



# Pondicherry University

Puducherry - 605014

Website: [www.pondiuni.edu.in](http://www.pondiuni.edu.in)

Dated: 12.11.2018

## **E-TENDER (NIT)**

On behalf of the Registrar, Pondicherry University, sealed tenders are invited (Second Call) from reputed and eligible contractors/firms for the **Supply of Microsoft Campus Agreement for Pondicherry University**, (Main Campus), Pondicherry -605014. Tender document can also be downloaded from [www.pondiuni.edu.in](http://www.pondiuni.edu.in)

|    |   |  |
|----|---|--|
| 1. | Name of work  | <b>Supply of Microsoft Campus Agreement for Pondicherry University, (Main Campus), Pondicherry -605014</b> |
| 2. | Last date, time and venue for submission of EMD and Technical bid documents | 22.11.2018 at 3.00 p.m.  |
| 3. | Date, time and venue for opening of technical bid                           | 22.11.2018 at 3.30 p.m.  |
| 4. | EMD   | Rs.25,000/-  |
| 5. | Tender documents fee  | Rs.500/-   |

**REGISTRAR**



# TENDER DOCUMENT

FOR

**Supply of Microsoft Campus Agreement for Pondicherry University**

AT

Pondicherry University  
*[A Central University]*  
Puducherry - 605014

## NOTICE INVITING TENDER

The Registrar, Pondicherry University invites sealed tenders from reputed and experienced manufacturer/contractors/suppliers for the **Supply of Microsoft Campus Agreement for Pondicherry University**.

1. **Particulars of Items:**

**Supply of Microsoft Campus Agreement for Pondicherry University**

2. **Technical specification, Quantity:** As per **Annexure-H**
3. **Earnest Money Deposit (EMD) in DD:- Rs.25,000/-** in favour of Finance Officer, Pondicherry University, payable at Pondicherry
4. Tender document fee in DD: Rs.500/- in favour of Finance Officer, Pondicherry University, payable at Pondicherry
5. **Completion period:** Supply within 4 weeks from the date of issue of work award letter/Purchase Order.
6. **Availability of Tender Document:** Tender Documents with detailed terms & conditions can be downloaded from Pondicherry University website or to be obtained from the Purchase & Store Section on payment of Tender document fee of Rs.500/-
7. **Validity Period of Offer:** The rates offered in bid should be valid for one hundred and Eighty days (180) from the date of opening of Bid of the Tender.
8. **Receipt and opening of Tenders:** The bids along with EMD and TDF should reach to this office on or before 22.11.2018 upto 3.00 p.m. The Bids will be opened on the same day at 03.30 pm.
9. The required EMD/TDF as stated above in the form of DD must be enclosed with the bid failing which the offer will be treated as non-responsive.
10. Pondicherry University reserve the right to accept or reject any or all the tenders wholly or partially without assigning any reason thereof.
11. The University reserves the right to relax any terms & conditions in the interest of the University.

## **INSTRUCTIONS TO BIDDERS**

### **11.0 Scope**

The work consists of:

**Supply of Microsoft Campus Agreement for Pondicherry University as shown in Annexure-H.**

### **12.0 Definitions:**

12.1 **PU** means Pondicherry University, Puducherry.

12.2 **University** means Pondicherry University, Puducherry

12.3 **Employer** means the Registrar, Pondicherry University and his successor

12.4 **Bidder** means the Manufacturer or his direct authorized distributor (dealing at first point), proprietary firm, partnership firm, limited company private or public or corporation

12.5 **“Year”** means “Financial Year” unless stated otherwise.

### **13.0 Who can apply:**

13.1 Only the service partners or authorized agents who are holding valid license /permission / Authorization from M/s.Microsoft Corporation, Indian Chapter / Head office to supply, maintain and issues bulk / campus licenses of Microsoft and its related operating systems.

13.2 If the bidder is a proprietary firm, the application shall be signed by the proprietor with his full typewritten name and the full name of his firm with its current address, Contact details etc.

13.3 If the bidder is a firm in partnership, the application shall be signed by all partners of the firm with their full typewritten names and current addresses, or alternatively, by a partner holding power of attorney for the firm. In the latter case a certified copy of the power of attorney should accompany the application. In both cases, a certified copy of partnership deed and current address of all the partners of the firm should accompany the application.

13.4 If the bidder is a limited company or a corporation, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a certified copy of the power of attorney. The bidder should also furnish a certified copy of the Memorandum and Articles of Association duly attested by a Public Notary.

13.5 **Joint Venture/ Consortiums are not accepted.**

### **14.0 Sealing and Marking of Bids**

14.1 Bid shall be submitted along with EMD and TDF

14.2 The sealed outer envelope containing the bid and EMD and TDF shall be addressed to The Assistant Registrar (P&S), Pondicherry University, Pondicherry – 605 014.

**15.0 Bid Submission:**

- 15.1 Each page of the Bid must be sealed and signed by the authorized signatory of the bidder.
- 15.2 Duly signed tender document alongwith all corrigenda, addendum issued, if any, should also be sealed as part of technical bid.
- 15.3 Conditions other than those laid down in the Tender document will not be entertained.

**16.0 Eligibility Criteria for Technical Bid**

**All eligibility documents with EMD and TDF must be submitted in hard copy as per the date and time mentioned above.**

The formats/Annexure for the documents to be submitted, with bids are placed at **Section –II (Annexure – A, A1, A2 to Annexure H):**

|      |  |                         |
|------|--|-------------------------|
| 16.1 | Letter of Transmittal  | <b>Annexure – A</b>     |
|      | Declaration by Bidder  | <b>Annexure – A1</b>    |
|      | Compliance to Bid Requirement  | <b>Annexure – A2</b>    |
|      | A declaration by the manufacturer.   | <b>Annexure – A3</b>    |
| 16.2 | Organizational Structure: - Legal status of the company/ organization with legal proof along with certified copies.  | <b>Annexure - B</b>     |
| 16.3 | Income Tax Registration (PAN No. ),  | Attach certified copies |
|      | Service Tax Registration,  |                         |
|      | DVAT Registration/ TIN Number  |                         |
| 16.4 | The firm should enclose Audited balance sheets for the last 3 years (2016-17, 2015-16, 2014-15)  | <b>Annexure C</b>       |
| 16.5 | Firm should have executed atleast the following in the last three years:<br><br>Two similar work of <b>Supply of Microsoft Software</b> have value of Rs.16 lacs each<br>Explanation: <ul style="list-style-type: none"><li>• “Similar work” means the work of <b>Microsoft Software</b> in public sector undertaking, Govt. Department, Educational Institutions.</li><li>• “Value” shall mean gross value of the completed work including the cost of materials.</li></ul> | <b>Annexure D</b>       |
| 16.6 | That the bidder/organization has not been blacklisted/debarred by any of the government/ public sector agencies in India. A declaration of fair business practice by the Bidder.   | <b>Annexure – E</b>     |
| 16.7 | The bidder should be Microsoft Gold Certified Partner and Authorized Education Reseller. A Certificate of Authorization shall be attached by the bidder issued by the Microsoft for this tender only addressed to The Assistant Registrar (P&S), Pondicherry University, Pondicherry.  | <b>Enclose Copy</b>     |
| 16.8 | The bidder should be operational in India for last five years.   |                         |

## **17.0 Evaluation of bids:-**

The details submitted by the bidders will be evaluated in the following manner:

- 17.1 The “initial eligibility criteria” prescribed in Para 16.1 to 16.8 above in respect of experience in similar class of works completed and valid registrations, etc. will first be scrutinized.
- 17.2 Examination of the specification of all the items will be done by specialized specification evaluation Committee.
- 17.3 Even though any bidder may satisfy the above requirements, he/she would be liable to disqualification if he/she has:-
- Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria document.
  - Record of poor performance such as abandoning work, not properly completing the contract, or financial failures/weaknesses etc.

## **18.0 Earnest Money Deposit and TDF:**

**19.0** The Earnest Money Deposit (EMD) and TDF must be attached (see Clause 3). The Earnest money shall be accepted in the following form and shall be in favour of “Finance Officer, Pondicherry University”, payable at Pondicherry.

1. Bank Draft /Demand Draft

19.2 Tenders with no earnest money deposit and TDF will summarily be rejected. In case of successful bidder of the bids, the earnest money will be returned after obtaining the required 10% Performance Security in the form of BG should be valid for a period of three years along with the agreement on non judiciary stamp paper of Rs. 100/-. However, the successful bidder shall be required to enter into an agreement with the University for providing the Technical Support for 3 years from the date of final installation of the product.

19.3 In the case of unsuccessful bidders, the Earnest Money Deposit will be refunded without any interest.

**20.0** The bidder shall quote unit item rates in INR only, both in words and figures. In case of difference between the rates of items written in figures and in words, the rates of items written in words shall be taken as correct. No changes in unit rates shall be allowed. The rates quoted in schedule of quantity are for finished and completed items and no extra amount for cartage or transporting material, labour etc. shall be paid. The rates should be inclusive of all taxes, insurance, royalties etc. as applicable. Supplier has to quote the price inclusive of all charges i.e. freight, insurance, packing, handling, assembling, installation, commissioning upto the University.

## **21.0 General:**

**21.1** All information called for in the enclosed forms should be furnished against the relevant places in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against at the relevant place. Even if no information is to be provided in a column, a “Nil” or “No Such Case” entry should be made in that column. If any particular/query is not applicable in case of the bidder, it should be stated as “not applicable”. The bidders are cautioned that incomplete information called for in the tender document or deliberate suppression of any information may result in the bid being summarily disqualified. Bids received after the expiry of the stipulated date and time mentioned in the tender document will not be entertained.

- 21.2 The bid document should be legibly written and serially numbered with proper tagging and binding. The bidder should sign each page of the bid.
- 21.3 Overwriting should be avoided. Correction, if any, should be made by neatly crossing out, initialing with date and rewriting. Pages of the eligibility criteria document are to be numbered. Additional sheets, if any added by the bidder, should also be numbered. Bid should be submitted as a package with signed letter of transmittal.
- 21.4 References, information and certificates from the respective clients certifying suitability, technical knowledge or capability of the bidder should be signed by officer of the client organization with name & designation.
- 21.5 The bidder may furnish any additional information which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of tender document unless it is called for by the University.
- 21.6 Any information furnished by the bidder found to be incorrect either immediately or at a later date, would render him liable to be debarred from tendering/taking up of any work in PU **which may also result in forfeiture of EMD/performance security.**
- 21.7 The successful bidder shall have to work in co-ordination and co-operation with Computer Centre to work simultaneously in the same or adjoining area.
- 21.8 Income tax, Works Contract Tax and any other tax at the rates in force during the progress of contract / **award of work** that will be in force from time to time shall be recovered / deducted from the released payment amount.
- 21.9 Sales Tax, purchase Tax, turnover tax or any other tax on material applicable on the date of submission of bid in respect of this contract shall be payable by the contractor and University will not entertain any claim whatsoever in respect of the same.
- 21.10 On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the University shall be communicated in writing to the Asst. Registrar (P&S).
- 21.11 Without prejudice to any of the rights or remedies under this contract if the contractor dies, the University shall have the option of terminating the contract **without** compensation to the legal heir of the contractor.
- 21.12 The successful bidder will have to sign an agreement within stipulated time period as mentioned in the letter of intent. The necessary fees, stamp paper, etc. required for completing the agreement have to be borne by the bidder.
- 21.13 The University reserves the Right to vary quantities at the time of placement of Purchase Order/signing of contract.
- 22.0 **Scope of Works**  
The Scope of work shall consist, Supply of Campus Agreement, complete in all respects, and technical support for three years for items mentioned at clause 1 as per specification given under Annexure - H.

## **22.1 Specification for Work and Quality**

The procurement of software shall be either from the manufacturers or Gold Certified Partner of Microsoft to ensure that no duplicate/spurious software is used in the University. The technical support for three years shall be provided for a period of 3 years with liability to the satisfaction of the University.

## **23.0 Final decision making authority**

The University reserves the right to accept or reject any bid and to annul the process and reject all bids at any time, without assigning any reason or incurring any liability to the bidders. No claim whatsoever will be entertained / paid by the university to the bidder (s).

## **24.0 Summary Rejection of tender:**

24.1 The tenders not accompanied with Earnest Money Deposit and TDF shall be summarily rejected. Similarly, if the bidder proposes any alternation in or additions to the prescribed form of tender or decline to carry out any work of the tender document; or any conditions mentioned, etc., his tender is liable to be rejected.

## **25.0 Particular provisions**

25.1 The University reserves the right to execute the work or reject the tender without assigning any reason or incurring any liability to the bidder.

**26.0** Installation support should be provided by the bidder for installation of all items as and when required

## **27.0 Amendment of tender document:**

27.1 Before the deadline for submission of tender, the University may modify the tender document by issuing addenda.

## **28.0 Validity of Tender:**

**One hundred and Eighty days** from the date of opening of **Bid** of the tender. During this period no bidder shall be allowed to modify/withdraw his tender. In case of withdrawal, the EMD submitted by the bidder shall be forfeited and no claim shall be entertained on this regard.

## **29.0 Performance Guarantee:**

29.1 The successful bidder shall be required to furnish a Performance Guarantee of 10% of the total tendered value after successful supply of the product at site. The Performance Guarantee should be valid up to 3 years. The Performance Guarantee shall be accepted in the following form and shall be in favour of "The Finance Officer, Pondicherry University", payable at Pondicherry:-

i. Bank Guarantee (As per Annexure-G)

29.2 Performance Guarantee will be returned after completion of the warrantee period as per clause 30.

29.3 In case of non submission of Performance Guarantee within specified time, the earnest money will be forfeited and the University may consider to black list/de-bar the contractor.



### **30.0 Technical Support**

The bidder shall provide technical support for a period of **three years** for all software from the last date of completion as certified issued by the University and shall be responsible for any defects that develop in the **Software**. They shall provide technical support for any trouble, without any exception and recourse, free of cost.

The bidder will test the products and accomplish the adjustments necessary for successful and continuous operation of the products supplied at all installation sites and shall ensure technical support for one year.

### **31.0 Payment Terms**

31.1 Payment shall be made by University in Indian Rupees.

31.2 Payment will be made after satisfactory completion every year first year, second year and third year

31.3 Each invoice should be submitted in duplicate clearly specifying contract no, goods description, quantity, unit price, total amount along with warranty certificate, etc.

31.4 No advance payment will be made under any circumstances.

### **32.0 Delay and Non Conformance**

32.1 If the bidder fails to Install the Software with in the period specified in the Purchase Order, University shall without prejudice to its other remedies under the Purchase Order, deduct from the contract price, as liquidated damages, a sum equivalent to 1% (one percent) of the contract price of the delayed goods weekly or part thereof of delay until actual delivery. The penalties will be maximum of 10% of the contract amount / awarded value.

32.2 In case of extraordinary delay or beyond 30 days of stipulated delivery period, University reserves the right to terminate the contract, without any liability to cancellation charges, forfeit/en-cash the submitted Performance Guarantee and blacklist/debarred the defaulting firm.

### **33.0 Substitution and Wrong Supplies**

Unauthorized substitution or materials delivered in error of wrong description or quality or supplied in excess quantity or rejected goods shall be returned to the contractor at contractor's cost and risk.

### **34.0 Insurance, Freight and Deliveries**

34.1 The supplier shall make his own arrangements towards safe and complete delivery including insurance, freight, state level permits etc. as applicable at the designated locations indicated by University in the Purchase Order.

34.2 The contractor will keep University informed about changes, if any, in various stages of deliveries, installation.

### **35.0 Arbitration and Settlement of Disputes:**

35.1 University and the contractor shall make every effort to resolve amicably by direct information negotiation by difference or dispute arising between them under or in connection with the University order.

- 35.2 If after thirty (30) days from the commencement of such informal negotiations, University and the supplier are unable to resolve amicably the dispute, either party may require that the dispute be referred for resolution to the formal mechanisms as specified hereunder:
- 35.2.1 Any dispute or differences whatsoever arising between the parties out of or relating to the manufacturing, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and the award made in pursuance thereof shall be binding on the parties. The sole arbitrator shall be appointed by the Vice Chancellor, Pondicherry University.
- 35.2.2 The performance under this contract shall not stop for any reason whatsoever during the said dispute/proceedings, unless the contractor is specifically directed by University to desist from working in this behalf.
- 35.2.3 The venue of arbitration shall be Pondicherry/Chennai. The language of proceedings shall be English. All disputes are subject to the jurisdiction of the Pondicherry/Chennai Courts only

**36.0 Force Majeure** For purpose of this Clause, Force Majeure shall mean fires, floods, natural disasters or other acts, that are unanticipated or unforeseeable, and not brought about at the instance of the party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for, and which has caused the non-performance or delay in performance, such as war, turmoil, strikes, sabotage, explosions, quarantine restriction beyond the control of either party. A party claiming Force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the effects thereof on the performance of its obligations under this Supply Order.

If a Force Majeure situation arises, the supplier shall promptly notify the University in writing of such conditions and the cause thereof. Unless otherwise directed by the University in writing, the Supplier shall continue to perform its obligations under the Purchase Order as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**SECTION II**  
**INFORMATION REGARDING TECHNICAL ELIGIBILITY**  
**(Annexure A to H)**

**Annexure – A**

**LETTER OF TRANSMITTAL**

From:

\_\_\_\_\_  
\_\_\_\_\_

To

**The Registrar**  
Pondicherry University  
Puducherry – 605014.

Sir,

Sub: Submission of Tender Document for the work of “**Supply of Microsoft Campus Agreement for Pondicherry University**”.

Having examined the details given in Tender document for the above work, I/we hereby submit the relevant information:-

1. I/we hereby certify that all the statement made and information supplied in the enclosed annexure / forms accompanying statement are true and correct.
2. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to Supply & Installation.
3. I/we submit the requisite certified solvency certificate and authorize the Registrar, Pondicherry University to approach Bank issuing the solvency certificate to confirm the correctness thereof. I/we also authorize the Pondicherry University to approach individuals, employers, firms and corporation to verify our competence and general reputation.

Name & Signature(s) of Bidder(s) with seal

**DECLARATION BY THE BIDDER**

We \_\_\_\_\_ (Name of the Bidder) hereby represent that we have gone through and understood the Bidding Document (which in two parts) in Part-I (Commercial Section & Technical Section) and Part-II (Schedule of Quantities) and that our Bid has been prepared accordingly in compliance with the requirement stipulated in the said documents.

We are submitting a copy of Bidding Document marked “Original” as part of our Bid duly signed and stamped on each page in token of our acceptance. We undertake that Part-I and Part-II of the Bidding Document shall be deemed to form part of our bid and in the event of award of work to us, the same shall be considered for constitution of Contract Agreement. Further, we shall sign and stamp each page of this Part-I and Part-II as a token of Acceptance and as a part of the Contract in the event of award of Contract to us.

We further confirm that we have indicated prices in Schedule of Quantities and submitted in Price Bid in separately sealed envelope. We confirm that rate quoted by us includes price for all works/activities/supply etc. as mentioned in item description of the items in Schedule of Quantities.

**SIGNATURE OF BIDDER** : \_\_\_\_\_

**NAME OF BIDDER** : \_\_\_\_\_

**COMPANY SEAL** : \_\_\_\_\_

**Note** :This declaration should be signed by the Bidder’s representative who is signing the Bid.

**COMPLIANCE TO BID REQUIREMENT**

We hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other conditions whatsoever of the Bidding Documents and Addendum to the Bidding Documents, if any, for subject work issued by PU.

We hereby further confirm that any terms and conditions if mentioned in our bid (Un-priced as well as Priced Part) shall not be recognized and shall be treated as null and void.

**SIGNATURE OF BIDDER** : \_\_\_\_\_

**NAME OF BIDDER** : \_\_\_\_\_

**COMPANY SEAL** : \_\_\_\_\_

**DECLARATION BY THE BIDDER**

We \_\_\_\_\_ (Name of the Bidder) hereby declare that the item for which we have quoted our price in the Financial Bid would not be an item used so far for demo/any other purposes and will be unused (brand new).

**SIGNATURE OF BIDDER :** \_\_\_\_\_

**NAME OF BIDDER :** \_\_\_\_\_

**COMPANY SEAL :** \_\_\_\_\_

**Note:** This declaration should be signed by the Bidder's representative who is signing the Bid.

**ORGANISATION STRUCTURE**

1. Name & Address of the Bidder :
2. Telephone No./Fax No./ e-mail :
3. Legal status of the Bidder (attach copies of original document defining the legal status)
  - a) An Individual
  - b) A proprietary firm
  - c) A firm in partnership
  - d) A limited company or Corporation
  - e) A Public Sector Undertaking
4. Particulars of registration with various Government Bodies (Attach attested Photo Copy)
 

|                                     |                 |
|-------------------------------------|-----------------|
| Organization /Place of registration | Registration No |
|-------------------------------------|-----------------|
5. A. PAN No. ----- B. DVAT No. --  
----- C. Service T No. -----  
-----
6. Names and Titles of Directors & Officers with designation to be concerned with this work. :
7. Name & Designation of individuals authorized to act for the organization :  
(Pl attach power of attorney in favour of authorized representative duly signed by authorized signatory)
8. Has the Bidder ever required to suspended work for a period of more than six months continuously after you commenced the business? If so, give the name of the project and reasons of suspension of work. :
9. Has the Bidder, or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment. :
10. Has the Bidder, or any constituent partner in case of partnership firm, ever been debarred/ black listed for tendering in any organization at any time? If so, give details. :
11. Has the Bidder, or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details. :
13. Any other information considered necessary but not included above. :

(Stamp, Name &amp; Signature of Bidder)

**DETAILS OF ANNUAL TURNOVER**

**A.FINANCIAL DETAILS**

| <b>Financial Years</b> | <b>Gross Annual Turnover (In Lakhs)</b> | <b>Profit/Loss (In Lakhs)</b> |
|------------------------|---|-------------------------------|
| 2016-2017              |   |                               |
| 2015-2016              |   |                               |
| 2014-2015              |   |                               |

**B. Audited balance sheet and profit & loss account for above three years to be submitted. Must be attested by the Chartered Accountant.**

**Signature & stamp by Chartered Accountant**

**(Stamp, Name & Signature of Bidder)**



**DETAILS OF SUPPLY OF ITEMS (AS PER SPECIFICATION GIVEN IN SECTION III BELOW)  
IN LAST 03 (THREE) YEARS**

| S. No. | POSTAL ADDRESS OF CLIENT WITH CONTACT NUMBERS | STARTING DATE | SCHEDULED COMPLETION DATE | ACTUAL COMPLETION DATE | REASONS FOR DELAY, IF, ANY |
|--------|---|---------------|---------------------------|------------------------|----------------------------|
|        |   |               |                           |                        |                            |
|        |   |               |                           |                        |                            |
|        |   |               |                           |                        |                            |
|        |   |               |                           |                        |                            |

**(Stamp, Name & Signature of Bidder)**

**DECLARATION FOR FAIR BUSINESS BY THE BIDDER**

This is to certify that We, M/s\_\_\_\_\_ in submission of this offer confirm that:-

- i) We have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements;
- ii) We do not have records of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.
- iii) Business has not been banned with us by any Central / State Government Department/ Public Sector Undertaking or Enterprise of Central / State Government.
- iv) We have submitted all the supporting documents and furnished the relevant details as per prescribed format.
- v) The information and documents submitted with the tender by us are correct and we are fully responsible for the correctness of the information and documents submitted by us.
- vi) We understood that in case of any statement/information/document furnished by us or to be furnished by us in connection with this offer is found to be incorrect or false, our EMD in full will be fortified and business dealings will be banned.
- vii) We have not been punished / penalized by way of imprisonment in last three years.
- viii) We have not been blacklisted/debarred by any of the Government/Public Sector Agency in last three years.

SEAL, SIGNATURE & NAME OF THE BIDDER

Signing this document

**CHECK LIST FOR SUBMISSION OF BID**

Bidder is requested to fill this check list and ensure that all details/documents have been furnished as called for in the Bidding Document along with duly filled in, signed & stamped checklist **with each copy of the "Unpriced bid (Part – I)"**.

**Please tick the box and ensure compliance:**

- 1        EMD and TDF
- 2        Bid Forwarding Letter
- 3        Power of Attorney in Favour of the person     who has signed the bid on stamp paper of  
          Appropriate value.
- 4        Partnership Deed in case of partnership firm and  
          Article of Association in case of limited company.
- 5        Compliance to Bid Requirement
- 6        Declaration by the bidder
- 7        All pages of the bid have been page numbered in sequential manner.
- 8        Annexure(s) – A to E
- 9        Valid, PAN, DVAT, Service Tax, Excise Registration

**SIGNATURE OF BIDDER**        : \_\_\_\_\_

**NAME OF BIDDER**                : \_\_\_\_\_

**COMPANY SEAL**                    : \_\_\_\_\_

**Form of Performance Guarantee Bank Guarantee Bond**

1. In consideration of the Pondicherry University having offered to accept the terms and conditions of the proposed agreement between ----- and ----- (hereinafter called “the said Contractor(s)”) for the work ----- (hereinafter called “the said agreement”) having agreed to production of a irrevocable Bank Guarantee for Rs.----- (Rupees ----- only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and condition in the said agreement.  
  
We, ----- (indicate the name of the Bank) ----- (hereinafter referred as “the Bank”) hereby undertake to pay to the University an amount not exceeding Rs.----- (Rupees ----- only) on demand by the University.
2. We, -----(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the University stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.----- (Rupees ----- only).
3. We, the said bank further undertake to pay the University any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.
4. We, -----(indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the University under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Project-in-Charge on behalf of the University certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We, -----(indicate the name of the Bank) further agree with the University that the University shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the University against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the University or any indulgence by the University to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. We, -----(indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the University in writing.
8. This guarantee shall be valid upto ----- unless extended on demand by the University. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.----- (Rupees ----- only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the ----- day of ----- for ----- (indicate the name of the Bank)

SECTION IIITECHNICAL SPECIFICATIONS

| S. No. | Description   | Qty.    |
|--------|---|---------|
| 1      | Campus License Agreement<br>DsktpEdu ALNG LicSAPk OLV E 1 year and 3 years <sup>#</sup> Ent<br>includes:<br>a) Windows OS 10 & Upgrade<br>b) Office Pro Plus for Windows OfficeStd for MAC<br>c) Core CAL Suite (includes Windows Svr CAL, Exchange SvrStd<br>CAL, SharePoint SvrStd CAL & System Centre Configuration Mgr CAL, EPS<br>FrFrntClnt A/v, LyncSvrStdCAL) | 600 FTE |
| 2.     | Microsoft Windows Operating System / Office (1 year & 3 years) <sup>#</sup> latest versions   | 600     |
| 3.     | Microsoft Windows Server Standard/Data Center/Enterprise Licenses<br>WinSvrStd ALNG LicSAPk OLV E Acdmc AP 2Proc (1 year & 3 years) <sup>#</sup> latest versions  | 25      |

<sup>#</sup> - 1 year and 3 years prices maybe quoted separately

**SECTION IV**

**FINANCIAL BID**

**Supply of Campus Agreement for Pondicherry University (Main Campus), Puducherry – 605014**

*The rates should in quoted in INR only both in words and figures*

| <b>S. No.</b>   | <b>Description</b>  | <b>Qty.</b> | <b>Unit Cost</b> | <b>DVAT/Sales Tax/Any other</b> | <b>Total Amt. in figure</b> | <b>Total Amt. in words</b> |
|---|---|-------------|------------------|---------------------------------|-----------------------------|----------------------------|
| 1   | Campus License Agreement  | 600 FTE     |                  |                                 |                             |                            |
| 2.  | Microsoft Widows Operating System / Office  | 600         |                  |                                 |                             |                            |
| 3.  | Microsoft Windows Server Licenses - Data Centre Servers/ Server Standard/ Enterprise Server License | 25          |                  |                                 |                             |                            |
| <b>Total Amount in Rupees (inclusive of all taxes) for 1 year</b> |   |             |                  |                                 |                             |                            |
| <b>Total Amount in Rupees (inclusive of all taxes) for 2 year</b> |   |             |                  |                                 |                             |                            |
| <b>Total Amount in Rupees (inclusive of all taxes) for 3 year</b> |   |             |                  |                                 |                             |                            |

**(SEAL, SIGNATURE & NAME OF THE BIDDER)**