



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

SHEET  
1 of 1

PDIL BHAWAN, SAMTA, SUBHANPURA, VADODARA-390 023, INDIA.  
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**INVITATION TO BID (ITB)**  
**(OPEN DOMESTIC TENDER)**

<b>To,</b>  <b>OPEN TENDER</b> <b>Published in CPP e-</b> <b>Publishing Portal</b> <b>(E-Publishing Tender ID</b> <b>2019_MCF_454593_1)</b> <b>&amp;</b> <b>Hosted at PDIL</b> <b>Website</b>	<b>ITB NO. : PVMM/SERVICE/19-20/E-10/101105</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>08.07.2019</b>
	<b>BID CLOSING DATE &amp; TIME</b>	<b>18.07.2019 (15.00 Hrs.)</b>
	<b>UNPRICED TECHNO-COMMERCIAL BID OPENING DATE &amp; TIME</b>	<b>19.07.2019 (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>Not Applicable.</b>
	<b>DELIVERY/COMPLETION OF LICENSE RENEWAL / ACTIVATION PERIOD</b>	<b>Within 04(Four Weeks) from date of PO for Paper License period 12 (Twelve) Months w.e.f. date of award of Order.</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 Bids** from the Domestic Bidders only for the following under **National Competitive Bidding**.


SL	DESCRIPTION OF JOBS/SERVICES	QUANTITY
1	Supply & Installation of latest perpetual Paper License of Microsoft Access Software Package with maintenance, update and support services for License Activation Period of 12 Months i.e. w.e.f. start date of the License Software for PDIL, Vadodara as per attached technical enquiry specifications Doc. No. PVCM-07, Rev.0 Dt.04.07.2019 attached at Annexure-IV and Commercial Terms & Conditions mentioned at Annexure-IIIA & IIIC.	03 Nos.

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

1.0	Pre Qualification Criteria (PQC)	ANNEXURE-I, Rev 0	Sheet-1
2.0	Instructions to Bidder- e Publish	ANNEXURE-II, Rev 0	Sheets-1 to 4
3.0	General Purchase Conditions (GPC)	ANNEXURE-IIIA, Rev 0	Sheets-1 to 3
4.0	Special Conditions of Contract (SCC)	ANNEXURE-IIIC, Rev 0	Sheets-1 to 2
5.0	Technical Enquiry Specifications Doc. No. PVCM-07, Rev.0 Dt. 04.07.19	ANNEXURE-IV, Rev.0	Sheets-1 to 2
6.0	Price Schedule (Submit Separately- in PRICE BID ENVELOPE)	ANNEXURE-V, Rev.0	Sheet-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

for and on behalf of  
PROJECTS & DEVELOPMENT INDIA LIMITED

Bishwanath Banerjee  
Chief Manager (MM)

	<b>Pre Qualification Criteria(PQC) ANNEXURE – I</b>	PVMM/SERVICE /19-20/E-10/101105/ANX-I	0
		DOCUMENT NO	REV
		SHEET 1 OF 1	

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

- A. Bidder must be authorized dealer/retailer/reseller of MICROSOFT products. Apart from this any entity authorized by MICROSOFT in any capacity may also quote.**


Bidders will submit letter/certificate/e-mail from OEM regarding the above being valid as on bid closing date as documentary evidence, self attested duly signed & stamp.

- B. Bidder must have experience of having successfully completed similar works during last 03 (Three-years) ending last day of the month previous to the one in which Tender/Bids are invited.**

The bidders are required to submit copy of Purchase Order/Completion Certificate/Performance Certificate documents towards proof of value of order executed duly self attested signed & stamp.

**Similar works definition:** [Supply and installation of MICROSOFT ACCESS/Products.](#)

**Note:** - PDIL, reserve the right to verify the submitted documents using its own resources.

	<b>INSTRUCTION TO BIDDERS</b> (for e-published tenders) <b>ANNEXURE – II</b>	PVMM/SERVICE /19-20/E-10/101105/ANX-II	0
		DOCUMENT NO	REV
		SHEET 1 OF 4	

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.~~ **(Not Applicable for this Tender).**

OR

~~A copy of valid Registration Certificate, in case of NSIC/MSE registered Companies.~~ **(Not Applicable for this Tender).**

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

**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 superscribed 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); [kswaroop@wro.pdilin.com](mailto:kswaroop@wro.pdilin.com)**

	<b>INSTRUCTION TO BIDDERS</b> (for e-published tenders) <b>ANNEXURE – II</b>	PVMM/SERVICE /19-20/E-10/101105/ANX-II	0
		DOCUMENT NO	REV
		SHEET 2 OF 4	

### 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, wherever applicable to PDIL.](#)

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.


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 ([Annexure-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) (This tender is invited from Domestic bidders only considering the above MII-Order-2017).*

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 PART/SPLIT ORDER is "Not Applicable", hence, Evaluation shall be carried out on Overall basis and Ministry of MSME's Office Memorandum F.No.22 (1)2012-MA, dtd.24.10.2016 under Sl.21 of FAQ with reference to MSEs Order 2012 shall be considered, where the bidder fulfilling the requirement of MSEs Order 2012.

5.8 Please note that benefits against clause no.5.3 above with reference to MSEs Order 2012, shall be applicable as per Ministry of MSME's Office Memorandum F.No.22 (1)2012-MA, dtd.24- October-2016 under Sl.18 of FAQ.

	<b>INSTRUCTION TO BIDDERS</b> (for e-published tenders) <b>ANNEXURE – II</b>	PVMM/SERVICE /19-20/E-10/101105/ANX-II	0
		DOCUMENT NO	REV
		SHEET 3 OF 4	

## 6.0 Earnest Money Deposit (EMD) (Not Applicable for this tender)

~~Earnest money deposit **Rs. / (Rupees 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.' Payable at 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.
- 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.

	<b>INSTRUCTION TO BIDDERS</b> (for e-published tenders) <b>ANNEXURE – II</b>	PVMM/SERVICE /19-20/E-10/101105/ANX-II	0
		DOCUMENT NO	REV
		SHEET 4 OF 4	

- 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 Karmata, Addl.GM \(Civil/Process/Comp.\), Projects & Development India Limited, Vadodara. Phone: 0265-2388418-21 \(Extn:109\) FAX: 0265-2388398/99, Email: \[dkkarmata@wro.pdilin.com\]\(mailto:dkkarmata@wro.pdilin.com\)](#)
- 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 reserves 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 PURCHASE CONDITIONS (GPC) ANNEXURE - IIIA</b>	PVMM/SERVICE /19-20/E-10/101105/ANX-IIIA	0
		DOCUMENT NO	REV
		SHEET 1 OF 3	

### 1.0 Scope of Purchase Order (P.O)

The Scope of 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 delivery/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

FOR PDIL, duly delivered and installed, tested, commissioned, if any, in the location/address mentioned elsewhere in the ITB, including risk in transit.

### 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 supply, 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 delivery/ completion period including extended/amended period of P.O, shall accrue to PDIL's a/c.
- 4.3 The Supplier 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 Supplier.~~

5.0 Effective date of P.O: Shall be the Date of issuance of LOI/ P.O.

### 6.0 Delivery/ Completion Period (To be read in conjunction with SCC)

~~The delivery of the Equipment and/or Spares including Installation, testing, commissioning, if any, at PDIL, shall be completed within \_\_\_\_\_ from the Effective date of P.O.~~

~~alternatively~~

**The Delivery/Completion of Job**, at PDIL, Vadodara Office, shall be completed within (**For Detail Refer SCC Clause 4.0 & 4.1**) from the Effective date of P.O.


### 7.0 Payment Terms (To be read in conjunction with SCC) (For Detail Refer SCC Clause 6.0).

- 7.1 ~~100% payment shall be released within 30 days after Supply and/or Installation, Testing & commissioning, and acceptance of the complete system, duly certified by the Engineer in charge of PDIL, on the invoice.~~

~~alternatively~~

100% payment shall be released within 30 days of receipt and acceptance of materials/spares / on completion of complete scope of PO, duly certified by the Engineer-in-charge of PDIL, on the Invoice.

- 7.2 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 Supplier's Bill(s).

	<b>GENERAL PURCHASE CONDITIONS (GPC) ANNEXURE - IIIA</b>	PVMM/SERVICE /19-20/E-10/101105/ANX-III A	0
		DOCUMENT NO	REV
		SHEET 2 OF 3	

- 7.3 All payments will be made by account payee cheque or direct transfer in bank account through RTGS.
- 7.4 **Tax deduction at source: Income tax**, as applicable as per income tax act, shall be deducted at source from the Supplier's bills and a certificate towards this deduction shall be issued to the Supplier.
- 7.5 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 Warranty/ Guarrantee (Not Applicable for this enquiry)**

- ~~8.1 The Equipment/ Materials shall be supplied with warranty/ Guaranty against any manufacturing defect, for a period of 12 month from the date of commissioning.~~

*alternatively*

~~Materials/ Spares, to be supplied shall be warranted/ guaranteed as per Original Equipment Manufacturer's (OEM's) policy.~~

- ~~8.2 Spares shall be supplied along with Fitment guarantee certificate.~~

**9.0 Security cum Performance Guarantee/Security Deposit**

Security cum Performance Guarantee/ Security Deposit shall be applicable for P.O value more than Rs. 2.00 lac.

- 9.1 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 delivery/completion period plus warranty/guarantee period, if any.

~~Bank Guarantee (BG) for Security cum Performance Guarantee/ Security Deposit shall be entertained for value  $\geq$  Rs 1.00 lac. PBG shall be valid to cover delivery/completion period plus warranty/guarantee 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 VII.~~

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

- ~~9.2 In the case, where OEM's Guarantee/Warranty is applicable, as performance Guarantee, EMD shall be retained as Security Deposit which shall be refunded after 30 days on receipt and acceptance of Equipment/ Material(s).~~

- 9.3 No interest shall be payable on Security cum Performance Guarantee /Security Deposit.

- 9.4 PDIL, however, reserves the right to en-cash/ forfeit the Performance Guarantee / Security Deposit, if the Supplier fails to execute the P.O and/or abide by all the terms and conditions of the P.O.

- 9.5 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.


**10.0 Price reduction clause**

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

**11.0 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 supplier at his cost.



	<b>GENERAL PURCHASE CONDITIONS (GPC) ANNEXURE - IIIA</b>	PVMM/SERVICE /19-20/E-10/101105/ANX-IIIA	0
		DOCUMENT NO	REV
		SHEET 3 OF 3	

#### 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 Supplier 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.



# SPECIAL CONDITIONS OF CONTRACT (SCC) ANNEXURE - IIIC

PVMM/SERVICE /19-20/E-10/101105/ANX-IIIC


0

DOCUMENT NO

REV

SHEET 1 OF 2

- 1.0 **SCOPE OF JOB** : Supply & Installation of latest perpetual Paper License of Microsoft Access Software Package with maintenance, update and support services for **12(Twelve)Months** i.e w.e.f. start date of the license software for PDIL, Vadodara as per attached technical enquiry specifications **Doc. No. PVCM-07, Rev.0 Dt.04.07.19 (Annexure-IV)**.
- 1.2 **PRICE BASIS** : The bidder shall quote **Lumpsum Unit Price and Total Amount for Supply & installation of latest perpetual Paper License of Microsoft Access 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.
- 1.3 **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 **LICENSE ACTIVATION PERIOD**: **12 (Twelve) Months w.e.f. start date of the License**.
- 4.1 **DELIVERY / COMPLETION PERIOD** : Supply & Installation of Latest Perpetual Paper License of Microsoft Access Software Package **within 04(Four) Weeks of Order**.
- 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. **TDS@2% under GST shall be applicable with reference to GCC clause 7.5**.
- 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 GPC(Annexure-IIIA)**. Invoice for payment shall be submitted to Engineer-incharge/Contact person of PDIL as stated below at **Sl.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/SMALL/MEDIUM Scale Company etc, please submit the valid documentary evidence and clearly indicate in your offer**.
- 7.0 **SECURITY DEPOSIT** : As per **clause 9.0 of GPC(Annexure-IIIA)**.

	<b>SPECIAL CONDITIONS OF CONTRACT (SCC) ANNEXURE - IIIC</b>	PVMM/SERVICE /19-20/E-10/101105/ANX-IIIC	0
		DOCUMENT NO	REV
		SHEET 2 OF 2	

- 8.0** PRICE REDUCTION CLAUSE : As per clause 10.0 of GPC(Annexure-IIIA).
- 9.0** CONTACT PERSON / ENGINEER In CHARGE 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.
- 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-07	0
DOCUMENT NO	REV
SHEET 1 OF 2	

Annexure-IV

## TECHNICAL ENQUIRY SPECIFICATION


FOR

**Supply & installation of latest perpetual Paper license of Microsoft Access.**

0	04.07.2019	04.07.2019	FOR ISSUE	BS	BS	DKK
REV	REV DATE	EFF DATE	PURPOSE	PREPD	REVWD	APPD

FORM NO: 02-0000-0021F1 REV2

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 पी डी आई एल <b>PDIL</b>	<b>TECHNICAL ENQUIRY SPECIFICATION FOR AFT IMPULSE PERPETUAL NETWORK SOFTWARE</b>	PVCM-07	0
		DOCUMENT NO	REV
		SHEET 2 OF 2	

### Other terms and conditions

- 1. Scope of Supply:** - Supply & installation of latest perpetual Paper license of Microsoft Access Software Package with maintenance, update and support services for a period of 12 months from the start date of the license.

*Handwritten signature*



# PRICE SCHEDULE ANNEXURE - V

PVMM/SERVICE /19-20/E-10/101105/ANX-V	0
DOCUMENT NO	REV
SHEET 1 OF 1	

Name of Bidder \_\_\_\_\_ Offer No. \_\_\_\_\_

Sl. No.	Item Description	Quantity	LUMPSUM CHARGES for Supply & Installation of Latest Perpetual License of Microsoft Access for <u>12(Twelve) Months</u>	
			UNIT RATE (₹)	TOTAL AMOUNT (₹)
[1]	[2]	[3]	[4]	[5] (3x4)
1	Lumpsum Charges for Supply and Installation of latest perpetual Paper license of Microsoft Access Software Package with maintenance, update and support services for PDIL, Vadodara for License activation period of 12 (Twelve) Months i.e. w.e.f. start date of the LICENSE SOFTWARE, as per attached technical enquiry specifications Doc. No. PVCM-07, Rev.0 Dt. 04.07.19 attached at Annexure-IV and Commercial Terms & Conditions mentioned at Annexure-III A & IIIC.	03 (Three) Nos.	In Figure (₹) _____ <i>for 03 Paper Licenses with 12 Months Activation Period</i>  In Words (Rupees) _____ <i>For 03 Paper Licenses with 12 Months Activation Period</i>	In Figure (₹) _____ <i>for 03 Paper Licenses with 12 Months Activation Period</i>  In Words (Rupees) _____ <i>For 03 Paper Licenses with 12 Months Activation Period</i>

### NOTES/CONFIRMATIONS:

- 1) Bidder shall quote **Lumpsum unit and Total price** 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. GST shall be Extra as applicable, Bidder shall indicate present applicable GST % in Unpriced and Priced Schedule against **ITB NO. PVMM/ARCS/19-20/E-10/101105.**
- 3) GST Extra as applicable, presently Extra @ \_\_\_\_\_%
- 4) We confirm that quoted Prices **shall remain FIRM** during the tenure of contract.
- 5) We confirm acceptance of all terms & conditions as per ITB.
- 6) **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


 <b>CHECKLIST / AGREED COMMERCIAL TERMS &amp; CONDITIONS (ACTC) ANNEXURE-VI</b>	PVMM/SERVICE /19-20/E-10/101105/ 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	<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 <b>Earnest Money Deposit</b> OR MSME/NSIC document as per <b>Clause 2.2 of Annexure-II</b> of ITB.	<b>NOT APPLICABLE</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</b> as per <b>Annexure-IV</b> , of ITB.	
6.0	Confirm acceptance of <b>Commercial Terms &amp; Conditions</b> of ITB as per <b>GPC (ANNEXURE-IIIA)</b> and <b>SCC (Annexure-IIIC)</b> .	
7.0	<b>COFIRMATION OF FOLLOWING TERMS AND CONDITIONS:</b>	=====
7.1	Confirm <b>PRICE BASIS</b> – The <b>QUOTED Prices</b> are based on <b>duly executed</b> the services as per ITB 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 (%)	Extra: SGST@__% + CGST@__% OR IGST Extra @ __%
7.2.1	PDIL shall avail <b>Input Credit</b> against payment of GST 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. Further, TDS@2% under GST shall be applicable. 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</b> AS PER ITB.	
7.4	Indicate <b>PAN Card No. (Enclose copy)</b>	
7.4.1	In Case <b>submitted PAN card</b> is in Individual name, <b>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 Acceptance of <b>Delivery/Completion Period</b> as per ITB.	
7.6	Confirm Acceptance of <b>Price Reduction</b> as per ITB.	
7.7	Confirm <b>PERFORMANCE SECURITY</b> AS PER ITB	
7.8	Confirm acceptance of <b>VALIDITY</b> of Offer ( <b>90 Days</b> 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.	<b>NOT APPLICABLE</b>
7.10	<del>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.</del>	<input type="checkbox"/> <del>PPP for MSE-Order-2012</del> <input type="checkbox"/> <del>PPP to MII-Order-2017</del>
7.11	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 (as per Annexure-VII) regarding the above has been submitted with unpriced bid.	
7.12	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.	
7.13	It is confirmed that <b>in case any of the TERMS &amp; CONDITIONS</b> mentioned in this <b>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

 पी डी आई एल <b>PDIL</b>	<b>DECLARATION BY BIDDER ANNEXURE – VII</b>	<b>PVMM/SERVICE /19-20/E-10/101105/ANX-VII</b>	0
		DOCUMENT NO	REV
		SHEET 1 OF 1	

(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>	PVMM/SERVICE /19-20/E-10/101105/ANX-VIII	0
		DOCUMENT NO	REV
		SHEET 1 OF 1	

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 /19-20/E-10/101105/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 \(e-publishing\)](#), 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 With regard to Tendered Item	<input type="checkbox"/> MANUFACTURER
		<input type="checkbox"/> SERVICE PROVIDER
		<input type="checkbox"/> TRADER
8.0	COMPANY'S LEGAL STATUS (TICK ✓ 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 ✓ 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