

**INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH  
GOREGAON (EAST), MUMBAI**

**TENDER DOCUMENT**

**FOR**

**Comprehensive Annual Maintenance Contract of CCTV Surveillance System at  
New Hostel Building at IGIDR**

NIT No.: IGIDR/Tender/2022/ED/11 Date: 07.02.2022

INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH

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Gen. A.K. Vaidya Marg, Film city Road, Santosh Nagar, Goregaon (East), Mumbai-400065.

TELEPHONE: 022 6909 6200/502/9920153014. FAX: 022 69096399.

## INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH, MUMBAI

### Notice Inviting Tender

“NAME OF THE WORK: **“Comprehensive Annual Maintenance Contract of CCTV Surveillance System at new hostel building at IGIDR”** at INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH, GOREGAON, MUMBAI – 400 065.”

1. IGIDR invites sealed bids from vendors/firms/contractors of repute for the following work:

Name of work	EMD (Rs.)	Period of Contract
(1)	(2)	(3)
<b>Comprehensive Annual Maintenance Contract of CCTV Surveillance System at new hostel building at IGIDR</b>	<b>Rs. 7,600.00</b>	<b>1<sup>st</sup> April 2022 To 31<sup>st</sup> March 2023</b>

2. The tenders being invited for the above-mentioned work. IGIDR MUMBAI reserves its right to award the work to the successful bidder.
3. Bidder has to deposit Earnest Money of Rs.7,600.00/- (Rupees Seven Thousand Six Hundred only) along with the bid.
4. The EOI bids in two bid system are invited through two separate Emails to [tender@igidr.ac.in](mailto:tender@igidr.ac.in) : **“Email-1: EMD and Pre-qualification/Technical Bid”** and **“Email-2: Financial bid”**. Subject of email should be mentioned as **“Email-1: EMD and Pre-qualification/Technical Bid for Comprehensive Annual Maintenance Contract of CCTV Surveillance System at new hostel building at IGIDR”** and **“Email-2: Financial bid for Comprehensive Annual Maintenance Contract of CCTV Surveillance System at new hostel building at IGIDR”** respectively. All the bid documents should be attached as a PDF document or zip file and the financial bid file should be protected with a password.
5. Last date of submission of Tender document shall be up to 03.00 PM on 28<sup>th</sup> February 2022.
6. The institute reserves the right to reject any prospective application without assigning any reasons whatsoever.
7. Before quoting the rates, contractor should inspect the site and understand themselves about the nature and scope of the work.

REGISTRAR

**SECTION 'A'**

**Letter of Offer**

Date \_\_\_\_\_

To,  
The Registrar,  
Indira Gandhi Institute of Development Research,  
Gen. A.K. Vaidya Marg, Film city Road,  
Goregaon (East), Mumbai- 400065.

Subject: Tender for “Comprehensive Annual Maintenance Contract of CCTV Surveillance System at new hostel building at IGIDR”

Reference: Tender Advertisement No. IGIDR/Tender/2022/ED/11 dated 7<sup>th</sup> February 2022

Dear Sir,

With respect to your above-mentioned tender, I / We hereby submit my / our tender in the required format along with Company Profile and supporting documents.

Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit the EMD and pay to the IGIDR the amount mentioned in the said Conditions.

I/We have deposited **NEFT/DD/FDR/BG** of Rupees Seven Thousand Six Hundred only or MSME exemption Certificate as an earnest money to the IGIDR, which will not bear any interest. Should I/We fail to execute the contract when called upon to do so. I/We do hereby agree that this sum shall be forfeited by me/us to the IGIDR.

I / We have carefully gone through the terms and conditions prescribed and I / We accept the same in to without any alterations / modifications.

Yours faithfully,

**Signature**

Name & seal of bidder

*\*To be submitted on company/firm letterhead.*

**SECTION 'B'**  
**GENERAL INSTRUCTIONS TO BIDDERS**

Tender bids through email should be addressed to The Registrar, Indira Gandhi Institute of Development Research, Goregaon (East), Mumbai-400065.

1. Bidder must deposit Earnest Money of Rs.7,600.00/- (Rupees Seven Thousand Six Hundred only) through NEFT/DD/FDR/BG to “INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH, MUMBAI” Account No. 010220100010001, IFSC code: BKID0000102, Branch name: IGIDR, Bank Name: Bank of India and UTR number with screenshot of transaction should be included in the part of tender document towards Earnest money.
2. The bidders registered under MSME are exempted for submission of EMD, but they should submit the necessary copy of the MSME certificate for exemption.
3. The tender bids in two bid system are invited through two separate Emails to [tender@igidr.ac.in](mailto:tender@igidr.ac.in) “**Email-1: EMD and Pre-qualification/Technical Bid**” and “**Email-2: Financial bid**”. Subject of email should be mentioned as “**Email-1: EMD and Pre-qualification/Technical Bid for Comprehensive Annual Maintenance Contract of CCTV Surveillance System at new hostel building at IGIDR** and “**Email-2: Financial bid for Comprehensive Annual Maintenance Contract of CCTV Surveillance System at new hostel building at IGIDR**” respectively. **All the bid documents should be attached as a PDF document or zip file. In case bidder cannot attach single bid file to an email then they can split their bid and submit in multiple emails with mentioning in the email subject as Part-I, II, III.... etc.**
4. All the required documents should be scanned and merged either into a single PDF file or zipped into a single and attached to the respective Emails. **The Financial bid should be attached as a PDF document protected with a password and the password to be shared at the time of financial bid opening through online meeting. The vendor should keep their password securely with them and required to give only when asked in online meeting for financial bid opening.**
5. The bids will be received up to **3:00 PM on 28<sup>th</sup> February 2022**. Each copy of the tender document under their stamp and signature. No tender will be accepted after 3:00 PM on 28<sup>th</sup> February 2022 under any circumstances whatsoever.
6. The Email bid with subject “EMD & Pre-qualification/Technical Bid for Comprehensive Annual Maintenance Contract of CCTV Surveillance System at new hostel building at IGIDR” shall be opened by REGISTRAR or his authorized representative in his office on the next day 1<sup>st</sup> March 2022 at **11:30 AM**. Through online meeting platform. The link of meeting will be shared with participated bidders. In case, holiday is declared by the Government on the day of opening the bids, the bids will be opened on the next working day at the same time.

7. The Email bid with subject “Financial bid for Comprehensive Annual Maintenance Contract of CCTV Surveillance System at new hostel building at IGIDR” of only qualified bidders will be opened. The date of opening of price bid shall be informed by institute to the qualified bidders. The date of opening of financial bid and link for online meeting shall be informed by the institute to the qualified bidders. **The bidders should provide the password of financial bid PDF file during the opening of the financial bid. In case bidder can NOT provide password for financial bid at the opening then their bid shall be rejected.**
8. Tender bid shall remain valid for acceptance by the Institute for a period of Three months from the date of opening of the bid which period may be extended by mutual agreement and the bidder shall not cancel or withdraw the tender during this period.
9. The bidder must use only the tender forms issued by the Institute to fill in the rates. Any addition/alteration in the text of the tender form made by the bidder shall not be valid and shall be treated as null and void.
10. The tender form must be filled in English. If any of the documents is missing or unsigned, the tender may be considered invalid by the Institute in its discretion.
11. Rates should be quoted both in figures and in words in columns specified. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the tender void at the Institute's option. No advice whatsoever especially on any change in rate specifications after the opening of the tender will be entertained.
12. Each Page of the Tender document should be stamped and signed by the authorized person or persons submitting the Tender in token of his/their having acquainted himself/themselves with the General Conditions of contract. General specifications, Special Conditions, etc. as laid down. Any tender with any of the documents not so signed will be rejected.
13. A tender which is not accompanied by EMD will not be considered. The EMD will be returned to the bidder if their tender is not accepted by the institute but without interest. The EMD paid by the successful bidder shall be held/encashed by the IGIDR as security for execution and fulfillment of the contract. No interest shall be paid on this deposit. The EMD of the successful bidder may be converted into Performance Security Deposit. The security deposit of the successful bidder will be forfeited if they fail to comply with any of the conditions of contract. No interest will be paid on Security Deposit withheld by the institute.
14. Tender incomplete in any form will be rejected outright; conditional offers will not be accepted.
15. Institute does not bind itself to accept the lowest or any bid and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.

- 16.** Institute reserves the right to divide the work mentioned in the tender, amongst two or more bidders at its own discretion and the successful bidders will have to execute orders for part of the items placed with them at the quoted rates. Institute also reserves the right to increase or decrease the quantities and even omit any item of work after the order is placed and the Contractor shall execute the same without claiming anything extra for the same. In this context the rates quoted for each item must be self-supporting and relevant.
- 17.** No bidder will be allowed to withdraw after submission of the tender: otherwise, the EMD submitted by the bidder would stand forfeited. In case, the successful bidder declines the offer of contract (or refuse to acknowledge or execute the contract within 15 days of award of order), for what so-ever reasons, their EMD will be forfeited.
- 18.** The rates shall also be firm and shall not be subject to change, due to material/labour conditions or any conditions whatsoever. Bid must include in their rates, applicable GST and any other tax and duty or other levy whether existing or future, levied by the Central Government or any State Government or Local Authority, if applicable. No claim in respect of GST or any other tax, duty or levy whether existing or future, shall be entertained by the Employer.
- 19. The intending bidder can obtain any clarifications regarding the tender document, scope of work etc. if any by contacting to Mr. Amit Gaikwad (Estate Officer) on email [amitg@igidr.ac.in](mailto:amitg@igidr.ac.in) or mobile – 9881070122 or from the Estate Department of the Indira Gandhi Institute of Development Research, Goregaon, Mumbai-400 065 on any Institute`s working day.**

I/We hereby declare that I/we have read and understood the above instructions and the same will remain binding upon me/us.

Place :

Signature of Bidder with seal

Date :

**SECTION 'C'**  
**SPECIAL CONDITIONS**

1. The workmen will not be allowed to stay within the premises.
2. Permission if any, required from the local bodies shall be obtained by the successful bidder at his cost.
3. The successful bidder shall employ adequate number of persons as agreed to by the Institute for satisfactory fulfillment of his contractual obligations as per this Agreement and shall provide adequate number of persons with appropriate training and experience, at its own expense, for the proper discharge of the responsibilities entrusted to them.
4. The successful bidder shall decide the mode and manner of work to be done by his workmen.
5. The successful bidder shall comply with the labour acts or any other Labour Laws (Minimum wages act) in force from time to time for all of the workers employed by him.
6. In case the successful bidder contravenes any provisions of the law, and the Institute suffers any damage or loss or harm due to any acts of commission or omission of the Contractor, the Contractor is bound to indemnify the Institute. The Contractor shall also be responsible for the discharge of all legal liabilities towards the Institute and for observing all laws and Government rules relating to labour laws.
7. The successful bidder shall execute necessary agreement with the Institute within 07 days of issuance of the work order/declaration as the Successful Bidder, whichever is earlier.
8. The successful bidder shall use only approved brand materials if any required.
9. The work has to be carried out with least inconvenience to the staff.
10. The successful bidder has to obtain permission from the local authorities as per the existing local bye laws for such works and the charges/fees if any, has to be borne and paid by the contractor.
11. The successful bidder shall have the addresses and photographs of their workmen being engaged by them for the said work. The entry of workmen will be allowed inside the building only on producing the photo pass/Id card issued by the successful bidder.
12. Any damage cause to any of Institute's properties shall be made good by the contractor at their own cost.
13. The successful bidder shall carry out the work strictly in accordance with specification details and instructions of the Institute's In Charge.

I/We hereby declare that I/we have read and understood the above terms and conditions that form part of the Formal Contract to be executed between I/us and the Institute. The same shall be binding upon me/us upon being declared as the Successful Bidder.

Place :

Date :

Signature of Bidder with seal

**SECTION 'D'**  
**TERMS AND CONDITIONS**

Upon the declaration of an intending vendor/bidder to be the Successful Bidder by the Institute, they shall be subject to the following terms and conditions that shall form part of the Formal Contract to be executed with the Institute.

1. The successful bidders shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of the IGIDR. In case of breach of these conditions, the IGIDR may serve a notice in writing on the Contractor rescinding the contract.
2. In all matters of dispute arising on the work, the matter shall be referred to **The Registrar, Indira Gandhi Institute of Development Research, Goregaon** for a decision.
3. In the event that the Successful Bidder is not satisfied by the decision of the Registrar, Indira Gandhi Institute of Development Research, the dispute shall be settled by arbitration in accordance with the provisions of arbitration and conciliation act, 1996 or any enactment thereof. The Arbitral Tribunal shall consist of one arbitrator, to be appointed by the Institute. The place of arbitration shall be Mumbai and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made in Mumbai. The arbitration proceedings shall be conducted in the English language and any award or awards shall be rendered in the English language. The procedural law of the arbitration shall be the Indian law. The award of the arbitral tribunal shall be final, conclusive and binding upon the Successful Bidder and the Institute.

**4. Insurance Clause:**

The Contractor shall be responsible for all injury to person, animals or things and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated sub-Contractor's employees, whether such injury or damage arise from carelessness, accident or any other case whatever in any way connected with the carrying out of the contract.

**5. Performance Security Deposit:**

The successful bidder will have to deposit a Performance Security Deposit (PSD) @ **5%** of the total value of contract amount for one year, subject to the revision at the time of placing the work order, within 15 days of the receipt of the formal order. The performance security will be furnished in the form of an account payee Demand Draft/Fixed Deposit Receipt or Bank Guarantee from a commercial bank drawn in favour of "The Registrar, Indira Gandhi Institute of Development Research, Mumbai" payable at Mumbai. The performance security should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the service provider. In case the successful bidder submitted the MSME certificate instead of EMD, need to deposit PSD amount. This deposit shall be



forfeited in case the contractor, who fails to discharge its duties/commitments or whose contract is terminated pre-maturely.

**6. Payment Terms:**

Payment shall be made to the contractor on quarterly basis after successful completion of service within 14 days of submission of certified invoice along with supporting documents.

The successful bidder should ensure that all the complaints in that quarter has been attended satisfactory before submitting their bill.

**7. Tenure of Contract:**

Initially the contract period shall be for 1 year from date of issue of work order however it can be extended for further 02 years based of review of performance of contractor on yearly basis on same rates, terms & conditions.

**8. Penalty Clause:**

Any unjustified delay in attending the complaint a penalty of **0.5%** of quarterly amount per instance per day shall be applicable. The maximum penalty of **5%** per instance on quarterly bill amount shall be charged to the successful bidder.

**9. Termination Clause:**

9.1 Without prejudice to any other remedy available to the Institute, in case of default on the part of the contractor in the performance of this contract or in the discharge of any contractual obligations arising out of this contract or if the contractor commits substantial breach of his obligations and such breach is not corrected within 15 (fifteen) days from the date of receipt of the notice specifying the breach, by the contractor, the Institute may terminate this contract by giving a 30(thirty) days written notice of intended termination to the contractor.

9.2 In the event of this Contract being terminated, the Institute shall be liable to make payments of the amount due under this Contract up to the effective date of termination for which services (including parts thereof) have been rendered by the Contractor subject to clause 9.5 hereunder.

9.3 Notwithstanding anything contained herein above, the Institute may terminate this contract at any time by giving one month's notice to the Contractor without assigning any reason thereof and without prejudice to the rights of the Institute to recover any money becoming due and payable to the Institute under this Contract. The Contractor may terminate this Contract at any time by giving two months' notice to the Institute without assigning any reason thereof.

9.4 Forthwith on the expiry or earlier termination of this Contract, the Contractor shall, return to the Institute all materials and equipment, belonging to the Institute with regard to this Contract. The Institute shall also intimate to the Contractor a time when it can collect its equipment stored in the Institute and the

Contractor shall collect the same. In the event that the Contractor does not collect its equipment by the appointed time, the Institute shall not be liable for the same thereafter.

9.5 Forthwith on the expiry or earlier termination of this Contract, the Institute shall determine the costs of execution, cost of remedying any defects (if any) and the cost of completion of the work (if required).

The Institute shall be entitled to recover from the Contractor the extra costs, if incurred, after adjusting the same against the Performance Security Deposit made by the Contractor.

9.6 On the earlier termination of this Contract due to failure to discharge its duties, the Performance Security Deposit shall stand forfeited by the Institute.

I/We hereby declare that I/we have read and understood the above terms and conditions that form part of the Formal Contract to be executed between I/us and the Institute. The same shall be binding upon me/us upon being declared as the Successful Bidder.

Place :

Signature of Bidder with seal

Date :

**SECTION - 'E'**  
**QUALIFICATION CRITERIA**

- **Minimum Qualification Documents to be submitted by Bidder along with qualification Bid:**
  - a) The bidder should have minimum 05 years' experience for providing services of CAMC of CCTV surveillance system preferably in educational institutions or organizations.
  - b) The bidder should be registered with the appropriate registration authorities. Copy of Registration in Shop & Establishment or Certificate of Incorporation or Partnership Deed to be submitted.
  - c) The bidder should be Authorized channel partner of OEM **M/s Axis** and submit the Authorization letter/certificate issued by **M/s Axis**.
  - d) Copy of Registration of Goods & Service Tax and PAN
  - e) The bidder should have an average annual turnover of **Rs. 20.00 Lakh** for similar services only in the last 3 financial years. The bidder will submit the audited balance sheets, P & L account statements, CA certificate for turnover amount of last 3 financial duly certified by CA.
  - f) The bidder should have experience in successful completion of Annual maintenance contracts of CCTV surveillance systems during last 07 years ending till last month in various organization either of the following:
    - i) At least 01 similar work of costing not less than **Rupees 3,04,000.00 or**
    - ii) At least 02 similar works of costing not less than **Rupees 1,90,000.00 or**
    - iii) At least 03 similar works of costing not less than **Rupees 1, 52,000.00**(Copy of Work orders/completion certificates to be submitted).
  - g) List of clients and copy of certificate of appreciation if any.
  - h) The bidder should have either the Registered Office or one of the Branch Office located in the territory of Mumbai, Mumbai suburban, Thane or Navi Mumbai districts.
  - i) The bidder should not be blacklisted/ De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency (Submit Undertaking As per **Annexure-A**).

Bidders must submit documentary proof in support of meeting each of the above minimum qualification criteria. A simple undertaking by the bidder for any of the stated criteria will not suffice the purpose. All documentary proof must be listed on the letter pad of the company duly stamped and signed by the authorized person of the agency and attached as PDF file, to be submitted along with the qualification bid (Email-1).

- Information to be furnished by the bidder:

Sr. No.	Item	Information to be filled by Bidder
1	Name of the bidder	
2.	Address	
2	Telephone Number: Office /Residence:  Mobile Number:  Fax No.  E-Mail address-	
3	Details of Registration (number & date)	
4	Month and Year in which the firm / company was formed/ incorporated.	
5	Type of organisation (Sole Proprietor, Partnership, Pvt. Ltd., Public Ltd., etc.)	
6	Enclose copy of partnership deed, Articles of Association or MOA or Affidavit (in case of firm)	
7	Average Annual Turnover of Last Three Financial Year (attached audited balance sheets & profit & Loss account statements)	FY 2018-19  FY 2019-20  FY 2020-21
8	Bank Account Details	Bank Name:  Account Number:  IFSC Code:

**SECTION - 'F'**  
**TECHNICAL BID**

The successful bidder shall provide comprehensive maintenance services to upkeep the CCTV surveillance system in good working condition by giving complete technical support & solve any technical issues of CCTV surveillance system installed at new hostel building at the institute.

• **Bill of quantity of materials under Comprehensive AMC is as follows:**

Sr. No.	Particulars	Unit	Qty
1	Axis make 1.3 MP M3104 LVE type flexible minidome indoor CCTV cameras.	Nos.	40
2	Axis make 2.5 MP P3224-LV Mk II type fixed dome indoor CCTV cameras.	Nos.	6
3	Rack mount server (HPE DL 180 Gen 9 12 LFF model)	Nos.	1
4	POE Switch HP Aruba (2530 24G POE + switch with LX module)	Nos.	2
5	SAS make HDD (WD-HDD 4TB)	Nos.	4
6	Valrack make 9 U closed wall mount rack	Nos.	2
7	X protect corporate device channel license	Nos.	20
8	RJ 45 connectors	Nos.	100
9	Netconnect CAT6 SL series patch cords (4 feet)	Nos.	92
10	Netconnect CAT6 24 port loaded jack panel	Nos.	2
11	Netconnect CAT 6A information outlet	Nos.	4
12	50 pair metal junction box	Nos.	4
13	20 pair metal junction box	Nos.	8
14	Netconnect 4 pair CAT 6 UTP LSZH cable	Nos.	10
15	Netconnect CAT 6 UTP cable	Mtr.	150
16	25 MM flexible PVC pipe	Mtr.	13
17	25 MM heavy gauge PVC pipe	Mtr.	235
18	40 MM heavy gauge PVC pipe	Mtr.	156
19	50 MM heavy gauge PVC pipe	Mtr.	36
20	50 MM flexible PVC pipe	Mtr.	9
21	40 MM flexible PVC pipe	Mtr.	10
22	EATON 9145, 2 kVA Online UPS with inbuilt battery backup of minimum 15 minutes in 50% load	Nos.	1

• **Scope of Work for Comprehensive Annual Maintenance Contract of CCTV Surveillance system of New Hostel Building:**

1. This Maintenance contract should be comprehensive and includes labour, services, repairing/replacement of all the defective parts or items including cabling etc.

2. The successful bidder should attend the break down complaint within **24 hours** and must be resolved within **48 hours**. In case of requirement of additional time to attend the complaint due to requirement of materials, they should intimate to the institute.
3. The successful bidder to provide total comprehensive maintenance, software maintenance, backup and troubleshooting for the devices and supply and fixing of spare parts should be as per the original devices only.
4. Any replacement spare/material should be arranged by successful bidder within **48 hours** from date of register of complaint. In case the original existing device (like camera, switch etc.) sent for repairing and will take longer time then the contractor should provide the temporary replacement of item of same specification (till the return of original device after repair) though it may be of different brand after consultation with institute's engineer. However, the original device must be provided and fixed by successful bidder within maximum of **15 days** from date of complaint registered.
5. The faulty device should be replaced by the device of same/superior specification and same brand. If the original device is outdated or not repairable then in such case the successful bidder should supply and install the device of equivalent/superior specifications and same brand in consultation with institute's engineer.
6. Cleaning of the cameras, network racks etc. at every quarter to ensure sound working of the system.
7. Maintenance service support shall be provided with 24X7 hour emergency call out service.
8. During the maintenance/service of the CCTV surveillance system, any failure caused to any other equipment or machine at the institute, the repairing/replacement cost shall be borne by the successful bidder.
9. The successful bidder shall ensure safe, efficient, and reliable maintenance of the CCTV surveillance system.
10. The successful bidder should carry out preventive maintenance service visit on monthly basis and submit the service report to the institute.
11. In case of non-fulfillment of contract obligations and any unjustified delay in attending the complaint, the penalty shall be applicable as per the penalty clause.

Place:

Signature of Bidder with seal

Date:

**SECTION – ‘G’**  
**FINANCIAL BID**

Tender: Comprehensive Annual Maintenance Contract of CCTV Surveillance at new hostel building at IGIDR.

NIT No.: IGIDR/Tender/2022/ED/11 Date: 07.02.2022

• **Schedule of rates:**

<b>S.N.</b>	<b>Description</b>	<b>Rate per Annum (Rs.)</b>
1	Comprehensive Annual Maintenance Contract of CCTV Surveillance System of new hostel building at IGIDR (As per BOQ in technical bid)	
<b>Total rate (Rs.)</b>		
<b>GST .....% Amount Rs.</b>		
<b>Grand total Amount with GST (Rs.)</b>		

Total Quoted Amount per Annum in Words Rupees...

**Note:**

1. Above quoted rates are inclusive of all like materials, labour cost, transportation, and applicable GST @18% etc.

Date:

Signature & Stamp of Bidder

*\*To be submitted on company/firm letterhead.*

**SECTION – ‘H’**  
**ARTICLES OF AGREEMENT**

THIS CONTRACT AGREEMENT (“Agreement”) made at Mumbai on this \_\_\_\_\_ 2022

BETWEEN

**INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH**, a Society established by Reserve Bank of India and registered under Societies Registration Act, 1860 and having its office at Gen A. K. Vaidya Marg, Goregaon (East), Mumbai – 400 065, hereinafter referred to as “the Institute” (which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and assigns) of the One Part.

**AND**

M/S \_\_\_\_\_, a company/Proprietary concern of Mr. \_\_\_\_\_ and having its office at \_\_\_\_\_ (address). Hereinafter referred to as “**the Contractor**” (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his heirs, administrators, and executors) of the Other Part.

**WHEREAS**

**WHEREAS** IGIDR desirous of awarding the annual contract for “**Comprehensive maintenance of CCTV Surveillance system at New Hostel**” at its campus situated at Gen. A.K. Vaidya Marg, Santosh Nagar, Goregaon (East), Mumbai 400065, issued a Tender dated ..... 2022 (“the Tender”) inviting bids for procuring certain as stated therein.

**AND WHEREAS** after having studied the terms of the Tender and upon understanding the requirement of IGIDR, the Contractor has submitted his response vide his letter dated ..... 2022.

**AND WHEREAS** considering the response of the Contractor, IGIDR has agreed to appoint the Contractor and the Contractor has agreed to undertake the contract for “**Comprehensive maintenance of CCTV Surveillance system at New Hostel**” situated at Gen. A. K. Vaidya Marg, Santosh Nagar, Goregaon (East), Mumbai 400 065 according to the terms and conditions herein.

**NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. This contract will be valid for a period of one year from 1st April, 2022 to 31<sup>st</sup> March 2023

**2. PAYMENT TERMS:**

2.1 IGIDR will pay an aggregate sum of Rs. .... (Rupees ..... only) per annum to M/s. .... for this assignment. The amount is inclusive of all charges and applicable GST.

2.2 The Contractor shall raise a detailed original invoice along with the supporting documents on IGIDR on quarterly basis and IGIDR shall release the payment within 14 days of receipt of the duly completed invoice. IGIDR shall make applicable deductions or withholdings of taxes as prescribed under Income



Tax Act, 1961 or other applicable laws or penalties if any out of the payments to the Contractor. TDS certificate shall be issued on a quarterly basis.

### 3. SCOPE OF THE CONTRACTOR'S WORK

- **Bill of quantity of materials under Comprehensive AMC is as follows:**

Sr. No.	Particulars	Unit	Qty
1	Axis make 1.3 MP M3104 LVE type flexible minidome indoor CCTV cameras.	Nos.	40
2	Axis make 2.5 MP P3224-LV Mk II type fixed dome indoor CCTV cameras.	Nos.	6
3	Rack mount server (HPE DL 180 Gen 9 12 LFF model)	Nos.	1
4	POE Switch HP Aruba (2530 24G POE + switch with LX module)	Nos.	2
5	SAS make HDD (WD-HDD 4TB)	Nos.	4
6	Valrack make 9 U closed wall mount rack	Nos.	2
7	X protect corporate device channel license	Nos.	20
8	RJ 45 connectors	Nos.	100
9	Netconnect CAT6 SL series patch cords (4 feet)	Nos.	92
10	Netconnect CAT6 24 port loaded jack panel	Nos.	2
11	Netconnect CAT 6A information outlet	Nos.	4
12	50 pair metal junction box	Nos.	4
13	20 pair metal junction box	Nos.	8
14	Netconnect 4 pair CAT 6 UTP LSZH cable	Nos.	10
15	Netconnect CAT 6 UTP cable	Mtr.	150
16	25 MM flexible PVC pipe	Mtr.	13
17	25 MM heavy gauge PVC pipe	Mtr.	235
18	40 MM heavy gauge PVC pipe	Mtr.	156
19	50 MM heavy gauge PVC pipe	Mtr.	36
20	50 MM flexible PVC pipe	Mtr.	9
21	40 MM flexible PVC pipe	Mtr.	10
22	EATON 9145, 2 kVA Online UPS with inbuilt battery backup of minimum 15 minutes in 50% load	Nos.	1

- **Scope of Work for Comprehensive Annual Maintenance Contract of CCTV Surveillance system of New Hostel Building:**

- This Maintenance contract should be comprehensive and includes labour, services, repairing/replacement of all the defective parts or items including cabling etc.
- The successful bidder should attend the break down complaint within 24 hours and must be resolved within 48 hours. In case of requirement of additional time to attend the complaint due to requirement of materials, they should intimate to the institute.

- iii. The successful bidder to provide total comprehensive maintenance, software maintenance, backup and troubleshooting for the devices and supply and fixing of spare parts should be as per the original devices only.
- iv. Any replacement spare/material should be arranged by successful bidder within 48 hours from date of register of complaint. In case the original existing device (like camera, switch etc.) sent for repairing and will take longer time then the contractor should provide the temporary replacement of item of same specification (till the return of original device after repair) though it may be of different brand after consultation with institute's engineer. However, in such cases the original device to be provided and fixed within maximum of 15 days from date of complaint registered.
- v. The faulty device should be replaced by the device of same/superior specification and same brand. If the original device is outdated or not repairable then in such case the successful bidder should supply and install the device of equivalent/superior specifications and same brand in consultation with institute's engineer.
- vi. Cleaning of the cameras, network racks etc. at every quarter to ensure sound working of the system.
- vii. Maintenance service support shall be provided with 24X7 hour emergency call out service.
- viii. During the maintenance/service of the CCTV surveillance system, any failure caused to any other equipment or machine at the institute, the repairing/replacement cost shall be borne by the successful bidder.
- ix. The successful bidder shall ensure safe, efficient, and reliable maintenance of the CCTV surveillance system.
- x. The successful bidder should carry out preventive maintenance service visit on monthly basis and submit the service report to the institute.
- xi. In case of non-fulfillment of contract obligations and any unjustified delay in attending the complaint, the penalty shall be applicable as per the penalty clause.

#### **4. Contractor's Covenants:**

- 4.1 The contractor will employ such number of skilled staff as agreed to by the IGIDR for the satisfactory fulfilment of his contractual obligations. The workmen shall have good character and be well behaved.
- 4.2 The Contractor shall furnish in writing the names, age, residential addresses, qualifications, specimen signature or thumb impression and photograph of all workmen whom he proposes to employ for the purpose of this agreement before they are so employed and the IGIDR will be at liberty to forbid the employment of any person whom it may consider undesirable.
- 4.3 The Contractor shall maintain a proper record/register for daily activities at IGIDR.
- 4.4 The Contractor agrees that the workmen engaged by him shall be under the general discipline of the authority and shall conform to such directions as may be issued by the IGIDR in respect of points of entry or routes of entry to and from the premises and in respect of the use of toilet and wash basin/rooms.

- 4.5 The Contractor will have to carry out the work as per the instructions issued by the IGIDR authorities from time to time. In the event, any damage is caused to properties belonging to IGIDR or any other agency within the campus by the employees of the Contractor, appropriate amount shall be deducted from his bill.
- 4.6 In case any of the workmen, engaged by the contractor, meets with fatal accident or injury arising out of or in the course of their employment, then the contractor shall be responsible for the payment of compensation as may be determined under the provisions of appropriate law.
- 4.7 The contractor shall maintain up to-date records required to be maintained under the provisions of the contract labour act, as well as any other act applicable to their workmen. The contractor shall also keep all such records in the premises of the IGIDR at Goregaon (East) and produce them, on demand, before any authorized officer of the IGIDR or any authorized Government Officer for inspection.
- 4.8 In case of default by the contractor in payment to any workmen and to any Government authority in breach of contract of employment or breach of any statutory provisions as applicable, the IGIDR shall be, at all times, entitled to recover the said amount from the contractor as debit payable by the contractor to the IGIDR and the contractor will be liable for the debt of such amount to the IGIDR.
- 4.9 The contractor should submit Goods & Service Tax Challan, Screenshot of GSTR-1 etc. and all the relevant service reports along with the bill.
- 4.10 The Contractor shall furnish to IGIDR, upon the termination of this Agreement, a copy of the records maintained by the Contractor.

## **5. IGIDR COVENANTS AND RIGHTS:**

IGIDR covenants with the Contractor as under:

- 5.1 IGIDR shall pay the quarterly bill payments mentioned at the clause titled "PAYMENT TERMS" within 14 days upon the Contractor providing the quarterly bill for the services rendered under this Agreement.
- 5.2 IGIDR shall ensure that there is a storage area assigned for the Contractor to safely store materials and equipment.
- 5.3 IGIDR shall have the right to forbid the employment of any person whom it may consider undesirable. The workmen engaged by him shall be under the general discipline of the authority and shall conform to such directions as may be issued by IGIDR in respect of points of entry or routes of entry to and from the premises and in respect of the use of toilet and wash basin/rooms.
- 5.4 IGIDR shall have the right to inspect all of the records pertaining to the payments and compliance of the relevant labor laws as and when they desire. IGIDR shall also have the right to inspect the said records after the term of this Agreement for any reason whatsoever and the Contractor shall not deny the same.
- 5.5 IGIDR shall have the right to inspect all of the records pertaining to purchases and usage of material provided towards the rendering of services under this Agreement.

## **6. INDEMNITY:**

- 6.1 The Contractor agrees to keep IGIDR indemnified against direct losses, damages, costs, expenses, penalties, payments and liability whatsoever including reasonable legal fees which IGIDR may suffer or incur directly as a result of rendering the Services to IGIDR under this Agreement.
- 6.2 The Contractor shall keep IGIDR indemnified in case any action is taken against IGIDR by any authorities on account of contravention of any of the provisions of any act or rules made there under, regulations, or notifications including amendments. If IGIDR is caused to pay or reimburse, such amounts as may be necessary to cause or observe or for non-observance of the provisions stipulated in the notifications/bye laws/acts/rules/regulations including amendments, if any, on the part of the Contractor, IGIDR shall have the right to deduct any money due to the Contractor. IGIDR shall also have the right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by IGIDR.

## **7. TERMINATION**

- 7.1 Without prejudice to any other remedy available to the Institute, in case of default on the part of the contractor in the performance of this contract or in the discharge of any contractual obligations arising out of this contract or if the contractor commits substantial breach of his obligations and such breach is not corrected within 15 (fifteen) days from the date of receipt of the notice specifying the breach, by the contractor, the Institute may terminate this contract by giving a 30(thirty) days written notice of intended termination to the contractor.
- 7.2 In the event of this Contract being terminated, the Institute shall be liable to make payments of the amount due under this Contract up to the effective date of termination for which services (including parts thereof) have been rendered by the Contractor subject to clause 7.5 hereunder.
- 7.3 Notwithstanding anything contained herein above, the Institute may terminate this contract at any time by giving one month's notice to the Contractor without assigning any reason thereof and without prejudice to the rights of the Institute to recover any money becoming due and payable to the Institute under this Contract. The Contractor may terminate this Contract at any time by giving two months' notice to the Institute without assigning any reason thereof.
- 7.4 Forthwith on the expiry or earlier termination of this Contract, the Contractor shall, return to the Institute all materials and equipment, belonging to the Institute with regard to this Contract. The Institute shall also intimate to the Contractor a time when it can collect its equipment stored in the Institute and the Contractor shall collect the same. In the event that the Contractor does not collect its equipment by the appointed time, the Institute shall not be liable for the same thereafter.
- 7.5 Forthwith on the expiry or earlier termination of this Contract, the Institute shall determine the costs of execution, cost of remedying any defects (if any) and the cost of completion of the work (if required). The Institute shall be entitled to recover from the Contractor the extra costs, if incurred, after adjusting the same against the Performance Security Deposit made by the Contractor.

7.6 On the earlier termination of this Contract due to failure to discharge its duties, the Performance Security Deposit shall stand forfeited by the Institute.

## **8. WAIVER**

No forbearance, indulgence or relaxation's by any Party at any time to require performance of any provision of this Agreement shall in any way affect, diminish or prejudice the right of such party to require performance of that provision and any waiver by any party or any breach of any provisions of this Agreement shall not be construed as a waiver or an amendment of the provisions itself, or a waiver of any right under or arising out of this Agreement.

## **9. ASSIGNMENT**

The Contractor shall not assign or otherwise deal with all or any of his rights and obligations under this Agreement without the prior written consent of IGIDR.

## **10. SEVERABILITY**

If any clause of this Agreement is found to be unenforceable under the applicable law, then that clause shall be deemed to be deleted as if it never formed part of the Agreement as long as such unenforceability subsists. However, the parties shall, to the maximum extent possible strive to achieve the commercial meaning of such deleted clause to the maximum extent possible under the applicable law.

## **11. AMENDMENT**

This Agreement may be amended, modified or supplemented only by a written instrument duly executed by a duly authorized representative of each of the parties.

## **12. DISPUTE RESOLUTION**

12.1 In the event of any dispute as to the subject matter of the present Agreement arises, the parties hereto shall submit to mediation before the Registrar of IGIDR. IN the event either party is dissatisfied with the decision of the Registrar, the dispute shall be resolved in accordance with clause 9.2 below.

12.2 In the event that the Contractor disagrees with the decision made by The Registrar, Indira Gandhi Institute of Development Research, Goregaon, the dispute shall be settled by Arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any enactment thereof. The Arbitral Tribunal shall consist of a Sole Arbitrator to be appointed by IGIDR. The place of Arbitration shall be Mumbai and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made in Mumbai. The Arbitration Proceedings shall be conducted in the English language and any Award or Awards shall be rendered in the English Language. The procedural law of the Arbitration shall be the Indian Law. The Award of the Arbitrator shall be final, conclusive and binding upon the Contractor and IGIDR.

**13. GOVERNING LAW AND JURISDICTION**

The law governing this Agreement shall be the laws of India, shall be limited to the Courts in Mumbai, irrespective of the place of the cause of action and rights and liabilities of the Parties hereto.

**14. STAMP DUTY**

The Parties agree that stamp duty payable on this Agreement shall be borne and paid by the Contractor alone.

**IN WITNESS WHEREOF** the parties have hereto set and subscribed their respective hands and seals the day, month and year first above written.

Signed, sealed and delivered

For and on behalf of the Institute

For and on behalf of

M/s.

\_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Designation \_\_\_\_\_

Counter-signed by:

In the presence of witnesses:

1. Signature \_\_\_\_\_

1. Signature \_\_\_\_\_

2. Signature \_\_\_\_\_

2. Signature \_\_\_\_\_

**ANNEXURE – A\***

**FORMAT OF UNDERTAKING, TO BE FURNISHED ON COMPANY LETTER HEAD WITH REGARD TO BLACKLISTING/ NON- DEBARMENT, BY ORGANISATION UNDERTAKING REGARDING BLACKLISTING / NON – DEBARMENT**

To,  
The Registrar  
Indira Gandhi Institute of Development Research  
Film City Road, Santosh Nagar,  
Goregaon (East),  
Mumbai – 400 065.

We hereby confirm and declare that we, M/s -----, is not blacklisted/ De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services during the last 5 years.

For M/s \_\_\_\_\_

Authorized Signatory

Date:

*\*To be submitted on company/firm letterhead.*