



**MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY JAIPUR
JAIPUR – 302017 (RAJASTHAN)**

Phone: 0141-2713312
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TENDER DOCUMENT

F 5 (78) ST/ MNIT/ 2011

TITLE

TURNKEY PROJECT

FOR ESTABLISHING

CENTRE OF EXCELLENCE FOR DESIGN

Tender Issued to:

M/s

.....

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Date

Asstt. Registrar (Stores and Purchase)

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SECTION - I

NOTICE INVITING TENDER FOR TRUNKEY PROJECT FOR ESTABLISHING CENTRE of EXCELLENCE FOR DESIGN

1. Malaviya National Institute of Technology Jaipur invites tenders from Original Equipment Manufacturers (OEM) or the Authorized Partners of OEM of respective Hardware & Software for the supply and installation of **"Software & Hardware for Centre of Excellence for Design"** required for the Institute as per bill of material given in **Schedule "A"** of this tender document with detailed specifications as given in **Annexure - I**.
2. **Eligibility Criteria**
 - a) Vendor should have successfully completed works / supply and installation of similar type of Hardware and Software of value equal not less than Rs. 1 Crore in last 5 years in India. Proof supported by Purchase Orders or Completion Certificate should be submitted alongwith the tender.
 - b) Vendor should have turnover of more than Rs. 20 crore in last three years. Proof for the same should be submitted along with the tender.
 - c) Vendor should have existing customer with more than 100 plus users of any tendered item.
3. Tender documents can be downloaded from the Institute website www.mnit.ac.in.
4. The Last date for the submission of tender is **1500 hours on 8 Feb 2012. The bids are to be addressed to Asstt. Registrar (Stores and Purchase), MNIT Jaipur, JAIPUR 302017.**
5. Technical bids shall be opened same day at **1600 hours on 8 Feb 2012.**

Asstt. Registrar (Stores and Purchase)

SECTION - II

A. INSTRUCTIONS TO THE BIDDERS

1. DEFINITIONS

- 1.1** "MNIT / The Buyer" means the Malaviya National Institute of Technology Jaipur.
- 1.2** "The Bidder / Vendor" means the individual or firm who participates in this tender and submits its bid.
- 1.3** "Project Leader MNIT" means the MNIT executive responsible for signing all documents from MNIT side and shall coordinate all the activities of the project with the bidder / contractor.
- 1.4** "The Supplier / Contractor" means the individual or firm taking up the work as defined under the Notice Inviting Tender.
- 1.5** "The Works Order" means the order placed for the supply, installation, testing & commissioning of systems / works by the Buyer on the Contractor signed by the Buyer including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.6** "The Purchase Order / Supply Order" means the order placed for the supply of items by the Buyer on the Supplier signed by the Buyer including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.7** "The Contract" means the agreement signed between the Buyer and the Contractor as per the terms and conditions contained in the Works Order / Purchase Order as per Service Level Agreement (SLA).
- 1.8** "The Contract Price" means the price payable to the Contractor under the Works Order / Purchase Order for the full and proper performance of its contractual obligations.
- 1.9** "Non-responsive Bid" means a bid, which is not submitted as per the instructions to the bidders or Earnest Money Deposit has not been attached, or the required data has not been provided with the Bid or intentional errors have been committed in the Bid.

2. ELIGIBILITY CRITERIA

- 2.1** Earnest Money Deposit (EMD) of value of Rs. 10,00,000/- (Rupees Ten Lacs only) in the form of Bank Draft in the name of **Registrar, MNIT Jaipur** payable at Jaipur. (**Note:** Cash shall not be accepted).
- 2.2** Valid Sales Tax / VAT Registration number.
- 2.3** Proof of execution of supplies / works executed in the last 5 years, to Government Departments or Public Undertakings or Private sectors (with in India). The firm should have executed in the last 5 years an Order of Rs. 1 crore or more in single orders.
- 2.4** The bidder should have Turn Over of more than Rs. 20 crore per annum for last three years (Attach Certified Balance Sheet) with flagged turn over amount.

- 2.5 The bidder should attach a valid authorization letter from OEM of items given in schedule "B" of the Tender Document to quote and support the system at MNIT Jaipur.
- 2.6 The bidder must be OEM or have an OEM Authorized Service /Support /Training Centre for quoted items.
- 2.7 The bidders should have qualified support staff (information on the qualification of the staff is to be attached in the format attached in the NIT). Necessary proof in support of their claim shall be submitted.
- 2.8 Articles of Memorandum of Association or Partnership Deed or proprietorship deed as the case may be.
- 2.9 Acceptance of all tender conditions in the format enclosed as Annexure-II of the tender document.

3. COST OF BIDDING

- 3.1 The Bidder shall bear all costs associated with the preparation and submission of the bid. The Buyer, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. THE BID DOCUMENTS

4. BID DOCUMENTS

- 4.1 The required materials, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Documents include-

(1)	Section- I	:	(Notice Inviting Tender)
(2)	Section- II	:	(Instructions to Bidders)
(3)	Section- III	:	(General Terms & Conditions of the Contract)
(4)	Section- IV	:	(Special Conditions of the Contract)
(5)	Schedule – A	:	Bill of Material
(6)	Annexure-I	:	(Specification of the equipment & Compliance Statement)
(7)	Schedule – B	:	Price Schedule
(8)	Annexure-II	:	(Acceptance Letter)
(9)	Annexure-III	:	(Performance Bank Guarantee)
(10)	Annexure-IV	:	(RTGS/NEFT FORM)
(11)	Letter Format	:	Letter to be attached with the technical Bid (Annexure I point 5)
(12)	Letter Format	:	Letter to be attached with the Financial Bid

5. AMENDMENTS TO BID DOCUMENTS

- 5.1 At any time, prior to the date of submission of bids, the Buyer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.
- 5.2 The amendments shall be notified in writing or by Fax to all prospective bidders on the address intimated at the time of purchase of bid document from the Buyer and these amendments will be binding on them.

C. PREPARATION OF BIDS

6. DOCUMENTS COMPRISING THE BID

The bid prepared by the bidder shall be in two parts to be submitted as per **Para D** of this Section. Each part to contain the following components:

6.1 Technical Bid for provision of "Name of the work as given in Schedule-A" as Turnkey project for establishing the Centre of Excellence for Design consisting of the following documents.

6.1.1 Technical Bid Form.

6.1.2 Documentary evidence established in accordance with **Clause 2.2 and Clause 8 of this section** that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.

6.1.3 Earnest Money Deposit in accordance with **Clause 5 of Section-III**.

6.1.4 Compliance Statement as per **Annexure I**.

6.2 Financial Bid for provision of "Name of the work as given in Schedule-A" Turnkey project for establishing the Centre of Excellence for Design consisting of the following documents and filled as per clause 7.

6.2.1 Financial Bid form as per Schedule –B

6.2.2 Price Schedule: Price Schedule furnished in the Bid Documents, indicating the Items to be supplied, a brief description of the Items, quantity and price as per Schedule-B. The bidder shall quote the rates in English language and international numerals. The rates shall be in whole numbers. The rates shall be written both in figures as well as in words.

7. BID PRICES

7.1 The bidder shall give the total composite price F.O.R. MNIT Jaipur inclusive of all levies and taxes, packing forwarding, freight & insurance etc. The basic unit price and all other components of the price need to be individually indicated against the works under the contract as per price schedule given in **Schedule 'B'**. The offer shall be firm in Indian Rupees only.

7.2 Prices indicated on the Price Schedule shall be entered in the following manner:

7.2.1 The total unit price of the Items should include Insurance, Freight forwarding, packing and any other charges as applicable and the discount if applicable.

7.2.2 Sales tax, Service Tax, any other taxes applicable shall be quoted item wise.

7.2.3 Each Bidder should submit only one product and one price for each item. Offering products with options of more than one brand or multiple models of the same brand against one item or changing the nomenclature from the specified nomenclature in price schedule shall make the technical/ financial bid of the vendor invalid and such offers shall be rejected at technical/financial stage wherever such defaults are noticed.

7.2.4 The bidder shall quote as per price schedule given in **Schedule 'B'** for all the items as per specifications in **Annexure I**.

7.3 The prices quoted by the bidder shall remain firm during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

7.4 The price approved by the MNIT for procurement will be inclusive of packing, forwarding, freight and insurance as mentioned in **Clause 7.1** above.

- 7.5 Sales Tax, Service Tax and other taxes shown separately as per **Clause 7.2.2** are for the information of the Buyer, and if any changes in these by State / Central Govt happens to be there, that shall be bearing effect on the price during the scheduled period of delivery and shall be acceptable to MNIT.
- 7.6 All levies and taxes should be clearly quoted. Ambiguous terms such as "Taxes as applicable" or "as per actual" etc. shall be considered as incomplete offers and dealt with as per clause 7.3 above and 21.2 of section-II.
- 7.7 Post bid offer discount, if any, offered by the bidders shall not be considered. Bidders' planning to offer discount shall, therefore, modify their offers suitably while quoting and shall quote clearly net price taking into account discount, free supply, etc. However, such discounts from the firm declared as L1 on the basis of financial bid, post bid negotiations, if any shall be considered and such negotiated offer when agreed by MNIT & the bidder shall form a part of the Financial Bid in writing.

8. DOCUMENTS ESTABLISHING ITEMS CONFORMITY TO BID DOCUMENTS

- 8.1 Pursuant to **Clause 6**, the bidder shall furnish, as part of his bid, documents establishing the conformity of his bid to the Bid document of all Items and services, which he proposes to supply under the Contract.
- 8.2 The documentary evidence of the Items and services in conformity to the Bid Documents shall be in the form of literature, drawings and data that the Bidder shall furnish. These shall be attached as Annexure to the Compliance Statement as per **Clause 8.3 below**.
- 8.3 Compliance Statement in Annexure-I shall be in the format given below. Compliance Statement shall be one of the **two statements** viz. "**Complied**" or "**Not complied**". No other remark or comment will be accepted.

Sl.No.	Specification Ref	Compliance (Complied/Not Complied)

- 8.4 Bidder must attach required technical brochures/literatures/data sheets for all the products asked in the tender to ensure that compliance to all the specifications given in the tender document can be verified. Non-availability of specifications (as mentioned in the tender document) in the brochure/literature will be treated as non-compliance and no clarifications shall be asked or considered in this regard. If bidder fails to submit the required brochures/literatures along with the tender document, it shall be treated as non-compliance and may lead to outright rejection of bid submitted by bidder.
- 8.5 The compliance statement submitted shall be duly supported by technical literature, equipment brochures & other related reports / documents from the OEM. The compliance statement not supported by the documentary evidence shall not be considered. Such bids shall be considered as non-responsive and may result in rejection on technical grounds.
- 8.6 The products offered by the bidder shall be supported and a letter from the prospective supplier in writing that the product offered is available in the market and will be supplied without any change in specifications & model during the currency of the contract shall be required.
- 8.7 The product/configuration offered by the bidder must be standard and proven. Bidder shall submit a list of clients/locations where similar product/configuration is available. MNIT, if so desire, may visit these locations to verify that all the specifications and operational

requirements are met as mentioned in the tender document. Any non-compliance observed during such visits shall lead to rejection of bid.

9. PERIOD OF VALIDITY OF TENDER (BID)

- 9.1 The tender (Bid) shall remain valid for a minimum of 90 days from the date of opening of the technical bid. The bidder shall not be entitled, to revoke or cancel the offer or to vary any term thereof, during the said period of validity without the consent in writing of MNIT. In case of the bidder revoking or cancelling the offer or varying any term in regard thereof, the bidder's earnest money deposit shall be forfeited.
- 9.2 In exceptional circumstances, the Buyer may request the bidder's consent for an extension to the period of bid validity. The request and the responses thereto shall be made in writing.

10. FORMATS AND SIGNING OF BID

- 10.1 The Bids shall be typed or printed and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. Written power-of-attorney accompanying the bid shall indicate the letter of authorization. The person or persons signing the bid shall sign all pages of the bid, except for printed literature. The bids submitted shall be in original and sealed properly as specified in **Clause 11**. Standard Printed terms and conditions of the company other than the NIT conditions shall not be considered.
- 10.2 The bid shall contain no interline insertions, erasures or overwriting. Any correction if necessary shall be made by scoring the incorrect figures/words and shall be signed by the person or persons signing the bid.

D. SUBMISSION OF BID DOCUMENTS

11. SEALING AND MARKING OF BIDS

- 11.1 The bidders shall seal and duly mark both the envelopes separately as '**TECHNICAL BID FOR** "Name of the work as given in Schedule-A" Turnkey project for establishing the Centre of Excellence for Design and '**FINANCIAL BID FOR** "Name of the work as given in Schedule-A" Turnkey project for establishing the Centre of Excellence for Design and submit them in a common outer envelope addressing clearly as 'TENDER TO BE OPENED BY ADDRESSEE ONLY.
- 11.2 The inner and outer envelopes shall be addressed to Buyer at the following address:
- Assistant Registrar (Stores and Purchase),
Malaviya National Institute of Technology Jaipur
JLN Marg, Jaipur – 302017
Fax: 0141-2529029, 0141-2713312/3352**
- 11.3 The inner and outer envelopes shall bear (Turnkey project for establishing the Centre of Excellence for Design), the tender number and the words '**DO NOT OPEN BEFORE' (Feb 08, 2012)**'.
- 11.4 The inner and outer envelopes shall indicate the name and address of the bidder.
- 11.5 Tenders shall either be sent by Registered Post or delivered in person. The responsibility for ensuring that tenders are delivered in time would rest with the bidder.
- 11.6 Bids shall be delivered to the addressee as given in clause 11.2 on or before 1500 hours on Feb 06, 2012. The Buyer shall not be responsible if the bids are delivered elsewhere.

- 11.7** If both the outer and the inner envelopes are not sealed and marked as required by **Clause 11.1 and 11.2** the Buyer shall not accept such open bids for evaluation.

12. SUBMISSION OF BIDS

- 12.1** The Buyer at the address specified under **Clause 11.2** not later than the prescribed time on due date shall receive bids.
- 12.2** The Buyer may, at its discretion extend this deadline for the submission of the bids by amending the bid documents in accordance with **Clause 5** in which case all rights and obligations of the Buyer and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 12.3** The bidder shall submit his bid offer only in the bid documents purchased by him. No separate documents shall be acceptable. Only relevant attachments, if any other than the tender document, shall be listed out for reference.

13. LATE BIDS

- 13.1** Any bid received by the Buyer after the deadline for submission of bids prescribed by the Buyer pursuant to **Clause 12**, shall not be opened and retained with the Buyer. However, the unopened bid can be returned to the bidder on written request.

14. CORRECTIONS / MODIFICATIONS AND WITHDRAWAL OF BIDS

- 14.1** The bidder may modify or withdraw his bid after submission provided that the Buyer prior to the deadline receives the written notice of the modification or withdrawal prescribed for submission of bids.
- 14.2** The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid submission in accordance with the provision of **Clause 11**. A withdrawal notice may also be sent by hand in deadline time. Not later than the deadline for submission of bids.
- 14.3** The person signing the bid shall sign with date all changes, alterations & corrections in the bid. No erasure and / or over writings are permissible.
- 14.4** Subject to **Clause 16**, no bid shall be modified subsequent to the deadline for submission of bids.

E. BID OPENING AND EVALUATION

15. OPENING OF TECHNICAL BIDS:

- 15.1** The Buyer shall open Technical Bids on the Tender Opening Time and Date in the presence of bidders or his authorized representatives who choose to attend on opening date and time. The Bidder's representatives, who are present, shall sign the tender opening register. The bidder shall submit authority letter to this effect before they are allowed to participate in bid opening.
- 15.2** Maximum of two well-informed representatives of each eligible bidder only shall be allowed to attend the opening of the bids.
- 15.3** Representative whose bid is not opened cannot attend the tender opening.

16. CLARIFICATION / CONFIRMATION OF COMPLIANCE OF BIDS

16.1 To assist in the examination, evaluation and comparison of bids the Buyer may, at its discretion ask the bidder for the clarification / confirmation of compliance of its bid. The request for clarification / confirmation of compliance and the response shall be in writing. However, no post bid clarification / confirmation of compliance at the initiative of the bidder shall be entertained.

16.2 It may be noted that only the written enquires / clarifications shall be responded by written responses and no verbal / telephonic enquiry shall be entertained during the tender process.

17. EVALUATIONS AND COMPARISON OF SUBSTANTIALLY RESPONSIVE TECHNICAL BIDS:

17.1 The Buyer shall evaluate in detail the Technical Bids and determine whether the bid complies with all the Qualitative Requirements (QRs). A short-list of bidders qualifying technically shall be drawn and thereafter these short-listed bids shall be treated at par for the purpose of financial comparison. In case deviations are necessary on technology up-gradation all the bidders qualifying technically shall be given an opportunity to revise Financial Bids by way of submitting supplementary Financial Bids. Only technically successful bids will be considered for financial bid opening.

18. OPENING OF THE FINANCIAL BIDS:

18.1 Financial Bids of those vendors who qualify technically shall be opened in the presence of the Bidder's representatives who choose to attend. Time and date of opening shall be notified in writing through Post, FAX, and/or Email.

18.2 The bidder shall issue authority letters to their representatives to attend the opening of financial bids.

18.3 A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.

18.4 The comparison for evaluation shall be of the total cost of the bid inclusive of all Taxes, Levies and Charges. A short list of first three lowest bidders in ascending order shall be drawn and named L1, L2 and L3.

18.5 The Bidder's names, Bid prices, modifications, bid withdrawals and such other details as the Buyer, at its discretion, may consider appropriate; will be announced at the opening.

19. CONTACTING THE BUYER

19.1 Canvassing in any form in connection with the tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing are liable for rejection. Such rejected tenders will not be returned.

19.2 No bidder shall try to influence directly or through external source, the Buyer on any matter relating to its bid, from the time of publication of NIT till the time the contract is awarded.

19.3 Any effort by a bidder to influence the Buyer in the bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid, and such actions will be considered as bad performance for future Projects.

20. AWARD OF CONTRACT

20.1 The acceptance of the tender will be intimated to the successful bidder by MNIT, either by fax or by letter.

20.2 MNIT shall be the sole judge in the matter of award of contract and decision of MNIT shall be final and binding.

21. RIGHT TO ACCEPT OR REJECT THE TENDERS

21.1 The right to accept the tender in full or in part/parts will rest with MNIT. However, MNIT does not bind itself to accept the lowest tender and reserves to it-self the authority to reject any or all the tenders received without assigning any reason whatsoever.

21.2 Tenders not accompanied with prescribed information or are incomplete in any respect, and/or not meeting prescribed conditions, shall be considered non-responsive and are liable to be rejected.

21.3 The Buyer reserves the right to accept or reject any bid or a part of the bid or to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Buyer's action.

21.4 Pursuant to Clause 21.3 the documentation submitted by bidder shall not be returned unless the bidder explicitly states this request at the time of submission of the tender. MNIT also reserves the right at its sole discretion not to award any order under the tender called. MNIT shall not pay any costs incurred in the preparation and submission of any tender.

21.5 If the bidder gives wrong information in his Tender, MNIT reserves the right to reject such tender at any stage or to cancel the contract, if awarded, and forfeit the Earnest Money.

21.6 Tenders that are not accompanied with Earnest Money Deposit (EMD) shall be rejected outright.

21.7 Should a bidder have a relation or relations employed in MNIT in the capacity of an officer, the authority inviting tender, shall be informed. In the event of failure to inform and in a situation where it is established that the relation or relations employed in MNIT has / have tried to influence the tender proceedings then MNIT at its sole discretion may reject the tender or cancel the contract and forfeit the Earnest Money.

21.8 The requirements indicated in this NIT are the minimum and bids of the firms not complying with these minimum requirements or having deviations equivalents to the minimum requirements shall be rejected. However, higher than the minimum requirements shall be technically acceptable without any additional financial implication.

21.9 Any correspondence after the opening of the technical bid, from the bidder, regarding the bid unless specifically sought by MNIT shall not be considered. Such post bid offers / clarifications may be liable for action as per clause 19 above.

22. ISSUE OF WORKS ORDER

22.1 The acceptance of the tender will be intimated to the successful bidder by MNIT, either by fax or by letter.

22.2 The issue of a Works Order / Purchase Order shall constitute the intention of Buyer to enter into the contract with the bidder.

22.3 Acceptance of the Works order / Purchase Order will be deemed as effective from the date of issue of Works Order / Purchase Order. All formalities of submission of the Contract Performance Bank Guarantee in pursuant to clause 6 of section-III of NIT in the format attached Annexure III and signing of the contract shall be completed within 30 days of the Work Order.

22.4 MNIT shall be the sole judge in the matter of award of contract and decision of MNIT shall be final and binding.

23. SIGNING OF CONTRACT:

23.1 The issue of Works Order / Purchase Order shall constitute the award of contract on the bidder. The signing of the Contract shall be completed within 30 days of the acceptance of the Works Order / Purchase Order.

24. ANNULMENT OF AWARD

24.1 Failure of the successful bidder to comply with the requirement of Clause 23 shall constitute sufficient ground for the annulment of the award and forfeiture of the EMD in which event the Buyer may make the award to any other bidder at his discretion or call for new bids.

25. QUALITY ASSURANCE REQUIREMENTS

25.1 The supplier shall submit copies of Valid Certificates to ensure that all works comply with standards specified in the QRs.

26. TRANSFER OF TENDER DOCUMENT

26.1 Transfer of Tender Documents by one bidder to another is not permissible. Similarly transfer of tenders submitted by one bidder in the name of another vendor is not permissible.

27. CONTRACT MONITORING

27.1 The buyer shall hold regular contract monitoring meetings after the award of the contract to monitor the performance and implementation of the contract.

27.2 First such meeting shall be hold within one week of award of the contract. The date and time of such meeting shall be intimated to the contractor / supplier by fax. / Post and/or email. The date and time of subsequent meetings shall be decided and recorded in previous meetings.

27.3 The proceedings of each meeting shall be recorded and both MNIT and the contractor shall initiate action as required towards successful completion of the project promptly. Project review meetings shall be with reference to milestone and contract performance analysis.

SECTION - III

A. GENERAL TERMS & CONDITIONS OF THE CONTRACT

1. PURPOSE & SCOPE

- 1.1 This document sets out the terms & conditions to be met in connection with the provision of "Name of the work as given in Schedule-A" turnkey project for establishing the Centre of Excellence for Design to MNIT for the work as per details given in the notice inviting Tender with specifications in Annexure-I.
- 1.2 This tender document includes details like quantity, delivery, installation, commissioning and integration (including Operating system & other software as tendered for) & support services for maintenance, etc.
- 1.3 The hardware & software supplied against this tender must include all the modules, sub modules and items required for installation, smooth performance and crash recovery of the software such as installation kit, CDs, Software Manuals, hardware sub-systems etc.

2. COMPLIANCE

- 2.1 The unconditional acceptance of all the terms & conditions of the NIT has to be submitted through a letter. The format of the letter is attached at Annexure-II.
- 2.2 The submission of the tender will imply acceptance of all the tender conditions by the bidder laid in tender document including all the Annexure(s) & schedules to the tender document.
- 2.3 The compliance to the terms & conditions should be supported by authenticated documentation wherever required.
- 2.4 Each page of the Bid and cuttings / corrections shall be duly signed with stamp by the bidder.
- 2.5 The submission of unconditional acceptance as described above is essential for the tender evaluation. The failure to submit the unconditional acceptance statement in the said format shall result in his tender being rejected.

3. LANGUAGE AND CURRENCY

- 3.1 The bidder shall quote the rates in English language and international numerals. The rates shall be in whole numbers. The rates shall be written in both figures as well as in words. Over writing is not permitted. In case of disparity in figures & words, the rate in words will be considered.
- 3.2 In the event of the order being awarded, the language of all services, manuals, instructions, technical documentation etc. provided for under this contract will be English.
- 3.3 The bidders should quote only in Indian Rupees and the bids in currencies other than Indian rupees shall not be accepted.

4. STANDARD CONDITIONS.

- 4.1 Standard printed conditions of the bidder to the offer, other than the conditions specified here, will not be acceptable.
- 4.2 For the purpose of the tender, the metric system of units shall be used. In the event of any discrepancy, the rates quoted by the bidder in the "Unit item rate" column "A" will be the

correct basis and not the amount worked out by them. Also the rates quoted in words will be the correct basis and not the rate shown in figures.

4.3 All entries in the tender shall either be typed or be in ink. Erasures shall render such tenders liable to summarily rejection. The bidder shall duly attest all corrections, cancellation and insertions.

4.4 Bidder's offers shall be with reference to section and clause numbers given in the tender schedules.

5. EARNEST MONEY

5.1 The Earnest Money Deposit (EMD) amount of `10,00,000/ shall be submitted. The EMD shall be furnished in the form of a crossed bank draft in favour of **Registrar, MNIT Jaipur** payable at **Jaipur** from any scheduled commercial bank.

5.2 The EMD of the technically unsuccessful bidders shall be discharged / returned after the completion of the technical evaluation process.

5.3 The EMD of the unsuccessful bidders other than the lowest three bids shall be discharged/ returned promptly, after evaluation of financial bids.

5.4 The EMD of the unsuccessful bidders other than the lowest bidder shall be returned as soon as the work is awarded.

5.5 The EMD of the successful bidder will be returned after the bidder provides the Performance Bank Guarantee, as required in Para 6 of this section of the tender document.

5.6 The EMD amount shall be forfeited in the following events.

5.7 If the successful bidder fails to enter into a contract with MNIT within 30 calendar days after the receipt of the purchase order / work order as specified under clause 24.1 of section-II.

5.8 If the successful bidder fails to submit the Performance Bank Guarantee as stipulated in clause 6 of section-III with MNIT within 30 calendar days after the receipt of the purchase order / work order.

5.9 In the event of not accepting the conditions of the contract even after agreeing to do so and submitting the letter of un-conditional acceptance of terms as per letter in Annexure-II.

5.10 In a situation referred in clause 21.7 of section –II.

5.11 No interest or any other expenses, whatsoever, will be payable by MNIT on the EMD in any manner.

6. PERFORMANCE BANK GUARANTEE (PBG)

6.1 The successful bidder shall submit an unqualified Contract Performance Bank Guarantee of the value equivalent to 10% (Ten Per cent) of the total Cost of the turnkey project purchase order to MNIT in the form of an irrevocable and unconditional bank guarantee on scheduled commercial bank as per Performa attached as Annexure-III. The guarantee shall be submitted within 30 calendar days of the issue of letter of acceptance of his bid, and will be valid till 90 days after the end of the period of guarantee / warrantee. The EMD is liable for forfeiture and action will be taken as per clause 5.8 of section-III if the Performance Bank Guarantee is not submitted in time as stipulated above.

- 6.2 The Performance Bank Guarantee amount shall be payable to The Registrar, MNIT Jaipur without any condition whatsoever and the guarantee shall be irrevocable.
- 6.3 The Performance Bank Guarantee shall be deemed to govern the following guarantees from the successful bidder, in addition to other provisions of the guarantee:
- 6.4 The Hardware and Software supplied under the contract shall be free from all defects / bugs and upon written notice from MNIT Jaipur, the successful bidder shall fully remedy, free of expenses to MNIT Jaipur, all such defects / bug as developed under the normal use of the said Software within the period of guarantee/Warranty.
- 6.5 The performance bank guarantee is intended to secure the performance of the entire system. However, it is not to be construed as limiting the damages stipulated in any other clause.
- 6.6 The performance bank guarantee will be returned to the successful bidder at the end of the period of liability without interest.
- 6.7 **Penalty** : A complaint registration system would be developed immediately after the contract signing and notified to the contractor by MNIT Jaipur through which students, faculty and staff can register complaints related to maintenance of systems including hardware as well as software.
- 6.8 The Contractor would be required to attend and resolve the complaints within 72 hours. Unsuccessful timely addressing of five such complaints in a calendar month would attract a penalty of 1/36th of the total Performance Bank Guarantee of the turnkey project.
- 6.9 More than 10% of total systems cannot be out of order at any given point of time for reasons other than power outage/natural disaster; every such incidence will attract a penalty of 1/36th of the total performance bank guarantee of turnkey project over and above the penalty for 5 unresolved complaints.
- 6.10 Any leverage to the awarded penalties can be extended by the Director of MNIT Jaipur.

7. CORRESPONDENCE

- 7.1 All correspondence would be directly with the bidder and correspondence through agents will not be entertained.

8. TESTING AND INSPECTION

- 8.1 Post receipt / pre-installation testing shall be performed at the MNIT site at the time of delivery of the equipment and the executive from MNIT Jaipur shall inspect the goods against any physical damage on delivery. He shall also check the goods delivered against the models ordered. The executive from MNIT shall reject the items, which are not delivered as per the contract or any subsequent modifications to the contract, in terms of make & model. The executive from MNIT shall also receive the goods after inspection.
- 8.2 MNIT shall provide the "Site for Centre of Excellence for Design" ready with all pre-requisite infrastructure like Computer Networking, Power Supply with UPS, Furniture, AC, etc. before delivery & installation.

9. POST INSTALLATION ACCEPTANCE TESTING / INSPECTION

- 9.1 This testing / inspection shall be performed after the completion of installation. The inspectors shall verify the component level details during this testing and shall sign the installation report after successful completion of the post installation testing. Defects / shortcomings brought out

in this testing shall have to be attended as per the contract within the permitted time schedule.

9.2 The testing & inspection as per clause 8.1 in any way not relieve the Contractor from any Warranty or other obligations under this contract.

9.3 If any Item or any part thereof, before it is taken over under is found defective or fails to fulfil the requirements of the contract, the consignee shall give the Contractor notice setting forth details of such defects or failure. The Contractor shall make the defective material good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding one month of the initial report. The replacements by the Contractor shall be made free of all charges at site. Should he fail to do so within this time, the Buyer reserves the discretion to reject and replace at the cost of the Contractor the whole or any portion of the items as the case may be, and that is defective or fails to fulfil the requirements of the contract. The cost of any such replacement made by the Buyer shall be deducted from the amount payable to the Supplier.

10. EXTENSION OF TIME

10.1 This work is urgent and hence the completion period as per contract shall be adhered to strictly. However, in case of extraordinary situations which may delay the completion of the project, the contractor shall apply for extension in time in writing to MNIT.

11. COMPENSATION FOR DELAY

11.1 If the successful bidder fails to complete the supply / work within time fixed under the contract, he shall pay to the MNIT without prejudice to any other rights or remedy as may be available to the purchaser, an agreed compensation amount calculated @ $\frac{1}{4}$ % of the total value of the uncompleted portion of the work per week or part thereof subject to a maximum value equal to the value of the Performance Bank Guarantee.

11.2 The amount of compensation for delay and waiver of compensation for delay in case of justified reasons shall be decided at the discretion of Accepting Authority and the same shall be final and binding on the contractor. Time taken by MNIT and local statutory authorities for approval of drawings, design, estimate etc., force majeure reasons and any other reasons beyond control of the contractor shall be considered as justified reasons. The amount of compensation may be adjusted or set off against any sum payable to the contractor under this or any other contract with MNIT.

11.3 Appeal for waiver of compensation for delay with due justification shall be decided by the Director of MNIT Jaipur. The decision of the competent authority (the Director MNIT Jaipur) on appeal shall be final and binding on the contractor.

12. FORCE MAJEURE

12.1 MNIT may grant an extension of time limit set for the completion of the work in case the timely completion of the work is delayed by force majeure beyond the contractors control, subject to what is stated in the following sub paragraphs and to the procedures detailed there in being followed. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, flood, storms etc.), acts of states, the direct and indirect consequences of wars (declared or un-declared), hostilities, national emergencies, civil commotion and strikes (only those which exceed a duration of ten continuous days) at successful Bidder's factory. The successful bidder's right to an extension of the time limit for completion of the work in above-mentioned cases is subject to the following procedures.

12.2 That within 10 days after the occurrence of a case of force Majeure but before the expiry of the stipulated date of completion, the bidder informs the MNIT in writing about the

occurrence of Force Majeure Condition and that the Bidder considers himself entitled to an extension of the time limit. The contractor shall submit the application for extension of time.

- 12.3** That the contractor produces evidence of the date of occurrence and the duration of the force majeure in an adequate manner by means of documents drawn up by responsible authorities.
- 12.4** That the contractor proves that the said conditions have actually been interfered with the carrying out of the contract.
- 12.5** That the contractor proves that the delay occurred is not due to his own action or lack of action.
- 12.6** Apart from the extension of the time limit, force majeure does not entitle the successful bidder to any relaxation or to any compensation of damage or loss suffered.

13. PATENTS, SUCCESSFUL BIDDER'S LIABILITY & COMPLIANCE OF REGULATIONS

- 13.1** Successful bidder shall protect and fully indemnify the MNIT from any claims for infringement of patents, copyright, trademark, license violation or the like.
- 13.2** Successful bidder shall also protect and fully indemnify the MNIT from any claims from successful bidder's workmen/employees, their heirs, dependents, representatives etc. or from any person(s) or bodies/ companies etc. for any act of commission or omission while executing the order.
- 13.3** Successful bidder shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the MNIT from any claims/penalties arising out of any infringements.

14. SETTLEMENT OF DISPUTES

- 14.1** If a dispute of any kind whatsoever arises between the MNIT and the Contractor in connection with, or arising out of the Contract or the execution of the works, whether during the execution of the Works or after their completion and whether before or after repudiation or after termination of the contract, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Executive of MNIT Jaipur or his nominee, the matter in dispute shall, in first place be referred to the Director, MNIT Jaipur, who shall act as the conciliator on the matter. The Conciliator will firstly settle the disputes, failing which any party may invoke arbitration clause.
- 14.2** Unless the Contract has already been repudiated or terminated or frustrated the Contractor shall in every case, continue to proceed with the works with all due diligence and the Contractor and MNIT shall give effect forthwith to every decision of the Executive of MNIT Jaipur or his nominee unless and until the same shall be revised, as hereinafter provided, by the Conciliator or in an Arbitral Award.

15. ARBITRATION AND LAW

- 15.1** Except where otherwise provided for in the contract, all questions and disputes relating to the provisions of this contract shall be settled under the Rules of Indian Arbitration and Conciliation Act, 1996, within thirty (30) days (or such longer period as may be mutually agreed upon from the date that either party notifies in writing that such dispute or disagreement exists. The Director, MNIT Jaipur shall appoint the single Arbitrator for settlement of any dispute with regard to this contract. The venue of Arbitration shall be Jaipur, India. The arbitration resolution shall be final and binding upon the parties and judgment may be entered thereon, upon the application of either party, by any court having jurisdiction.

16. INDIAN LAWS SHALL GOVERN THIS CONTRACT

17. TERMINATION FOR DEFAULT & RISK PURCHASE

17.1 The MNIT may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Contractor, terminate this Contract in whole or in part in any or the following events.

17.1.1 If the Contractor fails to deliver any or all of the Items within the time period(s) specified in the Contract or any extension thereof granted by the MNIT pursuant to Clause 9 of Section - III.

17.1.2 If the Contractor fails to perform any other obligation(s) under Contract.

17.1.3 If the Contractor, in either of the above circumstances, does not remedy his failure within a period of 30 days (or such longer period as MNIT may authorize in writing) after receipt of the default notice from MNIT.

17.2 As a penalty to the Contractor the MNIT shall en-cash Contract Performance Bank Guarantee. The MNIT in such case shall pay for the assessed value of the executed work that can be used. No payment shall be made for the efforts put in by the Contractor in case the same are of no value to MNIT. The balance unfinished work of the project will be got done by fresh tendering on Contractor's risk and that extra expenditure will be recovered.

18. TERMINATION FOR INSOLVENCY

18.1 The MNIT may at any time terminate the Contract by giving written notice to the supplier, without compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to MNIT. In the event of termination for penalty to the contractor Clause 16.1.4 shall be applicable.

19. SET OFF

19.1 Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by the Buyer to set off the same against any claim of the Buyer for payment of a sum of money arising out of this contract made by the Contractor with Buyer.

20. DEVIATION IN QUANTITY

20.1 MNIT reserves the right to change the quantity or part thereof to be supplied by +/-25% of the tendered quantity indicated in Schedule – A, turnkey project for establishing the Centre of Excellence for Design.

SECTION - IV

A. SPECIAL CONDITIONS OF THE CONTRACT

1. STANDARDS

- 1.1** All designs, codes, developing platforms, developing techniques and workmanship shall be in accordance with the highest accepted international standards for this type of work.
- 1.2** The bidder shall also state, where applicable, the National or other International standard(s) to which the whole, or any specific part, of the system, software, or training complies.
- 1.3** The requirements given in this document are firm and no deviation of any kind is acceptable.

2. TIME SCHEDULE

- 2.1** The work as per the Notice Inviting Tender shall be completed within (As per Schedule-A Turnkey project for establishing the Centre of Excellence for Design) 70 days of placement of firm order from MNIT or as per the schedule submitted by the bidder whichever is less.

3. TIME - THE ESSENCE OF CONTRACT

- 3.1** The time and date of completion of the works as contained in the supplier's proposal and as agreed to contractually after modifications, if any, shall be final and binding upon the supplier. It must be understood that the supplier has made the proposal after fully considering all such factors, which may have any bearing on the time schedule of the contract, and no extension in the schedule whatsoever shall be permitted on these accounts by MNIT.

4. DELAY & NON-CONFORMANCE

- 4.1** In case of the above time scheduled including levy of compensation for late delivery of systems as contained in Para 11 of Section-III of the tender document not being adhered to, MNIT has the right to cancel the order wholly or in part thereof without any liability to cancellation charges and procure the goods / software elsewhere in which case the successful bidder shall make good the difference in the cost of goods procured elsewhere and price set forth in the order with the successful bidder.

5. PAYMENT TERMS

- 5.1** Prior to initiating any payment, the bid winning contractor has to have an MoU (contract) signed with MNIT Jaipur.
- 5.2** No mobilization advance shall be paid.
- 5.3** The payments shall be released to the Contractor on submission of documents as below and also following the conditions stipulated in point 6 below.
 - 5.3.1** Bills (Invoices) in duplicate as per P O Format.
 - 5.3.2** Delivery Challans for all hardware and software.
 - 5.3.3** Receipt from the Consignee for completion of delivery in good condition.
 - 5.3.4** Post-receipt inspection certificate from MNIT Jaipur.

6. PAYMENT FOR EACH OF THE SERVICES / WORKS TO THE CONTRACTOR SHALL BE MADE IN THE FOLLOWING STAGES CONSISTENT WITH THE WORK DONE.

- 6.1** The payment of 80 % of the cost of the Hardware and Software components as per bill of material & 100% taxes shall be released against the delivery & inspection at site as per the order and their inspection by MNIT post delivery. This shall be against the submission of Performance Bank Guarantee of 10% of the cost the turnkey project.
- 6.2** Balance 10% of the payment towards the cost of the Hardware and Software shall be released after the successful installation/integration of the Hardware and Software, and site acceptance test for the turnkey project as per order, this should preferably be within 30 days of first release of payment on receipt of delivery as given in point **6.1** above.
- 6.3** Balance 10% of the payment towards the cost of the turnkey project after successful running of lab (software and hardware) for 30 days post payment released in **6.2**.

7. PAYMENT MODE

- 7.1** All payment to the contractor will be through Electronic Mode by direct transfer to Contractor Bank Account.
- 7.2** Contractor needs to submit RTGS / NEFT mandate form duly attested by the contractor bank.
- 7.3** Contractor needs to submit a cancelled cheque for Electronic transfer.

8. GUARANTEE / WARRANTY

- 8.1** Complete Software and Hardware components of turnkey project shall be guaranteed against all defects/bugs, and upgrades wherever applicable with a satisfactory performance, as per all the listed features, for a period of 36 months from the date of commissioning of the System (As per Schedule-A Turnkey project for establishing the Centre of Excellence for Design) or for a period of 38 months from the date of supply whichever is earlier.
- 8.2** The bidder shall attend at his own expense and get the defect/bugs removed in the systems as detected by MNIT during the period of warranty.

9. SUBSTITUTION & WRONG SUPPLIES

- 9.1** Unauthorized/Pirated substitution or materials delivered in error of wrong description or quality or supplied in excess quantity or old versions shall be returned to the successful bidder at his cost and risk.

10. DISPATCH OF DOCUMENTS

- 10.1** Pre-receipted Bills in triplicate at each stage of payment.
- 10.2** Copy of the Delivery Challan.
- 10.3** Copy of the Inspection report (if inspection carried out as a part of the Contract).
- 10.4** Duly certified Installation / Commissioning Certificate with the final bills.
- 10.5** Any other Document as per Annexure- (As per Schedule-A Sl. No. 6).

11. UP GRADATION

- 11.1** The successful bidder shall guarantee the long-term availability of Upgraded versions of Software to the buyer for the full life of the Software. The successful bidder shall guarantee that before outdating the current systems covered under the contract, successful bidder shall give MNIT at least six (6) months advance notice so that the latter may order the next up graded system.

12. TECHNICAL MANUAL

- 12.1** The bidder shall supply complete set of technical/ operations and maintenance manuals as applicable along with the delivery. The cost of such manuals supplied will be included in the cost of the system.
- 12.2** The contractor shall facilitate preparation of Lab manuals on software and hardware for various courses.

13. CHANGE OF MODEL

- 13.1** No change of model after the placement of order shall be entertained unless the alternate model offered are equivalent or higher in specifications and approval of the competent authority has been obtained in writing for such a change of model before the delivery of the product. Delivery of the alternate product without such an approval shall not be accepted and MNIT shall not be responsible for any delay in delivery schedule on this account.

14. SAMPLE TESTING

- 14.1** The Buyer may demand a sample product at any stage of tendering for evaluation. MNIT reserves the right to reject a Bid at any stage of processing and shall forfeit the EMD if the sample product is found to be substandard and / or fails to meet the NIT specifications and the bidder shall have no further claims in the tender.
- 14.2** MNIT shall not bear any cost with regard to transportation of the Hardware and Software for testing and all such cost with regard to the testing shall have to be borne by the Bidder.

15. TRAINING

- 15.1** For software, two level training is to be provided by the contractor. The first level training shall be named "**Training for preparing trainers**" and this shall be arranged by the contractor at a mutually agreeable place and dates. The names of persons for this batch of trainees shall be faculty & students and their names shall be intimated by MNIT for this first level training. This training should be for each and every module and shall be conducted without any extra cost to MNIT Jaipur. This shall preferably take place within one month of the installation and commissioning of the Centre of Excellence for Design. Subsequently, the second level of training shall be held at MNIT Jaipur, the batch for this second level training (expenses to be borne by the Contractor) will comprise of faculty and students and the trainers shall be the faculty from MNIT who attended the level one training but at the same time the Contractor shall have their trainers available to cover up the gaps, if there remains any gap. The objective of the training shall be to ensure comprehensive and efficient knowledge transfer to MNIT representatives to achieve smooth and effective utilization of resources at the Centre of Excellence for Design. Besides this Contractor shall agree to provide subsequent trainings for each subsequent module addition and on any specific module already there as per mutually agreed requirements for the same.

15.1.1 Training Material: The Contractor shall be fully responsible to provide Training Material to the Trainees at the time of the commencement of the Training.

15.1.2 Training Groups: Each group of Trainees shall constitute of persons from respective disciplines maximum upto three.

15.1.3 Accommodation for Instructor: The MNIT Jaipur shall arrange free accommodation to the Instructors at MNIT Guest House, in case faculty is from outside city. Contractor needs to inform MNIT one week in advance in writing for same. Cost of travel shall be borne by the Contractor.

15.1.4The Contractor shall intimate the qualification and experience requirement for the Trainees to be nominated by the MNIT.

15.1.5It is desirable from the contractor that post training user support shall be extended in terms of subscription to user groups for the technical help and support on specific software modules. In case, there is no global user group available, email of contract person for expert technical support shall be shared with participants of training program.

16. INTELLECTUAL PROPERTY RIGHTS

16.1 MNIT recognizing the intellectual property rights of OEM Hardware and Software.

17. SUBMISSION OF ACCEPTANCE TESTING PROCEDURE

17.1 It will be the responsibility of the vendor to submit the system test procedure for conducting the post installation site acceptance testing. The procedure submitted by the vendor should be drafted in line with the standard practices followed in the industry and should be in accordance with the test procedures & practices specified by the OEM. The acceptance test procedure on approval by MNIT shall become the document for acceptance of the equipment after installation at the site. The draft copy of system test procedure should be made available to MNIT before 15 days of the schedule site acceptance date.

18. CONTRACTUAL FORMALITIES AND OBLIGATIONS

18.1 To define contractual agreement as per agreed Signed Legal Agreement between Contractor and MNIT Jaipur, an MoU shall be put in place which shall be a binding on both the award winning contractor and MNIT Jaipur for the smooth and efficient functioning of this turnkey key Centre of Excellence for Design at MNIT Jaipur and shall primarily comprise of terms and conditions as laid down in the tender document. The formal draft of MoU shall be worked out between MNIT Jaipur and the winning bidder post award of the purchase order but shall be in place prior to any payment to the bid winning contractor.

18.2 To maintain this facility and to achieve desired level of service, it is desired that the Contractor shall appoint, one qualified manpower (approved by MNIT from the list of support staff provided in Annexure 5) for the entire duration of the contract, there shall be no financial bearing on MNIT Jaipur towards this. This staff shall maintain the records of any complaints (both hardware and software) in the lab and shall resolve complaints to avoid penalties, as built in the terms and conditions given in clause 6.7 of section III.

Schedule A Turnkey for Establishing Centre of Excellence for Design
Bill of Material of Hardware & Software

Sr. No.	Item Details	Quantity	Unit
1.	Hyperworks Including 3-year subscription for all updates & upgrades	120	User License
2.	Upgrade of existing Autodesk 35 User Licenses to 60 User Autodesk Education Master Suite (including software as per detailed specification) Including 3-year subscription for all updates & upgrades.	60	User License
3.	Adobe CS 5.5 Master Collection Suite (Education) Including 3-year subscription for all updates & upgrades.	10	User License
4.	Upgrade of existing 5 User Staad Pro to latest version Plus addition of 05 users	10	User License
5.	Autodesk Entertainment Creation Suite 2012 (Educational)	30	User License
6.	Workstation With specification Category_01	60	Units
7.	Workstation With specification Category_02	60	Units
8.	Application Server as per specification	1	Unit
9.	Storage Server(NAS) as per specification	1	Unit
10.	Floor Mounted 42 U Rack	1	Unit

Annexure – I**DETAILED SPECIFICATIONS AND COMPLIANCE STATEMENT**

	Description With Specifications	Compliance (Complied / Not Complied)
1.	Hyper Works 11.0 as per Specification functionalities and accessories as follows:-	
a.	Pre Processing: The tool should be CAD & CAE neutral and built incapability for Batch meshing, Tetra Meshing, Morphing, Solid, Surface geometry modelling, Solid Meshing ,Mesh coarsening for NVH, Generate 3D CAD geometries from FEM, SPH and automatic meshing capability for shell, Hexa&TetraMesh, Composite Modelling. High-fidelity models for crash analysis and safety modelling dummy Positioning, seat belt routing.	
b.	Mathematical Modelling: Interactive numerical computing environment that enables to perform custom Mathematical on various types of data should be built in CAE data readers & support wide variety of file formats with built in Library. Post Processing for FEA /MBD + H3D compressed file output that can be viewed via freeware & powerful tool for to visualize the results from different solvers in a single window and should be build with Math expression with math library & test data validation.	
c.	Linear Solver: Static, Dynamics, Buckling, Thermal, Plastic, Quasi-Static, Contact Analysis & Fatigue.	
d.	Nonlinear Solver: Dynamics (Implicit & Explicit), Post Buckling, Materials, Contacts & should handle Fluid Structure Interaction & should support non-linear material models, failure models, Contacts & should support following formulation ALE, SPH & the solver should be Highly scalable multi-processor capability.	
e.	Dynamic Solver: Help to design and performance with nonlinear dynamics, kinematics, linear, static or Quasi-static studies, Creating Flex Body modelling, Co simulation, Durability, NVH, Suspension Design factors& should support to perform design of experiment, stochastic studies.	
f.	Optimization: should support all stream of Optimization namely Topology, Topography, Size & Shape, Composite optimization (Ply Layout, Laminate Layout), Fatigue based design optimization and it should impose Manufacturing constraints by using a minimum member size constraint, draw direction constraints, extrusion constraints, symmetry planes, pattern grouping, and pattern repetition DOE (Design of Experiment): Conducted study to improve design by giving different constraint to do multi-disciplinary optimization, stochastic studies and should support Sequential optimization, Reliability Study.	
g.	CFD: Finite Element Based solver with Speed, Accuracy& Robustness, Equations in 3D	

	Description With Specifications	Compliance (Complied / Not Complied)
	Incompressible, weakly compressible Strokes, should support ALE formulation, Turbulence mode, and Multiphysics capability & should support Computational Aero Acoustics.	
h.	Metal Forming: High-performance feasibility analysis tool in combination with a parametric rapid drawdie design capability as well as final process validation, optimization, and results visualization. It should do forming feasibility study; predict blank size, one-step & Incremental feasibility analysis.	
i.	Extrusion Simulation: Virtually testing, Validation, Correction and optimization of Extrusion die designs. Should support Lagrangian / Eulerian/Ale Elastic / Visco Plastic Solver & also should predict Temperature, Pressure, Displacements at Exit, Die deflection & stress for both Metal & Polymer Extrusion.	
j.	Industrial Design & Styling: 3D Conceptual design tool for Modelling, Rendering & Surfaces or solids, NURBS or polygonal modelling. Reverse Engineering & should best in class construction history. The software should exchange with CAD & animation programs, should import /export plugs-ins include IGES, DXF, 3DS, 3DStudio max, DWG, Maya, STEP, and STL.	
2.	Autodesk Education Master Suite 2012 (including below software)	
	<ol style="list-style-type: none"> 1. AutoCAD® 2. AutoCAD® Architecture 3. AutoCAD® Electrical 4. AutoCAD® Mechanical 5. AutoCAD® MEP 6. AutoCAD® Structural Detailing 7. Autodesk® SketchBook® Designer 8. Autodesk® Showcase® 9. Autodesk® Ecotect® Analysis 10. Autodesk® Inventor® Professional 11. AutoCAD® Civil 3D® 12. AutoCAD® Map 3D 13. Autodesk® Revit® Architecture 14. Autodesk® Revit® MEP 15. Autodesk® Revit® Structure 16. Autodesk® Simulation Multiphysics 17. Autodesk® Alias® Design 18. Autodesk® Mud box™ 19. Autodesk® 3ds Max® Design 	
3.	Autodesk Education Suite For Entertainment Creation (including below software)	
	<ol style="list-style-type: none"> 1. Autodesk® 3ds Max® 2. Autodesk® Maya® 	

	Description With Specifications	Compliance (Complied / Not Complied)
	3. Autodesk® Softimage® 4. Autodesk® Motion Builder® 5. Autodesk® Mud box™ 6. Autodesk® SketchBook® Pro	
4.	ADOBE Master Collection Suite CS 5.5 (including below software)	
	1. Photoshop CS 5 Extended 2. Illustrator CS 5 3. In design CS 5.5 4. Acrobat X pro 5. Flash Catalyst CS 5.5 6. Flash Professional CS 5.5 7. Flash Builder 4.5 Premium Edition 8. Dreamweaver CS 5.5 9. Firework CS 5 10. Contribute CS 5 11. Adobe Premium Pro CS 5.5 12. After Effect CS 5.5 13. Adobe Audition CS 5.5 14. Adobe on Location CS 5 15. Encore CS 5 16. Bridge CS 5 17. Device Central CS 5.5 18. Media Encoder CS 5.5	
5.	STAAD PRO (BENTLEY)– Includes Products for the analysis and design of buildings, bridges, plants, and civil structures:	
	1. STAAD.Pro 2. Advanced Analysis Module 3. STAAD Foundation Advanced 4. STAAD.Offshore 5. STAAD.beava 6. STAAD(X).Tower 7. Section <i>wizard</i> 8. LEAP PRESTO 9. LEAP VERTEX 10. RAM Structural System 11. RAM Steel 12. RAM Frame 13. RAM Foundation 14. RAM Concrete 15. Revit Structure Link 16. RAM Concept 17. RAM Elements 18. RAM Connection	

	Description With Specifications	Compliance (Complied / Not Complied)
6.	Workstation With specification Category_01	
a.	Processor Intel Xeon Processor Six core, 3.33GHz, 8MB Cache, 3670 with liquid cooled processor	
b.	Chipset Intel Chipset (X58 or higher)	
c.	RAM 8GB Memory, expandable upto 24GB	
d.	Graphics Card Quadro 2000 (System should be capable of supporting upto 2.5GB Graphics card)	
e.	GPU Computing Optional support for GPU Computing cards (Tesla) faster processing	
f.	Bays 2 Nos- internal 3.5" bays, 3 Nos- external 5.25" bays. 3rd external bay should have depth of max 6.7"	
g.	Slots 2 PCI full Height, Full Length ; 1 PCI Express Gen1 slot X8;1 PCI express Gen2 slot X8; 2 PCI express Gen 2 Slot x16	
h.	I/O Front: 2 USB 2.0, 1 IEEE 1394a standard, 1 audio out, and 1 microphone. Internal : 4 USB 2.0 ports available by two separate 2x5 headers Rear:6 USB 2.0,2 USB 3.0 thru PCIe2, PS/2, RJ-45 (NIC), 1 audio line in, 1 audio line out, 1 microphone in; audio ports should be in a position to be retasked to function as line in, line out, microphone, or headphone, USB disable option should be available.	
i.	Power Supply 600 WATTS Continuous Power Supply : - Full ranging input and APFC - Surge tolerance upto 2000V - EPEAT Gold certification for the system model, certificate should be attached with the bid	
j.	Warranty 3 years onsite parts and labour warranty for system and monitor	
k.	Vendor Status The hardware vendor should be a reputed concern, having global presence in multiple countries. Vendor should have ISO certifications.	
l.	Certification The system should be certified by leading ISV's for running their applications.	
m.	Operating System Genuine Windows 7® Professional 64 bit	
n.	Software tools included 1. Remote access software to be included which can access the workstation remotely with a capability of viewing, editing, 2D and 3D applications remotely. For	

	Description With Specifications	Compliance (Complied / Not Complied)
	<p>security reason software should have 256bit encryption between sender and receiver.</p> <p>2. The hardware vendor should supply an automatic system performance tuning software, which ensures optimum performance tuning for leading CAD/CAM/CAE software's on Windows and with the capability of graphics card utilization.</p> <p>3. A complete Offline Diagnostics and Asset Discovery software suite should be supplied along with the system.</p>	
o.	<p>Keyboard PS/2 Keyboard 102+ Keys</p>	
p.	<p>Mouse PS/2 Laser Mouse with Mouse Pad</p>	
q.	<p>HDD 1 TB sata 7200 RPM</p>	
r.	<p>Monitor Display size (diagonal) 21.5" Resolution 1920 x 1080 Display pixel 0.248 mm Brightness (typical) 250 cd/m² Contrast ratio (typical) 1000:1 static; 2000000:1 dynamic Viewing angle 178° horizontal; 178° vertical Response time (typical) 8 ms gray to gray Input signal 1 Display Port in; 1 DVI-D; 1 VGA; 1 HDMI Bezel colour Black and brushed aluminium Tilt and swivel angle Tilt: -5 to +35°; Swivel: ±45 Display features Plug and Play Anti-glare User programmable Language selection Environmental BFR/PVC-free Power supply Input voltage: 90 to 265 VAC Power consumption 52W (maximum), 35W (typical), <0.3W (standby) Operating temperature range 41 to 95°F (5 to 35°C) Energy efficiency ENERGY STAR® qualified; EPEAT® Gold Warranty Limited three-year parts, labour, and on-site service.</p>	
7.	Workstation With specification Category_02	
a.	<p>Same as Workstation with Specification Category _01, only Two Monitor Required</p>	
8.	Application Server	
a.	<p>Processor Intel Xeon Processor E5620 (2.40 GHz, 12MB Cache)</p>	
b.	<p>Chipset Intel 5500 Chipset</p>	
c.	<p>Cache Memory 4MB, 8MB, or 12 MB Level3 Cache</p>	
d.	<p>Memory 8GB (4*2 GB) DDR3 Registered (RDIMM)</p>	
e.	<p>Maximum Memory 192GB for Registered Memory configurations; 48 GB for Unbuffered Memory</p>	

	Description With Specifications	Compliance (Complied / Not Complied)
	Configurations	
f.	Maximum Protection ECC; Mirroring; Online Spare	
g.	Storage and Expansion Network Controller Embedded NC 326i PCI Express Dual port Gigabit Server Adapter	
h.	Storage 2 x 300 GB SAS Hot Plug 3.5" SAS	
i.	Maximum Internal Storage 16 TB	
j.	Expansion Slots 4 total: 3 PCIe Gen 2, 1 PCIe Gen 1, Optional 2 PCIx	
k.	Storage Controller Embedded HP Smart Array B110i SATA RAID Controller Hot plug Advanced Key	
l.	Rack and Power Rack Height 5U Tower	
m.	System Fans 3 Fans ship standard. System supports a total of 4 fans.	
n.	Power Supply Optional Redundant Power Supply.	
o.	Warranty 3-3-3, 24x7 Hr. Response	
9.	Storage Server (Network Attached Storage)	
a.	Processor (1) Intel® Xeon® E5520 (2.26GHz); Standard	
b.	Memory Type 6 GB DDR3 Registered (RDIMM) with ECC Capabilities.	
c.	Capacity 6 TB Raw Internal SATA	
d.	Drive Description SFF/LFF SAS/SATA	
e.	Drive Type 6 No) 1 TB 3G 7.2K LFF SATA; (2 No) 146 GB 6G 15K SFF Dual-port SAS; Included for pre-installed OS	
f.	Network Controller (1 no) 1GbE NC362i	
g.	Storage Controller (1 no) Smart Array P212/512MB BBWC	
h.	Expansion Slots At least one open PCIe expansion slot	

	Description With Specifications	Compliance (Complied / Not Complied)
i.	Compatible Operating Systems Pre-installed - Windows Storage Server 2008 R2, Standard x64 Edition	
j.	Form Factor 2U	
k.	Power Supply Hot plug redundant power supply (RPS)	
l.	Dimension (W x D x H) 28.7 x 58.42 x 98.81 cm	
m.	Weight 25.17 kg	
n.	Warranty- Year(s) (Parts/Labour/onsite) 3-3-3, 24x7 Hr. Response	
10.	Floor Mount 42U Rack(600W/1000mmD Rack) (with front & back perforated door and side panels)	
a.	Accessories of Rack Earthing Kit	
b.	Fan Housing Unit with 4 fans	
c.	Cable manager Horizontal 1U	
d.	AC main Channel 10 points 5/15 amp	
e.	Castors (set of 4)	
f.	Stationary shelf	
g.	Keyboard Tray rotary with slides	
h.	Mounting Hardware (Pac. Of 20)	

SCHEDULE – B

Prepare the following financial bid separately for the Turnkey Project for Establishing Centre of Excellence for Design

S. No.	Product	Qty.	Unit Rate without Tax INR	Total Amount without Tax INR	VAT / Sale Tax	Service Tax	Total Amount (With Taxes) INR
1	Hyperworks Including 3-year subscription for all updates & upgrades	120					
2	Upgrade of existing Autodesk 35 User Licenses to 60 User Autodesk Education Master Suite (including software as per detail specification) Including 3-year subscription for all updates & upgrades.	60					
3	Adobe CS 5.5 Master Collection Suite (Education) Including 3-year subscription for all updates & upgrades.	10					
4	Upgrade of existing 5 User Staad Pro 10 User of latest version Including 3-year subscription for all updates & upgrades	10					
5	Autodesk Entertainment Creation Suite 2012 (Educational) Including 3-year subscription for all updates & upgrades	30					
6	Workstation With specification Category_01 Including 3-year onsite maintenance	60					
7	Workstation With specification Category_02 Including 3-year onsite maintenance	60					
8	Application Server as per specification Including 3-year onsite maintenance	1					
9	Storage Server as per specification Including 3-year onsite maintenance	1					
10	Floor Mounted 42 U Rack	1					
TOTAL COST SUMMARY in INR							

Annexure-II

ACCEPTANCE LETTER

(TO BE SUBMITTED IN COVER NO. "A")

To,
Assistant Registrar (Stores and Purchase)
Malaviya National Institute of Technology Jaipur
Jaipur – 302017 (Rajasthan)

Sub: Acceptance of Terms & Conditions of Tender

Name of Work: - Turnkey Project for Establishing Centre of Excellence for Design as given in Annexure 1”

Tender No.:

Dear Sir,

1. The tender document for the works mentioned above have been sold to me/us by MNIT and I / we hereby certify that I / we have read the entire terms and conditions of the tender document made available to me / us , which shall form part of the contract agreement and I / we shall abide by the conditions / clauses contained therein.
2. I / we hereby unconditionally accept the tender conditions of MNIT’s tender document in its entirety for the above works.
3. It is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to put any remarks / conditions (except unconditional rebates on quoted rates if any) in the tender enclosed in envelope "A" & "B" and the same has been followed in the present case. In case any provisions of this tender are found violated after opening envelope "A" & "B". I / we agree that the tender shall be rejected and MNIT shall without prejudice to any other right or remedy be at liberty to forfeit the full said earnest money absolutely.

Yours Faithfully,

(Signature of the Tenderer)
with rubber

Date: _____
stamp

Annexure-III

PROFORMA BANK GUARANTEE FOR CONTRACT PERFORMANCE

(To be stamped in accordance with Stamp Act)

(The non-judicial stamp paper should be in the name of issuing Bank)

Ref : _____

Bank Guarantee No : _____

Date: _____

To

Malaviya National Institute of Technology Jaipur

Jaipur – 302017 (Rajasthan)

Dear Sirs,

In consideration of the MNIT (hereinafter referred to as the "Owner", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s -----(hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context of meaning thereof, include its successors, administrators executors and assigns), a contract. Bearing No. ----- dated----- valued at ----- for ----- and the contractor having (scope of contract) agreed to provide a Contract Performance of the entire Contract equivalent to -----(10 per cent) of the said value of the Contract to the Owner. We at -----(hereinafter referred to as the 'BANK', which expression shall, unless repugnant to the context or meaning thereof, include the successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all money payable by the Contractor to the extent of ----- as aforesaid at any time up to ----- (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the owner the Bank shall be conclusive and binding notwithstanding any difference between the owner and contractor or any dispute pending before any court, tribunal or any authority.

The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee. The Owner shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, to postpone from time to time the exercise of any powers vested in then or of any right which they might have against the Contractor,. And to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course of or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner or by any other matters or thing whatsoever which under law would, but for this provision, have the affect of relieving the Bank. The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Owner may have in relation to the Contractors liabilities.

The performance guarantee shall also govern the following guarantees

- (1) The Hardware / Software supplied under the contract shall be free from all defects / bugs and upon written notice from MNIT, the successful bidder shall fully remedy,

free of expenses to MNIT, all such defects / bug as developed under the normal use of the said hardware / software within the period of guarantee/Warranty.

- (2) The performance guarantee is intended to secure the performance of the entire system. However, it is not to be construed as limiting the damages stipulated in any other clause of tender

Notwithstanding anything mentioned herein above our liability under this guarantee is restricted to Rs. ----- and it shall remain in force upto and including ----- and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s ----- on whose behalf this guarantee has been given.

WITNESS

Dated this ----- day of ----- 2012 at -----

Signature ----- Signature -----

Name -----(Bank's Rubber Stamp)

Official address ----- Name -----

Designation with Bank Stamp

Attorney as per Power of

Attorney No. -----

Date-----

Annexure-V

List of Support Staff with qualification background

Name of Work: - Procurement of "Name of the work as given in Schedule-A Sl. No. 1"

Tender No.: "Tender No. as given in Schedule-A Sl. No. 2"

Sl. No.	Name of the Employee	Qualification		Experience (No. of years)	Date of Joining the Firm	Documents Attached
		Educational	Professional			
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

AUTHORIZED SIGNATURE _____

NAME OF THE SIGNATORY _____

NAME & ADDRESS OF THE TENDERER

OFFICIAL SEAL _____

Date _____

Ref:

Date:

To,
Assistant Registrar (Stores and Purchase)
Malaviya National Institute of Technology Jaipur
Jaipur – 302017 (Rajasthan)

Envelope- "A"
Technical Bid

**Sub: Submission of Technical Bid – Envelope A – Technical
Turnkey Project for Establishing Centre of Excellence for Design**

Bid –

Tender No.:

Dear Sir,

This is with reference with the tender document mentioned above & issues to M/s.....

In this regards we are submitting our technical bid along with the following documents as required by MNIT:

1. The Demand Draft No. _____ dated _____ drawn on _____ payable at _____ for Rs. _____ (Rupees _____ (in words) towards the earnest money deposit attached.
2. Copy of latest audited balance sheet of last two years is enclosed.
3. Article of Memorandum of Association or Partnership or Proprietorship.
4. Letter of acceptance of all the tender conditions of the contract in the Performa attached as Annexure-II is enclosed.
5. Details of the Models and Version offered in the Bid are indicated in the format attached at Annexure –
6. The Technical Literature/Brochures attached in the technical Bid are listed in Annexure-
7. Other document (if felt appropriate by the firm) attached with the Technical Bid are Listed below.
 - a) _____
 - b) _____
8. Compliance Statement as listed in Annexure-----

Pages Enclosed in the Bid:- _____

Note: Ambiguous statement & incomplete supporting documents for vital tender requirements may attract the risk of rejection without further reference

Yours Sincerely

Date: ---

Name & Address of the Firm _____

Telephone & Fax Nos. _____

Mobile _____

E-mail Address _____

To,
Assistant Registrar (Stores and Purchase)
Malaviya National Institute of Technology Jaipur
Jaipur – 302017 (Rajasthan)

Envelope- "B"
Financial Bid

**Sub: Submission of Technical Bid – Envelope A – Technical Bid –
Turnkey Project for Establishing Centre of Excellence for Design**

Tender No.:

Dear Sir,

This is with reference with the tender document mentioned above & issues to M/s.....

In this regards we are submitting our financial bid in the prescribed format "Schedule B of the MNIT:

In this regard we confirm the following:

1. No other document has been attached with the financial Bid.
2. It is stated that having submitted the letter of unconditional acceptance of all the conditions of MNIT, We have not attached any Term & Condition with the financial bid. If any such Term & Condition are found attached with the financial bid, MNIT is Free to take any action as provided for in the MNIT.
3. It is also stated that the bid submitted above is Firm & Final without any variables.
4. All items are quoted with clear rates as required in Price column

Pages Enclosed in the Bid:- _____

Price Bid Pages from _____ to _____

Yours Sincerely

Date:---

Name & Address of the Firm _____

Telephone & Fax Nos. _____

Mobile _____

E-mail Address _____