

Ref: IIITDMJ/DR/2010-2011/999

Date: 22-07-2010

Sub: Invitation of Open Tender for Supply of Matlab software as per the specification given in Annexure-I.

Dear Sir,

Sealed Tenders are invited by the Director, PDPM Indian Institute of Information Technology, Design & Manufacturing, Jabalpur for Supply of MATLAB Software **as per the specification** given in **Annexure-I** enclosed.

The tender No., closing and opening date are as stated below:

Tender No.: IIITDMJ/DR/2010-2011/999
Closing Date & Time: 06-08-2010, 1:00 p.m.
Date & Time of opening of Tender: 06-08-2010, 4.00 p.m.

Terms & Conditions:

A. General:

1. The bid should be in **two** parts:

(a) Technical bid: Suppliers are required to submit Sole Distributor Certificate of the region issued by the Manufacturer. In the name of "Director, PDPM-IIITDM Jabalpur".

(b) Financial bid: Indicating item-wise price for the items mentioned in the technical bid in the format supplied in Annexure – I. (in separate cover). The technical bid, and financial bids should be sealed by the bidder in separate covers duly superscribed and then the sealed covers are to be put in bigger cover which should also be sealed and duly superscribed.

2. Rate must be quoted in accounting unit (namely per unit/No./Kg/ml/sq.mm etc) as applicable for delivery at **PDPM Indian Institute of Information Technology, Design & Manufacturing Jabalpur Dumna Airport Road, P.O.: Khamaria, Jabalpur - 482 005, Madhya Pradesh, India** inclusive of all charges, otherwise with estimated cost of packaging, forwarding, insurance and freight by Air/Rail/Road/Post as the case may be.

3. No packing/forwarding/insurance etc. are admissible for the offer from local firms and items must be delivered to the Institute free of freight charge.

4. Quoted prices must be firm and no revision shall be admissible during the stated validity period.

5. Sales tax/Central Sales Tax/Octroi duty if leviable and intended to be claimed from the purchaser must be specifically mentioned alongwith the price quoted, failing which no such claim will be admitted on any ground and at any stage.

6. The supplier must supply and install the item **within one month** from the date of receipt of the Purchase Order.

7. **Payment Terms:** 90% payment of bills would be made against the date of receipt of stores in good conditions and remaining 10% payment would be made after satisfactory commissioning/installation and submission of bills in triplicate duly pre-receipted on a revenue stamp, whichever is later.

8. Licensing: Permanent License of the software.

9. Upgradation: one year free upgradation of the software if any release or version comes. This will be completely free of cost.

10. Software Media: Software should be in media format both Linux and Windows platform.

11. Software Compatibility: Software should be compatible with all version of Microsoft Windows and all flavour of Linux.

C. OTHER CONDITIONS:

1. **Sole Distribution Certificate:** The Indian agent should submit **Sole Distribution Certificate** issued by their principal against the items quoted.

2. Quotations received after the closing date/time shall not be considered.

3. Quotations must be sent in sealed envelopes. Envelope should bear the inscription:

Quotation against IIITDMJ Tender Enquiry No. _____

Item Reference _____

Closing Date & Time _____

4. The **validity** of quotations shall be at least **30 days** from the date of opening of tender.

5. The supplier must provide after sales service facility on site during one year.

6. The tenderers must quote guaranteed date(s) of delivery of stores. The orders must be executed within stipulated date of delivery otherwise the same is liable to be cancelled without any reference.

7. The quotations should be complete in all respects and cover the cost for the materials of the exact specifications and descriptions of the stores as stated above otherwise the same shall be ignored.

8. **Inspection & Testing:** Goods will be inspected by the Purchaser at his end. Goods rejected on inspection will be replaced by the supplier free of cost and all charges for collection and delivery of the same to the Purchaser (port of discharge) will be to suppliers account.

9. Director, PDPM-IIITDM, Jabalpur reserves the rights to himself/herself to alter/modify the order at any stage and or to reject any offer without assigning any reason thereof and he is not bound to accept the lowest tender.

10. Any attempt of negotiations direct or indirect on the part of the tenderer with authority to whom he has submitted the tender unless called by the competent authority or any endeavor to secure any interest for an actual or prospective tenderer or to influence by any means, the acceptance of a particular tender will render the tender liable to exclusion from consideration.

11. In the event of **delay in supply beyond the guaranteed date**, the Director, PDPM-IIITDM, Jabalpur reserves the right to himself for the following:

i. To recover from the firms as agreed liquidated damages and not by way of penalty; a sum of 1% of the price of any of them which the supplier has failed to deliver as aforesaid for each week or part thereof, during which the delivery of such stores may be in the arrears, or

ii. The purchaser elsewhere without notice to the contractor on the account of a similar description (where others exactly complying with the particulars are not in his opinion

readily procurable such opinion being final) without canceling the order in respect of stores yet to due for delivery, or

iii. To cancel the contract for a portion thereof and if so desired purchase the stores of the risk and cost of the purchaser.

12. Eligibility Criteria: A bidder must have proven track record in supplying the specified item(s) either as a Manufacturer or Authorized Representative/Agent/ Dealer in India, either of an Indigenous or Foreign Manufacturer/ Principal, and should be financially sound and preferably having expertise as far as the technical aspects of the Item(s) are concerned, if they are not the Manufacturer of the Item(s).

13. Price Determination: Price of the item must be quoted in Indian Rupees.

15. Payment Terms: Against Bills submitted by Supplier and satisfactory supply and installation of the items.

16. Measurement Units: The Accounting/ Technical measurement units used in the offer should be only in recognized Indian or International Format. In the event of the Seller's practice of different measurement standards, the equivalence information should also be given.

17. Period of Delivery: To be specifically mentioned by the Bidder. If the bidder fails to supply the stores/ perform job(s) within the guaranteed date, the Purchaser reserves the right to cancel the entire Order or part thereof, without any reference, or to place order to another bidder for the same and identical stores/job(s) of equal quantity/ volume or a part thereof, before or after cancellation of the Order or to forfeit the amount guaranteed through the execution of the Earnest Money/Performance Bank Guarantee, if any.

18. Validity of Offer: Should be at least for **One month** from the date of opening of tender, may be extended at the discretion of the Purchaser on request.

19. Negotiations: The Purchaser may, at it's discretion, proceed to negotiate with a bidder in deserving cases, as may be permitted under the rules of the Government of India.

20. **Installation:** After satisfactory inspection/ test of the stores by the Purchaser, the Equipment/ Machinery/ Plants will have to be installed/ commissioned at the location as may be specified by the Purchaser, free of charge.

21. **Selection of the Bidder:** Selection of the Bidder will be done in accordance with the prescribed norms and rules of the Government of India. Canvassing in any manner will render a bidder disqualified for consideration, at any stage in the process of tender evaluation. The Purchaser, however, reserves the right to seek clarifications on any aspect from the Bidder(s), if required. The Purchaser, however, also reserves the right to reject/ cancel any bid without assigning any reason there for .

22. **Interpretation & Powers to Relax:** For any interpretation or clarification, if required, the Purchaser may be contacted. For any relaxation of the provisions envisaged herein, whether requested or not by a prospective bidder, the Purchaser will be the authority to relax.

23. **Settlement of Disputes:** Disputes, if any, as may be emanated from this bidding process/ resultant contract, shall be interpreted only under the relevant Indian Laws and Jurisdiction for settlement of dispute, if arises any, shall be **Jabalpur, MP, India**.

28. Tenders completed in all respects to be submitted to:

The Deputy Registrar (I/C P&S)

PDPDM Indian Institute of Information Technology, Design & Manufacturing Jabalpur.
Dumna Airport Road, P.O.: Khamaria, Jabalpur - 482 005, Madhya Pradesh, India

Yours faithfully,

R.P.Dwividi
Deputy Registrar (I/c P&S)

Encl: Annexure I