

M/s

Subject: Quotation for Supply and Installation of MS Office 2013 (Professional) Software – Licenses for TSG-Teacher Education, Project office, EdCIL, Delhi

Dear Sir,

This Corporation is interested to purchase the user licenses of "MS Office Suit 2013 (Professional) Edition" Software. The same are required to be supplied & installed at Delhi based project office.

If you are an authorized dealer/ distributor duly authorized for the purpose by Microsoft Corporation owning the Intellectual Property right to the above referred software and in a position to deliver the said licence(s) & installation of software thereto, you are requested to submit your quotation based on the terms & conditions as set forth hereunder.

The quotation is based on single bid (Techno-commercial) system. ***The envelope should contain the following documents strictly.***

1. Earnest Money Deposit (EMD) of Rs. 6,000/- (Rupees Six Thousand only) by Demand Draft only drawn in favor of 'EdCIL (India) Limited' Payable at Delhi/Noida. Any bid received without EMD will be rejected summarily. However, Bidders registered with DGS&D, NSIC or MSEs are exempted from payment of Bid Security.
2. Price Bid (Annexure I).
3. The Vendors should be the OEM or Authorized Supplier / Channel Partner / Representative of the OEM. In case of authorized supplier / Channel Partner/ representative of the OEM, **an authorization letter from the OEM to this effect including support to the Vendor after installation, shall be furnished.**
4. Income Tax returns for the last two years, copy of PAN and VAT Registration need to be attached alongwith bid.
5. Letter of acceptance to the terms and conditions of the NIQ.
6. A certificate from the OEM authorizing you to submit quote and also for providing after sales and services.

Contd. 2/-

TERMS AND CONDITIONS: -

1. Since the delivery of above items is to be made at Delhi, sales tax/VAT / Service Tax as applicable to be charged, should be shown separately; if no sales tax/VAT / Service Tax as applicable is shown separately, it will be presumed that sales tax/VAT/ Service Tax as applicable is included in the rates quoted.
2. *You are requested to quote your Local Sales Tax No. _____ or Central Sales Tax No./ Service Tax No. _____ as may be applicable for the purpose of making payment on account of sales tax/central sales tax/ Service Tax etc.,.*
3. The quotation in the enclosed format should reach in a sealed cover superscribed "**Quotation for License(s) of MS Office Software 2013 (Professional)**" - for **Teacher Education**" addressed to the Asstt. Manager (Admin.), EdCIL (India) Ltd., Ed.CIL House, 18A, Sector 16A, NOIDA so as to ***reach not later than 1500 hrs. on 27/01/2015.*** The quotation received after the due date will not be entertained. Any quotation received without the above superscription on the face of the envelop will not be entertained.
4. All the amount shall be indicated by the vendor in figures as well as in words. Where there is any difference between price quoted in figures and words, amount quoted in words shall prevail.
5. Your quotation shall remain open for acceptance for 90 (Ninety) days or as may be further specified and agreed from the date of opening. No revision / modifications in the quoted rate will be allowed during the period of validity of quotation or the extended period.
6. The successful vendor shall not sub-let or assign this contract or any part thereof without obtaining prior written permission of the Corporation otherwise the Corporation shall have the right to cancel the contract and to purchase the goods above referred from elsewhere as it may deem fit and the successful vendor shall be liable to the Corporation for indemnification of any loss or damage which the Corporation may sustain in consequence or arising out of such purchase.
7. The payment will be made within 30 days on receipt of invoice (in duplicate) against successful supply & installation of equipment at respective designated place(s) and delivery of document of corresponding user license duly issued under the Authority of Microsoft Corporation owning the Intellectual Property in the said goods above referred by a crossed a/c payee Cheque. The supplier is also required to submit delivery & installation challan signed from authorized person at respective site. IS Division of this Corporation will inspect and certify the satisfactory supply and installation of the software of the specifications in terms of the award of the work and payment may only then be released to the vendor. It is, however, clarified that such inspection will be undertaken by said IS Division of the Corporation within 10 working days from the date of intimation by the vendor upon intimation of supply and installation as certified by the challan duly signed by the authorized person at respective site.

8. In the event of the quotation being submitted by a firm it must be signed separately by each partner or in alternate by such partner holding duly executed Power of Attorney authorizing him to do such acts on behalf of all such other partners.
9. You are requested not to erase or mutilate any word(s) or figures occurring in your quotation, otherwise the quotation may be ignored. The overwriting is not allowed.
10. Delivery of goods/material is required to be made within 15 (fifteen) days strictly from the date of receipt of purchase order in this regard positively, failing which the EMD deposited with the quotation may be forfeited entirely at the discretion of the Competent Authority and the Purchase order so awarded may be terminated.
11. It is explicitly agreed that the above referred goods being in the nature of governed by intellectual property rights, Vendor declares that the same are being supplied with due authorization to such effect with necessary certifications thereto, and further irrevocably and unconditionally agrees to indemnify the Corporation for all costs and damages including defending the interests of the Corporation for any loss, consequence or dispute involving use of such license(s) for the goods so supplied by the vendor.
12. Within 10 days of receipt of the Purchase order, the successful supplier shall furnish a Performance Security (Bank Guarantee) valid upto maximum warranty period from a nationalized bank equivalent to 5% of the Purchase Order Value, failing which EMD of the same will be forfeited & the contract so awarded, may, entirely at the discretion of Competent Authority of the Corporation be cancelled. The above performance guarantee(s) should be in the form of Bank Guarantee in favour of EdCIL (India) Limited issued by only a Nationalized Bank located in India, as per format given in Annexure II.
13. This Corporation also reserves the right to accept or reject any quotation in whole or in parts without assigning any reason thereof.
14. The Supplier shall make all arrangements towards safe and complete delivery at the designated locations indicated by EdCIL in the Purchase Order.
15. The quotation submitted by the vendors will be evaluated either independently or jointly to arrive at the L-1 price, which is the sole discretion of this corporation. Further, the Corporation does not bind itself to accept the lowest tender or assign any reason for non-acceptance of the same.
16. In case of any dispute/difference arising from or pertaining to the terms hereof including award of purchase order issued under the terms herein above shall be endeavored to be resolved amicably and incase of failure of resolution thereto, the same shall be referred for sole arbitration by CMD, EdCIL India Limited or by any such person / authority so nominated for the purpose by CMD, EdCIL India Limited. The award of arbitrator shall be final and binding. The cost of arbitration shall be borne by the parties equally or as decided by the Arbitrator. The language of arbitration shall be English and Seat of arbitration shall be at Delhi. The governing laws shall be the laws of India as applicable from time to time including but not limited to arbitration proceedings.

17. Agencies, which have failed to fulfill earlier contractual obligations, may not be considered.
18. Your quotation should be free from overwriting. All corrections and alteration should be duly attested by the vendor/tenderer.
19. The quotation should be unambiguous in all respects.

Yours faithfully,

(Sushant Dey)
Assistant Manager (Admin.)

ANNEXURE - I**TECHNICAL COMPLIANCE STATEMENT**

Sl. No.	Specification as per mentioned in the NIQ	Specification quoted by Bidder	Tax, if any
1.	<u>Microsoft Office (latest version) for 13 users Licenses Professional ver.</u>	Version:	

Annexure – II

PERFORMANCE SECURITY FORM

To: _____ (Name of Purchaser)

WHEREAS _____ (Name of Supplier) hereinafter called "the Supplier" has undertaken , in pursuance of Contract (Notification of Award) No..... dated,..... 20... to supply..... (Description of Goods and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a Nationalised bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....20.....

Signature and Seal of Guarantors

.....
.....

Date.....20....

Address:.....

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Note: *The Bank Guarantee to be issued by nationalized bank only and is to be submitted on a non-judicial stamp paper of Rs. 100/- (One Hundred only). The non-judicial stamp paper should be purchased in the name of issuing bankers. The Issuing bank must provide its Head Office/Regional office addresses of communication*

