



Tender No.- F.6.1/KVS(EDP)/2014/MS(OS)

**Procurement of Microsoft Products under Academic Licensing Program**

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### CHAPTER-1

#### 1.1 SCHEDULE OF TENDER PROCESS & ITS AMENDMENT

- a) The Tender will have 2 (Two) Parts viz., Prequalification Bid, Commercial Bid for turnkey Job for supply of
- b) Microsoft Licenses as detailed in Chapter-3, 3.1 Scope of Work.
- c) Issue of Tender document- From 30.05.2015 to **15.06.2015, 12:00 Noon** (Copy of tender document will be available in the website (<http://www.kvsangathan.nic.in>).
- d) Cost of the tender document (Non-refundable): Rs. 10,000/- (Ten Thousand only) in Indian Rupees Only.
- e) **The tender document along with amendments to be downloaded from the website. Tender Document Fee of Rs. 10,000/- (Ten Thousand only) in form of a Demand Draft, drawn on a scheduled bank, in favor of KVS HQ, New Delhi to be submitted along with the bid.**
- f) Receipt of Bids-on or before **17.06.2015 up to 16.00 hrs.** at Kendriya Vidyalaya Sangathan, 18, Institutional Area, Shaheed Jeet Singh Marg, New Delhi -110016. Bid received later than above schedule will not be entertained.
- g) Prequalification Bid and Commercial Bid should be submitted in separate envelopes clearly indicating the Name of Bid and all packed together in a outer envelope mentioning "Tender No. - F.6.1/KVS(EDP)/2014/MS(OS)
- h) Opening of Prequalification Bids & Eligibility Claims and EMD –on **17.06.2015 at 16:30Hrs** in the office of DC (EDP) of Kendriya Vidyalaya Sangathan, New Delhi in the presence of bidders who may want to attend.
- i) Opening of Commercial Bids- for bidders who qualify on **24.06.2015 at 11:00 Hrs.**

Notwithstanding anything else contained to the contrary in this tender document, Kendriya Vidyalaya Sangathan, New Delhi reserves the right to cancel / withdraw / modify fully or partially the "Invitation of Bid" or to reject one or more of the bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.



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**1.2 AMENDMENT OF INVITATION**

At any time prior to the deadline for submission of bids, The Commissioner of Kendriya Vidyalaya Sangathan, New Delhi reserves the right to add / modify / delete any portion of the document by issuance of an addendum, which would be published on the website and will also be made available to the all the bidders who have indicated their intention to bid. The addendum shall be binding on all bidders.

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### CHAPTER- 2

#### PRE-QUALIFICATION CRITERIA

Commercial Bid will be opened only for those who will qualify the following pre-qualification norms:-

S. No	Criteria	Documentary evidence
1	Payment of Tender Document Cost.	Rs. 10000/- DD in favour of KVS (HQ)
2	The bidder must a company registered under the Indian Companies Act. 1956.	Copy of certificate of registration and Memorandum and Article of Associations
3	Bidder Should have experience of working with Government Department./PSU/nationalized bank	At least one single order copy of 5000 units of Microsoft Academic Licenses in last 3 years.
4	Bidder should have positive net worth for each of the last 3 financial years (FY 2013-14, 2012-13).	Provide copy of the audited Balance sheet of the company and Certificate from the Chartered, Accountant clearly stating the net worth.
5	Bidder should have valid documentary proof of Sales Tax/VAT registration number, Service Tax Registration Number	Provide Copy of Sales Tax/VAT registration number, Service Tax Registration Number
6	Bidder should have valid Income tax returns for the last two financial years (FY 2013-14, 2012-13), issued by Income Tax Department and should have PAN Card	Provide documentary proof of Income Tax returns for the last three financial years Provide copy of PAN card
7	Bidder should have valid Service tax returns for the last two financial years (FY 2013-14, 2012-13) issued by Service Tax Department	Provide documentary proof of Service Tax returns for the last three financial years
8	Network	The bidder should have the network all over India ( at least 10 states) for effecting delivery and its installation. They should produce the copy of the order wherein they have covered the all India-installation.
9.	Authorized Microsoft reseller	They have to produce the authorization letter from the Microsoft to the effect that they are the authorized Microsoft reseller.

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1. Applicants should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Govt. of India / State Govt. A self -declaration certificate should be enclosed as per Annexure -1.
2. Consortium is not allowed.
3. Any organization debarred/ black listed by central/ state government/local bodies in India, at the submission of the bid, shall not be allowed to participate in the tender.

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**CHAPTER – 3**

**3.1 SCOPE OF WORK**

1. Bidder shall supply and install latest version of Academic licenses for Microsoft products in the quantity as detailed in the following table:

S. No	Item	Quantity in Units
1	Windows Server CAL (Perpetual Licenses)	31508
2	Windows Professional Upgrade (5 year Subscription)	
3	OfficePro Plus (5 year Subscription)	
4	Get Genuine Windows (Perpetual)	
5	Visual Studio Pro ( 5 year subscription)	
6	Online Installation Charges are to be quoted separately, if applicable, which will be done in KVs for 31508 licenses.	31508

2. The price quoted shall include 1150 media set and 02 months online/remote deployment support after installation
3. 1150 manuals containing easy and systematic instructions to install each of the software in a step by step method are to be provided along with Media.
4. All the software Licenses shall be issued in the name of 'Kendriya Vidyalaya Sangathan, New Delhi' for 31508 desktops across the 1100 Kendriya Vidyalaya spread across the country.
5. The prices quoted should be exclusive of all VAT and Service Tax but inclusive of all other taxes like Duties/ Cess/ Customs/ Octroi/ Loading/ remote-deployment support for 02 months/ Bank Charges etc. as applicable. VAT and Service Tax calculated as per the government notification at the time of billing.

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6. Under an understanding between KVS and Microsoft, Microsoft will provide:
- a. Agreeya Mobility Edvelop Learning Management System" will be offered free of cost to KVS for 31,508 devices. Only the LMS software is provided free of cost however hosting, customization and support services would be paid extra as per the requirement of Kendriya Vidyalaya Sangathan (KVS).
  - b. Lync Online and 1TB One Drive on Office 365 E1 Program will be provided on Microsoft cloud to class 9<sup>th</sup> to 12<sup>th</sup> KVS students however deployment and support services would be paid extra as per the requirement of Kendriya Vidyalaya Sangathan (KVS).



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### CHAPTER – 4

#### GENERAL INSTRUCTIONS OF THE BIDDERS

All the bidders (Authorized Microsoft Resellers) must carefully observe the following instructions. bids not strictly in accordance with these instructions are liable to be rejected:-

- 4.1 Tender should be submitted through registered Post / Speed Post / Courier / By Hand (Through Authorized Representative) in separate sealed covers both for Qualification Bid & Financial Bid, each cover should be super scribed with the words, Qualification / Financial Bid & Tender No. All these documents i.e. Technical and Financial Bid in separate sealed cover should be sent in one envelope at address “DC (EDP) KVS (HQ), KENDRIYA VIDYALAYA SANGATHAN, 18, INSTITUTIONAL AREA, SHAHEED JEET SINGH MARG, NEW DELHI -110016”. Tender received not in proper sealed cover or received telegraphically shall be rejected.
- 4.2 Offers / Tenders shall positively reach before the stipulated time and date prescribed for their receipt i.e. upto 16.00 hrs. on 17.06.2015. Those received late will not be considered / opened at all regardless of the date of posting of the tender. The Kendriya Vidyalaya Sangathan Board shall take no cognizance of postal delay(s).
- 4.3 Tender should be typed or written in ink, offers/ tenders written in pencil shall be rejected.
- 4.4 The prices quoted should be exclusive of all VAT and Service Tax but inclusive of all other taxes like Duties/ Cess/ Customs/ Octroi/ Loading/ remote-deployment support for 02 months / Bank Charges etc. as applicable. VAT and Service Tax calculated as per the government notification at the time of billing.
- 4.5 The rates should be quoted in Indian Rupees Only in figure as well as in Words.
- 4.6 Bank charges, if any, will be to the account of the bidder.
- 4.7 The Bidders should indicate specifically the Delivery Schedule. The bids of the suppliers not conforming to KVS's prescribed delivery schedule shall be loaded in line with the penalty clause i.e 1/2% of the total cost per week of delivery period quoted in excess of that prescribed subject to a maximum of 10%.
- 4.8 The period of the validity of offers should not be less than 60 days from the date of opening of tender.
- 4.9 EMD Amount is Rs. 40 Lacs in the form of DD/ BG from a nationalized Bank
- 4.10 The KVS reserves the right to accept or reject any or all tenders without assigning any reason whatsoever. Amendment in bid document or price and any other conditions, after the opening of the tenders shall not be entertained.
- 4.11 Offers/ Tenders will be opened on the date and time prescribed by KVS in the presence of authorized representatives of bidders, who actually submitted the tender, if they present themselves at the time of opening of tenders. In case the date of opening of tenders falls on a holiday or holiday is subsequently declared on that date the tender will be opened on the next working day following the holiday.

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- 4.12 The tenders once submitted shall not be returned to the bidder and shall be retained by KVS.
- 4.13 The Bidder may modify or withdraw his tender by giving notice in writing before the deadline for submission of tender. The modification or withdrawal words shall be marked on the envelope. The withdrawn tender document shall not be returned.
- 4.14. The bidder should carefully read and study every clause of this specification and offer his comments on each clause of this specification in his tender. Silence of the bidder on any clause of this specification shall be taken, as acceptability of the said clause to the bidder and accordingly the said clause will be provided in the purchase order.
- 4.15. The Bidder shall quote prices only as per the Bill of Material (Annexure-4). Deviations, if any, should be clearly stated.



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### CHAPTER -5

#### SPECIAL CONDITION OF CONTRACT

##### 5.1 DOCUMENTS TO BE FURNISHED WITH PRE-QUALIFICATIONS BID

- a. As per pre-qualification criteria of pre-qualification bid along with all supporting document
- b. Self-Declaration of ineligibility for corrupt and fraudulent practices (Annexure-1)
- c. Copy of Income Tax Clearance, Service Tax Clearance and VAT Clearance (as Applicable).
- d. Brief profile of the company (Annexure-4).

##### 5.2 COMMERCIAL BID

The Commercial Bid shall be given in prescribed format (Annexure -4). Commercial Bid will be opened only when the bidder qualifies pre-qualification.

##### 5.3 Other Condition

- i. Loading, if any, on the bids of the Bidders who have not agreed to the following KVSs terms & conditions.
  - a) Bidders offering delivery periods longer than the specified delivery period shall be loaded @1/2 % per week or part thereof for their excess period subject to a maximum of 10%.
  - b) The KVS may adopt any additional evaluation criteria which is considered fair & equitable, so as to bring price bid on an equal footing for proper comparison with other bids
- ii. The supplier has to sign integrity pact with KVS.

##### 5.4 Payment Terms & Security Deposits:-

- (i) 95% payment for the licenses to be given on Delivery of licenses at KVS HQ. Remaining 5% will be retained as security deposit till the installation is completed
- (ii) EMD is to be submitted by the bidder alongwith the tender which will be released for successful bidder after 02 months of successful hand-holding support (remote support Helpdesk) which will be provided after last installation.
- (iii) For unsuccessful bidders, the EMD will be returned within 01 month of opening of financial bid.

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**5.6 TERMS AND CONDITIONS OF COMMERCIAL BID**

**a. DELIVERY PERIOD**

Delivery of licenses, media and manuals to be delivered at KVS HQ within 03 weeks of release of Purchase order. Remote deployment support to be provided for 02 months after the installation.

**b. FORCE MAJEURE:**

The Supplier shall not be liable for any Penalty charges due to delay in manufacture or delivery of material/work/service resulting from any causes beyond the company's reasonable control including but not limited to compliance with regulations, orders or instructions of Center/State or Municipal Govt. or Agency thereto, Acts of God, Acts of Civil and Military authorities, fires, floods, strikes Lockouts, freight embargoes, war risks, riots and civil commotion's and the supplier will seek extension of delivery period within three weeks of the occurrence of any such event and clearly state the anticipated delay in supply on account of such events. On receipt of such a request from the Supplier, the delivery period be extended up to the time requested for by the Supplier, subject to the further condition that if the delivery period is likely to be extended by more than sixty days on account of any event the KVS will be at liberty to cancel the un-executed portion of the Purchase Order without assigning any reason and without payment of any compensation.

**c. EXTENSION OF DELIVERY PERIOD**

Any genuine delay in approval of technical details, preparation of site, issuance of amendment of purchase order, conducting inspection and approval of inspection tests/ test certificate for allowing dispatches etc. will count towards extension of delivery period by corresponding \_ period other than, admissible under. Force Majeure Conditions, if any, substantiated by the supplier and duly accepted by the purchasing authority.

**d. PENALTY CHARGES**

If the supplier fails to abide by the provisions of Delivery and commissioning period, he shall be liable to pay Penalty Charges @ 0.5% per week or part thereof of the ex-works delivery price excluding taxes and duties (but including freight charges where break-up of FOR destination price is not available) of such portion of material as has not been delivered, subject to maximum of 10% of the contract value of the delayed/undelivered portion of the material.



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### f. TDS, WORKS CONTRACT TAX, OTHER TAXES etc.

The TDS, works contract tax, other taxes etc, if any, shall be deducted as per rules.

### g. NEGLIGENCE:

If the firm neglects to execute the work with due diligence and expedition or refuses or neglects to comply with any reasonable order given in writing by the KVS in connection with Purchase Order or shall contravene the provisions of the Purchase Order, the KVS may give 21 days' notice, in writing, to the firm to make good the failure, neglect or contravention complained of and should the firm fail to comply with the notice within reasonable time from the date of service thereof, in case of failure, neglect or contravention capable of being made good, within that time or otherwise within such time as may be reasonably necessary for making it good, then and in such cases, the KVS shall be at liberty to take the Contract wholly or partly out of the hands of the supplier and reconstruct at reasonable price with any other person or persons. In such an event it shall be lawful for the KVS to retain any such balance which may otherwise be due by him to the firm on any account including the amount of Bank Guarantee and apply the same towards the execution of the whole or balance of the works so re-contracted, as aforesaid. If no such balance is due by the KVS to the firm or if due, is not sufficient to cover the amount thus recoverable from the firm, it shall be lawful for the KVS to recover the whole or balance of the amount from the firm by action of law.

### h. BANKRUPTCY:

If the supplier shall commit any act of bankruptcy or being a Corporation, commence to be wound up except for reconstruction purposes, or carry on its business under a Receiver, the executors, successor or other representative in law of the estate of the supplier or any such Receiver, liquidator, or any person in whom the contract may become vested, shall forthwith give notice thereof in writing to the KVS and shall for one month during which the supplier shall take all reasonable steps to prevent stoppage of the work, have the option of carrying out the contract subject to the supplier providing such Guarantee as may be required by the KVS but not exceeding the value of the work for the time being remaining unexecuted. In the event of stoppage of the work the period of the option under this clause shall be fourteen days only. Provided that should the above option not be exercised, the contract may be terminated by the KVS by notice in writing to the supplier and the same power and provision reserved to the KVS in the last preceding clause of taking the work out of the supplier's hands shall immediately become operative.



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**i. ARBITRATION**

If at any time, any question, dispute or difference whatsoever, shall arise, between the KVS and the Supplier, upon or in relation to or in connection with the contract, the provisions of Indian Arbitration and Conciliation Act- 1996 and of the Rules there-under and any Statutory Amendment/ Modification or re-enactment thereof for the time being in-force, shall be deemed to apply to and be incorporated in the contract.

**j. CANCELLATION OF WORK ORDER:**

The KVS shall have the right to amend or cancel the order at any time before the receipt of intimation regarding manufacturing of material if he is satisfied that the delay in execution of the order by the supplier is willful and detrimental to the interests of the KVS. In case where after the commencement of manufacture, there is a willful delay on the pan of the supplier in the dispatch/ manufacture of the material, the KVS may cancel the order for whole/unexecuted portion after giving a notice of 15 days to the supplier.

**k. JURISDICTION OF COURT:**

In case of any dispute between the parties, the Courts at Delhi only shall have the jurisdiction to settle/ decide and adjudicate upon such matters. Before approaching the court of law, and dispute or difference arising in connection with the contract shall be referred by either party for arbitration in accordance with Clause- 16 above.

**l. SIGNING OF WORK ORDER**

The supplier will be furnished with two copies of the purchase order one copy to be retained by the supplier and the second copy of the purchase order will be returned by the supplier to the KVS after signing each and every page of the P.O. by his authorized representative in token of the un-conditional acceptance of the purchase order. The supplier will also furnish documentary proof evidencing that the signatory is an authorized representative of the suppliers.



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CHAPTER -6

PERFORMA & ANNEXURE

ANNEXURE- 1

SELF DECLARATION

Ref: \_\_\_\_\_

Date :

To,

The Commissioner,  
Kendriya Vidyalaya Sangathan,  
18, Institutional Area,  
Shaheed Jeet Singh Marg,  
New Delhi - 110 016.

In response to the Tender No.-\_\_\_\_\_ I /We hereby declare that our company\_\_\_\_\_ is, having unblemished past record, and was not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time.

Signature of the Bidder

Date:

Place:



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ANNEXURE-2

ACCEPTANCE OF TERMS & CONDITIONS CONTAINED IN THE TENDER DOCUMENTS

To,

**The Commissioner,**

Kendriya Vidyalaya Sangathan.

18, Institutional Area,

Shaheed Jeet Singh Marg,

New Delhi - 110 016.

Sir,

I have carefully gone through the Terms & Conditions contained in the Tender No.- F.6.1/KVS(EDP)/2014/MS(OS), regarding Supply of Microsoft licenses and other items.

I declare that all the provisions, of this Tender Document are acceptable to my company, I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration

Signature of witness

Signature of the Bidder

Date:

Date:

Place:

Place:

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ANNEXURE-3

BRIEF VENDOR PROFILE

01	Name of the Firm / Company		
02	Year established		
03	Address of Office		
04	Telephone No.		
05	Fax No.		
06	E-mail Address		
07	Website		
08	No. of years of Proven Experience of providing similar Services.		
09	Annual turnover audited annual turnover in last two year	<b>Annual turnover of the company in Rs,</b>	
		Financial Year	Turn Over (Rs.)
		2013-2014	
		2012-2013	

Signature of the Bidder

Date:

Place:





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ANNEXURE-4

FINANCIAL BID

ITEM NO	ITEM NAME	UNIT PRICE	QUANTITY	AMOUNT *
1.				
2.				
3.				
4.				
5.				
6.	Installation Charges if applicable			
	<b>Total Amount :</b>			

\* We declare that prices quoted are inclusive of Taxes like Duties/ Cess / Customs/ Octroi / Loading/ Media/ manuals/ remote-deployment support for 02 months / Bank Charges as applicable but exclusive of VAT and Service TAX.

Stamp

Bidder Signature