



# INDIAN INSTITUTE OF TECHNOLOGY BOMBAY

Purchase Requisition Number: 100023849

To,  
ONETIME IMPORT  
ONETIMEI

ONETIMEI  
Maharashtra India

**Sealed Tenders are invited from prospective bidders as per Section IV - Schedule of Requirements and compliance of Indian Institute of Technology Bombay.**

## Section - I : Invitation of the Bid

Tender(RFQ) No.:	3600002478		
Tender Date:	08.06.2022		
Tender Category:	Goods		
Tender Type:	OPEN (ADVT.)		
Number of Covers:	TWO BID		
Cover Information / Submission of Bid			
Covers No	Cover Type	Description	Document Type
1.	Technical	Technical Specification, Tender Document, EMD , Schedule of Requirement and Compliance, Bidders Information/ Indian Agent Information. (Integrity Pact for more than Rs. 2 Crores.). Previous Supply Order Format for more than Rs.25 Lakhs.	.pdf
2.	Financial	Financial Bid	.pdf
<p>Two Bid System :</p> <p>The Two bid system will be followed for this tender. In this system bidder must submit their offer in separate sealed envelopes as – Technical Bid and Commercial Bid.</p> <p>Separate technical bid and commercial bid envelopes should be clearly marked as "Envelope No. 1 - Technical Bid" and "Envelope No. 2 - Commercial Bid".</p> <p>Both these sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed with our Tender No. &amp; Due Date and to be submitted to the concern department/section mentioned in tender document.</p> <p>Note: The technical offer should not contain any price information. If the price quoted is submitted in technical bid the tender will be rejected at the sole discretion of IIT Bombay.</p> <p>Initially Technical Bids will be opened and evaluated by the purchase committee. Commercial bids of only Technically qualified bidders will be opened later.</p> <p>Contract/ Purchase Order will be awarded to the lowest bidder(L1) among them.</p>			
Form of Contract:	BUY		
Tender Fee Details (INR): Payable to: Payable at:	0.00 The Registrar, IIT Bombay Mumbai		
EMD Fee Details ( In the form of Bank Guarantee )			



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EMD Fee Details: Payable to: Payable at:	0.00 The Registrar, IIT Bombay Mumbai
Bid validity (Days):	180 days
Period of Work/ Delivery Period (Days):	30 days
Pre Bid Meeting Date & Time:	
Pre Bid Meeting Place & Address:	
Contract Type:	Tender
Delivery Location:	MATERIAL MANAGEMNET DEVISION,IITB, POWAI, MUM-76
Pin Code:	400076
Bid Submission End Date & Time of submission	29.06.2022 01:00:00 PM
Place of Submission of Bid	MATERIAL MANAGEMNET DEVISION , IITB, POWAI,
Bid Opening Date & Time:	29.06.2022 03:00:00 PM
Bid Opening Place:	MATERIAL MANAGEMNET DEVISION , IITB, POWAI,
Technical Clarification:	Name : PROF. DINESH KABRA Dept.: DEPARTMENT OF PHYSICS, IIT BOMBAY E-mail: dkabra@phy.iitb.ac.in Contact Number: 022-25767589
Tender Inviting Authority:	Name: ASSISTANT REGISTRAR(MM) Address: MATERIAL MANAGEMNET DEVISION , IITB, POWAI, MUMBAI- 76

## Other Terms and Conditions ( Pre-qualification, Warranty etc. if any ):

- A. Documents to be submitted along with technical bid(mandatory) 1. Submit "Undertaking for Bid Security" in lieu of EMD.
2. Submit all Annexures duly filled.
  3. Submit Manufacturer authorization certificate.
  4. Submit Integrity pact as per attached format.
- B. Detailed technical specifications sheet is attached.



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**Signing Authority: ASSISTANT REGISTRAR(MM)**



## **Section II : Instructions to Bidder**

### 1. Preparation and Submission of offers :

- i. The Quotation **MUST BE ENCLOSED IN A SEALED ENVELOPE** superscribing Tender number and due date & should reach the undersigned on or before the due date and time mentioned in the tender notice. If the quotation envelope is not sealed, it will be rejected.
- ii. Tender should be dropped in the tender box kept in the office of concerned Department / Section. Tender should not to be handed over to our staff personally unless otherwise specified. All communications are to be addressed to the undersigned only. In case due date happens to be holiday the tender will be accepted and opened on the next working day.
- iii. The bid can be submitted in person or through post/ courier (IIT Bombay shall not be held responsible for any postal delays or any other reason for not submitting the bid in the specified time and resulting in disqualification / rejection of any bid) so as to reach on or before the due date and time specified in the tender document.
- iv. The leaflets catalogue, etc. should be sent invariably so that a proper evaluation of the equipment offered is possible.
- v. 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.
- vi. 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 tender for the same item/product.
- vii. IIT Bombay discourages High Sea Sale purchase. All tenders with High Sea Sale may be rejected.
- viii. **It is mandatory for all Indian Agents to submit copy of Indian Agent Agreement / Authorisation letter from OEM / OEMs along with tender.**
- ix. It is mandatory for Indian Agents , Indian subsidiaries and Indigenous bidders to have GSTN Registration No. and should submit duly filled Bidders Information along with the tender document.
- xi. It is mandatory for vendors to register applying for the tender.  
For registration kindly visit Vendor registration portal link <https://portal.iitb.ac.in/vrp/index.jsp>

### 2. Cost of Bidding:

- i. The Bidder shall bear all costs associated with the preparation and submission of its Bid and the Purchaser shall not be held responsible or liable for those costs incurred regardless of the conduct or outcome of the bidding process.

### 3. Validity of the Bid:

- i. 180 Days from the last date of submission of bid.

### 4. Amendments to Tender Document :

- i. 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 sought by a prospective BIDDER may modify the bid document by issuing necessary corrigendum.
- ii. All prospective BIDDERS who have downloaded the tender document are requested to visit IIT Bombay website for any amendments / modifications and make a note of the same, which will be binding on them.

### 5. Deadline for Submission of Bids :

- i. Bids must be received by IIT Bombay before the due date and time at the address specified in the tender document. In the event of the specified date for the submission of bids being declared as a holiday for IIT Bombay the bid-closing deadline will stand extended to the next working day up to the same time without any further notice.

### 6. Bid Opening Process:

- i. In case of one bid system, technical & financial bid will be opened simultaneously in the presence of representatives of the bidders at IIT Bombay.



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- ii. In case of two bid system, The Technical Bid will be opened in the first instance in the presence of Dept. Technical Evaluation Committee(TEC)/MMD, representatives of the bidders at IIT Bombay.
- iii. Financial bids of only those bidders, whose bids are found technically qualified, by the Technical Evaluation Committee, will be opened in the presence of the Dept. Technical Evaluation Committee(TEC)/MMD vendor's representatives subsequently at a later date for further evaluation. Date and Time of financial bid opening shall be intimated to technically qualified bidders only.
- iv. One authorized representative of each of the bidder would be permitted to be present at the time of opening of the bids.
- v. The authorized representative of bidders, present at the time of opening of the bids shall be required to sign an attendance register as a proof of having attended the Technical/Commercial bid opening session.

## 7. Late Bids :

- i. IIT Bombay will not be responsible:
  - a) For delayed / late quotations submitted / sent by post / courier etc.
  - b) For submission / delivery of bids/quotations at the wrong places other than the mentioned in the tender.
  - c) Any bid inadvertently received by IIT Bombay after the deadline i.e. after due date & time for submission of bids, will not be accepted and returned unopened to the BIDDER, without any prejudice by hand/speed post/courier services.

## 8. Supplementary offer /Modification of Original Bid:

- i. BIDDER desirous to modify their offer/terms may submit their revised / supplementary offer (s) within the extended Tender Opening Date (TOD) by clearly stating to the extent of updation done to the original offer. The purchaser reserves the right to open the original offer along with the revised offer.

## 9. Confidentiality:

- i. Information relating to the evaluation of bids, and recommendation of Contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders. On completion of Technical Evaluation by the Committee, Vendors whose offer do not meet with the users Technical Specification will be restricted to participate in commercial bid opening process. Information regarding the criteria for disqualification of the tender would be communicated to the bidder in writing.
- ii. Any attempt by a Bidder to influence the Purchaser in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.
- iii. Notwithstanding, from the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it shall do so in writing.

## 10. Deviation, Reservations and Omissions:

- i. During the evaluation of Bids, the following definitions apply:
  - (a) "Deviation" is a departure from the requirement specified in the Tender Documents;
  - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Documents; and
  - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Tender Documents.

## 11. Correction of Arithmetical Errors:

- i. Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
  - (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;



(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

- ii. Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with the same, shall result in the rejection of the Bid.

## 12. Evaluation of Bid:

- i. IIT Bombay will evaluate technical and commercial acceptable offers on landed net Price basis.
- ii. In case any BIDDER is silent on any clauses mentioned in this tender documents, IIT Bombay shall construed that the BIDDER had accepted the clauses as per the invitation to tender no further claim will be entertained.
- iii. No revision in the terms and conditions quoted in the offer will be entertained after the last date and time fixed for receipt of tenders.

## 13. Price Bid:

- i. Quoting of Price (s) : **It is mandatory to quote price in FOB/FCA basis only.**
- ii. If the bidder wish to quote in DDP ,then may be provided separately with cost breakup.
- iii. **PRICE BID must be submitted in enclosed Price Bid Form only.**
- iv. If the price is not quoted in Price Bid Form provided in the tender document then, IIT Bombay will reject bid.
- v. If the bidder wish to give pricing details, may be attached in separate sheet. It is mandatory to quote optional items in separate sheet otherwise your quote will be rejected.
- vi. In case of Multiple options of same product, bidders are requested to quote only one best option and not multiple options.
- vii. Quantity : The quantity mentioned in the tender can be increased or decreased to any extent depending upon the actual requirement.
- viii. It is mandatory to quote optional items in separate sheet otherwise your quote will be rejected.

## 14. Corrupt & Fraudulent Practices:

- i. IIT Bombay requires that bidders, suppliers, contractors and consultants, if any, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy,
  - (a) The terms set forth below are defined as follows:
    1. "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of in kind/value to influence the action of a public official in the procurement process or in contract execution;
    2. "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
    3. "Collusive practice" means a scheme or arrangement between two or more bidders, designed to establish bid prices at artificial, non- competitive levels; and
    4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
  - (b) IIT Bombay will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

## 15. Communication for Non-participation of Tenders :

- i. For registered vendors with IIT Bombay, in case you choose not to participate in the tender process a regret letter by way of fax/letter/email may be submitted before the due date duly superscribing "Regret" and tender No.

## 16. Cancellation of Tender :



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- i. Notwithstanding anything specified in this tender document, Purchaser / IIT Bombay in his sole discretion, unconditionally and without assigning any reasons, reserves the rights:
  - (a) To accept OR reject lowest tender or any other tender or all the tenders.
  - (b) To accept any tender in full or in part.
  - (c) To reject the tender offer not confirming to the tenders terms.
- ii. IIT Bombay will give purchase preference to Public Sector undertakings when applicable as per Govt. Policy/ Guidelines.
- iii. Offer which deviates from the vital conditions (as illustrates below) of the tender shall be rejected:
  - (a) Non-submission of complete offers as mentioned in the tender document,
  - (b) Receipt of offers after due date and time and or by email / fax (unless specified otherwise).
  - (c) Receipt of offers in open condition.
  - (d) Conditional Tenders and Unsigned Tenders will also be rejected.

## 17. Delivery:

- i. The successful BIDDER should deliver the material as per tender document/purchase order. **The successful bidder should emboss stickers of purchase order number on the material to be delivered.**



## Section III : Conditions of Contract

### 1. Award of Contract:

- i. IIT Bombay shall award the contract to the technically qualified eligible BIDDER whose bid has been determined as the lowest evaluated commercial bid.
- ii. If more than one BIDDER happens to quote the same lowest price, IIT Bombay reserves the right to award the contract to more than one BIDDER or any BIDDER.

### 2. Prices:

- i. **As per Govt. of India Notification No. 51/96 Custom dtd. 23rd July 1996, IIT Bombay is exempted from Custom duty and IGST(substituted under Notification No. 43/2017 dtd. 30th June 2017) for all research equipment.** We shall provide all the documents under this notification to enable you to clear the goods without payment of Custom duty, whenever required. Please state clearly that this certificate is required.
- ii. The supplier shall pay and bear all other liabilities, taxes and duties not specifically agreed by the Purchaser in the contract.

### 3. Pre-installation:

- i. 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:

- i. 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.
- ii. 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:

- i. The BIDDER shall submit training proposal for the operation and maintenance to the personnel of IIT Bombay on the offered equipment/machinery.
- ii. Wherever needed, our technical persons should be trained by the supplier at the project site free of cost. In case the person is to be trained at supplier's site abroad or in India it should be mentioned in the quotation clearly. The supplier should bear all the expenses for such training including 'to & fro' fares and lodging & boarding charges.

### 6. Terms of Payment:

- i. 100% Payment by Letter of Credit (90% payment will be released on receipt of documents without any discrepancies and balance 10% will be paid after satisfactory installation and commissioning). IIT Bombay do not pay any advance payment to party . Any request of Advance payment will be rejected summarily.
- ii. Any request for change in payment terms and conditions will not be accepted. In case, if it is necessary to change payment terms and conditions then IIT Bombay will not pay any additional charges. If the above payment terms conditions are not acceptable then tender will be rejected.

### 7. Legal Matter:

- i. All Domestic and International disputes are subject to Mumbai jurisdiction only.

### 8. Transfer and Subletting :





- i. The seller shall not sublet, transfer, assign or otherwise part with the acceptance to the tender or any part thereof, either directly or indirectly, without the prior written permission of the Purchaser.

9. Force Majeure :

- i. Force Majeure will be accepted on adequate proof thereof.

10. Penalty/ Liquidated Damages :

- i. Timely delivery is essence of the contract and hence if any consignment be delayed, liquidated damages at the rate 0.5% of the price of the delayed consignment, for each week or part whereof shall be levied and recovered subject to maximum of 10% of total purchase order value.
- ii. IIT Bombay reserves the right to cancel the order in case the delay is more than 10 weeks. Penalties if any will be recovered by forfeiting PBG at vendor's cost and risks.

11. Specification and Samples :

- i. The suppliers shall supply the stores in accordance with the specifications/ descriptions of stores given in the acceptance of tender. The Purchaser reserved the rights to alter the description of stores including drawings given in the acceptance of tender. In the event any such alteration result in any implication to the deliver and price, such implication shall be mutually agreed between the Purchaser and supplier. In case certified sample has been issued by the Purchaser and the Specifications / Drawings also exist in the acceptance of tender then the certified sample will govern the supply to the extent of material, workmanship and finished product.

12. Supervision of Erection and Commissioning :

- i. 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. EARNEST MONEY DEPOSIT (GFR 2017 Rule 170):

- i. Earnest Money Deposit is mandatory to be enclosed in the tender.
- ii. While submitting bid, the BIDDER shall deposit an amount mentioned in tender document as Earnest Money, with the IIT Bombay through the following instruments:
- iii. A confirmed Bank Guarantee by an Indian Nationalized Bank promising payment of the guaranteed sum to the BUYER without any demur whatsoever and without seeking any reasons whatsoever.
- iv. The Earnest Money shall be valid upto a period of 180 days or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER whichever is later.
- v. No interest shall be payable by the BUYER to the BIDDER on Earnest Money for the period of its currency.
- vi. If successful bidder fails to submit the Performance Guarantee Bond within 15 days from the date of placing of Purchase Order then purchase order will be canceled and EMD will be forfeited.
- vii. If there is any difficulty in submitting Bank Guarantee then Demand draft can be submitted in the favour of 'The Registrar, IIT Bombay' payable at Mumbai.
- viii. Return of EMD: In case of successful BIDDER, EMD in the form of Bank guarantee will be returned within 30 days from the date of submission of Performance Guarantee Bond.
- ix. For unsuccessful bidder, Bank Guarantee will be returned within 30 days from the date of placing the Purchase Order.
- x. In case of Demand Draft, amount of EMD will be returned within 60 days from the date of placing the purchase order.
- xi. EMD Exemption against NSIC/MSME and KVIC certificate is applicable only for Indigeneous supplies.

14. Performance Guarantee (GFR 2017 Rule 171):

- i. Performance Guarantee Bond is mandatory.



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- ii. Successful tenderer/ bidder should submit performance guarantee as prescribed above to be sent to Joint Registrar, Materials Management Division, IIT Bombay on or before 15 days from the due date of issue of order acknowledgment. The PGB to be furnished in the form of bank guarantee as per proforma or annexure of the tender documents, for an amount covering 3 % of the purchase order value.
- iii. The Performance Guarantee should be established in favour of "The Registrar, IIT Bombay".
- iv. PBG to be established through any of the National Banks (whether situated at Mumbai or outstation) with a clause to enforced the same on their local branch of Mumbai or any scheduled bank (other than national bank) situated at Mumbai. Bonds issued by co-operative banks will not be accepted.
- v. Performance Guarantee Bond shall be for the due and faithfully performance of the contract and shall remain binding, notwithstanding such variations, alterations for extensions of time as may be made, given, conceded or agreed to between the successful tenderer and the purchaser under the terms & conditions of acceptance to the tender.
- vi. 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.
- vii. The PBG shall be kept valid during the period of contract and shall continue to be enforceable for a period of one year/two years (as mentioned in the tender document) or upto warranty period whichever is later from the date of order acknowledge. In case PBG needs extensions upto warranty period then supplier shall initiate extensions to PBG one month prior to expiry of PBG.
- viii. For successful suppliers, if PBG is not submitted within 15 days from the date of Order Acknowledgement, then the Purchase Order will be cancelled with forfeiting of EMD.
- ix. No interest shall be payable by the buyer to the Bidder on PBG.



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## FORMAT FOR PERFORMANCE GUARANTEE BOND

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred) (TO BE ESTABLISHED THROUGH ANY OF THE NATIONAL BANKS (WHETHER SITUATED AT MUMBAI OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT MUMBAI OR ANY SCHEDULED BANK SITUATED AT MUMBAI.).

To,  
Registrar,  
Indian Institute of Technology Bombay  
Powai, Mumbai - 400 076.

### LETTER OF GUARANTEE

WHEREAS Indian Institute of Technology Bombay (Buyer) have invited Tenders vide Tender No..... Dt. .... for purchase of ..... AND WHEREAS the said tender document requires that any eligible successful tenderer (seller) wishing to supply the equipment / machinery,etc. in response thereto shall establish an irrevocable Performance Guarantee Bond in favour of "Registrar, Indian Institute of Technology Bombay" in the form of Bank Guarantee for Rs ..... (5% (five percent) of the purchase value) and valid till one year or upto warranty period whichever is later from the date of issue of Performance Guarantee Bond may be submitted within (Fifteen)15 days from the date of Order Acknowledgement as a successful bidder.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said tenderer (seller) failing to abide by any of the conditions referred in tender document / purchase order / performance of the equipment / machinery, etc. this Bank shall pay to Indian Institute of Technology Bombay on demand and without protest or demur Rs ..... (Rupees.....).

This Bank further agrees that the decision of Indian Institute of Technology Bombay (Buyer) as to whether the said Tenderer (Seller) has committed a breach of any of the conditions referred in tender document / purchase order shall be final and binding.

We, ..... (name of the Bank & branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the Tenderer (Seller) and/ or Indian Institute of Technology Bombay(Buyer).

### Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs. .... (Indian Rupees ..... only).
2. This Bank Guarantee shall be valid up to .....(date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if IIT Bombay serve upon us a written claim or demand on or before .....(date).

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at ..... situated at ..... (Address of local branch).

Yours truly,

Signature and seal of the guarantor:

Name of Bank:

Address:

Date:

**Instruction to Bank:** Bank should note that on expiry of Bond Period, the Original Bond will not be returned to the Bank. Bank is requested to take appropriate necessary action on or after expiry of bond period.



**(to be printed on Supplier's letterhead)  
INTEGRITY PACT**

## **General**

This pre-bid pre-contract Agreement hereinafter called the Integrity Pact is made on ..... day of the month of ....., between, on one hand, the President of India acting through Joint Registrar, Materials Management Division of Indian Institute of Technology, Bombay hereinafter called the "BUYER" of the First Part and M/s..... represented by Shri ..... , Director /Chief Executive Officer/ General Manager hereinafter called the "BIDDER/Seller" of the Second Part.

WHEREAS the BUYER proposes to procure .....  
(Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and  
WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Autonomous Body/Department of the Government of India performing its functions on behalf of the President of India.

NOW, THEREFORE, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-Enabling the BUYER to obtain the desired said stores / equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures. The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

## **Commitments of the BUYER**

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.
  - 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
  - 1.3 All the officials of the Buyer will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official (s) is reported by the BIDDER to the BUYER, with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

## **Commitments of BIDDERS :**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
  - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, consideration, gift, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
  - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission



,fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.

- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents / brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/ authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER, or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.  
The term relative for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### 4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India, that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### 5. EARNEST MONEY DEPOSIT (GFR 2017 Rule 170):

- 5.1 **Earnest Money Deposit is mandatory to be enclosed in the tender.**
- 5.2 While submitting bid, the BIDDER shall deposit an amount mentioned in tender document as Earnest Money, with the IIT Bombay through the following instruments:
- 5.3 A confirmed Bank Guarantee by an Indian Nationalized Bank promising payment of the guaranteed sum to the BUYER without any demur whatsoever and without seeking any reasons whatsoever.



- 5.4 The Earnest Money shall be valid upto a period of 180 days or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER whichever is later.
- 5.5 No interest shall be payable by the BUYER to the BIDDER on Earnest Money for the period of its currency.
- 5.6 If successful bidder fails to submit the Performance Guarantee Bond within 15 days from the date of placing of Purchase Order then purchase order will be canceled and EMD will be forfeited.
- 5.7 If there is any difficulty in submitting Bank Guarantee then Demand draft can be submitted in the favour of 'The Registrar, IIT Bombay' payable at Mumbai.
- 5.8 Return of EMD: In case of successful BIDDER, EMD in the form of Bank guarantee will be returned within 30 days from the date of submission of Performance Guarantee Bond.
- 5.9 For unsuccessful bidder, Bank Guarantee will be returned within 30 days from the date of placing the Purchase Order.
- 5.10 In case of Demand Draft, amount of EMD will be returned within 60 days from the date of placing the purchase order.
- 5.11 EMD exemption against NSIC/MSME and KVIC certificate is applicable only for indigenous supplies.

## 6. Performance Guarantee (GFR 2017 Rule 171):

- 6.1 Performance Guarantee Bond is mandatory.
- 6.2 Successful tenderer/ bidder should submit performance guarantee as prescribed above to be sent to Joint Registrar, Materials Management Division, IIT Bombay on or before 15 days from the due date of issue of order acknowledgment. The PGB to be furnished in the form of bank guarantee as per proforma or annexure of the tender documents, for an amount covering 3 % of the purchase order value.
- 6.3 The Performance Guarantee should be established in favour of "The Registrar, IIT Bombay".
- 6.4 PBG to be established through any of the National Banks (whether situated at Mumbai or outstation) with a clause to enforced the same on their local branch of Mumbai or any scheduled bank (other than national bank) situated at Mumbai. Bonds issued by co-operative banks will not be accepted.
- 6.5 Performance Guarantee Bond shall be for the due and faithfully performance of the contract and shall remain binding, notwithstanding such variations, alterations for extensions of time as may be made, given, conceded or agreed to between the successful tenderer and the purchaser under the terms & conditions of acceptance to the tender.
- 6.6 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.
- 6.7 The PBG shall be kept valid during the period of contract and shall continue to be enforceable for a period of two years (as mentioned in the tender document) or upto warranty period whichever is later from the date of order acknowledge. In case PBG needs extensions upto warranty period then supplier shall initiate extensions to PBG one month prior to expiry of PBG.
- 6.8 For successful suppliers, if PBG is not submitted within 15 days from the date of Order Acknowledgement, then the Purchase Order will be cancelled with forfeiting of EMD.

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

## 7. Sanctions for Violations

- 7.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
  - (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
  - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
  - (iii) To immediately cancel the contract, if already signed without giving any compensation to the BIDDER.





(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of two years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this pact by the BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

- 7.2 The BUYER will be entitled to take all or any of the actions mentioned at para 7.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act 1988 or any other statute enacted for prevention of corruption.
- 7.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

## 8. Fall Clause

- 8.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/ Department of the Government of India or PSU and if it is found at any stage that similar product/system or sub-system was supplied by the BIDDER to any other Ministry/Department of the Government of India or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## 9. Independent monitors

- 9.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission ( Chief Vigilance Officer ,Indian Institute of Technology, Bombay).
- 9.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 9.3 The Monitor shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.
- 9.4 Both the parties accept that the Monitor have the right to access all the documents relating to the project/procurement, including minutes of the meetings.
- 9.5 As soon as the Monitor notices, or believes to notice, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 9.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 9.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.



# INDIAN INSTITUTE OF TECHNOLOGY BOMBAY

Purchase Requisition Number: 1000023849

9.8 The Monitor will submit a written report to the designated Authority of BUYER/ Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## 10 Facilitation of Investigation

10.1 In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information & documents in English and shall extend all possible help for the purpose of such examination.

## 11 Law and Place of Jurisdiction

11.1 This Pact is subject to Indian Law. The place of performance and Jurisdiction is the Seat of the BUYER.

## 12 Other Legal Actions

12.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

## 13 Validity

13.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/ Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

14. The Parties hereby sign this Integrity Pact:

BUYER

BIDDER

Joint Registrar (MMD), IIT Bombay

Signature with seal

Date & Place:

Date & Place:

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

(Indenter)

2. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_





# INDIAN INSTITUTE OF TECHNOLOGY BOMBAY

Purchase Requisition Number: 1000023849

## Section IV - Schedule of Requirements and Compliance

Sr. No.	Item Description	Compliance (Yes/No)
10	Glove box with integrated thermal....  (Attached technical specification sheet)	
	Whether all the above items specified have been quoted in the PRICE BID.	



# INDIAN INSTITUTE OF TECHNOLOGY BOMBAY

Purchase Requisition Number: 100023849

## INDIAN AGENT'S INFORMATION

1.	Name of the Indian Agent	
2.	Address of the Indian Agent	
3.	Indian Agent's PAN No.	
4.	Indian Agent's GSTIN No.	
5.	State of GST Registration	
6.	E-mail	
7.	Contact Person's Name & Designation	
8.	Mobile No.	



# INDIAN INSTITUTE OF TECHNOLOGY BOMBAY

Purchase Requisition Number: 100023849

## Reasonability of Prices :

Please quote best minimum prices applicable for a premier Educational and Research Institution. The party must give details of at least two purchase orders identical or similar equipment, supplied to any IITs/Research Institutions/ other organisation as per below Format(to be enclosed in Technical Bid) along with the final price paid and details are mandatory.

### Previous Supply Orders

Name of the Firm \_\_\_\_\_

Order placed by (Full address of Purchaser)	Order No. and Date	Description and quantity of ordered equipment	Value of Order	Date of completion of delivery as per contract	Remarks indicating reasons for late delivery, if any and justification for price difference of their supply order & those quoted to us	Has the Equipment being installed satisfactorily (Attach a Certificate from the Purchaser/ Consigner)	Contact Person along with Telephone No., Fax No. and e-mail address.

Signature and Seal of the Manufacturer / Bidder \_\_\_\_\_

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

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



# INDIAN INSTITUTE OF TECHNOLOGY BOMBAY

Purchase Requisition Number: 1000023849

Section V - **PRICE BID**  
for Imported Supplies

Tender(RFQ) No.: 3600002478

Due Date & Time: 29.06.2022 01:00:00 PM

Sr. No.	Description of Item & Specification	HSN/SAC Code	Quantity in Units	*IGST %	Price Basis FOB/FCA	Total Bid Price
10	Glove box with integrated thermal....  (Attached technical specification sheet)		1 each			
	<b>Installation and commissioning charges</b> (if any, quote in INR)					
	<b>Agency Commission</b> (if any, quote in Percentage %)					
	<b>Other Charges</b> Please Specify Details					

Grand Total:

#HSN Code: Harmonised System of Nomenclature Code no. and #SAC Code: Service Accounting Codes Code no.

1. Delivery Period : ..... days

2. Terms of payment:

(a) 90% payment by Letter of Credit (90% payment will be released on receipt of documents without any discrepancies and balance 10% will be paid by wire transfer after satisfactory installation and commissioning.

(b) Agency Commission: Payment will be made after receipt/satisfactory installation, testing & commissioning of equipment. .

(c) Payment by wire transfer(on request) within 30 days from the date of supply and installation of item .

3. Validity of the bid 180 days from the date of submission of quotation/tender.

4. Mode of Shipment : .....

5. Nearest Port of Shipment (FOB//FCA) : .....

6. Port of Shipment (FOB/FCA)..... nearest International Airport/Sea Port

**\*As per Govt. of India Notification No.51/96 Custom dtd. 23rd July 1996, IIT Bombay is exempted from Custom duty and IGST (Substituted under Notification No.43/2017 dtd.30th June 2017) for all research equipment. IGST can be paid for Installation Charges, Agency Commission etc. if any.**

Signature : .....  
Name : .....  
Company Name & Address : .....  
Affix Rubber Stamp : .....

Place:



# INDIAN INSTITUTE OF TECHNOLOGY BOMBAY

Purchase Requisition Number: 1000023849

Date:

**Note: Price Bid should be submitted in given format only.** For additional information/extra items above format may be typed and used.