

RFP No.: **D-63/ITD**

Date: **26/05/16**

NEW DELHI MUNICIPAL COUNCIL

RFP For

Procurement, Supply, Installation of 12nos. of Autocad 2017 Commercial New Single-user ELD Annual Subscription with Basic Support for Architect Department

1	Start Date Downloading RFP document	26-05-2016
2	Last Date and time for submission of online bid	31-05-2016 at 03:00 PM
3	Estimated Cost	9,32,100/-
4	Earnest Money	18642/-
5	Date and time of Opening & Evaluation of Technical Bids (Tentative)	31-05-2016
6	Date and time of Opening of Opening & Evaluation of Commercial/Financial Bids	To be announced

Director(IT)

IT Department, 7th floor,

NDMC, Palika Kendra, Sansad Marg, New Delhi -110001

Email: director.it@ndmc.gov.in

Phone: 41501383, 41501353-60 Extn: 2701

INFORMATION TECHNOLOGY DEPARTMENT
NDMC: PALIKA KENDRA, NEW DEL HI
Ph: 41501383(D), 41501353 - 60 Ext. 2701

RFP NOTICE

The Director (IT), NDMC, Palika Kendra, New Delhi invites on behalf of NDMC through portal www.ndmc.gov.in from specialized firms **for Procurement, Supply, Installation of Autocad 2017 Commercial New Single-user ELD Annual Subscription with Basic Support for Architect Department at an estimated cost of mentioned at Page-1** . A sum mentioned at Sr. no- 4 on Page-1 as an earnest money has to be submitted along with RFP documents through bank draft/ Demand Draft/ Banker's Cheque/ Fixed Deposit Receipt drawn in favour of the Secretary, NDMC.


Eligible contractors may download the RFP documents from <https://ndmc.gov.in> . bidders are hereby requested to download the complete RFP documents, as incomplete RFP documents shall not be considered and are liable to be rejected.

The original bank draft/ Demand Draft/ Banker's Cheque/ Fixed Deposit Receipt in a sealed cover is to be dropped in a RFP box kept at IT department, NDMC, 7th floor, Palika Kendra, CP, New Delhi-110001 up to 3:00 p.m. on or before the date and time of submission (Sr.No-3) of the bid as given at page-1

The bidder may contact for any query or technical clarification regarding any change (modification, addition or deletion of specifications with suitable justification) Joint Director (IT) , Room No. 7013, 7th floor, IT department, NDMC, Palika Kendra (Fax: 41501383 Phone: 41501367) on or before the date mentioned on Page-1 Sr No-2.

The bidder may submit the duly filled up RFP documents on or before the prescribed bid submission time or date as given at page-1 .

N.D.M.C. reserves the right to reject the whole or any part of the RFP without assigning any reason.


DIRECTOR (IT)
26/5

Chapter-1

INSTRUCTIONS TO BIDDERS

1. General:

Bids are invited from established, reputed and experienced firm / company/ partnership firm Registered under the Indian Companies Act, 1956. The Partnership Act, 1932 and who have their Registered offices in India should be Authorized reseller of Autodesk for AEC products.

- a) The Bidder should have profitable average annual turnover of Rs. 10 Lacs during the last 3 financial years as evidenced by the relevant financial statements and audited accounts of the company. ✓
- b) Bidders are advised to study the RFP document thoroughly. Submission of RFP should be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- c) It will be imperative on each bidder to fully acquaint himself with all the local conditions and Factors, which would have any effect on the performance of the contract and cost of the software / services. No request for the change of price or time schedule of delivery of software shall entertain; on account of any local condition or factor once the offer is accepted by NDMC.
- d) NDMC reserves the right to relax any terms & conditions in the Government interest.
- e) No conditional/optional bid shall be accepted and bidders shall not be permitted to alter or modify their bids after expiry of the deadline for receipt of Bids. ✓
- f) NDMC reserves the right to carry out the capability assessment of the bidder, and reference visit of offered solution, NDMC's Decision shall be final in this regard. ✓
- g) NDMC will not consider the bids delivered through Fax or email.
- h) The bid should be concise, brief and shall not contain irrelevant material.
- i) The Purchaser reserves the right to vary the technical specifications and/or split the order among the selected Bidders and fix a delivery & implementation schedule.

2. Schedule of RFP:

i. The bidder has to submit amount mentioned at Page-1 as an earnest money through bank draft/ Demand Draft/ Banker's Cheque/ Fixed Deposit Receipt/ Bank Guarantee drawn in favor of the Secretary, NDMC. The scanned copy of bank draft/ Demand Draft/ Banker's Cheque / Fixed Deposit . The Bank Guarantee submitted as a part of earnest money should be valid for a period of nine months from the date of submission of the RFP. ✓

- I. The bids may be opened as per the prescribe dates on Page-1 and it must enclose all technical literature/catalogue.
- II. After evaluation of the Technical bids,. The decision of the committee on technical suitability of the offer shall be final and shall not be open for discussion.
- III. The Commercial/Financial bids of the only technically qualified short-listed Bidders will be opened . The short-listed bidders or their authorized representatives may present, if they so desire.

3. Purchaser's Right to accept and Bid and to reject any or all Bids.

The Purchaser reserves the right to accept any bid, and to annul the RFP process and reject all or any bids at any time without assigning reason 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 grounds for the Purchaser's such action.

4. Procedure for submission of Bids(Please read carefully)

- i. The Bid along with relevant document should be submitted in the Office of Director-IT **latest by date and time mentioned at Page-1**

- ii. EMD- The original bank draft/ Demand Draft/ Banker's Cheque/ Fixed Deposit Receipt in a sealed cover is to be dropped in a RFP box kept in office of Director (IT) at 7th floor, IT department, NDMC, Palika Kendra, CP, New Delhi-110001. The EMD of unsuccessful bidders will be returned after finalization of the RFP within reasonable time.
- iv. The bid shall contain no erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be authenticated by the person or persons Signing the bid.
- v. All pages in the technical documents must be duly self attested and sequentially numbered by the Bidder.
- vi. Conditional Bids would be liable to rejection

5. Bidder Qualification

The "Bidder" as used in these RFP documents shall mean the authorized signatory who has signed the Bid Form or submitted the bid document through digital signature. The Bidder may be either the service provider for which price is quoted on the Bid Form or his duly authorized representative, in which case he shall submit certificates of authority. The terms Bidder, Supplier, Contractor and Firm have been used interchangeably in this document.

6. Period of Validity of Bids

Bids shall remain valid for 180 days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period is liable to be rejected by the Purchaser.

7. Signature of Bids

The Bidder's name stated on the proposal shall be the exact legal name of the firm.

8. Contents of Bid

The Bids prepared by the Bidder shall comprise of the following components: -

1. Original Demand Draft/Pay Order/ Banker's Cheque/Bank Guarantee amounting to **mentioned at Sr. no- 4 on Page-1** as an earnest money in favor of Secretary, NDMC.
2. Copies of PAN, Service Tax & VAT Registration.
3. Copies of All Relevant documents in support of Eligibility criteria (ref Chapter-3)
4. Organization details (ref Chapter-6)
5. Copies of Last 3 years duly audited balance sheets having profit / loss statement.
6. Bid Form (ref Chapter-5)
7. Copies of Valid registration certificate with Registrar of Companies.(attach copy)

Chapter-2

CONDITIONS OF CONTRACT

1. Application

These Terms & conditions shall apply to the extent that they are not superseded by provisions in other parts of the contract.

2. Standards

The software and services supplied under this contract shall conform to the standards mentioned in the technical specifications, and, when no applicable standard is mentioned to the authoritative standards, such standard shall be latest issued by the concerned authorities.

3. Inspection and Tests

The purchaser shall have the right to inspect and/or test the conformity to the Contract Specification. Should the system fail to conform to the specification, the Purchaser may reject them and the supplier shall either replace the rejected system or make all alterations necessary to meet specification requirements free of cost to the Purchaser.

4. Arbitration

In the event of any dispute or differences arising between the contractor and the NDMC in connection with this contract, the same shall be referred to the sole arbitration of the Chairperson, NDMC or his nominee whose decision shall be final and binding on both the parties to this contract. The arbitration proceedings shall take place at Delhi and courts at Delhi shall have jurisdiction over the matter. The contract shall be interpreted in accordance with the Indian laws.

5. Delivery and Installation

Deliveries and successful installation of the software and subscription certificate is to be done in accordance with the terms specified by NDMC within 15 days from the date of receipt of purchase/work order. Any delay in successful installation / Deliveries beyond 30 Days shall call for penalty as per Liquidated damages clause.

6. Training

The Bidder shall provide 2 days training to NDMC's selected staff from the O.E.M. Staff. The venue and Date and timing for the training shall be decided jointly by NDMC and bidder will provide proper course material

7. Technical Support

The Bidder will provide 24 x 7 Telephonic , Web Support and Onsite Support if needed, for 1 year without any extra cost.

8. Transportation

The Bidder/Supplier shall be required to meet all transport and storage expenses until delivery, installation/ implementation and during currency of the contract at NDMC sites in Delhi.

9. Future Updates

The Bidder/Supplier is required to provide, install and commission all software up gradations / enhancements from time to time, during subscription period free of cost to Purchaser. Any up gradation in technology shall be made available to NDMC without any additional cost beyond the cost bid. All the incidental expenses for making systems operational will be the sole responsibility of bidder without any additional cost.

10. Proprietary Rights

The Bidder/Supplier shall indemnify the Purchaser against all third party claims of infringement of patent, copyright, trademark, license or industrial design rights and other intellectual property rights, material piracy arising from use of the goods or any part thereof in the Purchaser's country.

11. Merger & Acquisition of the Bidder with another company

In the event the Bidder's company of the concerned division of the company is taken over/bought over by another company, all obligations and execution responsibilities under the agreement with NDMC, shall be passed on or compliance by the new company in the negotiation for their transfer.

12. Termination for Default

The Purchaser may without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the contract in whole or in part.

If the Bidder fails to deliver any or all of the Goods within the time period(s) specified in the contract.

Or

If the Bidder fails to perform any other obligation(s) under the contract.

13. Force Majeure

The Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if the delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of the clause, "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 will include wars, revolutions, fire, floods, epidemics, quarantine and freight embargoes.

14. Termination for insolvency

The Purchaser may at any time terminate the contract by giving written notice to the bidder, without compensation to the bidder, if the bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right to action or remedy which has accrued or will accrue thereafter to the purchaser.

15. Performance Security Deposit

The contractor shall have to give Security Deposit along with the acceptance of work order, which shall be equal to 10% of the total work order amount to NDMC within 30 days of Issue of Purchase/Work Order. The security deposit can be in the form of Bank draft/ Demand Draft/ Banker's Cheque/ Fixed Deposit Receipt drawn/Bank Guarantee in favour of the Secretary, NDMC. The Validity of the performance Security would be for a period of 60 days beyond the date of completion of all contractual obligation of the bidder, including warranty obligations.

16. Forfeiture of Performance Security

Forfeiture of Security Deposit: Security amount in full or part may be forfeited in the following cases: -

- a. When the terms and conditions of contract is breached
- b. When the bidder fails to make complete supply satisfactorily.
- c. When contract is being terminated due to non-performance of the bidder. Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of the Purchaser in this regard shall be final.

Failure of the successful bidder to comply with the requirement of the contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the purchaser may make the award to the next lowest evaluated bidder or call for new bids.

In case supplier fails to deliver the items within delivery period or provide satisfactory after service within the warranty period, the Performance security submitted by the bidder is liable to be revoked and the NDMC will claim the Performance security.

Failure to comply with this condition would render for adjustment of Earnest Money Deposit and furnishing for the balance amount without further delay. Performance security shall be released after two months on the satisfactory completion of all contractual obligation of the bidder, including warranty obligations. No interest will be payable by NDMC on the Performance security.

The successful bidder shall be required to execute Service Level Agreement for Maintenance Service Support for Components supplied and installed.

17. Waiver

Failure or delay on the part of the Supplier or NDMC to exercise right or power hereunder shall not operate as a waiver thereof.

18. Governing Law

This Contract including the Contract Documents shall be governed by and construed in accordance with the laws of India and the Delhi Courts shall have jurisdiction in this regard.

19. Risk & Costs

If the bidder backtracks to carry out any/all services under scope of work then NDMC has the right to award the same work on his risk & cost to one of the bidders participating in the bids or from open market. It will also result in cancellation of award, forfeiture of EMD and encashment of Performance Bank Guarantee without assigning any reason to the firm.

20. No unauthorized code

The supplier shall not supply or install any software that the purchaser is not licensed to use, unless the product is activated by a required license key.

21. Disqualification

NDMC may at its sole discretion and at any time during the processing of RFP, disqualify any bidder from the RFP process if the bidder has –

- a. Submitted the RFP after the prescribed date and time of submission of bids.
- b. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- c. If found to have a record of poor performance such as abandoning works, not properly completing the contract, inordinately delaying completion, being involved in litigation or financial failures, etc.
- d. Submitted bid document, which is not accompanied by required documentation and Earnest Money Deposit (EMD) or is non-responsive.
- e. Failed to provide clarifications related thereto, when sought.
- f. If the technical offer contains any price information the offer will be summarily rejected
- g. Conditional bids will be summarily rejected.
- h. Applicants who are found to canvass, influence or attempt to influence in any manner the qualification or selection process, including without limitation, by offering bribes or other illegal gratification, shall be disqualified from the process at any stage.

22. Earnest Money Deposit

The bidder shall furnish, as part of the Bid, an Earnest Money amounting to mentioned at Sr. no- 4 on Page-1. The EMD shall be in Indian Rupees as prescribed earlier in the document Earnest Money of unsuccessful bidders will be returned after finalization of the RFP within reasonable time. Earnest Money of the successful bidder will be released once the purchase order is released and bidder furnishes the performance guarantee. Forfeiture of earnest money.

The Earnest Money will be forfeited on account of one or more of the following reasons:

- a) Bidder does not respond to requests for clarification of their bid
- b) Bidder fails to co-operate during the bid evaluation process, and in case of a successful Bidder, the said Bidder fails to furnish Performance Guarantee

23. Bidding Process

The Bidding Process would be in two Phases namely:

The Technical Bid (The Bidder will have to conform with all Technical specifications)

The Financial Bid will be opened only for the successful bidders in Technical Bid The lowest financial bid will be recommended for award of purchase order.

24. Statutory Deductions:

The Statutory Deductions i.e. Income tax where ever due from the bill of contractor and same is specifically shown in the memorandum of payments thereof under the item "By Recovery of the amounts creditable to other works or Head of Accounts.(Para 12.2.16 of CPWA Code)

25. Execution of Contract

Contractor shall have to execute the contract/agreement with the purchaser within 30 days of the receipt of the supply order on a non judicial stamp paper of Rs. 50/- as per the prescribed format provided by NDMC before which Performance Bank Guarantee to be deposited . Failure to execute the contract is liable to result the rejection of the work order.

27. Payment Terms

The standard payment terms, subject to recoveries, if any, under the Liquidated Damages clause & Penalty Clause in the RFP terms and conditions

80 % of total contract price will be paid to the firm on successful completion of the supply and installation and after satisfactory services on receipt of invoice in duplicate.

10 % of total contract price will be paid to the firm after successful training to the NDMC Staff which will be of minimum 02 working days.

10% of the contract price shall be paid after satisfactory completion of the warranty period of one year or against 10% bank guarantee within warranty period as per NDMC prescribed valid up to warranty period. No advance will be paid in any case.

28. Warranty

The vendor will be responsible for **one year onsite comprehensive warranty from the date of successfully Installation.**

29. Liquidated Damages,.

If the supplier fails to deliver any or all the Goods or perform the services within the time period specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, (not by way of penalty) a sum equivalent to 0.5% (half) percent of the price of the delayed software or unperformed service for each and every week (part of a week being treated as a full week) of delay until actual delivery or performance, up to a maximum deduction of 10% (Ten percent) of the total contract price

30. Copyright

All rights including the Intellectual property rights subsisting in any material including to any tools, utilities or methodologies belonging to the Supplier and used to perform the obligations under this Agreement and any additional or new inventions made in the course of performance of services hereunder by the Supplier shall remain vested with the Supplier (the Supplier Properties).

31. Sub-Letting of Contract

The contractor shall not sublet, transfer or assign the contract or any part thereof without the written permission of the NDMC, in the event of the contractor contravening this condition, the NDMC, shall be entitled to place the contract elsewhere on the contractor's account and at his

risk and the contractor shall be liable for any losses or damage which the contractor may sustain in consequence or arising out of such replacing the contract.

32. Scope of Work

The Scope of work necessarily, but exclusively, includes the following activities

- a. Procurement, Supply, Installation of Autocad 2017 Commercial New Single-user ELD Annual Subscription with Basic Support for Architect Department ✓
- b. Successful installation & commissioning of the Autocad 2017 Commercial New Single-user ELD Annual Subscription with Basic Support for Architect Department on existing hardware (Server & Desktops, Laptops) at NDMC ✓
- c. As the requirement is specific to run the Online Building Plan Approval System, the bidder shall provide necessary support for any integration etc, if need arises.
- d. Minimum 02 working days training on Autodesk Software to t2eam IT/Architect of NDMC ✓
- e. The bidder must provide original certificate (on the letter head of O.E.M.) of training to each participants.

Chapter-3

“Eligibility Criteria” (Mandatory Requirements)

Bidders are requested to be careful in filling these requirements. Any false information may lead to disqualification of the bidder. Bidder should indicate compliance with documentary proof. Fulfillment of these criteria's is mandatory. Non-compliance may lead to disqualification.

S. No	Eligibility Criteria for Bidder	Status (Y/N)	Proof Attachd (Y /N)
1	The bidders eligible for participation in the RFP shall be business entity registered under the Indian Companies Act and/or a premier Governmental, semi governmental autonomous and/or corporate body involved in the research and developmental activities concerning development of software		
2	The Bidder should have had an profitable average annual turnover of at least Rs. 10 Lacs during the last 3 financial years as evidenced by the relevant financial statements and audited accounts of the company ✓		
3	The Bidder should be O.E.M. or Authorized Partner to resell and implement of Autodesk Software Product. Authorization letter from O.E.M is to be attached in the regard		
4	The Bidder should have successfully supplied and implemented Autodesk software in at least 3 Municipal Corporations/ Govt Organizations/PSUs ✓		
5	The Bidder should have ISO:9001 certification		
6	The Bidder should have successfully implemented similar nature of work during last 3 financial years ending with 31 st March 2015 (attach copies of work order) ✓ At least one similar completed works costing not less than 80% of RFP estimate cost. Or ✓ At least two similar completed works costing not less than 60% of RFP estimate cost.Or At least three similar completed works costing not less than 40% of RFP estimate cost. ✓		
7	The bidder/O.E.M. should have office in Delhi(NCR) for support.		
8	The bidders must furnish the list of major clients using the product worldwide including India. (attach documentary proof)		
9	The bidder SHOULD NOT HAVE BEEN black listed /defaulted (in payment or in completion of the project) in any Govt/State Govt/PSU/Govt. owned organization.(attach self authorization letter)		
10	The Bidder/OEM should have support services at 24 X 7. The support service should have toll free number.		

Chapter-4

Price-Schedule

S.No.	Item/ Description	Qty	Rate	Amount
1	AutoCAD 2017 Commercial New Single-user ELD Annual Subscription with Basic Support	12		
Grand Total (Inclusive of all Taxes)				

Break up of taxes in Main Price Schedule

S.No.	Description of Tax	Rate of Tax (In %)

The bidder has to indicate the type of taxes with their present rates included in the total amount mentioned in main price schedule.

Dated:

(Signature and Seal of Bidder)

Chapter-5

BID FORM

(Enclose with technical Bid)

(Letter to the NDMC on the bidder's letterhead)

To,

**The Director
Information Technology Department,
7th Floor, Palika Kendra, Parliament Street,
New Delhi Municipal Council, New Delhi - 110 001**

Dear Sir,

I/We hereby submit application for AutoCAD 2017 Commercial New Single-user ELD Annual Subscription with Basic Support in the prescribed format for your consideration.

I/We hereby certify:

That I/We has/have carefully examined all the contents incorporated in various parts of this RFP document.

That all the statements made and information supplied in the enclosed forms and accompanying statements are true and correct.

That I/We have furnished all information and details necessary for empanelment and have no further pertinent information to supply.

That I/We submit the required earnest money of _____ in form of Demand Deposit in favour of 'Secretary, NDMC' payable at New Delhi bearing no. _____ date _____ from the bank _____ branch _____.

That I/We authorize the NDMC to approach Individuals, Banks, Firms and Corporations to verify our competence and general reputation.

That I/We submit the PO copies in support of our suitability and technical know-how.

That I/We submit the certificates in support of our capability for having successfully completed the works.

That I/We further confirm that the offer is in conformity with the terms and conditions as mentioned in the RFP.

That I/We also confirm that the offer shall remain valid for 180 days from the date of the offer.

That I/We understand that the Council is not bound to accept the offer either in part or in full and that the Council has right to reject the offer in full or in part without assigning any reasons whatsoever. Council has right to reject the bid with any condition out rightly.

Yours faithfully,

Authorized Signatories

(Name & Designation, seal of the firm)

Chapter-6

Organization Details

(Enclose with Technical Bid)

Name of the Organization	
Address of Organization in India with Phone and Fax number	
Year of establishment	
Status of the partnership: (O.E.M / their authorized Distributors / Governmental / Semi-Government Organizations / Public Sector Undertaking. Please enclose photocopy of certificate issued by O.E.M.	
Whether registered with the Registrars of Companies/ Registrar of Firms, if so, mention number and date (Attach Certificate)	
Permanent Account Number (attach copy)	
Service Tax Registration Number (attach copy)	

Turnover of the Company during last three years (Attach necessary documentary proofs)

Financial Year	Turnover (In Lacs)	Profit After Tax (in Crores)
2012-13		
2013-14		
2014-15		

Contact Details of the person to whom all references shall be Made regarding this RFP Enquiry.

Name	
Designation	
Address	
Telephone	
Mobile	
Fax	
E-mail	

(Name & Designation, seal of the firm)

Chapter-6

Organization Details

(Enclose with Technical Bid)

Name of the Organization	
Address of Organization in India with Phone and Fax number	
Year of establishment	
Status of the partnership: (O.E.M / their authorized Distributors / Governmental / Semi-Government Organizations / Public Sector Undertaking. Please enclose photocopy of certificate issued by O.E.M.	
Whether registered with the Registrars of Companies/ Registrar of Firms, if so, mention number and date (Attach Certificate)	
Permanent Account Number (attach copy)	
Service Tax Registration Number (attach copy)	

Turnover of the Company during last three years (Attach necessary documentary proofs)

Financial Year	Turnover (In Lacs)	Profit After Tax (in Crores)
2013-14		
2014-15		
2015-16		

Contact Details of the person to whom all references shall be Made regarding this RFP Enquiry.

Name	
Designation	
Address	
Telephone	
Mobile	
Fax	
E-mail	

(Name & Designation, seal of the firm)