



**INDIAN INSTITUTE OF TECHNOLOGY
KHARAGPUR-721302,INDIA**

INVITATION FOR TENDER FOR SUPPLY OF EQUIPMENT

Sealed tender offers are invited in two separate sealed covers (Technical and Commercial offers) from eligible Indian manufacturers/suppliers or foreign manufacturers through their direct Indian agents for the supply of **Silicon-On-Insulator (SOI) substrates for Photonic Applications**. Interested vendors, who have adequate credential for supply of the stores, are requested to send their sealed bids under a **Two-Bid System of Silicon-On-Insulator (SOI) substrates for Photonic applications** and their **Detailed Technical Specifications** given at **Annexure-I**, General Terms & Conditions given at **Annexure-II**, Instruction & Special Conditions given at **Annexure-III**. In addition, the vendor must submit a signed “declaration” form/format as given in **Annexure-IV and Annexure-V**. The Tender be sent in a sealed packet, containing two separate sealed envelopes for each of the items mentioned in **Annexure-I (one for Technical Bid and the other for Commercial Bid)**. Each envelop should be duly superscripted with (i) the Tender Notice No. given in the table below (ii) content of the envelope (i.e. Technical Bid / Commercial Bid) and (iii) the ‘description of the stores’ as given in Annexure-I to:

The Head

**Advanced Technology Development Centre
Indian Institute of Technology, Kharagpur,
Kharagpur-721302, West Bengal**

Earnest money of Rs. 10,000/- (Ten Thousand Rupees) is to be deposited in the form of Account payee Demand Draft in favour 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. Tenders should reach the addressee not later than the “Last date and Time” mentioned in the Table below.

Tender Notice No.	IIT/ATDC/EQ/PG/SOI/2018-19 Dt. 17th December, 2018
Tender Fee	Rs. 1000/-
Last date and Time of receipt of Tender	14th January 2019, 4.00 PM
Time and date of Opening of bids	14th January 2019, 4.30 PM
Place of Opening of Tender	Advanced Technology Development Centre, IIT Kharagpur, Kharagpur-
Address of communication	As stated above
Contact Telephone No.	+91-3222-282227

The Technical bids will be opened in the presence of the vendors/their authorized representatives and will be evaluated first. Price bids will be opened, only of those firms, who will be found technically qualified/short listed, after evaluation of their technical bids. The Institute reserves the right to accept or reject the bids/tender or take any decision as deemed fit.

Head of the Centre
Advanced Technology Development Centre

Copy to:

- 1.PIC, IIC –with a request to upload the tender document in the Institute website
2. Notice Board

Annexure -I

Technical Specifications of Silicon-On-Insulator (SOI) substrate for Photonic Applications.

A. Top Device Layer

1. Material: Si (undoped or low B/P doped)
2. Orientation: <100>
3. Diameter: 150mm
4. Resistivity: 10-20 ohm-cm
5. Thickness: 220nm or 250nm or in between.
6. Top surface should be polished to a high degree and marked properly.

B. Oxide Layer

1. Material: SiO₂
2. Thickness: 3-5 μm

C. Bottom Silicon Layer

1. Material: Si crystal of <100> orientation.
2. Diameter:150mm

D. Quantity: 5 (five) Nos.

GENERAL TERMS AND CONDITIONS

1. **Bid:** The tender be sent in a **sealed packet, containing two separate sealed envelopes (one each for Technical Bid and Commercial Bid)** the items mentioned in **Annexure-I**. Each Technical Bid and Commercial Bid should be duly superscripted with (i) **the Tender Notice No.** given in the tender notice (ii) content of the envelope (**i.e. Technical Bid / Commercial Bid**) and (iii) the **'description'** as given in Annexure-I. Technical Bid should have a copy of the **price bid with prices masked. In Price Bid, the price of the items mentioned as an option should be provided individually.** All these envelopes must be placed inside a **single sealed envelope** quoting reference number on the top of the envelope and sent to the address mentioned in the tender notice so as to reach the addressee by **the last date and time** mentioned. Quotations received after the last date and time will not be entertained.

2. The Original Equipment Manufacturer (OEM) may either bid directly or authorize their Country/Regional/State Distributors /Dealers/Vendors, to quote with **bid authorization certificate**, (to be included with **the technical bid**).

3. The bidder should provide along with each technical bid:

- (i) Technical brochure / application notes
- (ii) Point by Point Compliance Statement.
- (iii) Name and Status of the Tenderer (attach document if registered company/proprietorship/partner.
- (iv) Details of key top official/authorized official (attach details)
- (v) Whether OEM/representing foreign principal (attach copy of certificate/authorization)

4. **Deviation** from specification: If the tenderer makes any deviation from the specification given in Annexure-I the same must be prominently brought out in the body of the tender. If any additional item is needed to meet the specification the tenderer should quote for the total including the additional item required to meet the given specification.

5. Each Commercial Bid should have all the commercial documents, agreements and Price Bid.

6. Bidders are to enclose the following documents:

- (i) Current Income Tax and Sales Tax clearance Certificates and PAN No (attach copy).
- (ii) Banker's Solvency Certificate.
- (iii) Summary of Audited statement of Accounts for the last three years to be enclosed.

7. Price:

- (i) Domestic tenders are to quote and accept their payment in Indian currency.
- (ii) Indian agents of foreign suppliers are to receive their agency commission in Indian currency.
- (iii) Cost of imported goods, which are directly imported against the contract, may be quoted in foreign currency (currencies) and will be paid 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.
- (iv) **For imported items both F.O.B. & C.I. F. Kolkata price by air are to be quoted.**

(v) The price of imported items shall be quoted with cost break-up indicating the applicable prices for each component (landing and clearing charges and commission to Indian agents).

(vi) The price should be without Customs Duty and Excise duty. Since IIT Kharagpur is exempted from the payment of Customs and Excise Duties.

(vii) 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.

(viii) The purchaser will not pay separately for Transit Insurance.

(ix) Price should be quoted for supply, installation and commissioning at IIT Kharagpur.

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

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

(xii) **Period of Validity:** Bids shall remain valid for acceptance for a period of **90 days** from the date of opening of the price bid

(9) Conditional offer will not be accepted.

(10) **Late Tenders:-** Tender received after the due date and time of submission as mentioned below shall not be accepted.

(11) Indian Agents of Bidders or Indian Agents who are bidding on behalf of their principals are to enclose the following documents:

(a) Current Sales Tax clearance certificates 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	April to June	July to Sept.	Oct. to Dec.
Gross Revenue			
Profit Before Tax			
Profit After Tax			
Return on Invested Capital (ROIC)			

(12) All Tenders (unless otherwise specified) are to be submitted/handed over to office of *The Head, Advanced Technology Development Centre, IIT Kharagpur-721302* and acknowledgement to be obtained.

(13) The person attending the bid opening session should be delegated with appropriate Power of Attorney (duly endorsed by a Notary Public) by the Chief Executive Officer of the Company to sign such documents. Only two persons on behalf of each Company will be allowed to participate/attend the Bid opening session.

14. Late Tenders: Tenders received after the due date and time will not be accepted.

15. Bid once submitted shall be the property of IIT Kharagpur and shall not be returned to the vendor at any time.

16. A bid submitted with false information will not only be rejected but the vendor may also be debarred from participation in future tender process.

17. Canvassing in any form will not only lead to rejection of the bid but the vendor may also be debarred from participation in future tender process.

18. Opening of quotation: Every quotation will be opened in Advanced Technology Development Centre, IIT, Kharagpur at the time and on the date indicated on the tender form. A firm may send its accredited representative(s) to witness the opening if it so desires. The person(s) attending the bid opening session should be delegated with appropriate Power of Attorney (duly endorsed by a Notary Public) by the Chief Executive Officer of the Company to sign such document. At most two persons on behalf of each company will be allowed to participate/attend the bid opening session.

19. The Institute does not bind itself to offer any explanation to those bidders whose technical bids have not been found acceptable.

20. 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 date for opening of price bids will be **on same day or notified separately**.

21. 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.

22. The order acknowledgement should be issued within three days after receipt of the official purchase order.

23. **Delivery of Stores:** The store items be supplied within 45 days from the date of receipt of the Purchase Order. Imported items should be air lifted within 30 days from the date of receipt of the Letter of Credit copy.

24. **Measurement/Weight:** Net/Gross of the Consignment is to be specified. Use Air Worthy package (as applicable) duly certified with documents.

25.a) **Consignee:** All stores are required to be consigned to the **Head, Advanced Technology Development Centre, Indian Institute of Technology Kharagpur, West Bengal, Pin-721302**.

b) **Disposal of Despatch Documents:** The railway receipt/PWB/Consignment Note along with the quadruplicate copy of the relevant bill and two copies of the priced challan should be dispatched to the Head, Advanced Technology Development Centre, IIT, Kharagpur immediately on completion of dispatch. If these documents do not reach the Head of the Centre in time all wharfage/demurrage incurred, if any, will be recoverable from the suppliers.

26. **Liquidated Damage:** 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.

27. **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.

28. **Validity of licenses(if Any) :** Software's licensing price or policy (if any) shall be clearly mentioned. All licenses should be perpetual. All the accessories shall be from the same OEM

29. **Quality& Specification of Stores:** The stores offered should be of the best quality available, unless otherwise specified confirming strictly to the specification cited. The institute reserves the right to reject such stores as are found unacceptable on these grounds.

30. **Payment** : (i) Payment for indigenous items and also imported items quoted in Indian Rupees shall be made only after completion of supply, Installation and commissioning of the system to the entire satisfaction of the purchaser. **No advance/mobilization support, is payable against supply of stores.**

(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 only.**

(iii) 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.

31. Tenderers shall submit along with each of their Commercial Bids

(i) Complete postal address, email address and tele links for contact persons in principals and Indian agent offices dealing with this purchase.

(ii) Full name and address of the beneficiary on whom order has to be made.

(iii) Name and Full address of the Banker of the beneficiary along with bank details (**Account no. Type, IFSC Code, Swift Code etc.**)

32. 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.

33. **One Agent can not represent two suppliers or quote on their behalf for the same item at the same time.**

IMPORTAT

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. 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.

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

4. For any query pertaining to this bid document, correspondence be addressed to:

Dr. Pranabendu Gangopadhyay
Advanced Technology Development Centre
Indian Institute of Technology, Kharagpur,
Kharagpur-721302, West Bengal
email: pran@ece.iitkgp.ac.in
Phone No: 3222-282227

5. 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.

Head
Advanced Technology Development Centre
IIT Kharagpur

ANNEXU-III

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;

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.O.B. & C.I.F. Kolkata price by Air 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 airlifted within 30 days from the date of receipt of the Letter of Credit copy / 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 sales 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 only.

6. TENDERERS SHALL SUBMIT ALONG WITH THEIR TENDER:

- i) Complete address and tele links for contact persons in 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.

7.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.

8.WARRANTY:

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.

9. 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.

10.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.

11. Interested vendors must be able to supply adequate spares and consumable during warranty period. Vendor should also ensure trouble free service and performance within 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 request 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 FOB price mentioning Freight & Insurance charges separately. No Ex-Works pricing is 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 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

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 :-----

ANNEXURE – V

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 “ROTARY DRYER” FOR
IIT KHARAGPUR (DEPARTMENT OF CHEMICAL ENGINEERING)

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 for a
minimum amount of Rs.
11. Income Tax Permanent A/c No. (attach copy) :
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/ATDC/EQ/PG/SOI/2018-19 Dt. 17th December, 2018** 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.**