

INVITATION FOR TENDER FOR SUPPLY OF EQUIPMENT

Sealed tender offers are invited in two separate sealed covers (Technical and Commercial offers) from eligible manufacturers/suppliers or their direct Indian agents for the supply of the following equipment.

COMSOL Multiphysics® Software Suite

Please send offers, **ALONG WITH DESCRIPTIVE CATALOGUE/ BROCHURE**. The validity of the bid should be at least four months (120 days) or more from the date of the opening of this tender. Please ensure that your quotation reaches not later than **28/05/2018 (Monday) by 17:00 Hrs.** at the following address:

**Professor-in-Charge,
DHI Centre of Excellence on Advanced Manufacturing Technology,
(Inside Steel Technology Centre),
Indian Institute of Technology Kharagpur, 721 302,
West Bengal, India**

Earnest money of **Rs. 20,000/-** is to be deposited in the form of Account Payee Demand Draft in favor of IIT Kharagpur, payable at Kharagpur, India. Any bid which is not accompanied with an EMD shall be summarily rejected. Earnest money deposited will be forfeited if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender. No interest will be paid on the earnest money of the unsuccessful bidders.

Tender Reference	IIT/SRIC/CoE_AMT/DHI/2018/EQ16, Dated: 07.05.2018
Price of Tender Document	Rs. 3,000/-
Last Date and Time for submitting the tender document	28.05.2018 at 17:00 Hrs (Indian time)
Time and Date of Opening of Technical Bids	29.05.2018 at 16:00 Hrs (Indian time)
Place of Opening Tender	Office of Professor-in-Charge, DHI Centre of Excellence on Advanced Manufacturing Technology, (<i>Inside Steel Technology Centre</i>), Indian Institute of Technology Kharagpur, 721 302, West Bengal, India
Address of Communication	As stated above
Contact Telephone Numbers	+91- 3222 - 281576
E-mail	coeamt@iitkgp.ac.in coeamt@gmail.com

Item Specifications

IIT Kharagpur is interested in purchasing the latest version of COMSOL Multiphysics Software Suite perpetual licenses under Floating Network License (FNL).

The specifications are given below:

Sl. No.	Specification	No. of license
	COMSOL Multiphysics® Software Suite	
1.	COMSOL Multiphysics Base Package	03 (FNL)
2.	Modules Multipurpose: Material Library	01 (FNL)

The following eligibility conditions must be fulfilled with the licenses of complete software suite:

1. FNL (*Floating Network License*) license must support cluster and cloud computing without any additional cost.
2. Support for Cluster (quote should clearly mention the number of cores on HPC cluster supported from day 1) and support for cloud computing on Windows® and Linux® platforms.
3. All licenses must be network floating perpetual and must support multicore/multiprocessor computers.
4. FNL licenses should be Network floating and Perpetual on the same licensing server.
5. Licenses under FNL and each corresponding modules should have same Compute Capability and Performance.
6. During the warranty period OEM has to provide the following:
 - a. Free Software Upgrades and updates of the software e-downloadable from OEM web site.
 - b. Provide access to Technical expertise of COMSOL support team to resolve complex simulations.

- c. Access to the COMSOL Customer Portal for online system submission and tracking technical queries of the users at IIT Kharagpur.
 - d. Training on each upgrade of the software to be provided on site through COMSOL certified trainer.
7. Specify the system and OS requirement for Licenses server and client machines. Software should support the latest version of MS Windows (32/64 bit) and Linux (32/64 Bit).
 8. The bidder(s) must be manufacturer/its national distributor/subsidiary or specific authorized dealer/partner of OEM- COMSOL (<https://www.comsol.com/>) to sell and support their products. Specific authorization from OEM-COMSOL, SWEDEN against this enquiry must be enclosed along with the offer. Letter of backend support from the OEM during the warranty period should be given by the manufacturer.
 9. Bidder should have adequate experience of handling COMSOL products and should have executed similar agreement with any IIT/NIT or renowned University in the previous years in India. Details of similar supply and support executed by the bidder in last three years in India should be provided.
 10. All order copies for supply and successful execution in IITs and NITs during last three years must be enclosed as a proof (Also specify Name and Address of the organization; Name, Designation, Telephone and e-mail id of the contact person).
 11. Bidder should not be banned by any Indian Govt. organization in any case in last three years (self- declaration to be submitted).
 12. Copy of Registration number of the bidder firm along with the GST No. and the PAN Number allotted by the concerned authorities should be provided.
 13. List of major customers for supply and execution of software licenses in Govt. organization are also to be provided.
 14. Proprietary certificate from the OEM should be enclosed with the technical bid quotation.
 15. Free upgrades and updates to be provided during warranty period. Original media/e-downloaded to be supplied on the first delivery and also at each major upgrades of the software during the warranty period.
 16. Any quoted module(s) should also include/covered by any of the prerequisite module required to the modules. Support documents brochure, technical documents should be enclosed with the quote.

17. Before placement of final order, eligible bidder has to demonstrate the successful deployment of required COMSOL Multiphysics[®] software Suite. This is to be done by the bidder on its own cost and will not be borne by IIT Kharagpur.

GENERAL TERMS & CONDITIONS

PLEASE SPECIFICALLY INDICATE THE FOLLOWING POINTS IN YOUR QUOTATIONS AND COMPLY THE TERMS AS MENTIONED HEREUNDER: -

1. TENDERS ARE INVITED COMPLYING THE REQUIREMENT FOR TENDER AS DETAILED IN THE TENDER SPECIFICATION TO BE SUBMITTED IN THE COMPANY'S / FIRM'S LETTERHEAD NEATLY PRINTED / TYPED DULY SIGNED BY AUTHORIZED PERSON WITH THE SEAL OF THE BIDDERS. ALL ENVELOPES CONTAINING THE TENDER SHOULD BE PROPERLY SEALED. SEPARATE ENVELOPES SHOULD BE USED FOR TECHNICAL AND PRICE BID AND INDICATION TO THEIR EFFECT MAY PLEASE BE SUPERSCRIBED ON THE ENVELOPE.

THE FOLLOWING DOCUMENTS ARE REQUIRED FROM THE INDIAN AGENTS OF FOREIGN FIRMS:

- 1.1 FOREIGN PRINCIPAL'S PROFORMA INVOICE INDICATING THE COMMISSION PAYABLE TO THE INDIAN AGENT AND NATURE OF AFTER SALES SERVICE TO BE RENDERED BY THE INDIAN AGENT.
- 1.2 COPY OF THE AGENCY AGREEMENT WITH THE FOREIGN PRINCIPAL INDICATING THE NATURE OF AFTER SALES SERVICES, PRECISE RELATIONSHIP BETWEEN THEM AND THEIR MUTUAL INTEREST IN THE BUSINESS.
2. TECHNICAL CATALOGUE/LEAFLET SHOULD BE ENCLOSED WITHOUT FAIL. PROVIDE COMPLIANCE STATEMENT WITH RESPECT TO THE TECHNICAL SPECIFICATIONS MENTIONED ABOVE.
3. PLEASE CONFIRM WHETHER YOU ARE AUTHORIZED TO QUOTE ON BEHALF OF YOUR PRINCIPALS AND IF SO, PLEASE ENCLOSE A COPY OF SUCH AUTHORISATION WITH YOUR QUOTATION.
4. **PRICE BIDS FOR FOREIGN FIRMS:** PRICES ARE TO BE QUOTED ON 'EX-WORKS' DULY PACKED OR ON "FCA/FOB" INTERNATIONAL PORT" BASIS AND ALSO INCLUDING AGENCY COMMISSION PAYABLE TO YOUR INDIAN AGENTS, IF ANY SHOWING CLEARLY THE FOLLOWING BREAK UP: -
 - I) EX-WORKS PRICE
 - II) PACKING & FORWARDING
 - III) FREIGHT
 - IV) ANY OTHER RELEVANT EXPENSES.
 - V) TAXES PAYABLE BY THE INSTITUTE

INSURANCE WILL BE PAID BY OUR INSTITUTE SEPARATELY AND SHOULD NOT FORM PART OF THE QUOTED PRICE.

PRICE BIDS FOR INDIAN FIRMS: PRICES ARE TO BE QUOTED ON F.O.R., IIT KHARAGPUR, ON DOOR DELIVERY BASIS CLEARLY SHOWING THE BREAK UP.

5. **PERIOD OF VALIDITY:** BIDS SHALL REMAIN VALID FOR ACCEPTANCE FOR A PERIOD OF 120 DAYS FROM THE DATE OF OPENING.
6. INDIAN AGENTS ADDRESS AND PERCENTAGE OF AGENCY COMMISSION INCLUDED IN ABOVE F.O.B./EX-WORKS PRICE. (THIS WILL BE PAID TO THE INDIAN AGENTS IN INDIAN RUPEES ONLY AND NOT IN FE). PLEASE ENCLOSE COPY OF AGENCY AGREEMENT ENTERED INTO WITH YOUR PRINCIPALS INDICATING THE NATURE OF AFTER SALES SERVICES OF INDIAN AGENTS, PRECISE RELATIONSHIP & MUTUAL INTEREST IN THE BUSINESS.
7. **MEASUREMENTS/WEIGHT:** NETT/GROSS OF THE CONSIGNMENT. IN CASE OF AN ORDER, YOU SHALL USE AIR WORTHY PACKAGE (AS APPLICABLE) DULY CERTIFIED WITH DOCUMENTS – PLYTO – SANITARY CERTIFICATE (AS PER QUARANTINE ORDER 2003).
8. **SCOPE OF SUPPLY:** SHOULD INCLUDE FREE INSTALLATION AND COMMISSIONING
9. **PAYMENT TERMS FOR FOREIGN FIRMS**

The offer will be made on a single currency and only one PO will be issued for the entire scope of the supply.

- A) 90% PAYMENT THROUGH SIGHT DRAFT/FOREIGN DEMAND DRAFT/LC (EXCEPTIONAL CASES)/SWIFT TELE TRANSFER AFTER RECEIPT OF STORE IN GOOD ORDER AND CONDITION AND 10% AFTER SUCCESSFUL INSTALLATION & COMMISSIONING.
- B) BANK CHARGES ON LC/SD (WITHIN INDIA APPLICANT ACCOUNT AND OUTSIDE INDIA TO BENEFICIARY ACCOUNT).

PAYMENT TERMS FOR INDIAN FIRMS

A) 100% PAYMENT THROUGH CROSSED ACCOUNT PAYEE CHEQUE / ELECTRONIC TRANSFER AFTER RECEIPT OF STORE IN GOOD ORDER & CONDITION AND SUCCESSFUL INSTALLATION & COMMISSIONING.

B) ENSURE MENTIONING

- i) BANK DETAILS OF THE BENEFICIARY, GST NO. AND PAN NUMBER
- ii) FULL NAME AND ADDRESS OF THE BENEFICIARY ON WHOM ORDER HAS TO BE PLACED

10. WHETHER ANY EXPORT LICENCE IS REQUIRED FROM YOUR GOVERNMENT, IF SO, PLEASE CONFIRM WITH DETAILS.
11. COUNTRY OF ORIGIN OF THE GOODS IS TO BE MENTIONED.
12. THE INSTITUTE SHALL PROVIDE THE CONCESSIONAL CUSTOMS DUTY AND EXCISE DUTY EXEMPTION CERTIFICATE AS PER GOVT. NOTIFICATION NO. 51/96 CUSTOMS

DATED: 23.07.1996 AND CENTRAL EXCISE DUTY EXCEMPTION IN TERMS OF GOVT. NOTOFICATION NO. 10/97 – CENTRAL EXCISE DATED: 01.03.1997 AS AMENDED FROM TIME TO TIME.

13. **LIQUIDATED DAMAGES:** THE STORES SHOULD BE DELIVERED / DISPATCHED TO DESTINATION AND READY FOR OPERATION NOT LATER THAN THE DELIVERY DATE SPECIFIED. IT THE SUPPLIER FAILS TO DELIVER ANY OR ALL THE STORES OR PERFORM THE SERVICE BY THE SPECIFIED DATE, LIQUIDATED DAMAGES AT 1% PER MONTH OR PART THEREOF IN RESPECT OF THE VALUE OF STORES WILL BE DEDUCTED FROM THE CONTRACT PRICE SUBJECT TO A MAXIMUM OF 5%. ALTERNATIVELY, THE ORDER WILL BE CANCELLED AND THE UNDELIVERED STORES PURCHASED FROM ELSEWHERE AT THE RISK AND EXPENSE OF SUPPLIER.
14. **PATENT RIGHTS:** THE SUPPLIER SHALL INDEMNIFY THE PURCHASE AGAINST ALL THIRD PARTY CLAIMS OF INFRINGEMENT OF PATENT, TRADEMARK OR INDUSTRIAL DESIGN RIGHTS ARISING FROM USE OF THE GOODS OR ANY PART THEREOF IN INDIA.
15. ONLY THOSE BIDDERS WHO'S BIDS HAVE BEEN TECHNICALLY FOUND ACCEPTABLE WILL ONLY BE INVITED FOR PARTICIPATION IN THE PRICE BID.
16. THOSE BIDDERS WHO DO NOT RECEIVE ANY COMMUNICATION FOR PARTICIPATION IN PRICE BID OPENING MEETING MAY PRESUME THAT THEIR BID HAS NOT BEEN ACCEPTED BY THE INSTITUTE.
17. CONDITIONAL OFFER WILL NOT BE ACCEPTED.
18. LATE TENDERS i.e. TENDER RECEIVED AFTER THE DUE DATE AND TIME OF SUBMISSION AS MENTIONED ABOVE SHALL NOT BE ACCEPTED.
19. BIDDERS TO ENCLOSE THE FOLLOWING DOCUMENTS: -
 - A) INCOME TAX RETURN (3 YRS) AND LATEST SALES TAX RETURN (GST No.), AND PAN NO.
 - B) BANKER'S SOLVENCY CERTIFICATE
 - C) SUMMARY OF AUDITED STATEMENT OF ACCOUNTS FOR THE LAST THREE YEARS TO BE ENCLOSED AND FINANCIAL HIGHLIGHTS AND THE KEY PERFORMANCE DURING THE LAST THREE QUARTERS TO BE ENCLOSED AS PER FORMAT: -

COMPANY'S KEY PERFORMANCE

DESCRIPTION	JAN. TO MARCH	APRIL TO JUNE	JULY TO SEPT.
GROSS REVENUE			
PROFIT BEFORE TAX			
PROFIT AFTER TAX			
RETURN ON INVESTED			
CAPITAL (ROIC)			

D) CUSTOMER SATISFACTION CERTIFICATE FROM ONE SUCH ORGANIZATION IS TO BE ATTACHED WITH THE TECHNICAL BID AND PRICE BID.

E) NAME AND ADDRESS OF MINIMUM THREE CLIENTS TO WHOM SUCH EQUIPMENT HAVE BEEN SUPPLIED SHOULD BE MENTIONED.

20. **WARRANTY/ GUARANTEE:** THIS COMPREHENSIVE WARRANTY/ GUARANTEE SHALL REMAIN VALID FOR **12 MONTHS** AFTER THE GOODS (OR ANY PORTION THEREOF AS THE CASE MAY BE) HAVE BEEN DELIVERED AND COMMISSIONED TO THE FINAL DESTINATION.

21. THE INSTITUTE DOES NOT BIND ITSELF TO OFFER ANY EXPLANATION TO THOSE BIDDERS WHO'S TECHNICAL BID HAS NOT BEEN FOUND ACCEPTABLE BY THE EVALUATION COMMITTEE OF THE INSTITUTE.

22. ALL TENDERS (UNLESS OTHERWISE SPECIFIED) ARE TO BE SUBMITTED / HANDED OVER TO

**OFFICE OF PROFESSOR-IN-CHARGE,
DHI CENTRE OF EXCELLENCE ON ADVANCED MANUFACTURING TECHNOLOGY,
(INSIDE STEEL TECHNOLOGY CENTRE),
INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR, 721 302, WEST BENGAL, INDIA**

AND ACKNOWLEDGEMENT TO BE OBTAINED.

IMPORTANT

1. IIT Kharagpur authority may accept or reject any or all the bids in part or in full without assigning any reason and does not bind itself to accept the lowest bid. The Institute at its discretion may change the quantity/ upgrade the criteria/ drop any item or part thereof at any time before placing the Purchase Order.
2. Promptly make arrangements for repair and/ or replacement of any damaged item (s) irrespective of settlement of claim.
3. In case of any dispute, the decision of the Institute authority shall be final and binding on the bidders.
4. For any query pertaining to this bid document correspondence may be addressed to
Professor-in-Charge,
DHI Centre of Excellence on Advanced Manufacturing Technology,
(Inside Steel Technology Centre),
Indian Institute of Technology Kharagpur 721 302,
West Bengal, India
E-mail: coeamt@iitkgp.ac.in coeamt@gmail.com

LAST DATE FOR SUBMISSION OF SEALED BIDS: 28.05.2018 at 17:00 Hrs (Indian time)

- 1) Please Note that the Institute remains closed during Saturdays & Sundays and all specified government holidays.
 - 2) Fax, e-mail Tender will not be accepted.
 - 3) The General Terms and Conditions as stated above relate to supply of stores/ equipment/ assets etc. and for specific service other terms and conditions of the Institute will apply.
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