



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, if any queries regarding uploading the tender through email : srm@iitb.ac.in

SECTION 1 – INVITATION FOR BIDS

i)	RFx No.	6100000146
ii)	RFx Date	07 th Aug 2019
iii)	Advt. No.	MMD-07/19-20
iv)	Item Description	Benchtop Microfocus X-Ray Fluorescence Analyser
v)	Tender Type	Open (Advt)
vi)	Number of Covers	Two Bid System
vii)	Pre- Bid Meeting Date & Time	NA
viii)	Pre-Bid Meeting Place	NA
ix)	Bid Submission End Date & Time	As mentioned in the ON-line Tender
x)	Bid Opening End Date & Time	As mentioned in the ON-line Tender
xi)	Bid Opening Place	Materials Management Division, Main Building, Ground Floor, IIT Bombay, Powai, Mumbai 400 076.
xii)	Warranty	Warranty as per mentioned in the technical specification.
xiii)	Period of Work/Delivery Period (in Days)	30 Days
xiv)	Contract Type	Tender
xv)	Delivery Location	Dept. of Earth Sciences, IIT Bombay, Powai, Mumbai-400076.
xvi)	Earnest Money Deposit	Earnest Money Deposit (EMD) of Rs. 2,00,000/-



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		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 mentioned due date in the ON-line Rfx.
xvii)	NIT Document Details	Notice Inviting Tender includes the following documents:- 1) NIT Document. 2) Technical Specification. 3) Format of EMD, PBG, Undertaking for Bid Security, Compliance Sheet and Previous Supply Order Details
xviii)	Bidder's Document Details	Bidder needs to upload duly filled, stamped and signed following documents to the “cFolder Attachment” option in the “Notes and Attachments” option which is located under “Rfx Information” tab. 1) NIT Document (mandatory) 2) Technical Bid Responses (mandatory) 3) Previous Supply Order Details (mandatory) 4) Compliance Sheet (mandatory) 5) EMD Submission Proof / Undertaking for Bid Security (mandatory)
xix)	Technical Clarification	Name : Prof. Jahnvi Punekar Dept. : Earth Sciences, IIT Bombay, Powai, Mumbai-400076. Email : jpunekar@iitb.ac.in Contact No. : 022-2576-7256
xx)	Any Other Clarification	Name : Joint Registrar (MM) Dept : Materials Management Division, Gr. Floor, Main Building, IIT Bombay, Powai, Mumbai-400 076 Email : drmm@iitb.ac.in / srm@iitb.ac.in Contact No. : 022-2576 8800
xxi)	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.

1.3 For registration, bidders have to carry out **TWO STAGE REGISTRATION** – 1) **Vendor Registration** and 2) **E-Tender Registration**. After successful registration at both stages, bidders are qualified for applying for E-tendering. Detailed procedure of registration is given below:

a) Stage No 1 - Vendor Registration

Vendors are requested to register themselves as VENDOR of IITB with the following link for generating USER ID & PASSWORD: <https://portal.iitb.ac.in/vrp/index.jsp>

b) Stage No 2 - E-Tender Registration

After login as a **VENDOR** click on button “**Register for E-Tender**”

Please wait for your IITB E-Tender Registration request to be processed by MDM team. After processing, the Login credentials for IITB E-Tender Portal will be sent you registered Email-ID.(Vendor registration & E-tender registration is one time activity, hence kindly keep the Login credentials details for future bidding)

KINDLY FOLLOW THE BELOW STEPS FOR ONLINE BIDDING

Step No.1 **MANDATORY SYSTEM REQUIREMENT FOR E-TENDERING**(This is one time activity) Kindly go through the manuals for System Requirements for Online bidding. https://portal.iitb.ac.in/vrp/ERP_SRM_UserManuals/SRM-014_E-Tendering_Application_System_Requirements_V1.1.pdf

Step No.2:-**EXTRACTING AND UPLOADING DIGITAL SIGNATURE** (This is one time activity)

Kindly go through the manuals for extracting and Uploading Digital Signature.

https://portal.iitb.ac.in/vrp/ERP_SRM_UserManuals/SRM-016_Extract_Upload...

Step No.3:-**UPLOADING OF ONLINE BIDS**

Kindly go through the manual for submission of online response.



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https://portal.iitb.ac.in/vrp/ERP_SRM_UserManuals/SRM-008_Advertisement_...

Click on the following link for E-tender : <https://ep.iitb.ac.in/irj/portal>

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 the form of PDF format.

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 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 Attachment" option under "Notes and Attachment" 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.

1.11 The bidders are requested that they should complete uploading and submission of their bid's a day before due date as technical queries on due date for uploading or submission will not be entertained or resolved and request for extension will not be entertained.



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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 BIDDER 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:

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:



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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 price in FOB/FCA basis only 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.

10.4 Bidders should select **Go (G zero)** Tax Code for imported items.

(B) Price Bid (For Indigenous Supplies):

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

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.

10.4 Bidders should select relevant Tax Code for Indigenous items.

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.

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 due date.

12.2 Before submitting bid, the BIDDER shall deposit an amount mentioned in tender



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

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

12.11. 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.

12.12. If the original BG instrument is not received on or before mentioned due date and time as specified above, the bid shall be summarily rejected.

13. Exemption from submission of EMD (Only for Indigenous Purchases in INR Only):

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)



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- ii) National Small Industries Corporation (NSIC)
- iii) Any other body specified by Ministry of MSME/GOI

13.2 In place of EMD amount, Bidders may submit an undertaking for BID security, only in the enclosed format on Bidder's Letter-head. [GFR 2017, Rule 170(iii)].

To avail exemption it is mandatory to upload valid certificate copy in the system and to be submitted at Materials Management Division, Ground Floor, Main Building, IIT Bombay, Powai, Mumbai 400076 before mentioned due date.

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 proforma or annexure of 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/two years (as mentioned in the tender document) 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.

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



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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 :

Please quote best minimum prices applicable for a premier Educational and Research Institution. Bidder must give details of atleast two purchase orders identical or similar equipment, supplied to any IIT's/Research Institutions/ other organisation as per Format of Previous Supply Order Details and to be uploaded in the Technical Response 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.



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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 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. (A) Terms of Payment (For Import Supplies):

i. 100% Payment by Letter of Credit (90% payment will be released on receipt of documents without any discrepancies and balance 10% will be paid after satisfactory installation and commissioning). IIT Bombay do not pay any advance payment to party. Any request of Advance payment will be rejected summarily.

ii. Any request for change in payment terms and conditions will not be accepted. In case, if it is necessary to change payment terms and conditions then IIT Bombay will not pay any additional charges. If the above payment terms conditions are not acceptable then tender will be rejected.

(B) Terms of Payment (For Indigenous Supplies):

i. Payment within 30 days from the date of delivery, installation and Acceptance Certificate of concerned Department / Section / Materials Management Division, IIT Bombay.

ii. Payment shall be made by NEFT RTGS or such other mode / electronic fund transfer offered by the Bank.

iii. IIT Bombay do not pay advance payment to party. Any request of Advance payment will be summarily rejected.

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.



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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 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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Annexure I - Bidders Information
(Bidder should duly fill and upload with technical bid)

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.	



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Annexure II - Compliance Sheet
(Bidder should duly fill and upload with technical bid)

Sr. No.		Compliance (Yes/No)
1.	Whether all the items specified in the technical specification has been compiled and have been quoted in the bidding engine.	

Signature and Seal of the Manufacturer / Bidder

Place: _____

Date: _____