

Tender

for

**Microsoft Campus Volume License Annual Subscription Renewal**

at

**Indian Institute of Technology Jodhpur**

NIT No. : IITJ/SPS/IT/2016-17/41  
NIT Issue Date : 11 February 2017  
Last Date of Submission : 27 February 2017 by 3:00 PM



॥ त्वं ज्ञानमयो विज्ञानमयोऽसि ॥

Indian Institute of Technology Jodhpur  
Old Residency Road, Ratanada, Jodhpur – 342011, Rajasthan  
Telefax: 0291- 2449011, email: sps@iitj.ac.in

## **Notice Inviting Tender**

Indian Institute of Technology (IIT), Jodhpur, Rajasthan (hereinafter referred to as the “Institute”), an Educational Institute of National Importance, invites sealed tender(s) for “Microsoft Campus Volume License Annual Subscription Renewal” at the Institute as per the specification given in the schedule attached with the tender as Annexure – I. The tender document can be downloaded from the Institute website at URL Link: <http://www.iitj.ac.in> or from Central Public Procurement Portal link: <http://www.eprocure.gov.in>.

The tenderer shall be required to submit the Earnest Money Deposit (EMD) for an amount of Rs.12,000/- (Rupees Twelve Thousand only) which is refundable and a non-refundable tender fee for an amount of Rs.500/- (Rupees Five Hundred only) by way of demand drafts only. The demand drafts shall be drawn in favour of “Director, IIT Jodhpur” payable at Jodhpur. The demand drafts for earnest money deposit & tender fee must be enclosed in the envelope containing the bid.

Offer in the bid should be written in English and price should be written in both figures and words. The offer should be typed or written in ink pen or ball pen. Use of pencil will be ignored. All the pages of the Bid shall be page numbered and all the relevant supporting documents as required must be enclosed.

Envelope of bid to be sealed and superscribed with tender number, due date of submission and addressed to:

“Officer-in-charge  
Office of Stores & Purchase  
Indian Institute of Technology Jodhpur  
Old Residency Road, Ratanada  
Jodhpur – 342011, Rajasthan”

Sealed tender should reach the Institute, latest by February 27, 2017 by 03:00 PM. Tender(s) received beyond the last date of submission will be rejected. No tender will be entertained by E-mail or FAX.

At any time prior to the deadline of submission of bid, Institute for any reason, whether at its own initiative or in response of a clarification requested by a prospective tenderer, modify the tender by amendment and it will be published on the website.

Bid(s) will be opened on February 27, 2017 at 04:00 PM in the Conference Hall, Administrative Block of the Institute in the presence of the tenderer(s) or their authorized representative(s), who are present at the scheduled date and time.

In the event of the due date of receipt and opening of the tender being declared as a holiday for the Institute, then due date of receipt / opening of the tender will be the next working day at the same time.

The tenderer are requested to read the tender document carefully and ensure to compliance with all the instructions herein. Non-compliance of the instructions contained in this document may disqualify the tenderer from the tendering exercise.

The Institute reserves the right to select certain items in single or multiple units and reject the others or all as mentioned in the schedule and to revise or alter the specifications before acceptance of any tender and accept or reject any or all tenders, wholly or partly or close the tender without assigning any reason whatsoever.

## **INSTRUCTIONS TO TENDERER**

### **1. Earnest Money Deposit (EMD):**

The tenderer shall be required to submit the Earnest Money Deposit (EMD) for an amount of Rs.12,000/- (Rupees Twelve Thousand only) which is refundable and a non-refundable tender fee for an amount of Rs.500/- (Rupees Five Hundred only) by way of demand drafts only. The demand drafts shall be drawn in favour of “Director, IIT Jodhpur”, Payable at Jodhpur”.

The firm(s) who are registered with the National Small Industries Corporation (NSIC) / or Small Scale Industries (SSI) for the subjected goods are exempted to furnishing the EMD and tender fee. Self-attested photocopy of the valid registration certificate must be enclosed with the technical bid.

The demand drafts for earnest money deposit & tender fee must be enclosed in the envelope containing the bid. Any bid is found without the demand drafts of earnest money deposit and tender fee will be rejected. The Institute will not be liable to pay any interest on such an amount. The earnest money deposit shall be forfeited, if the tenderer withdraws its bid during the period of tender validity.

**The earnest money deposit of the tenderer, whose tender has been accepted, will be returned after the completion of contract / order. Earnest money deposit of the successful tenderer shall be forfeited, if it refuses or neglects to execute the order.**

After the award of the contract to the successful tenderer, the earnest money deposit of the unsuccessful tenderer(s) will be refunded within 30 days.

2. **Validity:** Quoted rates must be valid for a period of 90 days from the date of the closing of the tender. The overall offer for the assignment and tenderer quoted price shall remain unchanged during the period of validity. If the tenderer quotes 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 changes his offer during the validity period, the tender is liable to be rejected and the earnest money deposited 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.

3. **Delivery & Installation:** All the goods ordered shall be delivered within 04 weeks from the date of issue of the purchase order. All the aspects of safe delivery and commissioning shall be the exclusive responsibility of the supplier. If the supplier fails to deliver and commissioning of the goods on or before the stipulated date, then a penalty at the rate of 1% per week of the total order value shall be levied subject to maximum of 10% of the total order value.

**Extension of Delivery & Installation Period:** If the supplier is unable to complete the project / order within the stipulated time, for which the supplier is responsible, then the supplier shall request for the extension of the delivery/installation period before the expiry of delivery/installation period with valid reason for the delay which will be recommended by the Institute, and then it may be extended.

In case the supplier fails to complete the order / project within the stipulated time, Institute reserves the right to cancel the contract / order and to confiscate/forfeit the performance security / EMD.

4. **Payment Terms:** 100% payment of the total order value shall be released after the successful activated of the licenses.
5. The License will be valid initially for a period of 1 (one) year which is extendable for next year subject to the successful fulfilment of the License and also at the sole discretion of the Institute.
6. Only manufacturer(s) or their sole authorized distributor / agent are eligible to bid. Authorization letter in the prescribed format (Annexure – IV) from Original Equipment Manufacturer (OEM) in favor of authorized Agent to bid / negotiate / conclude the order against this tender, must be enclosed with technical bid.
7. 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.
8. Conditional bid will be treated as unresponsive and it may be rejected.
9. The Institute reserves the right to accept in part or in full or reject any or more quotation(s) without assigning any reasons or cancel the tendering process and reject all quotations at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidder(s).

## **10. Tender Preparation Expenses:**

All costs incurred by the tenderer in the preparation of the tender, presentation and negotiating the contract including the site visits etc. will be borne by the tenderer themselves and in no case will be reimbursable by the Institute.

## **11. Rates:**

The rates should be quoted inclusive of the essential charges on FOR at destination site basis in the prescribed format (Annexure – III) with complete description. Name of the manufacturer, model number must be indicated clearly in the proforma invoice / quotation, failing which the same shall be liable for rejection.

Where the equipment/item is composed of several subunits / component, the rate should be quoted for each subunit / component separately otherwise quotation is liable to be rejected. The words “Not Quoting” should be clearly written against any item of equipment for which the tenderer is not quoting.

Institute is registered with DSIR, Govt. of India (Custom Duty Notification No. 51/96- Custom dt: 23 July, 1996 and Central Excise Duty Notification No. 10/97- Central Excise dt: 1 March, 1997) and is therefore, exempted from Excise Duty and partial exempted from Custom Duty (CD applicable to IIT Jodhpur is 5.15%). Exemption Certificate of the same shall be issued.

NB: If any of the conditions mentioned in the tender enquiry document are alter / changed / modified / add any new condition, which are not compliance with tender enquiry document, by tenderer in their proposal, which may be treated as unresponsive and it may be rejected.

## **12. Tender Evaluation:**

The Institute will evaluate the entire tenders, strictly on the basis of the terms & conditions incorporated in the tender enquiry document and terms, conditions etc. as stipulated by the tenderer(s) in their tender to determine whether these comply in all respects, as specified in the tender enquiry document.

During the evaluation / scrutiny of the tenders, at any stage, if it is found that any of the tenderer(s) terms and conditions are not in compliance with tender enquiry document, Institute may seek the clarification within the specified time and if the tenderer fails to reply / or do not agree / accept the terms and conditions, their tender will be treated as unresponsive and it is liable for rejection.

If the schedule of requirements contains more than one schedule, then offers for each schedule are to be evaluated and ranked separately, if it is in the benefit of the Institute, order may be awarded accordingly.

Evaluation of the proposals shall be done in two stages as:

**(a) Stage – I (Technical Evaluation):** Technical evaluation of the proposals shall be done (Annexure-II) as:

- Institute will examine all the bid(s) to determine whether tenderer has submitted the EMD & Tender fee with bid, whether all the documents as mentioned / or required in the tender to be submitted with bid, has submitted, whether all the documents are in prescribed format and has been properly signed & stamped and whether the bid are completed and generally in order.
- The Institute will examine the detailed technical specification of the quoted model, whether these are complying with the specification as mentioned in tender document.
- The tender which are not compliance with the tender specifications will be summarily rejected.

After the evaluation of technical specifications, a list of the tenderer(s) who qualify the technical specifications shall be made.

**(b) Stage – II (Financial Evaluation):** Financial evaluation of the only technically qualified tenderer(s) will be done.

The rates will be evaluated on the basis of the cost of the item with its all taxes, freight, and other charges, as quoted. If there is discrepancy between the unit price and total price (which is obtained by the multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly and same is to be conveyed to the tenderer with specified target time, if the tenderer does not agree with the observation of the Institute, the tender is liable to be ignored.

### 13. **Award of Contract:**

After due evaluation of the bid(s), the Institute will award the order to the lowest evaluated responsive tenderer (hereinafter referred to as the “Supplier”).

### 14. **Merger / Acquisition of Foreign Principal:**

In case of merger of Foreign Principal with another Firm or acquisition of Foreign Principal by another firm, it shall be obligatory for the New Entity so formed after the merger of the Acquiring Firm, as the case may be, to take over all the duties and obligations / liabilities of the Foreign Principal and the New Entity / Acquiring Firm would *ipso facto* become liable for all acts of commission or omission on the part of original Foreign Principal as well as Indian Agent.

#### **15. Change of Indian Agent:**

In case the Foreign Principal changes in Indian Agent then it shall be obligatory for Foreign Principal to automatically transfers all the duties and obligations to the New Indian Agent, failing which the Foreign Principal would *ipso facto* become liable for all acts of commission or omission on the part of New Indian Agent.

#### **16. Force Majeure:**

Any delay due to Force Majeure will not be attributable to the bidder. Force Majeure events shall mean one or more of the following acts or events: Acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption or fire or landslide; Radioactive contamination or ionizing radiation; Strikes or boycotts (other than those involving the Supplier or its employees/representatives or attributable to any act or omission of any of them) interrupting supplies and services of the Project for a period exceeding a continuous period of 7 (seven) days; An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage which prevents rendering of supplies or specified services by the Supplier for a period exceeding a continuous period of 7 (seven) days.

#### **17. Arbitration and Laws:**

In case of any dispute or difference arising out of or in connection with the tender conditions / order and Contract, the Institute and the Supplier will address the dispute / difference for a mutual resolution and failing which, the matter shall be referred for arbitration to a sole Arbitrator to be appointed by the Institute. The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Jodhpur only. The resolution of the Arbitrator shall be final and binding on both the parties.

#### **18. Jurisdiction:**

The courts at Jodhpur alone will have the jurisdiction to try any matter, dispute or reference between parties arising out of this tender / contract. It is specifically agreed that no court outside and other than Jodhpur court shall have jurisdiction in the matter.

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## Annexure – I

**Microsoft Campus Volume License Annual Subscription Renewal for the following products:**

<b>S. No.</b>	<b>Part No.</b>	<b>Item Description</b>	<b>Quantity</b>
1.	<b>2UJ-00011</b>	Microsoft Windows 7, 8 & 10 with Microsoft Office (32 Bit and 64 Bit)	<b>100</b>
2.	<b>9EM-00294</b>	Microsoft Windows Server two socket.	<b>5</b>
3.	<b>H30-03427</b>	Microsoft Project.	<b>10</b>
4.	<b>228-09538</b>	Microsoft SQL Server Standard.	<b>1</b>



## Annexure - II

### Format for Technical Specifications

(To be submitted on the letterhead of the company / firm)

Ref. No.

Dated:

<i>S.No.</i>	<i>Description</i>	<i>Yes/ Enclosure</i>	<i>No/ Enclosure</i>	<i>Remarks/ Enclosure</i>
<b>Microsoft Campus Volume License Annual Subscription Renewal for the following products:</b>				
1.	Microsoft Windows 7, 8 & 10 with Microsoft Office (32 Bit and 64 Bit) Part No.: 2UJ-00011 Quantity: 100			
2.	Microsoft Windows Server two socket Part No.: 9EM-00294 Quantity: 5			
3.	Microsoft Project Part No.: H30-03427 Quantity: 10			
4.	Microsoft SQL Server Standard Part No.: 228-09538 Quantity: 1			

## **Annexure - III**

### **Format for Rates**

(To be submitted on the letterhead of the company / firm)

Ref. No.

Dated:

S. No.	Description	Qty.	Unit Rate	Total Amount
1.	Basic Price of Item			
2.	Other charges (if any, specify in brief)			
3.	VAT / CST (As applicable)			
Total				

**Signature & Seal of the Tenderer**

**Note:**

1. I/We have gone through the entire 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.

**Signature & Seal of the Tenderer**

## Annexure – IV

### FORMAT FOR MANUFACTURER'S AUTHORISATION LETTER TO AGENT (on letter head)

Ref. No.

Date:

To,  
The Director  
Indian Institute of Technology Jodhpur  
Old Residency Road, Ratanada, Jodhpur - 342011.

#### **Sub.: Authorization Letter.**

Dear Sir,

We, \_\_\_\_\_, who are established and reputed manufacturers of \_\_\_\_\_, having factory at \_\_\_\_\_, hereby authorize M/s. \_\_\_\_\_ (name & address of Indian distributor /agent) to bid, negotiate and conclude the order with you for the above goods manufactured by us.

We shall remain responsible for the tender / contract / agreement negotiated by the said M/s. \_\_\_\_\_, jointly and severely.

We ensure that we would also support / facilitate the M/s \_\_\_\_\_ on regular basis with technology / product updates for up-gradation / maintains / repairing / servicing of the supplied goods manufactured by us, during the warranty period.

In case duties of the Indian agent / distributor are changed or agent / distributor is changed it shall be obligatory on us to automatically transfer all the duties and obligations to the new Indian Agent failing which we will ipso-facto become liable for all acts of commission or omission on the part of new Indian Agent / distributor.

Yours faithfully,

[Name & Signature]

for and on behalf of M/s. \_\_\_\_\_ [Name of manufacturer]

**Note:** This letter of authorisation should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer. A copy of notarised power of attorney should also be furnished.