



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

IIT Bombay invites competitive e-bids from interested bidders through e- procurement portal. A copy of the Tender Document 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, Ground Floor, Main Bldg. Materials Management Division, IIT Bombay, Powai, Mumbai - 400 076.

SECTION 1 – INVITATION FOR BIDS

1.	RFx No.	6100000526
2.	RFx Date	16.12.2020
3.	Item Description	In-situ Nallah Treatment System (NTreat)
4.	Tender Type	Open
5.	Number of Covers	Two
6.	Pre- Bid Meeting Date & Time	NA
7.	Pre- Bid Meeting Place	NA
8.	Bid Submission End Date & Time	As mentioned in the On-Line Tender
9.	Bid Opening End Date & Time	As mentioned in the On-Line Tender
10.	Bid Opening Place	Materials Management Division, Main Building, Ground Floor, IIT Bombay, Powai, Mumbai 400 076
11.	Warranty	NA
12.	Period of Work/ Delivery Period (in Days)	As mentioned in the technical specifications document.
13.	Contract Type	Tender
14.	Delivery Location	Near Sarovar Udyan, Lakeside, IIT Bombay
15.	Earnest Money Deposit	Bidders have to submit a Bid Security Declaration (mandatory as per enclosed Format 1)/ MSME/ NSIC Certificate.



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

16.	NIT Document Details	Notice Inviting Tender includes the following documents:- a) NIT Document b) Technical Specifications c) Annexures d) Format of Bid Security Declaration, PBG, Previous Supply Order Details
17.	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. a) NIT Document b) Technical Bid Responses (mandatory) c) Previous Supply Order Details d) Annexures (mandatory) e) Bid Security Declaration/ MSME/ NSIC Certificate (mandatory)
18.	Exemption in Taxes	This item is for research purpose hence concessional GST is applicable.
19.	Technical Clarification	Name : Prof. Anil Kumar Dikshit Dept. : Environmental Science and Engineering, IIT Bombay Email : dikshit@iitb.ac.in Contact No. : 022-2576-7862
20.	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 Contact No. : 022-2576 8800
21.	Signing Authority	Joint Registrar (MM)



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

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. 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	<p>For registration, bidders have to carry out TWO STAGE REGISTRATION –</p> <p>Stage 1)Vendor Registration and</p> <p>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:</p>
	<p>1.3.1 Stage No 1 - Vendor Registration</p> <p>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</p> <p>Help for Vendor Registration: https://portal.iitb.ac.in/vrp/vrp_help.jsp</p>
	<p>1.3.2 Stage No 2 - E-Tender Registration</p> <p>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 to your registered Email-ID. (Vendor registration & E-tender registration is one time activity, hence kindly keep the Login credentials details for future bidding)</p>
	<p>1.3.3 Mandatory System Requirement for e-tendering</p> <p>(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</p>
	<p>1.3.4 Extracting and Uploading Digital Signature</p>



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

	<p>Kindly go through the manuals for extracting and uploading Digital Signature. https://portal.iitb.ac.in/vrp/ERP_SRM_UserManuals/SRM-016_Extract_Upload...</p> <p>1.3.5 Uploading of Online Bids</p> <p>Kindly go through the manual for submission of online response. https://portal.iitb.ac.in/vrp/ERP_SRM_UserManuals/SRM-008_Advertisement_Tender_Vendor_Bid_Response_ZATI_EUT_V1.1.pdf</p> <p>Click on the following link for E-tender: https://ep.iitb.in/irj/portal</p>
1.4	<p>It is mandatory for bidders to quote items having Local Content more than 20%. Refer 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. Submit duly filled Annexure III for the same.</p>
1.5	<p>The bidder should read carefully & understand the tender document, technical specification 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.</p>
1.6	<p>Digital Signature:</p> <p>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.</p> <p>1.6.2 Class III Digital signature certificate should be combined of (Signature + Encryption).</p> <p>1.6.3 Bidder is responsible for ensuring the validity of digital signature and it's proper usage by their employee.</p> <p>1.6.4 The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.</p>
1.7	<p>Bidder should upload documents in PDF format.</p>
1.8	<p>In case of Two bid system, the technical responses and all the required document to be uploaded in “cFolder Attachment – Tech Bid” option under “Notes and Attachment” which is located under “Rfx Information Tab” and prices to be quoted in bidding engine.</p>
1.9	<p>No physical papers/prints need to be submitted.</p>



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

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 the 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.
1.13	It is also mandatory for the bidders to be registered on Central Public Procurement Portal.
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.	MODIFICATION OF BIDS
5.1	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.



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

6.	DEADLINE FOR SUBMISSION OF BIDS
6.1	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.
7.	EXTENSION OF BID SUBMISSION DATE
7.1	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.
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	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.
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.
9.	EVALUATION OF BIDS
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 & subsequent instructions of Ministry. 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.
9.3	The successful bidder will be asked to send the soft copy of Price Bid on company letter head for verification of online bid.
10.	PRICE BID
10.1	Price quoted should be in Indian Rupees, free delivery at IIT Bombay Campus at site (DDP).



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

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 and exclusive of taxes by the bidders.
10.4	Bidders should select relevant Tax Code for Indigenous items. Bidder will <u>not</u> be eligible for Custom Duty Exemption Certificate (CDEC) against this NIT.
10.5	Bidders should select relevant Tax Code.
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:
	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.	EXEMPTION FROM SUBMISSION OF EMD
12.1	Micro and Small Enterprises (MSEs) –registered with District Industries Centres or Khadi and Village Industries commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by the Ministry of Micro, Small and Medium Enterprises as per MSMED Act 2006, and further amendments for goods produced and service rendered shall be exempted from paying Earnest Money Deposit (EMD).
12.2	Bidders have to submit a Bid Security Declaration (mandatory as per enclosed Format 1)/ MSME/ NSIC Certificate.
13.	PERFORMANCE GUARANTEE
13.1	Performance Guarantee Bond is mandatory.
13.2	Successful tenderer/ bidder should submit performance guarantee as prescribed above to be sent to Joint Registrar, Materials Management Division, IIT Bombay along with order



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

	acknowledgement. The PBG to be furnished in the form of bank guarantee as per Format 2, for an amount covering 3% (as per OM No. F.9/4/2020-PPD dated 12.11.2020) of the purchase order value.
13.3	The Performance Guarantee should be established in favour of “The Registrar, IIT Bombay”.
13.4	PBG to be established through any of the National Banks/ Scheduled Commercial 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.
13.5	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.
13.6	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.
13.7	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.
13.8	If successful bidder fails to submit the Performance Guarantee Bond along with Order Acknowledgement then purchase order/contract will be cancelled.
13.9	No interest shall be payable by the buyer to the Bidder on PBG.
13.10	PBG clause is not mandatory for Consumables items valuing upto 2.5 lakhs .
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 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.
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 endeavours 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



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

	undertakings being obtained from such third parties to treat such design, drawings, data or information in like confidence .
16.	REASONABILITY OF PRICE
16.1	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 organizations as and when required as per Format 4(to be enclosed in technical bid) along with the final price paid and details.



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

SECTION 3 : CONDITIONS OF CONTRACT

1.	AWARD OF CONTRACT
1.1	Subject to clause no. 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	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) dtd. 14.11.2017 and Notification No. 45/2017-Central Tax (Rate) dtd. 14.11.2017, Concessional GST is applicable to IIT Bombay for all purchases which are essential for <u>research</u> . 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. Concessional Custom Duty Exemption Certificate (CCDE) will not be provided against this purchase).
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.



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

6.	TERMS OF PAYMENT
6.1	For Equipment/Goods “Payment within 30 days from the date of delivery, installation and Acceptance Certificate of concerned Department / Section / Materials Management Division, IIT Bombay.”
6.2	For Annual Maintenance Contract “Payment on six monthly basis in two equal installment subject to their satisfactory performance to be certified by Indentor/User.”
6.3	Payment shall be made by NEFT/ RTGS or such other mode / electronic fund transfer offered by the Bank.
6.4	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 the PBG at vendor's cost and risks.
10.3	Non Delivery of material/service may lead to forfeiture of PBG and debarment of the supplier.



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

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.



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

ANNEXURE I – BIDDER’S 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

Place: _____

Date: _____



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

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 specified in the technical specification has 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 bidder does not manufacture goods offers to supply have submitted Manufacturer's Authorisation letter. Compliance(Yes/No)	
5.	Mention Delivery period	
6.	Mention Warranty of the material	
7.	Mention HSN/SAC code of the material	

Signature and Seal of the Manufacturer / Bidder

Place: _____

Date: _____



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

ANNEXURE III – DECLARATION OF LOCAL CONTENT

(To be given on company letter head - For tender value below Rs.10 crores)

(To be given by Statutory Auditor/Cost Auditor/Cost Accountant/CA for tender value above Rs.10 crores)

Date: _____

To,
The Registrar,
Indian Institute of Technology Bombay,
Powai, Mumbai - 400076

Sub: Declaration of Local content

Tender Reference No: _____

Name of Tender : - _____

1. Country of Origin of Goods being offered: _____
2. We hereby declare that items offered has _____% local content.

“Local Content” means the amount of value added in India which shall, be the total value of the item 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.

“*False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.”

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



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

ANNEXURE IV - NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (this “Agreement”) is made on thisday of..... 2020 between Indian Institute of Technology, Bombay having Registered Office at Powai, Mumbai – 400 076, hereinafter referred to as the “IITB” which expression includes its permitted assigns

AND

..... which expression includes its permitted assigns.

The IITB and shall individually be known as “party” and collectively as “parties”.

The Confidential Information disclosed under this Agreement is for the assignment given to by the IITB for the purpose as set out herein (“the Purpose”). In connection with the Purpose, the IITB and shall disclose to each other certain Confidential Information to be used only for the Purpose and the parties shall protect each other’s Confidential Information from unauthorized use and disclosure.

For the purpose of this Agreement, the party disclosing Confidential Information shall be known as “Disclosing Party” and the party receiving such Confidential Information will be known as the “Receiving Party”.

Now therefore In consideration of the other party's disclosure of such Confidential Information, each party agrees as follows:

1. For purposes of this Agreement, “Confidential Information” shall mean information relating to the substantial effort, research, time, and expense certain inventions, design concepts, methodologies, technical know-how, copyrightable material and trade secrets of the Disclosing Party and shall include but is not limited to commercial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise, whether oral or written, relating to either party and any other information that is reasonably determined to be confidential or proprietary. Notwithstanding the generic description of Confidential Information as stated above, it is clarified that Confidential Information shall be shared with any other person whether employee, counsel, consultant or any other person or only on a strict need to know basis and in connection with the Purpose. In case any Confidential Information is disclosed orally, Disclosing Party shall within seven (7) days after such disclosure, deliver to the Receiving Party, a brief written description of such Confidential Information.

2. Confidential Information will not include information that:

(i) is generally known or available to the public, through no act or omission on the part of the Receiving Party; or

(ii) was known by the Receiving Party prior to receiving such information from the Disclosing Party and held without restriction as to use or disclosure; or

(iii) is rightfully acquired by the Receiving Party from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; or



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

(iv) is independently developed by the Receiving Party without access to any Confidential Information of the Disclosing Party.

3. Each party agrees: (i) to maintain the other party's Confidential Information in strict confidence; (ii) not to disclose such Confidential Information to any third party; and (iii) not to use any such Confidential Information for any purpose except the purpose, which is specified in this Agreement. Provided that, each party may disclose the Confidential Information of the other party to its directors and employees, who have a bona fide need to know such Confidential Information for the Purpose and to perform quality performance review processes. Each such director and employee shall be bound by suitable confidentiality obligations as part of their employment terms with the Receiving Party. Additionally, the Receiving Party may disclose such Confidential Information to its professional advisers for the purposes of seeking advice in connection with the Purpose. Nothing contained in this Agreement will restrict a party from disclosing the other party's Confidential Information to the extent required by any law or regulation, provided that the party required to make such a disclosure shall use reasonable efforts to give the other party reasonable advance notice of such required disclosure, to the extent practical and legally permissible, in order to enable the other party to prevent or limit such disclosure through available legal process.

4. On termination or expiry of this Agreement or when the Purpose is not achieved or upon the Disclosing Party's request, the Receiving Party will promptly return the Confidential Information or certify destruction thereof to the Disclosing Party all tangible items and embodiments containing or consisting of the Disclosing Party's Confidential Information and all copies thereof, save the copies which are backed up as Project Archive in the central server, which cannot be returned. Any such documents which are retained by Receiving Party will continue to be subject of confidentiality obligation contained in this agreement.

5. All Confidential Information disclosed by the Disclosing Party to the Receiving Party remains the sole and exclusive property of the Disclosing Party. Each party acknowledges and agrees that nothing in this Agreement shall be construed as granting any rights to the Receiving Party, by license or otherwise, in or to any Confidential Information of the Disclosing Party, or any patent, copyright or other intellectual property or proprietary rights of the Disclosing Party, except as specified in this Agreement.

6. That no delay or failure in exercising any right, power or privilege hereunder shall be construed to be a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

7. Each party acknowledges that unauthorized use or disclosure or threatened disclosure of the Disclosing Party's Confidential Information may cause the Disclosing Party to incur irreparable harm and damages, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the Disclosing Party will have the right to obtain immediate equitable relief to enjoin any unauthorized use or disclosure or threatened disclosure of its Confidential Information, in addition to any other rights and remedies that it may have at law or otherwise.. In the event of a threatened disclosure, the Disclosing Party shall provide



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

reasonable written notice intimating the Receiving Party with the details of such threatened breach, for the parties to mutually discuss the issue to take possible remedial action thereof.

8. Both parties shall treat the existence of this Agreement, its contents, and its subject matter as Confidential Information and require the written approval of other party prior to any public acknowledgement of this Agreement, its contents or its subject matter except as stated in clause 3 above.

9. This Agreement shall be governed by and construed in accordance with Indian laws and any dispute arising from it shall be subject to the exclusive jurisdiction of the competent courts at Mumbai .

10. This Agreement is the complete and exclusive statement regarding the subject matter of this Agreement and supersedes all prior agreements, understandings and communications, oral or written, between the parties regarding the subject matter of this Agreement. Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent, and any attempted assignment without such consent will be void.

11. This Agreement will commence on the date first set forth above and will remain in effect for three (3) years from the date of last disclosure of Confidential Information by either party. IN WITNESS WHEREOF, the parties hereto have executed this Mutual Non-Disclosure Agreement by their duly authorized officers or representatives.

IITB:

Signature: _____

Name: _____

Title: _____

Signature: _____

Name: _____

Title: _____