

MATERIALS MANAGEMENT DIVISION Powai, Mumbai 400076

Indian Institute of Technology Bombay invites competitive bids from interested bidders through eprocurement portal. 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 & drmm@iitb.ac.in or contact Tender Section, Materials Management Division, IIT Bombay, Powai, Mumbai - 400 076.

SECTION 1 – INVITATION FOR BIDS

1.	RFx No.	6100000621
2.	RFx Date	26 th April 2021
3.	Item Description	Supply and refilling of Liq.He for the maintenance of Bruker NMR Magnet
4.	Tender Type	Single
5.	Number of Covers	One
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)	Within 30 days from the date of Purchase order
13.	Contract Type	Tender
14.	Delivery Location	Department of Bio-Sciences and Bio-Engineering, IIT Bombay
15.	Earnest Money Deposit	I. 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)



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		II. Bidders have to submit an undertaking for BID security/MSME/NSIC certificate, mandatory as per enclosed Format 1.
16.	NIT Document Details	Notice Inviting Tender includes the following documents:- 1) NIT Document 2) Technical Specification 3) Annexures 4) Format of 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 "Add Attachment" 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 (mandatory) 4) Annexures (mandatory) Undertaking for Bid Security Declaration/MSME/NSIC Certificate (mandatory)
18.	Exemption in Duties/Taxes	IIT Bombay has been granted concessional GST/Custom duty as per GOI norms. If this item is for research purpose, then only tax exemption certificate will be provided otherwise full amount of GST as per GOI norms will be paid and same will be taken for comparison.
19.	Technical Clarification	Name : Prof. Ashutosh Kumar Dept : Dept. of Bio-Sciences and Bio- Engineering, IIT Bombay , Powai, Mumbai-400076. Email : ashutoshk@iitb.ac.in Contact No.: 022-2576-7762
20.	Any Other Clarification	Name: Additional 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
21.	Signing Authority	Additional 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 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 to 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



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	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- 002_Single_Tender_Vendor_Bid_Response_ZSTI_EUT_V1.1.pdf		
	Click on the following link for E-tender: https://ep.iitb.ac.in/irj/portal		
1.4	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.		
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 its proper usage by their employee.		
	1.6.4 The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company		
1.7	Bidder should upload documents in PDF format.		
1.8	In case of One bid system, the technical responses and all the required document to be uploaded in "Add Attachment" option under "Notes and Attachment" which is located adjacent to "ITEM" 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 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.		
1.14	The submitted proposal should be documented properly and has to follow the orientation of the tender document.		



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Bidder eligibility criteria should be submitted in proper sequence as per mentioned in tender doc	
All the pages of the submitted document should be duly signed with date and seal by the competent	
authority. 7 The bidder will bid for the total cost of the support.	
COST OF BIDDING	
The Bidder shall bear all costs associated with the preparation and submission of its Bid and Purchaser shall not be responsible or liable for those costs regardless of the conduct or outcom the bidding process.	
VALIDITY OF THE OFFER	
180 Days from the date of opening of the Technical bid.	
AMENDMENT OF BIDDING DOCUMENTS	
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.	
All prospective BIDDERS who have downloaded the bidding document may visit IIT Bombay, website for amendments / modifications which will be binding on them.	
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.	
MODIFICATION OF BIDS	
Bidders to ensure that response submission is done before submission deadline date & time. RFx be "withdrawn" and modified as long as submission deadline date and time is not lapsed. I response cannot be modified once submission deadline is over.	
DEADLINE FOR SUBMISSION OF BIDS	
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.	
EXTENSION OF BID SUBMISSION DATE	
Normally no request for extension of bid closing date will be entertained. However, in case of an changes in the specifications, receipt of inadequate response or any other reasons, IITB may at discretion, extend the bid closing date and/or time.	



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8.	RFx OPENING PROCESS	
8.1	Technical as well as Financial responses will be opened in a single instance in the system electronically in case of Single Tender.	
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.	
9.	EVALUATION OF BIDS	
9.1	All the RFx shall be evaluated on the basis of 'final landed cost basis' at IIT Bombay which includes all taxes duties and other charges. If bidders quote different GST slabs for a product, then IIT Bombay shall follow HSN Code and GST rules of GOI for uniform comparison of all bids.	
9.2	IIT Bombay shall compare all substantially responsive bids to determine the lowest evaluated bid. The Institute is following and 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.	
9.3	The successful bidder will be asked to send the soft copy of Price Bid on company letter head to local.purchase@iitb.ac.in / drmm@iitb.ac.in 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)	
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. (If bidders select wrong tax code in while bidding then IIT Bombay shall correct as per GOI norms/HSN code and uniform tax will be applicable as per HSN code of the product for all the bidders uniformly).	
10.5	Bidder will not be eligible for Custom Duty Exemption Certificate (CDEC) against this NIT. Bidders should select relevant Tax Code.	
10.5	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.	



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	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.	EXCEMPTION 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		
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 acknowledgement. The PBG to be furnished in the form of bank guarantee as per Format 2, for an amount covering 3% of the purchase order value(as per OM No.F.9/4/2020-PPD dated 12.11.2020)	
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(whethe situated at Mumbai or outstation) with a clause to enforce the same on their local branch of Mumba 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.	



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13.8	If successful bidder fails to submit the Performance Guarantee Bond along with Order Acknowledgement then purchase order/contract will be cancelled and EMD will be forfeited.	
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 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.	
16.	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 organizations as and when required as per Format 4 (to be enclosed in technical bid) along with the final price paid and details.	



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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 Notificatio No. 45/2017-Central Tax (Rate) dtd. 14.11.2017, Concessional GST is applicable to IIT Bombay for a purchases which are essential for research. We shall provide all the documents under this notificatio to claim concessional GST whenever required. The supplier shallpay and bear all other liabilities, taxe 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		



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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 equal instalments 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. III 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.	



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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.
13.	UNSOLICITEDTENDER
13.1	The quotations received from other than mentioned bidder's list will be treated as 'Unsolicited tender' and rejected.



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



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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	
7.	Mention HSN/SAC code of the material	

Signat	ture and	Seal of	the Manu	facturer	/ Bidder
Place:				<u> </u>	
Date:					



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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 Offered minus the value of the imported content in the item (including all customs duties) at of the total value, in percent.	_
"*False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of the Go for which a bidder or its successors can be debarred for up to two years as per Rule 151 (ii Financial Rules along with such other actions as may be permissible under law."	
Yours faithfully,	
(Signature of the Bidder, with Official Seal)	