

NATIONAL INSTITUTE OF TECHNOLOGY SILCHAR
Silchar – 788 010 (ASSAM)

No: NITS-PS-521-ECE-Up-gradation, AMC of Software-17

Date: 27/12/2017

NOTICE INVITING TENDER
FOR UP-GRADATION, AMC OF SOFTWARE FOR ECE DEPARTMENT
AT NIT SILCHAR



LAST DATE & TIME OF SUBMISSION : 29/01/2018 up-to 01.00 PM

DATE & TIME OF OPENING : 29/01/2018 at 03.30 PM



**NATIONAL INSTITUTE OF TECHNOLOGY
SILCHAR - 788 010**

Tel.No. Director: (03842) 224879

Fax: (03842) 224797

NOTICE INVITING TENDER

Adv. No: NITS-PS-521-ECE-Up-gradation, AMC of Software-17

Sealed Tender/Quotations are invited from OEM/Reputed Firms/Agencies/Authorized Dealer **FOR UP-GRADATION AND AMC OF SOFTWARE FOR ECE DEPARTMENT AT NIT SILCHAR** along with **Earnest Money Deposit (EMD) @2% of the total bid value in the form of Demand Draft/Bank Guarantee in favour of "The Director, NIT Silchar" Payable at Silchar. No Interest shall be paid on EMD.**

Detailed list with specification and quantity of the item/items is given in **(Annexure – A)**.

Tender documents can be obtained from Purchase Section, NIT Silchar or may be downloaded from our website www.nits.ac.in or <http://tenders.gov.in>. **The cost of tender document is Rs.5,00/- (Non-refundable)** to be submitted in the form of DD in favour of The Director, NIT Silchar, Payable at Silchar. The last date and time for submission of Tender document will be **29/01/2018** up-to **01.00PM** and tender will be opened on the same date at **03.30 PM** in office of HOD, ECE Dept., NIT SILCHAR.

The offers without Cost of Tender & Earnest Money Deposit (EMD) shall be out rightly rejected.

Director, NIT Silchar reserves the right to extend the date, or cancel the tender, accept or reject any/all quotations.

Quotations are to be sent/submitted in sealed covers addressed to:-

**The Faculty-In-Charge, Purchase
National Institute of Technology, Silchar
788 010 (Assam)**

REGISTRAR, NIT SILCHAR

NOTICE INVITING TENDER

Credential Criteria:

- a. The bidder should have provided similar nature of services to IITs/NITs/Govt. Departments/Semi Govt. Departments/PSU/Educational Institutions of National Importance etc. during last 3(three) years. **Duly certified copies are to be enclosed.**
- b. Quotations are to be submitted in **TWO PARTS** i.e. **(a) Technical Bid and (b) Price Bid**, in two separate properly sealed covers; and both these covers will have to be again put in to a single sealed cover. Also, the address of the firm submitting the quotation must appear distinctly on both the inner sealed covers, indicating also **TECHNICAL BID / PRICE BID** as may be applicable. The outer most cover shall be super scribed as

"QUOTATION FOR UP-GRADATION, AMC OF SOFTWARE FOR ECE DEPARTMENT NIT SILCHAR.

VIDE TENDER REF. NO NITS/PS-..... DATED.....DATE OF OPENING

[The bid will summarily be rejected & returned to the bidder if the sealed envelope containing the quotation is not super scribed as above].

- c. **Genuine Pricing** (Both foreign & indigenous) : Vendor is to ensure that quoted price is not more than the price offered to any other customer in India to whom this service has been provided recently, particularly to IIT/NIT/Institutes and other Government Organization.
- d. **Termination for default** : Default is said to have occurred -
 - o If the supplier fails to deliver any or all of the items/services within the time period(s) specified in the purchase/work order or any extension thereof granted by NIT Silchar, the Institute may terminate the contract / purchase /work order in whole or in part and forfeit the EMD/PBG as applicable.

TERMS & CONDITIONS:

1. The bidding agency should be reputed firm and having all necessary certificates, viz. GST registration certificate, PAN, Registration, Sale Tax clearance Certificate, Authorized AMC provider, Authorized Dealership, Distributorship certificate, etc. The photocopies of all the certificates should be attached with the tender.
- a) The firm should be an original software manufacturer/developer /reputed and authorized AMC provider or in the business of manufacture/develope or supply of software / authorized AMC provider for minimum 5 (five) years. The firm should submit audited financial statements for latest three financial years in support of this claim. Copy of AMC order not less than three (3) of Govt/Semi Govt/PSU/University/Institution etc.
2. The bidder must submit the Compliance Statement and Deviation Statement of technical specification.
3. **The rate quoted must be both in words and figures.** Educational discount, if any should be indicated clearly. Tenderer(s) may note that the Government of India exempts this Institute from paying custom duty/excise duty on selected items. Necessary documents will be furnished if required on demand by the Tenderer(s).
4. Quoted rate should be inclusive of all taxes. Nothing extra will be paid by the Institution.
5. Tenderer(s) registered with the State/Central Government must quote his registration numbers, if any, and submit a Xerox copy of registration along with the tender.
6. Guarantee/Warranty/License validity (if any) is to be clearly specified.
7. The rates to be quoted by the agency should be valid for a period of 6(six) months after the deadline date specified in the tender.
8. The quantity against each item / services mentioned in the tender may vary according to the actual requirements at the time of placing Purchase /work order.
9. The Annual maintenance contract includes preventive as well as corrective maintenance.
10. The firm shall depute well qualified & experienced service engineer(s) for attending maintenance related complaints.
11. Maintenance service shall consist of preventive and corrective maintenance of the mentioned hardware / software. In case of any breakdown, all efforts shall be made by the firm of rectify and make the equipment/software operational at the earliest. The firm shall ensure to abide by the copy right, intellectual

property rights & other laws as may be applicable for providing any replacements for any malfunctioning the components/items/software under and any violation of any legal requirement by the firm in this regard shall lead to termination of the contract forthwith & for failure of security money.

12. Firm will supply all the new release / new version / updates of software free of cost.
13. In case, item is of proprietary nature, firm should enclose certificate & other documents as a proof in this context.
14. **Validity:**
 - a. The contract will be initially for **one year** from the date of award and may be **renewed for further period**, at the discretion of customer and based on satisfactory services provided by the firm.
 - b. This Agreement may also be terminated by customer forthwith if at any time if the firm fails to rectify major pending complaints that have become due and such failure continues for a period of 30(thirty) days.
15. **Payment terms:** 100% of payment is to be released in advance at the beginning of AMC Period against the presentation of full set of proper bills/invoices in triplicate along with Bank Guarantee of equivalent amount shall be provided by the firm in favour of Customer (The Director, National Institute of Technology, Silchar-788010) for releasing the full payment in advance. The bank guarantee shall remain valid up-to three more months from the date of completion of the AMC period.

OR

50% payment may be released in advance at the beginning of AMC Period on half-yearly basis for initial six months of one year contract period against the presentation of full set of proper bills/invoices in triplicate. Balance 50% may be released after initial six months of one year contract period against the presentation of full set of proper bills/invoices in triplicate along with the documents pertaining to satisfactory maintenance services in the initial six months. TDS, Service tax and any other applicable taxes as per prevailing rates will be deducted before making the payment.

16. **Agreement:** The selected firm shall have to sign an agreement in two sets on non-judicial stamp papers of Rs.100.00 (One hundred) each only containing details of terms & conditions after issue of Purchase Order/ Work Order to begin AMC. One set will be retained by the customer and other set is to be retained by the firm.
17. **Penalty for Failure:** a) the firm will ensure 90% uptime in respect of service. The uptime will be completed on calendar month basis in a non-cumulative manner.
19. The E.M.D will be refunded to unsuccessful firms within a month of finalization of quotation.
20. It is not binding for the bidding agency to quote for all the items.
21. **Each bidder should clearly specify that the bidder agrees to abide by the conditions of this tender document on their printed letter head duly sealed & signed by an authorized person.**
22. The contract shall be for the full quantity as described above. Corrections, if, shall be made by crossing out, initialing dating and rewriting.
23. **The bidder should quote the total price for each item inclusive of all charges, etc. Only taxes & (discount if any) should be mentioned separately.**
24. The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
25. Each bidder shall submit only one quotation.
26. All necessary documents shall be furnished along with the bid.
27. **Validity of Tenders/Quotations:** Tenders/Quotations shall remain valid for a period not less than **6 (six) months** after the deadline date specified for submission of tender.
28. **Evaluation of Quotations :** NIT Silchar will evaluate and compare the quotations determined to be substantially responsive i.e. which
 - a) are properly signed
 - b) Conform to the terms and conditions, and specifications.
29. **Award of contract:**

NIT Silchar will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price.

- a) The bidder whose bid is accepted will be notified of the award of contract by the NIT Silchar prior to expiration of the quotation validity period. The terms of the accepted offer shall be incorporated in the purchase / work order.
 - b) Normal commercial warranty/guarantee/License validity period (if any) shall be applicable to the supplied goods.
30. **Acknowledgement of the Purchase / Work Order:** The firm shall give an acknowledgement of the receipt of the Purchase/ Work Order within 15(fifteen) days. In case, the supplier fails to acknowledge within the stipulated time, the Institute is at liberty to cancel the Purchase / Work Order.
 31. No alternations in tender forms shall be made by the bidder and if any such alteration is made, the tender is liable to be rejected.
 32. **Penalty: Penalty at the rate of 0.5% or part thereof of the order value per week, subject to a maximum of 2.5% will be imposed for delayed service.**
 33. The tenders submitted shall clearly mention the name of the firm/person in whose favour the purchase/work order is to be placed.
 34. Contact details of the person for maintenance support should clearly be given with **Name & Designation, Phone No, Fax No, Mobile, E-mail and official address.**
 35. National Institute of Technology Silchar is not liable for non-receipt of the tender forms in time due to wrong address/ any delivery delay of the mail service provider/ force majeure. Tender documents received after the last date and time for receiving tenders will be summarily rejected.
 36. **Successful bidder shall give a performance security @5-10% of the total order value in the form of Bank Guarantee.** The performance security shall be furnished after the order is placed and before the final payment. Validity of the Performance Security shall cover the warranty / guarantee /License validity period.
 - The proceeds of the Performance Security shall be payable to the purchaser as compensation for any loss resulting from the service providing firm failure to complete its obligations under the contract.
 37. All legal disputes shall be under the jurisdiction of the Silchar Courts of Cachar District in the state of Assam.


Registrar, NIT Silchar

DECLARATION

I / We hereby declare that no case is pending with the police/ court against the proprietor/ firm/ partner or the company (Agency). Also I /We have not been suspended / blacklisted by any PSU / Government Department / Financial Institution / Court.

(Signature & seal of the contractor)

Place:

Date:

NO DEVIATION CERTIFICATE

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of this tender and we do not have any deviation to this tender enquiry. We hereby undertake and confirm that we have understood the scope of work properly and shall be carried out as mentioned in this tender enquiry.

(Signature & seal of the contractor)

Place:

Date:

BIDDERS DETAILS

Name of the Supplier/ Contractor
/Party/ Firm

Name of Authorized Representative

Phone Nos.

Mobile Nos.

Fax No.

E-Mail Address

Web Site Address (If Any)

(Signature & seal of the supplier/contractor)

Place:

Date:

CHECK-LIST (TECHNICAL BID)

SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER

Sl. No.	Description of Requirement	Yes / No / NA	Page No.
1.	Tender Cost Rs.500/- (Non-refundable) in the form of Demand Draft in favour of "Director, NIT Silchar" in a separate envelope		
2.	EMD @2% of total bid value in the form of Demand Draft /Bank Guarantee in favour of "Director, NIT Silchar" in a separate envelope		
3.	Copy of Manufacturer/ Authorized Supplier Certificate		
4.	Audited financial statement for the last 3 years		
5.	Copy of the PAN card.		
6.	Copy of GST /TAX registration certificate		
7.	Copies of previous work order of similar work with completion certificate (if any)		
8.	Declaration certificate		
9.	No Deviation certificate		
10.	Bidder's details		
11.	Technical Specification		
12.	NSIC/SSI Certificate where applicable		
13.	All the pages of tender document have been signed		
14.	Price bid in separate sealed envelope.		
15.	Complete copy of Techno Commercial Bid submit along with the Price Bid.		

(Signature & seal of the contractor)

Place:

Date:

Annexure-A

Technical Specification of Item with required Quantity:

Sl. No.	Name of Item with specification	Required Quantity
Item No. 1.	ANSYS Academic Research (5 Task) TECS AMC for 3 years	AMC for 3 years
Item No. 2.	Maintenance of Existing CST STUDIO Suite License (Educational), AMC for 3 years	AMC for 3 years
Item No. 3.	Up gradation and one year AMC of (a) Conventor Ware Turbo (b) Conventor Ware MEMS Extended Analysis	Up-gradation and AMC for 1 year