

**OFFICE OF THE DEVELOPMENT COMMISSIONER,  
SEEPZ SPECIAL ECONOMIC ZONE,  
GOVERNMENT OF INDIA,  
MINISTRY OF COMMERCE & INDUSTRY,  
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No.: SEEPZ/COMP/AMC/110(S)/03 – 04/VOL - III

Date:-17/10/2013

Sub: Invitation for Annual Maintenance Contract- reg.

Sir,

Sealed quotation(s) are invited by the Office of Development Commissioner, SEEPZ-SEZ Annual Maintenance Contract of Software as mentioned in the scope of work.

The “Tender Documents” are enclosed as under:-

- The General Terms and Conditions of Contract (Annexure I)
- The Scope of work and Terms and conditions (Annexure II) which will govern any contract made,
- The Tender Application Form (Annexure III)
- The format for Technical Bid (Annexure-IV)
- Financial Bid (Annexure-V)

The “Tender Documents” can also be downloaded from the web site ([www.seepz.org](http://www.seepz.org)) and in such case the same may be signed and submitted as per the procedures mentioned hereinafter.

If the space provided in the Schedule of contract / specifications of items/Performa is insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consecutively, bearing the Tender Number and be duly signed and stamped by the tenderers. In such case, reference to the additional pages must be made in the Tender Form. If any modification of the schedule is considered necessary, tenderers should communicate the same by means of separate letter sent along with the Tender.

Tenderers are requested that, before quoting their rates or sending tender, the tender forms may please be read out thoroughly (line by line) so as to have a clear knowledge of the requirement contained therein, otherwise office will not be held responsible for any error / oversight of his own and the penalties shall be levied for not complying with the requirements stated herein for accomplishing the work.

Quotation will be received by this office	Upto <u>15 – 11 – 2013</u> P.M on <u>5.00 P.M.</u>
Date & Time of Opening of Tender	
Security Deposit Money	Rs.10,000/- (Ten Thousand Only)

The payment shall be made by Demand Draft drawn in favour of “Pay & Accounts officer, SEEPZ-SEZ” as security deposit. Cash & Cheques will not be accepted.

Office of Development Commissioner, SEEPZ-SEZ, Mumbai, reserves the right of accepting or rejecting the whole or any part of the tender without assigning any reason there of . Tenderers shall execute the work at the rate quoted.

In case the tenderers would like to visit this office to inspect the details of Software, they may contact between **10.00 A.M. to 6.00 P.M.**

Acceptance of the tender shall be communicated in due course. Tenderers are requested that the instructions contained in the said communication should be acted upon immediately.

**THE FIRM IS REQUESTED TO FOLLOW THE CHECK LIST AT THE TIME OF SUBMISSION OF TENDER DOCUMENT WITHOUT WHICH THE OFFER IS LIABLE FOR REJECTION:**

CHECK LIST		
1	Tender document fee by demand draft only	Submitted [Yes/No]
2	Original Tender document must be signed all pages	Submitted [Yes/No]
3	Valid License	Submitted [Yes/No]
4	PAN/TAN other statutory documents	Submitted [Yes/No]
5	Credential certificate attached	Submitted [Yes/No]
6	Information in Original sheet of Annexure IV – Technical Bid	Submitted [Yes/No]
8	Quoting rate in Original sheet of Annexure V- Finance Bid	Submitted [Yes/No]
9	Service Tax Number	Submitted [Yes/No]
10	Income tax clearance certificate of last 5 years	Submitted [Yes/No]
11	Address of the company with contact person name, telephone & fax numbers at Mumbai	Submitted [Yes/No]
12	Annual turnover for services only.	Submitted [Yes/No]

**Enclosures:**

- ☐ **Annexure – I (General Tender Terms & Conditions)**
- ☐ **Annexure – II (Scope of Work)**
- ☐ **Annexure – III (Tender Application Form)**
- ☐ **Annexure – IV (Technical Bid)**
- ☐ **Annexure-V (Finance Bid)**

<b>Tender Terms &amp; Conditions</b>
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**A. Experience Certificate :**

1. The firm(s) should have a minimum of five years experience in Software Development field, duly supported by documentary evidence as regards competence and goodwill. The firm should have adequate qualified manpower having experience in the same field.
2. Annual turnover of tenderer should be minimum Rs.5 Crores .
3. Document : The tenderer should have a valid license, PAN / TAN / other statutory document as applicable and produce attested copies of such certificates along with the tender papers, failing which the tender shall liable to be rejected.
4. The tenderers must be registered with the Service Tax Deptt. and they must submit the latest Service Tax Clearance Certificate. In absence of these documents, the quotation will not be entertained.
5. The tenderers should have a permanent place of business in Mumbai and the complete Postal Address, Telephone / Mobile / Fax / E-mail address, etc. should be provided, while submitting the completed tender form.
6. The tenderers participating must submit a list of their owners/partners etc. along with their contact telephone numbers and a Certificate/Undertaking to the effect that the firm is neither blacklisted by any Government Deptt. nor any criminal case is registered against the firm.
7. Tenderer should also submit a declaration stating whether their agency has been blacklisted by any organization or not.

**B. Tender Submission :**

1. The tenderers may send their bid using separate envelopes for technical as well as financial bids. The word 'technical bid/financial bid for Annual Maintenance Contract (onsite) etc. shall be prominently marked on the top of each envelope. Sealed bid should be duly super scribed "**Quotation for Annual Maintenance Contract (onsite).**" After scrutiny of technical bids, the financial bids will be opened on the same day or on some other day with issue of prior notice.
2. Incomplete or conditional bid will not be entertained. The bid must be accompanied by an account payee Demand Draft amounting to Rs. 10,000/- (Ten Thousand Only) drawn in favor of "Pay & Accounts officer, SEEPZ-SEZ" as security deposit. Cash payment, cheques and other mode of payment shall not be accepted. The quotation without the security deposit shall be rejected. The security deposit shall not bear any interest and shall be refunded, if this department does not accept the bid.
3. Technical bid should also include the complete profile of the tenderer and above mentioned certificates/proof. The tenderer should also furnish the details of Govt. Deptt. where they have completed the AMC.
4. The supporting infrastructure/equipments as at point No.4 of Annexure-IV (Technical Bid) ,if considered necessary, can be inspected by the representatives of this Office to finalize the tender.

**C. PRICES/RATES:**

1. The rates for AMC should be mentioned in the original sheet of annexed schedule (Annexure-V). Amount must be clearly written in figures and words in Indian Rupees.
2. Quoting lowest rate does not entitle a firm to get the contract. The technical competence/infrastructure facilities of the firm shall be ascertained before awarding the contract.
3. The payment will be released on quarterly basis after completion of the quarter. The tenderer whose bid is accepted, will submit quarterly bill within one week of completion of the quarter to SEEPZ-SEZ Authority. This office will endeavor to make the payment at the earliest on receipt of a clear and correct bill. No advance payment will be made.
4. A monthly meeting will be held between the department and the Company ,to monitor the maintenance activity and to discuss other related matters.
5. The rates once accepted by the office of SEEPZ-SEZ Authority shall remain unaltered throughout the period of contract, including any extended period.
6. The contractor shall be required to submit his bill on completion of work and payment shall be released as per the terms & conditions with less deduction at source of Income tax at prevailing rates. The bills shall have to be submitted with the certificate of completion of job.

**D. DELIVERY TERMS:**

1. The work is time bound and the time schedule has to be adhered to complete the works.
2. The period of Annual Maintenance Contract shall be valid for a period of one year from the date of award of the Contract.

**E. VALIDITY OF CONTACT:**

1. The contract, if awarded, shall be immediately executed or decided by SEEPZ-SEZ, Authority from the date of award subject to continuous satisfactory performance. However, on failure on this aspect by the contractor, the office will have the right to terminate the contract forthwith in addition to forfeiting the security amount deposited by the contractor and initiating administrative actions for black listing, etc. solely at the discretion of the SEEPZ-SEZ authority and the contractor will also be liable for action as per bond signed by him.
2. This contract extends only to problems arising out of normal functioning of equipment and the contract does not cover break down of services, arising out of damages caused due to fire, theft, riots, accidents, earthquake, storm and other natural calamities.
3. The period of contract can be extended for a further period, if required, on the mutually agreed terms and conditions.
4. A Committee will be constituted to scrutinize/finalize the Contract. The Committee reserves the right to reject any or all the quotation without assigning any reason thereof.

## F. OTHER TERMS:

1. A copy of the terms and conditions duly signed by the tenderers in token of having understood and agreed to the same should be attached along with the quotation.
2. The personnel of the Company will comply with all the security regulation in SEEPZ-SEZ premises.
3. In case the successful tenderer found with breach of any of the condition (s) of the agreement at any stage, the legal action as per rules/laws shall be, initiated against the agency concerned. In that case security money deposited shall be forfeited after giving proper opportunity through show cause notice.
4. The tenderers may remain present personally or through authorized representative, at the time of opening of quotation.
5. **Responsibility for executing Contract:** The contractor is to be entirely responsible for the execution of the contract in all respects in accordance with the terms and conditions as specified in the tender and related terms and conditions.
6. If the contractor fails to fulfill above-mentioned terms and conditions, such failure will constitute a breach of the contract and the SEEPZ-SEZ Authority shall be entitled to make alternate arrangements at the risk and cost of the contractor.
7. **Arbitration:** In the event of any dispute or difference arising out of the terms and conditions laid down in this tender, the same shall be referred to Arbitrator appointed by the SEEPZ-SEZ Authority. The procedure of the Arbitration will be governed by the provisions Arbitration Act 1996 (as amended as rules framed there under).
8. The SEEPZ-SEZ Authority reserves the right to award any part or full contract to any successful agency (ies) at its discretion and this will be binding on the tenderer.
9. In case of failure on the part of the agency who has awarded contract, to comply with the provisions of the terms and conditions mentioned in the tender, the SEEPZ-SEZ Authority reserves the right to award the contract to the next higher tenderer or outside agency and the difference of price will be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the tenderer.
10. Last but not the least it is hereby emphasized that the work is of a secret nature and as such strict maintenance of secrecy is essential. It may be ensured that no information is leaked out to any person or institution other than any authorized Official of the Corporation, failing which the agency may make themselves liable to Criminal Proceedings. The Agency has to submit an indemnity bond on a stamp paper towards maintenance of utmost secrecy along with agreement bond in duplicate.

**Scope of work and terms & conditions**

**AMC OF SOFTWARE**

**DETAILS OF MODULE**

- (I) EOU Module**
  - (a) Entry of EOU Application
  - (b) Approval of EOU in the System
  - (c) Generation of various reports as required by this office
  - (d) Any other software programme in the module
  
- (II) Estate Rent Module**
  - (a) Rent Receipt Entry
  - (b) Entry of details in the case of new allotment
  - (c) Entry of surrender of Gala
  - (d) Generation of Report of Rent Receipt, Outstanding, Generation of Bills, Reminders and Resource Data
  - (e) Any other software programme in the module
  
- (III) Section Manager for DAK Module**
  - (a) Entry of Dak receipt by this office and generation of daily report of dak receipt.
  - (b) User-wise distribution of Dak and Disposal at the user end
  - (c) Entry of CST/DBK/TED claims
  - (d) Entry of Cheques by Account Section
  - (e) Generation of Report
  - (f) File Management System for DDC/JDC/DC
  - (g) Any other software programme in the module
  
- (IV) Monitoring Module (SEEPZ Admin Part)**
  - (a) Entry of QPR/APR received from EOU
  - (b) Generation of Monitoring sheet
  - (c) Any other software programme in the module
  
- (V) SEZ Module for monitoring**
  - (a) Entry of APR received from SEZ Units
  - (b) Generation of Monitoring sheet
  - (c) Any other software programme in the module
  
- (VI) Gatepass Module**
  - (a) Issue of daily gate passes to SEEPZ units.
  - (b) Generation of reports related to gatepasses
  - (c) Entry of gate pass charges received from unit
  - (d) Any other software programme in the module

**SCOPE OF WORK:**

- (I) Backup of data relating to above programme
- (II) Platform of the module is VB , SQL
- (III) At least one Qualified personnel/Programmer shall be stationed at SEEPZ for onsite maintenance of above programmes.
- (IV) In case the person is on leave, alternate person should be provided to avoid disturbance of day to day work.
- (V) It should be ensured that the person shall attend the office at office time on regular basis.
- (VI) The major bug fixing and patch release will be done on non working days or holidays.
- (VII) The problems should be resolved within the reasonable time period.

TENDER APPLICATION FORM			
1		Name of the firm:-	
2	a	Full Postal Address:-	
	b	Cell Phone No.	
	c	Telephone No:-	
	d	Fax No.	
3		Date of Establishment of Firm:-	
4	a	If your Firm Registered under:-	
	b	The Indian Factories Act:-	
	c	Any other Act, if not, who are the owners (Please give full address):-	
5		Name and Address of your Bankers stating the name in which the Account stands:-	
6		Total number of Employees:-	
7		Are you in the list of approved contractors of any other organizations / institutions, if any give details (Append extra page if necessary):-	
8		Give details of any Government contracts executed during the last twelve months (Append extra page if necessary):-	
9		Any other information which you consider necessary to furnish:	

- UNDERTAKING:**
- A. I, the undersigned certify that I have gone through the terms and conditions mentioned in the tender document and undertake to comply with them.
  - B. The rates quoted by me are valid and binding upon me for the entire period of contract.
  - C. The earnest money of Rs. 20,000 /- to be deposited by me has been enclosed herewith vide Demand Draft no.\_\_\_\_\_, Dt.\_\_\_\_\_, drawn on \_\_\_\_\_ bank \_\_\_\_\_, Branch \_\_\_\_\_.
  - D. I/We give the rights to SEEPZ-SEZ, Authority to forfeit the earnest money deposited by me/us if any delay occur on my/agent's part or failed to provide the services within the appointed time or the items of desired quality.
  - E. I hereby undertake to provide services as per directions given in the tender document / supply order within stipulated period.
  - F. I shall be vacating any space that may be provided to me by the SEEPZ authority to carry out the job or otherwise, before I put up the last bill of the contract period for payment.

Date: -  
Place: -

Signature of the tenderer:-  
Full Name:-  
Designation:-

(Office seal of the tenderer)

PROFORMA FOR TECHNICAL BID			
1	Name of Agency with address/FAX/Phone No. (Agency should have permanent place of business in Mumbai)		
2	Whether operating from Mumbai on all India basis (Enclosed valid Trade license)		
3	Must have supporting IT infrastructure/equipments to handle the work (List of equipments to be furnished)		
4	PAN/TAN (enclosed Xerox copy)		
5	Bank Draft Details	For EMD	For cost of Tender paper
a)	Name/Branch of Bank		
b)	Bank Draft No./date		
c)	Amount		

Signature:

Name:

Designation:

Date:



PROFORMA FOR FINANCIAL BID

A	Name of Agency with address/FAX/Phone No. (Agency should have permanent place of business in Mumbai)		
ii)	AMC charges	(Lump sum Rate)	Rs. _____

(Rupees: TOTAL Rs. )

Notes:  
a) The quotation will be finalized on the basis of total of (i) and (ii) above.

Signature:

Name:

Designation:

Date: