Sub: Procurement of Underwater Acoustic Modem

Indian Institute of Technology, Kharagpur, an Institute of National Importance invites sealed bids from reputed manufacturer or their authorised Distributor/Dealer (foreign firms or their Indian Representative company) who have adequate credential for supply/installation of Underwater Acoustic Modem as per Annexure – I for the School of Information Technology, Indian Institute of Technology, Kharagpur, India. Underwater Acoustic Modem is required for dedicated use in relevant UG and PG laboratory courses and research purposes.

Interested parties may submit their sealed bids under Two-Bids system as per Technical Specifications given at Annexure I, and General Terms & Conditions and Special instructions given at Annexure II and Annexure III. Bidders are required to submit their Details in the format given at Annexure IV along with their technical bids. They are also required to submit a signed Declaration in format given at Annexure V. A Checklist and Compliance statement against each item of Annexure I-III thereon severally and individually shall also be submitted. Kindly refer to the Institute website www.iitkgp.ac.in for complete tender details.

The tender be sent in a sealed packet, containing two separate sealed envelopes (one each for Technical Bid and Price Bid) along with prescribed tender fee and Earnest Money Deposit (EMD) duly superscripted with Tender Notice No IIT/KGP/S&P/SIT/Underwater Acoustic Modem/ 2015-16 Date: 11-04-2015, to the Office of the School of Information Technology, Indian Institute of Technology Kharagpur, P.O. Kharagpur Technology, PIN 721302, West Bengal, India on or before 21-06-2015 by 5.00 pm.

For any query pertaining to this bid document, communication be address to Dr. Sudip Misra, School of Information Technology, Indian Institute of Technology Kharagpur-721302 [Ph: +91-3222-282338].

The technical bid will be evaluated first and price bids will be opened in respect of those OEMs/Vendors, who are found technically qualified after evaluation of Technical bids.

The Technical bids will be opened on 22.06.2015 at 04.00 pm in Office of School of Information Technology, Indian Institute of Technology Kharagpur-721302.

Head, School of Information Technology
IIT, Kharagpur

Copy to: 1. Institute website,
   2. Notice Board
   3. Indian Embassies, SA/UK/Germany/France/Austria/Belgium/Netherlands
ANNEXURE – I

Specification of items

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description of Items</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Underwater Acoustic Modem</strong></td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>Operating Range</td>
<td></td>
</tr>
<tr>
<td></td>
<td>25 meters minimum</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Frequency Band</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Suitable for communication in underwater medium</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Transducer Beam Pattern</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Omnidirectional</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Acoustic Connection</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Minimum 10 kbit/s</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Internal Data Buffer</td>
<td></td>
</tr>
<tr>
<td></td>
<td>500 KB minimum, configurable</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Host Interface</td>
<td></td>
</tr>
<tr>
<td></td>
<td>RS-232 (RS-485/422 optional)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Compatibility</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Should be compatible with general purpose micro-controller boards</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Operational medium</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Underwater (with proper waterproof casing)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Documentation/Manual</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Adequate documentation/manual for interfacing and configuration with microcontroller</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Warranty</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 year</td>
<td></td>
</tr>
</tbody>
</table>

Terms and Conditions:

1. Firm has to guarantee support for the system and spares for a minimum period of 1 year. AMC of up to 3 years may be quoted separately.

2. Firm must have proven knowledge and expertise in standard system installation, commissioning and providing training. Supporting documents evidencing the above must be enclosed.

3. Compliance of all listed specifications terms and conditions should be indicated on a separate sheet.

4. Maintenance and service requests must be attained within 7 working days.
GENERAL TERMS AND CONDITIONS

(1) **Last Date of Submission of Sealed Bids (both technical and price bids, separately):** 21-06-2015 up to 5 pm.

The Technical bids will be opened on 22.06.2015 at 04.00 pm in the Office of the School of Information Technology, I.I.T. Kharagpur, India.

(2) **Those who already submitted their quotation against the previous enquiry, and their previous quotation remains valid until July 15, 2015, need not submit a fresh quotation again.**

(3) **Payment Terms & Performance Guarantee:** 90% payment will be made on submission of shipping documents and balance 10% payment will be made on installation, commissioning and submission of PBG for performance period if the payment is made by LC, otherwise after receipt of stores by any other payment mode. The security deposit so retained may be refunded on submission of Bank Guarantee towards Performance Guarantee valid for 1 year throughout warranty period plus sixty days drawn on any commercial bank.

No advance/mobilization support, is payable against supply of stores.

In the event of failure to deliver the stores beyond the specified date, liquidated damages @ 1% per month or part thereof in respect of the value of stores will be deducted, subject to a maximum of 5%; alternately the order will be cancelled and the undelivered stores purchased from elsewhere at the risk and expense of the vendor.

(4) **Warranty/Guarantee & On-site skill support:** Minimum one year onsite comprehensive OEM warranty from the date of successful installation and commissioning. The firm has to guarantee supply of spares for a minimum period of 3 years. The OEMs/Authorized Distributors and Dealers must attach certificate about their after sales and service facilities, escalation support for on-call service or station engineer etc. AMC for 1 to 3 years to be quoted separately.

(5) **Delivery of Stores:** The store items be supplied within 30 days from the date of receipt of the Purchase Order or from opening of LC whichever is later.

(6) **Tender Fee:** An amount of **INR 1,000** (Rupees one thousand only) as tender fee (non-refundable) is to be paid. The payment shall be made by Demand Draft from any Nationalized Bank /Commercial Bank and paid in favour of “Indian Institute of Technology Kharagpur”, payable at Kharagpur. **Bids without Tender Fee will not be accepted. This should be enclosed separately in an envelope and stapled with the Technical Bid document superscribing Tender fee.**
Earnest Money Deposit (EMD): An amount of INR 10000/- in the form of Demand Draft drawn in favour of “Indian Institute of Technology Kharagpur”, payable at Kharagpur or Fixed Deposit Receipt or Banker’s Cheque to be obtained from the Bidders. E.M.D. should be enclosed separately in an envelope and stapled with the Technical Bid document superscribing EMD. The bid security (EMD) is normally to remain valid for a period of 45 days beyond the final bid validity period. Any bid without EMD will summarily be rejected. No interest is payable on EMD. EMD will be refunded to the unsuccessful bidder on finalization of the tender process. The EMD of vendor awarded with the contract to be treated as part of security deposit towards Performance Guarantee and will be refunded back on submission of performance security. No interest is payable on Security Deposit. Security Deposit shall be forfeited if the selected vendor after award of contract fails to execute the same.

Price: Domestic tenders are to quote and accept their payment in Indian currency. Indian agents of foreign suppliers are to receive their agency commission in Indian currency. Cost of imported goods, which are directly imported against the contract, may quote in foreign currency (currencies) and will be accordingly in that currency and the portion of the allied work and services, which are to be undertaken in India (like installation & commissioning of equipment) are to be quoted and will be paid in Indian currency. The price shall be quoted with cost break-up indicating the applicable prices for each component (custom duty, import duty, landing and clearing charges and commission to Indian agents). Excise Duty Exemption/Custom Duty Exemption Certificate and Inter-state transit Way Bill (Form-50) will be issued only in favour of the bidder and address as mentioned in the Purchase Order.

Bid: Technical Bid and Price Bid should be submitted in two separate sealed envelope quoting reference number on the top of the envelope. Tender Fee and EMD should be enclosed with the Technical Bid documents, in separate sealed envelopes, stapled with the packet containing Technical Bid documents. The OEMs may either bid directly or Country/Regional/State Distributors /Dealers/Vendors, to quote authorized with valid authorization certificate, capability to sale and service of the products.

Acceptance of Tender: The Authority of IIT Kharagpur does not bind itself to accept the lowest priced bid and reserves the right to reject any or the entire tender bids received without assigning any reason thereof.

Extra Features: If the bidder provides any other extra features on the Hardware or Software which are not mentioned in the tender product specifications, then that shall be highlighted in clear terms, with documentary evidence/literature.

Compliance List: The proposal be properly indexed and a compliance list against the technical specifications should be provided.

Service: Response to ensure quality of services, the deputed Engineer from the OEM/Vendor shall have a minimum of 3 years of experience in the relevant field and must be in the payroll of the OEM/Vendor.

Installation and Commissioning: Free of cost at IIT, Kharagpur. The OEM must ensure timely installation of Underwater Acoustic Modem with necessary
support to the indenters, as per details and lists to be made available by the Stores & Purchase Section or the indenting Departments/Centres/Schools.

(15) **Validity of licenses**: Software’s licensing price or policy (if any) shall be clearly mentioned.

(a) All licenses should be perpetual  
(b) All the accessories shall be from the same OEM

(16) The OEM should be an ISO-9000 and ISO-14001 certified company with due credits to energy conservation and green earth compliance.

(17) **Relevant documents of the OEM shall be enclosed, along with the Technical Bid.** Any explanation on this account shall be supported with documentary evidence from the principals.

(18) **Conditional Offer** will not be accepted.

(19) **Period of Validity**: Bids shall remain valid for acceptance for a period of 120 days from the date of opening of the price bid.

(20) The benefit of any downward price revision (revision on account of budget/financial policy, tax revision, EPZ etc.) is to be given to IIT Kharagpur by the selected OEM/vendor.

(21) **Past Performance of the Vendors will be judged at the time of Technical Evaluation.**

(22) **The Institute does not bind** itself to offer any explanation to those bidders whose technical bids have not been found acceptable by the Technical Evaluation Committee of the Institute.

(23) **Bidders should** enclose the following documents:

(i) Certificate of Registration / Trade License  
(ii) Enlistment form (R1), complete in all respect  
(iii) Attested copy of PAN card, Service Tax, CST/VAT registration papers  
(iv) Banker’s Solvency Certificate  
(v) Audited statement of accounts and IT returns for the last three years  
(vi) Authorized Distributors/Vendors must submit appropriate authorization certificate and letter from their OEMs, for participation in the said tender.  
(vii) Name and address of past satisfactory supplies or minimum three clients to whom such items/stores have been supplied should be mentioned in the technical bid.  
(viii) Copy of mandatory test reports, national testing/reliability and endurance test reports etc., certified or conducted at the manufacturing site, granted by the bureaus/quality control departments/national testing laboratories.  
(ix) Copy of product literature, for which the prices have been quoted.  
(x) A write up on service and maintenance capability, mitigation of risks or breakdown and replacement capability, with the escalation support matrix suggested for the Institute. Vendors must indicate their sales and support service centre in India.
and their plan to address issues about services, maintaining minimum service inventory etc.

(xii) Signed copy of the tender document, with company seal, agreeing to the terms & conditions and declaration should be provided.

(xii) DGS&D enlistment certificate needs to be attached (applicable only for Indian Agents)

(24) All tenders are to be handed over in a sealed box in the office of the School of Information Technology, IIT Kharagpur. The bids (technical and price bids) once submitted shall be the property of the Institute and shall not be returned to the vendor in future.

(25) The person/officer signing the tender/bid documents should be delegated with an appropriate Power of Attorney (duly endorsed by a Notary Public) by the Chief Executive Office/Managing Director of the Company to sign such documents.

(26) Opening of Price Bids: The Price Bid(s) of only those vendor(s) who are found technically qualified will be opened and the same will be opened before the technically qualified vendor(s). The Price bids will be opened on 23.06.2015 at 10.00 am in the Office of the School of Information Technology, I.I.T. Kharagpur, India.

(27) Tenderer or his/her authorized representative (with proper authorization letter for attending opening of technical bids and also for opening of price bids) may choose to be present at the time of opening of Technical Bids/Price Bids.

(28) IMPORTANT

1. Director may accept or reject any or all the bids in part or in full without assigning any reason and does not bind himself 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. A bid submitted with false information will not only be rejected but also the OEM/vendor will be debarred from participation in future tendering process.

3. The OEMs/Vendors need to submit a certificate during opening of technical bids that they are not currently debarred or blacklisted in IIT Kharagpur for any supplies, products or services, or at present in any national organization or educational institute/ university.

4. In case of any dispute, the decision of the Director of this Institute shall be final and binding on the bidders.

5. For any query pertaining to this bid document, correspondence be addressed to: Dr. Sudip Misra
School of Information Technology,
Indian Institute of Technology Kharagpur- 721302,
West Bengal, India
[Ph: +91-3222-282338, Fax:03222-255303]

6. In case the due date for opening tender happens to be a holiday, the same will be opened on the next working day. The timings will however remain unchanged. Please Note that the Institute remains closed on Saturday & Sunday.
Instructions & Special Conditions
(To be returned by Tenderer along with the Tender duly signed)

1. GENERAL: Tenderer(s), who are Indian Agents of OEMs should furnish a clear declaration as follows: We declare that I am/we are Accredited Agents of the suppliers aboard. DGS&D enlistment certificate needs to be attached (applicable only for the Indian Agents)

2. DEVIATION FROM SPECIFICATIONS:

It is in the interest of the tenderer to study the specifications in the tender schedule thoroughly before quoting so that, if the tenderer makes any deviations, the same are prominently brought out in the body of the tender. If you need to add any optional items to your system in order to meet our specifications, you are requested to quote for the total including the option required to suit our requirements. Otherwise, your tender will not be considered at all.

3. PRICE:

For imported items both F.C.A./F.O.B. & C.I.F. Kolkata price by Air/Sea to be quoted. The price should be without Customs Duty and Excise Duty since IIT Kharagpur is exempted from the payment of Customs & Excise Duties. The Institute, if required will provide certificates for Import Items: The order acknowledgement should be issued by Fax within 3 days, and the item should be airtlifted/boarded in sea within 30 days from the date of receipt of the Letter of Credit/copy of DD, as the case may be.

(i) Agency Commission, if any will be paid to the Indian agents in Rupees on receipt of the equipment and after satisfactory installation. Agency Commission will not be paid in foreign currency under any circumstances.

(ii) The unit prices should be for the same unit as indicated in the Schedule to tender enquiry and not for any other unit.

(iii) Prices quoted should be for supply, installation and commissioning at I.I.T. Kharagpur.

(iv) Discount, if any, should be indicated separately / prominently.

(v) Offers should normally be on fixed and firm price basis. Any clause making price variation will not be acceptable.

(vi) Where tenderer intends to quote in Indian Rupees, for imported items, the price should be quoted “FOR Destination” basis. Offer should be on “High Sea Sales” basis. No sale tax can be charged. Customs Duty applicable against Declaration in Terms of Government of India Notification No.51/96-Customs dated 23.07.96 will be paid. Vendor will arrange payment of customs duty during clearance and the same will be reimbursed at actual against proper documents. Way Bill will be issued on request. Seller has to undertake the responsibilities of customs clearance. All necessary supporting documents will be provided by the IIT
Kharagpur. An agreement can be made in this regard, if the seller wishes, before customs clearance.

4. TRANSIT INSURANCE:
The Purchaser will not pay separately for Transit Insurance.

5. PAYMENT:
(i) Payment for indigenous items and also imported items quoted in Indian Rupees will be made only after completion of supply, installation and commissioning of the Systems to the entire satisfaction of the Purchaser. No Advance Payment will be made for Indigenous Purchase.
(ii) Where items are imported and the payment is desired to be made to their foreign Principals directly, the same will be made against Irrevocable Letter of Credit on submission of shipping documents or by any other mode of payment (i.e. Demand Draft/Sight Draft/Wire Transfer) after receipt of stores.

6. TENDERERS SHALL SUBMIT ALONG WITH THEIR TENDER:
(i) Complete address and tele links for contact persons of principals and Indian agent offices dealing with this purchase.
(ii) Name and full address of the OEM's Banker and their swift code.
(iii) Proof of having ISO 9001 or other equivalent certification given by appropriate authorities.
(iv) If payment is made through LC, then LC opening charges inside and outside India, who will have to bear to be clearly mentioned
(v) Country of origin is to be provided for each item.

7. EARNEST MONEY DEPOSIT: tenderer must submit an EMD of INR 10000/- (Rupees Ten thousands only (REFUNDABLE) IN THE FORM OF BANK DRAFT/BANER'S CHEQUE IN FAVOUR OF “INDIAN INSTITUTE OF TECHNOLOGY, KHARAGPUR”. It should be placed in the cover containing of Technical Bid.

8. TENDER FEE: TENDER FEE OF TOTAL INR 1000/- (Rupees one thousand only) [NON- REFUNDABLE] IN THE FORM OF BANK DRAFT MUST ACCOMPANY THE TENDER. It should be placed in the cover containing the Technical Bid.

9. PERFORMANCE BANK GUARANTEE:

On behalf of the Principal, Indian Agent must be able to provide Performance Bank Guarantee of the amount equivalent to the 10% of the cost of equipment from any Nationalized Bank. The Performance Bank Guarantee is required for the entire period of Warranty. Performance Bank Guarantee must remain valid for a period sixty days beyond the expiry of the Warranty Period. Bid security will be refunded back on submission of performance Security.

10. GUARANTEE:
The tenderer has to declare that the goods sold to the buyer under this contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications.

11. JURISDICTION:
All questions, disputes, or differences arising under, out of or in connection with the contract, if concluded, shall be subject to the exclusive jurisdiction at the place from which the acceptance of Tender is issued i.e. Jurisdiction of KOLKATA HIGH COURT. Acceptance to this effect is also necessary at the time of opening of Technical Bid.

12. ACKNOWLEDGMENT:
It is hereby acknowledged that we have gone through all the points listed under “Instructions & Special Conditions” outlined above, and those in the accompanying note on “Important Conditions”, and we agree to abide by them under the penalty of permanent disqualification for Tender participation and for related penal actions for non-abidance of the conditions.

13. Interested vendors must be able to supply adequate spares and consumable during one year warranty. Vendor should also ensure trouble free service and performance for another one years beyond one year Comprehensive Warranty Period with adequate spares and accessories.

SIGNATURE OF TENDERER ALONG WITH SEAL OF THE COMPANY WITH DATE

NOTE: ONE AGENT CANNOT REPRESENT TWO SUPPLIERS OR QUOTE ON THEIR BEHALF AT ONE TIME.

In case of import all the particulars required for opening Letter of Credit (L/C) should be furnished in clear terms. After opening of L/C, based on our tender, no more requests for amendment of L/C will be entertained. Total price including supply, installation and commissioning at I.I.T., Kharagpur, should be quoted. The cost of items that may be supplied from indigenous resources and also installation part if installation is done by Indian Agents should be stated in Indian Rupees.

1. In case of Import, bidders are requested to quote FCA/FOB price mentioning Freight & Insurance charges separately. Ex-Works pricing may be considered.
2. Warranty should be valid for one year for all items including third party items.
3. Quotations should be submitted in Separate Sealed Cover (with Sealing Wax). The quotation should be in typed format. No manual entries are allowed and any manual entry will entail rejection at the opening stage itself.
4. Before submitting vendor should ensure that they have submitted the following in the technical bid, the documents as mentioned hereunder: Technical Literature, Specification documents, Point-by-point Compliance Statement, General Terms & Conditions, Acceptance of Kolkata High Court Jurisdiction, Name and address of 5 organizations of which 1 must be in India where the OEM has installed 1 such equipment in the last 2 years and a copy of Price bid with prices masked.
The Commercial bid shall have all the commercial documents, agreements and Price bid. Prices should be given component wise to enable the Institute to decide the final configuration.
ANNEXURE – IV

TECHNICAL BID DOCUMENT

FORMAT TO BE FILLED BY THE MANUFACTURERS/ INDIAN AGENTS (ON BEHALF OF THEIR FOREIGN PRINCIPLES) OR THEIR AUTHORIZED COUNTRY DISTRIBUTORS/ REPRESENTING DEALERS/ REGIONAL AGENCIES, SUBMITTING TENDER FOR SUPPLY OF UNDERWATER ACOUSTIC MODEM FOR IIT KARAGPUR (SCHOOL OF INFORMATION TECHNOLOGY)

1. Name of the Tenderer:

2. Status of the Tenderer: (attach documents, if registered company/partnership/proprietyship)

3. Whether OEM/representing foreign principle: (attach copy of certificate/authorization)

4. Details of key top official/authorized official: (attach details)

5. Details of tie-ups for supply/services, if any: (Attach details, agreements, escalation matrix)

6. Income Tax and Service Tax returns of previous three assessment year (copy):

7. Financial status of bidder and/or his associates including Annual Report & Balance Sheet/ Statement of Account of past three years with Registration of Companies (ROC) receipts duly authenticated by Chartered Accountant:

8. Current list/address of clients where similar material has been supplied and successfully working:

9. Name of the vendor’s three largest clients, to whom similar products and services were extended & amount of transaction/annual bills to such clients:

10. Name and address of Vendor’s bankers and attach a Solvency Certificate from the Bank


12. Details of EMD/Bank Draft No., issuing branch and date:

Certified that all above information are correct to the best of my/our information, knowledge and belief.

____________________________________________Dated
signature & seal of the Authorized person of OEM/Vendor

NOTE: This is to be submitted in a separate sealed envelope super scribing “TECHNICAL BID”, Notice inviting Tender No. IIT/KGP/S&P/SIT/Underwater Acoustic Modem/ 2015-16 and name of the bidder. All technical documents like literature, catalogues etc., are to be put in the same envelope. Price bid of that company/firm only will be opened which do technically qualify, for further consideration. Attach all relevant documents in the same serial order as above, properly indexed, duly signed and sealed.
DECLARATION

1. I, __________________________________________-Son /Daughter of Shri ________________
__________________________________________ Proprietor/Partner/CEO/MD/Director/
Authorized Signatory of M/s. __________________________________________ am competent
to sign this declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender
and hereby convey my acceptance of the same.
3. The information/ documents furnished along with the above application are true
and authentic to the best of my knowledge and belief.
4. I/we am/are well aware of the fact that furnishing of any false information/
fabricated document would lead to rejection of my tender at any stage besides
liabilities towards prosecution under appropriate law.
5. Each page of the tender document and papers submitted by my Company is
authenticated, sealed and signed, and I take full responsibility for the entire
documents submitted.

------------------------------------------------- Signature of the Authorized Person
Date: -------------------- Full Name: ------------------------
Place: --------------------- Company Seal: ---------------