

Malaviya National Institute of Technology Jaipur

Jawahar Lal Nehru Marg, JAIPUR-302017 (Rajasthan)

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



Global Tender Enquiry

For

Procurement of FLAC2D and FLAC3D Software- Perpetual License

NIT Number: F5(6402)ST/MNIT/NCDMM/2024

Date:20.12.2024

**MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY
JLN MARG, JAIPUR-302017**

To,

M/s Itasca Consulting Group, Inc.

Or (it's authorized dealer/distributor)

M/s
.....
.....

Email id:

Sub: Invitation for Global Tender Enquiry for the Purchase “FLAC2D and FLAC3D software – Perpetual License”.

Registrar, Malaviya National Institute of Technology Jaipur invites Global Tender Enquiry (Single Bid System) from M/s Itasca Consulting Group, Inc., Or it's authorized dealer/distributor. The hard copy of your offer addressed to the Office of Deputy Registrar (Stores & Purchase) MNIT, JLN Marg, Jaipur-302017 is required to be submitted on or before Dated 20.01.2025. The important information related to tender are as follows:

Sr. No.	Name of Item	Specifications	Quantity
01	Software- FLAC2D Perpetual Version 9.0 One SEATING	Standard License (FLAC2D Version 9.0) Perpetual includes optional features dynamic, creep, thermal, C++plug-in, IMASS	01
02	Software- FLAC3D Perpetual Version 9.0 One SEATING	Standard License (FLAC3D version 9.0)	01

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 is to be provided along with previous Purchase orders.

vii. 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. **Delivery Period : 04 Weeks.**
6. **Payment Terms:**
 - a) 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 as specified in bid document.
 - b) For imported items Payment will be made through irrevocable Letter of Credit (LC). Letter of Credit (LC) will be established in favor of foreign Supplier after the submission of performance security. The letter of credit (LC) will be established on the exchange rates as applicable on the date of establishment. For Imports, LC will be opened for 100% CIF/CIP, Delhi value. 80% of the LC amount shall be released on presentation of complete and clear shipping documents and 20% of the LC amount shall be released after the installation and demonstration of the equipment at the MNIT Jaipur site of installation in faultless working condition for period of 60 days from the date of the satisfactory installation and subject to the production of unconditional performance bank guarantee as specified in as specified in bid document.
 - c) GST Deduction at source as per Order/ notification of the Govt.
 - d) GST No of MNIT Jaipur is **08AAAJM0351L1Z6**
 - e) HSN/SAC No of the items must be clearly mentioned in the quotation along with GST No.
7. **Price:** the price should be quoted in financial format only. The offer/bid should be exclusive of taxes and duties, which will be paid by the purchaser as applicable, however, the percentage of taxes & duties shall be clearly indicated. (As per Annexure-E)
8. **Force Majeure:** The Supplier shall not be liable for feature of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
 - For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

9. **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.
10. **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.
11. Being global tender enquiry, non-local supplier is also allowed to participate in the bid. Bidder is required to submit **duly filled Annexure B.+**
12. **Exemption to Startups:** If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
13. **Exemption to MSME:** If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
14. **Preference to Make in India Products:** The Institute is following and abide with the revised Public Procurement (Preference to Make in India), Order 2017 P- 45021/2/2017 – B. E. –II dated 04.06.20 issued by DPIIT, Ministry of Commerce and Industry, Govt. of India & subsequent amendments/instructions of Ministry. Accordingly, preference will be given to the make in India products while evaluating the bids. However, it is sole responsibility of the bidder(s) to specify the product quoted by them is of Make in India along with respective documentary evidence in the technical bid itself.
15. **Genuine Pricing:** Vendor is to ensure that quoted price is not more than the price offered to any other customer in India to whom this particular item has been sold. (Annexure-C)
16. **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.
17. The bid submission of last Date & Time- **20th Jan, 2025 by 02.00 PM**
18. All disputes are subject to Jaipur jurisdiction.
19. Must ensure to submit duly signed checklist (as per Annexure- D)

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

[For Local Content of Products, Services or Works]
(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 Registrar MNIT Jaipur

Subject: Declaration of Local Content

Tender reference No. _____

1. Country of Origin of Goods being offered: _____
2. With reference to Order No. P- 45021/2/2017-PP(BE-II)-Part (4) Vol.II dated 19-07-2024 read with O. M. No. P- 45021/102/2019-BE-II-Part (1) (E-50310) dt. 04/03/2021 of DPIIT, Ministry of Commerce and Industry, Govt. of India, we fall under the following category of supplier (please tick the correct category) for the items for which this tender has been floated and being bided.
 - Class I local supplier – has local content \geq 50%. Local contents added at _____ (name of location).
 - Class II local supplier – has local content \geq 20% but $<$ 50%. Local contents added at _____ (name of location).
 - Non-local supplier – has local content $<$ 20%. Local contents added at _____ (name of location).
3. Details of value addition in India:

Sr. No.	Particulars	Content (In percentage)
1	Addition of indigenous items (manufactured in India) inclusive of taxes	
2	Addition of Locally sourced imported items inclusive of taxes	
3	License/Royalty paid/Technical expertise etc.	

4. Certificate from OEM for Country of Origin has been attached (mandatory if bidder is reseller) (Strike down if not applicable).
5. We are solely responsible for the above mentioned declaration in respect of category of supplier. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which we may be debarred for up to 2 years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

Signature of Bidder Name:

Designation: Organization Name: Contact No.:

PRICE REASONABILITY CERTIFICATE

(to be submitted on firm's letterhead)

This is to certify that we have offered the maximum possible discount to you in our Quotation No. Dated for (Currency)

We would like to certify that the quoted price are the minimum and we have not quoted the same item on lesser rates, than those being offered to MNIT Jaipur, to any other customer nor will do so till the validity of offer or execution of purchase order, whichever is later.

Signature of Tenderer

Name: _____

Designation: _____

Organization

Name: Contact

No.: _____

MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY JAIPUR

The bidders submitting quotations for the supply of items must ensure to fill the checklist as mentioned below:

S.No.	Document/Details sought for	Page No.	Yes	No
1	Detailed technical product catalogue.			
2	Bidder must be manufacturer/authorized distributor/dealers and they have to enclose a certificate of authorization of manufacturer in format at Annexure –A, (Authorization certificate in any other format will not be valid) OEM itself or any one authorized dealer on behalf of OEM a may participate in bid. OEM and its dealers both may not participate at the same time.			
3	A certificate from OEM to the effect that the said good /software is a proprietary item			
4	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.			
5	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.			
6	List of industrial and educational establishments where the items enquired have been supplied is to be provided along with previous Purchase orders.			
7	Declaration of Local Content			
8	Price bid as per annexure-E			

Any other important point requested in the bid invitation letter

PRICE BID FORMAT

PRICE SCHEDULE FROM (IF GOODS BEING OFFERED FROM INDIA)

Name of Bidder

Tender No. F5(6402)ST/MNIT/NCDMM/2024

1	2	3	4	5	6	7	8	9	10	11	12
Sl. No.	Item Description with HSN Code	Country of Origin	Unit	Quantity	Unit Price Ex-Works, Ex-Warehouse, Ex-show room off the shelf price (inclusive of all taxes already paid) 5x6)	Total Price Ex-Works, Ex-warehouse, Ex-show room off the shelf price (inclusion of all taxes already paid) 5x6)	GST & other taxes payable, if contract is awarded	Packing & forwarding up to station of dispatch, if any	Charges for inland transportation, insurance up to lab./ instt. By air/road/rall (retain one only)	Total Price	Installation, commissioning and training charges, if any
1.	Software-FLAC2D Perpetual Version 9.0 One SEATING										
2.	Software-FLAC3D Perpetual Version 9.0 One SEATING										

Total bid price in Indian Currency*: (in figures) :

(in words):

Signature of Bidder

Name

Business Address

PRICE SCHEDULE FROM (IF GOODS BEING OFFERED FROM ABROAD)

Name of Bidder

Tender No. F5(6402)ST/MNIT/NCDMM/2024

1	2	3	4	5	6	7	8	9	10	11
Sl. No.	Item Description	Country of Origin	Unit	Quantity	Unit Price indicating currency FOB (named port of shipment or FCA (named place of delivery) (retain only one	Total Price (5x6) FOB (named port of shipment or FCA (named place of delivery) (retain only one	Charges for insurance & transportation to port/place of destination	Total price CIF/CIP Delhi (retain only one) (7x8)	Approx. shipment weight and volume	Indian customs Tariff No and HSN No. (ICT & HSN No.)
1.	Software-FLAC2D Perpetual Version 9.0 One SEATING									
2	Software-FLAC3D Perpetual Version 9.0 One SEATING									

Total bid price for CIP/CIF Delhi in Foreign Currency : (in figures) :

(in words):

Format (A or B) is to be used as applicable.

Signature of Bidder

Name

