# Stock Holding Corporation of India Limited (StockHolding)



RFP Reference Number: IT-05/2022-23

Date: 28-NOV-2022

REQUEST FOR PROPOSAL – ANNUAL MAINTENANCE CONTRACT (AMC) OF NETWORKING DEVICES ON PAN INDIA BASIS



#### **DISCLAIMER**

The information contained in this Request for Proposal (RFP) document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of Stock Holding Corporation of India Limited (StockHolding), is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation by StockHolding to any parties other than the applicants who are qualified to submit the bids ("bidders"). The purpose of this RFP is to provide the bidder(s) within formation to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. StockHolding makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. StockHolding may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.



## **RFP Document Details**

Sr. No.	Description	Remarks	
1	Name of Organization	Stock Holding Corporation of India Limited	
2	RFP Reference Number	IT-05/2022-23	
3	Requirement	Request for proposal (RFP) for Annual Maintenance Contract of Networking Devices on PAN India basis	
4	Email Id for queries up to Pre- Bid Meet	PRIT@stockholding.com	
5	Date of Issue of RFP Document	November 28, 2022	
6	Last date and time for submission of bidder queries (by email)	December 1 , 2022 4:00 PM	
7	Date, Time and place for online Pre-bid meeting	December 2, 2022, 02.00 PM (To participate please send your request to prit@stockholding.com on or December 1, 2022 4PM)	
8	Last Date for Submission of Online Technical and Commercial Price Bid		
9	Date of opening online technical bid	December 12, 2022 05:30 PM	
10	Date of opening of online Commercial bid	December 16, 2022 11:30 AM	
11	Address for online submission of commercial bids	Bid must be submitted online at https://stockholding.auctiontiger.net	
12	Contact Details of M/s. e- Procurement Technologies Ltd. (ETL), Ahmedabad	U265562821   ±U1 635/IU1U566	

This bid document is not transferable.

StockHolding reserves the right to modify/update activities/ dates as per requirements of the process.



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#### SUBMISSION OF PROPOSAL

The response to this RFP will be submitted by way of two stage bidding process. The proposal with the relevant information/documents/acceptance of all terms and conditions as described in this RFP document will be submitted online through M/s e-Procurement Technologies Ltd.(ETL), Ahmedabad, the outsourcing agency approved by Stock Holding Corporation of India Ltd (StockHolding) for e-bidding on the website (<a href="https://stockholding.auctiontiger.net">https://stockholding.auctiontiger.net</a>). The Bidder will be trained by e-Procurement Technologies Ltd. for this purpose, and they will have to abide by the e-business rules in consultation with e-Procurement Technologies Ltd.

The Bidder will have to upload the duly signed and scanned RFP submission relevant document(s) as part of Eligibility Criteria. The qualified bidders will subsequently submit commercial bids online. All Annexure Forms will have to be filled and submitted online. The Eligibility Criteria with relative documents must be submitted online.

The bidders are requested to note that they cannot make their online submission after the time stipulated above and no extension of time will normally be permitted for submission of bid.

The bidders are requested to note that it is mandatory to have a valid digital certificate issued by any of the valid certifying authority approved by Govt. of India to participate in the online bidding. The bidders are requested to ensure that they have the same, well in advance or if any assistance is required for the purpose, bidders can contact service provider (M/s e-Procurement Technologies Ltd.).

#### Minimum requirement for e-Bidding:

- 1. Computer / Laptop (Notebook) with internet connection
- 2. Operating system Windows XP Service pack -3 / VISTA/ Windows 7 or above
- 3. Digital certificate Class II or III, Signing + Encryption

#### **Invitation for bids:**

This "Invitation for bid" is for On-site Annual Maintenance Contract of Networking Devices for StockHolding Offices on PAN India basis and should be maintained for trouble free performance along with CISCO back-lined and bidders shared support wherever applicable.

#### **Due Diligence:**

The bidder is expected to examine all instructions, Forms, Terms, Conditions and Specifications in this RFP. Bids shall be deemed to have been made after careful study and examination of this RFP with full understanding of its Implications. The Bid should be precise, complete with all details required as per this RFP document. Failure to furnish all information required by this RFP or submission of Bid not as per RFP requirements will be at the bidder's risk and may result in rejection of the bid and the decision of StockHolding in this regard will be final and conclusive and binding.



#### **Cost of Bidding:**

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

#### Contents of this RFP Document:

The requirements, bidding procedure, general terms & conditions are prescribed in this RFP document with various sections

- a Bidder Details Annexure 1
- b Requirement with Scope of Service and Terms and Conditions
- c Format for Eligibility Criteria Annexure 2
- d Format for Price Bid (Commercial) Bids Annexure 3
- e Integrity Pact (Text) Annexure 5
- f Compliance Statement Annexure 6
- g Bides preparation and submission details
- h Bill of Material

#### Clarifications regarding RFP Document:

- a Before bidding, the bidders are requested to carefully examine the RFP Document and the Terms and Conditions specified therein, and if there appears to be any ambiguity, contradictions, gap(s) and/or discrepancy in the RFP Document, they should forthwith refer the matter to StockHolding for necessary clarifications.
- b A bidder requiring any clarification for their queries on this RFP may be obtained via email to PRIT@StockHolding.com
- c StockHolding shall not be responsible for any external agency delays.
- d StockHolding reserves the sole right for carrying out any amendments / modifications / changes in the bidding process including any addendum to this entire RFP
- At any time before the deadline for submission of bids / offers, StockHolding may, for any reason whatsoever, whether at its own initiative or in response to a clarification requested by bidders, modify this RFP Document.
- StockHolding reserves the rights to extend the deadline for the submission of bids, if required. However, no request from the bidders for extending the deadline for submission of bids, shall be binding on StockHolding.
- g StockHolding reserves the right to amend / cancel / postpone / pre-pone the RFP without assigning any reasons.
- h It may be noted that notice regarding corrigendum/addendums/amendments/response to bidders queries etc., will be published on StockHolding's website only. Prospective bidders shall regularly visit StockHolding's same website for any changes/development in relation to this RFP.



## Validity of offer:

The offer should remain valid for a period of at least 60 days from the date of submission.



## **ELIGIBILITY CRITERIA (Documents to be Submitted Online)**

<u>Important</u> Bidder should upload all supporting documents at the time of submission duly signed and stamped on their company's letter head.

SI.	Criteria	Documents to be submitted by Bidder / OEM	
1	The Bidder should be a registered Company in India as per Indian Companies Act, 1956 or Indian Companies Act, 2013.	Copy of Certificate of Incorporation issued by the Registrar of Companies.	
2	The Bidder should be Tier 1or Platinum / Gold Partner of CISCO	Valid Partnership Certificate of OEM	
3	The Bidder should not be blacklisted by any Government Body. PSU, Bank, NGO, Autonomous body and any other entity	Self-declaration by the Bidder on its Letter Head duly signed by the Authorized Signatory	
4	Should have an annual turnover of at least Rs. 50 Crores per annum for last three financial years (2019-20, 2020-21 and 2021-22). With profit in at least two years It should be of individual company and not of Group of Companies	Certificate from a CA mentioning turnover and profit/loss for last three financial years. Audited Balance sheet and P&L statement for last three financial years.	
5	The bidder should have in minimum 3 enterprise/corporate customers in India where bidder have an experience of managing 1,000 network equipment's in each year for the past 3 Years	PO to be shared with minimum 3 clients	
6	The service provider shall not assign or subcontract the assignment or any part thereof to any other person/firm.	Self-Declaration on Company letter head	
7	Bidder must have presence across PAN India (include presence in East location & support in North East)	List of bidders office/location with complete address and contact details mapped to location as attached in Annexure	
8	Bidder to abide by labour laws, human rights and regulations in their regions of business. Bidder to adhere to laws addressing child, forced or trafficked labour	Self-declaration from bidder on their letter head duly signed by authorized signatory	



#### **BIDS PREPARATION AND SUBMISSION DETAILS**

The Bidder will submit the above details online on https://stockholding.auctiontiger.net and should be as per the format given.

- a There should not be any hidden / conditional costs in the bids and in the event of their presence in the bid, the bid is liable to be rejected.
- b No open ended / conditional bid shall be entertained and are liable for rejection.
- c The Bidder will submit Price (Commercial) Bid online https://stockholding.auctiontiger.net as per the format given in Annexure-3.
- d StockHolding reserves the right to negotiate with L1 bidder for arriving at final price.

#### 1. Submission of Bids

- a The required documents for Eligibility Criteria, Commercial Bid must be submitted (uploaded) online on https://stockholding.auctiontiger.net. Eligibility Criteria and Commercial Bid should be complete in all respects and contain all information asked for in this RFP document
- b The offer should be valid for a period of at least 60 days from the date of submission of bid
- c The Bidder shall fulfil all statutory requirements as described by the law and Government notices. The Bidder shall be solely responsible for any failure to fulfil the statutory obligations and shall indemnify StockHolding against all such liabilities, which are likely to arise out of the agency's failure to fulfil such statutory obligations
- d The Bidder shall be solely responsible either for any injury, damage, accident to the workman employed by the Bidder for any loss or damage to the equipment/property in the areas of work as a result of negligence/carelessness of its deployed resources.
- e No request for any further extension of the above deadline shall be entertained. Delayed and/or incomplete bid shall not be considered.
- f All employees engaged by the Bidder shall be comprehensively insured for accidents and injuries by the Bidder at his/her/their cost
- g Bidders are advised to submit their online Eligibility Criteria and commercial Price bids well before last date of submission.
- h There may not be any extension(s) to the last date of online submission of Eligibility Criteria details and commercial Price bids. This will be at the sole discretion of StockHolding.

#### 2. Evaluation of Bids

StockHolding will evaluate the bid submitted by the bidders under this RFP. It is StockHolding" s discretion to decide at the relevant point of time. The eligibility bid submitted by the Bidder will be evaluated against the Eligibility criteria set forth in the RFP. The Bidder needs to comply with all the eligibility criteria mentioned in the RFP to be evaluated for evaluation. Noncompliance to any of the mentioned criteria would result in outright rejection of the bidder's proposal. The decision of StockHolding would be final and binding on all the bidders to this document.



*StockHolding* may accept or reject an offer without assigning any reason what so ever. The bidder is required to comply with the requirement mentioned in the RFP. Non-compliance to this may lead to disqualification of a bidder, which would be at the discretion of *StockHolding*.

- a Please note that all the information desired needs to be provided. Incomplete information may lead to non-consideration of the proposal.
- b The information provided by the bidders in response to this RFP document will become the property of StockHolding.

#### **Evaluation Process**

First the 'Eligibility Criteria bid document' will be evaluated and only those bidders who qualify the requirements will be eligible for 'Technical bid'. In the second stage, for only those bidders who meets the 'Eligibility Criteria', technical bids will be evaluated, and a technical score would be arrived at. In third stage, only those bidders, who have qualified in the technical evaluation, shall be invited for commercial evaluation.

#### Eligibility Criteria Evaluation

The bidder meeting the Eligibility Criteria as per **Annexure 2** will be considered for Technical evaluation. Any credential/supporting detail mentioned in "Annexure 2 – Eligibility Criteria" and not accompanied by relevant proof documents will not be considered for evaluation. All credential letters should be appropriately bound, labelled and segregated in the respective areas. There is no restriction on the number of credentials a bidder can provide.

#### **Technical Bid Evaluation**

The Technical bids of only those bidders shall be evaluated who have satisfied the eligibility criteria bid. StockHolding may seek clarifications from the any or each bidder as a part of technical evaluation. All clarifications received by within stipulated time shall be considered for evaluation. In case a clarification is not received within the stipulated time, the respective technical parameter would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken by the StockHolding.

Only those bidders scoring a *minimum* of 30 in the Technical evaluation will be qualified for Commercial evaluation.

The proposal submitted by the bidders shall, therefore, be evaluated on the following criteria:

Parameter	Method of	Maximum	Documents
	Allocating Marks	Score	Required
The Bidder should be Tier 1 /	If Yes, 10 Marks	10	Valid
Platinum / Gold Partner of	If No, 0 Marks		Partnership
CISCO			Certificate of
			OEM



The bidder should have in minimum 3 enterprise/corporate customers in India where bidder have an experience of managing 2,000 network equipment's in each year for the past 3 Years	a) 3 Project = 5 Marks b) >3 and <= 5 Project; = 7.5 Marks c) >5 Project = 10 Marks	10	PO to be shared with StockHolding
Bidder must have presence across PAN India (include presence in East location & support in North East)	If Yes, 10 Marks If No, 0 Marks	10	List of bidders office/location with complete address and contact details mapped to location as attached in Annexure
StockHolding Vendor experience rating (Based on StockHoldings' experience with the Vendor performance on a StockHolding project within the last 3 years).	-10: negative performance experience 0: Neutral (Vendor may or may not have worked with StockHolding over the last 3 years. +10: Positive performance experience	10	StockHolding internal evaluation
Total Marks		Max: 40	

#### **Commercial Bid Evaluation**

Only those bidders scoring a *minimum* of 30 in the Technical evaluation will be deemed qualified for commercial evaluation.

The Commercial offers of only those Bidders, who are short-listed after technical evaluation, would be opened. The format for quoting commercial bid set out in Annexure 3- "Commercial Bill of Material". Based on the price quoted in the Commercial Bid will be evaluated to decide the L1 bidder.

Further, StockHolding will negotiate with the L1 bidder (decided based on the Commercial Bid evaluation) to arrive at final price.



#### REQUIREMENT

Stockholding will be renewing Annual Maintenance contract of all existing Cisco switches and Cisco routers term as Network devices across all India locations for a period from 01st January 2023 to 31st December 2023. Network devices of Stockholding branches which include network devices for 24 x7 x365 shared support from respective vendor. Stockholding is expecting a comprehensive annual maintenance contract (AMC) along with break-up of number of devices as per list attached.

Note: *StockHolding* reserves the right to alter/amend/reduce/remove the bill of material, features and specifications entirely or partly during the RFP process.

#### **Terms and Conditions**

#### A. Payment:

- a. Quarterly payment on completion of each quarter with exception of 4<sup>th</sup> Quarter and on submission of Invoice duly certified by StockHolding Networking official(s). For 4<sup>th</sup> Quarter StockHolding billing will be at end of quarter. Applicable TDS will be deducted (recovered) from the payment(s).
- b. Applicable Penalty/Penalties may be recovered from payment
- c. As and when or all devices are removed, the payment will be made on pro-rate basis.

#### B. Taxes & levies:

- a. Applicable GST payable at actual as per prevailing rate of taxes as per Government notification
- b. In case of tax exemption or lower TDS; Bidder has to submit letter from Government Authority for tax exemption or lower TDS (to be submitted along with each of the invoice(s) (c) Applicable TDS will be deducted from payment(s).

#### C. Location Details:

a. As per list of inventory attached

#### D. AMC Period:

a. One year from the date of purchase order.

#### **Scope of Work**

Scope of work involves the following:

- a. Respective vendor should be Tier 1/ Platinum / Gold Partner of the OEM. A Partnership Certificate in support of this must be enclosed while submitting the quotes.
- b. If the respective vendor is an authorized partner or service provider of an OEM, an undertaking from the OEM is required (please enclose) stating that they would facilitate the bidder on a regular basis with technology/product updates and extends support for the warranty as well. An undertaking should also include by OEM stating that in the event



- the fails to resolve/handle any issue within stipulated time limits, OEM would take the responsibility of handling the issue directly or through it's channel Partner.
- c. The Vendor shall not assign or sub-contract the assignment or any part thereof to any other person/firm.
- d. Bidder must have presence across PAN India (include presence in East location & support in North East) and no support has been provided by third part support integrator.
- e. Vendor will provide 24 hours support on all seven days of the week (24x7x365) on the complete bill of material as mentioned in Annexure.

#### Network Equipment Uptime

Sr. No.	SLA	Core Routers & Core Switches, DC, NDR, DR Sites and HUB Location Equipment	Others
1	Coverage	Coverage 24 x7 x 365	Coverage 24 x7 x 365
2	Response Time	2 Hours	4 Hours
3	Resolution Time (including replacement)	4 Hours	8 Hours
4	Equipment Uptime	99% calculated Monthly	98% calculated Monthly

#### System/Solution Uptime Calculation Method

Business Hours Window: (Monday to Saturday = 7:00AM to 11:00PM = 16 hours in a day \* 26 days

Vendor should provide system/solution uptime of 99% and 98% device specific on the entire Bill Of Material as per "Network equipment uptime" table as shown above on monthly basis.

Uptime shall be calculated at the end of each month as follows.

Uptime: {(Actual Uptime + Excusable Down Time) / Schedule Hrs} x 100

- a. Actual Uptime means, of the scheduled hours, the aggregate number of hours in any month during which each defined and supported equipment is actually available for use.
- b. Excusable downtime means the aggregate number of hours in any month during which each defined and supported equipment and service is down during scheduled hours due to preventive maintenance, scheduled outages, LAN cabling faults, infrastructure problems or any other situation which is not attributable to vendor's failure to exercise due care in performing its responsibilities.



c. Scheduled hours means the days of the week and the hours per day for which the vendor has committed to an availability service level for a system or network and during which periods such Availability Service Level will apply.

#### **System Downtime Calculation Method**

- a. The recording of downtime shall commence from the time of registering the call with the vendor.
- b. If Stockholding elects to continue the operation on the equipment of service, when part of the equipment or service gives problem, an event normally giving rise to downtime, the commencement of downtime shall be deferred until Stockholding releases the equipment or service as required by the vendor to do remedial maintenance.
- c. Downtime shall end when the equipment and all services is made operational.
- d. Downtime shall not be considered under the following scenarios:
  - Failure of Stockholding to take any specified action previously agreed by Stockholding with the vendor where Stockholding has modified the software or hardware without prior written consent of the vendor.
  - Time taken by pre-scheduled preventive maintenance and health check at a time convenient to Stockholding during agreed service hours.
  - o Repair time due to machine failure caused by confirmed environmental conditions.
  - When the system is normally functioning time to reload operating system and any applications and restore any old data at Stockholding's request.
  - o Preventive maintenance, Scheduled outages, LAN Cabling faults, infrastructure problems or any other situation which is not attributable to vendor's failure to exercise due care in performing its responsibilities.

#### Vendor's Responsibility

- a. Vendor will stock necessary spares (Preferably at Stockholding site) to meet the desired SLA's.
- b. The Vendor will provide and apply all available patches and IOS's release updates and upgrades as and when required by SHCIL and /or as when released by OEM and / or review the same on quarterly basis.
- c. Vendor will undertake preventive maintenance services once in a every quarter for all the in scope devices by personally allocating a field engineer at respective location.
- d. Vendor will configure, re-configure, install, re-install, apply patches, and apply updates (ioS, etc.) as required. This is applicable to the entire inventory.
- e. Vendor will raise RMA and get the equipment replaced, installed, configured and working in SHCIL's network. End to-End support is expected from the Vendor/ Bidder. Faulty hardware is owned by vendor.
- f. Vendor will provide stand-by equipment of similar configuration or higher in case replacement is delayed with respect to (w. r. t.) SLA defined.



- g. Vendor will hereby indemnify, protect and save StockHolding against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the equipment offered by the vendor (bidder). Any publicity by vendor (bidder) in which name of StockHolding is used should be done only with the explicit permission of StockHolding.
- h. Vendor will sign Non-Disclosure Agreement and should be valid till for a year from the date of the purchase Order.
- i. Vendor will re-check existing inventory and will provide an updated Inventory list on quarterly basis during the contract period.
- j. Vendor will provide PSRT support (Shared Support) required as per support requirement of Stockholding.
- k. In case of mismatch of model number / serial number of devices because of RMA those devices should be honoured during the AMC.
- Router and Switches health status related issues example. Low RPM related concerns needs to be check on priority basis and network devices accessories are consider as a part of part replacement during this AMC. i.e. FAN replacement has been consider as a part of this AMC.
- m. Inventory provided by Stockholding has been verified till September 2022 as the existing AMC contract with the current vendor is valid till December 2022 end. Considering this it may possible that there will be modifications in some of the network devices in next 3 months. So complete inventory details will be provided to Successful vendor.
- n. In case of Network devices shifting activity in Racks at any of the Stockholding location we will require onsite engineer's support from respective vendor for shifting of network devices.

#### **Penalty Clause**

- a. For each incidence of breach if vendor do not meet its SLA, Stockholding put the penalty of Rs.5,000/- per day till 3 days. Beyond 3 days, penalty of Rs.10,000/- per day per instance of breach. If delay exceed for 7 days then Stockholding reserves the right to terminate the contract.
- b. Any deviation in quarterly preventive maintenance a penalty of Rs.10,000/- per branch per quarter will be applicable.
- c. Stock Holding shall have the right to terminate agreement/contract(s) formed between Stock Holding and the respective vendor(s) by giving thirty (60) days written notice in advance. If at any point of time, the services of vendor are found to be non-satisfactory the contract will be terminated, giving 60 days prior written notice in advance.
- d. Stock Holding will pay the yearly maintenance charge as per the purchase order on quarterly basis at the end of every quarter subject to satisfactory service as per contract and submission of requisite invoices/bills after deducting penalties if any. No separate reimbursement of any kind will be provided to the vendor beyond the quoted price. There shall be no escalation in the prices once they are fixed and agreed by Stock Holding and



the vendors. But, any benefit arising out of any subsequent reduction in the prices due to reduction in duty and/or taxes after the prices are fixed should be passed on to Stock Holding. Stock Holding would be entitled to levy and/or deduct tax on payments as applicable in India.

#### **Force Majeure**

The Bidder will not be held responsible for breach of executing any obligation or delay in executing any obligations during below given circumstances / conditions:

- a. War, Riots, Strike, Fire, Flood, Earthquake, Storm, Pandemic breakout, Power failure, Theft etc.
- b. Any Governmental priorities (Necessary proof for validation viz. Govt. Gazette notifications, Leading Newspaper reports, etc. should be made available) (c) Sabotage or omission of StockHolding

#### **Dispute Resolution**

In the event of any dispute arising out of or in connection with this Order, the parties shall use their best endeavor to resolve the same amicably AND if the dispute could not be settled amicably, the matter shall be settled in the court under Mumbai jurisdiction only. The final payment will be released only after the Bidder complies with above-mentioned clause

#### Right to alter RFP

- a. StockHolding reserves the right to alter the RFP terms and conditions at any time before submission of the bids.
- b. StockHolding reserves the right to modify, amend, alter and/or cancel the entire RFP at any stage without assigning any reason whatsoever. We further understand and accept that StockHolding's decision in this regard will be final and binding on all bidders.

#### No Commitment to accept lowest or any other bid

StockHolding shall be under no obligation to accept the lowest or any other offer received in response to this tender (RFP) notice. StockHolding further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar credentials of a Bidder. When StockHolding makes any such rejection, StockHolding will not be bound to give any reason and/or justification in this regard to the Bidder.

#### **Integrity Pact**

The Bidder will have to enter in to an Integrity Pact with StockHolding. The format (text) for the Integrity Pact is provided as Annexure-5. The successful Bidder will have to submit a signed and stamped copy of the Integrity Pact by the authorized signatory of the successful Bidder.



#### **Non-Disclosure Agreement (NDA)**

The successful Bidder will sign a Non-Disclosure Agreement (NDA) with StockHolding. The draft text of the NDA will have to be approved by legal department of StockHolding.

#### Indemnify

The Bidder should hereby indemnify, protect and save StockHolding against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the equipment offered by the Bidder. Any publicity by Bidder in which name of StockHolding is used should be done only with the explicit permission of StockHolding.

#### **Subcontracting**

As per scope of this RFP, sub-contracting is not permitted.

#### **Termination Clause**

StockHolding reserves right to cancel the contract anytime at sole discretion with 60 days" notice given to bidder. If at any point of time, the services of bidders are found to be non-satisfactory the contract will be terminated, giving 60 days prior written notice in advance.

# ANNEXURE - 1 Details of Bidder's Profile (To be submitted along with technical bid on Company letter head)

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

Sl. No	Parameters	Respo	nse
1	Name of the Firm/Company		
2	Year of Incorporation in India		
3	Names of the Partners/Directors		
4	Company PAN no		
5	Company GSTN no. (please attach annexures for all states )		
6	Addresses of Firm/Company		
	a) Head Office		
	b) Local Office in Mumbai(if any)		
7	Authorized Contact person		
	a) Name and Designation		
	b) Telephone number		
	c) E-mail ID		
8	Years of experience of Managing more than 2000 network devices		
9	Financial parameters		
	Business Results (last three years)	Annual Turnover	Operating Profit
		(Rs. in Crores)	(Rs. in Crores)
	2019-20		
	2020-21		
	2021-22		
	(Only Company figures need to be mentioned not to include group/subsidiary Company figures)	(Mention the above Amo INR only)	

N.B. Enclose copies of Audited Balance Sheet along with enclosures Dated this...... Day of .................................. 2022

(Signature)

(In the capacity of)

# **ANNEXURE - 2** To be submitted along online

SI.	Criteria	Documents to be submitted by Bidder / OEM	
1	The Bidder should be a registered Company in India as per Indian Companies Act, 1956 or Indian Companies Act, 2013.	issued by the Registrar of	
2	The Bidder should be Tier 1or Platinum / Gold Partner of CISCO	Valid Partnership Certificate of OEM	
3	The Bidder should not be blacklisted by any Government Body. PSU, Bank, NGO, Autonomous body and any other entity	Self-declaration by the Bidder on its Letter Head duly signed by the Authorized Signatory	
4	Should have an annual turnover of at least Rs. 50 Crores per annum for last three financial years (2019-20, 2020-21 and 2021-22). With profit in at least two years It should be of individual company and not of Group of Companies	Certificate from a CA mentioning turnover and profit/loss for last three financial years. Audited Balance sheet and P&L statement for last three financial years.	
5	The bidder should have in minimum 3 enterprise/corporate customers in India where bidder have an experience of managing 1,000 network equipment's in each year for the past 3 Years		
6	The service provider shall not assign or subcontract the assignment or any part thereof to any other person/firm.	1 0	
7	Bidder must have presence across PAN India (include presence in East location & support in North East)		
8	Bidder to abide by labour laws, human rights and regulations in their regions of business. Bidder to adhere to laws addressing child, forced or trafficked labour	Self-declaration from bidder on their letter head duly signed by authorized signatory	

# **ANNEXURE - 3 Commercial Price Bid Format**

SI.	Requirement	Price (Rs.) in INR
1.	Annual Maintenance Contract (AMC) for networking	
	equipment's (Devices with bidders Support only)	
	TOTAL	

#### Note:

- a Above prices should be exclusive of taxes & levies
- b For Bill of Material (BoM) please refer to Annexure 8 of this RFP

#### Notes:

- a Applicable GST payable at actual as per prevailing rate of taxes and levies as per Government notification. In case of tax exemption or lower TDS, bidder has to submit letter from Government Authority for tax exemption or lower TDS (to be submitted along with each of the invoice(s).
- b Bidder must take care in filling price information in the Commercial Offer, to ensure that there are no typographical or arithmetic errors. All fields must be filled in correctly. Please note that any Commercial Offer, which is conditional and / or qualified or subjected to suggestions, will also be summarily rejected. This offer shall not contain any deviation in terms & conditions or any specifications, if so such an offer will also be summarily rejected.
- c The Bidder will provide required price breakup of entire bill of material as and when required by StockHolding.
- d All payments will be made in INR.



#### **ANNEXURE - 4**

AND WHEREAS the PRINCIPAL/Owner values full compliance with all relevant laws of the land, rules, regulations economic use of resources and of fairness/transparency in its relation with Bidder(s)/Contractor(s)/Counter Party(ies).

context otherwise requires, his successors and permitted assigns) of the Second Part.

AND WHEREAS, in order to achieve these goals, the Principal/Owner has appointed Independent External Monitors (IEM) to monitor the Tender (RFP) process and the execution of the Contract for compliance with the principles as laid down in this Agreement.

WHEREAS THE Principal proposes to procure the Goods/services and Counter Party is willing to supply/has promised to supply the goods OR to offer/has offered the services and WHEREAS the Counter Party is a private Company/Public Company/Government Undertaking/ Partnership, constituted in accorded with the relevant law in the matter and the Principal is a Government Company performing its functions as a registered Public Limited Company regulated by Securities Exchange Board of India. NOW THEREFORE, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence prejudiced dealings prior to, during and subsequent to the tenor of the contract to be entered into with a view to "- Enabling the PRINCIPAL to obtain the desired goods/services at competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling the Counter Party to abstain from bribing or indulging in any type of corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PRINCIPAL will commit to prevent corruption, in any form, by its officials by following transparent procedures. The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:



#### I. Commitment of the Principal / Buyer

- 1. The Principal Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
- a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender (RFP) or the execution of the contract, procurement or services/goods, demand, take a promise for or accept for self or third person, any material or immaterial benefit which the person not legally entitled to.
- b) The Principal/Owner will, during the Tender (RFP) Process treat all Bidder(s)/Counter Party(ies) with equity and reason. The Principal / Owner will, in particular, before and during the Tender (RFP) Process, provide to all Bidder(s) / Counter Party (ies) the same information and will not provide to any Bidder(s)/Counter Party (ies) confidential / additional information through which the Bidder(s)/Counter Party (ies) could obtain an advantage in relation to the Tender (RFP) Process or the Contract execution.
- c) The Principal / Owner shall endeavor to exclude from the Tender (RFP) process any person, whose conduct in the past been of biased nature.
- 2. If the Principal / Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC) / Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there is a substantive suspicion in this regard, the Principal / Owner / StockHolding will inform the Chief Vigilance Officer through the Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

#### **II. Commitments of Counter Parties/Bidders**

- 1. The Counter Party commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of bid or during any pre-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following. Counter Party (ies) / Bidders commits himself to observe these principles during participation in the Tender (RFP) Process and during the Contract execution.
- 2. The Counter Party will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL, connected directly or indirectly with the bidding process, or to any person organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3. The Counter Party further undertakes that it has not given, offered or promised to give directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal / StockHolding or otherwise in procurement the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the



Principal / StockHolding for forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Principal / StockHolding.

- 4. Bidder / Counter Party shall disclose the name and address of agents and representatives, if any, handling the procurement / service contract.
- 5. Bidder / Counter Party shall disclose the payments to be made by them to agents / brokers; or any other intermediary if any, in connection with the bid / contract.
- 6. The Bidder / Counter Party has to further confirm and declare to the Principal / StockHolding that the Bidder / Counter Party is the original integrator and has not engaged any other individual or firm or company, whether Indian or foreign to intercede, facilitate or in any way to recommend to Principal / StockHolding or any of its functionaries whether officially or unofficially to the award of the contract to the Bidder / Counter Party nor has any amount been paid, promised or intended to the be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 7. The Bidder / Counter Party has to submit a Declaration along with Eligibility Criteria, as given at **Annexure**. If bids are invited through a Consultant a Declaration has to be submitted along with the Eligibility Criteria as given at **Annexure**.
- 8. The Bidder / Counter Party, either while presenting the bid or during pre-contract negotiation or before signing the contract shall disclose any payments made, is committed to or intends to make to officials of StockHolding /Principal, or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 9. The Bidder / Counter Party will not collude with other parties interested in the contract to impair the transparency, fairness and progress of bidding process, bid evaluation, contracting and implementation of the Contract.
- 10. The Bidder / Counter Party shall not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 11. The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal / StockHolding as part of the business relationship, regarding plans, proposals and business details, including information contained in any electronic data carrier. The Bidder / Counter Party also Undertakes to exercise due and adequate care lest any such information is divulged.
- 12. The Bidder / Counter Party commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 13. The Bidder / Counter Party shall not instigate or cause to instigate any third person including their competitor(s) of bidding to commit any of the actions mentioned above.
- 14. If the Bidder / Counter Party or any employee of the Bidder or any person acting on behalf of the Bidder / Counter Party, either directly or indirectly, is a relative of any of the official / employee of Principal / StockHolding, or alternatively, if any relative of an official / employee of Principal / StockHolding has financial interest / stake in the Bidder's / Counter Party firm, the same shall be disclosed by the Bidder / Counter Party at the time of filing of tender (RFP).



- 15. The term `relative" for this purpose would be as defined in Section 2 Sub Section 77 of the Companies Act, 2013.
- 16. The Bidder / Counter Party shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employees / officials of the Principal / StockHolding
- 17. The Bidder / Counter Party declares that no previous transgression occurred in the last three years immediately before signing of this IP, with any other Company / Firm/ PSU/ Departments in respect of any corrupt practices envisaged hereunder that could justify Bidder / Counter Party exclusion from the Tender (RFP) Process.
- 18. The Bidder / Counter Party agrees that if it makes incorrect statement on this subject, Bidder / Counter Party can be disqualified from the tender (RFP) process or the contract, if already awarded, can be terminated for such reason.

#### III. Disqualification from Tender (RFP) Process and exclusion from Future Contracts

- 1. If the Bidder(s) / Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article II above or in any other form, such as to put his reliability or credibility in question, the Principal / StockHolding is entitled to disqualify the Bidder / Counter Party / Contractor from the Tender (RFP) Process or terminate the Contract, if already executed or exclude the Bidder / Counter Party / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by Principal / StockHolding. Such exclusion may be for a period of 1 year to 3 years as per the procedure prescribed in guidelines of the Principal / StockHolding.
- 2. The Bidder / Contractor / Counter Party accepts and undertake to respect and uphold the Principal / StockHolding's absolute right to resort to and impose such exclusion.
- 3. Apart from the above, the Principal / StockHolding may take action for banning of business dealings / holiday listing of the Bidder / Counter Party / Contractor as deemed fit by the Principal / Owner / StockHolding.
- 4. The Bidder / Contractor / Counter Party can prove that it has resorted / recouped the damage caused and has installed a suitable corruption prevention system, the Principal / Owner/ StockHolding may at its own discretion, as per laid down organizational procedure, revoke the exclusion prematurely.
  - **IV. Consequences of Breach** Without prejudice to any rights that may be available to the Principal / StockHolding / Owner under Law or the Contract or its established policies and laid down procedure, the Principal / StockHolding / Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder / Contractor(s) / Counter Party:-
- 1. Forfeiture of EMD / Security Deposit: If the Principal / StockHolding / Owner has disqualified the Bidder(s)/Counter Party(ies) from the Tender (RFP) Process prior to the award of the Contract or terminated the Contract or has accrued the right to terminate the Contract according the Article III, the Principal / StockHolding / Owner apart from exercising any legal rights that may have accrued to the Principal / StockHolding / Owner, may in its considered



opinion forfeit the Earnest Money Deposit / Bid Security amount of the Bidder / Contractor / Counter Party.

2. Criminal Liability: If the Principal / Owner / StockHolding obtains knowledge of conduct of a Bidder / Counter Party / Contractor, or of an employee of a representative or an associate of a Bidder / Counter Party / Contractor which constitute corruption within the meaning of PC Act, or if the Principal / Owner / StockHolding has substantive suspicion in this regard, the Principal /

StockHolding / Owner will inform the same to the Chief Vigilance Officer through the Vigilance Officer.

#### IV. Equal Treatment of all Bidders/Contractors / Subcontractors / Counter Parties

- 1. The Bidder(s) / Contractor(s) / Counter Party (ies) undertake (s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder / Contractor / Counter-Party shall be responsible for any violation(s) of the principles laid down in this Agreement / Pact by any of its sub-contractors / sub-bidderss.
- 2. The Principal / StockHolding / Owner will enter into Pacts on identical terms as this one with all Bidders / Counterparties and Contractors.
- 3. The Principal / StockHolding / Owner will disqualify Bidders / Counter Parties / Contractors who do not submit, the duly signed Pact, between the Principal / Owner / StockHolding and the Bidder/Counter Parties, along with the Tender (RFP) or violate its provisions at any stage of the Tender (RFP) process, from the Tender (RFP) process.

#### VI. Independent External Monitor (IEM)

- 1. The Principal / Owner / StockHolding has appointed competent and credible Independent External Monitor (s) (IEM) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 2. The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chief Executive Officer and Managing Director, StockHolding Ltd.
- 3. The Bidder(s)/Contractor(s) / Counter Party(ies) accepts that the IEM has the right to access without restriction, to all Tender (RFP) documentation related papers / files of the Principal / StockHolding / Owner including that provided by the Contractor(s) / Bidder / Counter Party. The Counter Party / Bidder / Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his or any of his Sub-Contractor" s Tender (RFP) Documentation / papers / files. The IEM is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-Contractors / Counter Party (ies) with confidentiality.
- 4. In case of tender (RFP)s having value of 5 crore or more, the Principal / StockHolding / Owner will provide the IEM sufficient information about all the meetings among the parties related to the Contract/Tender (RFP) and shall keep the IEM apprised of all the developments in the Tender (RFP) Process.

- 5. As soon the IEM notices, or believes to notice, a violation of this Pact, he will so inform the Management of the Principal / Owner /StockHolding and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit nonbinding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 6. The IEM will submit a written report to the CEO&MD, StockHolding. Within 6 to 8 weeks from the date of reference or intimation to him by the Principal / Owner / StockHolding and should the occasion arise, submit proposals for correcting problematic situations.
- 7. If the IEM has reported to the CEO&MD, StockHolding Ltd. a substantiated suspicion of an offence under the relevant IPC/PC Act, and the CEO&MD, StockHolding has not within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the IEM may also transmit the information directly to the Central Vigilance Officer.
- 8. The word `IEM" would include both singular and plural.

#### VII. Duration of the Integrity Pact (IP)

This IP begins when both the parties have legally signed it. It expires for the Counter Party / Contractor / Bidder, 12 months after the completion of work under the Contract, or till continuation of defect liability period, whichever is more and for all other Bidders, till the Contract has been awarded. If any claim is made / lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by the CEO&MD StockHolding

#### VIII. Other Provisions

- 1. This IP is subject to Indian Law, place of performance and jurisdiction is the Head Office / Regional Offices of the StockHolding / Principal / Owner who has floated the Tender (RFP).
- 2. Changes and supplements in any Procurement / Services Contract / Tender (RFP) need to be made in writing. Change and supplement in IP need to be made in writing.
- 3. If the Contractor is a partnership or a consortium, this IP must be signed by all the partners and consortium members. In case of a Company, the IP must be signed by a representative duly authorized by Board resolution.
- 4. Should one or several provisions of this IP turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5. Any dispute or difference arising between the parties with regard to the terms of this Agreement / Pact, any action taken by the Principal / Owner / StockHolding in accordance with this Agreement / Pact or interpretation thereof shall not be subject to arbitration.

#### IX. Legal and Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and / or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agrees that this Pact will have precedence over the Tender



(RFP) / Contract documents with regard to any of the provisions covered under this Integrity Pact.

IN WITHNESS WHEREOF the parties have signed and executed this Integrity Pact (IP) at the place and date first above mentioned in the presence of the following witnesses:-				
(For and on behalf of Principa				
(For and on behalf of Bidder / Counter Party / Contractor)				
WITNESSES: 1	(Signature, name and address)			
2	(Signature, name and address)			

Note: In case of Purchase Orders wherein formal agreements are not signed references to witnesses may be deleted from the past part of the Agreement.



## ANNEXURE- 5 Covering Letter on bidder's Letterhead of Integrity Pact

To,
Sub: RFP REF NO: IT-05/2022-23 dated 28-Nov-2022 for AMC of Networking Devices on PAN India basis
Dear Sir,  DECLARATION
Stock Holding Corporation of India Limited (StockHolding) hereby declares that StockHolding has adopted Integrity Pact (IP) Program as advised by Central Vigilance Commission vide its Letter No. ———————————————————————————————————
Yours faithfully,
For and on behalf of StockHolding Corporation of India Limited (Authorized Signatory)



#### **ANNEXURE - 6**

Compliance Statement (To be submitted online)

RFP REF NO: IT-05/2022-23 Dated 28-Nov-2022

Subject: AMC of Networking Devices on PAN India Basis

#### **DECLARATION**

We understand that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the StockHolding. We also agree that the StockHolding reserves its right to reject the bid, if the bid is not submitted in proper format as per subject RFP.

Sr.	Item / Clause of the RFP	Complianc	Remarks/Deviati
No.		e (Yes / No)	ons
			(if any)
1	Objective of the RFP		
2	Scope of Work		
3	Eligibility Criteria		
4	Service Level Agreement (SLA) / Scope of Work		
5	Non-Disclosure Agreement		
6	Payment Terms		
7	Bid Validity		
8	Right to alter RFP		
9	No Commitment to Accept Lowest or Any Tender (RFP)		
10	Governing Law and Disputes		
11	Force Majeure		
14	Compliance Requirements		
15	Resolution of Disputes		
16	Integrity Pact		
17	Ownership and Retention of Documents		



18	All General & Other Terms & Conditions in the RFP	
19	Requirement	
20	Bid Formats (Eligibility Criteria & Commercial Price Bid)	
21	Annexures in the RFP	

(If Remarks/Deviations column is left blank it will be construed that there is no deviation from the specifications given above)

Date: Signature with seal

Name & Designation:



#### **ANNEXURE -7**

(To be submitted online)

To, StockHolding Corporation of India Limited Plot No. P-51, T.T.C. Industrial Area M.I.D.C., Mahape, Kalyan-Shil Road Navi Mumbai PIN 400710

Dear Sir,

Sub: RFP Reference No. IT-05/2022-23 dated 28-Nov-2022

With reference to the above RFP, having examined and understood the instructions, annexures, terms and conditions forming part of the RFP.

We further confirm that the offer is in conformity with the terms and conditions as mentioned in the RFP. We also confirm that the offer shall remain valid for 60 days from the date of the offer. We also confirm that we also comply terms and conditions.

We also understand and accept that StockHolding can modify, amend, alter and/or cancel the entire RFP at any stage without assigning any reason whatsoever. We further understand and accept that StockHolding's decision in this regard will be final and binding on us.

We also accept that the StockHolding's decision(s) with reference to this RFP pertaining to evaluation process of bidder responses will be final and binding on us. We also understand and accept that no queries will be entertained in this regard by StockHolding.

StockHolding is not bound to accept the lowest or any bid received by StockHolding, and it may reject all or any bid. If our bid is accepted, we are responsible for the due performance of the contract.

Authorized Signatories
(Name &Designation, seal of the firm)
Date:

Place:



#### **ANNEXURE - 8**

#### (DETAILED BILL OF MATERIAL FOR AMC OF NETWORKING DEVICES ON PAN INDIA)

#### BILL OF MATERIAL FOR AMC REQUIREMENT OF NETWORKING EQUIPMENTS:

- (1) Routers for AMC (265 Nos.)
- (2) Switches for AMC (282 Nos.)

Summary of Cisco Assets of Stockholding						
Total Number of count of Router Models						
			Type of Support			
Router Model	Quantity	Hardware End of Life	Back aligned with Cisco	Back aligned with Cisco + Bidders Shared Support		
			SNTC 24x7x4	24x7x365		
Cisco 1841	2	31-Oct-16	-	2		
Cisco 1921	1	30-Sep-23	-	1		
Cisco 2801	118	31 Oct 16	-	118		
Cisco 2811	16	31-Oct-16	-	16		
Cisco 2821	2	31-Oct-16	-	2		
Cisco 2901	105	31-Dec-22	-	105		
Cisco 2911	6	31-Dec-22	-	6		
Cisco 3945	15	31-Dec-22	-	15		
	265		0	265		

Total Number of count of Switch Models					
			Type of Support		
Router Model	Quantity	Hardware End of Life	Back aligned with Cisco	Back aligned with Cisco + Bidders Shared Support	
			SNTC 24x7x4	24x7x365	
Cisco WS-C2960-24TC-S	226	31-Oct-19	-	226	
Cisco WS-C2960-24-TT-L	19	31-Oct-19	1	19	
Cisco WS-C2960G-24TC-L	3	31-Jul-17	1	3	
Cisco WS-C2960G-48TC-L	5	31-Jul-17	1	5	
Cisco WS-C2960S-24TS-L	1	30-Nov-20	-	1	
Cisco WS-C2960X-24TS-L	4	31-Oct-26	-	4	

#### REQUEST FOR PROPOSAL – AMC OF NETWORKING DEVICES



Cisco WS-C2960+24TC-S	6	31-Oct-26	-	6
Cisco WS-C3560E-24TD-E	5	31-Jan-18	-	5
Cisco WS-C2960X-24TD-L	2	31-Oct-26	-	2
Cisco WS-C2960X-48TS-L	1	31-Oct-27	-	1
Cisco WS-C2960-48TT-S	3	31-Oct-19	-	3
Cisco WS-C2960-24TC-L	5	31-Oct-19	-	5
Cisco WS-C3560E-48TD-S	2	31-Jan-18	-	2
	282		0	282