



## Projects & Development India Limited

( A Govt. of India Undertaking )

Post Box No.125,A-14, Sector-1 , Noida - 201301 ,

Dist. Gautambudh Nagar , Uttar Pradesh Phone -

0120-2529842/43/47/51/53/54

Fax - 01202529801/2541493

GSTIN No: 09AABCP1722G1ZP

CIN:U74140UP1978GO1028629

### **INVITATION TO BID** (Open Domestic Bidding)

<b>To :</b> Open Vendor	<b>ITB Number</b>	11/PNMM/E/4712/2021-22/101256
	<b>Type of Bid</b>	Two Part
	<b>Type of Opening</b>	Public Opening
	<b>Date of Issue</b>	08.12.2021
	<b>Bid Closing Date</b>	15-12-2021 Time: 3:00:00 PM
	<b>Tech. Bid Opening Date</b>	16-12-2021 Time: 3:00:00 PM
	<b>Price Bid Opening Date &amp; Time</b>	SHALL BE INTIMATED LATER
	<b>Venue of Bid Opening</b>	PDIL NOIDA
	<b>Earnest money Deposit</b>	N.A
	<b>Delivery/Completion Period</b>	4 WEEKS
<b>Tenure/Periodicity of Contract AS PER CLASUE 6.0 OF ANNEXURE-III OF ITB</b>		

Projects & Development India Limited (PDIL) is a Govt. of India Undertaking under the administrative control of the Dept. of Fertilizers, Ministry of Chemicals and Fertilizers. PDIL invites e-bid through CPP Portal for under mentioned job subject to terms and conditions enclosed.

**Bidder are requested to on board themselves on GeM portal for participating in similar tenders in future.**

SL. No.	Material/HSN Code/ SAC Code	Description	Unit
10	/ 997331	Microsoft Enterprise Agreement_1yr	AU
10.1	/ 997331	CoreCAL ALNG SA MVL DvcCAL	EA
10.2	/ 997331	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	EA
10.3	/ 997331	SysCtrStdCore ALNG SA MVL 16Lic Core Lic	EA
10.4	/ 997331	WinSvrSTDCore ALNG SA MVL 16Lic Core Lic	EA
20	/ 997331	Microsoft Enterprise Agreement_2yr	AU
20.1	/ 997331	CoreCAL ALNG SA MVL DvcCAL	EA
20.2	/ 997331	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	EA



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20.3	/ 997331	SysCtrStdCore ALNG SA MVL 16Lic Core Lic	EA
20.4	/ 997331	WinSvrSTDCore ALNG SA MVL 16Lic Core Lic	EA
30	/ 997331	Microsoft Enterprise Agreement_3yr	AU
30.1	/ 997331	CoreCAL ALNG SA MVL DvcCAL	EA
30.2	/ 997331	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	EA
30.3	/ 997331	SysCtrStdCore ALNG SA MVL 16Lic Core Lic	EA
30.4	/ 997331	WinSvrSTDCore ALNG SA MVL 16Lic Core Lic	EA

For & on behalf of  
Projects & Development India Ltd.

(P. R. Sahu)

Addl. General Manager (MM)

**Renewal of Enterprise Agreement for Microsoft Software Products for three years****List of Contents**

<b>Sl. No.</b>	<b>Description</b>
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2.	Annexure II : Instruction to Bidders
3.	Annexure III : General Conditions of Contract (GCC)
4.	Annexure IV : Check List
5.	Annexure V : Instructions to fill the Price Schedule
6.	Annexure VI : Format of Details of Payment
7.	Annexure VII : Declaration by Bidder Regarding Holiday or Black-listing
8.	Annexure VIII: Scope of Services
9.	Annexure IX: Declaration for Bid Security
10.	Annexure X : Format of Security Cum Performance Bank Guarantee / Security Deposit
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**ANNEXURE-I**

**Renewal of Enterprise Agreement for Microsoft Software Products for three years**

**Pre Qualification Criteria (PQC)**

The bidders pre-qualification criteria (PQC) shall be:

1. The bidder has to be authorized by Microsoft (OEM) to quote for the subject enquiry. To qualify the above criteria, the bidder shall submit authorization letter/mail from OEM.
2. The bidder must have Average Annual Financial turnover of Rs 23.41 Lakh during the last 03 (three) financial years, ending 31<sup>st</sup> March 2020.

To meet the above criteria ,the bidder is required to submit copy of Audited Annual Report /Profit & Loss account or Chartered Accountant's certificate for turnover for the last 03 (three) financial years.

**ANNEXIURE – II****Renewal of Enterprise Agreement for Microsoft Software Products for three years****Instruction to Bidders (e-Procurement)**

- 1.0 A bidder who meets the Pre-Qualification Criteria (PQC) 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 respect as per terms & conditions of contract on or before the bid closing date and time.
- 2.0 **Submission of Bids:** Bids shall be submitted as detailed below:
- 2.1 Bidders to submit the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>). **No other mode of Bidding shall be allowed.**
- 1) Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the **e-procurement / e-tender portal** is a prerequisite for **e-tendering**.
  - 2) Bidder should do the enrollment in the e-procurement site using the “Click here to Enroll” option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid email\_id. All the correspondence shall be made directly with the contractors/bidders through email\_id provided.
  - 3) Bidder need to login to the site thro’ their user ID/ password chosen during enrollment/registration.
  - 4) Then the Digital Signature Certificate (Class II or class III Certificates with signing key usage) issued by SIFY / TCS / nCode / e-Mudra or any Certifying Authority recognized by CCA India on e-Token / SmartCard, should be registered.
  - 5) The Digital Signature Certificate (DSC) that is registered only should be used by the bidder and should ensure safety of the same.
  - 6) Contractor/Bidder may go through the ITB / tenders published on the site and download the required ITB documents/schedules for the tenders he/she is interested.
  - 7) After downloading / getting the ITB / Tender document/schedules, the Bidder should go thro’ them carefully and then submit the documents as asked, otherwise bid will be rejected.
  - 8) If there are any clarifications, this may be obtained online thro’ the tender site, or thro’ the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
  - 9) Bidder then logs in to the site through the secured log in by giving the user ID/ password chosen during enrolment/registration and then by giving the password of the e-Token / Smart Card to access DSC.
  - 10) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the ‘my tenders’ folder.
  - 11) From my tender folder, he / she selects the tender to view all the details indicated.

- 12) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 13) Bidder, in advance, should get ready with the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, permitted. Bidder Bid documents may be scanned with 100 dpi with black and white option. However of the file size is less than 1 MB the transaction uploading time will be very fast.
- 14) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- 15) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission, this will facilitate the bid submission process faster by reducing upload time of bids.
- 16) Bidder should submit the Tender Fee/ EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the instrument should be uploaded as part of the offer.
- 17) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 18) The bidder has to select the payment option as offline to pay the Tender FEE / EMD as applicable and enter details of the instruments.
- 19) The details of the DD / any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.
- 20) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 21) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 22) If the price bid format is provided in a spread sheet file like BoQ\_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. the Price Bid / BOQ template must not be modified / replaced by the bidder; else the bid submitted is liable to be rejected for the tender.
- 23) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). the TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.

- 24) After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
  - 25) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. the bidders should follow this time during bid submission.
  - 26) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during id submission & not be viewable by any one until the time of bid opening.
  - 27) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
  - 28) The confidentiality of the bids is maintained since the secured Socket Layer 128 confidentiality technology is used. Date storage encryption of sensitive fields is done.
  - 29) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
  - 30) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallel for any further queries, the bidders are asked to contact over phone: 1-800-233-7315 or send a mail over to [cppp-nic@nic.in](mailto:cppp-nic@nic.in).
- 2.2 Bidders are required to submit their bids under two packets/folders as created at the CPP Portal as detailed below:

**Folder/Package 1: (EMD, PQ and Technical Unpriced Bid):**

**This folder shall be uploaded with following documents:**

- 1) Declaration for Bid Security as per Cl. 6.0 below.  
OR  
A copy of valid Registration Certificate, in case of NSIC/MSE registered Companies.
- 2) Annexure-VI Format of Bank Details (RTGS) for on line payment, all the details duly filled in.
- 3) Documents in support of 'Pre-Qualification Criteria" as per Annexure-I, attached.
- 4) Complete ITB documents duly signed & stamped in each page with "Deviations"/"Exception" sheet (if any) and all Annexure duly filled in.
- 5) **Price Confirmation Copy** - A copy of Priced offer SOR/Price Schedule to be uploaded by Bidder in the Portal), keeping price blank (hiding the price) and in place indicating "Quoted" or "Not Quoted ", as a confirmation of price quoted against the enquired item and GST, shall be submitted.
- 6) Copy of Check List as Annexure-IV enclosed, duly filled by the bidder making all the points clear and not leaving any voids.

- 7) Photo copy of PAN card.
- 8) GSTN of your company and HSN / SAC Code for the item / service against which bid is invited.
- 9) Any other document as per the requirement specified in the ITB

**Folder/Package 2: (Price Bid):**

Bidder shall fill the Price/Rate in the SOR format (Price Schedule) after downloading it from CPP Portal. **Before filling the Price in downloaded SOR/Price Schedule, Bidder must read the 'Instructions to fill the Price Schedule' in Annexure-V.**

**3.0 Opening of Bids**

**Bid shall be opened online at CPP Portal using openers' DSC.** Only Folder/Package1 will be opened on Technical Bid Opening Date. Price Bids (Folder/Package2) will be opened for only those bidders which will be considered technically and commercially acceptable. **The Price Bid opening schedule shall be intimated at the Portal itself.**

**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 may 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 may 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 price by the bidder in the Schedule of Rate (SOR)/Price Schedule, and order shall be awarded on Overall Lowest (L1) quoted bidder subject to provision of PPP for MSE-Order-2012 and Public Procurement (Preference to Make in India), Order 2017 read with the respective amendment. **(Refer Clause No. 5.2 to 5.5below).**

Incomplete Price Schedule may result into rejection of bid.

- 5.2 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.
- 5.3 Public Procurement (Preference To Make In India), Order 2017: Inline with 'Public Procurement (Preference To Make In India), Order 2017' of DIPP, only 'Local Supplier' are allowed to participate in this tender. Accordingly, Bidder shall provide a declaration as per format attached at Annexure-XI.
- 5.4 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.

- 5.5 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
- 5.6 The enquired services are not split-able.
- 5.7 It may be noted that Government of India has implemented **Trade Receivable Discounting System (TReDS)** to address challenges faced by MSMEs in delayed payments (after receipt/acceptance of Material/Services) from Government buyers leading to shortfall of Working Capital. TReDS is an online electronic institutional mechanism for facilitating the financing of trade receivables of MSMEs through multiple financiers. PDIL is already registered on the below mentioned TReDS platform:
- M/s Receivable Exchange of India (RXIL), Mumbai

**MSME Bidders who want to avail the TReDS facility are requested to register on the TReDS platform.**

- 6.0 **Earnest Money Deposit (EMD)** : Not Applicable. However, Bidder has to submit a declaration for bid security as per Annexure-IX

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.

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:** For any clarifications please contact to:

<p>HOD (Comp.) or his authorized representative          Projects &amp; Development India Limited          PDIL Bhawan, A-14, Sector-1          Noida – 201301          Tel: 0120 - 2539409(D),          2529842/43/47/51/91 (Extn. 441), Fax:          0120 – 2529801          E-mail: <a href="mailto:anupama@pdilin.com">anupama@pdilin.com</a>;  <a href="mailto:supriya@pdilin.com">supriya@pdilin.com</a>;</p>	<p>HOD (MM)          Projects &amp; Development India Limited          PDIL Bhawan, A-14, Sector 1,          Noida – 201 301          Gautam Budh Nagar (UP)          Tel: 0120-2529842/43/47/51/91 (Extn. 344,          301,115), Fax: 0120 – 2529801          E-          mail: <a href="mailto:prsahu@pdilin.com">prsahu@pdilin.com</a>; <a href="mailto:anjali@pdilin.com">anjali@pdilin.com</a>  <a href="mailto:sushilkumar@pdilin.com">sushilkumar@pdilin.com</a></p>
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15.0 Bids submitted thro' FAX and e-mail will not be accepted. No request from any bidder to PDIL to collect the bid from airlines, cargo agents etc. shall be entertained by PDIL.

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

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

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

**ANNEXURE-III****Renewal of Enterprise Agreement for Microsoft Software Products for three years****GENERAL CONDITIONS OF CONTRACT (GCC)****1.0 Scope of Contract**

The Scope of Contract/ Purchase Order (P.O), shall be as per 'Scope of Services' defined in Annexure-VIII along with '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 PDIL, Noida.

**4.0 Taxes and duties**

4.1 Goods & Service Tax (GST): GST shall be paid EXTRA as applicable as per GST law. Bidder shall clearly indicate the present applicable rate of GST in Percentage (%) in the price schedule/BOQ. Bidder shall also indicate corresponding HSN / SAC Code in the check list and shall also enclose a copy of GST registration certificate along with the unpriced offer.

4.2 GST Rate as quoted by the bidder(s) in the "Price Schedule" / Excel BOQ shall be considered for price evaluation purpose. However, GST rate corresponding to the exact HSN/SAC code for the enquired item shall be considered for order purpose. In case, the Lowest/ Overall Lowest (L1) bidder has quoted lower rate of GST, same shall be adjusted in their quoted basic price in the Order. In no case, basic quoted price shall be increased.

4.3 In case a bidder does not fill GST% in the Space/ Cell provided for GST in the "Price Schedule" / Excel BOQ, it shall be deemed that GST as applicable is included in the Total Price of the respective item.

4.4 PDIL shall avail Input Credit against payment of GST. Same will also be considered while evaluating the price bid. Relevant necessary documents shall be provided by the Contractor to enable PDIL avail the above credit set off. Bidders have to ensure that they should file the Tax return on time to avail input Tax credit, else the same shall be deducted from EMD/Security Deposit/Running Bills.

5.0 **Effective date of Contract:** Shall be 01.11.2021.

**6.0 Period for Contract:**

The Contract shall be valid for a period of Three (03) Years from the Effective date.

**7.0 Payment Terms**

Payment shall be released annually at the beginning of each year/ anniversary date after submission of invoice & acceptance duly certified by HOD (Computers):

- 7.1 100% annual payment towards existing licenses shall be released within 30 days of receipt of invoice on certification by HOD(Computers) or his authorized representative for the first year.
- 7.2 100% annual payment towards existing licenses and trueUp licenses shall be released within 30 days of receipt of invoice after anniversary date for subsequent years and declaration of trueUp in advance, on certification by HOD(Computers) or his authorized representative for the first year.
- 7.3 The above payments shall be released subject to submission of Security Deposit, as mentioned herein below, failing which the same amount shall be deducted from the Contractor's Bill(s).
- 7.4 All payments will be made by account payee cheque or direct transfer in bank account through RTGS.
- 7.5 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.

**8.0 Security cum Performance Guarantee/Security deposit**

- 8.1 Security Deposit for an amount equivalent to 3% of order value shall be submitted within 30 days of issuance of P.O. in the form of Bank Guarantee (BG). The same shall be valid to cover completion period of the Contract.

Security deposit shall be issued by any Scheduled/Commercial Bank. Format of Security cum Performance Guarantee/Security deposit is enclosed herewith at Annexure-X. In the absence of submission of Security cum Performance Guarantee, the equivalent amount after adjustment of EMD amt., if any, shall be adjusted from the bills.

- 8.2 No interest shall be payable on Security Deposit.
- 8.3 PDIL Noida, however, reserves the right to encash/ forfeit the Security cum Performance Guarantee, if the Contractor fails to execute the Contract and/or abide by all the terms and conditions of the P.O.
- 8.4 Security cum Performance Guarantee/Security deposit shall be refunded after 30 days of completion of Contract on the certification of HOD (Computer ), PDIL, Noida for due fulfillment of the contractual obligations and after adjusting the expenditure incurred by the Owner, if any, on account of any failure on the part of the contractor.

- 9.0 **Price reduction clause** : Not Applicable.

**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 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.

**12.0 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.

**13.0 Confidential Information**

Supplier shall not disclose confidential information to any third party without prior written consent of PDIL. Confidential information does not include any information which

- (i) is rightfully known to the recipient prior to its disclosure; (ii) is independently developed by the recipient without use of or reliance on confidential information; or (iii) is or later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or (iv) which would be required to be disclosed under the (Indian) Right to Information Act.

**14. 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 Contract shall be deemed to have been entered into at Noida and all cases of action in relation to the Contract shall, therefore, be deemed to have been assigned within its jurisdiction for respective Unit/location.

**ANNEXURE –IV****Renewal of Enterprise Agreement for Microsoft Software Products for three years****Check List**

(Bidder must confirm point by point and strike out whichever is not applicable)

Name of Bidder:

Offer No.:

Sl. No.	Description	ITB Requirement	Bidder's Confirmation/ Acceptance/ Comments
1.0	Price: Price to be quoted shall be firm and subject to no escalation till the execution of the Contract Period.	To Confirm	
2.0	Present applicable rate of GST (%) is indicated separately in the Price Schedule, in the space provided for.	To Confirm	
3.0	Period of Contract: Three (03) years from the effective date of contract	To Accept	
4.0	Validity: Shall be 90 days from date of opening of Technical Bid.	To Confirm	
5.0	<b>DOCUMENTS (DULY SIGNED BY AUTHORISED SIGNATORY &amp; STAMPED) TO BE FURNISHED WITH ENVELOPE-1:</b>		
5.1.	Relevant documents (copy duly signed and stamped) in support of Bidder's Pre-Qualification Criteria (PQC)' indicated in Annexure-I of ITB.	To Furnish	
5.2	Complete ITB documents duly signed & stamped on each page as a token of acceptance of all terms and conditions of ITB.	To Furnish	
5.3	Price Confirmation Copy: 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	To Furnish	
6.0	Photocopy of PAN Card	To Furnish	
7.0	Format of Details for payment, all the details duly filled in (Annexure-VII).	To Furnish	
8.0	Copy of GST Registration Certificate	To Furnish	
9.0	Name, Designation, Telephone Nos., Fax No. & e-mail of Contact Person for this Enquiry.		
10.	Whether the Company is registered as M S E (Micro & Small Enterprises) if 'Yes', indicate the registration No. and enclose a copy of Registration Certificate. (YES / NO.)		
10a.	Whether the M S E Company is owned by SC / ST (YES / NO.)		
10b.	Whether the M S E Company is owned by Woman (YES / NO.)		
11	Confirmation for preference sought by Bidder [either under PPP-2012 (MSE) or PP-2017 (Local Supplier)]		
12.	HSN/SAC CODE		
13	Confirmation of Acceptance to all Terms and Conditions of the Tender Document in totality		
It is confirmed that in case any of the terms and conditions mentioned in this summary are at variance with those indicated anywhere else in our offer, the condition indicated in this summary shall prevail.			

Signature of Bidder: \_\_\_\_\_

**ANNEXURE –V****Renewal of Enterprise Agreement for Microsoft Software Products for three years****Instructions to fill the Price Schedule**

- i). Bidder after downloading the Excel BoQ (Price Schedule) uploaded in the Portal, shall quote their Price in the given cells as per instruction given in the item description column.
- ii). A copy of Priced offer (BoQ to be uploaded by Bidder in the Portal), keeping price blank (hiding the price) and in place indicating "Quoted" or "√", as a confirmation of price quoted against the enquired item and GST, shall be submitted along with un-priced Techno-commercial Bid in Folder/Package1.
- iii). Bidders are requested not to temper/alter the Price Schedule Format.
- iv). Present applicable rate in % age and corresponding amount of GST against item shall be indicated in the Price schedule.
- v). Bidder to note that the quantity of licenses for specified software will change in 2<sup>nd</sup> and 3<sup>rd</sup> year as per 'TrueUp' licenses declaration.

Accordingly, Bidder has to mention the trueUp price for 1 license in the "PRICE SCHEDULE FOR TRUEUP" sheet of the BoQ. This quoted trueUp price for 1 license" shall not be considered for Bid evaluation. It will be considered at the time of declaration of trueUp on each anniversary date .

**ANNEXURE-VI****Renewal of Enterprise Agreement for Microsoft Software Products for three years****Format of Details for payment**

Bidders are required to submit the following details on the company's **letter head** for online transfer to amount to their account:

1.0	Contractor Name / Company Name	
	Address:	
	Phone No.	
	E-mail ID	
2.0 a.	Name of the Bank	
b.	Address of the Branch	
c.	Telephone No.	
d.	9 Digit Code number of the Bank and Branch appearing on the MICR Cheque issued by the Bank	
e.	11 Digit NEFT/IFSC Code of the Bank Branch	
f.	Account Type (SB/CC/CA)	
g.	Bank Account No.(as appearing on the Cheque)	
h.	Permanent Account Number (PAN) Under Income Tax Act.	
i.	GST Registration Number	
j.	Name of Authorized Signatory	
k.	Contact Person Name	

We hereby declare that the particulars given above are correct and complete

Authorized signatory of the bidder

Title

Designation

Date:



**ANNEXURE-VII**

**Renewal of Enterprise Agreement for Microsoft Software Products for three years**

(Self Declaration on Bidder's Letter Head as per below Performa)

**DECLARATION**

To,

Projects and Development India Ltd.

Noida – 201301

**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

### SCOPE OF SERVICE

1. PDIL is seeking proposals to select a Licensing Solution Provider (LSP) to provide competitive pricing and servicing for PDIL's Microsoft Corporation Software Licensing Enterprise Agreement (EA) for a three year contract term. The LSP will be required to service the Microsoft Enterprise Agreement on behalf of PDIL.

<b>Enterprise Enrollment number</b>	<b>47165527</b>
<b>Microsoft Agreement Number</b>	<b>E3293912</b>
<b>Level</b>	<b>A</b>
<b>Pool</b>	<b>Servers</b>

2. The following table represents the Microsoft products that will provide per unit prices that will make up the Agreement:

Sl.No	Software Description	Quantity
	<b>Microsoft Products</b>	
a)	CoreCAL ALNG SA MVL DvcCAL	500
b)	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	2
c)	SysCtrStdCore ALNG SA MVL 2Lic CoreLic	1
d)	WinSvrSTDCore ALNG SA MVL 16Lic CoreLic	13

**Processor to Core transition –**

- 1 Proc = 8 Core License
- 1 License qty. = 16 Core License.

3. The quantity of licenses for specified software will change in 2<sup>nd</sup> and 3<sup>rd</sup> year as per TrueUp licenses declaration.
4. The LSP has to mention the **TrueUp Price for 1 license** in the **Price schedule for trueUp** which shall not be considered for Bid evaluation. It will be considered at the time of declaration of TrueUp on each anniversary date:

S.No.	Item Name	Qty	Level	Pool	Price
1.	CoreCAL ALNG SA MVL DvcCAL	1*	A	Servers	
a.	TrueUp Yr 1				
b.	TrueUp Yr 2				
c.	TrueUp Yr 3				

5. The LSP is expected to provide at a minimum the following services:
- a. Provide discounted pricing to support cost reduction initiatives.
  - b. Maintain on-going communication and IT relationships throughout the lifecycle of the EA.
  - c. Actively engage with IT to understand and consume software assurance (SA) and EA benefits within 60 days post the new or renewal agreement.
  - d. Proactively liaise and manage software, desktop and server growth with PDIL IT personnel

- e. Process true-up orders within 30 days of the anniversary date.
  - f. Assist with Microsoft licensing questions, placing orders, fulfillment, and Microsoft Volume Licensing Center (MVLC) portal website access.
6. The service provider shall provide all possible support for usage and configuration of the software in order to keep the system running as well as troubleshooting any problem encountered by taking our system through remote.

**Annexure-IX**

**DECLARATION FOR BID SECURITY**

To,  
M/s Projects & Development India Limited  
A-14, Sector-1  
PDIL BHAWAN, NOIDA  
UTTAR PRADESH-201301  
SUB: BID SECURITY DECALARATION

Tender Id :.....

Dear Sirs,

We \_\_\_\_\_ (Name of the Bidder) hereby declare and accept that we will be suspended for 02 (two) years, if we withdraw or modify our Bid during its validity Or in the event of Order if we fail to sign the contract, or submit a Performance Security(PBG) as defined in the bid document or refuse to execute the Contract/Order.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal

**ANNEXURE-X**

**SECURITY CUM PERFORMANCE BANK GUARANTEE / SECURITY DEPOSIT**

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.
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 warrantees 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 warrantees then the BANK shall immediately pay to the PURCHASER on demand such sum or sums of money to the extent of Rs. \_\_\_\_\_ 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.
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 incorporated 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 Six (06) 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

**Annexure-XI**

**DECLARATION BY BIDDER REGARDING LOCAL CONTENT  
*(To be submitted in Bidders's LETTER HEAD)***

**To**

Projects & Development India Ltd.  
PDIL Bhawan, A-14, Sector-1  
Gautam Budh Nagar  
NOIDA (UP)

**SUB:** \_\_\_\_\_

**TENDER NO:** \_\_\_\_\_

**Dear Sir**

We, M/s \_\_\_\_\_ (*Name of Bidder*) hereby declare that we are a 'Local Supplier' as per definition in **Public Procurement (Preference To Make In India), Order 2017**-revision (2019) (issued by DIPP of Ministry of Commerce and Industry) and eligible to participate in this tender.

**Place:** [Signature of Authorized Signatory of Bidder]

**Date:** **Name:**

**Designation:**

**Seal of the Bidder:**