



NATIONAL INSTITUTE OF TECHNOLOGY
ROURKELA – 769 008, ORISSA

Advertised/Limited Tender Enquiry

Department : **Computer Center**

Enquiry No: **NITR/CC/HOD/2012/L/480**

Date: 01/05/2012

Important Dates

To

Event	Date	Time
Pre-bid Conference	NA	NA
Last Date of submission of quotation	24/05/2012	10.00 am
Quotation Opening date	24/05/2012	10.30 am

Dear Sir,

We intend to purchase the commodities specified below and invite quotations in accordance with the terms and conditions detailed in the bid document. If you are interested, kindly send your offer with prices and complete terms and conditions within the time mentioned above.

Please send your quotation to:

Head, Computer Center Attn.: Prof. S. K. Patra NATIONAL INSTITUTE OF TECHNOLOGY ROURKELA – 769 008, ORISSA

Yours sincerely,

Prof. S. K. Patra
Head, Computer Center

Encl :

- (1) Schedule of requirement, specifications, dates etc.
- (2) Bid document containing detail terms and conditions.

1. Schedule of requirements

Sl. No.	Description of Goods/Service	Quantity
	Solidworks software as attached in <i>annexure-A</i>	

2. Specifications and allied Technical Details

Specification of Solidworks attached in <i>annexure-A</i>

3. Format of Quotation (tick appropriate box)

It is a single bid; please give all technical specifications and price bid in one envelope.

OR

It is a two-part bid with separate techno-commercial and price bids. Please see item 1.12 of instructions for method of bidding.

4. The bid envelope should be super-scribed with

Bid for Solidworks vide Enquiry No. NITR/CC/HOD/2012/L/453 dated 23/04/2012

5. Quotations should be valid for a period of **180** days from the closing date of the bid.

6. Some important dates:

- i. Pre-bid Conference: Date: NA Time: NA
- ii. Last date for receipt of quotation: Date: **24/05/2012** Time: **10.00 am**
- iii. Opening of techno-commercial bid: NA NA
- iv. Opening of Financial bid: Date: **24/05/2012** Time: **10.30 am**

7. Warranty NIL

8(a) Excise Duty: The Institute is exempted from Excise Duty (please refer point no. 2.2. in bid document). Please state applicable excise duty as a separate item.

- 8(b) **VAT/CST:** The Institute is not authorized to give C or D form. CST or VAT should be charge according to applicable rates.
- 8(c) **Entry Tax: The State of Orissa charges entry tax on all goods entering the State. Please include it in your quotation as a separate item.** Entry Tax will be reimbursed on production of proof of payment.
- 8(d) Institute can provide custom duty exemption certificate if the equipment can be imported. This option can be considered if there is a price advantage. Minimum customs duty has to be paid even with duty exemption certificate.
9. **Bid Security (See Item 2.6 of instructions): 25000**
10. **Performance Security (See Item 2.7 of instructions): NIL.**
11. Please go through the enclosed “bid document” carefully for other bidding instructions.
- 12(a) Please send your quotations by Registered/Speed Post or Courier Service to:

**Head, Computer Center
Attention: Prof. S. K. Patra
National Institute of Technology, Rourkela – 769 008**

OR (b) Drop the quotation in the Tender Box kept in the office of the Department during the normal working hours of the Institute. Please do not hand over the quotation to any person by hand.

13. For technical details, you may contact

**Prof. S. K. Patra
Head, Computer Center
National Institute of Technology, Rourkela – 769 008
Phone: 0661 – 2462467, 9427221578 (M)
Fax: 0661 – 2462457
E-mail: skpatra@nitrkl.ac.in**



**NATIONAL INSTITUTE OF TECHNOLOGY
ROURKELA 769008 (ORISSA)**

Proposals (technical and financial) are invited in the shape of single bid system from reputed Indian firms for supply of solidworks software. Sealed proposal should reach the undersigned by the date mentioned in point no. 6 of tender enquiry. The representatives of the firms should be present during the technical presentation.

BID DOCUMENT

1. Instructions to the bidders

- 1.1 Sealed bids are invited on behalf of the Director, National Institute of Technology (NIT), Rourkela – 769 008, Orissa, from the intending bidders for supply of solidworks for the Institute as detailed in the enquiry letter.
- 1.2 **Eligibility of Bidders:**
 - a) **The bidder should be authorized provider of SOLIDWORK and authorized to sell academic licenses of Solidworks.**
 - b) **Bidder should have tender specific authorization from Solidworks to participate for this tender.**
- 1.3 Firms are advised to study all technical and commercial aspects, instructions, forms, terms and specifications carefully in the tender document. Failure to furnish all information required in the Tender Document in every respect will be at the firm's risk and may result in the rejection of the bid.
- 1.4 The bidders should quote their offer/rates in clear terms without ambiguity.
- 1.5 All damaged or unapproved goods shall be returned at the firm's risk and cost and the incidental expenditure thereupon shall be recovered from the concerned party.
- 1.6 Printed conditions of the firm sent along with the quotation, if any, shall not be binding on us.
- 1.7 The rates should be quoted both in figures and words and legibly written without any over-writings. In case of any correction, the same must be attested by the bidder with full signature. However, no over-writing is permissible. Manufacturer's price-list, where applicable, should be submitted along with the bid.

Any discrepancy between quoted prices in figures and that in words, if noted, will be sorted out in the following manner: -

- (i) If there is a discrepancy between the unit price and the total price the unit price shall prevail and the total price will be corrected accordingly.
 - (ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
 - (iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to above.
- 1.8 The last date for receipt of the bid is marked in the enquiry. In case the above date is declared a holiday for NIT, Rourkela, then the bids will be received up to the appointed time on the next working day.
- 1.9 There may be a pre-bid conference in the office of the Computer Center as per the schedule given at the top of the document. For clarifying issues or clearing doubts, if any, about the specification and other allied technical details regarding solidworks in bid document, firms may contact to the Head, Computer Center. The prospecting bidders may attend this pre-bid conference at the appointed date, time and place.
- 1.10 The bids may be sent by registered or speed post or by courier service, so as to reach the concerned department before the last date of receipt, or alternatively, be dropped in the tender box kept at the Computer Center.
- 1.11 The bidder may modify his bids before the last date appointed for receipt of the bids by sending an amendment to the bid. No bid shall be modified after the deadline for receipt of the bids.
- 1.12 If a prospective bidder requires any clarification related to the bidding documents, he may make a request to Head, Computer Center at least 7 days before the deadline for receipt of bids.
- 1.13 Bids received after the deadline indicated in point no.6 in tender enquiry, shall not be taken in to consideration.
- 1.14 Each bidder shall submit only one bid. A bidder, who submits more than one bid, shall be disqualified and considered non-responsive.
- 1.15 The bids may be submitted in two parts, viz., technical bid and financial bid. The above two bids may be sealed by the bidder in separate cover duly super-scribed and both these sealed covers are to be put in a bigger cover which should also be sealed any duly super-scribed.
- 1.16 **Clarification regarding tender document:** A prospective firm requiring any clarification of the tender document may notify the client in writing at the Client's mailing address indicated under pt. no. 13 of advertised/limited tender enquiry document. The client will respond in writing to any request for clarification of the tender document, received not later than 07 working days prior to the last date for the receipt of bids prescribed by the client.

1.17 **Amendment of Tender Document:**

- a. At any time prior to the last date for receipt of bids, the client may modify the tender document by an amendment for any reason, whether at its own initiative or in response to a clarification required by a prospective firm.
- b. The amendment will be notified in writing or by telex or eMail to all prospective firms who have received the tender documents and will be binding on them.
- c. The client may, at its discretion, extend the last date for the receipt of the bids if required.

1.18 The cover containing the bid must be sealed and super-scribed “Bid for ***Tender for Solidworks***” No. NITR/CC/HOD/2012/L/480 dated 01/05/2012” as given under item 4 of the enquiry.

1.19 The bids shall be opened in the Computer Center at the date and time given on the top of the document. The bidders may send their authorized representatives to attend the bid opening, if they so desire. In the event of the above bid opening date being declared holiday for the NIT, Rourkela, the bids will be opened at the appointed time and place on the next working day.

1.20 The bidder has to sign in full at all pages of the bidding document.

1.21 **Tender Opening:** The authorized personnel from the company may be present at the tender technical bid opening with the valid authorization letter. The technically qualified bidders will be informed after which Commercial Bid opening will be done and finalized on same day.
All the services / items to be supplied should be new, of latest technology, good quality and standard and as per specifications mentioned. The selected vendor shall be responsible for total system integration and management wherever applicable.

1.22 **Submission of offer**

- (i) The firm shall bear all costs associated with the preparation and submission of its Bid, including the cost of presentation for the purpose of clarification of the bid, if so desired by the client and the client will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- (ii) All prices and other information like discounts etc. having a bearing on the price shall be written both in figures and words in the form. Where there is a difference between amounts quoted in words and figures, the amounts quoted in words shall prevail. The Excise Duty, Sales Tax, VAT, Service Tax etc. as applicable on educational institutions which are not meant for profit should be quoted separately, failing which, the Institute shall have no liability to pay these charges and the liability shall be that of the firm.
- (iii) The firms should mention their quotation rates supported with Current Professional Tax, Income Tax, VAT, Service Tax, Valid Trade License and Credentials.
- (iv) In the Commercial Bid, the prices and other information like discounts etc., having bearing on the price shall be written both in Words and Figures without any discrepancy.

- (v) Each page of the offer shall be numbered and bear the signature of the firm at the bottom. All offers shall be either typewritten or written neatly in indelible ink. Any corrections should be properly authenticated.
- (vi) The offers should be addressed to the **Head, Computer Center, Attention: Prof. S. K. Patra, Computer Center, NIT, Rourkela-769008** giving indication that it contains the tender under sealed cover.
- (vii) The first cover shall be superscripted "***Tender for Solidworks***". The followings may be looked into while preparing the first cover.
 - a. Bidders must produce valid authorization certificate from the OEM.
 - b. The list of client (atleast three) with contact details of a person (phone/mob no. with eMail ids) where the bidder had provided Solidworks with successful installation. Bidder should attach order copy as a proof.
 - c. Organizational details are to be enclosed in Covering Letter from Bidder (from all the collaborating consortium partners, as applicable).
 - d. The bidder should enclose a copy of quality certificate from a recognized institution for their manufacturing / assembly / system integration facilities anywhere located in India or abroad. This certification should be from any globally recognized Institution
 - e. Bidders must enclose details of their infrastructure with reference to locations and technical manpower etc.
 - f. Compliance sheet for technical specification of tender attached in *annexure-A*
 - g. *Training agenda* should be attached
 - h. Any eligibility Documents.
 - i. Bidder should submit valid documentary proof like Sales Tax/VAT, Service Tax registration number, the details of income tax registration (PAN), Copy of Income Tax Returns / Clearance Certificate for last three years
 - j. Bidders must submit a declaration on their letter head that they are not black listed in any Govt. body, undertaking, PSU or autonomous bodies. If found the declaration is false their offer will be outrightly rejected and their EMD amount will be forfeited.
 - k. All other relevant documents of this tender (excluding commercial part) should be included in this envelope.

1.23 **Evaluation of offer**

- (i) The vendor must fulfill the criteria mentioned under point no. 1.2 of bid document and attach necessary proof required under pt no 1.22 (vii) of bid document in the first cover. Technical bid of vendors fulfilling the pre-qualification conditions will only be evaluated by the duly constituted technical evaluation committee. Bid of vendors not fulfilling the pre-qualification conditions given above will be summarily rejected. Undertaking for subsequent submission of any of the above documents will not be entertained under any circumstances.
- (ii) The selection of the firm shall be made by a process of combined quality and cost using the following procedure.
- (iii) The commercial Bids of the vendors will only be opened in the presence of their representative. Firms whose financial bids are considered unworkable in view of

prevailing market condition will be rejected. L1 will be awarded after financial comparative analysis of among bidders.

- (iv) If the Institute feels necessary, it may ask for revised bids from the shortlisted vendors which should be submitted within two days of intimation to this effect in sealed envelopes on specified date and time. The revised bids shall not be for amounts more than one quoted earlier for an item, unless the specification is of higher configuration than the earlier ones, by the respective vendor. Any vendor quoting higher rates for the same item quoted earlier in their revised Commercial bid shall be disqualified for further consideration.
- (v) The Institute reserves the right to select the vendor on the basis of best possible specifications / features quoted. The decision of the Institute shall be final and representation of any kind shall not be entertained on the above.
- (vi) Any attempt by any vendor to bring influence or pressure of any kind may disqualify the vendor for the present tender and the vendor may be liable to be debarred from bidding.
- (vii) The Institute shall have no obligation to convey reason for rejection of any bid. It shall be open for the Institute to reject even the lowest bidder in the interest of the Institute and no reasons need be given therefore.

2. Commercial or Legal Conditions of the bid

2.1 The rates quoted should preferably be net, inclusive of all taxes and duties, packing, forwarding, freight, Insurance and all other incidental charges. In case these charges are quoted extra in addition to the quoted rates, the amount thereof or advolerum rate must be specified. Packing, forwarding, freight, entry tax etc., when quotes separately are reimbursable at actuals. If external agencies are employed, their receipts must be enclosed with the invoice.

2.2 Duties and Taxes are to be quoted separately. Advolerum rates thereof should be clearly indicated with reference to the relevant Acts and Rules. Entry Tax, if any paid, shall be reimbursed on production of proof. Entry Tax should be shown as a separate component.

It may be noted that the Institute is exempted from paying Excise Duty vide Government Notification No. 10/97 dated 01.03.1997 [Registration No.: TU/V/RG-CD(227)/2001, dated 10.12.2001]. The Institute is not authorized to issue C or D forms. CST and VAT may be charged at applicable rates.

2.3 Conditional discount, if any, offered by the bidder shall not be considered at the time of evaluation.

2.4 The goods offered should strictly conform to the specification and technical details mentioned in *annexure-A*.

2.5 The Institute may like to conduct pre-dispatch inspection of goods, where applicable.

2.6 The bid is to be accompanied with "Bid Security" (*Earnest Money*) for an amount stated in the pt. no 9 in enquiry, which may be enclosed, in the form of Account

Payee Demand Draft, Fixed Deposit Receipts, Banker's Cheque or unconditional Bank Guarantee en-cashable on demand from the Director, NIT, Rourkela from any Commercial Bank with validity period of forty-five days beyond the final bid validity period. The bid security shall be in favour of the Director, NIT, Rourkela. The bid security shall be forfeited, if the bidder withdraws during the bid validity period.

- 2.7 **Performance Security:** The successful bidder has to furnish "Performance Security" for an amount specified in the enquiry (pt. no. 10), in the form of Account Payee Demand Draft, Fixed Deposit Receipts and/or unconditional Bank guarantee en-cashable on demand from the Director, NIT, Rourkela, from a Commercial Bank with validity period of 60 days beyond the date of completion of all contractual obligations of supplier including guarantee/ warranty obligations. The Performance Security is to be furnished in favour of the Director, National Institute of Technology, Rourkela, within ten days of intimation, failing which his bid security will be forfeited.

Alternatively, fixed percentage of the cost of the stores as stated in the enquiry may be retained by the Institute in its Maintenance Fund towards performance security, which will be released six months after the completion of warranty period.

- 2.8 **Penalty for delay in commissioning:** The schedule to be given for testing and acceptance and/or delivery and installation at site is to be strictly adhered to in view of the strict time schedule for implementation of various projects of the Institute as time is essence of the contract.
Any unjustified and unacceptable delay in delivery beyond the delivery schedule as per Purchase order (which shall not be less than 30days from the date of issue of purchase order) **shall render the vendor liable for liquidated damages by way of penalty at the rate of 1.5% (one and one half percent) per week subject to a maximum of TEN weeks** and thereafter the Institute holds the option for cancellation of the order of pending supply and procure the same from any other vendor and invoke the Bank Guarantee of the vendor. The Institute may deduct such sum from any moneys in their hands due or to become due to vendor. The payment or deduction of such sums shall not relieve the vendor from his obligations to complete the process of commissioning or from his other obligations and liabilities under the contract.

- 2.9 The successful bidder may be required to execute a contract, where applicable.
- 2.10 The bidder has to furnish up to date VAT and Income Tax Clearance Certificate along with the bid.

2.11 Payment Terms

- (i) **Payment (90%) will be made by Account Payee Cheque/Bank Draft, within 30 days after successful completion of installation and necessary configuration (mentioned in Annexure-A) of solidworks. Remaining 10% will be released after completion of training.**

- (ii) A pre-receipted bill shall be submitted in duplicate in the name of NIT, Rourkela at the location mentioned in the purchase order. It shall be done soon after the delivery and installation of the items along with a copy of the duly received delivery challan and original excise duty gate pass, if any.
- (iii) In case there is a price reduction in service components during the contract period, then the vendor will pass on all such benefits to NIT, Rourkela without claiming by the Institute.
- (iv) Packing list must be put in all packets during time of delivery.

2.12 The bid document/resultant contract will be interpreted under Indian Laws.

2.13 Effect and validity of offer

- (a) The submission of any offer connected with these specifications and documents shall constitute an agreement that the firm shall have no cause of action or claim, against the Institute for rejection of their offer. The Institute reserves the right to reject or accept any offer or offers at its sole discretion and any such action will not be called into question and the firm shall have no claim in that regard against the Institute.
- (b) The offer shall be kept valid for acceptance for a minimum period of 180 days from the date fixed for opening of tenders.
- (c) The rates quoted by the bidder shall be fixed up to the validity period. Any hidden charges which is revealed anytime during the validity period or during installation and implementation of requirement mentioned in *annexure-A* incorporation with existing system will completely bourn by the vender.
- (d) The offer shall be deemed to be under consideration immediately after they are opened. While the offer is under consideration, if necessary, the Institute may obtain clarification on the offers by requesting for such information from any or all the firms by either in writing or through personal contacts as may be considered necessary. Firm shall not be permitted to change the substance of their offer after the tender has been opened.
- (e) All the terms and conditions for the supply, testing and acceptance, payment terms, penalty etc. shall be as those mentioned herein and no change in the terms and conditions will be acceptable. In case of alterations, if any, in the tender bid shall be attested properly by the firm, failing which the tender is liable to be rejected.
- (f) The Institute shall not be responsible for any delay in submission of the tender bids. The offers submitted by fax or email with unsigned tenders would not be considered as a valid offer and not considered. No further correspondence will be entertained on this matter.
- (g) In the event, the vendor's company or concerned division of the company is taken over/merged into another company, all the obligations under the agreement with the Institute shall be passed on to the new company/division for compliance by the new company on the negotiations.
- (h) If the name of the product is changed for describing substantially the same product in a renamed form, then all techno- financial benefits agreed, with respect to the original product shall be passed on to the Institute and the obligations of the vendor towards the Institute in respect to the product with old name shall be passed on to the product so renamed.

- (i) The Registration Nos. / PAN No. of the firm allotted by the Sales Tax / Service Tax /Income Tax authorities, shall invariably be given along with relevant documents.
 - (j) In case the Institute sees that the market rates have come down from the time when rates were finalized in the rate contract/order or there is a need for selection of new system configuration based on market trends, the Institute, may ask the technically short listed vendors to requote the prices and the vendor shall be selected on the basis of procedure given earlier.
 - (k) The Institute reserves the right to award the contract to any of the bidders irrespective of not being lowest, taking into consideration of the interest of the Institute and in this respect, the decision of the Institute shall be final.
- 2.14 **Acceptance of tender:** The tender shall be processed as per standard procedures. The Institute, however, reserves the right to reject any tender without disclosing any reason. The Institute would not be under obligation to give any clarifications to those vendors whose tenders have been rejected, unless otherwise decided or covered under the provision of the Right to Information Act, 2005.
- 2.15 **Right to modify the requirement:** The categories of items and quantity will be as per requirements. NIT, Rourkela reserves the right to increase or decrease the quantity or delete some or all of the items depending on the needs of the Institute without assigning any reasons.
- 2.16 **Arbitration:** In the event of any question, dispute or difference arising under these conditions 'Instructions' or in connection with this contract the same shall be referred to the arbitration of a sole arbitrator, to be appointed by Director, NIT, Rourkela or his nominee. The award of the arbitrator shall be final and binding on the parties to this contract. The arbitration shall be held at the NIT, Rourkela. The proceedings of arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments thereto, and both the parties to this contract shall bear the cost of arbitration equally. If differences persist even after arbitration and there are compelling reasons to go to the court, it will be decided in the court of Rourkela only.
- 2.17 **Right to award the contract:** The Institute reserves the right to award the contract to any of the bidders irrespective of not being lowest or to change any of the terms taking into consideration of interest of the Institute and in this respect, the decision of the Institute shall be final.

Mr. Snehasish Parhi

Mr. D. K. Purohit

Prof. S. Paria

Prof. D. S. Nimaje

Prof. Ashok Satpathy

Prof. S. K. Das

Prof. S. K. Patra

Prof. S. K. Sahu
Dean, PD, Chairman

Tender document approved.

DIRECTOR,
NIT, Rourkela

REQUIREMENT FOR PURCHASE OF SOLIDWORKS

Please provide a technical compliance sheet for each of the points mentioned against each item being quoted. This should be mentioned chronologically as per the specification details given here.

A. Product:

Academic version of network license for Solidworks software with following details.

Sl. No.	Items	Qty	Specification
1.	Solidworks Education Edition software bundle	300 users	It should include following:- 1. Network based academic license for each of the following products (a) Solidworks Premium software (b) Solidworks Simulation Premium (c) Solidworks Motion (d) Solidworks Flow Simulation 2. Complete curriculum, including a teacher guide and student guide and interactive courseware.
2.	Solidworks Education Edition software bundle with research license	1	Network based academic research license for each of the following products (a) Solidworks Premium software (b) Solidworks Simulation Premium (c) Solidworks Motion (d) Solidworks Flow Simulation
3.	Subscription	NA	Software subscription for a period of 4 years .
4.	Training	NA	Training should be for two week for 10 faculty members at company's training center (minimum two different batches).

B. others:

Sl. No.	Items	Specification
1.	Taxes	All necessary taxes except entry tax should be included in quotation.
2.	Delivery Schedule	6 weeks maximum
