# INDIAN INSTITUTE OF TECHNOLOGY BOMBAY

## MATERIALS MANAGEMENT DIVISION

## NOTICE INVITING TENDER

**Indian Institute of Technology Bombay** invites competitive bids from interested and eligible bidders through the e-procurement portal. To participate, bidders need to register themselves on our **IIT Bombay Vendor Registration Portal** and generate a user ID & password. For any queries, registered bidders may write to us at: **srm@iitb.ac.in** & **purchase.mmd@iitb.ac.in** or contact: Materials Management Division, IIT Bombay, Powai, Mumbai- 400 076, India.


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** Website link:https://www.iitb.ac.in/resources/vendors-tenders

## SECTION 1 – INVITATION FOR BIDS

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| 1. | **निविदा (आर.एफ.एक्स) सं. /Tender (RFx) No.** | **6100003214** |
| 2. | **निविदा (आर.एफ.एक्स) तारीख़ / Tender (RFx) Date** | **04.11.2026** |
| 3. | **मद विवरण / Item Description** | **Ultracapacitor Module (400 DC)** |
| 4. | **निविदा का प्रकार / Tender Type** | Advertised |
| 5. | **कवर की संख्या / Number of Covers** | Two (Two Bid System) |
| 6. | **बोली-पूर्व बैठक की तारीख़ और समय / Pre-Bid Meeting Date & Time** | NA |
| 7. | **बोली-पूर्व बैठक स्थल / Pre-Bid Meeting Place** | NA |
| 8. | **बोली जमा करने की अंतिम तारीख और समय / Bid Submission End Date & Time** | As mentioned in the On-Line Tender |
| 9. | **बोली खोलने की समाप्ति तारीख तथा समय / Bid Opening End Date & Time** | As mentioned in the On-Line Tender |
| 10. | **बोली खोलने का स्थान / Bid Opening Place** | Materials Management Division, Ground Floor, Nandan Nilekani Main Building, IIT Bombay, Powai, Mumbai-400 076, India. |
| 11. | **वारंटी / Warranty** | As mentioned in the technical specification |

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| 12. | **कार्य की अवधि/सुपुर्दगी अवधि (दिनों में) / Period of Work/Delivery Period (in Days)** | Unless specified otherwise in NIT the following standard delivery period will be applicable:<br>For Foreign Suppliers: Within 60 days from the date of opening of LC.<br>For Indigenous Suppliers: Within 30 days from the date of purchase order. |
| 13. | **संविदा का प्रकार / Contract Type** | Tender |
| 14. | **सुपुर्दगी का स्थान / Delivery Location** | Department of Energy Science and Engineering, IIT Bombay, Powai, Mumbai, India. |
| 15. | बोली सुरक्षा **/ Bid Security** | Bidders must furnish Bid Security Declaration in lieu of Bid Security / EMD. The Bid Security Declaration has to be furnished as per Annexure-V along with Technical Bid. A self-attested scan copy of the declaration should be uploaded along with bids. Bids not complying with these provisions shall be rejected. |
| 16. | **निविदा आमंत्रण सूचना दस्तावेज़ विवरण / NIT Document Details** | Notice Inviting Tender includes the following documents:<br>a) NIT Document<br>b) Technical Specification<br>c) Annexures<br>d) Format of PBG, Previous Supply Order Details<br>e) Integrity Pact |

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| 17. | **बोलीदाता का दस्तावेज़ विवरण / Bidder's Document Details** | Bidder needs to upload duly filled, stamped and signed documents as listed below to the "cFolder Attachment – Tech Bid" option in the "Notes and Attachments" section which is located under the "RFx Information" tab.<br>a) NIT Document<br>b) Technical Bid Responses<br>c) Previous Supply Order Details<br>d) Annexures<br>e) Integrity Pact. |
| 18. | **तकनीकी स्पष्टीकरण हेतु / Technical Clarification** | Name: Prof. Zakir Hussain Rather<br>Dept: Energy Science and Engineering<br>Email: zakir.rather@iitb.ac.in<br>Contact No: +91-22-2576 9341 |
| 19. | **कोई अन्य स्पष्टीकरण / Any Other Clarification** | Materials Management Division, Ground Floor, Nandan Nilekani Main Building, IIT Bombay, Powai, Mumbai-400 076, India.<br>**Email:**purchase.mmd@iitb.ac.in/ srm@iitb.ac.in<br>**Contact No**.: +91-22-2159-2819 |
| 20. | **हस्ताक्षर कर्ता प्राधिकारी / Signing Authority** | **Asst. Registrar / Dy. Registrar**<br>Materials Management Division<br>Indian Institute of Technology Bombay |

## SECTION 2: INSTRUCTIONS TO BIDDERS

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| 1 | **PREPARATION AND SUBMISSION OF OFFER** |
| 1.1 | Language of Bids: The bid as well as all the correspondence and documents related to the bid, the bid exchanged between the bidder and IIT Bombay shall be in English Language. |
| 1.2 | Online Bids are invited through the Supplier Relationship Management (SRM) system. Response to the tenders is to be submitted electronically and no physical paper/printout needs to be submitted. Bidders need to have login credentials for SRM Portal for participation in the tender. If a bidder who wishes to participate in the tender is not presently enlisted with IIT Bombay or not having login credentials can obtain the same through Registration on IIT Bombay Vendor Registration Portal by providing the required details before the RFx submission deadline. |
| 1.3 | **Bidders Registration:** |
| 1.3.1 | For registration, bidders have to carry out **TWO STAGE REGISTRATION**<br><br>**Stage 1) Vendor Registration** and **Stage 2) E-Tender Registration.**<br>After successful registration at both stages, bidders are qualified for applying for E-tendering. The detailed procedure for registration is given below:<br><br>**Stage No 1 - Vendor Registration**<br>Vendors are requested to register themselves as **VENDOR** by visiting the following link and generating a USER ID & PASSWORD:<br>**IIT Bombay Vendor Registration Portal**<br>Help for Vendor Registration:**Registration Chart Flow**<br>**Stage No 2 - E-Tender Registration**<br>After successful registration, login as a **VENDOR** on IITB Portal and click on the tab **"Register for E-Tender".** A request will be generated for IITB E-Tender Registration and will be processed by the MDM team of IIT Bombay. After processing, the Login credentials for IITB E-Tender Portal will be sent to your registered Email-ID. (Vendor registration & E-tender registration is a one-time activity, hence kindly keep the Login credentials details for future bidding) |
| 1.3.2 | **Mandatory System Requirement for e-tendering& Extracting and Uploading Digital Signature**<br><br>Kindly go through the manuals for System Requirements for Online bidding:<br><br>**Manuals for System Requirements** |

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| 1.3.3 | **Uploading of Online Bids**<br><br>Kindly go through the training manual for submission of online response.<br><br>**A) Open Tender: Bidder Training Manual for Advertised Tender Enquiry**<br><br>**B) Limited Tender: Bidder Training Manual for Limited Tender Enquiry** |
| 1.3.4 | Click on the link for E-tender portal: **IIT Bombay E-Tender Portal** |
| 1.4 | It is also mandatory for the Indigenous bidders to be registered on the Central Public Procurement Portal. (CPPP) |
| 1.5 | The bidder should read carefully & understand the tender document, procedure for e-tendering, etc., before participating in the e-tender procedure. Participation in the e-tendering entails that the bidder(s) has/have read all the terms & conditions of the tender and agree/abide by them. |
| 1.6 | It is mandatory for Indian subsidiaries, agents and Indigenous bidders to have a valid GSTN Registration Number and should submit duly filled Bidders Information along with the tender document as per **Annexure - I** |
| 1.7 | **Digital Signature:** |
| 1.7.1 | The intending bidder must have a valid class-III digital signature to submit the bid. The bid submitted online should be signed electronically with a class-III digital certificate to establish the identity of the bidder submitting the bid online. The bidders may obtain a class III digital certificate issued by an approved certifying authority authorized by the Controller of Certifying Authorities of India. |
| 1.7.2 | **Class III Digital signature certificate should be combined (Signature + Encryption)** |
| 1.7.3 | Bidder is responsible for ensuring the validity of the digital signature and its proper usage by their employee. |
| 1.7.4 | The bid including all uploaded documents shall be digitally signed by a duly authorized representative of the bidding company. |
| 1.8 | **Bidders should upload documents in PDF format.** |
| 1.9 | Bidders should duly fill 'Questionnaire' as per **Annexure - II** and submit the same along with the technical bid. |
| 1.10 | **Indian Agents and OEMs:** |
| 1.10.1 | All Indian Agents must submit a copy of the Indian Agent Agreement / Authorization letter from OEM / OEMs along with the tender as per **Annexure - III** |

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| 1.10.2 | In a tender, either the Indian agent on behalf of the Principal / OEM or the Principal / OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender. In case, offers are received from manufacturers and their authorized agents, offers from their manufacturers only shall be considered. |
| 1.10.3 | If an agent submits a bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same bid for the same item/product. |
| 1.10.4 | Indian Agents, Indian subsidiaries and Indigenous bidders must have GSTN Registration No. and should upload duly filled Bidders Information along with the tender document. |
| 1.11 | **In the case of Two bid system, the technical responses and all the required documents are to be uploaded in the "cFolder Attachment – Tech Bid" option under "Notes and Attachment" which is located under the "RFx Information Tab" and prices are to be quoted in the bidding engine.** |
| 1.12 | If the warranty is not specifically mentioned in the Technical Specification by the bidder then the warranty will be assumed as One year from the date of successful installation/commissioning of equipment. |
| 1.13 | Regarding the Import supplies, in case of FOB/FCA the bidder must mention the **'Nearest International Airport/ Port of Shipment'.** |
| 1.14 | It is mandatory for the bidders to specify the delivery period. |
| 1.15 | IIT Bombay discourages procurement through High Sea Sale. Such bids may be rejected. |
| 1.16 | Bid responses through any mode other than those specified in the NIT document will not be considered. |
| 1.17 | To establish the conformity of the goods and services to the specifications and schedule of requirements of the bidding document, the documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, catalogue, brochure to be enclosed in Technical bid and shall consist of: **A detailed description of the essential technical and performance characteristics of the goods; A list giving full particulars, including available sources, spare parts, special tools, etc., necessary for the proper and continuous functioning of the goods; and An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications.** |
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| **2.** | **COST OF BIDDING** |

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| 2.1 | The Bidder shall bear all costs associated with the preparation and submission of its Bid and the Purchaser shall not be responsible or liable for those costs regardless of the conduct or outcome of the bidding process. |
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| **3.** | **VALIDITY OF THE OFFER** |
| 3.1 | The bid shall remain valid for a period of 180 days from the last date of submission of the bid. During this period, the bidder shall not be permitted to modify, withdraw or revoke the bid. IIT Bombay reserves the right to reject any bid having validity less than 180 days. |
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| **4.** | **AMENDMENT OF BIDDING DOCUMENTS** |
| 4.1 | At any time before the deadline for submission of bids, IIT Bombay may, for any reason, whether on its initiative or in response to the clarification request by a prospective BIDDER may modify the bid document. |
| 4.2 | All prospective BIDDERs, who have downloaded the NIT document are advised to regularly check the IIT Bombay website for updates, amendments or modifications. These changes will be legally binding on all bidders. |
| 4.3 | Any extension of the due date or other changes related to the tender will be notified on following official websites:<br>https://www.iitb.ac.in/resources/vendors-tenders<br>https://eprocure.gov.in/epublish/app<br><br>**No separate publication will be made in newspapers.** Bidders are advised to regularly check the above websites for updates. |
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| **5.** | **MODIFICATION OF BIDS** |
| 5.1 | Bidders to ensure that response submission is done before the submission deadline date & time. RFx can be “withdrawn” and modified as long as the submission deadline date and time do not lapse. RFx response cannot be modified once the submission deadline is over. |
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| **6.** | **DEADLINE FOR SUBMISSION OF BIDS** |
| 6.1 | Timely submission of the bids is the responsibility of the bidders. Bidders should submit their bid online before the due date & time of the tender. |
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| **7.** | **EXTENSION OF BID SUBMISSION DATE** |

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| 7.1 | No request for an extension of the tender due date will be entertained unless necessitated due to changes in the specifications or non-receipt of the minimum number of responses. IITB reserves the right to extend the tender due date for any other reason it may deem fit. |
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| **8.** | **RFx OPENING PROCESS** |
| 8.1 | Technical RFx responses (Technical Bid) will be opened at first instance in the system electronically in case of Two Bid System. |
| 8.2 | The system allows the opening of an RFx response only after the specified due date and time. Officials Authorized for opening the technical bids shall open the RFx responses in the system. |
| 8.3 | Price RFx responses (Price Bid) of such vendors whose bids are found to be technically qualified will be opened subsequently with prior intimation to qualified bidders. |
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| **9.** | **EVALUATION** |
| 9.1 | All the RFx shall be evaluated based on the final landed cost at IIT Bombay which includes all the taxes, duties and other charges. For imported items a markup to cover, the costs of freight, customs duty, insurance along with applicable Integrated Goods and Service Tax (IGST) will be considered for comparison. If bidders quote different GST slabs for a product, then IIT Bombay shall follow the HSN Code and GST rules of GOI for uniform comparison of all bids. |
| 9.2 | IIT Bombay shall compare all substantially responsive bids to determine the lowest evaluated bid. The Institute is following and abiding with the revised Public Procurement (Preference to Make in India), Order 2017 P- 45021/2/2017-PP (BE–II)-Part(4)Vol.II dated 19.07.2024 issued by DPIIT, Ministry of Commerce and Industry, Govt. of India & subsequent instructions of the Ministry. Accordingly, preference will be given to the Make-in-India products while evaluating the bids. However, it is the sole responsibility of the bidder(s) to specify the product quoted by them is of Make in India along with respective documentary evidence in the technical bid itself. Declaration as per **Annexure - IV.** |

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| 9.3 | **As per the OM No. P-45021/2/2017-PP(BE-II)-Part (4) Vol.II dated 08.07.2025 issued by DPIIT, Ministry of Commerce and Industry, the provisions of Make in India in respect of procurement of Scientific Equipment and Consumables for Research Purposes shall be applicable as follows:**<br><br>**Advertised Tender Enquiry**<br>In the event of receipt of technically compliant responses from Class I and Class II Local Suppliers along with the Non Local Suppliers, the responses submitted by the Non Local Suppliers shall not be considered for evaluation. However, in the absence of receipt of any bids, or in the event of technical rejection of bids from Class I and Class II Local Suppliers, the responses from technically qualified Non-Local Suppliers may be considered for further evaluation, subject to GTE approval from the competent authority.<br><br>**Limited Tender Enquiry**<br>For procurement value above 50 lakhs, only the bids submitted by Class I and Class II Local Suppliers shall be considered for evaluation. |
| 9.4 | Price preference to Local suppliers as per the orders of Make in India procurement policy of Govt of India and MSEs shall be given as per provisions and methodology specified in the Orders. |
| 9.5 | **NON-CONFORMITY, ERROR, AND OMISSION** |
| 9.5.1 | IIT Bombay may request that the Bidder submit the necessary information or documentation, within a reasonable period, to rectify non-material non-conformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid. |
| 9.5.2 | IIT Bombay may request the bidder to clarify the arithmetic errors if any during the evaluation of commercial bid within a target date. In case, no reply is received within the stipulated date IIT Bombay reserves the right to evaluate the said bid with the available information or summarily reject the bid. |
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| **10.(A)** | **PRICE BID (FOR IMPORT SUPPLIES)** |
| 10.(A).1 | The Price should be quoted net of discount and exclusive of taxes by the bidders. It is mandatory to mention INCOTERM along with the quote in the price bid. |
| 10.(A).2 | IIT Bombay reserves the right to increase or decrease the ordered quantity to an extent of 25% (maximum) till the finalization of the contract or issue of purchase order, by giving reasonable notice to the successful bidder. |
| 10.(A).3 | IGST will be applicable for imported goods. Relevant tax code as per the applicable slab of GST has to be selected by the bidder. If the bidder selects the wrong tax code while bidding then IIT Bombay shall correct it as per GOI norms/HSN code and uniform tax will be applicable as per HSN code of the product for all the bidders. |

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| 10.(A).4 | **As per Govt. of India Notification No. 45/25 Customs dtd. 24th October 2025, Concessional Custom Duty is applicable to IIT Bombay for all purchases which are essential for research. IIT Bombay shall provide all the documents under this notification to the bidder to facilitate clearance of the goods. The bidder has to specifically mention in the bid the requirement of the certification.** |
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| **10.(B)** | **PRICE BID (FOR INDIGENOUS SUPPLIES)** |
| 10.(B).1 | Prices should be quoted net of discount and exclusive of taxes by the bidders. The price quoted should be in Indian Rupees, with free delivery at IIT Bombay Campus at the site (DDP). |
| 10.(B).2 | IIT Bombay reserves the right to increase or decrease the ordered quantity to an extent of 25% (maximum) till the finalization of the contract or issue of purchase order, by giving reasonable notice to the successful bidder. |
| 10.(B).3 | **GST is applicable for all purchases to IIT Bombay.** Relevant tax code as per the applicable slab of GST has to be selected by the bidder for Indigenous items. (If a bidder selects the wrong tax code while bidding then IIT Bombay shall correct it as per GOI norms/HSN code and uniform tax will be applicable as per the HSN code of the product for all the bidders uniformly). |
| 10.(B).4 | **The supplier shall pay and bear all other liabilities, taxes and duties not specifically agreed upon by IIT Bombay in the contract. Concessional Custom Duty Exemption Certificate (CDEC) will not be provided against Indigenous Supplies.** |
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| **11.** | **CANCELLATION OF TENDER** |
| 11.1 | Notwithstanding anything specified in this bidding document, Purchaser / IIT Bombay at its sole discretion, unconditionally and without assigning any reason, reserves the right:<br>● To accept OR reject the lowest bid or any other bid or all the bids.<br>● To accept any bid in full or in part.<br>● To reject the bid offer not confirming the tender's terms.<br>● To reject the bid, if the prices received are abnormally low or unreasonably high.<br>● To give purchase preference to Public Sector undertakings when applicable as per Govt. Policy/ Guidelines. |
| 11.2 | The bids submitted by vendors which are conditional in nature will be summarily rejected. |
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| **12.** | **BID SECURITY** |

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| 12.1 | Bidders must furnish Bid Securing Declaration in lieu of Bid Security / EMD. The Bid Security Declaration has to be furnished as per **Annexure - V** along with Technical Bid. A self-attested scan copy of the declaration should be uploaded along with bids. Bids not complying with these provisions shall be rejected. |
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| **13.** | **PERFORMANCE GUARANTEE** |
| 13.1 | Performance Guarantee is mandatory. |
| 13.2 | Successful tenderer/ bidder should submit a performance guarantee as prescribed under clause 13.3. The performance guarantee is to be furnished in the form of a bank guarantee as per **Format 1**, for an amount covering 3% of the purchase order value. |
| 13.3 | The Performance Guarantee should be established in favour of "The Registrar, IIT Bombay". |
| 13.4 | Performance Guarantee is to be established through any of the National/ Scheduled Commercial Banks (whether situated at Mumbai or outstation) with a clause to enforce the same on their local branch of Mumbai. The hard copy of Performance Guarantee has to be submitted to Deputy Registrar, Materials Management Division, IIT Bombay along with order acknowledgment. |
| 13.5 | Performance Guarantee shall be for the due and faithful performance of the contract and shall remain binding, notwithstanding such variations, alterations for extensions of time as may be made, given, conceded or agreed to between the successful tenderer and the purchaser under the terms & conditions of acceptance to the tender. |
| 13.6 | Performance guarantee shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations, commencing from the date of commissioning / installation of goods. In case of services, the guarantee should be valid till sixty days beyond the duration of service period / contractual obligations.<br><br>**For procurement above INR 1 Crore, where integrity pact is applicable, the performance guarantee shall be for a minimum duration of two years as per the provision of integrity pact or till the warranty / contract period whichever is later.**<br><br>In case Performance Guarantee needs extensions up to the warranty period then the supplier shall initiate extensions to Performance Guarantee one month before the expiry of Performance Guarantee. |
| 13.7 | If the successful bidder fails to submit the Performance Guarantee along with Order Acknowledgement then the purchase order/contract will be canceled. |
| 13.8 | No interest shall be payable by the buyer to the Bidder on Performance Guarantee. |
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| **14.** | **FURNISHING FRAUDULENT INFORMATION/ DOCUMENT** |
| 14.1 | If it is found that a bidder has furnished fraudulent document/information, the bid security/performance security (wherever applicable) shall be forfeited and the bidder/vendor will be debarred for a period of upto 2 (two) years from the date of detection of such fraudulent activity, besides the legal action. In case of major and serious fraud, the period of debarment may be enhanced. |
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| **15.** | **CONFIDENTIAL INFORMATION** |
| 15.1. | The bidder/seller shall treat as confidential all designs, drawings, data or information written or verbal, provided by IITB and shall use its best endeavors to ensure that such design, drawings, data or information is not divulged to any third party except with the consent of IITB where necessary for the performance of its obligation hereunder and subject to similar undertakings being obtained from such third parties to treat such design, drawings, data or information in confidence. |
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| **16.** | **REASONABILITY OF PRICE** |
| 16.1 | The price quoted shall be the best competitive/minimum price applicable for a premier Educational and Research Institution. The bidder may be required to give details of at least two purchase orders of identical or similar equipment, supplied to any IIT's/Research Institutions/ other organizations as and when required as per **Format 2** (to be enclosed in the technical bid) along with the final price paid and details. |
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| **17** | **INSTRUCTIONS TO THE BIDDERS OF COUNTRIES WHICH SHARE LAND BORDER WITH INDIA** |
| 17.1 | **Any bidder from a country which shares a land border with India will be eligible to bid on this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT).** Compliance as per **Annexure - VI.** |
| 17.2 | "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process. |

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| 17.3 | "Bidder from a country which shares a land border with India" means: -<br>a. An entity incorporated, established, or registered in such a country; or<br>b. A subsidiary of an entity incorporated, established, or registered in such a country; or<br>c. An entity substantially controlled through entities incorporated, established, or registered in such a country; or<br>d. An entity whose ***beneficial owner*** is situated in such a country; or<br>e. An Indian (or other) agent of such an entity; or<br>f. A natural person who is a citizen of such a country; or<br>g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above. |
| 17.4 | The beneficial owner for point no. 17.3.d above will be as under: |
| 17.4.1 | In the case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical persons, has a controlling ownership interest or who exercises control through other means.<br>Explanation-<br>"Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company.<br>"Control" shall include the right to appoint a majority of the directors or to control the management or policy decisions including by their shareholding or management rights or shareholders agreements or voting agreements. |
| 17.4.2 | In the case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together or through one or more juridical persons, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership; |
| 17.4.3 | In the case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical persons, has ownership of or entitlement to more than fifteen per cent of the property or capital or profits of such association or body of individuals; |
| 17.4.4 | Where no natural person is identified under point no. 17.4.1 or 17.4.2 or 17.4.3, the beneficial owner is the relevant natural person who holds the position of senior managing official. |
| 17.4.5 | In the case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen per cent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership. |

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| 17.5 | An Agent is a person employed to do any act for another or to represent another in dealings with a third person. |
| 17.6 | In the case of tenders for Works contracts, including Turnkey contracts, the successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. |

## SECTION 3: CONDITIONS OF CONTRACT

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| **1.** | **AWARD OF CONTRACT** |
| 1.1 | Subject to clauses 9.1 & 9.2 of section 2, IIT Bombay shall award the contract to the technically qualified eligible BIDDER whose bid has been determined as the lowest evaluated commercial bid. |
| 1.2 | If more than one BIDDER happens to quote the same lowest price, IIT Bombay reserves the right to award the contract to more than one BIDDER or any BIDDER. |
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| **2.** | **DUTIES AND TAXES** |
| **2.1** | **Duties and taxes shall be applicable and included in the contract as per the provisions of Clause No.10(A) & 10(B) of NIT under Section 2. The supplier shall pay and bear all other liabilities, taxes and duties not specifically agreed upon by the Purchaser in the contract.** |
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| **3.** | **PRE- INSTALLATION** |
| 3.1 | The bidder has to mention the pre-installation requirements for the equipment like ambient temperature, humidity, civil work, weather specifications, power specifications, etc. |
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| **4.** | **INSTALLATION** |
| 4.1 | BIDDER shall be responsible for installation/demonstration wherever applicable and after-sales service during the warranty period and thereafter as mentioned in the contract. |
| 4.2 | Installation demonstration is to be arranged by the supplier free of cost. The installation and demonstration have to be done within 15 days of the arrival of the equipment at the site and performance satisfaction should be ascertained. |
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| **5.** | **TRAINING** |
| 5.1 | The BIDDER should provide training for the operation and maintenance to the personnel of IIT Bombay on the offered equipment/machinery. |

| | |
|---|---|
| 5.2 | Wherever needed, our technical persons should be trained by the supplier at the project site. In case the person is to be trained at the supplier's site abroad or in India it should be mentioned in the quotation. The supplier should bear all the expenses for such training including 'to &fro' fares and lodging & boarding charges. |
| | |
| **6 (A)** | **TERMS OF PAYMENT (FOR IMPORT SUPPLIES)** |
| 6 (A).1 | 100% Payment by Letter of Credit (90% payment will be released on receipt of documents without any discrepancies and the balance 10% will be paid after satisfactory installation and commissioning).<br><br>**OR**<br><br>Payment via wire transfer within 30 days after delivery and acceptance of material. |
| 6 (A).2 | In case of AMC / CAMC "Payment on six monthly bases in equal installments subject to certification of satisfactory performance by Indentor/User." |
| 6 (A).3 | Any request for a change in payment terms will not be entertained after the release of Purchase Order. |
| **6 (B**) | **TERMS OF PAYMENT (FOR INDIGENOUS SUPPLIES):** |
| 6 (B).1 | For Equipment/Goods "Payment within 30 days from the date of delivery, installation and Acceptance Certificate of concerned Department / Section IIT Bombay." |
| 6 (B).2 | In case of AMC / CAMC "Payment on six monthly bases in equal installments subject to certification of satisfactory performance by Indentor/User." |
| 6 (B).3 | Payment shall be made by NEFT/ RTGS or such other mode / electronic fund transfer offered by the Bank. |
| 6 (B).4 | IIT Bombay does not make advance payments to suppliers. |
| | |
| **7.** | **LEGAL MATTER** |
| 7.1 | All disputes, whether domestic or international, arising out of or in connection with this tender or any subsequent contract shall be subject to the exclusive jurisdiction of the courts in Mumbai, India. Such disputes shall be governed and adjudicated in accordance with the laws of India. |

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| | |
| **8.** | **TRANSFER AND SUBLETTING** |
| 8.1 | The bidder shall not sublet, transfer, assign or otherwise part with the acceptance to the tender or any part thereof, either directly or indirectly, without the prior written permission of the Purchaser i.e. IIT Bombay. |
| | |
| **9.** | **FORCE MAJEURE** |
| 9.1 | On the occurrence of any unforeseen event, beyond the control of either Party, directly interfering with the delivery of Services arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by the Procuring Entity in writing, the contractor shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. |
| | |
| **10.** | **PENALTY/ LIQUIDATED DAMAGES** |
| 10.1 | Timely delivery is the essence of the contract and hence in case of delay in delivery, liquidated damages at the rate of 0.5% of the price of the delayed consignment, for each week or part thereof shall be levied and recovered subject to a maximum of 10% of total purchase order value. |
| 10.2 | In the event of inordinate delay in delivery of ordered goods / services or delay in installation on part of the successful bidder, IIT Bombay reserves the right to cancel the order and impose penalty on the bidder apart from forfeiture of Performance Guarantee to recover cost. |
| | |
| **11.** | **SPECIFICATIONS AND SAMPLES** |
| 11.1 | The suppliers shall supply the goods / services as per the specifications/ descriptions given in the tender / PO. IIT Bombay reserves the right to alter the description of goods / services including drawings given in the acceptance of tender. In the event of any such alteration resulting in any implication to the delivery schedule and price, such implication shall be mutually agreed between IIT Bombay and Supplier.<br>In case a certified sample has been issued by the IIT Bombay and the Specifications / Drawings also exist in the tender then the certified sample will govern the supply to the extent of material, workmanship and finished product. |

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| | |
| **12.** | **SUPERVISION OF ERECTION AND COMMISSIONING** |
| 12.1 | Wherever the scope of tender includes installation and commissioning, the successful bidder shall depute a qualified specialist for the supervision of erection and commissioning of the machine. The bidder shall be fully responsible for making all necessary arrangements at their own expense for the travel, accommodation, transport, and other related expenses of their specialist during their stay in Mumbai. The specialist must also provide on-site training, free of cost, to the concerned personnel of IIT Bombay as part of the commissioning process. |
| | |
| **13.** | **CODE OF INTEGRITY FOR PUBLIC PROCUREMENT** |
| 13.1 | The IIT Bombay requires that bidders, suppliers, contractors and consultants observe the highest standards of ethics during the procurement and execution of such contracts. In pursuit of this policy, the terms set forth below are defined as follows: |
| 13.1.1 | Corrupt practice: - The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or contract execution. |
| 13.1.2 | Fraudulent practice: - a misrepresentation or omission of facts to influence a procurement process or the execution of a contract. |
| 13.1.3 | Collusive practice: - means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive levels. |
| 13.1.4 | Coercive practice: - means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract. |
| 13.1.5 | Anticompetitive practice: - any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels. |

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| 13.1.6 | Conflict of interest:- participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of the purchaser who is directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the purchaser with an intent to gain unfair advantage in the procurement process or for personal gain. |
| 13.1.7 | Obstructive practice:- materially impede the purchaser's investigation into allegations of one or more of the above-mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the purchaser's Entity's rights of an audit or access to information. |
| 13.2 | The IIT Bombay will reject a proposal for an award if it determines that the Bidder recommended for the award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question. |

## SECTION 4 - ANNEXURES

## ANNEXURE I - Bidder's Information

(Bidder should duly fill and upload with the technical bid)

Tender No: _____ Date: _____

| | | |
|---|---|---|
| 1 | Name of the Bidder / OEM | |
| 2 | Address of the Bidder / OEM | |
| 3 | PAN No. (If applicable) | |
| 4 | GSTIN No. (If applicable) | |
| 5 | State of GST Registration (If applicable) | |
| 6 | E-mail ID | |
| 7 | Contact Person's Name & Designation | |
| 8 | Contact No. | |

### Indian Agent's Information

| | | |
|---|---|---|
| 1 | Name of the Indian Agent | |
| 2 | Address of the Indian Agent | |
| 3 | PAN No. of Indian Agent | |
| 4 | GSTIN No. of Indian Agent | |
| 5 | State of GST Registration | |
| 6 | E-mail | |
| 7 | Contact Person's Name & Designation | |
| 8 | Contact No. | |

## ANNEXURE II - QUESTIONNAIRE

(Bidder should duly fill and upload with the technical bid)

Tender No: _____ Date: _____

| Sr. No. | Question | Response |
|---|---|---|
| 1. | Whether all the terms and conditions of the NIT document have been complied with. **Compliance (Yes/No)** | |
| 2. | Whether all the items specified in the technical specification have been compiled and have been quoted in the bidding engine. **Compliance (Yes/No)** | |
| 3. | Confirm that you have read all the instructions carefully and have complied with the instructions accordingly. **Compliance (Yes/No)** | |
| 4. | In case the bidder does not manufacture goods, offers to supply have submitted the Manufacturer's Authorization letter. **Compliance (Yes/No)** | |
| 5. | Bid Validity Period | |
| 6. | Mention Material Delivery / Service Completion Period | |
| 7. | Whether the offered item is air transport restricted and/or covered under any restricted import category notified by DGFT, Government of India | |
| 8. | Mention the Warranty period of the material / Defect Libility Period | |
| 9. | Mention the HSN/SAC code of the material / service | |
| 10. | Whether payment terms and conditions mentioned in NIT document have been complied with. **Compliance (Yes/No)** | |
| 11. | In the case of import supplies mention the INCOTERMS | |
| 12. | In the case of import supplies mentioned the nearest international port of shipment (if not applicable please mention 'NA'). | |

Place:
Date: Signature and Seal of the Manufacturer / Bidder

**ANNEXURE III – MANUFACTURING AUTHORIZATION FORM**
**(**To be given on OEM'S Company Letterhead)

Tender No: _____ Date: _____

To,
Dy. Registrar (MM),
Indian Institute of Technology Bombay,
Powai, Mumbai - 400076.

**Sub: Declaration of Manufacturing Authorization Form**

We M/s_____ who are established and reputable manufactures of _____ having factories at_____ and _____ do hereby authorize M/s _____ (Name and address of Agent/Dealer) to offer their quotation, negotiate and conclude the contract with you against the above invitation for the tender. We hereby extend our full guarantee and warranty as per the terms and conditions of the tender and the contract for the equipment and services offered against this invitation for the tender by the above firm. In case of M/s_____ is out of service due to any reason, we will make alternative arrangements for the service and maintenance of the product/ service offered on the same terms and conditions.

Yours faithfully,
(Signature of the OEM, with Official Seal)

**ANNEXURE IV – DECLARATION OF LOCAL CONTENT**

(To be given on company letterhead - For a tender value below ₹10 crores)
(To be given by Statutory Auditor/Cost Auditor/Cost Accountant/CA for tender value above ₹10 crores)

Tender No: _____ Date: _____

To,
Dy. Registrar (MM),
Indian Institute of Technology Bombay,
Powai, Mumbai - 400076.

**Sub: Declaration of Local content**

Country of Origin of Goods / Services being offered:_____
Country of Shipment in case of goods:_____

We hereby declare that the items/services offered under the above-mentioned tender contain ____ % local content. The location(s) at which the local value addition is made _____ .

As per the guidelines, “Local Content” means the amount of value added in India which shall be the total value of the item (excluding net domestic indirect taxes) being offered minus the value of the imported content in the item (including all customs duties) as a proportion of the total value, in percent.

We further confirm that we have not included services such as transportation, insurance, installation, commissioning, training, and after-sales service support like AMC/CMC while calculating the local value addition.

We are fully aware that any false declaration will constitute a breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules (GFRs). Such a breach may lead to debarment of the bidder or its successors for up to two years, in accordance with Rule 151(iii) of the GFRs, along with other legal actions as may be permitted under law.

Yours faithfully,
(Signature of the Bidder, with Official Seal)

## ANNEXURE V - BID SECURITY DECLARATION

(To be issued by the bidder on company's letter in lieu of EMD)

Date:

To,
Dy. Registrar (MM),
Indian Institute of Technology Bombay,
Powai, Mumbai - 400076.

We, M/s .....(name of the firm),
with ref. to Tender No. .....dtd. ..... hereby undertake that:

1) We accept all the terms and conditions of the tender document.
2) We accept that, we will not modify our bid during the bid validity period, submit performance guarantee within the stipulated period and honour the contract after award of contract.
3) In the event of any modification to our bid by us or failure on our part to honor the contract after final award or failure to submit performance guarantee, our firm may be debarred from participation in any tender/contract notified by Indian Institute of Technology Bombay for a period of one year.

Yours faithfully,
(Signature with date and seal)

**ANNEXURE VI – CERTIFICATE OF COMPLIANCE**
**(**To be given on Company Letterhead)

Tender No: _____ Date: _____

To,
Dy. Registrar (MM),
Indian Institute of Technology Bombay,
Powai, Mumbai - 400076.

**Sub: Certificate of Compliance**

We have read and understood the clause regarding restrictions on procurement from bidders of countries that share a land border with India as per Department of Expenditure, Ministry of Finance, Govt. of India's OM No. F.7/10/2021-PPD (1) dated 23.02.2023.

We hereby declare that:

- We do not belong to any such restricted country; or
- If we do belong to such a country, we have been duly registered with the Competent Authority in accordance with the relevant guidelines.

We certify that all requirements in this regard have been fulfilled and that our bid is fully eligible for consideration.

[Where applicable, evidence of valid registration by the Competent Authority is attached.]

Yours faithfully,
(Signature of the Bidder, with Official Seal)

# SECTION 5: FORMATS

## FORMAT 1
## FORMAT FOR PERFORMANCE GUARANTEE BOND

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

**LETTER OF GUARANTEE**

To,
The Registrar,
Indian Institute of Technology Bombay
Powai, Mumbai – 400 076.

WHEREAS Indian Institute of Technology Bombay (Buyer) have invited bids vide Tender No/Purchase Order ..... Dt. ..... for purchase of ..... AND WHEREAS the said tender document requires that any eligible successful tenderer (seller) wishing to supply the goods or service in response thereto shall establish an irrevocable Performance Guarantee Bond in favour of **"The Registrar, Indian Institute of Technology Bombay"** in the form of Bank Guarantee for ₹ ..... (3**% of the purchase value**) and the said guarantee shall be valid till 60 (sixty) days beyond the contractual obligations of the supplier including warranty obligations from the date of commissioning / installation of goods. In case of services, the guarantee shall be valid till 60 days beyond the duration of service period / contractual obligations.

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

This Bank further agrees that the decision of Indian Institute of Technology Bombay (Buyer) as to whether the said Tenderer (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 Tenderer (Seller) and/ or Indian Institute of Technology Bombay (Buyer).

**Notwithstanding anything contained herein:**

1. Our liability under this Bank Guarantee shall not exceed ₹ ..... (Indian Rupees ..... only).
2. This Bank Guarantee shall be valid up to .....(date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if IIT Bombay serves 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 Bank:
Address:
Date:

## FORMAT 2

### Previous Supply Order Details

**Name of the Firm** _____

| Order placed by (Full address of Purchaser | Order No. and Date | Description and quantity of ordered equipment | Value of Order | Date of completion of delivery as per contract | Remarks indicating reasons for late delivery, if any and justification for price difference of their supply order & those quoted to us | Has the Equipment / service being installed / provided satisfactorily (Attach a Certificate from the Purchaser/ Consigner) | Contact Person along with Telephone No., Fax No. and e-mail address. |
|---|---|---|---|---|---|---|---|
| | | | | | | | |

**Signature and Seal of the Manufacturer / Bidder** _____

**Place:** _____

**Date:** _____

# SECTION 6: INTEGRITY PACT

**(Applicable only for purchases above 1 crore)**
**(To be printed on Supplier's letterhead)**

**Tender (RFx) No:** _____

This pre-bid pre-contract Agreement hereinafter called the Integrity Pact is made on ..... day of the month of ....., between, on one hand, the Director of IIT Bombay acting through Deputy Registrar, Materials Management Division of Indian Institute of Technology Bombay hereinafter called the "BUYER" of the First Part and M/s..... represented by Shri....., Director /Chief Executive Officer/ General Manager hereinafter called the "BIDDER/Seller" of the Second Part.

WHEREAS the BUYER proposes to procure..... (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is an Autonomous Body/Department of the Government of India performing its functions on behalf of the President of India.

NOW, THEREFORE, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-Enabling the BUYER to obtain the desired said stores / equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDERs to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures. The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

**1. Commitments of the BUYER**

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs.

1.3 All the officials of the Buyer will report to the appropriate authority of the Institute for any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

**2.** In case any such preceding misconduct on the part of such official (s) is reported by the BIDDER to the BUYER, with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

**3. Commitments of BIDDERs:**

3.The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, consideration, gift, reward,

favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done

any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or for bearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.

3.3 BIDDERs shall disclose the name and address of agents and representatives and Indian BIDDERs shall disclose their foreign principals or associates.

3.4 BIDDERs shall disclose the payments to be made by them to agents / brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/ authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER, or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term relative for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

**4. Previous Transgression:**

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India, that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes an incorrect statement on this subject, BIDDER can be disqualified

from the tender process or the contract, if already awarded, can be terminated for such a reason.

**5. Security Deposit / Performance Guarantee:**

5.1 Performance Guarantee Bond is mandatory.

5.2 Successful tenderer/ bidder should submit performance guarantee as prescribed above to be sent to Deputy Registrar, Materials management Division, IIT Bombay on or before 15 days from the due date of issue of order acknowledgement. The PBG to be furnished in the form of bank guarantee as per proforma or annexure of the tender documents, for an amount covering 3 % of the purchase order value.

5.3 The Performance Guarantee should be established in favour of “The Registrar, IIT Bombay”.

5.4 PBG to be established through any of the National Banks (whether situated at Mumbai or outstation) with a clause to enforce the same on their local branch of Mumbai or any scheduled bank (other than national bank) situated at Mumbai. Bonds issued by cooperative banks will not be accepted.

5.5 Performance Guarantee Bond shall be for the due and faithfully performance of the contract and shall remain binding, notwithstanding such variations, alterations for extensions of time as may be made, given, conceded or agreed to between the successful tenderer and the purchaser under the terms & conditions of acceptance to the tender.

5.6 The successful tenderer is entirely responsible for due performance of the contract in letter and spirit and all other documents referred to in the acceptance of tenders.

5.7 The PBG shall be kept valid during the period of contract and shall continue to be enforceable for a period of Two years or up to warranty period whichever is later from the date of order acknowledged. In case PBG needs extensions up to extension period then supplier shall initiate extensions to PBG one month prior to expiry of PBG.

5.8 For successful suppliers, if PBG is not submitted within 15 days from the date of Order Acknowledgement, then the Purchase Order will be cancelled with forfeiting of EMD.

5.9 No interest shall be payable by the buyer to the Bidder on PBG.

**6. Sanctions for Violations:**

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required: -

i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

iii. To immediately cancel the contract, if already signed without giving any compensation to the BIDDER.

iv. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

vi. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

vii. To debar the BIDDER from participating in future bidding processes of the Institute for a minimum period of two years, which may be further extended at the discretion of the BUYER.

viii. To recover all sums paid in violation of this pact by the BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the

BUYER with the BIDDER, the same shall not be opened.
x. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 7.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act 1988 or any other statute enacted for prevention of corruption.
6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the CVO, IIT Bombay appointed for the purposes of this Pact.

**7. Fall Clause:**
7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product/system or sub-system was supplied by the BIDDER to any other Ministry/Department of the Government of India or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

**8. Independent Monitors:**
8.1 The BUYER has designated the CVO of IIT Bombay as the authority to monitor all the procurement processes independently and objectively.

**9. Facilitation of Investigation** In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information & documents in English and shall extend all possible help for the purpose of such examination.

**10. Law and Place of Jurisdiction** This Pact is subject to Indian Law. The place of performance and Jurisdiction is the Seat of the BUYER.

**11. Other Legal Actions** The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

**12. Validity:**
12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/ Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions. The Parties hereby sign this Integrity Pact.

| **BUYER** | **BIDDER** |
| --- | --- |
| **Deputy Registrar (MM), IIT Bombay seal**<br>**Date & Place:** | **Signature with**<br>**Date & Place:** |
| **Witness** | **Witness** |
| **1. _____ (Indenter)**<br>_____ | **1.** |
| **2. _____**<br>_____ | **2.** |