

**PUNJAB ENGINEERING COLLEGE
(DEEMED TO BE UNIVERSITY)
CHANDIGARH**

E-TENDER DOCUMENT

FOR

SUPPLY OF

GIS SOFTWARES

FOR

**PUNJAB ENGINEERING COLLEGE
(DEEMED TO BE UNIVERSITY)
CHANDIGARH**

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CHAPTER-1

From

The Director,
Punjab Engineering College,
(Deemed to be University)
Sector-12, Chandigarh.

To

M/S _____,

E-mail address:--

Memo. No. _____ Dated, _____ Chandigarh,

Subject: Invitation of Bids through e-tendering for supply of GIS SOFTWARES for PEC Sector-12, Chandigarh

The Punjab Engineering College, (Deemed to be University) Sector-12, Chandigarh hereby invites bids through e-tendering process for the purchase GIS SOFTWARES of specifications mentioned in detailed Tender Document which can be downloaded from the website **<http://etenderes.chd.nic./nicgep>**. free of cost.

The last date for submission of E-Tender (Online) is **01.03.2018 up to 01:00 P.M.** and for EMD in physical form is **01.03.2018 upto 10:00 A.M.** All the e-tenders (Technical Bid On-line) received shall be opened **on 01.03.2018 at 03:00 P.M.** in the presence of bidders, or their authorized representatives, if they wish to be present. All rights of rejection / acceptance wholly or partly any or all tenders are reserved with the Director-PEC. The Punjab Engineering College, (Deemed to be University) Sector-12, Chandigarh will not be responsible for any delay.

Director,
Punjab Engineering College,
(Deemed to be University)
Sector-12, Chandigarh.

Punjab Engineering College, (Deemed to be University), Sector-12, Chandigarh

E-TENDER NOTICE

The e-tenders are, hereby, invited from for the supply of GIS SOFTWARE through e-tendering process.

1.	Date of Publication	16.02.2018 at 03:00 P.M.
2.	Downloading of e-tender document	Start date: -- 16.02.2018 at 04:00 P.M. End Date :-- 01.03.2018 at 01:00 P.M.
3.	Date of Pre-bid Conference	Date & Time: 16.02.2018 at 11:30 A.M. Venue: In the office of Coordinator - CoEGT , Punjab Engineering College, (Deemed to be University) Sector-12, Chandigarh.
4.	Date of submission of e-tender	Start date: -- 16.02.2018 at 03:00 P.M. End Date :-- 01.03.2018 at 01:00 P.M.
5.	Physical submission of EMD amounting to Rs. 2,00,000/-	Start date: -- 16.02.2018 at 03:00 P.M. End Date :-- 01.03.2018 at 01:00 P.M. (At Punjab Engineering College, (Deemed to be University) Sector-12, Chandigarh)
6.	Opening of Technical Bid (Online)	01.03.2018 at 03:00 P.M. (At Punjab Engineering College, (Deemed to be University) Sector-12, Chandigarh)
7.	Opening of Price Bid of bidders whose Bid qualifies as determined by Purchase Committee.	To be intimated later on.

1. The Bid Document can be downloaded from the website

<http://etenders.chd.nic./nicgep>.

2. All other terms and conditions, instructions to bidder regarding e-tendering process etc. may kindly be seen from the Detailed Notice Inviting Tender (DNIT) available on the above noted website of Chandigarh Administration. The undersigned reserves the rights to reject any or all tenders without assigning any reasons.

Director, Punjab Engineering College,
(Deemed to be University)
Sector-12, Chandigarh.

INTRODUCTION

The Punjab Engineering College, (Deemed to be University) Sector-12, Chandigarh is providing engineering education at UG/PG/Ph.D level. The Institute is fully funded institution of the Chandigarh Administration. It is governed by Board of Directors. The Director, Punjab Engineering College, (Deemed to be University) Sector-12, Chandigarh exercising executive powers conferred upon him intends to purchase GIS SOFTWARES for its use in the institution. This tender document has been prepared to purchase GIS SOFTWARES by the E-Tendering Process. The said software is a proprietary item of M/s ESRI India Technologies Limited, as per certificate provided by the core committee of **Centre of Excellence of Geospatial Technologies (CoEGT)** at PEC Chandigarh.

CHAPTER-2

**Punjab Engineering College,(Deemed to be University)
Sector-12, Chandigarh**

**E-TENDER FOR THE SUPPLY OF GIS SOFTWARES
(CHECK LIST FOR ONLINE SUBMISSION OF TENDER)**

1.	Name, Address and Contact Numbers of the firm/ Organization	Yes / No
2.	Whether copy of License/ Certificate regarding Manufacturing/ Authorized Distributor/Reseller for supplying of GIS SOFTWARES issued by the competent authority has been uploaded?	Yes / No
3.	Whether EMD Rs. 2,00,000/- (Rupees Two lacs Only) in the shape of Fixed Deposit Receipt duly pledged in favour of the Director Punjab Engineering College, (Deemed to be University) Sector-12, Chandigarh payable at Chandigarh has been uploaded? If yes, mention Bank Name, FDR No. and Date of the same.	Yes / No
4.	Whether 'Not Black Listed' Affidavit has been uploaded?	Yes / No
5.	Copy of Income tax returns duly received by Income Tax department along with Balance Sheets of last 2 Assessment years duly audited by the Chartered Accountant uploaded?	Yes / No
6.	Proof of supplying GIS SOFTWARES in India to any Government/Semi Government bodies in last 3 years uploaded.	Yes / No
7.	Attested photocopy of PAN Card & GST No. uploaded	Yes / No
8.	Name, address, contact, number, designation/capacity of person signing tender document uploaded.	Yes / No
9.	Name, Address, Contract No. of Entrepreneur/Partners/Proprietor /Board of Directors of tenderer on letter pad of tenderer uploaded.	Yes / No
10.	Copy of partnership deed, constitution and memorandum of association of tenderer uploaded.	Yes / No
11.	Proof of original manufacturer/Authorized seller in India uploaded	Yes / No
12.	Proof of signing authority in the shape of power of attorney/ decision of partnership firm/proprietorship firm / decision of Board of Director of companies uploaded.	Yes / No
13.	Certificate duly signed by the authorized person that material is proprietary article of Original Equipment Manufacturer(OEM)uploaded	Yes / No
14.	Certificate that rates quoted in financial bid are not more than the rates quoted to any other government department / institution in India uploaded	Yes / No

Place: _____ Signature of Tenderer _____

Dated: _____ Full Name of the Tenderer _____

Address _____

**Punjab Engineering College, (Deemed to be University)
Sector-12, Chandigarh**

TENDER FOR SUPPLY OF GIS SOFTWARES FOR PEC- CHANDIGARH

INSTRUCTIONS/TERMS AND CONDITONS FOR THE TENDERER

1. The Bidders shall have to submit their Bids online in Electronic Format Digital Signatures. For participation in the e-tendering process, the Bidders need to register themselves on <http://etenders.chd.nic./nicgep>. On registration, they will be provided with a user ID and a system generated password enabling them to submit their Bids online using Digital System Certificates (DSC).
2. Tenders without digital signatures will not be accepted by the Electronic Tendering System. **No Tender will be accepted in physical form** and in case, it has been submitted in the physical form, it shall be rejected out rightly.
3. Bids will be opened online as per time schedule mentioned in e-tender notice.
4. Before submission of online Bids, Bidders must ensure that self-attested scanned copies of all the necessary documents as mentioned in Chapter 3 “Schedule of Requirement” of this tender document have been uploaded with the Bid, failing which their bids may be out-rightly rejected and will not be considered.
5. The Punjab Engineering College, (Deemed to be University) Sector-12, Chandigarh will not be responsible for any delay in online submission of the Bids due to any reason whatsoever.
6. It will be mandatory for all the Bidders to upload all the documents mentioned under ‘Tender Details’ template read under ‘Cover Details’.
7. Bidders must have the scanned copies of EMD as specified in the tender documents and Hard Copies of all the Eligibility Documents as uploaded by them.
8. The details of EMD specified in the Tender Documents should be the same as submitted online (scanned copies), otherwise tender will be rejected.
9. The conditional bids shall not be considered and may be out rightly rejected in very first instance.

10. The Director, Punjab Engineering College, (Deemed to be University) Sector-12, Chandigarh shall not be responsible in case system fails to open the bids due to any technical problem at the time of opening of bids.
11. An affidavit as per specimen enclosed as **Annexure-A'** should accompany the tender. The tenderer who has been Black-listed or his/her tenders/supply order have ever been cancelled or any legal proceedings have ever been initiated/pending by any State/UT/Central Government, his/her tender will be out rightly rejected.
12. Downloading and submission of Tender will be done by e-tendering process through the website of Chandigarh Administration **<http://etenders.chd.nic.in/nicgep>**.
13. **EARNEST MONEY DEPOSIT (EMD):** The Tender should be accompanied with Earnest Money i.e. **Rs. 200000/- (Rupees Two Lac Only)** to be paid in the shape of Fixed Deposit Receipt (FDR) or Bank Guarantee from the any commercial bank in an acceptable form in favour of The Punjab Engineering College, (Deemed to be University) Sector-12, Chandigarh which shall be valid for one year. No bidder will be exempted from submission of EMD as mentioned in GFR. The EMD deposited by the bidder in respect of another similar tender will not be considered against this tender. **Scanned copy of EMD issued by Bank duly pledged in favour of Director Punjab Engineering College (deemed to be university) Chandigarh and countersigned by the bidder must be uploaded.**

The EMD of unsuccessful tenders will be refunded at the earliest after expiry of the final validity period and latest on or before the 30th day after award of the contract. No interest will be payable on EMD. The EMD will be forfeited, if the bidder withdraws his/her bid after submission of the Tender. Tender without EMD received in physical form shall not be considered.”

14. **GUARANTEE/WARRANTY:**

The technical support against usage of softwares procured shall be for a period as mentioned in Terms and Conditions, on account of support starting from the date of satisfactory installation, training and handling over of the software at site in working order to the satisfaction of concerned department. During the guarantee/warranty period, the replacement of any part of the software or rectification of defects of work will be free of cost.

15. **TECHNICAL BID**

The tenderer should upload scanned copy of documentary proof of eligibility as mentioned in Chapter 3 “Schedule of Requirement” of this tender document.

16. The Financial Bid through e-tendering of bidder will be opened if it qualify in the technical bid.

17. **FINANCIAL BID**

The Financial Bid shall be quoted by the bidder/tenderer through e-tendering. **The Financial Bid should contain Price Schedule only.** The rates should be mentioned both in figures as well as in the words. Any change in rate quoted by the tenderer afterwards will entail forfeiture of Earned Money & Cancellation of tender and blacklisting of the firm as per instructions of the Chandigarh Administration.

18. The rates quoted should be F.O.R. destination at The Punjab Engineering College, (Deemed to be University) Sector-12, Chandigarh including packing, forwarding, postage, printing charges, GST , levies Octroi, Insurance, Carriage, Transportation, loading, unloading, freight etc. The bid shall remain valid for 90 days from the date of opening of the financial bid. The institute has custom duty exemption. The same may be verified from the website of institute i.e. www.pec.ac.in.

19. The bidders/tenderers/distributors quoting the tender should have their support center in/around Chandigarh within 50km, so that the maintenance/repair of the software can be attended to in case of any breakdown in the shortest period. AMC/CAMC may be given to the bidder/company directly or to its authorized agents in or around Chandigarh having service stations for immediate repair. The successful bidder, if found not attending to the complaint within 72 hours and not ensuring in working of the software 95 % of the 365 days of the AMC/CAMC, bidder will be made ineligible to participate in future tenders floated by Chandigarh Administration and shall be blacklisted after affording of opportunity for hearing.

20. **CAMC**

1) The firm should quote the charges for Comprehensive Annual Maintenance Contract (CAMC) as per Terms and Conditions in Chapter 4. List of all items along with their rates covered under CAMC may also be mentioned. During

the service contract period, the firm will provide four support visits per year in addition to attending all emergency support required at site. The uptime guarantee of 95 % also apply to CAMC period.

- 2) **The rates of equipment and CAMC should be quoted separately. CAMC will be awarded after warranty on the basis of policy of** The Punjab Engineering College, (Deemed to be University) Sector-12, Chandigarh.
- 3) The prospective bidders, who are manufacturers, shall submit an undertaking from the **Original Equipment Manufacturer (OEM)/Sole Distributor in India** that they are willing to provide support for the period of warranty as mentioned and also during the additional CAMC/AMC period. The OEM shall also assure continuity of service to their product, in the event of change in dealership or the bidder –their existing dealers –couldn't provide service during the warranty/AMC period. The undertaking to this effect should also be uploaded along with Technical Bid.

21. **DEMONSTRATION:**

The bidder/tenderer quoting tender will have to give demo in time bound period not exceeding 15 days from the date of qualifying the technical bid, failing which his technical bid will be cancelled and bid will not be opened. No separate letter will be issued for demo and the absence of the firm at the time of opening of tender will not be entertained as excuse for exemption from this clause. No extension beyond 15 days shall be allowed in any case. In the event of its failure the earnest money will be forfeited.

22. The acceptance of tender will have binding effect on the tenderer and has to supply the tendered items/ordered items within the stipulated period as mentioned in the supply order. Subletting of Contracts shall not be allowed under any circumstances.
23. The award of work order, when issued to the successful bidder, constitutes the contract with collateral support from terms and conditions of the tender invitation notices as well as formal agreement on non judicial stamp paper, all of which finally form contractual obligations to be adhered to /performed by the bidder and the non performance of any of such obligations make the bidder liable for consequential effects i.e. blacklisting forfeiture etc.
24. The bid shall not contain corrections, erasures or over writing in the financial bid except duly attested by the bidder at the time of opening the bid.
25. The successful bidder shall have to execute an agreement with The Punjab Engineering College, (Deemed to be University) Sector-12, Chandigarh on a non-judicial

stamp paper of Rs. 200/- (Rupees Two Hundred Only) within 10 days as may be conveyed in this regard and in case they failed to do so, The Director Punjab Engineering College, (Deemed to be University) Sector-12, Chandigarh shall be at liberty to forfeit the earnest money, security deposit, cancel the supply order and get the supplier black-listed as per policy of Chandigarh Administration.

26. **PERFORMANCE SECURITY DEPOSIT:**

The successful tenderer will have to deposit performance security @ 5% of the total supply order value in the shape of Account Payee Demand Draft/Fixed Deposit Receipt (FDR) from a commercial bank duly pledged in the name of The Director Punjab Engineering College, (Deemed to be University) Sector-12, Chandigarh within 15 days of issuance of letter of intent by the competent authority and the security deposited in connection with any other similar tender will not be considered against this tender. Thereafter, the purchase/supply order will be issued. If successful tenderer fails to submit requisite performance security deposit within prescribed 15 days, the Earnest Money will be forfeited and The Punjab Engineering College, (Deemed to be University) Sector-12, Chandigarh shall be at liberty to get the said order executed from other firm/company at the risk & cost of successful bidder. The validity of Performance Security Deposit shall be remain valid for a period of sixty days beyond the date of completion of guarantee/warranty period starting from the satisfactory installation of the equipment. The fresh Performance Security @ 5 % of the value of CAMC shall be submitted, having validity till the expiry of CAMC Period of 05 years and two months, along with execution of CAMC Agreement at least one month before expiry of warranty period.

27. **INSPECTION OF MATERIAL:**

The Inspection Committee of The Punjab Engineering College, (Deemed to be University) Sector-12, Chandigarh will inspect the software supplied by the tenderer in response to the purchase order/indent of the Punjab Engineering College, (Deemed to be University) Sector-12, Chandigarh or at any other designated place within the jurisdiction of U.T., Chandigarh. The Director Punjab Engineering College, (Deemed to be University) Sector-12, Chandigarh reserves the rights to reject the goods supplied if same are not found in accordance with the required description/specifications.

28. **SUPPLY OF ORDERED SOFTWARE & PAYMENT:** The successful tenderers should supply the software within 30 days from the date of placing the

supply order and in the event of finding the goods in order by the Inspection Committee after inspection; the payment will be released thereafter.

29. The timely delivery as stipulated in the supply order has to be strictly adhered to by the tenderer and in case of any request for extension of time made by the said tenderer in writing, the same shall be considered by the competent authority subject to the payment of penalty as provided in the terms and conditions of the tender
30. **PENALTY:** The Punjab Engineering College, (Deemed to be University) Sector-12, Chandigarh, without prejudice to other remedies available under the terms & conditions of the agreement, reserves the right to impose penalty on tenderer if he/she fails to supply the material within stipulated period from the date of placing of supply order. Penalty @ 0.2 % of value of delayed portion of supply order per day will be levied subject to maximum of 10 % of total value of delayed portion of supply order. Agreement will be terminated if supply is not made within stipulated period or within further extended period if allowed by The Director Punjab Engineering College, (Deemed to be University) Sector-12, Chandigarh. **The supply order will stand automatically cancelled if the supply is not made within the stipulated period including extension period.**
31. In case, there is any variation in the specifications/samples approved vis-à-vis the supply received, then the supply order shall be cancelled and security deposit & earnest money shall be forfeited without prejudice to other remedies.
32. In case of defected supply, the bidder/tenderer will be informed to lift the said supply within 05 days from the date of issuance of said letter by the competent authority at his own cost. The competent authority also reserves a right to impose any penalty as deemed fit in case of the said software are not installed after the expiry of specified period and may order to remove the said goods from the premises of the institution at the cost of tenderer.
33. **FORCE MAJEURE:** If at any time, during the continuance of this agreement, the performance in whole or in part by either party, of any obligation under this agreement be prevented or delayed by reason of any floods, explosions, epidemics, quarantine restriction or act of God (hereinafter referred to as events), a notice of happenings of any such eventuality is to be given by either party within 07 days from the date of

such occurrence thereof to the other party and neither party shall due to reason of such event be entitled to terminate this agreement nor shall either party have any such claim for damages against the other in respect of such nonperformance or delay in performance. The operation of agreement shall be resumed as soon as practicable after such event may come to an end or cease to exist and the decision of The Director Punjab Engineering College, (Deemed to be University) Sector-12, Chandigarh as to whether the operation have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or in part of any obligation under this agreement is prevented or delayed by reason of any such event for a period exceeding 30 days, either party may at his option terminate the agreement.

34. Tender received through e-tendering shall be opened by the e-Procurement Cell as per Schedule given in Tender Notice in e-Procurement Cell in presence of tenderer or his/her authorized representative, if they wish to be present. In the event of the date of receipt or opening of Tender being declared a holiday, the due date of receipt/opening of the Tender will be the next working day at the same hours.
35. Tender is non transferable.
36. The rates will be accepted on the distinct understanding that these are not charged higher than those charged from the DGS&D, any other department in UT, Chandigarh and surrounding states of Haryana, Punjab & Himachal Pradesh and PGI Chandigarh. No price revision will be accepted by the competent authority during the currency of the agreement.
37. **BLACK LISTING OF TENDERER:** Tenderer participating in the tender and short listed after due processing of tender can be blacklisted, as per Chandigarh Administration Notification no. 1927-F&PO(3)-2009/1170, dated 27th February, 2009 for non-fulfilling the requisite requirements of the tender documents/supply order or for concealing any information or for furnishing any false documents/statements in the tender.
38. The bidders must supply customer satisfaction certificate regarding quality, supply after sales service from the earlier purchasers.
39. **ARBITRATION:**
Except as otherwise provided elsewhere in the agreement, if any dispute, difference, question or disagreement or matter whatsoever, shall, before or after completion or abandonment of work or during extended period,

hereafter arises between parties, as to the meaning, operation or effect of the agreement or out of or relating to the agreement or the breach thereof, shall be referred to a Sole Arbitrator at the time of the dispute. The venue of arbitrations shall be at Chandigarh. Subject as aforesaid the provisions of the Arbitration and Conciliation Act. 1996 and any statutory modifications or re-enactment thereof, rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

40. The Director Punjab Engineering College Chandigarh reserves the right to accept or reject any tender without assigning any reason.

It is certified that I have gone through all the terms & conditions of the Tender and I further undertake to abide by all terms and conditions to be announced/mentioned at the time of opening of Tender or at the time of placing of supply order.

Dated: _____

Signatures of the Tenderer with seal

Time: _____

ANNEXURE 'A'

(To be furnished on non-judicial stamp paper duly attested by the 1st Class Magistrate)

AFFIDAVIT

I/We/M/s _____ are registered as
Manufacturers/Distributor/Supplier of _____ as per Goods and
Service Tax Registration Certificate No. issued by _____ having
registered office at _____ and
manufacturing/supply base at _____ do hereby
declare and solemnly affirm that I/We have not been Black-listed, nor mine/our
Tenders or Supply Orders have ever been cancelled by any State/UT/Central
Government or any partner or shareholder either directly or indirectly connected
with or has any subsisting interest in the business of my/our firm nor any legal
proceedings have ever been initiated/pending by any State/UT/Central
Government or by any authority.

Place: _____

DEPONENT

Dated: _____

Verification

Verified that the contents of my/our above affidavit are true and correct to
the best of my/our knowledge and beliefs. No part of it is false and nothing has
been concealed therein.

Place: _____

DEPONENT

Dated: _____

CHAPTER-3

SCHEDULE OF REQUIREMENTS

Bid/Tender will be uploaded in two covers under heading **Details** containing:--

- 1) **First Cover titled** as “Technical Bid /Pre-qualification bid” should contain the Self-attested scanned copies of:--
 - A. Earnest money as mentioned in Clause 14 of Chapter 2 of this tender document.
 - B. Copy of Income tax returns duly received by Income Tax department along with Balance Sheets of last 2 Assessment years i.e. 2015-2016 & 2016-2017 duly audited by the Chartered Accountant.
 - C. Proof with regard to having experience of supplying same software in India to any one Government/Semi Government bodies in last 3 years.
 - D. PAN Card & GST No.
 - E. Affidavit as mentioned in clause 12 of Chapter 2 of this tender document.
 - F. Scanned copy of Name, Address, Contact number of Entrepreneur/ partners/ board of Directors of tendering.
 - G. Copy of Partnership deed/Constitution and Memorandum of Association tenderer.
 - H. Self-attested scanned copy of tender document accepting terms and condition of tender document.
 - I. Name, address, contact number, designation/capacity of person signing the bid/tender.
 - J. Certificate duly signed by the authorized person that material is proprietary article of Original Equipment Manufacturer(OEM).
 - K. Certificate that rates quoted in financial bid are not more than the rates quoted to any other government department / institution in India.
 - L. Individual signing the bid or other documents connected with the agreement shall submit the proof of signing authority in the shape of Power of Attorney/Decision of partnership of firms and decision of Board of Director of the Company:--
 - a) A sole proprietor of the firm or constituted attorney of sole proprietor.
 - b) A partner of the firm, in which case he must have authority to represent for arbitration of disputes concerning the business of the partnership firm either by virtue of the partnership agreement or power of attorney or constituted attorney of the firm.

- c) In case of (b) above a copy of the partnership agreement or general power of attorney , in either case, attested by a Notary Public , or affidavit on stamp paper of all the partners admitting execution of the partnership agreement or the General power of attorney should be furnished.
- d) In case of partnership firms, where no authority to refer dispute concerning the business of the partnership has been conferred on any partner of the firm. A person signing the letter form or any other documents forming the part of the agreement on behalf of another shall be deemed to be warranty that he has authority to sign, such documents and if, on enquiry it appears that the person has no authority to do so, the Health Department may, without prejudice to other civil and criminal remedies, terminate the agreement and make or authorize execution of agreement/intended agreement at the risk and cost of such person and hold the signatory liable to the Health Department for all cost and damages arising from the termination of the agreement including any loss which the Health Department may suffer on account of execution of agreement/intended agreement.

The financial bid of only those bidders will be opened who qualify in a technical bid.

NOTE: All the above mentioned documents are essential to qualify at Technical Bid Stage. The technical committee reserves the right to disqualify the bidder technically if documents supplied by the bidder are insufficient to prove his /her eligibility or specification of material offered by the bidder, in the opinion of technical committee, do not match the specification mentioned in tender document.

2) **Second Cover titled** as “Financial Bid” shall consist of –

- a) Price schedule.

CHAPTER-4

SPECIFICATIONS AND OTHER TERMS CONDITIONS OF SOFTWARE TO BE PROCURED

Softwares (with latest version)

- ArcGIS Enterprise Server (Advance) (1 Qty)
- ArcGIS Desktop Advance (ArcInfo) with 3 Extensions - 3D, NA, SA (2 Qty)
- ArcGIS Desktop Basic (ArcView) (62 Users)
- 3 Extension Pack - 3D, NA, SA for each ArcView (62 User)
- Envi (10 User Pack)
- ArcGIS Online 5 Users Pack - 2500 Credits

Terms and Conditions:

- All installation will have to be made by the bidder to the satisfaction of PEC. All other software required for installation of the software will have to be provided by the vendor.
- All the software have to be installed on the server in a network mode.
- AMC terms and condition have to clearly mentioned by the vendor
- Warranty terms has to be mentioned by the vendor which should be minimum two years after the successful installation of the software
- The institute may go for AMC of one, two or three years. The vender should submit separate rates for the same.
- Faculty Development Programs and Students workshops of Minimum 05 Days shall be done twice a year on mutual acceptable dates.

CHAPTER-5

PRICE SCHEDULE (EXCEL SHEET) BOQ

Validate	Print	Help	<u>Item Rate BoQ</u>						
Tender Inviting Authority: The Punjab Engineering College, (Deemed to be University) Sector-12, Chandigarh.									
Name of Machinery and Equipment: -----									
Contract No:									
Bidder Name :									
<u>PRICE SCHEDULE</u>									
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)									
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	NUMBER #	TEXT #		
Sl. No.	Item Description	Quantity	Units	Estimated Rate	BASIC RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT	TOTAL AMOUNT In Words		
1	2	4	5	6	13	53	55		

(Signatures of bidders with Seal)

CHAPTER-6

AGREEMENT

THIS AGREEMENT is made on thisday of2018 between the President of India through the Chandigarh Administration (hereinafter referred to as the “The Punjab Engineering College, (Deemed to be University) Sector-12, Chandigarh”, which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors in office and assignees) of the first part and M/S, a company registered under the Companies Act, 1956/a partnership firm constituted between, having its place of business or registered office at acting through its authorized representative (hereinafter referred to as “Supplier” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its/his/her/their respective heirs, executors, administrators and successors/the partner(s) for the time being of the said firm the survivor(s) of them and the executors, administrators and successors of the surviving partners, as the case may be, of the second part. Hereinafter, individually referred to as “Party” and Jointly as “Parties”.

WHEREAS the Supplier is engaged in the business of

AND WHEREAS the Supplier has expressed his keen desire to supply the material mentioned in Annexure-I to The Punjab Engineering College, (Deemed to be University) Sector-12, Chandigarh under this agreement;

AND WHEREAS on the aforesaid representation made by the Supplier to The Punjab Engineering College, (Deemed to be University) Sector-12, Chandigarh, the parties herby enter into this agreement on the terms and conditions appearing hereinafter.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER:--

1. SUPPLIER’S REPRESENTATION AND WARRANTIES

The Supplier herby represents warrants and confirms that the Supplier:-

- 1.1** Has full capacity, power and authority to enter into this agreement and during the continuance of this agreement, shall continue to have full capacity, power and authority to carry out and perform all its duties and obligation as

contemplated and perform all its duties and obligations as contemplated herein and has already taken and shall and continue to take all necessary and further action (including but without limiting to the obtaining of necessary approval/consents in all applicable jurisdictions) to authorize the execution, delivery and performance of this agreement;

- 1.2** has the necessary skills, knowledge, expertise, adequate capital and competent personnel, system and procedures, infrastructure and capability to perform its obligations in accordance with the terms of this agreement and to the satisfaction of the Punjab Engineering College.
- 1.3** shall, on the execution of this agreement, and supplies the material to the The Punjab Engineering College, (Deemed to be University) Sector-12, Chandigarh, and will not violate, breach and contravene any conditions of their agreement
- 1.4** has compiled with and obtained necessary permissions/licenses/authorizations from the Central, State and local authorities and obtained all required permissions/licenses for carrying out its obligations under this agreement.

2. INSPECTION OF MATERIAL

The Inspection Committee of the The Punjab Engineering College, (Deemed to be University) Sector-12, Chandigarh will inspect the goods supplied by the supplier in response to the purchase order/indent at The Punjab Engineering College, (Deemed to be University) Sector-12, Chandigarh or at any other designated place within the jurisdiction of U.T., Chandigarh. The Director Punjab Engineering College, (Deemed to be University) Sector-12, Chandigarh reserves the rights to reject the goods supplied if same are not found in accordance with the required description/specifications.

2.1 SUPPLY OF ORDERED MATERIAL & PAYMENT

The Supplier shall supply the material within 30 days from the date of placing the supply order and in the event of finding the goods in order by the Inspection Committee after inspection; the payment will be released accordingly.

3. Penalty:-- The Director Punjab Engineering College, (Deemed to be University) Sector-12, Chandigarh, without prejudice to other remedies available under the terms & conditions of the agreement, reserves the right to impose penalty on tenderer if he/she fails to supply the material within stipulated period from the date of placing of supply order. **Penalty @ 0.2 %** of value of delayed portion of supply order per day will be levied subject to maximum of 10 % of total value of delayed portion of supply order. The Director Punjab Engineering College, (Deemed to be University) Sector-12, Chandigarh reserves the right to relax the penalty clause if genuine reasons for delay have been justified by him in writing. Agreement will be terminated if supply is not made within stipulated period or within further extended period if allowed by The Director Punjab Engineering College, (Deemed to be University) Sector-12, Chandigarh. **The supply order will stand automatically cancelled if the supply is not made within the stipulated period including extension period.**

4. NATURE OF AGREEMENT

The parties hereto have considered and agreed to and have a clear understanding on the following aspects;

That, if at any time, during the operation of this agreement or thereafter The Punjab Engineering College, (Deemed to be University) Sector-12, Chandigarh or its staff member is made liable in any manner whatsoever by any order, direction or otherwise of any Court authority or tribunal, to pay any amounts whatsoever to any third party in any event, the Supplier shall immediately pay to The Punjab Engineering College, (Deemed to be University) Sector-12, Chandigarh all such amounts and costs and in all such cases/event the decision of The Director Punjab Engineering College, (Deemed to be University) Sector-12, Chandigarh shall be final and binding upon the Supplier. The Punjab Engineering College, (Deemed to be University) Sector-12, Chandigarh shall be entitled to deduct any such amounts as aforesaid from the performance security & earnest money and /or from any pending payment due to the Supplier.

5. LIABILITIES AND REMEDIES

In the event of failure of the Supplier to supply the material or part thereof as mentioned in this agreement for any reasons whatsoever, The Punjab Engineering

College, (Deemed to be University) Sector-12, Chandigarh shall be entitled to procure material from other sources and the Supplier shall be liable to pay forthwith to the The Punjab Engineering College, (Deemed to be University) Sector-12, Chandigarh the difference of payments made to such other sources, besides damages at double the rate of payments.

The supplier shall not claim any damages, costs, charges, expenses, liabilities arising out of performance/non-performance of any material, which it may suffer or otherwise incur by reason of any act/omission, negligence, default or error in judgment on part of itself under this agreement.

6. TERMINATION

- a) If supplier commits breach of any covenant or any clause of this agreement, The Punjab Engineering College, (Deemed to be University) Sector-12, Chandigarh may send a written notice to supplier to rectify such breach within the time limit specified in such notice. In the event supplier fails to rectify such breach within the stipulated time, the agreement shall forthwith stand terminated and supplier shall be liable to The Punjab Engineering College, (Deemed to be University) Sector-12, Chandigarh for losses or damages on account of such breach.
- b) The Punjab Engineering College, (Deemed to be University) Sector-12, Chandigarh shall have the right to immediately terminate this agreement if the supplier becomes insolvents, ceases its operations, dissolves or files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an arrangement for the benefit of creditors.
- c) Termination of this agreement may lead to forfeiture of security deposit/earnest money without prejudice to other remedies (civil/criminal)

7. ASSIGNMENT OF AGREEMENT

This Agreement is executed on the basis of the current financial position of the supplier. Henceforth, any assignment of supply order under this agreement, in part or whole, to any third party shall be a ground for termination of this agreement forthwith.

8. COMPOSITION AND ADDRESS OF SUPPLIER

- a) The Supplier shall furnish to the Health Department all the relevant papers regarding its constitution, names and addresses of the management and other

key personnel of the supplier and proof of its registration with the concerned Government authorities required for running such a business.

- 9. The Supplier shall always inform the The Punjab Engineering College, (Deemed to be University) Sector-12, Chandigarh in writing about any change in its address or the names and addresses of its key personnel. Further, the Supplier shall not change its ownership without prior approval of the The Punjab Engineering College, (Deemed to be University) Sector-12, Chandigarh

10. SERVICE OF NOTICES

Any notice or other communication required or permitted to be given between the parties under this agreement shall be given in writing at the following address or such other addresses as may be intimated from time to time in writing.

Punjab Engg. College

Supplier

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11. CONFIDENTIALITY

It is understood between the parties hereto that during the course of business relationship, the Supplier may have access to confidential information of The Punjab Engineering College, (Deemed to be University) Sector-12, Chandigarh and it undertakes that it shall not, without The Punjab Engineering College, (Deemed to be University)'s Sector-12, Chandigarh prior written consent, disclose, provide or make available any confidential information in any form to any person or entity or make use of such information. This clause shall survive for a period of 5 years from the date of expiry of this agreement or earlier termination thereof.

12. ENTIRE AGREEMENT

The award of work order, when issued to the Supplier, constitutes the contract with collateral support from terms and conditions of the tender invitation notices as well as formal agreement on non judicial stamp paper, all of which finally form the contractual obligations to be adhered to / performed by the bidder and the non-performance of any of such obligations make the bidder liable for consequential effects i.e. blacklisting etc.

13. AMENDMENT/MODIFICATION

The parties can amend this agreement at any time. However, such amendment shall be effective only when it is reduced in writing and signed by the authorized representatives of both the parties hereto.

14. SEVERABILITY

If for any reason, a court of competent jurisdiction finds any provision of this agreement, or portion thereof, to be unenforceable, that provision of the agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this agreement shall continue in full force and effect.

15. CAPTIONS

The various captions used in this agreement are for the organizational purpose only and may not be used to interpret the provisions hereof. In case of any conflicts between the captions and the text, the text shall prevail.

16. WAIVER

At any time any indulgence or concession granted by The Punjab Engineering College, (Deemed to be University) Sector-12, Chandigarh shall not alter or invalidate this agreement nor constitute the waiver of any of the provision hereof after such time, indulgence or concession shall have been granted. Further, the failure of The Punjab Engineering College, (Deemed to be University) Sector-12, Chandigarh to exercise any option which is herein provided for requiring at any time the performance by the supplier of any of the provisions of this agreement nor in any way affect the validity of this agreement or any part thereof or the right of The Punjab Engineering College, (Deemed to be University) Sector-12, Chandigarh to enforce the same in part or in the entirety of it. Waiver, if any, has to be in writing.

17. ARBITRATION

Except as otherwise provided elsewhere in the agreement, if any dispute, difference, question or disagreement or matter whatsoever, shall, before or after completion or abandonment of work or during extended period, hereafter arises between parties, as to the meaning, operation or effect of the agreement or out of or relating to the agreement or the breach thereof, shall be referred

to a Sole Arbitrator i.e. The Director Punjab Engineering College, (Deemed to be University) Sector-12, Chandigarh at the time of the dispute.

The venue of arbitrations shall be at Chandigarh.

Subject as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

18. FORCE MAJEURE

If at any time, during the continuance of this agreement, the performance in whole or in part by either party, of any obligation under this agreement, be prevented or delayed by reason of any floods, explosions, epidemics, quarantine restriction or act of God (hereinafter referred to as events), a notice of happenings of any such eventuality is to be given by either party within 07 days from the date of such occurrence thereof to the other party and , neither party shall due to reason of such event be entitled to terminate this agreement nor shall either party have any such claim for damages against the other in respect of such non -performance or delay in performance. The operation of agreement shall be resumed as soon as practicable after such event may come to an end or cease to exist and the decision of The Director, Punjab Engineering College, (Deemed to be University) Sector-12, Chandigarh as to whether the operation have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 30 days, either party may at his option terminate the agreement.

19. GOVERNING LAW/JURISDICTION

The applicable law governing this agreement shall be the laws of India and the courts of Chandigarh shall have the exclusive jurisdiction to try any dispute with respect to this agreement.

20. TWO COUNTERPARTS

This agreement is made in duplicate. The supplier shall return a copy of this agreement duly signed and stamped as a token of acceptance of all terms and

conditions mentioned above. In the event of commencement of order acceptance, it will be taken that all terms are acceptable.

IN WITNESS WHEREOF THE PEC Chandigarh AND THE SUPPLIER ABOVE SAID HAVE HEREUNTO SUBSCRIBER THEIR HANDS ON THE DAY MONTH AND YEAR FIRST MENTIONED ABOVE IN THE PRESENCE OF THE FOLLOWING WITNESSES;

SIGNED, SEALED AND DELIVERED

WITNESSES

- | | |
|--------------|-------------|
| 1. Signature | Signature |
| Name | Name |
| Date | Date |
| Designation | Designation |

(For and on behalf of the Punjab Engineering College

SIGNED, SEALED AND DELIVERED WITNESSES

- | | |
|--------------|-----------|
| 1. Signature | Signature |
| Name | Name |
| Date | Date |
| Address | Address |