.

7. Providing Alternate Equipment

If any equipment of above mentioned system is not repairable on site within above mentioned specified time limits, the Service Provider will have to provide an alternate equipment of matching specifications, which will be replaced immediately or latest within the period of maximum one week with the original branded equipment. Failing to these replacements, penalty clauses as indicated above will apply. The time limit for this clause shall start as soon as the fault is reported to the Service Provider on phone /personal contact / e-mail as evidenced by entry in the Register maintained in the Directorate.

8. Providing Contact Details

Upon signing the Service Maintenance Contract document, the Service Provider shall submit name, address, telephone numbers, e-mail ids, fax numbers, mobile numbers of the Service Provider along with the name, address, telephone numbers, e-mail ids, fax numbers, mobile numbers of the person who will provide service to the DES.

9. Termination of Service Maintenance Contract

Either side may terminate the contract by 60 days written notice.

10. Sub Contract Not Allowed

The Service Provider shall not be allowed to sub contract whole or part of this contract to any third party.

11. Force Majeure

The Contractor shall not be responsible for any liability, including but not limited to forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that Contractor's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure or any action attributable to the DES. For purposes of this clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of war or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Contractor shall promptly notify the DES in writing of such conditions and the cause thereof. Unless otherwise directed by the DES in writing, the Contractor shall continue to perform its obligations under the Contract (and shall be paid for such performance) as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

12. Confidentiality

Any information pertaining to GoM or any other matter concerning GoM that comes to knowledge of the Service Provider in connection with this contract will be deemed to be confidential and the contractor will be fully responsible for the same being kept confidential and held in trust, as also for consequences of its concerned personal failing to do so.

13. Other conditions

- i) The Service Provider will have the option to provide his own standby equipment's to maintain the uptime.
- ii) Repairs to all equipment's can be carried out in DES premises, or at the repair centre of the Service Provider at Service Providers cost.
- iii) During the period of Service Maintenance Contract of the said system, if the DES decides to exclude certain system's out of the purview of Service Maintenance Contract, then in such case, from that day onwards, the Maintenance Contract charges leviable to such excluded systems shall be decided by mutual understandings of the both the parties and it will be deducted from the total amount of Maintenance Contract charges.

14. Arbitration

All disputes, differences, claims and demands arising under the contract shall be referred to arbitration of a sole arbitrator to be appointed by the mutual consent. All arbitrations will be held in Mumbai.

15. Legal Jurisdiction

All legal disputes are subject to the jurisdiction of Mumbai courts only.

16. Onsite Comprehensive Service Maintenance Contract Period

The service maintenance contract is onsite comprehensive and inclusive of preventive, corrective maintenance of all active components of network devices. The comprehensive maintenance contract shall include supply and replacement of all defective parts of active components of network devices at free of cost.

17. Service Maintenance Contract Period

The period of contract will be for Twelve months i.e. 21st Aug 2023 to 20th Aug 2024 and covers normal use of equipment under user recommended environmental conditions. The rates quoted shall remain in force for the full period of contract. No demand for revision of rate on any equipment will be entertained during the contract period.

18. GST Applicable

At the time of entering into this agreement prevalent GST applicable is covered under GST will be included in contract. In future if any Government taxation is implemented, the same will be applicable as per Government norms.

19. Termination of Contract

The Director, Directorate of Economics & Statistics, Maharashtra State reserves the right of termination of contract at any time without any prior notice, if (s)he finds, that Service Provider is unable to provide services or not providing satisfactory services. The payment will be made only for the period of services rendered.

20. Taking over and handing over of service maintenance

The Service Provider can do inspection of the machinery or equipment to be given under the proposed Service Maintenance Contract before signing the Maintenance Contract document and bring the defects, if any, to the notice of the DES, so the necessary remedies would be initiated. However, no complaints regarding defects will be entertained by the DES subsequently and Service Provider will have to rectify any defects noticed after the Service Provider takes over Service Maintenance Contract, on his responsibility. Similarly, Service Provider is also expected to hand-over entire machinery in good working conditions on date of completion of contract.

Annexures -

Annexure – I : LIST OF ACTIVE COMPONENTS INCLUDING MAKE, MODEL # & SERIAL # At Directorate of Economics & Statistics, Administrative Building, 8th Floor, Bandra (East), Mumbai-400051.

CHART SHOWING THE ACTIVE COMPONENTS FOR WHICH MAINTENANCE CONTRACT IS TO BE ENTERED FOR THE PERIOD FROM 21st Aug 2023 TO 20th Aug 2024.

| Sr. No. | Active Components | Name of company | Model number | Serial number |
|----------------|--------------------------|------------------------|---------------------|----------------------|
| 1 | NETWORK MODULAR SWITCH | CISCO | WS-C2960X-24TS-L | FOC1909S2W0 |
| 2 | 48 PORT SWITCH | CISCO | WS-C2960X-24TS-L | FOC1909S2XH |
| 3 | 48 PORT SWITCH | CISCO | WS-C2960X-48TS-L | FOC1908S33C |
| 4 | 48 PORT SWITCH | CISCO | WS-C2960X-48TS-L | FOC1908S33F |
| 5 | 48 PORT SWITCH | CISCO | WS-C2960X-48TS-L | FOC1908S33E |
| 6 | 48 PORT SWITCH | CISCO | WS-C2960X-48TS-L | FOC1908S344 |
| 7 | 24 PORT NORMAL SWITCH | D-LINK | | S00R1E2000775 |

**Annexure - II: TENDER OFFER FORM (TOF) /Pre-Qualification cum
Technical Proposal**

Date: ____/____/2023

Tender Reference No.: ND/AMC-2023/COMP/

To,

Director
Directorate of Economics & Statistics,
Mumbai.

Dear Sir/Madam,

Having examined the tender documents including all Annexure's the receipt of which is hereby duly acknowledged, we the undersigned, offer to Contract for maintenance and repairs for active components of network devices.

We attach hereto our responses to Pre-Qualification cum Technical requirements & commercial proposals as required by the Bid Document. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to Directorate of Economics and Statistics, is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the DES in its short-listing process

We agree for unconditional acceptance of all the terms and conditions set out in the Bid Document (& subsequent clarification / corrigendum, if any) and also agree to abide by this tender response for a period of 180 days from the date fixed for bid opening.

We undertake, if our tender offer is accepted, to commence Contract within 10 days from the date of receipt of your Notification of Award.

We hereby declare that in case the contract is awarded to us, we shall submit the contract, performance guarantee bond in the form prescribed the Bid Document

We agree to abide by this tender offer till 20 Aug 2024 and shall remain binding upon us and may be acceptance at any time before the expiry of the period.

Until a formal contract is prepared and executed, this tender offers, together with thereof and your notification of award shall constitute a binding contract between us.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this day of2023

Signature

(In the Capacity of :)

Duly authorized to sign the tender offer for and on behalf of

Annexure – III: Check-list for the documents to be included in the Pre-Qualification cum Technical Proposal

| # | Documents to be submitted | Submitted (Y / N) | Documentary Proof (Page No.) |
|----|--|-------------------|------------------------------|
| 1 | Bid Covering Letter (TENDER OFFER FORM (TOF) /Pre-Qualification cum Technical Proposal) | | |
| 2 | Power of attorney / board resolution to the authorized Signatory of the Bid | | |
| 3 | Copy of certificates of registration as MSME with concerned competent authority for Bidder under MSME category seeking exemption for Tender Fee. | | |
| 4 | Particulars of the Tenderers (Annexure- IV) | | |
| 5 | Proof of Office address in Mumbai metro region. | | |
| 6 | Copy of Certificate of Incorporation /Registration Certificate | | |
| 7 | Copy of the audited balance sheet and Profit & Loss statement of the company in each of the following 2 financial years (2020-21 and 2021-22) | | |
| 8 | Certificate from the Auditor/ Chartered Accountant clearly stating income from maintenance services of network devices in each of the last 3 financial years (209-20, 2020-21 and 2021-22) | | |
| 9 | Certified copies of currently valid certificates of ISO 9001, ISO 20000-1, and ISO 27001 | | |
| 10 | Performance Statement (Annexure - V) (List of sites under management in 2021-22 and 2022-23) with a copy of the work order/ contract & a letter of satisfactory performance. | | |
| 11 | Certified copies of currently valid Manufacturer authorisation certificates to participate in tender issued by CISCO (Annexure – X). | | |
| 12 | Declaration from HR attached as Annexure - VI | | |
| 13 | Self-declaration letter for not being blacklisted by Central/State Govt (Annexure -VII) | | |
| 14 | Proof of valid GST Registration and copy of PAN card | | |
| 15 | Copy of GST paid / GST certificate from the competent authority showing the GST paid up to March, 2023. | | |

Annexure – IV: PARTICULARS OF TENDERER

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

| Sr. No. | Item | Details |
|---------|---|--|
| 1. | Name of the Company | |
| 2. | Mailing Address | |
| 3. | Office Address in Mumbai metro region (please attach proof) | |
| 4. | Telephones and Fax numbers | |
| 5 | Name of the Owner / Managing Director | |
| 6 | Corporate Headquarters Address | |
| 7 | Phone No. and Fax No. | |
| 8 | Web Site Address | |
| 9 | Details of Company's Registration (Please enclose copy of the company registration document) | |
| | Name of Registration Authority | |
| | Registration Number and Year of Registration | |
| 10 | GST Registration No. | |
| 11 | Permanent Account Number (PAN) of the agency | |
| 12 | Turnover of the company (₹ lakhs) 2019-2020 2020-2021 2021-2022 | 1) ₹ 2) ₹ 3) ₹ |
| 13 | Details of technical staff available with tenderer at Mumbai. Service Engineers capable of providing services for network devices having qualifications such as CCIE R &S, CCIE, CCNP, CCNA. | |
| 14 | Copy of GST Paid / GST Clearance Certificate (up-to March 2023) attach | |

| | | | | |
|----|--|--|--------|--------------|
| 15 | Do you provide comprehensive post warranty Maintenance Contract at Mumbai and other locations where you have rendered similar services in the past three years 2019-20, 2020-21 and 2021-22 If yes, then furnish details of such organizations(Annexure - V) | | | |
| 16 | Actual Contract value with any Govt. department or Govt. undertaking or private corporate organization undertaken during last two years or Contracts in hand. | No. & Value of Contracts for active components of network devices (in ₹) | | |
| | | Year | Number | Value (in ₹) |
| | | 2019-2020 | | |
| | | 2020-2021 | | |
| | | 2021-2022 | | |
| 17 | Are above past customer organizations satisfied with the performance and quality of service rendered? (Provide relevant certificates). | | | |

Date: _____

Place: _____

Name & Signature of the tenderer

Designation

Annexure – V: Performance Statement of Maintenance Contracts (P)

(For a period of last three years viz. 2019-20, 2020-21 and 2021-2022)

Bid No. No: ND/AMC-2023/COMP/2, dated 26/07/2023

Date of opening _____ Time _____ hrs

Name of the Firm _____

| Order Number and Date | Order Placed by (full address of Organisations) | Description of services rendered. | Value of order (₹ in lakh) | Date of completion of Contract | |
|-----------------------|---|-----------------------------------|----------------------------|--------------------------------|--------|
| | | | | As per contract | Actual |
| | | | | | |

Copies of the work orders/ contracts& a letter of satisfactory performance are enclosed

Date: _____

Place: _____

Signature of the Tenderer

Annexure – VI: Declaration by Tenderers HR

(To be provided on the letter head of Tenderer)

No.....

Date.....

To

The Director
Directorate of Economics & Statistics
Mumbai

Sub: Details of the staff as part of Pre-Qualification cum Technical Proposal for the Bidding Document

Ref: Tender for Maintenance of active components of network devices
(Bidding Document No: ND/AMC-2023/COMP/ , Dated: /07/2023)

Sir/Madam,

We hereby declare that there are at least 5 full-time engineers on our permanent payroll having qualifications such as CISCO certified internetwork expert router and switch (CCIE R &S), CISCO certified internetwork expert (CCIE), CISCO certified network professional (CCNP), and CISCO certified network Associate (CCNA).

Yours faithfully,

Signature:

Name of signatory:

Designation:

Rubber Stamp:

Annexure – VII: Declaration by the tenderer for not being Blacklisted / Debarred

(To be submitted on the Letterhead of the responding firm)

Date: dd/mm/yyyy

To

The Director,
Directorate of Economics & Statistics, Government of Maharashtra,
New Administrative Bldg., 4th floor, Opposite Mantralaya, Mumbai 400 032

Sub: Declaration for not being debarred / black-listed by Central / any State Government department in India as on the date of submission of the bid

Dear Sir,

I/We, the undersigned, herewith declare that my/our company (<-- name of the firm -->) has not been debarred / black-listed by Central / any State Government department in India as on the date of submission of the bid.

Thanking you,

Yours faithfully, m ..

Signature of Authorized Signatory (with official seal)

Date :

Name :

Designation :

Address :

Telephone & Fax :

E-mail address :

Annexure – VIII: Bid Form: PRICE SCHEDULE (PS)

(This commercial offer in the form of BoQ)

Tender No. ND/AMC-2023/COMP/ 12, dated 26/07/2023

Please note that the Tenderer should quote the prices in the form of BoQ for the following for a period of 21st Aug, 2023 to 20th Aug, 2024.

| Sr. No | Item Description | Name of company | Model no. | Serial number | Prices |
|--------|------------------------|-----------------|------------------|---------------|--------|
| (1) | (2) | (3) | (4) | (5) | |
| 1 | NETWORK MODULAR SWITCH | CISCO | WS-C2960X-24TS-L | FOC1909S2W0 | |
| 2 | 48 PORT SWITCH | CISCO | WS-C2960X-24TS-L | FOC1909S2XH | |
| 3 | 48 PORT SWITCH | CISCO | WS-C2960X-48TS-L | FOC1908S33C | |
| 4 | 48 PORT SWITCH | CISCO | WS-C2960X-48TS-L | FOC1908S33F | |
| 5 | 48 PORT SWITCH | CISCO | WS-C2960X-48TS-L | FOC1908S33E | |
| 6 | 48 PORT SWITCH | CISCO | WS-C2960X-48TS-L | FOC1908S344 | |
| 7 | 24 PORT NORMAL SWITCH | D-LINK | | S00R1E2000775 | |
| 8 | Total | | | | |

Undertaking:

- 1) The costs quoted above are considering comprehensive service maintenance and repairs for active components of network devices.
- 2) We understand that the total costs quoted will be considered for Financial Evaluation.
- 3) Prices are inclusive of all taxes & duties.
- 4) Prices are valid for the entire service maintenance contract period and no request for revision shall be made by us.
- 5) We understand that the service contract shall be awarded on the basis of L1 (lowest quote) of the Total cost of maintenance for 21st Aug, 2023 to 20th Aug, 2024.
- 6) All the items tendered for maintenance are quoted.

I/We have read the Tender document including points at 1), 2), 3), 4), 5) and 6) above. I/We shall abide to all terms & conditions mentioned in the tender document along with points at 1), 2), 3), 4), 5) and 6) above.

Place:

Date:

(Signature of Tenderer)

Company Name with stamp

Annexure – IX: DRAFT CONTRACT FORM (CF)

AGGREEMENT MADE this _____ day _____ of Two thousand _____
_____ Between _____
_____ (hereinafter called "the Contractor") of the one part and the
Government of Maharashtra (hereinafter called "the Government") of the other part.

WHEREAS the contractor has tendered for providing comprehensive maintenance services to the Directorate of Economics and Statistics, Mumbai (hereinafter called "The DES") as per the terms and conditions mentioned in the tender document.

NOW IT IS HEREBY AGREED between the parties hereto as follows:

The contractor has accepted the contract on the terms and conditions set out in the tender notice no. _____ dated _____ as well in the acceptance of tender no. _____ dated _____, which will hold good during period of this agreement.

Upon breach by the contractor of any of the conditions of the agreement, The DES may issue a notice in writing, determine and put an end to this agreement without prejudice to the right of the Government to claim damages for antecedent breaches thereof on the part of the contractor and also to reasonable compensation for the loss occasioned by the failure of the contractor to fulfil the agreement as certified in writing by The DES which certificate shall be conclusive evidence of the amount of such compensation payable by the contractor to the Government.

This agreement shall remain in force until 20th Aug 2024 from the date of entering into the contract unless and until the party decides to cancel the contract at any time upon giving 60 days notice in writing to the other party.

In witness whereof the said _____ hath set his hand hereto and The DES has on behalf of the Government of Maharashtra affixed his hand and seal thereto the day and year first above written.

Notices in connection with the contract may be given by The DES, or any gazetted officer authorized by the DES.

In consideration of the payments to be made by The DES to the Service Provider as hereinafter mentioned the Service Provider hereby covenants with the DES to provide the Services and to remedy defects therein conformity in all respects with the provisions of the Contract.

The DES hereby covenants to pay the Service Provider in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

If subject to circumstances beyond control (Force Majeure) the contractor fails to deliver the services in accordance with the conditions mentioned in the contract, The DES shall at his/her option be entitled either: to recover from the Service Provider as agreed liquidated damages or by way of penalty a sum not exceeding 1/2 % of the price of the contract which the Service Provider has failed to deliver as aforesaid for each week or part of a week during which the delivery of such services may be in arrears, or to render services from else other organization after giving due notice to the Service Provider on the amount and at the risk of the Service Provider without cancelling the contract in respect of the service maintenance not yet due, or to cancel the contract.

Mumbai.

CONTRACTOR

Witness:

1.

For Directorate of Economics and Statistics
On behalf of the Governor of Maharashtra,
Mumbai.

2.

Annexure – X: Authorization Certificate from CISCO

Authorisation Certificate from CISCO (To be submitted on letter head)

Dear Sir,

TENDER: Comprehensive maintenance of network devices at Directorate of Economics & Statistics, Government of Maharashtra

We, _____, who are
established and reputable manufacturers of

_____,
Hereby authorize. (Authorised Dealer / Sole Distributor / Supplier / Comprehensive maintenance and Service provider) Messrs _____ (name and address of agents) to bid, negotiate and conclude the contract with you against Tender Notification No. ND/AMC-2023/COMP/ _____ Dated _____ published on Maha tender website of Government of Maharashtra for comprehensive maintenance of network devices at Directorate of Economics & Statistics, Government of Maharashtra.

We hereby extend our full guarantee and warranty as per the conditions of tender for the goods bided for supply against this tender by the above firm.

The authorization is valid up to 20th Aug 2024.

Yours

faithfully,

(Name)

For and on behalf of M/s. _____ (Name of manufacturers) / OEM