



**Tender Ref. No.: NTSC/TOOL ROOM/2016-17/94 (9)**

## **TENDER DOCUMENT**

**for**

**Supply & Installation  
of**

**Academic Teaching Mechanical &  
CFD Solution with SpaceClaim Software**

**The National Small Industries Corporation Limited**

(A Government of India Enterprise)

Okhla Industrial Estate, Phase III

New Delhi-110020

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**NOTICE INVITING TENDER**

The National Small Industries Corporation Ltd. (NSIC), Okhla, New Delhi invites sealed Tender in Two Bid System (Technical & Commercial Bid in two separate envelopes) from OEM, Authorized Distributors/ Partner/ Dealer for **Supply & Installation of Academic Teaching Mechanical & CFD Solution with SpaceClaim Software.**

The details are summarized below:-

a)	Tender number	Reference number for inviting Bids through this Tender is NSIC/TOOL ROOM/2016-17/94 (9)
b)	Purchaser	The National Small Industries Corporation Ltd. which is a Government of India Enterprise under the Ministry of Micro, Small & Medium Enterprises.
c)	Usage of Software	The purchaser would place the Software in their Educational Training Centre and shall be utilized for imparting skill and entrepreneurship development training.
d)	Scope of Tender	Software Supply, Installation & Training to Trainers.
e)	Specification/ Details of Software	The detailed specifications of Software are specified in Tender and placed at <b>Annexure-A</b>
f)	Web page for details of Tender	Web page: <a href="http://www.nsic.co.in/Tenders.asp">http://www.nsic.co.in/Tenders.asp</a> The prospective Bidders are advised to remain in touch with the website for any update in respect of this Tender.
g)	Locations of supplies	The Software(s) is/are proposed to be supplied at NSIC-Technical Services Centers at New Delhi (Delhi), Rajkot (Gujarat) and Neemka, Faridabad (Haryana).  It may be noted that the Chief General Manager of NSIC have full rights to cancel any location for supplies while placing the supply orders to selected Bidder. The reason for cancellation of supply to any of the locations or all locations would not be disclosed.
h)	Earnest Money Deposit (EMD) along with Tender	An EMD of <b>Rs. 30,000/-</b> (Rupees Thirty Thousand Only) per location shall be submitted in the form of D.D. in favour of 'NSIC Ltd.-NTSC A/c' payable at New Delhi and to be placed in the Technical Bid envelope while submitting the Tender. In case Bidder wishes to Bid for all three locations, the total EMD of <b>Rs. 90,000/-</b> (Rupees Ninety Thousand Only) would be payable.
i)	Exemption from the payment of EMD and Tender fee	The exemption for the payment of EMD as well as Tender fee will be applicable to the Udyog Aadhaar/ NSIC/ District Industry Centre registered units for the goods for which the said Tender floated.



j)	Cost of Tender Documents	The Tender document can be collected from the office of the Chief General Manager, NSIC-Technical Services Centre, Okhla Industrial Estate, New Delhi in between the period from <b>30th, December 2016 to 20th, January 2017</b> (except Saturday & Sunday) between 10:30 hours to 15:45 hours against payment of Rs. 1000/- (Rupees One thousand only) (Non-refundable) by way of demand draft, in favour of 'NSIC Ltd.-NTSC A/c' payable at New Delhi. Alternatively Tender form can be downloaded from our website <a href="http://www.nsic.co.in">www.nsic.co.in</a> from <b>30th, December 2016 to 20th, January 2017</b> . In case the Tender downloaded for submission of offer, the Tender fee of Rs. 1000/- in form of demand draft in favour of 'NSIC Ltd.-NTSC A/c' payable at New Delhi shall be enclosed with Technical Bid of the Tender while submitting the Tender.
k)	Last date of submission of Tender	<b>Tender must be delivered to the address below on or before 20th, January 2017 up to 15.45 hours.</b> Late Bids will be rejected. The Chief General Manager, NSIC- Technical Services Centre, Okhla Industrial Estate, New Delhi-110020
l)	Date of opening of Technical Bid (Envelope-1)	<b>The Technical Bid for the Tender shall be opened on 20th, January 2017 at 16:45 hours at the address as under:</b> The Chief General Manager, NSIC- Technical Services Centre, Okhla Industrial Estate, New Delhi-110020
m)	Date of opening of Commercial Bid (Envelope-2)	The date for opening second envelope containing Commercial Bid will be intimated to the qualified Bidders separately.

**Note:** In case of any further details required, the same can be collected from the office of the Chief General Manager, NSIC-Technical Services Centre, Okhla Industrial Estate, New Delhi from **30th, December 2016 to 20th, January 2017** (except Saturday & Sunday) between 10:30 hours to 15:45 hours.

Chief General Manager,  
NSIC- Technical Services Centre,  
New Delhi-110020



**INSTRUCTIONS TO THE TENDERERS**

The Tender shall be submitted in accordance with these instructions, as under.

**1. Abbreviations:**

Throughout this Tender documents”, the word/ term:

- a) “NTSC” means NSIC-Technical Services Centre.
- b) “NSIC” means The National Small Industries Corporation Ltd.
- c) “day” means Calendar day.
- d) “working day” means Monday to Friday in week.
- e) “Tender” means Tender number NSIC/ TOOL ROOM/ 2016-17/94 (9)
- f) “Software” means the Softwares/equipment/accessories as detailed at Annexure-A.
- g) If context so requires, “singular” means “plural” and vice versa.
- h) “EMD” means Earnest Money Deposit.
- i) “Purchaser” means The National Small Industries Corporation Ltd.
- j) “Bid” means the document and financial details submitted by Bidder.
- k) “Bidder” means the eligible and qualified Original software developer / Authorized Distributors/ Authorized Dealers.
- l) “Tenderer” means the eligible and qualified Original software developer / Authorized Distributors/ Authorized Dealers.
- m) “OEM” means Original Software Developer.

**2. Eligible Bidder:**

- a) The intending Bidder, in case of Original software developer shall submit a self-declaration on their letter-head, alongwith the Technical Bid, confirming that they are regular in development & supplying the similar Softwares, as asked in this Tender, for the last Ten (10) years.
- b) The original software developer shall possess ISO Certificate for their establishment. The copy of the valid ISO Certificate shall be placed with the Technical Bid.
- c) The intending Bidder, in case of Authorized Distributor of OEM / Authorized Dealer of OEM shall possess valid authorized Distributorship / Dealership license from Original software developer who should have valid ISO Certificate and shall be engaged in regular development and supply of similar Software for the last Ten (10) years. The Bidder shall enclose the copy of the same in Technical Bid while submitting the Tender.

**3. Location of supplies:**

- a) The details of locations where the Software(s) supplied through this Tender are as under:

#	Location	Address for supplies
1	New Delhi	NSIC- Technical Services Centre, Okhla Industrial Estate, New Delhi-110020
2	Rajkot, Gujarat	NSIC- Technical Services Centre, Aji Industrial Estate, Rajkot, Gujarat
3	Neemka, Faridabad, Haryana	NSIC- Technical Services Centre, Neemka, Distt. Faridabad



- b) The Bidder is free to inspect the location(s) in the premises before submitting the Bid under this Tender.
- c) It may be noted that the Chief General Manager, NTSC Okhla have full rights to cancel any location for supplies even after calling the offers from Bidders but before the issue of supply order to execute the supply by the Bidder. The reason for cancellation of supply to any of the locations or all locations would not be disclosed.

#### 4. Scope of Supplies:

- a) The Software shall be supplied in compliance to the specifications mentioned in **Annexure- A** of the Tender.
- b) The specifications of the Software as mentioned in the **Annexure-A** are the requirements of Tender, however higher specifications of Software may be considered subject to their cost economics i.e. competitiveness in financial terms for the particular location.
- c) After the supply of Software as mentioned in the **Annexure A**, the Bidder has to execute its installation at the designated site in the location(s). No extra cost shall be paid for this reason.
- d) After the Supply and Installation of Software, the training to the local trainer shall be given for ten (10) working days wherein the training about the Software's operations, maintenance, information about Do's & Don'ts as well as trouble shooting & all other areas which are necessary for smooth functioning of Software shall be provided to at least two persons designated by purchaser, at site, by the Bidder. No extra cost shall be paid to the successful Bidder for imparting this training.
- e) The Bidder shall offer on-site comprehensive warranty of Software for at least two years from the date of successful Installation of Software at the designated location. The purchaser is not liable to pay any extra charges on any account during warranty period.
- f) The Bidder shall cover the Software(s) under Maintenance Contract for three years after the expiry of warranty period without asking for any additional financial charges from purchaser.

#### 5. Delivery

- a) The purchaser interested for complete delivery of Software by the Bidder within sixty (60) calendar days from the date of issue of supply order. However, the Bidder have an option to submit the best delivery time, but in any case the delivery should be before 90 days from the date of issue of supply order by purchaser.
- b) The software shall be inspected on receipt at site and Bidder shall be responsible for any damage during the transit of Software.
- c) The Bidder shall not arrange part shipments and/or trans-shipments without the permission of purchaser. The insurance cover including insuring the goods against the loss or damage incidental to development or acquisition, transportation, storage and supply & Installation shall be obtained by the Bidder in his own name and not in the name of purchaser. The purchaser will as soon as possible but not later than 30 days from the date of arrival of goods at destination shall notify the Bidder of any loss or damage to the goods.

#### 6. Warranty

- a) The Bidder shall offer on-site comprehensive warranty of Software for two years from the date of successful installation of Software at the designated location & shall cover each and every part of the Software including parts having limited life etc. The purchaser is not liable to pay any extra charges on any account during warranty period.
- b) The Bidder shall pay to the purchaser such compensations that may arise by reasons of the warranty therein contained but not attended by the Bidder.



- c) Any part or parts fail or proved defective within the on-site warranty period specified above, owing to defect in design, material or workmanship, the Bidder shall have to replace them at the place of installation without asking for any charges.
- d) During the warranty period, expert(s) shall be deputed at site by the Bidder within three working days from the date of request from purchaser, to rectify and fixing the defects of Softwares at the location where Software(s) supplied. The cost of deputation of expert(s) and any other associated expenditure shall be borne by the Bidder.

**7. Three Years Maintenance Contract**

The Bidder shall cover the Software(s) under Maintenance Contract for three (03) years after the expiry of warranty period without claiming any additional financial charges from purchaser. The financial Bid for the Software(s) shall be quoted accordingly.

**8. After Sales Services**

- a) The Bidder shall ensure to render after sales services during the warranty period and in the period of Maintenance Contract to the satisfaction of purchaser.
- b) The Bidder will depute their engineer within three working days to attend the service call received in writing from purchaser.

**9. Manuals:**

The Bidder to supply three (03) sets of the following manuals in hard format and one (01) soft format along with Software:

- i. Installation Manual
- ii. Operation Manual
- iii. Maintenance Manual
- iv. Training Manual

**10. Tender documents:**

- a) The Tender document can be collected from the office of the Chief General Manager, NSIC-Technical Services Centre, Okhla Industrial Estate, New Delhi in between the period from **30th, December 2016 to 20th, January 2017** (except Saturday & Sunday) between 10:30 hours to 15:45 hours against payment of Rs. 1000/- (Rupees One Thousand only) (Non-refundable) by way of demand draft, in favour of 'NSIC Ltd.-NTSC A/c' payable at New Delhi.

Alternatively Tender form can be downloaded from our website [www.nsic.co.in](http://www.nsic.co.in) from **30th, December 2016 to 20th, January 2017**. In case the Tender downloaded for submission of offer, the Tender fee of Rs. 1000/- in form of demand draft in favour of 'NSIC Ltd.-NTSC A/c' payable at New Delhi shall be enclosed with Technical Bid of the Tender while submitting the Tender.

The other option is to pay Rs. 1000 by RTGS/NEFT to the bank of purchaser as detailed under:

ACCOUNT NAME	BANK NAME	BANK A/C NO.	BANK CODE	IFSC
NSIC LTD.- NTSC A/C	PUNJAB NATIONAL BANK, OKHLA, NEW DELHI	0602002100009880	PUNB0060200	

The Bidder is requested to attach the Bank Statement / RTGS Slip in the Technical Bid, to prove the transfer of payment to the purchaser's Account.

- b) At any time prior to the deadline for submission of Bids, the Purchaser may amend the Bidding Documents by issuing addendum. The prospective Bidders are advised to remain in touch with the Website for any update in respect of this Tender.





**11. Authorization for Submission of Tender:**

- a) The original and all copies of the Bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The written confirmation of authorization (in form of letter on the Bidder's letter head) to sign on behalf of the Bidder confirming the signature as a person duly authorized to sign should be attached with the technical Bid of the Tender.
- b) The person signing the Tender form or any other documents on behalf of the Bidder shall be deemed to warrant that he has authority to bind the Bidder. If it subsequently comes to light that the person so signed had no authority to do so, the purchaser may without prejudice to any other civil & criminal remedies cancel the Tender and hold the Bidder liable for all costs, charges and damages.

**12. Earnest Money & Tender Fees Deposit:**

- a) The EMD shall be submitted in the first envelope super-scribed as "Technical Bid", of prescribed amount by way of Demand Draft drawn in favour of "NSIC Ltd.-NTSC A/c", only for the Software(s) quoted by the Bidder. No cash towards EMD shall be accepted. The offers without EMD from the Bidders shall be rejected.
- b) In case Tender documents downloaded from website, Tender Fee of Rs. 1000/- shall be submitted by way of D.D. drawn in favour of 'NSIC-Ltd-NTSC A/c' along with the Technical Bid of the Tender documents. Tender fees is non-refundable. The option for payment by RTGS/NEFT is also available and bank details of purchaser, are as under:

ACCOUNT NAME	BANK NAME	BANK A/C NO.	BANK CODE	IFSC
NSIC LTD.- NTSC A/C	PUNJAB NATIONAL BANK, OKHLA, NEW DELHI	0602002100009880	PUNB0060200	

The Bidder is requested to attach the Bank Statement / RTGS Slip in the Technical Bid, to prove the transfer of payment to the purchaser's Account.

- c) EMD and Tender Fee submission is exempted for the Bidders those having valid registration under Udyog Aadhaar, Single Point Registration Scheme of NSIC and all micro and small enterprises registered with Director of Industries from DIC for the Software for which this is Tender issued. To support this, the self-certified scan copy of such valid registration/ exemption certificate is to be attached with technical Bid.
- d) The Purchaser shall not be liable for payment of any interest on EMD.
- e) Any request by the Bidders to consider their EMD already furnished by them to any of the other office of the purchaser, for any other contract/ Tender will not be considered as EMD for this Tender.
- f) The EMD will be returned to the unsuccessful Bidders soon after the orders are placed on the successful Bidder. In case of successful Bidder, the EMD will be returned along with 20% payment as per payment terms mentioned at Para 25 of Instructions to the Tenderers.

**13. Submission of Tender:**

- a) The Bidder to examine all instructions, forms, terms and specifications in the Tender documents and to furnish with its Bid all documents or information as required by Bidding document.
- b) The language for all the correspondence and documents related to the Tender shall be in English/ Hindi only. Moreover, the printed literature/technical details for the Software shall also be in English/ Hindi.





- c) The Tender must be placed in a properly sealed bigger envelope addressed to The Chief General Manager, NSIC-Technical Services Centre, Okhla Industrial Estate, Phase III, New Delhi and the said bigger envelope shall contain two sealed envelopes containing Technical & Commercial Bids. The bigger envelope must be super-scribed "Tender for the Supply & Installation of Academic Teaching Mechanical & CFD Solution with SpaceClaim Software" with Tender inquiry number and its due date. The two sealed envelopes inside the bigger envelope must be super-scribed as:

*Envelope No-1: The said envelope is for Technical Bid & shall be super-scribed as "Tender for the Supply & Installation of Academic Teaching Mechanical & CFD Solution with SpaceClaim Software - Technical Bid"*

*Envelope No-2: The said envelope is for Commercial Bid & shall be super-scribed as "Tender for the Supply & Installation of Academic Teaching Mechanical & CFD Solution with SpaceClaim Software - Commercial Bid".*

- d) If both or either of the envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid.
- e) All the columns of the Tender shall be duly, properly and exhaustively filled in. Any cutting/over writing etc. in the Tender must be signed by the person who is signing the Tender.
- f) Tenders received in open covers/ letters/ fax/ email will not be considered.

#### **14. Financial Bid Submission:**

- a) Bidder shall take into account all costs including unloading at the location of purchaser, cartage etc. for giving delivery of software at site(s) as detailed at Para 3 of Instructions to Tenderers before quoting the rates. In this regard no claim what so ever shall be entertained.
- b) The price quoted in financial Bid shall be firm and shall include all applicable taxes. Any variation in the taxes, duties, levies etc. till Installation of Softwares to the location(s) shall be to the Bidder's account.
- c) No extra payment shall be paid on account of any discrepancy in nomenclature of items. The Bidder shall seek clarifications if any before submitting the Tender.
- d) No representation for the enhancement of the prices of the accepted Tender or alteration of the terms and conditions will be entertained till supplies are completed to the designated location(s).

#### **15. Last date of submission of Tender:**

- a) The Tender should reach the office of the Chief General Manager, NSIC-Technical Services Centre, Okhla Industrial Estate, New Delhi by 20th, January 2017 up to 15.45 hours.
- b) The purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Tender Documents, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. The prospective Bidders are advised to remain in touch with website for any update in respect of their Tender.
- c) The purchaser shall not consider any Bid that arrives after the deadline for submission of Bids. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected and returned unopened to the Bidder.

#### **16. Opening of Technical Bid:**

- a) The technical Bid of Tenders will be opened at NTSC-Okhla on 20th, January 2017 at 16:45 Hours. The Bidder or their authorized representative (One person only) may be present at the time of opening of the Tender.



**17. Opening of Commercial Bid:**

- a) The Commercial Bid of only technically qualified Bidders will be opened on the stipulated due date. The date & time for opening of Commercial Bid shall be intimated to the technically qualified Bidders through email, after the evaluation of Technical Bid.

**18. Validity of Tender:**

- a) The Tender shall be valid for a period of 90 days from the date of opening of the Technical Bid of Tender. Terms and financial details submitted in the Bid shall be treated as firm during the said period of 90 days.
- b) In exceptional circumstances, prior to the expiry of the Bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing.

**19. Evaluation of Bids:**

- a) If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected.
- b) If there is an error in a total corresponding to the addition or subtraction of sub totals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- d) To assist in the examination, evaluation, comparison of the Bids and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing only.
- e) If a Bidder does not provide clarifications of its Bid by the date and time set in the Purchaser's request for clarification, its Bid may be rejected.
- f) The Purchaser reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to supply order, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically Bid document, EMD deposits shall be promptly returned to the Bidders.
- g) The competitiveness of the Bid shall be made on individual location basis. The Bidder shall offer their competitive offer for the individual location. Since the evaluation of Bid shall be made on individual location basis instead of competitiveness to be evaluated on the basis of total value of Bid for all three locations, there may be chances that different Bidder(s) would be selected for the different locations to supply.
- h) The Purchaser shall compare the evaluated prices of all substantially responsive Bids to determine the lowest evaluated Bid for a particular location. The comparison shall be on the basis of landed cost at individual destination.
- i) At the time the Contract is awarded, the Purchaser may increase the Quantity of Softwares without any change in the unit prices or other terms & conditions of the Bid and the Bidding Documents subject to the acceptance of Bidder in writing for the same.
- j) The purchaser have right to verify the particulars furnished by the Bidder independently.

**20. Earnest Money Forfeit:**



- a) If any Bidder withdraws his Tender before the period of 90 days from the date opening of technical Bid or makes any modifications in the terms and the conditions of the Tender which are not acceptable to the purchaser, then the purchaser shall, without prejudice to any other rights or remedy, be at liberty to forfeit the EMD.
- b) The EMD will also be forfeited in following cases:
- If the Bidder fails to accept the order based on his offer (Bid) and within the prescribed time.
  - If the Bidder fails to supply the Softwares with specifications as mentioned in Annexure –A
  - If the Bidder delays supplies beyond a reasonable time resulting in disruption of project.
  - Bidder for any reason whatsoever withdraws the Tender after it is accepted or become unable or fails to execute the orders within stipulated delivery period.
  - Submission of misleading/contradictory/false statement or information and fabricated/invalid documents is detected before or after the issue of order to execute the supplies.
  - The successful Bidder does not submit Indemnity Bond within the prescribed time.

**21. Notification of Award:**

Prior to the expiry of the period of Bid validity, the purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter shall specify the sum that the Purchaser will pay to the Bidder in consideration of the supply of Softwares with the details of selected location(s).

**22. Pre-dispatch Inspection:**

A pre-dispatch inspection by 3<sup>rd</sup> party/ technical team of purchaser may be carried out at Bidder's site of development Softwares. This pre-dispatch inspection will not absolve Bidder's responsibility to execute supply in accordance with the Tender terms.

**23. Packing:**

- a) The Bidder shall provide packing of the Software/ equipment, as is required to prevent their damages or deterioration during the transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit. In case the consignment received with damaged packaging, the purchaser would not accept the delivery.
- b) The Software shall be securely boxed, crated and protected from mechanical damage, moisture etc. suitable for both storage and transit according to the nature of the material and mode of transport. The Bidder shall be responsible for any loss during transportation to the designated location.

**24. Delivery Time:**

- a) The Bidder shall indicate the period within which the ordered quantity will be supplied. The Bidder shall note that in case Bidder fails to supply within the period of delivery indicated by the Bidder in technical Bid of this Tender, penalty @1% of value of the order per week of delay would be levied subject to maximum 4 weeks. It means, the Bidder shall have the liability of delayed supply to the maximum of 4 weeks after expiry of scheduled delivery date. After that the supply order shall be cancelled and EMD will be forfeited and Bidder will be debarred from participation in any future Tenders.
- b) The successful Bidder shall, within a week from the date of receipt of communication of acceptance of quotes from purchaser shall intimate his acceptance of the order. The successful Bidder shall complete supplies strictly as per the accepted delivery period.



**25. Payment:**

- a) The 80% payment of total bill will be made by the purchaser by crossed account payee cheque/RTGS/NEFT for which the bidder shall send bills in duplicate (original + copy) after Supply and Installation of Software, giving the reference number of the purchase order along with copies of delivery note & satisfactory report on the Installation of Software(s), from designated purchaser department. The details about the designated purchaser department who is authorized to take the delivery of Software(s) shall be informed to the successful bidder through the supply order placed for the supply of Software (s).
- b) The 20% payment of total bill along with EMD deposit will be released to bidder after one month from the date of completion of training to trainers at site and on submission of Indemnity Bond by the successful bidder for rendering services during warranty period and maintenance period.

**26. Causes of Rejection of Tender:**

- a) While submitting the Tender, if any of the prescribed conditions are not fulfilled or are incomplete in any form, the Tender is liable to be rejected.
- b) If any Bidder stipulates any condition of his own, such conditional Tender is liable to be rejected.

**27. Claims:**

- a) If the Software/ equipment supplied are found to be different than those in the accepted offer and are of specifications lower than those stipulated in the accepted offer, the purchaser shall have right to totally reject the Software to claim for compensation from Bidder. The Bidder shall reimburse to purchaser, the claim lodged in writing within 15 (fifteen) days of its demand. The Bidder shall also compensate for losses, if any, sustained by purchaser due to defective packing and/or wrong marking of the Software/ equipment.
- b) The Bidder shall be responsible for arranging the rejected Software/ equipment to be removed at his cost from purchaser premises.

**28. Address for communication:**

- a) All the communication with respect to the Tender shall be addressed to:

The Chief General Manager,  
NSIC- Technical Services Centre,  
Okhla Industrial Estate, New Delhi-110020

**29. Force Majeure:**

- a) In the event of any unforeseen circumstances directly interfering with the supply of goods/work/service arising during the execution of order such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, earthquakes, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of GOD, the Bidder shall, within a week from the commencement thereof, notify the same in writing to the Purchaser with reasonable evidence thereof. Either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days "notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other.

**30. Code of Ethics:**

- a) The Purchaser as well as the Bidder shall observe the highest standard of ethics including laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988", during the procurement or execution of such contracts. If the Bidders are found in Bid pooling or against law against fraud and corruption then their firms may be blacklisted.



**31. Jurisdiction:**

- a) In the event of any dispute the legal matter shall be subjected to the jurisdiction of Delhi Court only.

*We confirm with our acceptance to the instructions (S.No-1 to 31 above) as given above.*

**BIDDER'S NAME & SIGNATURE WITH SEAL**

*These duly signed "Instructions to the Tenders" as under shall be attached with technical Bid of the Tender as a mark of acceptance of Bidder and any Tender not confirming the instructions as under is liable to be rejected.*



**Details of requirements and Technical Specifications of Software:**

**For Academic Teaching Mechanical & CFD Solution with SpaceClaim Software**

S.No	Aspects	
1.	Academic Teaching Mechanical Software.	25 Tasks / Users / Perpetual Licenses
	Academic Teaching CFD Software.	25 Tasks / Users / Perpetual Licenses
	Academic SpcaeClaim Tools Software.	50 Tasks / Users / Perpetual Licenses
2.	Offered financials for the Supply & Installation at site & Training to trainers with commitment to offer on site after sales Services in the period of Warranty and updation/maintenance contract for the Software offered to supply, as agreed in Technical Bid of the Tender no. NSIC / TOOL ROOM / 2016-17 / 94 (9).  Agree to offer services for onsite updation maintenance contract for the next three years for the Software(s) supplied through this Tender.	
3.	Training (One week) at NTSC, Okhla (Delhi), Rajkot (Gujrat) and Neemka (Faridabad)	

**Features shall be supply in Academic Teaching Mechanical & CFD Solution with SpaceClaim Software.**

**Structural & Fluid Solver Capability: -**

- Design Space
- Mechanical/Structural
- SpaceClaim DM
- Mechanical CFD Flow
- Rigid Dynamics (Rigid Body Dynamics)
- CFX Full Capability Solver
- MFS Solver (Single code coupling)
- MFX Solver (Fluid Structural Interaction)
- Mechanical User Programmable Features (USER300 & related commands)
- Fluent
- Fluent NOx
- Fluent Fiber Module
- Fluent Population Balance Module
- Polyflow module
- Explicit STR





• MHD Module
• Autodyne (2D & 3D)
• EKM Desktop
<b>MCAD Geometry Interfaces: -</b>
• Neural File Import (IGES, STEP)
• Geometry Interface for Parasolid
• Geometry Interface for SAT
• Geometry Interface for Solidworks
• Geometry Interface for CATIA V5 Reader
• Geometry Interface for CATIA V6 Reader
• Geometry Interface for SolidEdge
• Geometry Interface for Autodesk
• Geometry Interface for NX
• Geometry Interface for Creo Parametric
• Geometry Interface for Creo Elements/Direct Modeling (One Space)
• Geometry Interface for JT
• Direct CAD interface for SDRC I-DEAS (use with ICEM CFD only)
<b>Pre &amp; Post Processing Features &amp; Work Bench Applications: -</b>
• Academic SpcaeClaim tool
• PrepPost (Includes M-APDL Prep7, Post1)
• Workbench Schematic (Project Page)
• Design Modeler
• Mechanical PrepPost
• Workbench Meshing
• Workbench Extended Meshing (Including TGrid).
• Design Xplorer
• Workbench Mechanical Application (Simulation)
• Workbench Resources (Engineering Data)
• Workbench Design Point Updates
• CFX-Pre
• CFD-Post
• Fluent Prep & Post
• ICEM CFD Meshing
• ICEM output interfaces for Software
• Parametric Variational Technology (VT) at the element level



• Fatigue Module
• FEModeler
• FEModeler - Mesh Morpher
• Academic Logo
• HPC Support – 16 Core
• GPU for Mechanical Desktop
• RSM
• Autodyne PrepPost
<b>Solver Numerical Limits: -</b>
• 256K nodes - Structural, Thermal – Teaching Licenses
• 512K nodes - Fluid Dynamics (CFX & FLUENT) - Teaching Licenses



**ANNEXURE -B**

**(Undertaking from Bidder on their official stationery)**

To,  
The Chief General Manager  
NSIC- Technical Services Centre,  
Okhla Industrial Estate, New Delhi-110020

Sir,

Subject: Undertaking for the participation in the Tender No. NSIC/TOOL ROOM/2016-17/ 94 (9) due for opening of Technical Bid on 20th, January 2017.

Dear Sir,

HAVING EXAMINED AND PERUSED THE FOLLOWING DOCUMENTS

1. Notice Inviting Tender
2. Instruction To The Tenderer
3. Technical Specifications of Software (Annexure-A)
4. Annexure – C (Technical Bid)
5. Annexure – D (Commercial Bid)

I/We .....do hereby submit the above Tender in prescribed formats duly completed in all respects in accordance with the conditions applicable. If this Tender is accepted, I/We agree to abide by and fulfill all the terms and conditions in the Tender documents

I/We hereby distinctly and expressly declare and acknowledge that before the submission of this Tender, I/We have carefully followed the instructions and I/We have understood the existing system of supply at the location(s) of purchaser including the scope and nature of duties expected from the Bidder.

I/We distinctly agree that I/We would hereafter make no claim or demand upon the purchaser based upon or arising out of any alleged misunderstanding or misconceptions or mistake on my/our part of the said stipulations, restrictions and conditions.

I/ We declare that our unit has never made any default in supplying the Software/ equipment to Government / Semi Government/ Central or State Public sector enterprise(s) in terms of quality and financial agreed supply conditions.

Any notice required to be served on me/us shall be sufficiently served on me/us by post (registered or ordinary) or courier or left at my/our address furnished herein.

.....  
.....  
I/We fully understand the terms and conditions in the Tender documents.

I/We understood that the purchaser is not bound to accept any proposal that it may receive without assigning any reason.

Dated this.....day of.....2017

Authorized Signatory  
Seal:



**ANNEXURE-C**

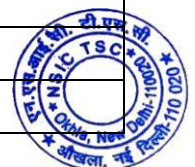
**FORMAT & REQUIREMENTS FOR SUBMITTING TECHNICAL BID**

1. **Tender Ref. No:** NTSC / TOOL ROOM / 2016-17 / 94 (9)
2. **Name of Bidder:** .....
3. **Complete office address of Bidder:** .....
4. **Tender fee payment details** (if Tender document downloaded from website)  
Details of DD/RTGS/NEFT by which Tender fee paid.....
5. **Confirmation of acceptance of Technical Specifications for the supply of Software:**

Features Offered in Academic Teaching Mechanical & CFD Solution with SpaceClaim Software.	Acceptance to the Specification as placed at Annexure-A and agreed to supply with required Quantity (write YES/ NO only)	If marked "NO" in the column before, specify the deviation in specification of the Software offered for the supply.
<b>Structural &amp; Fluid Solver Capability: -</b>		
• Design Space		
• Mechanical/Structural		
• SpaceClaim DM		
• Mechanical CFD Flow		
• Rigid Dynamics (Rigid Body Dynamics)		
• CFX Full Capability Solver		
• MFS Solver (Single code coupling)		
• MFX Solver (Fluid Structural Interaction)		
• Mechanical User Programmable Features (USER300 & related commands)		
• Fluent		
• Fluent NOx		
• Fluent Fiber Module		
• Fluent Population Balance Module		
• Polyflow module		



• Explicit STR		
• MHD Module		
• Autodyne (2D & 3D)		
• EKM Desktop		
<b>MCAD Geometry Interfaces: -</b>		
• Neural File Import (IGES, STEP)		
• Geometry Interface for Parasolid		
• Geometry Interface for SAT		
• Geometry Interface for Solidworks		
• Geometry Interface for CATIA V5 Reader		
• Geometry Interface for CATIA V6 Reader		
• Geometry Interface for SolidEdge		
• Geometry Interface for Autodesk		
• Geometry Interface for NX		
• Geometry Interface for Creo Parametric		
• Geometry Interface for Creo Elements/Direct Modeling (One Space)		
• Geometry Interface for JT		
• Direct CAD interface for SDRC I-DEAS (use with ICEM CFD only)		
<b>Pre &amp; Post Processing Features &amp; Work Bench Applications: -</b>		
• Academic SpcaeClaim tool		
• PrepPost (Includes M-APDL Prep7, Post1)		
• Workbench Schematic (Project Page)		
• Design Modeler		
• Mechanical PrepPost		
• Workbench Meshing		
• Workbench Extended Meshing (Including		
• Design Xplorer		
• Workbench Mechanical Application (Simulation)		
• Workbench Resources (Engineering Data)		
• Workbench Design Point Updates		
• CFX-Pre		
• CFD-Post		
• Fluent Prep & Post		
• ICEM CFD Meshing		



• ICEM output interfaces for Software.		
• Parametric Variational Technology (VT) at		
• Fatigue Module		
• FEModeler		
• FEModeler - Mesh Morpher		
• Academic Logo		
• HPC Support – 16 Core		
• GPU for Mechanical Desktop		
• RSM		
• Autodyne PrepPost		
<b>Solver Numerical Limits: -</b>		
• 256K nodes - Structural, Thermal – Teaching Licenses		
• 512K nodes - Fluid Dynamics (CFX & FLUENT) - Teaching Licenses		

**6. Confirmation for supply to the location(s):**

#	Details	Locations					
		New Delhi		Rajkot (Gujarat)		Neemka, (Haryana)	Faridabad
1	Tentative quantity required at each locations	Academic Teaching Mechanical Software.	25 Tasks / Users / Perpetual Licenses	Academic Teaching Mechanical Software.	25 Tasks / Users / Perpetual Licenses	Academic Teaching Mechanical Software.	25 Tasks / Users / Perpetual Licenses
		Academic Teaching CFD Software.	25 Tasks / Users / Perpetual Licenses	Academic Teaching CFD Software.	25 Tasks / Users / Perpetual Licenses	Academic Teaching CFD Software.	25 Tasks / Users / Perpetual Licenses
		Academic SpcaeClaim Tools Software.	50 Tasks / Users / Perpetual Licenses	Academic SpcaeClaim Tools Software.	50 Tasks / Users / Perpetual Licenses	Academic SpcaeClaim Tools Software.	50 Tasks / Users / Perpetual Licenses
2	Consent to supply: (write YES/ NO only in the cells placed under each location)						

**7. EMD payment details** (Not applicable if the Bidder is holding valid registration/ exemption certificate, as per Para 12 (c) of Instruction to Tenderers): Details of DD/RTGS/NEFT by which EMD paid

.....  
.....  
The **EMD of Rs. 30,000/-** (Rupees Thirty Thousand Only) per location shall be submitted. In case Bidder wishes to participate Bid for all three locations, the total **EMD of Rs. 90,000/-** (Rupees Ninety Thousand Only) shall be paid.





8. **PAN of Bidder** (self-attested copy to be enclosed) .....

9. **VAT/ CST/ TIN registration number of Bidder** (self-attested copy to be enclosed)  
.....

10. **Delivery period after receipt of supply order from purchaser:** (The purchaser interested for complete delivery of Software by the Bidder within sixty (60) calendar days from the date of issue of supply order. However, the Bidder have an option to submit the best delivery time, but in any case the delivery should be before 90 days from the date of issue of supply order by purchaser. Delivery to be completed in number of days ..... (Calendar Days In figure) ..... (Calendar Days in words) for delivery from the date of issue of supply order by purchaser.

11. **Details of address with contact details from where the Bidder planned to offer After Sales Services during the Warranty & after warranty Maintenance period :**

#	Locations			
	New Delhi	Rajkot (Gujrat)	Neemka, (Haryana)	Faridabad
Details of address of Bidder for rendering After Sales Services				

12. **Details of address with contact details for at least three (03) purchaser to whom the Bidder supplied similar Software in the last Ten (10) years and Software shall be in operations to the satisfaction of buyer for the last three (3) years:** *The format for submission of details for at least three purchaser are as under: (the Bidder can furnish details of even more than three purchaser)*

- Address of Purchaser with contact details (email and phone no.): .....
- Details of order for supply placed to Bidder: .....
- Description and quantity of ordered equipment: .....
- Value of order in rupees: .....
- Date of completion of delivery: .....

*(The purchaser shall have liberty to contact any or all of purchaser to assess the performance of Software supplied by Bidder)*

13. **Documents - Details to be enclosed with the Technical Bid by Bidder are as under:**

- In case the Bidder is Original Software Developer (OEM), the Bidder to submit a self-declaration on their letter-head, confirming that they are regular in development & supplying the similar Softwares, as asked in this Tender, for the last Ten (10) years.
- In case the Bidder is Authorized Distributor OEM / Authorized Dealer of OEM, the Bidder to attach self-certified valid authorized Distributorship / Dealership license from Original Software Developer who should have valid ISO Certificate and shall be engaged in regular development and supply of similar Software for the last ten (10) years.
- The Original Software Developer shall attach the self-certified copy of valid ISO Certificate for their establishment.
- In case the Bidder is Authorized Distributor of OEM / Authorized Dealer of OEM, the Bidder to attach the self-certified copy of valid ISO Certificate of their OEM.



- e) Undertaking as per annexure-B on official stationery.
- f) Duly signed all pages of “Instructions to Tenderers” of the Tender document as a mark of acceptance.
- g) The letters substantiating performance from at least three (03) other purchasers, to whom, the similar Software supplied by the Bidder in last Ten (10) years, wherein, the Software shall be in operation to the satisfaction of buyer for the last Ten (10) years, to access performance of the Software supplied by your organization.
- h) Technical Literature of Software(s) with particular reference to the model of Software proposed to supply against this Tender along with reference of website to assess the further features.
- i) Authorization letter in favor of personnel to sign the Tender behalf of Bidder.
- j) Self-certified copy of valid certificate for claiming EMD exemption.
- k) Self-certified copy of valid certificate for claiming Tender Fee exemption.
- l) Self-attested copy of valid TIN/VAT/CST registration.
- m) Self-attested copy of valid PAN.
- n) The Bidders shall furnish complete Technical details of Software/equipment for the Software offered to supply through the participation of this Tender (use separate sheet to elaborate the details of technical specifications).
- o) To submit all supporting information with respect to the technical data, drawings or booklets of product. Any product brief, test certificates available may be enclosed.

I/We as Bidder certify that:

- a. The Tender shall remain valid for acceptance for 90 days from the date of opening the Technical Bid of the Tender.
- b. Agree to offer services for onsite comprehensive warranty on the Software(s) supplied through this Tender.
- c. Agree to offer updation / services for maintenance contract of software for the next three (03) years for the Software(s) supplied through this Tender.
- d. Agree to impart onsite training to the designated personnel of purchaser for 10 working days.
- e. No price of any Software/ Equipment/ Spares/ Accessories shall be given in Technical Bid.
- f. All above Softwares should be provided with safety features. wherever applicable.
- g. All consumables, electrical, electronic units should certify that the product confirms to national/ international standard(s).

Name & Signature of the authorized Bidder with stamp  
Contact details of authorized person of Bidder who have signed the Tender.

Name.....

Designation.....

Phone (office).....

Phone (Mobile).....

E mail.....



**FORMAT FOR SUBMISSION OF COMMERCIAL BID**

1. Tender Ref. No: NTSC / TOOL ROOM / 2016-17 / 94 (9)
2. Name of the Bidder: .....
3. The financial offer to execute the supply as per the Tender:

**a. Supply of Software to Okhla, New Delhi location:**

#	Details	Basic price for supply of single unit (In Rs.)	Quantity to be supplied (In No.)	Total basic price (Multiply column no 2 and 3) (In Rs.)
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
a.	Offered financials for the Supply & Installation at site & Training to trainers with commitment to offer on site after sales Services in the period of Warranty and updation/maintenance contract for the Software offered to supply, as agreed in Technical Bid of the Tender no. NSIC / TOOL ROOM / 2016-17 / 94 (9).  Agree to offer services for onsite updation maintenance contract for the next three years for the Software(s) supplied through this Tender.			
b.	Total landed cost for the supply of total quantity as detailed at row 'a' above to the location at Okhla, New Delhi location (In Rs.)			
c.	Total landed cost for the supply of total quantity as detailed at row 'a' above to the location at the Okhla, New Delhi location (Rupees In words) ..... ..... ..... ..... .....			



**b. Supply of Software to Rajkot (Gujarat) location:**

#	Details	Basic price for supply of single unit (In Rs.)	Quantity to be supplied (In No.)	Total basic price (Multiply column no 2 and 3) (In Rs.)
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
a.	Offered financials for the Supply & Installation at site & Training to trainers with commitment to offer on site after sales Services in the period of Warranty and updation/ maintenance contract for the Software offered to supply, as agreed in technical Bid of the Tender no. NSIC / TOOL ROOM / 2016-17 / 94 (9).  Agree to offer services for onsite updation maintenance contract for the next three years for the Software(s) supplied through this Tender.			
b.	Total landed cost for the supply of total quantity as detailed at row 'a' above to the location at Rajkot (Gujarat) location (Row a) (In Rs.)			
c.	Total landed cost for the supply of total quantity as detailed at row 'a' above to the location at the Rajkot (Gujarat) location (Row a) (In words) ..... ..... ..... ..... .....			

**c. Supply of Software to Neemka, Faridabad (Haryana) location:**

#	Details	Basic price for supply of single unit (In Rs.)	Quantity to be supplied (In No.)	Total basic price (Multiply column no 2 and 3) (In Rs.)
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
a.	Offered financials for the Supply & Installation at site & Training to trainers with commitment to offer on site after sales Services in the period of Warranty and updation/ maintenance contract for the Software offered to supply, as agreed in technical Bid of the Tender no. NSIC / TOOL ROOM / 2016-17 / 94 (9).  Agree to offer services for onsite updation maintenance contract for the next three years for the Software(s) supplied through this Tender.			
b.	Total landed cost for the supply of total quantity as detailed at row 'a' above to the location at Neemka, Faridabad (Haryana) location (Row a) (In Rs.)			
c.	Total landed cost for the supply of total quantity as detailed at row 'a' above to the location at the Neemka, Faridabad (Haryana) location (Row a) (In words) ..... ..... ..... ..... .....			



The followings to be noted while submitting financial details for the supply of Software to the individual location:

- a. The competitiveness of the Bid shall be made on individual location basis. The Bidder shall offer their competitive offer for individual location. Since the evaluation of Bid shall be made on individual location basis instead of competitiveness to be evaluated on the basis of total value of Bid for all three locations, there may be chances that different Bidder(s) would be selected for the different locations to supply.
- b. The purchaser will not issue any **form ('C' and 'D')** toward rebate / exclusion of Sales Tax/VAT etc.
- c. The Bidder will not be entitled to any increase in rate of taxes occurring during the period of delivery even if there is delay in supplies / completion attributed to him.
- d. The Total Cost quoted above should be inclusive of basic price, statutory levies and taxes, duties, Transportation, Insurance, Loading/ unloading, Incidental Costs, Packing & Forwarding charges, Incidental Services (including Insurance, Installation & Commissioning Supervision, Demonstration & Trainings and maintenance contract) at Site.
- e. The price competitiveness shall be given due consideration while analyzing the Commercial Bid.

I/We as Bidder certify that:

- a. The Tender shall remain valid for acceptance for 90 days from the date of opening the Technical Bid of the Tender.
- b. Agree to offer services for onsite updation / comprehensive warranty on the Software(s) supplied through this Tender.
- c. Agree to offer services for onsite updation maintenance contract for the next three years for the Software(s) supplied through this Tender.
- d. Agree to impart onsite training to the designated personnel of purchase for 10 working days
- e. Agree to three (03) sets of the Installation, Operation, Maintenance, and Training Manuals with Software.
- f. Agree that the offer price is valid for a period of 90 days from the date of opening of technical Bid of this Tender.

Further confirm that we agree with the Terms and Conditions specified in "Instructions to Tenderers" and if selected, the execution of supplies would be made in compliance.

Name & Signature of the authorized Bidder with stamp  
Contact details of authorized person of Bidder who have signed the Tender.

Name.....

Designation.....

Phone (office).....

Phone (Mobile).....

E mail.....

