पी डी आई एल
PDIL

PROJECTS & DEVELOPMENT INDIA LIMITED
(A GOVT. OF INDIA UNDERTAKING)

SHEET 1 of 1

PDIL BHAWAN, SAMTA, SUBHANPURA, VADODARA-390 023, INDIA.
PHONE: EPBAX-2388418, 19, 20, 21, TELEFAX : 91(O265) 2388398, 99
E-MAIL:pdilwro@wro.pdilin.com

INVITATION TO BID (ITB)
(OPEN TENDER)

To,
M/S Honey Automation India Ltd.,
Flint Bridge Business Centre,
Ely Road, Waterbeach, Cambridge,
CB5 9QZ, UK.
Attn: Danish Bade, Sales Manager)
Email: Danish.Bade@Honeywell.com
Mobile: +91-9561430970

Published in CPP e-Procurement Portal (E-Tender ID 2019_PDIL_530930_1) & Hosted at PDIL Website

ITB NO. : PVMM/SERVICE/19-20/E-21/101155	
TYPE OF BID (For submission of bids please refer ITB Clause No.2.0 of Annexure-II)	**TWO BID SYSTEM**
TYPE OF OPENING	**PUBLIC**
BID ISSUE DATE	**27.12.2019**
BID CLOSING DATE & TIME	**16.01.2020 (15.00 Hrs.)**
UNPRICED TECHNO-COMMERCIAL BID OPENING DATE & TIME	**17.01.2020 (16.00 Hrs.)**
PRICE BID OPENING DATE & TIME	**To be intimated later.**
VENUE OF BID OPENING	**PDIL, Vadodara**
EARNEST MONEY DEPOSIT (EMD)	**Not Applicable**
DELIVERY/COMPLETION PERIOD	**Within 04(Four) Weeks from date of PO / LOI whichever is earlier.**

1.0 **PROJECTS & DEVELOPMENT INDIA LTD.,** a company registered under the Companies Act, 1956 having its registered offices at PDIL Bhavan, A-14, Sector-1, Noida-201 301, India (hereinafter referred to as PDIL or OWNER), a Govt. of India Undertaking under the administrative control of the Dept. Of Fertilizers, Ministry of Chemicals & Fertilizers. We, PDIL, Vadodara, Gujarat invites sealed bids in two parts under Competitive Bidding, addressed to HOD (MM), for the under mentioned item subject to the 'Scope of Work' and 'Term & Conditions' enclosed herein.

SL.	DESCRIPTION OF JOBS/SERVICES	QUANTITY
1	**Supply & Installation of latest UniSim Design Steady State Software of Honeywell International Inc., USA network version Software for a period of 06(Six) year's from the date of issuance of license from HONEYWELL,** as per attached technical enquiry specifications Doc. No. PVCM-07, Rev.0 Dt. 19.12.19 attached at Annexure-IV and Commercial Terms & Conditions mentioned at Annexure-IIIB & IIIC.	1(ONE) NO.

2.0 The following enclosed documents are the part of ITB.

1.0	**Pre Qualification Criteria (PQC) - Not applicable, hence not attached**	~~**ANNEXURE-I, Rev 0**~~	~~Sheet-1~~
2.0	**Instructions to Bidder- e Procure**	**ANNEXURE-II, Rev 0**	Sheets-1 to 5
3.0	**General Conditions of Contract (GCC)**	**ANNEXURE-IIIB, Rev 0**	Sheets-1 to 3
4.0	**Special Conditions of Contract (SCC)**	**ANNEXURE-IIIC, Rev 0**	Sheet-1 to 2
5.0	**Technical Enquiry Specifications Doc. No.PVCM-07,Rev.0 Dt. 19.12.19**	**ANNEXURE-IV, Rev.0**	Sheets-1 to 2
6.0	**Price Schedule** (attached Separately and to be submitted in PRICE BID/FINANCIAL PACK- ENVELOPE-C)	**ANNEXURE-V, Rev.0**	Sheets-1 to 1
6.1	**Unpriced Schedule (To be Submitted in Envelope-B-Unpriced Bid)**	**ANNEXURE-Va, Rev.0**	Sheets-1 to 1
7.0	**Checklist / Agreed Commercial Terms & Conditions (ACTC)**	**ANNEXURE-VI, Rev.0**	Sheet-1
8.0	**Declaration by Bidder**	**ANNEXURE-VII, Rev.0**	Sheet-1
9.0	**RTGS/NEFT Format For E-Payment-**	**ANNEXURE-VIII, Rev.0**	Sheet-1
10.0	**Details Of Contractor / Company**	**ANNEXURE-IX, Rev.0**	Sheet-1
11.0	~~**Format of BG for Performance Security**~~ **Not Attached**	**ANNEXURE-X, Rev.0**	**Not Attached**

for and on behalf of
PROJECTS & DEVELOPMENT INDIA LIMITED

27/12/19.

Mukesh Kumar
Dy.GM & HOD (Fin. & MM)

All rights reserved

1.0 **A bidder who ~~meets the Pre-Qualification Criteria (PQC) as per ITB and~~ intents to quote** against this ITB may download the bidding document from PDIL **website** http://pdilin.com OR Central Public Procurement Portal https://eprocure.gov.in/cppp and submit the Bid complete in all respect as per terms & conditions of contract on or before the bid closing date and time.

2.0 **Submission of Bids:** Bids shall be submitted as detailed below:

2.1 Bidders to submit the bids online through the Central Public Procurement Portal for e-Procurement at https://eprocure.gov.in/eprocure/app)

1) Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-procurement / e-tender portal is a prerequisite for e-tendering.
2) Bidder should do the enrollment in the e-procurement site using the "Click here to Enroll" option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid email-id. All the correspondence shall be made directly with the contractors/bidders through email-id provided.
3) Bidder need to login to the site thro' their user ID/ password chosen during enrollment/registration.
4) Then the Digital Signature Certificate (Class II or class III Certificates with signing key usage) issued by SIFY / TCS / nCode / eMudra or any Certifying Authority recognized by CCA India on eToken / SmartCard, should be registered.
5) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
6) Contractor/Bidder may go through the ITB / tenders published on the site and download the required ITB documents/schedules for the tenders he/she is interested.
7) After downloading / getting the ITB / Tender document/schedules, the Bidder should go thro' them carefully and then submit the documents as asked, otherwise bid will be rejected.
8) If there are any clarifications, this may be obtained online thro' the tender site, or thro' the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
9) Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the eToken / SmartCard to access DSC.
10) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my tenders' folder.
11) From my tender folder, he / she selects the tender to view all the details indicated.
12) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
13) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, permitted. Bidder Bid documents may be scanned with 100 dpi with black and white option. However of the file size is less than 1 MB the transaction uploading time will be very fast.
14) If there are any clarifications, this may be obtained through mail, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
15) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
16) Bidder should submit the Tender Fee/ EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the instrument should be uploaded as part of the offer.
17) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.

All rights reserved

18) The bidder has to select the payment option as offline to pay the Tender FEE / EMD as applicable and enter details of the instruments.

19) The details of the DD / any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.

20) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

21) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.

22) If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. the Price Bid / BOQ template must not be modified / replaced by the bidder; else the bid submitted is liable to be rejected for the tender.

23) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.

24) After the bid submission (i.e after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.

25) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.

26) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during id submission & not be viewable by any one until the time of bid opening.

27) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

28) The confidentiality of the bids is maintained since the secured Socket Layer 128 confidentiality technology is used. Date storage encryption of sensitive fields is done.

29) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.

30) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallel for any further queries, the bidders are asked to contact over phone: 1-800-233-7315 or send a mail over to cppp-nic@nic.in.

2.2 Bidders are required to submit their bids under **three envelopes/Parts** as detailed below **Online at CPP Portal**: **No Physical Offer shall be considered ~~except Original EMD & OEM's authorisation.~~**

Envelope (A)

i. ~~Earnest Money Deposit (EMD) as per Cl. 6.0 below~~

OR

A copy of valid Registration Certificate, in case of NSIC/MSE registered Companies.

ii. Annexure-VIII Format of Bank Details (RTGS) for on line payment, all the details duly filled in.

All rights reserved

Envelope (B): Un-priced Technical and Commercial Bid along with the following documents (photocopies) shall be in this envelope:

i. ~~Documents in support of 'Pre-Qualification Criteria for Bidders" indicated in Annexure-I of ITB as per the requirement.~~

ii. Complete ITB documents duly signed & stamped in each page with "Deviations"/"Exception" sheet (if any) and all Annexures duly filled in.

iii. **Price Confirmation Copy** - A copy of Priced offer **keeping price blank** (hiding the price) and **in place indicating "Quoted" or "√ ",** as a confirmation of price quoted against the enquired item and all applicable Taxes & Duties, shall be submitted.

iv. Copy of Check List/ACTC enclosed duly filled by the bidder making all the points clear and not leaving any voids.

v. Photo copy of PAN card.

vi. A Copy of valid GST registration certificate.

vii. Any other document as per the requirement specified in the ITB.

Envelope C: Price Bid (Financial Pack)

Price Schedule as per Annexure-V with quoted rates in Rs. and GST ~~OR **Quoted CURRENCY to be indicated,**~~ as applicable, duly signed and stamped.

3.0 Opening of Bids

Bid opening will be Public. Envelope A and B only will be opened on Technical Bid Opening Date. Price Bids (Envelope C) of only those bidders will be opened which will be considered technically and commercially acceptable.

4.0 Evaluation of Bids

~~Bids shall be evaluated for Pre-Qualification Criteria (PQC) first and Techno-Commercial Bid Evaluation shall be carried out, only for those Bids which shall meet the Pre-Qualification Criteria (PQC).~~

Bids shall be scrutinized on Techno-Commercial parameters. Bids having unacceptable deviation may be rejected at this stage. However, clarifications shall be sought from bidder for any shortcoming found in their Bid at this stage.

The PRICE BID shall be opened only of those bidders who will be technically and commercially suitable.

5.0 Price Evaluation Criteria

5.1 Price Evaluation of Bids shall be done considering the quoted prices by the bidder in the Price Schedule/Schedule of rates i. e Annexure-V along with taxes and duties, on overall lowest bidder considering the Input TAX Credit (ITC) benefit.

5.2 In case of any discrepancy, unit rate shall prevail for calculation to arrive at the total price.

In case a bidder does not fill up any amount and leaves it blank or writing 'N/A' or put '-' against any item of Price Schedule, it shall be deemed that cost of such item (s) is included in other item by the bidder elsewhere in the quoted price.

Incomplete Price Schedule may result into rejection of bid.

~~5.3 **PUBLIC PROCUREMENT POLICY FOR MICRO & SMALL ENTERPRISES (MSEs)** : Benefits shall be extended to bidder under the Policy as per guideline issued by Ministry of MSME's Order dt.23.03.2012 issued vide Gazette Notification no.503 dt.26.03.2012 and related subsequent circulars for Public Procurement Policy for Micro & Small Enterprises(PPP for MSE), shall be applicable subject to submission of copy of valid/active Udyog Aadhaar Memorandum / Registration Certificate.~~

All rights reserved

5.4 **PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) ORDER 2017** : Benefits shall be extended to bidder under the Policy as per guideline issued by DIPP's Order No.P-45021/2/2017-B-E-11 dt.15.06.2017 and Revision Order No.P-45021/2/2017-PP(BE-II) dt.28.05.2018 and related subsequent circulars for Public Procurement Preference to Make in India(PPP to MII), shall be applicable. **Minimum Local Content shall be 50% for this tender.** The bidder shall provide a declaration in the attached Format (Anneuxre-X) that the item offered meets the minimum local content as specified in tender and shall give details of the location(s) at which the local value addition is made. *In case the total quoted price (excluding GST) is up to Rs.10 crore the bidder is required to provide self certification and In case the total quoted price (excluding GST) is more than Rs.10 crore, the bidder is required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of bidder other than companies).*

5.5 In case a bidder is eligible for seeking benefit under the Policy of PPP to MII-Order-2017 as well as PPP for MSE-Order-2012, then the bidder should categorically seek benefits against one of the two only i.e. either PPP to MII-Order-2017 OR PPP for MSE-Order-2012 policy. The option once exercised cannot be modified subsequently.

5.6 In case of participation of MSEs Vendor and Make in India (local content) Vendor against the same tender, MSE Vendor will be given preference to match with L-1 bidder as per Public Procurement Policy and accordingly allocation/award of order will be made.

5.7 **For the subject Tenders**: Benefits against sl. 5.3 & 5.4 above, overall evaluated amount shall be considered. Bidders who want to avail benefits complying required criteria with reference to the respective Govt. circulars against sl. 5.3 & 5.4 above will have to match overall L1 price.

6.0 Earnest Money Deposit (EMD)

Earnest money deposit **(Rs._____)** shall be submitted by way of Demand Draft/ Banker's Cheque only drawn on any Scheduled/ Nationalized Bank in favour of 'Projects & Development India Ltd'., Vadodara. **Quotation/Bid without EMD may not be considered.** However, NSIC/MSEs registered Companies are exempted from submission of EMD provided a valid Certificate in this regard is submitted.

6.1 EMD shall be refunded:

- To the unsuccessful bidders after acceptance of order by the successful bidder(s).
- To the successful bidder(s) after deposition of Security money/ confirmation by the Bank for the Security cum Performance Guarantee submitted by bidder

No interest shall be payable on EMD.

6.2 EMD may be forfeited without prejudice to any other right or remedy of PDIL including but not limited to following circumstances:

a) If a bidder withdraws his bid during the period of bid validity specified by the bidder

OR

b) In the case of successful bidder, if the bidder fails to accept the order

OR

c) If a bidder is found to have furnished Mis-representation or wrongful declaration/ presentation of qualifying data and other facts in their Bid

7.0 Validity of Bids

Prices quoted should remain valid for our acceptance for a minimum **period of 90 days from the date of opening of technical bids.** PDIL will not allow any revision in prices within validity period after sealed tender are opened.

8.0 If at any later date, it is found that documents, information and data submitted by the Bidder in the Bid, and based on which the Bidder has been considered eligible or successful or has been awarded the Contract is incorrect or false to the extent that had the correct or true information been made available to the OWNER at the time of Bid evaluation, the bid would have been declared ineligible or unsuccessful, the Bidder shall be forthwith disqualified or, as the case may be, the contract awarded based on such incorrect or false information shall be cancelled and the EMD/PBG/Security Deposit shall be liable to be forfeited.

All rights reserved

9.0 Bidders are required to carefully go through the entire scope of ENQUIRY, terms and conditions, and other requirements before quoting. They should feel free to contact PDIL before submission of bid if they have any query on it. Once the bid is submitted, PDIL will presume that the bidder has understood thoroughly the Scope of Supply along with terms & conditions and all these are acceptable to them.

10.0 Bids shall be typed or written in indelible ink and must be free from corrections / erasing / overwriting etc. Any changes made must be authenticated with initial by the Bidder.

11.0 Bid shall be ideally in conformity to the Scope of supply/work along with all Terms & conditions, stipulated in the ENQUIRY. PDIL shall appreciate to receive a Bid having no deviation. However, under unavoidable circumstance, a Bidder may submit Deviations in a separate sheet, which PDIL at its own liberty may accept or reject. Deviations found elsewhere inside the Bid document shall not be considered. Deviations including condition(s), if any, found in the Price bid shall liable for rejection of a Bid in totality.

12.0 PDIL reserves the right to reject any or all the bids without assigning any reason whatsoever and does not bind itself to accept the lowest or any other bid. All bids in which any of the prescribed conditions are to be fulfilled or are incomplete in any respect are liable to be rejected. PDIL is at liberty to take any of the following actions in case of this ITB:

a) to cancel the tender without reference to the bidders.
b) to postpone the due date and time.

13.0 Bidders shall not be entitled to claim any costs, charges, expenses or incidentals for or in connection with the preparation and submission of their bids even though Project & development of India Limited may withdraw the enquiry/tender or reject all bids.

14.0 **SOFTWARE RELATED INFORMATION: If needed,** Bidder may visit the site before quoting their rates. For site visit and any clarifications please contact to:

Shri D K Karamata
Addl. GM (Civil/Computer/Process)
Projects & Development India Limited
Vadodara
Phone:0265-2388403,2388418-21, Extn-109, FAX: 0265-2388398/99
Email: dkkarmata@wro.pdilin.com

15.0 Bids submitted thro' FAX and e-mail will not be accepted. No request from any bidder to PDIL to collect the bid from airlines, cargo agents etc. shall be entertained by PDIL.

16.0 PDIL reserve the rights to assess bidder's capability and capacity to perform the contract

17.0 Bids must be submitted on or before the closing date and time well in advance. Bids received late are liable for rejection & no complaint shall be entertained in this regard for any reason whatsoever.

18.0 To know more about PDIL, please visit our website http://www.pdilin.com.

All rights reserved

1.0 Scope of Contract

The Scope of Contract/ Purchase Order (P.O), shall be as per 'Technical Specification' and/or 'Price Schedule', attached to the ITB, unless & otherwise it is modified, at subsequent stage of bidding.

2.0 Firm Price

Price to be quoted shall be firm and subject to no escalation whatsoever during the contractual completion period including extended period, if any, except for any statutory variations i.e. change in the rate of tax & duty and/or inclusion of any new tax & duty.

Bid with variable price will not be accepted.

3.0 Price Basis : Duly executed at location specified elsewhere in this ITB.

4.0 Taxes and duties (To be read in conjunction with SCC)

4.1 Rate of **Goods & Service Tax (GST)**, should be indicated in the 'Price Schedule' and which shall be paid as extra.

4.2 Statutory variation in taxes and duties including imposition of any new tax & duty, within the scheduled Completion period, as per P.O, shall be paid at actual on production of documentary evidence.

4.2.1 In case of delay in execution, if there is any increase in the rate of tax & duty and/or there is imposition of any new tax/ duty by statutory authorities, PDIL shall restrict the payment of taxes & duties, as prevalent on the scheduled delivery/ completion period only, as mentioned in the P.O and amendment(s) there to.

4.2.2 If there is any decrease in applicable rate of taxes & duties &/or there is any withdrawal of any tax & duty by statutory authorities, during the completion period including extended/amended period of P.O, shall accrue to PDIL's a/c.

4.3 The Contractor has to submit / furnish all necessary documents / information to enable PDIL claim Input Tax Credit in respect of GST.

4.4 ~~PDIL shall not issue any form other than Form-38 i.e. Road Permit, if required, on written request by the Contractor.~~

5.0 Effective date of Contract/ P.O: Shall be the date of issuance of LOI/ P.O/**~~tentatively~~ the date of award of order.**

6.0 Completion Period/ Time Schedule

6.1 ~~Mobilization Period: …days from the date of intimation by PDIL~~.

~~Completion Period: ___ days/ weeks/ month from the date of handing over site **PO/LOI whichever is ealrier.**~~

6.2 **For ~~Annual Maintenance Contract (AMC)~~/ Annual Rate Contract (ARC)**

The Contract shall be valid for a period of **Six (06) Year's w.e.f. the date of issuance of license from HONEYWELL** from ~~the Effective date~~. This period can be further extended on mutual agreement.

7.0 Payment Terms

~~100% Payment shall be released, within 30 days after completion of job/work as per *milestone defined*, elsewhere in the ITB, on the invoice, duly certified by Engineer In Charge of PDIL.~~

7.1 Payment For AMC/ ARC:

100% **YEARLY ON PRORATA BASIS** payment shall be released within 30 days of submission of invoice after activation/issuance of license from HONEYWELL, duly certified by Engineer In Charge of PDIL. The **YEARLY** bills shall be submitted by the contractor with all necessary documents to the Engineer-In-Charge/Operator of the Contract.

All rights reserved

The above payments shall be released subject to submission of Security cum Performance Guarantee/ Security Deposit**, if applicable,** as mentioned herein below, failing which the same amount shall be deducted from the Contractor's Bill(s)

All payments will be made by account payee cheque or direct transfer in bank account through RTGS.

7.2 Tax deduction at source

Income tax, as applicable as per income tax act, shall be deducted at source from the Contractor's bills and a certificate towards this deduction shall be issued to the Contractor.

7.3 As per Ministry of Finance (Department of Revenue) Circular No.65/39/2018-DDO, dtd.14.09.2018, **TDS @2% under GST,** shall be deducted from Contractor's bills for the **Order Value 2.5 Lacs or More** and a certificate towards this deduction shall also be issued to the Contractor.

8.0 Security Deposit (Not Applicable)

~~Security Deposit shall be applicable for P.O value more than Rs.2.00 lac.~~

~~8.1 Security cum Performance Guarantee/ Security Deposit for an amount equivalent to 10% of P.O value shall be submitted within 15 days of issuance of P.O, in the form of Demand Draft (DD)/Banker's Cheque. The same shall be valid to cover completion period.~~

~~Bank Guarantee (BG) for Security Deposit shall be entertained for value ≥ Rs 1.00 lac. PBG shall be valid to cover completion period plus three (03) months claim period thereafter. PBG shall be issued by any Scheduled Commercial Bank. Format of PBG is enclosed herewith at Annexure-X.~~

~~In the absence of submission of Security Deposit, the equivalent amount after adjustment of EMD amt., if any, shall be adjusted from the bills.~~

~~8.2 **In case of ARC, Earnest Money deposit (EMD) shall be retained as Security Deposit for faithful performance of contract.**~~

~~8.3 No interest shall be payable on Security Deposit.~~

~~8.4 PDIL Vadodara, however, reserves the right to encash/ forfeit the Security Deposit, if the Contractor fails to execute the Contract and/or abide by all the terms and conditions of the P.O.~~

~~8.5 Security deposit shall be refunded after 30 days of completion of Contract on the certification of Engineer In Charge for due fulfilment of the contractual obligations and after adjusting the expenditure incurred by the Owner, if any, on account of any failure on the part of the contractor.~~

9.0 Price reduction clause (Not Applicable)

~~In the event of delay in completion beyond contractual completion period, price reduction @0.5% per week or part thereof subject to maximum 5% of total P.O value shall be recovered from Contractor's bill(s).~~

10.0 Insurance

Necessary insurance(s) to cover accident risk for his employees loss of life, material etc. to crew or the third party to be arranged by Contractor at his cost.

11.0 Statutory obligation and Safety Rules (For AMC/ ARC)

The Contractor will have to follow all safety rules and measures during contract period and will be fully responsible for implementing rules, obligations and statutory provisions of government and all the consequences in the event of any eventuality.

The Contractor shall be responsible to observe and comply with all statutory requirement including contract labour act 1970, minimum wage act – 1948 and EPF act 1952 etc. including all amendments thereof in vague both of central and state government. PDIL shall be kept indemnified against any action brought against it or any violation / non –compliance of any act /acts, all expenses for compliance of above acts and regulations shall be borne by the contractor.

The Contractor shall comply with at his cost all safety norms such as Fire and Safety regulation act as applicable at site.

All rights reserved

The Contractor shall be responsible for all risk involved in respect of their personnel and material at site and arrange proper insurance coverage at his cost.

Personnel deployed should be medically fit to work should posses good conduct and should have no past criminal record and shall maintain high standard discipline, decency and decorum. PDIL reserves the right at its sole discretion to ask for replacement of any person employed by the contractor.

12.0 Termination

In the event of unsatisfactory performance, PDIL reserves right to cancel part or whole of the order / contract and make alternate arrangement at any time during currency of contract on risk & costs of contractor and / or forfeit security deposit.

13.0 Force Majeure

The act of God, epidemic, wars, revolution, and official strike shall be treated as force majeure condition. In event of occurrence of such condition neither party shall be responsible for delay in performance provided that it is notified within 07 days of its occurrence. The Contractor shall provide justification by documentation countersigned by the local chamber of commerce.

14.0 Arbitration

All cases of dispute arising during execution of contract shall be resolved by mutual discussion of parties operating the Contract. In the event of failure to do so, matter will be settled as per Arbitration and Conciliation Act, 1996, as amended from time to time.
However, wherever applicable, in case of settlement of commercial disputes between PSEs inter SE and PSE(s) and Government Department(s), the same shall be settled through Permanent Machinery of Arbitrators (PMA) setup in the Department of Public Enterprises(DPEs) as per the following Clause:

“In the event of any dispute or difference relating to the Interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator”.

The performance under this contract, shall not stop for any reason, whatsoever, during the said dispute / proceedings, unless the service provider is specifically directed by PDIL to desist from working in this behalf.

15.0 Jurisdiction

The P.O shall be deemed to have been entered into at Noida/Vadodara/Sindri, for PDIL’s different Unit, as the case may be and all cases of action in relation to the P.O shall, therefore, be deemed to have been assigned within its jurisdiction for respective Unit/location.

All rights reserved

1.0 **SCOPE OF JOB** : Supply & Installation of latest network version UniSim Design Steady State Software of Honeywell Internal Inc., USA for a period of 06(Six) year's from the date of issuance of license from HONEYWELL, as per attached technical enquiry specifications Doc. No. PVCM-07, Rev.0 Dt. 19.12.19 attached at Annexure-IV.

1.1 **PRICE BASIS** : The bidder shall quote **Lumpsum Price for Supply & Installation of latest network version UniSim Design Steady State Software for a period of 06(Six) year's from the date of issuance of license from HONEYWELL**. The quoted Prices shall be **Duly supplied/executed the job** at PDIL office basis **inclusive of all charges and taxes/duties EXCEPT GST which is to be indicated in Unpriced and Price Schedule as Extra. No extra payment shall be made**.

1.2 **FIRM PRICE** : Price shall remain FIRM till execution of order.

2.0 **PART ORDER/SPLIT ORDER:** Part Order / Split Order is **NOT APPLICABLE** for this tender, hence, evaluation shall be carried out on overall basis.

3.0 **DISCREPANCIES IN QUOTED PRICES/ OTHER ISSUES:** The prices must be written both in figures and words. Unit prices shall be considered correct in the event of any discrepancy with regard to total price. In the event of difference, prices written in words shall be valid & binding. If the bidder has submitted prices in the price schedule & also on their own letter head/format, the prices written in the Price Schedule shall be considered valid & binding, in case of any discrepancy. In case of submitted Price Bid does not contain Bidder's name/Official Seal, Unsigned shall be considered incomplete with reference to requirement of ITB clause 2.0- Envelope(c)-Price Bid of Anx.-II (Instruction to Bidder), may lead rejection of submitted Price Bid.

3.1 In case Price bid is submitted by Bidder copying the price schedule format and missed out/changed any text which conflicts to PDIL's prescribed format, PDIL reserve the right to consider the bidder's submitted Prices ONLY for the text details indicated in the Price Schedule (Annexure-V) with reference to the confirmation against Unpriced Schedule.

3.2 Besides, the PDIL's standard procurement procedure shall prevail on any other issues.

4.0 **Goods & Service Tax (GST):** **GST** shall be paid **EXTRA as applicable as per GST Rule** against **GST Registration Number** Only. **Bidder shall clearly indicate the present applicable rate of GST in Percentage (%) and enclose copy of GST registration certificate alongwith unpriced offer.**

4.1 **In case, PDIL is eligible to avail Input TAX Credit (ITC) against payment of GST**, the credit amount will be considered while evaluating the price to arrive at the net landed cost. **TDS@2% under GST** wherever applicable with reference to GCC(Annexure-IIIB) clause 7.3 shall be deducted from bill.

4.2 Imposition of any new taxes & duties and changes in quoted taxes & duties after issuance of LOI/PO by statutory authorities during contractual period shall be considered on production of documentary evidence.

5.0 **LICENSE ACTIVATION/RENEWAL PERIOD**: **06 (Six) Year's w.e.f. the date of issuance of license from HONEYWELL.**

5.1 **DELIVERY / COMPLETION PERIOD :** Software to be supplied & Installed **within 4 (Four) Weeks of Order** & License period 6(Six) year's as specified above at Sl no.5.0.

6.0 **PAYMENT TERMS** : Within 30 days of submission of Invoice after activation/issuance of license from HONEYWELL, duly certified by the CONTACT PERSON, PDIL on **YEARLY PRORATA BASIS.**.

Invoice shall be in the name of "Projects & Development India Ltd, Vadodara" and shall be submitted by the contractor to Contact Person of PDIL on monthly basis for certification of the services rendered during the preceding month and forward for payment purposes Finance dept,

6.1 The mode of Payment to Supplier/Contractor in PDIL is generally E-Payment through RTGS/NEFT. To facilitate the same, Successful Bidder to fill up the required details in the format for E-Payment through RTGS/NEFT (Refer Annexure-VIII) ~~and submit the same alongwith EMD in Envelope-A~~.

6.2 If you are eligible / entitled for any privilege/benefit under any statutory body/act/law like MSMED Act 2006 for MICRO/SMALL/MEDIUM Scale Company etc, please submit the valid documentary evidence.

All rights reserved

7.0 **PERFORMANCE SECURITY DEPOSIT**: As per **clause 8.0 of GCC**(Annexure-IIIB).

8.0 **CONTACT PERSON/ENGINEER-INCHARGE for OPERATION OF ORDER/CONTRACT:** This order/contract shall be operated by contact person of PDIL **Shri DK Karamata, Addl. GM(Civil/Computer/PE) PDIL, Vadodara, (Email:dkkarmata@wro.pdilin.com) or his authorized representative. Invoice for payment shall be submitted to him who shall forward after certification, to Finance for payment.**

9.0 In case of an irreconcilable conflict between General Conditions of Contract, Special Conditions of Contract, terms specified in Special Conditions of Contract shall prevail.

All rights reserved

Annexure-IV

TECHNICAL ENQUIRY SPECIFICATION

FOR

Supply & installation of latest UniSim Design Steady State Software of M/s. Honeywell International Inc., USA, network version software for a period of 6(Six) year's at PDIL, Vadodara, Gujarat.

All rights reserved

Annexure-IV

1. **Scope of Supply/**: - Supply, installation & Training of one (1) no. latest UniSim Design Steady State network version Software of M/s. Honeywell International Inc., USA with maintenance, update and software support services for a period of 6(Six) year's for PDIL, Vadodara, Gujarat from the date of issuance of license from Honeywell.

   The scope of supply include following items:-

   - One copy user manual for the license
   - Security key/Electronic license/USB Dongle.
   - 3 Day training free of cost.

2. **Scope of Contract**: **M/s. Honeywell Automation India Ltd.(HAIL)** shall provide the new versions or any updates, as & when released during the contractual period of 06(Six) Years including technical support of the software on site.
3. **Technical support** **M/s. Honeywell Automation India Ltd.(HAIL)** shall rectify all faults in relation to the above software without any additional charges and also provide technical support for proper operation of the software during the contractual period of 06(Six) Years.
4. **Response Time**: **M/s. Honeywell Automation India Ltd.(HAIL)** shall respond within 24 hours of receiving any support call during Contractual period of 06(Six) Year's.
5. **Upgrade/ Patch release**: **M/s. Honeywell Automation India Ltd.(HAIL)** shall deliver to PDIL, Vadodara, Gujarat in case of any Upgrade/Update once released officially for **UniSim Design Steady State** network version software without any cost.
6. The **M/s. Honeywell Automation India Ltd.(HAIL)** shall quote LUMPSUM charges for 06(Six) year's software support service period, as per sl.no.1 to 5 above and Payment shall be released within 30 days on submission of bills on PRORATA ON YEARLY BASIS.
7. PDIL reserve the right to reduce/discontinue the subsequent yearly Activation/Renewal, as per requirement at any stage in the contractual period of 06(Six) Year's with 30(Thirty) Day's notice period.

All rights reserved

पी डी आई एल PDIL	**UNPRICED SCHEDULE** **ANNEXURE - Va**	PVMM/SERVICE/19-20/E-21/101155/ANX-Va	0
		DOCUMENT NO	REV
		SHEET 1 OF 1	

Name of Bidder_____ **Offer No.**_____

Sl. No.	Item Description	Qty	LUMPSUM CHARGES for Software with License validity 6(Six) year's w.e.f. date of issuance of license from HONEYWELL.	
[1]	[2]	[3]	[4] Quoted CURRENCY	[5] LUMPSUM CHARGES
1.0	**Supply & Installation of latest UniSim Design Staedy State Software of Honeywell International Inc., USA network version Software for a period of 06(Six) Year's from the date of issuance of license from HONEYWELL,** with reference to technical enquiry specifications Doc. No. PVCM-07 Rev.0 Dt. 19.12.19 attached at Annexure-IV and Commercial Terms & Conditions mentioned at Annexure-IIIB & IIIC attached to Tender documents.	**1(One) No.**	**INR**	**In Figure** _____ **"QUOTED in PRICE BID"** **In Words** _____ **"QUOTED in PRICE BID"**

NOTES/CONFIRMATIONS:

1) The above quoted Lumpsum prices are inclusive of all (except GST) for execution of services as per requirement of technical enquiry specifications. Bidder shall indicate present applicable GST % in Unpriced and Priced Schedule against **ITB NO. PVMM/SERVICE/19-20/E-21/101155.**

2) GST Extra as applicable, **Presently Extra @ _____%.**

3) We confirm that quoted Prices **shall remain FIRM** during the tenure of contract**.**

4) We confirm acceptance of all terms & conditions as per ITB.

5) We confirm that the Clause 3.0 & 3.1 of SCC also taken care during submission of above Price Bid.

Date :_____ **AUTHORISED SIGNATORY WITH OFFICIAL SEAL**

All rights reserved

पी डी आई एल PDIL	CHECKLIST / AGREED COMMERCIAL TERMS & CONDTIONS (ACTC) ANNEXURE-VI	PVMM/SERVICE/19-20/E-21/101155/ANX-VI	0
		DOCUMENT NO	REV
		SHEET 1 OF 1	

This ACTC should be duly filled and to be Submitted/uploaded, as applicable alongwith unpriced offer:

SL. NO.	DESCRIPTION	BIDDER'S CONFIRMATION / ACCEPTANCE
1.0	**BIDDER'S NAME & ADDRESS** with Telephone & FAX no., Name of Contact Person, Email ID	
1.1	**BIDDER'S OFFER NO. & DATE**	
2.0	**Confirm Submission of ~~Earnest Money Deposit OR~~ MSME/NSIC document as per Clause 2.2 of Annexure-II of ITB.**	
3.0	**Confirm submitted all the relevant documents as per requirement of ~~Annexure-I, in respect of PQC~~/ ITB**	
4.0	**Confirm submitted Price Confirmation Copy (Unpriced Schedule)** - A copy of Priced offer(Annexure-V), keeping price blank (hiding the price) and in place indicating "Quoted" or "√ ", as a confirmation of price quoted against the enquired item and all applicable Taxes & Duties along with un-priced techno commercial bid.	
5.0	Confirm acceptance of **TECHNICAL ENQUIRY SPECIFICATIONS/ SCOPE OF WORK & Terms & Conditions as per Annexure-IV,** of ITB.	
6.0	Confirm acceptance of **Commercial Terms & Conditions of ITB as per GCC (ANNEXURE-IIIB) and SCC (Annexure-IIIC).**	
7.0	**COFIRMATION OF FOLLOWING TERMS AND CONDITIONS:**	==========
7.1	**Confirm PRICE BASIS –** The QUOTED **Prices are** based on **duly executed the services as per ITB** and shall be **FIRM** and **inclusive of all charges except GST.**	
7.2	**GST shall be Extra as Applicable as per law. Indicate Present applicable rate in percentage (%)**	**Extra: SGST@__% + CGST@ __%** **OR IGST Extra @ ____%**
7.2.1	PDIL shall avail **Input Credit against payment of GST and** The amount of input credit to PDIL will be considered while evaluating the price **for which necessary documents shall be provided by the bidder to enable PDIL to avail the credit. Further, TDS@2% under GST shall be applicable. Please Confirm.**	
7.2.2	**Indicate GST REGISTRATION No. *(Enclose copy of Certificate)***	
7.2.3	In Case GST is not applicable, **Confirm that you are not coming under the purview of GST Registration.**	
7.2.4	Indicate **HSN/SAC Code**	
7.3	Confirm acceptance of **PAYMENT TERMS** AS PER ITB.	
7.4	**Indicate PAN Card No. *(Enclose copy)***	
7.4.1	**In Case submitted PAN card is in Individual name, Please Confirm that the person whose name is indicated on PAN card is "SOLE PROPRIETOR"** of the company and note that income from the subject contract shall be under the indicated PAN No.	
7.5	**Confirm Acceptance of Tenure of Job as per ITB.**	
7.6	**Confirm Acceptance of Price Reduction as per ITB.**	**NOT APPLICABLE**
7.7	Confirm **PERFORMANCE SECURITY** AS PER ITB	
7.8	Confirm acceptance of **VALIDITY of Offer (90 Days from technical Bid opening date)**	
7.9	Confirm acceptance of Split Order with regard to compliance of PPP for MSE-Order-2012 and PPP to MII-Order-2017.	**NOT APPLICABLE**
7.10	~~**In case you are** MSE (as per PPP for MSE-Order-2012) as well as Local supplier (as per PPP to MII-Order-2017). **Indicate your choice (√) for availing benefits of purchase preference under any one of the policies. The option once exercised cannot be modified subsequently.**~~	☐ ~~PPP for MSE-Order-2012~~ ☐ ~~PPP to MII-Order-2017~~
7.11	CONFIRM THAT The invitation to Bid together with all its attachments thereto shall be considered **to be read, understood and accepted by the Bidder while submitted their offer.**	
7.12	It is confirmed that **in case any of the TERMS & CONDITIONS mentioned in this Summary are at variance** with those indicated anywhere else in our offer, **the conditions indicated in this summary shall prevail.**	

DATE : **AUTHORISED SIGNATORY OF THE BIDDER with Official Seal**

All rights reserved

(To be submitted on Bidder's Letterhead as per below performa)

DECLARATION

To,

Projects & Development India Ltd.,

Vadodara-390023

Subject : ITB No. _____ Dt. _____

Sir,

We hereby declare that M/s _____ is neither put on holiday nor Black-Listed by any Government/PSU/Private Firm or Financial Institution.

Signature:

Name:

Designation:

Seal of the Bidder:

All rights reserved

Date:

To,

Projects & Development India Ltd.
PDIL, Bhawan, Samta, Subhanpura,
Vadodara-390 023.
Gujarat.

Dear Sir,

With reference to your letter/E-mail, we hereby agree to accept the payment of our bills through "EFT/RTGS/Internet". The bank account details are as given below:

1	Beneficiary's Name	
2	Name of the Bank (to which payment should be sent)	
3	Branch name	
4	Address of the Branch	
5	STD Code No. and Telephone no. of Branch	
6	Branch Code	
7	9 digit code no. of Bank & Branch as appearing on the MICR cheque (copy of cancelled cheque must be enclosed.)	
8	Bank account number (As appearing on the cheque book)	
9	Account type (SB/CA/CC)	
10	Branch IFSC Code (Applicable only for RTGS payments)	
11	Copy of blank cancelled cheque or photocopy of a cheque for verifying the accuracy of the 9digit code number to be enclosed.	

A blank cancelled cheque leaf relating to the above bank account is enclosed for verifying the accuracy of the bank account details.

I hereby declare that the particulars given above are correct and complete.

(Signature of Account Holder)
Seal of the Vendor

Encl : Cancelled Cheque No.

**** We hereby confirm that the above bank account details of beneficiary are correct in all respects and the account of Beneficiary (PDIL vendor) is maintained at our bank branch .

(Name of Bank & Branch)
Authorized Signatory

**** Verification required only in case vendors name is not printed/appearing on the cancelled cheque leaf being submitted to PDIL office.

All rights reserved

पी डी आई एल PDIL	DETAILS OF CONTRACTOR / COMPANY (for updating Award of Contract at CPP Portal (e-publishing)) ANNEXURE – IX	PVMM/SERVICE/19-20/E-21/101155/ANX-IX	0
		DOCUMENT NO	REV
		SHEET 1 OF 1	

In Case of Order, the contractor shall provide the below information for updating Award of Contract at CPP Portal (e-procurement), without fail.

SI	PARTICULARS	BIDDER'S COMMENTS
1.0	CONTRACTOR'S/COMPANY NAME	
2.0	CONTACT PERSON	
3.0	CONTACT PERSON'S DATE OF BIRTH	
4.0	COMPANY's REGISTRATION NO.	
5.0	COMPANY's REGISTERED ADDRESS	
6.0	COMPANY'S ESTABLISHMENT YEAR	
7.0	COMPANY'S NATURE OF BUSINESS With regard to Tendered Item	☐ MANUFACTURER
		☐ SERVICE PROVIDER
		☐ TRADER
8.0	COMPANY'S LEGAL STATUS (TICK √ appropriate option)	☐ LIMITED
		☐ UNDERTAKING
		☐ JOINT VENTURE
		☐ PARTNERSHIP
		☐ OTHERS
9.0	COMPANY CATEGORY (TICK √ appropriate option)	☐ MICRO
		☐ SMALL
		☐ MEDIUM
		☐ ANCILLARY UNIT
		☐ PROJECT AFFECTED PERSON OF THIS COMPANY
		☐ SSI
		☐ OTHERS
10.0	With reference to GOI Gazette Notification No.503 dt.26.03.12, **Please confirm whether you are MICRO & SMALL Enterprises (MSEs) registered under MSMED Act 2006 and submit documentary evidence in this respect**.	
11.0	Further to Above, If you are MICRO & SMALL Enterprises (MSEs) registered under MSMED Act 2006 and **OWNED BY SC/ST ENTREPRENEURS**, **please confirm and submit documentary evidence issued by government authority in this respect**.	
12.0	In addition to the above, with reference to GOI Gazette Notification No.5670(E) dt.09.11.18, If you **OWNED BY OWMEN ENTREPRENEURS** registered under MSMED Act., **please confirm and submit documentary evidence issued by government authority in this respect**.	

DATE : **AUTHORISED SIGNATORY OF THE BIDDER with Official Seal**

All rights reserved