

F. No. 25/1/2016- Genl. Admn.
Government of India
Ministry of Finance
Department of Investment and Public Asset Management

Block No. 11 & 14 CGO Complex,
Lodhi Road, New Delhi.
Dated: the 7th May, 2019

NOTICE INVITING TENDER

The undersigned is directed to invite tender in sealed envelopes under **two bid system** i.e. technical bid and financial bid from experienced suppliers/firms/agencies for authorization of vendor for one year for providing the following article (as detailed in the enclosed list at Annexure- I) to the Department of Investment and Public Asset Management, CGO Complex, Lodhi Road, New Delhi on the basis of terms & conditions mentioned below:-

S.No	Item Description	Immediate Quantity needed	Quantity to be needed in future
1.	Microsoft Office 2019 Standard License	40	As and when the Department requires

(Refer Details as per Annexure- "I")

2. The items, as mentioned in Annexure-I are to be purchased on requirement basis. However, the instant demand of 40 Microsoft Office 2019 Standard Licenses has to be met by the contractor within the time period of 15 days from the date of awarding the contract by this Department. **It is to be noted that the unit rate quoted by the contractor will be valid for one year w.e.f date of awarding the contract by this Department for the purpose of further purchases if the requirement arises** and the contract will be extendable by another one year at the same rate, terms and conditions of the contract, subject to continuous satisfactory performance. In case of breach of contract or in the event of not fulfilling the minimum requirements /statutory requirements, the client shall have the right to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority of the office of the client. The required items will have to be delivered to **Section Officer (Admn.), Room No. 211 & 212, Block No. 11, CGO Complex, Lodhi Road, New Delhi.**

3. The eligible firms may submit their quotation in a sealed cover to the **Under Secretary (Admn.), Room No. 221, Block No. 11, CGO Complex, Lodhi Road, New Delhi** between **07.05.2019** and **3.00 P.M on 27.05.2019**. The agencies are advised to submit two separate sealed envelopes super scribing "Technical Bid" and "Financial Bid". Both envelopes should be kept in third envelope **super scribed** "Tender for **Microsoft Office 2019 Standard License**".

Term & Conditions

1. Preparation and Submissions 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 2019 Standard License" and Financial Bid Microsoft Office 2019 Standard License". Both Sealed Envelopes should be kept in a main/ bigger envelope super-scribed as "**Tender for Microsoft Office 2019 Standard License**".
- 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 (I) 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 constitutions or legal status of the bidder manufactures / Sole proprietorship / firm / agency etc.
- (c) **The technical bid should be accompanied by Demand Draft of Rs. 40,000/- (Rupees Forty thousand only) for EMD. The Demand Draft of EMD should be drawn in favour of "Drawing & Disbursing Officer, Department of Investment and Public Asset Management (DIPAM)"**
- (d) Certificate of Manufacture/ Authorized Distributor/ Authorized Dealer/ Authorized Sub-Dealer.
- (e) Copy of PAN Card.
- (f) Copy of GST 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 "**Drawing & Disbursing Officer, Department of Investment and Public Asset Management (DIPAM)**". 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.

- Bidder shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the bidder 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.
- Bidders from Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department are exempted from submission of EMD with their bids.
- The EMD, in case of unsuccessful Bidders shall be retained by DIPAM till the finalization of the tender. No interest will be payable by DIPAM on the EMD.

4. The tender documents can be downloaded from <http://eprocure.gov.in/eprocure/app> and/or Department's website (dipam.gov.in) from 07.05.2019 to 27.05.2019 (upto 3.00 P.M.).

5. "PRE-BID Meeting" with the intending bidders shall be held on 14th May, 2019 at 3:00 P.M. in Room No. 221, DIPAM.

6. **Rate:** Rate should be quoted only in Indian Rupees (INR) on DOOR Delivery Basis at DIPAM, Delhi and payment shall be made to successful bidder only in Indian rupees. Where there is a difference 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 Department.

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 Technical Bids shall be opened by Tender Opening Committee, on 27.05.2019 at 4.00 P.M., of the Department, in the presence of such bidders, who may wish to be present themselves personally or through their representatives. The representative attending the opening of the tender on behalf of the bidder should bring with him a letter of authority from the bidder and proof of identification. The late received tenders by the DIPAM will be ignored. Further, DIPAM 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. **The financial bids of only those bidders, whose Technical Bids are accepted, shall be opened by the Tender Opening Committee**

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. 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. In case of 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 Department.

13. Validity: The rates quoted by each bidder must be valid for a period of 180 days (for the purpose of financial evaluation/deciding L-1 as mentioned in S.No. 27 of page 7 of this tender document) from the date of closing of the tender or till the completion of the tendering process, whichever is earlier. 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 bidder 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 bidder should 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 any bidder shall be deemed to warranty, that he has the authority to sign such document(s) and if, on enquiry, it appears that the person who is signing the above mentioned document(s) has no such

authority to do so, DIPAM 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 15 days from the date of issuing purchase order. All the aspects of safe delivery shall be the exclusive responsibility of the supplier.

If supplier fails to deliver 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 delivery of the goods and performance of services, the supplier shall promptly inform the DIPAM for extension of the delivery schedule accordingly. On receiving the supplier's communication, DIPAM 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 bidder will be required to furnish a Performance Security Deposit of Rs.50,000/- (Rupees fifty thousand only) in the form of Fixed Deposit Receipts (FDR) or irrevocable Bank Guarantee (BG) from any Nationalized/ Scheduled Bank duly pledged in the name of the agency/firm and **hypothecated to the DDO, Department of Investment & Public Asset Management, CGO Complex, Lodhi Road, New Delhi-110003** within 15 days of awarding of contract by this Department. The PSD shall remain valid for a period of 1 year & 3 months from the date of commencement of the contract. The PSD would be refundable only after 60 days of successful completion of the contract. In case, the contract is further extended beyond the initial period, the PSD will have to be accordingly renewed by the successful bidder.

The security deposit can be forfeited by the order of this Department 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:

- DIPAM 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.

- DIPAM shall have the right to inspect, test and, wherever necessary, reject the goods after the goods' arrival at the final destination. This shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by DIPAM prior to the goods shipment.
- Joint Secretary (Admin. Division), DIPAM 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 sent to this office for settlement after satisfactory 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 satisfactory delivery, Installation and commissioning of the material to the satisfaction of the DIPAM. 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 DIPAM.

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 DIPAM, which will be at liberty to refuse if thinks fit. The tender is not transferable. Only one tender shall be submitted by one bidder.

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 DIPAM 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 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, DIPAM shall have the power to terminate the contract without any prior notice.

23. The bidders should furnish a copy of GST registration number. Tenders not complying with this condition will be rejected.
24. Taxes if payable extra should be clearly mentioned otherwise no Taxes charges will be paid.
25. The items will have to be supplied at Department 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 bids of only those bidders, whose Technical Bids are accepted, shall be opened by the Tender Opening Committee. DIPAM will award the contract to the lowest responsive bidder (L-1) for the required item. For comparison to get the L-1, the rates mentioned by vendors in Annexure IV (against the Total Amount i.e value of 'C') of this tender document will be considered by this Department.**
28. The quantity of item given in the tender is tentative, which may be increased or decreased as per the Department'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), DIPAM will award the contract to the lowest evaluated responsive bidder. Conditional bid will be treated as unresponsive and it may be rejected.
31. The Department 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 Department, reserves the right to accept the whole or any part or portion of the bid; and the bidder shall provide the same at the rates quoted. DIPAM reserves 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:

- Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period of 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the client in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and Rules made there under including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be New Delhi and the decision of the arbitrator shall be final and binding on the parties.
- **Jurisdiction of Court:** This contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the Courts in Delhi.
- **Force Majeure:** Any delay due to Force Majeure will not be attributable to the supplier.



(A.A. Rizwani)

Under Secretary to the Government of India

Tel. No. 24360163

Tender for Microsoft Office 2019 Standard License

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

Annexure-I

Technical Specification

Description	Requirement
Particular	Software
Make & Modal	Microsoft Office 2019
Licenses	Standard Licenses

Date:

Place:

Name:

Business Address:

Signature of Bidder:

Seal of the Bidder:

Tender For Microsoft Office 2019 Standard License

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	Whether each page of NIT and its annexure have been signed and stamped		
6	Copy of GST Registration		
7	Copy Permanent Account No.		
8	Email ID		
9	Contact No.		

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

Date:

Place:

Tender For Microsoft Office 2019 Standard License

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/Department on any account.

I also certify that firm will supply the item(s) as per the specifications given by DIPAM and also abide by all the terms& conditions stipulated in the tender document.

I also certify that the information given in bid is true and correct in all aspects and in any case at a later date if it is found that any details provided are false and incorrect, the contract given to the concerned firm may be summarily terminated at any stage, the firm may get blacklisted and Department may impose any penalty as per NIT rules.

Date:

Place:

Name:

Business Address:

Signature of Bidder:

Seal of the Bidder:

Tender For Microsoft Office 2019 Standard License

Annexure-IV
Financial Bid

Tender for Microsoft office 2019 Standard License
(To be submitted on the letterhead of the company/firm)

S.No	Name	Rate excluding all taxes in Rs (per unit)	GST per unit (in Rs.)	Total amount per unit including all taxes in Rs.
		(A)	(B)	(C=A+B)
1	Microsoft office 2019 Standard License			
Total Amount per unit in Figure (Inclusive of all Taxes and Other Charges) C=A+B				
Total Amount per unit in word (Inclusive of all Taxes and Other Charges) C=A+B				

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 Department.

Date:

Place:

Name:

Business Address:

Signature of Bidder:

Seal of the Bidder: