



**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 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](mailto:srm@iitb.ac.in) & [drmm@iitb.ac.in](mailto:drmm@iitb.ac.in) or contact Tender Section, Materials Management Division, IIT Bombay, Powai, Mumbai - 400 076.

**SECTION 1 – INVITATION FOR BIDS**

1	<b>RFx No.</b>	6100000656
2	<b>RFx Date</b>	26.05.2021
3	<b>Item Description</b>	<b>HP Aruba Wireless Controllers</b> (Detailed technical specifications attached)
4	<b>Tender Type</b>	Limited Tender
5	<b>Number of Covers</b>	Two Cover
6	<b>Reference Number and Date of Approval received from Ministry of Education for floating Global Tender</b>	File No.1-14/2020-TS-I-Part(1) dated 21.05.2021
7	<b>Pre- Bid Meeting Date &amp; Time</b>	1 <sup>st</sup> June 2021 at 12.00 noon
8	<b>Pre-Bid Meeting Place</b>	Online Meeting Link is as follows:  <a href="https://kaksha.webex.com/kaksha/j.php?MTID=m5a4cba545d8a652b65ea22bc1ec69c78">https://kaksha.webex.com/kaksha/j.php?MTID=m5a4cba545d8a652b65ea22bc1ec69c78</a>
9	<b>Bid Submission End Date &amp; Time</b>	As mentioned in the On-Line Tender
10	<b>Bid Opening End Date &amp; Time</b>	As mentioned in the On-Line Tender
11	<b>Bid Opening Place</b>	Materials Management Division, Main Building, Ground Floor, IIT Bombay, Powai, Mumbai 400 076
12	<b>Warranty</b>	As per mentioned in technical specifications
13	<b>Period of Work/Delivery Period (in Days)</b>	For Foreign Suppliers: Within 60 days from the date of opening of LC For Indigenous Suppliers : Within 30 days from the date of purchase order
14	<b>Contract Type</b>	Tender
15	<b>Delivery Location</b>	Various departments of IIT Bombay, Powai, Mumbai – 400076.
16	<b>Earnest Money Deposit</b>	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,



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

		<p>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).</p> <p>2. Bidders have to submit an undertaking for BID security/MSME/NSIC certificate, mandatory as per enclosed Format 1.</p>
17	<b>NIT Document Details</b>	<p>Notice Inviting Tender includes the following documents: -</p> <ol style="list-style-type: none"><li>1) NIT Document</li><li>2) Technical Specification</li><li>3) Annexures</li><li>4) Format of Undertaking for Bid Security, PBG, Previous Supply Order Details</li></ol>
18	<b>Bidder's Document Details</b>	<p><b>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.</b></p> <ol style="list-style-type: none"><li>a) NIT Document</li><li>b) Technical Bid Responses(mandatory)</li><li>c) Previous Supply Order Details</li><li>d) Annexures (mandatory)</li><li>e) Undertaking for Bid Security/ MSME/ NSIC certificate (mandatory)</li></ol>
19	<b>Exemption in Duties/Taxes</b>	<p>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.</p>
20	<b>Technical Clarification</b>	<p>Name : Mr. Raju Waghmare Dept: Computer Centre, IIT Bombay, Powai, Mumbai-76. Email : <a href="mailto:rajuwaghmare@iitb.ac.in">rajuwaghmare@iitb.ac.in</a> Contact No. : Cell- 9619902652</p>
21	<b>Any Other Clarification</b>	<p>Name : Additional Registrar Dept. : Materials Management Division, Gr. Floor, Main Building, IIT Bombay, Powai, Mumbai-400 076 Email : <a href="mailto:drmm@iitb.ac.in">drmm@iitb.ac.in</a> / <a href="mailto:srm@iitb.ac.in">srm@iitb.ac.in</a> Contact No. : 022-2576 8800</p>
	<b>Signing Authority</b>	<p>Additional Registrar Materials Management Division</p>



**INDIAN INSTITUTE OF TECHNOLOGY BOMBAY**  
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Powai, Mumbai 400076.

**SECTION 2: INSTRUCTIONS TO BIDDERS**

<b>1</b>	<b>PREPARATION AND SUBMISSION OF OFFER</b>
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 <b>TWO STAGE REGISTRATION</b> –</p> <p><b>Stage 1) Vendor Registration</b> and</p> <p><b>Stage 2) E-Tender Registration.</b> After successful registration at both stages, bidders are qualified for applying for E-tendering. Detailed procedure of registration is given below:</p> <p><b>1.3.1 Stage No 1 - Vendor Registration</b></p> <p>Vendors are requested to register themselves as VENDOR of IITB by visiting the following link and generate USER ID &amp; PASSWORD: <a href="https://portal.iitb.ac.in/vrp/index.jsp">https://portal.iitb.ac.in/vrp/index.jsp</a> Help for Vendor Registration : <a href="https://portal.iitb.ac.in/vrp/vrp_help.jsp">https://portal.iitb.ac.in/vrp/vrp_help.jsp</a></p> <p><b>1.3.2 Stage No 2 - E-Tender Registration</b></p> <p>After successful registration, login as a VENDOR on IITB Portal and click on the tab “<b>Register for E-Tender</b>”. 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 &amp; E-tender registration is one time activity, hence kindly keep the Login credentials details for future bidding)</p> <p><b>1.3.3 Mandatory System Requirement for e-tendering</b> (This is one time activity) Kindly go through the manuals for System Requirements for Online bidding. <a href="https://portal.iitb.ac.in/vrp/ERP_SRM_UserManuals/SRM-014_E-Tendering_Application_System_Requirements_V1.1.pdf">https://portal.iitb.ac.in/vrp/ERP_SRM_UserManuals/SRM-014_E-Tendering_Application_System_Requirements_V1.1.pdf</a></p> <p><b>1.3.4 Extracting and Uploading Digital Signature</b></p> <p>Kindly go through the manuals for extracting and Uploading Digital Signature. <a href="https://portal.iitb.ac.in/vrp/ERP_SRM_UserManuals/SRM-016_Extract_Upload...">https://portal.iitb.ac.in/vrp/ERP_SRM_UserManuals/SRM-016_Extract_Upload...</a></p> <p><b>1.3.5 Uploading of Online Bids</b></p> <p>Kindly go through the manual for submission of online response. <a href="https://portal.iitb.ac.in/vrp/ERP_SRM_UserManuals/SRM-004_Two%20Envelope_Vendor_Bid_Response_ZLT2_EUT_V1.1.pdf">https://portal.iitb.ac.in/vrp/ERP_SRM_UserManuals/SRM-004_Two%20Envelope_Vendor_Bid_Response_ZLT2_EUT_V1.1.pdf</a></p> <p>Click on the following link for E-tender : <a href="https://ep.iitb.in/irj/portal">https://ep.iitb.in/irj/portal</a></p>



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

	Click on the following link for E-tender : <a href="https://ep.iitb.ac.in/irj/portal">https://ep.iitb.ac.in/irj/portal</a>
1.4	It is also mandatory for the bidders to be registered on Central Public Procurement Portal. (CPPP)
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	<p><b>Digital Signature:</b></p> <p><b>1.6.1</b> 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><b>1.6.2</b> Class III Digital signature certificate should be combined of (Signature + Encryption)</p> <p><b>1.6.3</b> Bidder is responsible for ensuring the validity of digital signature and it's proper usage by their employee.</p> <p><b>1.6.4</b> The bid including all uploaded documents shall be digitally signed by duly authorised representative of the bidding company.</p>
1.7	Bidder should upload documents in PDF format.
1.8	<p><b>Indian Agents and OEMs:</b></p> <p><b>1.8.1</b> It is mandatory for all Indian Agents to submit copy of Indian Agent Agreement / Authorisation letter from OEM / OEMs along with tender.</p> <p><b>1.8.2</b> 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. In case offers are received both from manufacturers as well as from their authroised agent, offers from their manufacturers only shall be considered.</p> <p><b>1.8.3</b> 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.</p> <p><b>1.8.4</b> 100% Subsidiary firm of foreign company in India cannot bid through Indian Agent/Distributor.</p> <p><b>1.8.5</b> 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.</p>
1.9	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.
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	In case of Import supplies, bidder has to mention the ' <b>Nearest International Airport/ Port of Shipment</b> '.
1.12	It is mandatory for bidders to specify the delivery period, otherwise standard delivery period will be



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

	considered from the date of issue of purchase order.
1.13	IIT Bombay discourages High Sea Sale purchase. All bids with High Sea Sale may be rejected.
1.14	Fax/E-mail/Telephonic offers will not be accepted.
1.15	Annexure-IV should be submitted by domestic suppliers.
<b>2.</b>	<b>COST OF BIDDING</b>
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.
<b>3.</b>	<b>VALIDITY OF THE OFFER</b>
3.1	180 Days from the date of opening of the Technical bid.
<b>4.</b>	<b>AMENDMENT OF BIDDING DOCUMENTS</b>
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 <a href="http://www.iitb.ac.in/en/tenders">http://www.iitb.ac.in/en/tenders</a> OR <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a> . and will not be published in newspapers.
<b>5.</b>	<b>RFx OPENING PROCESS</b>
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 subsequent with prior intimation to qualified bidders.
<b>6.</b>	<b>MODIFICATION OF BIDS</b>
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.
<b>7.</b>	<b>DEADLINE FOR SUBMISSION OF BIDS</b>
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.
<b>8.</b>	<b>EXTENSION OF BID SUBMISSION DATE</b>
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.
<b>9.</b>	<b>EVALUATION</b>



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

9.1	All the RFx shall be evaluated on the basis of final landed cost 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 & subsequent instructions of Ministry. Accordingly, preference will be given 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 <a href="mailto:local.purchase@iitb.ac.in">local.purchase@iitb.ac.in</a> / <a href="mailto:drmm@iitb.ac.in">drmm@iitb.ac.in</a> for verification of online bid.
9.4	<p>Competent Authority will evaluate all the proposals to determine whether these are complete in all respects as specified in the tender document. Evaluation of the proposals shall be done in two stages as-</p> <p><b>a) Stage-I : Stage - I (Technical Evaluation &amp; Determination of Base price):</b></p> <p>i. The RFP response file will be reviewed by the purchase committee. All criteria based on which scores are given should be supported by self-attested supporting documents. For example, copies of any technical certifications, POs, financial statements etc should be given as required for eligibility and technical scoring. The file should be divided into neatly marked sections, and an index should be provided to find the documents. The completeness and clarity of the submitted file will be evaluated according to the score given below.</p> <p>ii. During technical evaluation Bidders should come for technical presentations about their knowledge of HP-Aruba 7240XM Wireless Controller, starting from the basics, to actual presentation of controller functionalities and capabilities (e.g. show screens, explain controller configurations and show demo of configurations). The presenters should be ready to answer technical questions based on the presentations, and also in general any questions related to the technologies used in the current IITB Wireless Network. Presentations should be made of employees of the bidders only. (Technical committee will inform date and time for technical presentation after bid submission)</p> <p>iii. Each bidder will be scored based on the technical score sheet that is provided as part of this document.</p> <p>iv. After technical evaluation of the performance parameters offered, support structures, and references from existing clients, CC will shortlist a group of bidders. Subsequent to this, the shortlisted technically qualified bidders will be required to participate in the commercial bidding phase.</p> <p>v. Base price for Reverse auction will be determined from these price bids submitted in SRM portal. The all technically qualified scorers will be allowed to participate in reverse auction.</p> <p>vi. The technical scores after evaluation of technical bid(s) will not be revealed to anyone and will be submitted 2 hours before the commercial evaluation (through reverse auction) to Additional Registrar (MM), IIT Bombay in the sealed envelope.</p> <p><b>b) Stage-I : Stage - II (Financial Evaluation with Reverse Auction):</b></p> <p>i. The financial bidding will be in the form of electronic reverse auction. The details of the financial bidding phase will be announced to the short-listed bidder(s) at a later date.</p>
9.5	<b>Commercial Evaluation of Bids:</b>



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

The marks for the commercial score of a particular bidder are computed as follows:

**Ti**      **Technical score of ith Bidder**

**T0**      Highest Technical Score

**Co**      **Lowest Commercial Bid as per Reverse Auction**

**Ci**      **Commercial bid of ith Bidder as per Reverse Auction**

**Technical score 70 % weightage**

Commercial      30% weightage

**Technical Commercial Formula to Calculate Lowest Bidder with Highest Technical Score**

$$= 0.7*(Ti/T0*100)+ 0.3*(Co/Ci*100)$$

**Where, Bidder Price is in lakhs, and Lowest Price is the lowest price bid received among eligible bidders. Lowest Bidder with Highest Technical Score can be in fraction so authority will consider entire number to get the Lowest bidder.**

**Minimum Technical Scores should be 175.**

**Techno-Commercial Scoring of Bidder**

Sr No.	<i>Description</i>	<i>Max Score</i>
<b>Technical Bid Evaluation</b>		
1	Bidder profile: Bidder should submit supporting all documents. Reputation, experience and expertise in the desired service evaluated using criteria such as:	
	Bidder experience in deploying Aruba Controller based WiFi networks anywhere in India in the last five years	40
	Total Number of Aruba WiFi controller supplied	20
	Number of Level 3 Aruba Certified Engineers	30
	Number of Level 2 Aruba Certified Engineers	30
	Experience with more than 100 Wifi APs Annual Maintenance Contract	40
2.	Clarity and quality of the RFP response document (whether all claims are supported by proper documentation, file is numbered and indexed properly and documentation can be easily found, etc). Submission of irrelevant and unindexed documents will attract low weightage	
	Indexing	20
	Sequencing	10
	Documentation as per RFP	20
3.	Content and Quality of presentation made at IIT Bombay to Purchase Committee, and of Q&A session.	



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

	1. Current WiFi technology available in market	50
	2. Future WiFi development and growth support	50
	3. WiFi implementation strategy for IITB (future support map)	40
	<b>Technical Bid Total Score</b>	<b>350</b>
<b>Commercial bid Evaluation</b>		
4.	<b>Price Evaluation</b>	<b>As per above formula</b>

**10.(A) PRICE BID (FOR IMPORT SUPPLIES)**

10.(A).1 It is mandatory to quote price in **FCA (Nearest International Airport) / FOB (Nearest International Port of Shipment)** basis only in the bidding engine.

10.(A).2 The quantity mentioned in the tender can be increased or decreased to any extent depending upon the actual requirement.

10.(A).3 Prices should be quoted net of discount and exclusive of taxes by the bidders.

10.(A).4 **Bidders should select G0 (G zero) Tax Code for imported items.**

**10.(B) PRICE BID (FOR INDIGENOUS SUPPLIES)**

10.(B).1 Price quoted should be in Indian Rupees, free delivery at IIT Bombay Campus at site. (DDP)

10.(B).2 The quantity mentioned in the tender can be increased or decreased to any extent depending upon the actual requirement.

10.(B).3 Prices should be quoted net of discount and exclusive of taxes by the bidders.

10.(B).4 Bidders should select relevant Tax Code for Indigenous items. (If bidders select wrong tax code while bidding then IIT Bombay shall correct it 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.(B). Price bid will be opened of all technically qualified scorers in SRM Portal. Base price for Reverse auction will be determined from these price bids. The all technically qualified scorer will be allowed to participate in reverse auction.

**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





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

	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	In place of EMD , Bidders have to submit an <b>Undertaking for BID security/NSIC/MSME certificate</b> , mandatory in enclosed Format 1.
<b>13.</b>	<b>PERFORMANCE GUARANTEE</b>
13.1	Performance Guarantee Bond is mandatory.
13.2	Successful tenderer/ bidder should submit performance guarantee as prescribed above to be sent to Additional Registrar, Materials Management Division, IIT Bombay along with order acknowledgment. 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/ Scheduled Commercial Banks (whether situated at Mumbai or outstation) with a clause to enforce the same on their local branch of 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 .
<b>14.</b>	<b>FURNISHING FRAUDULENT INFORMATION/ DOCUMENT</b>
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.
<b>15.</b>	<b>CONFIDENTIAL INFORMATION</b>
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 .
<b>16.</b>	<b>REASONABILITY OF PRICE</b>
16.1	Price quoted shall be the best competitive/minimum price applicable for a premier Educational and



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

	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.
<b>17</b>	<b>INSTRUCTIONS TO THE BIDDERS OF COUNTRIES WHICH SHARE LAND BORDER WITH INDIA</b>
17.1	Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT).
17.2	"Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company , including any member of a consortium or joint venture (that is an association of several persons, or firms or companies) , every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.
17.3	"Bidder from a country which shares a land border with India" means: - a. An entity incorporated, established, or registered in such a country; or b. A subsidiary of an entity incorporated, established, or registered in such a country; or c. An entity substantially controlled through entities incorporated, established, or registered in such a country; or d. An entity whose <i>beneficial owner</i> is situated in such a country; or e. An Indian (or other) agent of such an entity; or f. A natural person who is a citizen of such a country; or g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
17.4	The beneficial owner for the purpose of point no. 18.3(d) above will be as under:  1. In case of a company or Limited Liability Partnership , the beneficial owner is the natural person(s), who , whether acting alone or together , or through one or more juridical person, has a controlling ownership interest or who exercises control through other means . Explanation- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company. b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.  2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals; 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official. 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author



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

	of the trust, the trustee , the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership
17.5	An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
17.6	In case of tenders for Works contracts, including Turnkey contracts, The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority .
17.7	In this regard, procurement of spare parts and other essential service support like Annual Maintenance Contract (AMC)/ Comprehensive Maintenance Contract (CMC), including consumables for closed systems from Original Equipment Manufacturers (OEMs) or their authorised agents, shall be exempted from the requirement of registration as mandated under Rule of GFR and Public Procurement orders issued in this regard.



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

**SECTION 3 : CONDITIONS OF CONTRACT**

<b>1.</b>	<b>AWARD OF CONTRACT</b>
1.1	Subject to clause 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	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.
<b>2.</b>	<b>DUTIES AND TAXES</b>
2.1	<b>For Import Supplies</b> – As per Govt. of India Notification No. 51/96 Custom dtd. 23rd July 1996,(Substituted under Notification No.43/2017 dtd.30th June 2017) Concessional Custom Duty 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 enable you to clear the goods. 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. The Custom Duty Exemption Certificate will not be provided if quoted in Indian currency.
2.2	<b>For Indigenous Supplies</b> – 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 <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.
<b>3.</b>	<b>PRE- INSTALLATION</b>
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.
<b>4.</b>	<b>INSTALLATION</b>
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.
<b>5.</b>	<b>TRAINING</b>
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.
<b>6 (A)</b>	<b>TERMS OF PAYMENT (FOR IMPORT SUPPLIES)</b>



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

6 (A).1	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.
6 (A).2	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>6 (B)</b>	<b>TERMS OF PAYMENT (FOR INDIGENOUS SUPPLIES):</b>
6 (B).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 (B).2	For Annual Maintenance Contract “Payment on six monthly basis in equal installments subject to their satisfactory performance to be certified by Indentor/User.”
6 (B).3	Payment shall be made by NEFT/ RTGS or such other mode / electronic fund transfer offered by the Bank.
6 (B).4	IIT Bombay does not make advance payment to suppliers. Any request of Advance payment will be summarily rejected.
<b>7.</b>	<b>LEGAL MATTER</b>
7.1	All Domestic and International disputes are subject to Mumbai jurisdiction only.
<b>8.</b>	<b>TRANSFER AND SUBLETTING</b>
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.
<b>9.</b>	<b>FORCE MAJEURE</b>
9.1	Force Majeure will be accepted on adequate proof thereof.
<b>10.</b>	<b>PENALTY/ LIQUIDATED DAMAGES</b>
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.
<b>11.</b>	<b>SPECIFICATIONS AND SAMPLES</b>



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

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.
<b>12.</b>	<b>SUPERVISION OF ERECTION AND COMMISSIONING</b>
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.
<b>13.</b>	<b>SPECIAL TERMS &amp; CONDITIONS</b>
13.1	Bidders should quote for the products and models specified in the Bill of Materials (technical specification table) with service level agreement as mentioned above.
13.2	Bidders should submit MAF (Manufacturer Authorization Form) with their bid.
13.3	Bidders have to be awarded by Aruba as one of their certified partners and bidders also have to produce such certificates.
13.4	The bidder should attach a compliance sheet with each of the specification and reference documents with proof of compliance.
13.5	If any of the equipment that is to be replaced and is not in production anymore, the bidder should replace that with an equivalent model which is compatible with the existing controllers.
13.6	An undertaking of acceptance of the above terms & conditions should be given by the bidder with technical bid on their letterhead.
13.7	Bidders should provide proof of complete OEM support documents during entire contract period.
13.8	Successful bidder needs to submit a copy of an agreement signed between bidder and OEM in respect of this comprehensive warranty.
13.9	Indenter reserves the right to blacklist a bidder for reasons such as unsatisfactory service by the awarded bidder, bidder no longer meeting eligibility criteria, frequent failures of the controller, end of OEM support for the controller, or any other such reason.
13.10	We reserve the right to reject the quotation, who violates these conditions and reserve the right to cancel the tender at any time.



**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	

**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.	
9	CPPP Email ID	



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

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

<b>Sr. No.</b>	<b>Question</b>	<b>Response</b>
1.	Whether all the terms and conditions of the NIT document have been complied. <b>Compliance (Yes/No)</b>	
2.	Whether all the items specified in the technical specification has been compiled and have been quoted in the bidding engine. <b>Compliance (Yes/No)</b>	
3.	Confirm that you have read all the instructions carefully and have complied with the instructions accordingly. <b>Compliance (Yes/No)</b>	
4.	In case bidder does not manufacture goods offers to supply have submitted Manufacturer's Authorisation letter. <b>Compliance(Yes/No)</b>	
5.	Mention Delivery period	
6.	Mention Warranty of the material	
7.	Mention HSN/SAC code of the material	
8.	In case of import supplies whether you have mentioned nearest international port of shipment in the technical bid (if not applicable please mention 'NIL').	

Signature and Seal of the Manufacturer / Bidder

\_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_





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

**ANNEXURE III – CERTIFICATE OF COMPLIANCE**  
(To be given on Company Letter Head)

Date: \_\_\_\_\_

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

Sub: Certificate of Compliance

Tender Reference No: \_\_\_\_\_

Name of Tender : \_\_\_\_\_

We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. We declare that our company is not from such a country or, if from such a country, has been registered with the Competent Authority. We hereby certify that all requirements in this regard are fulfilled and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]

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



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

**ANNEXURE IV – 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.

The bidders cannot claim services such as transportation, insurance, installation, commissioning , training and after sales service support like AMC/CMC etc as local value addition.

“\**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)