



Directorate of Economics and Statistics

Planning Department, Government of Maharashtra

Tender for Annual Maintenance of computers & Printers

Tender Notification No. 1/2018, DES/EDP/AMC/Tender/2018-19

Issued By

The Director

Directorate of Economics & Statistics

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Table of Contents

PART I

Part I	3
Glossary	3
Tender Notice.....	4
Important Information	5
Instructions to Tenderers.....	6
Terms and conditions	11
Part II – Annexures	15
ANNEXURE - I CONFIGURATION & OTHER DETAILS OF COMPUTERS HARDWARE FROM Sep , 2018 .. .	15
ANNEXURE - II CONFIGURATION & OTHER DETAILS OF PRINTERS HARDWARE FROM Sep , 2018.....	26
ANNEXURE – A –TENDER OFFER FORM (TOF)	29
PART-III	
ANNEXURE B (1) – DETAILS OF TENDERER .. .	30
ANNEXURE B (2) – FORMAT FOR ENGINEER RESUME .. .	31
ANNEXURE C – PERFORMANCE STATEMENT OF MAINTENANCE CONTRACTS (P)	32
ANNEXURE D –BID FORM : PRICE SCHEDULE (PS)	33
ANNEXURE E – CONTRACT FORM (CF)	35
ANNEXURE F – CHECK List	36

Part I**Glossary**

<i>Term</i>	<i>Meaning</i>
BG	Bank Guarantee
EDP	Electronic Data Processing
EMD	Earnest Money Deposit
GoM	Government of Maharashtra
LoI	Letter of Intent
NDA	Non-Disclosure Agreement
PBG	Performance Bank Guarantee
RFP	Request for Proposal
ISO	International Organization for Standardization
PQ	Pre-Qualification
Government	Government of India or GoM
GoM	Government of Maharashtra
DES	Directorate of Economics and Statistics, Planning Department, GoM
Bidder	Entity which will respond to this bid
Contract Value	Price payable to the successful bidder under the contract for the full and satisfactory performance of the contractual obligation
Committee	Tender Evaluation Committee

Tender for Annual Maintenance of computers & Printers

Invitation for Proposal

TENDER NOTICE NO. 1/2018
DES/EDP/AMC/TENDER/2018-19
Directorate of Economics and Statistics
8th Floor, Administrative Building,
Government Colony, Bandra (East),
Mumbai - 400 051.
Date:19/09/2018

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 Computers & Printers to enter into Comprehensive Annual Maintenance Contract for the Computers (H/D & S/W) & Printers installed in the office located at above address and New Administrative Building, 4th & 7th Floor, Opp. Mantralaya, Mumbai – 400 032.

SCHEDULE OF REQUIREMENT

Tender	Earnest Money Deposit (E.M.D.) (Refundable)	Tender Cost (Non – Refundable)
Maintenance of Computers (PC's) & Printers in DES office at Administrative Bldg., 8 th Floor, Bandra (E), Mumbai – 400 051 and New Administrative Building, 4 th & 7 th Floor, Opp. Mantralaya, Mumbai – 400 032	Rs.15,000/-	Rs. 1000/-

The e-tender document with terms & conditions and specifications of computers & Printers is available from **19/09/2018** on website <https://mahatenders.gov.in>. (Tender reference No. 1/2018, DES/EDP/AMC/Tender/2018-19). Last date of online submission of this tender is **05/10/2018 up to 11.00 a.m.** Bidders 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: 19th September,2018

(R.R.Shinge)
Director,
Directorate of Economics & Statistics,
Government of Maharashtra,Mumbai

Tender for Annual Maintenance of computers & Printers

Important Information

#	Information	Details
1.	Project Name	Maintenance of computers & Printers in DES office at Administrative Bldg., 8th Floor, Bandra (E), Mumbai – 400 051 and New Administrative Building, 4 th & 7 th Floor, Opp. Mantralaya, Mumbai – 400 032 GoM
2.	Tender document reference No	Reference No. 1/2018, DES/EDP/AMC/Tender/2018-19 Date: 19 th September, 2018
3.	Tender Fee (Non-refundable)	INR 1000/- (Rupees One Thousand only) To be submitted online at https://mahatenders.gov.in
4.	Earnest Money Deposit (Refundable)	INR 15,000/- (Rupees Fifteen Thousand only) To be submitted online at https://mahatenders.gov.in
5.	Bid Validity Period	180 Days
6.	Performance Bank Guarantee	10 % of the Contract Value
7.	Performance Security Validity Period	6 months after expiration of all the Contractual Obligations
8.	Availability of Tender Document	19 th September, 2018 from 12.55Hrs
9.	Last date for submission of queries for clarifications via email	Up to 5 th October, 2018 till 13.00 Hrs
10.	Date, Time & Place of pre-bid meeting	Date- 9 th October, 2018 Time - 2.30 pm Place - Directorate of Economics and Statistics, 4th floor, EDP Centre, New Admin bldg, Opposite Mantralaya, Madam kama road, Mumbai-400032, Maharashtra
11.	Last date (deadline) for uploading the bid on e-Tendering website	Up to 12 th October, 2018 till 11.00Hrs at https://mahatenders.gov.in
12.	Date of online opening of Technical Proposals received in response to the Tender Notice	On 16 th October, 2018
13.	Place, Time and Date of opening of Commercial proposals received in response to the Tender Notice	To be informed later to the shortlisted bidders
14.	Contact person for queries	Mr. T. S. Manve, Additional Director (EDP) Ph.: 022 22797018/19/23, 22021614
15.	Email ID, Phone No:	Email Id: jtdiredp.des@maharashtra.gov.in dir.des@maharashtra.gov.in Ph.: 022 22797018/19/23, 22021614
16.	Submission Type	e-tendering system

INSTRUCTIONS 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 of computers & Printers etc.
- c) "The Vendor" means the successful Tenderer with whom the DES shall into a Contract.
- d) "The Contract" means the agreement entered into between the DES and the Vendor, 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 Tenderer under the contract for the full and satisfactory performance of the contractual obligations;

2. Locations for providing Services

- A) In the Directorate's office at New Administrative building, 4th & 7th floor, Opp. Mantralaya, Mumbai - 400 032 and Administrative Bldg., 8th Floor, Government Colony, Bandra (E), Mumbai – 400 051.
- B) The Tenderer will have to provide maintenance services for optimal usage of Computers (PC's) & Printers. The configuration & other details of computer hardware & Printers to be maintained in DES office at New Administrative Building, 4th and 7th Floor, Opp. Mantralaya, Mumbai – 400 032 and New Administrative Bldg., 8th Floor, Government Colony, Bandra (E), Mumbai – 400 051 is given in Annexure-I.
- C) Tenderer must have office in Mumbai

3. Sources of Funds

The Work Order for the Maintenance Contract will be placed by the DES. The DES will be responsible for making the payments for the services rendered.

4. Prices how to be quoted

- 4.1 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 computers & Printers as mentioned in Annexure I and Annexure II
- 4.2 For the safety of the systems, periodic Anti-Virus Scan (including Virus, Ad-ware, Mal-ware, Trozons etc.,) are required. The onsite residential engineer who shall be deputed by the Tenderor will have to take periodic scans for removing of Virus, Ad-ware, Mal-ware, Trozons

etc. The Tenderor will have to regularly check and take remedial measures for ensuring proper safety arrangement

4.3 The rates quoted should be valid for acceptance up-to 31/11/2019. The indenter reserves right to extend this validity offer date with the consent of tenderers whose bid have been received.

5. Period of Contract

The Maintenance Contract will be valid for a period of 12 months from the date of entering into the service contract with the tenderer. However, initially contract for a period of 12 months (from the date of entering into the contract). The service contract will be entered into in the draft format enclosed as **Annexure –E with Term And Condition**. Even during the period the service contract is valid, the DES reserves the rights to call for fresh price bids for Maintenance Contract.

6. Cost of Tender Document

Tenderer should pay price of the **tender INR 1,000/- (Rupees one Thousand only)** To be submitted online at <https://mahatenders.gov.in> It should attached along with the **Technical Bid**.

7. Cost of Tender

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

8. Non-transferable Tender

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

9. Qualification Criteria (QCR)

The DES is looking for contractor with proven record of providing quality maintenance service for Computers (PC's) & Printers. The Tenderer should have proven experience of undertaking such annual maintenance contracts.

- a) The tenderer should have successfully managed/maintained at least three sites of Government or Government undertakings or private corporate organisations.
- b) The tenders should have adequate skills to maintain and repairs of Computers (PC's) & Printers.
- c) Minimum annual turnover of the tenderer from the maintenance services of hardware should be of Rs.50 lakhs.
- e) The tenderer should posses GST Certificate from the competent authority showing the GST paid up to August, 2018.
- f) Tenderer must have office in Mumbai

10. Deployment of the staff for maintenance

The vender should deploy one experienced Residential engineer for both sites of DES on regular basis. (Administrative Building, 8th Floor, Bandra (E) and New Administrative Building, 4th and 7th Floor, Opp. Mantralaya Mumbai). The service engineer should have two or more years experience of maintenance of Computers (PC's) & Printers.

11. Completeness of the Tender Offer

The Tenderer is expected to examine all instructions, forms, terms, conditions and deliverables in the e-Tender Documents. Failure to furnish all information required by the e-tender documents or submission of a tender offer not substantially responsive in every respect to the e-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 e-tender document is not given therein, or if particulars asked for in the Forms / performa in the tender are not fully furnished.

12. 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)
- Tender Reference Number
- Name of Tenderer

13. 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 format for submission of Technical Offer is as follows:

Index of documents

Tender Offer Form (Annexure A) duly filled in.

Earnest Money Deposit slip

Documents establishing Tenderers eligibility & qualification (See clause 9 and 15).

14. Earnest Money Deposit

Tenderer is required to Pay online for **Rs. 15,000/-** (Rupees Fifteen thousand only) as **Earnest Money Deposit (EMD)** along with his offer. Unsuccessful Tenderer's EMD will be returned within 45 days after the expiry of the period of tender offer validity prescribed by the purchaser. The successful Tenderer's EMD will be discharged upon the Tenderer executing the Contract & submitting **performance Bank Guarantee of Rs. 50,000/- (Rs. Fifty Thousand Only)**. The EMD may be forfeited if a Tenderer withdraws its tender during the period of bid validity or in case of a successful Tenderer, if the Tenderer fails to sign the contract in accordance with the terms and conditions.

15. Documents Establishing Tenderer's Eligibility and Qualifications

The Tenderer shall furnish, as part of its tender offer documents establishing the Tenderer's eligibility to participate in the tender and its qualifications to perform the Contract. The documentary evidence of the Tenderer's qualifications to perform the Contract, shall establish to the DES's satisfaction that the Tenderer is eligible as per the criteria outlined in the Qualification Requirements . This will include the following:

- (1) Details of Tenderer (Annexure B).
- (2) Copy of ISO Certification pertaining to upkeepment & Maintenance of Computer System/ facility management.
- (3) List of sites under management in 2018-19 with a copy of the work order/ contract & a letter of satisfactory performance and Performance Statement (Annexure C).
- (4) GST Filling Certificate from the competent authority showing the GST paid up to August, 2018.
- (5) Letter for acceptance of all Terms and Conditions of the tender document.
- (6) Power of Attorney in favour of the person signing the bids. (Applicable only if owner or director of the company is authorising representative to submit bid)
- (7) The original copy of the Tender Offer shall be typed or written in ink and shall be signed by the Tenderer or a person or persons duly authorized in writing to bind the Tenderer to the Contract. Such authorization shall be indicated by power-of-attorney accompanying the tender offer. All pages of the Tender Offer, except for unamended printed literature, shall be initialed by the person or persons signing the Tender Offer.
- (8) Certificate that all the items tendered for maintenance are quoted.

16. 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 - D**) given in the tender, Prices quoted other than in the bid form shall be liable to be rejected. The Bid Form must be filled in completely, without any errors, erasures or alterations.

17. Erasures or Alterations

The Tender Offer shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person or persons signing the offer. Offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Filling up of the Technical Detail Form using terms such as "OK", "accepted", "noted", "as given in brochure / manual" is not acceptable. The Purchaser may treat offers not adhering to these guidelines as unacceptable.

18. Costs and Currency

The offer must be given in Indian Rupees only.

19. Fixed Price

The Financial Offer shall be on a fixed price basis, inclusive of all taxes. Price quotation accompanied by vague and conditional expressions such as "subject to immediate acceptance", "subject to confirmation ", etc. will be treated as being at variance and shall be liable for rejection.

20. Submission of Tender Offers

Sealed Tender offers shall be received by the Directorate of Economics and Statistics at the address specified above not later than the time and date specified in the invitation for Tender offers. In the event of the specified date for the submission of tender offers being declared a 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.

21. Late Tender Offers

Any tender offer received by the purchaser after the deadline for submission of tender offer prescribed by the DES, pursuant to the clause above, will be rejected and / or returned unopened to the Tendered.

22. Modifications and Withdrawal of Offers

The Tenderer may modify or withdraw his offer after its submission, provided that written notice of the modification or withdrawal is received by the DES prior to the closing date and time prescribed for submission of offers. No offer can be modified by the Tenderer, subsequent to the closing date and time for submission of offers.

23. Clarification of Offers

To assist in the scrutiny, evaluation and comparison of offers, the DES may, at its discretion, ask some or all Tenderers for technical clarification of their offers. The request for such clarifications and the response shall be in writing. To speed up the tender process, the DES, at its discretion, may ask for any technical clarification to be submitted by means of facsimile by the Tenderer. In such cases, original copy of the document describing the technical clarifications must be sent to the DES by means of courier / in person.

24. Short-listing of Tenderers

The DES will short-list technically qualifying Tenderers. The financial offers of only short listed tenderers will be opened.

25. Evaluation Criteria.

The Officer nominated by the Director of DES will evaluate technical bids. The decision of the Intender will be final and binding on the tenderer.

26. Award Criteria

The service contract shall be awarded on the basis of L₁ (lowest quote) of the **total cost of maintenance for 1 years** “(given in Annexure D)”. However the L₁ bidder will have to match the year wise lowest quote received by indenter in this tender process.

27. Completion of Compliance of Tender Conditions and Stipulations, Price Comparisons

The DES will evaluate the Financial Offers of short-listed Tenderers as above and the tenderer determined to be substantially responsive. After opening Financial Offers of the short-listed Tenderers, if there is a discrepancy between words and figures, the amount indicated in words will prevail.

28. DES's Right to Accept Any Offer and OR to Reject Any or All the Offers

The DES reserves the right to accept or reject any tender offer, and to annual the tendering process and reject all tenders at any time prior to award of contract, without thereby incurring any liability towards the affected Tenderer(s) or any obligation to inform the affected Tenderer(s) of the grounds for the purchaser's action.

29. No commitment to accept lowest or any tender

The DES shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers, including those received late, or incomplete offers, without assigning any reason whatsoever. The DES reserves the right to make any changes in the terms and conditions. The DES will not be obliged to meet and have discussions with any Tenderer, and / or to give a hearing on their representations

30. Corrupt or fraudulent Practices

The DES requires that the Tenderers under this tender observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser defines the terms set forth as follows:-

“**Corrupt practice**” means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution; and

“**Fraudulent practice**” means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of the free and open competition.

The Purchaser will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Purchaser will declare a Tenderer ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Tenderer has engaged in corrupt and fraudulent practices in competing for, or in executing a contract.

31. Signing of Contract

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

Within 10 days of receipt of the Contract Form, the successful Tenderer shall sign and date the contract and return it to the DES

TERMS AND CONDITIONS :-

1. Performance Bank Guarantee

Performance Bank Guarantee of Rs 50,000/- (Rs. Fifty Thousand Only) should be deposited in the form of irrevocable bank guarantee of any Nationalized or Scheduled bank payable at Mumbai and drawn in the name of Accounts Officer, Directorate of Economics and Statistics, Government of Maharashtra having validity for 12th months from the date of commencement. It should be submitted within 10 days from date of letter of intent or notification.

2. Payment terms

The total Maintenance Contract Payment will be divided into 2 equal parts of every year (i.e. each 12 months) and the DES will make the payments on the half yearly basis, after deducting the penalty, if any, after successful completion of each half year. The payment shall be made within 45 days from the date of presentation of invoice.

3. Integration of Hardware, Software

The Vendor must integrate the hardware and software of DES to make them fully functional. In case of problems with machines and / or equipment, it will be the Vendor's responsibility to locate the exact nature of the problem and rectify the same except for the problems in the application softwares installed on the machine, if any. Under no circumstances will a problem be blamed on the application software without sufficient cause and justification. For this purpose vendor will have to be enclose contact with firm/company who has developed & maintaining application S/W. The comprehensive maintenance contract shall include supply and replacement of all defective part, components of Computers (PC's) & Printers equipments including Mouse, Hard Disk, Monitor, CD/DVD Drive/Writers, Keyboard, Mother board and Processor free of cost, however it will not include consumables

4. Penalty Clause

- 4.1 The penalty clauses shall become applicable after 30 days acceptance period from the date of award of the contract.
- 4.2 The tenderer should attend the breakdown calls within 24 hours and make the PCs 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. He shall be liable to penalty at the following rates per day.
 - a) **Rs.100/- (Rs. One hundred only) per Desk Top Pc per day.**
 - b) **Rs.100/- (Rs. One hundred only) per Printer per day.**
 - c) **Rs. 300/- (Rs. Three Hundred only) per day if Residential Engineer remains absent**
- 4.3 The total amount of penalty, so worked out at the end of each six month, will be deducted from the payment.

5. Termination of contract –

Either side may terminate the contract by 30 days written notice.

6. Sub Contract

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

7. Coordination with Vendor

Some of the Computers (Software/Hardware) and printers is under the warranty period Annual maintenance contract. For smooth & efficient functioning of these machines it is necessary to co-ordinate with the competent authority.

8. Safety of the systems

For the **safety of the systems, periodic Anti-Virus Scan (including Virus, Ad-ware, Mal-ware, Trozons etc.,) are required.** The onsite Residential engineer who shall be deputed by the Tenderor will have to take periodic scans for removing of **Virus, Ad-ware, Mal-ware, Trozons** etc. The Tenderor will have to regularly check and take remedial measures for ensuring proper safety arrangement.

9. 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.

10. Confidentiality

Any information pertaining to Govt. of Maharashtra or any other matter concerning GoM that comes to knowledge of the vendor 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.

11. Other conditions

- i) The vendor will have the option to provide his own standby equipments to maintain the uptime.
- ii) Repairs to all equipments can be carried out in DES premises, or at the repair centre of the vendor at vendors cost.
- iii) The successful application, operation and management of the Computers (PC's) & Printers shall be the responsibility of contractor solely.
- iv) During the period of AMC of the said computer system, if the DES decides to exclude certain system's out of the purview of AMC, then such case, from that day onwards, the AMC 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 AMC charges to be paid to the vendor.

12. 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.

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

14. Contract will be for a period of one year from the date order and covers normal use of equipment under user recommended environmental conditions.

15. This comprehensive maintenance contract is for the Computers (PC's) & Printers includes RAM, Cables, PCs, CPU, Hard Disks, USB Drives, CD / DVD ROMs, Monitor, Keyboard, Mouse and all Parts related to PC, Networking components like UTP Switch and any other equipment not mentioned here but attached to the PC.

16.a) The list of computers and printers attached for which AMC s to be entered from the 1st November, 2018 and same documents of AMC shall be signed.

b) The equipments shown in the above list and there number may reduce or increase as the circumstances may arise therefore the company should provide services towards the equipments added during the Annual Maintenance Contract ,

c) The initial period of contract will be for one year from the date of onward of contract. The rates quoted will remains in force for the full period of contract. No demand for revision of rate on any equipment added during the contract period. The AMC cannot be extended, if so desired by DES based on the performance of the service provider

d) Number of computer more than 200 hence appoint a full time one Residential engineer for regular timely maintenance of Computers (PC's) & Printers

17.a) The maintenance contract is onsite comprehensive and inclusive of preventive, corrective maintenance of computer equipment, Printers and all preloaded software's.

(O.S., Windows, Anti Virus, etc).

b) Preventive maintenance (includes CD / DVD ROMs, writer lenses cleaning, PC dust cleaning by vacuum cleaner, hard disk clean-up, de fragmentation, virus removal & updating etc) , should be carried out minimum once in a month.

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

19.If any machine would not be under utilization due to administrative or any other problems of the department then for that particular period AMC charges will not be paid.

20.It' 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 AMC .

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

22.Engineer attending a call & repairing the unit under the fault of the complaint already lodged, if any other Computers (PC's) & Printers reported him to see and repair at that time, the customer will lodge complaint during the course, the engineer must see and repair the unit immediately informing on his own to his company doing so.

23.In case of intermittent failures and repetitive problems due to improper diagnosis or repairs of its sub parts Computers (PC's) & Printers, the system will be treated as continuously down.

24.If the Computers (PC's) & Printers any equipment 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.

25.The comprehensive maintenance contract shall include supply and replacement of all defective parts, components of Computers (PC's) & Printers equipments including RAM, Cabels, USB Drives, Mouse, Hard Disk, Monitors, CD / DVD ROMs, Writers, Keyboard, Mother Board and Processor free of cost.

26.The devices like Key Board or Mouse get some glitches after some time due to their constant use, they may be replaced immediately.

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

28.Upon signing the AMC document, the Service Provider shall submit name, address, telephone numbers, e-mail ids, fax numbers, mobile numbers of the engineers and also the name, address, telephone numbers, e-mail ids, fax numbers, mobile numbers of the last person with whom contact could be made, if any complaint is not solved to the satisfaction of the customer.

29.Complimentary Service without extra charges - In addition to maintenance service, Service Provider will also provide software maintenance (First Level trouble shooting, includes installation and formatting, if necessary) in respect of all other computers & Printers in the Directorate. For corrective and preventive maintenance, engineer will use only licensed copy of software. In case of unauthorized use of any software by service engineer. Directorate cannot be held responsible. This will not be mandatory but will help the Service Provider to avoid calls for petty problems.

30.Taking over and handing over of maintenance - The Service Provider can do inspection of the machinery or equipments to be given under the proposed AMC before signing the AMC document and bring the defects, if any, to the notice of the Directorate, so necessary remedies would be initiated and done. However, no complaints regarding defects will be entertained by the Directorate subsequently and Service Provider will have to rectify any defects noticed after the Service Provider takes over an AMC, on his responsibility. Similarly,

Tender for Annual Maintenance of computers & Printers

Service Provider is also expected to hand-over entire machinery in good working conditions on date of completion of contract.

Dated: 19th September,2018

(R.R.Shinge)
Director,
Directorate of Economics & Statistics,
Government of Maharashtra,Mumbai.

Place:

Signature Name of the Person:

Date :

Designation:

Name of the Company:

Address

Part-II

ANNEXURE- I

CONFIGURATION AND OTHER DETAILS OF COMPUTER HARDWARE

Directorate of Economics & Statistics, Administrative Building, 8th Floor, Bandra
(East)Mumbai-400051 ,New Administrative Building, 4th & 7th floor, opp. Mantralaya
Mumbai- 400032

CHART SHOWING THE HARDWARE FOR WHICH ANNUAL MAINTENANCE CONTRACT IS TO BE
ENTERED FROM NOVEMBER, 2018.

Sr. No	Year of Purchase/ Date of Installation	Machine Name	Make	Location
1	2	3	4	6
COMPUTERS				
1	2015-16	UXVKSSI105F3106652	ACER VERITRON	DES, Administrative Building, 8th Floor, Bandra (East), Mumbai
2		UXVKSSI105F3106650	ACER VERITRON	
3		UXVKSSI105F3106669	ACER VERITRON	
4		UXVKSSI105F3106679	ACER VERITRON	
5		UXVKSSI105F3106672	ACER VERITRON	
6		UXVKSSI105F3106677	ACER VERITRON	
7		UXVKSSI105F3106699	ACER VERITRON	
8		UXVKSSI105F3106627	ACER VERITRON	
9		UXVKSSI105F3106655	ACER VERITRON	
10		UXVKSSI105F3106709	ACER VERITRON	
11		UXVKSSI105F3106718	ACER VERITRON	

Tender for Annual Maintenance of computers & Printers

12		UXVKSSI105F3106719	ACER VERITRON
13		UXVKSSI105F3106636	ACER VERITRON
14		UXVKSSI105F3106663	ACER VERITRON
15		UXVKSSI105F3106688	ACER VERITRON
16		UXVKSSI105F3106670	ACER VERITRON
17		UXVKSSI105F3106646	ACER VERITRON
18		UXVKSSI105F3106714	ACER VERITRON
19		UXVJSSIM73F3104691	ACER VERITRON
20		UXVJSSIM73F3104711	ACER VERITRON
21		UXVKSSI105F3106654	ACER VERITRON
22		UXVKSSI105F3106665	ACER VERITRON
23		UXVKSSI105F3106624	ACER VERITRON
24		UXVKSSI105F3106657	ACER VERITRON
25		UXVKSSI105F3106701	ACER VERITRON
26		UXVKSSI105F3106638	ACER VERITRON
27		UXVKSSI105F3106703	ACER VERITRON
28		UXVKSSI105F3106625	ACER VERITRON
29		UXVKSSI105F3106691	ACER VERITRON
30		UXVKSSI105F3106680	ACER VERITRON
31		UXVKSSI105F3106631	ACER VERITRON

Tender for Annual Maintenance of computers & Printers

32		UXVKSSI105F3106632	ACER VERITRON
33		UXVJSSIM73F3104676	ACER VERITRON
34		UXVJSSIM73F3104717	ACER VERITRON
35		UXVKSSI105F3106675	ACER VERITRON
36		UXVJSSIM73F3104732	ACER VERITRON
37		UXVJSSIM73F3104699	ACER VERITRON
38		UXVJSSIM73F3104713	ACER VERITRON
39		UXVJSSIM73F3104727	ACER VERITRON
40		UXVJSSIM73F3104718	ACER VERITRON
41		UXVKSSI105F3106662	ACER VERITRON
42		UXVKSSI105F3106630	ACER VERITRON
43		UXVKSSI105F3106635	ACER VERITRON
44		UXVKSSI105F3106653	ACER VERITRON
45		UXVJSSIM73F3104741	ACER VERITRON
46		UXVJSSIM73F3104703	ACER VERITRON
47		UXVJSSIM73F3104719	ACER VERITRON
48		UXVKSSI105F3106639	ACER VERITRON
49		UXVKSSI105F3106643	ACER VERITRON
50		UXVKSSI105F3106658	ACER VERITRON
51		UXVKSSI105F3106708	ACER VERITRON

Tender for Annual Maintenance of computers & Printers

52		UXVKSSI105F3106668	ACER VERITRON
53		UXVKSSI105F3106683	ACER VERITRON
54		UXVKSSI105F3106693	ACER VERITRON
55		UXVKSSI105F3106705	ACER VERITRON
56		UXVKSSI105F3106682	ACER VERITRON
57		UXVKSSI105F3106706	ACER VERITRON
58		UXVKSSI105F3106694	ACER VERITRON
59		UXVKSSI105F3106666	ACER VERITRON
60		UXVKSSI105F3106661	ACER VERITRON
61		UXVKSSI105F3106641	ACER VERITRON
62		UXVKSSI105F3106660	ACER VERITRON
63		UXVKSSI105F3106651	ACER VERITRON
64		UXVKSSI105F3106678	ACER VERITRON
65		UXVKSSI105F3106721	ACER VERITRON
66		UXVJSSIM73F3104706	ACER VERITRON
67		UXVKSSI105F3106685	ACER VERITRON
68		UXVKSSI105F3106687	ACER VERITRON
69		UXVKSSI105F3106676	ACER VERITRON
70		UXVKSSI105F3106684	ACER VERITRON
71		UXVKSSI105F3106711	ACER VERITRON

Tender for Annual Maintenance of computers & Printers

72		UXVKSSI105F3106689	ACER VERITRON
73		UXVKSSI105F3106707	ACER VERITRON
74		UXVKSSI105F3106644	ACER VERITRON
75		UXVKSSI105F3106686	ACER VERITRON
76		UXVKSSI105F3106673	ACER VERITRON
77		UXVKSSI105F3106648	ACER VERITRON
78		UXVKSSI105F3106656	ACER VERITRON
79		UXVKSSI105F3106715	ACER VERITRON
80		UXVKSSI105F3106716	ACER VERITRON
81		UXVKSSI105F3106712	ACER VERITRON
82		UXVKSSI105F3106700	ACER VERITRON
83		UXVKSSI105F3106640	ACER VERITRON
84		UXVKSSI105F3106690	ACER VERITRON
85		UXVKSSI105F3106697	ACER VERITRON
86		UXVKSSI105F3106717	ACER VERITRON
87		UXVKSSI105F3106696	ACER VERITRON
88		UXVKSSI105F3106692	ACER VERITRON
89		UXVKSSI105F3106704	ACER VERITRON
90		UXVJSSIM73F3104709	ACER VERITRON
91		UXVJSSIM73F3104738	ACER VERITRON

Tender for Annual Maintenance of computers & Printers

92		UXVJSSIM73F3104707	ACER VERITRON
93		UXVJSSIM73F3104723	ACER VERITRON
94		UXVKSSI105F3106633	ACER VERITRON
95		UXVKSSI105F3106681	ACER VERITRON
96		UXVKSSI105F3106702	ACER VERITRON
97		UXVJSSIM73F3104736	ACER VERITRON
98		UXVKSSI105F3106695	ACER VERITRON
99		UXVKSSI105F3106647	ACER VERITRON
100		UXVKSSI105F3106659	ACER VERITRON
101		UXVKSSI105F3106720	ACER VERITRON
102		UXVKSSI105F3106674	ACER VERITRON
103		UXVKSSI105F3106667	ACER VERITRON
104		UXVKSSI105F3106645	ACER VERITRON
105		UXVKSSI105F3106628	ACER VERITRON
106		UXVKSSI105F3106649	ACER VERITRON
107		UXVKSSI105F3106626	ACER VERITRON
108		UXVKSSI105F3106664	ACER VERITRON
109		UXVJSSIM73F3104725	ACER VERITRON
110		UXVJSSIM73F3104730	ACER VERITRON
111		UXVJSSIM73F3104734	ACER VERITRON

Tender for Annual Maintenance of computers & Printers

112			UXVJSSIM73F3104689	ACER VERITRON		
113			UXVKSSI105F3106671	ACER VERITRON		
114			UXVKSSI105F3106642	ACER VERITRON		
115			UXVKSSI105F3106634	ACER VERITRON	EDP, New Admin Building, 7th Floor, Evaluation, Opposite Mantralaya, Mumbai	
116			UXVKSSI105F3106629	ACER VERITRON		
117			UXVKSSI105F3106713	ACER VERITRON		
118			UXVKSSI105F3106637	ACER VERITRON		
119			UXVKSSI105F3106698	ACER VERITRON		
120			UXVKSSI105F3106710	ACER VERITRON		
121			INA403R820	HP PRO I5		DES, Administrative Building, 8th Floor, Bandra (East), Mumbai
122			INA411V5BJ	HP PRO I5		
123			INA403R81J	HP PRO I5		
124			INA403R809	HP PRO I5		
125			INA411V5MN	HP PRO I5		
126	2	2014-15	INA411V5R4	HP PRO I5		
127			INA411V5P4	HP PRO I5		
128			INA403R82W	HP PRO I5		
129			INA403R81R	HP PRO I5		
130			INA411V5QQ	HP PRO I5		
131			INA411V5S9	HP PRO I5		

Tender for Annual Maintenance of computers & Printers

132			INA411V5PG	HP PRO I5	
133			INA403R7VP	HP PRO I5	
134			INA403R7XG	HP PRO I5	
135			INA403R813	HP PRO I5	
136			INA403R7WN	HP PRO I5	
137			INA411V5QT	HP PRO I5	
138			INA403R7ZL	HP PRO I5	
139			INA403R7YV	HP PRO I5	
140			INA411V5TK	HP PRO I5	
141			INA403R7XH	HP PRO I5	
142			INA411V5QZ	HP PRO I5	EDP, New Admin Building, 7th Floor, Evaluation, Opposite Mantralaya, Mumbai
143			INA411V5NY	HP PRO I5	
144			INA411V5W6	HP PRO I5	
145			INA411V5RV	HP PRO I5	EDP, New Admin Building, 4th Floor, Opposite Mantralaya, Mumbai
146			INA411V5RH	HP PRO I5	
147			INA403R7VF	HP PRO I5	
148	3	2014-15	SGH405S6QN	HP COMPAQ PRO 4300	EDP, New Admin Building, 4th Floor, Opposite Mantralaya, Mumbai
149			SGH405S6HR	HP COMPAQ PRO 4300	
150			SGH405S6RV	HP COMPAQ PRO 4300	
151			SGH405S6QQ	HP COMPAQ PRO 4300	

Tender for Annual Maintenance of computers & Printers

152		SGH405S6HB	HP COMPAQ PRO 4300
153		SGH405S6HC	HP COMPAQ PRO 4300
154		SGH405S7YR	HP COMPAQ PRO 4300
155		SGH405S7N4	HP COMPAQ PRO 4300
156		SGH405S6QP	HP COMPAQ PRO 4300
157		SGH405S6HP	HP COMPAQ PRO 4300
158		SGH405S6TS	HP COMPAQ PRO 4300
159		SGH405S6T3	HP COMPAQ PRO 4300
160		SGH405S6QX	HP COMPAQ PRO 4300
161		SGH405S6Q4	HP COMPAQ PRO 4300
162		SGH405S6KM	HP COMPAQ PRO 4300
163		SGH405S6FO	HP COMPAQ PRO 4300
164		SGH405S6RS	HP COMPAQ PRO 4300
165		SGH405S7NB	HP COMPAQ PRO 4300
166		SGH405S6RP	HP COMPAQ PRO 4300
167		SGH405S6KO	HP COMPAQ PRO 4300
168		SGH405S6SW	HP COMPAQ PRO 4300
169		SGH405S6HW	HP COMPAQ PRO 4300
170		SGH405S7OS	HP COMPAQ PRO 4300
171		SGH405S6GY	HP COMPAQ PRO 4300

Tender for Annual Maintenance of computers & Printers

172		SGH405S82J	HP COMPAQ PRO 4300	
173		SGH405S6D7	HP COMPAQ PRO 4300	
174		SGH405S6QT	HP COMPAQ PRO 4300	
175		SGH405S6PZ	HP COMPAQ PRO 4300	
176		SGH405S6QH	HP COMPAQ PRO 4300	
177		SGH405S6QB	HP COMPAQ PRO 4300	
178	4	SGH405S6QW	HP COMPAQ PRO 4300	EDP, New Admin Building, 7th Floor, Evaluation, Opposite Mantralaya, Mumbai
179		SGH405S6QS	HP COMPAQ PRO 4300	
180		SGH405S6SZ	HP COMPAQ PRO 4300	
181		SGH405S6BK	HP COMPAQ PRO 4300	
182		SGH405S6QY	HP COMPAQ PRO 4300	
183	5	INA221VCKK	HP COMPAQ	EDP, New Admin Building, 4th Floor, Opposite Mantralaya, Mumbai
184		INA221VDJS	HP COMPAQ	
185		INA216TLMC	HP COMPAQ	
186		INA216T9V5	HP COMPAQ	
187		INA221VCCX	HP COMPAQ	
188		INA216TM5V	HP COMPAQ	
189		INA221VCH8	HP COMPAQ	
190	6	INA221VCBI	HP COMPAQ	EDP, New Admin Building, 7th Floor, Evaluation, Opposite Mantralaya, Mumbai

Tender for Annual Maintenance of computers & Printers

191	7		INA221VCCQ	HP COMPAQ	DES, Administrative Building, 8th Floor, Bandra (East), Mumbai
192			INA216TM5S	HP COMPAQ	
193			INA216TM6V	HP COMPAQ	
194			INA227X8LY	HP COMPAQ	
195	8		S602PP5	LENEVO	EDP, New Admin Building, 4th Floor, Opposite Mantralaya, Mumbai
196			S602PR5	LENEVO	
197			S601XM3	LENEVO	DES, Administrative Building, 8th Floor, Bandra (East), Mumbai
198	9	2013-14	INA250T80F	HP COMPACT 8300	DES, Administrative Building, 8th Floor, Bandra (East), Mumbai
199			INA250T7ZR	HP COMPACT 8300	
200			INA250T800	HP COMPACT 8300	
201			INA250T7XK	HP COMPACT 8300	
202			INA250T7YN	HP COMPACT 8300	
203			INA250T7ZD	HP COMPACT 8300	
Total					203

ANNEXURE- II**CONFIGURATION AND OTHER DETAILS OF PRINTERS**

Directorate of Economics & Statistics, Administrative Building, 8th Floor, Bandra (East) Mumbai-400051, New Administrative Building, 4th & 7th floor, opp. Mantralaya Mumbai- 400032

CHART SHOWING THE PRINTRES FOR WHICH ANNUAL MAINTENANCE CONTRACT IS TO BE ENTERED FROM NOVEMBER, 2018.

Sr. No	Year of Purchase/Date of Installation	Machine Name	Make	Numbers of Machines	Location
1	2	3	4	5	6
PRINTERS					
1	2014-15	A5VP041014397	Konica Minolta Pagepro 1500 W	14	DES, Administrative Building, 8th Floor, Bandra (East), Mumbai
		A5VP041014502	Konica Minolta Pagepro 1500 W		
		A5VP041014504	Konica Minolta Pagepro 1500 W		
		A5VP041016240	Konica Minolta Pagepro 1500 W		
		A5VP041014514	Konica Minolta Pagepro 1500 W		
		A5VP041014420	Konica Minolta Pagepro 1500 W		
		A5VP041014862	Konica Minolta Pagepro 1500 W		
		A5VP041014516	Konica Minolta Pagepro 1500 W		
		A5VP041014503	Konica Minolta Pagepro 1500 W		
		A5VP041016277	Konica Minolta Pagepro 1500 W		
		A5VP041016250	Konica Minolta Pagepro 1500 W		
		A5VP041016253	Konica Minolta Pagepro 1500 W		

Tender for Annual Maintenance of computers & Printers

			W		
		A5VP041014518	Konica Minolta Pagepro 1500 W		
		A5VP041014507	Konica Minolta Pagepro 1500 W		
		ASVP041015606	Konica Minolta Pagepro 1500 W	2	EDP, New Admin Building, 7th Floor, Evaluation, Opposite Mantralaya, Mumbai
		ASVP041016274	Konica Minolta Pagepro 1500 W		
		ASVP041014903	Konica Minolta Pagepro 1500 W	6	EDP, New Admin Building, 4th Floor, Opposite Mantralaya, Mumbai
		ASVP041014495	Konica Minolta Pagepro 1500 W		
		ASVP041013760	Konica Minolta Pagepro 1500 W		
		ASVP041016336	Konica Minolta Pagepro 1500 W		
		ASVP041013763	Konica Minolta Pagepro 1500 W		
		ASVP041014896	Konica Minolta Pagepro 1500 W		
2	2017-18	X2Q5167048	EPSON COLOUR L380 all in one Intank	1	DES, Administrative Building, 8th Floor, Bandra (East), Mumbai
			EPSON COLOUR L380 all in one Intank	1	EDP, New Admin Building, 7th Floor, Evaluation, Opposite Mantralaya, Mumbai
3	2007-06	VNC3219028	HP 1020	4	DES, Administrative Building, 8th Floor, Bandra (East), Mumbai
		CNCK722271	HP 1020		
		CNCK722305	HP 1020		
		VNC3122160	HP 1020		
4	2014-15	VNF3L07516	HP LJ 1606 DN	1	
5	2009-10	VNF3J03094	HP LJ P 1007	1	

Tender for Annual Maintenance of computers & Printers

6	2016-17	VNC3J20056	Hp LJ PRO M202 DW	1	
7	2016-17	081NB8HK2C003VD	SAMSUNG X PRESS M2071F	1	
Total				32	

Annexure A – TENDER OFFER FORM (TOF)

Date: _____2018

Tender Reference No.: _____

To: (Name and address of Indenter)

Gentlemen:

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 of PC's and, Printers.

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 agree to abide by this tender offer till _____ 2018 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 there of and your notification of award shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any offer you may receive.

Dated thisday of2018

Signature :.....

(In the Capacity of :)

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

PART- III**ANNEXURE - B (1) - DETAILS OF TENDERER**

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the com

Sr.	Item	Details
1.	Name of the Company	
2.	Mailing Address	
3.	Telephones and Fax numbers	
4.	Name of the Owner / Managing Director	
5.	Turn over of the company (Rs. lakhs) 2016-2017 2017-2018	1) Rs. 2) Rs.
6.	ISO certificate details	
7.	Details of technical staff available with tenderer at Mumbai. Service Engineers capable of providing services for computers a) Graduate Service Engineers (No.) b) Diploma Holder Service Engineers (No.)	
8.	GST Clearance Certificate(up-toSeptember 2018) attach	
9.	Actual Contract value with any Govt. department or Govt. undertaking or private corporate organization undertaken during last two years or Contract in hand. 2016-2017 2017-2018	No. of Value of Contracts computer systems contract (Rs.) (1) (2)
10.	Do you provide comprehensive post warranty Maintenance Contract at Mumbai and other locations where you have rendered similar services in the past? If yes, then furnish details of such organizations. (Annexure C)	
11.	Are above past customer organisations satisfied with the performance and quality of service rendered? (Provide relevant certificates).	

Date: _____

Place: _____

Name & Signature of the tenderer
Designation

**Annexure B (2)- FORMAT FOR ENGINEER RESUME
(Who shall be deputed onsite)**

Name	
Mailing Address	
Date of Birth	
Qualification: 1) Academic 2) Professional 3) Certification	
Attach Necessary Document	
Experience in detail (Must be supported by experience certificate)	
Date of Employment in present company	
Proof of employment (Any one of these RPFIC returns Form No. 10, Professional Tax Challan or any suitable proof like salary account with bank etc. only muster or attendance card will not be accepted)	

Date: _____

Place: _____

Name & Signature of Tenderer
Designation

Tender for Annual Maintenance of computers & Printers

Annexure C – Performance Statement of Maintenance Contracts (P)

(For a period of last two years)

Bid No. _____ 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 (Rupees in lakhs)	Date of completion of Contract	
				As per contract	Actual

Date: _____

Place: _____

Signature of the Tenderer

Annexure D - Bid Form: PRICE SCHEDULE (PS)

This is to be returned in original along with the Tender in ENVELOPE –II (Commercial Offer)

Tender No.

Last Date and Time for receipts of tender offers: Time.

Time and Date of Opening of tender offers : Time.

Please note that the Tenderer should quote the prices in the following format. The details of Items for which AMC is proposed and the location of the items is given in Annexure-I and II attached herewith.

Sr. No	Item Description	Total No. of Items	Per Item Price (Rs.)	
			Per Item	Total cost
1	2	3	4	5
1	Computers	203		
2	Printers	31		

[Total cost of maintenance for 1 years] in Rs. (In Words ...)

Place:

(Signature of Tenderer)

Date:

Company Name with stamp

Undertaking :

- 1) The costs quoted above are considering comprehensive maintenance and repairs but are excluding the cost of consumables like printer band, printer heads, floppies, ribbons, compact disks etc.
- 2) We understand that the total costs quoted will be considered for Financial Evaluation.
- 3) Prices are inclusive of all taxes & duties (excluding GST) for one year.
- 4) Prices are valid for the entire contract period and no request for revision shall be made by us.
- 5) Earnest Money Deposit in the form of DD/Pay Order of nationalized/scheduled bank of Rs.15, 000/- valid for the period of six months has been submitted.
- 6) We understand that the service contract shall be awarded on the basis of L1 (lowest quote) of the „Total cost of maintenance for one year.

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

Place:

(Signature of Tenderer)

Date:

Company Name with stamp

Annexure E- DRAFT CONTRACT FORM (CF)

AGGREMENT 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 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 he 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 the expiry of 12 months from the date of entering into the contract unless and until the party decides to cancel the contract at any time upon giving 30 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 Vendor as hereinafter mentioned the Vendor 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 vendor 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 contract fails to deliver the services in accordance with the conditions mentioned in the contract, the Director of Economics and Statistics shall at his option be entitled either: to recover from the vendor as agreed liquidated damages or by way of penalty a sum not exceeding 1/2 % of the price of the contract which the vendor has failed to deliver as aforesaid for

Tender for Annual Maintenance of computers & Printers

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 vendor on the amount and at the risk of the vendor without cancelling the contract in respect of the consignment not yet due for delivery, 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 – F
Directorate of Economics and Statistics
Tender Notice for Annual Maintenance Contract

CHECK LIST

ENVELOPE-I (Technical offer)

Make Tick Mark

- | | |
|--|--------------------------|
| 1. Index of documents | <input type="checkbox"/> |
| 2. Tender offer form (Annexure-A) | <input type="checkbox"/> |
| 3. E.M.D. Pay Order | <input type="checkbox"/> |
| 4. Details of Tenderer [Annexure- B(I)] | <input type="checkbox"/> |
| 5. Format for Engineer Resume [Annexure- B(II)] | <input type="checkbox"/> |
| 6. Performance statement of maintenance contract (P) (Annexure-C) | <input type="checkbox"/> |
| 7. ISO Certificate | <input type="checkbox"/> |
| 8. ST clearance certificate | <input type="checkbox"/> |
| 9. Letter of acceptance of all terms & conditions of the tender document | <input type="checkbox"/> |
| 10. Power of Attorney in favour of the person signing the bids. | <input type="checkbox"/> |

ENVELOPE-II (Commercial offer)

- | | |
|--|--------------------------|
| Bid Form - Price Schedule: PS (Annexure D) | <input type="checkbox"/> |
|--|--------------------------|
