



Punjab State Warehousing Corporation
SCO 74-75, Bank Square, Sector 17,
Chandigarh – 160017
www.pswc.in

RFP DOCUMENT

FOR

Zoho Sprints – Online Agile Project Management Software

(Premier)

Version 1.0

INDEX TABLE

| S.No. | Contents | Page No. |
|--------------|---------------------------------------|-----------------|
| 1 | Introduction | 4 |
| 2 | Scope of Work | 5 |
| 3 | Advice to Bidder | 5 |
| 3.1 | Earnest Money Bidder | 5 |
| 3.2 | Period of Validity of Offer | 5 |
| 3.3 | Procedure for Submission of Bid | 5 |
| 3.4 | Contents of Bid | 5 |
| 3.5 | Evaluation of Bid | 6 |
| 3.6 | Evaluation Criteria | 6 |
| 3.7 | Criteria of Disqualification | 6 |
| 3.8 | Acceptance of Bid | 6 |
| 3.9 | Cross Checking | 6 |
| 3.10 | Cost Involved in Tendering | 6 |
| 3.11 | Earnest Money Refund | 7 |
| 3.12 | Release of Order | 7 |
| 3.13 | Addendum / Corrigendum | 7 |
| 4 | Terms & Conditions | 7 |
| 4.1 | Period | 7 |
| 4.2 | Payment Terms | 7 |
| 4.3 | Termination | 7 |
| 4.4 | Consequences of Cancellation of Order | 7 |
| 4.5 | Arbitration Clause | 8 |
| 4.6 | Laws & Governing | 8 |
| 5 | Annexure – “A” | 9 |
| 6 | Annexure – “B” | 10 |

SCHEDULE OF e-TENDER

| SN | Particulars | Details |
|--|---|--|
| 1. | Availability of e-Tender Document/ RFP online on: e-Procurement Portal of Govt. Of Punjab – https://eproc.punjab.gov.in . In addition to this, the RFP document can be viewed at www.pswc.in | 16-05-2023 from 2.00 pm |
| 2. | Bid due date | |
| a) | On line downloading of RFP document | 08-06-2023 upto 2:00 pm |
| b) | Submission of online bids | 08-06-2023 upto 2:00 pm |
| 3. | Date and time of opening of Pre-qualification-cum Technical bids & Financial Bids | 08-06-2023 5:00 pm |
| 4. | Announcement of shortlisted bidders | To be intimated later on. |
| 5. | Tender Fees | INR 2,500/- (INR Two Thousand & Five Hundred Only) Non Refundable + GST @ 18% |
| 6. | Earnest Money Deposit (EMD) | INR 3,150/- |
| 7. | Contact Details | Punjab State Warehousing Corporation S.C.O. 74-75, Bank Square, Sector 17-B, Chandigarh-160 017 e-mail: ctopswc@punjab.gov.in Website: www.pswc.in |
| 8. | e-Tender Website | https://eproc.punjab.gov.in email: eproc@punjab.gov.in Contact No: 0172- 2970263, 2970284 |
| 9. | Method of Selection | LCBS (Least Cost Based Selection) Method |
| Note: In case a Central/ State Holiday/s is/are declared on any day, the event shall be held on the next working day at the same time and same venue, without any notice. | | |

1. Introduction

The Punjab State Warehousing Corporation (PSWC) was originally established in 1958 for the purpose of warehousing of agriculture produce (Development & Warehousing) Corporations Act 1956 which was subsequently replaced by Warehousing Corporation Act, 1962.

PSWC Activities :

- **Warehousing**

- Storage of PSWC procured Central Pool Wheat
- Storage of FCI Stocks of Central Pool

PSWC has a network of 120 warehouses and PSWC is the largest state warehousing corporation of India with the Storage Capacity of 55.00 Lac MT's (Approx)

- **Procurement**

Declared as one of the procuring agencies of the state government in 1993-1994. PSWC has 286 procurement centres.

- **Containerization**

Handling & Storage of TEUs

PSWC has one Container Freight Station and three Inland Container Depots (ICD).

2. **Scope of work:**

The scope includes on-line access of Zoho Sprints – Online Agile Project Management Software (Premier) with annual subscription of one year, further extendable for three years on mutual agreeable terms of both parties.

3. **Advice to Bidders**

3.1 **Earnest Money Deposit (EMD)**

EMD amounting Rs. 3,150/- shall be deposited by the bidder as per procedure mentioned as per **“Procedure for Submission of Bid”**

- I. The offer received without required Earnest Money shall be rejected without further reference.
- II. No interest shall be payable by PSWC on the Earnest Money deposited by Bidder.

3.2 **Period of Validity of Offer**

Bids shall remain valid for 90 (Ninety) days from the date of submission of bids. PSWC reserves right to reject a proposal valid for a shorter period as non-responsive.

3.3 **Procedure for Submission of Bid**

This Bidding Process is proposed to be through e-tender route. For participating in the Bidding Process, the Bidders shall have to get themselves registered with <https://eproc.punjab.gov.in> and get user ID and password. Class 3 Digital Signature Certificate (DSC) is mandatory to participate in the e-tendering process. For any clarification / difficulty regarding e-tendering process flow please contact on helpdesk numbers mentioned under **Contact Us** menu on home page of above mentioned portal for e-tendering.

- Only authorized person should sign the tender. His/her name, designation and address should be given in capital letters.
- No bid shall be considered unless and until all the documents are properly signed

3.4 **Contents of the Bid**

The on-line submission of bids by the bidder shall comprise the following components –

Pre-Qualification Bid: comprising the documents mentioned as per **“Annexure – A)**

Commercial Bid: - comprising Performa is to be filled in accordance to **“Annexure – B).**

3.5 **Evaluation of Bids**

3.5.1 The pre qualification bids documents shall be evaluated as per as per the Annexure – “A”.

3.5.2 The Commercial Bids shall be as per **Annexure “B”**.

3.6 **Evaluation Criteria**

3.6.1 Pre-qualification Bid : Shall be evaluated based upon documents mentioned as per Annexure – ‘A’.

3.6.2 Commercial Bid : L-1 shall be evaluated on the basis of lowest rate quoted in Annexure – “B”

3.7 **Criteria for Disqualification**

Such criteria may include, without limitation, the following:-

3.7.1 Failure by any Bidder(s) to provide all of the information required in the Bid Proposal or any additional information as requested by the corporation including any supporting document;

3.7.2 Non Receipt of Bid Proposal on or before the last date and time specified in this document;

3.7.3 Misrepresentations in the Bid Proposal or any supporting documentation;

3.7.4 Non – payment of Earnest Money deposit.

3.7.5 Incomplete or conditional bids that do not fulfill all or any of the conditions specified in this tender document and bids not quoted as per the tender document.

3.7.6 Use of unfair means.

3.7.7 Bids signed by unauthorized person and unsigned corrections in the bids.

3.7.8 The bid shall contain no erasures or overwriting.

3.8 **Acceptance of the Bid**

PSWC is not bound to accept the lowest or any bid and reserves the right to:

i) Reject any or all bids with/without any reason.

ii) Accept/prefer any bid or Bidder without assigning any reason.

3.9 **Cross Checking**

PSWC reserves the right to contact and verify Bidder’s information, references and data submitted in the Bid proposal without further reference to the Bidder.

3.10 **Cost involved in Tendering**

The Bidder shall bear all costs associated with the preparation and submission of its Bid, including the cost of presentation for the purposes of clarification of the bid, if so desired by the PSWC, PSWC shall in no case is responsible or liable for those costs.

3.11 **Earnest Money Refund**

The Earnest Money to the bidder(s), who fail(s) to qualify from the evaluation process criteria, shall be refunded back without interest in the same account from which payment was made by the bidder on-line on e-tender payment gateway. EMD shall be returned back to successful bidder after completion of Scope as per work order.

3.12 **Release of Order**

After Acceptance of a Bid Proposal by PSWC, PSWC shall release the formal order in favour of the successful bidder.

3.13 **Addendum / Corrigendum**

Addendum / Corrigendum, if any, shall be notified by uploading on the <https://eproc.punjab.gov.in>.

4. Terms and Conditions

4.1 **Period**

Work shall be awarded for a period of one year.

4.2 **Payment Terms**

- a) Costs of Software/Subscription shall be paid on delivery and upon successfully testing
- b) Taxes, if applicable, shall be paid by PSWC on actual as per Govt rules.

4.3 **Termination**

If during the currency of execution of order, the successful bidder becomes bankrupt or otherwise insolvent or is likely to become insolvent or bankrupt, PSWC may, at any time, cancel the order by giving written notice to the successful bidder. Notwithstanding the above, such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to PSWC.

4.4 **Consequences of Cancellation of Order**

- Upon cancellation of order, the successful bidder shall deliver or cause to be delivered all works carried out for and on account of the indenting department and all data and records required.
- Cancellation of order shall not affect any continuing obligations of the successful bidder under the Scope, which, either expressly or by necessary implication, are to survive its expiry or termination such as confidentiality obligations of the successful bidder.
- Upon cancellation of order for reasons attributable to successful bidder, PSWC shall have the right to perform the following penalties:-
 - a) Forfeiture of EMD
 - b) Imposition of liquidated damage.
 - c) Black listing of the Bidder.

4.5 **Arbitration Clause**

- I. The provisions of Arbitration & Conciliation Act, 1996, as amended upto date, shall apply to the arbitration proceedings, if any, under Scope.
- II. All the disputes and differences arising out of or in any manner touching or concerning this works order, whatsoever, shall be referred to the Sole Arbitrator. Both the parties have agreed to refer the dispute to the Sole Arbitrator who shall be appointed from the panel of the independent arbitrators maintained by the Punjab State Warehousing Corporation.
- III. The said panel of independent arbitrators shall be sent by the Punjab State Warehousing Corporation to the opposite party for short-listing 5 arbitrators. Out of the said 5 arbitrators so short-listed by the opposite party, Managing Director of Punjab State Warehousing Corporation shall appoint one arbitrator to act as Sole Arbitrator for resolving the dispute between the parties. If the opposite party fails to short-list the 5 arbitrators, out of the said panel, within 15 days from the date when the panel of independent arbitrators was sent to the opposite party, the Managing Director of Punjab State Warehousing Corporation shall be competent to appoint an arbitrator, out of the said panel, to act as Sole Arbitrator.
- IV. It is a term of this work order that in the event of such Arbitrator, to whom the matter is originally referred to, expires, vacating his office, being unable to act as an Arbitrator due to any reason and resigning for any reason, the Managing Director of Punjab State Warehousing Corporation shall be competent to appoint another arbitrator, from the names of 5 arbitrators so short-listed by the opposite party from the panel as mentioned in preceding para, to act as Sole Arbitrator. Such Arbitrator shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
- V. The award of Arbitrator shall be final and binding on the parties.
- VI. The venue of arbitration proceedings shall be at Chandigarh and language of arbitration proceedings shall be English. The Arbitrator shall be deemed to have entered on the reference on the date when first hearing of case takes place after due notice to the parties, irrespective of whether both the parties are present or not on that date. The work under work order shall, if reasonably possible, continue during the arbitration proceedings.

4.6 **Laws Governing the Work Order**

This Scope shall be governed by the Laws of India for the time being in force. Irrespective of the place of delivery, place of performance or place of payment under the work order, the scope shall be deemed to have been made at the Chandigarh.

Jurisdiction of Courts: The courts of Chandigarh shall have exclusive jurisdiction to decide any dispute arising out of or in respect of the scope.

5.

**ANNEXURE – “A”
(PRE-QUALIFICATION)**

| S.No. | Pre-Qualification Requirements | Documents to be submitted |
|-------|---|--|
| 1 | The bidder should be a company registered under Indian Companies Act, 1956 or a Partnership Firm registered under Indian Partnership Act, 1932 or a Proprietorship firm or Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008. Also the company should be registered with GSTN. | For Companies incorporated in India, Certificate of Incorporation/Registration under Companies Act, 1956/2013 & GST Registration Certificate. |
| 2 | The Bidder should have average annual turnover of Rs. 10 Lacs or above during the last 3 financial years (i.e.2019-20, 2020-21 and 2021-22). | Copy of the audited Balance Sheet & Profit & Loss Statement of the company duly certified by statutory auditor/chartered accountant clearly citing the average turnover for last 3 financial years |
| 3 | Bidder should have a positive net worth as on 31st March 2022 | Copy of the audited Balance Sheet Statement of the company duly certified by statutory auditor/chartered accountant |
| 4 | The bidder should not have been blacklisted/ banned/ suspended by any government organization at any point of time in India | A self-certified letter signed by the Authorized Signatory of the Bidder. |
| 5 | Signed DNIT | |
| 6 | Copy of PAN | |
| 7 | Copy of GST | |

6.

**ANNEXURE – “B”
(COMMERCIAL BID)**

| S.No. | Software | No. of Users | Annual Subscription Cost (including taxes) (Rs.) |
|--------------|---|---------------------|---|
| 1 | Zoho Sprints – Online Agile Project Management Software (Premier) | 15 | |