

Notice Inviting Tender and Tender Document
Office of the Comptroller and Auditor General of India
9, Deen Dayal Upadhyay Marg, New Delhi - 110 124.

Supply of Microsoft Office 2016 Professional Plus Software MOLP Licenses
Tender Document

The Office of the Comptroller and Auditor General of India, New Delhi intends to procure 1000 Microsoft Open License Program (MOLP) licenses of Microsoft Office 2016 Professional Plus edition to be used in Indian Audit and Accounts Department. This office invites sealed quotations for supply of 1000 MOLP licenses of Microsoft Office 2016 Professional Plus software.

2. Eligibility Conditions:

- a. Bidder shall attach Microsoft Authorisation Certificate/Form in order to be eligible for participation in the above bidding.
 - b. The bidder should have conducted business in India for more than two years for the Microsoft Products.
 - c. The bidder should have supplied 500 licenses (or more) of Microsoft Office Software in a single order during last five years (copy of the supply order should be attached).
 - d. The bidder should not have been black-listed by any Government/Department. A certificate on company letterhead, stating that the bidder hasn't been blacklisted by any institution/ organization/ society/ company of the Central / State Government ministry/department, or its public sector organizations with company stamp and signed by authorized signatory should also be submitted.
3. The cost of the Tender Document shall be Rs.5,000 (Rupees five thousand only) payable either by crossed demand draft or banker's cheque payable at Delhi in favour of Pay and Accounts Officer, office of the Pr. Accountant General (Audit), Delhi, which shall be **attached with the Proof of Eligibility Condition**. Bidders shall write their name on the reverse side of the demand draft/Banker's cheque. The bid cost is not refundable in any circumstances.
4. A pre-bid meeting will be held on 5.11.2015 at 3.00 PM at Conference Room, O/o Comptroller and Auditor General of India, 9, Deen Dayal Upadhyay Marg, New Delhi. An authorized representative of the prospective bidders may attend the meeting.
5. The bid must be accompanied by a **Bid Security**/Earnest Money Deposit(EMD), as stated in clause 2 of Annexure 'I' enclosed.
6. The bidder(s) shall submit the quotations in following two categories separately (**in sealed cover**) :
- (a) Proof of eligibility conditions with cost price of Tender Document and bid security/EMD amount, and

(b) Financial Bid in the prescribed format attached

Both the covers should first be sealed separately, and then these should be kept in a single sealed bigger cover. The sealed quotations shall be addressed to:

Principal Director (Information Systems)
Office of the Comptroller and Auditor General of India,
9 Deen Dayal Upadaya Marg, New Delhi -110 124.

7. The last date for submission of duly completed bid documents is **3.00 P.M. on 27.11.2015.**

8. The sealed cover containing documents in support of proof of Eligibility conditions shall be opened at 3.30 PM on 27.11.2015. A list of qualified/unqualified bidders will be displayed on the website of the Office of the C&AG of India at **11.00 AM on 8.12.2015.**

9. The Financial Bid of those bidders who meet the eligibility conditions will only be opened. The Financial Bids of those bidders will be opened at **11.30 AM on 9.12.2015.**

10. The number of licenses to be procured may be increased or decreased by up to 20 per cent.

11. Bids should be valid for a minimum period of 120 days after the closing of the submission of bids. In case of untoward delay, if any, tenderers may be requested by this office to submit their willingness in writing to extend the validity of the bids for the requested period.

12. The CST/VAT No. allotted by the sales tax department, as well as TAN number of the firm allotted by the income tax department should be submitted, failing which bidder's bid may be rejected. The bidder should be registered with Service Tax Department of the Government of India and copy of the valid Service Tax Registration No. should also be enclosed.

13. The rates are to be quoted by the bidders in Indian Rupees only and payment shall be made to successful bidders in Indian Rupees only. The prices should be inclusive of all taxes, central excise duty, standard packing, freight, transit, insurance, loading and unloading charges including Service Tax, Cess, etc. for each of the items quoted-

14. All prices shall be fixed and shall not be subject to escalation of any description.

15. The purchaser has the right to award the contract to one or more bidder(s).

16. The price should be inclusive of 1000 replica media of MOLP licenses of Microsoft Office 2016 Professional Plus Software, with no extra cost.

17. At the time of finalization of L1 vendor, if price of DGS&D is less than the price quoted by L1 vendor, the vendor shall honour price of DGS&D for the same product.

18. The price at which product is to be procured would be directed by the Clause 11 on Trade Practice of the Terms and Conditions attached.

19. Terms and conditions in Annexure-I are attached herewith

20. For a bidder, who has submitted the tender bids, it will be automatically assumed that he had accepted all the terms and conditions of the tender. A statement specifying that the quotations are strictly as per the terms and conditions of the tender, should be enclosed with the bids. No request for deviation in the terms and conditions of the tender will be entertained. If there is any deviation from the terms and conditions of the tender or the tenderer has submitted conditional bids, the bid will be liable to be summarily rejected.

21. General :

- a) The Department reserves the right to reject any bid/tender process as a whole without disclosing any reasons.
- b) Providing false information/documents by any bidder would result in disqualification of the bidder for consideration.
- c) Bids received through Fax/E-mail will not be acceptable. Bids received after due date i.e. at 3.00 PM on 27.11.2015 shall be rejected.

21. Tentative time schedule for the Tendering process

Sr. No.	Description	Tentative time schedule
1.	Date of publication of NIT	On or before 30.10.2015
2.	Pre-bid meeting with the prospective bidders	5.11.2015 at 3.00 PM
3.	Last date of submission of bid documents	27.11.2015 at 3.00 PM
4.	Opening of Eligibility Criteria	27.11.2015 at 3.30 PM
5.	Display of qualified/unqualified bidders	8.12.2015 at 11.00 AM
6.	Opening of Financial Bids of qualified bidders	9.12.2015 at 11.30 AM

Note: Any change in the schedule of tender process will be notified at our website or intimated through email to the bidders.

Principal Director (Information Systems)

Check List

Check list of enclosure:

- a) **Authorization Certificate/Form from Microsoft**
- b) **Supporting document for having conducted business for Microsoft products in India for two years or more.**
- c) **Copy of supply order for supply of 500 licenses (or more) of Microsoft Office Software in a single order during last five years**
- d) **Self certification that the firm has not been black-listed**
- e) **Commitment to provide 1000 replica media of Microsoft Office 2016 Professional Plus Software, with no extra cost.**
- f) **Commitment to provide for free updates for the life time of the Product.**
- g) **Financial Bid in the enclosed format**
- h) **Details of CST/VAT no., TAN No., Service Tax Registration No. etc.**
- i) **Name of the contact person with mobile, email address and postal address.**

Format for Financial Bid -
for supply of Microsoft Products

(In rupees)

Sr.No.	Product	Unit Price (inclusive of all taxes)	Number of MOLP License	Total Amount
1.	Microsoft Office 2016 Professional Plus Software MOLP Licenses		1000	In figures: In words:

Note: The total shall be written both in figures and words. In case of any discrepancy in the figures and the words, the bid is liable to be rejected

The prices shall be inclusive of all taxes (including VAT, Service Tax, etc. if applicable).

Authorized signatory with seal

Place

Date

Other Terms and Conditions

1. Product and Service Description:-

The products to be supplied and the related details are given below.

The software covers the following Microsoft products:

- a) 1000 MOLP Licenses of Microsoft Office 2016 Professional Plus Software. The software shall also provide support for Indian languages including Hindi.
- b) 1000 replica media of the product shall be supplied at no extra cost.

2. **Bid Security/Earnest Money Deposit(EMD)**

- a) The bidder shall submit bid security of Rs.4.00 lakh (Rupee four lakh only). The bid security shall be valid for 120 days from the date of opening of bids in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks in an acceptable form in favour of Pay and Accounts Officer, office of the Pr. Accountant General (Audit), Delhi, New Delhi
- b) The bidder shall submit a single Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee as EMD for appropriate value for the products quoted.
- c) Bidders shall write their name on the reverse side of the demand draft/Banker's cheque, if one opts for this mode of payment for submission of bid security.
- d) The Bid Security shall be **attached with the proof of Eligibility Criteria.**
- e) The Bank Guarantee shall be valid for 120 days from the date of opening of bids.
- f) The bid security of vendors who do not qualify shall be returned within one month of placing the orders.
- g) The EMD of the successful tenderer shall be returned after the Contract Performance Guarantee is furnished.
- h) Earnest Money is liable to be forfeited and bid is liable to be rejected, if the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of the tender.
- i) If the bidder is not able to supply the ordered items completely within the specified period to the complete satisfaction of the Purchaser, the **Bid Security/Earnest Money Deposit(EMD)** in the form of Bank Guarantee/Banker Cheque/Demand Draft shall be forfeited and such action including legal action shall be initiated as may be deemed fit.
- j) As per rule 157 of GFR 2005 dealing with Bid Security, Bid Security (also known as Earnest Money) is to be obtained from the bidders except those who are registered with the Central Purchase

Organisation, National Small Industries Corporation (NSIC) or the concerned Ministry or Department. The registration certificate should clearly specify that the registration is valid for supply of Microsoft product.

3. Product Pricing and Payment

- a) The prices shall be inclusive of all taxes as applicable, standard packing, freight, transit, insurance, loading and uploading charges.
- b) The payment for the ordered quantity shall be made 100 % against delivery.

4. Delivery

The supplier shall supply the ordered products with licenses and replica media and documentation within 4 weeks from the date of the order to this office address i.e. Pr. Director (Information Technology), 9 Deen Dayal Upadhyay Marg, New Delhi – 110 124. The delivery will not be deemed to be complete until and unless the ordered products are checked and accepted by the Purchaser as per order and specifications. No installation is required for the above products.

5. Warranty

The supplier shall provide warranty as per the industry standard on the software. In respect of Replica, the supplier warrants the replica to be free of defects in material and workmanship under normal use for 90 days from the commencement date and replace the defective media, within 20 days.

6. Performance Guarantee

- a) The successful vendor shall furnish an unconditional, irrevocable performance guarantee for an amount equivalent to five percent value of the Supply Order, from any of the Commercial Banks in an acceptable form in favour of Pay and Accounts Officer, office of the Pr. Accountant General (Audit), Delhi, New Delhi, within 7 days from the receipt of the supply order. The performance guarantee shall be valid for a period of two months from the date of issue of supply order.
- b). If the vendor, having been called upon by the Purchaser to furnish Performance Guarantee Bond fails to furnish the same, it shall be lawful for the Purchaser:-
 - (i) If the successful vendor fails to furnish performance guarantee within the stipulated period of 7 days the Earnest Money amount shall be forfeited.
 - (ii) to cancel the contract and to purchase the equipments at the risk and cost of the vendor.
 - (iii) to recover the amount of the bond from the vendor by deducting the amount from any pending bill of the vendor under any contract with Purchaser or the Government or any person contracting through the Purchaser or otherwise howsoever.
- c). On performance and completion of the contract in all respects, the Performance Guarantee Bond will be returned to the vendor without any interest.

7. If any of the successful bidders fail to supply within the contracted period, the contract can be awarded to the L2 bidder for that item subject to the condition that the L2 bidder agrees to supply on the price on which the contract was awarded to the successful L1 bidder.

8. Inspection

The product must be supplied in full as per the supply order. The product must give same performance results as certified by the supplier during their initial and subsequent offers.

9. Consequence of Rejection

If the product(s) is/are rejected by the purchaser at the destination, or the supplier fails to make satisfactory supplies within the stipulated period of delivery, the purchaser shall be at liberty to:

- a. require the supplier to replace the rejected products forthwith but in any event not later than a period of 21 days from the date of rejection and the supplier shall bear all cost of such replacement including freight, if any, on such replacement and replaced products and shall not be entitled to any extra payment on that or any other account or
- b. cancel the supply order at the risk and cost of the supplier.

10. Penalty for Delay

The schedule given for delivery is to be strictly adhered to in view of the strict time schedule for implementation of various projects of the Purchaser as time is of essence as per the terms and conditions. Any unjustified and unacceptable delay in delivery shall render the supplier liable for liquidated damages at the rate of 1 ½ % (One and Half Percent of ordered value) per week subject to a maximum of Five weeks and thereafter the purchaser holds the option for cancellation of the order for pending supply and procure the same from any other supplier. In addition, the EMD amount shall be forfeited. The purchaser may deduct such sum from any money in their hands due or to become due to supplier. The payment or deduction of such sums shall not relieve the supplier from his obligations to complete the process of commissioning or from his other obligations and liabilities under the contract. The decision of the authority placing the order, whether the delay in commissioning has taken place on account of reasons attributed to the supplier shall be final.

11. Trade Practice

- i. In the event, the supplier's vendor or concerned division of the vendor is taken over/brought over by another vendor or operated through a partner, all the obligations under the agreement with the Purchaser shall be passed on to the new vendor/division/partner for compliance by the new vendor.
- ii. The supplier will automatically agree honoring all aspects of fair trade practices in executing the supply orders placed by the Purchaser.
- iii. If the name of the product is changed for describing substantially the same product in a renamed form, then all techno-financial benefits agreed with respect to the original product shall be passed on to the Purchaser and the obligations of the supplier towards the Purchaser in respect to the product with old name shall be passed on to the product so renamed. If the supplier sells the products of same or equivalent description to any other

Department/Organization in India at a price lower than the price fixed for the Purchaser, the supplier shall automatically pass on the benefits to the Purchaser.

12. FORCE MAJEURE:

During Force Majeure i.e. Acts of God, War, Floods, Riot, Earthquake, General Strike, Lock outs, Epidemics, Civil Commotions, the bidder shall inform the Purchaser immediately and provide their best possible service in given circumstances, and resume services as soon as possible after force majeure ceases.

13. Action on defect in products:-

If it appears to the purchaser that the products supplied are defective or of inferior description or otherwise not in accordance with the terms and conditions, the supplier on demand of the purchaser shall forthwith rectify the defects on its own cost or provide new products as per the specifications provided in the terms and conditions at its own charge and cost and in the event of its failure to do so within a period specified by the purchaser in his demand aforesaid, the supplier shall be liable to pay compensation at the rate of 1% (One Percent) of the price of the supply order and in the case of such failure, the purchaser shall be entitled to recover the cost from the supplier.

14. Arbitration

In the event of any dispute or differences between the supplier and the purchaser whether arising during the execution of orders under these terms and conditions or thereafter whether by breach or in manner in regard to :

- a. the construction or interpretation of the terms and condition
- b. the respective rights and liabilities of the parties hereto there under
- c. any matter or thing out of or in relation to or in connection with these terms and conditions then either party shall give notice to the other of the same and such dispute or difference shall be and hereby referred to the arbitration of such person as the Comptroller and Auditor General of India New Delhi, may nominate and the decision of such Arbitrator shall be conclusive and binding on the parties hereto. The provisions of Arbitration and Conciliation Act 1996 shall apply.

15. Applicable Law

The contract shall be governed by and interpreted in accordance with the Laws of India. The Courts in Delhi shall have jurisdiction.

Sr. Administrative Officer (IS)