



Central University of Gujarat, Gandhinagar

Tender Document for Supply, Implementation & Management of Cloud based Product and Services of MICROSOFT OFFICE 365 Suite(Perpetual)

Tender No.: CUG/31/2018-19 Dated: 26/02/2019

**Central University of Gujarat
Near Jalaram Mandir, Sector-29,
Gandhinagar – 382 030
Tel: 079-23977409 Email: registrar@cug.ac.in**

CONTENTS

S.No.	Description	Page No.
1.	Time Schedule	4
2.	Tender Form	5
3.	Statement of important limits and values of bid	6
4.	Tender Schedule	7
5.	Integrity Pact	14
6.	Technical Bid	21
7.	Financial Bid	22
8.	Deviations Format	23
9.	Performance Security Form	24
10.	Supply Agreement Form	25
11.	Bid letter form	29
12.	Bidder Information Sheet	30
13.	Check List	31

**Time schedule of various tender related events Supply,
Implementation & Management of MICROSOFT OFFICE 365
(Perpetual)**

Tender No.	CUG/31/2018-19
Tender Uploading Date	26/02/2019
Tender fee (Non Refundable)	1000/-
Last Date and Time for receipt of Tender	20/03/2019
Time and Date for Opening of Technical Bid	22/03/2019
Tender Fee (non-refundable)	1000/-
EMD (refundable but non-interest bearing)	50,000/-
Contact person	Prof. Manish, Chairperson, ICT Department manish@cug.ac.in

The Tender document and details of terms and conditions can be downloaded from our website www.cug.ac.in or <https://eprocure.gov.in/epublish/app>

The bid proposals are to be sent in **three separate** sealed envelopes (i) **Technical Bid** (ii) **Financial/ Price Bid** (iii) **Tender Fee and EMD** and **these three envelopes are required to be kept in one sealed envelope duly super scribed with Tender Reference No. and Tender Notice detail as appended hereunder:**

<p>TENDER FOR Implementation & Management of MICROSOFT OFFICE 365 (Perpetual) Central University of Gujarat, Gandhinagar. TENDER NO. CUG/31/2018-19 DATE: 26/02/2019 LAST DATE FOR SUBMISSION: 20/03/2019 upto 03:00 PM. hrs.</p>	<p>The Registrar, Central University of Gujarat, Gandhinagar. Near Jalaram Mandir, Sector-29, Gandhinagar – 380 030.</p>
<p>From: M/s -----</p> <p>Contact No: -----</p> <p>E-mail ID: -----</p>	

TENDER FORM

Not transferable

Subject: Tender for Supply, Implementation & Management of MICROSOFT OFFICE 365 (Perpetual) to the Central University of Gujarat, Gandhinagar – Reg..

Sir/Madam,

1. Bids are invited on the e-publishing platform from the Authorized MICROSOFT Academic Resellers for Supply, Implementation & Management of MICROSOFT OFFICE 365 to Central University of Gujarat, Gandhinagar. The details of bidding conditions and other terms can be downloaded from our website i.e. www.cug.ac.in or <https://eprocure.gov.in/epublish/app>
2. 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 The Registrar, Central University of Gujarat, Gandhinagar by 20/03/2019. The Central University of Gujarat will consider only the bids submitted through on-line over the copies of the paper based bids.
3. The participating bidder/s will have to pay non-refundable tender fee Rs.1000/- in the form of Demand Draft drawn from any Nationalized Bank, in favour of The Registrar, Central University of Gujarat payable at Gandhinagar.
4. 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 Registrar, Central University of Gujarat payable at Gandhinagar.
5. CUG will not accept the tenders from blacklisted companies or undependable Suppliers whose past performance with CUG 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: 079-23977409 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.50,000/- (by way of Demand Draft or by way of Irrevocable Bank Guarantee from any Scheduled Bank.
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
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	10 % of contract value
Performance security validity period	Months from date of commencement of services
Period for signing the order Acceptance	Within 7 days from date of receipt of notification of award
Payment of bill	Payment for goods and services shall be made in Indian rupees as follows. <ol style="list-style-type: none"> 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	CUG will place order on identified successful bidder. All the payments shall be made directly by CUG to the successful bidder as per the tender terms and conditions. CUG can split the order basing on the quoted price and service track record of the firm. The decision of CUG is final in this regard.

TENDER SCHEDULE

1. PREAMBLE:

The Registrar, Central University of Gujarat, Gandhinagar, invites for Supply, Implementation & Management of MICROSOFT OFFICE 365 from the authorized MICROSOFT Academic Resellers through e-publishing platform.

2. SCOPE OF WORK:

The Scope of work would involve:

I. Supply and installation of OFFICE 365 as follows:

S.No.	Description	No of User Licenses
1.	Office 365	300 Users Packs

Note :- The Microsoft Office 365 Licenses would be required initially for a period of one year, extendable for another two years with mutual consent and subject to satisfactory compliance of terms and conditions of the contract.

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 CUG, Gandhinagar.

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 GST.

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 CUG, Gandhinagar 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 GST after the prices are fixed and before the delivery should be passed on to the Purchaser (i.e. CUG).
- 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 CUG-Gandhinagar.
- 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 CUG 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 CUG.
9. PAN card, Bank Account details, Bank Address & RTGS details of the agency are to be forwarded along with the invoice. **EARNEST MONEY DEPOSIT / BID SECURITY:**
 - i. The bid should be accompanied by Earnest Money Deposit (EMD) of Rs.50,000/- by way of crossed Demand Draft drawn from any Nationalized or scheduled Bank in favor of “The Registrar, Central University of Gujarat” payable at Gandhinagar/Ahmedabad.
 - 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 CUG.

10. PERFORMANCE SECURITY DEPOSIT:

- i. The successful bidder has to deposit 10% 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 CUG 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 CUG against any claims thereof.

13. The CUG 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 Registrar, CUG, Gandhinagar reserves the right to verify the credentials of the bidder as per the eligibility criteria.
- v. The Registrar, CUG, Gandhinagar will notify the bidder whose tender has been accepted.
- vi. The successful bidder shall execute an agreement with CUG 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 Registrar, CUG, Gandhinagar reserves the right to issue instructions / modifications at any point of time before award of contract.

16. METHOD OF SUBMISSION:

1. The offer **MUST BE ENCLOSED IN A SEALED COVER** super scribing Tender Number / due date & should reach the undersigned on or before due time and date mentioned in the tender notice. If the tender cover is not sealed, it will be rejected.
2. Before the deadline for submission of the bid, The University reserves the right to modify the bidding document and to extend or not to extend the date of submission. Such amendment/modification will be notified to bidders receiving the bidding document in writing or by cable/fax/ email and will also be hosted on the University website.
3. Conditional Tenders will be summarily rejected.
4. A bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice signed by the authorized signatory before the date of submission of the bid. Any re-submission or modification in the bid should be submitted before the date & time of submission of bid as originally conveyed in the invitation of bid.
5. No bid may be withdrawn, substituted or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form or any extension thereof.
6. The leaflets/catalogue and standard technical literature etc. of the technical features of the offered equipments must be submitted for proper evaluation.
The **AMC** charges should be filled in commercial bid only.
7. **Technical Bid:** Technical bid consists of the entire tender documents including specifications and brochure of the manufacturing company if any, excluding the (1) Price bid and (2) (i) Tender schedule cost and (2) (ii) EMD.
8. **PRICE BID MUST BE SUBMITTED IN ENCLOSED PRICE BID FORMAT ONLY.**
9. Tender should be submitted/draft **in the Tender Box in the office of the Registrar, Central University of Gujarat, Gandhinagar.** No tender is to be handed over to our staff personally unless otherwise specified. All communications are to be addressed to the undersigned only. In case due date happens to be holiday the tender will be accepted and opened on the next working day.
10. **Indian Agent should submit the certificate from the Foreign Principal that they are the Authorized & Registered Indian Agent.** Otherwise submit dealership certificate of the offered product.
11. **Agency commission, if any, will not be paid by the University.**
12. **Optional items, if any, should be quoted in separate sheet otherwise your quote will be rejected.**

17. EVALUATION PROCEDURE:

- i. The Technical Bids will be opened by The Registrar, CUG, Gandhinagar 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 CUG. No further correspondence will be entertained regarding the disqualification.
- vi. The Registrar, CUG, Gandhinagar, reserves the right to accept or reject any / or all the tenders without assigning any reasons whatsoever. vi. The Registrar, CUG, Gandhinagar, also reserves the right to cancel the selection process for award of the contract at any time. The decision of the The Registrar, CUG, Gandhinagar 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 Registrar, CUG, Gandhinagar 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 CUG decision shall be final on all such matters and shall be binding on the Bidder.

21. DISCLAIMER:

- i. Neither CUG 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 CUG 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. The Registrar, CUG, Gandhinagar, 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. The Registrar, CUG, Gandhinagar, reserves the right to change any or all of the provisions of this Request for Proposal.

22. REJECTION OF TENDERS:

- i. The Registrar, CUG, Gandhinagar, 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 CUG from time to time, the EMD is liable to be forfeited. Decision of the Registrar, CUG, Gandhinagar in this regard is final and binding on bidder.

(To be printed on Supplier's letterhead)

INTEGRITY PACT

General

This pre-bid pre-contract Agreement herein after called the Integrity Pact is made on day of the month of, between, on one hand, the President of India acting through Registrar, Central University of Gujarat, Gandhinagar hereinafter called the “BUYER” of the first part and M/s.....represented by Shri, Director /Chief Executive Officer/ General Manager hereinafter called the “BIDDER/Seller” of the second part.

WHEREAS the BUYER proposes to procure Services of MICROSOFT OFFICE 365 Suite(Perpetual) and the BIDDER/Seller is willing to offer/has offered the stores and WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is an Autonomous Body/Department of the Government of India performing its functions on behalf of the President of India.

NOW, THEREFORE, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to enabling the BUYER to obtain the desired said stores / equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS
- 1.3 All the officials of the Buyer will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official (s) is reported by the BIDDER to the BUYER, with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS:

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, consideration, gift, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.
 - 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 3.4 BIDDERS shall disclose the payments to be made by them to agents / brokers or any other intermediary, in connection with this bid/contract.
 - 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/ authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER, or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
 - 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term relative for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money Deposit

- 5.1 While submitting bid, the BIDDER shall deposit an amount mentioned in tender document as Earnest Money, with the University through any one of the following instruments:
 - (i) Fixed Deposit Receipt
 - (ii) Banker's Cheque
 - (iii) A confirmed Bank Guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the University shall be treated as conclusive proof of payment.
- 5.2 The Earnest Money is normally to remain valid for a period of 90 (ninety) days beyond the date prescribed for the receipt of the tender.

- 5.3 No interest shall be payable by the BUYER to the BIDDER on Earnest Money for the period of its currency.
- 5.4 In case of successful BIDDER, EMD will be returned within 30 days from the date of submission of Performance Bank Guarantee.

6. SECURITY DEPOSIT /PERFORMANCE GUARANTEE:

- 6.1 Performance Bank Guarantee is mandatory.
- 6.2 Successful tenderer/ bidder should submit performance guarantee as prescribed above to be received in the office of Registrar, Central University of Gujarat, Gandhinagar on or before 30 days from the date of issue of order acknowledgement. The performance bank guarantee to be furnished in the form of Bank Guarantee as per of the tender documents, for an amount covering 10% of the purchase order value.
- 6.3 The Performance Bank Guarantee should be established in favour of “**Registrar, Central University of Gujarat, Gandhinagar**” through any Bank situated at Gandhinagar or outstation with a clause to be enforced the same on their local branch at Gandhinagar.
- 6.4 Performance Bank Guarantee shall be for the due and faithful performance of the contract and shall remain binding, notwithstanding such variations, alterations for extensions of time as may be made, given, conceded or agreed to between the successful tenderer and the purchaser under the terms and conditions of acceptance to tender.
- 6.5 The successful tenderer is entirely responsible for due performance of the contract in all respects according to the speed, intent and meaning of the terms and conditions and specification and all other documents referred to in the acceptance of tender.
- 6.6 The performance bank guarantee shall be kept valid during the entire period of the contract and shall continue to be enforceable for a period of 90 days beyond the date of fulfilment of all contractual obligations including warranty period.

7. Sanctions for Violations

- 7.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:
- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bank Guarantee (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - iii) To immediately cancel the contract, if already signed without giving any compensation to the BIDDER.
 - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- (v) To encash the advance bank guarantee and performance guarantee/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - (vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of two years, which may be further extended at the discretion of the BUYER.
 - (viii) To recover all sums paid in violation of this pact by the BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
 - (x) Forfeiture of Performance Bank Guarantee in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 7.2 The BUYER will be entitled to take all or any of the actions mentioned at para 7.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 7.3 The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent monitor(s) appointed for the purposes of this pact.
8. **Fall Clause**
- 8.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/ Department of the Government of India or PSU or autonomous body and if it is found at any stage that similar product/system or subsystem was supplied by the BIDDER to any other Ministry/Department of the Government of India or PSU or autonomous body at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.
9. **Independent monitors**
- 9.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this pact in consultation with the Central Vigilance Commission (Chief Vigilance Officer, Central University of Gujarat, Gandhinagar).
- 9.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- 9.3 The Monitor shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.
- 9.4 Both the parties accept that the Monitor have the right to access all the documents relating to the project/procurement, including minutes of the meetings.

- 9.5 As soon as the Monitor notices, or believes to notice, a violation of this pact, he will so inform the Authority designated by the BUYER.
- 9.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 9.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 9.8 The Monitor will submit a written report to the designated Authority of BUYER/ Secretary in the Department within 08 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

10. **Facilitation of Investigation**

In case of any allegation of violation of any provisions of this pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information & documents in English and shall extend all possible help for the purpose of such examination.

11. **Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and Jurisdiction is Gandhinagar, Gujarat.

12. **Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

13. **Validity**

- 13.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 13.2 Should one or several provisions of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact.

BUYER

BIDDER

Registrar, Central University of Gujarat,
Gandhinagar

Date & Place:

Witness

1. _____

(Indenter)

2. _____

Signature with seal

Date & Place:

Witness

1. _____

2. _____

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 MICROSOFT Academic Re-seller.	
3.	The bidder should not have been lack-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.	

4. Technical Specification:

S.No.	Description of Product	Part No.	Complied/ Not ?
1.	Cloud Based Product and Services of MICROSOFT OFFICE 365		
2.	Office365 PlanA3OpenFaculty ShrdSvr ALNG SubsVL OLV E 1Mth Acdmc AP	5FV-00001	
3.	WinIntuneOpen ShrdSvr ALNG SubsVL OLV 1Mth Acdmc AP Fclty	3LN-00001	
4.	WinEntfor SA ALNG UpgrdSAPk OLV E 1Y Acdmc Platform	CW2-00003	
5.	WinSvrCAL ALNG LicSAPk OLV E 1 Y Acdmc Ent UsrCAL	R18-03499	
6.	DesktpEdu ALNG LicSAPk OLV E 1Y Acdmc Ent	2UJ-00011	

(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	GST %	Unit Price with GST & Duties	Total Price
1.	Build and Pilot Phase	300				
2.	Project Completion					
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 GST.
- 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 charges and GST for each of the items quoted.

(Signature of Bidder along with stamp)

DEVIATIONS FORMAT

ANNEXURE-III

Please quote amounts in numerals and words:

S.No	Pg.No.	Clause (Tender Ref.)	Description in the Tender (Ref.)	Deviation Details	Reasons for Deviation
1					

(Signature of Bidder along with stamp)

PERFORMANCE SECURITY FORM

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

To
The Registrar
Central University of Gujarat,
Gandhinagar -382030

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 theday of (Date)

Place:

Signature of Guarantors and Seal

Date:

SUPPLY AGREEMENT FORM

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

THIS AGREEMENT made the day of..... (Month) (Year). Between the Central University of Gujarat, Gandhinagar (hereinafter "the CUG" 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 CUG called for tenders from various companies for Supply, Implementation & Management of MICROSOFT OFFICE 365 Licenses as follows:

S.No.	Description	No. Of Licenses
	Supply, Implementation & Management of	

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

WHEREAS the CUG 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 _____, 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:
 - The OFFICE 365 Licenses are purchased, delivered to the CUG, Gandhinagar.
 - 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	GST	Unit Price with GST	Total Price
1.	Build and Pilot Phase	NA				
2.	Project Completion	NA				
3.	Monthly Managed Services per License from MICROSOFT					

- The above prices are inclusive of all applicable GST, octroi and for life time validity.
- The price quoted shall be all inclusive of ex-factory price, packing, forwarding, freight
- 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 GST after the prices are fixed and before the delivery should be passed on to the Purchaser (i.e. CUG).

3. DELIVERY SCHEDULE:

- The Vendor has to provide license copy and set of software media.
- The vendor has to deliver the media copy to the CUG-Gandhinagar.
- The delivery period is 4 (Four) Weeks from the date of award of Contract.
- 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 CUG as per the order and specifications. No installation required for the above products.

- 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:

- 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:
 - Original invoice duly signed by the authorized signatory.
 - Item acceptance certificate duly signed and sealed from authorized representative of CUG.
 - PAN card, Bank Account details, Bank Address & RTGS details of the agency are to be forwarded along with the invoice.

5. GUARANTEE:

- The OFFICE 365 Licenses being supplied to CUG are licensed and legally obtained.
- 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 CUG 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:

- The Construction or interpretation of the terms and conditions
- The respective rights and liabilities of the parties hereto there under
- 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 Registrar, CUG, Gandhinagar, 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 CUG 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)

Central University of Gujarat,
Gandhinagar

Vendor's common seal:
Place:
Date: _____

CUG common seal:
Place: Gandhinagar
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
The Registrar,
Central University of Gujarat
Gandhinagar – 382030

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 CUG 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:
Date:

Bidder's Signature
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.	Bank Details of the Agency	
9.	Bank Name	
10.	Bank Address	
11.	Bank Account Number	
12.	IFSC Code	
13.	PAN No.	
14.	TIN No.	
15.	Details of EMD furnished	
16.	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.	Particular	Name of the Uploaded	Page Number
1.	Bidder Information Sheet		
2.	Tender Processing Fee of Rs.1000/- by way of DD from any nationalized Bank		
3.	EMD (DD/BG) from any Scheduled Bank		
4.	Copy of Registration Certificate		
5.	OFFICE 365 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.