



तेजपुर विश्वविद्यालय / TEZPUR UNIVERSITY

(संसद के अधिनियम द्वारा स्थापित केंद्रीय विश्वविद्यालय)

(A Central University established by an Act of Parliament)

कुल सचिव का कार्यालय/ OFFICE OF THE REGISTRAR

नपामः:तेजपुर-784028::असम

NAPAAM::TEZPUR-784028::ASSAM

NOTICE INVITING TENDER (NIT)

Online Bids in **02 Bid System (Technical and Financial)** are invited through GEM from Microsoft Authorized Education Partners/Resellers for procurement of license **Microsoft Campus Agreement** of Tezpur University for the period of **One (01) Year** as per details mentioned below:

Sl.	Items	Part Code	Qty.
1.	Microsoft 365 A3 (for Faculty)	CFQ7TTCOLHPL: 000W	350
2.	Microsoft 365 A3 (for Student User)	CFQ7TTCOLHPL:000Z	4500
3.	Win Server Standard Core ALng LSA OLV 2L E 1Y Acad AP	9EM-00294	80
4.	O365 A3 Edu Open Faculty ALng Sub OLV E 1M Each Acad Enterprise	HVH - 00009	5

General Information about the NIT

Last date and time for submission of Bids:

As per GEM

Date and Time of opening of Bids:

As per GEM

General Instructions:

Please read the Bid document carefully before participating. It shall be deemed that submission of bid by the bidder has been done after their careful study and examination of the Bid terms with full understanding to its implications. Any lack of information shall not in any way, relieve the bidder of its responsibility to fulfill its obligations under the Bid. **All the mandatory documents pertaining to pre-qualification criteria as listed at Annexure-I, must be submitted without which a bid will not be accepted.**

The University will reject a proposal for award, if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, the Purchase Order. Fraudulent Practice means a misrepresentation of facts in order to influence a procurement process and includes collusive practice among bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive Tezpur University of the benefits of free and fair competition. Corrupt Practice means offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of this purchase execution.

For any queries/doubt please contact the Stores & Purchase Section (e-mail: snp@tezu.ernet.in) or in the email id mentioned in the GeM Bid.

GENERAL TERMS & CONDITIONS:

1. The Agreement Period is for **One (01) Year** from the date of start of active subscription.
2. The bidder shall submit the Microsoft authorization letter or Manufacturer's Authorization Form (MAF) for participating in this tender.
3. Any free Entitlements/ freebies/Software Assurance and other benefit covered under the software packages must be included in the subscription packages.
4. On award of the contract, the bidder is required to sign a One (01) year agreement from the date of activation of Licenses.

ACM
11/3/24



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5. Delivery of the product shall be completed within Two (02) weeks from the date of issuance of Purchase Order.
6. Any free entitlements/freebies/software assurance/student benefits etc. must be provided with the licenses.
7. **Rates:** Rates quoted should be on **FOR Tezpur University, Napam, Tezpur, Door Delivery Basis**, for indigenous items and Carriage and Insurance paid to **(CIP) Tezpur University, Napam, Tezpur or Delivered Duty Paid**, for imported item. Failure to comply with this term may lead to rejection of the quotation.
8. The bidder, in case claims to be a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "**Bidder Turnover**" criteria, "**Experience Criteria**" and also from payment of **Earnest Money Deposit (EMD)**, subject to meeting of quality and technical specifications and . If the bidder is an **OEM** of the offered products, it would be exempted from the "**OEM Average Turnover**" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from **Turnover / Experience Criteria**, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
9. **Quotations should be accompanied by:**
 - i) An **EMD** (in the form of Demand Draft/Banker Cheque) for **Rs. 36,882/-** (Rupees Thirty-Six Thousand Eight Hundred and Eighty Two) only drawn in favor of **The Registrar, Tezpur University, payable at Tezpur. No request for consideration of earlier deposited EMD will be considered.**
 - ii) **Bidders who are MSME/NSIC registered** needs to furnish a "**Bid Security Declaration**" (format enclosed at Annexure – II) **in lieu of EMD** accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for a period of Three (03) years from participating in any future bid invited/published by Tezpur University. Bidders who are MSME/NSIC registered seeking exemption from payment of **Earnest Money Deposit (EMD)** are to submit valid documents in support of their claim. Bidders seeking exemption are asked to clearly mention the category under which exemption is claimed. The category of exemption under MSME/NSIC will be strictly adhered to.
 - iii) **The original copies of the EMD/Bid Security Declaration (Annexure-II) should be deposited/submitted/reach the office of the undersigned before opening of the Bids in an envelope superscribed as "Quotation/Participation Fee and EMD for Bid No. (State the Bid No. generated by GEM) addressed to the Deputy Registrar- S&P, Tezpur University. Failure to do so may result in rejection of the bid.**
10. Bidders are to ensure that they are GST compliant and that their quoted tax structure/rates are as per GST law. The rates should be exclusive of taxes and the applicable tax percentage should be clearly indicated. Financial/Price Bid format where taxes cannot be mentioned separately, in such cases, the percentage of taxes applicable should be mentioned in the Technical Bid document.
11. Applicable levies, surcharge and discounts should be clearly indicated item wise.
12. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered.
13. **Validity of Quotation:** Quoted rates must be valid for at least **180 days** from the last date of submission of quotation.
14. **Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with the bid.

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15. **Malicious Code Certificate:** The seller should upload following certificate in the bid:-
- This is to certify that the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to:-
 - Inhibit the desires and designed function of the equipment.
 - Cause physical damage to the user or equipment during the exploitation.
 - Tap information resident or transient in the equipment/network.
 - The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.
16. **Manufacturer authorization:** Wherever Authorized Agency/ Distributors/Partners are submitting the bid, Manufacturers Authorization Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid. The Authorization must be addressed to the buyer and it should be bid specific from OEM.
17. **Bidders Turn Over Criteria:** The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
18. **OEM Turn Over Criteria:** The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
19. The rates should be quoted along with supporting documents of specifications and technical features and list of users, wherever applicable.
20. **Literature a must (wherever applicable):** All the quotations must be supported by technical leaflet/literature and the specifications mentioned in the quotation must be reflected/ supported by such technical leaflet/ literature. The model and specifications quoted should **invariably be highlighted** in the leaflet/literature for easy reference.
21. **Dealership Certificate (wherever applicable)::** Dealers or Agents quoting on behalf of Manufacturer must upload valid dealership certificate. OEM should have service centre all across Assam, toll free number, Service Matrix & SLA need to be furnished. Product datasheet, user manuals & brochures etc. need to be furnished against the technical parameters & the same should to be available with OEM website.
22. **Quality Certificates:** Valid certificate to prove that the products are genuine and of international standard, as mentioned below, must be uploaded: (a) Manufacturer's certificate; (b) ISO/ISI certificate.
23. **Genuine Pricing:** Vendor is to ensure that quoted price is not more than the price offered to any other customer in India to whom this item has been sold, particularly to Universities/IITs/Institutes and other Government Organization.

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11/3/24



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24. **Payment:**100% payment after successful delivery, installation and commissioning and acceptance by the user.
25. **PENALTY FOR DELAYED DELIVERY:** The date of delivery should be strictly adhered to. In the event of delayed delivery, installation & commissioning, the vendor shall be liable for a penalty deduction as per prevailing rule.
26. The University is exempted from paying Custom and Excise duty.
27. Warranty/Guarantee applicable if any, period should be specifically mentioned in the quotation.
28. Irresponsive/incomplete quotation will be rejected.
29. No Advance payment will be made.
30. The University reserves the right to accept or reject any or all the quotations without assigning any reason.
31. Quoted price should be inclusive of delivery up to Tezpur University, Tezpur.
32. Applications for release of **EMD** should be submitted to the **Deputy Registrar-S&P**.
33. Apart from the above terms and conditions the University has the right to include any other terms and conditions as and when felt necessary.
34. **Performance Bank Guarantee amounting to Three (03) % of the order value needs to be submitted in the form of Bank Guarantee in favour of "The Registrar, Tezpur University" on or before final settlement of the bill. The Performance Bank Guarantee must remain valid for the entire period of warranty plus 60(sixty) days.** No interest shall be paid on the Performance Bank Guarantee.
35. **Conditional tenders not acceptable:** All the terms and conditions mentioned herein must be strictly adhered to by all the vendors. Conditional tenders shall not be accepted on any ground and shall be rejected straightway. Printed conditions mentioned in the tender bids submitted by vendors will not be binding on Tezpur University.
36. **Enquiry during the course of evaluation not allowed:** No enquiry shall be made by the bidder(s) during the course of evaluation of the tender till final decision is conveyed to the successful bidder(s). However, the Purchase Committee or its authorized representative (Tezpur University) can make any enquiry/seek clarification from the bidders. In such a situation, the agency shall extend full co-operation. The bidders may also be asked to arrange demonstration of the offered items, in a short period notice, as such the bidders have to be ready for the same.

Termination for default: Default is said to have occurred.

- a. If the product or any of its component is found having poor workmanship, faulty designs, poor performance and bad quality of materials used.
- b. If the agency fails to deliver any or all of the services within the time period(s) specified in the purchase order or any extension thereof granted by Tezpur University.
- c. If the supplier fails to perform any other obligation(s) under the contract.
- d. Under the above circumstances Tezpur University may terminate the contract / purchase order in whole or in part and forfeit the EMD/PBG as applicable. In addition to above, Tezpur University may at its discretion also take the following actions: Tezpur University may procure, upon such terms and in such manner, as it deems appropriate, goods similar to the undelivered items/products and the defaulting supplier shall be liable to compensate Tezpur University for any extra expenditure involved towards goods and services obtained. Besides, the Vice-Chancellor, Tezpur University, and reserves the right to impose any other form of penalty as deemed fit including blacklisting of the vendor.

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24/3/20



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37. Selection criteria:

i. Evaluation Criteria:

To ensure that each bidder has the necessary qualifications and resources to fulfill its obligations under the contract, the following criteria shall be evaluated. The Eligibility, Financial, Experience & Support criteria should be passed before the technical criteria. Technical criteria will be evaluated and ranked by the award of "ACCEPT" and/or "REJECT". Only the "ACCEPTED" vendors will be considered for price bid. The evaluation will be done based on the total value-wise evaluation. In case a joint venture makes a bid, any one of the members of the joint venture need to be qualified for each of the criteria mentioned below.

Eligibility Criteria:

- a. The bidder or the OEM should not be blacklisted by Tezpur University or any other Educational /R&D/ PSU/ Govt organizations. A certificate or undertaking to this effect must be submitted.

ii. Technical Criteria

Technical bids will be evaluated and ranked by the award Accepted & Rejected. The price bids of Accepted vendors would then be considered by the concerned Purchase Committee of the institute.

Delivery Period

38. The delivery installation and commissioning should be completed within **30 Days** of the award of BID without any deviation.

ACB
11/3/26

Deputy Registrar- S&P
Tezpur University



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Annexure-I

List of documents to be submitted

Sl No	Type of Document	Submitted	Page No.
Mandatory:			
1.	PAN Card	Yes/No	
2.	GST Certificate	Yes/No	
3.	Valid Trade License/ Registration Certificate	Yes/No	
4.	ITR Returns (Last 03 Financial Years)	Yes/No	
5.	Declaration of Non-Blacklisting	Yes/No	
6.	Acceptance to Tender Condition	Yes/No	
7.	Technical Specifications and Compliance Sheet	Yes/No	
8.	Audited Balance Sheet certified by CA for last 03 yrs.	Yes/No	
9.	Annual Turnover (last 03 Financial Years) *	Yes/No	
10.	Proof of Experience *	Yes/No	
11.	Earnest Money Deposit *	Yes/No	
12.	Bid Security Declaration Form*	Yes/No	
13.	MSME / NSIC (* exempted for those who are	Yes/No	
14.	Malicious Code Certificate	Yes/No	
Optional :			
1.	Proof of Office Address (If applicable)	Yes/No	
2.	ISO Certificates (If applicable)	Yes/No	
3.	Address of After Sales Support /Service Centres (if	Yes/No	
4.	Dealership Certificate/Authorization Certificate (if	Yes/No	
5.	MII Declaration (if applicable)		
6.	Escalation Matrix	Yes/No	
7.	Product Datasheet, User Manual and brochure in	Yes/No	
8.	Certification for Genuine Pricing	Yes/No	



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Annexure-II

(To be submitted on Company's/Firm's Letterhead signed and sealed)

Bid-Security Declaration Form

Date: _____

Bid No. _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of three year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

(a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

(b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration).

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of: (insert complete name of Bidder) Dated on

_____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid).