

# **BID DOCUMENT**

## **e-Procurement**

### **Open Competitive Bid (OCB)**

#### **For**

**Supply, Implementation & Management of Cloud  
based Product and Services of MICROSOFT  
OFFICE 365 Suite(Perpetual)  
to**

**Rajiv Gandhi University of Knowledge  
Technologies-Basar**

**Proprietary & Confidential**



**RAJIV GANDHI UNIVERSITY OF KNOWLEDGE TECHNOLOGIES**

**BASAR**

**BASAR MANDAL, NIRMAL DISTRICT**

**TELANGANA-504107**

**Phone: 8886855562**

## **Proprietary & Confidential**


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## CONTENTS

Description	Page No.
Newspaper advertisement	4
Time Schedule	5
Tender Form	6 - 7
Statement of important limits and values of bid	8 - 9
Tender Schedule	10 - 18
Prequalification and Technical Bid	19-20
Financial Bid Statement	21
Deviations Format	22
Performance Security Form	23
Supply Agreement Form	24 - 27
Bid letter form	28
Bidder Information Sheet	29
Turnover details, Major clientele details and specifications	30
Check List	31

## **News paper advertisement**

### **e-Procurement Tender Notice**

	<p><b>RAJIV GANDHI UNIVERSITY OF KNOWLEDGE TECHNOLOGIES</b> <b>BASAR CAMPUS,</b> <b>BASAR MANDAL, NIRMAL DISTRICT,</b> <b>TELANGANA-504107</b></p>
<p>Online tenders are hereby invited from interested and eligible bidders for supply and installation of (1) Electrical Machines (2) Software Packages for RGUKT, Basar</p>	
<p>Interested bidders can download and submit the bids online from 23.06.2017 to 07.07.2017 up to 05:00PM through <a href="http://www.eprocurement.gov.in">www.eprocurement.gov.in</a>. For further details please visit our website: <a href="http://www.rgukt.ac.in">www.rgukt.ac.in</a></p>	
<p><b>Date.23.06.2017</b></p>	<p><b>Sd/-</b> <b>Director</b></p>

## Time schedule of various tender related events

### Supply, Implementation & Management of MICROSOFT OFFICE 365 (Perpetual)

Bid calling date	23.06.2017
Bid Document fee (Non Refundable)	Rs. 5,000/- (By way of DD from any Scheduled Bank)
Bid Documents Downloading Start date	23.06.2017 from 08.00 AM
Bid Document Downloading End Date	07.07.2017 till 05:00 PM
Last date for uploading documents online	07.07.2017 at 05:30 PM.
Last date for Submission of documents (hard copies)	10.07.2017 at 04:00 PM.
Technical Bid opening date/time	12.07.2017 at 02:00 PM.
Price Bid opening date/time	12.07.2017 at 04.00 PM
Contact person	Director, RGUKT, Basar.
Reference No.	<b>RGUKT/Proc/Labs/OFFICE 365/T08/2017</b>

**Note:** For the assistance in the online submission issues, the bidder may contact the help desk of M/s.Vayam Technologies (e-procurement) at their e-mail address: [helpdesk.eproc@vayamtech.com](mailto:helpdesk.eproc@vayamtech.com)

#### CLARIFICATIONS:

- i. Queries if any can be made through e-mail only on [procurement@rgukt.ac.in](mailto:procurement@rgukt.ac.in) on or before 31.06.2017. Queries received via any mode other than e-mail id mentioned above will not be entertained. The queries should only be sent in following format on the official letter head of the company.

S.No.	Page No. (Tender Ref.)	Clause (Tender Ref.)	Description (Tender Ref.)	Query

- ii. The addendum/corrigendum if any shall be published on RGUKT's website i.e. [www.rgukt.ac.in](http://www.rgukt.ac.in) as well as on e-procurement platform [www.eprocurement.gov.in](http://www.eprocurement.gov.in),
- iii. The Bidders are requested to submit the bids after issue of clarifications duly considering the changes made if any. Bidders are totally responsible for incorporating/complying the changes/ amendments issued if any during pre bid meeting in their bid.

Director,  
RGUKT-Basar.

## TENDER FORM

### Not transferable

**Reference No:** RGUKT/Proc/Labs/OFFICE 365/T08/2017, dt.23.06.2017

**Subject:** Tender for Supply, Implementation & Management of MICROSOFT OFFICE 365 (Perpetual) to the RGUKT Basar located in Nirmal District – Reg..

Sir/Madam,

- 1) Bids are invited on the e-procurement platform from the Authorized MICROSOFT Academic Resellers for Supply, Implementation & Management of MICROSOFT OFFICE 365 to RGUKT-Basar. The details of bidding conditions and other terms can be downloaded from our website i.e. [www.rgukt.ac.in](http://www.rgukt.ac.in) or from the electronic procurement platform of Government of Telangana i.e. [www.eprocurement.gov.in](http://www.eprocurement.gov.in)
- 2) Bidders would be required to register on the e-Procurement market place “[www.eprocurement.gov.in](http://www.eprocurement.gov.in)” and submit their bids online. On registration with the e-Procurement market place they will be provided with a user id and password by the system through which they can submit their bids online.
- 3) The bidders need to scan and upload the required documents as per the Check list given. Such uploaded documents pertaining to technical bid need to be attached to the tender while submitting the bids on line. The attested copies of all these uploaded documents of technical bid, signed undertaking of tenderer should be submitted off line to Director, RGUKT, Basar by 04.00PM of 10.07.2017. The RGUKT will consider only the bids submitted through on-line over the copies of the paper based bids.
- 4)
  - a) The participating bidder/s will have to pay non-refundable tender processing fee Rs.5000/- in the form of Demand Draft drawn from any Nationalized Bank, in favour of The Director, RGUKT, Basar payable at Basar.
  - b) Further the bidder/s shall furnish, as part of it bid, the Bid security for the amounts specified in the Section-II of Tender Document be paid in the form of an unconditional and irrevocable Bank Guarantee issued by any Nationalized bank in the standard format as shown in the Tender Schedule or a crossed Demand Draft drawn in favour of The Director, RGUKT, Basar along with bids.
  - c) Further all the participating bidders have to electronically pay a non-refundable transaction fee to M/s. APTS, the service provider through "Payment Gateway Service on E-Procurement platform", as per the Government Orders placed on the e-procurement website.

- d) RGUKT will not accept the tenders from blacklisted companies or undependable Suppliers whose past performance with RGUKT was found poor due to delayed and/or erratic supplies and those with frequent product failures, and also against whom there have been adverse reports of Sub-Standard Quality / Poor Service of Equipment supplies, as defined in the other parts of the Bidding document.

For any clarification and further details on the above tender please contact Telephone No: 8886855562 or Contact Person during office hours.

## STATEMENT OF IMPORTANT LIMITS/VALUES RELATED TO BID

Item	Description
Work Description	Supply, Implementation & Management of MICROSOFT OFFICE 365 (Perpetual)
EMD /Bid Security	Rs.25,000/- (Rupees Twenty Five Thousand only) <b>(by way of Demand Draft or by way of Irrevocable Bank Guarantee from any Scheduled Bank.</b>
Bid Validity Period	90 days from the date of opening of commercial bid
EMD Validity Period	90 days from the date of opening of commercial bid
Variation in quantities/number of residents	$\pm 20 \%$
Period for furnishing performance Security	Within 10 days from date of receipt of award
Delivery Schedule	The items must be delivered in a single lot within 4 weeks from the date of award of contract.
Performance security value	5 % of contract value
Performance security validity period	14 months from date of commencement of services.
Period for signing the order Acceptance	Within 7 days from date of receipt of notification of award
<b>Payment terms</b>	
Payment of bill	Payment for goods and services shall be made in Indian rupees as follows.  1. 90% of the Order value will be paid after installation and commissioning 2. Balance 10% of the Order value will be paid after successful completion of training program.
Penalty for delay in supplies	For delays:- If the supplier fails to deliver any (or) all of the goods or perform the services within the time period specified in the contract the purchaser shall without prejudice to its other remedies under the contract deduct from the contract price as liquidated damages a sum equivalent to 0.5% of the contract value per a week until actual delivery or performance up to a maximum deduction of 10% of the delayed goods or services contract price. Once the maximum deduction is reached, the purchaser may consider the termination of the



	contract duly forfeiting the performance security etc.,.
Placing work order	<ul style="list-style-type: none"> <li>➤ RGUKT, Basar, will place order on identified successful bidder.</li> <li>➤ All the payments shall be made directly by RGUKT, Basar to the successful bidder as per the tender terms and conditions.</li> <li>➤ RGUKT can split the order basing on the quoted price and service track record of the firm. The decision of RGUKT is final in this regard.</li> </ul>
Transaction Fee	Transaction fee: All the participating bidders who submit the bids have to pay an amount @ 0.04% of their final bid value online with a cap of Rs. 10,000/- for quoted value of purchase up to Rs.50 crores and Rs.25000/- if the purchase value is above Rs.50 crores & service tax applicable @ 15% as levied by Govt. of India on transaction fee through online in favour of MD, APTS. The amount payable to APTS is non refundable.
Transaction Fee Payable to	The Managing Director, A.P. Technology Services Ltd., Hyderabad
Bid submission	Online through e-procurement platform i.e. <a href="http://www.eprocurement.gov.in">www.eprocurement.gov.in</a> .

## **TENDER SCHEDULE**

### **1. PREAMBLE:**

The Director, Rajiv Gandhi University of Knowledge Technologies (RGUKT), Basar, invites for Supply, Implementation & Management of MICROSOFT OFFICE 365 from the authorized **MICROSOFT** Academic Resellers through e-procurement platform (i.e. [www.eprocurement.gov.in](http://www.eprocurement.gov.in) ).

### **2. SCOPE OF WORK:**

The Scope of work would involve:

- i. Supply and installation of OFFICE 365 as follows:

<b>S.No</b>	<b>Description</b>	<b>No. of User Licenses</b>
1	OFFICE 365	100 Users Pack
2	OFFICE 365	200 Users Pack

- ii. The Vendor has to deliver the paper/e-licenses and set of software media within four weeks from the date of award of contract to the RGUKT-Basar.

### **3. INCOME TAX:**

During the course of the contract period, deduction of income tax and surcharge as in force at source shall be made at the prevailing rate of income tax department issued from time to time of the gross amount of each bill.

### **4. RATES , TAXES AND DUTIES:**

All the rates in the tender shall be inclusive of all statutory compliances like Service Tax, VAT, etc.

### **5. ELIGIBILITY CRITERIA:**

- i. Registration of the Name of the firm/company with the Registrar of firms/companies of State Government or Government of India.
- ii. The bidder should be an authorized **MICROSOFT** Academic Re-seller. He should attach the authorization certificate from the **MICROSOFT**.

**Note:** All the copies of certificates furnished along with technical bids should be attested by a Gazetted Officer. Bid documents should be signed by bidder along with their seal.

The bidders must submit all relevant documentary evidence to support their claim for eligibility in placing bid. **The tenders received without the above documents will be rejected.**

## 6. BID PRICE:

- i. The price should be quoted in Indian Rupees with delivery at RGUKT-Basar, failing which the bid would be rejected. The price shall be written both in figures & words in the prescribed offer form.
- ii. The rates quoted by the bidder shall be fixed for the duration of the contract period and shall not be subject to adjustment on any account. But, any benefit arising out of any subsequent reduction in the prices due to reduction in duty & taxes after the prices are fixed and before the delivery should be passed on to the Purchaser (i.e. RGUKT).
- iii. Any variation arises between unit price and the corresponding quoted total cost then the unit rate will prevail for calculating the total cost.
- iv. If there is a discrepancy between amount in words and figures, the amount in the words will prevail.
- v. Incomplete and/or conditional bids shall be liable to rejection. Prices should be quoted as per the format of price bid.

## 7. DELIVERY SCHEDULE:

- i. The Vendor has to provide license copy and set of software media.
- ii. The vendor has to deliver the media copy to the RGUKT-Basar.
- iii. The delivery period is 4 (Four) Weeks from the date of award of contract.
- iv. In the event of delayed delivery i.e. delivery after the expiry of the delivery period as specified Para 4(iii) herein above, the vendor shall be liable to pay a penalty at a percentage of the value of the undelivered software license subject to a maximum of 10% as detailed below:

**Note:** If any items or part of items not delivered as per the purchase order during the stipulated time penalty will be calculated on all items pertaining to that location.

@ 0.5% for One week

@1% for Two weeks

@1.5% for Three weeks

if delay continues beyond 4 weeks, then the contract is liable to be cancelled.

- v. The delivery not be deemed to be complete until and unless the ordered products are checked and accepted by the RGUKT as per the order and specifications.
- vi. After the delivery is made, if it is discovered that the licenses supplied are not according to our requirement, such supply would be rejected at the supplier's cost.

#### **8. PAYMENT TERMS:**

- i. 90% payment would be released after installation and balance 10% payment would be released after completion of training program. Payment shall be released through RTGS/NEFT/Cheque within 45 days on delivery of items & on receipt of the following details:
  - a. Original invoice duly signed by the authorized signatory.
  - b. Item acceptance certificate duly signed and sealed from authorized representative of RGUKT.
  - c. PAN card, Bank Account details, Bank Address & RTGS details of the agency are to be forwarded along with the invoice.

#### **9. EARNEST MONEY DEPOSIT / BID SECURITY:**

- i. The bid should be accompanied by Earnest Money Deposit (EMD) of **Rs.25,000/-** by way of crossed Demand Draft drawn from any Nationalized or scheduled Bank in favor of "Director, RGUKT" payable at Basar.
- ii. The EMD shall not carry any interest.  
Tenders received without EMDs (which should be in Cover 'A') will be summarily rejected.

**Forfeiture of the EMD:** the forfeiture of EMD will be made in the following events:

- i. The bidder qualifies as L1 and backs out of the L1 quotes/tender specification/ tender terms & conditions.
- ii. The bidder signs the agreement and furnishes the Security Deposit but backs out of his tender bid.
- iii. The bidder withdraws his tender after acceptance.

- iv. The bidder withdraws his tender before expiry of the validity period of the tender.
- v. The bidder violates any provisions of the terms and conditions of this tender specifications.

#### **REFUND OF EMD:**

- vi. In case of unsuccessful bidder, the EMD will be returned to them after finalization of the L1 vendor.
- vii. The EMD will be returned to the L1 bidder, only after signing of the contract and submission of Security Deposit, completion of formality etc. in all respects to the satisfaction of the RGUKT.

#### **10. PERFORMANCE SECURITY DEPOSIT:**

- i. The successful bidder has to deposit 5% of the total contract value as performance security deposit in the form of Bank Guarantee from any nationalized bank.
- ii. The Performance Security Deposit / Bank Guarantee of successful Bidder will be retained for the period of contract in force and will be returned after expiry of the contract period, after deducting the outstanding liabilities if any.
- iii. The Performance Security Deposit / Bank Guarantee shall not carry any interest.

#### **11. GUARANTEE:**

- i. The **OFFICE 365** Licenses being supplied to RGUKT are licensed and legally obtained.
- ii. The vendor shall provide a Certificate of Guarantee guaranteeing the Purchaser-Company of the satisfactory operation of the **OFFICE 365** Licenses given by the vendor.

#### **12. ROYALTIES AND PATENTS:**

Any royalties or patents or the charges for the use or infringement thereof that may be involved in the contract shall be included in the price. Bidder shall protect RGUKT against any claims thereof.

- 13. The RGUKT shall have the right to relax or waive or alter any of the provisions of the tender document.

14. If the bidder wishes to depart from the Technical specifications in any respect he shall draw the attention to such points of departure explaining fully the reasons thereof and furnish separately adopting the form as per ANNEXURE-III. Unless this is done, the requirements of the Technical specification will be deemed to have been accepted in every respect. The Company reserves the right to accept/reject any or all of the deviations shown by the bidder.

## 15. INSTRUCTIONS TO BIDDERS

- i. Tenders with over writings, alterations etc., will not be admitted unless they are attested by the bidder. Where there is a discrepancy between the amount (Rupees) in figures and words, the price, which is least of the two, will prevail.
- ii. Bid should be strictly in conformity with the Terms and Conditions mentioned in the tender schedule.
- iii. Bidders are expected to examine all the terms and instructions mentioned in the tender schedule and prepare their proposals accordingly. Failure to provide all requisite information will be at the bidders' own risk and may result in the rejection of the tender.
- iv. All assertions made in connection with the tender are to be supported/substantiated by relevant documents. The Director, RGUKT, Basar reserves the right to verify the credentials of the bidder as per the eligibility criteria.
- v. The Director, RGUKT, Basar will notify the bidder whose tender has been accepted.
- vi. The successful bidder shall execute an agreement with RGUKT on Non-judicial stamp paper worth Rs.100/- agreeing to all the conditions of the contract within one week upon intimation of acceptance of Tender. The successful bidder has to submit performance security guarantee after taking Letter of Intent but before having contract agreement. Failure on enter into an agreement within the stipulated time will result in forfeiture of the EMD.

**The Director, RGUKT, Basar reserves the right to issue instructions / modifications at any point of time before award of contract.**

## 16. METHOD OF SUBMISSION:

Bids shall be submitted online on [www.eprocurement.gov.in](http://www.eprocurement.gov.in) Platform.

- i. The participating bidders in the tender should register themselves free of cost on e-procurement platform in the website [www.eprocurement.gov.in](http://www.eprocurement.gov.in)
- ii. Bidders can log-in to e-procurement platform in Secure mode only by signing with the Digital certificates.
- iii. The bidders who are desirous of participating in e- procurement shall submit their technical bids, price bids as per the standard formats available at the e-market place.
- iv. The bidders shall sign on all the statements, documents certificates uploaded by them, owning responsibility for their correctness/authenticity.
- v. The bidders should scan and upload the respective documents in Technical Documentation as per the check list.
- vi. After uploading the documents, the copies of the uploaded technical bid documents and original Demand Drafts in respect of Bid Security and Bid document fee are to be submitted by the bidder to the "The Director, RGUKT, Basar, Nirmal District-504107", by **04:00PM on 10.07.2017. (No physical submission of price bid will be entertained)**
- vii. Failure to furnish any of the uploaded documents, certificates, will entitled in rejection of the bid. The RGUKT shall not hold any risk on account of postal delay. Similarly, if any of the certificates, documents, etc., furnished by the Bidder are found to be false / fabricated / bogus, the bidder will be disqualified, blacklisted, action will be initiated as deemed fit and the Bid Security will be forfeited.
- viii. RGUKT will not hold any risk and responsibility regulating non-visibility of the scanned and uploaded documents.
- ix. The Documents that are uploaded online on e-market place will only be considered for Bid Evaluation.
- x. Important Notice to Contractors, Suppliers and Department users (i) In the endeavor to bring total automation of processes in e-Procurement, the Govt. has issued orders vide G.O.Ms.No. 13 dated. 5.7.2006 permitting integration of electronic Payment Gateway of ICICI/HDFC/Axis Banks with e-Procurement platform, which provides a facility to participating suppliers / contractors to electronically pay the transaction fee online using their credit cards.

**In case of consortium either the prime bidder or the consortium partner can purchase the bid document. The bid can be filed either with user ID of prime bidder or consortium partner.**

- xi. The rates should be quoted online only.

## **17. EVALUATION PROCEDURE:**

- i. The Technical Bids will be opened by the Director, RGUKT, Basar or his authorized representative in the presence of the bidders or their authorized representative who may be present at that time.
- ii. The tenders will be evaluated so as to ascertain the capability of the bidders to provide the material within the period mentioned above and also to assess whether the bidder satisfies the eligibility criteria as detailed in Clause 3 above.
- iii. The rejection of the bidder on technical grounds will be based on the failure to meet eligibility requirements.
- iv. Price Bids of only those bidders, who have fulfilled the eligibility criteria specified, will be opened. The Price Bid of the bidder who does not fulfill the eligibility criteria will not be opened and their tender stands rejected.
- v. Any claims or disputes raised by the unsuccessful bidders in respect of selection process and non-allotment of award will have no legal validity and will not be enforceable against the RGUKT. No further correspondence will be entertained regarding the disqualification.
- vi. The Director, RGUKT, Basar, reserves the right to accept or reject any / or all the tenders without assigning any reasons whatsoever. The Director, RGUKT, Basar, also reserves the right to cancel the selection process for award of the contract at any time. The decision of the Director, RGUKT, Basar is final and binding.

## **18. FORCE MAJEURE:**

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



**19. ARBITRATION:**

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

- i. The Construction or interpretation of the terms and conditions
- ii. The respective rights and liabilities of the parties hereto there under
- iii. Any matter or thing out of or in relation to or in connection with these terms and conditions then either party shall give notice to the other of the same and such dispute or difference shall be and hereby referred to the arbitration of such person as the Director, RGUKT, Basar, may nominate and the decision of such Arbitrator shall be conclusive and binding on the parties hereto. The provisions of Arbitration and Conciliation Act 1996 shall apply.

**20. DISPUTES:**

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during or after completion of contract will be settled amicably (by negotiations) and the RGUKT's decision shall be final on all such matters and shall be binding on the Bidder.

**21. DISCLAIMER:**

- i. Neither RGUKT nor its employees make any representation or warranty as to the accuracy, reliability or completeness of the information in this tender schedule and it is not possible for the RGUKT to consider the investment objective, financial situation and particular needs of each party who reads or uses the Tender Schedule. Certain prospective Bidders may have a better knowledge of the scope of work than others. Each prospective Bidder should conduct his or her own investigations and analysis and check the accuracy, reliability and completeness of the information in the Tender schedule and obtain independent advice from appropriate sources.
- ii. Director, RGUKT, Basar, reserves the right to reject any or all the Bids submitted in response to this request for Proposal at any stage without assigning any reasons whatsoever.
- iii. Director, RGUKT, Basar, reserves the right to change any or all of the provisions of this Request for Proposal.

**22. REJECTION OF TENDERS:**

- i. The Director, RGUKT, Basar, reserves the right to cancel the tender process and reject all tenders at any time prior to the award of contract without thereby incurring any liability as against the affected bidder or any obligations to inform the affected bidder of the grounds of acceptance or rejection.
  - ii. No bidder is entitled to withdraw his or her offer after submission. In case of such withdrawal, the EMD deposited along with the tender schedule shall stand forfeited.
23. For breach of any of the conditions prescribed in the tender or as specified by the RGUKT from time to time, the EMD is liable to be forfeited. Decision of the Director, RGUKT, Basar in this regard is final and binding on bidder.

## TECHNICAL BID

## ANNEXURE-I

### 1. ELEGIBILITY CRITERIA:

S.No.	Description	Complied / Not ?
1	Registration of the Name of the Firm/company with the Registrar of Firms/Companies of State Government or Government of India.	
2	The bidder should be a Sole authorized <b>MICROSOFT</b> Academic Re-seller.	
3	The bidder should not have been black-listed by any Government/Department. A certificate on company letterhead, stating that the bidder hasn't been blacklisted by any institution/organization/society/company of the Central/State Government Ministry/department, or its public sector organizations with company stamp and signed by authorized signatory should also be submitted.	

### 2. Technical Specification:

S.No	Description	Complied / Not ?
1	Cloud Based Product and Services of MICROSOFT OFFICE 365	

(on the official letterhead of Firm)

**Financial Bid**

**ANNEXURE-II**

Please quote amounts in numerals and words :

S.No	Description	No. of User Licenses	Unit Price	Taxes & Duties	Unit Price with Taxes & Duties	Total Price
1	Build and Pilot Phase	NA				
2	Project Completion	NA				
3	Monthly Managed Services per License from MICROSOFT					

In figures: Rs. \_\_\_\_\_/-

In words: Rupees \_\_\_\_\_ only.

**Note:**

- 1) The bidder has to mention the percentage of taxes and duties.
- 2) The bidders have to strictly follow the formats available without any change in *Particulars & Format Nos.*
- 3) The prices should be inclusive of all taxes, central excise duty, standard packing, freight, transit, insurance, loading and unloading charges including Service Tax, Cess, etc. for each of the items quoted.

(Signature of Bidder along with stamp)

## **DEVIATIONS FORMAT**

### **ANNEXURE-III**

Please quote amounts in numerals and words:

<b>S.No.</b>	<b>Pg. No.</b>	<b>Clause (Tender Ref.)</b>	<b>Description in the Tender (Ref.)</b>	<b>Deviation Details</b>	<b>Reasons for deviation</b>
1					

(Signature of Bidder along with stamp)

Ref. No. RGUKT/Proc/Labs/OFFICE 365/T08/2017, dt.23.06.2017

### PERFORMANCE SECURITY FORM

( To be issued by any Scheduled in India and having at least one branch in Basar)

To  
The Director,  
Rajiv Gandhi University of Knowledge Technologies,  
Basar, Nirmal District,  
Telangana-504107.

WHEREAS..... (Name of Vendor) hereinafter called "the Vendor" has undertaken, in pursuance of

Contract No.....Dated,.....(Date), to supply.....called "the Contract" AND WHEREAS it has been stipulated by you in the said Contract, that the Vendor shall furnish you with a Bank guarantee by a recognized bank for the sum specified therein as security for compliance with the supplier's performance Obligations in accordance with the Contract.

WHEREAS we have agreed to give the Vendor a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Vendor, up to a total of Rs.....and we undertake to pay you, upon your first written demand declaring the Vendor to be in default under Rs..... (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 the .....day of ..... (Date)

Place:

Signature of Guarantors

Date:

and Seal.

## SUPPLY AGREEMENT FORM

**Tender Ref :** RGUKT/Proc/Labs/OFFICE 365/T08/2017, dt.23.06.2017

**Tender Subject:** Supply, Implementation & Management of MICROSOFT OFFICE 365 Licenses to RGUKT.

THIS AGREEMENT made the ..... day of..... (Month) (Year). Between the Rajiv Gandhi University of Knowledge Technologies, Basar (hereinafter "the RGUKT") the first party

**AND**

..... (Name of Vendor) of..... (City and Country of Vendor) (Hereinafter "the Vendor") of the second party:

This agreement of the two parties read as follows:

WHEREAS the RGUKT called for tenders from various companies for Supply, Implementation & Management of MICROSOFT OFFICE 365 Licenses as follows:

S.No	Description	No. of Licenses
1	Supply, Implementation & Management of MICROSOFT OFFICE 365	

WHEREAS the vendor has submitted the quotations, which was accepted by the RGUKT after discussions; and

WHEREAS the RGUKT is desirous of placing the purchase order for supply of the above Software (latest version); and

WHEREAS the vendor had agreed to effect the above supplies, as per the terms and conditions mentioned herein below:

WHEREAS The vendor has submitted Bank Guarantee vide BG No: \_\_\_\_\_ Dt.\_\_\_\_\_, issued by \_\_\_\_\_(Name of the Bank & Branch), , which is valid up to \_\_\_\_\_. The vendor was issued the **Purchase order No RGUKT/Proc/Labs/OFFICE 365/T08/2017, Dt. \_\_\_\_\_**, subject to the following terms and conditions and the schedules I, II and III appended.

### TERMS AND CONDITIONS:

1. Tender Offer & Period of Agreement:

- 1.1. The OFFICE 365 Licenses are purchased, delivered to the RGUKT, Basar.
- 1.2. This agreement is valid for this lot of order(s) only and till expiry of warranty period/installation of the last license under this lot. However, the period of agreement may be extended by mutual consent.

## 2. PRICE:

The order value is as follows:

S.No	Description	No. of User Licenses	Unit Price	Taxes & Duties	Unit Price with Taxes & Duties	Total Price
1	Build and Pilot Phase	NA				
2	Project Completion	NA				
3	Monthly Managed Services per License from MICROSOFT					

- 2.1. The above prices are inclusive of all applicable taxes (VAT/Service Tax), octroi and for life time validity.
- 2.2. The price quoted shall be all inclusive of ex-factory price, packing, forwarding, freight
- 2.3. The rates quoted by the bidder shall be fixed for the duration of the contract period and shall not be subject to adjustment on any account. But, any benefit arising out of any subsequent reduction in the prices due to reduction in duty & taxes after the prices are fixed and before the delivery should be passed on to the Purchaser (i.e. RGUKT).

## 3. DELIVERY SCHEDULE:

- 3.1. The Vendor has to provide license copy and set of software media.
- 3.2. The vendor has to deliver the media copy to the RGUKT-Basar.
- 3.3. The delivery period is 4 (Four) Weeks from the date of award of Contract.
- 3.4. In the event of delayed delivery i.e. delivery after the expiry of the delivery period as specified Para 4(iii) herein above, the vendor shall be liable to pay a penalty at a percentage of the value of the undelivered software license subject to a maximum of 10% as detailed below:

**Note:** If any items or part of items not delivered as per the purchase order during the stipulated time penalty will be calculated on all items pertaining to that location.

@ 0.5% for the One week



@1% for Two weeks

@1.5% for Three weeks

if delay continues beyond 4 weeks, then the contract is liable to be cancelled. The delivery not be deemed to be complete until and unless the ordered products are checked and accepted by the RGUKT as per the order and specifications. No installation required for the above products.

- 3.5. After the delivery is made, if it is discovered that the licenses supplied are not according to our requirement, such supply would be rejected at the supplier's cost.

#### **4. PAYMENT TERMS:**

- 4.1. 90% payment would be released after installation and balance 10% payment would be released after successful completion of training program. Payment shall be made through RTGS/NEFT/Cheque within 30 days on delivery of items & on receipt of the following details:
- 4.1.1. Original invoice duly signed by the authorized signatory.
  - 4.1.2. Item acceptance certificate duly signed and sealed from authorized representative of RGUKT.
  - 4.1.3. PAN card, Bank Account details, Bank Address & RTGS details of the agency are to be forwarded along with the invoice.

#### **5. GUARANTEE:**

- 5.1. The **OFFICE 365** Licenses being supplied to RGUKT are licensed and legally obtained.
- 5.2. The vendor shall provide a Certificate of Guarantee guaranteeing the Purchaser-Company of the satisfactory operation of the **OFFICE 365** Licenses given by the vendor.

#### **6. ROYALTIES AND PATENTS:**

Any royalties or patents or the charges for the use or infringement thereof that may be involved in the contract shall be included in the price. Bidder shall protect RGUKT against any claims thereof.

#### **7. FORCE MAJEURE:**

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

## 8. **ARBITRATION:**

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

- 8.1. The Construction or interpretation of the terms and conditions
- 8.2. The respective rights and liabilities of the parties hereto there under
- 8.3. Any matter or thing out of or in relation to or in connection with these terms and conditions then either party shall give notice to the other of the same and such dispute or difference shall be and hereby referred to the arbitration of such person as the Director, RGUKT, Basar, may nominate and the decision of such Arbitrator shall be conclusive and binding on the parties hereto. The provisions of Arbitration and Conciliation Act 1996 shall apply.

## 9. **DISPUTES:**

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during or after completion of contract will be settled amicably (by negotiations) and the RGUKT's decision shall be final on all such matters and shall be binding on the Bidder.

**IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year above written.**

Signed, and delivered by

Signed, and delivered by

Second Party

First Party

for \_\_\_\_\_  
(Name of the Vendor)

For Rajiv Gandhi University of Knowledge  
Technologies, Basar

Vendor's common seal:

Place: Basar

Date: \_\_\_\_\_

RGUKT common seal:

Place: Basar

Date: \_\_\_\_\_

IN THE PRESENCE OF

1) \_\_\_\_\_

2) \_\_\_\_\_

IN THE PRESENCE OF

1) \_\_\_\_\_

2) \_\_\_\_\_

## Bid letter form

IN FINANCIAL BID

From:

(Registered name and address of the bidder)

To

Rajiv Gandhi University of Knowledge Technologies,  
Basar, Nirmal District,  
Telangana-504107.

Sir,

Having examined the bidding documents and amendments there on, we the undersigned, offer to supply of OFFICE 365 licenses as the case may be, in conformity with the terms and conditions of the bidding document and amendments thereon in response to your tender call dated.....

We undertake to provide the above mentioned services, as assigned to us in conformity with the said bidding documents, for an estimated sum of Rs ..... (Total bid amount in words and figures) which may vary in accordance with the schedule of prices attached herewith and coverage options made by RGUKT or its user organization.

If our bid is accepted, we undertake to:

- a. Supply of OFFICE 365 licenses according to the time schedule specified in the bid document,
- b. Obtain the performance guarantee from a Nationalized bank in accordance with bid requirements for the due performance of the contract,
- c. Agree to abide by the bid conditions, which remain binding upon us during the entire bid validity period and bid, may be accepted any time before the expiration of that period.
- d. We understand that you are not bound to accept the lowest or any bid you may receive, nor to give any reason for the rejection of any bid, and that you will not defray any expenses incurred by us in bidding.

Place:

Bidder's Signature

Date:

Seal.

## Bidder Information

(IN TECHNICAL BID)

1	Name of the organization	
2	Year of establishment	
3	Registered Office Address	
4	Name & Designation of Authorized person	
5	Phone No.	
6	Fax No.	
7	Email	
8	<b>Bank Details of the Agency</b>	
	Bank Name	
	Bank Address	
	Bank Account Number	
	IFSC Code	
9	PAN No.	
10	TIN No.	
11	Total No. of branch offices in Telangana	
12	Details of EMD furnished	
13	Details of certificates enclosed.	

## CHECK LIST

### IMPORTANT:

The Bidder must ensure that the following details in the check list are furnished along with the bid document. The bidder must also carefully go through all the contents of the BID Document and any additional information/documents, required more than the items listed in the check list below, also shall have to be furnished. Non-furnishing of any required information/document as per the Tender Document will lead to rejection of the bid.

S.No	Particulars	Name of the file uploaded	Page Number
1	Bidder Information Sheet		
2	Tender Processing Fee of Rs.5000/- by way of DD from any nationalized Bank		
3	EMD (DD/BG) from any Scheduled Bank.		
4	Copy of Registration Certificate		
5	<b>OFFICE 365</b> Authorization Letters		
6	Non-block list declaration		
7	List of Present clientele with addresses & Phone numbers		
8	All other information/documents that are required in the bid document		

**NOTE: All pages of the bid documents must be serially numbered and signed.**