

Date: 20<sup>th</sup> June, 2013

**Tender No.: IITGN/ADVT/EE/EQP/2013-14/0071**

**Last date: 4<sup>th</sup> July, 2013 on/before 05:00 PM**

**SUB: Invitation of sealed tender for Supply of "CoventorWare MEMS Design Software" as per details & specifications shown in the Annexure-I.**

Dear Sir/Madam,

Indian Institute of Technology Gandhinagar invites sealed tender for **Supply of "CoventorWare MEMS Design Software" as per details & specifications shown in the Annexure-I** on the following terms & conditions:

1. If the supplier/firm is manufacturer/authorized dealer/sole distributor of any item/equipment, the Certificate to this effect should be attached.
2. The tender documents are to be in two parts as **Technical Offer and as Financial offer:**
  - a.) The Technical offer should include the detailed specifications of main equipment/item and its accessories. All items should be numbered as numbered for each instrument.
  - b.) The financial offer should include the cost of main equipment/item and its accessories numbered as in (a). If there is any separate cost for installation etc. that should be quoted separately. The total cost should be quoted in words as well as figures (typed or printed). Amendment should be avoided. Amendments, if any, should be duly initialed, failing which the offers are liable to be rejected.
  - c.) The two parts of the offer should be placed in separate sealed envelopes clearly marked "**Technical Offer**" & "**Financial Offer**". These two envelopes must be enclosed for EMD and Tender Fee marked "**Tender Fee & EMD**" (total three envelopes) must be enclosed in one bigger envelope duly sealed and super scribed with tender number, name of the instrument/item and tender due date must be forwarded to the undersigned so as to reach him on or before the due date.
  - d.) The Financial Offer should be quoted in the prescribed format as per the Annexure-II only (as applicable). If the financial offer is not in the prescribed format, it will be rejected.

Incomplete tenders, amendments and additions to tender after opening or late tenders are liable to be ignored and rejected.

3. Fax and Email quotation are not acceptable.

4. Quotations should be valid for 120 days from the tender due date. The quotation should clearly indicate the period of delivery, warranty terms etc. A minimum of three year warranty is required from the date of commissioning.

5. Relevant literature pertaining to the items quoted with full specifications (and drawing, if any) should be sent along with the Quotations, wherever applicable. The Suppliers should submit copies of suitable documents in support of their reputation, credentials and past performance.

6. The quotations should be given for the items in the same order as in the tender document.

7. The quantity shown against each item is approximate and may vary as per demand of the Institute at the time of placing order.

8. Imported supplies should be delivered by air and quoted for CIP Ahmedabad.

9. (a). In case of payment through Letter of Credit (LC), 90% (Ninety Percent) of the payment will be released after completion of the supply. The balance 10% (Ten Percent) of the payment will be released after satisfactory installation of the item/equipment.

(b). If the Payment in the form of foreign currency draft/TT, the Institute will release the payment within 30 working days after delivery and successful installation of the item/equipment at IIT Gandhinagar Premises.

10. IIT Gandhinagar is exempt from payment of Excise Duty and is eligible for concessional rate of Custom Duty. Necessary certificate will be issued on demand. IIT Gandhinagar will make necessary arrangements for the clearance of imported goods at the Airport. Hence, the price should not include these charges.

11. In the event of any dispute or difference(s) between the vendee IIT Gandhinagar and the vendor(s) arising out of non-supply of material or supplies not found according to the specifications or any other cause whatsoever relating to the supply or purchase order before or after the supply has been executed, shall be referred to the concerned authority of IIT Gandhinagar who may decide the matter himself or may appoint arbitrator(s) under the arbitration and conciliation Act 1996. The decision of the arbitrator shall be final and binding on both the parties.

12. The place of arbitration and the language to be used in arbitral proceedings shall be decided by the arbitrator.

13. All disputes shall be subject to Gandhinagar Jurisdiction only.

14. IIT Gandhinagar reserves the rights to accept/reject any offer in full or in part or accept any offer other than the lowest offer without assigning any reason thereof. Any offer containing incorrect and incomplete information shall be liable for rejection.

15. The Tender/Bid will be open on **05.07.2013** at **04:00 PM** at **IIT Gandhinagar Premises**.

a.) The suppliers or their authorized representative may also be present during the opening of the Technical offer, if they desire so, at their own expenses.

b) Only those financial offers will be opened whose technical offers are found suitable by the expert committee appointed for the concerned instrument/equipment.

- c) No separate information shall be given to individual bidders. In incomparable situation, the committee may negotiate price with the qualified bidder quoting the lowest price before awarding the offer.
- d) The Tender Committee reserves its right to select or reject any or all of the Items/equipment mentioned above without assigning any reasons.

16. In case the supplier requires any elucidation regarding the tender documents, they are requested to contact to the Assistant Registrar (M.M.) through e-mail, [purchase@iitgn.ac.in](mailto:purchase@iitgn.ac.in) on or before **4:00 PM, 04.07.2013**.

17. A demand draft of **Rs. 1,000/- (Rupees One Thousand Only)** towards non-refundable tender fee and a demand draft of **Rs. 30,000/- (Rupees Thirty Thousand Only)** at the rate of 2% of the tender value towards refundable EMD from a Nationalized bank/Schedule bank in favour of “**IIT Gandhinagar Main Account**” payable at Ahmedabad placed in a separate envelope marked “**Tender Fee & EMD**” should accompany tender bid documents. Both the demand drafts should be valid for 90 days. Without the Tender Fee and EMD the bid will not be considered.

The EMD of the successful bidder will be returned to them without any interest after completing the successful installation. The earnest money of unsuccessful bidders will be returned to them without any interest within thirty (30) working days after awarding the offer.

18. All tender documents should have to be forwarded through speed post or registered post, courier, Hand Delivery to the following address so as to reach the following address on/before **05:00PM, 04.07.2013**.

**Assistant Registrar (M.M.)**

Indian Institute of Technology Gandhinagar,  
Vishwakarma Government Engineering College Campus,  
Ground Floor, Block “A” ,  
Visat-Gandhinagar Highway, Chandkheda  
Ahmedabad 382424  
Tele/ Fax No. +91 79 2397 2583

## **Other Terms & Conditions:**

### **1. Pre – Qualification Criteria:**

- a. Bidders should be the manufacturer / authorized dealer. Letter of Authorization from Manufacturer on the same and specific to the tender should be enclosed. Manufacturer and authorized dealer both cannot bid simultaneously for the cited item as published in the tender.
- b. An undertaking from the original Manufacturer is required stating that they would facilitate the bidder on a regular basis with technology/product updates and extend support for the warranty as well.

### **2. Performance Guarantee Bond:**

- a. Performance Guarantee Bond is mandatory.
- b. Successful supplier/ firm should submit performance guarantee as prescribed and to be received in the office of Assistant Registrar, Materials Management Division before the date of commencement of supply or 30 days from the date of acceptance to tender, whichever is earlier. The performance guarantee bond to be furnished in the form of Bank Guarantee as per given proforma of the tender documents, for an amount covering 10% of the value of quantity of material on landed cost basis.
- c. The Performance Guarantee should be established in favour of “IIT Gandhinagar Main Account” through any Nationalized Bank / Schedule Bank Situated at Ahmedabad/Gandhinagar with a clause to enforce the same on their local branch at Ahmedabad.
- d. Validity of the performance guarantee bond shall be for a period of entire warranty period from the date of issue of installation & commissioning.

3. **Delivery:** The Equipment should be delivered and installed within the period as specified in the purchase order and be ready for use within one week of delivery unless otherwise prescribed.

4. **Penalty:** If the suppliers fails to deliver and place any or all the Equipment or perform the service by the specified date, penalty at the rate of 1% per week of the total order value subject to the maximum of 10% of total order value will be deducted.

5. **Training:** Suppliers need to provide adequate training at IIT Gandhinagar to the nominated person of IIT Gandhinagar at their cost. IIT Gandhinagar will not bear any training or living expenditure in this regard.

6. **Installation & Warranty Declaration:** Suppliers must give the comprehensive onsite warranty as required from the date of successful installation of Equipment against any manufacturing defects. In the installation report the model number of instrument and all spares parts numbers should be in the line of purchase order. And suppliers must be written in the warranty declaration that “everything to be supplied by us hereunder shall be free from all defects and faults in material, workmanship and shall be of the highest quality and material of

the type ordered, shall be in full conformity with the specification and shall be complete enough to carry out the experiments, as specified in the tender document.” If any item covered under warranty fails, the same shall be replaced free of cost including all the applicable charges (shipping cost both ways).

Any deviation in the material and the specifications from the accepted terms may liable to be rejected and the suppliers need to supply all the goods in the specified form to the satisfaction / specifications specified in the Purchase order and demonstrate at the their own cost.

Sd/-

Assistant Registrar (M.M)

## Form A

### PARTICULARS TO BE FILLED BY THE BIDDER

1. Name of the Supplier:
2. Complete Address of the Supplier:
3. Availability for demonstration of instruments at IIT Gandhinagar: Yes / No [Please √]
4. Cost of the Tender enclosed: Yes/No [Please √] If yes,
  - a.) Name of the Bank \_\_\_\_\_
  - b.) Amount in (₹) \_\_\_\_\_
  - c.) Demand Draft No. \_\_\_\_\_
5. Earnest Money Deposit enclosed: Yes / No [Please √] if Yes,
  - a.) Name of the Bank \_\_\_\_\_
  - b.) Amount in (₹) \_\_\_\_\_
  - c.) Demand Draft No. \_\_\_\_\_
  - d.) Last Validity date of the enclosed DD \_\_\_\_\_
6. Communication details of the concerned contact person to whom all references shall be made regarding this tender enquiry. [NOTE: Any changes after submission of Tender documents kindly update IIT Gandhinagar]
  - a.) Full Name :
  - b.) Complete Postal Address:
  - c.) Telephone No.:
  - d.) Fax No.:
  - e.) Mobile No.:
  - f.) E-mail:
  - g.) Website Address:

**Form B**

**PARTICULARS FOR REFUND OF EMD TO SUCCESSFUL/UNSUCCESSFUL BIDDER**

**RTGS/National Electronic Fund Transfer (NEFT) Mandate Form**

1	Name of the Bidder	
2	Permanent Account No (PAN)	
3	Particulars of Bank Account	
	a) Name of the Bank	
	b) Name of the Branch	
	c) Branch Code	
	d) Address	
	e) City Name	
	f) Telephone No	
	g) NEFT/IFSC Code	
	h) RTGS Code	
	i) 9 Digit MICR Code appearing on the cheque book	
	j) Type of Account	
	k) Account No.	
4	Email id of the Bidder	

**PARTICULARS FOR PERFORMANCE GUARANTEE BOND**

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of Two Hundred)  
(TO BE ESTABLISHED THROUGH ANY OF THE NATIONALISED BANKS/  
SCHEDULE BANKS (WHETHER SITUATED AT AHMEDABAD OR OUTSTATION)  
WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT  
AHMEDABAD. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.)

To,

The Asst. Registrar (MM),  
Indian Institute of Technology Gandhinagar  
VGEC Campus, Chandkheda,  
Ahmedabad – 382424

***LETTER OF GUARANTEE***

WHEREAS Indian Institute of Technology Gandhinagar (Buyer) have invited Tenders vide Tender No..... Dt. .... for purchase of ..... AND WHEREAS the said tender document requires the supplier/firm (seller) whose tender is accepted for the supply of instrument / machinery, etc. in response thereto shall establish an irrevocable Performance Guarantee Bond in favour of **“IIT Gandhinagar Main Account”** in the form of Bank Guarantee for Rs ..... [10% (ten percent) of the purchase value] which will be valid for entire warranty period from the date of installation & commissioning, the said Performance Guarantee Bond is to be submitted within 30 (Thirty) days from the date of Acceptance of the Purchase Order.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said supplier/firm (seller) failing to abide by any of the conditions referred to in tender document / purchase order / performance of the instrument / machinery, etc. this Bank shall pay to Indian Institute of Technology Gandhinagar on demand and without protest or demur Rs ..... (Rupees.....).

This Bank further agrees that the decision of Indian Institute of Technology Gandhinagar (Buyer) as to whether the said supplier/firm (Seller) has committed a breach of any of the conditions referred in tender document / purchase order shall be final and binding.

We, ..... (name of the Bank & branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the supplier/firm (Seller) and/ or Indian Institute of Technology Gandhinagar (Buyer).



Notwithstanding anything contained herein:

a. Our liability under this Bank Guarantee shall not exceed Rs. ....  
(Indian Rupees ..... only).

b. This Bank Guarantee shall be valid up to .....(date) and

c. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if IIT Gandhinagar serve upon us a written claim or demand on or before ..... (date).

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at ..... situated at .....

.....  
.....  
.....

(Address of local branch).

Yours truly,

Signature and seal of the guarantor:

Name of the Bank:

Complete Postal Address:

Date:

## **Annexure-I**

**Name of the item/Equipment:** - CoventorWare MEMS Design Software

**Quantity Required:** - 1 No.

**Details & Specifications of the Item/Equipment:** -

The CoventorWare MEMS Design Software will be primarily used for designing MEMS and sensors. The said software should have the following specifications.

**Specifications:**

1. The software should provide 2D Layout, 2D/3D data import/export, solid model generation, solid model visualization and meshing facilities.
2. It should provide the field solvers for MEMS that includes basic mechanics, electrostatics, quasi-static coupled electro-mechanics, package analysis etc.
3. It should also include field solvers for gas damping, piezo-electric effects, piezo-resistive effects, inductance-resistance extraction and mechanical stiffness extraction

**Accessories:**

The vendor should quote other relevant/optional accessories required for proper functioning of the CoventorWare MEMS design software.

**Quote must have a compliance report on all the above points.**

**Annexure – II**

**FINANCIAL OFFER**

**FOR INDIGINEOUS SUPPLIES**

Ref No. & Date: -

Tender No. : -

Due Date: -

Description of item: -

Sr. No	Description of Item & Specification (Model no if any)	Qty. in Units	Unit Price in Rs.	Discount (%)	Excise Duty /Custom Duty (%)	CST/ VAT (%)	Octroi (%)	Total Price in Rs.

- Delivery Mode : Delivery at IIT Gandhinagar, at site only
- Total bid price should be inclusive of all taxes and levies, transport, loading, unloading etc.
- Warranty Period: .....
- Delivery Period: .....days.
- Quotation Validity Date: - Minimum 120 Days from the date of Submission of quotation/tender.
- Payment Term: Payment within 30 working days from the date of submission clear of bill with acceptance certificate from the concerned dept./Sect./MMD.

Sign of bidder: - \_\_\_\_\_

Date: - \_\_\_\_\_

Name of the bidder:- \_\_\_\_\_

Firm's Name:- \_\_\_\_\_

**Annexure-II**

**FOR IMPORTED SUPPLIES**

Ref No. & Date: -

Tender No. : -

Due Date: -

Description of Item/Equipment: -

**PRICE BID**

Sr. No.	Description of Item & Specification	Qty. in Units	Unit Price in Rs.	Price Basis (Ahmedabad International Airport)	Total Price
				CIP	

- 1. Delivery Period:.....
- 2. Warranty Period: .....
- 3. Terms of payment: (a) 100% payment by Letter of Credit (90% payment will be released on receipt of documents without any discrepancies and balance 10% will be paid after satisfactory installation and commissioning).
- (b) Payment by wire transfer (on request) within 30 days from the date of supply and installation of item.
- 4. Validity of the bid 120 days from the date of opening of the tender.
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- Signature : \_\_\_\_\_
- Name : \_\_\_\_\_
- Business Address : \_\_\_\_\_
- Place :
- Date: Affix Rubber Stamp : \_\_\_\_\_
- 
- Note: Price Bid should be submitted in given format only. For additional information/extra items above format may be typed and used.