

**REQUEST FOR PROPOSAL – ANNUAL MAINTENANCE CONTRACT OF NETWORKING
DEVICES**

Stock Holding Corporation of India Limited

(StockHolding)



RFP Reference Number: IT-12/2021-22

Date: 16-NOV-2021

**REQUEST FOR PROPOSAL – ANNUAL MAINTENANCE CONTRACT OF NETWORKING
DEVICES ON PAN INDIA BASIS**

REQUEST FOR PROPOSAL – ANNUAL MAINTENANCE CONTRACT OF NETWORKING DEVICES

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) with information 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.

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RFP Document Details

Sr. No.	Description	
1	Name of Organization	Stock Holding Corporation of India Limited
2	RFP Reference Number	IT-12/2021-22
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 16 , 2021
6	Last date and time for submission of bidder queries (by email)	November 22 , 2021 4:00 PM
7	Date, Time and place for online Pre-bid meeting	November 23, 2021, 02.00 PM (To participate please send your request to prit@stockholding.com on or before November 22, 2021 4PM)
8	Last Date for Submission of Online Technical and Commercial – Indicative Price Bid	December 03, 2021 before 4.00 PM
9	Date of opening online technical bid	December 03 2021 05:30 PM
10	Date of opening of online Commercial (Indicative price) bid	December 07 2021 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	Call : +91 9904406300 +91 9510812960 +91 9265562821 +91 6354919566 e-mail: support@auctiontiger.net
13	Date and time of the online reverse auction for commercial finalization	24-Dec-2021 @16:30 hrs

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 (<https://stockholding.auctiontiger.net>). The Bidder will be trained by eProcurement 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

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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) Bids preparation and submission details
- (H) bill of material

Clarifications regarding RFP Document:

- 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.
- A bidder requiring any clarification for their queries on this RFP may be obtained via email to PRIT@StockHolding.com
- *StockHolding* shall not be responsible for any external agency delays.
- *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.
- 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.
- *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*.

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- *StockHolding* reserves the right to amend / cancel / postpone / pre-pone the RFP without assigning any reasons

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)

Important 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 1 Gold Partner of CISCO	Letter from CISCO (OEM) for MAF details as per annexure 8
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. 80 Crores per annum for last three financial years (2017-18,2018-19, 2019-20). 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 2,000 network equipment's in each year for the past 3 Years	PO to be shared with minimum 3 clients
6	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

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7	The service provider shall not assign or subcontract the assignment or any part thereof to any other person/firm.	Self-Declaration.
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 authorised signatory

(A) Bids Preparation and Submission Details

- a. The Bidder will submit the above details online on <https://stockholding.auctiontiger.net> and should be as per the format given
- b. 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.
- c. No open ended / conditional bid shall be entertained and are liable for rejection.

1. Commercial Bid

- a. The Bidder will submit Price (Commercial) Bid online <https://stockholding.auctiontiger.net> as per the format given in Annexure-3
- b. The final price (L1) will be decided only on successful conclusion of the Online Reverse Auction.

2. 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 fulfill all statutory requirements as described by the law and Government notices. The Bidder shall be solely responsible for any failure to fulfill the statutory obligations and shall indemnify *StockHolding* against all such liabilities, which are likely to arise out of the agency's failure to fulfill 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

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3. 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*.

(B) REQUIREMENT

StockHolding will require to renew annual maintenance contract of all existing Cisco switches and Cisco routers term as Network devices across all India *StockHolding* branches which includes network devices to be back align with OEM for 24 x 7 x 365, along with 24X7X 365 shared support from respective bidders. There are network devices which are already end of support and devices which will become an end of support during AMC period from OEM but needs to be consider for 24 X 7 X 365 shared support with respective bidders for which *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.

B.2 Terms and Conditions

(1) Payment:

Quarterly payment on completion of each quarter with exception of 4th Quarter and on submission of Invoice duly certified by *StockHolding* Networking official(s). For 4th Quarter *StockHolding* billing will be at end of quarter. Applicable TDS will be deducted (recovered) from the payment(s). Applicable Penalty/Penalties may be recovered from payment

As and when any or all devices are removed, the payment will be made on pro-rate basis.

(2) Taxes & levies:

- (a) Applicable GST payable at actual as per prevailing rate of taxes as per Government notification

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(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).

(3) Location Details:

As per list of inventory attached

(4) AMC Period:

One year from the date of purchase order.

(5) Scope of Service for Cisco Routers and Switches AMC:

Bidder 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:

The quarter

SN.	SLA	Core Routers & Core Switches, DC, NDR, DR Sites and HUB Location Equipment	Others
1	Coverage	Coverage 24 x7 x 365	8x7x365
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

Bidder should provide average 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: $\{(Actual\ Uptime + Excusable\ Down\ Time) / Schedule\ Hrs\} \times 100$

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.

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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 bidder'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 bidder 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 bidder.

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 bidder 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.

1. Failure of StockHolding to take any specified action previously agreed by StockHolding with the bidder where StockHolding has modified the software or hardware without prior written consent of the bidder.

2. Time taken by pre-scheduled preventive maintenance and health check at a time convenient to StockHolding during agreed service hours.

3. Repair time due to machine failure caused by confirmed environmental conditions.

4. When the system is normally functioning time to reload operating system and any applications and restore any old data at StockHolding's request.

Preventive maintenance, Scheduled outages, LAN Cabling faults, infrastructure problems or any other situation which is not attributable to bidder's failure to exercise due care in performing its responsibilities.

Bidder's Responsibility

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1. Bidder will stock necessary spares (Preferably at StockHolding site) to meet the desired SLA's.
2. The bidder will provide and apply all available patches and IOS's release updates and upgrades as and when required by StockHolding.
3. Bidder will undertake preventive maintenance services once in a every quarter.
4. Bidder will configure, re-configure, install, re-install, apply patches, and apply updates (ioS, etc.) as required. This is applicable to the entire inventory.
5. Bidder will raise call on CISCO (if required), raise RMA and get the equipment replaced, installed, configured and working in StockHolding's network. End-to-End support is expected from through Bidder.
6. Bidder will provide stand-by equipment of similar configuration or higher in case replacement is delayed w.r.t. SLA defined for both type of devices. i.e. SMARTNET as well as Shared support from Bidders.
7. Bidder 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 Bidder. Any publicity by Bidder in which name of StockHolding is used should be done only with the explicit permission of StockHolding.
8. Bidder will sign Non-Disclosure Agreement and should be valid till for one year from the date of the purchase Order.
9. Bidder will re-check existing inventory and will provide an updated inventory list on quarterly basis during the contract period.
10. Bidder will provide Cisco SMARTNET Support in addition to the bidders support required as per support.
11. All network switches and routers having back to back support with OEM should reflect with our own contract ids provided to us by OEM Cisco for StockHolding And not with bidders contract ids.
12. StockHolding shall able to log the case directly with Cisco TAC as we have insisted a SMARTNET support with Cisco. (This is applicable for back to back SMARTNET Support network devices with OEM)

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13. In case of mismatch of model number / serial number of devices because of Cisco RMA those devices should be honoured during the AMC and bidder will make sure that New replace network device should reflect under Stockholding's contract id.

14. Inventory provided by Stockholding has been verified till October 2021 as the existing AMC contract with the current bidders is valid till December end. Considering this it may be possible that there will be modifications in some of the network devices in next 2 months. So complete inventory details will be provided to Successful bidders.

15. For Cisco 2901 Routers some of the devices are in SMARTNET support with OEM Cisco and other 94 routers are in shared support with Bidders. Here StockHolding will provide the upgraded IOS through Cisco, and bidder has to complete the IOS upgradation on all 105 routers as per the new IOS released by Cisco.

16. There are devices which are in SMARTNET support with Cisco, but going to expire during AMC renewal period. Post end of life (EOL) from OEM, bidder has to provide support for those devices till AMC expiration period.

17. Bidder has to ensure that if any of the device under Cisco SMARTNET, replace during RMA then the new replace device from OEM Cisco should also reflect in SMARTNET contract. Bidder has to provide the details of contract id to be check and verify from our end on quarterly basis.

18. Detail Inventory with serial numbers and location details will be provided to successful bidder after existing AMC expiration period.

19. Incase of Network devices shifting activity in Racks at any of the Stockholding location we will require onsite engineer's support from respective bidder for shifting of network devices.

(6) Penalty:

1. Resolution time mentioned in Service Level Agreement (SLA) will be review on monthly basis and post verification payment will be released on quarterly basis.

2. For each instance of SLA breach, penalty applicable would be INR 5000/- per instance (incidence) and maximum penalty 10% of PO value

3. Bidder who fails to backline with CISCO (OEM) within 7 days failing which will attract penalty of 5000/- per day with if not back-lined within 15 days, PO stand Canceled"

However, the penalty may / will be waived off for non-performance due to reasons mentioned in the Force Majeure or because of StockHolding. In such case(s) the Bidder should notify and produce / bring the

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relevant communication and proof to StockHolding promptly of any failure to perform or delay in performing due to any of the above reasons for the penalty to be waived off.

(7) **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*

(8) **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

(9) **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.

(10) **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.

(11) **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.

(12) **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*.

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(13) **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.

- **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.

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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.

Serial No.	Parameters	Response
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.	



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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
		(Rs. in Crores)	Crores)
	2017-18		
	2018-19		
	2019-20		
	(Only Company figures need to be mentioned not to include group/subsidiary Company figures }	(Mention the above Amount in INR only)	

N.B. Enclose copies of Audited Balance Sheet along with enclosures

Dated this..... Day of 2021

(Signature)

(In the capacity of)



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Annexure-2

To be submitted along online

Table A: Eligibility Criteria

SI.	Criteria	Compliance (Y/N)	Deviation if any
1	The Bidder should be a registered Company in India as per Indian Companies Act, 1956 or Indian Companies Act, 2013.		
2	The bidder should be Tier 1 Gold Partner of CISCO		
3	The Bidder should not be blacklisted by any Government Body. PSU, Bank, NGO, Autonomous body and any other entity		
4	Should have an annual turnover of at least Rs. 80 Crores per annum for last three financial years (2017-18,2018-19, 2019-20). With profit in at least two financial years It should be of individual company and not of Group of Companies		
5	The bidder should have in minimum 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		
6	Bidder must have presence across PAN India (include presence in East location & support in North East)		

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7	The service provider shall not assign or sub-contract the assignment or any part thereof to any other person/firm.		
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Annexure-3 Commercial Price Bid Format

Sl.	Requirement	Price (Rs.) in INR
1.	Annual Maintenance Contract(AMC) for networking equipment (Device with OEM Support) for one year	
2.	Annual Maintenance Contract(AMC) for networking equipment (Device with bidders Support only) for one year	
	TOTAL (Above indicated prices should be exclusive of taxes & levies)	

Notes:

- (1) 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).
- (2) 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.
- (3) The Bidder **will provide required price breakup of entire bill of material as** and when required by StockHolding.
- (4) All payments will be made in INR.

Annexure-4

(To be executed on plain paper and submitted only by the successful bidder)

(_____ Name of the Department / Office) RFP No. _____
for _____

This pre-bid pre-contract Integrity Pact (Agreement) (hereinafter called the Integrity Pact) (IP) is made on _____ day of the _____, between, on one hand, StockHolding ., a company incorporated under Companies Act, 1956, with its Registered Office at 301, Centre Point Building, Dr. B

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R Ambedkar Road, Parel, Mumbai – 400012 , acting through its authorized officer, (hereinafter called **Principal**), which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part **And** M/s. _____

_____ (with complete address and contact details) represented by Shri _____ (i.e. Bidders hereinafter called the '**Counter Party**') which expression shall mean and include , unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

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).

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.

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- 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

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- to the Bidder / Counter Party nor has any amount been paid, promised or intended to 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.

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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-bidders.

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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

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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 WITNESS 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 Principal / Owner / StockHolding

(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.

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Annexure- 5
Covering Letter on StockHolding’s Letterhead of Integrity Pact

To,

Sub: RFP REF NO : IT-12/2021-22 dated 16-Nov-2021 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. -----
- Dated ----- and stands committed to following the principles of transparency, equity and competitiveness in public procurement. The subject Notice Inviting Tender (RFP) (NIT) is an invitation to offer made on the condition that the Bidder will sign the Integrity Agreement, which is an integral part of tender (RFP) documents, failing which the tender (RFP)er / bidder will stand disqualified from the tender (RFP)ing process and the bid of the bidder would be summarily rejected. This Declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the StockHolding

Yours faithfully,

For and on behalf of StockHolding Corporation of India Limited
(Authorized Signatory)

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**Annexure-6
Compliance Statement
(To be submitted online)**

Subject: AMC of Networking Devices on PAN India Basis **RFP**

REF NO: IT-12/2021-22 Dated 16-Nov-2021

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. No.	Item / Clause of the RFP	Compliance (Yes / No)	Remarks/Deviations (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		



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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:

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**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-12/2021-22 dated 16-Nov-2021

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:

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Annexure - 8

Manufacturer Authorization Format
(To be submitted on OEM's letter head)

RFP Ref No: IT-12/2021-22 Dated: 16-Nov-2021

Date:

To

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

Dear Sir,

Sub: Manufacturer Authorization for RFP No.

We <OEM Name> having our registered office at <OEM Address> are an established and reputed manufacturer of <hardware details>.

We confirm that <Bidder Name> having its registered office at < Bidder Address> is our authorized partner/ re-seller/ dealer for our <hardware details>. We authorize them to quote for our equipments in the above mentioned RFP.

Further, we assure that we would extend full support to them in all respects for supply, warranty and maintenance of our products. We also ensure to provide the service support for the supplied equipments during the warranty period as per RFP terms.

We also undertake that in case of default in execution of this RFP by the <Bidder Name>, the <OEM Name> will take all necessary steps for successful execution of this project as per RFP requirements.
<OEM Name>

<Authorised Signatory with Stamp>

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Annexure-9

(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 (268 Nos.)
- (2) Switches for AMC (386 Nos.)
- (3) Routers back-lined with CISCO (35 Nos.)
- (4) Switches back-lined with CISCO (35 Nos.)

Summary of Cisco Assets of Stockholding				
Total Number of count of Router Models				
Router Model	Quantity	Hardware End of Life	Type of Support	
			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	125	31 Oct 16	-	125
Cisco 2811	9	31-Oct-16	-	9
Cisco 2821	2	31-Oct-16	-	2
Cisco 2901	105	31-Dec-22	11	105
Cisco 2911	5	31-Dec-22	5	5
Cisco 3945	15	31-Dec-22	15	15
Cisco 4451	4	Not declared	4	4
	268		35	268

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Total Number of count of Switch Models				
Router Model	Quantity	Hardware End of Life	Type of Support	
			Back aligned with Cisco	Back aligned with Cisco + Bidders Shared Support
			SNTC 24x7x4	24x7x365
Cisco WS-C2960-24TC-S	251	31-Oct-19	-	251
Cisco WS-C2960-24-TT-L	22	31-Oct-19	-	22
Cisco WS-C2960G-24TC-L	19	31 Jul 17	-	19
Cisco WS-C2960G-48TC-L	39	31-Jul-17	-	39
Cisco WS-C2960S-24TS-L	1	30-Nov-20	-	1
Cisco WS-C2960X-24PS-L	2	31-Oct-26	2	2
Cisco WS-C2960X-24TS-L	14	31-Oct-26	14	14
Cisco WS-C2960+24TC-S	8	31-Oct-26	-	8
Cisco WS-C3560E-24TD-E	6	31-Jan-18	-	6
Cisco WS-C3560X-48T-S	4	31-Oct-21	-	4
Cisco WS-C6509-E	2	31-Oct-25	2	2
Cisco WS-C2960X-24TD-L	7	31-Oct-26	7	7
Cisco WS-C3850-48T-E	8	31-Oct-25	8	8
Cisco WS-C3850-48XS-E	2	30-Apr-27	2	2
WS-C2960X-48TS-L	1		-	1
	386		35	386