Tender

For

Sophos Intercept X

At

All India Institute of Medical Sciences, Jodhpur

NIT No. : Admn/Tender/48/2017-AIIMS.JDH

NIT Issue Date : 10th April, 2017

Pre Bid Meeting : 20th April, 2017 at 11.00 AM

Last Date of Online Submission : 11th May, 2017 at 03.00 PM

Bid Opening Date : 12th May, 2017 at 03.00 PM

Tender documents may be downloaded from web site www.aiimsjodhpur.edu.in, (for reference only) and CPPP site https://eprocure.gov.in/eprocure/app



All India Institute of Medical Sciences, Jodhpur

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www.aiimsjodhpur.edu.in

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, JODHPUR NOTICE INVITING TENDER

01	Name of work	Supply of Sophos Intercept X at AIIMS, Jodhpur					
02	Tender No.	Admin/Tender/48/2017-AIIMS.JDH					
03	Contract/Delivery period	30 Days					
04	Estimated Cost	Rs. 11,00,000/-					
05	Earnest money deposit	Rs. 22,000/-					
06	Cost of tender Fees (Non-refundable)	Rs.1,000/- (Rupees One thousand only)					
07	Tender documents Download from	www.aiimsjodhpur.edu.in https://eprocure.gov.in					
08	Pre-bid meeting	20 th April 2017 at 11:00 AM at Committee room, Administration Block, Medical College, AIIMS, Jodhpur.					
09	Website for online submission	https://eprocure.gov.in/eprocure/app.					
10	Last date and time for online submission	11 th May 2017 and upto 03:00 PM on https://eprocure.gov.in/eprocure/app.					
11	Date and time for Opening Bid	12 th May 2017 at 03:00 PM					

All India Institute of Medical Sciences (AIIMS), Jodhpur, Rajasthan, an apex healthcare institute established by an Act of Parliament of India under aegis of Ministry of Health & Family Welfare, Government of India, invites **Online bids in two bid system** for tenders for supply of Sophos Intercept X at AIIMS, Jodhpur. You are requested to quote your best offer along with the complete details of specifications, terms & conditions.

Instructions for the Tenderer/ Contractor/ Bidders:-

- 1. Bids shall be submitted online only at CPPP website: https://eprocure.gov.in/eprocure/app.
- 2. The complete bidding process in online. Bidders should be possession of valid digital Signature Certificate (DSC) of class II or III for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. For any assistance for e-bidding process, if required, bidder may contact to the helpdesk at 0291-2740741.
- 3. Tenderer/Contractor/Bidders are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer/Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at https://eprocure.gov.in/eprocure/app'.
- 4. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

5. Tender Cost Fee:

Applicant contractor must submit the demand draft for Rs 1,000/- (Rupees One thousand only) in favour of AIIMS, Jodhpur obtained from any Nationalized/ scheduled Bank valid for six months as a tender fees. All applicable bank charges shall be borne by the applicant and he shall not have any claim what so ever on this account on Government. The Demand Draft submitted for tender fee shall be non-refundable. The demand drafts for tender fees must deliver to AIIMS, Jodhpur on or before last date/time of Bid Submission (submitted only in Dispatch/Received section).

6. EMD Payment:

The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of Rs. 22,000/- (Rupees Twenty Two Thousand Only) by way of demand drafts or Bank Guarantee only. The demand drafts or Bank Guarantee shall be drawn in favour of "All India Institute of Medical Sciences, Jodhpur". The EMD of the successful bidder shall be returned after the successful submission of Bank Guarantee/ Security Deposit and for unsuccessful bidder(s) it would be returned after award of the contract. The demand drafts or Bank Guarantee for EMD must deliver to AIIMS, Jodhpur on or before last date/time of Bid Submission (submitted only in Dispatch/Received section).

• Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fail to observe and comply with stipulation

made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.

- The Firm who are registered with National Small Industries Corporation (NSIC) / OR Small Scale Industries (SSI) are exempted to submit the EMD (Copy of registration must be provide along with technical bid)
- The EMD, in case of unsuccessful Bidders shall be retained by AIIMS, Jodhpur till the finalization of the tender. No interest will be payable by AIIMS, Jodhpur on the EMD.
- 7. The Hard Copy of original instruments in respect of cost of tender document, earnest money deposit etc. must be delivered to the AIIMS, Jodhpur on or before last date/time of Bid Submission as mentioned above (submitted only in Dispatch/Received section). The bid without tender fee and EMD will be summarily rejected.

8. Submission of Tender:

The tender shall be submitted online in two part, viz., technical bid and financial bid. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

Technical Bid

The following documents are to be furnished by the bidder along with <u>Technical Bid</u> as per the tender document:

- a) Annexure I, II, & III duly filled and signed.
- b) Copy of constitution or legal status of the bidder manufacturer / Sole proprietorship / firm / agency etc.
- c) Financial Status: The average annual turnover of the firm should not be less than 11 Lakhs in the last three years. Copies of profit & loss account and balance sheets duly authenticate by a Chartered Accountant for the last three years should be uploaded.
- d) The technical bid should be accompanied by Demand draft of Rs. 1000/- (non-refundable) against tender fee and Demand Draft of Rs. 22,000/- (Rupees Twenty thousand only) for EMD. The Demand Draft of tender fee and EMD should be prepare separately and drawn in favour of All India Institute of Medical Sciences, Jodhpur.
- e) Certificate of manufacture or their authorized Distributor/Dealer/Sub-Dealer of recommended make.
- f) Copy of PAN Card / Service Tax Registration.
- g) Copy of Sales tax / VAT registration certificate.
- h) Copy of Income Tax Return Acknowledgement for last Three years.
- i) Bidder shall submit a copy of the tender document and addenda thereto, if any, with each page of this document should be signed and stamped to confirm the acceptance of the entire terms & conditions as mentioned in the tender enquiry document.
- j) Signed and Scanned copy of documents like Tender document Cost (Tender Fees/ Earnest Money Deposit).
- k) Certificate as per given Annexures.

1) Duly Signed Tender document and their annexures.

Financial Bid

Price bid Form [As per Annexure-IV duly filled and signed] - Price must be quoted as per format specified; failing which tender shall be summarily rejected.

General Term & Conditions

- 1. "PRE-BID Meeting" with the intending bidders shall be held on 20th April, 2017 11:00 A.M. at AIIMS, Jodhpur.
- **2. Rate:** Rate should be quoted only in Indian Rupees (INR) on DOOR Delivery Basis at AIIMS, Jodhpur, Rajasthan and payment shall be made to successful bidder only in Indian rupees. Where there is a different between the rates in figures and words, lower of the two rates shall be taken as valid and correct rate accordingly.
- **3.** Taxes: Any taxes if payable should be clearly mentioned otherwise no taxes/charges will be paid by the Institute.
- **4.** Bidder must be Original Equipment Manufacture i.e Sophos or their authorized Distributor/ Dealer / Sub Dealer, Certificate must be attached in technical bid. The bid without certificate will be summarily rejected.
- 5. The Bidders may be required to demonstrate the quoted model during the technical evaluation on free of cost, no claim in this regards will be entertained. If required, failing with their bids/offer shall be rejected. The firms are intimated that they should get ready for demonstration and only one-week time will be provided for arrangement of demonstration and no request for extending time for demonstration will be entrained. Failure to demonstrate, their bids/offer will be summarily rejected.
- **6. Specification:** The Contractor must confirm in writing that the goods supplied & installed by them shall be as per specification of goods mentioned in Annexure "I" and in case of any variation, the contract shall be liable to be cancelled immediately. The Security cum Performance Guarantee will also be forfeited.
- **7. Quality of goods:** The firm will be entirely responsible for quality of supplied goods/ materials. The supplier should replace the rejected/ damaged stores within 10 days, failing which penalty will be imposed by the Institute.
- **8. Validity:** The quoted rates must be valid for a period for 180 days from the date of closing of the tender. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. If the bidder quoted the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected.
 - In case the tenderer withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning

any reason thereof. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.

- **9. Authority of person signing document:** A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warranty, that he has authority to bind such other and if, on enquiry, it appears that the person so, signing had no authority to do so, the AIIMS, Jodhpur may without prejudice to other Civil and criminal remedies cancel contract and held the signatory liable for all cost and damages.
- **10. Delivery:** All the goods ordered shall be delivered within 30 days from the date of issuing purchase order. All the aspects of safe delivery shall be the exclusive responsibility of the supplier.

If the supplier fails to deliver of the goods on or before the stipulated date, then a penalty at the rate of 0.5% per week of the total order value shall be levied subject to maximum of 10 % of the total order value.

If at any time during the currency of the contract, the supplier encounters conditions hindering timely of the goods and performance of services, the supplier shall promptly inform the AIIMS, Jodhpur for extension of the delivery schedule accordingly. On receiving the supplier's communication, the AIIMS, Jodhpur shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

In the case of package supply where the delayed portion of supply materially hampers, liquidated damages charges shall be levied as above on the total value of the concerned package of the purchase order. Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.

11. Performance Security: The successful tenderer will be required to furnish a Performance Security Deposit of 10% of total order amount in the form of Fixed Deposit Receipt (FDR) or irrevocable Bank Guarantee (BG) from any Nationalized/ Scheduled Bank duly pledged in the name of the "All India Institute of Medical Sciences, Jodhpur". Performance Security will be discharged after 60 days from successfully supply of material.

The security deposit can be forfeited by order of this Institute in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non-observance of any condition of the contract.

12. Inspection:

- AIIMS, Jodhpur shall have the right to inspect and/or to test the goods to confirm their conformity to the NIT Specifications at no extra cost to the Purchaser.
- AIIMS, Jodhpur right to inspect, test and, where necessary, reject the Goods after the goods arrival at the final destination shall in no way be limited or waived by

- reason of the Goods having previously been inspected, tested and passed by AIIMS, Jodhpur prior to the goods shipment.
- The Director, AIIMS Jodhpur shall be the final authority to reject full or any part of the supply which is not confirming to the specification and other terms and conditions.
- No payment shall be made for rejected Stores. Rejected items must be removed by the Bidders within two weeks of the date of rejection at their own cost and replaced immediately. In case these are not removed, these will be auctioned at the risk and responsibility of the suppliers without any further notice.
- **13. Payment Term:** The Bill in triplicate may be send to this office for settlement after satisfactorily delivery of the material. The bill should have full particulars of the items. Payment shall be made to successful bidder only in Indian rupees.

No Payment shall be made in advance nor shall the loan from any financial institutions be recommended on the basis of the order of award of work.

The Contractor shall submit the bill only after satisfactorily delivery, Installation and commissioning of the material to the satisfaction of the AIIMS, Jodhpur. The case of issuing sanction and passing of bill for payment will be initiated on receipt of a pre-receipted bill invoice from the Contractor. No payment will be made for goods rejected.

- 14. No claim for interest in case of delayed payment will be entertained by AIIMS, Jodhpur.
- **15. Subletting of Work:** The firm shall not assign or sublet the work/job or any part of it to any other person or party without having first obtained permission in writing of AIIMS, Jodhpur, which will be at liberty to refuse if thinks fit. The tender is not transferable. Only one tender shall be submitted by one tenderer.
- **16. Breach of Terms and Conditions:** In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to reject the bid at any stage without assigning any reason thereof and nothing will be payable by AIIMS, Jodhpur in that event the EMD shall also stands forfeited.
- **17. Insolvency etc:** In the event of the firm being adjudged insolvent or having receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified AIIMS, Jodhpur shall have the power to terminate the contract without any prior notice.
- **18.** The Tenderers should furnish a copy of S.T. /C.S.T./VAT registration number. Tenders not complying with this condition will be rejected.
- **19.** VAT/ Taxes if payable extra should be clearly mentioned otherwise no VAT/Taxes charges will be paid.

- **20.** The items will have to be supplied at Institute site. No transportation/ cartage charges will be provided for the same.
- **21.** Signed & stamped compliance sheet of the technical specification of the goods with technical printed literature must be enclosed with the technical bid.
- **22.** The financial evaluation would be done for each item separately. AIIMS, Jodhpur will award the contract for each item separately to the lowest responsive tenderer for that item.
- **23.** The quantity of item given in the tender is tentative, which may be increased or decreased as per the institute's requirement
- **24.** Bidder shall submit a copy of the tender document and corrigendum/addenda thereto, if any, with each page of this document should be signed and stamped to confirm the acceptance of the entire terms & conditions as mentioned in the tender document.
- **25.** After due evaluation of the bid(s) AIIMS, Jodhpur will award the contract to the lowest evaluated responsive tenderer. Conditional bid will be treated as unresponsive and it may be rejected.
- **26.** The Institute reserves the right to accept in part or in full or reject any or more tender(s) without assigning any reasons or cancel the tendering process and reject all tender(s) at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidder(s).
- 27. The AIIMS, Jodhpur reserve the right to accepting the whole or any part or portion of the bid; and the bidder shall provide the same at the rates quoted. The AIIMS Jodhpur reserve the right to reject any or all tenders /quotations or all offers received in response to the tender or cancel or withdraw the tender notice without assigning any reason thereof and also does not bind itself to accept the lowest quotation or any tender and no claim in this regard shall be entertained

28. Applicable Law:

- The contract shall be governed by laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/ processing.
- Any disputes are subject to exclusive jurisdiction of competent court and forum in Jodhpur, Rajasthan, India only
- The Arbitration shall be held in accordance with the provision of the Arbitration and conciliations Act, 1996 and the venue of arbitration shall be at Jodhpur. The decision of the Arbitrator shall be final and binding on the both parties.
- Force Majeure: Any delay due to Force Majeure will not be attributable to the supplier.

Administrative Officer

AIIMS, Jodhpur

(To be submitted on letter head of the company/ firm) $\underline{Annexure-I}$

Technical Specification

Description	Requirement
Particular	Software
Make & Modal	Sophos Intercept X
Period	For 3 years
Users	300

Date: Name : Place: Business Address : Signature of Bidder : Seal of the Bidder :

Date: Place:

Annexure-II

Technical Bid

(In Separate sealed cover-I super scribed "Technical Bid")

S.No.	Details of the Tenderer/Bidder	Page No.	Remarks
1	Name and Address of the Tenderer/Bidder		
2	Complete Address:		
3	State clearly whether it is sole proprietor or		
	Partnership firm or a company or a Government		
	Department or a Public Sector Organization		
4	Details of the Earnest Money Deposit (EMD)		
	(Yes/No)		
	DD No:		
	Dated:		
	Drawn on Bank:		
	Amount:		
	(Rupees)		
5	Details of the cost of the Tender documents		
	(Yes/No)		
	DD No:		
	Dated:		
	Drawn on Bank:		
	Amount:		
	(Rupees)		
6	Whether each page of NIT and its annexure		
	have been signed and stamped		
7	Proof of Financial Status		
8	Copy of ITR for last three year		
9	Copy of Manufacture authorization certificate		
10	Certificate as per given annexure		
11	Copy of VAT/CST/ST Registration		
12	Permanent Account No.		
13	Sale Tax Registration No.		
14	TIN No.(Copy must provide)		
15	Email ID		
16	Contact No.		

(Signature of the Bidder) Along with Stamp of Firm/Company

Annexure - III

CERTIFICATE

(To be submitted on letter head of the company/ firm)

I hereby certify that the above firm has not been ever blacklisted by any Central/State Government/Public Undertaking/Institute on any account.

I also certify that firm will be supplied the item as per the specification given by Institution and also abide all the terms & conditions stipulated in tender.

I also certify that the information given in bid is true and correct in all aspects and in any case at a later date it is found that any details provided are false and incorrect, any contract given to the concern firm or participation may be summarily terminated at any stage, the firm will be blacklisted and Institute may imposed any action as per NIT rules.

Date:	Name
Place:	Business Address
	Signature of Bidder
	Seal of the Bidder

Annexure – IV

Financial Bid

Tender for Sophos Intercept X (To be submitted on the letterhead of the company / firm)

S. No	Name	Qty (A)	Rate in Rs. (for per unit) (B)	VAT/ Taxes (C)	Amount D = (B+C)
1	Intercept Sophos X	300 Users			
	ount In Figure (Inclusive of all and Other Charges) E=A*D				
	ount In Word (Inclusive of all and Other Charges) E=A*D				

1.	I/We have	gone	through	the	terms	&	conditions	as	stipulated	in	the	tender	enquiry	document	and
con	firm to acce	pt and	d abide th	ne sa	ame.										

<i>Z</i> .	No otner	cnarges	would	be pa	yabie	DУ	me	institute	٠.

Date:		
Place:		
	Name	:
	Business Address	:
	Signature of Bidder	:
	Seal of the Bidder	•