



**INDIAN INSTITUTE OF TECHNOLOGY BOMBAY**  
**MATERIALS MANAGEMENT DIVISION**  
**Powai, Mumbai 400076**

**Indian Institute of Technology Bombay** invites competitive bids from interested bidders through e-procurement portal. To participate, bidders need to register themselves to get user ID & password from the portal <https://portal.iitb.ac.in/vrp/index.jsp>. Registered bidders need to contact Tender Section, Materials Management Division, IIT Bombay, Powai, Mumbai - 400 076 for participation in the tender through email : [srm@iitb.ac.in](mailto:srm@iitb.ac.in)

**SECTION 1 – INVITATION FOR BIDS**

i)	<b>RFx No.</b>	6100000034
ii)	<b>RFx Date</b>	18 <sup>th</sup> August, 2018
iii)	<b>Advt. No.</b>	Advt. No. MMD-01/18-19
iv)	<b>Item Description</b>	Floor Standing X-Ray Diffractometer System
v)	<b>Tender Type</b>	Open (Advt)
vi)	<b>Number of Covers</b>	Two Bid System
vii)	<b>Bid Submission End Date &amp; Time</b>	As mentioned in the ON-line Tender
viii)	<b>Bid Opening End Date &amp; Time</b>	As mentioned in the ON-line Tender
ix)	<b>Bid Opening Place</b>	Materials Management Division Conference Room, Main Building, Ground Floor, IIT Bombay, Powai, Mumbai 400 076.
x)	<b>Period of Work/Delivery Period (in Days)</b>	180 days
xi)	<b>Contract Type</b>	Tender
xii)	<b>Delivery Location</b>	Dept. of Mechanical Engg.
xiii)	<b>Earnest Money Deposit</b>	Earnest Money Deposit (EMD) of Rs. 4,00,000/- in the form of Bank Guarantee in the favour of 'The Registrar, IIT Bombay' payable at Mumbai to be submitted in sealed envelope superscribing with Rfx No. & due date at Materials Management Division, Gr. Floor, Main building, IIT Bombay, Powai, Mumbai-76 and should reach on or before 8 <sup>th</sup> October, 2018 at 01.00 PM
xiv)	<b>NIT Document Details</b>	Notice Inviting Tender includes the following



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		documents :- 1) NIT Document. 2) Formats of EMD, PBG, Previous Supply Order Format and Integrity Pact 3) Technical Specifications
xv)	<b>Bidder's Document Details</b>	Bidder needs to upload duly filled, stamped and signed following documents to the cFolder option in the "Notes and Attachments" option which is located under "Rfx Information" tab. 1) NIT Document (mandatory) 2) Technical Specifications responses(mandatory) 3) Previous Supply Order (mandatory) 4) EMD submission Proof, (mandatory) 5) Integrity Pact (mandatory)
xvi)	Technical Clarification	Name : Prof. Asim Tewari Dept. : Dept. of Mechanical Engineering, IIT Bombay, Powai, Mumbai-76 Email : <a href="mailto:asim.tewari@iitb.ac.in">asim.tewari@iitb.ac.in</a> Contact No. : 022-2576 7521
xvii)	Any Other Clarification	Name : Joint Registrar (MM) Dept : Materials Management Division, Gr. Floor, Main Building, IIT Bombay, Powai, Mumbai-400 076 Email : <a href="mailto:drmm@iitb.ac.in">drmm@iitb.ac.in</a> Contact No. : 022-2576 8800
xviii)	Signing Authority	Joint Registrar (MM)



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**SECTION 2: INSTRUCTIONS TO BIDDERS**

1. Preparation and Submission of Offer:

1.1 Language of Bids: The bid as well as all the correspondence and documents relating to bid, the bid exchanged between the bidder and IIT Bombay shall be in English Language.

1.2 Bids are invited through Supplier Relationship Management (SRM) system. Response to the tenders is to be submitted electronically through system only. No physical papers / print need to be submitted except EMD. Bidders need to have user ID & password. If a bidder who wish to participate is not presently enlisted with IIT Bombay or not having User ID password can obtain the same through Registration of supplier system by providing required details before the RFX submission deadline. Vendor Registration Portal :- <https://portal.iitb.ac.in/vrp/index.jsp>. Contact email:- [helpdesk.mdm@iitb.ac.in](mailto:helpdesk.mdm@iitb.ac.in). Registration is free of cost. Registered bidders needs to contact Tender Section, Materials Management Division, IIT Bombay- 400 076 for participation in the tender through email : [srm@iitb.ac.in](mailto:srm@iitb.ac.in)

1.3 Bidders are requested to refer instructions in the User Manual for Online bidding on following link: [https://portal.iitb.ac.in/vrp/vrp\\_srm\\_docs.jsp](https://portal.iitb.ac.in/vrp/vrp_srm_docs.jsp)

1.4 Fax/E-mail/Telephonic offers will not be accepted.

1.5 The bidder should read carefully & understand the tender document, procedure for e-tendering etc. completely before participating in the e-tender procedure. Participation in the e-tendering, presumes that the bidder (s) has/have read all the terms & conditions of contract etc. and agree/abide by them.

1.6 Digital Signature

1.6.1 The intending bidder must have 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 class III digital certificate issued by an approved certifying Authority authorised by the Controller of Certifying Authorities of India.

1.6.2 Bidder is responsible for ensuring the validity of digital signature and it's proper usage by their employee.

1.6.3 The bid including all uploaded documents shall be digitally signed by duly authorised representative of the bidding company.

1.7 Bidder should upload documents in PDF.

1.8 Indian Agents and OEMs:

1.8.1 In a tender, either the Indian agent on behalf of the Principal / OEM or Principal / OEM itself can bid but both cannot bid simultaneously for the same item/ product in the same tender.

1.8.2 If an agent submits 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



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item/product.

1.8.3 IIT Bombay discourages High Sea Sale purchase. All bids with High Sea Sale may be rejected.

1.8.4 It is mandatory for all Indian Agents to submit copy of Indian Agent Agreement / Authorisation letter from OEM / OEMs along with tender.

1.8.5 It is mandatory for Indian Agents , Indian subsidiaries and Indigenous bidders to have GSTN Registration No. and should upload duly filled Bidders Information along with the tender document.

1.9. In case of Two bid system the technical responses and all the required document to be uploaded in cFolder option in the “Notes and Attachments” option which is located under “Rfx Information” tab and prices to be quoted in bidding engine.

1.10. No physical papers/print need to be submitted except EMD proof.

## 2. Cost of Bidding

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.

## 3. Validity of the offer :

3.1. 180 Days from the date of opening of the Technical bid .

## 4. Amendment of Bidding Documents

4.1. At any time prior to the deadline for submission of bids, IIT Bombay may, for any reason, whether on its own initiative or in response to the clarification request by a prospective BIDDERS may modify the bid document.

4.2. All prospective BIDDERS who have downloaded the bidding document may visit IIT Bombay, website for amendments / modifications which will be binding on them.

## 5. RFX Opening Process:

5.1. Technical RFX responses are opened at first instance in the system electronically in case of Two Bid System.

5.2 System allows opening of Rfx response only after the specified due date and time. Authorized technical opening officers shall open the Rfx responses in the system.

5.3 Price Rfx responses will be opened whose bids are found technically qualified at later stage on intimation to qualified bidders.

5.4 In case of any unscheduled holiday/Bandh on the bid opening date, the bids will be opened on the next working day. Accordingly, bid closing date/time will get extended up to the next working day.

## 6. Modification of Bids :



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6.1 Bidders to ensure that response submission is done before submission deadline date & time. RFX can be “withdrawn” and modified as long as submission deadline date and time is not over. RFX response cannot be modified once submission deadline is over.

7. Deadline for Submission of Bids :

7.1 Timely submission of the bids is the responsibility of the bidders. Bidders should submit their bid on-line before closing of the tender date & time.

8. Extension of Bid Submission Date:

8.1 Normally no request for extension of bid closing date will be entertained. However, in case of any changes in the specifications, inadequate response or for any other reasons, IITB may at its discretion, extend the bid closing date and/or time.

9. Evaluation :

9.1 All the Rfx shall be evaluated on the basis of landed cost which includes all taxes duties and other charges of technically qualified bidders.

10. (A) Price Bid (For Import Supplies):

10.1 It is mandatory to quote in FOB Price Basis in the bidding engine.

10.2 The quantity mentioned in the tender can be increased or decreased to any extent depending upon the actual requirement.

10.3 Prices should be quoted net of discount by the bidders.

(B) Price Bid (For Indigenous Supplies)

10.1 Price quoted should be in Indian Rupees, free delivery at IIT Bombay Campus at site.

10.2 The quantity mentioned in the tender can be increased or decreased to any extent depending upon the actual requirement.

10.3 Prices should be quoted net of discount by the bidders.

11. Cancellation of tender:

11.1. Notwithstanding anything specified in this bidding document, Purchaser / IIT Bombay in his sole discretion, unconditionally and without assigning any reason, reserves the rights:

11.1.1 To accept OR reject lowest bid or any other bid or all the bids.

11.1.2 To accept any bid in full or in part.

11.1.3 To reject the bid offer not confirming to the tenders terms.

11.1.4 To give purchase preference to Public Sector undertakings when applicable as per Govt. Policy/ Guidelines.



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11.2. The conditional bid will be summarily rejected.

**12. EARNEST MONEY DEPOSIT (EMD) GFR 2017 Rule 170:**

12.1 Earnest Money Deposit is mandatory to be submitted at Materials Management Division on or before mentioned date.

12.2 While submitting bid, the BIDDER shall deposit an amount mentioned in tender document as Earnest Money, with the IIT Bombay through the following instruments.

12.3 A confirmed Bank Guarantee by an Indian Nationalised Bank promising payment of the guaranteed sum to the BUYER without any demur whatsoever and without seeking any reasons whatsoever.

12.4 The Earnest Money shall be valid upto a period of 180 days or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER whichever is later.

12.5 No interest shall be payable by the BUYER to the BIDDER on Earnest Money for the period of its currency.

12.6 If successful bidder fails to submit the Performance Guarantee Bond within 15 days from the date of placing of Purchase Order/contract then purchase order/contract will be canceled and EMD will be forfeited.

12.6 For unsuccessful bidder, EMD will be returned within 60 days from the date of placing the Purchase Order/ Contract.

12.7 EMD of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or derogates from the tender in any respect within the period of validity of its tender. Further, if the successful tenderer fails to furnish the required performance security within the specified period, its EMD will be forfeited.

12.8 Bidder has to upload scanned copy of original BG shall be sent to Tender issuing authority as mentioned in the tender.

12.9 Original BG should reach to tender issuing authority within 7 working days from the date of opening of technical bids. For the purpose of receipt of BG, the time recorded in the receipt/DAK section against receipt shall also be considered as receipt time.

12.10 Only those physical BG instruments found matching with the copy submitted in the e- portal shall be considered as valid.

12.11 If needed, validity of BG should be extended by the party/ bank.

12.12. BG should be submitted as per enclosed Format only by the tenderer. Such BG should be submitted only in a sealed envelope of the issuing bank and should not be in open condition. If BG towards EMD is submitted in any manner other than aforesaid, the tender is liable to be rejected.

12.13. If the original BG instrument is not received by the due date and time as specified above, the bid shall be summarily rejected.



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**13. Exemption from submission of EMD**

13.1 Bidders registered with any of the following agencies/ bodies as per Public procurement policy for Micro & Small Enterprises (MSE) order 2012 are exempted categories from payment of EMD provided that the registration certificate issued by any one of these below mentioned agencies must be valid as on close date of tender. Micro small or medium enterprises who have applied for registration or renewal of registration with any of these agencies/bodies but have not obtained the valid certificate as on close date of tender are not eligible for exemption.

- i) Khadi and Village Industries Commission (KVIC)
- ii) National Small Industries Corporation (NSIC)
- iii) Any other body specified by Ministry of MSME/GOI

**14. Performance Guarantee (GFR 2017 Rule 171):**

14.1 Performance Guarantee Bond is mandatory.

14.2 Successful tenderer/ bidder should submit performance guarantee as prescribed above to be sent to Joint Registrar, Materials Management Division, IIT Bombay on or before 15 days from the due date of issue of order acknowledgment. The PBG to be furnished in the form of bank guarantee as per format given in the tender documents, for an amount covering 5% of the purchase order value.

14.3. The Performance Guarantee should be established in favour of "The Registrar, IIT Bombay".

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

14.5 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.

14.6 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.

14.7 The PBG shall be kept valid during the period of contract and shall continue to be enforceable for a period of one year or upto warranty period whichever is later from the date of order acknowledge. In case PBG needs extensions upto warranty period then supplier shall initiate extensions to PBG one month prior to expiry of PBG.

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



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

**15. Furnishing Fraudulent Information/Document:**

15.1 If it is found that a bidder has furnished fraudulent document/information, the bid security/performance security (wherever applicable) shall be forfeited and the party will be debarred for a period of 3 (three) years from date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, period of debarment may be enhanced.

**16. Confidential Information:**

16.1. 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 purpose of 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 like confidence other than designs, drawings, data or information which at the time of proposed disclosure are within the public knowledge or in the bidder's/seller's possession.

**17. Reasonability of Prices :**

17.1 Please quote best minimum prices applicable for a premier Educational and Research Institution. The party must give details of atleast two purchase orders identical or similar equipment, supplied to any IITS/Research Institutions/ other organisation as per mentioned Format (Annexure I) (to be enclosed in Technical Bid) along with the final price paid and details are mandatory.





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**SECTION 3 : CONDITIONS OF CONTRACT**

**1. Award of Contract :**

1.1 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.

**2. Prices :**

2.1 For Import Supplies - As per Govt. of India Notification No. 51/96 Custom dtd. 23rd July 1996, IIT Bombay is exempted from Custom duty and IGST (Substituted under Notification No.43/2017 dtd.30th June 2017) for all research equipment. We shall provide all the documents under this notification to enable you to clear the goods without payment of Custom duty, whenever required. Please state clearly that this certificate is required. The supplier shall pay and bear all other liabilities, taxes and duties not specifically agreed by the Purchaser in the contract.

2.2 For Indigenous Supplies - As per Govt. of India Notification No. 47/2017-Integrated Tax (Rate) dt. 14.11.2017, IIT Bombay is exempted from GST for all research equipment, Concessional IGST is applicable. We shall provide all the documents under this notification to enable you to clear the goods whenever required. The supplier shall pay and bear all other liabilities, taxes and duties not specifically agreed by the Purchaser in the contract.

**3.Pre-installation :**

3.1 Please also mention the pre-installation requirements for the equipment like ambient temperature, humidity, civil work, weather specifications, power specifications, etc. When items are provided full performance satisfaction should be demonstrated.

**4. Installation :**

4.1 BIDDER shall be responsible for installation / demonstration wherever applicable and for after sales service during the warranty period and thereafter as mentioned in the contract.

4.2 Installation demonstration to be arranged by the supplier free of cost and the same is to be done within 15 days of the arrival of the equipment at site.

**5. Training:**

5.1 The BIDDER shall submit training proposal 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 free of cost. In case the person is to be trained at supplier's site abroad or



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in India it should be mentioned in the quotation clearly. The supplier should bear all the expenses for such training including 'to & fro' fares and lodging & boarding charges.

**6. TERMS OF PAYMENTS :**

- (a) 90% payment by Letter of Credit (90% payment will be released on receipt of documents without any discrepancies and balance 10% will be paid by wire transfer after satisfactory installation and commissioning.
- (b) Agency Commission: Payment will be made after receipt/satisfactory installation, testing & commissioning of equipment.
- (c) Payment by wire transfer(on request) within 30 days from the date of supply and installation of item .

**7. Legal Matter :**

- 7.1 All Domestic and International disputes are subject to Mumbai jurisdiction only.

**8. Transfer and Subletting :**

- 8.1 The seller 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.

**9. Force Majeure :**

- 9.1 Force Majeure will be accepted on adequate proof thereof.

**10. Penalty/ Liquidated Damages :**

- 10.1 Timely delivery is essence of the contract and hence if any consignment be delayed, liquidated damages at the rate 0.5% of the price of the delayed consignment, for each week or part whereof shall be levied and recovered subject to maximum of 10% of total purchase order value.
- 10.2 IIT Bombay reserves the right to cancel the order in case the delay is more than 10 weeks. Penalties if any will be recovered by forfeiting PBG at vendor's cost and risks.

**11. Specification and Samples :**

- 11.1 The suppliers shall supply the stores in accordance with the specifications/ descriptions of stores given in the acceptance of tender. The Purchaser reserved the rights to alter the description of stores including drawings given in the acceptance of tender. In the event any such alteration result in any implication to the deliver and price, such implication shall be mutually agreed between the Purchaser and supplier. In case certified sample has been issued by the Purchaser and the Specifications / Drawings also exist in the acceptance of tender then the certified sample will govern



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the supply to the extent of material, workmanship and finished product.

12. Supervision of Erection and Commissioning :

12.1 Successful BIDDER shall depute concerned specialist, for supervision of erection & commissioning of the machine to be carried out. The successful BIDDER shall make necessary arrangement at their own expenses for stay, transport and other expenses of their specialist during their stay in Mumbai which also includes imparting free of cost training to IIT Bombay personnel.



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**13. Bidders Information:**

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