

**INDIRA GANDHI NATIONAL OPEN UNIVERSITY**  
**Maidan Garhi New Delhi – 110 068**  
**Computer Division**

File No: IG/CD/SPSS/2013/

Dated: 28.1. 2015

To,

M/s \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Subject: Quotation for Supply of SPSS Licenses.**

Sirs,

The University wishes to purchase of latest SPSS Licenses version 22.0 with the following specification/features:

Configuration/Specification				
SNo	SPSS Licenses Description	Module Part Number	No. of users	Total Licenses Cost in Rs.
1	IBM SPSS Base 22.0	D0FR0LL	10	
2	IBM SPSS Advanced statistics	D0FR0LL	10	
3	IBM SPSS Custom tables	D0FNJLL	10	
4	IBM SPSS Missing values	D0FOJLL	10	
5	IBM SPSS Regression	D0FPELL	10	
6	IBM SPSS Client Categories	D0FSDLL	10	
7	IBM SPSS Complex Samples	D0FRGLL	10	
8	IBM SPSS Decision Trees	D0FMELL	10	
9	IBM SPSS Forecasting	D0FO7LL	10	
10	IBM SPSS Neural Networks	D0FOFLL	10	
11	IBM SPSS Conjoint	D0FQWLL	10	
12	IBM SPSS Data Preparation	D0FNWLL	10	
13	IBM SPSS Exact tests	D0FN1LL	10	
14	IBM SPSS Direct Marketing	D0FMRLl	10	
15	IBM SPSS Bootstrapping	D0FRCLL	10	
16	IBM SPSS Amos	D0FL3LL	03	

**Signature and Seal of the Tenderer**

## Terms and Conditions

### 1. Compliance with the technical specifications

Equipment offered shall be in accordance with the stipulated technical specifications as provided above. Deviations from the specification, if any, shall be clearly indicated along with explanations (**Format enclosed Annexure - I**).

### 2. Earnest Money Deposit

Earnest Money deposit (EMD) amount of Rs. 25,000/- (Rupees Twenty Five Thousand only) shall be submitted along with the quotation in the form of a Bank Guarantee/ Demand Draft/ Banker's Cheque/ FDR from any commercial Bank drawn in favour of IGNOU payable at NEW DELHI. The EMD amount will be refunded to unsuccessful bidder(s) only after finalization of the tender. However, in case of successful bidder it will be refunded only after receipt of Performance Security. (**Format of Submission of EMD Annexure - II**)

### 3. Performance Security Deposit

The successful tenderer shall, before executing the order, within 15 days of dispatch of letter intimating acceptance of the offer in terms of Letter of Intent/P.O., deposit an amount of Rupees equivalent to 10% of the value of the contract as security deposit for due performance of the contract. The security deposit may be furnished in the form of a Bank Guarantee/ Demand Draft/FDR drawn in favour of IGNOU or a bank guarantee from a commercial bank duly countersigned by the bankers (format of **Bank Guarantee Annexure – III**). The validity of Bank Guarantee/Security Deposit shall be for the entire period of warranty plus Two months. Failure to furnish Security Deposit/Bank Guarantee shall be treated as breach of contract and entail cancellation of the contract, forfeiture of EMD. If the tenderer is not able to supply, install, and support the ordered items completely within the specified period to the complete satisfaction of the IGNOU, the Bank Guarantee/Security Deposit shall be invoked/ forfeited as the case may be. Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.

### 4. Submission of Offer

- a)
  - (i) All prices and other information like discounts etc. having a bearing on the price shall be written both in figures and words in the prescribed form. Where there is a difference between amounts quoted in words and figures, the amounts quoted in words shall prevail.
  - (ii) The interested Tenderers will submit bid as asked for in the Tender Document Non-compliance of these may lead to rejection of bid. The bid should be for Item price with warranty / Guarantee / post warranty and comprehensive AMC.
- b) The Excise Duty, Sales Tax/VAT etc., as applicable should be quoted separately in absence of which it will be presumed that they are included in the rates and IGNOU shall have no liability to pay these charges.

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- c) The offers in the prescribed format should be addressed to the Asstt. Registrar, Computer Division, under sealed cover. This is a two-bid system. The first sealed cover shall be superscribed **“Tender for Technical Bid with Commercial Terms and Conditions”**. The second sealed cover shall be superscribed **“Tender for Financial Bid”**. Both these Envelopes, after being sealed properly, shall be put into a third cover superscribing **“Quotation for the supply of SPSS Licenses”**, which should be properly sealed and to be addressed to the Head, Computer Division, Block -A, Academic Complex, IGNOU, Maidan Garhi, New Delhi, 110068.
- d) The first cover shall contain all details about manufacturing/supply capability, experience, number of qualified service engineers, service centers with technical resources available for the support services, ITCC, STC and other information. The tender fee and earnest money deposit shall be kept in this envelope. The tenders not submitted in prescribed manner shall be summarily rejected and their Financial Bids shall not be opened. The IGNOU reserves the right to accept or reject any tender without assigning any reason.
- e) The **“Technical Bids with Commercial Terms and Conditions”** shall be opened in the first instance in the presence of tenderers representatives who may wish to be present.
- f) The “Financial Bid” must be submitted in the prescribed form (Annexure- IV), which will be opened in respect of technically qualified bidders in the presence of the representative of the firm(s) who may wish to be present.
- g) The tenderer is also required to submit an Affidavit on non-judicial stamp paper of Rs. 100/- duly certified by the Notary as at Annexure-V that needs to be invariably enclosed along with the Technical Bid.

## 5 Evaluation

- a) The Tenders will be evaluated on the basis of techno-commercial parameters. If considered necessary, the Committee may decide to visit and inspect manufacturing and testing facilities, other related sites, as it may find worth in order to gather further information leading to evaluation of bids. Tenderer will be bound to provide all necessary information as desired by the Committee at such sites. The short-listed tenderers may be called for detailed discussions at a specified date, time and venue including demonstration of their products, if need be. Evaluation will be item wise, however the Committee may consider overall lowest bidder for the benefit of IGNOU.
- b) If the Purchaser considers necessary, it may ask for revised financial bids from the short listed tenderers which should be submitted within three days of intimation of this effect in sealed envelopes on specified date and time. The revised bids shall not be for amounts more than one quoted earlier for an item, unless the specification is of higher configuration than the earlier ones, by the respective tenderer. Any tenderer quoting higher rates for the same item with same configuration quoted earlier in their revised financial bid shall be disqualified for further consideration and EMD submitted may be forfeited.
- c) The IGNOU reserves the right to select the tenderer on the basis of best possible features quoted. The decision of IGNOU arrived at as above shall be final and representation of any kind shall not be entertained on the above. Any attempt by any tenderer to bring pressure of any kind shall disqualify the tenderer for the present tender and the tenderer may be liable to be debarred from bidding for IGNOU tenders in future for a period of three years and EMD submitted may be forfeited.

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- d) The IGNOU reserves the right to award the contract to any of the bidders irrespective of not being lowest and in this respect, the decision of the University shall be final.

## **6. Effect and Validity of Offer**

- (a) The offer shall be kept valid for acceptance and award the contract to the successful tenderer for a minimum period of 90(Ninty) Calendar days from the date of opening of Financial/Commercial Bid.
- (b) Order shall be placed as per IGNOU's requirements by the authorized Officer. The successful tenderer will supply and install complete equipment within a maximum period of 30 days from the date of placing the Purchase Order.
- (c) The contract shall be valid for a period of one year from the date of award of contract.
- (d) All the terms and conditions for the supply, testing and acceptance, payment terms, penalty etc. shall be as those mentioned herein and no change in the terms and conditions will be acceptable.
- (e) The Registration number of the firm along with CST number allotted by the Sales Tax authorities shall invariably be given in the tender. Excise clearance for Custom duty if any for relevant year may be submitted.
- (f) During the validity of the contract including the extended period, if any, if the tenderer sells any system or sub-system of the same or equivalent configuration to any other Department/Organization in India at a price lower than the price fixed for the Purchaser, the tenderer shall automatically pass on the benefits to the Purchaser.
- (g) In case the Purchaser finds that the market rates have come down from the time when rates were finalized in the rate contract/order or there is a need for selection of new system configuration based on market trends, the Purchaser, may ask the technically short listed tenderers to re-quote the prices and the tenderer shall be selected on the basis of procedure given earlier. The time difference between such re-quoted shall be minimum three months except in case of the Union Government budget.
- (h) IGNOU reserves the right to place the order on the successful tenderer for additional quantity/installation up to 25 percent of the quantity specified in the tender at the final approved rates. The Tenderer is bound to accept the orders for additional quantity during the period up to 12 months from the date of purchase order to the supplier at the approved rates or prevailing market rate which ever is less.

## **7. Delivery**

The contractor shall deliver the store in accordance with the conditions of the Contract at the time/place and in the manner specified in the contract. Any delay in the supply, installation and commissioning within the time fixed or in the event of repudiation of the contract, the (IGNOU) purchaser reserves the right to recover damage for Breach of Contract as indicated below:

- a) To recover from the contractor liquidated damages including administration expenses a sum equivalent to 0.05% of the price of stores which the contractor has failed to deliver within the period fixed for delivery/commissioning for each week or part thereof during which delivery is in arrears subject to an overall ceiling of 10% of the total contract price.

**Signature and Seal of the Tenderer**

## **8. Payment Terms**

(a) For bids offered in Indian Rupees

- (i) 100 % payment shall be made within 30 days of submission of bills duly supported by the consignee's receipt with satisfactory performance report and as governed by the following:

No part of the contract price shall become due or payable until the tenderer has delivered, installed and commissioned the items to the complete satisfaction of IGNOU. Payment shall be made subject to recoveries, if any.

- (ii) A pre-receipted bill shall be submitted in duplicate in the name of IGNOU. It shall be done soon after the delivery, installation and commissioning of the items along with a copy of the duly receipted delivery Challan of the consignee certifying satisfactory commissioning.

## **9. Warranty**

The Software shall have warranty after the successful commissioning and acceptance, as per OEM

## **10. Penalty for Delay in attending Fault Reports during the Warranty**

- (a) During the Warranty period, if the performance (Fault Reports) are not rectified within a period of 24 hours from the time it is reported verbally or through phone/fax /letter to the contractor or his Field nominee, the same shall render the contractor liable for liquidated damages at the rate of 1% (One per cent) of the total value of the faulty items per week subject to maximum of Five weeks and thereafter the IGNOU holds the option for purchasing a new system from other Vendor and may invoke the Bank guarantee of the supplier depending upon the severity of the problem with the system supplied by the supplier.
- (b) The decision of the authority placing the order in this regard will be final. If the tenderer does not feel satisfied with the decision, he will be at liberty to approach Vice-Chancellor, IGNOU. His decision in this regard will be full and final and no appeal will lie against his decision.

## **11. Arbitration**

- (a) In the event of any question, dispute or difference arising under these terms and conditions or in connection with this contract the same shall be referred mutual discussion between the parties.
- (b) If however the above dispute cannot be settled by mutual discussion within 30 days as provided herein the courts at Delhi/New Delhi, India only will have the jurisdiction to adjudicate upon the matter.

**Signature and Seal of the Tenderer**

You are requested to quote your most competitive rate and submit your quotation in a sealed envelope super scribing **“Quotation for the supply of SPSS Licenses”**. The **EMD for may also be enclosed by way of Demand Draft/ Banker’s Cheque / Bank Guarantee/ FDR in favour of IGNOU, New Delhi** and submitted to the Head, Computer Division, Block-A, New Academic Complex, IGNOU, Maidan Garhi, New Delhi - 110 068, latest by 3.00 p.m on 18.2..2015 Which will be opened on same day i.e. 18.2. 2015 at 3.30 p.m.

Thanking you,

Yours faithfully,

**Asstt. Registrar  
Computer Division**

**Signature and Seal of the Tenderer**

(To be filled and sent in sealed envelope no. (1))  
**FORMAT OF QUOTATION FOR TECHNICAL BID**  
 (Information pertaining to deviation and compliance statement)

S. No.	Make/ model offered	Technical Specifications as per tender	Technical Specifications of the product offered/Compl iance	Deviations (if any) with remark
1.				

Please give brief description on the technical superiority/inferiority/deviation, if any,  
 Of the item to be supplied by tenderer.

1. **Name of the Firm:**
2. **Address:**
3. **Workshop/Site Description:**
4. **Whether the firms ownership is Sole Proprietorship or partnership:**
5. **Annual turnover preferably for 3 Financial Years:**
6. **Client List:**
7. **PAN/TAN No.:**
8. **Landline/Mobile No.:**
9. **Authorized Signatory:**
10. **Copy of ITCC/STC etc:**

**Date:**

**Signature and Seal of the Tenderer**

**Other Forms and Formats for submission**

**(To be duly filled in and sent in sealed envelop no. (1) –Technical Bid)**

**EARNEST MONEY DEPOSIT AND TENDER FEE DETAILS**

Name of the Company\_\_\_\_\_

Details of Earnest Money Deposit:

Total EMD Amount: Rs.\_\_\_\_\_ (in figures)

(Rupees\_\_\_\_\_in words)

Details of each Demand Draft:

Amount	Name of the Bank	DD No.	Date

**Date:**

**Signature and Seal of the Tenderer**



**BANK GUARANTEE PERFORMA**

1. In consideration for the Vice-chancellor, Indira Gandhi National Open University (hereinafter called the IGNOU) having agreed to exempt ..... (hereinafter called “ the said contractor(s)” from the demand, under the terms and conditions of an Agreement dated ..... made between..... and ..... of **EMD/Performance** Security for the due fulfillment of the said contractor(s) of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for Rs. .... (Rupees.....) (indicated the name of the bank) at the request of ..... contractor(s) do hereby undertake to pay to the IGNOU an amount not exceeding Rs. .... Against any loss or damage caused to or suffered would be caused to or suffered by the IGNOU by reason of any breach of the said Contractor(s) of any of the terms or conditions contained in the said agreement.
2. We ..... do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely or a demand from the IGNOU stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the IGNOU by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the contractor(s) failure to perform the said agreement.. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.....
3. We undertake to pay the IGNOU any money so demanded not withstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any Court or Tribunal relating there to liability under this present being absolute and unequivocal.  
  
The payment so made by us under this Bond shall be a valid discharge of our liability for payment hereunder and the contractor(s)/supplier(s) shall have no claim against us for making such payment.
4. We..... Further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the **performance of the said Agreement/ validity of the offer** and that it shall continue to be enforceable till all the dues of the IGNOU under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till ..... that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the ..... Guarantee thereafter.
5. We ..... further agree with the IGNOU that the IGNOU shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the IGNOU against the said contractor(s) and the forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission of the part of the IGNOU or any indulgence by the IGNOU to the said contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

**Signature & Seal of the Tenderer**

6. notwithstanding any thing contained herein above our liability under the guarantee is restricted to Rs..... And shall remain in force until ..... Unless acclain or suit under this guarantee is filled with us on before..... ALL OUR RIGHTS UNDER THE GUARANTEE SHALL BE FORFEITED and Bank shall be relieved and discharged from all liabilities therein.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/supplier(s).
8. We ..... Lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the IGNOU in writing.

Dated the ..... date of .....2010

For .....  
(Indicate the name of bank)

Signature .....

Name of the Officer .....  
(In block capitals)

Designation of .....

Code no. ....

Name of the Bank & Branch.....

[To be counter signed by the branch bank of the indenter]

**Signature & Seal of the Tenderer**

**Price Schedule (Financial Bid)**  
**(To be duly filled in and sent in sealed envelop no. (2) - each page must be signed with SEAL of the Tenderer)**

**FORMAT OF QUOTATION FOR FINANCIAL BID**

Sl. No.	Description of Items	Qty.	Quoted Unit Rate in Rs.	Total Amount (Rs.)	Taxes (if any) give break up
				Signature & Seal of Tenderer	

We agree to supply the above goods in accordance with the technical specifications for a total contract price of Rs..... (Amount in figures) within the period specified in the Invitation for Quotations/ bid document on terms and conditions agreed to therein.

We also confirm that the warrantee/ Guarantee period for the systems shall be as per the terms & condition of the tender document from the date of installation.

**Date:**

**Signature & Seal of the Tenderer**

**AFFIDAVIT**

I,..... S/o  
Sh..... aged.....years, R/o..... do hereby  
solemnly affirm and declare as under:-

- i. That I am the Proprietor/authorized signatory of M/s..... having Head Office/Registered Office at .....
- ii. That the information/documents/experience certificates submitted by M/s.....along with this tender for “..... (Please specify the name of work”) in IGNOU are genuine and true and nothing has been concealed.
- iii. I shall have no objection in case IGNOU verifies them from issuing authority (ies), I shall also have no objection in providing the original copy of the document(s), in case IGNOU demands it for verification.
- iv. I hereby confirm that in case, any document, information &/or certificate submitted by me is found to be incorrect/false/fabricated, IGNOU at its discretion may disqualify/reject my application for this tender out rightly and also debar me/M/s. ....from participating in any future tenders.
- v. I hereby confirm that there is no vigilance/CBI case pending against the firm/supplier and the firm has not been blacklisted in the past in any institution of the Country.

DEPONENT

I,....., the proprietor/authorized signatory of M/s....., do hereby confirm that the contents of the above. Affidavits are true to my knowledge and nothing has been concealed there from and that no part of it is false.

Verified at .....this .....day of .....

DEPONENT

(Signature & Seal of Notary)

**Date:**

**Signature and Seal of the Tenderer**