



**TENDER NO.01/2023-24(Sr.No.08)**

1. **Annual maintenance contract (AMC) of Various modules/services of DSL website. (www.dahejsez.com) website (For one Year).**
2. **Name of work:** Tender to invite Quotation/Rate from eligible agencies/firm for maintenance of DSL website(www.dahejsez.com) including various Modules/Services on yearly & call base charges.
3. **Submission of Tender:** Quotation/Offer in sealed cover (mentioning name of work on cover) shall be submitted to: Office of Dahej SEZ Limited, Dahej SEZ Part – 1, At & Post – Dahej, Ta – Vagra, Dist. – Bharuch on or before **07-07-2023(Up to 5:00PM)** by **RPAD/Speed post/Courier/Hand delivery** The tender/ offer shall be submitted to address mentioned below in sealed cover super scribe **“Tender to invite Quotation/Rate from eligible agencies/firm for maintenance of DSL website(www.dahejsez.com) including various Modules/Services on yearly & call base charges.”**

***Tender must be submitted in two separate cover mentioned “Technical Bid” & “Financial bid” indicating name of work “Tender to invite Quotation/Rate from eligible agencies/firm for maintenance of DSL website(www.dahejsez.com) including various Modules/Services on yearly & call base charges.”***

**Address:**

Chief Executive Officer,  
Dahej SEZ Limited  
3rd Floor, Block No.14,  
Udyog Bhavan, Sector 11,  
Gandhinagar, Gujarat, India

**Tender will be submitted by RPAD/ Speed post/Courier/Hand delivery**

***Note: Demand draft (DD) for Tender FEE & EMD must be attached with technical bid. If original DD for EMD & Tender FEE is not attached with “Technical Bid” then tender will be automatically rejected for further process.***

***Tender validity period***----90 Days from the date of opening of price bid.

4. **TENURE OF CONTRACT:** The tenure of the contract shall be **Five year** and based on performance, it may be extended for another mutually agreed period with mutual agreed price, terms & condition at the direction of DSL. DSL
5. **Opening of Tender**
  - **Technical bid** will be open on **12.07.2023(Time 11:00 AM)** in office of Dahej SEZ Ltd, Udhoy Bhavan Sector-11, Gandhinagar.

**Technical bid will be evaluated by DSL based on the pre-qualification criteria as mentioned in the tender and must be binding to all bidders. No any clarification / documentation will be shown to any bidder for evaluation process done by DSL.**

- **Price Bid** will be open on **19.07.2023**(Time 1:00 PM) in office of Dahej SEZ Ltd, Udhog Bhavan Sector-11, Gandhinagar.

**Note:**

- Bidders are allowed to remain present during opening of bids including price bid. Bids will be open by committee of DSL. No separate intimation will be given to bidders.
- **Price bid of only technical qualified bidder will be open.**

**6. Tender Fees, EMD, SD.**

- **Tender Fees (Non-Refundable):** Rs.590/- (Rs.500+90 --18 % GST) in the form of Demand Draft of any scheduled bank in favour of "Dahej SEZ Ltd."
- **Earnest Money Deposit:** Rs.4500/-

Each tender must be accompanied by a tender guarantee bond (Earnest Money Deposit) of Rs.4500/- (four thousand five hundred) in the form of Demand Draft of any scheduled bank in favour of "Dahej SEZ Ltd."

The Earnest Money Deposit will be refunded to the unsuccessful Tenderers after the award has been finalized/ tender validity period expired, as per prevailing norms of the DAHEJ SEZ LIMITED without any interest.

The Earnest Money Deposit (Tender guarantee) will be forfeited in the event, the successful Tenderer fails to accept the contract and fails to submit the Security Deposit to the DSL as stipulated in this tender document within 15 days after receipt of notice of award of contract. In such case, the DSL may disqualify the Tenderer from tendering for further works.

The Earnest Money Deposit of the successful tender shall be adjusted against Security Deposit.

No interest shall be paid by the owner on Earnest Money Deposit as well as Security Deposit.

**7. SECURITY DEPOSIT:**

- (i) The successful bidder shall be required to deposit a security deposit of 10 % of contract value in the form of Demand Draft drawn in favour of Dahej SEZ Ltd. payable at par.
- (ii) The amount of security deposit is liable to be refunded after expiry of contract.
- (iii) No interest shall be accrued on the said security deposit.
- (iv) Security deposit will be forfeited if Firm/contractor/agency fails to execute the works as per terms and conditions mentioned in the tender.
- (V) EMD of successful bidder shall be adjusted against security deposit.

## **8. GENERAL TERMS AND CONDITIONS**

1. If Agency fails to attend the complaint within 24 hours, then DSL reserved the right to carryout required maintenance /repair/ replacement at risk & cost of agency and payment for the same shall be deducted from due payment to agency. Also, in such case penalty of Rs.1000 will be imposed on agency by DSL.
2. DSL will award the work to agency who has quoted overall lowest amount/whose quoted price found over lowest.
3. **TERMINATION OF CONTRACT-** If contractor is found to neglect the provision of contract or is not satisfactory performing the contract, DSL shall give notice in this regard to take corrective steps within 7 days. Even after this notice if contractor fails to comply satisfactorily then DSL may terminate this contract after giving 1 (one) month notice and security deposit shall be forfeited. In case agency wish to terminate the contract, they have to give at least 3 month written notice to DSL.  
In such case, proportionately payment shall be made.
4. The Dahej SEZ Limited reserves right to increase or decrease the scope of work and spilt the tender in two or more parts without assigning any reason, even after the award of contract.

## **9. THE SCOPE OF WORK**

Agency shall be responsible for maintenance / up-dation of DSL website, modules, systems, facility regularly / as per instruction of DSL including following:

1. Agency must perform Graphics & Animation Updates – adding, editing and sizing of any pictures / animations to the existing website.
2. Website Content Updates – adding, editing and/or removing any text, data, graphics, content or copy on the existing site including any articles, reports, contact information and product or service description.
3. Script / Program Updates – adding, editing, removing and installing any scripts, programs or software to the existing website can be done under the scope of this contract.
4. Check for and fix any broken links.
5. Check for poor or fading images and replace as required.
6. Update web page (static page) Meta tags.
7. Make minor changes to sentence or paragraph wording (this does not include removing nearly all the text from a page and replacing it with new text).
8. Complete Monthly Backups – each month existing website will be backed up and saved to agency's server.
9. Include making any changes to existing Meta-tags, Alt-tags, Title, Keywords or Page Description.
10. AMC shall cover maintenance & support of existing website, modules, system etc. only. The support shall include rectification of errors or bug encountered during usage.
11. However, in case of any enhancement/additional features / system to be implemented, shall be charged extra as per mutual agreed rate, T&C and shall be treated as charge request note (CRN).
12. AMC shall not cover data entry work or hosting services.
13. Having a recent backup of website is important in case something goes wrong. Disaster recovery planning helps ensure that agency can quickly get DSL website back up and running in the event of a major problem. A backup helps to prevent data loss and ensures that agency can restore your site if it's ever hacked or corrupted.

14. Website has users, agency will need to manage their accounts. This includes creating and deleting user accounts, resetting passwords, and managing permissions. User management also includes cleaning out the users' list by removing bots and spam accounts.
15. Uptime monitoring helps ensure that your website is available when people try to access it. The goal is to keep your website's uptime as close to 100% as possible. Once DSL's site goes down, agency have to take steps to get it back up and running.
16. If Agency fails to resolve the minor error/changes / updating within 48 hours from intimation, then in such case penalty of Rs. 1000/- will be imposed on agency by DSL.  
However, in case of major error/changes / updating, it will be completed by 5 days from intimation and no penalty will be imposed on agency by DSL. If agency, need more time due to technical reason, DSL may grant more appropriate time on receipt of request from agency.
17. Competent representative of agency shall have to provide training to DSL staff / Units holders of Dahej SEZ for module like monthly report, Utility report etc. at given location as and when instructed by DSL without any charges.
18. Resolve the query of unit while submission of report.
19. Competent representative of agency shall have to attend the meeting whenever called by DSL, visit the DSL office Gandhinagar and Dahej as and when instructed by DSL without any charges.

#### **10. Payments Terms and Conditions.**

1. Payment will be release on quarterly basis i.e. (After every 3 Months) after completion of maintenance service in each quarter after submission of bill/ invoice.
2. Invoice and other documents must be in the name of M/s. Dahej SEZ Limited, SEZ Developer, Dahej SEZ Part-1, At & Post – Dahej, Tal-Vagra, Dist. – Bharuch-392140, Gujarat otherwise tax benefit amount deducted along with GST from RA bill / final bill of contractor by Dahej SEZ Limited.
3. You are required to ensure that all the benefits available to the supplier of the SEZ Developer need to be availed like GST, etc., failing which it will be deducted from RA Bill / Final Bill of the Contractor with applicable GST.
4. You will issue Invoice as per CGST Rules, 2017. The supply of goods and services or both to SEZ Developer are zero rated supplies as per Section 16 (1) (b) of IGST Act, 2017 and you will have to execute Bond with Bank Guarantee/ LUT with your Jurisdictional GST Officers irrespective whether you are registered or not under GST (in other words, supplies to SEZ are considered as zero rated inter-state supplies and if the person is providing inter-state supplies, he has to compulsorily get registered with GST authorities irrespective of the threshold limit of the turnover as per Section 24(1) of CGST Act, 2017). Please provide us your GSTN Number along with GST Registration Certificate, a Copy of the Bond/LUT executed with the GST Department and a copy of Bank Guarantee provided to the GST Department. Please ensure that you mention the details of Bond/LUT in the Invoice issued under Rule 46 of CGST Rules, 2017, failing which we will deduct the amount equivalent to GST payable under RCM from the payment to be made to you against execution of this work.
5. You will provide us the copy of GSTN number at least 10 days in advance before start of the said work and / or declaration as required by DSL and before issuing Invoice, you will provide us a copy of Bond & Bank Guarantee/LUT submitted to the GST Authorities for making zero rated supply of goods and services or both to SEZ Developer.
6. Invoice raised at following address: -  
M/s. Dahej SEZ Limited, SEZ Developer,  
Dahej SEZ Part-1, At & Post – Dahej,  
Tal-Vagra, Dist. – Bharuch-392140,  
Gujarat.
7. GST No. 24AACCD8098E2ZK
8. The agency shall also depute its authorized personnel to rectify defects in the event of any breakdown during the contractual period without any extra charges.

9. Maintenance work will be carried out only on working days of Dahej SEZ Limited during office hours.
10. Preventive maintenance based on the specific need of each unit of the equipment as determined by company, including fabrication, necessary adjustments and replacement of unserviceable minor parts. Unscheduled on-site remedial maintenance, on request for repairing functions including reasonable replacement of unserviceable parts. The parts replaced will be new parts or parts equivalent to new in performance. These parts shall be furnished on an exchange basis. The removed parts will become the property of DSL.
11. If agency/ Contractor fails to provide service in time then DSL will engage another agency to carry out maintenance/repairing works and cost will be recovered from due payment. (Excluding material cost).
12. On expiry or termination of the contract, the firm shall hand over all the systems in perfect working condition, failing which payment of last quarter will be deducted on pro-rata basis for non-working of systems.

**11. Eligibility Terms and Conditions (Pre-qualification criteria)**

**(Bidder must submit the following self-attested documents along with bid)**

1. The Firm / Agency must be registered firm. Copy of relevant documents issued by competent authority shall be submitted along with bid.
2. The Bidder/Agency must have a valid PAN, GST Number and copy of same shall be submitted along with bid.
3. Agency must have registered / one Branch office within in Gujarat.
4. Agency must have 5-year experience in similar work like development and maintenance of dynamic website. Agency must possess at least 3 work order of Private entity/PSU/State/Central Govt. along Completion Certificate of Similar work. Copy of same shall be submitted along with bid.
5. Agency must have average turnover of Rs.12,00,000/- in financial year 2019-20, 2020-21, 2021-22, 2022-23.

**12. Pre-Bid Meeting & Site Visit:**

Interested agency / contractor must visit on **27.06.2023(11:30 AM)** at Dahej SEZ Ltd., Gandhinagar office to get clear scope of work and terms & conditions etc.

Please note that any query raised after pre-bid meeting shall not be clarified by DSL.

Any change in date /time will be published on DSL website [www.dahejsez.com](http://www.dahejsez.com). **Minutes of meeting will be published on our website-www.dahejsez.com**

**13. Cancellation of Contract:**

Quotation / offer which are not properly sealed by wax or tape will be rejected. Any rectification / modification / correction if any regarding this notice hereinafter made shall be seen in the corrigendum to this tender notice on web site: [www.dahejsez.com](http://www.dahejsez.com) and must be binding to all agencies / contractors. Right to reject any or all the Quotations/offers without assigning any reasons thereof are reserved by DSL.

**14. COMPLIANCE:**

The Firm/Agency/Contractor must be agreeable to abide by all statutory obligations relating to Deployment of man power, Deposit of subscription of ESI and PF, Contract Labour (Regulation & Abolition) Act. 1970, Workmen's Compensation Act, Minimum Wages Act and any other rules, regulations and/or statutes as may be applicable to them from time to time.

DSL Shall not be responsible in any case for compliance of ESI and PF, Contract Labour (Regulation & Abolition) Act. 1970, Workmen's Compensation Act, Minimum Wages Act and any other rules, regulations and/or statutes as may be applicable to them from time to time.

Tender must comply with and agreed to all instructions, notes, specifications and requirement in the Notice and in various sections and sub sections of tender documents including requirements in the Contract Documents and post-bidding procedures.

- 15. SAFETY CODE** - The agency shall take necessary safety measures to ensure safety of persons deployed. DSL shall not be responsible for any injury/ death caused to their personnel / staff while working in the premises of DSL under this contract. All compensation will be paid by agency / contractor and DSL shall not be held responsible in any case.
- 16. TOOLS & EQUIPMENTS** - The agency shall arrange at his own expense all necessary tools and equipment's for execution of the work.
- 17. FOOD, TRANSPORTATION & ACCOMMODATION** - The agency shall arrange at his own expense's food, transportation and accommodation for the staff deployed under this contract.
- 18. SATISFACTORY SERVICES** - The decisions of CEO, DSL shall be the final and binding on the agency for the purpose of determining satisfactory services.
- 19. PROHIBITION OF SUB CONTRACT** - The Agency shall not appoint any sub-contract for this work under any circumstances.
- 20. RESOLUTION OF DISPUTE**  
In case of any dispute, the decision of CEO, DSL shall be final and must be binding to bidder.

**21. RIGHTS RESERVED:**

Without assigning any reason, The Dahej SEZ Limited reserves the right to reject the lowest or any other or all tenders which in the opinion of The Dahej SEZ Limited does not appear to be in its best interest and the tenderers shall have no cause of action or claim against the Dahej SEZ Limited or its officers, employees, successors, or assignees for rejection of his tender.

The Dahej SEZ Limited further reserves the right to withhold issuance of the notice to proceed, after execution of the contract agreement for a period of 30 days and no additional payment will be made to the successful tenderer on account of such withholding. The Dahej SEZ Limited is not obliged to give reasons for any such action.

During tender validity period, if any Tenderer withdraws, or makes any modifications or additions in the terms and conditions on his own in his tender, then The Dahej SEZ Limited shall, without prejudice to any right or remedy be at liberty to reject the tender and forfeit the Earnest Money Deposit in full. Such Tenderer may be disqualified from tendering for further works under the jurisdiction of The DAHEJ SEZ LIMITED. Conditional tenders are liable to be rejected.

The Dahej SEZ Limited reserves right to increase or decrease the scope of work and split the tender in two or more parts without assigning any reason, even after the award of contract.

CHIEF EXECUTIVE OFFICER  
DAHEJ SEZ LIMITED

SIGNATURE AND SEAL OF THE CONTRACTOR:  
NAME AND ADDRESS:  
DATE:

## TECHNICAL BID - GENERAL INFORMATION

(To be filled in by the bidder and submit along with Technical Bid)

### PART A: Brief Description of the Tender

1. NAME OF TENDERING COMPANY/ FIRM:

2. Type of Organization Individual/ Partnership/ Pvt. Ltd. as may be:

3. NAME OF OWNER / PARTNERS / DIRECTORS:

4. FULL PARTICULARS OF OFFICE

(a) ADDRESS:

(b) TELEPHONE NO:

(c) MOBILE No.:

(d) E-MAIL ADDRESS

(e) Company website, If any

(f) Year of establishment

5. Details of payment

Sr. No:	Particulars	Bank Details	Amount with date	Valid up to
1	Tender cost of Rs.590/-			
2	EMD deposit of Rs.4500/-			

6. DETAILS OF EXISTING STAFF:

Sr. No.	Name	Qualification	Designation	Experience in year
1				
2				

## Price Bid

**AMC of Annual maintenance contract (AMC) of Various modules/services of DSL website (www.dahejsez.com) website**

Sr. No	Type of Services	Rate in Rs. for One year AMC	Rate in Rs. for 5-year AMC	Rate in Rs. / Call
1	CMS Based website development ( <a href="http://www.dahejsez.com">www.dahejsez.com</a> ) including Online Grievance System, Online Monthly Data Collection, Invoice Upload system, Utility from & report, Land application for IP & SEZ Pakhajan etc.			
Total Amount in figure (Without GST/ Any Tax, Duties)				
Amount in words				

**Note:**

1. DSL shall have liberty to awards the work i.e AMC or call base charges and decision of the same shall be final and binding to agency.
2. However, any Enhancement/additional features to the implemented system shall be charged extra as per mutual agreed rate, T&C and shall be treated as charge request.

**Name of Agency**

**Sign & Seal**

**(Declaration on firm letter head)**

**DECLARATION**

I/ We having our office at

..... declare

that I/ We have never been blacklisted by any state Government/ Central Government or any State/ Central PSU.

Date:

Designation:

Place:

Signature of the Tender

Name:

Office Seal:

