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

IIT Bombay is premier technical and research institute. It is an Institute of National Importance and an Institution of Eminence declared by the Government of India. IIT Bombay invites competitive e-bids from interested bidders through e- procurement portal.

A copy of the Tender Document and detailed specification is also available on our website : http://www.iitb.ac.in/en/tenders. To participate, bidders need to register themselves on our portal https://portal.iitb.ac.in/vrp/index.jsp. and generate user ID & password. For any queries, registered bidders may write to us on : srm@iitb.ac.in or contact Tender Section, Materials Management Division, Ground Floor, Main Bldg., IIT Bombay, Powai, Mumbai - 400 076.

SECTION 1 – INVITATION FOR BIDS

1.	RFx No.	6100000443
2.	RFx Date	09th September 2020
3.	Advt. No.	NA
4.	Item Description	**Turbo Molecular Pump**
5.	Tender Type	LIMITED
6.	Number of Covers	Two Bid System
7.	Pre- Bid Meeting Date & Time	NA
8.	Pre-Bid Meeting Place	NA
9.	Bid Submission End Date & Time	As mentioned in the On-Line Tender
10.	Bid Opening End Date & Time	As mentioned in the On-Line Tender
11.	Bid Opening Place	Materials Management Division, Main Building, Ground Floor, IIT Bombay, Powai, Mumbai 400 076
12.	Warranty	One year from the date of installation and commissioning
13.	Period of Work/Delivery Period (in Days)	Within 30 days from the date of purchase order
14.	Contract Type	Tender
15.	Delivery Location	Dept. of Metallurgical Engg and Materials Science, IIT Bombay
16.	Earnest Money Deposit	16.1 Earnest Money Deposit (EMD) of Rs. 30,000/- 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 due date mentioned in the online tender. 16.2. For more details and Exemption for Earnest Money Deposit refer Section No.2. Point No. 12 & 13.
17.	**NIT Document Details**	Notice Inviting Tender includes the following documents:- 1) NIT Document 2) Technical Specification 3) Annexures 4) Format of EMD, PBG, Previous Supply Order Details, Undertaking for Bid Security/EMD
18.	**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 "Rfx Information" tab.** 1) NIT Document 2) Technical Bid Responses **(**mandatory**)** 3) Previous Supply Order Details 4) Annexures (mandatory) 5) EMD submission Proof/ Undertaking for Bid Security/ EMD (mandatory)
19.	**Exemption in Taxes**	This item is for research purpose hence Concessional GST is applicable.
20.	**Technical Clarification**	Name: Prof. Avradeep Pal Dept : Dept. of Metallurgical Engg and Materials Science, IIT Bombay, Powai, Mumbai- 400076 Email: avradeep@iitb.ac.in Contact No. : 022 25767629
21.	**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
22.	**Signing Authority**	Joint Registrar (MM)

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 related to bid, the bid exchanged between the bidder and IIT Bombay shall be in English Language.
1.2	Online Bids are invited through Supplier Relationship Management (SRM) system. Response to the tenders is to be submitted electronically and No physical paper / print out needs to be submitted, except EMD. Bidders need to have login credentials for SRM Portal for participation in the tender. If a bidder who wish 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 required details before the RFX submission deadline.
1.3	For registration, bidders have to carry out **TWO STAGE REGISTRATION** – **Stage 1) Vendor Registration** and **Stage 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: **1.3.1 Stage No 1 - Vendor Registration** Vendors are requested to register themselves as VENDOR of IITB by visiting the following link and generate USER ID & PASSWORD: https://portal.iitb.ac.in/vrp/index.jsp Help for Vendor Registration : https://portal.iitb.ac.in/vrp/vrp_help.jsp **1.3.2 Stage No 2 - E-Tender Registration** 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 MDM team of IIT Bombay. After processing, the Login credentials for IITB E-Tender Portal will be sent your registered Email-ID.(Vendor registration & E-tender registration is one time activity, hence kindly keep the Login credentials details for future bidding) **1.3.3 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 **1.3.4 Extracting and Uploading Digital Signature** Kindly go through the manuals for extracting and Uploading Digital Signature. https://portal.iitb.ac.in/vrp/ERP_SRM_UserManuals/SRM-016_Extract_Upload... **1.3.5 Uploading of Online Bids** Kindly go through the manual for submission of online response. https://portal.iitb.ac.in/vrp/ERP_SRM_UserManuals/SRM-004_Two %20Envelope_Vendor_Bid_Response_ZLT2_EUT_V1.1.pdf

	Click on the following link for E-tender :https://ep.iitb.ac.in/irj/portal
1.4	It is also mandatory for the bidders to be registered on Central Public Procurement Portal.
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 entails 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 Class III Digital signature certificate should be combined of (Signature + Encryption) 1.6.3 Bidder is responsible for ensuring the validity of digital signature and it's proper usage by their employee. 1.6.4 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 format.
1.8	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.
1.9	No physical papers/prints need to be submitted except EMD proof.
1.10	If the warranty is not specifically mentioned in the Technical Specification by the bidder then warranty will be assumed as One year from the date of successful installation/commissioning of equipment.
1.11	It is mandatory for bidders to specify the delivery period, otherwise standard delivery period will be considered from the date of issue of purchase order.
1.12	Fax/E-mail/Telephonic offers will not be accepted.
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.	
4.3	Corrigendum for extensions of due date or any other changes in the tender will be notified online through http://www.iitb.ac.in/en/tenders OR https://eprocure.gov.in/epublish/app and will not be published in newspapers.	
5.	**RFx OPENING PROCESS**	
5.1	Technical RFx responses(Technical Bid) will be 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. Officials Authorized for opening the technical bids shall open the RFx responses in the system.	
5.3	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.	
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 lapsed. 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, receipt of inadequate response or 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 at IIT Bombay which includes all taxes duties and other charges.	
9.2	IIT Bombay shall compare all substantially responsive bids to determine the lowest evaluated bid. The Institute is following and abide with the revised Public Procurement (Preference to	

	Make in India), Order 2017 P- 45021/2/2017 – B. E. –II dated 04.06.20 issued by DPIIT, Ministry of Commerce and Industry, Govt. of India. Accordingly preference will be given to the make in India products while evaluating the bids. However, it is 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.
10	**PRICE BID**
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.**
11.	**CANCELLATION OF TENDER**
11.1	Not withstanding anything specified in this bidding document, Purchaser / IIT Bombay at its sole discretion, unconditionally and without assigning any reason, reserves the right: 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 bids submitted by vendors which are conditional in nature will be summarily rejected.
12.	**EARNEST MONEY DEPOSIT (EMD) :**
12.1	Earnest Money Deposit is mandatory and should be submitted at Materials Management Division on or before the tender due date.
12.2	BIDDER shall deposit Earnest Money with the IIT Bombay through a confirmed Bank Guarantee issued by any Nationalised Bank/scheduled commercial bank as per Format 1.
12.3	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.
12.4	No interest shall be payable by the BUYER to the BIDDER on Earnest Money for the period of its currency.
12.5	If successful bidder fails to submit the Performance Guarantee Bond along with Order Acknowledgment then purchase order/contract will be cancelled and EMD will be forfeited.
12.6	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.

12.7	Bidder has to upload scanned copy of Bank Guarantee (BG) and Original BG shall be sent to Tender issuing authority through Post/Courier.
12.8	Only those physical BG instruments found matching with the copy submitted in the e-portal shall be considered as valid.
12.9	If needed, validity of BG should be extended by the vendor/ bank.
12.10	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 as stated above, the tender is liable to be rejected.
12.11	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**
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 eligibile 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
13.2	In place of EMD, Bidders may submit an **undertaking for BID security**, mandatory in enclosed Format 2.
13.3	EMD is not applicable for items of proprietary in nature.
14.	**PERFORMANCE GUARANTEE**
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 along with order acknowledgment. The PBG to be furnished in the form of bank guarantee as per Format 3, 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 enforce 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 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.
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 acknowledgement. In case PBG needs extensions upto warranty period then supplier shall initiate extensions to PBG one month prior to expiry of PBG.
14.8	If successful bidder fails to submit the Performance Guarantee Bond along with Order Acknowledgment then purchase order/contract will be cancelled and EMD will be forfeited.
14.9	No interest shall be payable by the buyer to the Bidder on PBG.
14.10	PBG clause is not mandatory for Consumables items valuing upto 2.5 lakhs .
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 bidder/vendor 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 .
17.	**REASONABILITY OF PRICE**
	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 identical or similar equipment, supplied to any IIT's/Research Institutions/ other organisations as and when required as per Format 4 (to be enclosed in technical bid) along with the final price paid and details.

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.	**TAXES**
2.1	As per Govt. of India Notification No. 47/2017-Integrated Tax (Rate) dt. 14.11.2017 and Notification No. 45/2017-Central Tax (Rate) dt. 14.11.2017, Concessional GST is applicable to IIT Bombay for all purchases which are essential for research. We shall provide all the documents under this notification to claim concessional GST 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 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 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.	**TERMS OF PAYMENT :**
6 1	Payment within 30 days from the date of delivery, installation and Acceptance Certificate of concerned Department / Section / Materials Management Division, IIT Bombay.
6 2	Payment shall be made by NEFT/ RTGS or such other mode / electronic fund transfer offered by the Bank.

6 3	IIT Bombay does not make advance payment to suppliers. 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 i.e. IIT Bombay.
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 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 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.
	Non Delivery of material/service may lead to forfeiture of PBG and debarment of the supplier.
11.	**SPECIFICATIONS 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 reserves the right to alter the description of stores 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 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.

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 ID	
7	Contact Person's Name & Designation	
8	Mobile No.	
9	CPPP Email ID	

Signature and Seal of the Manufacturer / Bidder

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Place: _____

Date: _____

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

Sr. No.	Question (If not applicable, please mention 'NA')	Response
1.	Whether all the terms and conditions of the NIT document have been complied. **Compliance (Yes/No)**	
2.	Whether all the items and conditions specified in the technical specifications have been complied 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 bidder does not manufacture goods offers to supply has submitted Manufacturer's Authorization Letter. **Compliance (Yes/No)**	
5.	Mention delivery period	
6.	Mention warranty of the material	

Signature and Seal of the Manufacturer / Bidder

_____

Place: _____

Date: _____