

Malaviya National Institute of Technology Jaipur

Jawahar Lal Nehru Marg, JAIPUR-302017 (Rajasthan)

**Ministry of Education
(Government of India)**



Single Tender Enquiry

for

Procurement of Design Builder Version 7 Software

NIT Number: F5(3)ST/MNIT/ARC/2021

Date:23.12.2021

MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY
JLN MARG, JAIPUR-302017

To,

M/s IT Power Private Limited
1119, Ansal Tower, 38, Nehru Place,
New Delhi – 110019 (India)
E-mail: designbuilder@itpower.co.in

Sub: Invitation for Quote for the Purchase of TCAD Software

Registrar, Malaviya National Institute of Technology Jaipur invites Quote from M/s IT Power Private Limited, 1119, Ansal Tower, 38, Nehru Place, New Delhi – 110019 (India) The hard copy of your offer is required to be submitted positively to this institute. The hard copy is to be addressed to the office of Deputy Registrar (Stores & Purchase) MNIT, JLN Marg, Jaipur -302017. This hard copy is to be submitted at the aforesaid address on or before dt. 12.01.2022 The Important information related to tender are as follows:

Sr No	Item Name	Quantity
01	Engineering Pro (Simulation, Visualisation, Daylighting, HVAC, Cost, LEED, Optimisation, Scripting, CFD) with 3 Years & 1 user package. For Educational / Research Purpose	01 Nos.

1. The bids should contain the following document:

- i. Detailed technical product catalogue.
- ii. Bidder should be the manufacturer / authorized dealer. In case bidder submitted the bid on behalf of OEM than Letter of Authorization from original equipment manufacturer (OEM) specific to the tender enquiry should be enclosed (as per Annexure A).
- iii. A certificate from OEM to the affect that the said good/software is a proprietary item
- iv. A certificate to the affect that the price quoted by you is the lowest and not more than the price quoted to other Educational Institutes in India.
- v. A certificate to the affect that your firm has not been Black Listed/De Listed or put to any Holiday by any Institutional Agency/ Govt. Department/ Public Sector Undertaking in the last three years.
- vi. List of industrial and educational establishments where the items enquired have been supplied must be provided.

- vii. Previous Purchase Order's.
- viii. Declaration of Local Content (as per Annexure B)

2. **Validity:** The validity of the offer shall remain valid for 90 days from the date of submission of the offer.
3. **Award of Contract** MNIT, Jaipur shall award the contract to the bidder whose bid has been accepted and determined as responsive.
4. **Installation:** The supplier is required to do the installation and demonstration of the equipment / software within two weeks of the arrival of materials at the MNIT Jaipur, site of installation.
5. **Payment Terms:** For Indigenous supplies, 100% payment shall be made by the Purchaser against delivery, inspection, successful installation, commissioning and acceptance of the equipment at MNIT Jaipur in good condition and to the entire satisfaction of the Purchaser and on production of unconditional performance bank guarantee
 - i. GST Deduction at source as per Order/ notification of the Govt.
 - ii. GST No of MNIT Jaipur is **08AAAJM0351L1Z6**
 - iii. HSN/SAC No of the items must be clearly mentioned in the quotation along with GST No.
 - iv. As per Notification No. 45/2007- Central Tax (Rate) dated 14.11.2017 and 47/2017- Integrated Tax (Rate) dated 14.11.2017, issued by Ministry of Finance, MNIT Jaipur will avail 5% GST rate, on the items, as mentioned in the Notification.
 - v. MNIT Jaipur is exempted from paying custom duty under notification No.51/96 (partially or full) and necessary "Custom Duty Exemption Certificate" can be issued after providing following information and Custom Duty Exemption Certificate will be issued to the shipment in the name of the Institute, no certificate will be issued to third party:
6. **Defective Equipment:** If any of the equipment supplied by the Supplier is found to be substandard, refurbished, un-merchantable or not in accordance with the description/specification or otherwise faulty, the committee will have the right to reject the equipment or its part. The prices of such equipment shall be refunded by the Supplier with 18% interest if such payments for such equipment have already been made. All damaged or unapproved goods shall be returned at suppliers cost and risk and the incidental expenses incurred thereon shall be recovered from the supplier. Defective part in equipment, if found before installation and/or during warranty period, shall be replaced within 7 days on receipt of the intimation from this office at the cost and risk of supplier including all other charges. In case supplier fails to replace above item as per above terms & conditions, MNIT Jaipur may consider "Banning" the supplier.

7. **Liquidated Damages (L.D):** If a supplier fails to execute the order in time as per the terms and conditions stipulated therein, it will be open to the purchaser to recover liquidated damages for delay in delivery and installation from the supplier at the rate 0.5% of the value of the order per week subject to a maximum of 10% of the total order value. The L.D charges can be increased in case of gross violation of the Purchase Order terms as decided by the Director of the Institute.
8. **Cancellation:** MNIT Jaipur reserves the right to accept or reject or cancel any or all enquiries or quotations at any stage without assigning any reason thereof.
9. In reference to the Govt. of India fresh initiative “Atmanirbhar Bharat” only items with minimum 20% domestic value addition / local content can participate in public procurement unless global bid are invited. Also items with more than 50% local content will get purchase preference over other items.

Local content means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent. Bidder has to mention whether they fall in Class-I local supplier, Class-II or Non – Local supplier.

Class-I local supplier, means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%.

Class-II local supplier, means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%.

Non-Local supplier, means a supplier or service provider, whose goods, services or works offered for procurement. Has less than or equal to 20%.

Verification of Local Content:-

The Class-I local supplier / Class-II local supplier, shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for Class-I Local supplier / Class-II local supplier, They shall also give details of the locations (s) at which the local value addition is made.

The above mentioned documents at Sl. 1. (i), (ii) are to be submitted along with bid positively.

10. All disputes are subject to Jaipur jurisdiction.

Deputy Registrar (S&P)

MANUFACTURERS' AUTHORIZATION FORM

[The Tenderer shall require the Manufacturer to fill in this Form in accordance with the Instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer].

Date: [insert date (as day, month and year) of Bid Submission] Tender No.: [insert number from Invitation for Bids]

To: [insert complete name and address of Purchaser]

WHEREAS

We [insert complete name of Manufacturer], who are official manufacturers of [insert type of goods manufactured], having factories at [insert full address of Manufacturer's factories], do hereby authorize [insert complete name of Tenderer] to submit a bid the purpose of which is to provide the following Goods, manufactured by us [insert name and or brief description of the Goods], and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with the Terms and Conditions, with respect to the Goods offered by the above firm.

Signed: [insert signature(s) of authorized representative(s) of the Manufacturer]

Name: [insert complete name(s) of authorized representative(s) of the Manufacturer] Title: [insert title]

Duly authorized to sign this Authorization on behalf of: [insert complete name of Tenderer]

Dated on _____ day of, [insert date of signing]

DECLARATION OF LOCAL CONTENT

(To be given on Company Letter Head – For tender value below Rs.10 Crores)
(To be given by Statutory Auditor/ Cost Auditor/ Cost Accountant/ CA for tender value above Rs.10 Crores)

To,

The Director,

Malaviya National Institute of Technology, Jaipur

Subject: - Declaration of Local Content

Tender Reference No:

Name of Tender/Work: _____

1. Country of Origin of Goods being offered: _____
2. We hereby declare that items offered has _____% local content.

“Local Content” means the amount of value added in India which shall, be the total value of the item being offered minus the value of the imported content in the item (including all customs duties) as a proportion of the total value, in percent.

“*False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.”

Yours faithfully,

(Signature of the bidder, with Official Seal)