

# **Surat Municipal Corporation (SMC)**

# Bid for Procurement of AutoCAD LT 2024 with 3 years subscription [DC-ISD-AutoCAD-03-24]

**Online Bid Start Date** 

June 20, 2024

**Online Pre-Bid Conference** 

June 24, 2024

Online Bid End Date
(Last Date of Online Submission of Bids)

June 29, 2024

Last Date of Physical Submission of Bid Fee & EMD in Hard Copy

July 06, 2024

Information Systems Department (ISD)
Surat Municipal Corporation
Muglisara, Surat-395003



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### 1. Notice Inviting Bid



### **Surat Municipal Corporation (SMC)**

"Surat Mahanagar Seva Sadan" Gordhandas Chokhawala Marg, Muglisara, Surat - 395003, Gujarat

Notice Inviting Bid DC-ISD-AutoCAD-03-24
Bid for Procurement of AutoCAD LT 2024 with 3 years subscription



**Bid for Procurement of AutoCAD LT 2024 with 3 years subscription** for Surat Municipal Corporation (SMC) is invited online on <a href="https://smctender.nprocure.com/">https://smctender.nprocure.com/</a> from the bidder meeting the basic eligibility criteria as stated in the bid document.

Bid Fee (Non-refundable)	Rs. 2,832/- (Rs. 2400/- + 18% GST) (by DD or Banker's Cheque only)	
EMD	<ul> <li>Rs. 90,000/- (by DD or Banker's Cheque only)</li> </ul>	
Online Bid Start Date	• 20/06/2024	
Online Bid End Date (Last Date of Online Submission of Bids with all necessary documents as per tender document requirement in soft copy)	• 29/06/2024 upto 18:00 hrs.	
Online Pre-bid Conference to Bidders through e-mail	• Bidders shall have to post queries by email to isd.hardware@suratmunicipal.org on or before 24/06/2024, 16:00 hrs.	
Submission (in Hard Copy) of Bid Fee and EMD	<ul> <li>In sealed envelope strictly by RPAD/Postal Speed Post on or before 06/07/2024 upto 18:00 hrs. to the Chief Accountant, Surat Municipal Corporation, Muglisara, Surat – 395003, Gujarat.</li> </ul>	

 Bidders have to submit Price bid and Technical Bid online along with all necessary documents as per tender document requirement in electronic format only on <a href="https://smctender.nprocure.com">https://smctender.nprocure.com</a> website till the Last Date & time for Online Submission.

The right to accept/reject any or all bid(s) received is reserved without assigning any reason thereof.

SD/Deputy Commissioner (D)
Surat Municipal Corporation

### 2. Key Events & Dates

Event	Target Date
Notice Inviting Tender	DC-ISD-AutoCAD-03-24
Bid Availability	Start from 20/06/2024 upto 29/06/2024 upto 18:00 hrs.
Bid Fee	Bid Fee of Rs. 2,832/- (Rs. 2400/- + 18% GST) by Demand Draft or Banker's Cheque of any scheduled/nationalized bank payable at Surat in favour of Surat Municipal Corporation.
EMD	EMD of Rs. 90,000/- by Demand Draft or Banker's Cheque of any scheduled/nationalized bank payable at Surat in favour of Surat Municipal Corporation.
Online Bid Start Date	20/06/2024
Online Bid End Date (Last Date of Online Submission of Bids with all necessary documents as per tender document requirement in soft copy)	On or before 29/06/2024 upto 18:00 hrs.
Online Pre-bid Conference to Bidders through e-mail	Bidders shall have to post queries by email to isd.hardware@suratmunicipal.org on or before 24/06/2024, 16:00 hrs
Submission (in Hard Copy) of Bid Fee and EMD	In sealed envelope strictly by RPAD/Postal Speed Post on or before 06/07/2024 upto 18:00 hrs. To the Chief Accountant, Surat Municipal Corporation, Muglisara, Surat – 395003, Gujarat.
Opening of Technical Bids	To be decided and communicated later
Opening of Price Bids	To be decided and communicated later

### 3. Eligibility Criteria

The bidder interested in being considered for "Bid for Procurement of AutoCAD LT 2024 with 3 years subscription" at SMC should fulfill the following minimum criteria:

- **3.1.** The bidder **biding for AutoCAD LT 2024** must be authorized distributor/ dealer/ channel partner/ reseller for the quoted product. It will, however, be preferred that the Original Equipment Manufacturer (O.E.M.) quotes directly.
- **3.2.** The bidder **biding for AutoCAD LT 2024** must have completed at least 3 years of experience/operation in the field of supply, installation and configuration of AutoCAD as on bid start date.
- **3.3.** The bidder **biding for AutoCAD LT 2024** shall have successfully completed the supply and installation of
  - at least 80% (80 licenses) of the tender quantity in one financial year during last three years (for this purpose last financial year would be considered as the one ended on 31.03.2024) out of which one order shall be of 50% (50 licenses) or more of the tender quantity.

OR

- at least 60% (60 licenses) of the tender quantity in each of two financial years during last three years (for this purpose last financial year would be considered as the one ended on 31.03.2024) out of which two order shall be of 33% (33 licenses) or more of the tender quantity
- **3.4.** The bidder should not be black-listed / debarred by any of the Government or Public Sector Units in India as on the date of the submission of the tender.
- **3.5.** The bidder should furnish Bid Fee and an Earnest Money Deposit (EMD) as per Clause No. 4.5.

### 4. Instructions for the Bidder

#### 4.1. Availing Bid Documents

Blank bid documents can be downloaded from the web site https://smctender.nprocure.com up to the date and time mentioned in the Online Bid Invitation Notice DC-ISD-AutoCAD-03-24.

#### 4.2. Addenda & Corrigenda

If required the Addenda and Corrigenda will be issued and the same will **form the part of the original bid documents** and shall override any contradicting effects in the original bid document.

#### 4.3. Submission of Price Bid and Technical BID

The price bid and the technical bid containing all the relevant supporting documents must be submitted online only on <a href="https://smctender.nprocure.com">https://smctender.nprocure.com</a> on or before the last date of submission of the bid. No documents except the Bid Fee, EMD and Affidavit to be accepted in hardcopy. It is advised to keep the softcopy of the relevant documents ready and upload the same in advance on <a href="https://smctender.nprocure.com">https://smctender.nprocure.com</a> with respect to this tender to avoid issues if any.

All the relevant softcopy should invariably follow the (n)Code portal's specific requirements pertaining to file types, file size, file name length, etc.

- o **File Types:** Files with only .pdf, .doc, .txt, .xls, .ppt, .pps, .png, .gif, .jpg, .zip, .rar extension can be uploaded.
- $\circ$  **File name:** It should not be more than 70 characters. Special Characters Like (' % @ < > : \* ? | & ~ ^) are not permitted.
- o **File size:** Single file size should not be more than 3 MB.

The bid document (duly signed and stamped) in hard copy shall be submitted by the successful bidder upon intimation from SMC.

#### 4.4. Pre-bid Queries

A prospective Bidder requiring any clarification on the RFP Document may submit his queries, via email, to the following e-mail id on or before **24/06/2024 upto 16:00 hrs.** Email Id for submission of queries: **isd.hardware@suratmunicipal.org** 

The queries must be submitted in the following format:

	Bidder's Request for Clarification					
Name and Address of the Organization submitting request		Name and Position of Person submitting request	Contact Details of the Organization / Authorized Representative			
			Tel: Mobile: Fax: Email:			
Sr. No	Bid Reference(s) (Section, Page)	Content of Bid requiring clarification	Points of clarification required			

1		
2		

#### 4.5. Bid Fee & Earnest Money Deposit (EMD)

- The bidder should pay non-refundable Bid Fee of Rs. 2,832/- (Rs. 2400/- + 18% GST) and EMD of Rs. 90,000/- by separate Demand Draft/Cheque/Banker's Cheque of any scheduled/nationalized bank payable at Surat in favour of Surat Municipal Corporation.
- Failure to submit Bid Fee and EMD as required shall lead to the bid being rejected summarily.
- **4.6.** The bid should be filled in legibly, clearly indicating the figures and its value in words

#### 4.7. Online Submission of the Technical Bid:

The bidder will be required to upload the **duly signed**, **stamped and notarized color scanned copy** of below mentioned documents in the same order of sequence online on smctender.nprocure.com during e-tendering process.

- 1. Scan copy of Tender (Bid) Fee
- 2. Scan copy of EMD
- 3. Scan copy of Solvency certificate
- 4. Scan copy of work order / Completion certificate / Contract clearly indicating years in operation. (in support of Eligibility Criteria No. 3.2)
- 5. Scan copy of work order / Completion certificate / Contract clearly indicating license quantity (in support of Eligibility Criteria No. 3.3)
- 6. Scanned copy of Bid Format given in Section 9, Annexure to Technical Bid
  - A. Bidder's Details (signed and stamped page no. 23, 24 and 25)
  - B. Information of Authorized Signatory / Contact Person (signed and stamped page no. 26)
  - C. Authorization Letter from OEM (in support of Eligibility Criteria No. 3.1) (on OEM's letter head, Page No. 27)
  - D. Performa of Compliance letter (in support of Eligibility Criteria No. 3.4) (on Bidder's letterhead, Page No 28 and 29)
- 7. Scan copy of duly filled, signed and stamped Technical Specification given in Section 8 (To be submitted on OEM's letter head)
- 8. Scan copy of duly filled, signed and stamped Technical Specification given in Section 8 (To be submitted on Bidder's letter head)
- 9. Scan copy of PAN card
- 10. Scan copy of company registration with local body and state government/central government (should be valid as on bid start date)
- 11. Scanned copy of GST Registration Certificate
- 12. Scan copy of duly signed addendum and Corrigendum, if any.
- 13. Scan copy of any other document not mentioned above but required to be

attached as per the tender requirement (Optional).

- 14. Authorization Letter as per Clause-4.26 (mandatory in case tender signatory is other than Owner/Partner/MD/Director/Company Secretary) (Optional)
- 4.8. Demand Draft for E.M.D. & Tender (Bid) fee shall be submitted in electronic format through online mode (by scanning) while uploading the bid. This submission shall mean that E.M.D. & tender fee are received for purpose of opening of the bid. Accordingly offer of those shall be opened whose E.M.D. & tender (bid) fee is received electronically. However, for the purpose of realization of D.D. bidder shall send the D.D. in original through RPAD / Speed post as per Clasue-4.11 below so as to reach to Chief Accountant, SMC within 7 days from the last date of online submission of the bid as per tender notice. Penaltative action for not submitting D.D. in original to shall be initiated and action shall be taken for abeyance of registration and cancellation of E-tendering code for one year. Any documents in supporting of bid shall be in electronic format only through online (by scanning) & hard copy will not be accepted separately.
- 4.9. All documents must be coloured scanned to be seen as original. Scanning in black and white or gray shall not be acceptable.
- 4.10. All documents must be notarized with clearly-displaying stamp, number and name of the notary.
- 4.11. Sealing, marking and submission of the Bid Fee and EMD:

Following documents shall only be submitted in Hard Copy to Surat Municipal Corporation by the bidder:

- Earnest Money Deposit (EMD)
- Tender Fee.

The "Bid Fee and EMD" shall be put in an envelope containing Bid Fee and Earnest Money Deposit (EMD) and shall be super scribed as "Bid Fee and EMD"

The envelope must be sealed and super scribed and must be sent as under:

#### Details to be mentioned exactly on sealed envelop **TENDER DETAILS** Notice No.: DC-ISD-AutoCAD-03-The Chief Accountant, **Surat Municipal Corporation**, Bid Fee & EMD for Procurement Mahanagar Seva Sadan, of AutoCAD LT 2024 with 3 years Gordhandas Chokhawala Marg, subscription Submission Date: Last Muglisara, Surat - 395 003, 06/07/2024 upto 18:00 hrs. Gujarat, INDIA.

The envelope containing EMD and Bid Fee must be sent <u>strictly by Postal Speed Post</u> <u>or Registered Post AD</u> only so as to reach on or before 06/07/2024 up to 18:00 hrs. Bids received in any other manner or mode (like courier, in person, etc.) will not be considered. SMC won't be responsible for postal delays.

**TECHNICAL BID & PRICE BID** 

The technical bid & price bid must be submitted online on <a href="https://smctender.nprocure.com">https://smctender.nprocure.com</a>. It should not to be sent physically, if submitted physically the bid shall be rejected.

- **4.12.** The bidder will be bound by the details furnished to SMC, while submitting the bid or at subsequent stage. In case, any of such documents furnished by the bidder is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her liable to legal action besides termination of contract.
- **4.13. Late Bids:** Bids not reaching on or before the specified time limit will not be accepted.
- **4.14. Conditional Bids:** All the terms and conditions mentioned herein must be strictly adhered to by all bidders. Conditional tenders shall not be accepted on any ground and shall be subject to rejection without assigning any reason.

#### 4.15. Withdrawal of Bids

Bid once filled in, submitted shall not be allowed to be withdrawn till the validity of the bid remains in force or else the EMD shall be liable for forfeiture.

#### 4.16. Period of Validity

The offer should be valid for acceptance for a minimum period of **120 days** from the date of opening of the Price Bid. If required, SMC may request the bidder to have it extended for a further period.

#### 4.17. Language of Bids

The bids prepared by the bidder shall be in the English language. The supporting documents in language other than English/Hindi/Gujarati must have its English translation (which is to be duly attested by the bidder), for purposes of interpretation of the bid, the English translation shall govern.

#### 4.18. Right To Accept or Reject Any Bid or All Bids

SMC reserves the right to accept or reject any bid and annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for SMC's action.

#### 4.19. Firm Prices & Bid Currency

Prices quoted must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. Prices shall be expressed in Indian Rupees (INR) only.

#### 4.20. Costs to be Borne by Bidder

All costs and expenses (whether in terms of time or money) incurred by the bidder in any way associated with the development, preparation and submission of the bid, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by SMC, will be borne entirely and exclusively by the bidder.

#### 4.21. Acceptance of Terms & Conditions

The bidder will, by taking participation in the bidding process and submitting the bid documents, be deemed to have thoroughly read, studied and understood the bid

- documents including scope of work, the terms and conditions, instructions, etc. referred there in and the same are acceptable to the bidder.
- **4.22.** All entries in the bid form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. However, the interlineations, erasures or overwriting, if any, in the Technical Bid Application must be attested by the person authorized to sign the bids.
- **4.23.** It is to be ensured that the complete information as required by this office may be furnished by the bidders in the prescribed format. Formats submitted with incomplete information and not conforming to the requirements are liable to be rejected.
- **4.24.** The agency will be bound by the details furnished by him/her to SMC, while submitting the bid or at subsequent stage. In case, any of such documents furnished by the agency is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her liable to legal action besides termination of contract.
- **4.25.** The participation in the online tendering process implies that the bidder have thoroughly read, studied and understood the instructions of the Bid documents, Scope of work, formats as well as the terms and conditions referred there in and the same are acceptable to the bidder.

#### 4.26. Authorized Signatory

For the purpose of submission of the bid, the bidder may be represented by either the Principal Officer (Owner/MD/Director/Company Secretary) or his duly Authorized Representative, in which case he/she shall submit a certificate of authority along with the technical bid. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the authorized representative or the principal officer.

- **4.27. Arithmetical errors will be rectified on the following basis. If there is a discrepancy** between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the supplier does not accept the correction of the errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
- 4.28. Disqualifications: A Bidder shall be disqualified and Bids will not be considered if
  - a) Hardcopy envelop does not show on it the reference of bid number and description as denoted and thus gets opened before due date(s) of opening specified in Notice Inviting Bids.
  - b) The Price Bid and Technical Bid is submitted physically which leads to revelation of prices before the due date of opening of the Price Bid.
  - c) The Earnest Money Deposit (EMD) & Bid fee is not deposited in the manner specified above.
  - d) The Bid documents are not in a language as per Clause.
  - e) The Bid documents are not signed affixing stamp by the authorized signatory.
  - f) The Bid documents submitted are incomplete and/or ambiguous in any respect.
  - g) Non-compliance of provisions and requirements of the Bid documents.



- h) Any or all correction(s) or pasted slip(s) is/are not initialled, authenticated by the Bidder.
- i) The Bid documents are not submitted in the manner specified in the bid document.
- j) Eligibility criteria are not met with.
- k) Any form of canvassing/lobbying/influence/query regarding short listing, status, etc. will result in a disqualification.

### 5. Indicative list of Documents to be submitted

Following documents shall be submitted in soft copy online on <a href="https://smctender.nprocure.com">https://smctender.nprocure.com</a> by the bidder so as to ascertain the claims made. Following is the indicative list of documents that are to be submitted.

#	Description of Requirement	Proof Required to be Submitted	
1.	The bidder <b>biding for AutoCAD LT 2024</b> must be authorized distributor/ dealer/ channel partner/ reseller for the quoted product. It will, however, be preferred that the Original Equipment Manufacturer (O.E.M.) quotes directly.	Authorization letter from OEM as per Form – 'A', Section – 9	
2.	The bidder must have completed at least 3 years of experience/operation in the field of Procurement of AutoCAD LT 2024 with 3 years subscription as on bid start date.	Copy of work order / Completion certificate / Contract clearly indicating the quantity	
3.	The bidder biding for AutoCAD LT 2024 shall have successfully completed the supply and installation of  • at least 80% (80 licenses) of the tender quantity in one financial year during last three years (for this purpose last financial year would be considered as the one ended on 31.03.2024) out of which one order shall be of 50% (50 licenses) or more of the tender quantity.  OR  • at least 60% (60 licenses) of the tender quantity in each of two financial years during last three years (for this purpose last financial year would be considered as the one ended on 31.03.2024) out of which two order shall be of 33% (33 licenses) or more of the tender quantity.	Copy of work order / Completion certificate / Contract clearly indicating the quantity	
4.	The bidder should not be black-listed / debarred by any of the Government or Public Sector Units in India as on the date of the submission of the tender.	in bidder as per Form – 'B', Section -	
5.	EMD & Bid Fee	As per clause 4.5	
6.	Solvency Certificate amounting 20% of the	Solvency Certificate as per Clause	

	consideration of the Contract from scheduled/nationalized bank.	а	No. 7.9
7.	Compliance with technical specification mentioned in Section – 8	as	Duly filled Section – 8 [Technical Specification] must be submitted separately on OEM's letter head as well as on Bidder's letter head for AutoCAD LT 2024. The same must be duly signed and stamped by authorized person.
8.	Product literature		Technical details/brochures / specification sheet / Manual of bided products
9.	Undertaking from OEM		On OEM's letter head as per Form – 'A' as mentioned in Section- 9
10.	The compliance letter as per Form 'B'		On Bidder's letter head as per Form – 'B', Section- 9
11.	Goods & Service Tax Registration Nos.		Copy of the Goods & Service Tax (GST) Registration Certificate duly notarized

<sup>\*</sup> Note: Additional documents other than above if any, required for supporting the claims made by the bidder should be attached.



# Surat Municipal Corporation (SMC) TECHNICAL BID

Bid for
Procurement of AutoCAD LT 2024 with 3 years
subscription
[DC-ISD-AutoCAD-03-24]

**Online Bid Start Date** 

June 20, 2024

**Online Pre-Bid Conference** 

June 24, 2024

Online Bid End Date (Last Date of Online Submission of Bids)

June 29, 2024

Last Date of Physical Submission of Bid Fee & EMD in Hard Copy

July 06, 2024

Information Systems Department (ISD)
Surat Municipal Corporation
Muglisara, Surat-395003

Technical Bid

### **TECHNICAL BID**

### 6. Scope of Work

- 6.1 The bidder **biding for AutoCAD LT 2024** is required to Supply, Install and Configure AutoCAD LT 2024 with **3 years subscription** from the date of issuance of work order.
- 6.2 The bidder shall provide necessary technical support during the subscription period and ensure maximum uptime.

#### **6.3 Single Point of Contact**

- Agency will nominate one senior person as the Single Point of Contact (SPOC) for the purpose of receiving the complaint and resolution of the same. The mobile no. of the same will be shared with the end users as well. The nominated SPOC must interact cordially with the end user. S/he will carry out necessary activities to resolve the problem as per the response and resolution time.
- 6.4 The bidder must integrate hardware and software components along with rest of the IT Infrastructure at SMC to make the system integrated and fully functional.
- 6.5 The bidder shall be responsible for all kind of migration activities (if required) during the installation of AutoCAD LT 2024 from existing AutoCAD version.
- 6.6 The bidder shall extend all the benefits to the SMC such as version upgradation, additional features, etc. during subscription period without any additional cost to SMC.
- 6.7 The bidder shall be required to resolve the problem/issue within the problem resolution time by providing necessary technical support [telephonic/remote]. However, if the problem will not be resolved through telephonic/remote support, the bidder is required to provide onsite support for the same without any additional cost to SMC.
- 6.8 In case if breakdown/ maintenance work is required to be carried out during non-working days/ hours, the bidder shall attend the task(s) during this period at no extra payment.
- 6.9 The bidder or its staff must work closely and coherently with other agencies working for SMC for IT related activities.

### 7. Terms & Conditions

**7.1.** Prices to be quoted should be inclusive of all Central/State taxes, levies, custom duties, Transportation, handling charges F.O.R. SMC premises packing, forwarding, transit losses, insurance, loading and unloading and all other breakage, leakage, losses shall be borne by the agency.

#### 7.2. The prices/charges quoted should also include:

- 1. Delivery at installation site in SMC's main office and at all other office to be decided by the SMC, within Municipal limit.
- 2. Transit Insurance, Freight and loading, unloading charges upto SMC's site.
- 3. Installation & Commissioning of the Software.
- **7.3.** If the bidder is not the OEM, he will be required to submit "Authorization Letter from OEM" (as per **Form 'A'**) in soft copy online on https://smctender.nprocure.com on the OEM's Letter Head. An authorized signatory of the O.E.M. should sign this undertaking.
- **7.4.** The bidder has to submit the "Self-Declaration" as per the Performa of Compliance Letter (as per **Form 'B'**) in soft copy online on https://smctender.nprocure.com on its letter head duly signed by the authorized signatory.
- **7.5.** The right to reject accepts any/all bid(s) without assigning any reason thereof is reserved.

#### 7.6. Delivery schedule:

The successful agency shall supply and install AutoCAD LT 2024 with 3 years subscription **within 35 calendar days** from the date of the Work/Purchase order.

A penalty of 0.2% of the consideration of contract for a particular item will be charged for delayed supply and installation of AutoCAD LT 2024 with 3 years subscription for delay of each day thereafter.

#### 7.7. Security Deposit

The successful bidder will be required to place **Security Deposit at 5%** of the consideration of the Contract by Cash/Demand Draft/Cheque/Banker's Cheque of any scheduled/nationalized bank Payable at **Surat** in favour of **Surat Municipal Corporation** of any scheduled/nationalized bank within 10 days from the date of notice of award of contact, failing which a **penalty at 0.065%** of the amount of security deposit will be imposed for delay of each day. The EMD placed may be considered for conversion towards the security deposit and amount falling short of the required amount shall be payable.

#### 7.8. Agreement, Undertaking and Surety

The Awardee i.e. the selected agency will have to enter into an Agreement and submit an Undertaking and Surety with SMC for supply of goods and its/their installation, Commissioning etc. on a Rs.300/- stamp paper (or of appropriate amount) of Government of Gujarat at the agency's own cost within 10 (ten) days period from the date of Notice of Award. No claims for payments will be entertained without completion of this process.

#### 7.9. Solvency Certificate

Along with the technical bid documents, the bidder should submit Solvency Certificate amounting 20% of the consideration of the Contract from a scheduled/nationalized bank. The Solvency Certificate should valid and should not be older than one year from the bid start date.

- **7.10.** No interest shall be paid on **Earnest Money Deposit** and/ or **Security Deposit** placed.
- **7.11.** Any offer/bid not meeting the terms and conditions mentioned hereinabove will be liable for rejection without assigning any reason thereof.
- **7.12.** Bid once filled in, submitted shall not be allowed to be withdrawn till the validity of the bid remains in force or else the EMD shall be liable for forfeiture. The agency is expected to examine the bid document carefully. Failure to furnish all information required as per the bid document may result in the rejection of the bid
- **7.13.** In case if breakdown/ maintenance work is required to be carried out during non-working days/ hours, the bidder shall attend the task(s) during this period at no extra payment.
- **7.14.** The selected bidder shall provide User Manuals, Operational and Maintenance Manuals, etc.
- **7.15.** The liability as to any damages and/or loss otherwise to any movable or immovable properties, assets during loading, unloading or otherwise during the contract period, whether knowingly or unknowingly done or occurred shall be made good forthwith to the SMC by the Awardee agency upon a communication made therefore.
- **7.16.** The total penalty could be up to 10% of the Consideration of Contract and the decision of head of the Information Systems Department, SMC shall be treated as final in such cases.
- **7.17.** The bidder shall indemnify SMC from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:
  - any negligence or wrongful act or omission by the bidder or any third party associated with bidder in connection with or incidental to this Contract; or
  - any breach of terms as stated in the bid document, the bidder's Bid and the Contract with the bidder
  - any infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied goods and related services or any part thereof.
- **7.18.** Prices to be quoted in Indian Rupees and should be inclusive of all Central/State taxes, levies, Transportation, handling charges F.O.R. SMC premises packing, forwarding, transit losses, insurance, loading and unloading and all other breakage, leakage, losses shall be borne by the bidder.

#### **Notes**

a) Surat Municipal Corporation does not hold "C" or "D" certificate under the Sales Tax laws.

b) Surat Municipal Corporation is a "Local Self-Government" and the procurement of products, materials, goods, articles is going to be solely used, utilized for public amenities and purposes and also for relief to the poor through its various departments including public hospitals, health centers, dispensaries, maternity homes, pathological laboratory, filaria/malaria, chemical and bacteriological laboratories, Medical college and secondary and primary education schools. Hence, benefit of exemption, concession etc., if any, in Central/State taxes, levies etc. shall be passed on to the SMC.

#### 7.19. TAX LIABILITY

GST (Goods & Service Tax) has come in existence from 1st July 2017. Contractor / Successful Bidder is bound to pay any amount of GST prescribed by the Govt. of India as per the Terms of Contract agreed upon during the course of execution of this Contract.

During the course of execution of Contract, if there is any change in Rate of GST (Goods & Service Tax) by the Government, the same shall be reimbursed / recovered separately by SMC, subject to the submission of Original Receipt / Proof of the amounts actually remitted by the Successful Tenderer / Contractor to the Competent Authority along with a Certificate from Chartered Accountant of Contractor / Successful Bidder certifying that the amount of GST paid to the Government and the same shall be intimated / submitted / claimed within 30 (Thirty) Days from the date of payment. Remittance of GST within stipulated period shall be the sole responsibility of the Successful Bidder / Contractor, failing which SMC may recover the amount due, from any other payable dues with SMC and decision of Municipal Commissioner shall be final and binding on the Contractor / Successful Bidder in this regard. Further, the non-payment of GST to the Government may lead to the termination of contract and forfeiture of Security Deposit / Performance Guarantee Amount.

If imposition of any other new Taxes/Duties/Levies/Cess or any other incidentals etc. or any increase in the existing Taxes/Duties/Levies/Cess or any other incidentals etc. (excluding GST) are imposed during the course of the contract, the same shall be borne by the Contractor/Successful Bidder Only, in no case SMC shall be liable for the same. The contractor will submit the invoice to the SMC having GSTIN of SMC mentioned therein and the taxes shall be shown separately on the face of the invoice so as to claim as ITC by SMC.

**7.20.** SMC may buy full/partial quantity from one/more bidder(s) and may split/ defer/ stagger the order(s)/ deliveries. The quantities shown in the tender are approximate and no claim shall be entertained for variation of quantities being less or more than those mentioned in the bid. The variations in the quantities shall not vitiate the contract. The selected bidder shall be bound to supply additional quantity up to 30% (thirty percent) of tender amount/quantity, in accordance to any instruction, which may be given to him in writing by SMC. The rates quoted by the bidder will be applicable on full / partial /additional quantity also.

- **7.21.** In case, the awardee i.e. the selected bidder fails to supply specified quantity and quality of goods in time or the performance of such supply/supplies are not found up to the mark or found of inferior quality vis-à-vis specifications, the earnest money deposit and/or security deposit will be forfeited at once.
- **7.22.** All goods to be supplied shall be of specified or higher speed/technology/version. SMC or its representative shall have the right (if it so desires) to test the goods to ascertain their conformity to the specifications. SMC shall notify to the agency for this purpose and nature of tests that may be conducted (if found necessary) for benchmarking.
- **7.23.** In case the quoted Item is not available in the market, the bidder will have to supply Higher Version/replacement of that Item in the quoted cost in the same time duration with prior approval of SMC. No "End of Life" product should be quoted to minimize such instances till the bid validity.

#### 7.24. Terms of Payment for procurement of AutoCAD LT 2024:

- 75% on delivery of the license/product.
- 15% on complete installation or after completion of 90 days from the date of full supply whichever is earlier.
- 05% on completion of 1<sup>st</sup> year of subscription.
- 05% on completion of 2<sup>nd</sup> year of subscription.
- **7.25.** It should be noted that the lowest rate(s)/price(s) will not be the sole criterion for accepting bid for any of the goods but emphasis will be given to the quality of the products and even the readiness to offer innovative technology thereof.
- **7.26.** The bidder shall extend all the benefits to the SMC such as free samples of products, materials, goods, articles including any kind of discount, rebate, commission, incentives normally offered to any other buyer in the form of gift or otherwise as part of the sales promotion scheme(s). If any sales promotion scheme(s) is/are launched after submission of bid or after the bidder is awarded with the contract by the SMC, all such benefits of the said sales promotion scheme(s) during the continuance of said scheme(s) shall have to be made available during the period of contract.
- **7.27.** The contract shall be governed by the Laws in India and shall be subject to the jurisdiction of Surat.
- **7.28.** The support engineer designated to resolve the complaints pertaining to AutoCAD LT 2024 should be skilled and experienced in the works to be executed under the contract. The SMC has all the rights to reject the services provided by support engineer and can ask for a change, if not found fit.
- **7.29.** The bidder/ its personnel shall not divulge or disclose to any person, any details of office, operation process technical know-how, administrative/ organizational matters as all are confidential/secret in nature.
- **7.30. Back-office Support:** Additional support as and when needed shall be provided from offsite competent staff of the bidder for specialized repairs, maintenance, configuration and consultation with no extra cost.

**7.31. Force Majeure:** The bidder shall not be liable for any delay or failure of performance of any of its obligations under or arising out of this contract, if the failure or delay is the result of an event of Force Majeure. "Force Majeure" means an event beyond the control of the bidder and not involving the bidder's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the End customer in its sovereign capacity, wars or revolutions, riot or commotion, earthquake, fires, floods, epidemics, quarantine restrictions. The bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and feasible.

**Declaration**: I / We have thoroughly read, studied and understood the instructions of the bid documents, formats as well as the terms and conditions referred to hereinabove and the same are acceptable to me/us.

Place Signature of Authorized Person

Date Designation

Seal/ Stamp Name



### 8. TECHNICAL SPECIFICATIONS

- The bidder must clearly specify the features of the offered product vis-à-vis specification and deviation if any in the Column-C and Column-D respectively.
- The technical spec sheet and the product brochure of the product offered should also be submitted along with technical bid.
- The Technical Specification Sheet for AutoCAD LT 2024 must be submitted separately on OEM's letter head as well as on Bidder's letter head. The same must be duly signed and stamped by authorized person of respective entity.

### TECHNICAL (MINIMUM) SPECIFICATIONS

#	Requirement	Compliance? [Yes/No]	Deviation from Specification / Remarks if Any
Α	В	С	D
<u>I. A</u>	utoCAD LT 2024 * Qty- 100 Nos * Delivery – 35 days		
1.	Enables 2D drafting, drawings, and documentation		
2.	Working from anywhere with the included AutoCAD web and mobile apps		
3.	Automatically place blocks based on where block has been placed previously		
4.	Utilize AutoLISP programs to automate repetitive tasks and enhance workflows		
5.	Create and edit 2D geometry		
6.	Annotate drawings with traces, text, dimensions, leaders & tables		
7.	Customize the ribbon and tool palettes		
8.	Attach and import data from PDF files		
9.	Share and use data from DGN files, Navisworks, & Bing Maps		
10.	Automate counting objects and blocks		
11.	Share drawings with colleagues directly from AutoCAD LT		

Place	Signature of Authorised Persor
riace	Signature of Authorised Person

Date Designation

Seal/ Stamp Name



# **Surat Municipal Corporation (SMC)**

## **Annexure to Technical BID**

Bid for
Procurement of AutoCAD LT 2024 with 3 years
subscription
[DC-ISD-AutoCAD-03-24]

Online Bid Start Date
June 20, 2024

Online Pre-Bid Conference
June 24, 2024

Online Bid End Date
(Last Date of Online Submission of Bids)
June 29, 2024

Last Date of Physical Submission of Bid Fee & EMD in Hard Copy

July 06, 2024

Information Systems Department (ISD)
Surat Municipal Corporation
Muglisara, Surat-395003

Annexure to Technical Bid

### 9. ANNEXURES TO TECHNICAL BID

All the documents listed below shall be annexed to the bid in the prescribed formats along with the necessary supporting documents to ascertain the claims made by the bidder.

### A. Bidder's Details

1	Details of responding firm/c	ompany	
a.	Name of the		
	Bidder/Supplier		
b.	Address	,	
c.	Telephone	Fax:	
d.	Website		
e.	Are you a Manufacturer / Authorized dealer / Sub dealer / Any other		
f.	Income Tax Number [PAN]		
g.	Goods & Service Tax (GST) No.		
2	Information about respondir	ng firm / Company	
a.	Address of Head Quarter/Head Office		
b.	Address of Registered Office		
C.	Main Office in Gujarat		
d.	Office in Surat		



e.	No. of years of operation in				
	India	., ., .,			
f.	Turnover (figures as per last	Yr1 (20			
	three audited balance	Yr2 (20	_)		
	sheets are to be provided)	Yr3 (20	_)		
3	<b>Details of Contact Person</b>				
a.	Name				
b.	Designation				
c.	Address				
d.	Telephone No.				
e.	Mobile No.				
f.	Fax No.				
g.	E-mail				
4	Details of Authorized Signa	tory			
a.	Name				
b.	Designation				
c.	Address				
d.	Telephone No.				
e.	Mobile No.				
f.	Fax No.				
g.	E-mail				
5	Forum of Business (Select along with attested copies of		-	de the Reg	istration Details
#	Forum of Business	Yes/	Registration	Details	Validity Date
		No	(submit attest		-
			of certificates)		
h.	Sole Proprietor?				
	(Registration Number under				
	Shops and Establishment				
	Act.)				
i.	Hindu Undivided Family?				
j.	Partnership Firm?				
k.	Public Limited Company				
	under The Companies Act?				

l.	Private Limited Company under The Companies Act?		
m.	State Govt. owned Undertaking/ Corporation / Enterprise?		
n.	Central Govt. owned Undertaking/ Corporation / Enterprise?		
о.	Co-operative Society?		
p.	Association of Persons?		

Place Signature of Authorised Person

Date Designation

Seal/ Stamp Name

## B. Information of Authorized Signatory / Contact Person

Name	Recent Passport Size
Address	Photograph
Phone No.	
Fax No.	
Mobile No.	Signature
Email	
Web Address	Capacity/Designation
-	
Name	Recent Passport Size
Address	Photograph
Phone No.	
Fax No.	
Mobile No.	Signature
Email	
Web Address	Capacity/Designation

### C. Authorization Letter from OEM

### FORM – A

(To be submitted on OEM's letterhead duly signed by its Authorized signatory)

Date:

To

The Deputy Commissioner (D), Surat Municipal Corporation, Muglisara, Surat- 395 003

Sub.: Authorization to a distributor/dealer/channel partner for Bid for Procurement of AutoCAD LT 2024 with 3 years subscription [DC-ISD-AutoCAD-03-24]

Dear Sir.

Please refer to your Notice Inviting Bid for Procurement of AutoCAD LT 2024 with 3 years subscription.

<<Name of the bidder>>, who is our reliable <<Specify Status like authorized distributor/ dealer/ channel partner / implementation partner / Systems Integrator / Service Provider>> is hereby authorized to quote on our behalf for AutoCAD LT 2024 for this bid.

We hereby extend our full service support as per terms and conditions of the tender and the contract for the services offered against this invitation for tender offer by the above firm.

Yours faithfully,

<< Authorized Signatory>>

For and on behalf of

<<Name of OEM>>

### D. Self-Declaration

#### FORM – B

# Performa of Compliance letter (To be submitted on Bidder's letterhead duly signed by Authorized signatory)

To, Date:

The Deputy Commissioner (D), Surat Municipal Corporation, Muglisara, Surat- 395 003

Sub: Compliance with the bid terms and conditions, specifications and Eligibility Criteria

**Ref**: Bid for Procurement of AutoCAD LT 2024 with 3 years subscription [DC-ISD-AutoCAD-03-24]

Dear Sir,

With reference to above referred bid, I, undersigned << Name of Signatory>>, in the capacity of << Designation of Signatory>>, is authorized to give the undertaking on behalf of << Name of the bidder>>.

I/We the undersigned, hereby submit our proposal along with the necessary documents. The information/documents furnished along with the above application are true and authentic to the best of my/our knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

I/We have thoroughly & carefully read, studied and understood the Bid documents and Addenda and Corrigenda (if any) including the technical specification, terms and conditions, instructions, etc. referred there in and the same are acceptable to our company.

We hereby confirm that all our quoted items meet or exceed the requirement and are absolutely compliant with specifications mentioned in the bid document.

We hereby confirm that software which we shall supply on award of contract shall be original software from respective OEMs of the products and that no duplicate software shall be used.

We also explicitly understand that all quoted items meet technical specification of the bid & that such technical specification overrides the brochures/standard literature if the same contradicts or is absent in brochures.

I/We also state that our company is not black-listed / debarred by any of the Government or Public Sector Units in India as on the date of the submission of the tender

Further, I/we agree to abide by all the terms and conditions as mentioned in the bid document without any condition(s). We have also noted that SMC reserves the right to consider/ reject any or all bids without assigning any reason thereof.

In case of breach of any tender terms and conditions or deviation from bid specification other than already specified as mentioned above, the decision of SMC for disqualification will be accepted by us.

Thanking you,

#### For

- <<Name of the bidder>>
- <<Authorized Signatory>>
- <<Stamp of the bidder>>



# **Surat Municipal Corporation (SMC)**

### **Price BID**

Bid for
Procurement of AutoCAD LT 2024 with 3 years
subscription
[DC-ISD-AutoCAD-03-24]

**Online Bid Start Date** 

June 20, 2024

**Online Pre-Bid Conference** 

June 24, 2024

Online Bid End Date (Last Date of Online Submission of Bids)

June 29, 2024

Last Date of Physical Submission of Bid Fee & EMD in Hard Copy

July 06, 2024

Information Systems Department (ISD)
Surat Municipal Corporation
Muglisara, Surat-395003

Price Bid



#### **Price Bid**

[Note: Must be submitted online, not to be sent physically,]

### PRICE BID

Item	Particulars	Qty.	Unit Rate	GST	Unit Rate incl. GST	Amount incl. GST	Amount incl.
No.		(in numbers)	excl. GST	(%)		(in number)	GST (in words)
Α	В	С	D	E	F = D + (D * (E/100))	G=F * C	
1.	Subscription of AutoCAD LT 2024 for 100 users for 3 years	100					

#### Note:

- 1. The rates (Quoted in Unit Rate Column) should be exclusive of GST. The applicable GST should be quoted separately in GST column in Price Bid.
- 2. The L1 evaluation will be done on exclusive of GST rate.
- 3. The GST at prevailing rate will be considered for payment purpose.

olaco:	Signature of Authorized Person:
Place:	Signature of Authorized Person.

Date: Designation:

Company stamp: Name: