



Maharashtra State AIDS Control Society, Mumbai

Ackworth Leprosy Complex, R A Kidawai Road, Wadala (W), Mumbai-400 031.

Website : <https://phd.maharashtra.nextprocure.in>, <http://mahasacs.org>

(linked to website : <https://phd.maharashtra.nextprocure.in>)

Email: procurement@mahasacs.org

Phone : 022-024113097/24115619/24115791

Tender for appointment of agency for Comprehensive Annual Maintenance Contract for Computers, Printers, Laptop, Projector, 10 Lane Switches with 80 Port, 14 CCTV Cameras, Internet Lease line, Window Based Server, One Residential Engineer etc. & IT Related all Support.

Not Transferable

Tender reference No:

MSACS/Proc/Annual Contract / IT Service/2024-25

E- Tender No.

Issued to

M/s.....

Maharashtra State AIDS Control Society, Mumbai

E- Tender No. :

Project Director, Maharashtra State AIDS Control Society, Mumbai invites E- tender under National AIDS Control Programme (IV) in two envelope system from interested and eligible service provider / agencies for following Service.

Description
Tender for appointment of agency for Comprehensive Annual Maintenance Contract for Computers, Printers, Laptop, Projector, 10 Lane Switches with 80 Port, 14 CCTV Cameras, Internet Lease line, Window Based Server, One Residential Engineer etc. & IT Related all Support.

Detailed specification regarding E tender is available on official website

<https://phd.maharashtra.nextprocure.in>

TENDER SCHEDULE

All bid related activities (Process) like Tender Document Download, Bid Preparation, Bid submission and submission of EMD and other documents will be governed by the time schedule given under Key Dates as mention below:

	Start Date and time	End Date and Time
Tender Document Downloading	08-07-2024 11.00 Hrs	12-07-2024 17.30 Hrs
Bid Submission	08-07-2024 11.00 Hrs	12-07-2024 17.30 Hrs
Tender Opening	15-07-2024 11.00 Hrs	

Note :

Pre bid meeting will be held on 09-07-2024 at 11.00 a.m. at below mentioned address. Bidder's representative may attend Pre Bid Meeting. Bidder's representative must carry identity proof & authorization letter issued by bidder to attend pre bid meeting.

Address for communication :	Office of the Project Director, Maharashtra State AIDS Control Society, Ackworth Leprosy Complex, R A Kidawai Road, Wadala (W), Mumbai-400 031. Phone NO : 022-024113097/24115619/24115791 Telefax : 022-24113123/24115825
------------------------------------	---

The interested bidder will have to pay service providers fee for online submission of Bid @ Rs. 750/- per tender.

A complete set of tender documents may be purchased by interested eligible bidder upon online submission of payment of a non refundable tender fee of **Rs. 3000/-** (Rupees Three Thousand Three Hundred only) as per the duration displayed in Time schedule and as per **Guidelines to contractors /bidders on the operation of electronic tendering system of Maharashtra State AIDS Control Society.**

The tenders shall be rejected summarily upon failure to follow procedure prescribed in the Tender document. The conditional tender is liable to be rejected.

Project Director, Maharashtra State AIDS Control Society, Mumbai reserves the right to increase or decrease the size of godown and also reserves the right to cancel or revise or any of the all the tenders or part of tenders without giving any reasons thereto.

Project Director,
Maharashtra State AIDS Control Society,
Mumbai

CONTENTS

Clause No.	Clause
1	Introduction
2	Eligibility criteria
3	Cost of bidding
4	Clarification of tender document
5	Amendment of tender document
6	Submission of tenders
7	Deadline for submission of tenders
8	Opening of tender
9	Period of validity of tenders
10	Earnest Money Deposit
11	Prices
12	Evaluation of tenders
13	Post qualification
14	Evaluation and Selection Criteria
15	Security deposit
16	Award of contract
17	Commencement of services
18	Contractor's obligations
19	Contractor's liability
20	Purchaser's obligations
21	Termination
22	Insolvency
23	Force majeure - obligations of the parties
24	Confidentiality
25	Payments
26	Corrupt or Fraudulent Practices
27	Penalties
28	Rider-A, Resolution of disputes etc.
29	Annexure A – Technical Support for IT Service
30	Annexure 1 - Tender Form
31	Annexure 2 - Proforma for Annual Turnover
32	Annexure 3 –Format for past performance
33	Annexure 4 - Contact Detail Form
34	Annexure 5 - Price Schedule
36	Mandatory Proforma

TERMS AND CONDITIONS:

1. Introduction

- 1.1 The Project Director, Maharashtra State AIDS Control Society, Mumbai hereinafter referred to as a “Purchaser “ invites online tender in two Envelope systems for supply of item specified in **Annexure-A** Schedule of Requirements, for the use in MSACS.
- 1.2 Interested eligible bidder may obtain further information of technical specification, required quantities and other terms and conditions applicable for procurement of E-tendering website <https://phd.maharashtra.nextprocure.in> (Public Health Department) & our web sites : <http://mahasacs.org>
- 1.3 All tender related activities (Process) like Tender Document Download, Tender Preparation and Hash submission, Tender submission and submission of EMD and other documents will be governed by the time schedule.
- 1.4 All activities of this tender are carried out online on Website <https://phd.maharashtra.nextprocure.in> The tender document is uploaded / Released on Government of Maharashtra, (GOM) e-tendering website <https://phd.maharashtra.nextprocure.in> and has to be downloaded as well as filled up and submitted online only.
- 1.5 Bidder wishes to lodge any complaint against the other bidder regarding submission of false documents, information etc. The bidder has to submit the complaint before price bid opening along with deposit of Rs.1,00,000/- (Rupees One Lac only) in the form of Demand Draft drawn in favour of “Project Director, MSACS” payable at Mumbai in terms of deposit. This issue will submit to Purchase Committee along with facts. The amount so deposited shall be refunded if after scrutiny the complaint is found to be true by the Purchase Committee. However, if the complaint found to be false and mala fide the deposit will be forfeited. No interest shall be paid against this deposit. Any complaint received after price bid opening will not be entertained.

2. Eligibility criteria: Eligibility criteria for this Tender :

- 2.1 Bidder must be a limited /Private limited company, registered under the Companies Act, 1956 or registered Co. Op. Society or proprietorship firm or Partnership Firm who will qualify the tender condition and qualification criteria are eligible to participate and submit their offers against this tender invitation.
- 2.2 This invitation for tender is open to all govt. registered IT agencies (E.g. ROC/UDYAM,MSME etc.) for the appointment of IT Service Agency mentioned in the tender document.
- 2.3 Registration :
The bidder should also register with Income Tax and GST.
- 2.4 The annual Turnover of bidder shall be as mention below for the period of three years i.e. 2021-22, 2022-23 & 2023-24 to qualify per year.(Financial Year)

Sr. No.	Description	Turnover of company in Rs
1	Tender for appointment of agency for Comprehensive Annual Maintenance Contract for Computers, Printers, Laptop, Projector, 10 Lane Switches with 80 Port, 14 CCTV Cameras, Internet Lease line, Window Based Server, One Residential Engineer etc. & IT Related all Support.	20,00,000/-

- 2.5 The tenderers shall produce certificate from Chartered Accountant for annual turnover of last three financial years i.e. 2021-22, 2022-23 & 2023-24. The tenderers shall produce audited balance sheet and Profit and loss account of last three Financial years i.e. 2021-22, 2022-23 & 2023-24.
- 2.6 The bidder should have in hand or completed, vast experience in Providing IT Service in the Government/ Private/ Public sector (Central or State)/Municipal Corporations during last three financial years.

Note: Tenders are not allowed from the firm found guilty of malpractice, misconduct, or blacklisted/debarred either by Public Health Department, Govt. of Maharashtra or by any local authority, Other State Government/Central Government's organizations.

3. Cost of bidding

The bidder shall bear all costs associated with the preparation and submission of their online tenders and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

4. Clarification of tender document

A prospective bidder requiring any clarification of the tender document shall contact the Purchaser by letter or email prior to last date & time of closing sale of tender. Email ID – procurement@mahasacs.org For e-tendering process related Queries can be sent on email – support.gom@nextenders.com Help line number available on website – 020-30187500, 9167969601/9167969604. A prospective bidders requiring any clarification after this last date will not be entertained A prospective bidders requiring any clarification after this last date will not be entertained .

5. Amendment of tender document

- 5.1 At any time prior to the deadline for Sale of tender, the Purchaser may amend the tender documents by issuing Addenda/Corrigendum.
- 5.2 Any addendum/corrigendum as well as clarification thus issued shall be a part of the tender documents. It will be assumed that the information contained in the amendment will have been taken into account by the bidder in its tender.
- 5.3 Information about those who have purchased the tender documents will be placed on website.
- 5.4 To give prospective bidders reasonable time in which to take the amendment into account in preparing their tenders, the Purchaser shall extend, at its discretion, the deadline for submission of tenders, in which case, the Purchaser will notify all bidder by placing it on website of the extended deadline and will be binding on them.

6. Submission of tenders:

Tender should be submitted on or before last date of submission.

Tender should be submitted through website <https://phd.maharashtra.nextprocure.in> and Online only.

i) Technical Bid in envelop no.1 & ii) Commercial bid in Envelop no. 2

To prepare and submit the tender/offer online all bidders are required to have e-token based DIGITAL CERTIFICATE. Digital signature certificate should be obtained from competent authority. However the e-tender website or helpline numbers may guide you for obtaining the same.

6.1 Late tender offers:

Agency should submit their required samples on or before last date of “Bid Submission”.

6.2 Technical Bid:

Technical offer must be submitted online at <https://phd.maharashtra.nextprocure.in> as per the instructions on the portal. The bidder must upload the following documents as per e-tendering process.

Attested scanned copies in .pdf or .jpg or .zip format of following documents from No.1 to No. 13 are mandatory & should be enclosed in sequence & order.

1. Tender Form as per Annexure-1.
2. Nomination of a responsible person to transact the business with the Purchaser.
3. Attested copy of Certificates of Incorporation issued by the respective registrar of firms/companies shall be acceptable.
4. Proof of having bidder registration with Income Tax and GST.
5. Attested copy of PAN card.
6. Proof of having fully adhered to minimum eligibility criteria at 2.5, attested copies of experience certificates for completed or ongoing works /Services issued by the Government/ Private / PSUs / Municipal Corporations shall be acceptable. The bidder has to submit the relevant work experience certificates as mentioned in the Eligibility Criteria and statement regarding past performance given in **Annexure -5**
7. Annual turnover statement for last 3 years 2021-22, 2022-23 & 2023-24 in the format given in **Annexure -2** certified by the Chartered Accountant.
8. Copies of Balance Sheet and Profit and Loss Accounts for last three years i.e. 2021-22, 2022-23 & 2023-24 certified by the Auditor.
9. Affidavit on non-judicial stamp paper of Rs. 100/- regarding the firm has not been found guilty of malpractice, misconduct, or blacklisted/debarred either by Public Health Department, Govt. of Maharashtra or by any local authority and other State Government/Central Government's organizations in the past three years.
10. **Annexure 3-** Information of the Bidder.
11. Attested copy of valid registration made by agency for the offered service Under Directorate General of Supplies & Disposal (D.G.S. & D) or Small Scale Industries (S.S.I) or National Small Scale Industries Corporation (N.S.I.C) or MSME should be submitted, if applicable
12. Scanned copy of Signed and duly stamped copy of Tender Document

6.3 Price bid:

- (a) All Commercial offers must be submitted online at <https://phd.maharashtra.nextprocure.in> as per the instructions on the portal.
- (b) Rates should be quoted ONLINE in the Price Schedule **Annexure-4** only.

7. Deadline for submission of tenders

7.1 For Submission of tender, bidder must complete the online bid submission stage as per online schedule of the tender.

7.2 MSACS may, at his discretion, extend the deadline for the submission of tenders by amending the tender document in which case all rights and obligations of the Purchaser and bidder previously subject to the deadline will thereafter be subject to the deadline as extended.

7.3 Offers not submitted online will not be entertained.

8. Opening of tender:

On the date and time specified in the tender notice following procedure will be adopted for opening of tender for which bidder is free to attend himself or depute an authorized officer as his representative.

8.1 Opening of Technical bid

Technical bid of the bidder will be opened in the presence of tender opening authority and in the presence of bidder / their representatives through e-tendering procedure.

8.2 Opening of Financial Bid

This shall be opened as per e-tendering procedure after opening of Technical bid. Likely date and time of price bid opening will be forth working day after completion of technical scrutiny. In case of change in time and date, the changed time and date will be communicated electronically by the MSACS separately to the eligible tenderers of Envelope No. 1.

9. Period of Validity of tenders:

9.1 The tenders shall remain valid for a period of **120 days** after the date of opening of **Technical bid**. A bid valid for a shorter period shall be rejected.

9.2 Prior to the expiration of the bid validity MSACS may request the bidder to extend the bid validity for the period as required by MSACS.

10. Earnest Money Deposit :

All tenders must be accompanied with Earnest Money Deposit (EMD) for the amount Of

10.1 The EMD shall be submitted online as per Guidelines to contractors /bidders on the operation of electronic tendering system of Maharashtra State AIDS Control Society.

Sr. No.	Description	EMD in Rs.
1	Tender for appointment of agency for Comprehensive Annual Maintenance Contract for Computers, Printers, Laptop, Projector, 10 Lane Switches with 80 Port, 14 CCTV Cameras, Internet Lease line, Window Based Server, One Residential Engineer etc. & IT Related all Support.	50,000/-

10.2 The tenders submitted without EMD will be summarily rejected.

10.3 Unsuccessful bidders EMD will be discharged/ returned within a period of 30 days after award of contract to the successful bidder.

10.4 Bidders shall not be entitled for any interest on EMD .

10.5 The successful bidders EMD will be discharged after signing the Contract and submitting the security deposit as stipulated.

10.6 The EMD shall be forfeited :

- a) If a Tenderer withdraws its tender during the period of bid validity as specified in the Tender.
- (b) In case of a successful Tender, if the tenderer fails:
 - (i) To sign the Contract in accordance with terms and conditions or.
 - (ii) To furnish security deposit as per tender clause 14.

10.7 Attested copy of valid registration made by agency for the offered service Under Directorate General of Supplies & Disposal (D.G.S. & D) or Small Scale Industries (S.S.I) or National Small Scale Industries Corporation (N.S.I.C) should be submitted, if applicable for EMD Exemption.

11. Prices

11.1 The prices quoted should be in Indian rupees and will be valid for a period of **one year** from the date of signing the contract. Any increase in price will not be entertained during the contract period. If extension will be given for the contract then price will be remain same for extension period.

11.2 Rates should be quoted on door delivery basis according to the unit asked for strictly as per the format of price schedule (**Annexure-5**).

The price of the goods quoted, should include all duties and sales and other taxes already paid or payable including;

- (i) Any Indian duties, sales and other taxes which will be payable on the goods if this contract is awarded;
- (ii) The price for inland transportation, insurance and other local cost incidental costs for delivery of the goods to their final destination; and
- (iii) The price of other incidental services.

The Purchaser shall not be responsible for damages, handling, clearing, transport charges etc. And will not be paid by the purchaser. The deliveries should be made as stipulated in the purchase order placed with successful tenderer. Conditional tenders are not accepted and liable for rejection.

11.3 If at any time during the period of contract, the price of tendered items is reduced or brought down by any Law or Act of the Central or State Government or by the tenderer himself, the tenderer shall be morally and statutorily bound to inform the Purchaser immediately about such reduction in the contracted prices. The Purchaser is empowered to reduce the rates accordingly.

In case of any enhancement in Excise Duty /VAT/GST due to statutory Act of the Govt. after the date of submission of tenders and during the tender period, the quantum of additional excise duty /VAT/GST so levied will be allowed to be charged extra as separate item without any change in price structure of the items approved under the tender. For claiming the additional cost on account of the increase in Excise Duty/VAT/GST the tenderer should produce a letter from the concerned Competent Authorities for having paid additional Excise Duty/VAT/GST on the goods supplied to the Purchaser and can also claim the same in the invoice

12. Evaluation of tenders:

- 12.1 After opening of Technical bid, on the scheduled date, time and venue, the Purchase committee shall examine the contents of the tenders received online through e-tendering process along with all prescribed mandatory documents.
- 12.2 The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and Qualification of the bidders, the Client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered. The Client's request for clarification and the response shall be in writing.
- 12.3 The Purchase committee shall also analyze that there is no collusive or fraudulent practice involved in the entire tendering process amongst all the tenders received.
- 12.4 The technical scrutiny shall be on the basis of submitted substantiation documents and Rules including allied standards of BIS codes as applicable.
- 12.5 Any tender during the evaluation process do not meet the tender conditions laid down in the tender document will be declared as not acceptable and such tenders shall not be considered for further evaluation.
- 12.6 Tenders which are in full conformity with tender requirements and conditions shall be declared as Eligible Tender for opening Envelop no. 2 in the website Commercial bid of such tenderer shall be opened later, on a given date and time.
- 12.7 Each item will be evaluated separately.

13. Post Qualification:

- 13.1 The Purchaser will further evaluate the bidders financial, technical, and production capabilities based on the documentary evidence and information submitted by the bidder as well as other information the Purchaser deems necessary and appropriate.
- 13.2 An affirmative post-qualification determination of the Purchaser will be a prerequisite for acceptance of Technical Bid. A negative determination will result in rejection of the bidders tender, in which event the Purchaser will proceed to the next Tender to make a similar determination of that bidder's capability to perform satisfactorily.

14. Evaluation and Selection Criteria

The criteria's for commercial proposal evaluation are as follows:

- The date and time of opening of Commercial Proposal responses will be intimated to all the successful Applicants after the technical evaluation.
- After opening Commercial Offers of the technically qualified applicants, they will be determined to be substantially responsive before comparing the commercial proposals submitted by the applicants. If there exists any discrepancy between words and figures, the lower amount indicated will be considered.

- The substantially responsive Applicant quoting the lowest price or the L1 price in the Commercial Proposal will be identified as L1 applicant.
- The purchaser will also identify other applicants as L2, L3 and so on based on the ascending order of their quote.
- On selection of a L1 applicant, the applicant will be considered for award of contract.
- In case, the L1 applicant declines to carry out the work, the L2 applicant will be called for negotiation with the purchaser. The L2 applicant will be asked to match the L1 applicant's quote or rates negotiated with L1, and will be considered for award of contract upon agreement. EMD amount will be forfeited if after scrutiny bidder refuse to provide service. Similarly, subsequent applicants will be considered by the purchaser, so on and so forth.

15 Security Deposit & Contract Agreement

- 15.1 The successful tenderer shall furnish the security deposit to the Purchaser within 15 days from the date of communication of Acceptance of Tender for an amount of 5% of the contract value, valid up to 60 days after the date of completion of warranty obligations and enter into Contract Agreement on Rs.100/- non-judicial stamp paper. The cost of Stamp paper should be borne by the tenderer.
- 15.2 The Security Deposit should be in the form of Bank Guarantee or Demand Draft/ Bankers Cheque in favour of the "Project Director, Maharashtra State AIDS Control Society" payable at Mumbai from any Nationalized or Scheduled bank **(Annexure-5)**.
- 15.3 The Security Deposit will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, under the contract.
- 15.4 The security deposit shall be discharged (forfeited) as a compensation for any loss resulting from the failure to perform the obligations under the contract or in the event of termination of the contract or in any event as the Purchaser thinks fit and proper.

16. Award of Contract:

- 16.1 The Purchaser will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined as lowest evaluated tender, provided further that the tender is determined to be qualified to perform the contract satisfactorily.
- 16.3 The Purchaser reserves the right to increase or decrease the appointed person to be served and also reserves the right to cancel or revise or any of the all the tenders or part of tenders without giving any reasons thereto with no cost to the Purchaser.

17. COMMENCEMENT OF SERVICES

The Contract shall become legally binding and in force only upon:

- 17.1 Submission of Performance Bank Guarantee in accordance with **Clause 15**
- 17.2 The Contractor shall commence services within 15 days from the date of receipt of award of contract. If the Supplier fails to start the services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the contract value for each week or part thereof of delay until actual commissioning of

project, up to a maximum deduction of 10%. Once the maximum is reached, the Purchaser may consider for termination of the Contract.

Liquidated damages:

If the Supplier fails to deliver any or all of the **Services** within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the on contract value of the **delayed** for each week or part thereof of **delay** until actual delay, up to a maximum deduction of 10%. Once the maximum is reached, the Purchaser may consider for termination of the Contract.

18. CONTRACTOR’S OBLIGATIONS

18.1 The Contractor shall provide services at Client’s premises as per Schedule of Requirements by the purchaser during the Contractual period and it shall always form part and parcel of the Contract. The Contractor shall abide by such assignments as provided by the Client from time to time.

18.2 The Contractor shall provide services through its trained personnel for the performance of its services hereunder and these personnel deployed shall be employees of the Contractor only and the Client shall not in any manner be liable and all statutory liabilities (such as ESI & PF etc.) shall be paid for by the Contractor.

19. CONTRACTOR’S LIABILITY

The Contractor shall not Sub-Contract or Sub-let, transfer or assigns the contract or any other part thereof. In the event of the contractor contravening this condition, purchaser shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the purchaser may sustain in consequence or arising out of such replacing of the contract.

20. Default Clause / Cancellation on failure to supply/ Services :

If the Agencies fails to commence services as scheduled stipulated in the contract, it shall be discretion of the purchaser either. (a) to extend the delivery period or (b) to cancel the contract in whole or in part for the services without any show cause notice. In the event of extension, liquidated damages, will be applicable. If the purchaser decides to cancel the contract, the mode of repurchase will be at the discretion of the purchaser. The agency shall be liable to pay any loss by way of extra expenditure or other incidental expenses, which the purchaser may sustain on account of such repurchase at the risk and cost of the agency. In addition to action above, the purchaser may debar the defaulting supplier from future orders, for maximum period of 3 years.

PURCHASER’S OBLIGATIONS

20.1 The Purchaser shall comply with and fulfill the recommendations (if any), if deemed necessary by the Client, made in writing by the Contractor in connection with the performance of the Services. The Purchaser shall notify the Contractor of any dishonest, wrongful or negligent acts or omissions of the Contractor’s employees or agents in connection with the Services as soon as possible after the Client becomes aware of them.

20.2 To enable the Contractor to provide the services, the Client shall ensure that their staffs are available to provide such assistance.

21. TERMINATION

This Contract may be terminated forthwith by either party by giving written notice to the other if:

- 21.1 The other party is in material breach of its obligations under this Agreement and/or, in the case of such breaches capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach; or
- 21.2 The Contract may be terminated forthwith by the Client by giving written notice to the Contractor, if:
- 21.2.1 In case of breach of any of terms and conditions of the Contract by the Contractor, the Competent Authority of the Client shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by the Client and in that event and the security deposit in the form of performance Bank Guarantee shall be forfeited and encased.
- 21.2.2 The Contractor does not provide services satisfactorily as per the requirements of the Client or / and as per the Schedule of Requirements
- 21.2.3 The Contractor goes bankrupt and becomes insolvent.

22. INSOLVENCY

- 22.1 The competent authority of the Office i.e. the Project Director, MSACS, Wadala at any time by notice in writing summarily may terminate the contract without compensation to the contractor in any of the following events, that is to say:- If the contractor being an individual or firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or
- i) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.
- ii) If the contractor commits any breach of this contract not herein specifically proved for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.

23. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES

- 23.1. "Force Majeure" shall mean any event beyond the control of Client or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:
- (i) War, hostilities, invasion, act of foreign enemy and civil war;
- (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- (iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
- (iv) Earthquake, fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other

Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

- 23.2 The date of commencement of the event of Force Majeure;
- 23.3 The nature and extent of the event of Force Majeure;
- 23.4 The estimated Force Majeure Period,
- 23.5 Reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.
- 23.6 The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.
- 23.7 Any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

24. Confidentiality

Information relating to the examination, clarification, evaluation, and comparison of tenders, and recommendations for the award of a Contract shall not be disclosed to tenderer or any other persons not officially concerned with such process until the notification of Contract award is made.

- 24.1 Any effort by the tenderer to influence the Purchaser in the Purchaser's bid evaluation, bid comparison, or contract award decisions may result in the rejection of the Tenderer's bid.

25. PAYMENTS

- 25.1 After selection of the Successful bidder as Contractor, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the Contractor by the Client for the services rendered.
- 25.2 The prices in the Price Schedule shall be inclusive of any applicable taxes as may be levied by the Government from time-to-time.
- 25.3 The Contractor shall raise invoice per month and submit the same to Client by 5th of every following month. The Client shall make all endeavors to make payments within 15-20 days from the date of the receipt of the invoice, to the Contractor.
- 25.4 The initial cost of the Contract shall be valid for a period of 12 months. No price escalation shall be entertained by the client.
- 25.5 In addition to the Contract payments, the Client shall pay for any additional services required by the Client, which are not specified in the **Price Schedule**, the cost for which will again be mutually decided by the Client and the Contractor.
- 25.6 All payments shall be made PFMS only.
- 25.7 Client shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. Client shall provide a certificate certifying the deduction so made.
- 25.8 No payment shall be made in advance nor will any loan from any bank or financial institution be recommended on the basis of the order of award of work.

26. Corrupt or Fraudulent Practices

- 26.1 The Purchaser as well as Tenderer shall observe the highest standard of ethics during the execution of such contracts.
- 26.2 “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and.
- 26.3 “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract to the detriment of purchaser and includes collusive practice among Tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.
- 26.4 “Collusive practice” means a scheme or arrangement between two or more tenderer, with or without the knowledge of the Purchaser, designed to establish tender prices at artificial, non competitive level; and.
- 26.5 “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or effect the execution of the contract.
- 26.6 “The Purchaser will reject a tender for award if it determines that the tenderer recommended for award has directly or through an agent engaged in corrupt or fraudulent practices in competing for the contract in question;.
- 26.7 The Purchaser will declare a firm or individual as ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.

27. Penalty:

- 1- Penalty will be calculated and deducted @0.5% for per incident on whole contract amount of whole year, If space will be not provided to store material in time and the expenses will be recovered from agency which will be incurred on vehicles for waiting etc. Once the maximum is reached, the Purchaser may consider for termination of the Contract.
- 2- If same situation takes place for more than 3 times in a month then additional 1 % penalty for per incident will be calculated on whole contract amount of whole year.

28. Please see “**Rider A**”

28.1 Resolution of dispute:

In the event of any question, dispute or differences in respect of contract or terms and conditions of the contract or interpretation of the terms and conditions or part of the terms and conditions of the contract arises, the parties may mutually settle the dispute amicably.

28.2 Arbitration:

In the event of failure to settle the dispute amicably between the parties, the same shall be referred to the sole arbitrator Additional Chief Secretary, Public Health Department, Government of Maharashtra. The award passed by the sole Arbitrator shall be final and binding on the parties. The arbitration proceedings shall be carried out as per the Indian Arbitration and Conciliation Act, 1996 and the rules made hereunder.

28.3 Governing Language:

English language version of the contract shall govern its interpretation.

28.4 Applicable Laws:

The contract shall be governed in accordance with the law prevailing in India, Act, Rules, Amendments and orders made thereon from time to time.

28.5 Indemnification:

The contractor shall indemnify the purchaser against all actions, suit, claims and demand or in respect of anything done or omitted to be done by contractor in connection with the contract and against any losses or damages to the purchaser in

consequence of any action or suit being brought against the contractor for anything done or omitted to be done by the contractor in the execution of the contract.

28.6 **Jurisdiction**

All the suits arising out of the contract shall be instituted in the court of competent jurisdiction situated in Mumbai only and not elsewhere.

28.7 **Saving clause:** No suits, prosecution or any legal proceedings shall lie against the Project Director, MSACS, Wadala or any person for anything that is done in good faith or intended to be done in pursuance of tender

28.8 **Important Note:-** In case services are not satisfactory, this office shall reserve the right to foreclose the contract.

Annexure A

Technical Support for IT Service

The Comprehensive Annual Maintenance Contract for Computers, Printers, Laptop, Projector, 10 Lane Switches with 80 Port, 14 CCTV Cameras, Internet Lease line, Window Based Server, One Residential Engineer etc. & IT Related all Support Service.

1) The contract will award for one year only.

Computers, Printers, Projector, 10 Lane Switches with 80 Port Service:-

- a. Maintenance of hardware, software, networking & other parts. This will include repairs, replacement of defective components with the new one to ensure trouble free and efficient service of equipment during the contract period. Any problem arising due to hardware defect, software problem or resulting from virus will be covered in the maintenance. In case hard disk is taken for repair, responsibility of corruption in the data back-up data will be borne by the firm. Losses if any will be compensated by the firm.
- b. Preventive maintenance of all items. For example dust removal, CD Lens cleaning, etc.
- c. Preventive maintenance against viruses, spywares and all unwanted software and removal of problems arising as a result of unwanted software.
- d. The responsibility of backup and retrieval of data during maintenance and service of the equipment will be with the firm.

Internet Service:-

- a. Agency has to recover the downtime within 4 hours from the time of registering of complaint. If the downtime should occur and not recovered within 4 hours the penalty will be calculated @0.5% each time from the amount of concern month and it will be deducted from quarterly bill amount.
The maximum limit for the penalty will be 30% for concern month, if the situation arises for continuous downtime.
- b. If the downtime is for when for every 24 hr. delay Rs. 1000/- penalty will be implemented and recovered from the current quarters bill.

Server Service for AMC:-

- a. **The Work delayed beyond the normal completion period (e.g. within 48 hrs from the call recorded) will attract penalty at the 1% rate of the ATS Cost of the equipment per day after completion of the 24 hours from the call in case of server and 48 hours from the call in case of other hardware.**
- b. **In absence of rendering of any services, the ATS charges of that service will not be paid.**

CCTV SYSTEM

1. The Comprehensive AMC is on “as is where is basis” will include
 - a. Maintenance of all the CCTV cameras installed in the office, their fixing stands, weather proofing arrangements for the cameras, video server, media converter and its power supply

arrangement.

- b. Maintenance of all the wall mounted LCD TV's and all the connecting cables, wall mounting arrangements etc.
- c. Maintenance of cable connectivity between cameras located at different locations shall include maintenance of cable, termination device ,fixing rack, network device/ network cable etc. and their power supply arrangements at the camera end and also includes maintenance of media converter, termination device, network switches etc and their power supply arrangements
- d. This will include repairs, replacement of defective components with the new one to ensure trouble free and efficient service of equipment during the contract period. Any problem arising due to hardware defect, software problem will be covered in the maintenance. In case an equipment or part thereof is taken for repair, responsibility of corruption in the back-up data will be borne by the firm. Losses if any will be compensated by the firm.
- e) Preventive maintenance of all items which will include cleaning of all the equipments, checking individual and complete performance of the equipments of the CCTV system.
- f) Preventive maintenance will include monitoring the conditions in which the hardware is working and forewarning the in-charge of any factors detrimental to the satisfactory functioning of the hardware.
- g) The responsibility of backup and retrieval of data during maintenance and service of the equipment will be with the firm.
- h) The vendor shall consider the CCTV system and equipments along with it such as the monitors, PC, network device, power supply arrangement, recording devices, servers etc as as a whole and ensure proper working of all the equipment for ensuring effective functioning of the CCTV system.
- i) This will also include the troubleshooting of any network issues arising in the CCTV network.

2. **Engineers:** For regular and proper maintenance of the equipments, the vendor will depute at least one qualified engineer/technician, with experience of at least two years as a Computers, Printers, Printers, Laptop, Projector, 10 Lane Switches with 80 Port, 14 CCTV Cameras, Internet Lease line, Window Based Server technician, to this Msacs Office on working days throughout the contract period. Engineer should have sufficient and requisite knowledge of maintenance and trouble shooting in Windows/ LAN etc. environment and should be capable of diagnosing and providing quick solutions. The vendor shall provide a mobile phone to the engineer for easy accessibility.

3. **Replacement of Parts:** Maintenance of the Computers, Printers, Printers, Laptop, Projector, 10 Lane Switches with 80 Port, 14 CCTV Cameras, includes supply & replacement of parts of same or higher configurations. In case of non-functionality of an item due to non-consumable item, the expenditure of replacement will be borne by the vendor in totality. Msacs Office will not make any payment other than the AMC price mentioned in its clause.

4. **Statutory Levies:** The CAMC cost includes all statutory levies if any, charged by State or central Govt. for rendering this type of service.

5. **Quality of Spares:** The parts/components used for repair/replacement by the vendor will be of the same/equivalent or higher make and functional capability as original available in the systems.

6. **Preventive Maintenance:** Periodical preventive maintenance will be made once every fortnight by the vendor and this is to be recorded in the call /service register.

7. Working Hours:

a) The maintenance work shall normally be done during working hours of the college i.e. 9:45 am to 6:15 pm. However, in case of emergency, maintenance may have to be done beyond office hours and even on holidays with prior arrangement through proper communication with the Msacs Office.

b) The maintenance work shall be carried out, primarily, at the Msacs Office premises. In case the vendor feels that equipment cannot be repaired at site, they will carry and deliver the equipment at their own cost and get it repaired promptly within the response time agreed upon in the AMC.

8. Response Time/ Penalty Clause: The system down time should not exceed 24 hours from the time at which the complaint was made. If the downtime is more than 24 hours, the vendor will provide a standby system. In case the system is not repaired or an alternate system is not provided within 24 hours from the time of failure report, then the college may choose to get the same repaired or replaced from any other agency and the cost and expenditure incurred therein shall be recoverable from the vendor.

a) If the machine needs to be taken to workshop for hardware related issues, then the maximum time for repair will be two working days. (Temporary provision in lieu shall be made by contractor), If contractor unable to do the same when for every 24 hr. delay Rs.1,000/- penalty will be implemented and recovered from the current quarters bill.

b) If machine is non repairable, then contractor has to provide replacement of the same or above configuration for the same within 72 hrs. or penalty as per clause no 'A' will be applicable.

9. Reporting Authority: The Service Engineer will be allowed to handle the respective equipment only with permission of the officer in-charge of Computers, Printers, Printers, Laptop, Projector, 10 Lane Switches with 80 Port, 14 CCTV Cameras, Internet Lease line, Window Based Server Systems of the MSACS Office.

10. Service Register: The vendor would be required to maintain a call /service register, both at his end and at the Msacs Office, along with the call report, giving details of the maintenance work done and the downtime of the equipment. This register is to be shown to the Msacs Office authority and signed by the person in charge of the equipment every fortnight. The register will have the following details

a) Name of the Equipment.

b) Date of periodical maintenance.

c) Due date of the next periodical maintenance.

d) Nature of defect noticed.

e) Details of the repair work done with date.

f) Name of the service engineer.

g) Name of the officer in-charge from the MSACS Officer with signature and office seal.

ANNEXURE -1

Tender Form

To

The Project Director,
Maharashtra State AIDS Control Society,
Wadala, Mumbai.

Dear Sir

Having examined the tender document, the receipt of which is hereby acknowledged, we, the undersigned, offer for IT service provider for under the above-named Contract in full conformity with the said tender document and our commercial offer in the Price schedule submitted online in commercial which is made part of this tender.

We undertake, if our tender is accepted, to deliver the services in accordance with the Terms of reference specified in the tender document.

If our tender is accepted, we undertake to submit the security deposit in the form, in the amounts, and within the times specified in the tender document.

We agree to abide by this tender, for the Tender Validity Period specified in the tender document and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this tender together with your written acceptance of the tender and your Acceptance of tender, shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any tender you may receive.

Signed: _____

Date: _____

In the capacity of _____

Duly authorized to sign this bid for and on behalf of _____

Signature & stamp of tenderer

Note : This form must be signed & Stamped in original to be uploaded online on <https://phd.maharashtra.nextprocure.in>.

ANNEXURE -2

ANNUAL TURN OVER STATEMENT FOR THREE YEARS

The Annual Turnover of M/s _____

for the past three years are given below and certified that the statement is true and correct.

Sr. No.	Year	Turnover Rs. in Lakhs
1	Financial Year 2021-22	
2	Financial Year 2022-23	
3	Financial Year 2023-24	

1- Minimum turnover should be Rs. 20,00,000/-

2- Turnover for financial year 2021-22, 2022-23 & 2023-24

Date:

Seal

Signature of Auditor/Chartered Accountant Name
(in capital letters)

ANNEXURE-3

PROFORMA FOR PAST PERFORMANCE STATEMENT

(For a period of last 3 Years) 2021-22, 2022-23 & 2023-24

*Proforma for Performance Statement (for a period of last **THREE** years)*

Order placed by (full address of Purchaser)	Order No./ Letter Date	Description of ordered equipment	Value of order	Date of completion As per contract	Remarks indicating reasons for late delivery, if any	Has the equipment been satisfactorily functioning?
1	2	3	4	5	6	7

Note :

- 1) In support of above statement, enclose the copies of supply.
- 2) Note :- ANNEXURE-2 On your letter head

Annexure-4

**CONTACT DETAILS FORM
GENERAL DETAILS OF BIDDER**

- 1. NAME OF THE COMPANY.....
- 2. NAME AND DESIGNATION OF AUTHORISED REPRESENTATIVE
- 3. COMMUNICATION ADDRESS.....
- 4. DETAILS OF PREMISES/ GODOWN (ADDRESS
- 5. PHONE NO./MOBILE NO.
- 6. FAX
- 7. E-MAIL I.D.

PARTICULAR DETAILS OF THE BIDDER’S REPRESENTATIVE

- 1. NAME OF THE CONTACT PERSON.....
- 2. DESIGNATION.....
- 3. PHONENO.....
- 4. MOBILE NO.
- 5. E-MAIL I.D.

UNDERTAKING

- 1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.
- 2. The rates quoted by me are valid and binding upon me for the entire period of contract.
- 3. I/We give the rights to the competent authority of the Office of the Project Director, Maharashtra State AIDS Control Society, Wadala to forfeit the Earnest Money/Security money deposit by me/us in case of breach of conditions of Contract.
- 4. I hereby undertake to provide the services as per the directions given in the tender document/contract agreement.

Signature of the Authorized Signatory

Date :-

Place:-

Designation :

(Office seal of the Bidder)

**Annexure-5
Price Schedule**


Sr. No.	Particulars	Quantity	Amount in Rs.
1	CMC for Computers, Printers, Printer	31	
2	Printer	15	
3	Laptop	18	
4	CMC for Projector	1	
5	10 LAN Switches with 80 Port	10	
6	Internet Line Cable Changes Rate Per Meter in Internal Office for MSACS & Avert Building.	2 (MSACS & Avert Building)	
7	Residential Engineer Charges (Internet Problem Support, Networking Support, & IT Related all Support)	1	
8	Annual charges for 100 mbps Internet speed,	1:1 connectivity	
9	CCTV Cameras Maintenance of the CCTV Surveillance System includes :- 1. During CAMC we provide CCTV service 1. All CCTV Camera Cleaning & Connector Check. 2. DVR Service & DVR Firmware up date check 3. Backup Testing 4. Disk Error Check 5. DVR Recording Test & DVR Settings Verification 6. Camera Visibility Test	14	
10	AMC & CMC for Lenovo ST 250 Hardware Server maintenance, Data Backup Server, Maintenance Application help Maintenance, DNS Server Maintenance, Active Directory Maintenance, Data Management (Folder Mapping), SQL Data Base Backup, IP Management, Support for new Application Installation.	1 (Window Based Server)	
11	Toner, Drum, Comprehensive CMC of Xerox machine of CMC, all spares, consumables and other services for excluding Papers & electricity CMC	1 Xerox Machine HP72625DN	
	Cartridge Rate		Refilling Rate
12	Cartridge - HP 36A	1	
13	Cartridge - HP 88A	1	
14	Cartridge - HP 12A	1	
15	Cartridge - Canon 337	1	
16	Cartridge - Canon 071	1	
17	Dram Changes Charges	1	
	Amount in Rs.		
	GST @ %		
	Total amount in Rs.		

Mandatory Proforma – 1 to be submitted online (Envelop no. 1)


Sr. No	Point no	Documents to be Submitted online in the given sequence only	Page no
1	6.2.1	Tender Form as per Annexure-1 .	
2	6.2.2	Nomination of a responsible person to transact the business with the Purchaser.	
3	6.2.3	Attested copy of Certificates of Incorporation issued by the respective regis firms/companies shall be acceptable.	
4	6.2.4	Attested copy of Income Tax registration.	
5	6.2.4	Attested copy of GST registration certificate	
6	6.2.5	Attested copy of PAN.	
7	6.2.6	Past performance statement (Annexure 5)	
8	6.2.6	attested copies of experience certificates	
9	6.2.7	Annual turnover statement for last 3 financial years 2021-22, 2022-23 & 2023-24 (Annexure 2)	
10	6.2.8	Copies of Balance Sheet for last financial years 2021-22, 2022-23 & 2023-24	
11	6.2.8	Copies of Profit and Loss Accounts for last financial years 2021-22, 2022-23 & 2023-24	
13	6.2.9	Affidavit on non-judicial stamp paper of Rs. 100/- regarding the firm has not been found guilty of malpractice, misconduct, or blacklisted	
14	6.2.11	Annexure 3- Information of the Bidder	
15	6.2.12	Attested copy of valid registration made by agency for the offered service Under Directorate General of Supplies & Disposal (D.G.S. & D) or Small Scale Industries (S.S.I) or National Small Scale Industries Corporation (N.S.I.C) should be submitted, if applicable	
16	6.2.13	Tender document with sign and stamp of tenderer.	

Following original documents to be submitted to the office till the Time Technical Opening of tender on address mentioned for verification.

- 1- Tender Form as per Annexure-1.
- 2- The instruments such as power of attorney, resolution of board etc. authorizing an officer of the tenderer and nominating a responsible person of the tenderer to transact the business with the Purchaser.
- 3- Annual turnover statement for last 3 **financial years** 2021-22, 2022-23 & 2023-24 in the format given in **Annexure -2** certified by the Chartered Accountant.
- 4- Affidavit on non-judicial stamp paper of Rs. 100/- regarding the firm has not been found guilty of malpractice, misconduct, or blacklisted/debarred either by Public Health Department, Govt. of Maharashtra or by any local authority and other State Government/Central Government's organizations in the past three years.


सहाय्यक सहसंचालक खरेदी पुरवठा
(श्रीमती पुनम पोळ)


सहसंचालक वित्त
(श्री सुजित आकडकर)


सहसंचालक खरेदी पुरवठा
(डॉ. शशीकांत शंभरकर)


अतिरिक्त प्रकल्प संचालक
(डॉ. विजय कंदेवाड)