

OFFICE OF THE COMMISSIONER OF STATE EXCISE  
MAHARASHTRA STATE, MUMBAI

SECOND EXTENSION TO TENDER NOTICE

Second Extension is hereby given to Bid Reference No. :AMC/1105/S & C/VIII for the award of Annual Maintenance Contract For the computers and other Peripherals installed at Mumbai, as follows :

Date of Sale of Bid Document From :15/02/2010  
Last Date of Sale Document :24/02/2010  
Last Time & Date for Receipt of Bid Offer :14.00 Hrs On 25/02/2010.  
Time & Date of Opening Of The Bid Offers:15.00 Hrs On 25/02/2010..  
AMC Period :1/03/2010. to 28/02/2011.

Other term and condition of the Bid will remain the same.

**(I.S.Chahal)**  
**Commissioner of State Excise,**  
**M.S. Mumbai.**



Commissioner of State Excise  
(Maharashtra State)  
Old Custom House 2<sup>nd</sup> fl.  
S.Bhagatsing Road,Mumbai-400001

Bid Document

Bid Reference No.:AMC/1105/S & C/VIII/

BID For  
Annual Maintenance Contract For  
Servers, PC's, Laptop, Printers And Peripherals  
At  
Mumbai

Price Of Bid Copy : Rs. 100/- (Rupees One Hundred Only)

Office of the Commissioner of State Excise  
2nd fl. Old Custom House  
S. Bhagatsing Road  
Mumbai - 400 001.

## INVITATION FOR BIDS

On behalf of the Governor of Maharashtra,

Commissioner of State Excise, M.S., Mumbai invites sealed bid offers (Technical Offer & Commercial Offer) from eligible and reputed companies / parties **for the award of Annual Maintenance Contract for the Computers and other peripherals installed at Mumbai**. A complete set of Bid Documents may be purchased by any interested eligible bidder upon payment of a nonrefundable fee of Rs. 100/- in cash on all working days between 10.30 a.m. To 2.30 p.m.

The Tender document may also be downloaded from the website [www.maharashtra.gov.in](http://www.maharashtra.gov.in). Such downloaded form should be accompanied by an Indian Postal order of Rs. 100/- in favour of The Commissioner of State Excise, M.S., Mumbai at the time of submission of the tender.

Srno	Bid Reference No : AMC/1105/S & C/VIII/	
1	Price of Bid Document	Rs. 100/-
2	Date of Commencement of Sale of Bid Document	18.11.2009
3	Last Date of Sale	27.11.2009
4	Last Time & Date for Receipt of Bid Offer	1400 Hrs On 30.11.2009
5	Time & Date of Opening Of The Bid Offers	1500 Hrs On 30.11.2009
6	Place Of Opening Bid Offers	R/N 224, Old Custom House, 2nd floor, Shahid Bhagatsing Road, Mumbai - 400 001.
7	Address Of Communication	Deputy Director (Computer & Stats) O/o Commissioner of State Excise, M.S.,Mumbai 2nd floor, Old Custom House, Shahid Bhagatsing Road, Mumbai - 400 001.
8	Amount of Earnest Money Deposit	Rs. 5000/-
9	Amount of Security Deposit	10 % of Contract Value Amount in the form of Bank Guaranty
10	Contact Person & Contact Number	S. N. Gawali Tel : 22665571.

Bid should remain valid for acceptance upto 30.01.2010. The Commissioner of State Excise reserves the right to accept or reject any bid offer without assigning any reason.

**I.S.Chahal**  
**Commissioner of State Excise,**  
**M.S. Mumbai.**

**Section - II**  
**Instruction To Bidders**  
**For Annual Maintenance Contract for the Computers and other peripherals**

**II.1 Introduction**

The Commissioner Of State Excise, M.S., Mumbai intends to avail the services towards the Maintenance of H/w located at Mumbai for the period of **(1st Dec 2009 to 30th Nov 2010)**

**II.1 Definitions**

In this bid document and associated documents, the following terms shall be interpreted as indicated.

- II.1.1. **"The Purchaser"** means The Commissioner of State Excise, M.S., Mumbai or the authorized officer for this purpose;
- II.1.2. **"Bidder"** means any eligible reputed firm(s) or person(s) offering the maintenance service(s) and / or material(s) required in the bid;
- II.1.3. **"The Supplier"** means the Successful Bidder;
- II.1.4. **"The Contract"** means the agreement entered into between the Bidding Authority and the Supplier, as recorded in the document signed by the parties, including all the attachments and appendices thereto, and all documents incorporated by reference therein;
- II.1.5. **"The Contract Price"** means the price payable/receivable to the Successful Bidder under the Contract for the full and proper performance of its contractual obligations;
- II.1.6. **"The Goods"** means all the software, equipment, machinery and /or other materials etc. which is covered under the maintenance contract;
- II.1.7. **"Services"** means services ancillary to the supply of the Goods, such as transportation and insurance and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;
- II.1.8. **"Day"** means a working day;
- II.1.9. **"Bidding Authority"** means the Commissioner of State Excise, M.S. or any officer of the Government of Maharashtra who has been authorized to issue a work order under this contract;
- II.1.10. **"CSE"** means Commissioner of State Excise, M. S., Mumbai;
- II.1.11. **"SED"** means State Excise Department, Maharashtra;
- II.1.12. **"Maintenance"** shall mean and include the following for the items described in **Annexure - L**:
- Locate, remove, and repair technical faults.
  - Locate, remove, and repair H/w faults.
  - Identify Software related problems such as run time error viruses etc. & reload the Software on the machines, if necessary.
  - Scanning, Detection & Removal of all kinds of virus(es) on all the machines. Supplier will have to provide Anti-virus Softwares for this purpose.
  - Maintenance of Networking.
  - Preventive Maintenance once in every 2 months (which includes cleaning of all the equipments, UPS testing, battery back-up testing etc.).
  - Take care of System Administration for the product / softwares delivered / installed.
  - Software maintenance & installation of upgraded versions wherever and whenever necessary.
  - Any other task to be performed to keep the system fully functional during the contract period.
- "Comprehensive Maintenance"** means the maintenance as defined above and also includes the replacement of hard disks, all input drives, plastic parts, printer heads, printer hammer modules, PCB / IC Cards, power chords, printer / data cables, fuses and such similar items, etc.
- "Non Comprehensive Maintenance"** means the maintenance as defined above but does not includes the replacement of plastic parts, printer heads, printer hammer modules, power chords, printer / data cables, etc.

**II.1.a. Scope of the Work**

1. The supplier will have to maintain the machines (as per the definition of maintenance in this contract) at the respective places to the satisfaction of the concerned Superintendent / Divisional Deputy Commissioner and submit the monthly certificates from them along with the bills.
2. The machines should not be down for more than 36 hours for any reason else substitute machine / parts should be provided by the bidder.
3. When the machine is down for more than 36 hours a penalty @2% of the annual maintenance charge of that machine per day will be levied and deducted from the bills payable.
4. The Bidding Authority may accept Comprehensive or Non-comprehensive offers at different places. In case of comprehensive maintenance all the parts should be covered in the contract.
5. The necessary arrangement will have to be made by the bidder for placing a call for breakdowns and should be acknowledged by giving complaint no or otherwise.

6. Service Engineer should visit for maintenance, once a daily, at the Commissioner Office.

## **II.2. Location of Equipments:**

The Commissioner of State Excise, M.S., Mumbai is floating the bid. The computers and other machinery is located at State Excise Deptt., Old Custom House, S.Bhagatsing Rd, Mumbai-400 001. `as given in this bid document. Please note that the bidder shall quote the price for comprehensive maintenance as well as Non-comprehensive basis. Number of machines given in the advertisement is approximate and may be modified marginally while awarding the contract. If necessary, the purchaser may shift any machine(s) to any of its office in Maharashtra. If maintenance of this shifted machine is not possible for the bidder at new place, this machine(s) will be removed from the contract and maintenance charges for this shifted machine(s) will not be payable to bidder from the date of shifting.

## **II.3. Sources of Funds**

SED will be responsible for making the payments for Annual Maintenance Services rendered.

## **II.4. Prices How To Be Quoted**

The Bidder will have to quote the comprehensive as well as non-comprehensive prices to maintain the Computer H/w indicated in the scope of work. The rates shall be valid for 60 days from the date of opening of bids.

## **II.5. Pre qualification Of Bidders**

This invitation for bids is open to all firms who are eligible to do business in India under relevant Indian laws as is in force at the time of bidding except those who have been declared by any agency of the Government of Maharashtra to be ineligible to participate for corrupt, fraudulent or any other unethical business practices during the period for which such ineligibility is declared.

In addition, Entrepreneurs desirous of bidding for AMC shall have the following qualifications:

- (i) The Bidder shall have Sales Tax Clearance (or Exemption) Certificate upto March 2009.
- (ii) The Bidder should have adequate manpower and full fledged seven days a week support. The Bidder shall have qualified engineers who can be contacted at short notice even on holidays for maintenance.

## **II.6. Cost of Bid Copy**

The complete set of the bid document may be purchased by any interested eligible bidder on the submission of a written application to the Commissioner of State Excise, M.S., Old Custom House 2<sup>nd</sup> floor, S.Bhagatsing Road, Mumbai - 400001; and upon payment of a nonrefundable fee of Rs.100/- (Rupees one Hundred only) only by way of cash payable to the Accounts Officer, State Excise, Mumbai. The Tender document may also be downloaded from the website [www.maharashtra.gov.in](http://www.maharashtra.gov.in). Such downloaded form should be accompanied by an Indian Postal order of Rs. 100/- in favour of The Commissioner of State Excise, M.S., Mumbai at the time of submission of the tender.

## **II.7. Cost Of Bidding**

The Bidder shall bear all the costs associated with the preparation and submission of its bid, and the Biding Authority will be in no case, responsible or liable for these costs, regardless of conduct or outcome of the bidding process.

## **II.8. Nontransferable Bid**

This bid document is nontransferable. Only the party who has purchased this bid form shall be entitled to quote.

## **II.9. Qualification Criteria**

The bidder shall furnish documents establishing

- (i) that he has maintained at least 50 computers and other peripherals similar to the machinery under proposed contract in the past. Details of experience and past performance of the bidder on similar equipments particularly for Government / Semi-government organizations in past 3 years, and details of current contracts in hand and other commitments must be given
- (ii) the continuity for atleast 3 years in maintenance and is in profit.
- (iii) has access to the required spare parts if he himself is not the manufacturer.
- (iv) that the bidder has capability to provide services at all the geographical places required.
- (v) Not Withstanding anything stated above, the Purchaser reserves the right to assess the Bidders capability and capacity to perform the contract in any other manner, should circumstances warrant such an assessment, in the overall interest of the Purchaser.

## **II.10. Offer Validity Period**

Bids shall be valid for acceptance for a period of 60 days from the date of opening. A Bid valid for a shorter period shall be rejected by The Biding Authority as non-responsive.

In exceptional circumstances, the Biding Authority may solicit the Bidder' s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

## II.11.Completeness of bid Offer

The Bidder is expected to examine all instructions ,forms, terms, conditions and specifications in the Bid documents, failure to furnish all information required by the bid documents or submission of bid offer not sustaintially responsive in every respect to the bid documents will be at the Bidder's risk and may results in rejection of bid offer . The bid offer is liable to be rejected outright without any intimation to the bidder if complete information as called for in the bid document is not given therein , or if particulars asked for in the forms / profarma in the bid are not fully furnished.

## II.12. Two Bid system

The offer shall be in two seperate parts containing technical and commercial offers. Two seperate sealed envelopes containing the technical and commercial offers. respectively should be enclosed together in a large envelope must be super-scribed with following information:

Y Type of offer (technical and commercial)

Y Bid reference Number.

Y Name of Bidder.

### II.12.1. ENVELOPE-1(Technical offer).

The Technical offer (T.O.) should be complete in all respect and contain all information asked for , expecting prices, **Envelope-1 should not contain any price information** . The T.O. should indicate whether product and services asked for , are quoted and that all requirement therefore are quoted.

The format for submission of Technical officer is as follows:

Y Index

Y Bid offer Form (Annexure-A) dully filled in.

Y Ernest Money Deposit

Y Document as mentioned in 11.12.2

#### Ernest money Deposite

Bidders are required to give Demand Draft / Pay Order of Rs . 5000/- (Rupes Five Thousand Only) of any Sheded **Bank/ Ntinalized Bank** as earnest money Deposite in favour of Account Officer, Stae Excise ,Mumbai with with their bid offer. Bid submitted witout EMD will be rejected .

Unsuccesful Bidders EMD will be discharged/returned as promptly as possible but not latter than 30 days after the expiration of the period of bid offer validity prescribed by the purchaser.

The succesful Bidder's EMD will be discharged upon the bidder excuting the contract and furnishing the peformance security.

#### The EMD may be forfeited

- a. if the Biddeer withdraws its bid during the period of validity or
- b. in case of succesful Bidder, if the Bidder fails:
  - i. to signe the contract form in accordance with term and condition
  - ii. to furnish performance security/ security deposite as specified in term and conditions.

### II.12.2. Documents Establishing bidders eligibility andf qualifications

The Bidder shall furnish , as part of its bid offer , documents establishing the bidders eligibility to participate in the bid and its qualification to perform the Contract.

The documentary evidence of the Of the Bidders qualification to perform Contract , shall establish to the Purchaser's satisfaction that the Bidder is eligible as per the criteria outlined in the Qualification Requirement(QCR)at para 9 above. This will include following:

Sr No	Details of the Documents to be attached	Concerned Annexure to be filled
1	Earnest Money Deposite	
2	Certificate of Sales Tax Authority regarding sales tax clearence up to March-2009 or exemption certificate if applicable	Annexure-1
3	Bid offer Form	Annexure-A
4	Details of Bidder	Annexure-B
5	Manufacture's Authorization Form (MAF) if applicable	Annexure-C
6	Performance Statement along with documentary evidance	Annexure-D
7	Self Declaration Form	Annexure-E
8	Certificate / Undertaking that Bid has quoted for all itmes specified in commercial offer	Annexure-F
9	Details of Service Centres along with manpower for maintenance	Annexure-G

10	Power of Attorney / Bidders Authorization Certificate in faour of person signing the bids	Annexure-II
11	ISO Certificate for Management System or AMC , if any	Annexure-M

**The Technical offer** must be submitted in an organized and neat manner . No documents , brochures, leaflets, etc. should be submitted in loose form. All pages of Bid should benumbered.

**The Technical offer shall be submitted in duplicate.**

**II.12.3. ENVELOPE-1 (Commercial offer).**

The Commercial Offer must be given in sealed envelope. The price bid should not contradict the Technical officer in any manner . Second envelope shall be marked as "Envelope NO.2 -Commercial Envelope" **which contain only price** schedule in the prescribed Proforma in Annexure-1 The Bidders shall quote prices for comprehensive as well as non comprehensive basis. Bidder should submit their prices only in Annexure - 1 shall be liable to rejected . The commercial Offer must be filled in completely , without any error, erasures or alteration.

**II.12.4. Seating and Marking Of Bids**

The Bidder shall seal "Envelope No. 1 Technical envelope" and "Envelope No. 2 Commercial Envelope " . The inner and outer envelope shall be addressed to the Commissioner of State Excise , M.S. Mumbai. This will contain the name and address of the bidder to be returned unopened in case it is declared "late ". If outer envelope is not sealed and marked , the bidding Authority will assume no responsibility for the Bid's misplacement or premature opening. Telex, cable, e-mail or facsimile may be rejected.

**II.12.5. Deadline for submission of Bids**

The Bids must be received by Bidding Authority at the address . not later than the time and date specified in the invitation for Bids. In the event of the specified date for submission of Bids being declared as a holiday for the Biding Authority, the bids will be received up to the appointed time on the next working day . The Biding Authority may, at its discretion ,extend this deadline for submission of Bids, in which case all rights and obligation of the biding Authority and Bidders subjected to the deadline will thereafter be subjected to the deadline as extended.

**II.12.6.Evaluation Committee**

The Bid shall evaluated by the Bid Committee constituted by The Commissioner of State Excise ,M.S. Mumbai. The decision of the bid Committee in evaluation of the Technical and Commercial bids shall be final.

**II.12.7.Date of Openinhg Commercial Bids**

The date for opening commercial Bid will be announced after the scrutiny of the technical bid has been completed.

**II.12.8. Applicability of Rates**

The rates quoted shall be valid for period of one year for any new services that may be introduced in future on the same lines.

**II.13. Signing of Bid offers**

The Original and one copy of the bid offer shall be typed or written in ink and shall be signed by the Bidder or a person or persons duly authorized in writing to bind the Bidder to the contract Power of attorney accompanying the bid offer shall indicate such authorization . The person or persons signing the bid offer shall initial all pages of the bid offer , except for laminated printed literature / brochures . The Bid offer shall contain no interlineation's erasures or overwriting except as necessary to correct errors made by the Bidder, in which case The person or persons signing the offer shall initial such correction .

**II.14. Erasures or Alterations**

Offer containing erasures or alterations will not be considered . There should not be hand written material , corrcctions or alterations in the offer Technical details must be completely filled up . Correct technical information of the product being offered must be filled in. Filling up of the Technical details Form using terms such as "OK", "accepted", "noted", "as given in brochure/ Manual is not acceptable.

**II.15. Cost and Currency**

The offer cost must be given in Indian Rupees only, inclusive of the following:

- \* Cost of the software (with media / documentation / manuals / training), if any.

\*Transportation & Forwarding Charges to the site.

\*Insurance to cover equipment up to installation of equipment at the respective sites and handing it over to end-user.

\*All taxes and levies except octroi.

## **II.16. Octroi Exemption Certificates**

The purchaser will provide necessary Octroi Exemption Certificate, if required and asked for the said certificate, well in advance along with the details of equipment, vehicle no. & date of transportation, etc.

## **II.17. Fixed Price**

The Commercial Offers shall be on fixed price basis, inclusive of all taxes and levies except octroi. No price variation should be asked for relating to increases in customs duty, excise tax, dollar price variation, etc.

Price quotation accompanied by vague and conditional expressions such as “to immediate acceptance” “to confirmation before sales” etc. will be treated as being at variance and shall be liable for rejection.

## **II.18. Submission Of Bid Offers**

The Commissioner of State Excise, M.S., Mumbai shall receive sealed bid offers at the address specified above no later than the time and date specified in the invitation for bid offers. In the event of the specified date for the submission of bid offers being declared a holiday, the offers will be received up to the appointed time on the next working day.

The purchaser may, at its discretion, extend this deadline for submission of offers by amending the bid documents, in which case all rights and obligations of the purchaser and bid previously subject to the deadline will thereafter be subject to the deadline as extended

Telex, cable, e-mail, facsimile offers will be rejected.

## **II.19. Late Bid Offers**

Any bid offer received by the Biding Authority after the deadline for submission of bid offers prescribed by Biding Authority pursuant to the clause above, will be rejected and/or returned unopened to the Bidder.

## **II.20. Modifications and Withdrawal Of Bids**

The Bidder may modify or withdraw his offer after the submission, provided that written notice of the modification / withdrawal is received by the Biding Authority prior to the closing date & time prescribed for submission of bids.

No offer can be modified by the Bidder, subsequent to the closing date & time for submission of offers.

## **II.21. Preliminary Scrutiny**

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each offer to the bid documents. For purposes of these Clauses, a substantially responsive bid is one that conforms to all the terms and conditions of the Bid Documents without material deviations. The Purchaser' determination of an offer' responsiveness is to be based on the contents of the bid offer itself without recourse to extrinsic evidence. The Purchaser will scrutinize the offers to determine whether they are complete, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether the offers are in order. The Purchaser will reject a bid offer determined as not substantially responsive and for such Bidder, the commercial bid will not be opened. The Purchaser may waive any minor infirmity or irregularity in a bid offer, which does not constitute a material deviation. This shall be binding on all Bidders and the Purchaser reserves the right of such waivers.

### **II.21.a. Opening of bids**

Immediately after the closing time, the Biding Authority shall open the bids as per the schedule. In the event of the specified date of Bid opening being declared holiday for the Biding Authority, the Bids shall be opened at the same time and location on the next working day.

The technical bids envelope will be opened and listed for further evaluation. The Bidder' s names, bid modifications or withdrawals, the presence or the absence of requisite Earnest Money Deposit and such other details as the Biding Authority, at his discretion, may consider appropriate, will be announced at the time of opening. No Bid shall be rejected at the opening, except for late bids, which shall be returned unopened to the bidders.

The financial bid covers shall be listed and put into a bag sealed. The sealed bag of financial bids shall be in custody of a designated officer and the financial bids will not be opened till the completion of evaluation of technical bids.

Bids will be opened in the presence of bidder' s representatives, who choose to attend. The bidder representatives who are present shall sign a register evidencing their attendance.

Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

## **II.22. Clarification of Offers**

To assist in the scrutiny, evaluation and comparison of offers, the Purchaser may, at its discretion, ask some or all Bidders for technical clarification of their offer. The request for such clarifications and the response shall be in writing. To speed up the bid process, the Purchaser, at its discretion, may ask for any technical clarification to be submitted by means of facsimile by the Bidder. In such cases, original copy of the document describing the technical clarifications

must be sent to the Purchaser by means of courier / in person.

### **II.23. Short-listing of Bidders**

The Purchaser will short-list technically qualifying Bidders and commercial offers of only these Bidders will be opened. The Bidder qualification according to the qualification criteria (QCR), technical compliance of the bid specifications, support capabilities and track record of the Bidder, and Compliance of bid conditions and stipulations will form the basis of short-listing.

### **II.24. Completion of Compliance of Bid Conditions and Stipulations, Price Comparisons**

The Purchaser will evaluate Technical and Commercial Offers of Bidders previously short-listed as above and determined to be substantially responsive.

### **II.25. Technical Evaluation**

The committee constituted by the CSE will do the Technical Evaluation of the Bids. The decision of the committee will be final. The Bidders will have to quote for all the items in the Commercial Offer. Certificate/Undertaking stating that the Bidder has quoted for all the items prescribed in the Commercial Offer. This certificate should be accompanied with the technical offer. Non submission of this certificate will be treated as incomplete non-responsive bid and hence will be rejected in the technical scrutiny.

#### **II.25.a. Opening Of Commercial Bids**

The Bidding Authority may at its discretion discuss with the Bidder(s) to clarify contents of Commercial Offer. The Bidding Authority may, at its discretion, negotiate with one or more of the bidders to explore the scope for revision of Commercial Offers so as to meet its expectation of a cost effective, sustainable, and economically promising solution.

#### **II.26. Evaluation of commercial bids**

The commercial bids of only technically successful bidders will be opened and ranking of the bidders will be done according to the price quoted.

#### **II.27. Award Criteria**

The purchaser will accept the offer on L1 basis and award the contract to one or more bidder at all places or any one place if found administratively suitable. Also the purchaser may accept Comprehensive or Non-comprehensive offer. The purchaser may also accept the offer of providing on site engineer at Mumbai Office.

#### **II.27.a. Contacting The Bidding Authority**

No Bidder shall contact the Bidding Authority on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If he wishes to bring additional information to the notice of the Bidding Authority, he should do so in writing. The Bidding Authority reserves the right as to whether such additional information should be considered or otherwise.

Any effort by a Bidder to influence the Bidding Authority in its decision on bid evaluation, bid comparison or contract award may result in disqualification of the Bidder's bid and also forfeiture of his Earnest Money Deposit amount.

#### **II.27.b. Notification Of Award**

The Bidding Authority will notify the successful bidder in writing that its bid has been accepted. Upon the successful bidder's furnishing of Performance Security /Security Deposit, the Bidding Authority will promptly notify each unsuccessful bidder and will discharge their Earnest Money Deposit.

#### **II.28. Purchaser's Right to Accept Any Offer and to Reject Any or All Offers**

The Purchaser reserves the right to accept or reject any bid offer, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability towards the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for the purchaser's action.

#### **II.29. Corrupt or fraudulent Practices**

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

a) "practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of the public official in the procurement process or in contract execution; and

b) "practice" means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive the Purchaser of the benefits of the free and open competition;

c) The Purchaser will reject a proposal for award if it determines that the Bidder recommended for award has engaged in

corrupt or fraudulent practices in competing for the contract in question.

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

### **II.30. Signing of Contract**

At the same time as the Purchaser notifies the successful Bidder that its bid offer has been accepted the Purchaser will send the Bidder the Contract Form (**Annexure - J**) provided in the Bid Documents, incorporating all agreements between the parties.

Within 7 days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Purchaser.

## **SECTION - III**

### **CONDITIONS OF CONTRACT**

#### **For Annual Maintenance Contract for the Computers and other peripherals**

##### **III.0.0. Application of These Conditions**

These Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

##### **III.0.1. Other Documents That Form Part Of This Contract**

The Bid Document (along with its amendments if any), the Bid of the Supplier, any clarifications sought by the Bidding Authority, the responses provided by the Supplier, and any other correspondence exchanged shall form part of the contract to the extent the same is not inconsistent with this document and the award document to the Supplier.

##### **III.0.2. Security Deposit**

The successful Supplier shall furnish Performance Security Deposit of 10% of contract value in the form of Bank Guarantee, within Ten days of the receipt of notification of award / Letter of intent from the Purchaser. The Security Deposit shall be valid for 16 Months.

##### **III.0.3. Governing Language**

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and The Bidding Authority shall be in English or Marathi language. Wherever the correspondence is not in English, requisite translation should be attached, and the English version shall prevail.

##### **III.1. Performance Security**

The proceeds of the performance security shall be payable to the Bidding Authority as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract. The Performance Security / Security Deposit will be forfeitable for nonperformance of the contract and there will not be any relaxation to anybody. In the event of any contract amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security/Security Deposit, rendering the same valid for the duration of the Contract, as amended for further period of 60 days thereafter.

##### **III. 2. Quality of Goods used for Maintenance**

The product must conform to the highest quality and standard. Supplier should guarantee that the products for maintenance, delivered to the Purchaser are of highest standard. In case of Anti-virus S/w, it must be a licensed S/w for State Excise Department.

##### **III.3. Performance Security/ Security Deposit And Signing Of Contract**

Within seven (7) days of the receipt of notification of award from the Bidding Authority, the successful bidder shall furnish the Performance Security/ Security Deposit in accordance with the Conditions of Contract, in the performance security/ Security Deposit form provided in this document or in another form acceptable to the Bidding Authority.

The Performance Security/ Security Deposit shall be denominated in Indian Rupees and shall be in the form of a Bank guarantee issued by a nationalized/scheduled bank located in India acceptable to the Bidding Authority in the form provided in the bidding documents (**Annexure - k**), in favor of the Bidding Authority.

The Performance Security/ Security Deposit will be discharged by the Bidding Authority and returned to the Supplier not later than sixty (60) days after the expiry of the contract period. Failure of the successful bidder to sign the contract, proposed in this document (Conditions of Contract) and as may be modified, elaborated or amended at through the award letter, shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Bidding Authority may make the award to another bidder or call for new bids.

##### **III. 4. Packing**

The Supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the contract. The packing shall be all-weather proof and shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract and in any subsequent instructions ordered by the Purchaser.

### **III. 5. Delivery, Installations and Commissioning of the software**

The supplier shall deliver and install the licensed anti-virus software at the site

### **III. 6. Documentation**

Each set of anti-virus Software Package will have to be supplied with detailed operational manuals for all the items and important components, as applicable, free of cost.

### **III. 7. Providing of Upgrades**

The supplier should provide upgradation support for the quoted anti-virus packages for the duration of maintenance contract.

### **III. 8. Providing Training: -**

Supplier will depute their engineer / representative for installation and commissioning of the anti-virus package and subsequent training to the users for preventive maintenance, regular scanning and removal of viruses. Training should be one hour per license to the user. On providing upgrades, one hour training per licensed user should also be given.

### **III. 9. Completeness of Contract**

The contract will be deemed as incomplete if any unsatisfactory installation of anti-virus S/w or unsatisfactory H/w maintenance Service, or any documentation relating thereto is not delivered, or is delivered but not acceptable to the Purchaser after acceptance testing / examination.

In such an event, the contract will be termed as incomplete.

### **III. 10. Liquidated Damages for Delayed Services**

If the supplier fails to deliver any or all of the Services within the time 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 percent of the price of the undelivered services at the stipulated rate for each week or part thereof during which the delivery of such services may be delayed subject to a maximum limit of 10 percent of the stipulated price of the services so undelivered. Such penalty is to be deducted always by the Purchaser from the bill of the supplier OR to purchase elsewhere on the account and risk of Supplier. Once the maximum of the damages above is reached, the Purchaser may consider termination of the Contract.

### **III. 11. Order Cancellation**

The Purchaser also reserves the right to cancel the order in the event of one or more of the following circumstances:

- Serious discrepancy in maintenance of H/w, S/w and virus protection job.
- Serious discrepancy in compliance of clauses III.2, III.4, III.6, III.8 and III.9 above.
- Delay in delivery and installation of anti-virus S/w beyond a period of 15 days from the date of maintenance contract.
- Breach by the bidder of any of the terms and conditions of the bid.
- If the Supplier goes in to liquidation voluntarily or otherwise.

In addition to the cancellation of purchase order, the Purchaser reserves the right to forfeit the performance security submitted (in form of Bank guarantee) by the Supplier.

**If the L1 bidder rejects the order, the purchaser reserves the right to forfeit the EMD. The purchaser also reserves the right to award the order to L2. In this circumstances, the difference (L2 - L1) will be recovered from L1.**

### **III. 12. Risk purchase**

In case the Supplier fails to deliver the maintenance / goods required for maintenance, the Purchaser reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the Supplier.

### **III.13. Payment Terms**

The payment will be made on quarterly basis. (for every three months). Every effort will be made to make payments within 45 days after completion of the respective quarter or after the receipt of the bills with necessary certificates and documents. (The certificate of satisfactory services at each place must be obtained from respective officers)

### **III.14. Signing of the contract**

At the same time as the purchaser notifies the successful bidder that his bid offer has been accepted, the purchaser will send the bidder the contract form in the pro forma provided in the Bid documents, which may be modified if necessary,

incorporating all agreements between the parties.

Within 7 days of receipt of the contract form, the successful bidder shall sign and date the contract form and return it to the purchaser along with the security deposit. The contract will be for the period 1.12.2009 to 30.11.2010.

### **III.15. Revised Commercial Bids**

Should there be any changes in the terms and conditions of the bid pursuant to the negotiations during the evaluation of the technical bids, which are likely to impact on the financial bids, it shall be competent for the Biding Authority to seek revised commercial bids in sealed covers ONLY from those Bidders cleared technically by the committee. While seeking such revised commercial bids, the committee shall give reasons justifying the need for such a course of action.

### **III. 16. Indemnity**

Supplier shall indemnify, protect and save the Purchaser against all claims, losses, costs damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respects of all the hardware and software supplied by him.

### **III. 17. Publicity**

Any publicity by the Supplier in which the name of the Purchaser is to be used should be done only with the explicit written permission of the Purchaser.

#### **III.17.a. Force Majeure**

The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Biding / Implementing Authority in its sovereign or contractual capacity, war or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a force Majeure situation arises, the Supplier shall promptly notify the Biding / Implementing Authority in writing of such conditions and the cause thereof. Unless otherwise directed by the Biding / Implementing Authority in writing, the supplier shall continue to perform its obligations under the Contract as far as it reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure.

#### **III.17.b. Financial and Legal Liability**

The supplier shall be solely responsible for any financial legal issues arising out of the result of this system. Any financial loss to Government, due to non functioning / faulty functioning of the computer systems maintained as a part of this bid, will be sole responsibility of Supplier has to fulfill all claims arising out of this problem. Further, for any legal liability, the Supplier shall be solely responsible.

#### **III.17.c. Termination for Insolvency**

The Biding Authority may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Biding Authority.

#### **III.17.d. Termination For Default**

The Biding Authority may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part in the event of one or more of the following conditions:

1. if the Supplier fails to perform as per the performance standards / Unsatisfactory service by the bidder
2. Frequent delay in the service
3. The bidder commits a breach of any of the terms and conditions of the bid / contract.
4. The bidder goes in to liquidation or otherwise
5. Occurrence of natural calamities or due to reasons beyond human control.
6. If the Supplier, in the judgment of the Biding Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Biding Authority, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and deprive the Biding Authority of the benefits of free and open competition.

#### **III.17.e. Consequences of Termination**

In addition to the cancellation of contract the purchaser reserves right to forfeit the security deposit also.

### **III.17.f. Interpretation Of The Clauses**

In case of any ambiguity in the interpretation of any of the clauses in Bid Document or the Contract Document, the Biding Authority' s interpretation of the clauses shall be final and binding on all parties.

### **III.17.g. Conditional Bids**

Conditional bids shall be summarily rejected.

### **III.17.h. Binding Clause**

All decisions taken by the Biding Authority regarding the processing of this bid and award of contract shall be final and binding on all parties concerned.

The Biding Authority, reserves the right:-

To vary, modify, revise, amend or change any of the terms and conditions mentioned above; or

To reject any or all the bid(s) without assigning any reason whatsoever thereof or to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

### **III.18. Applicable Law**

The contract shall be interpreted in accordance with appropriate Indian laws.

#### **III.18.a. Notices**

Any notice given by one party to the other, pursuant to this contract, shall be sent to the other party in writing or by telex, cable, e-mail or facsimile and confirmed in writing to the party' s address. A notice shall be effective when delivered or on the notices effective date, whichever is later. For the purpose of all notices by the Supplier to the Biding Authority, these shall be sent, or on changed address if informed in writing by the Biding Authority to the Supplier, at the following address:

The Biding Authority: Commissioner of State Excise, M.S., Old Custom House 2<sup>nd</sup> floor, S. Bhagatsing Road, Mumbai - 400001.

For the purpose of all notices by the Biding Authority to the Supplier, these shall be sent on the following address or on changed address if informed in writing by the Supplier to the Biding Authority.

Supplier: (To be filled in at the time of Contract signature)

### **III. 19. Resolution of Disputes**

The Purchaser and the Supplier shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to two Arbitrators: one Arbitrator to be nominated by the Purchaser and the other to be nominated by the Supplier. In the case of the said Arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the Arbitrators in writing before proceeding with reference. The award of the Arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties. The Arbitration and Conciliation Act, 1996, shall apply to the arbitration proceedings and the venue of the arbitration shall be Mumbai.

### **III. 20. Legal Jurisdiction:**

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

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**SECTION - IV**  
**ANNEXURE - A**  
**BID OFFER FORM (BOF)**

Date: \_\_\_\_\_ Bid Ref.No.: \_\_\_\_\_

To  
The Commissioner  
State Excise, M.S.  
Old Custom House; S.Bhagatsing Rd.  
Mumbai - 400001

Sir

Having examined the bid documents including all the annexures and relevant documents, the receipt of which is hereby acknowledged, we the undersigned offer to maintain the machinery at respective places in conformity with the bid documents.

We undertake , if our bid offer is accepted to commence the maintenance services at all the places within 2 days or from the date mentioned in the award of contract.

We have access to the required spare parts.

In case of acceptance of the offer we undertake the Performance Bank Guarantee as mentioned in the bid document along with the acceptance of the contract.

We agree to abide by the bid offer till 30.01.2010 and shall remain binding on us and may be accepted any time before that date. Till a formal contract is prepared and executed, this bid offer, together with your written acceptance and award of contract shall constitute a binding contract between us. We also understand that you are not bound to accept lowest or any offer you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2009

Signature \_\_\_\_\_

(In the capacity of:) \_\_\_\_\_

Duly authorized to sign the Bid Offer for and on behalf of

**Annexure - B**  
**DETAILS OF BIDDER**

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

**Item Details**

1. Name of the Company :-
2. Mailing Address :-
3. Telephone :-
4. Fax :-
5. Turnover of the company for F.Y. 2006-07, 2007-08, 2008-09 :-
6. Turnover from Hardware and Software Maintenance Business in F.Y. 2006-07, 2007-08, 2008-09. :-
7. Profit of the company in 2006-07, 2007-08, 2008-09 :-
8. Whether direct manufacturer or authorized dealers :-

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 200 9

Signature \_\_\_\_\_

(In the capacity of) \_\_\_\_\_

Duly authorized to sign the Bid Offer for and on behalf of

**ANNEXURE - C**

**MANUFACTURER'S AUTHORIZATION FORM (MAF)**

No. \_\_\_\_\_ dated \_\_\_\_\_  
To \_\_\_\_\_

Bid Reference No. AMC/ 1105/ S & C/ VIII

Dear Sir,

We \_\_\_\_\_ who are established and reputable manufacturers of \_\_\_\_\_ having factories at \_\_\_\_\_ and \_\_\_\_\_ do hereby authorize M/s. \_\_\_\_\_ (Name and address of Agent / Dealer) to offer, negotiate and conclude the contract with you against the above invitation for bid offer.

We hereby extend our full guarantee and warranty as per terms and conditions of the bid and the contract for the goods and services offered against this invitation, for the goods and services offered by the above Agent / Dealer. In case our above authorized Agent / Dealer is unable to supply the goods and services during the period of the contract to the satisfaction of the Government of Maharashtra, we undertake to unilaterally to fulfill the contractual obligations of the said Dealer /Agent either directly or through another Dealer/ Agent.

Yours faithfully

(Name)

for and on behalf of M/s. \_\_\_\_\_

(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a competent person of the manufacturer.

**Annexure - D**  
**(Performance Capability Statement)**  
**For a period of last three years**

\* For each contract, attach clients testimonial

Sr No.	Name of the Firm / Organization	Order Placed by (full contact address of such agencies)	Contact Person & his/her telephone Designation	Order Number and date	Number of Computer Systems maintained
1					
2					
3					
4					
5					

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Signature of the Bidder

**Annexure - E**  
**(Self-Declaration)**

Ref: \_\_\_\_\_ Date: \_\_\_\_\_

To,

The Commissioner  
State Excise, M.S.  
Old Custom House; S. Bhagatsing Rd.  
Mumbai - 400001.

In response to the bid No. \_\_\_\_\_ dt. \_\_\_\_\_ Of  
Ref. \_\_\_\_\_ as a owner/ partner/ Director of  
\_\_\_\_\_ I / We hereby declare that our Agency \_\_\_\_\_ is having  
unblemished past record and was not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular  
period of time.

Name of the Bidder: -

Signature: -

Seal of the Organization: -

**Annexure - F**

**(Certificate or u/t that the Bid has quoted for all the items specified in the Commercial Offer)**

Date: \_\_\_\_\_ Bid Reference No. AMC/ 1105/ S & C/ VIII

To  
The Commissioner  
State Excise, M.S.  
Old Custom House; S.Bhagatsing Rd.  
Mumbai - 400001

Sir

We undertake , that we have quoted in our bid for all the items specified in the Commercial Offer.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2009

Signature \_\_\_\_\_

(In the capacity of:) \_\_\_\_\_

Duly authorized to sign the Bid Offer for and on behalf of

**Annexure - G**  
**Details of Service Centers**

<b>Location</b>	<b>Mumbai</b>
<b>Postal Address of Service Centre</b>	
<b>Contact numbers</b>	
<b>Service Facilities available (describe)</b>	
<b>Number of service engineers</b>	
<b>Time required to report to a call</b>	Once daily mandatory & 2 hours after reporting

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2009.

Signature \_\_\_\_\_

(In the capacity of:) \_\_\_\_\_

Duly authorized to sign the Bid Offer for and on behalf of

**Annexure - H**  
**(Bidder' Authorization Certificate / Power of Attorney)**

To,  
The Commissioner  
State Excise, M.S.  
Old Custom House; S. Bhagatsing Rd.  
Mumbai - 400001

< Bidder' s Name> \_\_\_\_\_, < Designation> \_\_\_\_\_ is hereby authorized to sign relevant documents on behalf of the company in dealing with Bid of reference < Bid No.& Date> \_\_\_\_\_. He / She is also authorized to attend meetings & submit technical & commercial information as may be required by you in the course of processing above said bid.

Thanking you,

Authorized Signatory.

<Name>

Seal

**Annexure - I**  
**(Commercial Offer)**

To be returned in original along with the Bid in Envelope - II

**Annual Maintenance charges**

Srno	Machine Type	Quantity	Comprehensive Offer per Unit	Non-Comprehensive Offer per Unit
<b>Location : Mumbai [State Excise Deptt., Old Custom House, S.Bhagatsing Rd, Mumbai-400 001]</b>				
1	Intel based server - Configuration 1a	1		
	- Configuration 1b	2		
	- Configuration 2	5		
2	Desktop PCs- Wipro SG 7000 MW	48		
	- Wipro Net Power 1110D	19		
3	Multimedia PC - Wipro Voyager MW100	9		
4	Compaq Desktop EP/SB Series PC	4		
5	ECIL-486 Unix Server	1		
	Terminal & Keyboard	4		
6	ECIL Pentium	1		
7	Dot Matrix Printer - Wipro 1040+ & / or Wipro 1050	17		
8	Scanner - HP 6200	1		
	- HP 4100	1		
9	External CD Writer	1		
10	Line Matrix Printer - Wipro P500	1		
11	LaserJet Printer - HP 4 ML	1		
	- Samsung ML 1250	3		
12	InkJet Colour Printer - HP 610 C	15		
13	N/w Switch - Intel Express 24 Port 510 T 10/100 Switch with 2 expansion slots	3		
14	UPS - Aplab 5.0 KVA	1		
	- Aplab 0.5 KVA	4		
15	Compaq Laptop	1		
<b>Additional Cost of providing on-site Service Engineer</b>				
<b>Total Cost</b>				

Details of EMD : Demand Draft / Pay Order No. : \_\_\_\_\_ Amount: \_\_\_\_\_ Date: \_\_\_\_\_

Bank / Branch \_\_\_\_\_

Signature & Seal of the Authorized Person

**Annexure - J**  
**CONTRACT FORM (CF)**

AGREEMENT MADE this \_\_\_\_\_ day of \_\_\_\_\_ Two thousand between \_\_\_\_\_ (hereinafter called "the Supplier") of the one part and the Government of Maharashtra (hereinafter called "the Government") of the other part. WHEREAS the Supplier has bided to the Government for supply of the Goods and Services specified in the schedule A (attached) as per instructions given in the acceptance of bid at the respective prices or rate mentioned opposite to the said articles in the column provided for the purpose and whereas such bid has been accepted and the supplier has deposited with the Government the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as security for the fulfillment of this Agreement.

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

1. The supplier has accepted the contract on the terms and conditions set out in section under the heading " of Contract" forming part of the bid notice no. \_\_\_\_\_ dated \_\_\_\_\_ which will hold good during period of this agreement. The following shall be the additional documents that will also form part of this contract:

- i) The Instructions to Suppliers included in the Bid Document as above.
- ii) The Bid submitted by the Supplier.
- iii)

2. Upon breach by the supplier of any of the conditions of the agreement, the Government 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 Supplier and also to reasonable compensation for the loss occasioned by the failure of the contractor to fulfill the agreement as certified in writing by the Government which certificate shall be conclusive evidence of the amount of such compensation payable by the supplier to the Government.

3. The supplier has placed with a Performance Security Deposit for Rs ----- as security for compliance with the Supplier's performance obligations in accordance with the Contract. Upon the determination of this agreement whether by effluxion of time or otherwise, the Performance Security Deposit shall after the expiration of \_\_\_\_\_ months from the date of such determination be returned to the Supplier but without interest and after deducting there from any sum due by the Supplier to the Government under the terms and conditions of this agreement.

4. This agreement shall remain in force until 3 months after the expiry of AMC period.

5. Notwithstanding any thing contained herein or in the bid and acceptance forms contained, the Government shall not be bound to take the whole or any part of the estimated services herein or therein mentioned and may cancel the contract at any time upon giving one months notice in writing without compensating the Supplier.

6. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned the Supplier hereby covenants with the Purchaser to provide the goods and Services and to remedy defects therein conformity in all respects with the provisions of the Contract.

7. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and 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.

8. Notices in connection with the contract may be given by any gazetted officer of the Government authorized by the Government.

9. In witness whereof the said \_\_\_\_\_ has set his hand hereto and Commissioner of State Excise, M.S., Mumbai has on behalf of the Government of Maharashtra affixed his hand and seal thereto the day and year first above written.

Mumbai

Witness: SUPPLIER

1. For Commissioner of State Excise, M.S., Mumbai
2. On behalf of the Governor of Maharashtra,  
Mumbai.

## Annexure - K

### (Pro forma Of Performance Security / Security Deposit Form)

Ref: Date

Bank Guarantee No

To,

Commissioner of State Excise, M.S., Mumbai

Old Custom House 2<sup>nd</sup> floor,

S. Bhagatsing Road, Mumbai - 400001.

1. Against Contract vide Advance Acceptance of the Bid No.

Dated of

(Hereinafter called " The Said Contract") entered into between the client and Hereinafter called the "The Biding Authority"), this is to certify that at the request of the Biding Authority we Bank are holding in trust in favour of the client, the amount (write the sum here in words) to indemnify and keep indemnified the department against any loss or damage that may be caused to or suffered by the Department by reason of the said Contract and / or in the performance thereof. We agree that the decision of the Department, whether any breach of any of the terms and conditions of the said contract and / or in the performance thereof has been committed by the Biding Authority and the amount of loss or damage that has been caused or suffered by the Department shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Department.

We Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that could be taken for satisfactory performance and fulfillment in all respects of the said Contract by the Biding Authority i.e. till (viz. The expiry of the contract) hereinafter called the said date and that if any claim accrues or arises against us Bank by virtue of this guarantee before the said date, the same shall be enforceable against us \_\_\_\_\_ Bank by the purchaser before the said date.

Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Department.

It is fully understood that this guarantee is effective from the date of the said Contract & valid for one year & two months and that we \_\_\_\_\_ Bank undertake not to revoke this guarantee during its currency without the consent in writing of the Department.

We undertake to pay the Department any money so demanded notwithstanding any dispute or disputes raised by the Biding Authority in any suit or proceedings pending before any Court or Tribunal relation thereto our liability under this present bond being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge or our liability for payment thereunder and the Biding Authority shall have no claim against us for making such payment.

We Bank further agree that the Department shall have the fullest liberty, without affecting in any manner our obligation hereunder to vary any of the terms and conditions of that said Contract or to extend time of performance by the Biding Authority from time to time or to postpone for any time or from time to time any of the powers exercisable by the Department against the said Bid and to forbear or enforce any of the terms and conditions relating to the said Contract and we,

\_\_\_\_\_ Bank shall not be released from our liability under these guarantee by reason of any such variations or extension being granted to the said forbearance and / or omission on the part of the Department or any other matter or thing whatsoever, which under the law relating to sureties, would but for this provisions have the effect of so releasing us from our liability under this guarantee.

The guarantee is for an amount of Rs. @ 10% of AMC Value (In figures Rs @ 10% AMC Value).

This guarantee shall not be discharged due to the change in the constitution of the Bank of the Biding Authority.

DATE: -

PLACE: SIGNATURE: -

WITNESS: - PRINTED NAME:

(BANK' COMMON SEAL)

**Annexure - L**

**H/w for AMC in 1st Dec- 2009 to 30th Nov. 2010.**

**Location : Mumbai |State Excise Deptt., Old Custom House, S.Bhagatsing Rd, Mumbai-400 001**

<b>Sr No.</b>	<b>Machine Type</b>	<b>Quantity</b>
1	Intel based server - Configuration 1a	1
	- Configuration 1b	2
	- Configuration 2	5
2	Desktop PCs- Wipro SG 7000 MW	48
	- Wipro Net Power 1110D	19
3	Multimedia PC-Wipro Voyager MW100	9
4	Compaq Desktop EP/SB Series PC	4
5	ECIL-486 Unix Server	1
	Terminal & Keyboard	4
6	ECIL Pentium	1
7	Dot Matrix Printer - Wipro 1040+ & / or Wipro 1050	17
8	Scanner - HP 6200	1
	- HP 4100	1
9	External CD Writer	1
10	Line Matrix Printer - Wipro P500	1
11	LaserJet Printer - HP 4 ML	1
	- Samsung ML 1250	3
12	InkJet Colour Printer - HP 610 C	15
13	N/w Switch - Intel Express 24 Port 510 T 10/100 Switch with 2 expansion slots	3
14	UPS - Aplab 5.0 KVA	1
	- Aplab 0.5 KVA	4
15	Compaq Laptop	1

**Configuration of H/w & S/w Details**

**(The efforts have been made to provide configuration in details in Next 14 Pages but bidders are advised to inspect h/w physically prior to submission of bid)**

<b>ECIL Pentium</b>	<b>PC-AT / 486 MICRO-COMPUTER</b>
Pentium System 166 MHz 16 MB RAM SCSI Controller 1.2 MB FDD (5 1/4 ") 1.44 MB FDD (3 1/2 ") 150 MB CTD 1 GB SCSI HDD Multimedia Kit with Sound Blaster Card 14" SVGA Color Monitor with SVGA Card (1 MB) 104 Windows Key Board 2/3 Button Mous with Pad 2 Serial & 1 Parallel Port Cabinet with 200 W Power Supply S/w - MSOffice under Windows 95 1 Link S/w	CPU 80486 CPU, 5 u MHz, 128 KB Cache, 16 MB RAM with in-built co-processor, 14" SVGA colour monitor with SVGA card, 101 KB 2 SIP, 8 port intlligent card, 1.2 MB FDD, 1.44 MB FDD, 380 MB SCSI WDD, 150 MB CTD, SCSI Controller, 6 No. VT220 Terminals, GIST Dvnagari Terminal. Other H/w - 3 Pairs of Line Drivers, 500 mts.Cables. S/w - UNIX SVR 4.2 (Dev. Ver. System Multiuser) Word Prfect Ver. 5.2, Lotus 1-2-3, Foxpro SU V. 2.5, Library Kit, Foxpro distribution Kit, MS Cobol, Data Entry Package.

## Computer Profile Summary - Configuration 2

### Operating System

Windows NT 4.0 Server Service Pack 6  
(build 1381)

### System Model

*No details available*

### Processor <sup>a</sup>

1000 megahertz Intel Pentium III  
32 kilobyte primary memory cache  
256 kilobyte secondary memory cache

### Main Circuit Board

Board: ASUSTeK Computer INC. TUV4X REV 1.xx  
Bus Clock: 133 megahertz  
BIOS: Award Software, Inc. ASUS TUV4X ACPI  
BIOS Revision 1004B Beta 007 02/22/2002

### Drives

18.35 Gigabytes Usable Hard Drive Capacity  
11.52 Gigabytes Hard Drive Free Space

LITEON CD-ROM LTN526S YS0E  
3.5" format removeable media [Floppy drive]

IBM IC35L018UWD210-0S5BS (18.35 GB)  
[Hard drive] -- drive 0

### Memory Modules - [Buy More](#)

256 Megabytes Installed Memory

Slot 'DIMM 1' has 256 MB  
Slot 'DIMM 2' is Empty  
Slot 'DIMM 3' is Empty  
Slot 'DIMM 4' is Empty

### Local Drive Volumes

c: (on drive 0)	2.10 GB	442 MB free
d: (on drive 0)	3.22 GB	3.20 GB free
e: (on drive 0)	3.22 GB	2.27 GB free
f: (on drive 0)	2.15 GB	2.14 GB free
g: (on drive 0)	2.15 GB	1.00 GB free
h: (on drive 0)	2.16 GB	843 MB free
i: (on drive 0)	3.36 GB	1.62 GB free

### Network Drives

### Printers

*None detected*

### Controllers

*None detected*

### Display

RAGE 128 ULTRA [Display adapter]

### Bus Adapters

Adaptec 19160, 29160(N), 39160, AHA-3960D, AIC-7892/7899 Ultra160 PCI

### Multimedia

*None detected*

28SCSI Controller(NT 4.0)  
VIA bus master IDE drivers

**Communications**

**Other Devices**

PC/AT Enhanced Keyboard (101/102-Key)  
Microsoft PS/2 Port Mouse

**Software Licenses**

Microsoft - 71929-999-2000023-  
Internet 12347  
Explorer

Microsoft - MS 57551-313-0057367-  
Office 97 55543  
Professional

50382477000472156931

Microsoft -  
Windows NT  
4.0 Server

## Computer Profile Summary - Configuration 1b - Wipro Net Power 5210

### Operating System

Windows NT 4.0 Server Service Pack 6 (build 1381)

### Processor <sup>a</sup>

450 megahertz Intel Pentium III (2 installed)  
32 kilobyte primary memory cache  
512 kilobyte secondary memory cache

### Drives

18.34 Gigabytes Usable Hard Drive Capacity  
6.67 Gigabytes Hard Drive Free Space  
CREATIVEiR CD5222E-B 0.18 [CD-ROM drive]  
HP CD-Writer+ 8200 1.0f [CD-ROM drive]  
3.5" format removeable media [Floppy drive]  
4 millimeter DAT drive [Tape drive]  
MYLEX DAC960PRL 0407 (18.34 GB) [Hard drive] -- drive 0

### System Model

Intel Corporation

### Main Circuit Board

Board: Intel L440GX+ 721242-008  
Serial Number: IMLW94800373  
Bus Clock: 100 megahertz  
BIOS: Intel Corporation  
L440GX0.86B.0092.P09.9909161407  
09/16/99

### Memory Modules - [Buy More](#)

512 Megabytes Installed Memory

Slot 'J5E1' has 128 MB  
Slot 'J5E2' has 128 MB  
Slot 'J5E3' has 128 MB  
Slot 'J5F1' has 128 MB

### Local Drive Volumes

c: (on drive 0)	2.10 GB	868 MB free
d: (on drive 0)	2.10 GB	550 MB free
e: (on drive 0)	2.10 GB	268 MB free
f: (on drive 0)	2.10 GB	1.85 GB free
g: (on drive 0)	699 MB	243 MB free
h: (on drive 0)	2.10 GB	242 MB free
i: (on drive 0)	1.04 GB	3 MB free
j: (on drive 0)	4.72 GB	2.37 GB free
k: (on drive 0)	1.39 GB	290 MB free

### Network Drives

### Printers

Samsung ML-1250 on  
PCL 6 \\PC14\SAMSUNG

**Controllers**

IDE CD-ROM (ATAPI 1.2)/Dual-channel PCI IDE Controller

**Bus Adapters**

Adaptec PCI Ultra2 SCSI Controller: AHA-294xU2W/295xU2W/AIC-789x(NT 3.5x)  
Mylex DAC960/Digital SWXCR-Ex Raid Controller

**Communications**

Standard 28800 bps Modem  
Standard Modem  
Intel(R) PRO NDIS Driver  
Network Card MAC Address: FE:83:1B:00:00:00  
Network IP Address: 172.20.1.21

**Software Licenses**

Microsoft - Internet Explorer	71929-999-2000023-12347
Microsoft - Windows NT 4.0 Server	50382477000470321584

**Display**

*None detected*

**Multimedia**

*None detected*

**Other Devices**

PC/AT Enhanced Keyboard (101/102-Key)  
Logitech PS/2 Port Mouse

# Computer Profile Summary - Configuration 1a - Wipro Net Power 5210

## Operating System

Windows NT 4.0 Server Service Pack 6  
(build 1381)

## Processor <sup>a</sup>

450 megahertz Intel Pentium III  
32 kilobyte primary memory cache  
512 kilobyte secondary memory cache

## Drives

18.35 Gigabytes Usable Hard Drive Capacity  
4.27 Gigabytes Hard Drive Free Space

ATAPI 48X CDROM 3.40 [CD-ROM drive]  
HP CD-Writer+ 8200 1.0f [CD-ROM drive]

IBM DRVS09D 0270 (9.18 GB) [Hard  
drive] -- drive 0  
IBM DRVS09D 0270 (9.18 GB) [Hard  
drive] -- drive 1

## System Model

Intel Corporation

## Main Circuit Board

Board: Intel L440GX+ 721242-008  
Serial Number: IMLW94800558  
Bus Clock: 100 megahertz  
BIOS: Intel Corporation  
L440GX0.86B.0092.P09.9909161407 09/16/99

## Memory Modules - [Buy More](#)

256 Megabytes Installed Memory

Slot 'J5E1' has 128 MB  
Slot 'J5E2' has 128 MB  
Slot 'J5E3' is Empty  
Slot 'J5F1' is Empty

## Local Drive Volumes

c: (on drive 0)	1.07 GB	267 MB free
d: (on drive 1)	2.15 GB	612 MB free
e: (on drive 0)	2.15 GB	593 MB free
f: (on drive 0)	3.81 GB	868 MB free
g: (on drive 0)	2.15 GB	223 MB free
h: (on drive 1)	3.22 GB	902 MB free
i: (on drive 1)	3.80 GB	805 MB free

## Network Drives

## Printers

Epson FX-1050 on \\PC09\EPSON\_PC09

## Controllers

IDE CD-ROM (ATAPI 1.2)/Dual-channel  
AMC Bid 2009-10

## Display

*None detected*

PCI IDE Controller

**Bus Adapters**

Adaptec PCI Ultra2 SCSI Controller: AHA-294xU2W/295xU2W/AIC-789x(NT 3.5x)

**Communications**

Intel(R) PRO NDIS Driver  
Network Card MAC Address:  
00:90:27:E0:32:4A  
Network IP Address: 172.20.1.13

**Multimedia**

*None detected*

**Other Devices**

PC/AT Enhanced Keyboard (101/102-Key)  
Microsoft PS/2 Port Mouse

# Computer Profile Summary - Desktop PC - Wipro SG 7000 MW

## Operating System

Windows 98 SE (build 4.10.2222)

## Processor <sup>a</sup>

433 megahertz Intel Celeron  
32 kilobyte primary memory cache  
128 kilobyte secondary memory cache

## Drives

4.32 Gigabytes Usable Hard Drive Capacity  
330 Megabytes Hard Drive Free Space

ATAPI CD-ROM DRIVE-40X  
Generic floppy disk drive (3.5")

Generic IDE hard disk drive (4.32 GB) --  
drive 0

## System Model

*No details available*

## Main Circuit Board

Bus Clock: 66 megahertz  
BIOS: Award Software International, Inc.  
6.00 PG 01/03/00

## Memory Modules - [Buy More](#)

128 Megabytes Installed Memory

Slot 'A0' has 64 MB  
Slot 'A1' has 64 MB

## Local Drive Volumes

c: (on drive 0)	4.32 GB	330 MB free
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## Network Drives

## Printers

Epson LQ-1050+	on \\Pc09\epson on pc9
Epson LQ-1050+	on \\Loke\epson
IBM Proprinter II	on \\Pcs_pc\ibm
Samsung ML-1250 PCL 6	on LPT1:

## Controllers

Standard Floppy Disk Controller  
Intel(r) 82801AA Ultra ATA Controller  
Primary IDE controller (dual fifo)  
Secondary IDE controller (dual fifo)

## Bus Adapters

Intel(r) 82801AA USB Universal Host  
Controller

## Communications

DFE-538TX 10/100 PCI Fast Ethernet NIC  
Network Card MAC Address:  
00:50:BA:D4:41:DA  
Network IP Address: 172.20.1.133

## Display

Intel(R) 810 Chipset Graphics Driver  
4.11.01.2523 [Display adapter]  
Plug and Play Monitor

## Multimedia

Creative SB Live! Value  
Gameport Joystick (no joystick connected)  
MPU-401 Compatible

## Other Devices

Creative Gameport Joystick  
Creative MultiMedia Interface  
Creative SB16 Emulation  
Standard 101/102-Key or Microsoft Natural

Keyboard  
USB Root Hub

## Computer Profile Summary - Desktop PCs - Wipro Net Power 1110D

### Operating System

Windows 98 SE (build 4.10.2222)

### System Model

MICRO-STAR INTERNATIONAL CO.,  
LTD MS-6378

### Processor <sup>a</sup>

850 megahertz AMD Duron

### Main Circuit Board

Board: MICRO-STAR INTERNATIONAL  
CO., LTD MS-6378(VT8361)  
Bus Clock: 100 megahertz  
BIOS: Award Software International, Inc.  
6.00 PG 02/25/2002

### Drives

20.48 Gigabytes Usable Hard Drive Capacity  
19.89 Gigabytes Hard Drive Free Space

### Memory Modules - [Buy More](#)

120 Megabytes Installed Memory

Generic floppy disk drive (3.5")

Generic IDE hard disk drive (20.48 GB) --  
drive 0

### Local Drive Volumes

c: (on drive 0)	20.48 GB	19.89 GB free
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### Network Drives

### Printers

Net-It Now!                      on LPT1:

### Controllers

Standard Floppy Disk Controller  
Primary IDE controller (dual fifo)  
Secondary IDE controller (dual fifo)  
VIA Bus Master PCI IDE Controller

### Display

Standard PCI Graphics Adapter (VGA)  
[Display adapter]  
Plug and Play Monitor

### Bus Adapters

VIA Tech 3038 PCI to USB Universal Host  
Controller  
VIA Tech 3038 PCI to USB Universal Host  
Controller

### Multimedia

*None detected*

### Other Devices

Standard 101/102-Key or Microsoft Natural  
Keyboard

USB Root Hub  
USB Root Hub

## Computer Profile Summary - Multimedia PC - Wipro Voyager MW 100

### Operating System

Windows 98 SE (build 4.10.2222)

### System Model

Wipro Computers Limited Wipro Voyager  
MW100

### Processor <sup>a</sup>

433 megahertz Intel Celeron  
32 kilobyte primary memory cache  
128 kilobyte secondary memory cache

### Main Circuit Board

Bus Clock: 66 megahertz  
BIOS: Award Software International, Inc.  
6.00 PG 01/03/00

### Drives

8.64 Gigabytes Usable Hard Drive Capacity  
2.91 Gigabytes Hard Drive Free Space

### Memory Modules - [Buy More](#)

64 Megabytes Installed Memory

ATAPI CD-ROM DRIVE-40X  
Generic floppy disk drive (3.5")

Slot 'A0' has 64 MB  
Slot 'A1' is Empty

Generic IDE hard disk drive (4.32 GB) --  
drive 0  
Generic IDE hard disk drive (4.32 GB) --  
drive 1

### Local Drive Volumes

c: (on drive 0)	4.32 GB	556 MB free
d: (on drive 1)	2.09 GB	1.36 GB free
e: (on drive 1)	2.23 GB	985 MB free

### Network Drives

### Printers

Epson LQ-1050+	on \\Pc09\epson_pc0 9
HP DeskJet 610C Series	on LPT1:
HP DeskJet 670C Series Printer	on \\Pc07\hp670c(pc 07)
Net-It Now!	on LPT1:

PIC-Printer on LPT1:  
Samsung ML-1250 PCL on  
6 \\Pc16\samsung  
pc16  
Wipro HQ 1050+ on \\Pc08\wipro

### **Controllers**

Standard Floppy Disk Controller  
Intel 82801AA Bus Master IDE Controller  
Primary IDE controller (dual fifo)  
Secondary IDE controller (dual fifo)

### **Bus Adapters**

Intel 82801AA USB Universal Host  
Controller

### **Communications**

Compex RL100ATX 10\_100 Base PCI Fast  
Ethernet Adapter  
Network Card MAC Address:  
00:80:48:B6:3D:5F  
Network IP Address: 172.20.1.34

### **Display**

Intel(R) 810 Chipset Graphics Driver PV1.0  
[Display adapter]  
Plug and Play Monitor

### **Multimedia**

Creative SB Live! Value  
Gameport Joystick (no joystick connected)  
MPU-401 Compatible

### **Other Devices**

Creative Gameport Joystick  
Creative MultiMedia Interface  
Creative SB16 Emulation  
Standard 101/102-Key or Microsoft Natural  
Keyboard  
USB Root Hub



Controllers Display  
Standard Floppy Disk Controller  
Intel 82371AB/EB PCI Bus Master IDE Controller  
Primary IDE controller (dual fifo)  
Secondary IDE controller (dual fifo) ATI 3D RAGE IIC (English) (DirectX) [Display adapter]  
COMPAQ V45 Color Monitor  
Bus Adapters Multimedia  
Intel 82371AB/EB PCI to USB Universal Host Controller None detected  
Communications Other Devices  
Standard 300 bps Modem  
Compex RL100ATX 10/100 Base PCI Fast Ethernet Adapter  
Network Card MAC Address: 00:80:48:D6:39:EF Standard 101/102-Key or Microsoft Natural Keyboard  
USB Root Hub

#### Software Versions

A2I 3.0 \*  
Adobe Acrobat Version 3.0.000\*  
Akruti Import Filter \*  
America Online\0 Version 1.02.000\*  
Banner Blue Software Incorporated - Microsoft Organization Chart Version 2,0,0,1016\*  
Belarc Advisor and BelLive - Belarc's Content Personalization with Privacy Version 5.1g\*  
Chip Search Version 1.00\*  
Client Configuration Assistant \*  
CMC - SEAS Application Version 1.00\*  
Command Center \*  
Command Line Processor \*  
Creative Technology Ltd - Infra Suite Version 2.00\*  
DBF Handler \*  
eScan Content-Administrator \*  
eScan Registration \*  
FontPreviewer Application Version 1, 0, 0, 1\*  
Genigraphics®, An In Focus Systems® Company - GraphicsLink(TM) for Windows Version 8.0\*  
Information Center \*  
ISFOC RTF File converter \*  
ISM 3.0 Keyboard Driver \*  
Kbmgr \*  
Lotus 1-2-3 Release 9 Version 9.0.9805.2800\*  
Lotus Approach Release 9 for Windows N9.1.9810.1400\*  
Lotus FastSite 98 Version 1.1.9810.0600\*  
Lotus Freelance Graphics Release 9 Version 9.0.9805.2000\*  
Lotus Organizer EasyClip Version 4.1\*  
Lotus Organizer Version 4.1\*  
Lotus QuickStart Executable Version 1.0.0.4\*  
Lotus ScreenCam Version 3, 0, 0, 6\*  
Lotus SmartCenter Release 9® Version 98.1\*  
Lotus SmartSuite Release 9 Registration \* Lotus SuiteStart Release 9 Version 98.1\*  
Lotus Word Pro Release 9 Version 98.0.2815.0\*  
MailScan Dispatcher \*  
Microsoft Backup Version 4.0.952\*  
Microsoft Corporation - Clip Gallery 3.0 for Windows Version 3.0\*  
Microsoft Corporation - Windows Internet Explorer Version 4.72.2106.1\*

Microsoft Excel Version 8.0a\*  
Microsoft Exchange Version 5.0\*  
Microsoft Map Version 8.00.00.01621\*  
Microsoft Office Binder Version 8.0.3501\*  
Microsoft Office Version 8.0\*  
Microsoft Outlook Version 8.0\*  
Microsoft Outlook Version 8.02\*  
Microsoft Photo Editor Version 3.0\*  
Microsoft PowerPoint for Windows Version 8.0\*  
Microsoft® Access Version 8.0.4122\*  
Microsoft® Internet Services Version 4.71.465.5\*  
Microsoft® NetShow Version 2.0.0.912\*  
Microsoft® Schedule+ for Windows 95(TM) Version 7.5\*  
Microsoft® Word for Windows® 97 Version 8.0\*  
Net-It Now! Starter Edition Version 1.62.523\*  
Nico Mak Computing, Inc. - WinZip Version 7.0\*  
Official Language Dictionary \*  
Progressive Networks, Inc. - RealPlayer (32-bit) Version 4.01 Version 4.0.20.158\*  
RTF to ACII \*  
RTF to HTML \*  
SPLAPP Version 1.0.001\*  
Start HTML Search Server \*  
The Microsoft® Network Version 1.60.0\*  
The Microsoft® Network Version 4.2.5799\*