
 Government eProcurement System		eProcurement System Government of India			
		Tender Details			
		Date : 25-Jan-2024 04:39 PM			
		 Print			
Basic Details					
Organisation Chain	IIT BHUBANESWAR Research and Development Section				
Tender Reference Number	IITBBS/SRIC/SP120/23-24/09				
Tender ID	2024_IITBR_792281_1	Withdrawal Allowed	Yes		
Tender Type	Open Tender	Form of contract	Supply		
Tender Category	Services	No. of Covers	2		
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No		
Payment Mode	Not Applicable	Is Multi Currency Allowed For BOQ	No		
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No		
Cover Details, No. Of Covers - 2					
Cover No	Cover	Document Type	Description		
1	Fee/PreQual/Technical	.pdf	Notice Inviting Tender for Procurement of FLOW 3D SOFTWARE		
2	Finance	.xls	Price BoQ		
		.pdf	Price reasonability		
Tender Fee Details, [Total Fee in ₹ * - 0.00]				EMD Fee Details	
Tender Fee in ₹	0.00			EMD Amount in ₹	0.00
Fee Payable To	Nil	Fee Payable At	Nil	EMD through BG/ST or EMD Exemption Allowed	No
Tender Fee Exemption Allowed	No			EMD Fee Type	fixed
				EMD Percentage	NA
				EMD Payable To	Nil
				EMD Payable At	Nil
Click to view modification history					
Work /Item(s)					
Title	IITBBS/SRIC/SP120/23-24/09				
Work Description	Notice Inviting Tender for Procurement of FLOW 3D SOFTWARE				
Pre Qualification Details	Please refer Tender documents.				
Independent External Monitor/Remarks	NA				
Show Tender Value in Public Domain	No				
Tender Value in ₹	0.00	Product Category	Miscellaneous Services	Sub category	NA
Contract Type	Tender	Bid Validity(Days)	180	Period Of Work(Days)	37
Location	IIT Bhubaneswar	Pincode	752050	Pre Bid Meeting Place	NA
Pre Bid Meeting Address	NA	Pre Bid Meeting Date	NA	Bid Opening Place	IIT Bhubaneswar
	No		No		

Should Allow NDA Tender		Allow Preferential Bidder	
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Critical Dates

Publish Date	25-Jan-2024 06:00 PM	Bid Opening Date	16-Feb-2024 11:00 AM
Document Download / Sale Start Date	25-Jan-2024 06:30 PM	Document Download / Sale End Date	15-Feb-2024 10:00 AM
Clarification Start Date	NA	Clarification End Date	NA
Bid Submission Start Date	26-Jan-2024 10:00 AM	Bid Submission End Date	15-Feb-2024 10:00 AM

Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)
	1	Tendernotice_1.pdf	Notice Inviting Tender for Procurement of FLOW 3D SOFTWARE	1619.40

Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	BOQ	BOQ_832697.xls	Price BoQ	319.50
2	Additional Documents	Priceeasonibility.pdf	Price reasonability	243.04	

Bid Openers List

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	abhishekk@iitbbs.ac.in	Abhishek Abhayprakash Kachchap	ABHISHEK KACHCHAP
2.	biswaranjan@iitbbs.ac.in	BISWARANJAN PRADHAN	BISWARANJAN PRADHAN
3.	sujit@iitbbs.ac.in	SUJIT UNA	SUJIT SIMANCHAL UNA
4.	diptiranjan@iitbbs.ac.in	Dipti Ranjan Pattanaik	DIPTIRANJAN PATTANAIAK

GeMARPTS Details

GeMARPTS ID	SEW22C9Q4PFA
Description	Flow 3D Software
Report Initiated On	25-Jan-2024
Valid Until	24-Feb-2024

Tender Properties

Auto Tendering Process allowed	No	Show Technical bid status	Yes
Show Finance bid status	Yes	Show Bids Details	No
BoQ Comparative Chart model	Normal	BoQ Compartive chart decimal places	2
BoQ Comparative Chart Rank Type	L	Form Based BoQ	No
Show Bid Details in Public Domain stage	Technical Bid Opening		

TIA Undertaking

S.No	Undertaking to Order	Tender complying with Order	Reason for non compliance of Order
1	PPP-MII Order 2017	Agree	
2	MSEs Order 2012	Agree	

Tender Inviting Authority

Name	Dean SRIC
Address	Admin Building Ground Floor IIT Bhubaneswar Aragul Jatani -752050

Tender Creator Details

Created By	SUJIT UNA
Designation	JUNIOR SUPRINTENDENT
Created Date	25-Jan-2024 04:23 PM



भारतीय प्रौद्योगिकी संस्थान भुवनेश्वर
INDIAN INSTITUTE OF TECHNOLOGY BHUBANESWAR
प्रशासनिक भवन, अरगूल, जटनि, भुवनेश्वर – 752050
ADMINISTRATIVE BUILDING, ARGUL, JATANI – 752050
www.iitbbs.ac.in

1. निविदा के लिए आमंत्रण / NOTICE INVITING TENDER

ENQUIRY NO. IITBBS/SRIC/SP120/23-24/09

DATE: 25.01.2024

To
All Eligible Bidders
Dear Sirs / Madams,

विषय / Sub : निविदा के लिए अनुरोध / Notice Inviting Tender for Procurement of FLOW 3D SOFTWARE.

1.1 Indian Institute of Technology Bhubaneswar invites online Tenders through CPP Portal <https://eprocure.gov.in/eprocure/app> from eligible Manufacturers/ Authorised Dealers /Bidders for procurement of above mentioned item.

1.2 All interested vendors are requested to send their quotation in **Two Bid System** for supply of the above item as per details Technical Specification, General Terms and Conditions and other details including **Annexure I to XI. Details of tender are as follows;**

Sl. No	Particulars	Remarks
1	Tender Reference No. & Date	IITBBS/SRIC/SP120/23-24/09 dt 25.01.2024
2	Type of Tender	Two Bid System
3	Publish Date & Time	As per CPPP Date sheet.
4	Sale/document Download Start Date & Time	
7	Bid Submission Start Date & time	
8	Bid Submission End Date & Time	
9	Time and Date for Opening of Bid	
10	Bid Securing Declaration	To be submitted Bid Declaration Form as per Annexure – VIII
11	Warranty	Twelve (12) months from the date of installation and acceptance by the user
14	Delivery	Delivery, installation, commissioning and demonstration should be completed within 37 days from the date of issue of the date of issue of Purchase order
15	Contact Telephone Numbers	9163635249
16	For technical queries Contact through E-mail	Dr. Tirtha Roy Biswas tirthroybiswas@iitbbs.ac.in

1.2.1 Please refer CPPP system generated DATE SHEET for Tender ID and Critical Dates.

1.3 The Tender document and details of terms and conditions can be downloaded from our website www.iitbbs.ac.in & <https://eprocure.gov.in/eprocure/app>

1.4 The bidders may submit their bid only though uploading in the CPP Portal <https://eprocure.gov.in/eprocure/app>. No bids received by post or by hand or by FAX/E-mail would be considered for evaluation.

1.5 The Purchaser may, at its discretion, extend the deadline for submission of bids by amending the bid documents in accordance with Clause relating to Amendment of Bidding Documents in which case all rights and

obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

2. Instructions for Online Bid Submission

2.1 The bidders are required to submit soft copies of their bids electronically on the CPPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPPP Portal.

2.2 More information useful for submitting online bids on the CPPP Portal may be obtained at: <https://etender.gov.in/eprocure/app>

2.3 REGISTRATION

2.3.1) Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etender.gov.in/eprocure/app>) by clicking on the link “Click here to Enroll”. Enrolment on the CPPP Portal is free of charge.

2.3.2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

2.3.3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPPP Portal.

2.3.4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

2.3.5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.

2.3.6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

2.4 SEARCHING FOR TENDER DOCUMENTS

2.4.1) There are various search options built in the CPPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPPP Portal.

2.4.2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

2.4.3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

2.5 PREPARATION OF BIDS

2.5.1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2.5.2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

2.5.3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

2.5.4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

2.6 SUBMISSION OF BIDS

2.6.1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2.6.2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

2.6.3) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

2.6.4) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

2.6.5) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

2.6.6) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

2.6.7) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

2.6.8) Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

2.6.09) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

2.6.10) The bidder may please not that there is no facility of extension of the bid submission date for what so ever reason. Therefore they should ensure that the bid is uploaded well in advance without waiting for the last date and time as there could be issues like server not responding, internet speed slow, and document not getting uploaded and so on. **IIT Bhubaneswar** shall not be responsible for any of these factors.

2.7 ASSISTANCE TO BIDDERS

2.7.1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2.7.2) Any queries relating to the process of online bid submission or queries relating to CPPP Portal in general may be directed to the 24x7 CPPP Portal Helpdesk.

2.7.3) Tenderer are advised to follow the instructions provided in the 'Instructions to the Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://etender.gov.in/eprocure/app>.

3. INSTRUCTIONS

1. Bidders must submit their digitally signed bids in first Envelop contains the following documents:
 - A. Cover 1**
 - Bid Securing Declaration Form for (Annexure – VIII)
 - Technical Bid along with literature
 - OEM Authorization Certificate (MAF)
 - copy of your Income Tax return copies (last three years) and copy of PAN
 - List of Items along with specifications.
 - Similar Purchase Order copies executed in National Importance Institutions like, IITs, NITs, IISERs, NISER, Central Universities etc.,
 - Bidders details.
 - Make In India declaration for local content. (as per Annexure VII.)
 - All other documents as per attached Annexures (I to XI Except Price BoQ)
 - B. Cover 2**
 - Price Bid. (**In Second Envelop in BoQ Ms-Excel format.**)
 - Price reasonability certificate in PDF format & similar Purchase Order/ company price list.
2. The offer must be submitted in **Two Bid - Two Envelope** only though uploading in the CPP Portal, before the last date & time for bid submission.
3. Quotation document (s) and all enclosures must contain the signature of the competent authority of the firm.
4. In case, the firm quoting for above mentioned items is the Authorized Dealer / Distributor of the manufacturer. Copy of authorization certificate should be enclosed with the quotation. Offers submitted without proper authorization shall be rejected summarily.
5. **Original Equipment Manufacturer (OEM) and their Authorized Dealer / Distributor both shall not be participated in tendering process. In such case, OEM Bid will be considered a per CVC guidelines.**
6. The Bank/RTGS detail must be submitted along with the quotations /Tenders on the letter head. A Scan copy of the cancelled cheque can also be attached for verification of IFSC code (if required).

4. TERMS & CONDITIONS

The offer must comprise of the following failing which it will be treated as non-responsible hence rejected:

1. The basic price must not be higher than price of the principal, if any additional accessories required, as per enquiry, it must be quoted separately. Price list in case of proprietary items must be submitted.
2. **Conditional tenders will not be accepted.**
3. **Price Bid must be submitted in as per BoQ in MS-Excel format only, no other format will be accepted.**
4. **BoQ is in INR only, bidder shall quote in INR only. No request shall be entertained to add any other currency after the floating of the tender under any circumstance.**
5. **Bidders shall fill all the boxes in BoQ to be filled by Bidders. No Box should be left blank. As the comparative statement will be generated by system. As system generates the comparative statement on the basis of the final landing cost. In case, any box left blank by Bidder such as taxes etc. system presumed that all break up prices included in the final landing cost.**

6. **The bidder shall complete the BOQ as provided in the bidding documents. The BoQ must be completed without any alterations to its format and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested in BoQ.**
7. **Optional items. There is no scope to quote of optional items in BoQ. Bidders shall quote the price for all stores offered in Techno-commercial bid.**
8. **Late and delayed quotation:** Late and delayed tender will not be considered. If, in any case, unscheduled holiday occurs on prescribed closing/opening date, the next working day shall be the prescribed date of closing/opening. It will be the sole responsibility of the firm that quotation should reach on or before the due date and time.
9. **Pre-installation Requirement:** The bidder should mentioned pre-installation requirements for the equipment like ambient temperature, humidity, weather specification, power specifications, etc., when items are provided full performance satisfactions, should be demonstrated.
10. **E-Waybill: E-Waybill issued by the institute against the invoice of the vendor. If required as per the Gol notification w.e.f 01.07.2017.**
11. Authorization Dealer Certificate of Principal.
12. The exact days of delivery period, installation & commissioning schedule.
13. The exact figure of percentage of discount offered.
14. **The quoted price (final offer) must be F.O.R. i.e. IIT Bhubaneswar, Permanent Campus, Argul, near Jatni including Packing & Forwarding, Freight, and Insurance etc.**
15. **CPPP system generates the comparative statement of the price bids (BoQ) and rank the bidders L1, L2, L3 and so on. L1 will be decided cumulative value of all items. Therefore, bidders must ensure that duly filled BoQ in all respect shall be uploaded on CPPP. As the system generated Comparative statements taken into consideration.**
16. **Award of the Contract: Contract will be awarded to lowest evaluated bidder subject to Purchase Preference Policies in Pursuant to Public Procurement Policy for Micro and Small Enterprises (MSEs) and Make In India as per Gol, Ministry of Finance, Department of Expenditure letter No F.1/4/2021-PPD dt 18.05.2023/as per latest Gol order. <https://doe.gov.in/procurement-policy-divisions>**
17. The Eligible MSEs / Local Supplier Bidders who intend to match the L1 Price (ultimately decided by the Institute) shall indicate the willingness to match the L1 **Price within 2 working** days from the date of communication from the Institute to avail the purchase preference. In the absence of a reply, it shall be presumed that MSE / the Local Supplier Bidder has rejected the offer and the Institute shall proceed further to Award the contract to lowest evaluated bidder.
18. **Option Clause:** The Purchaser reserves the right at the time of contract award to increase or decrease the quantity of goods and services originally specified in the tender document without any change in unit price or other terms and conditions. Further, at the discretion of the purchaser, the quantities in the contract may be enhanced by 30% within the delivery period.
19. The quotations must be neatly typed or computer printed. **Hand written offer will be rejected.** Quotations must carry the numbers of GST No. invariably on the top.
20. **SPECIFICATION AND MAKE:** Quotation should be given for the exact specification and make as shown in the enquiry against Sl. No. of the item., if in the view of the supplier there is any other alternative item which can serve out purpose, quotation may also be given for the same separately client list along with the order copy of similar equipment supplied to any IITs / any Govt. Organization including detail of price & all charges must be attached.

In the case of items quoted having specifications different than those mentioned in the enclosed Tender format, kindly submit the information and the prices in the same format but on additional Sheet.

The supplier must have submitted the catalogue of the product along with the technical bid. The supplier must also provide a list of premier institutions (Like IITs/ NITs or Internationally reputed Universities, etc.) to which similar product has been supplied with product details. A compliance certificate to be provided item wise as per the specification.
21. The date of delivery should be strictly adhered to failing which the purchase order is liable to be cancelled. Penalty may be imposed as per P.O. terms & conditions. Goods should be securely, safely and adequately packed & dispatched at the risk of supplier and packing costs quoting this order reference should be kept in all package. Local firms are requested to deliver the goods in our stores before 3.00 PM on any working day.
22. **VALIDITY PERIOD:** The Bid validity and offer validity is 180 days from the end date of submission of the bid.

23. **Delivery Period** : Delivery, installation, commissioning and demonstration of the software should be completed within 37 days from the date of issue of the Purchase Order.
24. **PAYMENT**: 100% payment will be made after delivery, installation & satisfactory acceptance by the user subject to submission of all requisite documents i.e PBG 5% of total order Value, Delivery Challan, Original Tax invoice, Warranty Certificate, Installation Certificate etc. If the supplier fails to submit the PBG, Institute will release 95% payment and balance 5% will be released after completion of warranty period + 2 months only.
25. **WARRANTY/ DEFECT LIABILITY PERIOD** :
- The Software should be covered under onsite OEM warranty for a period of **12 (Twelve) months** from the date of successful installation and acceptance by the user. In case any part or whole of the software is found to be defective during the warranty period, then the same will have to be replaced/repaired free of cost at our premises. During the Warranty period, upgrades and maintenance will be free of cost.
- The software under warranty period must be attended & problems rectified immediately within 48 hours of lodging of complaint by the Institute and this may be considered as the down time. The warranty period shall automatically be extended for such period for which the software is not attended & rectified on lapses of the down time.
26. **PERFORMANCE BANK GUARANTEE (PBG)**: The successful Bidder has to submit Performance Security of 5% of the total order value on or after installation of the software. Performance Security must valid for 14 (Fourteen) months i.e. 2 months beyond the warranty period to cover the warranty. Performance security is to be issued and sent directly from an Indian Scheduled/Nationalized bank. In case of non-submission of PBG, the equivalent amount will be kept on hold from the Bill amount till completion of Warranty Period + 2 Months. PBG period will start from the date of the installation.
27. **LIQUIDATED DAMAGES**: As time is the essence of this order, the date of delivery, Installation, Commissioning and demonstration of the software should be strictly adhered to, otherwise the delivery, Installation, Commissioning and demonstration in full or in part may not be accepted and penalty for late delivery/Installation/ Commissioning will be imposed @ 0.5% of the contract value per week or part of the week of the delayed period, subject to a maximum of 10% of the total value of supply order & beyond 10% subject to approval of the Competent Authority of the Institute.
28. **Only 'Class-I local supplier' and 'Class-II local supplier', as defined in the Public Procurement (Preference to Make in India), Order 2017 shall be eligible to bid in tender. For more details please refer: Order No.: P-45021/2/2017-PP (BE-II), DPIIT, Ministry of Commerce and Industry issued Dated: 16th Sept. 2022 (amended time to time).**

A declaration has to be provided in this regard that the item offered meets the local content requirement for 'Class-I local supplier' & 'Class-II local supplier'. (As per annexure-VII)

29. **REASONABILITY OF PRICES:**

- (i) **The quoting party should give a certificate to the effect that** the quoted prices are the minimum and they have not quoted the same item on lesser rates than those being offered to the Institute to any other customer nor they will do so till the validity of offer or execution of the purchase order, whichever is later.
- (ii) Copies of **at least last three supply orders of the last 3 years** received from other customers along with details of such supply orders preferably in India for the same item/model **must be submitted with the offer if they have any**, giving reasons of price difference of their supply order & those quoted to us, if any. Non-submission of such Purchase Order copies may lead to rejection of their bid.
- (iii) The party must give details of identical or similar equipment, if any, supplied to any IIT labs during last three years along with the final price paid and Performance Certificate from them.

- (iv) A client list along with the satisfactory installation certificate of similar equipment supplied to Govt./ Semi govt./ reputed private Institute must be submitted, without which their offer may not be considered for evaluation and rejected.
30. All communications are to be addressed to the undersigned only. Any kind of canvassing visit to the Institute Premises for enquiry of the status of the tender without prior permission may lead to rejection of the bid.
31. At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender documents by amendment. The same would also be hosted on the website of the Purchaser and all prospective bidders are expected to surf the website before submitting their bids to take cognizance of the amendments.
32. **Only those Bidders who meet/comply the eligibility criteria as per the clauses regarding restrictions under Rule 144(xi) of the GFR 2017 as per Gol, Ministry of Finance, Department of Expenditure letter No F.7/10/2021-PPD and F.7/10/2021-PPD all dt 23.02.2023/ as per latest Gopl Order will be considered in addition to other eligibility criteria mentioned in NIT. Bidders must submit an undertaking in this regard as per Annexure IX. <https://doe.gov.in/procurement-policy-divisions>**
33. **False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Finance Rules along with such other actions as may be permissible under law.**
34. After opening of the technical Bid, the bidder may be asked in writing or online(through email) to clarify on the uploaded documents provided in the technical bid, if necessary, with respect to any doubts or the illegible documents required for technical evaluation. Institute may ask for any other documents/information during technical evaluation of the tender. Provided in all such cases, furnishing of any such documents in no way alters the bidders price Bid. Institute may reserve the right to accept any additional document.
35. For examination, evaluation and comparison of bids, Institute may at his/her discretion to ask the lowest bidder for clarification of his rates including reduction of rate on negotiation and breakdown of unit rates as per Gol rule.
36. IIT Bhubaneswar reserves the right to accept or reject or cancel any or all enquiries or quotations at any stage without assigning any reason thereof.
37. For any dispute, the place of jurisdiction shall be Bhubaneswar, India only.

Yours faithfully,

Sd/-xxxx
Dean SRIC
For & Behalf of IIT Bhubaneswar

TECHNICAL SPECIFICATION OF FLOW 3D SOFTWARE,
QUANTITY: 01 SET

S.No	Specifications
1	Perpetual FLOW-3D software License : Single 32-core solver instance token
2	The license includes 999 pre and post-processing instances
3	2 instances of FLOW-3D POST (Post Processor) tokens (Post processing can be done on different machines)
4	999 user interface instances capable to be opened on different machines
5	Compatible with 64-bit Windows Operating systems on Computers with Intel processors with 16 or more cores, 64 GB RAM and above, and the SSD (hard disk drive) of more than 500 GB with NVIDIA 3GB+ graphics card.
6	Licenses with the capacity to handle unlimited “computational cells or nodes
7	Templates for One/Two fluid free surfaces, Air Entrainment, Sediment scour, and Shallow water simulations
8	Free up-gradations of the license version for the first year from the date of supply
9	Parallel processing capabilities
10	Latest Version of the software module on the date of supply
11	License validity - Perpetual.

PRICE BID (COVER 2)

As Per BoQ Format only to be submitted in Cover 2 only.

- 1. Price BoQ in Ms-Excel format only.**
- 2. Price reasonability certificate in PDF format & Similar Purchase Order/
company price list.**
- 3. Work & Item wise, price & GST break up must be provided.**

Bidder Information Form

- (a) *The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted. This should be done of the letter head of the firm]*

Date: [insert date (as day, month and year) of Bid Submission]

Tender No.: _____/

Page 1 of _____ pages

01.	Bidder's Legal Name <i>[insert Bidder's legal name]</i>
02.	In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>
03.	Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
04.	Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
05.	Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
06.	Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
07.	Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> Articles of Incorporation or Registration of firm named in 1, above.
08.	Whether firm is MSEs Unit: YES/ NO If YES then please Specify the category of ownership: SC/ST or Women: (Please Submit the Documentary Evidence for UAM and ownership details.)
09.	Whether firm is Local Supplier as per Make in India Order: YES/NO If Yes then Please Specify: Class I or Class II (Please Submit the Documentary Evidence for Local Content as per Annexure VII) Country of Origin of quoted Goods:
10	Bidder Undertaking: "I certify that (Name of the Bidder) is not from such a country or, if from such country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)" (Please refer Annexure IX.)

Signature & Seal of Bidder _____

Name _____

Business Address _____

(To be given on Company Letter Head)

Date: _____

To,
Registrar,
Indian Institute of Technology Bhubaneswar,
Argul, Jatani – 752050

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: _____

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. 17 to 23 (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

VENDOR MASTER FORM

(To facilitate registration under PFMS and fund transfer through RTGS, NEFT/ INTRA BANK Transfer-One time information required on Bidder's letter head)

SI No.	Information required	Data furnished
1	Name of the supplier company /firm	
2	CIN Number (in case of company)	
3	Complete contact address with PIN number	
4	Landline phone number	
5	Mobile number of contact person/ Finance Executive (for SMS on payment details)	
6	e-Mail ID (for receiving payment details)	
7	PAN Number	
8	GST Registration Number (with copy of GST registration certificate)	
9	TAN Number	
10	Bank account number (with a copy of cancelled cheque or Xerox copy of cheque leaf)	
11	Name of the Bank	
12	Name of the Bank Branch	
13	IFSC Code of Bank	
14	MICR Code of Bank	
15	Bank Account details where LC is to be opened in case of foreign suppliers (if applicable)	

I / We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit is not effected at all for reason of incomplete or incorrect information, the Indian Institute of Technology, Bhubaneswar will not be responsible.

Authorised signatory with date and seal

MANUFACTURERS' AUTHORIZATION FORM (MAF)

[The Bidder 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.: _____

To: **IIT Bhubaneswar, Argul – 752050, Odisha**

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 & % of local content & Country of Origin]**, do hereby authorize **[insert complete name of Bidder]** 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 NIT of the General Conditions of Contract, 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 Bidder]*

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

**FORMAT FOR SELF-CERTIFICATION ISSUED BY OEM UNDER PREFERENCE TO
MAKE IN INDIA ORDER**

CERTIFICATE FOR CLASS-I or CLASS- II LOCAL SUPPLIER

Date: *[insert date (as day, month and year) of Bid Submission]*

Tender No.: _____

To: **IIT Bhubaneswar, Argul – 752050, Odisha**

We hereby declare that the items under our Quotation No. _____
_____ in the brand name of _____
& (equipment details) _____ are manufactured
at (complete address) _____

Hence, its contains the local content of _____% (as per I. CALCULATION OF LOCAL
CONTENT(LC) – GOODS)

- a) More than 50% (Class I)
- b) More than 20% and Less than 50% (Class II)
(*Strike out whichever is not applicable*)

as defined under the Make in India policy of the Department for Promotion of Industry & Internal
Trade, DPIIT, Govt of India.

The value addition for the local content is done at (Name of the place& Address)
_____.

The Country of Origin of the item(s) used in manufacturing of Equipment is/are
_____. **Further, it is declared that finished Equipment is
not imported and local Content not calculated on the basis of Transportation, Insurance,
Installation, Commissioning, and Training & after sales services. But Equipment is
Manufactured/Assembled in India at out Factory
address_____.**

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

We also declare that the goods are not manufactured in a country that shares its land border with
India nor the beneficial owner belong to those country.

We shall be held responsible if the certificate is found to be incorrect.

The certificate may be prepared under letterhead of the vender and submitted duly signed
by the authorized signatory.

Date:

Name, Sign & Seal of the OEM

Place:

Bid-Securing Declaration Form

Date: **[insert date (as day, month and year) of Bid Submission]**

Tender No.: _____

To: **IIT Bhubaneswar, Argul – 752050, Odisha**

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of **Two Year** from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration).

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of: (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid).

Undertaking regarding restrictions under Rule 144(xi) of the GFR 2017 as per GoI, Ministry of Finance, Department of Expenditure letter No F.7/10/2021-PPD and F.7/10/2021-PPD all dt 23.02.2023.

1. “I have read the clause regarding restrictions on Procurement from a bidder of a country which shares a land border with India, and on sub contracting to contractors from such countries ; I certify that _____(Name of the Bidder) is not from such a country or, if from such country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)”

2. “I have read the clause regarding restrictions on Procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that _____(Name of the Bidder) does not have any TOT arrangement requiring registration with the Competent Authority.”

Or

“I have read the clause regarding restrictions on Procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that _____(Name of the Bidder) has valid registration to participate in this procurement.”

(Signature of the OEM, with Official Seal)

Compliance of Technical Specification

Bidder Name & Address : _____

Offered Make & Model : _____

Bid Requirement (Allowed Value)		Offered Value by the Bidder	Compliance (Yes/No)	Deviation from the Requirement Specifications
1	Perpetual FLOW-3D software License : Single 32-core solver instance token			
2	The license includes 999 pre and post-processing instances			
3	2 instances of FLOW-3D POST (Post Processor) tokens (Post processing can be done on different machines)			
4	999 user interface instances capable to be opened on different machines			
5	Compatible with 64-bit Windows Operating systems on Computers with Intel processors with 16 or more cores, 64 GB RAM and above, and the SSD (hard disk drive) of more than 500 GB with NVIDIA 3GB+ graphics card.			
6	Licenses with the capacity to handle unlimited “computational cells or nodes			
7	Templates for One/Two fluid free surfaces, Air Entrainment, Sediment scour, and Shallow water simulations			
8	Free up-gradations of the license version for the first year from the date of supply			
9	Parallel processing capabilities			
10	Latest Version of the software module on the date of supply			
11	License validity - Perpetual.			

Compliance of Terms & Conditions

Delivery, Installation, Commissioning and, demonstration Period	Delivery, installation, commissioning and demonstration should be completed within 37 days from the date of the issue of the Purchase Order.			
Warranty	The Software should be covered under onsite OEM warranty for a period of 12 (Twelve) months from the date of successful installation and acceptance by the user. In case any part or whole of the software is found to be defective during the warranty period, then the same will have to be replaced/repared free of cost at our premises. During the Warranty period, upgrades and maintenance will be free of cost. The software under warranty period must be attended & problems rectified immediately within 48 hours of lodging of complaint by the Institute and this may be considered as the			

	down time. The warranty period shall automatically be extended for such period for which the software is not attended & rectified on lapses of the down time.			
Local content declaration & Country of the origin of the software	Local content declaration and country of origin must be provided duly stamped and signature by OEM only as per annexure provided in NIT.	Local Content % _____ Country of Origin _____		
Performance Bank Guarantee (PBG)	The successful Bidder has to submit Performance Security of 5% of the total order value on or after installation of the software. Performance Security must valid for 14 (Fourteen) months i.e. 2 months beyond the warranty period to cover the warranty. Performance security is to be issued and sent directly from an Indian Scheduled/Nationalized bank. In case of non-submission of PBG, the equivalent amount will be kept on hold from the Bill amount till completion of Warranty Period + 2 Months. PBG period will start from the date of the installation.			
Payment Term	100% payment will be made after delivery, installation & satisfactory acceptance by the user subject to submission of all requisite documents i.e PBG 5% of total order Value, Delivery Challan, Original Tax invoice, Warranty Certificate, Installation Certificate etc. If the supplier fails to submit the PBG, Institute will release 95% payment and balance 5% will be released after completion of warranty period + 2 months only.			
Past Performance	Bidders must submit the Similar Purchase Order copies executed in National Importance Institutions like, IITs, NITs, IISERs, NISER, Central Universities etc. Failure to submit the same, Bid may be rejected			
Liquidated Damages	As time is the essence of this order, the date of delivery, Installation, Commissioning and demonstration of the software should be strictly adhered to, otherwise the delivery, Installation, Commissioning and demonstration in full or in part may not be accepted and penalty for late delivery/Installation/ Commissioning will be imposed @ 0.5% of the contract value per week or part of the week of the delayed period, subject to a maximum of 10% of the total value of supply order & beyond 10% subject to approval of the Competent Authority of the Institute.			
Restriction on Land border sharing	Bidder must comply the all clauses regarding restrictions under Rule 144(xi) of the GFR 2017 as per Gol, Ministry of Finance, Department of Expenditure letter No F.7/10/2021-PPD and F.7/10/2021-PPD all dt 23.02.2023. and also submit an undertaking in this regard as per Annexure attached.			
Cancellation	IIT Bhubaneswar reserves the right to accept or reject or cancel any or all enquiries or quotations at any stage without assigning any reason thereof. Printed conditions, if any, contained in or sent along with the quotation shall not be binding on us. IIT Bhubaneswar reserves all the rights cancel the Purchase Order at any stage without assigning any reason thereof.			
Jurisdiction	For any dispute, the place of jurisdiction shall be Bhubaneswar, India only.			
Annual turnover & GST Registration	Copy of your Income Tax return copies (last three years), copy of PAN & GST registration certificate			

Submission of other documents	Bidders must submit the Manufacture Authorization Form duly signed by the OEM, Bidder Details, Acceptance for Bid Terms and Conditions, Bid Securing declaration certificate and Vendor Master Form as per Annexures attached		
Other terms & conditions	As per NIT		

CHECKLIST FOR TECHNICAL BIDDING

Sl. No.	Documents asked for	Documents submitted Yes/No	If Yes PDF Page No
1.	Make & Model offered		
2.	Copy of Compliance statement of technical specification and terms and conditions as per annexure attached	Yes/No	
3.	Copy of MAF/OEM (If Authorized dealer, authorization certificate must be signed by the OEM). If OEM, registration of the firm with mentioning the brand of the equipment must be submitted.	Yes/No	
4.	Copy of Local content declaration as per annexure of NIT with mentioning the & Country of Origin and must be signed by the OEM	Yes/No	
5.	Copy of Past Performance/Experience (Similar Purchase order must be submitted)	Yes/No	
6.	Bid Securing declaration as per tender annexure	Yes/No	
7.	Acceptance of Terms & conditions as per tender annexure	Yes/No	
8.	Copy of Income Tax return copies (last three years), copy of PAN & GST registration certificate	Yes/No	
9.	Bidder details as per annexure	Yes/No	
10.	Vendor master form as per annexure	Yes/No	
11.	Cert of Land Border Sharing as per tender annexure	Yes/No	
12.	Compliance of delivery period as per tender	Yes/No	
13.	Compliance of warranty period and term as per tender	Yes/No	
14.	Compliance of PBG term as per tender	Yes/No	
15.	Compliance of payment term as per tender	Yes/No	
16.	Compliance of Liquidated damages term as per tender	Yes/No	
17.	Compliance of Cancellation clause as per tender	Yes/No	
18.	Compliance of Jurisdiction clause as per tender	Yes/No	
19.	MSME certificate (for preference purpose as per Gol and tender)	Yes/No	
20.	Any others	Yes/No	

Note:

Technical bid to be submitted as per above order with clearly mentioning the page number duly signed by Bidder.

**(Signature of the bidder)
Name and Address (with seal)**