

PWC-SID- PROGRAM
Patna Women's College
(Autonomous)
Bailey Road, Patna

TENDER NOTICE NO. PWC-SID/SOFTWARE/01/2021

DATE: 30.06.21

TENDER DOCUMENT FOR THE PURCHASE OF
ArcGIS SOFTWARE WITH THREE YEARS
SUBSCRIPTION

PATNA WOMEN'S COLLEGE, BAILEY ROAD
PATNA-800001, BIHAR, INDIA

Patna Women's College
(Autonomous)
Bailey Road, Patna- 800001, Bihar, India
Website: www.patnawomenscollege.in

TENDER NOTICE NO. PWC-SID/SOFTWARE/01/2021 Dt. 30.06.21

Schedule of Tender

TENDER DOCUMENT FOR THE PURCHASE OF ArcGIS SOFTWARE WITH THREE YEARS SUBSCRIPTION

Estimated Cost of Tender	: Rs 8,60,000.00
Price of tender document	: Rs 2, 000.00
Earnest Money Deposit	: Rs 86,00.00
Date of Sale of Tender	: From 30.06.21 to 21.07.21 up to 1.00 P.M.
Last Date of Submission of Tender	: 21.07.21 up to 1.00 P.M.
Date of opening of Tenders	: 23.07.21 at 1.00 P.M.

PRINCIPAL
PWC-SID-PROGRAMME
PROGRAM
Patna Women's College,
(Autonomous)
Bailey Road, Patna-800001,
Bihar

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CHECK LIST

To ensure that your offer submitted to Patna Women's College is complete in all respects, please go through the following checklist & tick mark for the enclosures attached with your offer:

S.NO	Description	Attached
1.	Tender Specific manufacturer authorization must be attached with the bid	
2	Earnest Money Deposit in the prescribed form (The bidders who are registered with NSIC/MSME are exempted from payment of EMD, Valid denouements must be attached with the bid)	
3	Tender Document Fee in the prescribed form	
4	Tender document duly signed & sealed on every page, as a confirmation of acceptance of the terms & conditions of the document.	
5	A copy GST Number, Permanent Account Number (PAN)	
6	Details of similar work done (IT software) along with work order copies must be attached with the bid.	

PWC-SID- PROGRAM

ANNEXURE I

**Patna Women's College
(Autonomous)****Bailey Road, Patna- 800001, Bihar, India****Website: www.patnawomenscollege.in****TENDER NOTICE NO. PWC-SID/SOFTWARE/01/2021 Dt. 30.06.21****TENDER DOCUMENT FOR THE PURCHASE OF ArcGIS SOFTWARE
WITH THREE YEARS SUBSCRIPTION****GENERAL INFORMATION ABOUT THE BIDDER****(TO BE COMPLETELY FILLED BY THE BIDDER)**

1	Name of the company	
1a	Postal Address	
1b	Telephone No. Fax No	
1c	e-mail address & URL	
2	Type of Company Attach Proof of Company Registration along with a copy of the Partnership Deed/ Article of Association and Memorandum of Understanding	Proprietorship/ Partnership/ Private Limited/ Public Limited
3	Name and designation of the representative of the Bidder to whom all reference shall be made to expedite technical co-ordination.	

It is certified that the information provided above is true to the best of my knowledge and belief. If any information found to be concealed, suppressed or incorrect at later date, our tender shall be liable to be rejected and our company debarred from executing any business with Patna Women's College

Date**Sign & Stamp of Bidder**

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1. PWC-SID-PROGRAMME, Patna Women's College, (Autonomous), Patna University, Bihar invites sealed tenders in two bid form (Technical & Financial) separately from reputed manufacturer/authorized dealers in India and abroad for supply and installation of software indicated below as per technical specifications specified in bidding documents.

2. A complete set of tender documents may be purchased by interested eligible bidders from **30.06.21** to **21.07.21 up to 1.00 P.M.** on submission of a written application with a non-refundable Bank-draft of Rs. 2,000/- (Rupees two thousands only) towards the cost of Tender Document in favour of "**Principal, PWC-SID-PROGRAMME, Patna Women's College**" payable at Patna. The same can also be downloaded from PATNA WOMEN'S COLLEGE website www.patnawomenscollege.in. In this case bid shall be accompanied along with a demand draft Rs. 2,000=00 as cost of tender document.

3. Tenders (Technical & Financial) must be submitted in two separate envelopes on or before 1.00 P.M on 21.07.21 to the "Principal; PWC-SID-PROGRAMME Program, Patna Women's College (Autonomous), Patna- 800 001. Techno-commercial bids will be opened on 23.07.2021 at 11:00 A.M. in the presence of bidders or their authorized representatives who would like to be present. The date of opening of Financial bid will be communicated later on to the successful bidders whose techno commercial bid is found suitable by the College.

4. All the tenders must be accompanied by bid security in accordance with the instructions given in the bidding document. (The bidders who are registered with NSIC/MSME are exempted from payment of EMD, Valid denouements must be attached with the bid)

5. PWC-SID-PROGRAMME, Patna Women's College reserves the right to reject any or all the bids without assigning any reason whatsoever.

6. In the event of date being declared as holiday, the date for submission and opening of bids shall be the following working day of the appointed date and time.

7. Terms and Conditions: As detailed in bidding documents.

8. Time schedule for work/supply must be within 30 days of getting confirmed purchase orders.

9. Tender Specific manufacturer authorization must be attached with the bid

PRINCIPAL
PWC-SID-PROGRAMME
Patna Women's College,

Bailey Road, Patna-800001,

PWC-SID-PROGRAMME

Patna Women's College

(Autonomous)

Bailey Road, Patna- 800001, Bihar, India

Website: www.patnawomenscollege.in

1.0 GENERAL TERMS AND CONDITIONS

1.1 (i) The Tender Document along with detailed specifications of the materials/ equipment can be obtained in person from the office of the **Principal, PWC-SID-PROGRAMME**, Patna Women's College or by the authorized representative on submission of prescribed tender fee in the form of demand draft drawn in favour of **Principal, PWC-SID-PROGRAMME**, Patna Women's College, payable at Patna.

(ii) The bid document may also be downloaded from the College website - **www.patnawomenscollege.in**. **Bidders** using downloaded tender forms from Patna Women's College website must submit cost of tender document by demand draft drawn in favor of the **Principal, PWC-SID-PROGRAMME**, Patna Women's College, payable at Patna along with Technical bid. The bid form downloaded through College website submitted without tender fees will not be accepted.

(iii) The Bid must be submitted in English. In the case of foreign manufacturers, the bids should be submitted by the authorized agents / representatives and must enclose authorization letter issued by their manufacturer. In case of the equipment / materials of Indian origin the bids shall be accepted from manufacturer or its authorized representative/agent. The tender document is not transferable by the purchaser. The bid form in the tender document at Annexure-II will be used for technical bid. For each item separate prescribed pro-forma should be attached. Each sheet must be signed by the bidder. The price bid must be in the form provided herewith at Annexure-III. It should be sealed in separate envelope. The tender will not be accepted from the firm to whom the document has not been issued by the Board or bid form downloaded from the **www.patnawomenscollege.in** without tender fee.

1.2 The **PWC-SID-PROGRAMME, Patna Women's College reserves the right to accept or reject any or all the tenders in part or full without assigning any reason thereof. Patna Women's College also reserves the right to modify and /or relax, any terms and conditions of the tender documents to safeguard its interest.**

1.3 The bidder is expected to examine all instructions, forms, terms and conditions and specifications mentioned in the bid document carefully. Failure to furnish all information required by the bid documents or submission of a bid not substantially responsive to the bid document in every respect will be at the bidder's risk and may result in the rejection of its bid.

1.4 The **PWC-SID-PROGRAMME, Patna Women's College** at its discretion may extend the last date of submission of tenders and opening of tenders. The final authority for acceptance of a tender will rest with the **Principal, PWC-SID-PROGRAMME, Patna Women's College** who does not bind herself to accept the lowest tender and may accept or reject any or all of the bids received without assigning any reason.

1.5 Documents, literature, diagrams / leaflets, original catalogue of equipment and samples etc., enclosed with the bids shall become the property of the college without any cost.

1.6 **WARRANTY: The comprehensive warranty period will be as per mention in the technical specification (material wise)** starting from the date of successful installation of the material. Under this warranty, upon the receipt of such notice, supplier / agent shall, within the period specified, repair /replace the defective material or spare parts thereof at the ultimate destination. The supplier/agent shall take over the replaced parts/goods, in the event of any correction of defects or replacement of defective material. In such cases, the warranty for the corrected/replaced materials shall be extended to the left over period of warranty. The comprehensive warranty includes maintenance of equipments including spare parts etc.

1.7 The tender would be regarded as turned down, if no award of contract has been obtained till the expiry of the tender validity. No separate communication will be made in this regard.

1.8 The items have to be supplied in standard packing at the Patna Women's College of PWC-SID Program at Patna Women's College (Autonomous), Patna.

1.9 In case of the date of submission and the date of opening of tender is declared as Public Holiday, the tender shall be submitted and opened on the next working day at the same time.

1.10 The bid shall contain no interlineations, erasures or overwriting words except as necessary to correct errors made by the bidder, in such case, correction shall be initialled by the person or persons signing the bid.

1.11 Late and delayed tenders will not be considered and shall be returned unopened to the Bidder.

1.12 It is advised that the outside suppliers should send the tender through Registered Post. However, the local supplier may drop their tenders in Tender Box kept in the Arts Block Reception at Patna Women's College Campus, for this purpose. In no case, tender should be handed over to any employee of the College.

1.13 Canvassing in any form will disqualify the bid.

1.14 Request for the tender document for bidding through Telex, Telegram, Telephone, Money Order and Tele-fax shall not be entertained.

1.15 *All the Tenders should be addressed to: The Principal, PWC-SID-PROGRAMME, Patna Women's College (Autonomous), Bailey Road Patna-800 001, Bihar (India)*

1.16 Patna Women's College reserves the right to blacklist a defaulting vendor.

1.17 Any enquiry after submission of tender will not be entertained.

- 1.18 Any failure on the part of bidder to observe the prescribed procedure and any attempt to canvas for the purchase order will not be prejudice the firm's quotation.
- 1.19 PWC-SID-PROGRAMME, Patna Women's College reserved the right to cancel the tender process without assigning any reason, whatsoever in any stage.

2.0 SUBMISSION OF BID

- 2.1 The bid prepared by the bidder and all correspondence and documents relating to the bid shall be written in English language. The check list for submission of bid is available at **Annexure - VII**
- 2.2 The Bidders are requested to quote the rates item-wise for each equipment on F.O.R. destination basis including total price of each material separately indicating the Govt. levies, and other expenditure item-wise. **The freight charges, insurance, custom duty, custom clearance, and transportation up to the institute will be borne by the supplier in the case of imported items.**
- 2.3 IMPORTANT: Bidder is expected to examine the bidding documents carefully and are deemed to have received and read all relevant documents. It shall be the responsibility of the bidder to request for a copy of any missing document. Failure to do so will be at bidder's risk. The Supplier should attach a copy of the Financial bid / Proforma Invoice of the Material quoted (without cost / price figures) along with the technical bid to assess the item / components quoted in the bid. The manufacturer will give the undertaking (Annexure IV) that he /she or his/her authorized dealer will service /repair the equipment during guaranty / warranty / maintenance contract.**
- 2.4 It may be noted that mere quoting lowest rates will not entitle any firm to get the order. For qualifying technical bid the quality of the item being offered, the past performance, supply etc. will also be taken into consideration. The College may call for any details, explanation, regarding Technical & Financial aspect.
- 2.5 Bidder can quote the rates for all the materials tendered or some of the materials or one material. Separate price bid and technical bid should be submitted in separate envelopes for each item clearly mentioning the item code number, item name on the top of the envelopes with senders name and address.**
- 2.6 The tender is to be submitted "**Single Stage- Two Envelope System**" i.e. the first sealed envelope will contain full information required to judge pre-qualification signed tender document, tender fee, earnest money, complete details and specification of the materials offered in **Annexure- II (without quoting price)** including the brochure/ leaflets and original catalogues, list of credentials with documentary evidence i.e., purchase/ work order etc., PAN-Number VAT/Sales Tax Registration No., Affidavit for not being black listed. It shall be marked as technical Bid **No. PWC-PWC-SID/SOFTWARE/01/2021 Dt. 30.06.21** due on **21.07.21** for ArcGIS with three years subscription. The second envelope will contain only price quoted by the bidder in the form given at

Annexure-III of this document and shall be clearly marked "**Price Bid No. PWC- PWC-SID/SOFTWARE/01/2021 Dt. 30.06.21**". Both the above envelopes must be separately sealed and shall be kept in one envelope bearing the address of **Principal, PWC-SID-PROGRAMME, Patna Women's College, Bailey Road, Patna 800001, Bihar (India)** and prescribed with bold letter **TENDER FOR PURCHASE OF ArcGIS SOFTWARE WITH THREE YEARS SUBSCRIPTION NOT TO OPEN BEFORE 23.07.2021 at 11:00 .M.**The senders address should be mentioned in all envelopes. Material / equipment Code Number should be mentioned invariably on all envelopes.

2.7 Technical part of the tender will be opened at 11.00 A.M. on 23.07.2021 in the Video Conferencing Hall, Patna Women's College Campus in the presence of the representative of the tenderer, who would like to be present. Sealed Price part of technically and commercially acceptable tenders will be opened on a later day subsequently as decided by the members of Technical committee. The date of opening of financial bid will be communicated by the college to the successful bidders whose techno-commercial bid is found substantially responsive.

2.8 The validity of tender would be for a minimum period of 180 days from the date of opening of tenders. A bid valid for a shorter period may be rejected by the **PWC-SID-PROGRAMME, Patna Women's College** as non- responsive. In case the validity is to be extended, the **PWC-SID-PROGRAMME, Patna Women's College** may solicit the Bidder's consent to an extension on the period of validity and the bid shall remain valid for the extended period mutually agreed for

2.9 Tenders not in proper sealed cover or received through telegraphically or E-mail fax/telex will not be entertained.

2.10 Conditional Tenders will be rejected without assigning any reason.

2.11 The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized for this purpose. The letter of authorization should bear the signatures of only the authorized person of the firm. All pages of the Bid, except for un-amended printed literature shall be initialled by the person or persons signing the bid.

2.12 **Clarification on Techno-commercial bids:** To assist the techno-commercial examination, evaluation and comparison of bids the **PWC-SID-PROGRAMME, Patna Women's College** may, at its discretion, ask the bidder for a clarification on its Techno- commercial bid. However, all responses to request for clarification shall be in writing, and, no change in the price bids be sought, offered or permitted.

3 Eventual suggestions for modification or subsidiary Tenders are principally not admissible.

4 **The specifications are clearly mentioned in the document and the Bidder is requested to submit Bid only if their offer strictly comply to these specifications. The bidding for the materials having different specifications will be on Bidder's risk as the PWC-SID-PROGRAMME, Patna Women's College will not entertain such bids. Bids carrying the statement like "specification as per tender document" shall not be entertained. The product specifications supported by technical literature and list of users must be enclosed with Annexure II.**

- 5 The placement of work order/purchase order will be according to technical evaluation of the tender and after consideration of its price worthiness.
- 6 The price to be given in the tender are fixed prices, irrespective of rise in Materials prices etc., till the delivery of the overall consignment. No request regarding increase in the price of materials etc. will be entertained after the submission of the tender.
- 7 The nomenclature of the materials and spares will be invariably same in Pro-forma Invoice, Invoice, Packing list and all other relevant papers in case the Bidder is awarded with the purchase order for supply against its offer.
- 8 With the submission of his tender the bidder accepts the conditions of the tender.
- 9 If the material supplied is not in conformity with the specification other than asked for, it will have to be replaced at the risk and cost of the supplier. No freight and other charges for export and re-shipment will be paid by the college.

3.0 PAYMENT CONDITIONS:

3.1 (i) For Foreign Bidders: The foreign bidders should quote the price in foreign currency. In case, they have components and services of Indian agent, the same may be quoted in Indian Rupees. 100% payment will be released through irrevocable Letter of Credit in the name of foreign bidders for stores of foreign origin. **80% payment** will be made on shipment of the Materials/Equipment and on furnishing **Bank Guarantee/BankDraft for 10 % of the purchase order as performance security.** For release of Payment the supplier shall submit documents as specified in **Annexure-V A.20% will be released** on satisfactory installation, training and commissioning of material / equipment.

(ii) For Indian bidders:

- i) 100% payment of the contract price shall be paid on receipt of goods in good condition and after satisfactory installation, training and commissioning of the material and on furnishing **Bank Guarantee/BankDraft for 10 % of the purchase order value as performance Security.** The submission of the following documents are essential:
- ii) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- iii) Consignee Receipt Certificate in original issued by the authorized representative of the consignee;
- iv) Two copies of packing list identifying contents of each package;
- v) Inspection certificate issued by the nominated person/committee/agency, if any.

The supplier shall provide the documents with each material as mentioned at **Annexure-V B.**

3.2 The Performance Security shall be furnished by the supplier from any Nationalized Bank as **Bank Guarantee. Performance security shall be valid up-to expiry of the warranty period.**

3.3 The defective, substandard and contrary to the specification of materials, if supplied have to be

replaced by the supplier at their cost and responsibility. In case of indigenous material/ equipment quoted by Indian firms/ representatives/ Indian agents of foreign supplier / manufacturers in rupee terms the payment will be made in Indian rupees directly after supply and satisfactory installation / commissioning.

3.4 Single bills against one order as per supply order mentioning item code and other details will be accepted.

3.5 The reference of supply order should be submitted for payment.

4.0 SETTLEMENT OF DISPUTE, ARBITRATION

4.1 All disputes or difference arising out of or in connection with the contract and supply of any item/equipment assigned under the same (whether during the progress of the works or after their completion, determination, abandonment or breach of the contract) shall be settled by the **Principal, PWC-SID-PROGRAMME, Patna Women's College, Bailey Road, Patna-800001** in accordance with the Arbitration and Conciliation Act, 1996. The arbitrators appointed by the **Principal, PWC-SID-PROGRAMME, Patna Women's College, Bailey Road, Patna-800001** shall appoint a sole arbitrator. The decision of the sole arbitrator shall be final and binding on both the parties. It will not be an objection to any such appointment that the arbitrator is the Government servant and had any interest in the college or the contract entered into, directly or indirectly. In all cases, the arbitrator shall state his decision in writing. Arbitration proceedings shall be held at Patna, Bihar (India) and the language of arbitration proceeding and that all documents and communications between the parties shall be in English.

4.2 It is a term of the contract that the party invoking the dispute shall specify the dispute or disputes to be referred to the arbitrator under this clause together with the amount or amount claimed in respect of each such dispute.

4.3 It is also a term of the contract that if the supplier (s) do not make any demand in respect of any claim (s) or dispute in writing within 90 days of submission of the final bill for payment, the claim of the supplier will be deemed to have been waived and absolutely barred and the **PWC-SID-PROGRAMME, Patna Women's College** will be discharged and released of all liabilities under the contract in respect of these claims.

4.4 LAWS AND REGULATIONS

The formation, validity and performance of this Contract shall be governed as to all matters by and under the laws and regulations of India and courts of Patna shall have exclusive jurisdiction in all matters arising under this Contract.

The Supplier shall respect and abide by all laws and regulations of India and shall make its best effort to ensure that the personnel of the Supplier and their dependents, while staying in India, shall respect and abide by all laws and regulation of India.

The Supplier shall protect, absolve and indemnify the PWC-SID-PROGRAMME, Patna Women's College, and their representatives from any claim, loss or damage arising from any non compliance alleged or proved, without claiming them for payment.

4.5 FORCE MAJEURE

Vendor shall not be considered in default if delay in delivery occurs due to causes beyond his control such as, acts of God, natural calamities, civil, wars, strikes, fire frost, floods, riots and acts of usurped power. Only those causes which have duration of more than seven calendar days shall be considered cause of force majeure. A notification to this effect duly certified by the Local Chamber of Commerce/Statutory Authorities shall be given by the Vendor to the buyer by registered letter. In the event of delay due to such cases a length of time equal to the period of force majeure or at the option of the buyer, may be extended or the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of buyer. In the event of such cancellation the vendor shall refund any amount advanced by the Purchaser and deliver back any material issued to him by the Purchaser and release facilities, if any, provided by the Purchaser.

5.0 INJURY AND DAMAGE

5.1 Injury or Death of Persons The Supplier shall be liable for and shall indemnify the PWC-CRL-IDLIS, Patna Women's College against any liability, loss, claim or proceedings, whatsoever arising under any statute or law in respect of personal injury or death or any disability caused by the carrying out the works.

5.2 Damage to Property The Supplier shall be liable for and shall indemnify the PWC-SID-PROGRAMME, Patna Women's College and insure and cause the manufacturers and subcontractors against any expense, liability, loss claim or proceedings in respect of any damage whatsoever to any real or personal property for any occurrence in so far, as such, damage arises out of or in the course of or by reason of the carrying out of the Works and is due to any negligence, omission or default of the Supplier or any person for whom the supplier is responsible or any Manufacturers and subcontractors or person whom the Manufacturers and subcontractors are responsible.

6.0 ROYALTY AND PATENTS

6.1 The Supplier shall pay all royalties and licenses fee for the use of any patented item, whether it may be an invention, method, arrangement, article, process or appliance used in connection with the performance of the Contract. The supplier shall indemnify and save the college against any and all costs, damages and expenses of any nature or kind whatsoever which may arise out of or result from a claim by any person, firm or corporation that manufacture, purchase, use of sale of any of the inventions, methods, arrangements, articles processes or appliances used in connection with the performance of this Contract infringes any patent of such other rights. The Supplier shall, at the request of the college, defend the college against any suit brought to enforce any such claim at the Suppliers expense.

6.2 In case any such patented item used on or in conjunction with the Works is in suit held to constitute and infringement of its use enjoined, the supplier shall either secure for the PWC-SID-PROGRAMME, Patna Women's College the right to continue using the said item by suspension of the enjoinder, by procuring for the college a license or otherwise, or will replace such items with a non-infringing item or modify it so that it becomes non- infringing or with the college approval remove the said enjoined item and refund to the PWC-SID-PROGRAMME, Patna Women's College the sums paid thereof.

7.0 EFFECTIVENESS

This Contract shall come into force and effect on the date of the Letter of Award and shall be in force until the expiry of the warranty period and all the payments have been made to the Supplier.

8.0 Forfeiture of earnest money: The earnest money will be forfeited in the following cases:

- (i) When bidder withdraws or modifies the offer after opening of tender but before acceptance of tender.
- (ii) When bidder does not execute the agreement if any, prescribed within the specified time.
- (iii) When the bidder does not deposit the security money.

9.0 Performance Security Deposit:

1. Successful bidder will have to deposit performance security equal to 10% of the value of the contract price.

2. Within thirty (30) days of notification of award from the PWC-SID-PROGRAMME, Patna Women's College, the successful Bidder shall furnish the Performance Security in the form of bank guarantee issued by a reputable bank having license to do business in India or as bank draft payable to Principal, PWC-SID-PROGRAMME, Patna Women's College at Patna for an amount equivalent to 5 % of the Contract Price, for the guaranty/warranty period.

3. Remaining 5 % shall be deducted from the bill after adjustment of earnest money submitted during bid submission.

4. No interest will be paid by the PWC-SID-PROGRAMME, Patna Women's College, Patna on the performance security money.

5. The performance security money shall be refunded after the expiry of the period of guarantee / warranty and after being satisfied that there are no dues outstanding against the bidder

6. In case of non submission of performance security of 10%, the same will be deducted from the bill after adjustment of earnest money. The decision in this regards shall be obtained from PWC-SID-PROGRAMME, Patna Women's College on request of the bidder.

10.0 Forfeiture of Performance Security Deposit

Performance Security amount in full or part may be forfeited in the following cases:-

- (a) When any terms and conditions of the contract is breached.
- (b) When the bidder fails to make complete supply satisfactorily
- (c) Notice of reasonable time will be given in case of forfeiture of security deposit.

The decision of the Principal, PWC-SID-PROGRAMME, Patna Women's College, Patna in this regard shall be final.

11.0 The expenses of completing and stamping the agreement shall be paid by the bidder and the **PWC-SID-PROGRAMME, Patna Women's College, Patna** shall be furnished free of charge with one executed stamped counter part of the agreement.

12.0 Insurance: The goods will be delivered at the destination in perfect condition. The supplier, if he

so desires, may insure the valuable goods against loss by theft, destruction or damage, by fire, flood, under exposure to weather or otherwise viz., (war rebellion, riot, etc.). The insurance charges will be borne by the supplier and **PWC-SID-PROGRAMME, Patna Women's College, Patna** will not reimburse such charges

13.0 Liquidated damages:-

(1) The time specified for delivery in the tender form shall be deemed to be the part of the contract and the successful bidder shall arrange supplies within the period from the date of supply order issued by the **Principal, PWC-SID-PROGRAMME, Patna Women's College, Patna-800001.**

(2) In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of Stores which the bidder has failed to supply:-

(a) Delay up to one month of the prescribed delivery period 2.5%

(b) Delay exceeding two month of the prescribed period. 5%

(3) The maximum amount of liquidated damages shall be 5%

(4) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply of goods.

(5) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the bidder.

14.0 Recoveries: Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinary **be made from bills.** Amount may also be withheld to the extent of short supply, breakage, rejected articles and in case of failure in satisfactory replacement by the supplier along with amount of liquidated damages shall be recovered from his dues and, security deposit available with the department. In case recovery is not possible appropriate action will be taken under Bihar PDR Act or any other relevant law in force.

15.0 Site Inspection (if applicable):

(a) **The Principal, PWC-SID-PROGRAMME, Patna Women's College, Patna-800001** or his duly authorized representative shall have right for inspection of the material/equipment at premises of the bidder. In case of foreign supply, the bidder is required to submit the certificate of testing, materials and workmanship of the material /equipment machineries during manufacturing process or afterwards as may be decided.

(b) The bidder shall furnish complete address of the premises of his office, godown and workshop with contact number of responsible person where inspection can be made together with name and address of the person who is to be contacted for the purpose. In case of those dealers who have newly entered in business a letter of introduction from their bankers will be necessary.

(c) The tenderer can inspect the site after taking prior approval from Principal, Patna Women's College between 10 am to 2.00 pm

16.0 Clearance of consignment from Customs:-

For imported items, Clearance of the consignment from Customs will be done by the bidder.

17.0 Demurrage charges: In case, any demurrage charges are paid to release the consignment from custom, it will be borne by bidder.

18.0 Rejection:

- i. Articles not approved during inspection or testing shall be rejected and will have to be replaced by the bidder at his own cost within the time fixed by the **Principal, PWC-SID-PROGRAMME, Patna Women's College**. However due to exigencies of PWC-SID-PROGRAMME, Patna Women's College work, such replacement either in whole or in part, is not considered feasible, the Principal after giving an opportunity to the bidder of being heard, shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
- ii. The rejected articles shall be removed by the bidder within 15 days of intimation of rejection, after which PWC-SID-PROGRAMME, Patna Women's College shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the bidder's risk and on his account.

19.0 The bidder shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail and road or air and delivery of the material in good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the bidder shall be liable to make good condition such loss and shortage found at the checking/inspection of the materials by the consignee. "No extra cost" on such account shall be admissible.

20.0 The Principal, PWC-SID-PROGRAMME, Patna Women's College can repudiate the contract for the supply, at any time, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording of the reasons for repudiation.

PRINCIPAL
PWC-SID-PROGRAMME
PROGRAM
Patna Women's College
(Autonomous)
Bailey Road, Patna-800001,
Bihar

Annexure II

Patna Women's College
(Autonomous)
Bailey Road, Patna- 800001, Bihar, India
Website: www.patnawomenscollege.in

BID FORM FOR TECHNICAL BID

S.No	Item Description with specification	Qty (in Nos)	Any Deviation	Make and Model
1.	ArcGIS Desktop Advanced (ArcGIS Pro and ArcMap) with extensions <ul style="list-style-type: none">● 3D Analyst● Data Interoperability● Data Reviewer● Geostatistical Analyst● Network Analyst● Publisher● Schematics● Spacial Analyst● Tracking Analyst Workflow Manager	50		
2	ArcGIS Enterprise (Server) Advanced and extensions <ul style="list-style-type: none">● 3D Analyst● Data Interoperability● Data Reviewer● Geostatistical Analyst● Network Analyst● Schematics● Spacial Analyst	1 (4 core)		

	Workflow Manager			
3	Esri CityEngine Advanced	50		
4	ArcGIS Online Level 2 Named Uses (1 Organization Account only)	50		
5	ArcGIS Online Service Credits	25,000		
6	Apps <ul style="list-style-type: none"> ● ArcGIS Earth ● Explorer of ArcGIS ● Web Mapping Apps ● Collector for ArcGIS ● Operations Dashboard for ArcGIS ● Workforce for ArcGIS ● ArcGIS Maps for Adobe Creative Cloud ● ArcGIS Maps for Office ● Esri Maps for SharePoint ● Web AppBuilder for ArcGIS ● Story Maps and Web Templates ● AppStudio for ArcBasic 	50		
7	Premium Apps <ul style="list-style-type: none"> ● Business Analyst web and mobile apps ● Community ● GeoPlanner for ArcGIS ● Insights for ArcGis 	50		

Other Terms and Conditions

1. Annual Maintenance of Software:

- a. Annual Maintenance of software for the said software is for a period of three years from the date of delivery of the software.
 - b. The above maintenance includes only the free updates of software for the entire period as announced internationally as well as three years Remote Technical Support via email, phone and fax plus free software updates as available on the website of software for the entire period.
 - c. Free Replacement of media CDROM if damaged within the Maintenance period.
- 2. Installation:** Installation of the software will be done free of cost by remote access.
- 3. Training:** Free training should be provided to the faculty members.
- 4. Delivery:** Ensure delivery of the software within 4 to 6 weeks from the date of receipt of purchase order.
- 5. Warrantly : 3 Years** from the date of software installation.

Patna Women's College
(Autonomous)
Bailey Road, Patna- 800001, Bihar, India
Website: www.patnawomenscollege.in

BID FORM FOR PRICE BID

S.No	Item Description with specification	Qty (in Nos)	Unit Price in INR	GST & other Chanrges	Final Total Price in INR
1.	ArcGIS Desktop Advanced (ArcGIS Pro and ArcMap) with extensions <ul style="list-style-type: none"> ● 3D Analyst ● Data Interoperability ● Data Reviewer ● Geostatistical Analyst ● Network Analyst ● Publisher ● Schematics ● Spacial Analyst ● Tracking Analyst Workflow Manager	50			
2	ArcGIS Enterprise (Server) Advanced and extensions <ul style="list-style-type: none"> ● 3D Analyst ● Data Interoperability ● Data Reviewer ● Geostatistical Analyst ● Network Analyst ● Schematics 	1 (4 core)			

	<ul style="list-style-type: none"> ● Spacial Analyst Workflow Manager 				
3	Esri CityEngine Advanced	50			
4	ArcGIS Online Level 2 Named Uses (1 Organization Account only)	50			
5	ArcGIS Online Service Credits	25,000			
6	Apps <ul style="list-style-type: none"> ● ArcGIS Earth ● Explorer of ArcGIS ● Web Mapping Apps ● Collector for ArcGIS ● Operations Dashboard for ArcGIS ● Workforce for ArcGIS ● ArcGIS Maps for Adobe Creative Cloud ● ArcGIS Maps for Office ● Esri Maps for SharePoint ● Web AppBuilder for ArcGIS ● Story Maps and Web Templates ● AppStudio for ArcBasic 	50			
7	Premium Apps <ul style="list-style-type: none"> ● Business Analyst web and mobile apps ● Community ● GeoPlanner for ArcGIS ● Insights for ArcGis 	50			

Annexure IV

To be given by Principal Manufacturer

TENDER NOTICE No. PWC-SID-PROGRAMME/SOFTWARE/01/2021 Dt. - 30.06.21

To,

THE PRINCIPAL

PWC-SID-PROGRAMME

PATNA WOMEN'S COLLEGE (AUTONOMOUS)

BAILEY ROAD, PATNA-800001

BIHAR, INDIA

Sir/Madam,

We have examined the conditions of tender document and specifications of the materials/ equipment, the receipt of which is hereby acknowledged. We, the undersigned, offer to supply, deliver and install the (Name of the equipment / material). Please add additional pages, if required. The above supply, installation shall be in conformity with the specifications and conditions of tender.

We undertake, if our bid is accepted to deliver the materials quoted by us, we shall deliver and install within the period indicated in the tender document.

We agree to abide by this bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before expiration of that period.

We are submitting a demand draft (payable at Patna) for Rs..... in favor of **the Principal, PWC-SID-PROGRAMME, Patna Women's College** towards the earnest money. This Bid together with your written acceptance thereof in your notification of award shall constitute a bidding contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

We or our authorized dealer shall provide the spares/service of equipment under warranty / guarantee and also during AMC after expiry of warranty / guarantee. If authorized dealer is not available or authorized dealer is changed, we (manufacturer) will be responsible for service / repair of the equipment supplied by us.

Dated this.....day of.....2021

Signature of authorized Person,
Name with Stamp & full Address.

ANNEXURE – V A

LIST OF DOCUMENTS FOR THE RELEASE OF PAYMENT THROUGH L/C.

Equipment of Foreign Origin:

- 1) Four (4) copies of the Manufacturer's / supplier's invoice showing the Equipment's description, quantity, unit price and total amount
- 2) Original and Four (4) copies of the negotiable clean, on-board bill of landing marked freight prepaid and four copies of non-negotiable bill of landing;
- 3) Four copies of the packing list identifying contents of each package
- 4) Insurance certificate
- 5) Manufacturer's and Supplier's warranty certificate
- 6) Factory test and inspection certificate
- 7) Certificate of country-of origin

ANNEXURE – V B

Equipment to be supplied by Indian Manufacturer:

Upon delivery of the Materilas/Equipment to the transporters, the Supplier shall notify the college and mail the following documents to the college.

- 1) Four copies (04) of the Supplier's invoice showing the Materials/Equipment's description, quantity, unit price and total amount
- 2) Supplier's and/or Manufacturer's warranty certificate
- 3) Factory test & inspection certificate by manufacturer.
- 4) Insurance certificate

ANNEXURE – VI

(Only For Materials and Equipment) Guidelines for Service Contract

(Annual Maintenance Contract / Comprehensive Maintenance Contract)

- 1. The proposals for maintenance of equipment should be submitted for 5 years (Charges per year) after guarantee period of minimum 24 months with spares & parts. The amount for the maintenance contract be mentioned for each equipment per year with tender document**
2. Two preventive maintenance & at least two breaks down visits per annum as and when required will be provided under service contract.
3. The firm shall depute service engineer to attend break down calls within 72 hrs from the receipt of the call from client. In the event of failure on the part of the firm in attending to the preventive maintenance visit or in attending breakdown calls within 72 hrs., **The Principal, PWC-SID-PROGRAMME, Patna Women's College, Bailey Road, Patna-800001, Bihar** or an authorized officer of College on behalf will have the right to make the recovery by way of compensation @ 2% of the AMC Contract value per day. However firm shall not be responsible for delay in services due to non-availability of spares or due to any reason beyond its control & the duration of service contract will be increased /extended by such period.
4. The payment will be made on half yearly basis after satisfactory service within 60 days from the date of receipt of the bill. Notwithstanding anything here-in-above provided it will be the responsibility of firm to see that the system including equipment as a whole (including accessories, software) is kept in well working condition during the full period of contract besides the time reasonably & naturally required in rectification / servicing etc. The points of disputes being mutually decided circumstantially on which the decision of the undersigned shall be final and binding on firm subject to arbitration.

Signature of bidder
With Date, Seal & Address

Principal
PWC-SID-PROGRAMME Program
Patna Women's College, Patna

ANNEXURE– VII

CHECK LIST FOR THE BIDDER

1. Bid on filled original Tender form only (Annexure I)
2. Separate EMD against each material / equipment.
3. Earnest money or necessary documentary proof for exemption of earnest money with the Part I of the bid. The technical specification should be in Annexure II without quoting rate in the column no. six to eight.
4. Price bid must be Part II of the bid in the form provided at Annexure-III of the tender document. It should be in a separate envelope.
5. The Basic Price, Taxes, Packing, Forwarding, Handling, Transportation Insurance, Installation charges, Training etc. must be quoted clearly. Do not use vague terms like "As Actual, Approximately etc".
6. Do not use the terms As per Specification of Tender Documents' in respect of materials. There should be proper write up of product quoted and supported with printed leaflets/ literature.
7. In case the bidder desires to quote more than one item, separate envelope should be submitted (Technical bid in Annexure II & Price bid in Annexure III) for individual item super scribing item code number and name.
8. With technical bid, the bidder should provide a copy of the price bid format (giving details of the items, accessories, spares etc.) without specifying the price other than one mentioned in Annexure-III of this tender document.
9. The delivery of equipments/ accessories/ spares will be taken at specific point/location/are at Patna Women's College.
10. The manufacturer will give an undertaking that during warranty and after expiry of comprehensive warranty period, if required, be responsible for annual Maintenance of the supplied item/equipment for providing AMC. Annexure- IV & VII
11. The supplier has to provide Bank Draft as performance security deposit after receiving the supply order.
12. The documents required for release of payment are mentioned at Annexure- VIA & VI B
13. The Guidelines for AMC is available at Annexure- VII and format for submitting AMC charges is at Annexure- IX

ANNEXURE – VIII

Form for submitting the AMC charges

Name of Equipment / Material

(.....)

Equipment / Material code No.....

The AMC/CMC charges per year

S.No.	Year	AMC/CMC Charges per year in Rs
1.	I	
2.	II	
3.	III	
4.	IV	
5.	V	

Signatures of Authorized Signatory

Place:

Designation

Date:

Seal