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**DIRECTORATE OF GEOLOGY, ODISHA**

**TENDER DOCUMENT**

**FOR SUPPLY OF**

**LATEST UPGRADATION OF ARCGIS SOFTWARE  
2016-17**

DATE OF SALE OF THE TENDER DOCUMENT : 24.12.2016 – 16.01.2017 (Up to 5PM)

LAST DATE FOR SUBMISSION OF TENDER : 17.01.2017/ 4.00PM

DATE OF OPENING OF TENDER : 18.01.2017/ 11.30 AM

**ADDRESS FOR COMMUNICATION, RECEIPT OF BID DOCUMENTS AND PLACE OF  
OPENING OF TENDER:**

Directorate of Geology, Bhu-Bigyan Bhawan  
Bhubaneswar, Odisha – 751001  
Tel : 0674-2392374 / Fax : 0674-2391776  
Email : directorgeology\_odisha@yahoo.in



**CHAPTER - I**  
**(INSTRUCTIONS TO THE BIDDERS)**

- 1.1 The Director of Geology, Odisha, Bhu-Bigyan Bhawan, Unit-V, Bhubaneswar-751001, invites sealed tenders on behalf of the Governor of Odisha in two bid system (Technical bid and Price bid) for purchase of **Latest Upgradation of ArcGIS Software**, from authorized Distributors/ Importers in conformity with terms and conditions as laid down in tender documents. In case of imported articles direct importers are also eligible to participate in the tender process subject to fulfillment of the conditions mentioned in the tender document.
- 1.2 Sealed tenders for supply of the item (Details at Chapter-III) should reach the Director of Geology, Odisha, Bhu-Bigyan Bhawan, Unit-V, Bhubaneswar – 751001, latest by **4.00 P.M. on 17.01.2017**, by Regd. Post/ Speed Post/ Courier Service only. Tenders received after the aforesaid time and date will not be considered and will be returned unopened.
- 1.3 The sealed tenders submitted by the Bidder will be opened by a committee in the conference hall of Directorate of Geology, Bhu-Bigyan Bhawan, Unit-V, Bhubaneswar-751001 **on 18.01.2017 at 11.30 A.M.**
- 1.4 The Bidders or their duly authorized representatives are allowed to be present during opening of the tenders if they so like. Absence of the bidder or his authorized representative at the time of opening of the tender will not restrict the authority from opening the tender or carrying on the subsequent tendering process.
- 1.5 In the event of the designated date being declared as a holiday for Govt. of Odisha the due date of submission of bids and opening of bids will be the next working day at the appointed place and time.
2. Two covers (**Cover A - Technical Bid & Cover B - Price Bid** “superscribed” separately as “**Cover A - Technical Bid**” & “**Cover B - Price Bid**” respectively) should be separately sealed and put inside a **third sealed** cover. The third sealed cover should be superscribed as “**Tender for the supply of Latest Upgradation of ArcGIS Software, 2016-17**” and is to be submitted to “**THE DIRECTOR OF GEOLOGY, ODISHA, BHU-BIGYAN BHAWAN, UNIT-V, BHUBANESWAR – 751001**”.





### 3 DOCUMENTS FOR SUBMISSION OF TENDER

#### 3.1 TECHNICAL BID (Cover-A)

The bidder must have to attach evidentiary documents with the technical bid (Cover A - Technical bid) in support of fulfilling the following instructions and summarize with an Index & Page No. in **Annexure – V**.

- 3.1.1 Original Money Receipt for purchase of tender document or Non-refundable Crossed Bank Draft of Rs 1050/- (including VAT @ 5%) drawn in favour of Director of Geology, Odisha, Bhubaneswar in case the tender document is downloaded from web-site.
- 3.1.2 Earnest Money Deposit as per Para 5.1. The Bidders claiming exemption of EMD must have to enclose relevant document in support of such exemption.
- 3.1.3 The declaration Form in Annexure-I signed by the Bidder.
- 3.1.4 **The participant bidders must be registered under Odisha VAT Act or CST Act in their respective States.** Photo copy of up-to date VAT Clearance in Form VAT-612, must be submitted.
- 3.1.5 The bidders from outside the state may participate in the tender without having any VAT clearance certificate subject to the condition that they submit undertaking in the form of an **Affidavit (Annexure II)** indicating therein that they are not registered under the Odisha VAT Act, as they have not started any business in the State and they have no liability under the Act but before award of the contract, the bidder shall have to produce the VAT clearance certificate in Form VAT-612. However they must furnish documentary evidence in support of their CST registration.
- 3.1.6 A copy of the Terms & Conditions of the tender document and Chapter IV, showing the schedule of Requirement and Technical specifications of items to be procured be signed by the bidder at the bottom of each page with his Office seal duly affixed should be returned along with the tender.
- 3.1.7 Attested photocopy of the up-to-date Manufacturing license (supported with up-to-date B.I.S./ I.S.O./ CE certificate) / Import License, if it is imported/ Authorized Dealership Certificate for the quoted product must be attached.
- 3.1.8 The bidders are to attach the literature/ Brochure in support of the technical specifications of the item in his bid.
- 3.1.9 The detail Name, Address, Telephone No., Fax, E-mail of the Manufacturer/ Distributor/ Importer along with Repairing & Service centers in the state of Odisha, stating to provide after Sales Service with-in the State of Odisha, after expiry of the comprehensive warranty period of one year. **(Annexure- III)**
- 3.1.10 Market Standing Certificate for last three years i.e. 2013-2014, 2014-2015, and 2015-16 **(Annexure - IV)**





### 3.2 PRICE BID (COVER- B)

- 3.2.1 The tender format prescribed in Chapter- V, duly filled in, in conformity with Chapter – III & IV, (in duplicate) i.e. the basic price should include all the taxes such as excise duty, custom duty, Insurance, transportation, installation charges and incidental charges etc. (As stated in 7.4). **But in-case of outside State bidder, CST will be reflected separately.** The VAT, Entry Tax and Service Tax if any shall be mentioned in separate column, where ever applicable.
- 3.2.2 The rate should be quoted for each item both in figures and words. In case of difference in words and figures, words will be taken into consideration.

### 4. OPENING OF TENDER

- 4.1 The cover "A" containing the Technical Bids will be opened first for evaluation by a "Technical evaluation committee" constituted by the Director of Geology / Purchase Committee, in presence of the bidders or their authorized representatives. The representatives need to produce authorization documents on demand. The Price Bid of the technically qualified bidders shall be opened subsequently under proper intimation.
- 4.2 The comparison of quoted value shall be made among the technically qualified bidders. The Bidder offering the lowest cost shall be declared as the selected bidder.

### 5. EARNEST MONEY DEPOSIT

- 5.1 The Earnest Money Deposit (EMD) referred to, at Para 3.1.2 shall be of **Rs.50,000.00 (Rupees Fifty thousand) only**, which must be in the form of Demand Draft drawn / Bank Guarantee/ Fixed deposit receipts pledged for a minimum period of 90 days, in favor of Director of Geology, Odisha from any Nationalized Bank/ Scheduled Bank located in Bhubaneswar. This must be enclosed with the tender document (In Cover- A, Technical Bid). The Bidders claiming exemption of EMD must have to enclose relevant document in support of such exemption.
- 5.2 The EMD of the unsuccessful bidders will be returned back after publication of the approved list.
- 5.3 The EMD of the successful bidders will be returned back only after fulfillment of conditions as laid down in Para-12.2.





## 6. PERFORMANCE SECURITY

- 6.1 The successful Bidder shall be required to **submit Security Deposit within 15 days of getting purchase order in shape of an Unconditional Bank Guarantee in favour of Director of Geology, Odisha, Bhubaneswar equal to 10% of the contract value of the software accepted i.e. the basic rate quoted by the bidder in the Price Bid, valid for one year (12 months) from the date of delivery/ installation of the software.**
- 6.2 The Security Deposit (Bank Guarantee) will be returned back to the issuing bank subject to satisfactory performance certificate obtained from competent user, after expiry of one year from the date of delivery/ installation or after the expiry of the normal comprehensive warranty period, whichever is later.

## CHAPTER – II

### CONDITIONS OF CONTRACT

#### 7. TENDER CONDITIONS

- 7.1 The details of the software required with Technical Specification are shown in Chapter III and IV of the tender document.
- 7.2 Tenders should be typewritten/ computerized and every correction in **the tender should invariably be signed with date by the bidder/ authorized person to transact business** before submission, failing which the bidder will not be eligible for further consideration.
- 7.3 The bidders should quote the rates in the format prescribed in **Chapter-V, in duplicate**, duly filled in for each items in conformity to **Chapter - III & IV**.
- 7.4 The basic Rates quoted should be **inclusive of excise duty, customs duty (in case of imported goods), transportation charges and incidental charges, if any on Freight on Delivery (Door Delivery) basis. The VAT, CST & the Entry Tax, Service Tax etc. (if applicable) must be mentioned separately for each item.**
- 7.5 The bidder has to deliver the materials at the Directorate of Geology, Odisha, Bhu-Bigyan Bhawan, Unit-V, Bhubaneswar. The insurance, transport charges/ courier charges, installation charges and training, will be borne by the supplier.
- 7.6 The rates should be quoted in **Indian Rupees** only and should be mentioned both in words and figures against each item. The bidder shall not quote his own rates for any item other than the item specified in this list. Price quoted in any other currency will be rejected. In case of difference in words and figures, words will be taken into consideration.





- 7.7 The price quoted by the bidders shall not in any case, exceed the controlled price, if any fixed by Central/ State Government and the Maximum Retail Price (MRP).
- 7.8 Approved terms and conditions and the quoted price of the tenders shall remain valid for a period of 12 months from the date of publication of approved list. The rates quoted and accepted will be binding on the bidder for one year and on no account any increase in the price will be entertained till the completion of the tender process.
- 7.9 No bidder shall be allowed at any time on any ground whatsoever to claim revision of or modification in the rates quoted by him. Clerical error, typographical error etc. committed by the bidders in the tender forms shall not be considered after opening the tenders.
- 7.10 If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or Act of the Central/ State Government/ the bidder shall be morally and statutorily bound to inform the Director of Geology, Odisha, Bhubaneswar immediately about such reduction in the contract price. The Director of Geology, Odisha is empowered to unilaterally effect such reduction as is necessary in rates in case the bidder fails to notify or fails to agree for such reduction of rates.
- 7.11 If any information or document, furnished by the bidder, along with the tender paper is found to be misleading or incorrect at any stage, the tenders of such bidder shall be cancelled and steps will be taken to black list the said firm for five years and legal actions will be taken against the firm as per law.
- 7.12 If the manufacturing license and other relevant documents/ certificates which are required to be furnished along with the tender are written in language other than English, Hindi and Odia, the tendering firm shall furnish English version of such documents/ certificates duly attested by a Gazetted Officer/ Notary Public with his seal and signature.
- 7.13 The bidder must not have been adjudged by any Court of Law/ de-recognised / black listed by any State Govt. / Union Territory / Govt. of India / Govt. Organization / Institutions for supply of Not of Standard Quality (NSQ) items / Non-supply.

## **8. INSTALLATION & DEMONSTRATION AND TRAINING**

- 8.1 The installation & demonstration of the software shall be done by the successful bidder at their cost at the installation site.
- 8.2 The successful bidder shall impart adequate training to personnel to be nominated by Director of Geology, Odisha, at his/ their factory/ workshop inside/ outside India/ at the site of installation, as the case may be, at the supplier's cost.





## 9. COMPREHENSIVE WARRANTY

- 9.1 The comprehensive warranty will remain valid for a **minimum period one year** from the date of installation & commissioning of the software.
- 9.2 The warranty will cover all the parts of the software or item and any replacement or repair required within the warranty period and will be provided by the supplier free of cost at the destination point (installation point).
- 9.3 If the supplier fails to replace the defective items or fails to repair the required within the warranty period, action as per Clause 13.2 will be taken against the supplier.

## 10. QUALITY TESTING

- 10.1 The software supplied will be chosen at the point of supply/ installation point for testing by a committee selected by Director of Geology, Odisha.
- 10.2 If the software as per report is found Not to be of Standard Quality and confirm as per specification, the Director of Geology will ask the supplier to replace the same **NSQ (Not of Standard Quality) item** by his own expenses, within a stipulated time period. All other ancillary expenditure towards packing, forwarding and testing fees etc. will also be borne by the supplier.
- 10.3 If the supplier does not replace the '**Not of Standard Quality**' stock, it will be derecognized for that product and the EMD/ Performance Security so submitted by the Supplier shall be forfeited.
- 10.4 The bidder shall also not be eligible to participate in any tender/ quotation process of Director of Geology, Odisha for supply of any kind materials for a period of next 5 years.
- 10.5 The bidder should clearly understand that the decision of the Director of Geology, Odisha or any officer authorized by him as to the quality of the supplied items shall be final and binding.

## 11. ACCEPTANCE OF TENDER AND SUPPLY CONDITIONS:

- 11.1 Purchase Order shall be sent to the approved supplier by Regd. Post/ Speed Post/ Courier Service. **The supply should be completed within 30 days from the date of issue of purchase order**, by the Director of Geology, Odisha **unless otherwise specified in the order**. If no supply is received within the specified period of issue of the purchase orders or any approved period of extension for supply, by the Director of Geology, Odisha, such orders would stand cancelled automatically without further notice. Penalties thereof shall also apply to the bidder as specified in Clause No. 13.1. **The EMD/ Security deposit in such cases will be forfeited.**





- 11.2 Items having ISI mark and ISO Certificate with C.E. Certificate will be preferred to other items. Similarly preference will be given to the Manufacturers of the item.
- 11.3 Selection of item will be done taking into consideration the quality, past performance as well as the price of the product.
- 11.4 The Director of Geology, Odisha or his authorized representative(s) has the right to inspect the Offices of those companies who have quoted for the tender, before accepting the rate quoted by them or before releasing any order(s) or at any point of time during the validity period of tender and has also the right to reject the tender or terminate/ cancel the orders issued based on facts brought out during such inspections.
- 11.5 **The Director of Geology, Odisha reserves the right to reject or accept any of the tenders or terminate the contract at any point of time without assigning any reason thereof.**

## 12. TERMS AND PAYMENT

- 12.1 No advance payment shall be made towards the cost of software supplied by Supplier. No payment will be made to the Supplier if he has not deposited the unconditional performance security/ Bank Guarantee required under Para- 6.1, the warranty document required under Para-9.
- 12.2 Total bill amount including VAT shall be released on delivery of the software and subject to fulfillment of all documents required under Para-12.1, satisfactory quality testing certificate in accordance with Para 10.1 & 10.2, Installation - demonstration & training as under Clause-8, and necessary stock entry certificate furnished by the persons concerned.
- 12.3 No claims shall be made against the Director of Geology, Odisha, Bhubaneswar in respect of interest on earnest money deposit or security deposit.

## 13. PENALTIES

- 13.1 If the successful bidder fails to execute the agreement and/ or withdraws his tender after acceptance of his tender, owing to any other reasons or he is unable to undertake the contract, or fails to supply the articles within the specified period of issue of the purchase orders or any approved period of extension for supply, **his contract/ purchase order will stand cancelled and his/ her EMD shall be forfeited** and he will also be liable for all damages sustained by the Director of Geology, Odisha, Bhubaneswar by reasons of such breach, such as failure to supply/ delayed supply including the liability to pay any difference between the





prices accepted by him and those ultimately paid for the procurement of the articles concerned. Such damages shall be assessed by the Director of Geology, Odisha, Bhubaneswar, whose decision shall be final and binding in the matter.

- 13.2 If any articles or things supplied by the bidder have been found not of Standard Quality or the Supplier is not satisfying the actions required under Clause-8, 9 and 10.1 & 10.2, then the EMD and the Performance Security Money submitted by the supplier shall be forfeited.
- 13.3 Supply of sub-standard items or non-performance of tender terms and conditions will disqualify a firm to participate in the tender for the next five years.
- 13.4 In the event of any dispute arising out of the tender, such disputes would be subject to the jurisdiction of the Civil Court, Bhubaneswar or High Court, Odisha only.

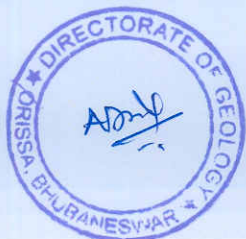


ADSK  
20/12/16  
Director of Geology, Odisha

### SCHEDULE OF REQUIREMENTS FOR UPGRADATION OF ARCGIS SOFTWARE FOR ONE YEAR

Sl. No.	Item Code	Item	No. of Licenses for which upgradation is to be supplied
1	2	3	4
1.	001	Upgradation of ArcGIS Desktop V10.0 with Spatial Analyst Latest version upgrade for one year	01
2.	002	Upgradation of ArcGIS Desktop adv V10.1 with 3D Analyst, Spatial Analyst and Geostatistical Analyst Latest version upgrade for one year	01
3.	003	Upgradation of ArcGIS Desktop Basic V10.1 Latest version upgrade for one year	03

NB: All further upgraded version(s) launched by ESRI within one year of the supply of first upgradation of Arc GIS software and its installed extensions is to be supplied without any additional cost.





**CHAPTER – IV**  
**SPECIFICATIONS OF**  
**UPGRADATION OF ARCGIS SOFTWARE**  
**2016-17**

Sl. No.	Item Code	Item	No. of Licenses for which upgradation is to be supplied
1	2	3	4
1.	001	Upgradation of ArcGIS Desktop V10.0 with Spatial Analyst Latest version upgrade for one year	01
2.	002	Upgradation of ArcGIS Desktop adv V10.1 with 3D Analyst, Spatial Analyst and Geostatistical Analyst Latest version upgrade for one year	01
3.	003	Upgradation of ArcGIS Desktop Basic V10.1 Latest version upgrade for one year	03

NB: All further upgraded version(s) launched by ESRI within one year of the current up gradation of Arc GIS software is to be supplied without any cost.





CHAPTER-V

**MODEL TENDER FORMAT (PRICE SCHEDULE)**

Item Code	Name of the item	Specification	No. of Units	Basic price per each unit, which includes excise duty, customs duty, insurance, transportation if any (Para-3.2 & 7.4) packing, forwarding warranty & maintenance for 1 (one) year & excluding VAT & Entry tax and service tax, if any in InR	VAT/ CST & Entry tax, if any, applicable on the amount in Col-5 (Rs.)	Unit Price (Rs.) (5+6)	Total Price (4x7)	Remarks
1	2	3	4	5	6	7	8	9
1.	001	Upgradation of ArcGIS Desktop V10.0 with Spatial Analyst Latest version upgrade for one year	01					
2.	002	Upgradation of ArcGIS Desktop adv V10.1 with 3D Analyst, Spatial Analyst and Geostatistical Analyst Latest version upgrade for one year	01					
3.	003	Upgradation of ArcGIS Desktop Basic V10.1 Latest version upgrade for one year	03					

Place :  
Date :

Signature of the Bidder:  
Name:  
Address:





**DECLARATION FORM**

I/We .....having my/our..... Office at..... do declare that I/We carefully read the terms and conditions as laid down in the Tender document of the Directorate of Geology, Odisha for the supply of latest Upgradation software for various ArcGIS software and extensions installed in the Directorate for a period of one year. I will abide by all the terms and conditions set forth in the said tender paper.

I/We further declare that I/We possess valid authorised Manufacturing license/ Distributor license Bearing No..... Valid up to .....

I/We ..... do hereby declare that I will supply the materials as per the specifications mentioned in the Chapter-IV of the tender document.

I/We ..... do hereby declare I/We have not been adjudged by any Court of Law/ de-recognised / black listed by any State Govt. / Union Territory / Govt. of India / Govt. Organization / Institutions for supply of Not of Standard Quality (NSQ) items / Non-supply.

Signature of the Bidder:

Date:

Name & Address of the Firm



**ANNEXURE – II**

As per Para- 3.1.5

**AFFIDAVIT**

I/ We ..... having my/ our.....Office at..... do declare that I/ We carefully read the terms and conditions as laid down in the Tender document of the Director of Geology, Odisha for the supply of latest Upgradation software for various ArcGIS software and extensions installed in the Directorate for a period of one year. I shall abide by all conditions set forth in the tender paper.

I further declare that the firm is not registered under the Odisha VAT Act as we have not started any business in the state of Odisha. I continue to say that we do not have any liability under the Act. I/ we do undertake that in the event of being selected for supply of the item, I/we will produce the VAT clearance certificate in Form VAT-612 before award of the contract.

Signature of the Bidder:

Date:

Name & Address of the Firm:





**ANNEXURE – III**

As per Para: 3.1.9

**DETAILS OF MANUFACTURING UNIT/ DISTRIBUTOR/ IMPORTER/ REPAIRING UNIT**

Name of the Item & Code No in tender	Address of the Manufacturer/ Importer with Phone No., Fax No., E-mail address, Date of Inception, License No & date etc.	Address of the Distributor/ Dealer in Odisha, with Phone No., Fax No., E-mail address, Date of Inception, License No & date etc	Address of the Repairing/ Service Centre/ Branch in Odisha, with Phone No., Fax No., E-mail address, Date of Inception, License No & date etc
1	2	3	4

I/ We hereby declare that the after sales services/ repairing shall be provided by us, after expiry of comprehensive warranty period of one year.



Signature of the Bidder

Date:

Official Seal:

**ANNEXURE – IV**

**MARKET STANDING CERTIFICATE  
(PROFORMA FOR PERFORMANCE STATEMENT)**

(For period of last three years i.e. 2013-14, 2014-15 & 2015-16)

As per Para: 3.1.10

Name of the Firm/ Supplier: .....

Order placed by (Full address of purchaser)	Order No. & Date	Description & quantity of order	Value of order	Date of completion of delivery as per contract actual	Remarks indicating reasons for late delivery, if any	Was the supply of materials (Attach a certificate from the purchaser/consignee) satisfactory?
1	2	3	4	5	6	7

Signature \_\_\_\_\_





**ANNEXURE – V** As per Para: 3  
**DOCUMENTS SUBMITTED WITH TECHNICAL BID (COVER-A)**

Sl No.	Particulars of the document submitted	Details
<b>MANDATORY DOCUMENT</b>		
1	Original money receipt for purchase of Tender Paper/ Crossed B.D. for downloaded document.	Amount : Rs. M.R./ B.D. No.
2	Earnest Money Deposit. (As in Para 5.1)	Amount : Rs. B.D. No. :
3	Declaration form (Annexure-I) signed by the bidder.	Yes : <input type="checkbox"/> No : <input type="checkbox"/>
4	Attested photo copy of up-to-date VAT Clearance Certificate in form VAT-612. (3.1.4)	Yes : <input type="checkbox"/> No : <input type="checkbox"/>
5	Affidavit of bidders from outside the state as in Annexure- II. ( 3.1.5)	Yes : <input type="checkbox"/> No : <input type="checkbox"/>
6	Copy of Terms & Conditions of Tender duly signed by the bidder in each page. (3.1.6)	Yes : <input type="checkbox"/> No : <input type="checkbox"/>
7	Attested photo copy of (a) Manufacturing license/ (b) Import license/ (c) Authorized dealership certificate (3.1.7)	(a) <input type="checkbox"/> (b) <input type="checkbox"/> © <input type="checkbox"/>
8	Literature/ brochure in support of the technical specifications of the items Instruments/Products. (3.1.8)	Yes : <input type="checkbox"/> No : <input type="checkbox"/>
9	Details of Manufacturing Unit/ Importer/ Distributor/ Repairing Unit. Annexure – III (3.1.9)	Yes : <input type="checkbox"/> No : <input type="checkbox"/>
10	Market Standing Certificate, Annexure-IV. (3.1.10)	Yes : <input type="checkbox"/> No : <input type="checkbox"/>
11	Any other document (Please specify)	



(Signature of the Bidder)