



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

**TENDER DOCUMENT**

IIT Bombay invites competitive e-bids from interested bidders through e- procurement portal. A copy of the Tender Document is also available on our website: <http://www.iitb.ac.in/en/tenders>. **To participate, bidders need to register themselves on our portal <https://portal.iitb.ac.in/vrp/index.jsp> and generate user ID & password.** For any queries, registered bidders may write to us on : [srm@iitb.ac.in](mailto:srm@iitb.ac.in) or contact Tender Section, Ground Floor, Main Bldg. Materials Management Division, IIT Bombay, Powai, Mumbai - 400 076.

**SECTION 1 – INVITATION FOR BIDS**

1.	<b>RFx No.</b>	<b>6100001311</b>
2.	<b>RFx Date</b>	24.01.2023
3.	<b>Item Description</b>	<b>Benchtop Flow Cytometer</b>
4.	<b>GTE Approval</b>	<b>Exempted against the OM No. F.4/1/2022-PPD(pt.) dated 21.06.2022 by DoE, GoI for medical devices.</b>
5.	<b>Tender Type</b>	<b>Open</b>
6.	<b>Number of Covers</b>	Two
7.	<b>Pre- Bid Meeting Date &amp; Time</b>	NA
8.	<b>Pre-Bid Meeting Place</b>	NA
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 mentioned in attached technical specifications document.
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



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

<b>15.</b>	<b>Delivery Location</b>	Dept. of Biosciences and Bioengineering, IIT Bombay - 400076
<b>16.</b>	<b>EXEMPTION FROM SUBMISSION OF EMD</b>	<p>I. Micro and Small Enterprises (MSEs) –registered with District Industries Centres or Khadi and Village Industries commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by the Ministry of Micro, Small and Medium Enterprises as per MSMED Act 2006, and further amendments for goods produced and service rendered shall be exempted from paying Earnest Money Deposit (EMD).</p> <p>II. Bidders have to submit an <b>undertaking for BID security/MSME/NSIC certificate</b>, mandatory as per enclosed Format 1.</p>
<b>17.</b>	<b>NIT Document Details</b>	<p>Notice Inviting Tender includes the following documents:-</p> <p>a) NIT Document  b) Technical Specification  c) Annexures  d) Format of Undertaking for Bid Security, PBG, Previous Supply Order Details</p>
<b>18.</b>	<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> <p>a) NIT Document  b) Technical Bid Responses (mandatory)  c) Previous Supply Order Details  d) Annexures (mandatory)  e) Undertaking for Bid Security/MSME/NSIC certificate (mandatory)</p>
<b>19.</b>	<b>Technical Clarification</b>	<p>Name : Prof. Prakriti Tayalia  Dept. : Biosciences and Bioengineering, IIT Bombay  Email : prakriti@iitb.ac.in  Contact No. : 022-2576-7797</p>
<b>20.</b>	<b>Any Other Clarification</b>	<p>Name : Deputy Registrar  Dept: Materials Management Division, Gr. Floor, Main Building, IIT Bombay, Powai, Mumbai-400 076  Email : <a href="mailto:tender.mmd@iitb.ac.in">tender.mmd@iitb.ac.in</a>  Contact No. : 022-2576 8805</p>
<b>21.</b>	<b>Signing Authority</b>	Deputy Registrar (MM)



**INDIAN INSTITUTE OF TECHNOLOGY BOMBAY**  
**MATERIALS MANAGEMENT DIVISION**  
 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, except EMD. Bidders need to have login credentials for SRM Portal for participation in the tender. If a bidder who wish to participate in the tender is not presently enlisted with IIT Bombay or not having login credentials can obtain the same through Registration on IIT Bombay Vendor Registration Portal by providing required details before the RFX submission deadline.
1.3	<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></p> <p>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 <b>VENDOR</b> 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 to 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></p> <p>(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>



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

	<p><b>1.3.4 Extracting and Uploading Digital Signature</b>          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>          Kindly go through the manual for submission of online response.  <a href="https://portal.iitb.ac.in/vrp/ERP_SRM_UserManuals/SRM-008_Advertisement_Tender_Vendor_Bid_Response_ZATI_EUT_V1.1.pdf">https://portal.iitb.ac.in/vrp/ERP_SRM_UserManuals/SRM-008_Advertisement_Tender_Vendor_Bid_Response_ZATI_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>
1.4	The bidder should read carefully & understand the tender document, technical specification procedure for e-tendering etc. completely before participating in the e-tender procedure. Participation in the e-tendering entails that the bidder(s) has/have read all the terms & conditions of contract etc. and agree/abide by them.
1.5	It is mandatory for bidders to register on CPPP.
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 authorized 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 / Authorization 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</p>



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

	<p>case offers are received both from manufacturers as well as from their authorized 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 It is mandatory for Indian Agents, Indian subsidiaries and Indigenous bidders to have GSTIN Registration No. and should upload duly filled Bidders Information along with the tender document.</b></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	No physical papers/prints need to be submitted.
1.11	If the warranty is not specifically mentioned in the Technical Specification by the bidder then warranty will be assumed as One year from the date of successful installation/commissioning of the equipment.
1.12	<b>It is mandatory for bidders to specify the delivery period, otherwise standard delivery period will be considered from the date of issue of purchase order.</b>
1.13	Fax/E-mail/Telephonic offers will not be accepted.
1.14	IIT Bombay discourages High Sea Sale purchase. All bids with High Sea Sale may be rejected.
1.15	In case of Import supplies, bidder has to mention the ‘ <b>Nearest International Airport/ Port of Shipment</b> ’.
<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,



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

	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>MODIFICATION OF BIDS</b>
5.1	Bidders to ensure that response submission is done before submission deadline date & time. RfX can be “withdrawn” and modified as long as submission deadline date and time is not lapsed. RfX response cannot be modified once submission deadline is over.
<b>6.</b>	<b>DEADLINE FOR SUBMISSION OF BIDS</b>
6.1	Timely submission of the bids is the responsibility of the bidders. Bidders should submit their bid on-line before closing of the tender date & time.
<b>7.</b>	<b>EXTENSION OF BID SUBMISSION DATE</b>
7.1	Normally no request for extension of bid closing date will be entertained. However, in case of any changes in the specifications, receipt of inadequate response or any other reasons, IITB may at its discretion, extend the bid closing date and/or time.
<b>8.</b>	<b>RFx OPENING PROCESS</b>
8.1	Technical RFxresponses(Technical Bid) will be opened at first instance in the system electronically in case of Two Bid System.
8.2	System allows opening of RFx response only after the specified due date and time. Officials Authorized for opening the technical bids shall open the RFx responses in the system.
8.3	Price RFx responses (Price Bid) of such vendors whose bids are found to be technically qualified will be opened subsequently with prior intimation to qualified bidders.



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

<b>9.</b>	<b>EVALUATION OF BIDS</b>
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 will follow HSN code and GST rules of GOI for uniform comparison of all bids.
9.2	<b>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 &amp; subsequent amendments/instructions of Ministry. Accordingly preference will be given to the make in India products while evaluating the bids. However, it is sole responsibility of the bidder(s) to specify the product quoted by them is of Make in India along with respective documentary evidence in the technical bid itself.</b>
9.3	The successful bidder will be asked to send the soft copy of Price Bid on company letter head to <a href="mailto:tender.mmd@iitb.ac.in">tender.mmd@iitb.ac.in</a> for verification of online bid.
<b>10(A)</b>	<b>PRICE BID (FOR IMPORT SUPPLIES)</b>
10(A).1	It is mandatory to quote price in <b>FCA (Nearest International Airport) / FOB (Nearest International Port of Shipment)</b> basis only in the bidding engine.
10(A).2	The quantity mentioned in the tender can be increased or decreased upon actual requirement subject to provision of GFR 2017 and relevant public procurement guidelines.
10(A).3	Prices should be quoted net of discount and exclusive of taxes by the bidders.
10(A).4	<b>Bidders should select Go (G zero) Tax Code for imported items.</b>
<b>10(B)</b>	<b>PRICE BID (FOR INDIGENOUS SUPPLIES)</b>
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 upon actual requirement subject to provision of GFR 2017 and relevant public procurement guidelines.
10(B).3	Prices should be quoted net of discount and exclusive of taxes by the bidders.



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

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).
<b>11.</b>	<b>CANCELLATION OF TENDER</b>
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.
<b>12.</b>	<b>EXEMPTION FROM SUBMISSION OF EMD</b>
12.1	Micro and Small Enterprises (MSEs) –registered with District Industries Centres or Khadi and Village Industries commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by the Ministry of Micro, Small and Medium Enterprises as per MSMED Act 2006, and further amendments for goods produced and service rendered shall be exempted from paying Earnest Money Deposit (EMD).
12.2	EMD is not applicable for items of proprietary in nature.
12.3	Bidders have to submit an <b>undertaking for BID security/MSME/NSIC certificate</b> , mandatory as per 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 Deputy Registrar, Materials Management Division, IIT Bombay along with order acknowledgement. The PBG to be furnished in the form of bank guarantee as per Format 2, for



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

	an amount covering 3% of the purchase order value.
13.3	The Performance Guarantee should be established in favour of “The Registrar, IIT Bombay”.
13.4	PBG to be established through any of the National Banks/ Scheduled Commercial Banks(whether situated at Mumbai or outstation) with a clause to enforce the same on their local branch of Mumbai or any scheduled bank (other than national bank) situated at Mumbai.
13.5	Performance Guarantee Bond shall be for the due and faithful performance of the contract and shall remain binding, notwithstanding such variations, alterations for extensions of time as may be made, given, conceded or agreed to between the successful tenderer and the purchaser under the terms & conditions of acceptance to the tender.
13.6	The successful tenderer is entirely responsible for due performance of the contract in letter and spirit and all other documents referred to in the acceptance of tenders.
13.7	The PBG shall be kept valid during the period of contract and shall continue to be enforceable for a period of one year/two years (as mentioned in the tender document) or upto warranty period whichever is later from the date of order acknowledgement. In case PBG needs extensions upto warranty period then supplier shall initiate extensions to PBG one month prior to expiry of PBG.
13.8	If successful bidder fails to submit the Performance Guarantee Bond along with Order Acknowledgement then purchase order/contract will be cancelled.
13.9	No interest shall be payable by the buyer to the Bidder on PBG.
13.10	PBG clause is not mandatory for Consumables items valuing upto 2.5 lakhs .
<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 endeavours to ensure that such design, drawings, data or information is not divulged to any third party except with the consent of IITB where necessary for the purpose of performance of its obligation hereunder and subject to similar



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

	undertakings being obtained from such third parties to treat such design, drawings, data or information in like confidence .
<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 Research Institution. The bidder may be required to give details of at least two purchase orders identical or similar equipment, supplied to any IIT's/Research Institutions/ other organizations as and when required as per Format 4(to be enclosed in technical bid) along with the final price paid and details.
<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: - <ul style="list-style-type: none"> <li>a. An entity incorporated, established, or registered in such a country; or</li> <li>b. A subsidiary of an entity incorporated, established, or registered in such a country; or</li> <li>c. An entity substantially controlled through entities incorporated, established, or registered in such a country; or</li> <li>d. An entity whose <b>beneficial owner</b> is situated in such a country; or</li> <li>e. An Indian (or other) agent of such an entity; or</li> <li>f. A natural person who is a citizen of such a country; or</li> <li>g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above</li> </ul>



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

17.4	<p>The beneficial owner for the purpose of point no. 18.3(d) above will be as under:</p> <ol style="list-style-type: none"> <li>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 .</li> </ol> <p>Explanation-</p> <ol style="list-style-type: none"> <li>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.</li> <li>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.</li> </ol> <ol style="list-style-type: none"> <li>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;</li> <li>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 ;</li> <li>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.</li> <li>5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author 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</li> </ol>
17.5	<p>An Agent is a person employed to do any act for another, or to represent another in dealings with third person.</p>
17.6	<p>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 .</p>
17.7	<p>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.</p>



**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 no.9.1 & 9.2 of Section 2, IIT Bombay shall award the contract to the technically qualified eligible BIDDER whose bid has been determined as the lowest evaluated commercial bid.
1.2	IIT Bombay reserves the right to award the contract to more than one BIDDER or any BIDDER.
<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. IGST at applicable rate will be as per prevailing government norms/policy. The Custom Duty Exemption Certificate will not be provided if quoted in Indian currency.
2.1	<b>For Indigenous Supplies</b> – GST at applicable rates will be payable by IIT Bombay. Bidder has to select relevant tax rate based on the HSN code as per the prevailing Government norms/ policy. The supplier shall pay and bear all other liabilities, taxes and duties not specifically agreed by the Purchaser in the contract. Concessional Custom Duty Exemption Certificate (CCDE) will not be provided against indigenous supplies.
<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.



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

<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>
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>
6.1	For Equipment/Goods "Payment within 30 days from the date of delivery, installation and Acceptance Certificate of concerned Department / Section / Materials Management Division, IIT Bombay."
6.2	For Annual Maintenance Contract "Payment on six monthly basis in equal instalments subject to their satisfactory performance to be certified by Indentor/User."
6.3	Payment shall be made by NEFT/ RTGS or such other mode / electronic fund transfer offered by the Bank.
6.4	IIT Bombay does not make advance payment to suppliers. Any request of Advance payment will be summarily rejected.
<b>7.</b>	<b>LEGAL MATTER</b>
7.1	All Domestic and International disputes are subject to Mumbai jurisdiction only.



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

<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 the PBG at vendor's cost and risks.
10.3	Non Delivery of material/service may lead to forfeiture of PBG and debarment of the supplier.
<b>11.</b>	<b>SPECIFICATIONS AND SAMPLES</b>
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.



**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	

Signature and Seal of the Manufacturer / Bidder

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

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



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

**ANNEXURE II - QUESTIONNAIRE**  
(Bidder should duly fill and upload with technical bid)

Sr. No.	Question (if not applicable please mention 'NA').	Response
1.	Whether all the terms and conditions of the NIT document have been complied. <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.

**I (The Bidder), also certifies that the services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc. are not included as local value addition while calculating local content percentage.**

“Local Content” means the amount of value added in India which shall, be the total value of the item being offered minus the value of the imported content in the item (including all customs duties) as a proportion of the total value, in percent.

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

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