

Times of India 05.07.2013



Government of India  
Ministry of Home Affairs  
Office of the Registrar General, India  
2-A, Man Singh Road, New Delhi-110011



**TENDER NOTICE NO.2/3/2012- VS (CRS) dated 05.07.2013**

On behalf of the President of India, sealed tenders are invited in two bid system (Technical Bid & Financial Bid) from OEM or its authorized dealers for procurement of 640 Nos of MS Office (Standard Indic version) software for delivery and installation at district head-quarters of all 640 districts of India. Intending firms should send their Technical Bid and Financial Bid in separate envelopes, duly superscribed with the Tender Notice Number and the due date in bold letters contained in a bigger cover **latest by 3.00 P.M. of 26.07.2013**. The RFP Document containing detailed terms and conditions, eligibility criteria, important dates, etc can be procured from Sales Counter of the ORGI at 2-A, Man Singh Road on payment of tender fee (non-refundable) of ₹ 1,000/- by cash or Demand Draft in favour of "Pay & Accounts Officer (Census)" payable at "New Delhi" on any working day between 11.00 A.M. to 04.00 P.M. The RFP document can also be downloaded from ORGI's web-site [www.censusindia.gov.in/tender](http://www.censusindia.gov.in/tender) or <http://eprocure.gov.in> but payment of ₹ 1,000/- towards tender cost needs to be paid in form of DD as mentioned above, along with the Technical bid.

**Purnendu Kant**  
Under Secretary (Hqrs.)

Size : 8(w) x 8(h) - black & white (ENGLISH)

नवभारत टाइम्स, दिनांक ५ जुलाई, २०१३



भारत सरकार/गृह मंत्रालय  
भारत के महाराजिस्ट्रार का कार्यालय  
2/ए मानसिंह रोड, नई दिल्ली-110001



निविदा सूचना सं. 2/3/2012 वी.एस. (सीआरएस) दिनांक 05.07.2013

भारत के सभी 640 जिलों के जिला मुख्यालयों में आपूर्ति और संस्थापन के लिए 640 एम एस ऑफिस (स्टैंडर्ड इंडिक वर्जन) सॉफ्टवेयर की अधिप्राप्ति के संबंध में भारत के राष्ट्रपति की ओर से ओईएम अथवा इसके प्राधिकृत डीलरों से द्वि-बोली प्रणाली (तकनीकी बोली और वित्तीय बोली) में मुहरबंद निविदाएं आमंत्रित की जाती हैं। इच्छुक फर्म अपनी तकनीकी बोली और वित्तीय बोली, स्पष्ट अक्षरों में निविदा सूचना संख्या और निर्धारित अंतिम तारीख लिखे दो अलग – अलग लिफाफों में रखकर हर हालत में **26.07.2013 को 3.00 बजे अपराह्न** तक भेज दें। विस्तृत निबन्धन और शर्तें, पात्रता मानदण्ड, महत्वपूर्ण तारीखें, इत्यादि वाले आरएफपी दस्तावेज को किसी भी कार्य दिवस पर प्रातः 11.00 बजे से सायं 4.00 बजे के बीच 1000/- रुपये के निविदा शुल्क का नकद अथवा "भुगतान एवं लेखा अधिकारी (जनगणना)" के पक्ष में "नई दिल्ली" में देय डिमाण्ड ड्राफ्ट के रूप में भुगतान करके भारत के महाराजिस्ट्रार के कार्यालय के 2-ए, मानसिंह रोड स्थित बिक्री पटल से प्राप्त किया जा सकता है। आरएफपी दस्तावेज को भारत के महाराजिस्ट्रार के कार्यालय की वेबसाइट **www.censusindia.gov.in/tender** अथवा **http://eprocure.gov.in** से भी डाउनलोड किया जा सकता है लेकिन उस स्थिति में 1000/- रुपये की निविदा लागत ऊपर उल्लिखित किए गए अनुसार तकनीकी बोली के साथ डिमाण्ड ड्राफ्ट के रूप में संलग्न करना होगा।

पूर्णन्दु कान्त  
अवर सचिव (मुख्यालय)

Size : 8(w) x 8(h) - black & white (HINDI)



सत्यमेव जयते



भारत सरकार/Government of India  
गृह मंत्रालय/Ministry of Home Affairs  
भारत के महारजिस्ट्रार का कार्यालय  
Office of the Registrar General, India  
२-अ, मानसिंह रोड, नई दिल्ली – 110011  
2-A, Man Singh Road, New Delhi-110011



RFP No: 2/3/2012- VS (CRS)

Dated: 05.07.2013

**RFP FOR INVITATION OF TECHNICAL AND COMMERCIAL BIDS FOR  
PROCUREMENT OF 640 Nos of MS OFFICE STANDARD INDIC**

1. Reference is made to our Short Tender Notice published in Times of India/Nav Bharat Times on 05.07.2013.
2. Separate **Technical and commercial bids** are invited in a single large envelope for procurement of **MS Office standard INDIC of latest version** as listed in **Part II** of this RFP. **Please super scribe the above mentioned Title, RFP number, date of opening of the Bid; on the sealed cover to avoid the Bid being declared invalid.**
3. The RFP Document containing detailed terms and conditions, eligibility criteria, important dates, etc can be procured from Sales Counter of the ORGI at 2-A, Man Singh Road on payment of tender fee (non-refundable) of ₹1,000/- by cash or Demand Draft in favour of “Pay & Accounts Officer (Census)” payable at “New Delhi” on any working day between 11.00 A.M. to 04.00 P.M. The RFP document can also be downloaded from ORGI’s web-site [www.censusindia.gov.in/tender](http://www.censusindia.gov.in/tender) or <http://eprocure.gov.in> but payment of ₹1,000/- towards tender cost needs to be paid in form of DD as mentioned above, along with the Technical bid.
4. The address and contact numbers for seeking clarifications regarding this RFP are given below:-

(b) Postal address for Correspondence: Deputy Registrar General  
VS Division, West Block-1  
RK Puram, New Delhi-66

(b) Name/designation of the contact personnel: Smt PA Mini

(c) Telephone numbers of the contact personnel: **011-26177330.**

(d) E-mail ids of contact personnel: [drg-crs.rgi@nic.in](mailto:drg-crs.rgi@nic.in), [srocrs.rgi@nic.in](mailto:srocrs.rgi@nic.in)

(e) Fax number: **011-26104012.**

5. This RFP is divided into five Parts as follows:-

- Part I-** Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.
- Part II-** Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
- Part III -** Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.
- Part IV -** Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
- Part V -** Contains Evaluation Criteria and Formats for Price Bids.

6. Clarifications, if any, will be sought in writing/e-mail from DRG (CRS), VS Division, West Block-1 RK Puram, **within two weeks** of the issue of the RFP, ie. **latest by 19.07.2013**. A pre-bid meeting with all the vendors will be held in Conference hall at West Block-1 RK Puram **on 23 July 2013 at 1500 hrs**. This office will answer all queries which have been raised in writing to DRG (CRS). The meeting may not be held in case no clarifications are sought by the vendors.

7. This RFP is being issued with no financial commitment and purchaser reserves the right to change or vary any part thereof at any stage. Purchaser also reserves the right to withdraw the RFP should it be so necessary at any stage.

Purnendu Kant  
Under Secretary (HQr)  
Tele: 23071520

**Part I**  
**(General information)**

1. **Last date and time for depositing the Bids:** 26 July 2013 by 1500 hrs.

**Note:** The separate sealed Bids (both technical and Commercial, kept in a single large envelope) should be deposited by the due date and time. The responsibility to ensure this lies with the Bidders only.

2. **Manner of depositing the Bids:** - Sealed Bids should be dropped in the relevant Tender Box for the particular item, by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered. **Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.**

**Time and date for opening of Technical Bids:** 26 July 2013 at 1530 hrs

**Time and date for opening of Commercial Bids\*:** 02 August 2013 at 1530 hrs

*\*Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Buyer.*

3. The authorized representative of the bidding firms can attend the tender openings. If due to any exigency the due date for opening of tenders is declared as closed holiday, in such cases the tenders will be opened on next working day at the same time or any other day/time as intimated by the Buyer.

4. **Location of the Tender Box:-**

Office of Registrar General, India, 2/A, Man Singh Road, New Delhi-110011.

5. **Place of opening of the Bids:**

Office of Registrar General of India, 2/A, Man Singh Road, New Delhi-110011.

6. **Forwarding of Bids** – Bids should be forwarded by bidders under their original memo / letter pad, inter alia furnishing details like TIN number, VAT/CST number, Bank address with EFT Account if applicable, etc. and complete postal & e-mail address along with telephone/fax/mobile no. of their office.

7. **Clarification regarding contents of the RFP:** Clarifications, if any, will be sought in writing/e-mail from DRG (CRS), VS Division, West Block-1 RK Puram, **within two weeks** of the issue of the RFP, ie. **latest by 19.07.2013**. A **pre-bid meeting** with all the vendors will be held in Conference hall at West Block-1 RK Puram **on 23 July 2013 at 1500 hrs**. This office will answer all queries which have been raised in writing to DRG (CRS). The meeting may not be held in case no clarifications are sought by the vendors. Received queries and its clarification will be uploaded on the ORGI's web-site, after the pre-bid meeting.

8. **Modification and Withdrawal of Bids:** - A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A



withdrawal notice may be sent by fax but it should be followed by signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

9. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

10. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeited of EMD. Conditional tenders will be rejected.

11. **Validity of Bids:** - The Bids should remain valid for 120 days from the last date of submission of the Bids.

12. **Tender Money (Non-refundable):** Rs. 1000/-, to be deposited in form of Demand Draft in favour of "Pay & Accounts Officer (Census)" payable at "New Delhi", along with the Technical bid, in case the RFP has not been purchased from the Sale Counter of the office located at 2-A, Man Singh Road after payment of the said amount. In latter's case, the original receipt of Rs. 1000/- is to be enclosed along with the Technical bid. The tender-money is non-refundable.

13. **Earnest Money Deposit:-** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs 3.00** Lakh along with their technical bids in favour of "**Senior Accounts Officer, PAO (Census)**", Office of Registrar General, India. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business. EMD is to remain valid for a period of forty-five days beyond the final bid validity period;  $120 + 45 = 165$  days (minimum). EMD of the unsuccessful bidders will be returned to them, without any interest, at the earliest on or before the 30<sup>th</sup> day after the award of the contract or latest after expiry of the final bid validity. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. The EMD will be forfeited if the bidder withdraws or amends/impairs or derogates from the tender in any respect within the validity period of their tender.

**Part II**  
**(Essential Details of Items/Services required)**

**SCHEDULE OF REQUIREMENT**

1. List of items required is as follows:

<b>Sl No</b>	<b>Description</b>	<b>Qty/ Locations</b>	<b>Specification of items offered along with Version Details</b>	<b>Compliance to RFP Specification- whether Yes/No</b>	<b>In case of non compliance, deviation from the RFP to be specified in unambiguous terms</b>
1	MS Office standard INDIC of latest version with media and documentations.	640 stand-alone licenses			

3. **Delivery and installation Schedule:** - Delivery of the entire items is to be done **at all locations as per annexure I within ten weeks** from the date of supply order and installation is to be completed within six weeks from the date of delivery. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

4. **Consignee details –**

Deputy Registrar General(CRS), VS Division, Office of Registrar General of India, West Block-1, RK Puram, New Delhi-66

## Part III

### (Standard Conditions of RFP)

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. **Effective Date of the Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

3. **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration.

4. **Penalty for use of Undue influence:** -The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. **Agents / Agency Commission:** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services



referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

6. **Access to Books of Accounts:** In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid omissions or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents / information.

7. **Non-disclosure of Contract documents:** Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

8. **Liquidated Damages:** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training (if required), etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

9. **Termination of Contract:** The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:-

- (a) The completion of project is delayed for causes not attributable to Force Majeure for more than (20 weeks) after the scheduled period.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The delivery of material is delayed due to causes of Force Majeure by more than (3 months) provided Force Majeure clause is included in contract.

(d) The Buyer has noticed that the Seller has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.

(e) As per decision of the Arbitration Tribunal.

10. **Notices:-** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/ air mail, addressed to the last known address of the party to whom it is sent.

11. **Transfer and Sub-letting:-** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

12. **Patents and other Industrial Property Rights:-** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

13. **Amendments:** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

#### 14. **Taxes and Duties**

##### **(a) General**

(i) If Bidder desires to ask for excise duty or Sales Tax / VAT extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

(ii) If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entertained after the opening of tenders.

(iii) If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.

(iv) If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

(v) Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/ tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc .if any obtained by the Seller.

**(b) Customs Duty:-**

(i) For imported stores offered against forward delivery, the Bidder shall quote prices thereof exclusive of customs duty. The Bidder shall specify separately the C.I.F. prices and total amount of customs duty payable. They will also indicate correctly the rate of customs duty applicable along with Indian Customs Tariff Number. Customs duty as actually paid will be reimbursed on production of necessary documents i.e.

(ii) Triplicate copy of the bill of entry; (ii) copy of bill of lading; (iii) a copy of foreign principal's invoice. However, if the Bidder imports the stores in question against his own commercial quota Import Licences, he will also be required to submit in addition the triplicate copy of bills of entry etc. a certificate from his Internal Auditor on the bill itself, to the effect that the following items/quantity in the bill of entry related to the stores imported against Civil Buyer contract number..... dated.....

(iii) Subsequent to the reimbursement of customs duty, the Bidder will submit to the concerned Payment Authority a certificate to the effect that he has not obtained any refund of customs duty subsequent to the payment of duty to the Customs authority by him. In addition, he shall also submit to the Paying Authority concerned a certificate immediately after a period of three months from the date of payment of the duty to customs authorities to the effect that he has not applied for refund of the customs duty subsequent to the payment of duty to the customs authorities by him.

(iv) In case the Bidder obtains any refund of customs duty, subsequently to the payment of the same by him to the customs authorities and reimbursement of the customs duty to him by the Payment Authority, he should forthwith furnish the details of the refund obtained and afford full credit of the same to the Buyer.

**(c) Excise Duty: -**

(i) Where the excise duty is payable on advalorem basis, the Bidder should submit along with the tender, the relevant form and the Manufacturer's price list showing the actual assessable value of the stores as approved by the Excise authorities.

(ii) Bidders should note that in case any refund of excise duty is granted to them by Excise authorities in respect of Stores supplied under the contract, they will pass on the credit to the Buyer immediately along with a certificate that the credit so passed on relates to the Excise Duty, originally paid for the stores supplied under the contract. In case of their failure to do so, within 10 days of the issue of the excise duty refund orders to them by the Excise Authorities the Buyer would be empowered to deduct a sum equivalent to the amount refunded by the Excise Authorities without any further reference to them from any of their outstanding bills against the contract or any other pending Government Contract and that no disputes on this account would be raised by them.

(iii) The Seller is also required to furnish to the Paying Authority the following certificates:

(iv) Certificate with each bill to the effect that no refund has been obtained in respect of the reimbursement of excise duty made to the Seller during three months immediately preceding the date of the claim covered by the relevant bill.

(v) Certificate as to whether refunds have been obtained or applied for by them or not in the preceding financial year after the annual Audit of their accounts also indicating details of such refunds/applications, if any.

(vi) A certificate along with the final payment bills of the Seller to the effect whether or not they have any pending appeal/protest for refund or partial refund of excise duties already reimbursed to the Seller by the Government pending with the Excise authorities and if so, the nature, the amount involved, and the position of such appeals.

(vii) An undertaking to the effect that in case it is detected by the Government that any refund from Excise Authority was obtained by the Seller after obtaining reimbursement from the Paying Authority, and if the same is not immediately refunded by the Seller to the Paying Authority giving details and particulars of the transactions, Paying Authority will have full authority to recover such amounts from the Seller's outstanding bills against that particular contract or any other pending Government contracts and that no dispute on this account would be raised by the Seller.

(viii) Unless otherwise specifically agreed to in terms of the contract, the Buyer shall not be liable for any claim on account of fresh imposition and/or increase of Excise Duty on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.

**(d) Sales Tax / VAT**

(i) If it is desired by the Bidder to ask for Sales tax / VAT to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of sales tax and no liability of sales tax will be developed upon the Buyer.

(ii) On the Bids quoting sales tax extra, the rate and the nature of Sales Tax applicable at the time of supply should be shown separately. Sales tax will be paid to the Seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax and the same is payable as per the terms of the contract.

**(e) Octroi Duty & Local Taxes**

(i) Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorised officer. Seller should ensure that stores ordered against contracts placed by this office are exempted from levy of Town Duty/Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.

(ii) In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the Seller to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or by-laws/notifications of the Municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

**Part IV**  
**(Special Conditions of RFP)**

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. **Performance Guarantee:** - The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government, in favour of “Senior Accounts Officer, PAO (Census)”, Office of Registrar General, India, New Delhi, for a sum equal to 10% of the contract value within 60 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty.

2. **Tolerance Clause** - To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to 50% plus/minus increase or decrease the quantity of the required goods upto that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

3. **Payment Terms for Indigenous Sellers:** - It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made online through ECS/RTGS mechanism instead of payment through Cheque, wherever feasible. The payment will be made as per the following terms, on production of the requisite documents:

- (a) 80% of the total cost of the supply order will be paid after the delivery of items at user site (software COSTS) at all locations as per Annexure I on prorata basis.
- (b) Balance 20% of the total cost of the supply order will be paid after the successful installation of delivered items at user site, on pro-rata basis.

4. **Paying Authority:-**

(A) **Indigenous Sellers:** (Name and address, contact details). The payment of bills will be made on submission of the following documents along with the bill by PAO (Census), AGCCW&M, Building, IP Estate, P.O. Code No. 022984, New Delhi-110001.

- (i) Ink-signed copy of contingent bill / Seller’s bill.
- (ii) Ink-signed copy of Commercial invoice / Seller’s bill.
- (iii) Copy of Supply Order/Contract
- (iv) Receipt Vouchers in duplicate.
- (v) Exemption certificate for Excise duty / Customs duty, if applicable.



(vi) Photo copy of Performance Bank guarantee / Indemnity bond where applicable.

(vii) Deleverly Period extension letter with CFA's sanction, U.O. number and date of IFD's concurrence, where required under delegation of powers, indicating whether extension is with or without LD.

(viii) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code along with PAN (for deduction of TDS, if applicable); which should preferably be mentioned on the bills itself.

(ix) Any other document / certificate that may be provided for in the Supply Order / Contract.

**05. Risk & Expense clause: -**

(a) Should the stores or any instalment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any instalment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

(b) Should the stores or any instalment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the Buyer's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

(c) In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-

(d) Such default.

(e) In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.

6. Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed 100% of the value of the contract."

**7. Force Majeure clause:-**

(a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure

circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

8. **Specification:-** The following Specification clause will form part of the contract placed on successful Bidder - The Seller guarantees to meet the specifications **as per Part-II of RFP** and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Buyer Services as per modifications/requirements recommended after the Maintenance Evaluation Trials. All technical literature and drawings shall be amended as the modifications by the Seller before supply to the Buyer. The Seller, in consultation with the Buyer, may carry out technical up gradation/ alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenization or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings repair and maintenance techniques along with necessary tools as a result of up gradation/ alterations will be provided to the Buyer free of cost within 15 days of affecting such up gradation /alterations.

9. **OEM Certificate/ authorisation:-** In case the Bidder is not the OEM, the authorisation from the OEM for selling the items shall be mandatory. However, where OEMs do not exist, minor aggregates and spares can be sourced from authorized vendors subject to quality certification.

10. **Earliest Acceptable Year of Manufacture:** Quality/ Life certificate will need to be enclosed with the Bill.

11. The software with media will be provided by the Seller at his expense to the Buyer as per the locations of delivery.

12. **Quality:** The quality of the stores delivered according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in Seller's country or specifications enumerated as per RFP and shall also include therein modification to the stores suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the stores to be supplied under this Contract shall be new i.e. not manufactured before (Year of Contract), and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Seller in the past if any. The Seller shall supply an inter changeability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

13. **Quality Assurance:** Seller would provide the Standard Acceptance Test Procedure (ATP) within one month of this date of contract. Buyer reserves the right to modify the ATP. Seller would be required to provide all test facilities at his premises for acceptance and inspection by Buyer. The details in this regard will be coordinated during the negotiation of the contract. The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.

14. **Inspection Authority:** - The Inspection may be carried out by Rep of Chief Registrar of Births and Deaths of Concerned States. The mode of Inspection will be Departmental Inspection / User Inspection and Self-certification.

#### 15. **WARRANTY CLAUSE**

(i) The seller warrants that the goods supplied under this supply order conform to technical specifications prescribed and shall perform according to the said Technical Specifications.

(ii) The seller warrants for a period of **36 months for all items from the date of acceptance of items at delivery locations** and that the goods/stores supplied under this contract and each component used in the manufacture there of shall be free from all types of defects/failures. Warranty should be valid throughout India.

(iii) If within the period of warranty, the goods are reported by the Buyer to have failed to perform as per the specifications, **the Seller will replace the faulty item with a new item of same specifications or better** or rectify the same free of charge, maximum within 15 days of notification of such defect received by the Seller, provided that the goods are used and maintained by the Buyer as per instructions contained in the Operating Manual. Warranty of the newly replaced equipment would be provided as per OEM's policy. The user would maintain a record of the down time in a logbook. Spares required for warranty repairs shall be provided free of cost by Seller. He Seller also undertakes to diagnose, test, adjust, calibrate and repair/replace the goods/equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the Buyer and the Seller.

(iv) Seller hereby warrants that necessary service and repair back up during the warranty period of the equipment shall be provided by the Seller and

he/she will ensure that the up time is within 95% of the warranty period. In the event of uptime less than 95%, penalty as under will be charged:-

- (i) Uptime 90 to 94 % - 1% of total value of supply order.
- (ii) Uptime less than 90% - 2% of the total value of supply order.

(v) If a particular equipment/goods fails frequently and/or, the cumulative down time exceeds 20% of the warranty period, the complete equipment shall be replaced free of cost by the Seller within a stipulated period of 30 days of receipt of the notification from the Buyer. Warranty of the replaced equipment would start from the date of acceptance by the buyer/date of installation and commissioning.

(vi) All calls shall be attended within 12 hours of registration of complaint with the contractor.

(vii) Warranty for software will be on-site for 36 months, from date of installation of software at all locations. The scope of warranty shall include:-

(a) Removal of any bug from the software and to provide help to the user in case of any software problem related to the software

(b) All calls shall be attended within 12 hours of registration of complaint with the contractor.

(viii) **Upgrade, update, technical support, software assurance (SA) for all software, original media and licenses for the software is to be provided by the vendor during warranty period free of cost i.e. 36 months from the date of successful acceptance of items by the user.** Vendor will guarantee provisioning of all software updated depending upon the option to be exercised by the user, for a period of five years, after expiry of warranty period on chargeable basis. However, if the upgrade is free from OEM the same will be passed to the user, at user site, free of cost. This clause will overrule any other clause asking for warranty period lesser than that stated here.

(ix) It will be presumed that vendor agrees to provide warranty for three year. If the OEM provides warranty for more than three year the same to be passed on. Warranty of any item for less than three year is not acceptable.

**Part V**  
**(Technical and Commercial Evaluation Criteria & Price Bid issues)**

1. The broad guidelines for evaluation of offers will be as follows in addition to above:-

**Evaluation Criteria**

(a) The broad guidelines for evaluation of offers will be as follows:-

- (i) Only those firms can participate in the bid, who have been specially authorised by the OEM, ie. Microsoft, for participating in this tender.
- (ii) The OEM can also participate directly for this tender. In case OEM does not wish to participate directly they may authorise more than one vendor to bid on their behalf for this tender.
- (iii) The OEM while authorizing vendors to quote for this tender must give an authorisation letter to the vendor by quoting the tender reference number.
- (iv) No change of OEM authorisation by the vendor will be permitted at a later stage in procurement process. Vendors are to submit original authorisation letter (ink signed) for **MS Office, issued by the OEM, along with their technical bids.**
- (v) The OEM or authorised vendor must have current ISO 9001:2000 certificate.
- (vi) The participating firm must have annual turnover of Rs 2.00 crore in previous three consecutive years. The audited balance for previous three years should be attached, otherwise bids will not be evaluated further.
- (vii) The tender money (Rs. 1000/-) and the EMD (Rs. 3.00 lakh) in the prescribed manner should be attached along with the Technical Bid.

(b) Only those offers shall be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the tender, both technically and commercially.

(c) **The lowest bid** shall be considered further for placement of supply order after complete clarifications and negotiations, if applicable. **L1 calculation will be carried out after adding all taxes/duties/levies etc.**

2. The Bidders are required to spell out the rates of Customs duty, Excise duty, VAT, Service Tax, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Customs duty / Excise Duty / VAT is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entailed after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of Customs

duty / Excise Duty / VAT duty upto any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of Customs duty / Excise Duty / VAT, it should be brought out clearly. Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that excise duty will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and VAT also.

3. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

4. Using of correction fluid or overwriting in commercial bid will be treated as invalid bid at all the stage.

5. **Price Bid Format:** - The Price Bid Format is given below and Bidders are required to fill this up correctly with full details:-

Sl No	Description	Qty/Locations	Rate without taxes	Total Amount (in Rs.) without taxes
1	MS Office standard INDIC of latest version with media and documentations.	640 stand alone licenses		

**PLEASE SPECIFY THE FOLLOWING:-**

Sl No.	Details	To be filled by the firm
1	Is <b>Excise duty</b> extra? (Answer in YES/NO)	
	If yes, Total value of items on which Excise Duty is leviable:	
	Rate of Excise duty	
	Surcharges on Excise Duty	
	Total value of excise duty payable:	
	Is Excise Duty Exemption (EDE) required:	
	If yes, then mention and enclose the following: Excise notification number under which EDE can be claimed	
2	Is <b>VAT</b> extra? (Answer in YES/NO)	
	If yes, then mention the following: Total value on which VAT is leviable: Rate of VAT: Total value of VAT leviable:	



3	Is <b>Service Tax</b> extra? (Answer in YES/NO)	
	If yes, then mention the following: Total value of Services on which Service Tax is leviable: Rate of Service Tax leviable: Total value of Service Tax leviable:	
4	Is <b>Custom Duty</b> extra: (Answer in YES/NO)	
	If yes, then mention the following:	
	CIF value of stores to be imported:	
	Rate of Customs duty payable along with Indian Customs Tariff Number:	
	Total amount of Customs Duty payable:	
	Custom notification number under which Custom Duty Exemption (CDE) can be given (Enclose a copy)	
5.	<b>Octroi / Entry taxes</b>	
6.	<b>Any other duty / levy/taxes</b>	
7.	<b>Any other Taxes / Duties / Overheads / Other costs</b>	

**LIST ADDRESS FOR QUERIES FOR DELIVERY**

<b>Sl. No.</b>	<b>Name of State</b>	<b>Address for districts queries</b>	<b>No. of delivery locations</b>	<b>No. of items to be delivered and installed ( MS Office )</b>
1	Andhra Pradesh	The Chief Registrar of Births & Deaths and Director of Health, Andhra Pradesh, Sultan Bazar, HYDERABAD - 500001	23	23
2	Arunachal Pradesh	The Chief Registrar of Births & Deaths and Director of Economics & Statistics, Arunachal Pradesh, Sankhi Valley, Gohapur Road, P.O.R.K.Mission, ITANAGAR - 791 113	16	16
3	Assam	The Chief Registrar of Births & Deaths and Director of Health Services, Assam, Hengrabari, Dispur, GUWAHATI - 781006	27	27
4	Bihar	The Chief Registrar of Births & Deaths and Director of Economics & Statistics, Planning and Development Department, Bihar, Old Secretariat, Barrack No. 17, PATNA - 800015	38	38
5	Chhattisgarh	The Chief Registrar of Births & Deaths and Commissioner cum Director, Economics & Statistics, Kaushalya Bhavan, Lady Polytechnic, Baran Bazar, Chhattisgarh. Raipur - 492001.	18	18
6	Goa	The Chief Registrar of Births & Deaths and Director of Planning, Statistics & Evaluation, Goa, Junta Annexe, 3rd Floor, PANAJI - 403001	2	2
7	Gujarat	The Chief Registrar of Births & Deaths and Commissioner of Health, Medical Services & Medical Education (Health Section), Gujarat, Block 5, Dr. Jivraj Mehta Bhawan, GANDHINAGAR - 382010	26	26
8	Haryana	The Chief Registrar of Births & Deaths and Director General of Health Services, Haryana, Directorate of Health Services Haryana, Sector - 6, PANCHKULA	21	21
9	Himachal Pradesh	The Chief Registrar of Births & Deaths and Director of Health Services & Family Welfare, Himachal Pradesh, Swasth Bhawan, Kusumpti, SHIMLA - 171 009	12	12
10	Jammu & Kashmir	The Chief Registrar of Births & Deaths and Director of Family Welfare, MCH & Immunisation, Jammu & Kashmir, Old Secretariat, SRINAGAR - 190001	22	22

11	Jharkhand	The Chief Registrar of Births & Deaths & Secretary Planning and Development Jharkhand, Nepal House, Doranda, RANCHI - 834004.	24	24
12	Karnataka	The Chief Registrar of Births,Deaths & Marriages and Director, Bureau of Economics & Statistics, Karnataka, M.S. Building Dr. B.R. Ambedkar Veedhi, BANGALORE - 560001	30	30
13	Kerala	The Chief Registrar of Births & Deaths and Directorate of Panchayats, Kerala, Museum P.O.,THIRUVANANTHAPURAM - 695033	14	14
14	Madhya Pradesh	The Chief Registrar of Births & Deaths and Director of Economics & Statistics, Madhya Pradesh, Vindhyaachal Bhawan, Ground Floor, BHOPAL - 462004	50	50
15	Maharashtra	The Chief Registrar of Births & Deaths and Director General of Health Services, Maharashtra, Arogya Bhawan, 8 <sup>th</sup> Floor, St. George Hospital Compound, Mumbai - 400001	35	35
16	Manipur	The Chief Registrar of Births & Deaths and Director of Medical Health & Family Welfare Services, Manipur, Lamphelpat, IMPHAL - 795004	9	9
17	Meghalaya	The Chief Registrar of Births & Deaths and Director of Medical & Health Services, (MCH & FW), Meghalaya, Additional Secretariat Building, Room No. 509, SHILLONG - 793001	7	7
18	Mizoram	The Chief Registrar of Births & Deaths and Principal Secretary/Commissioner, Planning Department, Mizoram Civil Secretariat, New Capital Complex Khatla, AIZAWL - 796001	8	8
19	Nagaland	The Chief Registrar of Births & Deaths and Development Commissioner Nagaland, KOHIMA - 797001	11	11
20	Odisha	The Chief Registrar of Births & Deaths and Director of Health Services, Odisha, Heads of Department Building, BHUBANESWAR - 751001	30	30
21	Punjab	The Chief Registrar of Births & Deaths and Director of Health & Family Welfare, Punjab, Parivar Kalyan Bhawan Sector 34-A, CHANDIGARH- 160034	20	20
22	Rajasthan	The Chief Registrar of Births & Deaths and Director of Economics & Statistics, Rajasthan, Behind New High Court Building, Tilak Marg, C Scheme, JAIPUR - 302 005	33	33
23	Sikkim	The Chief Registrar of Births & Deaths and Principal Director, Health & Family Welfare Department, Sikkim, TASHILING, GANGTOK - 737 101	4	4

24	Tamil Nadu	The Chief Registrar of Births & Deaths and Director of Public Health and Preventive Medicine, Tamil Nadu, 359 Anna Salai, (Mount Road), Teynampet, CHENNAI - 600006	32	32
25	Tripura	The Chief Registrar of Births & Deaths and Director of Health Services, Tripura, Gorkha Basti, P.O. Kunjoban, AGARTALA - 799 006	4	4
26	Uttar Pradesh	The Chief Registrar of Births & Deaths and Director General, Medical & Health, Uttar Pradesh, Swastha Bhavan, LUCKNOW - 1	71	71
27	Uttarakhand	The Chief Registrar of Births & Deaths and Secretary, Medical, Health & Family Welfare, Chander Nagar, Uttarakhand, Dehradun-248001	13	13
28	West Bengal	The Chief Registrar of Births & Deaths and Director of Health Services, West Bengal, Swastha Bhawan, Block G.N. 29, Sector-V, Salt Lake, Kolkata - 700091	19	19
29	A & N Islands	The Chief Registrar of Births & Deaths and Director of Health Services, A & N Administration, Atlanta Point, Near Cellular Jail, PORT BLAIR - 744 104	3	3
30	Chandigarh	The Chief Registrar of Births & Deaths and Director of Health Services, Chandigarh Administration, General Hospital, Sector-16, CHANDIGARH - 160 016	1	1
31	Dadra & Nagar Haveli	The Chief Registrar of Births & Deaths Department of Planning & Statistics, Dadra & Nagar Haveli Administration, AT & PO SILVASSA - 396230 Via - Vapi (W.Rly.)	1	1
32	Daman & Diu	The Chief Registrar of Births & Deaths and Development Commissioner/Secretary Planning, Daman & Diu Administration Secretariat, DAMAN - 396 220	2	2
33	Delhi	The Chief Registrar of Births & Deaths and Director, of Economics & Statistics, Vikas Bhawan-II, IIIrd Floor, 'B' Wing, Upper Bela Road, Near Metcalfe House, DELHI - 110054	9	9
34	Lakshadweep	The Chief Registrar of Births & Deaths and Secretary (Health), Deptt. of Medical & Health Kavaratti Islands, Lakshadweep Via HPO - COCHIN - 682555	1	1
35	Puducherry	The Chief Registrar of Births & Deaths and Director, Local Administration Department, Pondicherry, 2 Rue de l' Evache, PONDICHERRY - 605001	4	4
<b>Total</b>			<b>640</b>	<b>640</b>