




3/22/2021

Bid Document for Supply, installation &
Commissioning & Maintenance contract of
Designing Softwares



Department of Information & Public Relations,
Government of Punjab
Main Secretariat – Sector 1, Chandigarh, 160001

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1. Notice Inviting Bids (Through e-tendering mode only)

Department of Information & Public Relations, Government of Punjab invites online bids from the OEM or its resellers for Supply, Installation & Commissioning of Designing Software's as defined in Scope of Work along with the Maintenance Contract of 2 years.

S.N.	Particular	Details
1.	Name of the work	Graphics Design Software "Adobe Creative Cloud for Teams with annual plan and Corel Draw Graphics Suite 2021 perpetual license with 1 year support for Windows and Mac computer systems.
2.	Date of e-tender publication & download	22-03-2021
3.	Last date and time for submission of bids	27-03-2021 18:30 Hrs
4.	Date and time of opening of technical bids	30-03-2021 11:00 Hrs
5.	Date of opening of financial bids	To be intimated later
6.	Cost of tender document & mode of payment	Rs. 500 /- (Rs. Five Hundred Only) through online mode.
7.	Earnest Money Deposit (EMD) through online mode	Rs. 25,000 /- (Rs. Twenty Five Thousand Only)
8.	PBG	3% of the Total Contract Value
9.	Contact details	Mr. Ashok Senior Assistant Mobile : 9780700800 Mr. Varun Bhardwaj, Programmer

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		Mobile : +91 9814586955
10.	Website for RFP reference	https://diprpunjab.gov.in and https://eproc.punjab.gov.in/
11.	Method of Selection	Least Cost Selection Method

Note:

1. In case a holiday is declared on any day, the event will be shifted to the next working day, same time.
2. All corrigendum / addendums / clarifications regarding this RFP shall be posted on the above mentioned websites only. No other communication or advertisement will be given.
3. OEM/Resellers fulfilling Eligibility Conditions for the bid, are eligible to apply for tender.
4. The bidders are requested to submit their bids strictly as per terms and conditions forming part of this document. Conditional bids shall not be accepted.
5. The decision of DIPR regarding evaluation/fulfillment of eligibility criteria shall be final and binding.
6. Any bid received later than the time and date of opening of Technical bids shall be rejected.
7. Any bid received without Earnest Money and/or the cost of bid document as specified in this tender document shall not be considered and shall be summarily rejected.
8. DIPR reserves the right to cancel the bid or postpone the bid and to accept/reject any or all bids without assigning any reasons thereof
9. Submission of bid by a Joint Venture or Consortium is not permitted.

2. Definitions

Unless the context otherwise requires, the following terms whenever used in this tender and contract have the following meanings:

- 1) "DIPR" means Department of Information and Public Relations, Punjab (which is the implementing agency of Designing Software). The contract will be signed through DIPR Punjab.
- 2) "Client" refers to DIPR.

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- 3) "Bidder" means OEM/Reseller who submits bid in response to this tender.
- 4) "Bid" means proposal submitted by bidders in response to this tender issued by DIPR Punjab for selection of "Service Provider".
- 5) "Committee" means the committee constituted by DIPR Punjab for evaluation of bids.
- 6) "Service Provider" means the OEM/Reseller, selected through competitive tendering process in pursuance of this tender, for supply, installation & commissioning & Maintenance contract of designing Software's under the contract.
- 7) "EMD" means "Earnest Money Deposit".
- 8) "PBG" means "Performance Bank Guarantee".
- 9) "Contract" refers to contract entered between DIPR Punjab and the Service Provider.

3. Instructions to Bidders

1. All information supplied by bidders shall be treated as contractually binding on the bidders on successful award of the assignment by DIPR PUNJAB on the basis of this tender.
2. Bids shall remain valid till 180 (one hundred and eighty) days from the date of submission of bids. DIPR Punjab reserves right to reject a proposal valid for a shorter period as non-responsive.
3. DIPR Punjab reserves the right to annul the tender process, or to accept or reject any or all the bids in whole or part at any time without assigning any reasons and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.
4. During process of evaluation of the bids, DIPR Punjab may, at its discretion, ask bidders for clarifications on their bids. The bidders are required to respond within the prescribed time frame given for submission of such clarification.

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5. EMD of the successful bidder will be released after the successful bidder signs the final agreement and furnishes the Performance Bank Guarantee (PBG) as performance security as mentioned in this tender.
6. EMD of all unsuccessful bidders would be refunded by DIPR Punjab as promptly as possible after signing of the agreement with the successful bidder.
7. The EMD submitted shall be interest free and will be refundable to the bidders without any accrued interest on it.
8. The EMD will be forfeited on account of one or more of the following reasons:-
 - a) Bidder withdraws its bid during the validity period specified in the tender.
 - b) Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
 - c) In case of a successful bidder, the said bidder fails to sign the Agreement in time; or furnish Performance Bank Guarantee in time.
 - d) If a bidder makes misleading or false representations in the forms, statements and attachments submitted in the bid documents.
9. The bidder shall be responsible for all costs incurred in connection with participation in the bid process.
10. The bids submitted by fax / e-mail etc. shall not be accepted. No correspondence will be entertained on this matter.
11. Failure to comply with the below requirements shall lead to the bid rejection:
 - a) Comply with all requirements as set out within this tender.
 - b) Submission of the forms and other particulars as specified in this tender and respond to each element in the order as set out in this tender.
 - c) Submission of all supporting documentations specified in this tender, corrigendum or any addendum issued.
12. DIPR Punjab may at its sole discretion and at any time during the evaluation of bids, disqualify any bidder, if the bidder has:
 - a) Made misleading or false representations in the forms, statements and attachments submitted in bid documents. The EMD/PBG of the bidder will also be forfeited in such cases.

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- b) Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years.
 - c) Failed to provide clarifications related thereto, when sought;
 - d) Submitted more than one bid (directly / indirectly);
 - e) Declared ineligible by the Government of India / State / UT Government for corrupt and fraudulent practices or blacklisted.
 - f) Submitted a bid with price adjustment/variation provision.
 - g) Documents are not submitted as specified in the tender document.
 - h) Suppressed any details related to bid.
 - i) Submitted incomplete information, subjective, conditional offers and partial offers submitted.
 - j) Not submitted documents as requested in the checklist.
 - k) Submitted bid with lesser validity period.
 - l) Any non-adherence/non-compliance to applicable tender content.
13. DIPR Punjab will constitute a committee to evaluate the bids submitted by bidders. No correspondence will be entertained outside the process of evaluation with the Committee.
14. The bids submitted will be opened at time & date as specified in the document control sheet by Committee or any other officer authorized by Committee, in the presence of bidders or their representatives who may wish to be present at the time of bid opening.
15. Committee may, at its discretion, call for additional information from the bidder(s) through email / telephone / meeting or any other mode of communication. Such information has to be supplied within the set out time frame as provided by Committee, otherwise Committee shall make its own reasonable assumptions at the total risk and cost of the bidder and the bid may lead to rejection.

4. Eligibility Criteria

The evaluation of the bidders will be carried out by the Committee as per the eligibility criteria defined in the tender document. Only the bidders who fulfill the given pre-qualification eligibility criteria shall be eligible for next

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round of evaluation i.e. financial bid evaluation. Non-conforming bids will be rejected and will not be eligible for any further processing. Eligibility Criteria is as below:

SN	Eligibility Criteria	Supporting documents
1.	Bidder should be a legal entity i.e. either of the following: <ul style="list-style-type: none"> • A company registered under the Indian Companies Act, 2013 / 1956 or • A partnership firm registered under the Limited Liability Partnerships (LLP) Act, 2008 or • A partnership firm or • Sole Proprietorship 	Any relevant document to prove that the bidder is a legal entity like Certificate of Incorporation, Certificate of Registration, Partnership deed, etc.
2.	The bidder, in case of reseller must have the Manufacturers Authorization Form (MAF)	Copy of the MAF from the OEM not less than 3 months old from the date of submission of bid
3.	The bidder should have at least 2 years of experience in dealing with graphics design software "Adobe S/w products or its equivalent and must have successfully implemented the Graphics Design Software "Adobe S/w Products or its equivalent" products in Govt. Organization/ PSU's.	Work order and completion certificate. In case completion certificate is not available, satisfactory certificate from the client.
4.	Bidder should have minimum annual average turnover of Rs. 30 Lakh in the last three financial years FY 17-18, FY 18-19, FY 19-20.	<ul style="list-style-type: none"> • Balance sheet for the last three Financial years • Income Tax Return of the last three Financial Years.

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SN	Eligibility Criteria	Supporting documents
5.	<p>The bidder shall submit the undertaking that the bidder:-</p> <ul style="list-style-type: none">a. Has not been ever under a declaration of ineligibility for corrupt or fraudulent practices and has never been blacklisted by any State Govt. / Central Govt. / Board, Corporations and Government Societies / PSU for any reason.b. Has not been ever insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by court or judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons.c. And their directors, partners and officers not have been convicted of any criminal offense related to their professional conduct or the making of false statements or misrepresentations as to their qualifications within a period of three years as on date of submission of bid or not have been otherwise disqualified pursuant to debarment proceedings.	Self-Certified letter
6.	The bidder should have valid GST registration certificate and PAN in the name of bidder.	Self-certified copy of relevant valid certificates

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SN	Eligibility Criteria	Supporting documents
7.	The signatory signing the bid on behalf of the bidder should be duly authorized by the Board of Directors / Partners of the bidder to sign the bid on their behalf.	Authorization letter
8.	Bidder to submit a letter from OEM confirming the following:- <ul style="list-style-type: none"> ➤ Software equipment should be covered under one year onsite comprehensive warranty from OEM. ➤ Installation & commissioning to be done by OEM or its authorized reseller/partner. 	Letter from OEM
9.	No additional cost shall be taken in case of any updates, patches, upgrade etc. during currency of contract.	Self-Certified letter
10.	The Bidder should have positive net worth after tax paid for each of the last three audited financial years FY 17-18, FY 18-19, FY 19-20	Certificate duly signed by Statutory Auditor/ CA of the Bidder confirming the net-worth and profit after Tax paid for each of the last three financial years FY 16-17, FY 17-18, FY 18-19

Note: Non-compliance with any of the above conditions by the Bidder Company will tantamount to non-eligibility for the services for which tender has been floated and its tender will be rejected summarily.

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5. Scope of Work

Through this tender, DIPR Punjab intends to enter into a one year Rate Contract with the OEM/Reseller for supply, installation & commissioning of the below mentioned designing softwares along with its maintenance.

Below softwares to be provided by the OEM/Reseller:

S.No	Item Description	Qty Required
1	Creative Cloud for teams – All Apps (Adobe-Latest Edition with annual plan)	4
2	Corel Draw Graphics Suite 2021 Enterprise Perpetual License – including 1 year full support (3 Pack)	4

1. All Softwares should be covered under one year onsite comprehensive warranty from OEM/ Reseller applicable from the final date of commissioning. The OEM must ensure 24 * 7 * 365 service support during warranty period through phone, email & web portal.
2. The Softwares should be delivered, installed and ready to use within 15 days from the date of work order by the OEM/Reseller
3. Service Provider will be responsible for ensuring proper packing, delivery and receipt of all the components at the DIPR Punjab. No extra payment would be made for delivery. The unit price quoted in the financial bid shall be inclusive of all such charges. In case of e-license, link should be shared by the Service provider so that softwares can be downloaded properly.
4. Any component if delivered is not operational, will be deemed/treated as non-delivery thereby excluding the DIPR Punjab from all payment obligations under the terms of this contract. Partial delivery of products is not acceptable and payment would be released as per terms only after full delivery, installation & commissioning.
5. Penalty is not applicable for reasons attributable to the DIPR Punjab and Force Majeure. However, it is the responsibility of the bidder to prove that the delay is attributed to the DIPR Punjab and Force Majeure. The

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bidder shall submit the proof authenticated by the bidder and DIPR Punjab official that the delay is attributed to the DIPR Punjab and Force Majeure along with the bills requesting payment.

6. General Contract Conditions

1. The Service Provider shall deliver the designing software and carry out its obligations under the contract with due diligence and efficiency in accordance with generally accepted professional standards and practices. The Service Provider shall always act in respect of any matter relating to this contract as faithful Service Provider to the Client. The Service Provider shall always support and safeguard the legitimate interests of the Client, in any dealings with a third party. The Service Provider shall conform to the standards laid down in the tender in totality.
2. This contract shall be valid for a period of 1 year from the date of signing of contract which may be extended on the same prices and terms & conditions for an additional period of 1 year by mutual consent.
3. The rates quoted in the financial bid shall be inclusive of all taxes. However, taxes shall be paid as applicable from time to time.
4. The prices shall remain fixed for the complete contractual period. No price change request will be accepted after opening of the bids and during the validity of the contract.
5. In the financial bid format, the bidder must quote prices of all components. If the bidder fails to quote price of any of the line item, then the bid of the concerned bidder shall be rejected.
6. If at any stage, it is found that the work has been subletted, the supply order will be canceled, PBG will be forfeited and payment for the job done will not be made. The contract shall be canceled and DIPR Punjab shall reserve the right to blacklist the vendor.
7. Applicable Law means the laws and any other instruments having the force of law in India as may be issued and in force from time to time. The contract shall be interpreted in accordance with the laws of the Union of India and the State of Punjab.

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8. The Contract shall be written in English language. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English language.

9. Termination of contract for default:

The Client or the Service Provider can terminate the contract in the event of default of terms and conditions of this tender or the subsequent contract by the other party by giving 2 months' written notice. In such case, the provisions under Exit Management clause shall apply.

10. Termination of contract for insolvency, dissolution etc.

The Client may at any time terminate the Contract by giving written notice to the Service Provider, if the Service Provider becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company. In this event termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to Client. In such case, the provisions under Exit Management clause shall apply.

11. Termination for convenience

The Client reserves the right to terminate, by prior written 2 months' notice, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for Client's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. In such case, the provisions under Exit Management clause shall apply.

12. Exit Management

1. On expiry or premature termination of the contract, the Service Provider shall handover the software license (e-license or in storage media) to the Client, failing which the Service Provider shall pay to the Client such damages, which shall be deducted from the pending payments or from the PBG.
2. The faults pointed out by during the inspection before taking over of the Softwares are to be rectified within two working days by the outgoing vendor, and for any delay in rectification of faults thus pointed out, the Client

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can get such Softwares repaired at its own level at the risk and cost of outgoing AMC vendor.

13. Force Majeure

1. The Service Provider shall not be liable for forfeiture of its PBG or termination of contract for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
2. "Force Majeure" means an event beyond the control of the Selected Bidder and not involving his fault or negligence, and unforeseeable event happening. Such events may include, but are not restricted to, acts of War or Revolution, riot or commotion, earthquake, fire, floods, epidemics, and quarantine restrictions.
3. If a Force Majeure situation arises, the Service Provider shall promptly notify the Authority in writing of such condition and the cause thereof. Unless otherwise directed by the Authority in writing, the Selected Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

14. Resolution of Disputes

If any dispute arises between parties, then these would be resolved in following ways:

1. Amicable Settlement: Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 7 days after receipt. If that party fails to respond within 7 days, or the dispute cannot be amicably settled

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within 10 days following the response of that party, then the second Sub clause of resolution of disputes shall become applicable.

2. Arbitration: (a) In the case of dispute arising upon or in relation to or in connection with the contract between the Authority and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation (Amendment) Act, 2015. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Authority and the Consultant, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. The Arbitration and Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.
3. Arbitration proceedings will be held at Chandigarh or SAS Nagar and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
4. The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Authority and the Supplier. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.
5. Legal Jurisdiction
All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Chandigarh or SAS Nagar, India only.

7. Payment Terms

1. Payment to the Service Provider shall be made in Indian Rupees through account payee cheque / NEFT / RTGS only.
2. Payment terms will be as follows:

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100% payment will be made after delivery, installation and commissioning of the equipment and post signing of the contract and on receiving the Performance Bank Guarantee.

3. 100% payment on delivery, installation and commissioning of the equipment shall be released to the vendor on production of following documents:

- Original copy of Invoice
- Original copy of Delivery Challan
- Original copy of Installation report
- One time undertaking from OEM with reference to the contract that it will ensure installation and commissioning of the software and provide 1 year warranty for the same with 24 * 7 * 365 service support.

4. Payments shall be subject to deductions of any amount for which the Service Provider is liable under the contract. Further, all payments shall be made subject to deduction of TDS (Tax Deduction at Source) at the rate applicable from time to time as per the Income-Tax Act, 1961 and any other applicable deductions/ taxes.

8. Financial Bid

1. All bidders who are declared qualified by Tender Evaluation Committee will be evaluated for Financial bids and bidder offering lowest cost as per the bid format mentioned below would be termed as L1 (Least Cost) bidder or the Service Provider.
2. In case the evaluated bid amount of two or more bidders are the same, then the firm having higher average turnover from the last three Financial Years i.e. 17-18, 18-19 and 19-20 will be declared as L1 bidder or the Service Provider.
3. The Selected bidder will be notified through a letter of Award which will form an integral part of Contract Agreement.

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4. Financial bid needs to be submitted on the State e-tender portal only i.e. <https://eproc.punjab.gov.in>. No hard copies or Scanned copies will be accepted.

Format for the Financial Bid is given below:

S.No	Item Description	Quantity Required	Amount Inclusive of All Taxes in figures	Amount Inclusive All Taxes In words
1	Creative Cloud for teams – All Apps (Adobe- Latest Edition with annual plan)	4		
2	Corel Draw Graphics Suite 2021 Enterprise Perpetual License – including 1 year full support (3 Pack)	4		
Grand Total				

Total Price in words will be used for declaring L1.

9. Penalties

SN	Activity	Deliverable	Target / Service Level	Penalty for delays beyond target level
1.	Submission of PBG	PBG	07 days from the issue of Letter of award	Rs. 1,000/- per day

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2.	Signing of contract	Signed contract	10 days from issue of Letter of award	Rs. 1,000/- per day
3.	Resolution of the complaints and Service Support during warranty period (including the cases where the Software is required to be replaced)	Issue Resolved	Within T0 + 6 hours of lodging of complaint.	For a delay beyond 6 hours:- Rs. 1000/- per hour (or part thereof) per license The rate of penalty shall be doubled after every 24 hours in case the reported issue is not resolved.
4.	Repeated occurrence of the issues in Software despite resolutions by the Service Provider	Permanent replacement of the Software with a new one of equal or higher specification	Within T0 + 30 days of lodging of complaint.	Rs. 5000 /- per day
5.	Delivery, Installation and Commissioning of Designing Software	Designing software as per the scope of work	Within 15 days from the letter of award	Rs. 1000/- per day

Note: Penalties shall be recovered from pending payments or from PBG.

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