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वाणिज्य एवं उद्योग मंत्रालय / Ministry of Commerce & Industry,
सीपज़ - विशेष आर्थिक क्षेत्र प्राधिकरण / SEEPZ-Special Economic Zone Authority,
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No. SEEPZ-SEZ/EMS/ASIDE/ACS/2013-14/Vol-I/05133

Dated 12/03/2020

NOTICE INVITING TENDER

Comprehensive Annual Maintenance Contract of Surveillance CCTV System at SEEPZ-SEZ campus for the period of two years

SEEPZ-SEZ Authority invites bids on behalf of President of India from reputed contractors / license holders having experience in providing maintenance of IP based CCTV cameras during to carry out the work of "Comprehensive Annual Maintenance Contract of Surveillance CCTV System at SEEPZ-SEZ campus".

1. SCOPE OF WORK:

The contract shall be on comprehensive basis, inclusive of repairs and replacement of equipments/cables/spares without any extra payments (*List of Item as per Annexure III*). The AMC Vendor shall carry out preventive maintenance Services (PMS) on quarterly / monthly basis as indicated in bid document and shall plan, as per schedule of quantities, such that maintenance is carried out for all equipment at least once in a month / three months as needed by the authority. If nothing indicated PMS will be done once in at three months during currency of the contract. A separate logbook should be maintained to record the preventive maintenance carried out for equipment. The AMC Vendor must submit the preventive maintenance report along with satisfactory service report from the Authorized Officer of the SEEPZ-SEZ authority for record and SLA compliance. The scope of Annual Comprehensive Maintenance Service covers upkeep & smooth working of the equipment within the premises of SEEPZ-SEZ as per laid down SLA and other provisions contained in the agreement document.

Service provider should deploy trained, experienced and competent service engineer for carrying out necessary maintenance services for the equipment as per benchmarked maintenance practices / OEM manuals and to provide efficient engineering services in the user premises. Continuous efforts should be made by SPA to minimize the down time of the equipment as a part of the duties of the service provider agency. The SPA shall ensure that all equipment is maintained at optimum operating levels. All scheduled maintenance required for the upkeep of the equipment will be carried by the Service Providers and for this all the necessary & adequate tools /

instruments will be provided by the service provider itself to the engineers responsible for upkeep of equipment at SEEPZ-SEZ premises.

Important Dates:

Sr. No.	Events	Date
1	Pre-bid conference	24/03/2020 at 16:00 hrs.
2	Last date of submission of bid	02/04/2020 up to 14:30 hrs.
3	Opening of bid	02/04/2020 at 16:00 hrs.

2. Bid is invited in two bid system, (a) Technical bid & (b) Financial bid:

(a) Technical Bid:-

- (i) Copy of PAN card and GST registration.
- (ii) EMD of Rs. 2,00,000/- (Two Lakh Rupees) on form of D.D. drawn in favor of "SEEPZ-SEZ Authority" payable at Mumbai from Nationalized or any scheduled bank. The NSIC registered MSE vendors who intend to claim exemption of EMD payment shall submit the proforma issued by MSME/NSIC duly self attested.
- (iii) Copy of work order / completion of work of AMC in last 03 years in Govt. Department or Public Undertakings or Private Sectors (within India). **Average Annual Financial Turn Over for related work during the last three consecutive years, ending March'19 should be more than Rs 15 lakh.**
- (iv) Copy of Shop & Establishment.
- (v) Copy of Incorporation Certificate.
- (vi) Copy of OEM ISO 9001:2015 Certificate for QMS.
- (vii) Copy of Authorization certificate from OEM of all existing or replacement cameras to service provider.
- (viii) Copy of ZED (Zero Defect Zero Effect) Certificate issued by MSME and QCI Authority of India to OEM of all existing or replacement cameras.
- (ix) Copy of BIS certificate for Cameras and NVRs.
- (x) Signed copy of tender notice with company / agency seal shall be enclosed along with the other documents.
- (xi) Affidavit on Rs. 100/- non judicial stamp paper, as per Sr. No. 14 of Annexure-I.
- (xii) Detailed inspection report with the date of inspection of whole CCTV system setup in SEEPZ-SEZ premises.
- (xiii) Incomplete, ambiguous, conditional bid will not be entertained.
- (xiv) Sealed bids to be submitted to ADC/Admin in person or to be sent through post within specified date and time addressed to the ADC/Admin, Office of The Development Commissioner, SEEPZ-SEZ, Andheri (East), Mumbai – 400 096 under acknowledgment.
- (xv) Any bid received after specified date and time will not be entertained.

(xvi) Bid received late, unsealed and without subscription is liable to be rejected.

(b) Financial Bid:-

- (i) Financial bids to be submitted as per Annexure IV.
- (ii) It shall be kept in a separate sealed envelope.
- (iii) No correspondence shall be entertained from the bidders after opening of financial bid.

Submission of Tender documents:

1. Technical Bid (Envelope-1)

2. Financial Bid (Envelope-2)

Note: The envelope no.1 and 2 shall be sealed separately and placed in a third envelope which also shall be sealed and duly super scribed with the name of the tender and should be addressed to; "ADC Admin, SEEPZ-SEZ, MIDC Central Road, ANDHERI(E), Mumbai-400096.

3. BID DOCUMENTS:

The bidder is expected to examine all instructions, forms terms and specifications in the bid documents. Failure to furnish all information required as per the bid documents or submission of bids not substantially responsive to the bid documents in every respect will be at the bidder's risk and shall result in rejection of the bid.

4. AMENDMENTS TO DOCUMENTS:

- (i) At any time, prior to scheduled date of submission of bids, SEEPZ-SEZ Authority if it deems appropriate to revise any part of this tender or to issue additional data to clarify and interpretation of provisions of this bid, it may issue addendum / corrigendum to this tender. Any such addendum / corrigendum shall be deemed to be incorporated by this reference into this tender and binding on the bidders. Addendum / corrigendum will be notified through CPPP portal i.e. www.eprocure.gov.in and www.seepz.gov.in.
- (ii) If bidder needs to delete and create a new bid response in case SEEPZ-SEZ Authority issues amendment / corrigendum after bidder has created his response, and there is change in line item (new item added or existing item deleted) or in the price components of any line item he may do so.
- (iii) Every correction/deletion/addition/overwriting/slip pasted shall be signed by the bidder.

5. PERIOD OF VALIDITY OF CONTRACT:

The Contract shall remain valid for a minimum period of 02 years from the date of issue of work order. The bidder shall not be entitled, to revoke or cancel the offer or to vary any term thereof, during the said period of validity

without the consent in writing of SEEPZ-SEZ Authority. In case of the bidder revoking or cancelling the offer or varying any term in regard thereof, the bidder's Earnest Money Deposit shall be forfeited.

6. OPENING AND EVALUATION:

- (i) To shortlist technical qualified bidders, Technical bid shall be scrutinized by Tender Opening Committee to ensure whether the same are in conformity to Technical & Operational Requirement. Bidder shall provide information to substantiate compliance of the technical specification listed in the tender. In case of incomplete compliance statement or inadequate information, tender shall be finalized on the basis of the information available. It shall, therefore, be in the bidder's interest to give complete and comprehensive technical particulars while submitting the bid.
- (ii) SEEPZ-SEZ Authority may seek clarification on technical details or any other information deemed necessary.
- (iii) Tenders meeting Technical bid criteria as specified herein shall only be informed and considered for opening and evaluation of price bid.

7. OPENING OF FINANCIAL BID:

- (i) Financial bids of those bidders who qualify in Technical bid evaluation shall be opened by Tender Opening Committee in presence of authorized representative/s of the agency. Date and Time of opening of financial bid shall be notified to technically eligible bidders.
- (ii) No correspondence shall be entertained from the bidders after opening of financial bid.

8. AWARD OF CONTRACT:

- (i) The acceptance of the tender will be intimated to the successful bidder by SEEPZ-SEZ Authority in writing.
- (ii) SEEPZ-SEZ Authority shall be the sole judge in the matter of award of contract and the decision of SEEPZ-SEZ Authority shall be final and binding.

9. RIGHT TO ACCEPT OR REJECT THE TENDER:

- (i) The right to accept the tender in full or in part / parts will rest with SEEPZ-SEZ Authority. However, SEEPZ-SEZ Authority does not bind itself to accept the lowest tender and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever.
- (ii) Tender nor accompanied with prescribed information or are incomplete in any respect, and / or not meeting prescribed conditions, shall be considered non-responsive and are liable to be rejected.

- (iii) SEEPZ-SEZ Authority reserves the right to accept or reject any bid or a part of the bid or to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the SEEPZ-SEZ Authority's action.
- (iv) If the bidder provides wrong information in his tender, SEEPZ-SEZ Authority reserves the right to reject such tender at any stage or to cancel the contract, if awarded, and forfeit the Earnest Money.
- (v) Tenders where Earnest Money Deposit (EMD) is not paid OR non submission of related documents relating to Exemption of EMD which shall be applicable to SSI or PSU shall be rejected outright.
- (vi) Should a bidder have a relation or relations employed in SEEPZ-SEZ Authority in the capacity of an officer, the authority inviting tender, shall be informed. In the event of failure to inform and in a situation where it is established that the relation or relations employed in SEEPZ-SEZ Authority has / have tried to influence the tender proceedings then SEEPZ-SEZ Authority at its sole discretion may reject the tender or cancel the contract and forfeit the Earnest Money.
- (vii) The requirements indicated in this tender are the minimum and bids of the contractors not complying with these minimum requirements or having deviations equivalent to the minimum requirements shall be rejected. However, bids offering higher than the minimum requirements shall be technically acceptable without any additional Price implication.
- (viii) Any correspondence after the opening of the technical bid, from the bidder, regarding the bid unless specifically sought by SEEPZ-SEZ Authority shall not be considered. Such post bid offers / clarifications may be liable for action.

10. ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the EMD in which event the authority may make the award to any other bidder at its discretion or call for new bids.

11. EARNEST MONEY:

- (i) EMD of the technically unsuccessful bidders shall be returned.
- (ii) EMD of the successful bidder will be returned after receipt of Performance Bank Guarantee.
- (iii) No interest or any other expenses, whatsoever will be payable by SEEPZ-SEZ Authority on the EMD in any manner.
- (iv) The EMD amount of successful bidder shall be forfeited in the following events:



- (a) If the successful bidder fails to enter into a contract with SEEPZ-SEZ Authority within 30 calendar days after the receipt of the work order.
- (b) If the successful bidder fails to submit the Contract Performance Bank Guarantee.
- (c) In the event of not accepting the conditions of the contract even after agreeing to do so and up loading the letter of un-conditional acceptance of terms.

12. SECURITY DEPOSIT:

- (i) The Security Deposit @ 10% of the total quoted price (excluding the taxes) will be deducted from the initial monthly bill payment or bidder can submit a Bank Guarantee (BG) after award of the work within 30 days.
- (ii) The Security Deposit / BG will be returned to the successful bidder at the end of the period of liability without interest.

13. PATENTS, SUCCESSFUL BIDDER'S LIABILITY & COMPLIANCE OF REGULATIONS:

- (i) Successful bidder shall protect and fully indemnify the SEEPZ-SEZ Authority from any claims for infringement of patents, copyright, trademark, license violation or the like.
- (ii) Successful bidder shall also protect and fully indemnify the SEEPZ-SEZ Authority from any claims from successful bidder's workmen / employees, their heirs, dependents, representatives etc or from any person(s) or bodies/ companies etc. for any act of commission or omission while executing the order.
- (iii) Successful bidder shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the SEEPZ-SEZ Authority from any claims / penalties arising out of any infringements and indemnify completely the SEEPZ-SEZ Authority from any claims / penalties arising out of any infringements.

14. SETTLEMENT OF DISPUTES:

- (i) In case of any dispute arising between during currency of the contract/work order, the parties shall try to amicably settle and resolve the same. In the event, where such dispute, differences, non-compliance or non-payment cannot be mutually resolved within a reasonable time, the same shall be referred to an Arbitral Tribunal comprising of a Sole Arbitrator under the Arbitration and Conciliation Act, 1996 or any other law prevailing for the time being in force. The appointment of the Sole Arbitrator will be subject to mutual discussion/consent of both the parties, whose decision shall be final and binding on both the parties hereto. If the parties fail to appoint the Sole Arbitrator then such Arbitrator shall be nominated by the Hon'ble Bombay High Court under

provisions of the Arbitration and Conciliation Act, 1996. The Arbitration proceedings shall be held in Mumbai and shall be conducted in English language. The Arbitral Proceedings and the Arbitral Award shall be governed by the provisions of the Arbitration and Conciliation Act, 1996.

- (ii) The contractor/successful bidder will be required to sign a written agreement before the initiation of the Contract. The Agreement once signed shall be deemed to be an agreement between two principal employers. The agreement shall be one for services and not of services.

15. TERMINATION FOR DEFAULT & RISK PURCHASE:

The SEEPZ-SEZ Authority may, without prejudice to any other remedy for breach of contract, by written notice of three months of default, sent to the Contractor, terminate this Contract in whole or in part in any of the following events if the Contractor fails to perform any other obligation(s) under Contract.

- (i) If the Contractor, in either of the above circumstances, does not remedy his failure within a period of 30 days (or such longer period as SEEPZ-SEZ Authority may authorize in writing) after receipt of the default notice from SEEPZ-SEZ Authority. As a penalty to the Contractor, the SEEPZ-SEZ Authority shall en-cash Contract Performance Bank Guarantee. The SEEPZ-SEZ Authority in such case shall pay for the assessed value of the executed work that can be used. No payment shall be made for the efforts put in by the Contractor in case the same are of no value to SEEPZ-SEZ Authority. The balance unfinished work of the project will be got done by fresh tendering on Contractor's risk and that extra expenditure will be recovered.
- (ii) The AMC can be terminated either by SEEPZ-SEZ Authority or Contractor with written notice of Three months. SEEPZ-SEZ Authority shall reserve the right to terminate the contract after following the conditions specified in the tender document. Even then the contractor shall continue to provide the services as per the contract till alternative arrangements are made by SEEPZ-SEZ Authority.
- (iii) SEEPZ-SEZ Authority shall terminate the contract and takeover the maintenance at any time without notice, in case the services are not found satisfactory. Under such conditions, all the defects shall be rectified at risk and cost of contractor.
- (iv) No payment shall be made for the efforts put in by the contractors in case the same are of no valued to SEEPZ-SEZ Authority.

16. TERMINATION FOR INSOLVENCY:

The SEEPZ-SEZ Authority may at any time terminate the Contract by giving written notice of Three months to the contractor, without compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to SEEPZ-SEZ Authority. In the event of termination for penalty to the contractor Clause 15 (i) shall be applicable.

17. SET OFF:

Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by the Authority to set off the same against any claim of the Authority for payment of a sum of money arising out of this contract made by the Contractor with Authority.

➤ CONDITIONS:

1. MINIMUM WAGES: The contractor shall comply with the provisions of Contract Labour (Regulation and Abolition) Act of 1970 and Contract Labour (Regulation and Abolition) Central Rules 1971 and other legislations such as EPF * MP Act – 1952, Employees state Insurance (ESI) Act-1948 and Minimum Wages Act- 1948, The payment of wages Act-1936, the Workmen's compensation Act-1923 & Rules / Acts / instructions enforced from time to time by the Central and State Governments. The contractor has to pay the staff engaged by him minimum wage of central or state Govt. whichever is higher applicable for the trade / job. Minimum wages must be paid as per THE GAZETTE OF INDIA : EXTRAORDINARY PART II—SEC. 3(ii)] number 173 notification of the Government of India in the Ministry of Labour and Employment, , dated the 19th January, 2017 and in S.O. 188(E) for area B. Applicable CPF, ESI, Bonus, and other statutory requirements should also be included in the cost. Any variation in DA will be reimbursed on actual during the contract.

2. SECURITY CLEARANCE:

- (i) As the site of work is in the restricted area/ SEEPZ-SEZ Authority premises the contractor has to arrange for the security clearance and obtain Gate Entry Passes (GEP) from Security Officer, SEEPZ-SEZ for the work force deployed by him under this job contract. The contractor shall be responsible for misuse of any GEP and be liable for action by the Security Section.
- (ii) In addition to the above, the contractor has to obtain security clearance for him and his company from Security Section and based on that only GEP will be issued to the employee deployed for the said work.

3. The Annual Maintenance Contract shall be comprehensive i.e. including the cost of supply of all equipments, cables & spares and replacement of the same in the system & Cameras (Cameras should be ONVIF S and G compliant) as and when required.
4. The CAMC will be valid for a period of TWO years with effect from the date of signing of agreement.
5. The CAMC includes Break Down maintenance and periodic preventive maintenance. The list of equipment to be maintained & the periodical maintenance schedules are listed at Scope of Work.
6. **MAN POWER REQUIREMENT:**
 - (i) Trained technician who is conversant with the operation of IP based surveillance CCTV system and has experience in trouble shooting common faults shall be stationed at SEEPZ-SEZ campus daily from 0930 to 1830 hrs except Sunday. In addition to this the contractor should provide manpower to attend any number of complaints on 24hrs basis. In case of major breakdown, additional technical personnel or the service engineer of the contractor may be deputed to this site, if necessary, to assist the resident technician in rectifying the fault in the shortest possible time i.e. the breakdown time shall be kept as minimum as possible.
 - (ii) *Breakdown to be attended within six Hrs.* The breakdown time shall be kept as minimum as possible.
 - (iii) The contractor shall provide the Maintenance personnel with a mobile phone and communicate this mobile number to the Engineer-in-Charge of SEEPZ-SEZ Authority. The contractor shall also provide the telephone number, mobile number, fax number of their main office.
 - (iv) During the contract period, the contractor's technician will carry out preventive maintenance of the system at regular intervals. He shall also attend to any breakdown complaint as and when required.
7. This CAMC covers all the Items mentioned in Scope of Work and their associated components including all cabling, complete software of servers.
8. The SCCTV equipment to be maintained under this CAMC as mentioned in Scope of Work has to be maintained by the contractor in serviceable condition at all times.
9. Any spares of imported equipment or spares that need to be imported from the Original Equipment Manufacturer (OEM) shall always be available locally with the contractor or has to be in the contractor's possession at all times to facilitate quick replacement of spares without any loss of time. Encoders, Fixed/PTZ Cameras, Hard disks of Servers & workstations and 24VAC/2.5A, 24AC/1.5A,12VDC/1.5A Power adapters shall always be available locally with the contractor for quick replacement.

10. All spares used for rectification of faults shall be genuine and licensed as mentioned in the OEM's service manual. If any original spare is currently not available with the OEM, then the contractor may use compatible upgraded versions of the same spare available with the OEM or use a compatible equivalent spare of any other reputed make by taking prior approval of the Engineer-in-Charge of SEEPZ-SEZ Authority. The spares used for rectification of a fault shall not affect the original performance of the system or alter the original parameters and technical characteristics of the system in anyway. If Fixed/PTZ Dome Cameras cannot be repaired, the same shall be replaced with new ones having the same or better specifications. The replaced new Fixed/PTZ dome cameras will become the property of SEEPZ-SEZ Authority.
11. All the cabling including Data Cat6 (UTP cable)/OFC/Power cables/Patch cords/Rewiring/Replacing/Splicing/Network cable crimping and Terminations related issues are covered in the scope of this contract.
12. Proper log books for each system/equipment shall be maintained by the Contractor's maintenance engineers for preventive as well as breakdown maintenance. Periodic inspections as per the instructions of SEEPZ-SEZ Authority shall also be carried out. Maintenance log book(s) and inspection report(s) shall be handed over to the Authorized Officer in Charge, SEEPZ-SEZ Authority or his authorized representative for necessary action / record.
13. Test equipment, tools, ladder, cleaning material etc. shall be the responsibility of the contractor.
14. In case of corruption or damage to software program/Data of the equipment due any reason, the replacement and reprogramming shall be the responsibility of contractor. Also, the enhancement/updating of software applications and system software of SCCTV System and its accessories are included in CAMC cost. The contractor is responsible for maintaining the system by fulfilling the terms & conditions of the software and hardware licenses wherever applicable.
15. Any features existing in the system which are not activated (e.g. Camera Patterns, selection of presets, schedule recording's default PTZ presets etc.) will be activated by the contractor's technician whenever it is required.
16. Video clippings of recordings, if required for any inquiry have to be retrieved from the system by the contractor's technician and copied on a CD/DVD as per the directive of SEEPZ-SEZ Authority. However, CDs/DVDs for this purpose will be provided by SEEPZ-SEZ Authority. The video footage should neither be copied in any external memory device nor be supplied to external parties without the written permission of the SEEPZ Authority.
17. If any defective equipment covered under this CAMC is taken out of SEEPZ-SEZ Authority premises for servicing, the to and fro transport charges will be the

responsibility of the contractor and the cost to this effect shall be borne by the contractor.

18. In case of corruption or damage to the Program/Data due to any reason, the replacement and reprogramming shall be the responsibility of the contractor and is covered under the scope of this contract.
19. Apart from the list of Equipment/items listed in Scope of Work, all the cabling including Rewiring/Replacing/Splicing/Network cable crimping, Termination related issues of Ethernet cables & OFC cables and power adapters of Cameras and Encoders are covered under this CAMC contract.
20. During the period of maintenance contract, SEEPZ-SEZ Authority may add or modify certain equipment from the CAMC contract. The contractor shall have no objection to such addition / reduction carried out by SEEPZ-SEZ Authority through a third party and he will continue to maintain the original equipment covered under the Scope of this CAMC as per the same terms and conditions. SEEPZ-SEZ Authority will intimate him in advance of such modification.
21. In case any camera needs to be shifted to a new location for some reason, then the contractor's staff at the SEEPZ-SEZ Campus shall carry out the necessary shifting work of cameras as per the direction of the Engineer-in charge of SEEPZ-SEZ Authority. Dismantling the cameras along with mount from the original location, fixing the cameras with mount at the new location, terminating the cables on the cameras at the new location, Testing and commissioning of the shifted cameras at the new location shall be carried out by the contractor at his own cost. Cost of supply and laying of cables and conduits in such cases shall be borne by Contractor.
22. The system shall be handed over back to SEEPZ-SEZ Authority in fully serviceable condition on expiry / termination of the contact. Any defects etc. observed at that stage shall be rectified at the contractor' risk and cost. Decision of SEEPZ-SEZ Authority in this regard shall be final and binding.
23. In case of premature termination of contract by SEEPZ-SEZ Authority for any reason not attributed to the contractor, SEEPZ-SEZ Authority will issue three months advance notice to the contractor to this effect. The contractor will also have the option to terminate the contract by giving three months notice without any loss of deposit.
24. Any person under this contract, whose work or conduct is found unsatisfactory by SEEPZ-SEZ Authority, shall be replaced immediately at no additional cost to SEEPZ-SEZ Authority.
25. The Contractor shall, at their sole cost and expenses, furnish and provide for rendering services covered by this contract to the entire satisfaction of SEEPZ-SEZ Authority.



26. The contractor shall comply with all applicable laws, Ordinances, rules & Regulations in respect of this contract and shall pay all charges in connection therewith.
27. The contractor has to submit the detailed list of staff with their skill at the time of commencement of contract and as and when changes are there in the deployment.
28. The Contractor shall be responsible for the recruitment, retention and retrenchment of the employee of their establishment and for settlement of dispute arising out of the terms and conditions of services of his personnel.
29. The staff engaged by the contractor shall have no claim for any temporary or permanent employment in SEEPZ-SEZ Authority.
30. Necessary safety measures shall be taken care of by the contractor for the on-duty personnel engaged by him. SEEPZ-SEZ Authority shall not be held responsible for any such accident arising from compromising safety measures/negligence.
31. If the services rendered by the contractor are not up to the standard as detailed under scope of work, the same shall be brought to the notice of the contractor with a view to improve the same in a stipulated period; else shall take necessary action as per the provisions of contract.
32. The contractor has to ensure that the services are not disturbed either due to absenteeism or due to willful act of his staff. In case workforce deployed by the contractor resort to any kind of industrial action the contractor shall arrange to deploy alternate work force of sufficient strength to maintain the services for which no additional charges will be given.
33. Any loss/damage sustained to the SEEPZ-SEZ Authority due to any technical and or procedural lapses on the part of the successful bidder or his personnel/workers/employees, the same shall be recovered by the SEEPZ-SEZ Authority from the successful bidder.
34. This contract is for a period of two years commencing from "Service Commencing Date" as specified in work order.

35. FORCE MAJEURE:

"Force Majeure" means an event beyond the control of the service provider and not involving the contractor/ service provider's fault or negligence and not foreseeable. Such events may include, but are not limited to acts or the service provider either in its sovereign or contractual capacity, wars or revolutions fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a force Majeure situation arises, the contractor/ service provider shall promptly notify the SEEPZ-SEZ in writing of such conditions and the cause thereof, unless otherwise directed by the employer in writing, the service provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

Notwithstanding the provisions stated above, the service provider shall not be liable for forfeiture of its performance security, penalty or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure.

36. TERMS OF PAYMENT:

- (i) No mobilization advance shall be paid for any activity.
- (ii) Payment will be made to the contractor on a monthly basis after submitting the following documents for respective month.
 - (a) Wage Muster Copy along with copy of staff attendance.
 - (b) EPF / ESIC / Professional Tax Challans copy along with details of PF / ESIC / Professional Tax contribution of each worker and employer along with undertaking that working employee and contractor contribution is inclusive in the challans submitted.
 - (c) Monthly bill for the services rendered.
- (iii) The payment to staff may be done through A/C payee cheque / RTGS / NEFT only before 2nd week of every month and necessary document of payments of wages, pay slip, P.F, E.S.I.C and bonus must be submitted to this office along with the quarterly AMC invoice raised by the contractor. Contractor will also submit the annual EPF return Form 3 (A) & 6 (A) and ESIC half yearly return form V within one month period of submission failing which SEEPZ-SEZ Authority will withhold the EPF and ESI till the submission of paid receipts.
- (iv) The contractor has to maintain the wage register for his employees and has to be produced as and when required.

37. PENALTY FOR DELAY IN ATTENDING MAINTENANCE AND ABSENTEEISM:

SEEPZ-SEZ Authority shall reserve the rights to fix responsibility for omissions & commissions and to impose a maximum penalty of 10% of the monthly bill amount for such deficiencies in services after serving notice and giving fair opportunity to the contractor in respect of following:

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1	Complete system failure for more than 02 hrs.	10% of the per day CAMC cost, for the number of days of un-serviceability shall be deducted from the running bill of each quarter.
2	For partial failure of the system i.e. device failure like cameras, encoders, Servers, NAS Devices, Power adapters, computer failure, hard disk failure, stand-by equipment not provided, etc.	0.5% of the CAMC cost per day per failed device / function beyond three days shall be deducted from the running bill of each quarter.
3	If preventive maintenance not carried out as mentioned above.	Rs.10,000/-will be deducted from the running bill of each quarter.
4	Non availability of Service Engineer at site.	Rs. 500.00 per day for the period of absence will be deducted from the running bill of each quarter.

38. SEEPZ-SEZ Authority shall not pay any amount to the contractor towards CAMC for the period of no maintenance. If at any stage, the contractor fails to provide satisfactory service, SEEPZ-SEZ Authority shall terminate the contract without any notice or compensation. Any damage to the installation due to the contractor's negligence shall be rectified by SEEPZ-SEZ Authority at the contractor's risk and cost.
39. Payment will be released on monthly basis after successful completion of every month and deduction of penalty, if any, on submission of bills along with certified copies of ESI and PF documents being statutory requirement, if applicable. SEEPZ-SEZ Authority shall deduct income tax and make other applicable recoveries from running bill payments as per prevailing rules. TDS (Tax deducted at source) certificate, however, shall be issued to contractor. No advance payment shall be made to the contractor.
40. For any loss or damage to the SEEPZ-SEZ Authority installations due to faulty or poor maintenance, the contractor shall be liable for compensation to the extent of damage done. SEEPZ-SEZ Authority shall have full authority to get the damage rectified at the contractor's risk and cost.
41. Immediately on award of the service order, the service provider would give a report regarding taking over of the equipment. It shall be the responsibility of the service provider to make the equipment work satisfactorily throughout the contract period, also to hand over the equipment to the department in working condition on expiry of the contract. In case any damage in the equipment is found, penalty would be applied at the time of payment and the amount as per the defined penalty would be deducted.

42. All calls / complaints along with their status shall be registered and recorded in Log book. The CAMC vendor shall also provide hard copies of weekly and monthly reports on pending and closed complaints to the SEEPZ-SEZ Authority.
43. SEEPZ-SEZ Authority at its sole discretion may not award a CAMC for all the items included in the NIT and may exclude some of the items which may have become obsolete over the period of time or may have been replaced/upgraded by SEEPZ-SEZ Authority. SEEPZ-SEZ Authority may also at its sole discretion terminate the contract for some of the items, which have become obsolete or have been replaced / upgraded by SEEPZ-SEZ Authority during the tenure of the contract. The contract value of such items shall not be paid in the subsequent bills.
44. The CAMC can be terminated by either SEEPZ-SEZ Authority or contractor with written notice of three months. Contractor shall handover the system/equipment in fully serviceable and functional condition at the time of closure of maintenance contract. Else, the defects shall be rectified at the risk and cost of contractor.
45. SEEPZ-SEZ Authority shall terminate the contract and takeover the system maintenance at any time without notice, in case the services are not found satisfactory. Under such conditions, all the defects shall be rectified at the risk and cost of contractor.
46. Deviation of CAMC / additional units during the CAMC period. The number of items indicated in the schedule of quantities may vary maximum of 30% during the contract period at the discretion of SEEPZ-SEZ Authority.
47. SEEPZ-SEZ Authority reserves the right to increase the schedule of quantities during the contract period without any change in unit price and other terms and conditions of the contract. If any changes occurred in schedule of quantity, SEEPZ-SEZ Authority shall intimate the same to the contractor in writing.
48. Subcontracting of CAMC work to other vendor in any form / manner is strictly prohibited. At any point of time, if it is observed that contract is subcontracted, the contract shall be liable to be terminated and performance bank guarantee shall be forfeited.
49. The bidder shall visit the site prior to submission of bid for the purpose of understanding and submit a detailed inspection report along with the bid documents.




(Keshav Tadhar)
Asstt. Development Commissioner,
SEEPZ-SEZ

***Hindi version will follow.**

DOCUMENTS TO BE SUBMITTED AS TECHNICAL BID

1. Name & address of the company / contractor.
2. Name of contact person.
3. EMD of Rs. 2,00,000/- (Two Lakh Rupees) on form of D.D. drawn in favor of "SEEPZ-SEZ Authority" payable at Mumbai from Nationalized or any scheduled bank. The NSIC registered MSE vendors who intend to claim exemption of EMD payment shall submit the proforma issued by MSME/NSIC duly self attested.
4. Copy of PAN card and GST registration.
5. Copy of Shop & Establishment.
6. Copy of Incorporation Certificate.
7. Copy of OEM ISO 9001:2015 Certificate for QMS.
8. Copy of Authorization certificate from OEM of all existing or replacement cameras to service provider.
9. Copy of ZED (Zero Defect Zero Effect) Certificate issued by MSME and QCI Authority of India to OEM of all existing or replacement cameras.
10. Copy of BIS certificate for Cameras and NVRs.
11. Detailed inspection report with the date of inspection of whole CCTV system setup in SEEPZ-SEZ premises.
12. Value of the job & details of CAMC of CCTV System maintained till 31/12/2019 (please enclose copy of work order, performance & completion certificate etc.)
13. Principal place of business should be Mumbai (please enclose copy of telephone bill / electricity bill of latest month)
14. An affidavit on Rs. 100/- non judicial stamp paper duly notarized stating following:-
 - 14.1 I/We have read the terms and conditions of tender notice and understood and accepted the same without deviation.
 - 14.2 M/s _____ has not been blacklisted by any Office of Govt./Semi-Govt./Public Sector undertaking in the past.
 - 14.3 Neither I/We nor any employee of M/s _____ have criminal background nor convicted by any Court of Law till submission of the tender. Further, I/we assure that I/we will depute the representative/s from our agency who do not have any criminal background till the date of attending opening of tender (technical + financial bid) nor have been convicted by any Court of Law by so far.
 - 14.4 I/We shall not assign, transfer, pledge or sub contract the performance of services or part of services and shall further undertake to comply with the terms and conditions of the tender documents.
15. Whether ANNEXURE-II filled up with all the details – Yes / No.

*****The documents mentioned from Sr. No. 2 to 14.4 shall be duly self-certified, failing which, the tender will be rejected..***

ANNEXURE-II

LIST OF WORKS EXECUTED DURING LAST 3 YEARS TOWARDS CAMC OF IP BASED CCTV SYSTEM

Name of the company / client	Location of the work	Work Order Ref. No. & Date	Details of CAMC of CCTV System till 31/12/2019	Period of CAMC / Work	Contract value (in Rs.)	Remarks

****Relevant documents duly self-certified should be enclosed as proof.***

Signature of the authorized person
with company / contractor seal

LIST OF EQUIPMENTS / ITEMS TO BE MAINTAINED (INCLUDING REPAIR OR REPLACEMENT) UNDER CAMC

Sr. No.	Name	Model	Qty.	Unit	Make
1	Panasonic Dome Camera	WV-SF-548E	24	Nos.	PANASONIC
2	Panasonic PTZ Camera	WV-SF-396E	8	Nos.	PANASONIC
3	Perimeter Camera PTZ Type	LNU5100R	56	Nos.	LG
4	Perimeter Camera HRC/BULLET Type	LNP3020T	65	Nos.	LG
5	Cisco Network Switches	SRW2024P	18	Nos.	Cisco
6	Lenovo Work-Stations	E73	4	Nos.	Lenovo
7	DELL Work-Stations	3010DT	3	Nos.	DELL
8	DELL Servers	210 II	2	Nos.	DELL
9	IBM Servers	IBM 3550 M4	2	Nos.	IBM
10	IBM Servers	IBM 3550 M3	6	Nos.	IBM
11	DELL NAS Storage	NX3100	1	Nos.	DELL
12	DELL NAS Storage	NX3200	2	Nos.	DELL
13	Lenovo NAS Storage	PX12-400R	3	Nos.	Lenovo
14	Milestone XProtect Management	2013-R2	1	License	XProtect Corporate 2013
15	UPS	EATON 9145	3	Nos.	EATON
16	CAT-6 Cable	D-Link	10,000	Mtrs	D-Link
17	Optical Fiber	-	As Per Actual	Mtrs	-

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MAINTENANCE SCHEDULES:

➤ Break down maintenance of the system:-

- (i) On receipt of a detailed complaint from SEEPZ-SEZ Authority, the contractor's technician shall attend the complaint with all possible spares and tools. The fault shall be rectified by the contractor's technician within the shortest possible time.
- (ii) The fault shall be rectified using genuine and original spares as specified in the manufacturer's manual.
- (iii) After rectification of the fault, the quality and performance of the system should be checked by the contractor's service technician. The performance of the system shall be the same as original and it shall be up to the satisfaction of SEEPZ-SEZ Authority.
- (iv) A service report has to be submitted by the contractor's technician / service engineer to SEEPZ-SEZ Authority after rectifying the fault. A record will be maintained by SEEPZ-SEZ Authority of all such breakdowns attended by the contractor.
- (v) Complete system failure shall be set right immediately within 6-8 hours of reporting the fault on telephone or in writing in order to avoid penalty. Partial failure or field device / component failure shall be rectified within three days to avoid penalty. System failure whether partial or not shall be decided by the Engineer –in-Charge whose decision in this regard shall be final and binding.
- (vi) If servicing of particular equipment is not possible within the shortest possible time then the contractor must arrange a stand by equipment of the same specification or better as replacement of restoring the system to the normal operating condition within two days. In the meantime the original equipment shall be repaired by the contract and put back into the system; else the stand by equipment shall become the property of SEEPZ-SEZ Authority.
- (vii) If any equipment is required to be taken by the contractor to their workshop for servicing, then the gate pass of the equipment must be obtained from the Security Officer, SEEPZ-SEZ.



Signature of the authorized person
with company / contractor seal

PRICE SCHEDULE

Name of work: **Comprehensive Annual Maintenance Contract of Surveillance CCTV System at SEEPZ-SEZ campus for the period of two years.**

Sr. No.	Item description	quantity	Unit	Rate per month	Amount
1.	Comprehensive Annual Maintenance CCTV System at SEEPZ-SEZ campus including Material, Cameras, Servers etc & labour charges as per direction of Authorized Officer of SEEPZ-SEZ Authority.	24.00	Month		
Total amount Rs.					

(Rs.-----)

Signature of the authorized person
With company / contractor seal