 <b>PDIL</b>	<b>PROJECTS &amp; DEVELOPMENT INDIA LIMITED</b> <b>(A GOVT. OF INDIA UNDERTAKING)</b>	<b>SHEET</b> <b>1 of 1</b>
PDIL BHAWAN, SAMTA, SUBHANPURA, VADODARA-390 023, INDIA. PHONE: EPBAX-2388418, 19, 20, 21, TELEFAX : 91(0265) 2388398, 99 E-MAIL: pdilwro@wro.pdilin.com		

## **INVITATION TO BID (ITB)**

### **(OPEN DOMESTIC TENDER)**

<b>To,</b>  <b>OPEN TENDER</b> <b>Published in CPP e-</b> <b>Publishing Portal (E-Tender</b> <b>ID 2017_MCF_275674_1)</b> <b>&amp;</b> <b>Hosted at PDIL Website</b>	<b>ITB NO. : PVMM/SERVICE/COMP/17-18/E-15/100973</b>	
	<b>TYPE OF BID</b> (For submission of bids please refer ITB Clause No.2.0 of Annexure-II)	<b>TWO BID SYSTEM</b>
	<b>TYPE OF OPENING</b>	<b>PUBLIC</b>
	<b>BID ISSUE DATE</b>	<b>19.12.2017</b>
	<b>BID CLOSING DATE &amp; TIME</b>	<b>27.12.2017 (15.00 Hrs.)</b>
	<b>UNPRICED TECHNO-COMMERCIAL BID OPENING DATE &amp; TIME</b>	<b>28.12.2017 (16.00 Hrs.)</b>
	<b>PRICE BID OPENING DATE &amp; TIME</b>	<b>To be intimated later.</b>
	<b>VENUE OF BID OPENING</b>	<b>PDIL, Vadodara</b>
	<b>EARNEST MONEY DEPOSIT (EMD)</b>	<b>₹6000/- (Rupees Six Thousand Only)</b>
	<b>LICENSE RENEWAL / ACTIVATION PERIOD</b>	<b>02 (Two) Years w.e.f. 20.01.2018 to 19.01.2020</b>

- 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 National 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	<b>License Activation / Renewal of Autocad latest version software for 2 (two) years i.e. w.e.f. 20.01.2018 to 19.01.2020 for PDIL, Vadodara</b> as per attached technical enquiry specifications Doc. No. PVCM-MAIN-51, Rev.0 Dt. 19.12.17 attached at Annexure-IV and Commercial Terms & Conditions mentioned at Annexure-IIIB & IIIC.	<b>10 (Ten) Nos.</b>

- 2.0 The following enclosed documents are the part of ITB.

1.0	<b>Pre Qualification Criteria (PQC)</b>	<b>ANNEXURE-I, Rev 0</b>	Sheet-1
2.0	<b>Instructions to Bidder- e Publish</b>	<b>ANNEXURE-II, Rev 0</b>	Sheets-1 to 3
3.0	<b>General Conditions of Contract (GCC)</b>	<b>ANNEXURE-IIIB, Rev 0</b>	Sheets-1 to 3
4.0	<b>Special Conditions of Contract (SCC)</b>	<b>ANNEXURE-IIIC, Rev 0</b>	Sheet-1
5.0	<b>Technical Enquiry Specifications</b> Doc. No. PVCM-MAIN-51, Rev.0 Dt. 19.12.17	<b>ANNEXURE-IV, Rev.0</b>	Sheets-1 to 3
6.0	<b>Price Schedule</b> (Submit Separately- in PRICE BID ENVELOPE)	<b>ANNEXURE-V, Rev.0</b>	Sheet-1
7.0	<b>Checklist / Agreed Commercial Terms &amp; Conditions (ACTC)</b>	<b>ANNEXURE-VI, Rev.0</b>	Sheet-1
8.0	<b>Declaration by Bidder</b>	<b>ANNEXURE-VII, Rev.0</b>	Sheet-1
9.0	<b>RTGS/NEFT Format For E-Payment</b>	<b>ANNEXURE-VIII, Rev.0</b>	Sheet-1
10.0	<b>Details Of Contractor / Company</b>	<b>ANNEXURE-IX, Rev.0</b>	Sheet-1
11.0	<b>Format of BG for Performance Security</b>	<b>ANNEXURE-X, Rev.0</b>	Sheets-1 to 2

for and on behalf of  
**PROJECTS & DEVELOPMENT INDIA LIMITED**

  
 Bishwanath Banerjee  
 Manager (MM)

	<b>Pre Qualification Criteria(PQC) ANNEXURE – I</b>	PVM/Service/Comp/17-18/E- 15/100973/ANX-I	0
		DOCUMENT NO	REV
		SHEET 1 OF 1	

Please refer the [Pre-Qualification Criteria \(PQC\)](#) which are given hereunder:

- 1.0** Bidder must have experience of having successfully completed similar works during last 07 (seven years) ending last day of the month previous to the one in which Tenders/ Bids are invited, should be either of the following:

Three similar completed Work / Order / Rate Contract, each of Value not less than **Rs.82,720/-**

**Or**

Two similar completed Work / Order / Rate Contract, each of value not less than **Rs.1,03,400/-**

**Or**


One similar completed Work/ Order / Rate Contract of value not less than **Rs. 1,65,440/-**

**Similar works definition:** Supply with Activation / renewal of AutoCAD latest version software.

**Note:** The bidders are required to submit copy of Purchase Order / Completion Certificate/Performance certificate documents towards proof of value of order executed.

- 2.0** Vendors should submit valid certificate from OEM (M/s. Autodesk) to quote for AutoCAD software subscription.

**Note:** Bidders shall submit self attested documents towards above mentioned PQC (SI.1.0 & 2.0) duly signed & stamped alongwith unpriced offer.

	<b>INSTRUCTION TO BIDDERS</b> <b>(for e-published tenders)</b> <b>ANNEXURE – II</b>	PVMM/SERVICE/COMP/17-18/E-15/100973/ANX-II	0
		DOCUMENT NO	REV
		SHEET 1 OF 3	

1.0 A bidder who meets the Pre-Qualification Criteria as per ITB and intends 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 respects as per terms & conditions of contract on or before the bid closing date and time.

## 2.0 Submission of Bids:

Bidders are required to submit their bids under three (03) envelopes as below:

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

[Bank Details for payment through Wire Transfer](#)

**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**

Price Schedule as per [Annexure-V](#) with quoted rates in Rs. and Taxes & Duties, as applicable, signed and stamped.

All the above envelopes should be super scribed with respective **Envelope no.**, **ITB No.** and **closing date of the bid**. All three (03) envelopes should be sealed and placed in a fourth envelop which should also be super scribed with our **ITB No.** and **closing date of the bid** and addressed to the under mentioned :

**HOD(MM),**  
**Projects & Development India Limited,**  
**PDIL Bhawan, Samta, Subhanpura,**  
**Vadodara-390023, Gujarat, India,**  
**Email : [bnbanerjee@wro.pdilin.com](mailto:bnbanerjee@wro.pdilin.com); [ansisodiya@wro.pdilin.com](mailto:ansisodiya@wro.pdilin.com)**

## 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.

	<b>INSTRUCTION TO BIDDERS</b> <b>(for e-published tenders)</b> <b>ANNEXURE – II</b>	PVMM/SERVICE/COMP/17-18/E-15/100973/ANX-II	0
		DOCUMENT NO	REV
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#### 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

Price Evaluation of Bids shall be done considering the quoted prices, by the bidder in the Price Schedule, alongwith taxes and duties, on overall lowest bidder considering the CENVAT benefit to PDIL.

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.

#### 6.0 Earnest Money Deposit (EMD)

Earnest money deposit (**Rs.6000/Rupees Six Thousand Only**) 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.

	<b>INSTRUCTION TO BIDDERS</b> <b>(for e-published tenders)</b> <b>ANNEXURE – II</b>	PVMM/SERVICE/COMP/17-18/E-15/100973/ANX-II	0
		DOCUMENT NO	REV
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- 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:
- to cancel the tender without reference to the bidders.
  - 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 **SITE VISIT:** 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: [dkkaramata@wro.pdilin.com](mailto:dkkaramata@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 physically in the bid box at the office of **HOD(MM), Projects & Development India Limited, PDIL Bhawan, Samta, Subhanpura, Vadodara-390023, Gujarat, India**, or by registered post/courier on the above address so as to reach well in advance of the closing date and time. Offers received late are liable for rejection & no complaint shall be entertained in this regard for any reason whatsoever including postal/courier delay.
- 18.0 To know more about PDIL, please visit our website <http://www.pdilin.com>

	<b>GENERAL CONDITIONS OF CONTRACT (GCC) ANNEXURE - IIIB</b>	PVMM/SERVICE/COMP/17-18/E- 15/100973/ANX-IIIB	0
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### 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.

### 6.0 Completion Period/ Time Schedule

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

Completion Period: Before 20.01.2018 (for Activation/Renewal of License w.e.f. 20.01.2018 to 19.01.2020) days/ weeks/ month from the date of handing over site/ PO/LOI whichever is earlier.

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

~~The Contract shall be valid for a period of \_\_\_\_\_ Year/s 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% quarterly payment shall be released within 30 days of submission of invoice duly certified by Engineer In Charge of PDIL. The quarterly bills shall be submitted by the contractor with all necessary documents to the Operator of the Contract.~~

	<b>GENERAL CONDITIONS OF CONTRACT (GCC) ANNEXURE - IIIB</b>	PVMM/SERVICE/COMP/17-18/E- 15/100973/ANX-IIIB	0
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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.

7.1 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.

**8.0 Security Deposit :**

Security-cum-Performance Guarantee / 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 plus warranty/guarantee period, if any.

Bank Guarantee (BG) for Security Deposit shall be entertained for value  $\geq$  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 the case, where OEM's Guarantee/Warranty is applicable, as performance Guarantee Earnest Money deposit (EMD) shall be retained as Security Deposit which shall be refund after 30 days on receipt and acceptance of equipment/material(s).~~

~~OR 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 cum Performance Guarantee/ 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 Performance Guarantee / Security deposit shall be refunded after 30 days of completion of Guarantee / Warranty period / Completion of delivery 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**

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.



	<b>GENERAL CONDITIONS OF CONTRACT (GCC) ANNEXURE - IIIB</b>	PVMM/SERVICE/COMP/17-18/E- 15/100973/ANX-IIIB	0
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The Contractor shall comply with at his cost all safety norms such as Fire and Safety regulation act as applicable at site.

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 possess 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.



	<b>SPECIAL CONDITIONS OF CONTRACT (SCC) ANNEXURE - IIIC</b>	PVMM/SERVICE/COMP/17-18/E-15/100973/ANX-IIIC	0
		DOCUMENT NO	REV
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- 1.0** SCOPE OF JOB : License Activation / Renewal of Autocad latest version software for 2 (two) years i.e. w.e.f. 20.01.2018 to 19.01.2020 for PDIL, Vadodara as per attached technical enquiry specifications Doc. No. PVCM-MAIN-51, Rev.0 Dt. 19.12.17 (Annexure-IV).
- 1.1** PRICE BASIS : The bidder shall quoted **Lumpsum Unit Price and Total Amount for License Activation / Renewal of Autocad latest version software for 2 (two) years i.e. w.e.f. 20.01.2018 to 19.01.2020 for PDIL, Vadodara strictly in the attached Price Schedule-Annexure-V.** The quoted Prices shall be **Duly executed the job** at PDIL office basis **inclusive of all charges and taxes/duties EXCEPT GST which is to be indicated in Unpriced and Priced 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: 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.
- 4.0** LICENSE ACTIVATION/RENEWAL PERIOD : **02 (Two) Years w.e.f. 20.01.2018 to 19.01.2020.**
- 4.1** DELIVERY / COMPLETION PERIOD : License to be activated before 20.01.2018 for the period of 2 year as specified above at SI no.4.0.
- 5.0** Goods & Service Tax (GST): GST shall be paid **EXTRA as applicable as per GST law** 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.**
- 5.1** **PDIL shall avail Input Credit against payment of GST** hence, this **credit amount 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.
- 5.2** 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.
- 6.0** PAYMENT TERMS :
- 6.1** **100% Payment shall be made** with reference to **Clause 7.0 of GCC(Annexure-IIIB).** Invoice for payment shall be submitted to Engineer-incharge/Contact person of PDIL as stated below at SI.9.0.
- 6.2** 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.**
- 6.3** **If you are eligible/entitled for any privilege/benefit under any statutory body/act/law like MSMED Act 2006 for MICRO/MEDIUM/SMALL Scale Company etc, please submit the valid documentary evidence and clearly indicate in your offer.**
- 7.0** SECURITY DEPOSIT : As per **clause 8.0 of GCC** (Annexure-IIIB).
- 8.0** PRICE REDUCTION CLAUSE : As per **clause 9.0 of GCC** (Annexure-IIIB).
- 9.0** ENGINEER-INCHARGE/CONTACT PERSON: This order/contract shall be operated by contact person of PDIL **Shri DK Karamata, Addl. GM(Civil/Computer/PE) PDIL, Vadodara, (Email:dkkaramata@wro.pdilin.com)** or his authorized representative. Invoice for payment shall be submitted to him who shall forward after certification, to Finance for payment.
- 10.0** In case of an irreconcilable conflict between General Conditions of Contract, Special Conditions of Contract, terms specified in Special Conditions of Contract shall prevail.



PROJECTS & DEVELOPMENT INDIA LTD

PVCM-MAIN-51

0

DOCUMENT NO

REV

SHEET 1 OF 3

## ANNEXURE - IV

ITB No. PVMM/SERVICE/COMP/17-18/E-15/100973

### Technical Enquiry Specification


For

License activation / renewal of AutoCAD latest version software 10 nos. for 2 yrs. i.e. from 20.01.2018 to 19.01.2020

0	19.12.2017	19.12.2017	FOR ISSUE	BS	BS	DKK
REV	REV DATE	EFF DATE	PURPOSE	PREPD	REVWD	APPD

FORM NO: 02-0000-0021F1 REV0

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	<b>Technical Enquiry Specification</b> <b>For</b> <b>License activation / renewal of AutoCAD latest version</b> <b>software 10 nos. for 2 yrs. i.e. from 20.01.2018 to</b> <b>19.01.2020</b>	PVCM-MAIN-51	0
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**LIST OF ATTACHMENTS**

ATTACHMENT NUMBER	DESCRIPTION	NUMBER OF SHEETS

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	<b>Technical Enquiry Specification</b> <b>For</b> <b>License activation / renewal of AutoCAD latest version</b> <b>software 10 nos. for 2 yrs. i.e. from 20.01.2018 to</b> <b>19.01.2020</b>	PVCM-MAIN-51	0
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**ENCLOSURE-1**

**Other terms and conditions:**

1. **Scope of Contract:** - Authorized dealers of Autodesk will provide Subscription of the licenses for the period of 2 years i.e 20.01.2018 to 19.01.2020, during this period they will provide Maintenance, Update & Support service of the AutoCAD.
2. **Authorized dealers of Autodesk** will provide the latest versions released during the period including fixes/patches replacement of faulty media, installation and technical support of the software on site. Authorized dealers of Autodesk will also submit a declaration that all upgrades until the end of the contract period has been provided and installed to PDIL and the software are working well.
3. **Technical support:** Authorized dealers of Autodesk shall also provide technical support for proper operation of the software.
4. **Declaration:** At the end of the contract period, Authorized dealers of Autodesk have to give a declaration in writing that all software has been updated to the latest revision released till the completion date of the contract.
5. **Response Time:** Authorized dealers of Autodesk shall respond within 72 hours of receiving any support call. However there will be no LD clause applicable on support call as PDIL agrees on the fact that it is not possible to record the nature of problems at this moment that user may face in future during contract period.
6. **Upgrade/ Patch release:** Upgrade/Update once released officially from M/s Autodesk shall be delivered to PDIL location within 15 days from receipt of the same from M/s Autodesk in INDIA. On expiry of contract schedule Authorized dealers of Autodesk has to ensure that all the prevailing versions of respective software shall be delivered at PDIL location.

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	<b>PRICE SCHEDULE ANNEXURE - V</b>	PVMM/SERVICE/COMP/17-18/E-15/100973/ANX-V	0
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Name of Bidder \_\_\_\_\_ Offer No. \_\_\_\_\_

Sl. No.	Item Description	Quantity	LUMPSSUM CHARGES for License Activation / Renewal for 2 (two) years i.e. w.e.f. 20.01.2018 to 19.01.2020	
			UNIT RATE (₹)	TOTAL AMOUNT (₹)
[1]	[2]	[3]	[4]	[5] (3x4)
1.0	Lumpsum Charges for License Activation / Renewal of Autocad latest version software for PDIL, Vadodara for a period of 2 (two) years i.e. w.e.f. 20.01.2018 to 19.01.2020 as per attached technical enquiry specifications Doc. No. PVCM-MAIN-51, Rev.0 Dt. 19.12.17 attached at Annexure-IV and Commercial Terms & Conditions mentioned at Annexure-IIIB & IIIC.	10 (Ten) Nos.	In Figure (₹) _____ <i>Per License of 2 years</i>  In Words (Rupees) _____ <i>Per License of 2 years</i>	In Figure (₹) _____ <i>for 10 Licenses of 2 years</i>  In Words (Rupees) _____ <i>for 10 Licenses of 2 years</i>

**NOTES/CONFIRMATIONS:**

- 1) Bidder shall quoted Lumpsum unit price per license of 2 years and Total amount for 10Nos. Licenses of 2 years in above price schedule.
- 2) We confirm that the above quoted Lumpsum prices are inclusive of all (except GST) for execution of services as per requirement of technical enquiry specifications.
- 3) GST Extra as applicable, presently Extra @ \_\_\_\_\_%
- 4) We confirm acceptance of all terms & conditions as per ITB.

Date: \_\_\_\_\_

AUTHORISED SIGNATORY  
WITH OFFICIAL SEAL


	<b>CHECKLIST / AGREED COMMERCIAL TERMS &amp; CONDITIONS (ACTC) ANNEXURE-VI</b>	PVMM/SERVICE/COMP/17-18/E- 15/100973/ANX-VI	0
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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	<b>BIDDER'S NAME &amp; ADDRESS</b> with Telephone & FAX no., Name of Contact Person, Email ID	
1.1	<b>BIDDER'S OFFER NO. &amp; DATE</b>	
2.0	Confirm Submission of Earnest Money Deposit OR MSME/NSIC document as per <b>Clause 2.2 of Annexure-II of ITB.</b>	
3.0	Confirm submitted all the relevant documents <b>as per requirement of Annexure-I, in respect of PQC.</b>	
4.0	Confirm submitted <b>Price Confirmation Copy (Unpriced Schedule)</b> - 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 <b>TECHNICAL ENQUIRY SPECIFICATIONS/ SCOPE OF WORK &amp; Terms &amp; Conditions as per Annexure-IV, of ITB.</b>	
6.0	Confirm acceptance of <b>Commercial Terms &amp; Conditions of ITB as per GCC (ANNEXURE-IIIB) and SCC (Annexure-IIIC).</b>	
7.0	<b>COFIRMATION OF FOLLOWING TERMS AND CONDITIONS:</b>	=====
7.1	Confirm <b>PRICE BASIS</b> – The QUOTED <b>Prices are</b> based on <b>duly executed the services as per ITB</b> and shall be <b>FIRM and inclusive of all charges except GST.</b>	
7.2	<b>GST shall be Extra as Applicable</b> as per law. Indicate Present applicable rate in percentage (%)	SGST Extra @ ____% CGST Extra @ ____% OR IGST Extra @ ____%
7.2.1	PDIL shall avail <b>Input Credit against payment of GST</b> and The amount of input credit to PDIL will be considered while evaluating the price <b>for which necessary documents shall be provided by the bidder to enable PDIL to avail the credit, Please Confirm.</b>	
7.2.2	Indicate <b>GST REGISTRATION No. (Enclose copy of Certificate)</b>	
7.2.3	In Case GST is not applicable, <b>Confirm that you are not coming under the purview of GST Registration.</b>	
7.2.4	Indicate <b>HSN/SAC Code</b>	
7.3	Confirm acceptance of <b>PAYMENT TERMS AS PER ITB.</b>	
7.4	Indicate <b>PAN Card No. (Enclose copy)</b>	
7.4.1	<b>In Case submitted PAN card is in Individual name, Please Confirm that the person whose name is indicated on PAN card is "SOLE PROPRIETOR"</b> of the company and note that income from the subject contract shall be under the indicated PAN No.	
7.5	Confirm <b>PERFORMANCE SECURITY AS PER ITB</b>	
7.6	Confirm acceptance of <b>VALIDITY of Offer (90 Days from technical Bid opening date)</b>	
7.7	We hereby Confirm that we are neither put on holiday nor Black-Listed by any Government/PSU/Private Firm or Financial Institution and a self declaration on our letterhead <b>(as per Annexure-VII)</b> regarding the above has been submitted with unpriced bid.	
7.8	CONFIRM THAT The invitation to Bid together with all its attachments thereto shall be considered to be <b>read, understood and accepted by the Bidder while submitted their offer.</b>	
7.9	It is confirmed that <b>in case any of the TERMS &amp; CONDITIONS mentioned in this Summary are at variance</b> with those indicated anywhere else in our offer, <b>the conditions indicated in this summary shall prevail.</b>	

DATE :

AUTHORISED SIGNATORY OF THE BIDDER with Official Seal

	<b>DECLARATION BY BIDDER ANNEXURE – VII</b>	<b>PVMM/SERVICE/COMP/17-18/E- 15/100973/ANX-VII</b>	0
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(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:



	<b>RTGS/NEFT FORMAT FOR E-PAYMENT ANNEXURE – VIII</b>	<b>PVMM/SERVICE/COMP/17-18/E- 15/100973/ANX-VIII</b>	0
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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.


	<b>DETAILS OF CONTRACTOR / COMPANY</b> (for updating Award of Contract at CPP Portal (e-publishing)) <b>ANNEXURE – IX</b>	PVMM/SERVICE/COMP/17-18/E-15/100973/ANX-IX	0
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In Case of Order, the contractor shall provide the below information [for updating Award of Contract at CPP Portal \(e-publishing\)](#), 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	
8.0	COMPANY'S LEGAL STATUS (TICK <input checked="" type="checkbox"/> appropriate option)	<input type="checkbox"/> LIMITED
		<input type="checkbox"/> UNDERTAKING
		<input type="checkbox"/> JOINT VENTURE
		<input type="checkbox"/> PARTNERSHIP
		<input type="checkbox"/> OTHERS
9.0	COMPANY CATEGORY (TICK <input checked="" type="checkbox"/> appropriate option)	<input type="checkbox"/> MICRO
		<input type="checkbox"/> SMALL
		<input type="checkbox"/> MEDIUM
		<input type="checkbox"/> ANCILLARY UNIT
		<input type="checkbox"/> PROJECT AFFECTED PERSON OF THIS COMPANY
		<input type="checkbox"/> SSI
		<input type="checkbox"/> 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.	

DATE :

AUTHORISED SIGNATORY OF THE BIDDER with Official Seal

	<b>SECURITY CUM PERFORMANCE BANK GUARANTEE FORMAT ANNEXURE – X</b>	PVMM/SERVICE/COMP/17-18/E- 15/100973/ANX-X	0
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SECURITY CUM PERFORMANCE BANK GUARANTEE  
(STAMP PAPER TO BE PURCHASED ON NAME OF BANK)

This guarantee made this \_\_\_\_\_ day of \_\_\_\_\_ (Year in four digits) between a company incorporated in (mention name of the Bank/ company) \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter called the "BANK" which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns) of the one part; and M/s. \_\_\_\_\_ (Purchaser), a company incorporated in India under the Indian Companies Act 1956 and having its registered office at PDIL Bhawan , A-14 , Sector-1 , Noida – 201301, Dist. – Gautambudh Nagar (U.P) (hereinafter called the "PURCHASER" which expression shall include its successors and assigns) of the other part.


WHERE AS M/s \_\_\_\_\_ (Seller) a Company incorporated in \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_ (hereinafter called the "COMPANY" which expression shall include its successor and assigns) have secured order Number \_\_\_\_\_ dt. \_\_\_\_\_ For supply/ supply-cum-erection of \_\_\_\_\_ at a total cost of \_\_\_\_\_ plus site supervision services on per diem rate basis as applicable from the PURCHASER / OWNER.

WHEREAS

1. It is one of the terms of the said order that the COMPANY shall furnish to the PURCHASER/OWNER a guarantee of a BANK which shall be for 10% of the value of the order and shall be valid for the duration of supply of the services covered by the said order and the period of defects liability in respect of the said services plus claim period of six months.
2. The BANK has at the request of the COMPANY agreed to give in favour of the PURCHASER a guarantee in manner hereinafter appearing which the PURCHASER has agreed to accept.

NOW THIS DEED WITNESSETH AS FOLLOWS:-

1. In pursuance of the said agreement and in consideration of the premises the BANK hereby unconditionally guarantees to the PURCHASER due observance and fulfillment by the COMPANY of the terms of the said order relating to the said equipment and of the performance warranties which is a part of the said order and agrees and undertakes that if the COMPANY fails to observe and fulfil the said terms of the said order and/or the performance warranties then the BANK shall immediately pay to the PURCHASER on demand such sum or sums of money to the extent of ` \_\_\_\_\_ being 10% of the value of the said order on account of losses and damages suffered by the PURCHASER as may be claimed by the PURCHASER by reason of such non-observance and non-fulfillment by the company as aforesaid and shall also indemnify the PURCHASER against all losses and damages which may be suffered by the PURCHASER aforesaid and against all costs, charges, expenses which may be incurred by the PURCHASER in connection herewith.
2. The BANK hereby agrees that the decision of the PURCHASER as to the failure on the part of the COMPANY to fulfil their obligations as aforesaid and/or as to the amount payable by the BANK to the PURCHASER hereunder shall be final, conclusive and binding on the BANK.
3. All compensations and payments received by the PURCHASER from Bank on behalf of the COMPANY shall be regarded as payments in gross and in the event of the COMPANY BEING wound-up, the PURCHASER will be entitled to prove against the properties of the COMPANY in respect of the whole of the COMPANY's indebtedness to the PURCHASER without any right on the part of the BANK to stand in the PURCHASER's place in respect of or to claim the benefits of such imposition and payment or any security held by the PURCHASER until the PURCHASER shall have received the full amount of the PURCHASER's claims against the COMPANY.

	<b>SECURITY CUM PERFORMANCE BANK GUARANTEE FORMAT ANNEXURE – X</b>	PVMM/SERVICE/COMP/17-18/E- 15/100973/ANX-X	0
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4. This guarantee shall be in addition to and shall not affect or be affected by any other security now or hereafter held by the PURCHASER on account of the moneys hereby intended to be secured and the PURCHASER at its discretion and without any further consent from the BANK and without affecting the liability of the BANK and the rights of the PURCHASER against the BANK may be compound within given time or other indulgence to or make any other arrangement with the COMPANY and nothing done or omitted to be done by the PURCHASER in pursuance of any authority or permission contained in the guarantee shall affect or discharge the liability of the BANK.
5. Though as between the COMPANY and the BANK, the BANK is SURETY only, the BANK agrees that as between the PURCHASER and the BANK, the BANK is principal debtor to the PURCHASER.
6. This guarantee shall not be affected by any change in the constitution of the BANK or the COMPANY nor shall this guarantee be affected by any change in the constitution of the PURCHASER or any amalgamation or absorption with any other body corporated and this guarantee will be available to or enforceable by such body corporate.
7. The guarantee shall be continuing guarantee and continue to be in force notwithstanding the discharge of the COMPANY by operation of law and shall cease only on payment in full to the PURCHASER by the BANK of the amount hereby guaranteed and on the claim of the PURCHASER against the COMPANY on any account whatsoever being satisfied.
8. In order to give full effect to the provisions of this guarantee the PURCHASER will be entitled to act as if the BANK were the principal debtor to the PURCHASER and the BANK hereby waives all or any of its rights as surety.
9. This guarantee is irrevocable except with the written consent of the PURCHASER.
10. This guarantee shall remain valid up to \_\_\_\_\_.
11. Any notice by way of request demand or otherwise hereunder may be sent by post to the BANK addressed as aforesaid and if sent by post it shall be deemed to have been given at the time when it would be delivered in due course of post and in proving such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the PURCHASER that the envelope so posted shall be conclusive.
12. These presents shall be governed by and construed in accordance with Indian Law.
13. Notwithstanding anything stated above, the BANK's liability to the PURCHASER under this guarantee shall be limited to \_\_\_\_\_ and the guarantee will remain valid up to \_\_\_\_\_ provided that unless a claim under this guarantee is made by the PURCHASER against the BANK within three (03) months of the said date of expiry of this guarantee, the claim shall be forfeited and the BANK shall be relieved and discharged from all liabilities under this guarantee.

IN WITNESS whereof the BANK has hereunto affixed its common seal the day and year first above written.

THE COMMON SEAL OF THE ABOVE NAMED BANK has hereunto been affixed in the presence of