Directorate of Economics and Statistics
Planning Department, Government of Maharashtra

eTender for Comprehensive Maintenance of active components of network devices

Tender Notification No: AMC-2021/MND/8/COMP

Issued By
The Director
Directorate of Economics & Statistics
Administrative Bldg., 8th floor, Govt. Colony,
Bandra (E), Mumbai 400 051
Ph No. 022-26400053 / 26400178
Fax No. 022-26559492
E-Mail: jtdiredp.des@maharashtra.gov.in
dir.des@maharashtra.gov.in
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Tender Notice (Invitation for Bid)

Tender Notice No. AMC-2021/MND/8/COMP
Directorate of Economics and Statistics
8th Floor, Administrative Building,
Government Colony, Bandra (East),
Mumbai - 400 051.
Date: 02/07/2020

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 16th Jun 2020 to 20th Aug 2021 in the office located at below mentioned address

SCHEDULE OF REQUIREMENT

<table>
<thead>
<tr>
<th>Tender</th>
<th>Earnest Money Deposit (E.M.D.) (Refundable)</th>
<th>Tender Cost (Non – Refundable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance of active components of network devices in DES office at Administrative Bldg., 8th Floor, Bandra (E), Mumbai – 400 051</td>
<td>₹ 15,000/-</td>
<td>₹ 1000/-</td>
</tr>
</tbody>
</table>

The e-tender document with terms & conditions and specifications of active components of network devices is available from 02/07/2020 on website https://mahatenders.gov.in (Tender reference No. AMC-2021/MND/8/COMP). Last date of online submission of this tender is 09/07/2020 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: 02/07/2020

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

<table>
<thead>
<tr>
<th>#</th>
<th>Information</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Project Name</td>
<td>Comprehensive maintenance of active components of network devices for the period from 16th Jun 2020 to 20th Aug 2021 in DES office at Administrative Bldg., 8th Floor, Bandra (E), Mumbai – 400 051</td>
</tr>
<tr>
<td>2.</td>
<td>Tender document reference No</td>
<td>Reference No.AMC-2021/MND/8/COMP Date: 02/07/2020</td>
</tr>
<tr>
<td>3.</td>
<td>Tender Fee (Non-refundable)</td>
<td>INR 1000/- (₹ One Thousand only) To be submitted online at <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> Bidders under MSME category are exempted from Tender fee.</td>
</tr>
<tr>
<td>4.</td>
<td>Earnest Money Deposit (Refundable)</td>
<td>INR 15,000/- (₹ Fifteen Thousand only) To be submitted online at <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> Bidders under MSME category are exempted from EMD.</td>
</tr>
<tr>
<td>5.</td>
<td>Tender Validity Period</td>
<td>180 Days</td>
</tr>
<tr>
<td>6.</td>
<td>Performance Bank Guarantee</td>
<td>5% of the contract value</td>
</tr>
<tr>
<td>7.</td>
<td>Performance Security Validity Period</td>
<td>4 months after expiration of all the Contractual Obligations</td>
</tr>
<tr>
<td>8.</td>
<td>Availability of Tender Document</td>
<td>02/07/2020 from 17.00 Hrs</td>
</tr>
<tr>
<td>9.</td>
<td>Last date for submission Pre-bid Queries for clarifications via email</td>
<td>Date - 06/07/2020 Time - 13.00 Hrs</td>
</tr>
<tr>
<td>10.</td>
<td>Last date (deadline) for uploading the tender on e-Tendering website</td>
<td>Up to 09/07/2020 till 15.00 Hrs at <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a></td>
</tr>
<tr>
<td>11.</td>
<td>Date of online opening of Technical Proposals received in response to the Tender Notice</td>
<td>On 09/07/2020 on 16.00 Hrs</td>
</tr>
<tr>
<td>12.</td>
<td>Place, Time and Date of opening of Commercial proposals received in response to the Tender Notice</td>
<td>To be informed later to the shortlisted tenderers</td>
</tr>
<tr>
<td>13.</td>
<td>Contact person for queries</td>
<td>Mr. Vaman B. Kale, Additional Director (EDP) Ph.: 022 22797026/22/23 Mobile No.s : 9892650585, 9757059893, 9096508935</td>
</tr>
<tr>
<td>14.</td>
<td>Email ID, Phone No:</td>
<td>Email Id: <a href="mailto:jtdiredp.des@maharashtra.gov.in">jtdiredp.des@maharashtra.gov.in</a> <a href="mailto:dir.des@maharashtra.gov.in">dir.des@maharashtra.gov.in</a> Ph.: 022 22797026/22/23</td>
</tr>
<tr>
<td>15.</td>
<td>Submission Type</td>
<td>e-tendering system</td>
</tr>
</tbody>
</table>
Glossary

<table>
<thead>
<tr>
<th>Term</th>
<th>Meaning</th>
</tr>
</thead>
<tbody>
<tr>
<td>BoQ</td>
<td>Bill of Quotes (Commercial Offer / Price Schedule)</td>
</tr>
<tr>
<td>Committee</td>
<td>Tender Evaluation Committee</td>
</tr>
<tr>
<td>Contract Value</td>
<td>Price payable to the successful tenderer under the contract for the full and satisfactory performance of the contractual obligation</td>
</tr>
<tr>
<td>DES</td>
<td>Directorate of Economics and Statistics, Planning Department, GoM</td>
</tr>
<tr>
<td>EDP</td>
<td>Electronic Data Processing</td>
</tr>
<tr>
<td>EMD</td>
<td>Earnest Money Deposit</td>
</tr>
<tr>
<td>GoM</td>
<td>Government of Maharashtra</td>
</tr>
<tr>
<td>Government</td>
<td>Government of India or GoM</td>
</tr>
<tr>
<td>ISO</td>
<td>International Organization for Standardization</td>
</tr>
<tr>
<td>LoI</td>
<td>Letter of Intent</td>
</tr>
<tr>
<td>MSME</td>
<td>Micro, Small and Medium Enterprise</td>
</tr>
<tr>
<td>NDA</td>
<td>Non-Disclosure Agreement</td>
</tr>
<tr>
<td>PBG</td>
<td>Performance Bank Guarantee of any nationalised or scheduled bank</td>
</tr>
<tr>
<td>PQCR</td>
<td>Pre-Qualification Criteria</td>
</tr>
<tr>
<td>RFP</td>
<td>Request for Proposal</td>
</tr>
<tr>
<td>Tenderer</td>
<td>Entity which will respond to this bid</td>
</tr>
</tbody>
</table>
Part - I: 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 or The Bidder" 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 New Administrative Bldg., 8th Floor, Government Colony, Bandra (E), Mumbai – 400 051 is given in the Annexure- A.

3. Sources of Funds

The Work Order for the Service 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

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- A.

The rates quoted should be valid for acceptance upto 20th Aug 2021. 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 14 months starting from 16th Jun 2020 to 20th Aug 2021. 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 Annexure – I with Terms and Conditions. Even during the period, the service contract is valid, the DES reserves the rights to call for fresh price bids for Service Maintenance Contract.

6. Cost of Tender Document

Tenderer should pay price of the tender INR 1,000/- (₹ One Thousand only) to be submitted online at https://mahatenders.gov.in Details should be attached along with the Technical Bid. Bidders under MSME category are exempted from Tender fee.
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. 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. The Tenderer should have proven experience of undertaking such maintenance contracts. 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:

<table>
<thead>
<tr>
<th>#</th>
<th>Pre-Qualification Criteria</th>
<th>Documents required substantiating pre-qualifying criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>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 31.03.2020.</td>
<td>Copy of Certificate of Incorporation / Registration Certificate</td>
</tr>
<tr>
<td>2</td>
<td>The tenderer must be in profit for the last three financial years (i.e. 2017-18, 2018-19 and 2019-20).</td>
<td>Copy of the audited balance sheet and Profit &amp; Loss statement of the company in each of the following 2 financial years (2017-18, 2018-19 and 2019-20)</td>
</tr>
<tr>
<td>3</td>
<td>Average annual turnover of the tenderer from the maintenance services of network devices for last three financial years (i.e. 2017-18, 2018-19 and 2019-20) should be at least ₹ 15 lakh.</td>
<td>Certificate from the Auditor/ Chartered Accountant clearly stating annual turnover from maintenance services of network devices in each of the last 3 financial years (2017-18, 2018-19 &amp; 2019-20)</td>
</tr>
<tr>
<td>4</td>
<td>The tenderer should be ISO 9001, ISO 20000-1, and ISO 27001 Certified.</td>
<td>Certified copies of currently valid certificates to be submitted as proof</td>
</tr>
<tr>
<td>5</td>
<td>The tenderer should have at least 5 full-time engineers on its permanent payroll having qualifications such as CCIE R&amp;S, CCIE, CCNP, CCNA.</td>
<td>Declaration from HR attached as Annexure - F</td>
</tr>
<tr>
<td>6</td>
<td>Tenderer should be CISCO and FORTINET authorised partner in India to support CISCO and FORTINET Infrastructure setup at DES locations.</td>
<td>Certified copies of currently valid Manufacturer authorisation certificates to participate in tender issued by FORTINET as well as CISCO to be submitted as proof in the form of Annexure – J.</td>
</tr>
</tbody>
</table>
1. Pre-Qualification Criteria

<table>
<thead>
<tr>
<th>#</th>
<th>Pre-Qualification Criteria</th>
<th>Documents required substantiating pre-qualifying criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>The tenderer should have successfully managed/maintained at least one site of Government or Government undertakings or private corporate organisations.</td>
<td>Performance Statement (Annexure - E) (List of sites under management in 2018-19 &amp; 2019-20) along with a copy of the work order/contract &amp; a letter of satisfactory performance.</td>
</tr>
<tr>
<td>8</td>
<td>The tenderer should not have been blacklisted by Central / State Government in India at the time of submission of the Bid</td>
<td>Self-declaration letter by tenderer as per format given in the Tender Document (Annexure - G)</td>
</tr>
<tr>
<td>9</td>
<td>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 February, 2020.</td>
<td>Proof of valid GST Registration in India &amp; Copy of PAN Card</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Copy of GST paid / GST certificate from the competent authority showing the GST paid up to February, 2020.</td>
</tr>
<tr>
<td>10</td>
<td>Tenderer must have office located in Mumbai metro region.</td>
<td>Copy of document supporting office located in Mumbai metro region must be submitted (Proof of Office Address)</td>
</tr>
</tbody>
</table>

2. 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/Proforma in the tender are not fully furnished.

3. 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.

4. Pre-Bid Queries

The purpose of the pre-bid meeting is to provide a forum to the tenderers to clarify their doubts / seek clarification or additional information, necessary for them to submit their bid. Nevertheless, due to the present situation caused by COVID-19; the Pre-Bid meeting may not be convenient. However, the pre-bid queries through e-mail shall suffice the purpose. Hence, DES requests to send the Pre-Bid queries (if any) raised by the prospective tenderers relating to this Bid Document must be e-mailed to Mr. Vaman B. Kale, Additional Director (EDP) on jtdiredp.des@maharashtra.gov.in latest by 06/07/2020 till 13.00 Hrs. 

All the queries from the tenderers should necessarily be e-mailed in the following format as a Word Document:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Bid Document Reference (Part, Section No., Page No.)</th>
<th>Content of the Bid Document requiring clarification</th>
<th>clarification Sought / Query</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Queries submitted post the deadline mentioned or which do not adhere to the above-mentioned format may not be responded to.

All the responses to the queries (clarifications / corrigendum) shall be updated on website by 07/07/2020.

13. Amendment to Bid Document

At any time before the deadline for submission of bids, the Directorate, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, modify the Bid Document by an amendment. All the amendments made in the document would be issued as a corrigendum to the Bid and shall be made available at http://mahatenders.gov.in

The tenderers are advised to visit the websites mentioned above on regular basis for checking necessary updates. DES also reserves the rights to amend the dates mentioned in this bid process.

In order to afford prospective Tenderers reasonable time in which to take the amendment into account in preparing their bids, DES may, at its discretion, extend the last date for the receipt of Bids

14. Right to Terminate the Process

DES may terminate the Bid Document process at any time and without assigning any reason. DES makes no commitments, express or implied, that this process will result in a business transaction with anyone

This Bid Document does not constitute an offer by DES. The tenderer's participation in this process may result in DES selecting the tenderer to engage in further discussions and negotiations toward selection. The commencement of such negotiations does not, however, signify a commitment by DES to execute a contract or to continue negotiations. DES may terminate negotiations at any time without assigning any reason.

15. Language of Bid

The Bids prepared by the Tenderer and all correspondence and documents relating to the bids exchanged by the Tenderer and DES, shall be written in English language, provided that any printed literature furnished by the Tenderer in another language shall be accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the tenderer.

16. Bid submission format

The entire proposal shall be strictly as per the format specified in this Bid Document. Details of the formats are given in Annexures of this document. Tenderer shall ensure that the bid documents are submitted in the respective folder online.

17. Documents comprising of Bids

The following table is provided as the guideline for submitting various important documents online along with the bid.

<table>
<thead>
<tr>
<th>#</th>
<th>Type of Envelop</th>
<th>Documents to be submitted</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>Pre-Qualification cum</td>
<td>✓ Bid Cover Letter (TENDER OFFER FORM (TOF) /Pre-Qualification cum Technical Proposal) ✓ Power of attorney / board resolution to the authorized Signatory of the Bid</td>
</tr>
</tbody>
</table>
eTender for Comprehensive Maintenance for network devices at DES, GoM, Mumbai.

<table>
<thead>
<tr>
<th>#</th>
<th>Type of Envelop</th>
<th>Documents to be submitted</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Technical Folder (Envelop A)</td>
<td>✓ Online payment receipt of E.M.D. of ₹ 15,000/- &amp; Online payment receipt of Tender Fee of ₹ 1,000/-</td>
</tr>
<tr>
<td></td>
<td></td>
<td>✓ Bidder in MSME category and seeks exemption for tender fee and EMD, has to submit documents regarding registration as MSME with concerned competent authority</td>
</tr>
<tr>
<td></td>
<td></td>
<td>✓ Particulars of the Tenderers (Annexure-D)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>✓ Proof of Office address in Mumbai metro region</td>
</tr>
<tr>
<td></td>
<td></td>
<td>✓ Copy of Certificate of Incorporation/ Registration Certificate</td>
</tr>
<tr>
<td></td>
<td></td>
<td>✓ Copy of the audited balance sheet and Profit &amp; Loss statement of the company in each of the following 3 financial years (2017-18, 2018-19 and 2019-20)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>✓ Certificate from the Auditor/ Chartered Accountant clearly stating annual turnover from maintenance services of network devices in each of the last 3 financial years (2017-18, 2018-19 &amp; 2019-20)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>✓ Certified copies of currently valid certificates of ISO 9001, ISO 20000-1, and ISO 27001</td>
</tr>
<tr>
<td></td>
<td></td>
<td>✓ Performance Statement (Annexure - E) (i.e. List of sites under management in 2018-19 and 2019-20) along with a copy of the work order/contract &amp; a letter of satisfactory performance.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>✓ Certified copies of currently valid Manufacturer authorisation certificates to participate in tender issued by FORTINET as well as CISCO to be submitted as proof in the form of Annexure – J.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>✓ Declaration from HR attached as Annexure - F</td>
</tr>
<tr>
<td></td>
<td></td>
<td>✓ Self-declaration letter for not being blacklisted by Central/State Govt (Annexure - G)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>✓ Proof of valid GST Registration in India &amp; Copy of PAN Card</td>
</tr>
<tr>
<td></td>
<td></td>
<td>✓ Copy of GST certificate from the competent authority showing the GST paid up to February, 2020.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>✓ Undertaking in format given in Annexure-H</td>
</tr>
<tr>
<td></td>
<td>Commercial Proposal Folder</td>
<td>✓ Commercial Bid (in the BoQ format)</td>
</tr>
<tr>
<td>02</td>
<td>(BoQ)</td>
<td></td>
</tr>
</tbody>
</table>

Tenderer shall furnish the required information on their Pre-Qualification cum Technical Proposals and commercial proposals in enclosed formats only. Any deviations in format may make the tender liable for rejection. Disclosure of Commercial information of the bid in Pre-Qualification cum Technical Proposal may be sufficient grounds for rejection of the bid.

18. 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 handwritten 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
19. Costs and Currency

The offer must be given in Indian Rupees (₹) only.

20. 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.

21. Earnest Money Deposit (EMD) and Refund

Tenderers are required to submit EMD of ₹15,000/- (Rupees Fifteen Thousands only) online on the https://mahatenders.gov.in portal. Bidders under MSME category are exempted from EMD. Unsuccessful Tenderer’s bid security will be discharged/returned within 45 days after the expiration of the period of tender offer validity prescribed by the DES. The successful Tenderer’s bid security/EMD will be discharged upon the tenderer executing the Contract and furnishing the Security deposit/performance security in the form of performance bank guarantee (5% of Contract value). The bid security/EMD may be forfeited if a Tenderer withdraws its bid during the period of bid validity or in case of a successful Tenderer, if the Tenderer fails:

a) To sign the contract in accordance with the terms and conditions
b) To furnish performance bank guarantee as specified in the terms and conditions

22. Submissions of Bids

- Complete bidding process will be online (e-tendering). All the notification & detailed terms and conditions regarding, this tender notice hereafter will be published online on web site https://mahatenders.gov.in.
- Bidding documents can be seen, downloaded and submitted in electronic format on the website. The deadline for submission of bid is specified in this document.
- Pre-Qualification cum Technical Proposal bids will be opened online on website http://mahatenders.gov.in as mentioned in this tender document.
- Tenderers should submit information & scanned copies in only PDF format in Pre-Qualification cum Technical Proposal Envelope as mention in the Bid Document.
- Uploaded documents of successful tenderer may be verified with the original before signing the agreement. The successful tenderer has to provide the originals to the concerned authority.
- No physical documents of Pre-Qualification cum Technical Proposal and Commercial Bid envelopes shall be accepted. Only the soft copies need to be uploaded on e-tendering website.
- The Bidder has to fill the details for price bid only in the BoQ format provided in the https://mahatender.gov.in portal for Commercial Proposal.
- All the prices are to be entered in Indian Rupees (₹) ONLY.
- The Bidder needs to account for all Out of Pocket expenses due to Boarding, Lodging and other related items.
- Prices indicated in the schedules shall be excluding of all taxes, Levies, duties etc. It is mandatory to provide breakup of all type of applicable Taxes, Duties & Levies wherever asked for at the time of raising invoice. During the payment stage, DES reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies etc.
- The Contract Price shall be a firm lump sum not subject to any alteration.
The service provider shall be deemed to have satisfied itself as to the correctness and sufficiency of the contract price, which shall, except as otherwise provided for in the contract, cover all its obligations under the contract.

In case there is a discrepancy between the amount specified in figures and words, the amount specified in words would prevail.

Time and date of opening of Commercial bids will be informed by email to technically qualified tenderer.

The guidelines to download the tender documents and online submission of bids and procedure of tender opening can be downloaded from website http://mahatenders.gov.in.

All documents are mandatory, however, DES reserves right to waive minor infirmity / non-conformity or call for clarifications / additional documents. The tenderer will have to submit additional document / clarification within 3 working dates from the date of issue of the letter / mail seeking clarification / additional document.

The Director, Directorate of Economics & Statistics, reserves the right to accept or reject any or all the tenders without assigning any reason.

23. Evaluation Process

The Tenderer must possess the technical know-how and the financial ability that would be required to successfully provide the services sought by DES, for the entire period of the contract. The Tenderer’s Bid must be complete in all respects, conform to all the requirements, terms and conditions and specifications as stipulated in the Bid Document.

The evaluation process of the Bid Document proposed to be adopted by DES is indicated under this clause. The purpose of this clause is only to provide the Tenderer an idea of the evaluation process that DES may adopt. However, The Director, DES reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever, and without any requirement of intimating the Tenderer of any such change.

DES shall appoint an Evaluation Committee (EC) to scrutinize and evaluate the technical and commercial bids received. The EC will examine the Bids to determine whether they are complete, responsive and whether the Bid format confirms to the Bid Document requirements. DES may waive any informality or non-conformity in a Bid which does not constitute a material deviation according to DES.

There should be no mention of bid prices in any part of the Bid other than the Commercial Bids.

24. Opening of Bids

All the Bids received within the deadline shall be opened at the date, place and time mentioned in this tender document.

The Tenderers representatives who are present at the time of opening shall be requested to sign the attendance sheet.

Authorisation letter in the name of the person attending bid opening meeting needs to be submitted on the letterhead of the Tenderer during bid opening.

Once the bids are opened each bid will be checked for pre-qualification criteria.

25. Period of Validity of Bids

Bids shall remain valid for the period of 180 days after the bid submission deadline date prescribed by DES. A bid valid for a shorter period shall be rejected by DES as non-responsive.
The exceptional circumstances, prior to the expiration of the bid validity period, DES may request Tenderers to extend the period of validity of their Bids. The request and the responses shall be made in writing. In this case, the EMD shall also be extended for Thirty days (30) beyond the deadline of the extended validity period. A Tenderer may refuse the request without forfeiting its EMD. A Tenderer granting the request shall not be required or permitted to modify its bid.

No interest will be paid by DES on amount of EMD.

26. Clarification of Offers

To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Tenderers, DES may, at its discretion, ask any Tenderer for a clarification of its bid. In such cases, original copy of the document describing the technical clarifications must be sent to the DES by means of courier / in person. Any clarification submitted by a Tenderer that is not in response to a request by DES shall not be considered, and DES’s request for clarification and the response shall be in writing. If the Bid includes a financial proposal, no change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by DES in the evaluation of the Bids.

If a Tenderer does not provide clarifications of its bid by the date and time set in DES’s request for clarification, its bid shall be rejected.

27. Non-Material Non-Conformities

Provided that a bid is substantially responsive, DES may waive any non-conformity in the bid that does not constitute a material deviation, reservation or omission.

DES may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities in the bid related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the bid. Failure of the Tenderer to comply with the request may result in the rejection of its bid.

28. Opening of Commercial Bid

The commercial bids of only technically successful tenderers will be opened. DES shall notify the technically qualified tenderers about the date of opening the Commercial Bids on e-Tender website.

The Commercial Bids will be opened and assessed by DES for completeness and accuracy. Arithmetical errors will be rectified on the following basis—

- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
- If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- If there is a discrepancy between words and figures, the amount in words will prevail unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the points above.
- The amount stated in the proposal form, adjusted in accordance with the above mentioned procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in which case the proposal price shall govern.

If the tenderer does not accept the correction of errors, its bid will be rejected and the bid security may be forfeited.
29. 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 committee. 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 14 months (16th Jun 2020 to 20th Aug 2021) “(given in Annexure - H)”.

30. 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 annul 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 Indenter's action.

31. 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.

32. 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 Indenter 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 an execution of a contract to the detriment of the Indenter, 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 Indenter of the benefits of the free and open competition.

The Indenter 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 Indenter 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.

33. 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 and date the contract and return it to the DES.
PART -II: Terms and Conditions

1. Performance Bank Guarantee

Performance Bank Guarantee (5% 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 for 18 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 5 parts of contract period viz. initial payment of 60%, 10% after successful completion of first six months; 10% after successful completion of nine months; 10% after successful completion of twelve months and the remaining last 10% after successful completion of 14 months of contract or 20th August, 2021 whichever is later. The DES will make the payments after deducting the penalty. The payment shall be made within 45 days from the date of presentation of invoice.

3. Penalty Clause

3.1 The penalty clauses shall become applicable after 30 days acceptance period 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 to be paid to the Service Provider.

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 Fourteen months i.e. 16th June 2020 to 20th Aug 2021 from the date of award of contract 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 extra 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 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.
PART- III: Annexures

Annexure - A: 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 16th JUNE, 2020 TO 20th AUG 2021.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Active Components</th>
<th>Name of company</th>
<th>Model no.</th>
<th>Serial number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>FIREWALL</td>
<td>FORTINET</td>
<td>FORTIGATE 300C</td>
<td>FG300C3914603212</td>
</tr>
<tr>
<td>2</td>
<td>NETWORK MODULAR SWITCH</td>
<td>CISCO</td>
<td>WS-3750X-24T-L</td>
<td>FDO1909P1GX</td>
</tr>
<tr>
<td>3</td>
<td>NETWORK MODULAR SWITCH</td>
<td>CISCO</td>
<td>WS-C2960X-24TS-L</td>
<td>FOC1909S2W0</td>
</tr>
<tr>
<td>4</td>
<td>48 PORT SWITCH</td>
<td>CISCO</td>
<td>WS-C2960X-24TS-L</td>
<td>FOC1909S2XH</td>
</tr>
<tr>
<td>5</td>
<td>48 PORT SWITCH</td>
<td>CISCO</td>
<td>WS-C2960X-48TS-L</td>
<td>FOC1908S33C</td>
</tr>
<tr>
<td>6</td>
<td>48 PORT SWITCH</td>
<td>CISCO</td>
<td>WS-C2960X-48TS-L</td>
<td>FOC1908S33F</td>
</tr>
<tr>
<td>7</td>
<td>48 PORT SWITCH</td>
<td>CISCO</td>
<td>WS-C2960X-48TS-L</td>
<td>FOC1908S33E</td>
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<td>8</td>
<td>48 PORT SWITCH</td>
<td>CISCO</td>
<td>WS-C2960X-48TS-L</td>
<td>FOC1908S344</td>
</tr>
<tr>
<td>9</td>
<td>24 PORT NORMAL SWITCH</td>
<td>D-LINK</td>
<td></td>
<td>S00R1E2000775</td>
</tr>
<tr>
<td>10</td>
<td>ROUTER</td>
<td>CISCO</td>
<td>CISCO3925-CHASIS</td>
<td>FHK1405F42V</td>
</tr>
</tbody>
</table>
Annexure - B: TENDER OFFER FORM (TOF) /Pre-Qualification cum Technical Proposal

Date: ________/__/2020

Tender Reference No.: AMC-2021/MND/8/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 2021 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.

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

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 of …………………..2020

Signature ………………………..

(In the Capacity of:) …………………….

Duly authorized to sign the tender offer for and on behalf of
Annexure - C: Check-list for the documents to be included in the Pre-Qualification cum Technical Proposal

<table>
<thead>
<tr>
<th>#</th>
<th>Documents to be submitted</th>
<th>Submitted (Y/N)</th>
<th>Documentary Proof (Page No.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bid Covering Letter (TENDER OFFER FORM (TOF) /Pre-Qualification cum Technical Proposal)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Power of attorney / board resolution to the authorized Signatory of the Bid</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Online payment receipt of E.M.D. of ₹ 15,000/- &amp; Online payment receipt of Tender Fee of ₹ 1,000/-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Copy of certificates of registration as MSME with concerned competent authority for Bidder under MSME category seeking exemption for Tender Fee and EMD.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Particulars of the Tenderers (Annexure-D)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Proof of Office address in Mumbai metro region.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Copy of Certificate of Incorporation /Registration Certificate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Copy of the audited balance sheet and Profit &amp; Loss statement of the company in each of the following 2 financial years (2018-19 and 2019-20)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Certificate from the Auditor/ Chartered Accountant clearly stating income from maintenance services of network devices in each of the last 3 financial years (2017-18, 2018-19 and 2019-20)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Certified copies of currently valid certificates of ISO 9001, ISO 20000-1, and ISO 27001</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Certified copies of currently valid Manufacturer authorisation certificates to participate in tender issued by FORTINET as well as CISCO (Annexure – J).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Declaration from HR attached as Annexure - F</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Self-declaration letter for not being blacklisted by Central/State Govt (Annexure -G)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Proof of valid GST Registration and copy of PAN card</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Copy of GST paid / GST certificate from the competent authority showing the GST paid up to February, 2020.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Undertaking in format given in Annexure-H</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Annexure - D: PARTICULARS OF TENDERER

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

<table>
<thead>
<tr>
<th>SrNo.</th>
<th>Item</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name of the Company</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Mailing Address</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Office Address in Mumbai metro region (please attach proof)</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Telephones and Fax numbers</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Name of the Owner / Managing Director</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Corporate Headquarters Address</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Phone No. and Fax No.</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Web Site Address</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Details of Company’s Registration (Please enclose copy of the company registration document)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Name of Registration Authority</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Registration Number and Year of Registration</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>If MSME, Details of MSME’s Registration (Please enclose copy of the MSME registration document)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Name of Competent MSME Registration Authority</td>
<td></td>
</tr>
<tr>
<td></td>
<td>MSME Registration Number and Year of Registration</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>GST Registration No.</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Permanent Account Number (PAN) of the agency</td>
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<tr>
<td>13</td>
<td>Turnover of the company (₹ lakhs)</td>
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</tr>
<tr>
<td></td>
<td>2017-2018</td>
<td>1) ₹ …………</td>
</tr>
<tr>
<td></td>
<td>2018-2019</td>
<td>2) ₹ …………</td>
</tr>
<tr>
<td></td>
<td>2019-2020</td>
<td>3) ₹ …………</td>
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</tbody>
</table>
14. 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.

15. Copy of GST Paid / GST Clearance Certificate (up-to February 2020) attach

16. Do you provide comprehensive post warranty Maintenance Contract at Mumbai and other locations where you have rendered similar services in the past three years 2017-18, 2018-19 and 2019-20? If yes, then furnish details of such organizations (Annexure - E)

17. Actual Contract value with any Govt. department or Govt. undertaking or private corporate organization undertaken during last two years or Contracts in hand.

<table>
<thead>
<tr>
<th>Year</th>
<th>Number</th>
<th>Value (in ₹)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017-2018</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2018-2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2019-2020</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

18. 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
eTender for Comprehensive Maintenance for network devices at DES, GoM, Mumbai.

Annexure - E: Performance Statement of Maintenance Contracts (P)
(For a period of last three years viz. 2017-18, 2018-19 and 2019-20)

Bid No. No: AMC-2021/MND/8/COMP Date of opening _____________ Time ______________ hrs

Name of the Firm __________________________________________

<table>
<thead>
<tr>
<th>Order Number and Date</th>
<th>Order Placed by (full address of Organisations)</th>
<th>Description of services rendered</th>
<th>Value of order (₹ in lakh)</th>
<th>Date of completion of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>As per contract</td>
</tr>
</tbody>
</table>

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

Date: _______
Place: _______

Signature of the Tenderer
Annexure - F: 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: AMC-2021/MND/8/COMP, Dated: )

Sir/Madam,

We hereby declare that there are at least 5 full-time engineers on our permanent payroll having qualifications such as CCIE R &S, CCIE, CCNP, CCNA.

Yours faithfully,

Signature:
Name of signatory:
Designation:
Rubber Stamp:
Annexure - G: 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 Madam,

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,

____________________________________
Signature of Authorized Signatory (with official seal)
Date :
Name :
Designation :
Address :
Telephone & Fax :
E-mail address :
Annexure - H: Bid Form: PRICE SCHEDULE (PS)

(This commercial offer is to be submitted online in the form of BoQ)

Tender No. AMC-2021/MND/8/COMP

Please note that the Tenderer should quote the prices online in the form of BoQ for the following for a period of 16th June, 2020 to 20th Aug 2021.

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Item Description</th>
<th>Name of company</th>
<th>Model no.</th>
<th>Serial number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>FIREWALL</td>
<td>FORTINET</td>
<td>FORTIGATE 300C</td>
<td>FG300C3914603212</td>
</tr>
<tr>
<td>2</td>
<td>NETWORK MODULAR SWITCH</td>
<td>CISCO</td>
<td>WS-3750X-24T-L</td>
<td>FDO1909P1GX</td>
</tr>
<tr>
<td>3</td>
<td>NETWORK MODULAR SWITCH</td>
<td>CISCO</td>
<td>WS-C2960X-24TS-L</td>
<td>FOC1909S2W0</td>
</tr>
<tr>
<td>4</td>
<td>48 PORT SWITCH</td>
<td>CISCO</td>
<td>WS-C2960X-24TS-L</td>
<td>FOC1909S2XH</td>
</tr>
<tr>
<td>5</td>
<td>48 PORT SWITCH</td>
<td>CISCO</td>
<td>WS-C2960X-48TS-L</td>
<td>FOC1908S33C</td>
</tr>
<tr>
<td>6</td>
<td>48 PORT SWITCH</td>
<td>CISCO</td>
<td>WS-C2960X-48TS-L</td>
<td>FOC1908S33F</td>
</tr>
<tr>
<td>7</td>
<td>48 PORT SWITCH</td>
<td>CISCO</td>
<td>WS-C2960X-48TS-L</td>
<td>FOC1908S33E</td>
</tr>
<tr>
<td>8</td>
<td>48 PORT SWITCH</td>
<td>CISCO</td>
<td>WS-C2960X-48TS-L</td>
<td>FOC1908S344</td>
</tr>
<tr>
<td>9</td>
<td>24 PORT NORMAL SWITCH</td>
<td>D-LINK</td>
<td></td>
<td>S00R1E2000775</td>
</tr>
<tr>
<td>10</td>
<td>ROUTER</td>
<td>CISCO</td>
<td>CISCO3925 - CHASIS</td>
<td>FHK1405F42V</td>
</tr>
</tbody>
</table>

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) Earnest Money Deposit of ₹ 15,000/- valid for the period of six months should be submitted online only.
6) We understand that the service contract shall be awarded on the basis of L1 (lowest quote) of the Total cost of maintenance for 16th June, 2020 to 20th Aug 2021.
7) All the items tendered for maintenance are quoted.

I/We have read the Tender document including points at 1), 2), 3), 4), 5), 6), and 7) above. I/We shall abide to all terms & conditions mentioned in the tender document along with points at 1), 2), 3), 4), 5), 6) and 7) above.

Place: (Signature of Tenderer)
Date: Company Name with stamp
Annexure - I: DRAFT CONTRACT FORM (CF)

AGREEMENT MADE this _____ day __________________ of Two thousand _______ ______ ________ _______ (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 2021 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:
eTender for Comprehensive Maintenance for network devices at DES, GoM, Mumbai.

to recover from the Service Provider as agreed liquidated damages or by way of penalty a sum not exceeding $\frac{1}{2}$% 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.  
Witness:  
1. For Directorate of Economics and Statistics On behalf of the Governor of Maharashtra, Mumbai.
2.
Annexure - J: Authorisation Certificate from FORTINET and CISCO

1) Authorisation Certificate from FORTINET (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 eTender Notification No. AMC-2021/MND/8/COMP, Dated ___________ published on Mahatender 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 bid for supply against this tender by the above firm.

The authorization is valid up to 20 Aug 2020.

Yours faithfully,

(Name)

For and on behalf of M/s. ________________ (Name of manufacturers) / OEM
2) 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 eTender Notification No. AMC-2021/MND/8/COMP, Dated ______ published on Mahatender 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 20 Aug 2020.

Yours faithfully,

(Name)

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