



राष्ट्रीय इलेक्ट्रॉनिकी एवं सूचना प्रौद्योगिकी संस्थान
NATIONAL INSTITUTE OF ELECTRONICS AND INFORMATION TECHNOLOGY

(आई एस ओ 9001:2015 प्रमाणित) (ISO 9001:2015 CERTIFIED)

(इलेक्ट्रॉनिकी और सूचना प्रौद्योगिकी मंत्रालय, भारत सरकार की एक स्वायत्त वैज्ञानिक संस्था)

(Autonomous Scientific Society of Ministry of Electronics and Information Technology, Government of India)

पो.बो. नं. 5, एन.आई.टी. कैम्पस पोस्ट, कलिकट - 673601, केरल, भारत P.B. No. 5, NIT Campus Post, Calicut-673 601, KERALA, INDIA

Phone : (0495) 2287266, Web : <http://nielit.gov.in/calicut>

Ref. No.16 (58)/2022/Synopsys/Purchase

20-09-2022

Sir

Sub: Request for Quotation to Purchase Synopsys University Software Bundle - EDA tools on Proprietary Article Certificate basis: Reg.

NIELIT Calicut has been assigned with centralized procurement of Electronic Design Automation Tools (EDA) under the project "Chips to Start up" (C2S), an umbrella programme of the Ministry of Electronic and Information Technology (MeitY), Government of India implemented with 100-120 participating Academic Institutions and R&D organizations across the country.

Under this project, NIELIT Calicut intends to procure EDA Tools as per the attached schedule of requirements. In this regard, you are requested to send us your lowest offer/quotation along with your Original Manufacturers Company Proprietary Article Certificate and Manufacturer's Warranty Certificate along with undertaking for upgrade and update for 63 months from the date of installation and commissioning, on or before 10-10-2022. The detailed tender terms and conditions are also attached herewith for your compliance. You may also send us attached Annexures duly signed and sealed by the authorized person.

Purchase In-charge
for Executive Director

Enclosed:

- (1) Terms and Conditions
- (2) Annexures and forms.

Annexure-I

**NATIONAL INSTITUTE OF ELECTRONICS AND INFORMATION
TECHNOLOGY (NIELIT) CALICUT
P.B. No.4, NIT Campus, CALICUT - 673601, KERALA**

Website: www.nielit.gov.in/calicut Email: purchase@calicut.nielit.in

Our Enquiry No: 16(58)/2022/Synopsys/Purchase

**GENERAL TERMS & CONDITIONS FOR SUPPLY OF PROPRIETARY
ARTICLES**

1) PROPRIETARY ARTICLE CERTIFICATE:- A list of Proprietary nature items requested given in the Schedule of Requirement/Specifications in Annexure-II fall in the Proprietary Article Category, the Proprietary Article Certificate must be enclosed by the Original Manufacturer Company on their Official Letter head duly Signed and Stamped by the Authorized Signatory.

2) PRICE QUOTATION:- Prices for Proprietary Articles should be quoted either by the original Manufacturer or their sole Distributor/Dealer Agency existing in India in the Price Quotation format given in Annexure-III

3) AUTHORIZATION LETTER IN FAVOUR OF SOLE DISTRIBUTOR/DEALER/RESELLER:- It is the responsibility of actual Manufacturer to give the Authorization Letter in favour of their sole Distributor/Dealer Agency for supply/quote for requested Proprietary Articles to on their Official Letter head duly signed and stamped by the Authorized Signatory of the Manufacturing Firm.

4) VALIDITY & SUPPLY OF APPROVED ITEMS IN QTY TO ANY EXTENT:-

The Sole/Authorized reseller is responsible for the supply of Proprietary Articles as per Schedule of Requirements/Specifications to Participating Institutes across country to participating Institutions and R&D Organisations etc. on receipt of Purchase Order from NIELIT Calicut and liable to supply the ordered approved Proprietary Article on as per purchase order terms and conditions.

5) RIGHTS TO PRINCIPAL MANUFACTURE/NIELIT Calicut: - If the Principal Manufacturer withdraws rights of distribution from the Distributor/Dealer/ Reseller during validity period of contract/purchase order or before completion of supply the ordered items, the Original Manufacturer himself will be responsible for supply of the approved Proprietary Articles till the new Distributor/Dealer Agency appointed by him for the supply. Executive Director, NEILIT Calicut has right to cancel the eligibility of the such

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discontinued Distributor/Dealer Agency and accept the candidature of newly coming authorized Distributor/Dealer of the Original Manufacturer on receiving official communication from his end.

6) **EMD Clause:** In order to avail the benefit of waiver of EMD, the seller while submitting offer/quotation Undertaking for EMD (Bid Security Declaration) as per Annexure -IV must be submitted along with your offer.

7) **DEVIATION IN REQUESTED SPECIFICATIONS:** - The eligible Bidder/dealer/Reseller Agency is required to quote strictly as per Schedule of Requirements/specifications as per attached Annexure-II. Any deviation in specification must be brought out clearly giving deviation statement during forwarding their proposal on separate Sheet heading "Deviations" if any.

8) The Bidder should submit an undertaking for acceptance of Terms & Conditions "Annexure-V" on his letter head duly signed by the authorised person and stamped to fulfill all the obligation mentioned here.

9) **SIGNING OF CONTRACT:** - The Authorized Distributor Agency on behalf of original manufacturer will execute the supply Contract for supply of their Proprietary Articles on Non-Judicial Stamp Paper worth of Rs. 500/- on receiving the Notification of the Award letter/Purchase Order from NEILIT Calicut.

10) **IMPORTANT POINTS FOR QUOTING PRICES:** - The Bidder should also keep following points in mind during offering his techno/price quotation against this Request for Quotation Enquiry:-

(i) No increase in quoted price and change in quality of product will be allowed during the validity of the entire supply period or any extended Contract Period mutually agreed upon by the both parties (i.e. Dealer and NIELIT, Calicut).

(ii) Bidder/Dealer will quote firm rates inclusive of all Taxes & expenditure up to F.O.R. Destination to basis. Rates should be according to a unit e.g. cost per unit (as asked in the Schedule of Requirement i.e. Each/Kit/Item/Entire software package etc. which so ever applicable with clearly mentioning its pack size, preferably as per asked pack size) and not in any other form. Quoting of rates in variation to the prescribed unit will authorize the Competent Authority to cancel the quotation without any information to the bidder.

(iii) No item should be quoted with price more than the M.R.P. The prices should be quoted strictly in accordance with unit/quantity mentioned in the Price Quotation format.

11) **FALL CLAUSE:-** If at any time during the execution of the contract, the Contractor/Manufacture/Distributor/Dealer reduces the sale price or sells or offers to sell such stores, as are covered under the contract, to any person/organization including the purchaser or any department of Central

Annexure-I

Government or any other Institutions/PSUs at a price lower than the price chargeable under the contract during the Current Financial Year, he shall forthwith notify Executive Director, NIELIT Calicut. The necessary difference amount about such reduction or sale or offer of sale to the purchaser and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced and deposited to NIELIT Calicut by the Bidder or will deduct from the pending bills/Performance Guarantee (as per Annexure-VI).

12) GST Applicability: Letter of Recognition of Scientific and Industrial Research Organisations (SIROs) by DSIR is attached herewith. GST may be charged at the rates applicable to SIRO. Letter No. F.NO. 11/934.2022-TU-V dated 24.08.2022 received from DSIR is attached for your kind perusal.

13) DELIVERY OF THE SUPPLIES/STORES & PENALTY ON DELAYED SUPPLY: -

(i) Rate quoted should be free delivery, installation and commissioning at FOR destination including all charges otherwise the quotation is likely to be rejected. If there is no indication regarding the FOR, in the quotation, then it will be considered as FOR destination. Price quoted should be net and valid for a minimum period of 3 months from the date of opening the quotation.

(ii) In case your quotation is accepted and purchase order is placed on you, the supply against the order should be made within the period stipulated in the order. If the deliveries are not maintained and due to that account NIELIT Calicut is forced to buy the material at your risk and cost from elsewhere, the loss or damage that may be sustained there by will be recovered from the defaulting supplier. The above shall be in addition to black listing of the firm depending upon the circumstances of the default/merit of the case.

(iii) The period of delivery strictly to be followed by the Supplier Agency as per time period communicated through Purchase/Supply Order through e-mail/hard copy through speed post. The penalty/LD @0.50% per week will levied on supply order value of the item and will be deducted from the payment Bill. The maximum penalty will be 5% against any of Purchase/Supply Order total value (i.e. the maximum delay acceptable only 10 weeks from the time stipulated in the Supply/Purchase Order subject to deduction of applicable LD). No supplies will be entertained after expiry of given supply period subject to deduction of applicable LD beyond the time given in the Supply/Purchase Order from the date of issue of supply order as supply order will be treated as cancelled without any further reference and the action as deemed fit shall be initiated as per above para against such defaulter OEM/Distributor/Dealer.

(iv) Part supplies generally will not be accepted. However, as per requirement, the vendors shall meet the urgent nature requirement immediately on part supply basis in the public interest whenever asked by NIELIT Calicut. For non-supply or part/partial supply, Penalty/LD as per applicable rate mentioned above in above para (iii) shall be imposed and deducted from the Pending Bills of the Reseller/Agency and action deemed fit shall be initiated. Seller can deposit the

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penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the pending Invoice/Performance Security (ePBG)

14) INSPECTION AND ACCEPTANCE OF SUPPLIES:-

Inspection and Acceptance will be done by the Participating Institutions/Organization, where supply & installation has been carried out by the vendor (Ref: Schedule of Requirements Annexure-II).

15) PAYMENTS: -

(i) No advance payment will be made under any circumstance. The Payments will be released in stages wise as per attached Schedule of Requirements/Specification Annexure -II. The GST/Custom Duty and any other Taxes of Statutory bodies should be included in the Payment Claim Bill of Supplier Agency and the Agency/Reseller solely will liable for necessary Tax Deposition to the concerned Statutory Tax Department as per applicable rules and NIELIT Calicut will release Claim Payment after due deduction of applicable TDS on prevailing rules to Supplier Agency after satisfactory acceptance of supplied Goods/Software.

GST registration No. and date of its validity should be indicated. The firm must quote their TIN No., PAN/TAN No., etc. in the quotation (attested copies to be enclosed). The seller is requested to indicate NIELIT Calicut GST No.32AAATD0315M1Z6 on the tax invoice.

Technical Evaluation Committee/Procurement Committee and other committees as constituted by the Executive Director, NIELIT Calicut will recommend Items, Rates and Quantities required to be procured (i.e. increase/decrease in either side as indicated in Annexure-II) for different categories of Equipment/items as per requirement of basis. Decision of the Executive Director, NIELIT Calicut will be final and binding to all parties.

16) PERFORMANCE SECURITY DEPOSIT:-

The Supplier Agency should deposit 3% value of Supply Orders on each occasion issued to them by during validity of Purchase Order as a Performance Security Deposit in favor of "Executive Director, NIELIT Calicut" in the form of FDR/Performance Security Bank Guarantee from Scheduled National/Commercial Bank in India for a period of 65 (Sixty Five months) with effect from date of installation and commissioning. If the Supplier/Reseller/Seller Agency not fulfill the Contractual obligation/any breach of Contract/not honor Purchase Order of during Contract Period, the should have full right to forfeiture of Performance Security Deposit Amount of Supplier/Seller Agency in total. The Performance Security Deposit shall be released to the Supplier Agency on successful completion of the Performance Security Deposit Period on receipt of satisfactory performance certificate form concerned User department/Institutions.

Annexure-I

17) DISPUTES AND ARBITRATION: -

All disputes or differences arising during the execution of this Contract shall be resolved by the mutual discussion failing which the matter will be referred to an Arbitrator who will be appointed by the Executive Director/Director of NIELIT, Calicut, for Arbitration for settlement of disputes in accordance with Arbitration & Conciliation Act 1996 or its subsequent amendment, whose decision shall be binding on the contracting parties.

18) LAW GOVERNING THE CONTRACT and Jurisdiction

The Purchase Order shall be construed, interpreted and governed by the Laws of India. Any dispute relating to this purchase shall be subject to the jurisdiction of the court of Calicut/Kozhikode only.

19) Part Order/Repeat Order

The Supplier hereby agrees to accept part order at Buyer's option without any limitation whatsoever and also accept repeat order(s) during a period of six months from the date of original Purchase Order at the same unit price(s) and on the same terms and conditions as contained in the original Purchase Order. The fall clause as indicated in Sl. No.11 is also applicable in case of repeat order, if any. It will be entirely the discretion of the Buyer to exercise the Repeat order or not.

20) Warranty: The Supplier warrants to the Buyer that each and every equipment, its accessories etc. supplied by the Supplier to the Buyer is free from all defects in material and workmanship and that components/parts/units which prove to suffer from manufacturing or any other defects will be repaired or replaced immediately free of any charge (material, labour, transit or any other incidental costs) by the Supplier within the warranty period. The Supplier also declares that the goods sold to the Buyer under this Purchase Order are of the best quality and workmanship and are strictly in accordance with the specifications. Supplier should provide Warranty Certificate duly signed and sealed to NIELIT, CALICUT along with goods.

21). Product Support: a) The Seller agrees to provide product support for the PAC Article/software for a minimum period of 63 months from the date of installation and commissioning of the software at the locations of end users by the seller/vendor.

22) If as a result of post payment audit any over payment is deducted in respect of any supply/work done by the Agency or alleged to have been done by the Agency under this quotation/Bid, it shall be recovered by the from the Agency.

23) The Bidder shall be liable to provide copies of all the relevant records during the concurrency period of Contract or otherwise even after the Contract is over, whenever required by the NIELIT, Calicut.

Annexure-I

Manufacturer's name and country of origin of materials offered must be clearly specified.

Exclusive right: The Executive Director, NIELIT Calicut, India.

The Executive Director, NIELIT Calicut, Kerala, India as the full and exclusive right to accept or reject, increase or decrease order quantity, any or all the Quotation/Purchase Order without assigning any reasons and also to cancel the supply order at any time without assigning any reason.

The OEM/Vendor shall provide the following attached documents along with the quotation.

Form No. 1 : Bid Form (Covering Letter)

1.1 Bidder Information

1.2 Eligibility Declaration

1.3 Original Manufacturing Company authorisation

1.4 Declaration by Reseller/Agents/Associates of Foreign Principles.

Annexure-II

Schedule of Requirements

I. Specifications

Table 1

Sl. No	Description	Quantity/ Nos of Licenses
1	Asia Pac FrontEnd University Bundle	750
2	Asia Pac BackEnd University Bundle	300
3	Asia Pac Full Custom University Bundle	100
4	AsiaPac Advanced TCAD Uni. Bundle	100
5	AsiaPac 2D TCAD Univ. Bundle	250
6	AsiaPac Systems Univ. Bundle	100
7	Asia Pac Saber University Bundle	100
	Total	1700

Table 2

Sl. No	Description	Projected Nos.
1	Training - Instructor based (Virtual)	(5 days - 20 People per year for 5 Years)
2	Training- E-learning & Self-Paced Learning Included in Bundle	Online access (at least two logins per participating institution and two logins for the centralized hosting site).
3	Documentation- User Manuals, Command Reference, Installation and Release Notes.	Online access.
4	Knowledge Base Articles, Scripts, Application Notes, Webex Recordings, Quick Tips	Online access.
5	Technical Support via support portal should provide access to online recorded videos, tutorials, tool-flow documents, white	Online via support portal (at least two logins per participating institution and two logins for the

Annexure-II

	papers, user-guides, and assistance via phone and E-mail needs to be provided by vendor for effective licence period (63 months).	centralized hosting site) and assistance via phone and E-mail.
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- ☐ Synopsys EDA Tools would be used by 100-120 Participating Institutions/Organizations across the country under C2S Programme, Chip Centre for C2S Programme, C-DAC, Bangalore and C2S Programme Implementation Unit (PIU), MEITY.
- ☐
- ☐ Synopsys EDA tool licenses will be centrally hosted at C-DAC Bangalore and each of the participating institutes should remotely access the licenses.
- ☐ Effective license period should be 63 months (5 years + 3-month buffer period) from the date of installation and commissioning of the tools.
- ☐ Should provide Warranty/Support/Upgrades and updates for all Synopsys EDA software tools for the duration of effective license period (63 months).
- ☐ Details of online access for Table-2 items 2,3, 4 and 5 should be explicitly mentioned by the vendor.
- ☐ In response to the tender enquiry bundle details should be provided in detail by the vendor.
- ☐ List of participating institutes and centralized license hosting site with details of PI and Co-PI will be provided to the vendor along with Purchase Order with associated payment terms. It is possible that at the time of issuing the Purchase Order, a limited number of participating institutes would be identified and conveyed to the vendor. Subsequent addition of participating institutes would be communicated from time-to-time to the vendor.

II. Terms and Conditions for procurement of Synopsys EDA tools.

1. Number of academic-research institutions under Chip-to-Startup (C2S) Programme that will use EDA tools: 100 to 120.
2. The EDA tools licenses will be centrally hosted and each of the participating institutes will remotely access the licenses.



Annexure-II

3. Any EDA tool bundle can be used by any of the participating institutions. There should not be any kind of restrictions on EDA tools bundle *vis-a-vis* the categorization of participating institutions.
4. There should not be any restriction on the number of licenses that can be accessed by each participating institution.
5. Installation certificate needs to be provided after successful installation and commissioning of binaries and licenses at the centralized licenses hosting site. This installation certificate will have to be duly signed and stamped along with the date by the installation engineer of the EDA tool vendor (or its representative) and either by the Principal Investigator (PI) or by the Co-Principal Investigator (Co-PI) of the centralized licenses hosting site. The certificate will also confirm if this was done via online method or by on-site visit.
 - ☐ One-time demonstration of a representative set of EDA tools and access of licenses at the centralized licenses hosting site has to be done by the vendor.
6. Installation certificate needs to be provided after successful installation and commissioning of a representative set of EDA tool binaries and their working at each Participating Institute site by access to the centralized licenses server host. This certificate will have to be duly signed and stamped along with the date by installation engineer of the EDA tool vendor (or its representative) and either by the Principal Investigator (PI) or by the Co-Principal Investigator (Co-PI) of the participating institute. The certificate will also confirm if this was done via online method or by on-site visit.
7. One-time demonstration of remote access of licenses at all the Participating Institutions has to be done by the vendor. This implies that one-time installation and commissioning of a representative set of EDA tools needs to be done at all sites under C2S Programme by the vendor. This would be done preferably using online method (email, phone, chat, video, audio, webinar, *etc.*). On-site assistance for installation and commissioning needs to be done only when specifically requested with justification by any participating institute.
8. List of participating institutes and the centralized licenses hosting site with the details of PI and Co-PI will be provided to the vendor for execution of the purchase order. It is possible that at the time of issuing the purchase order, a limited number of participating institutes would be identified and conveyed to the vendor. Subsequent addition of

Annexure-II

participating institutes would be communicated from time-to-time to the vendor.

9. Vendor needs to provide support login and website access details for two persons per participating institution and two persons for the centralized licenses hosting site. Support login should provide access to online recorded videos, tutorials, tool-flow documents, white-papers, user-guides, technical support to queries, forums, *etc.*
10. Vendor should provide upgrades and updates for all EDA software tools for the duration of 5 years and 3 months (buffer period for on-boarding participating institutes).
11. Vendor should share the tool-flow documents (if unavailable on their support website) for any specific tools and its features.
 - This will be on-need basis only to ease the usage of tools for the C2S Participating Institutes.
12. Institutions can be removed/added (maximum up to 120) throughout the duration of the 5 years and 3 months without any further financial implications.
13. Technical support and assistance via phone, e-mail, webinar, or online video/audio needs to be provided by the vendor during the entire duration of 5 years and 3 months, the EDA tools licensing period.
14. Each participating institution will sign the necessary end-user agreement to enable the licenses and confirm their academic/educational/research usage.
15. Badging/certification facility is not required to be provided for students for the online training materials.
16. Centralized licensing host (Chip Centre, C-DAC Bangalore) and PIU, MeitY will be accessing the Synopsys EDA tool licenses for activities under C2S programme.

III. Payment Terms and Conditions:

1. Offers made by Indian agents (or representatives) on behalf of their principals should be supported by the necessary authorization letter from their principals.



Annexure-II

2. Proprietary certificate must be provided for all the tools that have been proposed. This certificate may be addressed as "To Whomsoever It May Concern".
3. Proprietary specification for all the tools that have been proposed needs to be provided.

☐ The specification can be a brief write-up on each tool.

4. Terms of Payments:

The payment would be released in stages as detailed below:

- ☐ STAGE-1: 80% of total PO value to be released after successful installation and commissioning of the EDA tools and licenses at centralized licenses hosting site and successful installation and commissioning of the EDA tools at a minimum of 50 numbers of on-boarded participating institutes OR after 1 month have elapsed from the date of successful installation and commissioning at the centralized licenses hosting facility (whichever is earlier). Point no. 5, 6 and 7 (as applicable) of the terms and conditions must be satisfied for successful installation and commissioning.
- ☐ STAGE-2: 17% of total PO value to be released after successful installation and commissioning of the EDA tools at a minimum of another 50 numbers of on-boarded participating institutes OR after 2 months have elapsed from the date of successful installation and commissioning at the centralized licenses hosting site (whichever is earlier). Point nos. 6 and 7 (as applicable) of the terms and conditions must be satisfied for successful installation and commissioning.
- ☐ SPECIAL-CASE: If 100 numbers of participating institutes are on-boarded with the successful installation and commissioning of EDA tools during the first 2 months from the date of successful installation and commissioning of EDA tools at the centralized licenses hosting site, 97% of total PO value will be released to the vendor. Point nos. 5, 6 and 7 of the terms and conditions must be satisfied for successful installation and commissioning.
- ☐ Vendor will also need to support the successful installation and commissioning of the EDA tools for remaining on-boarded participating institutes beyond 100 (maximum up to 120). Point nos. 6 and 7 of the terms and conditions must be satisfied for successful installation and commissioning.

Annexure-II

5. ePBG: 3% payment of the PO value will be paid against (electronic) performance bank guarantee issued by any nationalized/scheduled bank of India valid for 5-year license period and 3-month buffer period with an additional 2-months, *i.e.* with 65-month validity. Note that this payment of 3% against ePBG will be released along with STAGE-1 payment.
☐ If no bank guarantee for the 3% of the PO value is provided, the balance 3% payment will be made only after expiry of 65 months.
6. Other general terms and conditions as part of the purchase process is included in the RFQ (Annexure-I).

[Handwritten signature]

PRICE FORMAT

Our Quotation No.

Date:

1	Description and specification	
2	Quantity & Unit	
3	Delivery Terms	
4	Delivery Period	
5	Taxes, Duties & any other statutory levies or charges	
6	Transportation, Insurance, P & F charges, if any	
7	Discount/off etc., if any	
8	Total Rate per unit	
9	Price Value (Net Price) in Rs. (in figures & words)	
10	Warranty	

I/We engage to supply the material(s) to as per our schedule of requirements/purchase order and comply the following:

1. Tender schedule and technical specifications indicated.
2. Item/tender specific conditions for this tender
3. Terms and conditions of this Tender Enquiry
4. I/We confirm that set off for the ED, VAT, etc. Paid on the inputs have been taken into consideration in the above quoted price and further agree to pass on such additional duties as sets offs as may become available in future under VAT, etc.
5. This offer is valid for 90 (ninety) days from the date of opening of the tender.
6. That we have not been debarred by the any Government/Undertaking.
7. That the rates quoted are not higher than the rates quoted for same item to any Govt. /Undertaking.
8. That the bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

Signature & Seal
Place & Date

Name of Authorised Signatory &
Address
Email id & Mobile

NB: Additional page may be added for detailed price quotation.

Annexure -IV

Undertaking for EMD (on the letterhead of Organization)

Date:

To

The Executive Director
NIELIT
NIT Campus P.O.
Kozhikode - 673601
Kerala

Subject: Undertaking as per GFR-2017, Rule 170(iii).

Dear Sir,

We, the undersigned, offer to supply

..... in response to your Tender
No. dated We are hereby submitting
our Bid/Quotation for the same. As a part of eligibility requirement stipulated in the
said Tender documents, we hereby submit a declaration in lieu of Earnest Money
Deposit (EMD), as given below:

1. Our bid shall remain valid for 90 days from the date of submission and that we will not withdraw or modify our bid during the validity period.
2. In case, we are declared as successful bidder and an order is placed on us, we will submit the acceptance in writing within 7 days of placement of order on us.
3. In case, we are declared as successful bidder and an order is placed on us, we undertake, to submit a Security Deposit of 3% of the order value, as per terms stipulated in the Tender.
4. In case of failure on our part to comply with any of the above said requirements, we are aware that we shall be declared as ineligible for said Tender and/or debarred from any **future bidding process of NIELIT for a period of minimum two years.**
5. The undersigned is authorized to sign this undertaking.

Yours sincerely,

Authorized Signatory:
Name and Title of Signatory (with seal):
e-mail:
Mobile No.

UNDERTAKING

Quotation Enquiry Ref. No. :

Dated:

FOR COMPLIANCE OF ALL TERMS & CONDITIONS MENTIONED IN THIS REQUEST
FOR QUOTATION

(Should be printed on the Official Letter head of Manufacturer/their Authorized
Distributor/Dealer)

To
The Executive Director,
NIELIT CALICUT,
P.O. NIT CAMPUS, CALICUT - 673601,
KERALA

Sir,

1. The undersigned certify that I/we have gone through the terms and conditions mentioned in the tender enquiry Document and undertake to comply with them. I have no objection for any of the content of the tender enquiry Document and I undertake not to submit any complaint/ representation against the tender enquiry Document after submission date and time of the tender documents. The rates quoted by me/us are valid and binding on me/us for acceptance till the validity of tender.
2. I/We undersigned hereby bind myself/ourselves to National institute of Electronics and Information Technology (NIELIT) Calicut, Kerala, India to supply the approved awarded Article/Software on receipt of approved Purchase Order.
3. The Proprietary articles shall be of the best quality and of the kind as per the requirement of the institution. The decision of the Executive Director, NIELIT Calicut, India (herein after called the said officer) as regard to the quality and kind of article shall be final and binding on me.
4. In case our quotation is accepted and order is placed, the supply against the order will be made within the period stipulated in the purchase order.
5. If I/We fail to supply the stores in stipulated period the NIEIT Calicut has full power to impose LD and deduct the applicable amount from our pending Bills and take appropriate action deemed fit against our firm.
6. I/We declare that no legal/financial irregularities are pending against the proprietor/partner of the participating firm or manufacturer.
7. I/We undertake that the rates quoted when approved and selected by the Executive Director, NIELIT Calicut will be valid for initial period of One year from the date of award of contract. I/we undertake to supply the order within the stipulated period and if fail to supply order during the stipulated period the necessary action can be taken by the Executive Director, NIELIT Calicut, India against our firm.
8. I/We undertake that if the rates of any items are lowered due to any reason, I will charge the lower rates.

Annexure -V

9. I/We undertake that the quoted rates are not higher than that approved in any other Govt. institutions in India for the same items during the current Financial Year.
- 10.No CBI Inquiry/FEMA/Criminal proceeding/Black listing is pending or going on against the manufacturer/bidder firm. I/We undertake that I will not submit any irrelevant documents with the offer and if any time it is found that I have done any such mistake, I will not have any objection if my Proposal is rejected on that ground.
- 11.I/We undertake that any issues related with Proprietary Article/Intellectual Proprietary Rights shall solely be taken care by us and we shall be responsible for any kind of issue that arise during concurrency of supply order and we also undertake that; we shall indemnify, NIELIT Calicut in all such related matters.
- 12.I/We undertake to supply the all Literature (Catalog/Log Book/Maintenance Record/Troubleshooting/Operation Manuals etc.) supplied with each of item provided by Principal Manufacturer in Original to (if any applicable).
- 13.I/We do hereby confirm that the prices/rates quoted are fixed and are at par with the prices quoted by me/us to any other Govt. of India/ Organisation/Academic Institutions/PSUs. I/we also offer to supply the Equipment/stores/goods/items at the prices and rates not exceeding those mentioned in our Price Quotation offer.
- 14.I/we undertake, If as a result of post payment audit any over payment is made in respect of any Supply/work done by our Agency or alleged to have been done by our Agency under this tender enquiry it shall be recovered by the NIELIT Calicut from our Agency.
- 15.I/we undertake that we shall liable to provide all the relevant records copies during the concurrency period of Contract or otherwise even after the Contract is over, whenever required by NIELIT Calicut
- 16.I/We undertake that we shall deposit Performance Security of 3% value of Supply Orders issued to us by NIELIT Calicut in favor of "Executive Director, NIELIT Calicut" in the form of FDR/Performance Security Bank Guarantee from Scheduled Bank in India for a period of Six Five(65) months. If we fail to fulfill the Contractual obligation/any breach of Contract/not honor Purchase Order of NIELIT Calicut during Rate Contract Period, the NIELIT Calicut should have full right to forfeiture of our Performance Security Deposit Amount in total.

Affirmation

I pledge and solemnly affirm that the information submitted in tender/quotation documents is true to the best of my knowledge and belief. I further pledge and solemnly affirm that nothing has been concealed by me and if anything adverse comes to the notice of purchaser during the validity of Purchase order/Contract period. The Executive Director, National Institute of Electronics and Information Technology (NIELIT Calicut) will have full authority to take appropriate action deemed fit against our firm.

Signature of Bidder

(Name of Bidder)

Place

Date.....

With seal of firm

(Letter head) Annexure - VI

FALL CLAUSE NOTICE CERTIFICATE

This is to certify that we have offered the maximum possible discount to you in our Quotation No. _____ dated _____

The prices charged for the Stores supplied under tender should under no event be higher than the lowest prices at which the party sells the items of identical description to any other Govt. organization/PSU's/Central Govt, /State Govt. Autonomous bodies/Central/state Universities/Central/State Educational Institutions, failing which the "FALL CLAUSE" will be applicable. The institute will look into a reasonable past period to ensure this.

In case, if the price charged by our firm is found to be more, NIELIT Calicut will have the right to recover the excess charged amount from the subsequent/unpaid bill of the supplier.

Note: This letter of authority should be on the letterhead of the quoting firm and should be signed by a Competent Authority and having the power of attorney

Bid Form (Covering Letter)

(On Bidder's Letter-head)

(Strike out alternative phrases not relevant to you)

Bidder's Name _____
[Address and Contact Details]

Bidder's Reference No. _____ Date.....

To
The Executive Director
NIELIT CALICUT
P.B. No.04. P.O. NIT Campus
CALICUT- 673601, Kerala

Ref: Your Tender Document No. 2..... Tender Title: Synopsys University
Bundle.

Sir/ Madam

Having examined the above mentioned Tender Document, we, the undersigned,
hereby submit our Quotation/Price Schedule for the supply of Software in
conformity with the said Tender Documents.

*(Please tick appropriate boxes or strike out sentences/ phrases not applicable to
you)*

1) Our Credentials:

(a) We are submitting this bid: -

- ☐ on our behalf, and there are no agents/ dealers involved in this
tender, and hence no agency agreement or payments/ commissions/
gratuity is involved. Our company law and taxation regulatory
requirements and authorization for signatories and related
documents are submitted in Form 1.1 (Bidder Information).

Or

- ☐ as authorised dealer offering goods manufactured by our OEMs. Our
OEM's law and taxation regulatory requirements and authorization
for signatories and related documents are submitted in Form 1.3
(OEM's Authorization).

Or

- ☐ as agents/associates of our foreign principals. Our foreign principal's
law and taxation regulatory requirements, as well as authorization
for signatories and related documents, are submitted in Form1.4
(Declaration by Agents/ Associates of Foreign Principals/ OEMs).

(a) We..... hereby certify that ☐ We/ ☐ our Principals/ OEM M/
s..... are proven, established, and reputed manufacturers with
factories at which are fitted with modern equipment and
where the production methods, quality control, and testing of all
materials and parts manufactured or used by us shall be open to
inspection by the representative of the Procuring Entity.

2) Our Eligibility and Qualifications to participate

We comply with all the eligibility criteria stipulated in this Tender Document, and the relevant declarations are made along with documents in Form 1.2 of this bid-form.

3) Our Bid to supply Goods:

We offer to supply the subject Goods of requisite quality and within Delivery Schedules in conformity with the Tender Document.

4) Prices:

We hereby offer to perform the Services at our lowest prices and rates mentioned in the separate Price-Schedule. It is hereby confirmed that the prices quoted therein by us are:

- (a) based on terms of delivery.
- (b) Cost break-up of the quoted cost, showing inter-alia costs (including taxes and duties thereon) of all the included incidental Goods/ Works considered necessary to make the proposal self-contained and complete, has been indicated therein, and
- (c) based on the terms and mode of payment as stipulated in the Tender Document.

5) Affirmation to terms and conditions of the Tender Document:

We have understood the complete terms and conditions of the Tender Document. We accept and comply with these terms and conditions without any reservations.

6) Bid Securing Declaration

We have submitted the Undertaking for EMD, in lieu of Bid Security in stipulated format vide Annexure -IV.

7) Abiding by the Bid Validity

We agree to keep our bid valid for acceptance for a period upto -----, as required in the Tender Document or for a subsequently extended period, if any, agreed to by us and are aware of penalties in this regard stipulated in the Tender Document in case we fail to do so.

8) Non-tempering of Tender Document and document Copies

We confirm that we have not changed/ edited the contents of the Tender Document. We realise that any such change noticed at any stage, including after the contract award, shall be liable to punitive action in this regard stipulated in the Tender Document. We also confirm that scanned copies of documents/ affidavits/ undertakings submitted along with our quotation/bid/offer are valid, true, and correct to the best of our knowledge and belief. If any dispute arises related to the validity and truthfulness of such documents/ affidavits/ undertakings, we shall be responsible for the same. Upon accepting our offer/quotation/bid, we undertake to submit for scrutiny, on-demand by the NIELIT Calicut, originals, and self-certified copies of all such certificates, documents, affidavits/ undertakings.

9) A Binding Contract:

We further confirm that, if our bid is accepted, all such terms and conditions shall continue to be acceptable and applicable to the resultant contract, even though some of these documents may not be included in the contract Documents submitted by us. We do hereby undertake that, until a formal contract is signed or issued, this bid, together with your written Letter of Award (LoA)/Purchase Order shall constitute a binding contract between us.

10) Performance Guarantee and Signing the contract

We further confirm that, if our bid is accepted, we shall provide you with performance security of the required amount stipulated in the Tender Document for the due performance of the contract. We are fully aware that in the event of our failure to deposit the required security amount and/ or failure to execute the agreement, the NIELIT Calicut has the right to avail any or all punitive actions laid down in this regard, stipulated in the Tender Document.

11) Signatories:

We confirm that we are duly authorized to submit this bid and make commitments on behalf of the Bidder. Supporting documents are submitted in annexed herewith.

12) Rights of the Procuring Entity to Reject bid(s):

We further understand that you are not bound to accept the offer as against your above-referred Tender Document.

.....
(Signature with date)

.....
(Name and designation)
Duly authorized to sign bid for and on behalf of
[name & address of Bidder and seal of company]

Bidder Information

(On Company Letter-head)
(Along with supporting documents, if any)

Bidder's Name _____
[Address and Contact Details]

Bidder's Reference No. _____ Date.....

Tender Document No. Tend No.....; Tender Title: Synopsys University Bundle

Note: Bidder shall fill in this Form following the instructions indicated below. No alterations to its format shall be permitted, and no substitutions shall be accepted. Bidder shall enclose certified copies of the documentary proof/ evidence to substantiate the corresponding statement wherever necessary and applicable. Bidder's wrong or misleading information shall be treated as a violation of the Code of Integrity. Such Bids shall be liable to be rejected as nonresponsive, in addition to other punitive actions provided for such misdemeanours in the Tender Document.

(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)

1) Bidder/ Contractor particulars:

- (a) Name of the Company:.....
- (a)** Corporate Identity No. (CIN):
- (b)** Registration, if any, with The Procuring Entity:
.....
- (c)** Place of Registration/ Principal place of business/ manufacture
.....
- (d)** Complete Postal Address:
- (e)** Pin code/ ZIP code:
- (f)** Telephone nos. (with country/ area codes):
- (g)** Mobile Nos.: (with country/ area codes):
- (h)** Contact persons/ Designation:
- (i)** Email IDs:

Submit documents to demonstrate eligibility. A self-certified copy of registration certificate – in case of a partnership firm – Deed of Partnership; in case of Company – Notarized and certified copy of its Registration; and in case of Society – its Byelaws and registration certificate of the firm.

2) Taxation Registrations:

- (a) PAN number:
- (j)** Type of GST Registration as per the Act (Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc.):
.....
- (k)** GSTIN number: in Consignor and Consignee States
- (l)** Registered/ Certified Works/ Factory where the Goods would be mainly manufactured and Place of Consignor for GST Purpose:
.....

(m) Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts):

.....

(g) We solemnly declare that our GST rating on the GST portal/ Govt. official website is not negative/ blacklisted.

Documents to be submitted: Self-attested Copies of PAN card and GSTIN Registration.

3) Authorization of Person(s) signing the bid on behalf of the Bidder

(a) Full Name: _____

(n) Designation: _____

(o) Signing as:

(g) A sole proprietorship firm. The person signing the bid is the sole proprietor/ constituted attorney of the sole proprietor,

(g) A partnership firm. The person signing the bid is duly authorised being a partner to do so, under the partnership agreement or the general power of attorney,

(g) A company. The person signing the bid is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.

Documents to be submitted: Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution

4) Bidder's Authorized Representative Information

(a) Name:

(p) Address:

(q) Telephone/ Mobile numbers:

(r) Email Address:

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

[name & address of Bidder and seal of company]

DA: As above

.....

Eligibility Declarations

(On Company Letter-head)

(Along with supporting documents, if any)

Tender Document No.....; Tender Title: Synopsys Univ Software Bundle

Bidder's Name _____

[Address and Contact Details]

Bidder's Reference No. _____ Date.....

Note: The list below is indicative only. You may attach more documents as required to confirm your eligibility criteria.

Eligibility Declarations

(Please tick appropriate boxes or cross out any declaration not applicable to the Bidder)

We hereby confirm that we are comply with all the stipulation of Request for Quotation/Tender and declare as under and shall provide evidence of our continued eligibility to the Procuring Entity as may be requested:

1) **Legal Entity of Bidder:** _____

1) **OEM/ Manufacturer/ Agent/ Dealership Status:**

2) We ☐ are/ ☐ are not a JV _____

3) We solemnly declare that we (including our affiliates or subsidiaries or constituents):

- a) are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;
- b) (including our Contractors/ subcontractors for any part of the contract):
 - (i) Do not stand declared ineligible/ blacklisted/ banned/ debarred by the NIELIT or its Ministry/ Department from participation in its Tender Processes; and/ or
 - (ii) Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications.
- c) Do not have any association (as bidder/ partner/ Director/ employee in any capacity) with such retired public official or near relations of such officials of Procuring Entity, as counter-indicated, in the Tender Document.
- d) We certify that we fulfill any other additional eligibility condition if prescribed in Tender Document.
- e) We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.

4) **Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017:** We certify as under:

"We 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, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:

- (a) we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and;*
- (b) we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.*

5) **MSME Status:**

Having read and understood the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (as amended and revised till date), and solemnly declare the following:

- a) We are - Micro/ Small/ Medium Enterprise/ SSI/ Govt. Deptt. / PSU/ Others:.....
- b) We attach herewith, Udhyam Registration Certificate with the Udhyam Registration Number as proof of our being MSE registered on the Udhyam Registration Portal. The certificate is the latest up to the deadline for submission of the bid.
- c) Whether Proprietor/ Partner belongs to SC/ ST or Women category. (Please specify names and percentage of shares held by SC/ ST Partners):.....

6) **Start-up Status**

We confirm that we ☐ are/ ☐ are not a Start-up entity as per the definition of the Department of Promotion of Industrial and Internal Trade - DPIIT.

We also declare that

- ☐ There is no country whose bidders have been notified as ineligible on a reciprocal basis under this order for an offered Goods, or
- ☐ We do not belong to any Country whose bidders are notified as ineligible on a reciprocal basis under this order for the offered Goods.

7) **Self-Declaration by Indian Agents/ Associates of Foreign Principals**

- (a) Self-attested documentary evidence about their identity (PAN, Aadhar Card, GSTIN registration, proof of address, etc.), business details (ownership pattern and documents, type of firm, year of establishment, sister concerns etc.) to establish that they are a bonafide business as per Indian Laws - are submitted as part of Form 1.1 annexed herewith.
- (b) Agency Agreement shall be submitted with Form 1.4. It shall cover
 - (i) the precise relationship, services to be rendered, mutual interests in business - generally and/ or specifically for the tender and
 - (ii) any payment the agent or associate receives in India or abroad from the foreign OEM/ principal, whether a commission or a general retainer fee.
- (c) Our Foreign principals, explicitly authorizing us to make an offer in response to the tender, either directly or in association with them, are listed in Form 1.3 and 1.4 annexed herewith. That also indicates their name, address, nationality, status (i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal).

8) **Penalties for false or misleading declarations:**

We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that any wrong or misleading self-declaration would violate the Code of Integrity and attract penalties as mentioned in this Tender Document.

.....
(Signature with date)

.....
(Name and designation)
Duly authorized to sign bid for and on behalf of

.....
.....
[name & address of Bidder and seal of company]

OMC/OEM's Authorization

(On Company Letter Head)

OMC's Name _____
 [Address and Contact Details]

OEM's Reference No. _____ Date.....

The Executive Director
 NIELIT Calicut
 PB. No. 04, NIT Campus P.O
 CALICUT - 673601, Kerala State

Dear Sirs,

Ref. Your Tender Document No. . Tender Title: Synopsys Univ. Software Bundle

- 1) We, -----, are proven and reputable manufacturers of the Tendered Goods. We have factories at----- . We hereby authorise Messrs----- (*name and address of the authorised dealer*) to submit a bid, process the same further and enter into a contract with you against above referred Tender Process for the supply of above Goods manufactured by us. Their registration number with us is, dated/ since.....
- 1) We further confirm that no Contractor or firm or individual other than Messrs. (*name and address of the above- authorised dealer*) is authorized for this purpose.
- 2) As principals, we commit ourselves to extend our full support for warranty obligations, as applicable as per the Tender Document, for the Goods and incidental Works/ Services offered for supply by the above firm against this Tender Document.
- 3) Our details are as under:
 - (a) Name of the Company:.....
 - (a) Complete Postal Address:
 - (b) Pin code/ ZIP code:
 - (c) Telephone nos. (with country/ area codes):
 - (d) Fax No.: (with country/ area codes):
 - (e) Mobile Nos.: (with country/ area codes):
 - (f) Contact persons/ Designation:
 - (g) Email IDs:

4) We enclose herewith, as appropriate, our ----- (Bye-Laws/
Registration Certificate/ Memorandum of Association/ Partnership
Agreement/ Power of Attorney/ Board Resolution)

Yours faithfully,

.....
[signature with date, name, and designation]

for and on behalf of Messrs.....

[name & address of the OEM and seal of company]

DA: As above

Declaration by Agents/ Associates of Foreign Principals

(On Company Letter Head -Along with supporting documents, if any)

Agent's Name _____
 [Address and Contact Details] _____

Principal's Reference No. _____ Date.....

The Executive Director
 NIELIT Calicut
 PB. No. 04, NIT Campus P.O
 CALICUT – 673601, Kerala State

Dear Sirs,

Ref. Your Tender Document No. Tend No.....; Tender Title: Synopsys
 Univ. Software Bundle.

- 1) We,, are a bonafide business as per Indian Laws. We have been retained as agent/ associates by our foreign principals/ OEM, Messrs. (name and address of the principal) to associate with them for participation in this Tender Process.
- 1) We understand that any failure or non-disclosures, or mis-declarations by us, shall be treated as a violation of the Code of Integrity. Our Bids shall be liable to be rejected as nonresponsive, in addition to other punitive actions by the Procuring Entity as per the Tender Document.
- 2) The required details are given below:.
 - (a) Name of the Agent/ Associate:.....
 - (a) Documents regarding ownership pattern: as appropriate – Bye Laws/ Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution.
 - (b) Year of establishment.....
 - (c) Sister Concerns.....,
 - (d) Corporate Identity No. (CIN):
 - (e) Aadhar Card of Owner/ CEO/ Partner
 - (f) PAN number:
 - (g) Complete Postal Address:
 - (h) Pin code/ ZIP code:
 - (i) Telephone nos. (with country/ area codes):
 - (j) Mobile Nos.: (with country/ area codes):
 - (k) Contact persons/ Designation:
 - (l) Email IDs:

- (m) Type of GST Registration (Registered, Unregistered, Composition, SEZ, RCM etc.):
- (n) GSTIN number: in Consignor and Consignee States
- (o) Registered office from where agency/ association services would be mainly provided for GST Purpose:
- (p) Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts):
.....

3) Details required regarding the foreign principal/ OEM are given below.

(a) Name of the Company:.....

(q) Nationality/ Country of operation/ incorporation.....

(r) Status:

- (i) manufacturer or
- (ii) agents of manufacturer holding the Letter of Authority of the Principal, specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/ representatives.

(s) Complete Postal Address:

(t) Telephone nos. (with country/ area codes):

(u) Mobile Nos.: (with country/ area codes):

(v) Contact persons/ Designation:

(w) Email IDs:

4) We enclose herewith: as appropriate, our ----- Bye-Laws/ Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution

Yours faithfully,

.....

.....

[signature with date, name, and designation]

for and on behalf of Messrs.....

[name & address of the OEM and seal of company]

DA: 1. As above