

Tender

For

Microsoft Office Professional 2016 software

At

All India Institute of Medical Sciences, Jodhpur

NIT No. : Admn/Tender/32/2015-AIIMS.JDH

NIT Issue Date : 10th February 2016

Pre Bid Meeting : 19th February 2016

Last Date of Submission : 02nd March 2016



All India Institute of Medical Sciences, Jodhpur

Basni Phase - II, Jodhpur – 342005, Rajasthan

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All India Institute of Medical Sciences (AIIMS), Jodhpur, Rajasthan, an apex healthcare Institute being established by Parliament of India under aegis of Ministry of Health & Family Welfare, Government of India, invites sealed tenders for supply Microsoft office professional 2016 software at the Institute. You are requested to quote your best offer along with the complete details of specifications, terms & conditions.

| S. No. | Item Description | Approximate Quantity | EMD |
|--------|------------------------------------|----------------------|----------|
| 1. | Microsoft Office Professional 2016 | 280 | 40,000/- |

(Refer Details as per Annexure – “I”)

Quotation should be sealed and superscripted with tender number and address to:

**“Administrative Officer
All India Institute of Medical Sciences, Jodhpur
Basni, Phase-II
Jodhpur-342005, Rajasthan”**

The sealed quotations should reach the Institute, latest by 02nd March, 2016 at 03:00 PM and it will be opened on same day at 04:30 PM in the Conference Hall, Medical College, AIIMS, Basni Phase-II, Jodhpur in the presence of the bidder(s) or their authorized representative(s), who will be present at the scheduled date and time.

Term & Conditions

1. Preparation and Submission of Tender:

- The tender should be submitted in two parts i.e. Technical Bid and Financial Bid. The Technical Bid and the Financial Bid should be sealed by the bidder in two separate covers "Technical Bid for Microsoft Office Professional 2016 software" and "Financial Bid for Microsoft Office Professional 2016 software". Both Sealed Envelopes should be kept in a main/ bigger envelope super-scribed as **“Tender for Microsoft Office Professional 2016 software”**.
- All the sealed envelopes should also indicate clearly the name and address of the bidder.
- Contents of all the inner envelopes must be tied / bound securely.
- All the bids in sealed format only will be accepted.

2. DOCUMENTS COMPRISING THE BID: The bids prepared by the bidder shall comprise of (1) Technical Bid and (2) Financial Bid:

I) Technical Bid: - To qualify in the Technical Bid the firm should have the minimum eligibility criteria as under and the firm in this regard must submit the following documents in support of their eligibility criteria: -

- (a) Duly filled format of Technical Bid as per Annexure – II.
- (b) Copy of constitution or legal status of the bidder manufacturer / Sole proprietorship / firm / agency etc.

(c) **The technical bid should be accompanied by Demand draft of Rs. 1000/- (non-refundable) against tender fee and Demand Draft of Rs. 40,000/- (Rupees Forty 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.**

(d) Certificate of Manufacture/ Authorized Distributor/ Authorized Dealer/ Authorized Sub- Dealer.

(e) Copy of PAN Card / Service Tax Registration.

(f) Copy of Sales tax / VAT registration certificate.

(g) Attested copy of deed of partnership, if the firm is a partnership concern of Memorandum and Articles of Association duly certified in case of Company.

(h) Certificate as per given Annexures.

(i) Duly Signed Tender document and their annexures.

II) Financial Bid: The financial bid shall contain:

(a) Price Bid Form [As per Annexure - IV] – Price must be quoted as per format specified; failing which tender shall be summarily rejected.

3. Earnest Money Deposit: The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of **Rs. 40,000/- (Rupees Forty Thousand Only)** by way of demand drafts only. The demand drafts shall be drawn in favour of "**All India Institute of Medical Sciences, Jodhpur**". The demand draft for earnest money deposit must be enclosed in the envelope containing the technical bid. The EMD of the successful bidder shall be returned after submission of Bank Guarantee/ Security Deposit and for unsuccessful bidder(s) it would be returned after award of the contract. Bid(s) received without demand draft of EMD will be summarily rejected.

- 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.

4. Tender Fee: Tender fee will be Non-refundable amount of Rs. 1,000/- (Rupees One Thousand only) by way of demand drafts only. The demand drafts shall be drawn in favour of "**All India Institute of Medical Sciences, Jodhpur**". The demand draft for tender fee must be enclosed in the envelope containing the technical bid. The bid without tender fee will be summarily rejected.

5. "PRE-BID Meeting" with the intending bidders shall be held on 19th February, 2016 11:00 A.M. at AIIMS, Jodhpur.

6. **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.
7. **Taxes:** Any taxes if payable should be clearly mentioned otherwise no taxes/charges will be paid by the Institute.
8. Bidder must be Original Equipment Manufacture i.e Microsoft or their authorized Distributor/ Dealer / Sub – Dealer, Certificate must be attached in technical bid. The bid without certificate will be summarily rejected.
9. **Opening of Tender:** The tenderer is at liberty either himself or authorize not more than one representative to be present at the opening of the tender. The representative attending the opening of the tender on behalf of the tenderer should bring with him a letter of authority from the tenderer and proof of identification. The late received tenders by the AIIMS, Jodhpur will be ignored. Further, the AIIMS, Jodhpur does not accept any liability and responsibility for the tenders in case the same are not properly sealed and marked and/or sent as above.
10. 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.
11. **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.
12. **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.
13. **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.

14. 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 warrant, 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.

15. 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 2% 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.

16. 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.

17. 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.

18. 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.

19. No claim for interest in case of delayed payment will be entertained by AIIMS, Jodhpur.

20. 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.

21. 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.

22. 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.

23. The Tenderers should furnish a copy of S.T. /C.S.T./VAT registration number. Tenders not complying with this condition will be rejected.

24. VAT/ Taxes if payable extra should be clearly mentioned otherwise no VAT/Taxes charges will be paid.

25. The items will have to be supplied at Institute site. No transportation/ cartage charges will be provided for the same.
26. Signed & stamped compliance sheet of the technical specification of the goods with technical printed literature must be enclosed with the technical bid.
27. 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.
28. The quantity of item given in the tender is tentative, which may be increased or decreased as per the institute's requirement
29. 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.
30. 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.
31. 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).
32. 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
- 33. 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)

Annexure – I

Technical Specification

| Description | Requirement |
|--------------------|------------------------------------|
| Particular | Software |
| Make & Modal | Microsoft Office Professional 2016 |
| Licenses | Must be Academic Licenses |

Date:

Name :

Place:

Business Address :

Signature of Bidder :

Seal of the Bidder :

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 | | |
| 8 | Copy of VAT/CST/ST Registration | | |
| 9 | Permanent Account No. | | |
| 10 | Sale Tax Registration No. | | |
| 11 | TIN No.(Copy must provide) | | |
| 12 | Email ID | | |
| 13 | Contract No. | | |

(Signature of the Bidder)

Along with Stamp of Firm/Company

Date:

Place:

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 Microsoft office professional 2016 software
(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 | Microsoft office professional 2016 software | 280 | | | |
| Total Amount In Figure (Inclusive of all Taxes and Other Charges) E=A*D | | | | | |
| Total Amount In Word (Inclusive of all Taxes and Other Charges) E=A*D | | | | | |

1. I/We have gone through the terms & conditions as stipulated in the tender enquiry document and confirm to accept and abide the same.
2. No other charges would be payable by the Institute.

Date:

Place:

Name :

Business Address :

Signature of Bidder :

Seal of the Bidder :